

- The next Committee Meeting will be held on Monday, November 14th, 2022 at 5:30p.m.
- Agenda Packet will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF CRIMINAL JUSTICE BUILDING
Tuesday, November 8th, 2022**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Mayor Doug Sprouse

1. Call to Order – Mayor Doug Sprouse
2. Roll Call – Denise Pearce, City Clerk/Treasurer
3. Recognition of a Quorum.
4. Comments from Citizens
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes – **Tuesday, October 25th, 2022.**
6. **A Public Hearing** on an Ordinance authorizing the issuance of industrial development revenue bonds. Presented by Ernest Cate, City Attorney.
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **14A-14C, 15D, 16, and 17.** Motion must be approved by two-thirds (2/3) of the council members).*
8. **Employee Recognition.** Presented by Mayor Doug Sprouse.
9. **Waste Management Quarterly Report.** Presented by Jamie Vernon.

10. ***Springdale Chamber of Commerce Quarterly Report.***

Presented by Bill Rogers.

11. **A Resolution** making an appointment to the Public Facilities Board. Presented by Bill Rogers, Chamber of Commerce.

Pgs. 1-2

12. **A Resolution** making reappointments to the Advertising and Promotion Commission. Presented by Mayor Doug Sprouse.

Pg. 3

13. **A Resolution** making reappointments to the Public Vehicle Commission. Presented by Mayor Doug Sprouse. Pg. 4

14. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

A. **An Ordinance** accepting the final replat of Lot 2, Haag-Brown Commercial addition to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 5-8

B. **An Ordinance** accepting the replat of Lots 64, 65, 66, and 70, Silent Knolls Subdivision to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 9-13

C. **An Ordinance** accepting the final plat of Springdale Best Storage Subdivision to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 14-21

D. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Eric and Jill Miller in connection with 6200 Copperhead Road, a Single-Family dwelling.

Pgs. 22-23

15. Finance Committee by Chairman Jeff Watson

A. **A Resolution** amending the 2023 Budget of the Springdale Police Department and approving salary increases for law enforcement officers. Forwarded from Committee with recommendation for approval. Presented by Frank Gamble, Chief of Police. Pg. 24

B. **A Resolution** approving the City of Springdale, Arkansas, Budget for the year 2023. Forwarded from Committee with no recommendation for approval. Pg. 25

C. **An Ordinance** setting the salaries of the Elected Officials and Planning Commission Members of the City of

Springdale, Arkansas; and repealing Ordinance No. 5674.

Pg. 26

D. **A Resolution** authorizing the Mayor and City Clerk to approve a Change Order with Milestone Construction for water and sewer improvements related to the Razorback Greenway Realignment Project. Forwarded from Committee with recommendation for approval. Presented by Ben Peters, Engineering Director. Pgs. 27-39

E. **A Resolution** authorizing the purchase of two snow plows for the Public Works Department; to waive competitive bidding; and for other purposes. Forwarded from Committee with recommendation for approval. Presented by James Smith, Public Works Director. Pgs. 40-62

16. **An Ordinance** authorizing the issuance of an industrial development revenue bond under the authority of Act No. 9 of 1960, as amended, for the purpose of securing and developing industry near the city; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bond; authorizing the execution and delivery of a trust indenture securing the bond; authorizing the execution and delivery of a lease agreement between the city, as lessor, and Today's Power, Inc., as lessee; authorizing the execution and delivery of an agreement for payments in lieu of taxes; authorizing the execution and delivery of other documents relating to the issuance of the bond; and prescribing other matters relating thereto. Presented by Ernest Cate, City Attorney. Pgs. 63-169

17. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 170-178

18. **A Discussion** on a date for the 2nd City Council Meeting in November.

19. Comments from Council Members.

20. Comments from City Attorney.

21. Comments from Mayor

22. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT TO
THE PUBLIC FACILITIES BOARD
OF THE CITY OF SPRINGDALE**

WHEREAS, Rex Bailey, Seat #4 with a term set to expire on January 31, 2023, is no longer on the Public Facilities Board, and

WHEREAS, the Public Facilities Board is looking to fill Seat #4, which was vacated in September 2022, and

WHEREAS, A.C.A. 14-137-108 provide that appointments for these positions will be nominated by a majority of the board and appointed by the Mayor subject to approval of the City Council, and

WHEREAS, the Public Facilities Board has recommended the appointment of Rick Barrows to Seat #4 with a term expiring on January 31, 2028,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Barrows is hereby appointed as a board member to Seat #4 of the Public Facilities Board with a term expiring on January 31, 2028.

PASSED AND APPROVED this 8th day of November, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



November 3, 2022

Mayor Doug Sprouse
201 N. Spring Street
Springdale, AR 72764

Mayor Sprouse,

Please accept my wholehearted endorsement of Mr. Rick Barrows for appointment to the Springdale Public Facilities Board to fill the vacancy created by the resignation of Mr. Rex Bailey.

In addition to Mr. Barrows contributions to Springdale and its economy through Multi-Craft Contractors, he has contributed of his time and experience in many ways over the last 25 years including serving as chair of the Springdale Planning Commission, the Springdale Chamber of Commerce Board of Directors, president of the Springdale Rotary Club and most recently as an officer for the Arkansas Economic Development Commission where he serves on the Executive Committee.

Mr. Barrows began his career as a mechanical tradesman in 1970 and became president of Multi-Craft Contractors Inc. in 1989. Since that time, Multi-Craft Contractors has grown from \$7 million per year to \$110 million per year in revenue and is now one of the largest mechanical and second largest electrical contractor in Arkansas.

His experience and knowledge of our community should serve the Public Facilities Board well.

Sincerely,

Bill Rogers
President / CEO

RESOLUTION NO. _____

**A RESOLUTION MAKING A REAPPOINTMENT
TO THE ADVERTISING AND PROMOTION
COMMISSION OF THE CITY OF SPRINGDALE**

WHEREAS, the term of Mike Overton, Seat #5, and Mike Lawson, Seat #6, will expire on December 31, 2022; and

WHEREAS, A.C.A. 26-75-605 and Ordinance No. 3293 provide that appointments for these positions will be made by the remaining members of the Commission subject to approval of the City Council, and

WHEREAS, the Advertising and Promotion Commission has recommended the reappointment of Mike Overton, Seat #5, and Mike Lawson, Seat #6; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Mike Overton, Seat #5 is hereby reappointed with a term set to expire December 31, 2024; and Mike Lawson, Seat #6 is hereby reappointed with a term set to expire on December 31, 2024 on the Advertising and Promotion Commission.

PASSED AND APPROVED this 8th day of November, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION MAKING REAPPOINTMENTS TO
THE PUBLIC VEHICLE COMMISSION OF THE CITY
OF SPRINGDALE**

WHEREAS, terms of all three members of the Public Vehicle Commission are set to expire on December 31, 2022, and

WHEREAS, the Mayor has recommended the reappointments of Amelia Williams, Rex Bailey, and Mark Fougrousse to this Commission, and

WHEREAS, Section 122-26 of the Springdale Code of Ordinances provides for the appointment of members of the Public Vehicle Commission by the Mayor with the confirmation of the City Council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Amelia Williams, Rex Bailey, and Mark Fougrousse are hereby reappointed to the Public Vehicle Commission with their terms to expire on December 31, 2023.

PASSED AND APPROVED this 8th day of November, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOT 2,
HAAG-BROWN COMMERCIAL ADDITION TO THE CITY
OF SPRINGDALE, ARKANSAS, AND DECLARING AN
EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

PARCEL #815-39826-001:

LOT 2, HAAG-BROWN COMMERCIAL ADDITION, BEING A REPLAT OF LOT 1 OF MERCY HEALTH ADDITION OF PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED FOR RECORD AS LAND DOCUMENT NO. 0024-00000409, OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 2A:

A PART OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION, BEING A REPLAT OF LOT 1 OF MERCY HEALTH ADDITION OF PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED FOR RECORD AS LAND DOCUMENT NO. 0024-00000409, OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING CHISELED X IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE N01°57'24"E 268.97' TO THE SOUTH RIGHT-OF-WAY OF ELM SPRINGS ROAD, THENCE ALONG SAID RIGHT-OF-WAY S87°15'49"E 117.88', THENCE LEAVING SAID RIGHT-OF-WAY S01°57'14"W 267.63', THENCE N87°55'00"W 117.88' TO THE POINT OF BEGINNING, CONTAINING 0.73 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 2B:

A PART OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION, BEING A REPLAT OF LOT 1 OF MERCY HEALTH ADDITION OF PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED FOR RECORD AS LAND DOCUMENT NO. 0024-00000409, OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°55'00"E 117.88' FROM AN EXISTING CHISELED X IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE N01°57'14"E 267.63' TO THE SOUTH RIGHT-OF-WAY OF ELM SPRINGS ROAD, THENCE ALONG SAID RIGHT-OF-WAY S87°15'49"E 88.58' TO THE WEST RIGHT-OF-WAY OF INTERSTATE 49, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S32°07'34"E 117.72' TO AN EXISTING RIGHT-OF-WAY MONUMENT, S11°16'39"E 130.49' TO AN EXISTING RIGHT-OF-WAY MONUMENT, S23°12'12"E 46.79', THENCE LEAVING SAID RIGHT-OF-WAY N87°55'00"W 204.29' TO THE POINT OF BEGINNING, CONTAINING 0.95 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said **RE-PLAT OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION** to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the **RE-PLAT OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION** to the City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, WASHINGTON County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

Public Hearing Sign Posted on or Prior to: 10/21/2022
Public Hearing Sign Posted By Planning Department Staff
S PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
November 1, 2022

PROJECT: RP22-16
APPLICANT: Shinall Group (Wienerschnitzel)
REQUEST: Replat of Lot 2,
Haag-Brown Commercial Addition

00.00 0.02 0.04 0.06 0.08 Miles



SPRINGDALE
WE'RE MAKING IT HAPPEN

Page 7 of 188

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

	DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	_____	CITY CLERK
	_____	MAYOR
APPROVAL FOR RECORDING	_____	DIRECTOR, PLANNING & COMMUNITY DEVELOPMENT DIVISION
COMMISSION	_____	SECRETARY, PLANNING COMMISSION
	_____	CHAIRMAN, PLANNING COMMISSION
WATER & SEWER	_____	ENGINEER, SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE	_____	CITY ENGINEER

CERTIFICATION OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:
THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____, 2022.

DATE _____ ETO LLC BY: JOSHUA BROWN - MANAGING PARTNER

RESOLUTION:
_____ HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE.

STATE OF _____ COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____
PROPERTY OWNER:
ETO LLC
C/O JOSHUA BROWN
2221 HILL PARK CV
JONESBORO, AR 72401

CERTIFICATE OF SURVEY AND ACCURACY:
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

DATE _____ REGISTERED LAND SURVEYOR NO. 1642

SURVEY DESCRIPTIONS:

EXISTING LOT 2 (PARCEL 815-39826-001):
LOT 2, HAAG-BROWN COMMERCIAL ADDITION, BEING A REPLAT OF LOT 1 OF MERCY HEALTH ADDITION OF PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED FOR RECORD AS LAND DOCUMENT NO. 0024-00000409, OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

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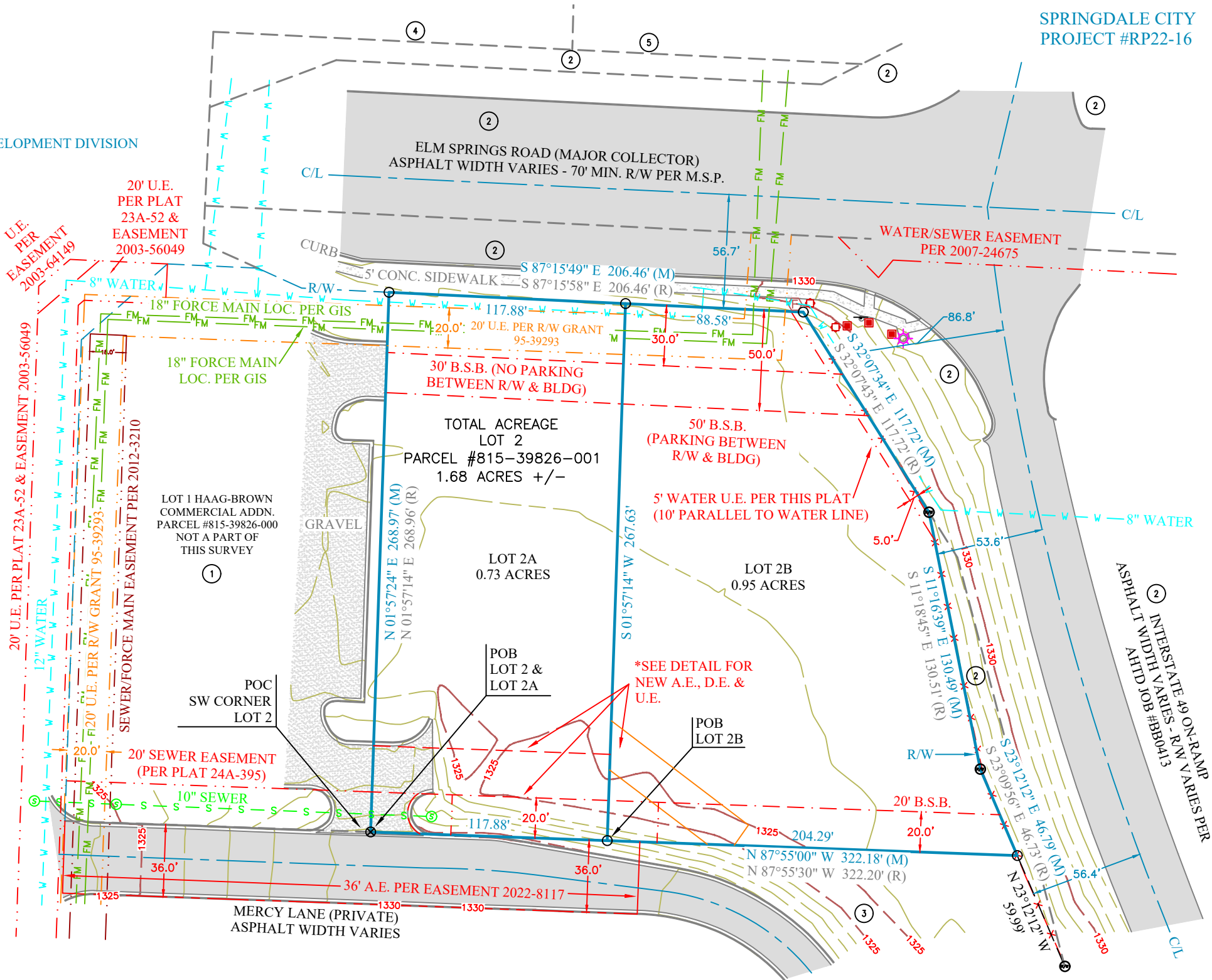
INGRESS & EGRESS EASEMENT DESCRIPTION:
AN INGRESS AND EGRESS EASEMENT LOCATED ON A PART OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION TO THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE N01°57'24"E 43.00', THENCE S87°55'00"E 117.88', THENCE S01°57'14"W 23.01', THENCE N87°54'45"W 94.77', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11.67' FOR A CHORD BEARING AND DISTANCE OF S02°03'18"E 20.05', THENCE N87°55'00"W 24.51' TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.

20' UTILITY EASEMENT DESCRIPTION:
A 20' WIDE UTILITY EASEMENT LOCATED ON A PART OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION TO THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°55'00"E 39.96' FROM AN EXISTING CHISELED X IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE N02°05'00"E 20.00', THENCE S87°55'00"E 92.88', THENCE S01°57'14"W 20.00', THENCE N87°55'00"W 92.92' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS.

20' DRAINAGE EASEMENT DESCRIPTION:
A 20' WIDE DRAINAGE EASEMENT LOCATED ON A PART OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION TO THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°55'00"E 127.81' FROM AN EXISTING CHISELED X IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE N52°44'56"W 61.12', THENCE N02°06'07"E 24.46', THENCE S52°44'56"E 85.70', THENCE S35°06'50"W 12.29', THENCE N87°55'00"W 13.40' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS.

- PLAT NOTES:**
- NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT
 - PERMANENT STRUCTURES, BUILDINGS, FOOTINGS, AIR CONDITIONING UNITS OR PADS, SIGNS, RETAINING WALLS, AWNINGS, COVERED WALKWAYS, OR OTHER ITEMS SHALL NOT BE ERRECTED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.
 - IF PERIMETER WALLS, FENCES, OR SIGNS ARE PROPOSED FOR THE DEVELOPMENT, DETAILED DRAWINGS WILL NEED TO BE SUBMITTED FOR APPROVAL TO THIS OFFICE PRIOR TO THEIR CONSTRUCTION.
 - IF REQUESTS FOR METER SERVICES LARGER THAN A 5/8-INCH METER SETTER FOR IRRIGATION OR LARGER THAN 1-INCH METER SETTER FOR POTABLE WATER WILL HAVE TO BE APPROVED IN WRITING BY THE ENGINEERING DIRECTOR OF SPRINGDALE WATER UTILITIES. APPROPRIATE REQUEST FORMS ARE AVAILABLE AT SPRINGDALE WATER UTILITIES ENGINEERING DEPARTMENT.
 - IF ANY NEW WATER METER OR SEWER SERVICE TAPS ARE NEEDED IN THE FUTURE FROM EXISTING FACILITIES, THEY WILL BE INSTALLED BY SPRINGDALE WATER UTILITIES AT THE OWNER/DEVELOPER'S EXPENSE
 - THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, UTILITY MAPS PROVIDED BY THE FRANCHISED UTILITY COMPANIES, AND THE GIS MAP FOR THE CITY OF SPRINGDALE. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
 - RECORD BEARINGS & DISTANCES SHOWN ON THIS PLAT ARE DERIVED FROM PLAT 24-409.

REPLAT OF LOT 2, HAAG-BROWN COMMERCIAL ADDITION



SPRINGDALE CITY
PROJECT #RP22-16

FIELD WORK:
AUGUST 15 & 16, 2022

REFERENCE DOCUMENTS:
1) REPLAT OF LOT 1 OF MERCY HEALTH ADDITION FILED IN BOOK 24 AT PAGE 409
2) FINAL PLAT OF MERCY HEALTH ADDITION FILED IN BOOK 24A AT PAGE 395
3) SPECIAL WARRANTY DEED FILED IN BOOK 2022 AT PAGE 8116
4) COMMITMENT FOR TITLE INSURANCE FILE NO. 22-5380 AND ALL OF THE DOCUMENTS CONTAINED THEREIN

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(HARN) HORIZONTAL DATUM

BASIS OF ELEVATION:
CITY OF SPRINGDALE GPS MONUMENT #7
(NAVD88 VERTICAL DATUM)

CONTOUR INTERVAL:
1 FOOT CONTOURS - BASED ON GROUND SURVEY

PROPERTY ZONED:
C-5

BUILDING SETBACKS:
FRONT (NO PARKING BETWEEN R/W & BLDG) 30ft
FRONT (WITH PARKING BETWEEN R/W & BLDG) 50ft
SIDE (SUBJECT TO FIRE & BLDG CODES) 00ft
SIDE (CONTIGUOUS TO RESIDENTIAL) 20ft
REAR 20ft

SOURCE OF ZONING INFORMATION:
1) <https://gis2.springdalear.gov/EngineeringGIS/>
2) https://library.municode.com/ar/springdale/codes/code_of_ordinances

*THERE WAS NO ZONING REPORT OR LETTER PROVIDED BY THE CLIENT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE"
AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.
(FIRM PANEL #05143C0060F. DATED 05/16/2008)

PLAT NOTES:
1) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, UTILITY MAPS PROVIDED BY THE FRANCHISED UTILITY COMPANIES, AND THE GIS MAP FOR THE CITY OF SPRINGDALE. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

2) RECORD BEARINGS & DISTANCES SHOWN ON THIS PLAT ARE DERIVED FROM PLAT 24-409.

ADJACENT LAND OWNERS

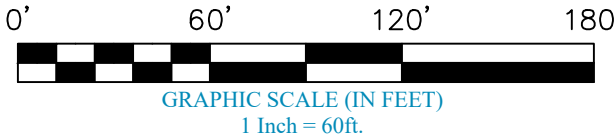
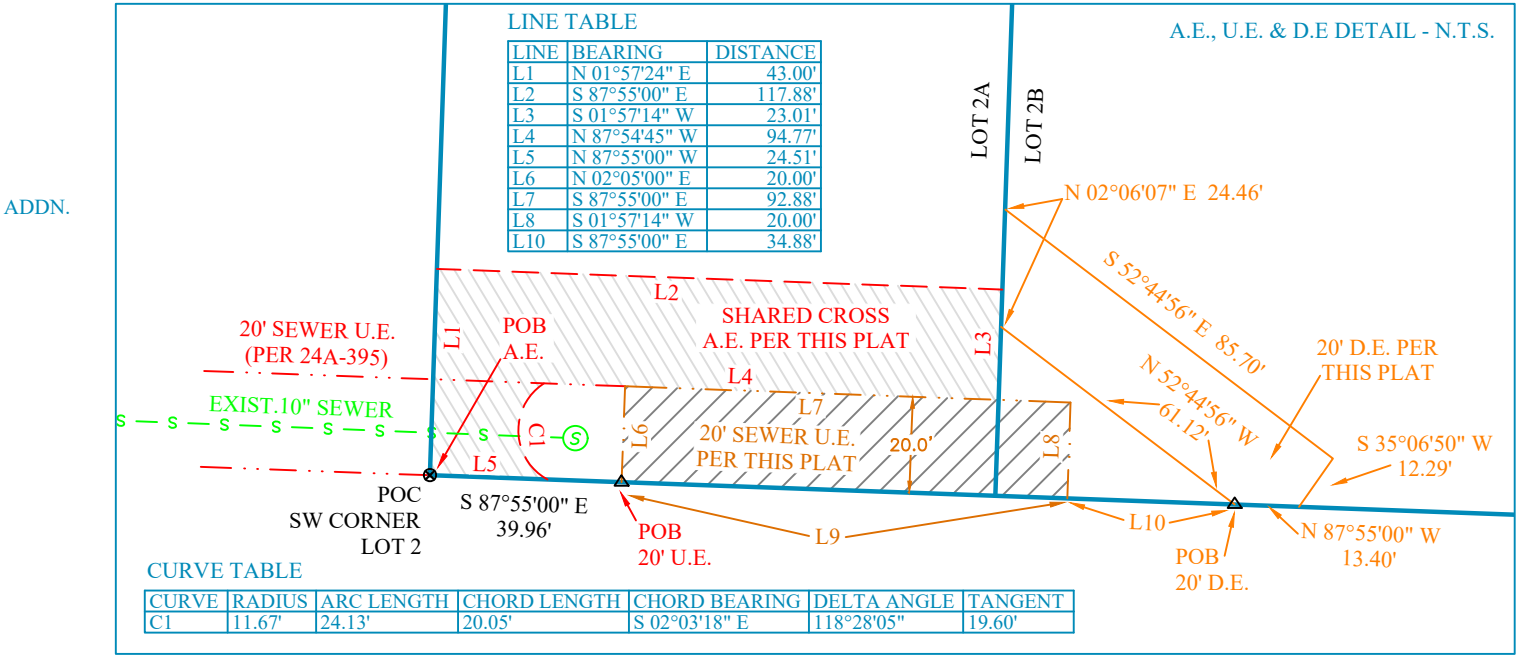
1) ETO LLC
C/O JOSHUA BROWN
2221 HILL PARK CV
JONESBORO, AR 72401
PARCEL #815-39826-000
LOT 1 HAAG-BROWN COMMERCIAL ADDN.
ZONED: C-5

2) ARKANSAS STATE
HIGHWAY COMMISSION
PO BOX 2261
LITTLE ROCK, AR 72203
PARCELS #815-29800-148,
#815-29800-151, #815-29797-000,
#815-29798-001
ZONED: N/A

3) MERCY HEALTH NORTHWEST
ARKANSAS COMMUNITIES
C/O MERCY HEALTH
14528 S OUTER 40 RD STE 100
ST. LOUIS, MO 63017
PARCEL #815-39827-000
LOT 1 MERCY HEALTH ADDN.
ZONED: C-5

4) MCDONALD'S REAL ESTATE
COMPANY A DELAWARE
CORPORATION
P O BOX 182571
COLUMBUS, OH 43218
PARCEL #815-39268-000
LOT 5 HALL CROSSING S/D
ZONED: C-5

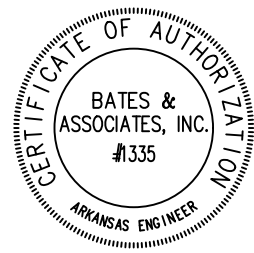
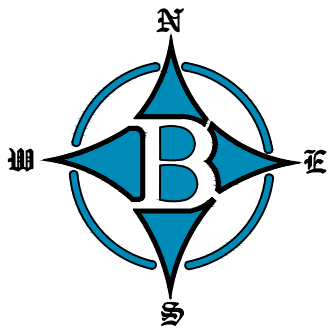
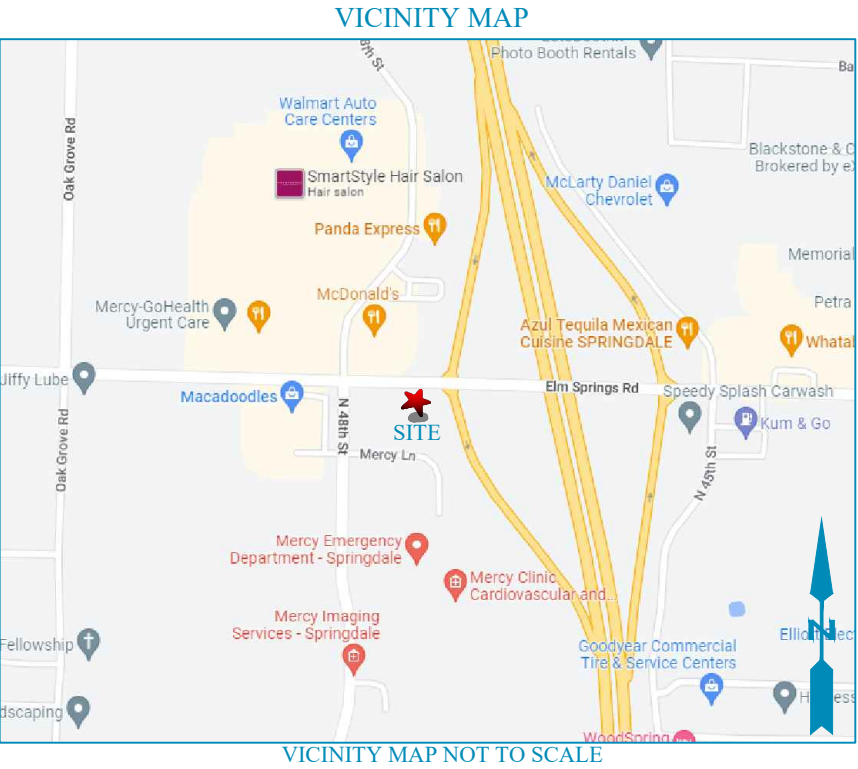
5) TWAS PROPERTIES LLC
115 E MAIN ST
THOMASTON, GA 30286
PARCEL #815-39269-000
LOT 6 HALL CROSSING S/D
ZONED: C-5



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 16TH DAY OF AUGUST, 2022.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



RECORDING NUMBER/DATE

— FENCE
— X — WATER LINE
— V — SEWER LINE
— S — FORCE MAIN
— FM —

— BOUNDARY LINE (MEASURED)
— PARCEL LINES
— TIE LINE
— CENTERLINE OF ROAD
— RIGHT-OF-WAY
— INGRESS & EGRESS EASEMENT
— UTILITY EASEMENT
— BUILDING SETBACK

— FIBER OPTIC PEDISTAL
— ADJ. LAND OWNER
— ADJ. VAULT
— ADJ. REAR CAP
— SET CHISELED "X" IN CONC.
— RIGHT-OF-WAY MARKER
— SANITARY SEWER MH
— ELECTRICAL METER
— LIGHT

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(O) NAME AS USED BEARING & DISTANCE
(C) SET "X" REAR CAP
(S) SET CHISELED "X" IN CONC.
(M) RIGHT-OF-WAY MARKER
(S) SANITARY SEWER MH
(E) ELECTRICAL METER
(L) LIGHT

Bates & Associates, Inc.
Engineers - Surveyors
7210 S. Pleasant Ridge Dr. Fayetteville, Arkansas 72704 - 479-442-4300 - Fax 479-521-5960
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FOR USE AND BENEFIT OF:
SHINALL GROUP
ADDRESS: 1111 SPRINGDALE, ARKANSAS
DATE: 10/20/22 SCALE: 1"=60'
SURVEYED: [] DRAFTED: []
CHECKED: [] REVIEWED: []
COA #1335

DRAWING #22-283 REPLAT

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOTS
64, 65, 66 & 70, SILENT KNOLLS SUBDIVISION TO THE
CITY OF SPRINGDALE, ARKANSAS, AND DECLARING
AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

EXISTING LOT 64 (PARCEL #21-02601-000):

LOT 64, SILENT KNOLLS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK RECORD 2010 AT PAGE 167. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

EXISTING LOT 70A - PER SURVEY PLAT L201911517 (PARCEL 21-02607-000):

LOTS 65, 66, & 70, SILENT KNOLL SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2010 AT PAGE 167, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF CHERRY KNOLL CIRCLE MARKING THE NORTHWEST CORNER OF SAID LOT 70 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S86°44'52"E 61.30' TO AN EXISTING REBAR, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00' FOR A CHORD BEARING AND DISTANCE OF S83°33'46"E 30.71' TO AN EXISTING REBAR, S80°25'12"E 105.93' TO AN EXISTING REBAR, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00' FOR A CHORD BEARING AND DISTANCE OF S25°21'20"E 24.64' TO AN EXISTING REBAR ON THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY OF CHERRY KNOLL CIRCLE AND THE WEST RIGHT-OF-WAY OF SILENT GROVE ROAD, THENCE ALONG SAID WEST RIGHT-OF-WAY OF SILENT GROVE ROAD S29°38'27"W 259.83' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N87°41'19"W 129.38' TO AN EXISTING REBAR ON THE NORTH RIGHT-OF-WAY OF ROWAN PLACE, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING AND DISTANCE OF N40°50'06"W 58.75' TO AN EXISTING CHISELED "X" IN CONCRETE, THENCE LEAVING SAID RIGHT-OF-WAY N13°02'08"E 83.17' TO AN EXISTING REBAR, THENCE S86°33'56"E 63.15' TO AN EXISTING REBAR, THENCE N03°00'38"E 145.94' TO THE POINT OF BEGINNING, CONTAINING 1.13 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 70B (COMBINED LOTS 64,65,66 & 70):

LOTS 64, 65, 66, & 70, SILENT KNOLL SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2010 AT PAGE 167, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF CHERRY KNOLL CIRCLE MARKING THE NORTHWEST CORNER OF SAID LOT 70 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S86°44'52"E 61.30' TO AN EXISTING REBAR, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00' FOR A CHORD BEARING AND DISTANCE OF S83°33'46"E 30.71' TO AN EXISTING REBAR, S80°25'12"E 105.93' TO AN EXISTING REBAR, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00' FOR A CHORD BEARING AND DISTANCE OF S25°21'20"E 24.64' TO AN EXISTING REBAR ON THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY OF CHERRY KNOLL CIRCLE AND THE WEST RIGHT-OF-WAY OF SILENT GROVE ROAD, THENCE ALONG SAID WEST RIGHT-OF-WAY OF SILENT GROVE ROAD S29°38'27"W 259.83' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S29°40'32"W 109.83' TO AN EXISTING REBAR, THENCE LEAVING SAID WEST RIGHT-OF-WAY N52°10'57"W 107.84' TO THE NORTH RIGHT-OF-WAY OF ROWAN PLACE, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING AND DISTANCE OF N19°36'06"W 83.82' TO AN EXISTING CHISELED "X" IN CONCRETE, THENCE LEAVING SAID NORTH RIGHT-OF-WAY N13°02'08"E 83.17' TO AN EXISTING REBAR, THENCE S86°33'56"E 63.15' TO AN EXISTING REBAR, THENCE N03°00'38"E 145.94' TO THE POINT OF BEGINNING, CONTAINING 1.32 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said **RE-PLAT OF LOTS 64, 65, 66 & LOT 70, SILENT KNOLLS SUBDIVISION** to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the **RE-PLAT OF LOTS 64, 65, 66 & LOT 70, SILENT KNOLLS SUBDIVISION** to the City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, WASHINGTON County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

Public Hearing Sign Posted on or Prior to: 10/21/2022
Public Hearing Sign Posted By Planning Department Staff
S PUBLIC HEARING SIGN LOCATION

JB H
ELEMENTARY

City of Springdale, Clayton Sedberry

Planning Commission Meeting
November 1, 2022

00.00 0.01 0.02 0.03 0.04 Miles



PROJECT: RP22-17
APPLICANT: Stephen Lindsey
REQUEST: Replat of Lots 64, 65, 66, and 70.
Silent Knoll Subdivision



SPRINGDALE
WE'RE MAKING IT HAPPEN

Page 12 of 188

REPLAT OF SILENT KNOLLS SUBDIVISION LOTS 64-66 & 70

FIELD WORK:
SEPTEMBER 8 & 10,
2022
PROPERTY ZONED:
SF-2

BASIS OF BEARING:
FINAL PLAT OF SILENT KNOLL SUBDIVISION
FILED IN BOOK 2010 AT PAGE 167

BUILDING SETBACKS PER ZONING & FINAL PLAT*:
FRONT 30R
SIDE 30R (STREET SIDE)
SIDE 08R
REAR 20R
*EXCEPT WHERE A GREATER UTILITY
EASEMENT IS SHOWN ON FINAL PLAT.

REFERENCE DOCUMENTS:
1) FINAL PLAT OF SILENT KNOLL SUBDIVISION FILED IN BOOK 2010 AT PAGE 167
2) WARRANTY DEED FILED IN BOOK L2018 AT PAGE 46484
3) WARRANTY DEED FILED IN BOOK L2018 AT PAGE 24241
4) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 42903

CERTIFICATE OF SURVEY AND ACCURACY:
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE
AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED
AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

DATE _____ REGISTERED LAND SURVEYOR NO. 1642

CERTIFICATION OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR
APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY
DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND
OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED
CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS
VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED
FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER
HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____.

RESOLUTION:

_____ HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF
TRANSMITTAL, OWNERSHIP, AND ORDINANCE.

STATE OF ARKANSAS _____
COUNTY OF _____ SUBSCRIBED AND SWORN BEFORE ME THIS
_____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TOTAL ACREAGE
PARCELS #21-02607-000
& #21-02601-000
1.32 ACRES +/-

ADJACENT LAND OWNERS

- 1) SILENT KNOLL LLC
1800 S OSAGE SPRINGS DR STE 200
ROGERS, AR 72758-8325
PARCEL #21-02542-000
ZONED: SF-2
- 2) SILENT KNOLL LLC
1800 S OSAGE SPRINGS DR STE 200
ROGERS, AR 72758-8325
PARCEL #21-02541-000
ZONED: SF-2
- 3) NAVONA LLC
PO BOX 7232
SPRINGDALE, AR 72766-7232
PARCEL #21-02540-000
ZONED: SF-2
- 4) NAVONA LLC
PO BOX 7232
SPRINGDALE, AR 72766-7232
PARCEL #21-00171-230
ZONED: SF-2
- 5) UPTON, ANN ET AL
3389 SILENT GROVE RD
SPRINGDALE, AR 72762-7912
PARCEL #21-00171-235
ZONED: SF-2
- 6) BVJ HOLDINGS LLC
PO BOX 474
FAYETTEVILLE, AR 72702
PARCEL #21-02600-000
ZONED: SF-2
- 7) SILENT KNOLL LLC
1800 S OSAGE SPRINGS DR STE 200
ROGERS, AR 72758-8325
PARCEL #21-02604-000
ZONED: SF-2
- 8) SILENT KNOLL LLC
1800 S OSAGE SPRINGS DR STE 200
ROGERS, AR 72758-8325
PARCEL #21-02605-000
ZONED: SF-2
- 9) SILENT KNOLL LLC
1800 S OSAGE SPRINGS DR STE 200
ROGERS, AR 72758
PARCEL #21-02606-000
ZONED: SF-2

PROPERTY OWNER:
LINDSEY, STEPHEN DWIGHT &
CHENOA NICOLE
3560 SILENT GROVE RD
SPRINGDALE, AR 72762
PARCEL #21-02607-000 &
#21-02601-000

0' 30' 60' 90'
GRAPHIC SCALE (IN FEET)
1 Inch = 30ft.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 10TH DAY OF SEPTEMBER, 2022.



IF THE SIGNATURE ON THIS SEAL IS NOT AN
ORIGINAL AND NOT BLUE IN COLOR
THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION
SHALL NOT APPLY TO ANY COPY THAT DOES NOT
BEAR AN ORIGINAL SEAL AND SIGNATURE.

NOTE:

- 1) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF
ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS
WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO
DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST
THAT WERE NOT SHOWN ON THIS PLAT.
- 2) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.
- 3) ALL EASEMENTS PER FINAL PLAT OF SILENT KNOLL SUBDIVISION
FILED IN BOOK 2010 AT PAGE 167.
- 4) A BUILDING SETBACK VARIANCE (VARIANCE #B19-10) FOR THE FRONT PORCH OF
THE HOUSE WAS APPROVED BY THE SPRINGDALE PLANNING COMMISSION AT A
MEETING HELD ON FEBRUARY 5, 2019.
- 5) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	99.41'	83.82'	S 19°36'06" E	113°54'41"	76.86'
C2	50.00'	62.80'	58.75'	N 40°50'06" W	71°57'36"	36.30'
C3	275.00'	30.73'	30.71'	N 83°33'46" W	6°24'09"	15.38'
C4	15.00'	28.92'	24.64'	S 25°21'20" E	110°27'18"	21.60'
C5	50.00'	36.85'	36.02'	S 16°36'24" W	42°13'27"	19.31'

SURVEY DESCRIPTIONS:

EXISTING LOT 64 (PARCEL #21-02601-000);
LOT 64, SILENT KNOLLS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK RECORD 2010 AT PAGE 167. SUBJECT TO EASEMENTS,
RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

LOT 70A - PER SURVEY PLAT L201911517 (PARCEL 21-02607-000);

LOTS 65, 66, & 70, SILENT KNOLL SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2010 AT PAGE 167, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF CHERRY KNOLL CIRCLE MARKING THE NORTHWEST CORNER OF LOT 70 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING:
S86°44'52"E 61.30' TO AN EXISTING REBAR, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00' FOR A CHORD BEARING AND DISTANCE OF S83°33'46"E 30.71', S80°25'12"E 105.93' TO AN EXISTING REBAR, ALONG
A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00' FOR A CHORD BEARING AND DISTANCE OF S25°21'20"E 24.64' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SILENT GROVE ROAD, THENCE ALONG SAID
RIGHT-OF-WAY S29°38'27"W 259.83' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N87°41'19"W 129.38' TO AN EXISTING REBAR ON THE NORTH RIGHT-OF-WAY OF ROWAN PLACE, THENCE ALONG SAID
RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING AND DISTANCE OF N40°50'06"W 58.75' TO AN EXISTING CHISELED "X" IN CONCRETE, THENCE LEAVING SAID
RIGHT-OF-WAY N13°02'08"E 83.17' TO AN EXISTING REBAR, THENCE S86°33'56"E 63.15' TO AN EXISTING REBAR, THENCE N03°00'38"E 145.94' TO THE POINT OF BEGINNING, CONTAINING 1.13 ACRES, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 70B (COMBINED LOTS 64, 65, 66 & 70);

LOTS 64, 65, 66, & 70, SILENT KNOLL SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2010 AT PAGE 167, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,
TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF CHERRY KNOLL CIRCLE MARKING THE NORTHWEST CORNER OF LOT 70 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE
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THENCE ALONG SAID RIGHT-OF-WAY S29°38'27"W 259.83' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S29°40'32"W 109.83' TO AN EXISTING REBAR, THENCE LEAVING SAID WEST
RIGHT-OF-WAY N52°10'57"W 107.84' TO THE NORTH RIGHT-OF-WAY OF ROWAN PLACE, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING
AND DISTANCE OF N19°36'06"W 83.82' TO AN EXISTING CHISELED "X" IN CONCRETE, THENCE LEAVING SAID NORTH RIGHT-OF-WAY N13°02'08"E 83.17' TO AN EXISTING REBAR, THENCE S86°33'56"E 63.15' TO AN EXISTING
REBAR, THENCE N03°00'38"E 145.94' TO THE POINT OF BEGINNING, CONTAINING 1.32 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

FOR USE AND BENEFIT OF:
STEPHEN DWIGHT &
CHENOA NICOLE LINDSEY

ADDRESS:
3560 SILENT GROVE ROAD
SPRINGDALE, ARKANSAS 72762

DATE: 09/28/22 SCALE: 1"=30'
SURVEYED: DRAFTED:
DF: JRIOS & CH
REVIEWED: DT
COA #1335



Bates & Associates, Inc.
Engineers - Surveyors

2230 S. Pleasant Ridge Dr., Fayetteville, Arkansas 72704 • 479.442.9350 • Fax 479.521.9350
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protected by copyright. No one including the person(s) named may reproduce this plat without the
express written consent of Bates & Associates, Inc. Surveyor has made no independent
investigation for encumbrances of record, encumbrances, restrictive covenants, ownership title
evidence, or any other fact which a complete and accurate title search may disclose. Any flood
statement provided on this plat is for information only and Bates & Associates, Inc. assumes no
liability for the correctness of the herein cited maps. Furthermore the above statement does not
represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:

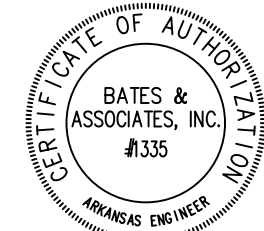
THESE STANDARD SYMBOLS WILL
BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- ⊗ FOUND CHISELED "X" IN CONC.
- ⓪ TELEPHONE PEDESTAL
- Ⓜ WATER METER
- Ⓢ CLEANOUT
- Ⓢ FIRE HYDRANT
- Ⓢ STORM SEWER MH
- Ⓢ AC CONDENSER UNIT
- Ⓢ SANITARY SEWER MH

- ⚠ GAS METER
- Ⓜ ELECTRICAL BOX
- ⓪ ADJ. LAND OWNER
- Ⓢ WATER VALVE

- BOUNDARY LINE (MEASURED)
- PARCEL LINE (EXISTING)
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- SEWER LINE
- FENCE
- UTILITY EASEMENT
- BUILDING SETBACK

CITY OF SPRINGDALE
PROJECT #RP22-17



FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD
ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD
INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR
BENTON COUNTY, ARKANSAS.
(FIRM PANEL #05007C0435J, DATED 09/28/2007)

CERTIFICATES OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND
REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF
RESPONSIBILITY SHOWN BELOW.

ACCEPTANCE OF DEDICATIONS:

DATE _____

CITY CLERK

DATE _____

MAYOR

COMMISSION:

DATE _____

SECRETARY, PLANNING

DATE _____

CHAIRMAN, PLANNING COMMISSION

APPROVAL FOR RECORDING:

DATE _____

DIRECTOR, COMMUNITY DEVELOPMENT DIVISION

WATER AND SEWER:

DATE _____

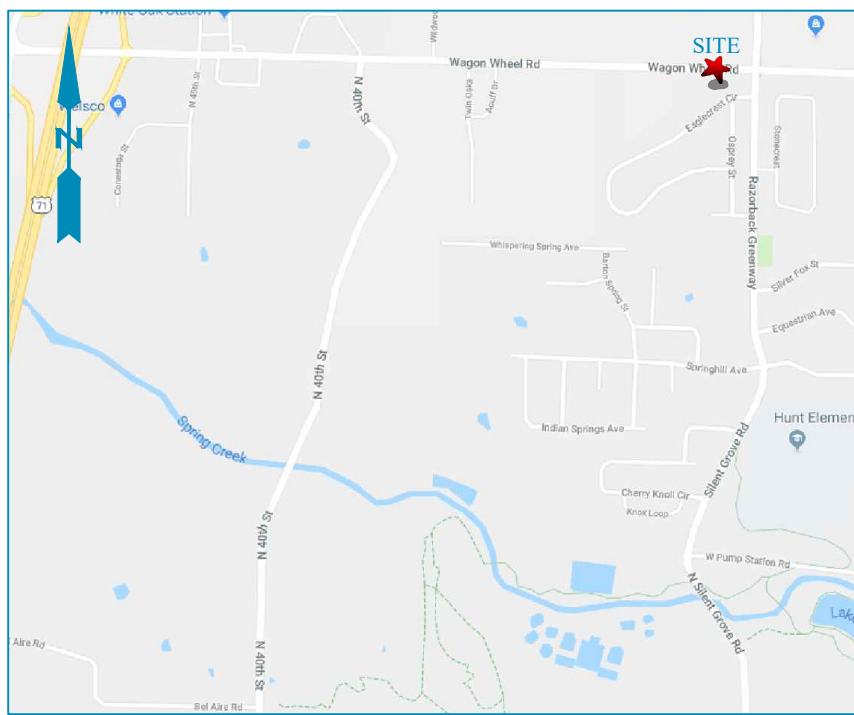
ENGINEER, SPRINGDALE WATER UTILITIES

STREETS AND DRAINAGE:

DATE _____

DIRECTOR, PUBLIC WORKS

VICINITY MAP



VICINITY MAP NOT TO SCALE

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT OF
SPRINGDALE BEST STORAGE SUBDIVISION TO THE
CITY OF SPRINGDALE, ARKANSAS, AND DECLARING
AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

PARCEL #815-28738-050:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N87°44'51"W 525.18' FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S02°29'41"W 739.73' TO AN EXISTING REBAR, THENCE S87°30'54"E 29.94' TO AN EXISTING REBAR, THENCE S02°29'59"W 421.21' TO AN EXISTING REBAR, THENCE S87°36'20"E 165.19' TO AN EXISTING REBAR, THENCE S02°33'40"W 155.65' TO AN EXISTING REBAR, THENCE N87°32'30"W 494.95' TO AN EXISTING REBAR, THENCE N01°41'23"E 1315.40', THENCE S87°44'51"E 318.52' TO THE POINT OF BEGINNING, CONTAINING 10.33 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN CASTEEL LANE RIGHT-OF-WAY ON THE EAST SIDE, SUBJECT TO THAT PORTION IN EAST EMMA AVENUE RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the final plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said final plat and join with the said petitioner in petitioning the City Council to accept the said **FINAL PLAT OF SPRINGDALE BEST STORAGE SUBDIVISION** to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the **FINAL PLAT OF SPRINGDALE BEST STORAGE SUBDIVISION** to the City of Springdale, Arkansas, as shown on the final plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, WASHINGTON County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

ADJACENT LAND OWNERS:
1) HARTWICK, SHANNON W
110 HOSS ST
CENTERTON, AR 72719-9214
PARCEL #815-37344-000
ZONED: C-2
2) HUIZAR, SALVADOR
200 BETTY HILL AVE
DUARTE, CA 91010
PARCEL #815-37345-000
ZONED: C-2
3) CLUM, ALISA
PO BOX 8212
NEWPORT BEACH, CA 92658
PARCEL #815-37346-000
ZONED: C-2
4) NELFORD, MONTGOMERY G III
PO BOX 1412
FAYETTEVILLE, AR 72702
PARCEL #815-37347-000
ZONED: C-2
5) DBCB PROPERTIES LLC
246 VIA TALDO ST
SPRINGDALE, AR 72762
PARCEL #815-37348-000
ZONED: C-2
6) DBT PROPERTIES LLC
246 VIA TALDO ST
SPRINGDALE, AR 72762
PARCEL #815-37349-000
ZONED: C-2
7) RUIZ, NICANDRO SOTO
177 ERIN PL
SPRINGDALE, AR 72764
PARCEL #815-37350-000
ZONED: C-2
8) SIRIS INC
PO BOX 760
WEST FORK, AR 72774
PARCEL #815-37351-000
ZONED: MF-4
9) SPRINGDALE PUBLIC FACILITIES BOARD
PO BOX 166
SPRINGDALE, AR 72765-0166
PARCEL #815-22505-165
ZONED: I-3
10) VINTECH NANO MATERIALS LLC
16825 NORTHCHASE STE 1400
HOUSTON, TX 77060
PARCEL #815-22505-166
ZONED: I-3
11) FAITH FREE WILL BAPTIST CHURCH
5370 BOB MILLS RD
SPRINGDALE, AR 72762-0439
PARCELS #815-28738-070 & #815-28738-110
ZONED: A-1/SF-2
12) HILTON, SAVANNA
183 CASTEEL LN
SPRINGDALE, AR 72764-4727
PARCEL #815-28738-080
ZONED: A-1
13) REYES, ASCENCION
197 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-090
ZONED: A-1
14) MONDRAGON, MANUEL
211 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-100
ZONED: A-1
15) CAHOON, THOMAS P
2 S STONEBRIDGE RD
FAYETTEVILLE, AR 72701
PARCEL #815-28738-051
ZONED: A-1
16) JOSEPH, ELIPET
243 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-120
ZONED: A-1
17) JIM JONES INVESTMENTS INC
15531 COW FACE RD
LOWELL, AR 72745
PARCEL #815-28738-130
ZONED: A-1
18) GONZALES, CARLOS EDUARDO
274 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-052
ZONED: C-2
19) GONZALEZ, ROSA MELIDA
292 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-053
ZONED: C-2
20) CALDERA, PASCUAL
318 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-060
ZONED: A-1
21) ESCOBAR, JOSE J
315 CASTELL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-160
ZONED: A-1
22) BROWN, JOHN DAVID (SURVIVOR)
2600 N CROSSOVER RD
FAYETTEVILLE, AR 72703-4370
PARCEL #815-28738-170
ZONED: A-1
23) CITY OF SPRINGDALE
201 N SPRING ST
SPRINGDALE, AR 72764
PARCELS #815-28738-210 & #815-33843-000
ZONED: MF-16/I-1
24) AMERICAN TUBING ARKANSAS LLC
2191 FORD AVE
SPRINGDALE, AR 72764
PARCEL #815-33844-000
ZONED: C-2/I-1
25) EDENS, SHERRY; RICH SHARON;
NEWBERRY, MARLEEN;
PO BOX 9996
FAYETTEVILLE, AR 72703
PARCEL #815-28738-140
ZONED: A-1
26) WALTERS, IAN
285 CASTEEL LN
SPRINGDALE, AR 72764
PARCEL #815-28738-150
ZONED: A-1

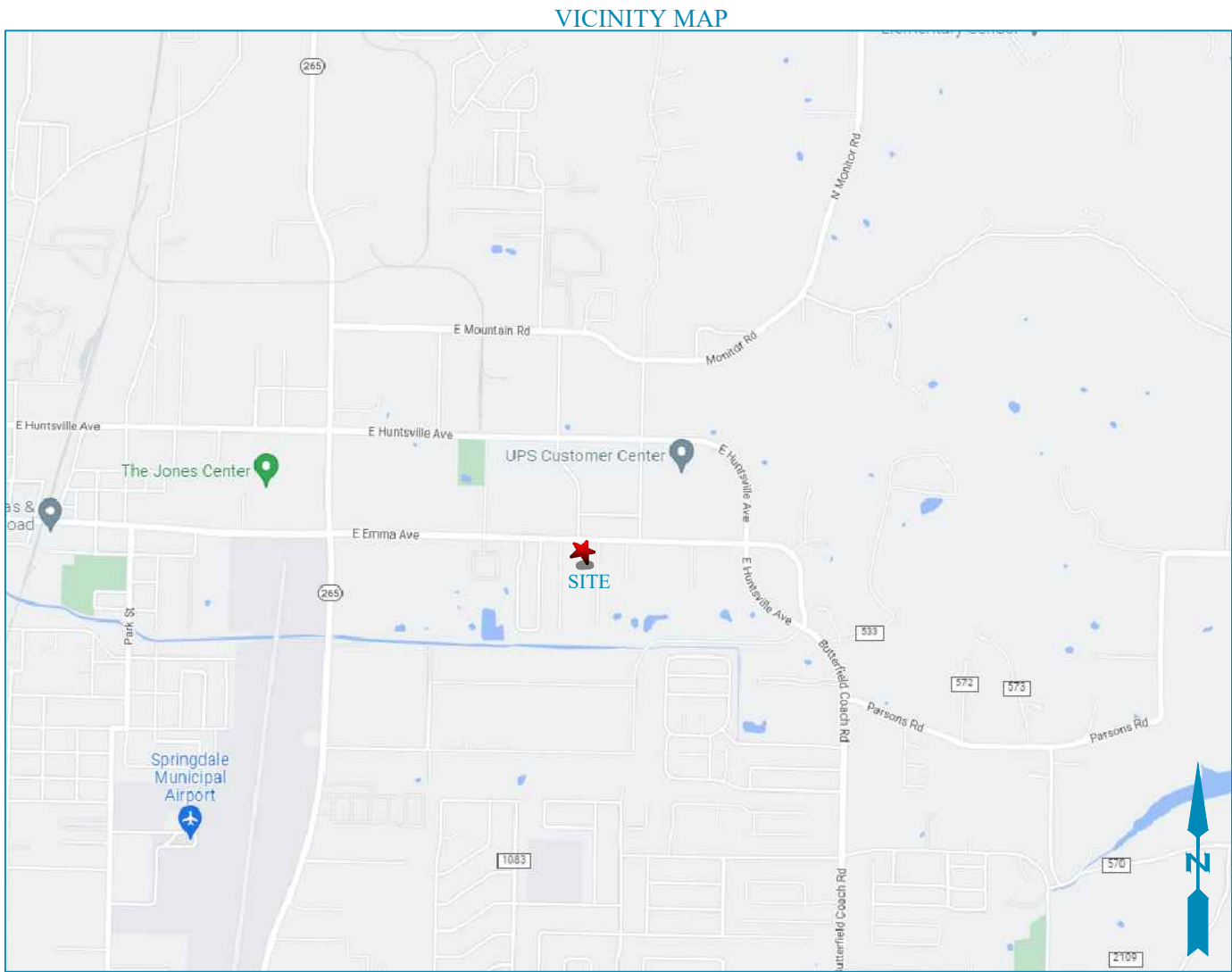
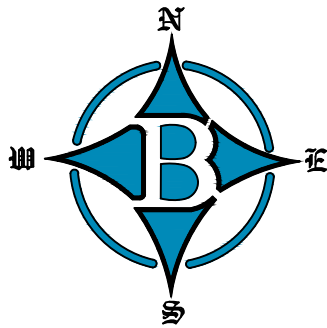
NOTES:
1) 5/8" REBAR AND CAP #1642 SET AT ALL PROPERTY CORNERS
2) THERE ARE NO KNOWN EXISTING OR ABANDONED WATER WELLS, SUMPS, CESSPOOLS, SPRING WATER IMPOUNDMENTS, AND UNDERGROUND STRUCTURES ON THE SUBJECT PROPERTY.
3) THERE ARE NO KNOWN EXISTING EROSION PROBLEMS ON-SITE OR WITHIN 100' DOWNSTREAM OF THE SUBJECT PROPERTY.
4) THERE IS NO KNOWN ARMY CORP OF ENGINEERS WETLANDS DETERMINATION IN PROGRESS WHICH AFFECTS SUBJECT PROPERTY.
5) THIS PLAT FILED FOR THE PURPOSE OF PLACING LOTS 1-6 ON RECORD.
6) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
7) A WAIVER OF STREET IMPROVEMENTS WAS APPROVED AT A SPRINGDALE PLANNING COMMISSION MEETING HELD ON AUGUST 2, 2022 (W22-13).

SPRINGDALE BEST STORAGE SUBDIVISION FINAL PLAT

SHEET 1 OF 5

CITY OF SPRINGDALE
PROJECT #FP22-06

INDEX OF SHEETS:
SHEET 1: COVER
SHEET 2: FINAL PLAT
SHEET 3: FINAL PLAT
SHEET 4: FINAL PLAT
SHEET 5: DETAILS



FIELD WORK:
JUNE 13, 14, 15, 16, 17, & 20, 2022
OCTOBER 20, 2022

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(HARN) HORIZONTAL DATUM

BASIS OF ELEVATION:
CITY OF SPRINGDALE GPS MONUMENT #18293102
NAVD88 VERTICAL DATUM

PROPERTY ZONED:
C-2

BUILDING SETBACKS PER C-2 ZONING:
FRONT 30ft
FRONT (PARKING BETWEEN R/W & BLDG) 50ft
SIDE (SUBJECT TO FIRE/BLDG CODES) 00ft
SIDE (CONTIGUOUS TO RESIDENTIAL) 20ft
REAR 20ft

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 13947
2) PLAT OF SURVEY FILED IN BOOK 2000 AT PAGE 6281
3) PLAT OF SURVEY FILED IN BOOK 24A AT PAGE 263
4) PLAT OF SURVEY FILED IN BOOK 15 AT PAGE 44
5) PLAT OF SURVEY FILED IN BOOK 24 AT PAGE 87
6) FINAL PLAT OF MATHIAS MIXED USE SUBDIVISION FILED IN BOOK 23A AT PAGE 188
7) PLAT OF SURVEY DATED FEBRUARY 17, 2020, PREPARED BY BATES & ASSOCIATES FOR CORY ROGERS; JOB #18-283
8) PLAT OF SURVEY FILED IN BOOK 2006 AT PAGE 5918
9) QUITCLAIM DEED FILED IN BOOK 2019 AT PAGE 11021
10) WARRANTY DEED FILED IN BOOK 2022 AT PAGE 18210
11) EASEMENT FILED IN BOOK 96 AT PAGE 46470
12) EASEMENT FILED IN BOOK 2004 AT PAGE 4220
13) QUITCLAIM DEED FILED IN BOOK 766 AT PAGE 27
14) EASEMENT FILED IN BOOK 96 AT PAGE 56017
15) RIGHT-OF-WAY GRANT FILED IN BOOK 708 AT PAGE 373

SURVEY DESCRIPTION (PARCEL #815-28738-050):
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N87°44'51" W 525.18' FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S02°29'41" W 739.73' TO AN EXISTING REBAR, THENCE S87°30'54" E 29.94' TO AN EXISTING REBAR, THENCE S02°29'59" W 421.21' TO AN EXISTING REBAR, THENCE S87°36'20" E 165.19' TO AN EXISTING REBAR, THENCE S02°33'40" W 155.65' TO AN EXISTING REBAR, THENCE N87°32'30" W 494.95' TO AN EXISTING REBAR, THENCE N01°41'23" E 1315.40', THENCE S87°44'51" E 318.52' TO THE POINT OF BEGINNING, CONTAINING 10.33 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN CASTEEL LANE RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

UTILITY EASEMENT DESCRIPTION:
A UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N87°44'51" W 525.18', THENCE S02°29'41" W 739.73', THENCE S02°30'05" W 261.02', THENCE N87°35'16" W 135.07' TO AN EXISTING REBAR MARKING THE TRUE POINT OF BEGINNING OF SAID EASEMENT AND RUNNING THENCE S02°29'31" W 209.58', THENCE N87°45'51" W 10.92' TO THE EAST LINE OF AN EXISTING 25' WATER & SEWER EASEMENT PER BOOK 96, PAGE 46470 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE ALONG SAID EAST LINE N02°14'09" E 209.58', THENCE LEAVING SAID EAST LINE S87°45'51" E 11.86' TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S 87°32'51" E	9.13'
L2	N 02°36'58" E	0.53'
L3	N 87°45'51" W	10.92'
L4	S 87°45'51" E	11.86'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	14.00'	14.91'	14.22'	S 33°13'06" W	61°02'17"	8.25'
C2	59.50'	11.22'	11.21'	S 58°19'52" W	10°48'30"	5.63'
C3	59.50'	145.72'	111.94'	S 17°14'06" E	140°19'25"	164.92'
C4	59.50'	156.92'	115.24'	N 17°03'01" E	151°06'22"	230.95'
C5	14.00'	14.93'	14.24'	N 27°56'36" W	61°07'08"	8.27'

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- SET 5/8" REBAR/CAP
- ⊠ FOUND 1/2" REBAR
- △ COMPUTED POINT
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- YARD HYDRANT
- WATER METER
- CLEANOUT
- ⊕ FIRE HYDRANT

- STORM SEWER MH
- AC CONDENSER UNIT
- SANITARY SEWER MH
- MANHOLE
- POWER POLE
- WATER VALVE
- GUY METER
- GUY ANCHOR
- LIGHT
- ELECTRICAL BOX
- GAS METER HOOKUP

- BOUNDARY LINE (MEASURED)
- - - PARCEL LINE
- - - FORTY LINE/TIE LINE
- - - CENTERLINE OF ROAD
- - - RIGHT-OF-WAY
- - - WATER LINE
- - - WS - WATER SERVICE LINE
- - - S - SEWER LINE
- - - SSV - SEWER SERVICE LINE
- - - OVERHEAD POWER LINE
- - - GUY WIRE
- - - FENCE
- - - UTILITY EASEMENT
- - - BUILDING SETBACK

PROJECT SITE ADDRESS: EAST EMMA & CASTEEL AVENUE
SPRINGDALE, ARKANSAS

PARCEL: #815-28738-050

ACREAGE: 10.33 +/-

CURRENT ZONING: C-2

PROPOSED USE: SUBDIVISION
5 SINGLE-FAMILY LOTS
1 COMMERCIAL LOT

OWNER/DEVELOPER: SPRINGDALE'S BEST STORAGE QOF LLC
10620 HWY 72 W
BENTONVILLE, AR 72712

ENGINEER/SURVEYOR: BATES & ASSOCIATES, INC.
7230 S. PLEASANT RIDGE DR.
FAYETTEVILLE, AR 72704
PHONE: (479) 442-9350

*WAIVER REQUEST W22-13 WAS APPROVED AT A PLANNING COMMISSION MEETING HELD ON OCTOBER 4, 2022 FOR A WAIVER OF THE REQUIRED IMPROVEMENTS OF STREETS, SIDEWALKS, AND WATER LINES AT THE TIME OF PRELIMINARY AND FINAL PLAT. IMPROVEMENTS WILL BE BONDED AT THIS TIME AND CONSTRUCTION OF IMPROVEMENTS TO COMMENCE WITH THE FUTURE LARGE SCALE DEVELOPMENT ON LOT 2.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL #05143C0090F. DATED 05/16/2008)

CERTIFICATION OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN ON THE PLAT. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW

DATE _____ OWNER _____

CERTIFICATION OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____.

RESOLUTION:

_____ HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE.

CERTIFICATES OF ACCEPTANCE:
THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

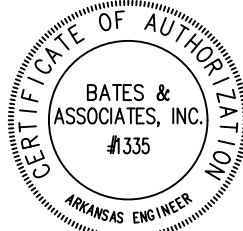
ACCEPTANCE OF DEDICATIONS:	DATE _____	CITY CLERK _____
	DATE _____	MAYOR _____
COMMISSION:	DATE _____	SECRETARY, PLANNING _____
	DATE _____	CHAIRMAN, PLANNING COMMISSION _____
APPROVAL FOR RECORDING:	DATE _____	DIRECTOR, COMMUNITY DEVELOPMENT DIVISION _____
WATER AND SEWER:	DATE _____	ENGINEER, SPRINGDALE WATER UTILITIES _____
STREETS AND DRAINAGE:	DATE _____	DIRECTOR, PUBLIC WORKS _____



GRAPHIC SCALE (IN FEET)
1 Inch = 40ft.

STATE RECORDING NUMBER:
500-18N-29W-0-31-220-72-1642

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 20TH DAY OF OCTOBER, 2022.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

DRAWING #22-210PP

FOR USE AND BENEFIT OF:
CALCON, INC.

ADDRESS: EAST EMMA AVENUE & CASTEEL LANE
SPRINGDALE, ARKANSAS

DATE: 10/20/22 SCALE: 1"=40'

LOCATION: SECTION: 31 TOWNSHIP: 18 NORTH RANGE: 29 WEST

SURVEYED: DRAFTED: JIRICH MR, AH

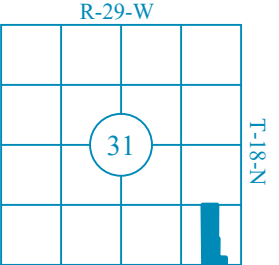
REVIEWED: DT COA #1335



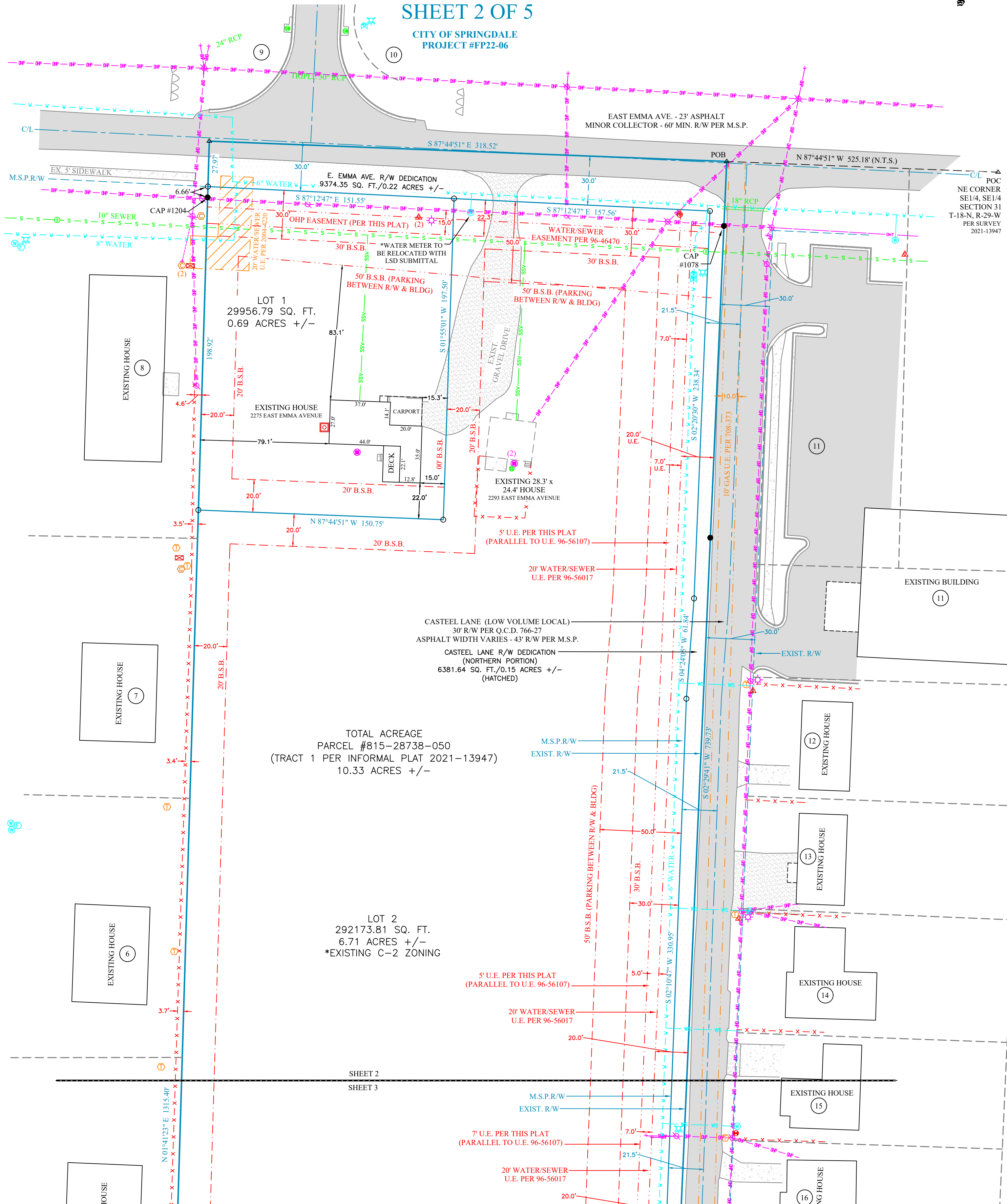
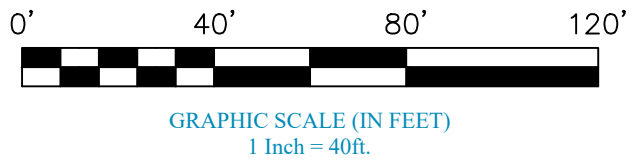
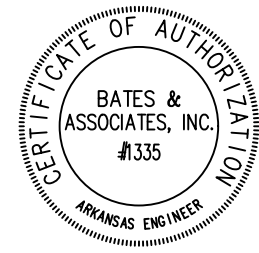
Bates & Associates, Inc.
Engineers • Surveyors

7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350 • Fax 479.521.9350
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Location Map:



SPRINGDALE BEST STORAGE SUBDIVISION FINAL PLAT SHEET 2 OF 5



TOTAL ACREAGE
PARCEL #815-28738-050
(TRACT 1 PER INFORMAL PLAT 2021-13947)
10.33 ACRES +/-

LOT 2
292173.81 SQ. FT.
6.71 ACRES +/-
*EXISTING C-2 ZONING

SHEET 2
SHEET 3

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- SET 5/8" REBAR/CAP
- FOUND 1/2" REBAR
- FINISHED FLOOR ELEVATION
- COMPUTED POINT
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER METER
- CLEANOUT
- FIRE HYDRANT

- STORM SEWER MH
- AC CONDENSER UNIT
- SANITARY SEWER MH
- MANHOLE
- POWER POLE
- WATER VALVE
- GAS METER
- GUY ANCHOR
- LIGHT
- ELECTRICAL BOX
- GAS METER HOOKUP

- BOUNDARY LINE (MEASURED)
- PARCEL LINE
- FORTY LINE/TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- WATER SERVICE LINE
- SEWER LINE
- SEWER SERVICE LINE
- OVERHEAD POWER LINE
- GUY WIRE
- FENCE
- UTILITY EASEMENT
- BUILDING SETBACK

RECORDING NUMBER/DATE

FOR USE AND BENEFIT OF:
CALCON, INC.

ADDRESS:
EAST EMMA AVENUE & CASTEEL LANE
SPRINGDALE, ARKANSAS

DATE: 10/20/22
LOCATION: SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST

SCALE: 1"=40'

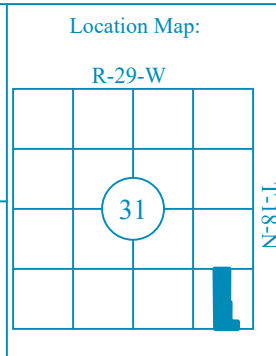
SURVEYED: JRIC
DRAFTED: MR, AH
REVIEWED: DT
COA #1335

Bates & Associates, Inc.
Engineers - Surveyors

7230 S. Pleasant Ridge Dr. Fayetteville, Arkansas 72704 • 479.442.9350 • Fax 479.521.9350

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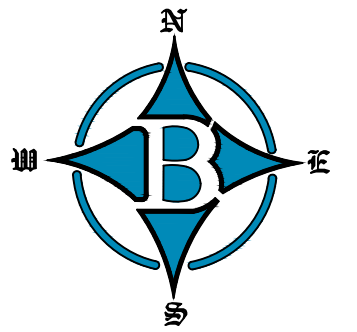
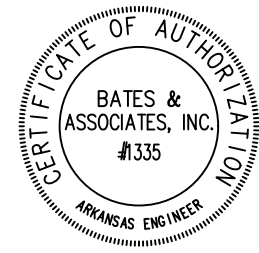




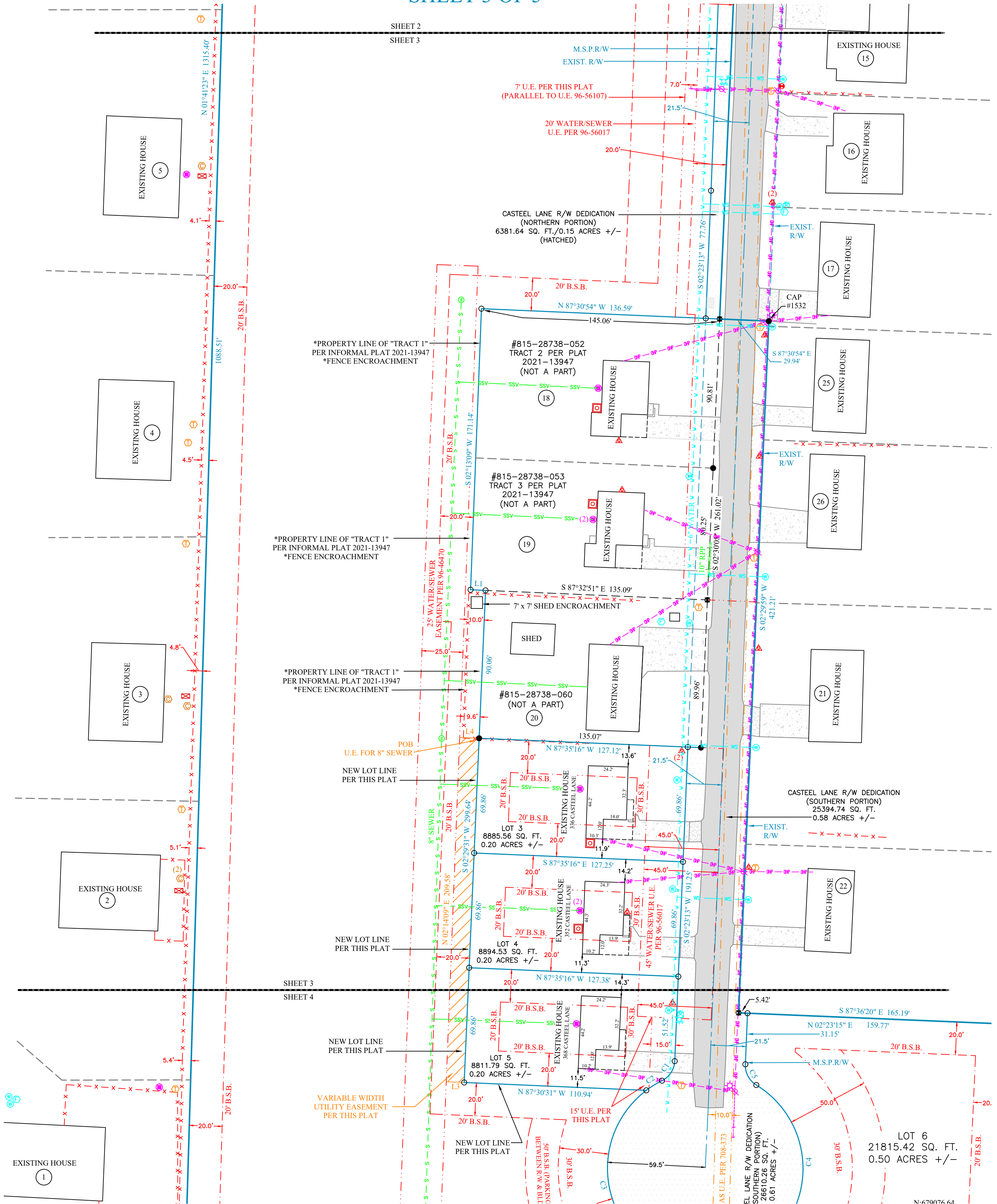
GRAPHIC SCALE (IN FEET)
1 Inch = 40ft.

CITY OF SPRINGDALE
PROJECT #FP22-06

SPRINGDALE BEST STORAGE SUBDIVISION FINAL PLAT SHEET 3 OF 5



SHEET 2
SHEET 3



LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- SET 5/8" REBAR/CAP
- ⊠ FOUND 1/2" REBAR
- FINISHED FLOOR ELEVATION
- ⊕ COMPUTED POINT
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- ⊕ YARD HYDRANT
- WATER METER
- ⊕ CLEANOUT
- ⊕ FIRE HYDRANT

- STORM SEWER MH
- ⊕ AC CONDENSER UNIT
- ⊕ SANITARY SEWER MH
- ⊕ MANHOLE
- ⊕ POWER POLE
- ⊕ WATER VALVE
- ⊕ GAS METER
- ⊕ GUY ANCHOR
- ⊕ LIGHT
- ⊕ ELECTRICAL BOX
- ⊕ GAS METER HOOKUP

BOUNDARY LINE (MEASURED)
— PARCEL LINE
— FORTY LINE/TIE LINE
— CENTERLINE OF ROAD
— RIGHT-OF-WAY
— WATER LINE
— WATER SERVICE LINE
— SEWER LINE
— SEWER SERVICE LINE
— OVERHEAD POWER LINE
— GUY WIRE
— FENCE
— UTILITY EASEMENT
— BUILDING SETBACK

RECORDING NUMBER/DATE

FOR USE AND BENEFIT OF:
CALCON, INC.

ADDRESS:
EAST EMMA AVENUE & CASTELL LANE
SPRINGDALE, ARKANSAS

DATE: 10/20/22
LOCATION: SECTION 31
TOWNSHIP: 18 NORTH
RANGE: 29 WEST

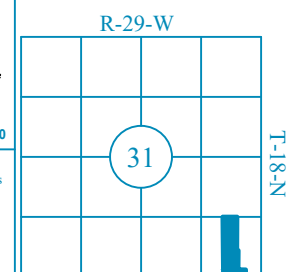
SCALE: 1"=40'
SURVEYED: DRAFTED:
J.R.I.C. MR.AH
REVIEWED: DT
COA #1335



Bates & Associates, Inc.
Engineers - Surveyors

7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350 • Fax 479.521.9350
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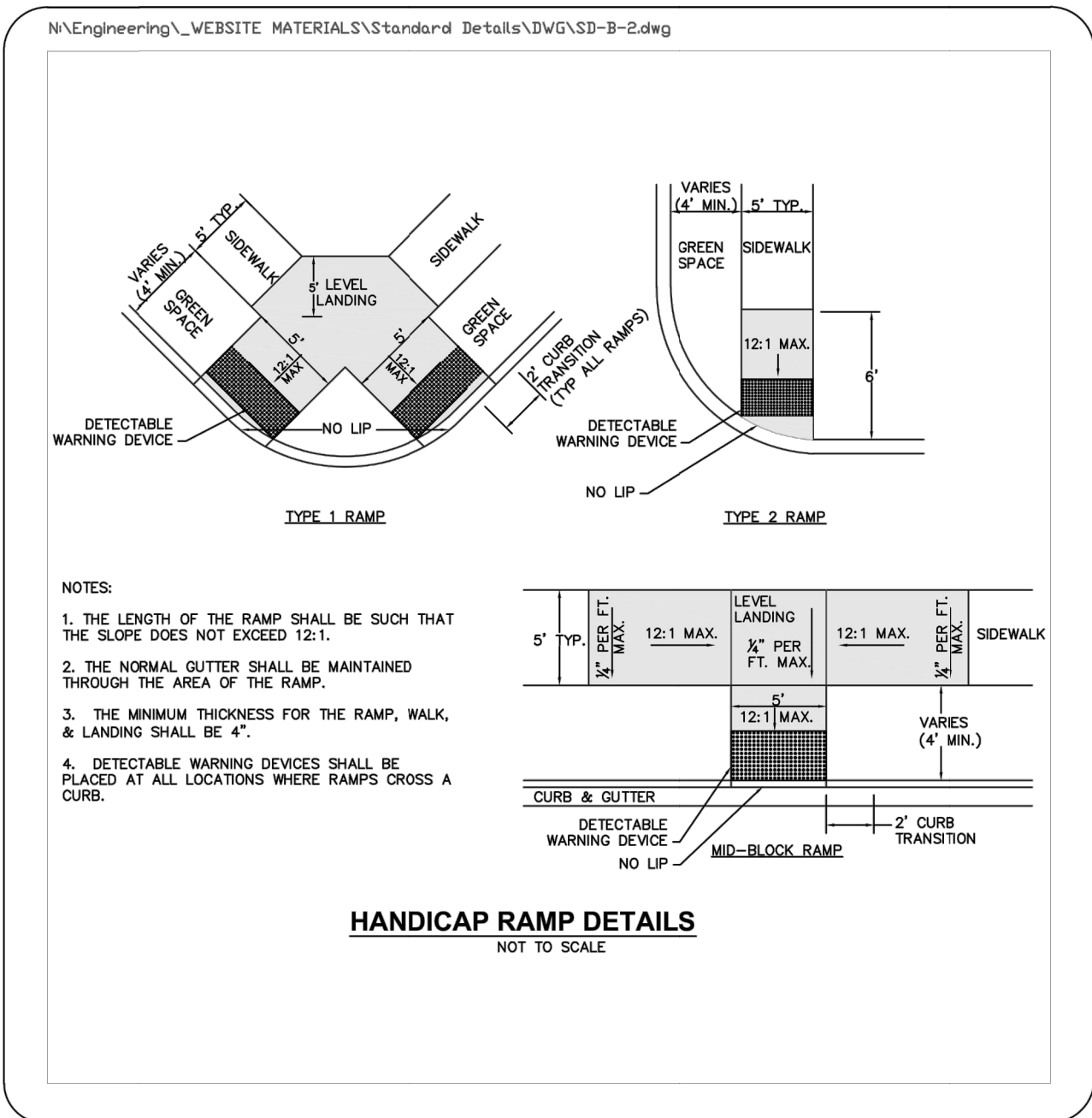
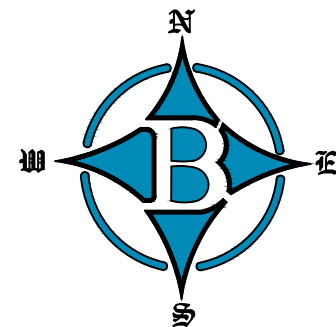
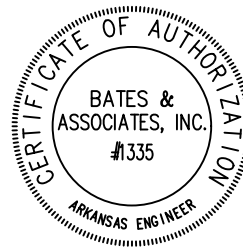
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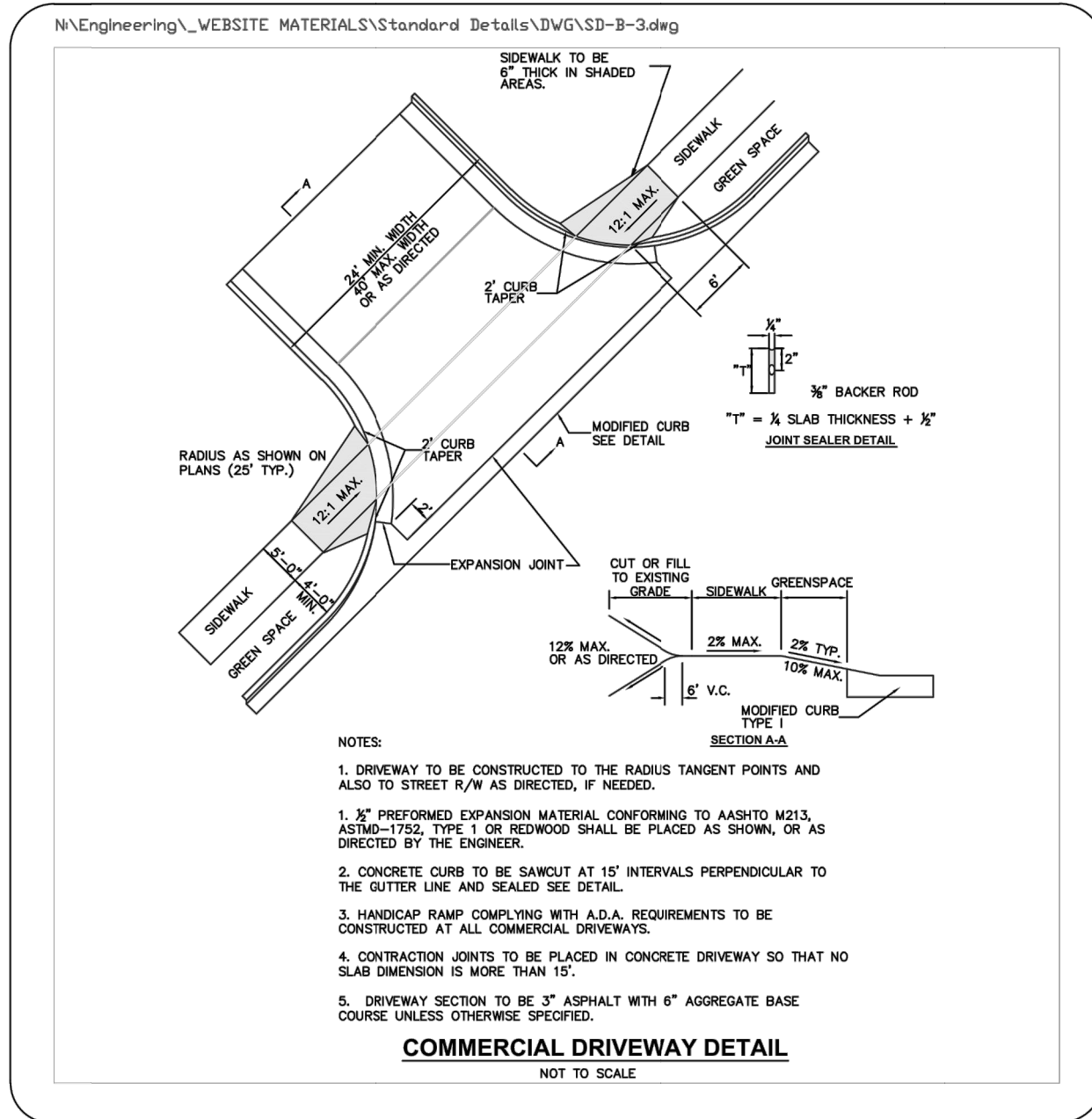
DRAWING #22-210PP

SPRINGDALE BEST STORAGE
SUBDIVISION
FINAL PLAT
SHEET 5 OF 5

CITY OF SPRINGDALE
PROJECT #FP22-06

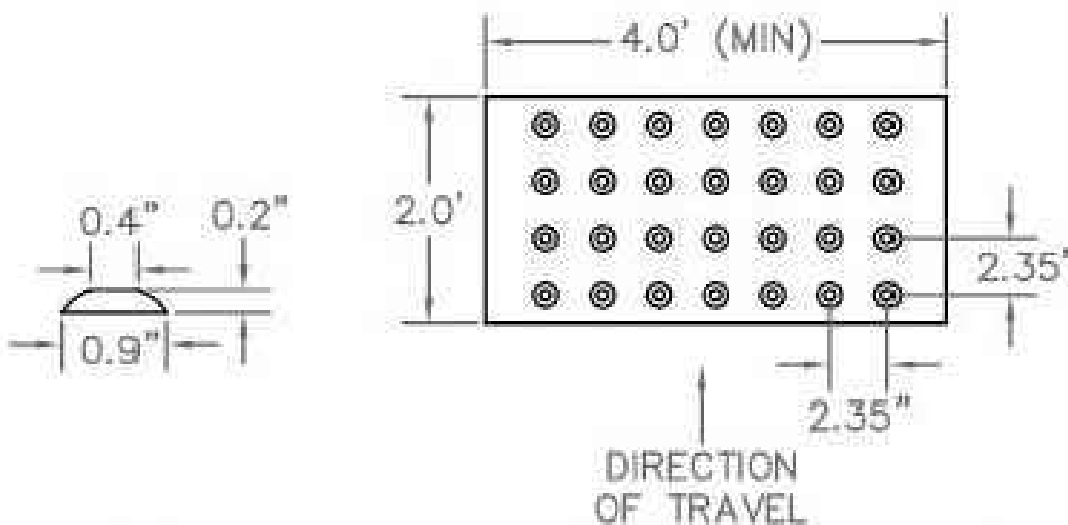


STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: NOVEMBER 2016 DESIGNED BY: KPP DRAWN BY: KPP CHECKED BY: KPP APPROVED BY: BNB	
SECTION B TYPICAL STREET, DRIVEWAY & SIDEWALK DETAILS	FILE NO. SD-B-2	



STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: OCTOBER 2016 DESIGNED BY: WWP DRAWN BY: WWP CHECKED BY: KPP APPROVED BY: BNB	
SECTION B TYPICAL STREET, DRIVEWAY & SIDEWALK DETAILS	FILE NO. SD-B-3	

1. THE DETECTABLE WARNING DEVICE SHALL BE LOCATED SO THAT THE NEAREST EDGE OF THE DEVICE IS LOCATED AT THE BACK OF CURB.
2. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
3. DETECTABLE WARNING DEVICES SHALL BE A VITRIFIED POLYMER COMPOSITE (VCP) OR CAST IRON AND SHALL BE CAST IN PLASTIC CONCRETE UNLESS OTHERWISE DIRECTED BY PLANNING DEPARTMENT STAFF.



DETECTABLE WARNING DEVICE

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- SET 5/8" REBAR/CAP
- FOUND 1/2" REBAR
- FINISHED FLOOR ELEVATION
- △ COMPUTED POINT
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- YARD HYDRANT
- WATER METER
- CLEANOUT
- ★ FIRE HYDRANT

- STORM SEWER MH
- AC CONDENSER UNIT
- SANITARY SEWER MH
- MANHOLE
- POWER POLE
- WATER VALVE
- GAS METER
- GUY ANCHOR
- LIGHT
- ELECTRICAL BOX
- GAS METER HOOKUP

- BOUNDARY LINE (MEASURED)
- PARCEL LINE
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- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- W — W — WATER LINE
- WS — WS — WATER SERVICE LINE
- S — S — SEWER LINE
- SSV — SSV — SEWER SERVICE LINE
- OP — OP — OVERHEAD POWER LINE
- GUY WIRE
- X — X — FENCE
- — — — — UTILITY EASEMENT
- — — — — BUILDING SETBACK

RECORDING NUMBER/DATE

DRAWING #22-210PP

FOR USE AND BENEFIT OF:
CALCON, INC.

ADDRESS:
EAST EMMA AVENUE & CASTLE LANE
SPRINGDALE, ARKANSAS

DATE: 10/20/22
SECTION: 31
TOWNSHIP: 18 NORTH
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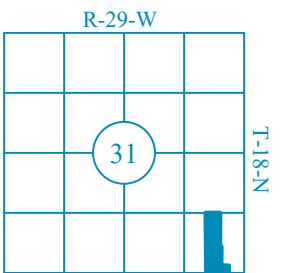
SCALE: 1"=40'
SURVEYED: DRAFTED:
JRIC MR, AH
REVIEWED: DT
COA #1335



Bates & Associates, Inc.
Engineers - Surveyors

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Location Map:



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO ERIC AND JILL MILLER IN CONNECTION WITH 6200 COPPERHEAD ROAD, A SINGLE-FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 6200 Copperhead Road a single family dwelling for Eric and Jill Miller and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to Copperhead Road including drainage improvements related thereto, sidewalks in connection with 6200 Copperhead Road, a single family dwelling for Eric and Jill Miller.

Option 2: Denies a waiver of street improvements to Copperhead Road including drainage improvements related thereto, sidewalks in connection with 6200 Copperhead Road, a single family dwelling for Eric and Jill Miller.

Option 3: Approves payment in lieu of improvements to Copperhead Road in connection with 6200 Copperhead Road, a single family dwelling for Eric and Jill Miller with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Copperhead Road including drainage improvements related thereto, sidewalks to be built in connection with 6200 Copperhead Road, a single family dwelling for Eric and Jill Miller.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Doug Sprouse, Mayor

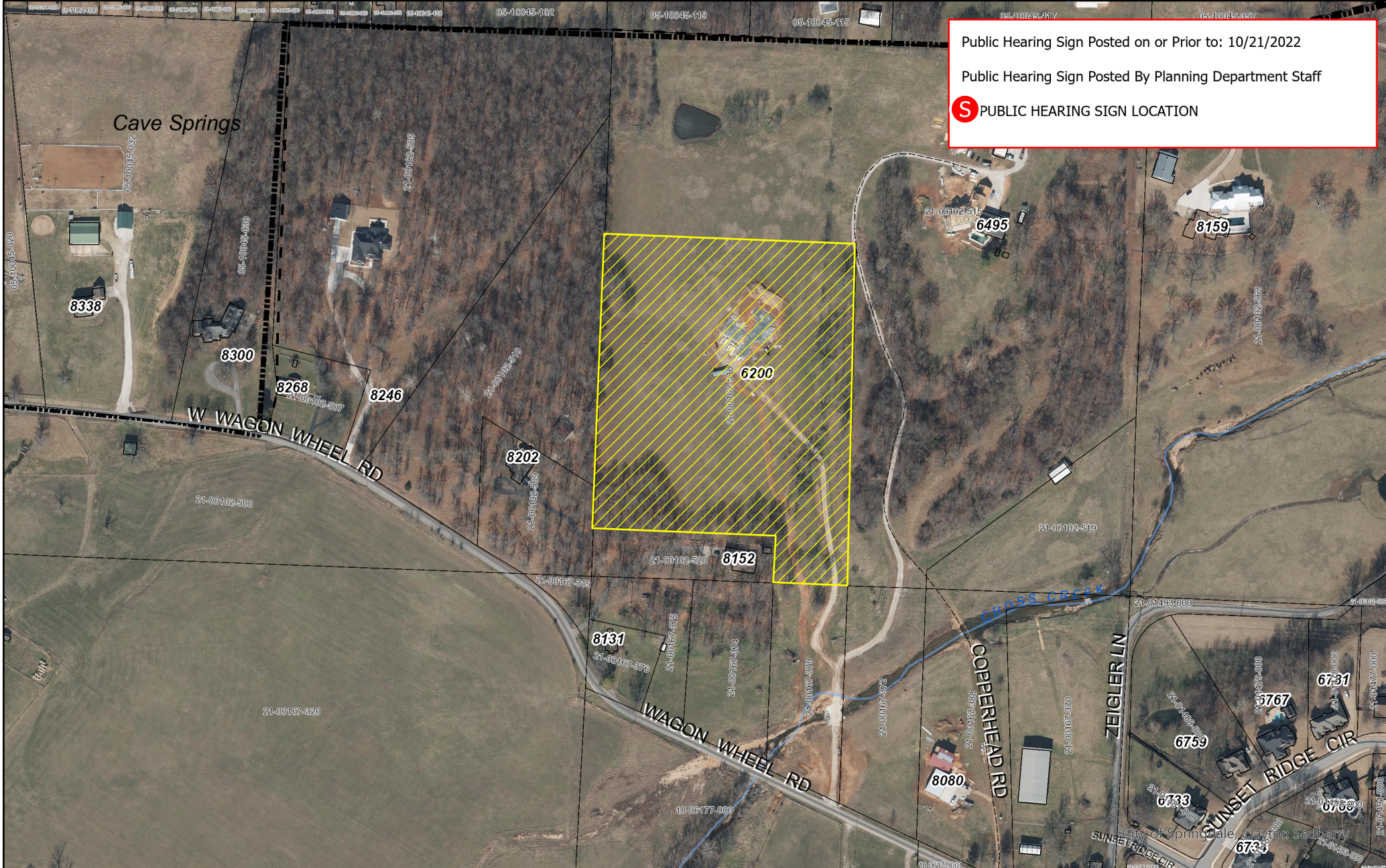
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Public Hearing Sign Posted on or Prior to: 10/21/2022
Public Hearing Sign Posted By Planning Department Staff
S PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
November 1, 2022

00.00.03 0.05 0.08 0.1 Miles



PROJECT: W22-21
APPLICANT: Eric and Jill Miller
REQUEST: Waiver of Sidewalk Requirement
on Wagon Wheel Road



SPRINGDALE
WE'RE MAKING IT HAPPEN

Page 28 of 188

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2023 BUDGET OF THE
SPRINGDALE POLICE DEPARTMENT AND APPROVING
SALARY INCREASES FOR LAW ENFORCEMENT
OFFICERS.**

WHEREAS, the City Council of the City of Springdale, Arkansas, recognizes the importance of law enforcement, and it is therefore imperative that compensation for these positions be such as will attract and retain qualified individuals in these positions;

WHEREAS, the Springdale Police Department has recently experienced high turnover in law enforcement officers, and currently has over 15 open positions for law enforcement officers;

WHEREAS, it has been determined that adjustments need to be made to the salary of newly sworn law enforcement officers, and that adjustments to the pay scale for currently employed law enforcement officers also need to be made; and

WHEREAS, the Police Department wishes to implement these salary increases effective January 1, 2023, but be paid from the 2023 budget, and as such, the 2023 Springdale Police Department budget is requested to be amended in an amount necessary to fund the salary increases, said amount not to exceed amount \$2,290,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the compensation for newly sworn law enforcement officers, and adjustments to the pay scale for currently employed law enforcement officers at the Springdale Police Department are hereby approved, and the 2023 budget of the Springdale Police Department is hereby amended in an amount not to exceed \$2,290,000.00 to be paid from the Unrestricted General Fund, and to be effective January 1, 2023.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CITY OF
SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR
2023.**

WHEREAS, the Mayor of the City of Springdale, Arkansas, has presented a budget for the calendar year 2023 to the City Council for the City of Springdale, Arkansas, as required by Ark. Code Ann. §14-58-201; and

WHEERAS, the Mayor’s proposed budget includes salary increases for City employees;

WHEREAS, the Finance Committee of the Springdale City Council held budget work sessions to review, study, discuss, and adjust the 2023 budget proposed by the Mayor and has requested this resolution be placed on the City Council agenda;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2023 Mayor’s budget, the salary increases included therein, the changes in authorized positions included therein, and any changes made by the Finance Committee, are hereby passed and approved with the compensation increases to be effective January 1, 2023.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE SETTING THE SALARIES OF THE ELECTED OFFICIALS AND PLANNING COMMISSION MEMBERS OF THE CITY OF SPRINGDALE, ARKANSAS; AND REPEALING ORDINANCE NO. 5674.

WHEREAS, the Arkansas Municipal League legal staff has recommended that salaries of elected officials be established by Ordinance; and

WHEREAS, the proposed 2023 budget of the City of Springdale, Arkansas, includes increases in compensation for elected officials.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

Section 1: Effective January 1, 2023, the annual compensation for Springdale elected officials and Planning Commission members shall be as shown below:

City Council Members	\$	12,720
Planning Commission Members	\$	5,088
Mayor	\$	156,390
City Clerk/Treasurer	\$	109,562
City Attorney	\$	143,275

Section 2: Ordinance Number 5674 setting salaries for elected officials is hereby repealed effective January 1, 2023.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective January 1, 2023.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A CHANGE ORDER WITH MILESTONE CONSTRUCTION FOR WATER AND SEWER IMPROVEMENTS RELATED TO THE RAZORBACK GREENWAY REALIGNMENT PROJECT

WHEREAS, The City of Springdale has contracted with Milestone Construction for improvements known as the Razorback Greenway Alignment; and

WHEREAS, Springdale Water Utilities desires to make improvements to its facilities related to the Razorback Greenway Alignment and;

WHEREAS, Springdale Water Utilities agrees to reimburse the City of Springdale for said improvements:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. The Mayor and City Clerk are authorized to execute Change Order #1 to the Razorback Greenway Realignment Project for a change order of \$326,716.00 for water and sewer upgrades.

Section 2. The Mayor and City Clerk are authorized to execute additional change orders for water and sewer improvements as approved for reimbursement by Springdale Water Utilities.

PASSED AND APPROVED this 8th day of November, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



October 26, 2022

City of Springdale
128 Spring Street
Springdale, AR. 72764

Subject: COR #001 Razorback Greenway Realignment

Dear Mr. Peters,

Milestone Construction Company is pleased to provide you with a Guaranteed Maximum Price (GMP) of **Three Hundred Twenty-Six Thousand Seven Hundred Sixteen Dollars (326,716.00)** to add public water improvements to the above referenced project.

Our proposal has been prepared based on plans by McClelland Consulting Engineers, Inc. and dated on 9/26/2022 with mark-ups from MCE and are attached.

Scope of Work:

1. General Conditions

- a. Full time supervision while the project is under construction.
- b. Temporary utility costs for electricity, water, and gas while the project is under construction.
- c. Temporary toilet facilities while the project is under construction.
- d. Trash service as required to remove all trash from the construction site.
- e. We will use CMIC project management software. Seats for Owner and Engineer are included.

2. Site Utilities

- a. Water – Provide and install water line as shown on the drawings on pages W1 & W2. Piping to be C900 DR-14. Price includes joint restraints, thrust blocks and steel encasement with guides. Includes valves, hydrants, and fittings as necessary to avoid existing utilities as shown.
- b. Includes removal and replacement of asphalt as shown on the drawings W1 & W2, including the removal of concrete in areas of asphalt removal as shown and down Holcomb Street as necessary to install new water line and cut and cap. Includes repair of asphalt as shown on W1 & W2 drawings.



Anything not specifically mentioned above is excluded from this scope of work.

We appreciate the opportunity to provide a price for this project and look forward to working with you in the future. Please let me know should you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Davis', with a stylized flourish extending to the right.

Mike Davis
Vice President



Description	Quantity	U/M	Unit Total		Extension
			Cost		
6" C900 DR-14	80	LF	\$ 26.71	\$	2,136.80
8" C900 DR-14	480	LF	\$ 55.58	\$	26,678.40
6" Mueller H615 Tap Sleeve or Equal	2	EA	\$ 2,353.17	\$	4,706.34
8" Mueller H615 Tap Sleeve or Equal	1	EA	\$ 2,873.74	\$	2,873.74
6" T-2362 FLxFL TAP VALVE	2	EA	\$ 1,856.20	\$	3,712.40
8" T-2362 FLxFL TAP VALVE	1	EA	\$ 2,700.52	\$	2,700.52
2" T-2362 THDxTHD TAP VALVE	2	EA	\$ 796.60	\$	1,593.20
8" A-2361 MJxMJ VALVE	4	EA	\$ 2,136.80	\$	8,547.20
6" A-2361 MJxMJ VALVE	5	EA	\$ 1,424.97	\$	7,124.85
6" MJxFLG C153 ADAPTER	3	EA	\$ 341.28	\$	1,023.84
8" MJxFLG C153 ADAPTER	1	EA	\$ 457.34	\$	457.34
8" MJ TEE	2	EA	\$ 727.74	\$	1,455.48
8" 45 (1/8bend) MJ	3	EA	\$ 423.84	\$	1,271.52
8" 22 1/2 (1/16bend) MJ	5	EA	\$ 418.50	\$	2,092.50
8" 11 1/4 (1/32bend) MJ	4	EA	\$ 394.49	\$	1,577.96
8"x8"x6"x6" CROSS MJ	1	EA	\$ 997.17	\$	997.17
8" MJxMJxSWIVEL TEE	3	EA	\$ 929.17	\$	2,787.51
8"x6" MJxMJxSWIVEL TEE	3	EA	\$ 809.11	\$	2,427.33
8"x6" MJ TEE	1	EA	\$ 647.69	\$	647.69
8" PLUGS W/ EARS	4	EA	\$ 295.27	\$	1,181.08
6" PLUGS W/ EARS TAPPED 2" THD	2	EA	\$ 293.93	\$	587.86
6" MJ CAPS	4	EA	\$ 187.21	\$	748.84
8" MJ CAPS	4	EA	\$ 230.86	\$	923.44
8"x12" SWIVELxSOLID ADAPT. W/ SG	3	EA	\$ 517.09	\$	1,551.27
6"x13" SWIVELxSOLID ADAPT. W/SG	2	EA	\$ 436.67	\$	873.34
16 STEEL PIPE @ SEWER CROSSING	20	EA	\$ 151.12	\$	3,022.40
ADS PIPE GUIDE DR-14 INSIDE 16" STEEL	4	EA	\$ 212.77	\$	851.08
16"X 8" FERNCO REDUCERS FOR END SEAL	2	EA	\$ 124.91	\$	249.82
2" PE SDR-9	100	LF	\$ 5.88	\$	588.00
2" M THDx2" COMP FITTING FOR SDR-9	4	EA	\$ 171.48	\$	685.92
2" CAPS FOR SDR-9 COMP	2	EA	\$ 57.37	\$	114.74
2" COMP COUPLING FOR SDR-9	2	EA	\$ 220.07	\$	440.14
2" BRASS NIPPLE	4	EA	\$ 113.39	\$	453.56
CENTURION A-423 FIRE HYDRANT 3' BURY DEPTH	1	EA	\$ 5,065.24	\$	5,065.24
CENTURION A-423 FIRE HYDRANT 5' BURY DEPTH	1	EA	\$ 5,065.24	\$	5,065.24
CENTURION A-423 FIRE HYDRANT 6' BURY DEPTH	1	EA	\$ 5,332.04	\$	5,332.04
VALVE BOX FOR DI GATE VALVE 2' DEPTH	2	EA	\$ 323.00	\$	646.00

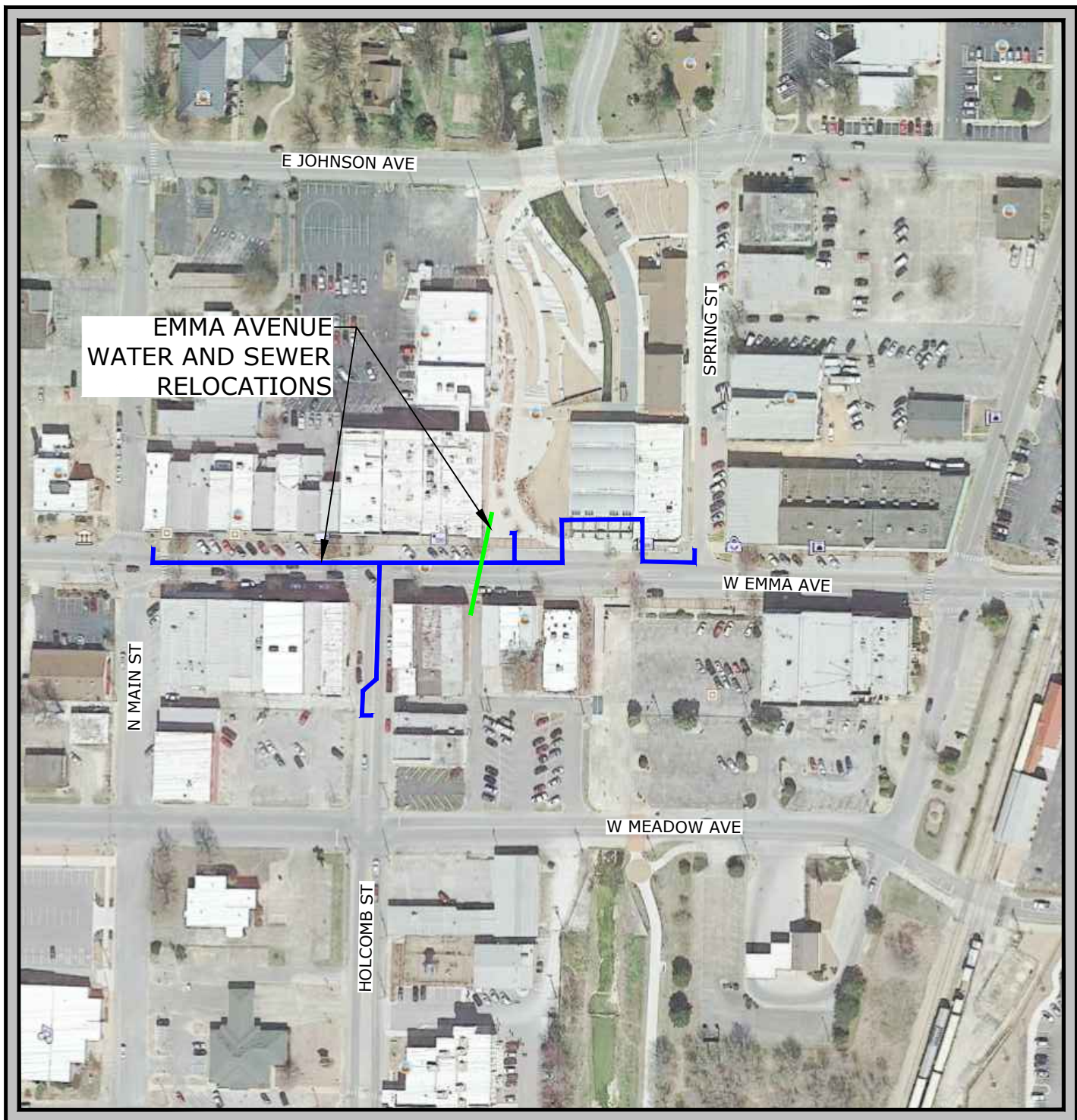
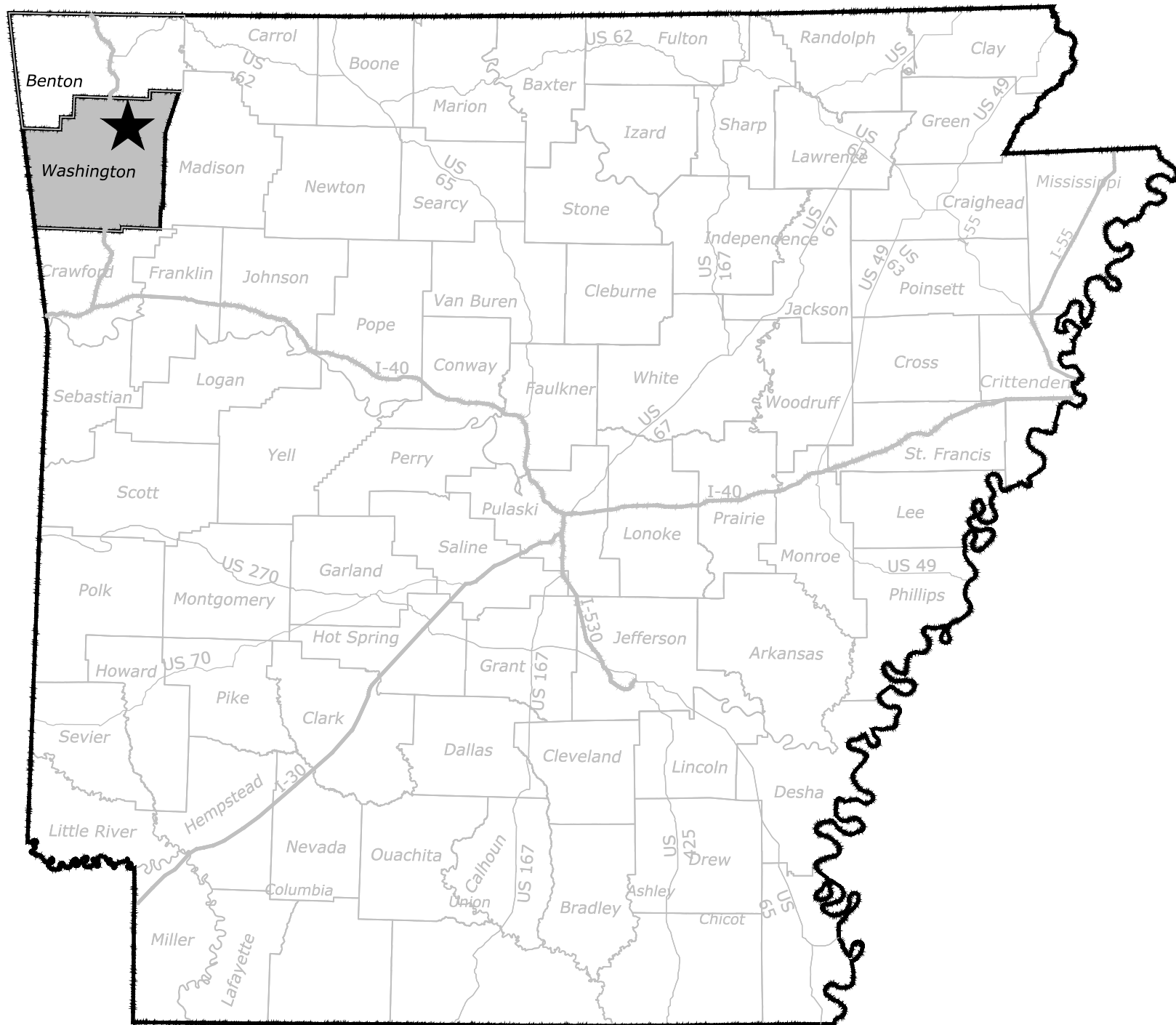
VALVE BOX FOR DI GATE VALVE 3' DEPTH	8	EA	\$	323.00	\$	2,584.00
VALVE BOX FOR DI GATE VALVE 4' DEPTH	4	EA	\$	323.00	\$	1,292.00
VALVE BOX FOR DI GATE VALVE 5' DEPTH	3	EA	\$	323.00	\$	969.00
VALVE BOX FOR DI GATE VALVE 6' DEPTH	1	EA	\$	323.00	\$	323.00
VALVE BOX FOR DI GATE VALVE 7' DEPTH	8	EA	\$	323.00	\$	2,584.00
VALVE BOX TOPS LABELED WATER	26	EA	\$	104.10	\$	2,706.60
AFC VALVE BOX SELF CENTER ALIGNMENT RINGS	14	EA	\$	61.65	\$	863.10
STANDARD VALVE BOX TOP READING TRACER	12	EA	\$	41.40	\$	496.80
VALVE BOXES TOP ONLY TYLER 6855	26	EA	\$	157.97	\$	4,107.22
ROLLS TRACER WIRE SOLID 12 GAUGE COATED	3	EA	\$	581.63	\$	1,744.89
8" SS RISER CLAMPS	12	EA	\$	195.32	\$	2,343.84
3/4" SS ALL THREAD ROD	180	EA	\$	14.22	\$	2,559.60
3/4" SS NUTS	150	EA	\$	1.89	\$	283.50
3/4" SS WASHERS	150	EA	\$	1.89	\$	283.50
8" MJ GASKETS C900 PVC TO DI FITTING	51	EA	\$	80.23	\$	4,091.73
6" MJ GASKETS C900 PVC TO DI FITTING	17	EA	\$	80.23	\$	1,363.91
4" MJ GASKETS C900 PVC TO DI FITTING	0	EA	\$	-	\$	-
8" TUFGRIP 2000 SERIES C-900 PIPE TO DI FITTING	44	EA	\$	190.89	\$	8,399.16
6" TUFGRIP 2000 SERIES C-900 PIPE TO DI FITTING	10	EA	\$	132.36	\$	1,323.60
PIPE LUBE 5 GALLON	2	EA	\$	100.05	\$	200.10
PIPE LUBE APPLICATOR	2	EA	\$	7.79	\$	15.58
6" FLANGE PACKS	4	EA	\$	89.85	\$	359.40
8" FLANGE PACKS	2	EA	\$	91.77	\$	183.54
ROLL FOIL DETECTION TAPE READING WATER	1	EA	\$	150.52	\$	150.52
Concrete Restraints	36	CY	\$	327.58	\$	11,792.88
Flowable fill over insulated pipe and abandoned lines	8	CY	\$	222.00	\$	1,776.00
- Pump Truck for Flowable Fill	1	LS	\$	1,758.47	\$	1,758.47
Hot Tap Machine	4	EA	\$	1,047.68	\$	4,190.72
Excavation and Haul Off	800	CY	\$	27.00	\$	21,600.00
Gravel Backfill (Class 7)	800	CY	\$	34.49	\$	27,592.00
Asphalt Replacement	1900	SF	\$	9.10	\$	17,290.00
Saw cut, remove and haul off of existing concrete	2100	SF	\$	7.48	\$	15,708.00
Saw cut, remove and haul off of existing asphalt	1900	SF	\$	7.48	\$	14,212.00
Excavator (39000lb)	1.5	MO	\$	7,882.79	\$	11,824.19
Backhoe	1.75	MO	\$	2,546.75	\$	4,456.81
Trench Boxes 8'x10' -	1.5	MO	\$	3,011.68	\$	4,517.52
Hydrostatic Test Rig	4	Day	\$	700.71	\$	2,802.84
Water Trailer	1	MO	\$	1,697.83	\$	1,697.83
Mini-Excavator	1.5	MO	\$	2,001.02	\$	3,001.53
Fuel for Equipment	1	LS	\$	3,638.21	\$	3,638.21
Company Vehicles	1.5	MO	\$	1,212.74	\$	1,819.11
Project Manager	0.5	MO	\$	9,889.75	\$	4,967.60
Superintendent	1.5	MO	\$	9,889.75	\$	14,834.63

Subtotal	\$	311,900.72
CM Fee	\$	14,815.28
Total	\$	326,716.00



EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS

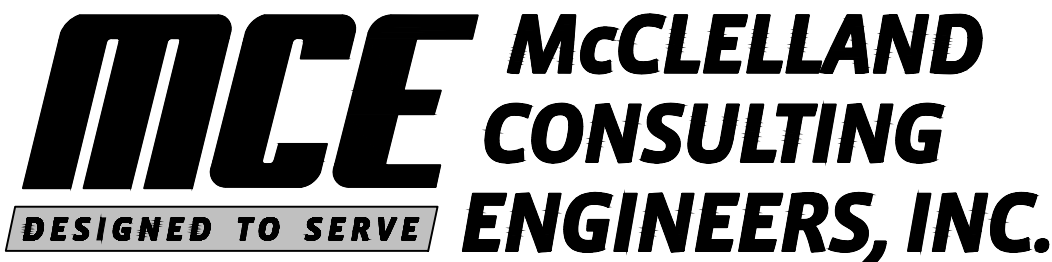
EMMA AVENUE SPRINGDALE, AR
ADH SUBMITTAL



VICINITY MAP



SEPTEMBER 2022
MCE PROJECT NUMBER 20-2130



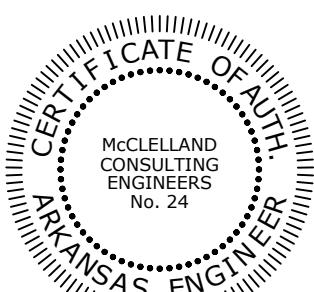
<http://www.mce.us.com>

1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377

LITTLE ROCK, AR • FAYETTEVILLE, AR • FORT SMITH, AR • TULSA, OK



REVISIONS		
REV	DATE	DESCRIPTION



W:\2020\20-2130 - Emma Ave RGT Water & Sewer Relocations, Springdale, AR\Design Drawings\Sheets\202130 Cover Sheet And Notes.dwg, PRINTED ON: September 7, 2022 @ 5:09 PM

GENERAL NOTES

1. **WARRANTY / DISCLAIMER**
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR DESIGN FUNCTION AND USE INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR HIS PERSONNEL CAN OR DO WARRANT THESE DRAWINGS FOR ANY UNAUTHORIZED USE. MCCLELLAND CONSULTING ENGINEERS, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE MISUSE OF THE DRAWINGS AND DESIGNS OR THE USE BY ANY OTHER PARTY.
2. ALL CONSTRUCTION SHALL CONFORM TO THE SPRINGDALE WATER UTILITIES "SPECIFICATION REQUIREMENTS FOR THE CONSTRUCTION OF WATER AND SEWER FACILITIES", DATED JANUARY 20, 2021, UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL RETAIN A FULL SET OF LATEST APPROVED CONSTRUCTION PLANS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
4. THE BOUNDARY / TOPOGRAPHIC SURVEY HAS BEEN PROVIDED BY THE FOLLOWING COMPANY:
MCCLELLAND CONSULTING ENGINEERS, INC.
1580 EAST STEARNS STREET
FAYETTEVILLE, AR 72703
OFFICE: (479) 443-2377
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING FEATURES AS SHOWN ON THE SURVEY AND NOTIFY THE SURVEYOR AND THE ENGINEER OF RECORD OF ANY INACCURACIES FOUND ON THE SURVEY PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL PROTECT ALL ESTABLISHED REFERENCE POINTS AND PROPERTY MONUMENTS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES OR RELOCATIONS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER (ENGINEER). IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR THE ACCURATE REPLACEMENT OR RELOCATION OF ANY LOST OR DAMAGED REFERENCE POINTS OR PROPERTY MONUMENTS, THIS WORK SHALL BE DONE BY A LICENSED PROFESSIONAL SURVEYOR.
7. EXISTING UTILITIES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME THESE PLANS WERE PRODUCED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES SHOWN OR NOT SHOWN ON THE PLANS PRIOR TO COMMENCING CONSTRUCTION. IF ANY CONFLICTS ARE IDENTIFIED THE CONTRACTOR MUST CONTACT MCCLELLAND CONSULTING ENGINEERS, INC. AT (479) 443-2377 AS SOON AS PRACTICALLY POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION, GRADE ADJUSTMENTS AND / OR REMOVAL (IF APPROVED BY THE UTILITY) OF EXISTING UTILITIES SHOWN OR NOT SHOWN ON THE PLANS AT NO ADDITIONAL COST TO THE OWNER.
8. THE CONTRACTOR SHALL CONTACT ARKANSAS ONE CALL CENTER FOR UTILITY LOCATES AT (800) 482-8998 OR 811 AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL OBSERVE ALL REQUIREMENTS OF THE ONE CALL SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND ANY FINES ASSOCIATED WITH NOT MEETING THE LEGAL REQUIREMENTS OF THE DAMAGE PREVENTION ACT.
9. ALL REQUIRED PERMITS MUST BE MAINTAINED ON SITE AT ALL TIMES.
10. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING ALL PHASES OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO CONSTRUCTION WORKING HOURS.
11. THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING ALL PHASES OF THIS PROJECT.
12. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS IN COMPLETION OF THIS PROJECT. DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
13. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY SANITARY FACILITIES FOR THE WORKERS AND INSPECTORS ON THE PROJECT SITE.
14. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF SHEETING, SHORING, BRACING, AND SPECIAL EXCAVATION MEASURES AS REQUIRED TO MEET ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS PURSUANT TO THE INSTALLATION OF THE WORK INDICATED ON THESE DRAWINGS.
15. THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL ENSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO ROADWAYS IN THE CONSTRUCTION AREA.
16. WHEN WORKING IN ROADWAY RIGHT-OF-WAY THE CONTRACTOR SHALL MAINTAIN A SAFE WORK ZONE THAT FOLLOWS REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN WORKING IN ARDOT RIGHT-OF-WAY THE CONTRACTOR SHALL ALSO MEET ARDOT REQUIREMENTS AND MAINTAIN ANY ASSOCIATED PERMITS.
17. NONRUBBER-TIRED VEHICLES SHALL NOT BE OPERATED ON PUBLIC OR PRIVATE ROAD WITHOUT WRITTEN CONSENT FROM THE OWNER OF SAID ROAD. ANY DAMAGES CAUSED BY OPERATING ANY CONTRACTOR OR SUBCONTRACTOR VEHICLE ON EXISTING ROADWAYS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
18. INGRESS AND EGRESS TO PUBLIC AND PRIVATE PROPERTIES (INCLUDING ALL ADJOINING PROPERTIES) SHALL BE MAINTAINED AT ALL TIMES.
19. STREET AND ROAD SIGNS (INCLUDING SUPPORTS) THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED AND ERECTED IN TEMPORARY LOCATIONS DURING CONSTRUCTION IN A MANNER SATISFACTORY TO GOVERNING AGENCY OF SAID SIGN. ALL RELOCATED SIGNS SHALL BE REINSTALLED IN ORIGINAL LOCATION AFTER CONSTRUCTION BUT BEFORE FINAL COMPLETION.
20. MAIL BOXES THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED AND ERECTED IN TEMPORARY LOCATIONS DURING CONSTRUCTION IN A MANNER SATISFACTORY TO THE U.S. POSTAL SERVICE. REMOVAL, TEMPORARY ERECTION AND PERMANENT ERECTION OF MAILBOXES SHALL BE IN ACCORDANCE WITH THE U.S. POSTAL SERVICE REGULATIONS.
21. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE DIVERSIONS AND OTHER WATER CONVEYANCE MEASURES DURING CONSTRUCTION, THESE FACILITIES SHALL BE FREE OF SEDIMENT DURING ALL PHASES OF CONSTRUCTION.
22. THE OVERALL DISTURBANCE REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT IS LESS THAN 5 ACRES, THEREFORE, PERMIT ARK150000 SHALL SITE WILL BE REQUIRED FOR THIS WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE REQUIRED DOCUMENTS INCLUDING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE NOTICE OF COVERAGE (NOC) CREATED AND POSTED AT THE CONSTRUCTION SITE PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL REQUIREMENTS OF THE PERMIT AND WILL BE RESPONSIBLE FOR AND REQUIRED TO PAY ALL FINES ASSOCIATED WITH NOT FOLLOWING THE PERMIT. FURTHERMORE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EROSION CONTROL MEASURES AS SHOWN ON THE SWPPP PLANS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR IMPLEMENTING THE SWPPP BEFORE, DURING AND AFTER RAIN FALL EVENTS. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR ANY ADDITIONAL REQUIREMENTS SET FORTH BY THE APPROVED PERMIT.

FLOOD CERTIFICATION

PORTIONS OF THE PROJECT AREA ARE LOCATED WITHIN FEMA FLOOD ZONES 'REGULARITY FLOODWAY' AND '1% ANNUAL FLOOD HAZARD CHANCE' AS DETERMINED BY THE NATIONAL FLOOD HAZARD LAYER MANAGED BY THE FEMA FOR WASHINGTON COUNTY, ARKANSAS.
FIRM PANEL: 05143C0070F EFFECTIVE DATE: 04/02/2008

CONTACTS

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BLAKE HOLTE, FIRE CHIEF
BHOLTE@SPRINGDALEAR.GOV

EMERGENCY
911

SEWER LINE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION, DEPTH, AND SIZES OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF TRENCHING ACTIVITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS THAT WOULD REQUIRE A DESIGN UPDATE AS SOON AS PRACTICALLY POSSIBLE.
2. ALL EXISTING SEWERS SHALL BE KEPT IN SERVICE UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED BYPASS PUMPING ACTIVITIES, THE COST FOR THESE ACTIVITIES SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION UNLESS SPECIFICALLY DESCRIBED WITHIN THE BID FORM.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STORM WATER OUT OF EXISTING OR PROPOSED SEWER. THE END OF THE PIPE SHALL BE PLUGGED WHEN THE CONTRACTOR IS NOT ACTIVELY LAYING PIPE IN THAT LOCATION TO ENSURE DEBRIS, GROUND WATER, STORM WATER, ETC. DOES NOT ENTER THE SEWER SYSTEM.
4. ALL PROPOSED GRAVITY SEWER LINES SHALL BE PVC SDR-26, UNLESS OTHERWISE NOTED.
5. ALL SEWER LINE AND FORCE MAIN SHALL BE RESTRAINED WITHIN ENCASEMENT.
6. THE SEWER MAIN SHALL BE INSTALLED A MINIMUM OF FIVE-FEET (5') FROM EXISTING POWER POLES. CONTRACTOR SHALL COORDINATE WITH ELECTRIC UTILITY PROVIDER AS REQUIRED DURING CONSTRUCTION.
7. ALL TRENCHING, BACKFILLING AND PIPE LAYING IS TO MEET MOST RECENT OSHA REQUIREMENTS.
8. ALL TRENCHES AND EXCAVATIONS SHALL BE PROTECTED FROM THE PUBLIC.
9. ALL UNDERGROUND LINES SHALL BE INSPECTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE PRIOR TO BACK FILLING.
10. TESTING OF SEWER LINES SHALL BE AT THE CONTRACTOR'S EXPENSE INCLUDING ALL RELATED EQUIPMENT AND APPURTENANCES.
11. MAINTAIN MINIMUM HORIZONTAL SEPARATION OF TEN-FEET (10') CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER LINES.
12. MAINTAIN MINIMUM VERTICAL SEPARATION OF EIGHTEEN-INCHES (18") CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER.
13. WHEN CROSSING AN EXISTING OR PROPOSED WATER LINE INSTALL THE PROPOSED SEWER LINE SUCH THAT A JOINT OF PIPE IS CENTERED ALONG THE WATER LINE AND THE JOINTS ARE AS FAR AS PRACTICALLY POSSIBLE FROM THE WATER LINE.
14. IN THE EVENT THE CONTRACTOR DETERMINES THE MINIMUM VERTICAL OR HORIZONTAL CLEARANCE CANNOT BE MAINTAINED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO INSTALLING SEWER LINE.

WATER LINE NOTES

1. ALL EXISTING WATER LINES SHALL BE KEPT IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL MAKE EVERY EFFORT POSSIBLE TO PROVIDE A SINGLE WATER SHUT DOWN IF REQUIRED TO CONNECT THE NEW WATER LINE TO THE EXISTING WATER SYSTEM.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ANY AND ALL FOREIGN OBJECTS OUT OF EXISTING OR PROPOSED WATER LINE. THE END OF THE PIPE SHALL BE PLUGGED WHEN THE CONTRACTOR IS NOT ACTIVELY LAYING PIPE IN THAT LOCATION TO ENSURE DEBRIS, GROUND WATER, STORM WATER, ETC. DOES NOT ENTER THE WATER SYSTEM.
3. ALL PROPOSED WATER LINES SHALL BE DUCTILE IRON SPECIAL THICKNESS CLASS 50, UNLESS OTHERWISE NOTED.
4. ALL WATER LINES, SERVICE LINES, AND METER SETTINGS SHALL BE INSTALLED A MINIMUM OF TEN-FEET (10') FROM EXISTING AND PROPOSED SEPTIC FIELDS.
5. THE CONTRACTOR SHALL NOT OPERATE WATER VALVES UNLESS DULY AUTHORIZED TO DO SO BY THE UTILITY OWNER. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY OPERATING VALVES WITHOUT CONSENT OF THE OWNER.
6. THE WATER MAIN SHALL BE INSTALLED A MINIMUM OF FIVE-FEET (5') FROM EXISTING POWER POLES. CONTRACTOR SHALL COORDINATE WITH ELECTRIC UTILITY PROVIDER AS REQUIRED DURING CONSTRUCTION.
7. WHERE FITTINGS ARE REQUIRED FOR HORIZONTAL AND VERTICAL CHANGES IN WATER MAIN ALIGNMENT, COMPACT (UNLESS OTHERWISE SPECIFIED) DUCTILE IRON FITTINGS SHALL BE USED. ALL DUCTILE IRON FITTINGS SHALL INCLUDE RESTRAINING DEVICES (EBAA MEGALUG OR APPROVED EQUAL). PAYMENT WILL BE BASED ON THE ACTUAL WEIGHT OF THE FITTING NO ADDITIONAL PAYMENT WILL BE MADE FOR RESTRAINTS, BOLTS, OR OTHER REQUIRED APPURTENANCES. IN ADDITION, ALL FITTINGS SHALL INCLUDE THRUST BLOCKING, UNLESS NOTED WITHIN THE PLANS.
8. ALL TRENCHING, BACKFILLING AND PIPE LAYING IS TO MEET MOST RECENT OSHA REQUIREMENTS.
9. ALL UNDERGROUND LINES SHALL BE INSPECTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE PRIOR TO BACKFILLING.
10. TESTING OF WATER LINES SHALL BE AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING WATER NEEDED FOR TESTING.
11. MAINTAIN MINIMUM HORIZONTAL SEPARATION OF TEN-FEET (10') CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER LINES.
12. MAINTAIN MINIMUM VERTICAL SEPARATION OF EIGHTEEN-INCHES (18") CLEAR (OUTSIDE DIAMETER TO OUTSIDE DIAMETER) BETWEEN WATER AND SEWER.
13. WHEN CROSSING AN EXISTING OR PROPOSED SEWER LINE INSTALL THE PROPOSED WATER LINE SUCH THAT A JOINT OF PIPE IS CENTERED ALONG THE SEWER LINE AND THE JOINTS ARE AS FAR AS PRACTICALLY POSSIBLE FROM THE SEWER LINE.
14. IN THE EVENT THE CONTRACTOR DETERMINES THE MINIMUM CLEARANCE CANNOT BE MAINTAINED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO INSTALLING THE WATER LINE.

INDEX TO DRAWINGS

- C.0 COVER
- C.1 INDEX, NOTES & LEGEND
- S.1 SANITARY SEWER PLAN & PROFILE
- W.1 WATER LINE PLAN & PROFILE
- W.2 WATER LINE PLAN & PROFILE
- D.1 WATER AND SEWER DETAILS
- D.2 WATER AND SEWER DETAILS

LEGEND

	EXISTING WATER LINE		EXISTING POWER POLE
	EXISTING SANITARY SEWER LINE		EXISTING WATER VALVE
	EXISTING FORCE MAIN LINE		EXISTING POLES
	EXISTING OVERHEAD ELECTRIC		EXISTING SEWER MH
	EXISTING GAS LINE		NEW SANITARY SEWER MH
	EXISTING UNDERGROUND ELECTRIC		EXISTING WATER METER
	EXISTING UNDERGROUND FIBER OPTIC		EXISTING FIRE HYDRANT
	EXISTING UNDERGROUND TELEPHONE		NEW WATER VALVE
	EXISTING FENCE		NEW FIRE HYDRANT
	NEW GRAVITY SEWER LINE		
	NEW WATER LINE		

MCCLELLAND CONSULTING ENGINEERS, INC.

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ENGINEERS, INC.

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(479) 443-2377

HTTP://WWW.MCE.US.COM

EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS

DESIGNED BY: NRB

DRAWN BY: ATT

DATE: SEPT 2022

REVISION: ----

SCALE: 1"=20'

JOB NUMBER: 20-2130

DESIGNED BY: NRB

DRAWN BY: ATT

DATE: SEPT 2022

REVISION: ----

SCALE: 1"=20'

JOB NUMBER: 20-2130

EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS

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DRAWN BY: ATT

DATE: SEPT 2022

REVISION: ----

SCALE: 1"=20'

JOB NUMBER: 20-2130

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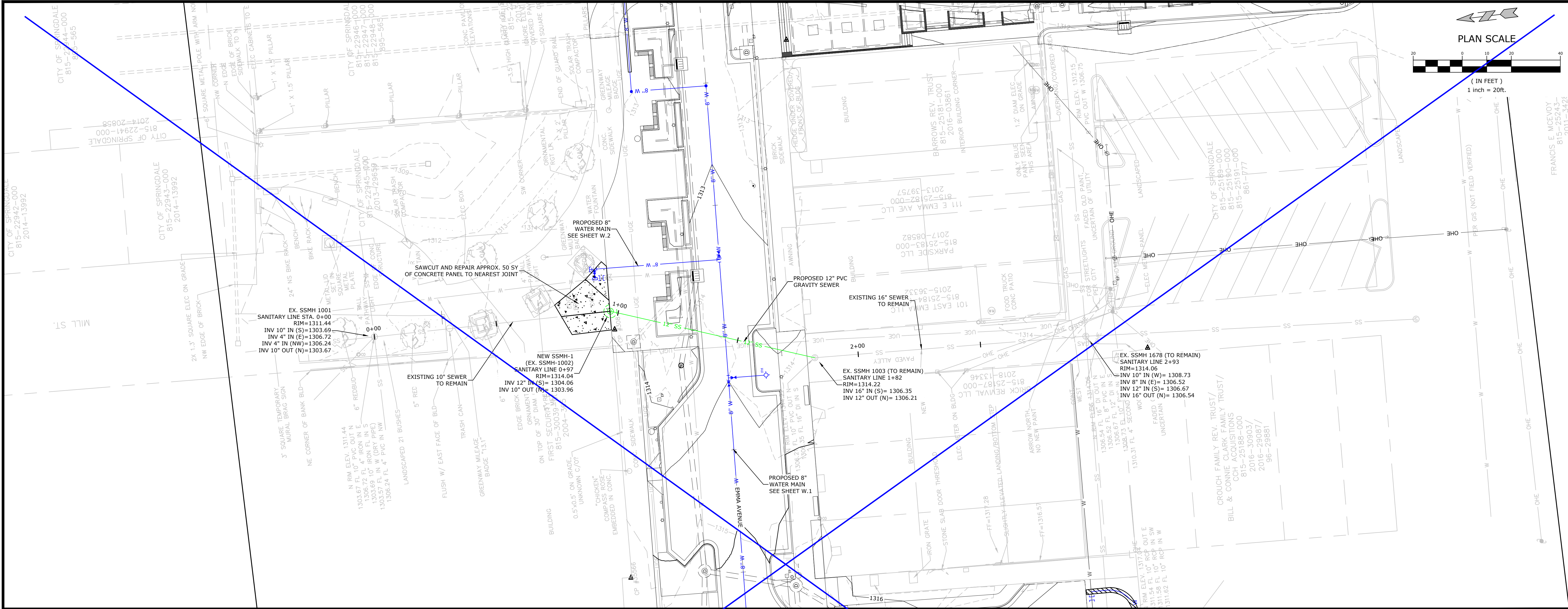
INDEX, NOTES & LEGEND

DESIGNED BY:	DRAWN BY:
NRB	ATT
DATE:	REVISION:
SEPT 2022	----
SCALE:	JOB NUMBER:
1"=20'	20-2130

C.1

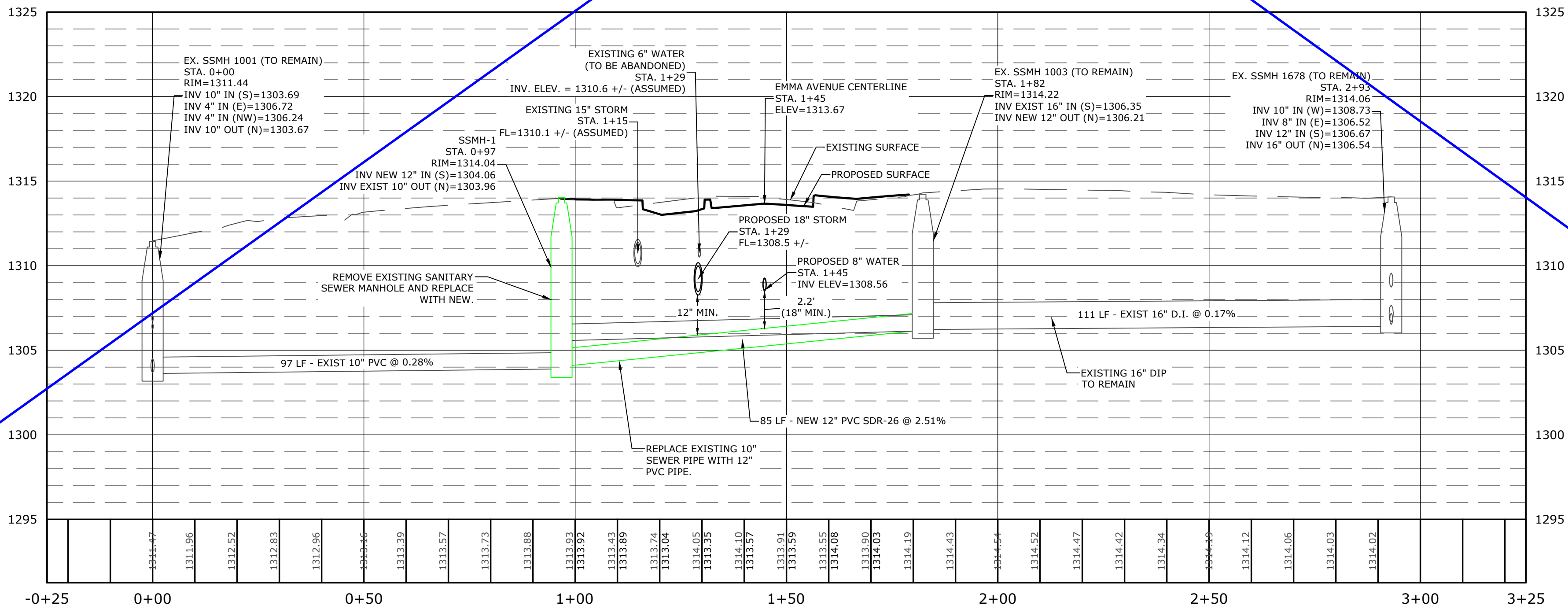
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- NOTES:
1. CONTRACTOR TO USE CLASS 7 BACKFILL FOR ALL SEWER MAIN INSTALLATION, UNLESS OTHERWISE NOTED.

SANITARY LINE PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



BYPASS PUMPING NOTES:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR THE MOBILIZATION, SETUP, INSTALLATION AND OPERATION OF A BYPASS SANITARY SEWER PUMP-AROUND SETUP FOR THE SIZE OF PUMPING SYSTEM AND TEMPORARY PIPING REQUIRED TO ADEQUATELY BYPASS SANITARY SEWER FLOWS AT THIS LOCATION. SEE PAY ITEMS ASSOCIATED WITH MOBILIZATION/SETUP AND OPERATION OF BYPASS PUMPING SYSTEM.
2. THE BYPASS SANITARY SEWER PUMP-AROUND SETUP SHALL INCLUDE THE INSTALLATION OF AN ADEQUATELY SIZED BYPASS PUMP TO HYDRAULICALLY MEET THE SANITARY SEWER FLOWS THAT EXIST WITHIN THE MAIN TO BE BYPASSED INCLUDING AN ONSITE REDUNDANT OR SECONDARY PUMPING SYSTEM ON STANDBY, ADEQUATELY SIZED PIPING, HOSE, PLUGS, FIELD OPERATION, MANPOWER, TRAFFIC CONTROL, OBSERVATION OF UPSTREAM AND DOWNSTREAM FLOWS, 24-HOUR PER DAY PUMP AND BYPASS PIPELINE WATCH, THROTTLING OF EQUIPMENT AS REQUIRED TO MATCH FLOWS, 24-HOUR PER DAY OPERATION AS REQUIRED, COORDINATION WITH AFFECTED PROPERTY OWNERS, SETUP, BREAKDOWN, ASSEMBLY, INSTALLATION AND DISMANTLING OF PIPING, CLEARING OF WASTEWATER WITHIN THE BYPASS PIPING, ALL NECESSARY FITTINGS, CHECK VALVES, MANIFOLD OF PIPING AND MULTIPLE PUMPS, TRAFFIC RATED ROAD RAMP/PLATE PIPING SYSTEMS THAT ALLOW PUBLIC VEHICULAR TRAFFIC TO CROSS THE PIPE ALIGNMENT WITHOUT DISRUPTION OF FLOW, AND THE INSTALLATION AND REMOVAL OF SEWER PLUGS. CONTRACTOR SHALL SUBMIT PUMP DETAILS, HYDRAULIC CALCULATIONS AND DRAWINGS FOR REVIEW PRIOR TO RENTAL OR PURCHASE OF THESE ITEMS.

MCE **McCLELLAND**
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FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 16753
ROBERT BATES
09/26/2022
ORIGINAL SIGNATURE ON FILE

EMMA AVENUE WATER & SEWER
UTILITY RELOCATIONS
EMMA AVENUE
SPRINGDALE, AR

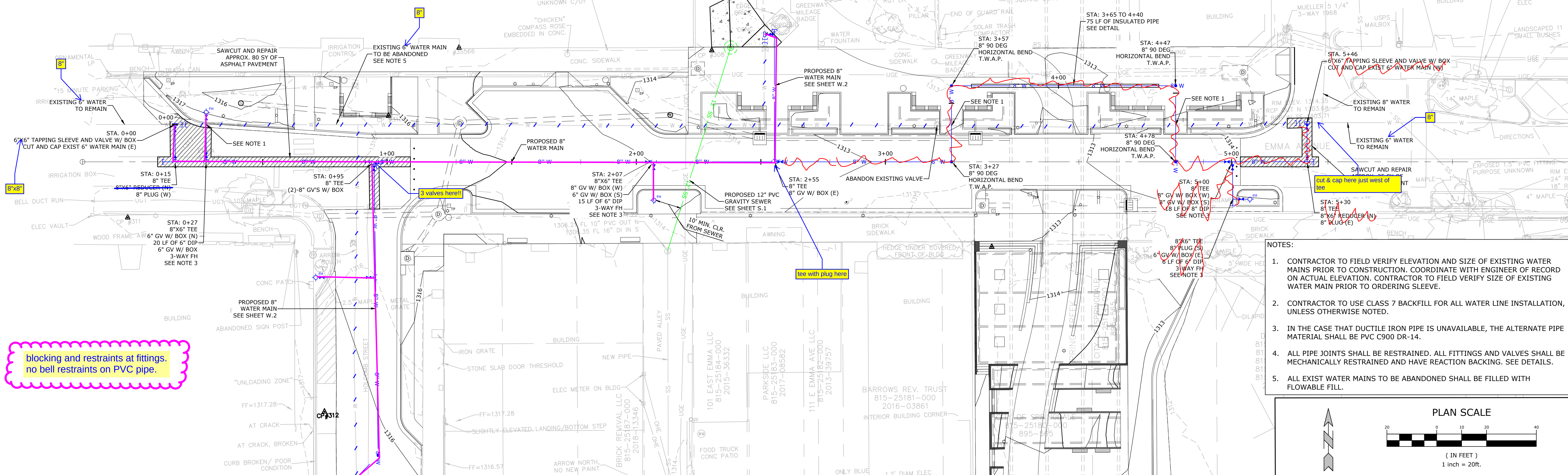
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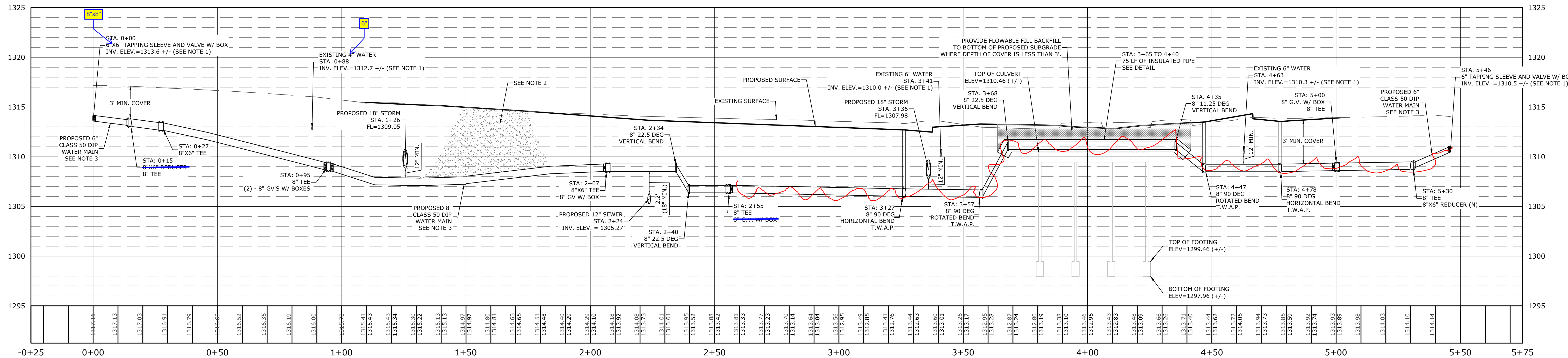
SANITARY SEWER PLAN & PROFILE

DESIGNED BY: NRB	DRAWN BY: ATT
DATE: SEPT 2022	REVISION: ADH
SCALE: 1"=20'	JOB NUMBER: 20-2130

EMMA AVENUE WATER & SEWER W/2020120-2130 - EMMA AVE RGT WATER & SEWER RELOCATIONS, SPRINGDALE, AR DESIGN DRAWINGS 202130-SP.DWG



EMMA AVE WATER LINE PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 16753
ROBERT BATES
09/26/2022
ORIGINAL SIGNATURE ON FILE

EMMA AVENUE WATER & SEWER
UTILITY RELOCATIONS
EMMA AVENUE
SPRINGDALE, AR

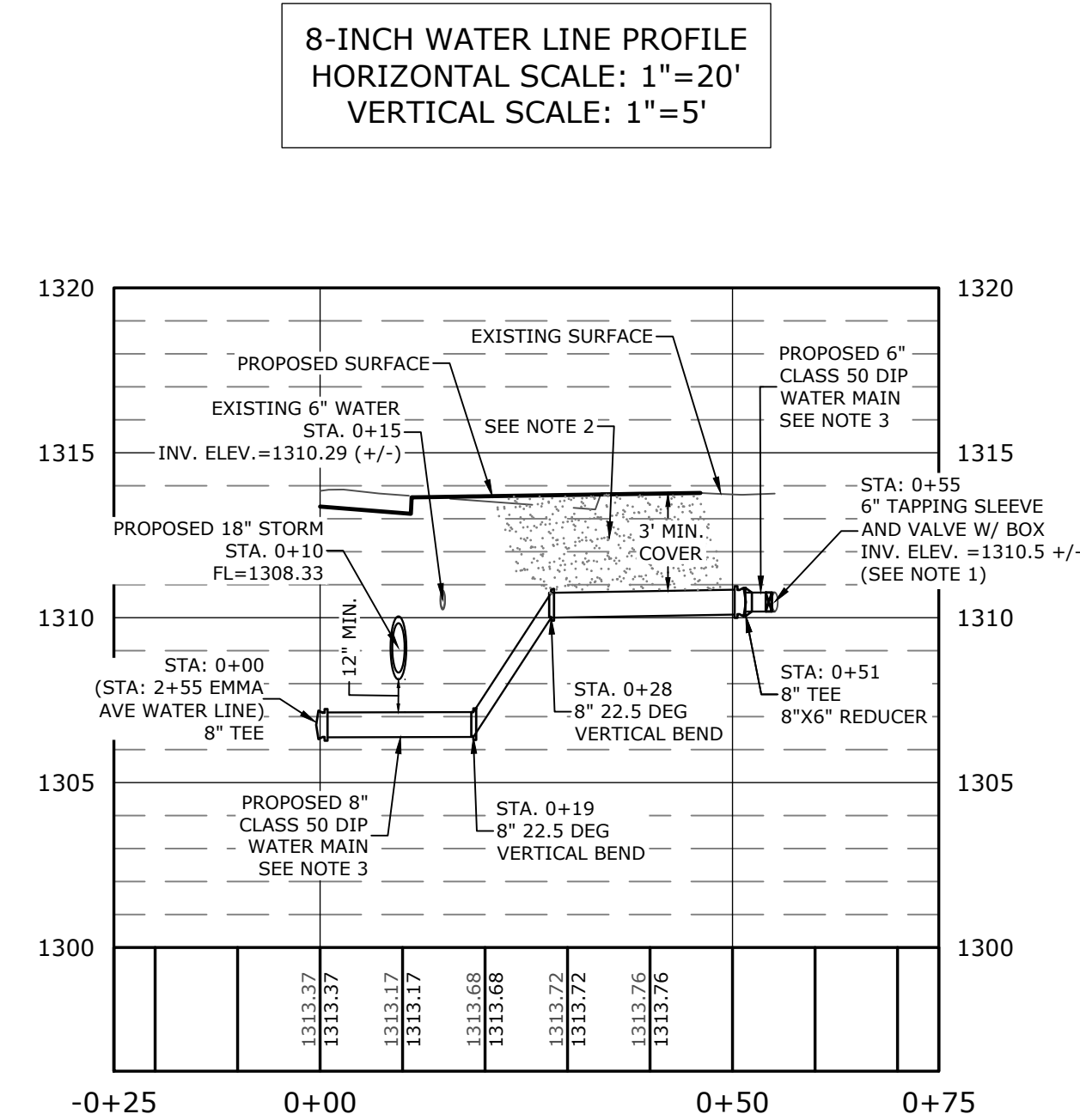
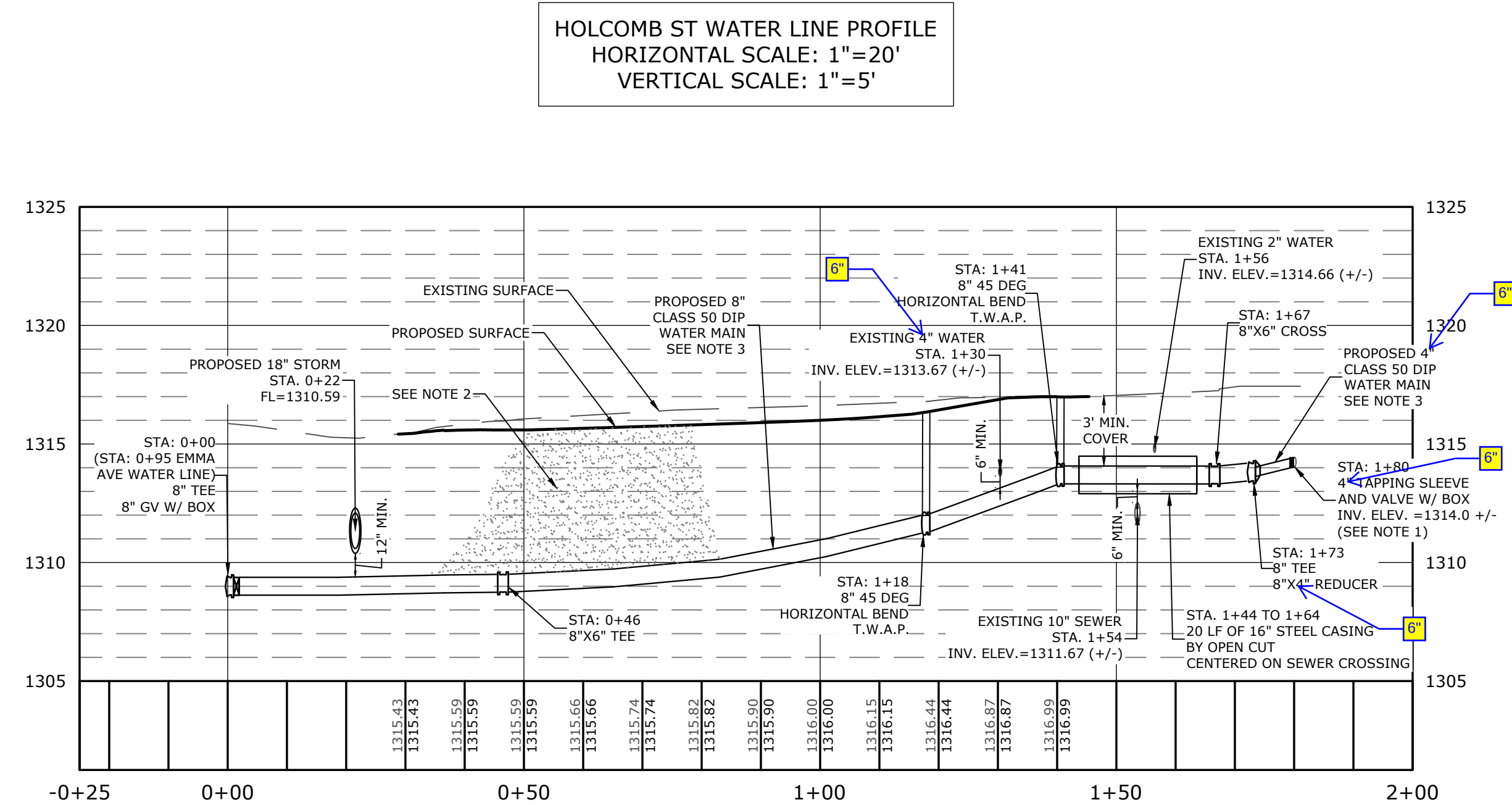
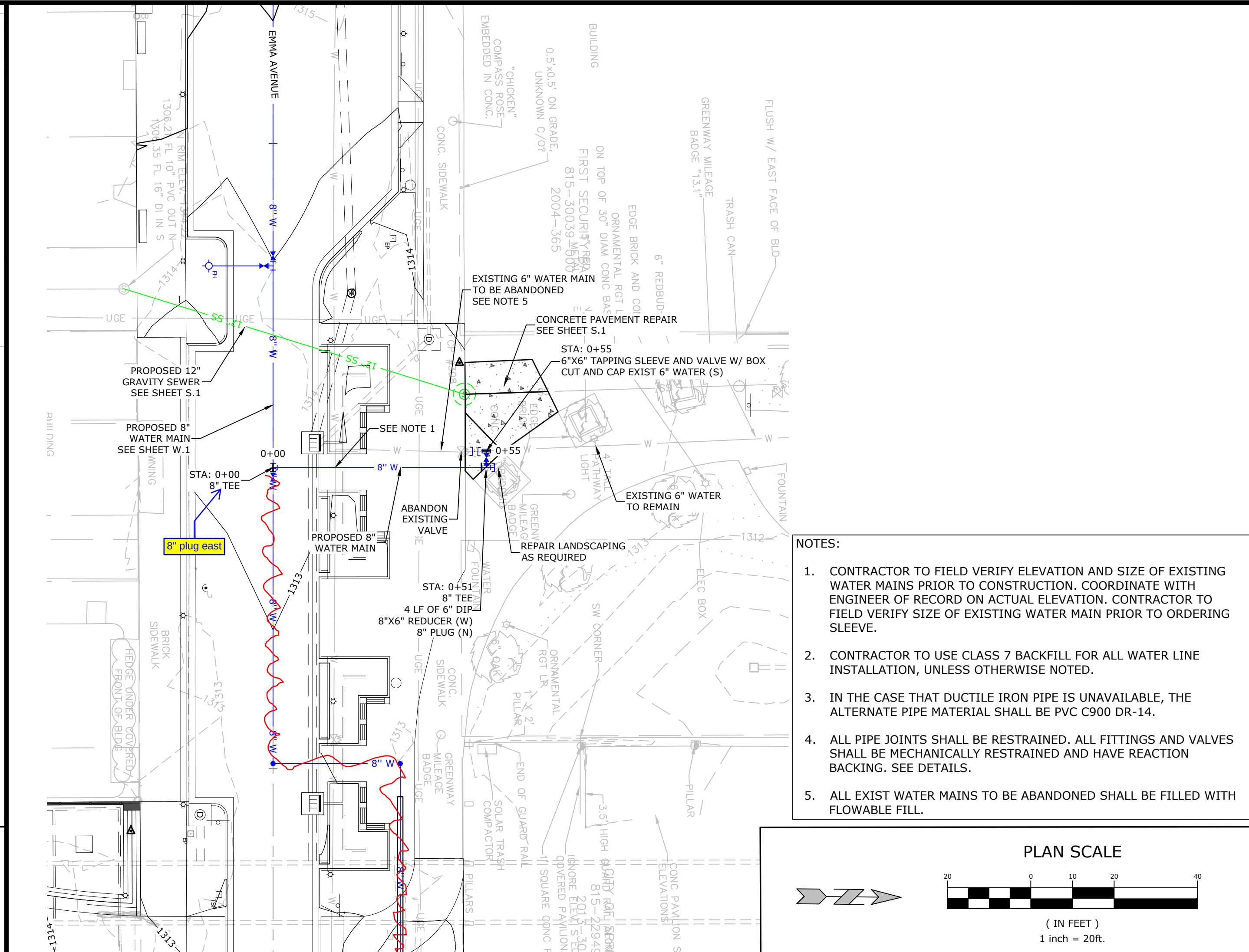
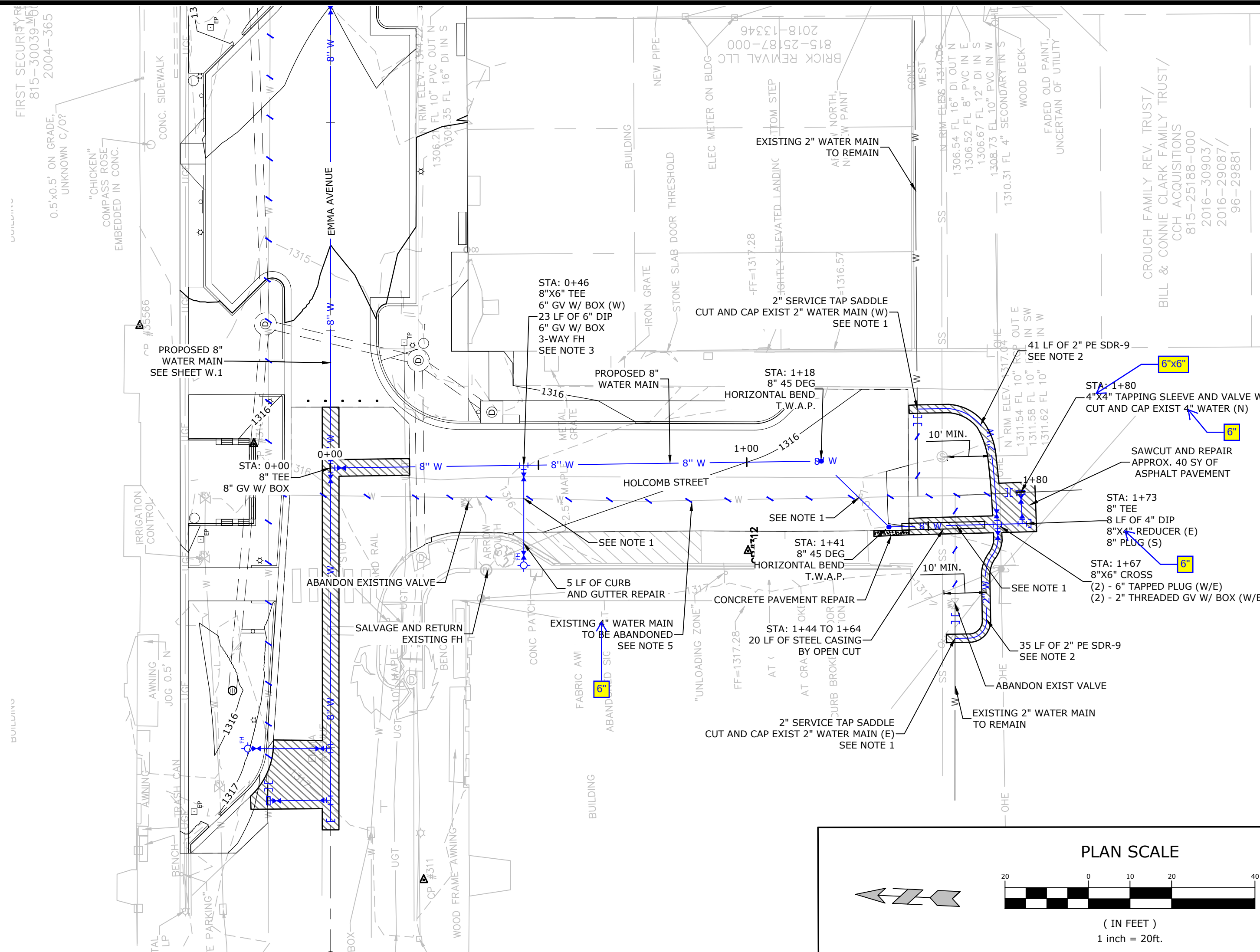
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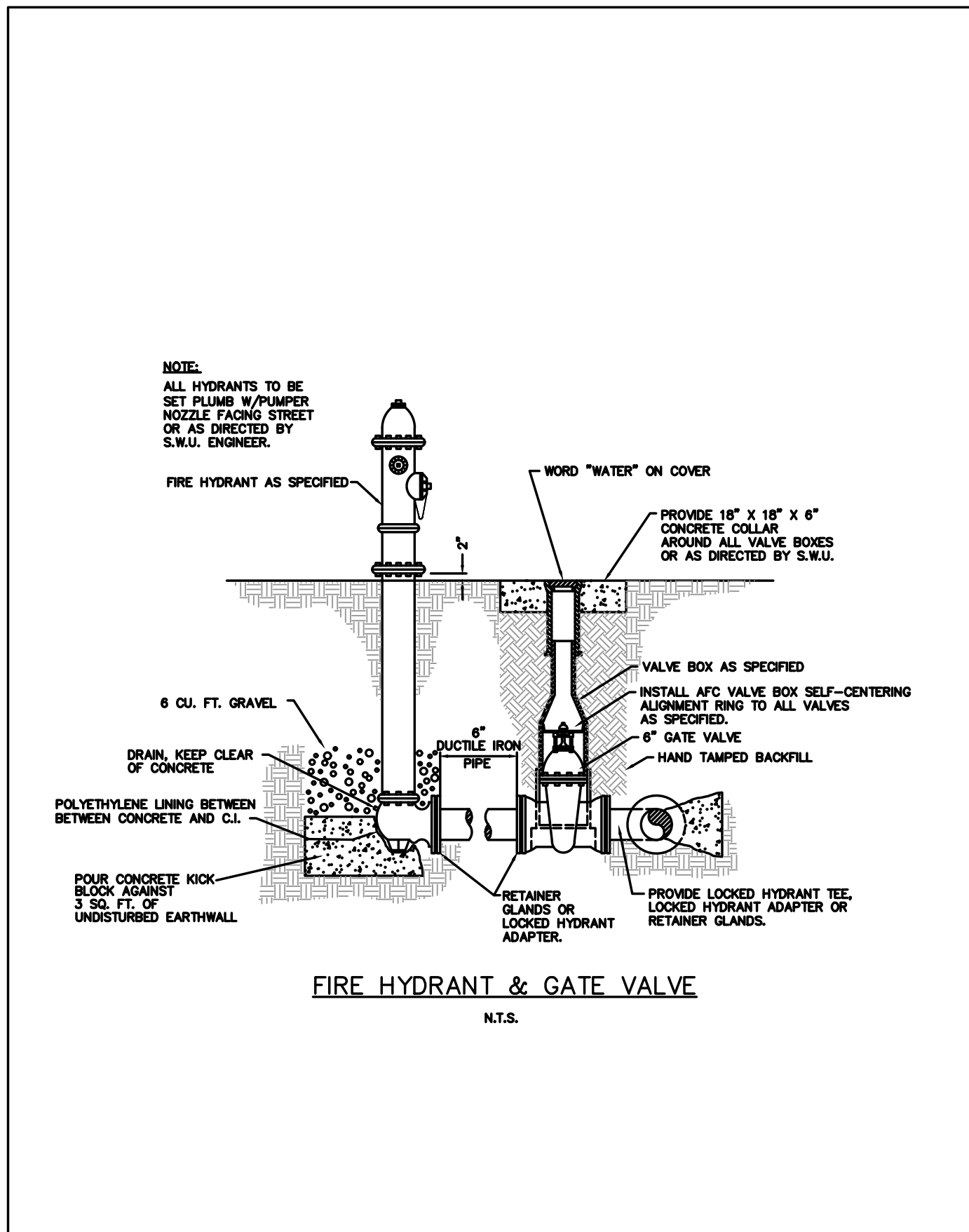
WATER LINE
PLAN &
PROFILE

DESIGNED BY: ATT
DATE: SEPT 2022
SCALE: 1"=20'
DRAWN BY: NRB
REVISION: ADH
JOB NUMBER: 20-2130

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Page 36 of 188



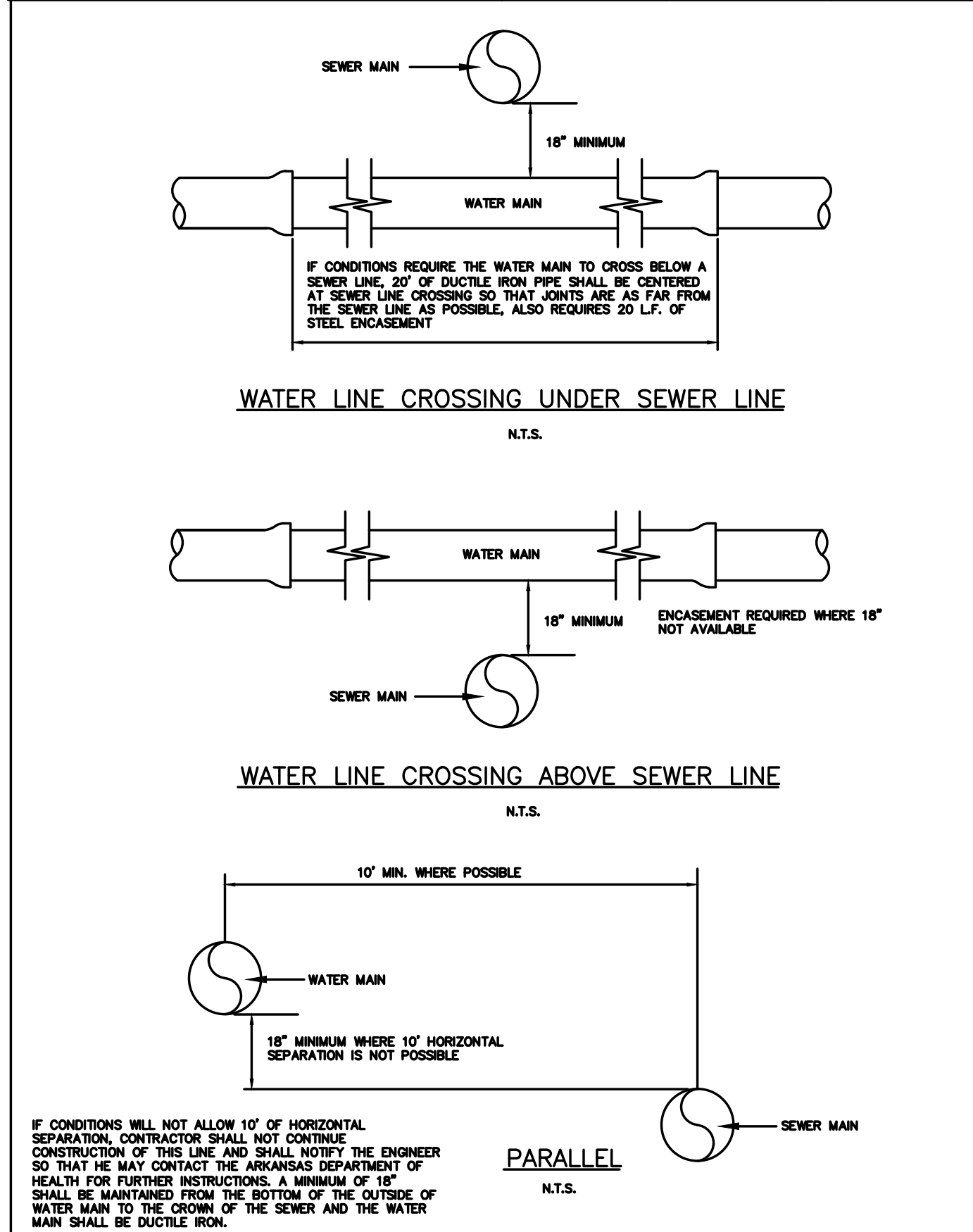
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SPRINGDALE WATER UTILITIES
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

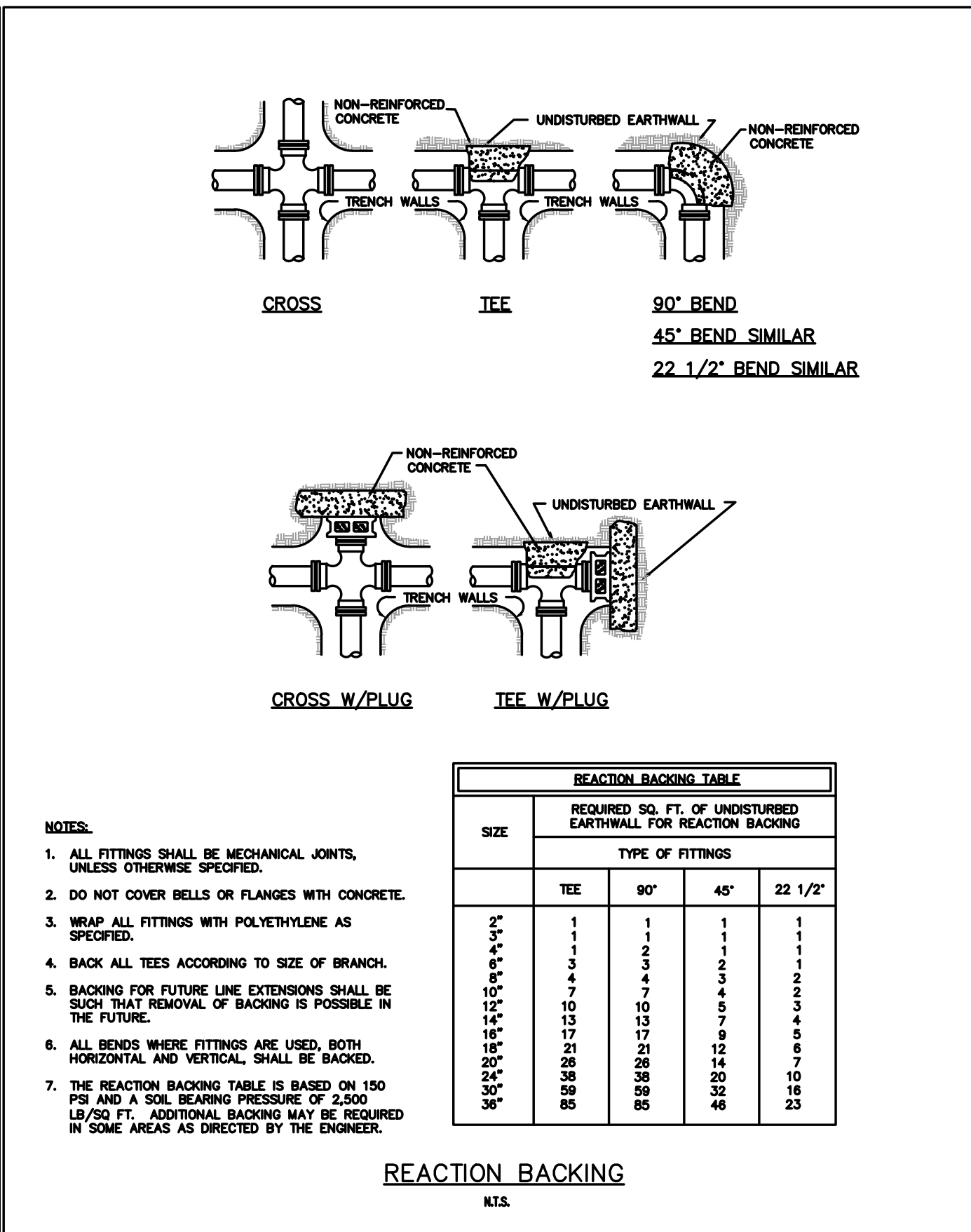
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

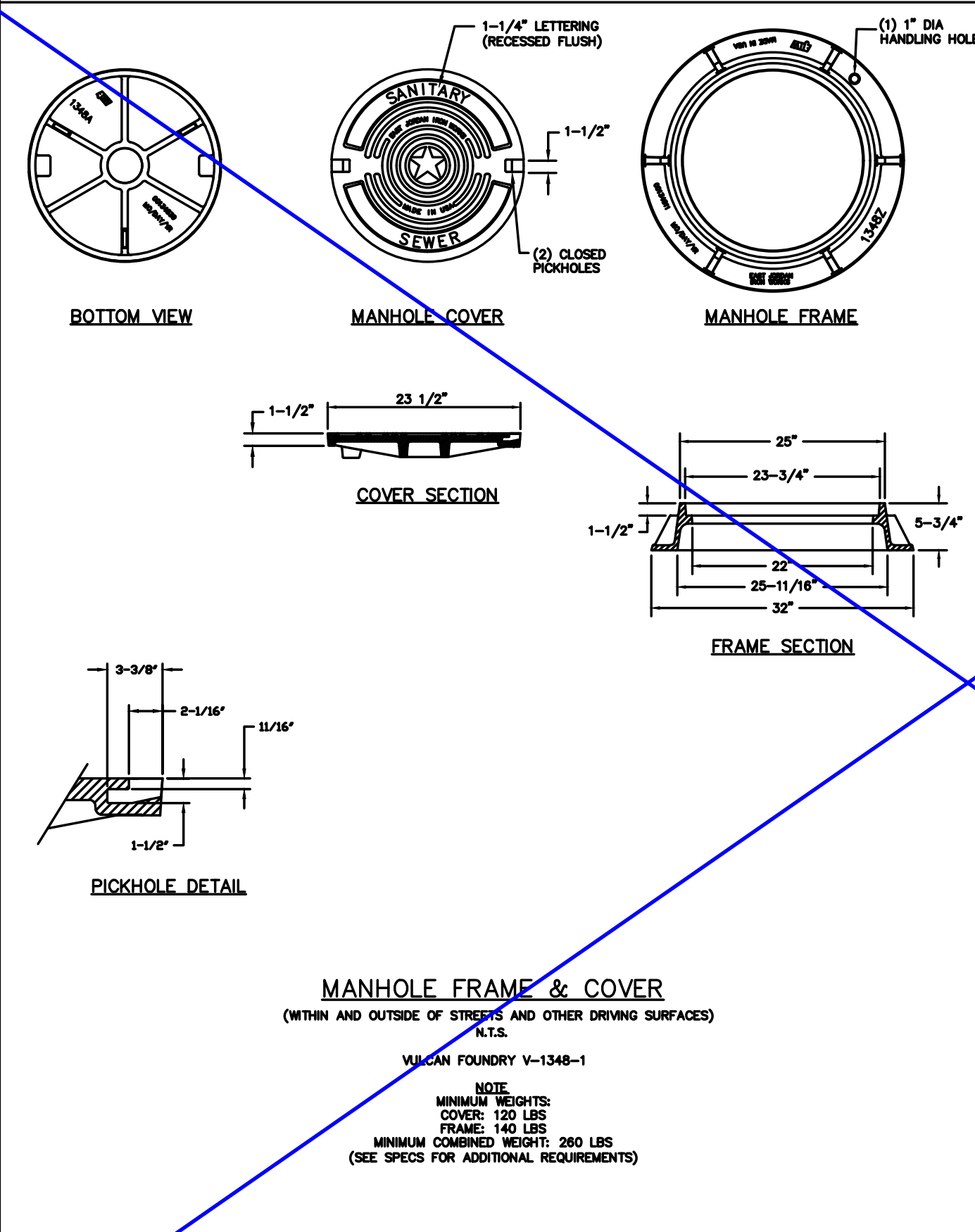
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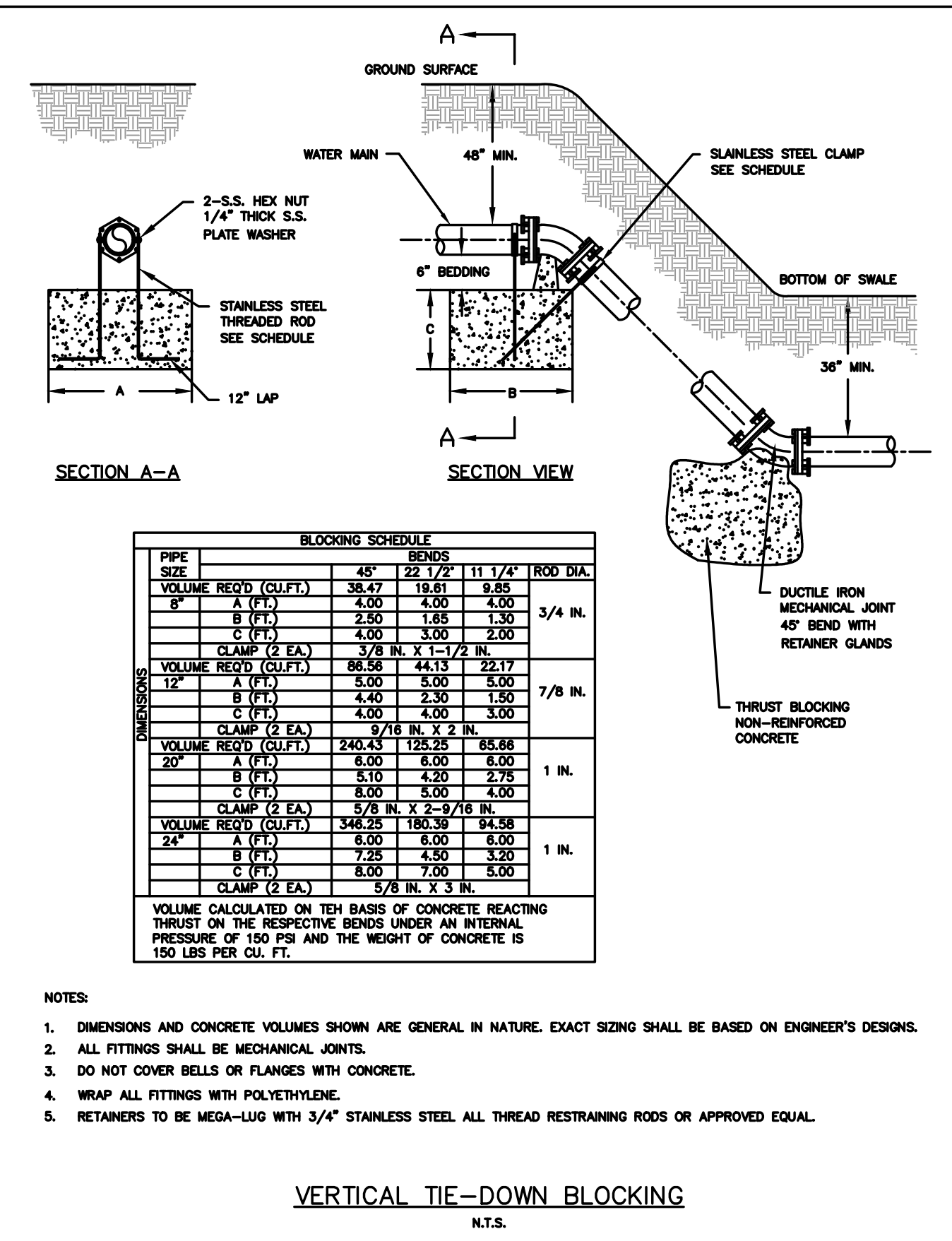
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

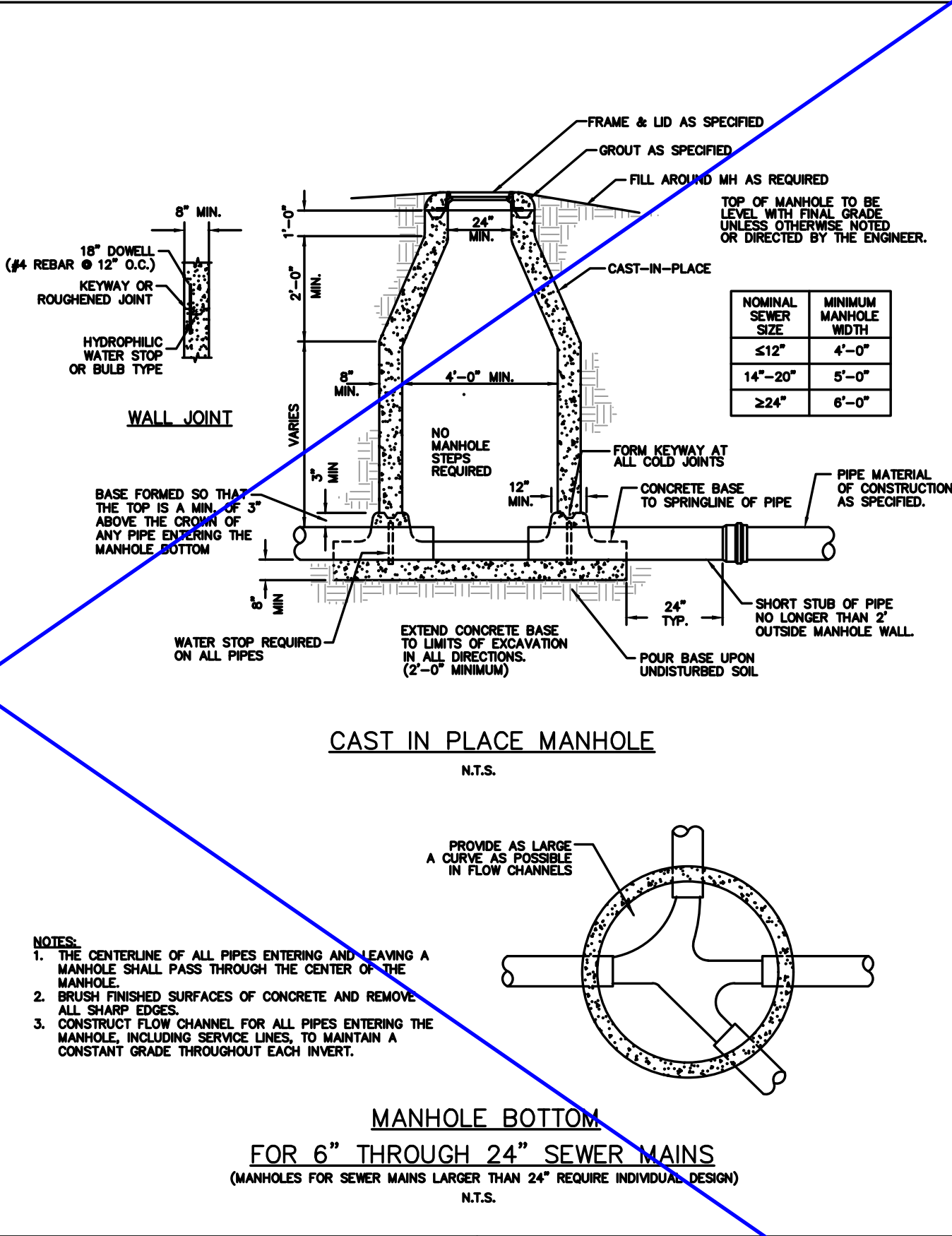
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

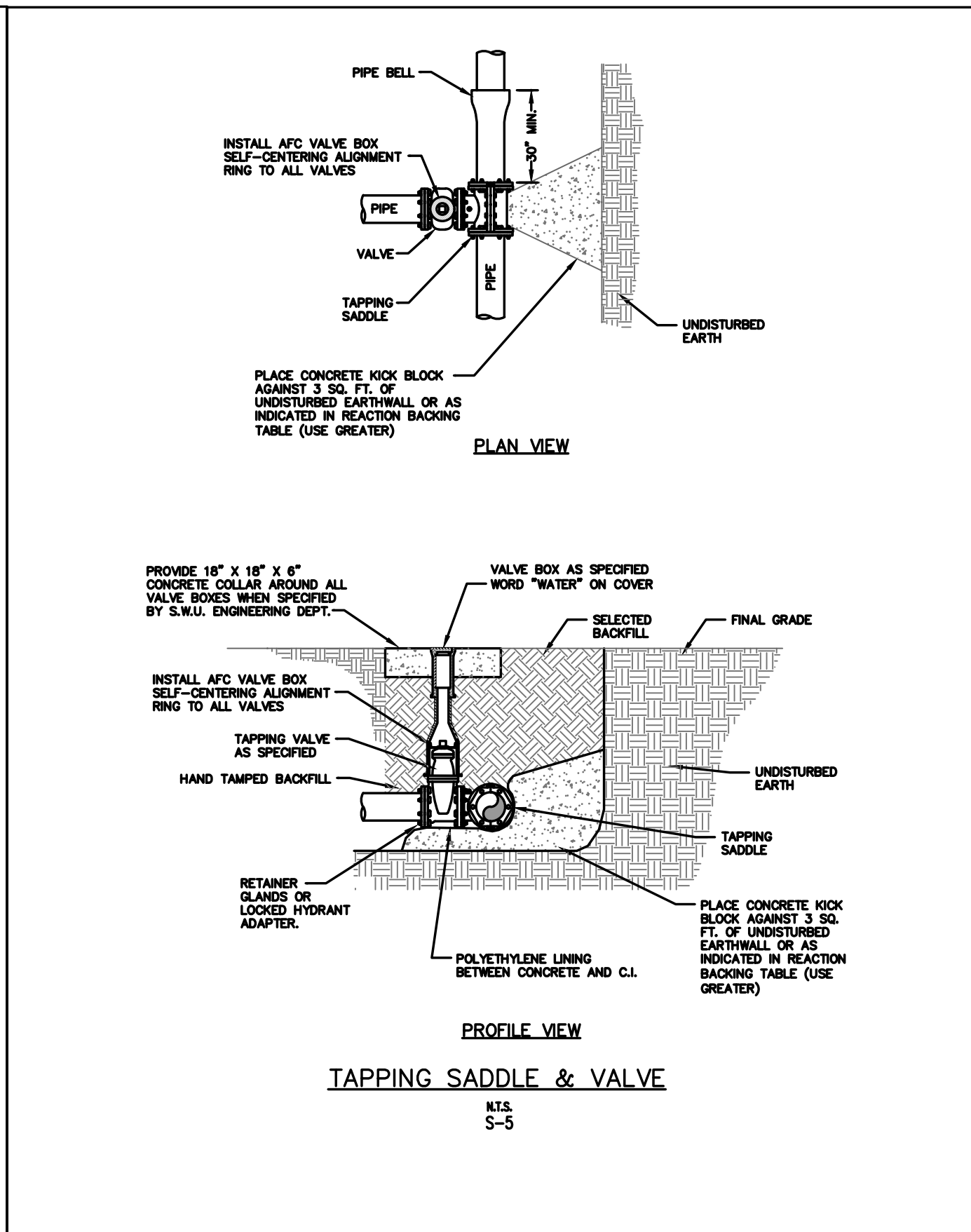
DRAWN BY: TLS DATE: MARCH 2008



SPRINGDALE WATER UTILITIES
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

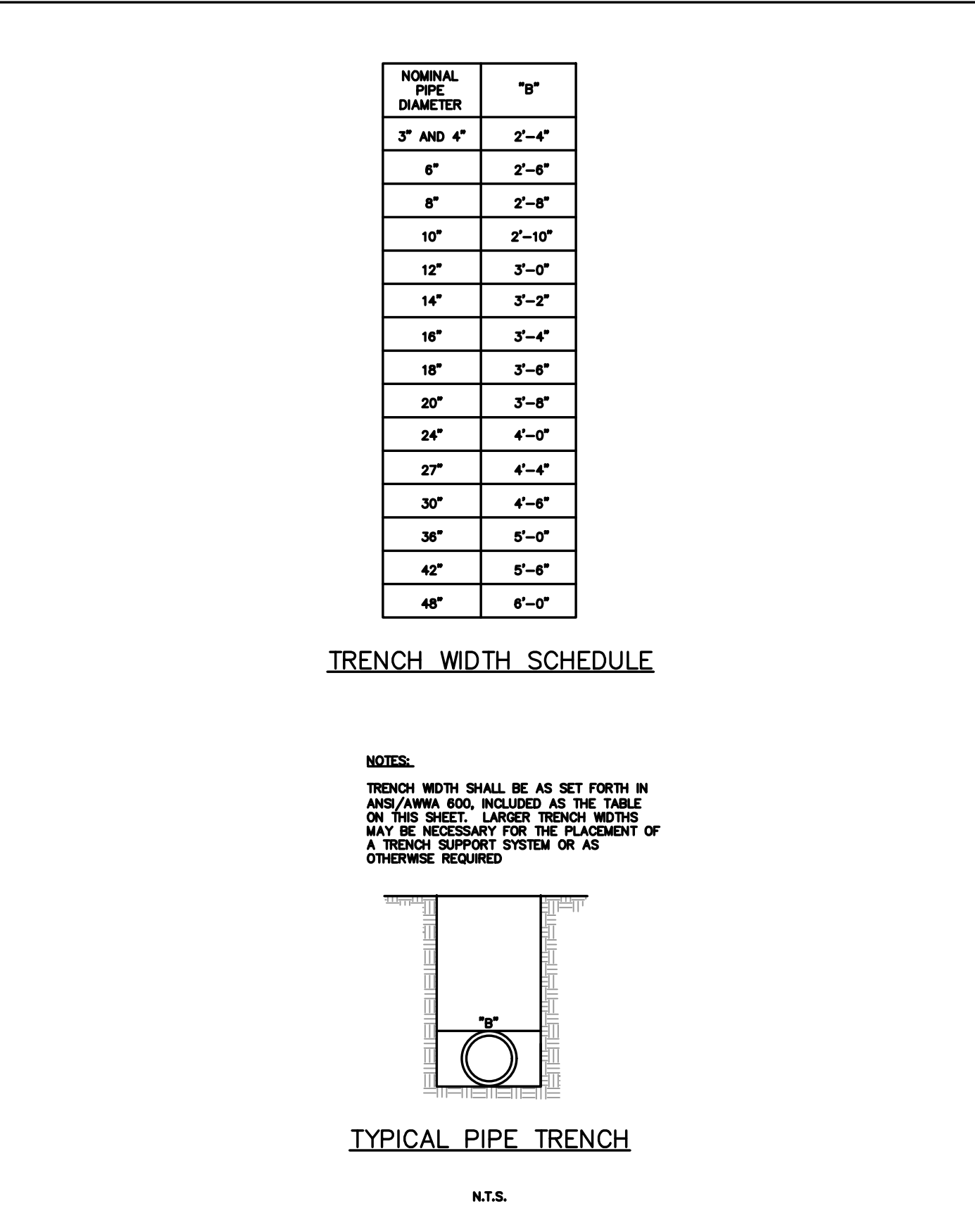
DRAWN BY: TLS DATE: MARCH 2008



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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

DRAWN BY: CAG DATE: AUGUST 2014



SPRINGDALE WATER UTILITIES
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STANDARD DETAILS FOR WATER AND SEWER CONSTRUCTION

DRAWN BY: JNK DATE: MARCH 2008

MCE McCLELLAND CONSULTING, INC.
DESIGNED TO SERVE ENGINEERS, INC.
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 16753
NICHOLAS ROBERT WATERS
09/26/2022
ORIGINAL SIGNATURE ON FILE

EMMA AVENUE WATER & SEWER UTILITY RELOCATIONS
EMMA AVENUE
SPRINGDALE, AR

811
Know what's below.
Call before you dig.

REVISIONS		DESCRIPTION
REV	DATE	

WATER AND SEWER DETAILS

DESIGNED BY: NRB
DATE: SEPT 2022
SCALE: 1"=20'

DRAWN BY: ATT
REVISION: ADH
JOB NUMBER: 20-2130

D.1
Page 38 of 188

W:\2020\20-2130 - Emma Ave RGT Water & Sewer Relocations, Springdale, AR\Design Drawings\Sheets\202130 Details.dwg, PRINTED ON: September 8, 2022 @ 9:05 AM

REVISIONS		DESCRIPTION	DATE
REV	DATE		

WATER AND SEWER DETAILS

DESIGNED BY: NRB	DRAWN BY: ATT
DATE: SEPT 2022	REVISION: ADH
SCALE: 1"=20'	SHEET NUMBER: 20-2130

D.2

D.I. PRESSURE WATER PIPE TRENCH
(STANDARD LAYING CONDITION "TYPE 2")
N.T.S.

BACKFILL AS SPECIFIED
CONTINUOUS 14 GAUGE SOLID COPPER TRACER WIRE
PIPE PROTECTION COVER (HAND PLACED)
HAND PLACED SELECT MATERIAL
HAND TAMPED SELECT MATERIAL
INITIAL BACKFILL
SPRING LINE OF PIPE

D.I. PRESSURE PIPE TRENCH FOR FORCE MAINS
(STANDARD LAYING CONDITION "TYPE 3")
N.T.S.

BACKFILL AS SPECIFIED
CONTINUOUS 14 GAUGE SOLID COPPER TRACER WIRE
PIPE PROTECTION COVER (MIN. 12 INCHES, HAND PLACED AND HAND TAMPED, IF MATERIAL IS FREE FROM ROCK GREATER THAN 1-1/2" MECHANICAL METHODS MAY BE APPROVED) SELECT MATERIAL - CLASS I, II, OR III**
INITIAL BACKFILL (HAND PLACED AND CONSOLIDATED BY HAND OR APPROVED MECHANICAL METHODS) SELECT MATERIAL - CLASS I, II, OR III**
BEDDING (MIN. 4 INCHES BELOW PIPE) CLASS I OR II

NOTE: SEE STANDARD DETAIL M-1, "TRACER WIRE CONNECTION PORT" FOR TRACER WIRE PORT SPACING

* CLASS I, II, AND III AS DEFINED IN ASTM D2487 AND THE PIPE BACKFILL MATERIAL AND AGGREGATE BASE COURSE FULL SECTION OF THE SPECIFICATIONS
** STANDARD SIZE NO. 67 AS DEFINED IN ASTM D448

SPRINGDALE
WATER UTILITIES
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DRAWN BY: TLS
DRAWING NO: S-18
DATE: AUGUST 2014

TYPICAL SEWER LINE CASING SPACER CONFIGURATION

TYPICAL WATER LINE CASING SPACER CONFIGURATION

TYPICAL WATER LINE END VIEW

TYPICAL SEWER LINE END VIEW

ENCASEMENT DETAILS
N.T.S.

NOTES:
1. SPACERS SHALL BE MODEL SSI OR SSM AS MANUFACTURED BY ADVANCE PRODUCTS & SYSTEMS (APS) AS SPECIFIED.
2. QUANTITY OF RUNNERS SHALL BE IN ACCORDANCE WITH CARRIER PIPE SIZE AS FOLLOWS:
TO 14" DIAMETER - 4 RUNNERS
16" TO 36" DIAMETER - 6 RUNNERS
36" TO 48" DIAMETER - 8 RUNNERS
3. DIMENSIONS BETWEEN SPACERS SHALL BE AS FOLLOWS:
STAINLESS STEEL - 6 TO 8 FEET
TO 14" DIAMETER - 8" WIDTH
16" AND LARGER DIAMETER - 12" WIDTH
4. WIDTH OF SPACERS SHALL BE IN ACCORDANCE WITH CARRIER PIPE SIZE AS FOLLOWS:
TO 14" DIAMETER - 8" WIDTH
16" AND LARGER DIAMETER - 12" WIDTH
5. A MINIMUM OF THREE SPACERS PER FULL JOINT OF PIPE.
6. WATER LINES SHALL BE "CENTERED" IN CASING.
7. SEWER LINES SHALL BE HELD TO SPECIFIED SLOPE.
8. ALL D.I. CARRIER PIPE MUST HAVE HELD LOCK GASKETS INSTALLED WITHIN THE CASING PIPE.

ENCASEMENT/CARRIER PIPE SIZING CHART
WATER AND SEWER MAINS SHALL BE SPECIAL CLASS 50 DUCTILE IRON PIPE (SEWER MAINS SHALL BE EPOXY LINED)

CARRIER PIPE NOM. SIZE	CARRIER PIPE O.D.	CASING BELL SIZE	CASING NOM. SIZE
8"	8.50	11.00	12"
10"	10.50	13.00	16"
12"	12.50	15.00	20"
14"	14.50	17.00	24"
16"	16.50	19.00	28"
18"	18.50	21.00	32"
20"	20.50	23.00	36"
24"	24.50	27.00	40"

* ALL ENCASEMENT PIPE SHALL BE NEW AND HAVE A MINIMUM WALL THICKNESS OF 0.25 INCHES.

SPRINGDALE
WATER UTILITIES
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DRAWN BY: KMI/JNK
DRAWING NO: S-31
DATE: MARCH 2008

D.I./PVC GRAVITY SEWER PIPE TRENCH
(STANDARD LAYING CONDITION "TYPE 5")
N.T.S.

BACKFILL AS SPECIFIED
PIPE PROTECTION COVER (MIN. 12 INCHES, HAND PLACED AND HAND TAMPED, IF MATERIAL IS FREE FROM ROCK GREATER THAN 1-1/2" MECHANICAL METHODS MAY BE APPROVED) SELECT MATERIAL - CLASS I, II, OR III**
BEDDING AND INITIAL BACKFILL (MIN. 4 INCHES BELOW PIPE TO MIN. 4 INCHES ABOVE PIPE, HAND PLACED AND CONSOLIDATED BY HAND OR APPROVED MECHANICAL METHODS) COARSE AGGREGATE STANDARD SIZE NO. 67**

PE/PVC PRESSURE SEWER PIPE TRENCH
(STANDARD LAYING CONDITION "TYPE 5")
N.T.S.

BACKFILL AS SPECIFIED
CONTINUOUS 14 GAUGE SOLID COPPER TRACER WIRE
PIPE PROTECTION COVER (MIN. 12 INCHES, HAND PLACED AND HAND TAMPED, IF MATERIAL IS FREE FROM ROCK GREATER THAN 1-1/2" MECHANICAL METHODS MAY BE APPROVED) SELECT MATERIAL - CLASS I, II, OR III**
BEDDING AND INITIAL BACKFILL (MIN. 4 INCHES BELOW PIPE TO MIN. 4 INCHES ABOVE PIPE, HAND PLACED AND CONSOLIDATED BY HAND OR APPROVED MECHANICAL METHODS) COARSE AGGREGATE STANDARD SIZE NO. 67**

NOTE: SEE STANDARD DETAIL M-1, "TRACER WIRE CONNECTION PORT" FOR TRACER WIRE PORT SPACING

* CLASS I, II, AND III AS DEFINED IN ASTM D2487 AND THE PIPE BACKFILL MATERIAL AND AGGREGATE BASE COURSE FULL SECTION OF THE SPECIFICATIONS
** STANDARD SIZE NO. 67 AS DEFINED IN ASTM D448

SPRINGDALE
WATER UTILITIES
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DRAWN BY: TLS
DRAWING NO: S-19
DATE: AUGUST 2014

PLAN VIEW

PROFILE VIEW

WATER LINE CUT AND CAP
N.T.S.
S-44

SPRINGDALE
WATER UTILITIES
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DRAWN BY: JSB
DRAWING NO: S-44
DATE: DECEMBER 2016

BITUMINOUS PAVEMENT REMOVAL WITH PERMANENT REPLACEMENT DETAIL
N.T.S.

SAW CUT 6" FROM TRENCH CUT AND REMOVE EXISTING BITUMINOUS SURFACE. TACK WITH SS-1 EMULSION AT 0.25 OY BEFORE PLACING UNDERSEAL.
FABRIC UNDERSEAL USED IN REPAIR
GREATER OF 6" OR 1.5x EXISTING THICKNESS ASPHALTIC CONCRETE HOT MIX
EXISTING BITUMINOUS SURFACE (VARIABLE THICKNESS)
COMPACTED CLASS 7 MATERIAL
VARIES

BITUMINOUS PAVEMENT REMOVAL WITH TEMPORARY REPLACEMENT
N.T.S.

2" MINIMUM ASPHALTIC COLD MIX, OR AS OTHERWISE REQUIRED BY THE CITY OF SPRINGDALE STREET DEPARTMENT
EXISTING BITUMINOUS SURFACE (VARIABLE THICKNESS)
COMPACTED CLASS 7 MATERIAL
VARIES

SPRINGDALE
WATER UTILITIES
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DRAWN BY: JNK
DRAWING NO: S-21
DATE: AUGUST 2014

TRACING WIRE CONNECTION PORT
N.T.S.
M-1

WORD "TRACER" ON COVER AS APPROPRIATE
18"x18"x8" CONCRETE PAD
CLASS 7 BACKFILL
LOOP 24" 12 GAUGE COATED COPPER WIRE
STANDARD VALVE BOX
12 GAUGE COATED COPPER TRACING WIRE
PIPE
TRACER WIRE SECURED TO PIPE AT 10 FOOT INTERVALS USING CABLE TIES OR SIMILAR MEANS
N.T.S.
M-1

SPRINGDALE
WATER UTILITIES
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DRAWN BY: ZRA
DRAWING NO: M-1
DATE: AUG 2020

CUT AND CAP DETAIL
N.T.S.

DUCTILE IRON/PVC PIPE
FOSTER C.I. WRAP 50 INSULATION MEMBRANE
TRIMER 2000 XP POLYISOCYANURATE FOAM INSULATION
3" WIDE X 1/4" THICK 316 SS STRAP (SEE BELOW)
1/2" EPOXY ANCHOR
END VIEW

PIPE INSULATION

MASTIC END SEAL
DUCTILE IRON/PVC PIPE
FOSTER C.I. WRAP 50 INSULATION MEMBRANE
3" WIDE X 1/4" THICK 316 SS STRAP @ MAX. 10" SPACING CENTERED ON BOX CULVERT STRUCTURE (MIN. 5 STRAPS TOTAL)
EXIST TOP OF BOX CULVERT
1/2" EPOXY ANCHOR - MIN. 3" EMBEDMENT (TYP.)
12" (+/-)

NOTE: FOAM INSULATION AND MEMBRANE TO BE SUPPLIED BY TRACON PIPING SYSTEMS, INC. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

SPRINGDALE
WATER UTILITIES
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DRAWN BY: JNK
DRAWING NO: S-21
DATE: AUGUST 2014

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING THE PURCHASE OF
TWO SNOW PLOWS FOR THE PUBLIC WORKS
DEPARTMENT; TO WAIVE COMPETITIVE BIDDING;
AND FOR OTHER PURPOSES.**

WHEREAS, the Public Works Department is in need of purchasing two (2) new snow
plows to adequately clear City streets in a winter weather event;

WHEREAS, prepayment of the snow plows will save the City a significant amount of
money;

WHEREAS, the snow plows are available on the Arkansas buy board which allows the
governing body to waive competitive bidding;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPRINGDALE, ARKANSAS** that due to the complexities and unique nature of this
kind of equipment competitive bidding is not deemed feasible or practical in the purchase of
snow plows and therefore competitive bidding is hereby waived, and the Mayor is hereby
authorized to execute any contracts related to the purchase of two (2) snow plows from Bruckner
Truck Sales, Inc., in an amount not to exceed \$401,778.00, to be paid from the General Fund.

PASSED AND APPROVED this _____ day of November, 2022

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/28/2022

Quote ID#2186HD

Mr. James Smith

Springdale Public Works
268 W. Randall Lane
Springdale, AR 72764

Dear James Smith,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2024 Hino L7, Cummins B6.7 Engine, Allison 3500 RDS Transmission with 10' Munibody II Dump Body via Henderson Products**) and provided by Mr. Corey Miller with Bruckners, each for:

	Contract Price	Contract Price
Chassis and Option	\$ 103,988.00	\$ 207,976.00
Henderson Quote	\$ 100,901.00	\$ 201,802.00
Tax (0.00%)	\$ 0.00	\$ 0.00
Prepayment Discount	(-\$ 4,000.00)	\$ (- 8,000.00)
 Total	 \$ 200,889.00	 \$ 401,798.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

CUSTOMER QUOTE

Page 1
Quote #149700
Rev #62

To: Grand Truck Equipment
Attn: Phil Carrott
Quote Date: 10/24/2022
Valid Until: 11/23/2022
Sourcewell Contract# 080818-HPI
Sourcewell #: 123456
Quoted:
Muni body and underbody scraper

Quoted By: Doug Frauenholtz
Phone: 563-927-2828
Cell: 563-929-0071
Fax: 563-927-2521
Email: dfrauenholtz@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Installation Workup

Facility: **IDC-MO**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Drive-Away Service**
Completed Truck Delivery Method Notes: **Kelly Brace Quoted**
Chassis Make: **Unknown**

Scraper Type: **Fixed Angle Underbody Scraper Installation**

Dump Body Type: **Munibody II (Std/FF)**
Floor Length: **10ft Floor Length**
Hoist Type: **Tele Trun Hoist, Ext Dhouse, add's 1' overall**
Cylinder Type: **Single Acting**
Discharge Type: **Rear Discharge Only**
Body Material (Sides/ends): **Painted Steel Type Body Material**
Tailgate Release Type: **IDC supplied Electric over air valve**
Pressure Protection Valve: **In Line Air Valve (All Chassis)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**
Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**
Ladder Install Style (Dump) 1: **Fold Down Side Ladder**
Ladder Install Loc 1 (Dump): **Passenger Side Rear**
Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**
Shovel Holder Loc (1): **Driver side headsheet**
Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**
Tarp System: **Electric Tarp, Bullet Proof Arms, w/o Wind Deflector**
Tarp Material: **Black Mesh**
Tarp Length: **11' Body Length or Shorter (Mesh, US)**

Body Spec Notes:

Body Spec Notes:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**





HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.

FULTON, MO 65251

PHONE: 573-826-2911

FAX: 573-826-2912

CUSTOMER QUOTE

Page 2

Quote #149700

Rev #62

Mudflaps (Rear): **Swinging w/Logo**
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**
Pintle Plate: **None (Cover Plate Only)**
Pintle Hook: **Not Required**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**
Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **On rear of body**
Cabshield Warning Light Qty: **Qty 4 Lights (Order Holes with Unit)**
Cabshield Warning Lights: **QTY 4, 6" LED Oval Strobes, Amber (order holes w/unit)**
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**
Back up alarm: **Backup Alarm, 97db**
Body up switch/light: **Body UP Switch/Body Up Light (Buy)**
Backbone & Wire Standoffs: **10' Backbone (For SA)**
Grill Light(s): **LED Mini-flashers w/ bracket (pair)**
Electrical Install Opt 1: **Mount Sander Light rear DS of Body**

Electrical Spec Notes:

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Certified (Select Pkg Below)**
Hyd Supplier (Spec): **15197137**
Controls Type: **Electric Controls**
Reservoir Type: **Supplied With Hydraulics**
Reservoir Spec:
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, included in Hyd Pkg**
Return Filter: **Provided with Hydraulics**
SS Tubing Upgrade: **SA, Rear Lines Only, 9' Lines**
Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

Hydraulics Notes:





HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

CUSTOMER QUOTE

Page 3

Disclaimer: **Paint not guaranteed to match OEM chassis color**

IDC Paint Location: **IDC-MO**

Body Paint Type: **Powder Paint**

Powdercoat Paint (Body): **10' Dump Body - No Conveyor**

Paint Code & Color (from color charts): **Black**

Underbody scraper

Moldboard Angling: **Fixed Angle moldboard-No reversing table**

Scraper Length / Height: **10' length / 20" height 1/2" thick moldboard**

Moldboard Thickness: **1" Thick Optional Moldboard Upgrade**

Relief Valve for Scraper Down Pressure: **Yes**

Curb Guard, Installed: **One wrap around curb guard**

Cutting Edge: **3/4" x 6" carbide cutting edge**

Option 1 Description: **Paint Moldboard Orange Customer wont accept Black**

MUNIBody II multi-task body

Discharge Options: **Rear discharge only**

Doghouse Type: **External with 60" headsheets**

Body Length: **10' / 11' body length, 36" sides, 48" tailgate**

Side Height: **36" High Sides with pockets for 12" boards**

Side to Floor Transition: **Standard 22 Degree from Horizontal Slope on Sides**

Tailgate/Rear Body Style: **Standard Rear Discharge Apron 48" Tailgate**

Granular Capacity: **6.9 yd Sides 9.8 yd Ends**

Cabshield: **Yes**

Sides / Ends: **Standard 7 GA GR50 sides, ends**

Floor: **1/4" AR400**

Cabshield Material: **10 ga. with 7 ga. endplates, Carbon Steel**

Cabshield Size: **22" X 84" (1/2 cab) Grade 50**

Rear Apron / Bolsters: **Standard G50**

Tailgate Bracing: **Standard G50**

Body Hinge Type: **Greaseable Hinge Blocks**

Body Hinge Paint: **No, Rear Hinge Bare Steel, Dealer To Paint @ Install**

Top Grate Screens: **Heavy duty 3/8" rod thru 2" flat**

Conveyor Motor with Integral Speed Sensor: **Yes**

Conveyor Motor and Gearcase Location: **Rear Mounted Motor and Gearcase**

3/16" AR 400 Steel Conveyor Cover: **Yes, shipped loose**

Hydraulic Reservoir: **None, deduct from price**

Fold-up Side Ladder: **Yes**

Ladder Material: **10 ga. GR 50**





HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.

FULTON, MO 65251

PHONE: 573-826-2911

FAX: 573-826-2912

CUSTOMER QUOTE

Page 4

Quote #149700

Rev #62

Underbody Pans, 304 SS: **Yes**

Lighting Package: **Standard lights**

Extra Light Holes in Rear Bolster: **One extra light hole in each bolster**

Drivers Side Fender: **Standard Dirt Shedding Fenders**

Passengers Side Fender: **Standard Dirt Shedding Fenders**

Option 1 Description: **Integrated Tarp Housing with 4 light holes 2 front 2 side**

Option 2 Description: **Dual Augers ILO Chain Drive**

Total configured price: \$111,739.00

Sourcewell package discount: 10% plus freight

Discounted single package price: \$100,976.00

Package(s) : 2

Total: \$201,952.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____

Date: _____

Quote notes:



Prepared For
Dealership Bruckner Truck Sales, Inc
Prepared By Corey Miller
Quote Name city of springdale snow plow 2024
Quote Id E65AC81C

Factory Options

S/O	Subcategory	Description	Qty.
Series			
S	Model Year and Price List	24.1 MY Price List	1
S	Series	L Series	1
Base Model			
O	Base Model	L7	1
O	Major Model	L7	1
S	Model Year	2024 Model Year	1
S	Axle Configuration	4X2 Axle Configuration	1
Vocation			
O	Application	Straight Truck-Vocational	1
O	Vocation	Snow Plow Body	1
S	Cab Type	Galvanized Steel Reinforced Two Door Day Cab	1
O	Weight Rating Vehicle	33,000 Lbs.	1
O	Weight Rating Combination	49,000 Lbs.	1
O	Weight Rating Front	Front 13,200 Lbs.	1
O	Weight Rating Rear	Rear 23,000 Lbs.	1
Frame & Wheelbase			
O	Wheelbase	187.00 In. Wheelbase	1
O	Useable Cab To Axle/Trunnion Dimension	119.6 In. Cab To Axle/Trunnion Dimension	1
S	Frame Rear Overhang	97.00 In.	1
O	Front Bumper	Three Piece White Painted Steel Bumper	1
S	Front Tow Hook	LH And RH Frame Mounted Front Tow Hooks	1
O	Frame Rail	Single Frame .37X10.3X3.1 In., 120Kpsi (RBM 1,933,200/Rail)	1
S	Battery Box	Integrated In Drivers Side Step	1



Prepared For
Dealership Bruckner Truck Sales, Inc
Prepared By Corey Miller
Quote Name city of springdale snow plow 2024
Quote Id E65AC81C

S/O	Subcategory	Description	Qty.
S	Chassis Type	Clean Chassis Frame	1
Engine			
O	Engine	Cummins B6.7, 6.7 Liter, 260HP, 660 Ft/Lbs.Torque	1
S	Turbocharger	VGT Turbocharger	1
S	Engine Starter	Starter Delco Remy 31MT (12 V-4.8KW)	1
O	Alternator	Delco Remy 35 Si Brushless (12V-135A)	1
S	Power Steering Pump	Power Steering Pump	1
S	Engine Oil Type	Shell Oil	1
S	Oil Filter	Oil Filter	1
S	Engine Drain Plug	Non Magnetic Engine Oil Drain Plug	1
S	Engine Air Compressor	Gear Driven Engine Air Compressor	1
S	Air Dryer	Bendix AD-IS Air Dryer	1
S	Intake Air Warmer	Intake Air Warmer	1
S	Intake Air Filter	Donaldson Intake Air Filter and Service Indicator	1
S	Cold Package	Engine Block Heater With Cable and Cover	1
Cooling System			
S	Engine Cooling System	Engine Cooling System And Intercooler	1
S	Cooling System Hose Clamps	Band Type Hose Clamp	1
S	Engine Coolant	Engine Coolant	1
S	Engine Fan	Engine Cooling Fan	1
S	Fan Clutch	Electronically Controlled Engine Fan Drive	1
Exhaust			
S	Exhaust System Regulation	Cummins EPA 2021 GHG Phase 2 Regulation Exhaust DPR-SCR	1
O	Exhaust System	Cummins Inline DOC, DPF and SCR Beneath Cab RH Vertical Tailpipe	1
S	Exhaust Brake	Cummins VGT Exhaust Brake	1
S	DEF Tank	Heated DEF Tank 7.4 Gallon Frame Mounted Forward of Passenger Steps	1
S	DEF Tank Cap	DEF Tank Cap	1



Prepared For
Dealership Bruckner Truck Sales, Inc
Prepared By Corey Miller
Quote Name city of springdale snow plow 2024
Quote Id E65AC81C

S/O	Subcategory	Description	Qty.
-----	-------------	-------------	------

Transmission

S	Transmission Shift Type	Automatic Shift	1
O	Transmission	Allison 3500 RDS Automatic Transmission With PTO Provision	1
S	Transmission Shift Selector	Push Button Electronic Shift Selector - Dash Mounted	1
O	PTO Port Location	Both 4 And 8 O'clock - RH Blocked	1
O	Allison FuelSense®	Allison FuelSense® 2.0 Plus + Neutral At Stop	1
O	Allison Vocational Package	Allison Vocational Package Number 223	1
O	Transmission Fluid	Synthetic Transmission Fluid - Automatic Transmission	1
S	Transmission Oil Cooler	Transmission Oil Cooler- Separate Type	1

Driveline

O	Drive Shaft	Dana Spicer SPL 140 Main Driveline With Half Round Yokes	1
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Suspension - Front

O	Front Suspension	14K Lbs. Tapered Leaf	1
S	Front Suspension Shock Absorber	Shock Absorber	1

Front Axle

O	Front Axle	Meritor MFS14 14k Lbs. Front Axle	1
S	Front Axle Lubrication	Synthetic Front Axle Lubrication	1
S	Front Axle Hub Bearing	Front Axle Hub Bearing- Torque Type	1
O	Power Steering Reservoir	2.44 Qt. Power Steering Reservoir	1
S	Steering Gear	Single ZF TRW TAS 85 Steering Gear	1

Suspension - Rear

O	Rear Suspension	23K Lbs. Multi Leaf Steel Spring	1
O	Rear Suspension Helper Spring	Rubber Helper Spring - 4K Rating	1

Rear Axle

O	Rear Axle	Meritor RS23-160 23K Lbs. Rear Axle	1
O	Differential Lock And Controls	Driver Controlled Rear Differential Lock	1



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Prepared By Corey Miller
Quote Name city of springdale snow plow 2024
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S/O	Subcategory	Description	Qty.
S	Rear Axle Lubrication	Conventional Rear Differential Gear Lubricant	1
O	Rear Axle Ratio	5.63 Rear Axle Ratio	1

Brakes

O	ABS And Safety Systems	Wabco 4S/4M ABS Without Automatic Traction Control System	1
O	Service Brake System Type	Air Brake	1
O	Front Axle Brake Type	Air Meritor 16.5X5 Conventional Drum	1
O	Front Axle Brake Chambers	Type 20 MGM Service Chambers	1
O	Front Axle Slack Adjusters	5.50 Inch Bendix Slack Adjusters	1
O	Rear Axle Brake Type	Air Meritor Conventional Drum 16.5X7	1
O	Rear Axle Brake Chambers	Type 30/30 Wabco DDSB Chambers	1
O	Rear Slack Adjusters	6.00 Inch Bendix Slack Adjusters	1
S	Service Brakes Circuit	Service Brakes Circuit - Straight Truck	1
O	Parking And Emergency Brake	Parking and Emergency Brake 4X2 Straight Truck	1
O	Air Reservoirs	Dual 9 Gallon Steel Air Tanks	1
S	Air Reservoir Drain Valves	Petcock Valve On All Tanks	1

Electrical

S	Battery	(2) Exide Group 31 Batteries (600 CCA X 2)	1
S	Chassis Wiring	Chassis Wiring	1
O	Battery Disconnect/Jump Studs	Battery Disconnect Switch And Jump Studs Located On Battery Box	1
S	Cruise Control	Cruise Control Without Adaptive Cruise Control	1
S	Headlights	Halogen Headlights	1
S	Clearance And Identification Lights	Clearance And Identification Lights	1
S	Stop/Turn/Tail And Back Up Lights	Combination Type Stop/Turn/Tail/Back-Up Lights	1
S	License Plate Bracket	License Plate Bracket Lamp	1
S	Reverse Lamp	Reverse Lamp - Straight Truck	1
O	Back Up Alarm	Back Up Alarm	1

Fuel System



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S/O	Subcategory	Description	Qty.
S	Fuel Tank	Rectangular 50 Gallon Aluminum Fuel Tank Driver's Side	1
S	Fuel Tank Cap	Non Locking Fuel Tank Cap	1
S	Fuel Water Separator	Davco Fuel Pro® 245 Fuel Water Separator With Electric Pre-Heater	1
S	Fuel Water Separator Promotion	Fuel Water Separator - 24MY Promotion	1

Wheels And Tires

O	Front Tire	Bridgestone Rib 11R22.5 R268 H-Load Range -16	2
S	Front Wheel	22.5x8.25 White Powdered Coated Steel Accuride	2
O	Rear Tire	Bridgestone Lug 11R22.5 M770Z H-Load Range - 16	4
S	Rear Wheel	22.5x8.25 White Powder Coated Steel/White Powder Coated Steel Accuride	4
S	Valve Caps	Nickel-Plated Brass Valve Caps	1

Cab Exterior

S	Exterior Cab Accessories	Paint Protection Tape	1
O	Exterior Grab Handle	Driver's Side Exterior Entry Grab Handle	1
S	Hood	Single Piece Polyester And Glass Sheet Molded	1
S	Grille	Grille Chrome Plated Plastic Horizontal Bar	1
S	Hood Tilt and Latch	Hood Tilt Assist And Latch	1
S	Cab Suspension	Cab Suspension Mounting - Rubber	1
S	Fender Mounted Turn Lamp	Front Fender Mounted Turn Lamp	1
S	Windshield	Laminated Windshield	1
S	Windshield Wipers	Intermittent Windshield Wipers	1
S	Windshield Washer Fluid Reservoir	Washer Fluid Reservoir	1
S	Rear Window	Rear Window	1
S	Primary Side View Mirrors	Black Primary Side View Mirror Upper Flat Lower Convex	1
S	Mirror Stay	Black Primary Side View Mirror Stay-Fixed	1
O	Door Look Down Mirror	Convex Passenger Door Mounted Look Down Mirror	1

Cab Interior



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S/O	Subcategory	Description	Qty.
S	Interior Cab Trim	Full Interior Cab Trim With Lower Rear Trim	1
S	Center Dash Panel	Center Dash Switch Panel	1
S	Overhead Storage	Overhead Storage Driver And Passenger Side	1
S	Sun Visors	Driver and Passenger Interior Sun Visors	1
S	Floor Mat	Vinyl Floor Mat And Heat/Noise Insulation	1
S	Door Locks and Window Controls	Manual Door Locks and Window Controls	1
S	Interior Door Handle	Interior Door Handles-Black	1
S	Exterior Door	Two Exterior Cab Doors	1
O	Horn	Electric And Air Horn	1
S	Entertainment System	Denso Ten Radio CD,FM,AM,Bluetooth, Clarion Antenna	1
S	Steering Wheel	Steering Wheel	1
S	Speakers	Denso Ten 10 Watt Speakers - Driver And Passenger	1
S	Cup Holders	Dash Mount Medium Cup Holder	1
S	Steering Column	Steering Column With Tilt And Lock	1
S	Cigarette Lighter	Center Mount 12V/120W Accessory Receptacle	1
S	USB Charging Port	Dash Mounted 2.1 Amp USB Charging Port	1
S	Cab Heater And Air Conditioning Controls	Heater And Air Conditioning Controls	1
S	Cab Air Inlet Filter	Cab Air Inlet Filter	1
S	Cab Heater	Cab Heater	1
O	Drivers Seat	Sears Seating Atlas 70, 4 Way Adjustable High Back Black/Silver Mordura Cloth Air Suspension RH Arm Rest	1
O	Passenger Seat	CVG 2/3 Width Cloth Two Man Bench	1
S	Front Seat Belts	Driver And Passenger 3-Point Seat Belt Black, Center Black	1
S	Seat Belt Warning	Seat Belt Warning - Driver's Seat	1
S	Interior Dome Lamp	Interior Dome Lamp Day Cab	1
S	Number Of Keys	Two Keys	1
S	Interior Grab Handle	Interior Grab Handles 26 In. A Pillar RH/LH And 14 In. Long B Pillar RH/LH	1
O	Fire Extinguisher	2.5 Lb. Fire Extinguisher	1



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S/O	Subcategory	Description	Qty.
O	Safety Triangle	Safety Triangles	1

Instruments And Controls

S	Instrument Cluster	Electronic Instrument Cluster	1
S	Hour Meter	Hour Meter	1
S	Parking Brake Warning Alarm	Parking Brake Warning Lamp	1
S	Coolant Level Warning Alarm	Coolant Level Warning	1

Paint

S	Paint	Single Paint Color - Existing Solid Paint Color	1
S	Primary Cab Paint Color	Hino Nippon Bright White (HVJ)	1
S	Secondary Paint Color	Secondary Paint Color Match Primary Cab Paint Color	1
S	Bumper Color	Hino Nippon Bright White (HVJ)	1
S	Paint Process	Hino Factory Cab Paint	1
S	Chassis Paint	Powder Coat - No Chassis Paint	1

Sales Administration

O	Dealership	Bruckner Truck Sales, Inc - 80420	0
S	Freight	L Series Freight Charge	1
S	Cummins Material Surcharge	Cummins B6.7 Material Surcharge	1
S	Owner's Manual	Owners Manual	1
S	Price Protection	No Price Protection	1
S	Freight and Material Surcharge	Material and Freight Surcharge	1
S	Hino Freight Surcharge	No Hino Freight Surcharge	1

Warranty And Additional Services

S	Chassis Warranty	Base Chassis Warranty - 2 Years / Unlimited Mileage	1
S	Engine Warranty - Extended Warranty Prices Subject To Change At Time Of DTU.	Engine Warranty - Cummins B6.7 - 3 Years/Unlimited Mileage	1
S	Emissions Warranty Type	Non-CARB State Emissions Warranty	1
S	Emissions System Warranty	EPA Emissions System Warranty - 5 Years / 100,000 Miles	1



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S/O	Subcategory	Description	Qty.
S	Aftertreatment Warranty - Extended Warranty Prices Subject To Change At Time Of DTU.	Aftertreatment System Warranty - Cummins B6.7 - 3 Years/Unlimited Miles -(EPA)	1
S	Cab Warranty	Cab Warranty - 5 Years / Unlimited Mileage	1
S	Transmission Warranty	Allison RDS Transmission Warranty - 5 Years / Unlimited Mileage	1
S	Frame Rail and Crossmember Warranty	Frame Rails and Crossmember Warranty - 5 Years / Unlimited Mileage	1
S	HinoWatch Roadside Assistance Program	HinoWatch Roadside Assistance Program - 3 Years	1
S	Hino Telematics	Hino Edge Connected Vehicle- 5 Year Subscription	1



Performance

Requirements

Top Speed Gradeability	1.5 %
Cruise Speed	65 MPH
Lowest Gear Startability	15 %
First Highway Gear Startability	12 %
Body Weight	0 lb
Body Length	0 ft
Body to Back of Cab	5 in



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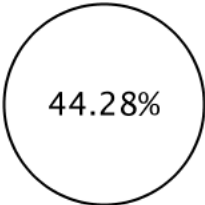
Startability

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Check the gradeability report.

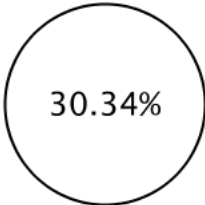


Gradeability

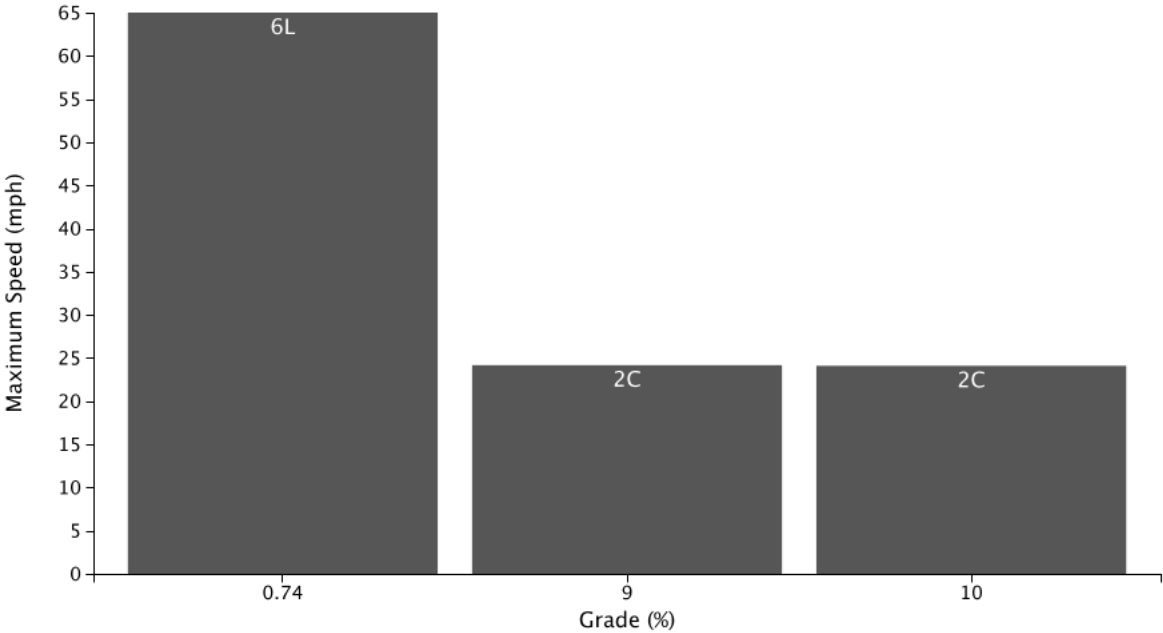
Launch Gradeability



Low Speed Gradeability



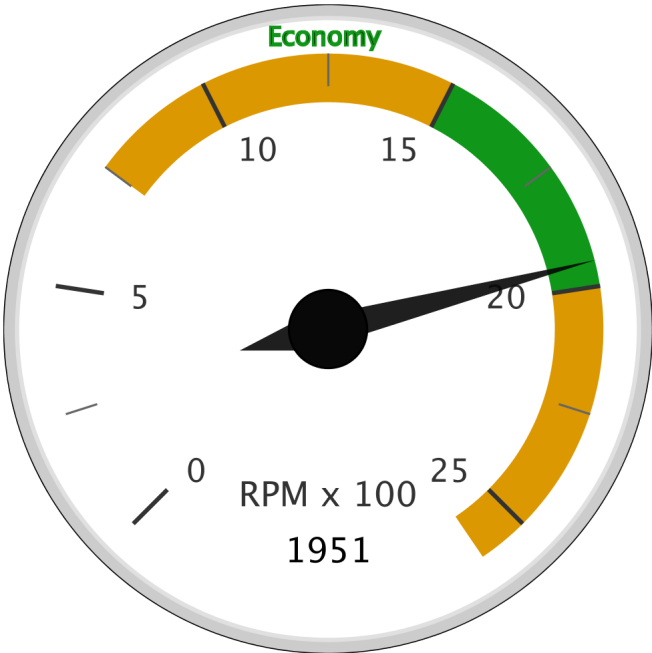
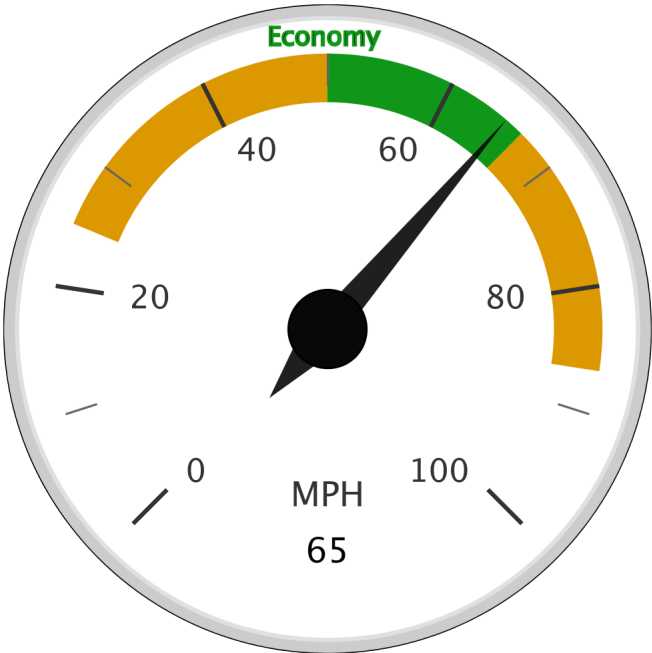
@11.11 MPH, 80% conv. eff. grade



Maximum Grade (%)	Top Speed (MPH)	Gear
0.74	65	Customer Requested Operating Speed 6L
9	24.17	2C
10	24.09	2C



Top Speed



Top Speed	80 MPH
Cruise Speed	65 MPH
Minimum of Operating Range	25 MPH
Maximum of Operating Range	86.6 MPH
Minimum of Economy Range	50 MPH
Maximum of Economy Range	66.6 MPH



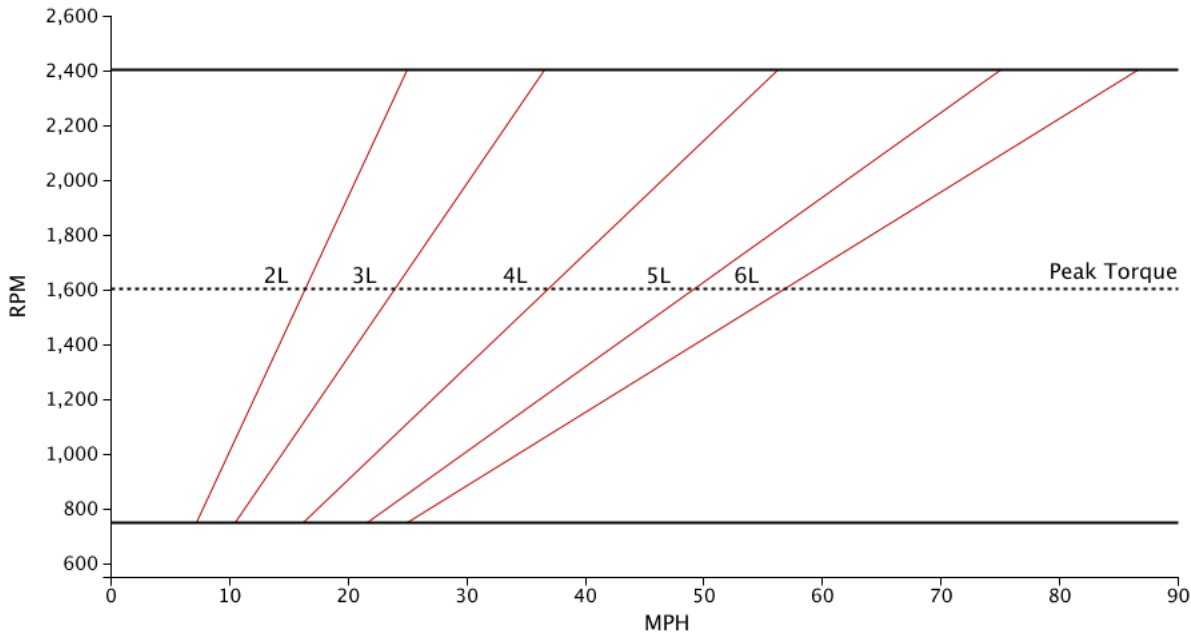
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Shift Chart

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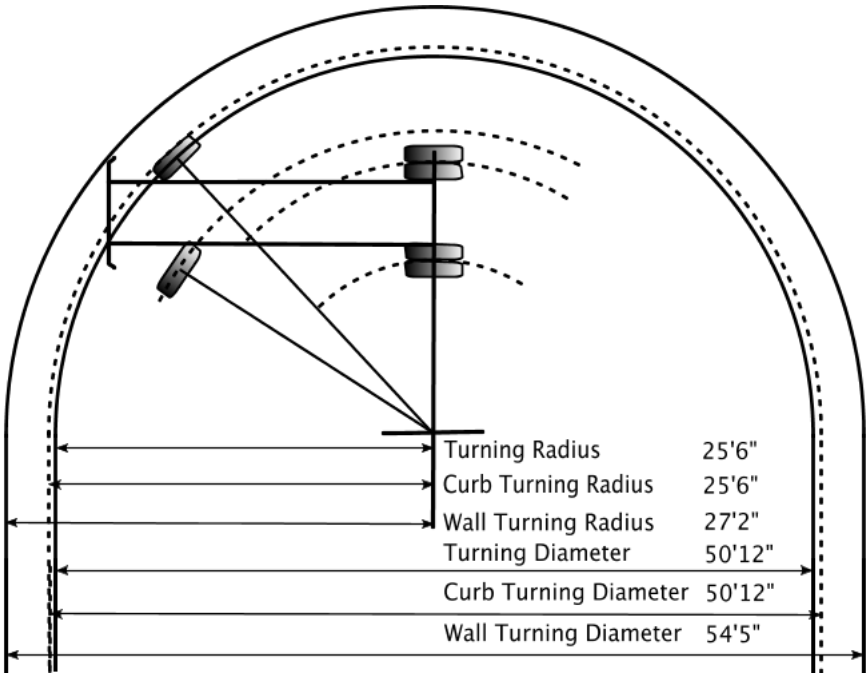
Operating Range



Gear	Min MPH	Max MPH	Cruise RPM	Rear Axle Ratio	Transmission Ratio
2L	7.22	25.03	6751.78	5.63	2.25
3L	10.55	36.57	4621.22	5.63	1.54
4L	16.25	56.32	3000.79	5.63	1.0
5L	21.66	75.09	2250.59	5.63	0.75
6L	24.99	86.64	1950.51	5.63	0.65



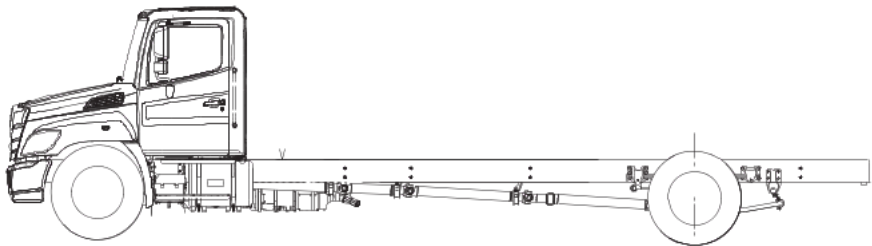
Turning Radius



Turning Radius	25'6"
Turning Diameter	50'12"
Curb to Curb Turning Radius	25'6"
Curb to Curb Turning Diameter	50'12"
Wall to Wall Turning Radius	27'2"
Wall to Wall Turning Diameter	54'5"



Chassis Weight Distribution



	Front Axle	Rear Axle	Total Weight
Chassis (Factory Options)	7,209.2	4,532.4	11,741.5
Local Options	0	0	0
Body Options	0	0	0
Dealer Options	0	0	0
Body (From Requirements)	0	0	0
Payload	0	0	0
Total Load	7,209.2	4,532.4	11,741.5
Total Rating	12,033	20,967	33,000

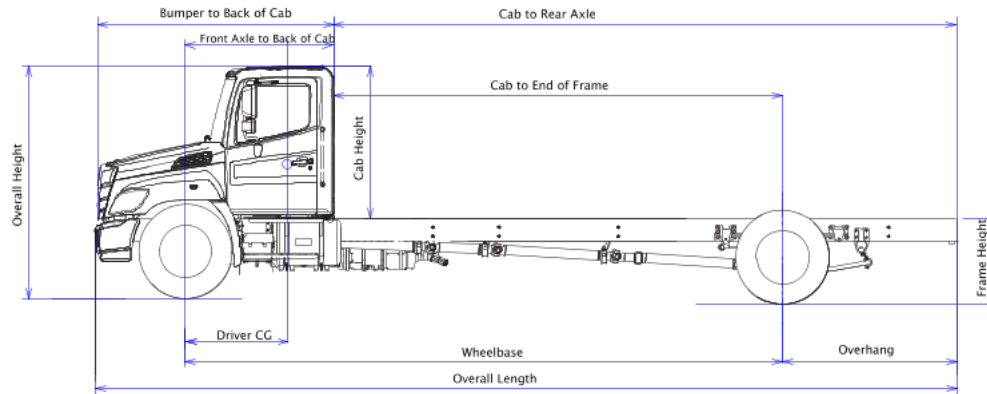
*Chassis weight shown is a wet weight and does not include driver.

Weight Rating	Rating	Weight (lbs)
	GVWR	33,000
	GCWR	49,000



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Dimensions



Bumper To Back Of Cab	108.0 in
Cab Height	69.7 in
Driver Center Of Gravity	49.6 in
Cab To End Of Frame	216.6 in
Cab To Rear Axle	119.6 in
Front Axle to Back of Cab	67.4 in
Overall Height	107.3 in
Overall Length	324.6 in
Overhang	97.0 in
Unladen Frame Height	40.6 in
Wheelbase	187.0 in

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF AN INDUSTRIAL DEVELOPMENT REVENUE BOND UNDER THE AUTHORITY OF ACT NO. 9 OF 1960, AS AMENDED, FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY NEAR THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN THE CITY, AS LESSOR, AND TODAY'S POWER, INC., AS LESSEE; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR PAYMENTS IN LIEU OF TAXES; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS RELATING TO THE ISSUANCE OF THE BOND; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Springdale, Arkansas (the "City") is authorized under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated Sections 14-164-201 *et seq.* (the "Act"), to own, acquire, construct, reconstruct, improve, equip and lease facilities within and near the City to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, the City is further authorized by Amendment 65 to the Constitution of the State of Arkansas ("Amendment 65") and the Act to issue its revenue bonds payable from revenues derived from the industrial facilities so acquired, constructed and equipped; and

WHEREAS, the City Council, pursuant to Resolution No. 13-22 adopted on February 22, 2022, has previously expressed its intent to issue its industrial development revenue bond under the Act for the purposes hereinafter described for the benefit of Today's Power, Inc., an Arkansas corporation, or an affiliate thereof (the "Company"), such bond to be issued as described below; and

WHEREAS, the necessary arrangements have been made with the Company for the permanent financing of the acquisition, construction and equipping of a substantial industrial project, such project consisting of a 2.4 MW photovoltaic solar generation facility and a 6.866 MW battery energy storage facility (and maintenance and repair parts related thereto) (collectively, the "Project") on approximately 22.33 acres of land leased from the Springdale School District and located immediately adjacent to, and south and west of, Sonora Middle School at 17051 U.S. 412 near the corporate boundaries of the City; and

WHEREAS, permanent financing of the Project costs, necessary costs and expenditures incidental thereto and the cost of the issuance of bonds is being furnished by the City pursuant to Amendment 65 and the Act through the issuance of its Taxable Industrial Development Revenue

Bond (Today's Power, Inc. Solar Project), Series 2022, in the aggregate principal amount of not to exceed Ten Million Two Hundred Thousand Dollars (\$10,200,000) (the "Bond"); and

WHEREAS, an open public hearing on the question of the issuance of the Bond and the financing of the Project was held before the Mayor and City Council on November 8, 2022, following publication of notice thereof in the Northwest Arkansas edition of the *Arkansas Democrat-Gazette* on October 27, 2022; and

WHEREAS, the Bond will be issued and secured pursuant to the terms and provisions of a Trust Indenture (the "Indenture"), by and between the City and Regions Bank, or another financial institution with corporate trust powers mutually acceptable to the City and the Company, as trustee (the "Trustee"); and

WHEREAS, the necessary arrangements have been made by the City to lease the Project to the Company pursuant to the terms of a Lease Agreement (the "Lease Agreement"); and

WHEREAS, the Company requests that the City enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") with TPI BondCo, LLC, an Arkansas limited liability company, or another affiliate of the Company (the "Purchaser"), providing for the sale of the Bond;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT:

Section 1. The City Council makes the following findings and determinations:

(a) The Company will utilize the Project in the generation, storage, dispatch and/or sale of electric energy to the Springdale School District (the "District") and/or the Ozarks Electric Cooperative Corporation (the "OECC").

(b) The Project's presence near the City is expected to be an important factor in the economic well-being of the District, the OECC and the City and its inhabitants.

(c) The Bond shall not constitute a general obligation of the City within the meaning of any constitutional or statutory limitation, but shall be a special limited obligation of the City as provided in the Act, the principal and interest on which shall be payable solely from the revenues or other receipts, funds, monies and property realized pursuant to the Lease Agreement and pledged therefor under the Indenture.

Section 2. There is hereby authorized and directed the issuance from time to time of the Bond and the sale thereof to the Purchaser pursuant to the terms and provisions of a Bond Purchase Agreement to be dated as of the date of the initial delivery of the Bond (the "Bond Purchase Agreement"), which Bond Purchase Agreement is specifically approved in Section 3 hereof. The Bond shall be sold at the purchase price of par plus accrued interest, if any, and shall be issued and delivered according to the terms and provisions of the Bond Purchase Agreement. The Bond shall be issued in the original aggregate principal amount of not to exceed Ten Million Two Hundred Thousand Dollars (\$10,200,000), shall be dated as of the date of its delivery, shall have a final maturity of December 1, 2042, shall bear interest at the rate of 3.50% per annum, shall be in the

form, and shall be issued upon the terms and conditions recommended by the Company, all as more particularly set forth in the Trust Indenture approved in Section 4 hereof. The Mayor is hereby authorized and directed to execute and deliver the Bond as requested by the Company, and the City Clerk is hereby authorized and directed to execute and deliver the Bond and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Bond to be authenticated by the Trustee.

Section 3. To prescribe the terms and conditions upon which the Bond is to be sold to the Purchaser, the Mayor is hereby authorized and directed to execute at the request of the Company the Bond Purchase Agreement on behalf of the City, by and between the City and the Purchaser, and approved by the Company. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor, with the counsel of the City Attorney, is hereby authorized to confer with the Purchaser, the Company and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. To prescribe the terms and conditions upon which the Bond is to be secured, executed, authenticated, issued, accepted and held, the Mayor and the City Clerk are hereby authorized and directed to execute, acknowledge and deliver the Trust Indenture, by and between the City and the Trustee, and the Mayor and City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor, with the counsel of the City Attorney, is hereby authorized to confer with the Trustee, the Company, the Purchaser and Bond Counsel in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. There is hereby authorized and directed acceptance of the conveyance by the Company to the City of the personal property comprising the Project and the lease of such personal property to the Company. The Mayor and the City Clerk are hereby authorized to execute, acknowledge and deliver the Lease Agreement, by and between the City, as lessor, and the Company, as lessee. The Lease Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor, with the counsel of the City Attorney, is hereby authorized to confer with the Company, the Trustee, the Purchaser and Bond Counsel in order to complete the Lease Agreement in substantially the form submitted to this meeting, with such

changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Lease Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. The City and the Company recognize that under Article 16, Section 5, of the Constitution of the State of Arkansas, as interpreted under past decisions of the Supreme Court of the State of Arkansas applicable to facilities financed pursuant to the Act, including particularly the case of Wayland v. Snapp, 232 Ark. 57, 334 S.W.2d 663 (1960), the Project will be exempt from *ad valorem* taxation. Although the City makes no representation as to the continued precedential value of such past decisions, the Company has agreed to enter into an Agreement for Payments in Lieu of Taxes to be dated as of the date of its execution (the “PILOT Agreement”) requiring the Company to make certain payments in lieu of all *ad valorem* taxes which would otherwise be levied on the Project personal property by local public bodies with taxing power. In order to provide for such payments, there is hereby authorized and directed the execution and delivery of the PILOT Agreement, and the Mayor is hereby authorized to execute and deliver the PILOT Agreement for and on behalf of the City. The PILOT Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor, with the counsel of the City Attorney, is hereby authorized to confer with the Company and Bond Counsel in order to complete the PILOT Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the PILOT Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bond, the Bond Purchase Agreement, the Indenture, the Lease Agreement and the PILOT Agreement, and to perform all of the City’s obligations under and pursuant thereto. The Mayor and the City Clerk are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 8. Because the City is here involved with permanent financing for the acquisition, construction and equipping of a complex industrial project requiring highly specialized work and specialized types of machinery and equipment, it has been and is hereby determined by the City Council that competitive bidding be, and the same is hereby, waived as to this particular industrial project. This action is taken by the City pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 9. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed as Bond Counsel with respect to the issuance of the Bond, the fees and expenses of which firm shall be costs of the Project and paid from the proceeds of the Bond or by the Company.

Section 10. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 11. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED: _____, 2022.

Mayor

ATTEST:

City Clerk

(S E A L)

CITY OF SPRINGDALE, ARKANSAS

Issuer

and

TPI BONDCO, LLC

Purchaser

BOND PURCHASE AGREEMENT

Dated December , 2022

Not to Exceed \$10,200,000
City of Springdale, Arkansas
Taxable Industrial Development Revenue Bond
(Today's Power, Inc. Solar Project)
Series 2022

BOND PURCHASE AGREEMENT

Not to Exceed \$10,200,000
City of Springdale, Arkansas
Taxable Industrial Development Revenue Bond
(Today's Power, Inc. Solar Project)
Series 2022

December [REDACTED], 2022

Today's Power, Inc.
7300 Industry Drive
North Little Rock, AR 72117
Attn: General Counsel

Ladies and Gentlemen:

The City of Springdale, Arkansas (the "Issuer"), a political subdivision organized and existing under the laws of the State of Arkansas, hereby agrees with you as follows:

SECTION 1 PURCHASE AND SALE OF BOND

1.1. Issuance of Bond. The Issuer has authorized the issuance of its Taxable Industrial Development Revenue Bond (Today's Power, Inc. Solar Project), Series 2022, in aggregate principal amount not to exceed \$10,200,000 (the "Bond"), pursuant to and in accordance with Amendment 65 to the Constitution of the State of Arkansas ("Amendment 65"), Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas for the year 1960, as amended ("Act 9"), and Ordinance No. [REDACTED] of the Issuer (the "Ordinance"), duly adopted by its City Council on November 8, 2022, such Bond to be dated, to bear interest and to be payable as set forth in, and to be issued pursuant to the terms of, a Trust Indenture dated as of December [REDACTED], 2022 (the "Indenture"), by and between the Issuer and Regions Bank, as trustee (the "Trustee"). The Bond shall be issued as a single typewritten drawdown bond with a stated principal of \$10,200,000; provided, however, that the principal amount due thereon shall be only such amount as has been drawn by the Company (as defined below) as reflected on the Schedule of Draws and Redemptions attached to the Bond. The Bond shall bear interest on the principal amount drawn by the Company at the rate of 3.50% per annum, payable annually on December 1, commencing December 1, 2023. The Bond will mature on December 1, 2042. The proceeds from the sale of the Bond shall be applied to reimburse the Company for the costs of acquiring, constructing and equipping certain industrial facilities (the "Project") near the corporate boundaries of the Issuer. The Issuer shall lease the Project to Today's Power, Inc., an Arkansas corporation (the "Company"), pursuant to the terms of a Lease Agreement dated as of December [REDACTED], 2022 (the "Lease Agreement"). The Bond will be secured by (i) the assignment by the Issuer to the Trustee for the benefit of the owner of the Bond of the rights of the Issuer under the Lease Agreement, and (ii) such other funds and accounts as are described in the Indenture.

1.2. Closing. The Issuer hereby agrees to sell to you and, subject to the terms and conditions herein set forth, you hereby agree to purchase from the Issuer, from time to time, all or any portion of the Bond at 100% of the principal amount drawn by the Company pursuant to a Draw Certificate as provided in the Indenture. The closing of the initial purchase of the Bond shall be at 10:00 A.M. local time, on December 15, 2022 (the “Closing Date”), at the offices of Kutak Rock LLP, 124 West Capitol Avenue, Suite 2000, Little Rock, Arkansas 72201, or at such other time and place as shall be subsequently agreed upon by the parties. At the initial closing and upon each subsequent draw, the Company will deliver a duly executed Draw Certificate to the Trustee on behalf of the Issuer, you will deliver to the Trustee, in immediately available funds, the principal amount specified in the Draw Certificate, and the Trustee will deliver to the Company or its order, in immediately available funds, the principal amount specified in the Draw Certificate. Alternatively, the intercompany transfer procedures set forth in Section 5.01 of the Indenture and Section 6 of the Form of Draw Certificate may be utilized for the initial and subsequent draws.

SECTION 2 WARRANTIES, REPRESENTATIONS AND AGREEMENTS OF THE ISSUER

The Issuer warrants, represents and agrees that:

2.1. Organization and Authority. The Issuer is a duly organized and validly existing political subdivision of the State of Arkansas and has all requisite power and authority under Amendment 65 and Act 9 to issue, sell and deliver the Bond as provided herein and to consummate all other transactions involving the Issuer contemplated by this Bond Purchase Agreement (this “Agreement”).

2.2. Pending Litigation. There is no action, suit, proceeding or investigation pending or threatened against or affecting the Issuer, or, to the best knowledge of the Issuer, any basis therefor, wherein an unfavorable decision or finding would adversely affect the transactions contemplated by this Agreement, or which in any way would adversely affect the validity or enforceability of the Bond, this Agreement, the Lease Agreement, the Indenture or the PILOT Agreement (as hereinafter defined).

2.3. Sale and Other Transactions are Legal and Authorized. The sale of the Bond, the execution, delivery and due performance of this Agreement, the Lease Agreement, the Indenture and the PILOT Agreement, and all transactions contemplated by this Agreement are within the purposes, powers and authority of the Issuer, and have been done in full compliance with the provisions of the Ordinance, Amendment 65 and Act 9, as applicable, and all other applicable laws of the State of Arkansas. When delivered to you in accordance with this Agreement, the Bond being purchased by you hereunder will be duly authorized, executed, issued and delivered and will constitute the legal, valid and binding obligation of the Issuer payable solely from the revenues and other funds pledged in the Indenture therefor, and the owner of the Bond and its assigns will be entitled to the benefits of this Agreement, the Lease Agreement and the Indenture.

2.4. Governmental Consents. All consents, approvals, authorizations and orders of, or filings, registrations or qualifications with, any governmental or regulatory authorities which are required to be obtained by the Issuer for the consummation of the transactions contemplated by this Agreement have been duly and validly obtained or performed and are in full force and effect.

2.5. Use of Proceeds for Public Purposes. The Issuer has determined that the Project and the use of the proceeds from the sale of the Bond therefor will accomplish the public purposes set forth in Act 9.

SECTION 3 CONDITIONS OF CLOSING

Your obligation to purchase and pay for the Bond to be delivered to you on the Closing Date and on the dates of any subsequent draws thereunder shall be subject to the following conditions precedent:

3.1. Opinion of Counsel. Your receipt from Kutak Rock LLP, bond counsel, of an approving opinion satisfactory to you.

3.2. Warranties and Representations True as of the Closing Date. You shall not have received notice from the Issuer that any of the warranties and representations of the Issuer contained in Section 2 hereof shall be untrue in any material respect as of the Closing Date or as of the date of any subsequent draw; there shall exist no “event of default” (as defined in the Lease Agreement and Indenture) on such date; and you shall have received a certificate of the Company to such effect.

3.3. Execution and Delivery of Documents. The Lease Agreement, the Indenture and an Agreement for Payment in Lieu of Taxes to be dated as of the date of its delivery (the “PILOT Agreement”), by and between the Issuer and the Company, shall each have been duly executed and delivered by the respective parties thereto, and each shall be in full force and effect on the Closing Date, and on the date of each subsequent draw under the Bond.

3.4. Filings. All recordations and filings appropriate or required by law in order fully to perfect, preserve and protect the assignment of the Lease Agreement and the lien of the Indenture and the security interests created by the Lease Agreement and the Indenture and the rights of the Trustee thereunder shall have been performed.

3.5. Proceedings Satisfactory. All corporate and other proceedings taken or to be taken in connection with the transactions relating hereto and all documents incident thereto shall be satisfactory in substance and form to you and your counsel, and you and your counsel shall have received such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

3.6. No Litigation. No litigation or proceeding shall be threatened or pending in any court or other official body (i) to restrain or enjoin the issuance or delivery of the Bond, (ii) which in any way questions or affects the validity of the Bond, any provisions thereof, any provisions of the Ordinance, this Agreement, the Lease Agreement, the Indenture, the PILOT

Agreement or any proceedings taken with respect to the foregoing, or (iii) which questions the Issuer's creation, organization or existence or the titles to office of any of its officers, or its powers to acquire, finance and lease the Project.

SECTION 4 SPECIAL COVENANTS

4.1. Delivery Expenses. Payment of all costs of issuance in connection with the preparation, execution, printing and delivery of the Bond to the place of closing and all fees and expenses of Bond Counsel and your counsel shall be paid, or caused to be paid, from the proceeds of the Bond or otherwise at the election of the Company.

4.2. Special Obligations. Notwithstanding anything herein to the contrary, all covenants and agreements contained in this Agreement on behalf of the Issuer shall be subject to the provisions of this Section 4.2. The Bond shall be a special limited obligation of the Issuer as provided in Act 9, the principal of and interest on which are payable solely from revenues or other receipts, funds, monies and property pledged or mortgaged therefor under the Indenture, and any amounts payable by the Issuer under this Agreement, the Lease Agreement or the Indenture are payable solely therefrom. Neither the State of Arkansas nor any political subdivision thereof shall in any event be liable for the payment of the principal of or interest on the Bond.

SECTION 5 MISCELLANEOUS

5.1. Expenses. The Company shall pay and indemnify the Issuer for the amount of all expenses reasonably incurred in connection with the issuance of the Bond and not otherwise paid from Bond proceeds.

5.2. Notices. All communications provided for hereunder shall be sent by fax or by first class or certified mail and, if to you, addressed to you in the manner in which this letter is addressed; if to the Issuer, at 201 Spring Street, Springdale, Arkansas 72764, Attention: Mayor; and if to the Company, to Today's Power, Inc., 7300 Industry Drive, North Little Rock, Arkansas 72117, Attention: General Counsel, or to such other address with respect to any party as such party shall notify the others in writing.

5.3. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Issuer in connection herewith shall survive the execution and delivery of this Agreement and the Bond.

5.4. Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. The provisions of this Agreement are intended to be for the benefit of the owner from time to time of the Bond, and shall be enforceable by any such owner, whether or not an express assignment to such owner of rights under this Agreement has been made by you or your successors or assigns. You may not assign any portion of your rights and obligations hereunder without the written consent of the Issuer and the Company.

5.5. Responsibility of Individuals. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Issuer and not of any alderman, officer, employee or agent of the Issuer in his or her individual capacity.

5.6. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to you, the determination of such satisfaction shall be made by you in your sole and exclusive judgment exercised in good faith.

5.7. Representation of Purchaser. You specifically understand and agree that, prior to the sale of the Bond to you, you will be required to execute and deliver a letter in substantially the form attached hereto as Exhibit A. You further understand and acknowledge that your obligation under Section 1.2 hereof to purchase from time to time an amount of the Bond up to the entire authorized principal amount will survive and be unaffected by any transfer or purported transfer by you of any interest in the Bond.

5.8. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Arkansas, and shall be construed and enforced in accordance with the laws of such State.

5.9. Modifications. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

5.10. Descriptive Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

If you are in agreement with the foregoing, please sign the form of acceptance on the enclosed counterpart of this document and return the same to the undersigned, whereupon this shall become a binding agreement between you and the undersigned.

Very truly yours,

CITY OF SPRINGDALE, ARKANSAS

By: _____

Name: Doug Sprouse

Title: Mayor

[CITY SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

ACCEPTED:

TPI BONDCO, LLC,
an Arkansas limited liability company

By: _____
Name: Derek Dyson
Title: Manager

APPROVED:

TODAY'S POWER, INC.,
an Arkansas corporation

By: _____
Name: Derek Dyson
Title: CEO/President

[PURCHASER SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

EXHIBIT A
FORM OF INVESTOR LETTER

[PREPARED ON LETTERHEAD OF BOND PURCHASER]

December __, 2022

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

City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764
Attn.: Mayor

Regions Bank
400 West Capitol Avenue
Little Rock, AR 72201
Attention: Corporate Trust Department

Today's Power, Inc.
7300 Industry Drive
North Little Rock, AR 72117
Attn: General Counsel

Not to Exceed \$10,200,000
City of Springdale, Arkansas
Taxable Industrial Development Revenue Bond
(Today's Power, Inc. Solar Project)
Series 2022

Ladies and Gentlemen:

In connection with the purchase by us of the above-described bond (the "Bond"), we hereby certify as follows:

1. We understand that we will not receive from the City of Springdale, Arkansas (the "Issuer"), Today's Power, Inc. (the "Company"), Regions Bank (the "Trustee"), their governing bodies, their members or any of their officers, employees or agents or Kutak Rock LLP ("Bond Counsel") any information with respect to the use of the proceeds of the Bond and the Project, as defined in the Trust Indenture dated as of December [REDACTED], 2022 (the "Indenture"), the Bond itself, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and

security therefor, except (a) in the documentation executed in connection with the issuance of the Bond, copies of which have been provided to us and reviewed by us prior to our purchase of the Bond (the “Bond Documents”), and (b) as has been specifically requested by us from the Company and which has been provided to us and reviewed by us prior to our purchase of the Bond (the “Additional Information”).

2. Neither the Issuer, the Company, the Trustee, their governing bodies, their members nor any of their officers, employees or agents nor Bond Counsel will have any responsibility to us for the accuracy or completeness of information obtained by us from any source regarding the Project, the Issuer, the Company or its assets, business, circumstances, financial condition and properties, or regarding the Bond, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Bond Documents. We acknowledge that, as between us and all of such parties: (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to purchase the Bond, and (b) the Bond Documents and the Additional Information constitute all the information and, with the investigation made by us (including specifically our investigation of the Company and the Project) prior to our purchase of the Bond, review that we have deemed necessary or desirable in connection with our decision to purchase the Bond.

3. We have been offered copies of or full access to all documents relating to the issuance of the Bond and all records, reports, financial statements and other information concerning the Issuer, the Company and the Project and pertinent to the source of payment for the Bond which we, as a reasonable investor, have requested and to which we, as a reasonable investor, would attach significance in making investment decisions. We have been afforded the opportunity to ask such questions of representatives of the Company as we have deemed necessary in making our investment decisions; and we have based our decision to invest in the Bond solely on our own investigation, including, without limitation, our review of such documents, records, reports, financial statements and other information concerning the Company and the Project and discussions with representatives of the Company.

4. We are either (a) an “affiliate” (as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) of the Company, (b) a bank, registered investment company, insurance company or other “accredited investor” (as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission), or (c) described in paragraph 5. If described in this paragraph 4, we are duly and validly organized under the laws of our jurisdiction of incorporation or organization, and we can bear the economic risk of the purchase of the Bond and have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bond on the basis of the information and review described in paragraph 2. If I am a natural person described in this paragraph 4: (i) I have a net worth, or joint net worth with my spouse, of at least \$ 1,000,000, or (ii) I had an individual income in excess of \$200,000 in each of the two most recent years or

joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If not described in paragraph 4, we are a registered investment advisor purchasing the Bond for inclusion in the portfolio of a registered investment company advised by us and over whose transactions we have discretionary power. If described in this paragraph 5, we have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bond on the basis of the information and review described in paragraph 2, and the investment company for which we are purchasing the Bond is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bond.

6. The Bond has been purchased for our own account for investment and not with a view to the distribution, transfer or resale thereof, provided that the disposition of the Bond shall at all times be within our sole control.

7. We are duly and legally authorized to purchase obligations such as the Bond.

8. We have not and will not rely on any action taken by the Issuer of the Bond, including, but not limited to, issuance of the Bond, as evidence that the Bond or the Project financed with the proceeds of the Bond comply with the provisions of any legislation.

9. We understand that the Bond has not been registered with any federal or state securities agency or commission.

10. We have satisfied ourselves that the Bond is a lawful investment for this organization under all application laws.

11. We have carefully read the Bond Documents and the Additional Information in their entirety and understand the risks described therein and understand and acknowledge that there may exist other risks with respect to the Bond that are not described therein.

12. We acknowledge that no credit rating has been sought or obtained with respect to the Bond, and we acknowledge that the Bond is a speculative investment and that there is a high degree of risk in such investment.

13. We acknowledge that we have read the form of approving opinion of Bond Counsel regarding the Bond.

TPI BONDCO, LLC,
Bond Purchaser

By: _____
Name: Derek Dyson
Title: Manager

CITY OF SPRINGDALE, ARKANSAS
Lessor

to

TODAY'S POWER, INC.
Lessee

LEASE AGREEMENT

Dated as of December [REDACTED], 2022

This instrument also constitutes a Security Agreement under the Arkansas Uniform Commercial Code.

Certain rights of the Lessor under this Lease Agreement have been assigned to, and are subject to a security interest in favor of Regions Bank, as Trustee under a Trust Indenture dated as of December [REDACTED], 2022, securing the Lessor's not to exceed \$10,200,000 Taxable Industrial Development Revenue Bond (Today's Power, Inc. Solar Project), Series 2022.

Prepared by:

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

LEASE AGREEMENT

This **LEASE AGREEMENT** dated as of December 15, 2022 (this “Lease Agreement”), between the **CITY OF SPRINGDALE, ARKANSAS**, as lessor (the “Lessor”), a municipal corporation and a city of the first class duly organized and existing under the laws of the State of Arkansas, and **TODAY’S POWER, INC.**, as lessee (the “Lessee”), a corporation duly organized and existing under the laws of the State of Arkansas;

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Lessor is authorized by the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated Sections 14-164-201 *et seq.* (the “Act”), to own, acquire, construct, reconstruct, improve, equip and lease industrial buildings, improvements and facilities within and near the corporate boundaries of the Lessor, to incur other costs and expenses, and to make other expenditures incidental to and for the securing and developing of industry; and

WHEREAS, the Lessor is further authorized by Amendment 65 to the Constitution of the State of Arkansas (“Amendment 65”) and the Act to issue industrial development revenue bonds payable from the revenues derived from the industrial project so acquired, constructed and equipped; and

WHEREAS, the Lessee has requested the assistance of the Lessor in the permanent financing of a substantial industrial project consisting of the acquisition and equipping of a substantial industrial project, such project consisting of a 2.4 MW photovoltaic solar generation facility and a 6.884 MW battery energy storage facility (and maintenance and repair parts related thereto) (collectively, the “Project”) located on approximately 22.33 acres of land described in Exhibit B hereto (the “Project Site”) leased from the Springdale School District and located immediately adjacent to, and south and west of, Sonora Middle School at 17051 U.S. 412 near the corporate boundaries of the Lessor; and

WHEREAS, the Lessor has determined to issue its Taxable Industrial Development Revenue Bond (Today’s Power, Inc. Solar Project), Series 2022, in the aggregate principal amount of not to exceed \$10,200,000 (the “Bond”), pursuant to the provisions of a Trust Indenture dated as of even date herewith (the “Indenture”), between the Lessor and Regions Bank, as trustee (the “Trustee”), for the purpose of providing permanent financing of the Project; and

WHEREAS, the Lessee has conveyed or will convey to the Lessor the personal property comprising the Project (as described in Exhibit A hereto), and such personal property financed with the proceeds of the Bond will be leased to the Lessee pursuant to this Lease Agreement upon the terms and conditions set forth herein; and

WHEREAS, the Lessor and the Lessee each have full right and lawful authority to enter into this Lease Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed; and

WHEREAS, pursuant to the Indenture and to secure the payment of the Bond, the Lessor shall pledge to the Trustee certain of its rights under this Lease Agreement, all revenues arising under this Lease Agreement, and certain other rights and property;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Lessor and the Lessee agree as follows (provided, that in the performance of the agreements of the Lessor herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part, but shall be payable solely out of the proceeds derived from this Lease Agreement and the sale of the Bond):

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In addition to the words and terms defined in the Indenture, or elsewhere defined in this Lease Agreement, the following words and terms as used in this Lease Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“*Act*” means the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated Sections 14-164-201 *et seq.*, and all acts supplemental thereto or amendatory thereof.

“*Affiliate*” means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and “control,” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“*Authorized Lessee Representative*” means “Authorized Company Representative,” as defined in the Indenture.

“*Authorized Lessor Representative*” means “Authorized Issuer Representative,” as defined in the Indenture.

“*Bond*” or “*Bonds*” means any or all of the City of Springdale, Arkansas Taxable Industrial Development Revenue Bond (Today’s Power, Inc. Solar Project), Series 2022, in the aggregate principal amount of not to exceed \$10,200,000, to be issued pursuant to the Indenture.

“*Bond Counsel*” means any firm of nationally recognized bond counsel expert in the field of municipal finance reasonably acceptable to the Lessor.

“*Bond Documents*” means, collectively, the Bond, the Indenture, this Lease Agreement, the Bond Purchase Agreement and the PILOT Agreement.

“*Bond Fund*” means the fund by that name created by Section 4.01 of the Indenture.

“*Bondholder*” or “*Owner*” means the Person in whose name the Bond is registered upon the registration books maintained pursuant to the Indenture.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement dated December [REDACTED], 2022, between the Lessor and the Original Purchaser, and approved by the Lessee.

“*Costs of Issuance*” means all costs incurred in connection with the borrowing, including all costs incurred in connection with the authorization, sale and issuance of, and draws under, the Bond and the transactions contemplated in the Indenture, including, but not limited to, (a) counsel fees and expenses (including Bond Counsel, as well as any other specialized counsel fees and expenses incurred in connection with the borrowing), (b) the initial fees and expenses of the Trustee, and (c) costs incurred in connection with the required public approval process (e.g., publication costs for public notices).

“*Draw Certificate*” means, with respect to each draw under the Bond, a certificate of the Lessee, approved by the Owner of the Bond, such approval to be evidenced by their execution thereof, in substantially the form attached to the Indenture as Exhibit C.

“*Indenture*” means the Trust Indenture dated as of December [REDACTED], 2022, by and between the Lessor and the Trustee, relating to the Bond, and any indentures supplemental thereto.

“*Lease Agreement*” means this Lease Agreement and all amendments and supplements hereto.

“*Lease Term*” means the duration of the Lessee’s right to use the Leased Equipment constituting the Project as specified in Section 5.1 hereof.

“*Leased Equipment*” means those items of machinery and equipment described in Exhibit A hereto annexed (as it may be amended from time to time), and maintenance and repair parts related thereto, acquired and installed on the Project Site with proceeds from the sale of the Bond (or reimbursed with proceeds from the sale of the Bond), and any item of machinery or equipment acquired and installed on the Project Site in substitution therefor pursuant to the provisions of Section 6.1(b) hereof. All Leased Equipment shall be identified in a ledger maintained by the Lessee.

“*Lessee*” means Today’s Power, Inc., an Arkansas corporation, and any surviving, resulting or transferee corporation as provided in Section 8.2 hereof.

“*Lessor*” means the City of Springdale, Arkansas, a municipal corporation organized and existing under the laws of the State of Arkansas.

“*Net Proceeds*” means, with respect to any insurance award, the gross proceeds from the insurance award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees and expenses) incurred in the collection of such gross proceeds.

“*Original Purchaser*” means TPI BondCo, LLC, an Arkansas limited liability company, the original purchaser of the Bond.

“*Outstanding*,” when used in reference to the Bonds, means, as at any particular date, the aggregate of all Bonds authenticated and delivered under the Indenture except:

- (a) those cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;
 - (b) those deemed to be paid in accordance with Article VIII of the Indenture;
- and
- (c) those in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture.

“*Permitted Encumbrances*” means, as of any particular time, (i) any liens securing debt of the Lessee existing as of the date hereof, (ii) this Lease Agreement and the Indenture, (iii) leases, subleases, licenses, restrictions, reservations, reversions and exceptions that will not interfere with or impair the operation of the Project, and (iv) such minor defects, irregularities and encumbrances as normally exist with respect to properties similar in character to the Project, and as do not materially impair the property affected thereby for the purposes for which it was acquired or is then held.

“*Person*” means natural persons, firms, partnerships, associations, corporations, trusts, limited liability companies and public bodies.

“*PILOT Agreement*” means the Agreement for Payments in Lieu of Taxes dated December 1, 2022, by and between the Lessor and the Lessee.

“*Project*” means the Leased Equipment and any other tangible personal property located on the Project Site and financed with the proceeds of the Bond and described in Exhibit A attached hereto and by this reference made a part of this Lease Agreement, as Exhibit A may be modified in accordance with Section 6.1(b) of this Lease Agreement.

“*Project Site*” means the real property described in Exhibit B attached hereto and by this reference made a part of this Lease Agreement.

“*Project Costs*” means all costs and items permitted to be financed under the provisions of the Act, including, but not limited to: (i) the cost of architectural, engineering, legal and related services; (ii) the cost of the preparation of plans, specifications, studies, surveys and estimates of cost and of revenue and all other expenses necessary or incident to planning, providing or determining the feasibility and practicability of the Project; (iii) the cost of all Leased Equipment and the cost of installing and placing the same in operation; and (vii) Costs of Issuance with respect to each draw under the Bond to finance the Project.

“*Trustee*” means Regions Bank, a banking corporation organized and existing under the laws of the State of Alabama, as trustee under the Indenture, its successors in trust and their assigns.

“*Unassigned Rights*” means the rights of the Lessor under Section 8.6 hereof.

Section 1.2. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “bond,” “owner,” “holder,” and “person” shall include the plural as well as the singular number.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Lessor. The Lessor makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessor is a political subdivision and a body corporate and politic organized and existing under the Constitution and laws of the State of Arkansas and has authority under the Act to acquire, construct and equip industrial projects and to issue its revenue bonds to finance the acquisition, construction and equipping of such projects. Any bonds so issued are payable solely out of the revenues derived from the lease of the projects and the proceeds derived from the sale of said bonds, and shall not constitute an indebtedness of the Lessor within the meaning of any Arkansas constitutional provision or statutory limitation, and shall never constitute or give rise to a pecuniary liability of the Lessor or a charge against its general credit or taxing powers.

(b) The Lessor will perform all of its obligations with reference to the acquisition and equipping of the Project specified in Article IV of this Lease Agreement.

(c) Notwithstanding anything herein contained to the contrary, it is the intention of the Lessor that any obligation it may hereby incur for the payment of money shall not be a general debt on its part but shall be payable solely from the proceeds derived from this Lease Agreement and the proceeds of draws under the Bond.

(d) The Lessor has been induced to enter into this undertaking by the commitment of the Lessee to acquire, equip and operate certain industrial facilities on the Project Site near the corporate boundaries of the jurisdiction of the Lessor for use in connection with the Lessee’s solar generation, battery storage and electricity sales business.

(e) In order to furnish necessary moneys for the payment (or reimbursement) of Project Costs and the expenses of authorizing and issuing the Bond, the Lessor has authorized the issuance of the Bond.

(f) The Bond is to be issued under and secured by the Indenture, pursuant to which the Lessor’s interest in this Lease Agreement (except for the Unassigned Rights), and the revenues and receipts derived by the Lessor from the leasing of the Project, will be pledged to the Trustee as security for payment of the principal of and interest on the Bond.

(g) The Lessor will not pledge the amounts derived from this Lease Agreement other than to secure the Bond.

Section 2.2 Representations by Lessee. The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessee is a corporation duly organized and existing under the laws of the State of Arkansas, is in good standing under its Articles of Incorporation and under the laws of the State of Arkansas, and has the power to enter into this Lease Agreement and the other Bond Documents to which it is a party, and to perform all of its obligations contained herein and therein, and by proper action, has been duly authorized to execute and deliver this Lease Agreement and the other Bond Documents to which it is a party.

(b) The leasing by the Lessor of the Project to the Lessee is an inducement to the Lessee to acquire, equip and operate certain industrial facilities on the Project Site near the jurisdiction of the Lessor for use in connection with the Lessee's solar generation, battery storage and electricity sales business.

(c) The Lessee currently intends to operate and maintain the Project in connection with the solar generation, storage, dispatch and sale of electric energy until the expiration or earlier termination of the Lease Term as provided herein and/or, with the Lessor's written consent, for such other lawful uses as the Lessee may deem appropriate.

(d) The Lessee is not subject to any charter, bylaw or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessee from entering into this Lease Agreement or the other Bond Documents to which it is a party, or performing any of its obligations hereunder or thereunder, and covenants that, anything in this Lease Agreement to the contrary notwithstanding, so long as the Bond is Outstanding there shall be no abatement or reduction of the rent payable by the Lessee hereunder.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public board or body, pending or, to the best knowledge of the Lessee, threatened against or affecting the Lessee, nor to the best of knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated by this Lease Agreement, or which, in any way, would materially and adversely affect the validity or enforceability of the Bond Documents, or any other agreement or instrument to which the Lessee is a party used or contemplated for use in the consummation of the transactions contemplated hereby.

(f) The Project consists of machinery, equipment and improvements suitable for industrial uses, the cost of which is estimated to be approximately \$10,200,000.

(g) The proceeds of each draw under the Bond will be used only for payment or reimbursement of Project Costs related to such draw and Costs of Issuance.

(h) To the best knowledge of the Lessee, the Project complies or will comply with all presently applicable building and zoning ordinances where failure to comply would have a materially adverse effect on the Lessee's ability to utilize the Project for the purposes intended.

(i) The Lessee agrees to cooperate with all reasonable requests of the Lessor with respect to the performance of the Lessor's obligations under the Indenture. The Lessee will observe all of the obligations, terms and conditions required on its part to be observed or performed under the Indenture. The Lessee agrees any provisions governing the rights, immunities and protections of the Trustee under the Indenture are incorporated by reference into this Lease Agreement as being applied to the Trustee as though fully set forth herein.

Section 2.3. Intention. It is intended by the parties hereto that this Lease Agreement and all actions taken hereunder be consistent with and pursuant to that ordinance of the Lessor authorizing the issuance of the Bond, and that substantially all of the proceeds of the Bond be used to provide property of a character subject to the allowance for depreciation.

ARTICLE III

DEMISING CLAUSES AND WARRANTY OF TITLE

Section 3.1. Demise of Project. As acquired and installed, title to the personal property comprising the Project will be conveyed by the Lessee to the Lessor. The Lessor demises and leases to the Lessee, and the Lessee leases from the Lessor, the personal property comprising the Project, now in existence or hereafter to be conveyed, at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Lease Agreement. The Lessor agrees that the Lessee shall have possession of the Project whenever such possession is desired by the Lessee.

THE LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE LESSEE'S PURPOSES OR THE ACTUAL OR DESIGNED CAPACITY OF THE PROJECT, OR THE FITNESS OF THE PROJECT FOR ANY PARTICULAR PURPOSE OF THE LESSEE.

Section 3.2. Warranty of Title. The Lessor warrants that it lawfully owns and is lawfully possessed of the personal property comprising the Project and that, subject to Permitted Encumbrances, it has good and merchantable title and estate therein, subject to existing encumbrances, but it has no liability in regard thereto.

Section 3.3. Quiet Enjoyment. The Lessor covenants and agrees that the Lessee, upon paying the rent provided herein and upon performing and observing the covenants, conditions and agreements hereof, shall and may peaceably hold and enjoy the Project and its output, stored or otherwise, during the Lease Term without any interruption or disturbance, subject however, to the terms of this Lease Agreement.

Section 3.4. Ownership of Tax Benefits. It is the intention of the parties that any tax benefits resulting from the ownership of the Project and any tax credit or comparable credit which may ever be available shall accrue to the benefit of the Lessee, and the Lessee may, and the Lessor upon advice of counsel may, make any election and take any other action as may be necessary to entitle the Lessee to have such benefit and credit.

Section 3.5. Authorized Lessee and Lessor Representatives. All requests, approvals and agreements required on the part of the Lessee or the Lessor hereunder shall be in writing, signed by the Authorized Lessor Representative and/or Authorized Lessee Representative, as appropriate, granting such approval or entering into such agreement. The Lessor and the Lessee shall, concurrently with the delivery of this Lease Agreement, notify each other and the Trustee in writing of the Authorized Representative of each. It is agreed that each party may have more than one Authorized Representative and may change its Authorized Representative or Representatives from time to time, with each such change to be in writing forwarded to the other party and the Trustee. The Authorized Representative of each party so designated shall be authorized to enter into and execute any contracts or agreements or to grant any approvals or to take any action for and on behalf of the party hereto represented by him, and the other party to this Lease Agreement shall be entitled to rely upon the duly designated Authorized Representative as having full authority to bind the party hereto represented by him.

ARTICLE IV

ACQUISITION AND EQUIPPING OF PROJECT; DRAWS UNDER BOND

Section 4.1. Agreement to Acquire and Equip the Project. The Lessee shall make draws of Bond proceeds as provided in the Indenture using the form of Draw Certificate set forth as Exhibit C to the Indenture. To the extent necessary after the proceeds of each draw under the Bond are available, the Lessor (or the Lessee, as agent for Lessor) will enter into or accept the assignment of contracts or purchase orders having terms, conditions, drawings, specifications and other provisions designated and prescribed by the Lessee for acquiring and equipping the Project. The Lessee may amend, modify, authorize or undertake any changes, alterations, extras or additions to or from such contracts. All payments necessary to acquire or equip the Project shall be made from Bond proceeds at the direction of the Lessee or reimbursed to the Lessee from such Bond proceeds for all expenditures made by it in connection with the Project. Subject to Permitted Encumbrances, title to all machinery, equipment and other personal property of every nature paid for out of Bond proceeds (either by direct payment or by virtue of reimbursement to the Lessee) shall, as directed by the Lessee, be vested in, or be transferred to, the Lessor. The obligations of the Lessor hereunder are subject to the provisions of this Lease Agreement limiting the obligations of the Lessor to the extent of moneys drawn under the Bond.

The Lessee, with the cooperation of Lessor when necessary, shall obtain all necessary approvals from any and all governmental agencies requisite to the acquisition and equipping of the Project, and the Project shall be acquired and equipped in compliance with all State of Arkansas and local laws, ordinances and regulations applicable thereto.

Section 4.2. Disbursement of Proceeds of Draws Under Bond. All proceeds of each draw under the Bond shall be immediately paid (or reimbursed to the Lessee) for Project Costs. The Lessee shall maintain complete records, open to inspection by the Lessor or the Trustee at any time upon three (3) days' notice during the Lessee's regular business hours, of all draws and, with respect to each individual draw, the following:

(a) the identity of the Person(s) to whom such draw or any portion thereof was paid;

(b) the amount paid to each such Person; and

(c) a description of the work, material or equipment for which each such payment was made and, if any portion of any such payment constituted reimbursement to the Lessee for Project Costs previously paid by the Lessee, information similar to that described in (a) and (b) above with respect to each payment for which the Lessee is being reimbursed.

The Lessee's making of any draw of Bond proceeds shall constitute the Lessee's representation and warranty that each payment or reimbursement made therefrom will be for Project Costs not previously paid or reimbursed.

Section 4.3. [Reserved].

Section 4.4. Lessee Required to Pay in Event Amounts Insufficient. In the event Bond proceeds available for payment of the Project Costs shall not be sufficient to pay Project Costs in full, the Lessee shall complete the Project and pay that portion of Project Costs in excess of the Bond proceeds available therefor. The Lessor makes no warranty, either express or implied, that Bond proceeds available for the payment of Project Costs will be sufficient to pay all of such Project Costs. The Lessee agrees that if after exhaustion of Bond proceeds, the Lessee should pay any portion of the Project Costs pursuant to the provisions of this Section 4.4, the Lessee shall not be entitled to any reimbursement therefor from the Lessor or the Owner of the Bond, nor shall the Lessee be entitled to any diminution of the amounts payable under Section 5.3 hereof.

Section 4.5. Enforcement of Contracts. (a) The Lessor covenants that it will take any action and institute any proceedings requested by the Lessee necessary to cause and require all contractors and material suppliers to complete their contracts diligently in accordance with the terms of said contracts, including, without limitation, the correcting of any defective work. All expenses incurred by the Lessor in connection with the performance of its obligations under this Section 4.5(a) may be considered part of the Project Costs, and the Lessor agrees that the Lessee may, from time to time, in its own name, or in the name of the Lessor, take such action as may be necessary or advisable, as determined by the Lessee, to insure the installation of machinery and equipment in accordance with any applicable contract pertaining thereto, to insure the peaceable and quiet enjoyment of the Project for the term of this Lease Agreement. All costs and expenses incurred by the Lessee in connection therewith may be considered part of the Project Costs.

(b) The Lessor will assign and extend to the Lessee any vendor's warranties received by the Lessor in connection with machinery and equipment purchased by the Lessor for the Project, together with any warranties given by contractors, manufacturers or service organizations who install any machinery and equipment on or in the Project. If requested, the Lessor will execute and deliver instruments of assignment to the Lessee to accomplish the foregoing. All such warranties shall inure to the benefit of the Lessee.

Section 4.6. Agreement to Issue Bond; Application of Initial Proceeds. In order to provide funds for payment of the Project Costs, the Lessor, concurrently with the execution of this Lease Agreement, will issue, sell and deliver the Bond and deliver the proceeds of the initial draw

thereunder (as requested by the Lessee pursuant to a Draw Certificate) to the Lessee to pay, or to reimburse the Lessee for the payment of, Project Costs.

Section 4.7. Subsequent Draws Under Bond. To the extent the maximum principal amount of the Bond has not been previously issued, the Lessee may request additional draws under the Bond to pay Project Costs and Costs of Issuance, at any time prior to the maturity of the Bond, by delivering completed Draw Certificates to the Trustee and the Original Purchaser.

ARTICLE V

EFFECTIVE DATE OF LEASE AGREEMENT; LEASE TERM; RENTAL PROVISIONS

Section 5.1. Effective Date of Lease Agreement; Duration of Lease Term. This Lease Agreement shall become effective upon its delivery, and the leasehold estate created herein shall then begin, and, subject to the provisions of this Lease Agreement (including particularly Section 5.3 hereof and Articles X and XI hereof), shall continue until the earlier of (a) such date as payment has been made in full of the Bond or provision for such payment has been made as provided in the Indenture or (b) at midnight, Springdale, Arkansas time, December 31, 2042. The Lessee has the option to terminate this Lease Agreement at any time as provided in Section 11.1 hereof.

Section 5.2. [Reserved].

Section 5.3. Rents and Other Amounts Payable.

(a) During the Lease Term, on or before 10:00 a.m., Springdale, Arkansas time, on each December 1, commencing December 1, 2023, until the principal of and interest on the Bond shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Lessee shall pay to the Trustee, by wire transfer of immediately available funds, for the account of the Lessor, as basic rent for the Project, an amount equal to the principal of, including redemption price if applicable, and interest on the Bond coming due on such December 1. In the event any basic rental payment under this Section shall be insufficient to pay the total amount payable on the Bond on such December 1, and if at any such date the balance in the Bond Fund is insufficient to make required payments on such date, the Lessee shall forthwith pay any such deficiency. The Lessee agrees to pay all amounts payable to the Trustee, the Registrar and the Paying Agent pursuant to Section 10.04 of the Indenture or any other provision of the Indenture.

(b) Notwithstanding the foregoing subsection (a), so long as the Outstanding Bond is owned by an Affiliate of the Lessee, the Lessee may satisfy the requirements of subsection (a) by making a like payment on or before any such due date directly to the Bondholder by wire or other transfer of immediately available funds or by means of net settlement through entries made on the books of the Lessee and the Bondholder, respectively. Written notice of the making of any such direct payment shall be given by the Lessee to the Trustee contemporaneously with the delivery of the payment. The Trustee

shall not be deemed to have any notice of failure to make such payment unless it has received such notice in writing.

(c) In the event the Lessee should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon at the rate borne by the Bond.

Section 5.4. Obligations of Lessee Hereunder Unconditional. The obligations of the Lessee to make the payments required in Section 5.3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and the payments required in Section 5.3 shall be certainly payable on the dates and at the times specified, without notice or demand, and without abatement or set-off, and regardless of any contingencies whatsoever, and notwithstanding any circumstances or occurrences that may now exist or that may hereafter arise or take place, including, but without limiting the generality of the foregoing:

(a) The unavailability of the Project, or any part thereof, for use by the Lessee at any time by reason of the failure to complete the overall industrial project by any particular time or at all or by reason of any other contingency, occurrence or circumstance whatsoever;

(b) Damage to or destruction of the Project, or any part thereof;

(c) Legal curtailment of the Lessee's use of the Project, or any part thereof;

(d) Change in the Lessor's legal organization or status;

(e) Any termination of this Lease Agreement for any reason whatsoever;

(f) Failure of consideration or commercial frustration of purposes; or

(g) Any default of the Lessor under this Lease Agreement or any other fault or failure of the Lessor whatsoever.

Nothing contained in this Section shall be construed to release the Lessor from the performance of any of the provisions of this Lease Agreement on its part to be performed.

The Lessee covenants that it will not enter into any contract, indenture or agreement of any nature whatsoever which shall in any way restrict or prevent it from performing any of its obligations under this Lease Agreement.

ARTICLE VI

MAINTENANCE, MODIFICATIONS, REMOVALS, IMPOSITIONS AND INSURANCE

Section 6.1. Maintenance, Modifications and Removals of Portions of Project.

(a) The Lessee agrees that during the Lease Term it will at its own expense pay all costs and expenses of operation, maintenance and upkeep of the Project.

(b) The Lessee may from time to time, in its sole discretion and at its own expense, change the Project by omitting, adding or substituting components of the Project, including buying, selling or otherwise changing such components of the Project. The Lessee shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary portion of the Project. In any instance where the Lessee determines that any portion of the Project has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Lessee may remove such portion of the Project and sell, trade in, exchange or otherwise dispose of such removed portion. Any portion of the Project changed or removed pursuant to this Section 6.1(b) may be disposed of by the Lessee free from any interest of the Lessor under this Lease Agreement or of the Trustee under the Indenture. The removal of any portion of the Project pursuant to the provisions of this Section 6.1(b) shall not entitle the Lessee to the abatement or diminution of any of the amounts to be paid hereunder. In the event of any change authorized herein, the Lessee may revise Exhibit A hereto to reflect such change and mail a copy of such revised Exhibit A to the Lessor and the Trustee. The consent of the Lessor and the Trustee shall not be required for any such revision of Exhibit A.

Section 6.2. [Reserved].

Section 6.3. Impositions. The Lessee shall, during the Lease Term, bear, pay and discharge, before the delinquency thereof, all special assessment taxes lawfully levied and assessed against the Project which may be paid in installments. The Lessee shall be required to pay only such installments thereof as become due and payable during the Lease Term as and when the same become due and payable. Any impositions which Lessee is required to bear, pay and discharge, shall be remitted directly to the authority which is entitled to the payment thereof.

Within thirty (30) days after the last day for payment, without penalty or interest, of an imposition which the Lessee is required to bear, pay and discharge pursuant to the terms hereof, the Lessee shall deliver to the Lessor, upon its written request, a reproduced copy of the statement issued therefor duly receipted to show the payment thereof.

The Lessee shall have the right, in its or the Lessor's name, to contest in good faith the validity or amount of any imposition which the Lessee is required to bear, pay and discharge pursuant to the terms of this Section by appropriate legal proceedings; provided the Lessee, before instituting any such contest, gives the Lessor written notice of its intention so to do, and provided further the Lessee diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and promptly pays any final judgment enforcing the imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Lessee shall hold the Lessor whole and harmless from any costs and expenses the Lessor may incur related to any such contest.

The Lessor covenants that it will not part with title to the Project or any part thereof during the Lease Term or take any other affirmative action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Project or any part thereof.

Section 6.4. Insurance Required. The Lessee agrees that during the Lease Term it will keep the personal property comprising the Project continuously insured by self-insurance or by policy against such risks both as to types and limits of coverage as are customarily insured against by the Lessee with respect to assets of the Lessee which are comparable to the Project, paying as the same become due all premiums in respect thereof.

ARTICLE VII

DAMAGE AND DESTRUCTION

Section 7.1. Damage and Destruction. If the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Lessee (unless it chooses to redeem the Bond in whole pursuant to Section 9.3 hereof and Section 3.01 of the Indenture), subject to Section 11.1 hereof, (i) will promptly repair or restore the property damaged to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair operating unity or productive capacity or the character of the Project and (ii) will apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the Lessee necessary therefor. All Net Proceeds of insurance resulting from claims for such losses shall be paid to the Lessee. In the event said Net Proceeds are not sufficient to pay in full the cost of such repair or restoration, the Lessee shall nonetheless complete the work thereof and shall pay that portion of the cost thereof in excess of the amount of the Net Proceeds. The Lessee shall not, by reason of the payment of such excess cost, be entitled to any reimbursement from the Lessor or any abatement or diminution of the rents payable under Section 5.3 hereof. Any balance of such Net Proceeds remaining after payment of all the costs of any such repair or restoration shall be retained by the Lessee.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1. Inspection of Project. The Lessee agrees that the Lessor and its duly authorized agents shall have the right, upon twenty-four (24) hours' notice to the Lessee, at all reasonable times during business hours to enter upon the Project Site and to examine and inspect the Project without interference or prejudice to the Lessee's operations; provided that, because the Project is energized and poses significant risk to untrained persons, Lessor will not enter upon the Project Site unless accompanied by a representative of the Lessee.

Section 8.2. Lessee to Maintain Existence. The Lessee agrees that during the Lease Term it will maintain in good standing its corporate existence and its qualification to do business in the State of Arkansas, and will not dissolve, sell, lease or otherwise dispose of all or substantially all of its business and assets or consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, however, the Lessee may, without violating the agreement contained in this Section 8.2, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its business and assets

as an entirety and thereafter dissolve, on the condition that such surviving, resulting or transferee entity (if other than the Lessee) is a corporation validly organized and existing in good standing under the laws of one of the states of the United States, irrevocably and unconditionally assumes in writing all of the obligations of the Lessee contained in this Lease Agreement in an instrument which is satisfactory in form and delivered to the Lessor and the Trustee, and is qualified to do business in the State of Arkansas.

Section 8.3. [Reserved].

Section 8.4. [Reserved].

Section 8.5. Location of Project. The Lessee covenants that proceeds of draws under the Bond shall be used only with respect to machinery, equipment and other personal property located on the Project Site.

Section 8.6. Lessee to Hold Lessor Harmless. The Lessee shall at all times keep and hold the Lessor harmless from any and all claims and demands, losses and expenses arising out of, or connected with, the Lessee's operations at the Project, or as a result of anything claimed to be done or omitted to be done by the Lessee, provided the Lessor shall in each instance give the Lessee prompt written notice of any such claim or demand; and the Lessor shall cooperate with the Lessee in the investigation of such claim.

In the event of any claim, demand or action arising out of an occurrence covered by any of such insurance of which the Lessor has knowledge, the Lessor agrees to give the Lessee prompt notice, in writing, and to cooperate with the Lessee in the investigation thereof. The obligations of the Lessee under this Section 8.6 shall survive termination of the Lease Agreement. Notwithstanding the foregoing, the Lessee shall not be required to hold the Lessor harmless for harm, damage or liability resulting from the negligent actions or omissions of the Lessor.

Section 8.7. Trustee, Paying Agent and Registrar Indemnity. The Lessee releases the Trustee, Paying Agent and Registrar from, and covenants and agrees that the Trustee, Paying Agent and Registrar shall not be liable for, and covenants and agrees, to the extent permitted by law, to indemnify and hold harmless the Trustee, Paying Agent and Registrar and their directors, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with (1) the Project, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition or installation of the Project or any part thereof (including without limitation any of the foregoing relating to any federal, state or local environmental law, rule or regulation); or (2) the issuance of the Bond or any certifications, covenants or representations made in connection therewith and the carrying out of any of the transactions contemplated by the Bond Documents. The Lessee further covenants and agrees, to the extent permitted by law, to pay or to reimburse the Trustee, Paying Agent and Registrar and their officers, employees and agents for any and all costs, reasonable attorney's fees and expenses, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, expenses or actions, except to the extent that the same arise out of the Trustee's, Paying Agent's or Registrar's willful misconduct or negligence. The provisions of this Section shall survive the

retirement or defeasance of the Bond, the expiration of this Lease Agreement and the Indenture, and the removal or resignation of the Trustee for any reason.

The indemnified party shall promptly notify the Lessee in writing of any claim or action covered by this indemnity and brought against the indemnified party, or in respect of which indemnity may be sought against the Lessee, setting forth the particulars of such claim or action, and the Lessee will assume the defense thereof. Notwithstanding the foregoing, the Lessee shall not be required to indemnify the Trustee, Paying Agent or Registrar for losses, claims, damages, liabilities or expenses resulting from the negligent actions or omissions of the party seeking indemnification.

Section 8.8. Accounts and Records. The Lessee shall cause proper books of account and records to be kept of all transactions relating to the acquisition and equipping of the Project.

ARTICLE IX

ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING; REDEMPTION OF BOND; PREPAYMENT OF RENT

Section 9.1. Assignment and Subleasing. The Lessee shall be permitted to transfer, assign or sublet its interest in the Project to any Affiliate or to any successor to the interests of the Lessee by merger or consolidation or acquisition of the Lessee. The Lessee shall further be permitted to transfer, assign or sublet its interest in the Project to any other entity, so long as such entity sublets such interest back to the Lessee. The Lessee may not otherwise assign this Lease Agreement or sublet the leased premises or part thereof without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no assignment or subletting and no dealings or transactions between the Lessor and any sublessee or assignee shall relieve the Lessee of any of its obligations under this Lease Agreement and the Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance *pro tanto* by the Lessee.

It is understood and agreed that this Lease Agreement (and the rents hereunder) will be assigned and pledged by the Lessor to the Trustee as security for the payment of the principal of and interest on the Bond, but otherwise the Lessor shall not, without the prior written consent of the Lessee, assign, encumber, sell or dispose of all or any part of its rights, title and interest in and to the Project and this Lease Agreement, except to the Lessee in accordance with the provisions of this Lease Agreement and to the Trustee under the Indenture without the prior written consent of the Lessee.

Section 9.2. Restrictions on Sale, Mortgage or other Conveyance of Project by Lessor. The Lessor agrees that, except for the assignment of this Lease Agreement and the rentals hereunder to the Trustee pursuant to the Indenture, it will not sell, assign, mortgage, pledge, transfer or convey the Project during the Lease Term, except as specifically provided in this Lease Agreement.

Section 9.3. Redemption of Bond. The Lessor, at the request at any time of the Lessee and if the same are then callable, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of the then Outstanding Bond, as may be specified by the Lessee, on the earliest redemption date on which such redemption may be made under such applicable provisions.

Section 9.4. Prepayment of Rents. To permit the redemption of the Bond pursuant to the exercise of any options of the Lessee hereunder, and solely for that purpose, there is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time it may choose, to prepay all or any part of the rents payable under Section 5.3 hereof, and the Lessor agrees that it will accept such prepayment of rents when the same are tendered by the Lessee. All rents so prepaid shall be credited on the rental payments specified in Section 5.3 hereof, in the order of their maturities, and shall be used for the redemption of the Bond on the earliest possible redemption date in accordance with the Indenture. At any time when the Bond has been paid in full (or provision for the payment of the Bond has been made as provided in Article VIII of the Indenture), the Lessee shall have the option to terminate this Lease Agreement at any time as provided in Section 11.1 hereof.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “events of default” under this Lease Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the Lessee to pay the basic rent or any part thereof payable hereunder;

(b) Failure by the Lessee to pay any additional rent due hereunder and continuation of said failure for a period of seven (7) days after notice by certified or registered mail sent by the Lessor or the Trustee;

(c) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) or (b) of this Section, for a period of sixty (60) days after the mailing of notice by certified or registered mail, specifying such failure and requesting that it be remedied, to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within such period and is being diligently pursued;

(d) An Event of Default shall occur under the Indenture;

(e) A court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Lessee in an involuntary case under any applicable bankruptcy,

insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Lessee or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or

(f) The Lessee shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Lessee or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing.

The foregoing provisions of paragraph (c) are subject to the following limitations: If by reason of *force majeure* the Lessee is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Lessee contained in Article V and Sections 6.3 and 6.4 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term *force majeure* as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of Arkansas or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

Section 10.2. Remedies on Default. Whenever any event of default shall happen, the Lessor (with the consent of the Bondholder if the Indenture has not been discharged) may take any of the following remedial steps:

(a) Declare all installments of basic and additional rent payable for the remainder of the term to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) Have access to and inspect, examine and make copies of such of the books, records, accounts and data of the Lessee, as pertain to the Project; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the rent and any other amounts payable by the Lessee hereunder, then due and

thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 10.3. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

Section 10.4. Rentals and Damages Deposited Into Bond Fund. The foregoing provisions of this Article relating to the receipt of moneys by the Lessor as the result of an acceleration, upon a reletting or otherwise, are each to be construed as providing that all such payments by the Lessee or others shall be made into the Bond Fund referred to in Section 4.01 of the Indenture.

Section 10.5. Equitable Relief. The Lessor and the Lessee shall each be entitled to specific performance and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 10.6. Lessor May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Lessee or the Project, the Lessor shall be entitled and empowered, by intervention in such proceeding or otherwise:

- (a) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Lessor (including any claim for the reasonable compensation, expenses, disbursements, and advances of the Lessor, its agents and counsel) allowed in such judicial proceeding; and
- (b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same.

ARTICLE XI

OPTIONS IN FAVOR OF LESSEE

Section 11.1. Option to Acquire Legal Title Upon Full Payment of Bond. At any time following full payment of the Bond (or provision for the payment thereof having been made in accordance with the provisions of the Indenture) and the payment of all fees and expenses of the Trustee payable under the Indenture, including any reasonable fees and expenses of Trustee's

counsel, the Lessee shall have and is hereby granted an option, exercisable at any time (including following the occurrence of an event of default hereunder or the exercise by the Lessor or the Trustee of their respective remedies in result thereof), to purchase and acquire legal title to, and Lessor agrees to sell and convey, the Project for a price of \$100.00. At the closing of such purchase, the Lessor will deliver to the Lessee or its nominee documents conveying to the Lessee or its nominee good and marketable title to the Project, subject only to the following: (i) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease Agreement; and (iv) Permitted Encumbrances.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when sent by electronic mail, by facsimile transmission, or by first class, registered or certified mail, return receipt requested, postage prepaid (provided such notices, certificates or other communications to the Trustee shall be effective upon receipt by the Trustee), addressed as follows:

If intended for Lessee:

Today's Power, Inc.
7300 Industry Drive
North Little Rock, AR 72117
Attention: General Counsel
Phone: (888) 322-4275
Fax: (866) 731-7816
Email: generalcounsel@todayspower.com

If intended for Lessor:

City of Springdale
201 Spring Street
Springdale, AR 72764
Attention: Mayor
Phone: (479) 750-8114
Fax: (479) 750-8559
Email: dsprouse@springdalear.gov

If intended for the Trustee:

Regions Bank
400 West Capitol Avenue
Little Rock, AR 72201

Attention: Corporate Trust Department
Phone: (501) [REDACTED] - [REDACTED]
Fax: (501) [REDACTED] - [REDACTED]
Email: [REDACTED]

A duplicate copy of each notice, certificate or other communication given hereunder by either the Lessor or the Lessee to the other shall also be given to the Trustee. The Lessor and the Lessee may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 12.2. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.2, 9.1 and 9.2 hereof.

Section 12.3. Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease Agreement or in the Indenture, subsequent to the initial draw of Bond proceeds and prior to payment in full of the Bond (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Bondholder given in the manner provided in Section 12.02 of the Indenture.

Section 12.5. Priority of Lease Agreement. This Lease Agreement (as it may be amended or supplemented pursuant to the provisions hereof) and the estate of the Lessee hereunder are and shall continue to be superior and prior to the Indenture (as it may be amended or supplemented).

Section 12.6. Execution Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7. Captions. The captions or headings of this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease Agreement.

Section 12.8. Security Agreement; Recording and Filing.

(a) This Lease Agreement is a security agreement under the Uniform Commercial Code of the State of Arkansas, and it is contemplated by the parties that a security interest in the rentals and other money due from the Lessee to the Lessor hereunder will be granted to Trustee pursuant to the Indenture.

(b) If so requested by the Bondholder, the Lessee shall from time to time execute on its own behalf all required financing statements, continuation statements and renewals thereof with respect to the security interests granted by this Lease Agreement and file such statements or renewals thereof in all appropriate public offices. The Trustee shall have no responsibility with respect to the maintenance of any such filings.

Section 12.9. Law Govering Construction of Lease Agreement. This Lease Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS,
as Lessor

By: _____
Name: Doug Sprouse
Title: Mayor

ATTEST:

By: _____
Name: Denise Pearce
Title: City Clerk

TODAY'S POWER, INC.,
as Lessee

By: _____
Name: Derek Dyson
Title: CEO/President

[SIGNATURE PAGE TO LEASE AGREEMENT]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of December, 2022, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Doug Sprouse and Denise Pearce, Mayor and City Clerk, respectively, of the City of Springdale, Arkansas, a municipality of the State of Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of December, 2022.

Notary Public

My commission expires:

(S E A L)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this ____ day of December, 2022, before me, a Notary Public duly commissioned, qualified and acting within and for the County and State aforesaid, appeared in person the within named Derek Dyson, the CEO/President of Today's Power, Inc., to me personally known, who stated that he was duly authorized to execute the foregoing instrument for and in the name and behalf of the company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of December, 2022.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A

PROJECT DESCRIPTION

To the Lease Agreement, dated as of December [REDACTED], 2022, by and between the City of Springdale, Arkansas, as lessor, and Today's Power, Inc., as lessee.

The Project to be financed with the proceeds of the not to exceed \$10,200,000 City of Springdale, Arkansas Taxable Industrial Development Revenue Bond (Today's Power, Inc. Solar Project), Series 2022 (the "*Bond*"), is to be located on approximately 22.33 acres of land described in Exhibit B hereto (the "*Project Site*") leased from the Springdale School District and located immediately adjacent to, and south and west of, Sonora Middle School at 17051 U.S. 412 near the corporate boundaries of the Lessor, and generally consists of the following:

Personal Property. All machinery, equipment and other tangible personal property being acquired with proceeds of the Bond and installed or placed on the Project Site. All such machinery, equipment and other tangible personal property shall be identified in a ledger which shall be maintained by the Company at the Project Site; provided, however, the failure to so identify such property in such ledger shall not prevent any item of machinery, equipment or other tangible personal property from becoming part of the Project and leased under this Lease Agreement if, pursuant to the provisions hereof, it should be a part thereof.

EXHIBIT B

PROJECT SITE

To the Lease Agreement, dated as of December [REDACTED], 2022, by and between the City of Springdale, Arkansas, as lessor, and Today's Power, Inc., as lessee.

The following described land situated in Washington County, Arkansas, to-wit:

A part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, all being located in Section 10, T-17-N, R-29-W, Washington County, Arkansas, being more particularly described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence N87°21'39"W along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 656.40 feet; thence N02°43'02"E for 2432.74 feet to a point on the South right of way of Arkansas State Highway #412; thence N73°47'59"E along said South right of way for 105.95 feet; thence leaving said right of way S02°47'12"W for 1151.09 feet; thence S87°14'27"E for 552.02 feet to the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S02°28'31"W along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1314.71 feet to the point of beginning, containing 22.33 acres more or less.

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**AGREEMENT FOR PAYMENTS IN LIEU
OF TAXES**

City of Springdale, Arkansas
Springdale, Arkansas

Ladies and Gentlemen:

Today's Power, Inc., an Arkansas corporation (the "Company"), has requested the City of Springdale, Arkansas (the "City"), pursuant to the provisions of Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended ("Act 9"), to assist the Company in the permanent financing of the acquisition, construction and equipping of certain industrial facilities utilized in the Company's solar energy generation, storage and sales business and located near the corporate boundaries of the City (the "Project"). Specifically, the Project is located on approximately 22.33 acres of land described in Exhibit A hereto (the "Project Site") leased from the Springdale School District and immediately adjacent to, and south and west of Sonora Middle School at 17051 U.S. 412. The Project shall consist of the acquisition of various items of machinery and equipment (including, but not limited to those items described in Exhibit B hereto) and installation thereof on the Project Site. The City Council, pursuant to Resolution No. 13-22 adopted on February 22, 2022, has previously expressed its intent to issue its industrial development revenue bond under the Act for the purposes described above. Accordingly, to provide for the permanent financing of the Project, the City has now agreed to issue up to \$10,200,000 of its taxable industrial development revenue bond (the "Bond") under the authority of Act 9 and other applicable law.

The Project will be owned by the City and leased to the Company pursuant to the terms and provisions of a Lease Agreement dated as of December 1, 2022 (the "Lease Agreement"), and having a term ending on December 31, 2042. The ownership of the Project will revert to the Company upon the termination of the stated lease term or upon the happening of certain events described in the Lease Agreement. The Bond will be secured by a pledge of all revenues derived by the City with respect to the Project, including particularly lease rentals to be paid by the Company to the City under the Lease Agreement. The personal property leased under the Lease Agreement, including, without limitation, all replacements and substitutions of the Project which become the property of the City pursuant to the provisions of the Lease Agreement, are referred to herein as the "Leased Premises."

The Lease Agreement will obligate the Company to pay all taxes and assessments, general and special, levied and assessed on the Leased Premises during the term of the Lease Agreement, as well as water and sewer charges, assessments and other governmental charges and impositions. The Company and the City understand and agree that, notwithstanding such provisions in the Lease Agreement, under Article 16, Section 5, of the Constitution of the State of Arkansas, as interpreted under past decisions of the Supreme Court of the State of Arkansas applicable to facilities financed pursuant to Act 9, including particularly the case of Wayland v. Snapp, 232 Ark. 57, 334 S.W.2d 663 (1960), and the case of Pulaski County v. Jacuzzi Bros. Div., 332 Ark. 91, 964 S.W.2d 788 (1998), and under the provisions of Arkansas Code Annotated §§14-164-701 to -704, the Leased Premises will be exempt from *ad valorem* taxes

because they will be owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Although the City makes no representations as to the continued precedential value of such past decisions concerning the exemption from *ad valorem* taxation of industrial facilities financed pursuant to Act 9, the Company and the City agree that the Company, as lessee of the Leased Premises owned by the City, will have no *ad valorem* taxes to pay under the provisions of the Lease Agreement. The City has indicated a reluctance to lose all tax revenues which would otherwise be received if the properties involved were privately owned. Therefore, to induce the City to proceed with the issuance of the Bond and as an inducement for the acquisition, construction, equipping and operation of the Project near the City, which will inure to the benefit of the Company (and fulfill a public purpose of the City), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City, the Company agrees with the City as follows:

1. (a) In lieu of *ad valorem* taxes that would otherwise be assessed on the Leased Premises during the term of the Lease Agreement, the Company will make annual payments to the City or, at the option of the City, to the Treasurer of Washington County, Arkansas (the "County"), in an amount equal to 35% of the amount that would otherwise be due with respect to the personal property comprising the Leased Premises (as determined pursuant to Arkansas Code Annotated Section 14-164-704) during such year were such property not exempt from the levy of *ad valorem* taxes, with the first such payment to be due on or before the 10th day of October, 2024, with reference to tax year 2023, and subsequent annual payments to be due on or before October 10th of each year thereafter, with the final payment due on or before October 10, 2043, with reference to tax year 2042.

(b) The Company and the City hereby affirm the provisions of Section 6.2 of the Lease Agreement permitting the removal of Project machinery and equipment by the Company and the substitution of other machinery and equipment having equal or greater utility in the operation of the Project, and it is agreed that such substituted machinery and equipment shall become part of the Leased Premises and shall likewise be exempt from the payment of *ad valorem* taxes for the balance of the years of the exemption period of the replaced machinery and equipment. Such substituted machinery and equipment will be subject to payments in lieu of *ad valorem* taxes on the same basis as provided under subsection (a) above.

2. Representatives of the Company will confer annually with the Washington County Assessor and determine the assessed valuation of the personal property comprising the Leased Premises. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Assessor as though the Leased Premises were privately owned. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Leased Premises for that year if the Leased Premises were privately owned. The Company shall be entitled to any refund that would be occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

3. Payments to be made hereunder are not intended to be in lieu of any license, occupation or privilege taxes or fees imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas. The payments to be made by the Company to

the City pursuant to this Agreement are intended to be in lieu of all *ad valorem* taxes that would have to be paid on the Leased Premises by the Company to the State of Arkansas, the County, the City, the Springdale School District (the "District") and/or all other political subdivisions of the State of Arkansas entitled thereto (the "taxing authorities") if the Leased Premises were not exempt from *ad valorem* taxation under the provisions of Article 16, Section 5, of the Constitution of the State of Arkansas, as interpreted under past decisions of the Supreme Court of the State of Arkansas applicable to facilities financed pursuant to Act 9, including particularly the case of Wayland v. Snapp, 232 Ark. 57, 334 S.W.2d 663 (1960), and the case of Pulaski County v. Jacuzzi Bros. Div., 332 Ark. 91, 964 S.W.2d 788 (1998), and under the provisions of Arkansas Code Annotated §§14-164-701 to -704.

4. Each payment made by the Company hereunder shall be distributed among the applicable taxing authorities in the proportion that the millage levied by each bears to the total millage levied by all taxing authorities during the year of distribution.

5. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, or a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change in statutory law by the General Assembly of the State of Arkansas or otherwise, the Company is required to pay any tax with respect to the Leased Premises which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of taxes and need only pay the difference, if any, to the taxing authorities. It is understood and agreed that such deduction shall include payments made by the Company for sales taxes, use taxes, or any other taxes, excises or imposts of any kind or character which have been imposed by the State of Arkansas, the City, the County, the District, and/or any other taxing authority in lieu of and as a substitute for *ad valorem* taxes. Furthermore, inasmuch as the payment herein agreed to be made by the Company is intended to be in lieu of taxes, it is agreed that said payment shall not as to any year be in an amount greater than would otherwise be payable for such year in *ad valorem* taxes, in the aggregate, on account of its ownership of the Leased Premises.

6. It is recognized by the City and the Company that the payments described in Section 1(a) hereof are to be calculated on the basis of annual amounts that would otherwise be payable as *ad valorem* taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. Accordingly, because the valuation of such property is a key factor in calculating said payments, the City agrees to reasonably cooperate with the Company in any reasonable challenge to the valuation assigned to the Leased Premises by the County Assessor to the fullest extent permitted by Arkansas law.

7. Except with respect to the provisions regarding the final payment due by the Company as described in Section 1(a) above, this Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than an uncured default on the part of the Company. If such termination shall be at a point constituting a portion of a tax year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such tax year that the Company was lessee of the Leased Premises prior to the termination bears to 365 days.

8. This Agreement may be amended in writing at any time by the mutual agreement of the Company and the City for any purpose permitted by Arkansas law, including the provision of different payment terms from those presently set forth herein, either during the original term of the Lease Agreement or during any extension thereof.

9. This Agreement may be assumed by successors to the Company and may be assigned by the Company, and shall be binding upon said successors and assigns, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

10. This Agreement may be executed in counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

If the foregoing is acceptable, please so indicate by executing the acceptance set forth below, and by returning this instrument to the Company, whereupon this instrument shall constitute a valid and binding contract between the Company and the City.

DATED: December , 2022

TODAY'S POWER, INC.,
an Arkansas corporation

By: _____
Name: Derek Dyson
Title: CEO/President

ACCEPTED:

CITY OF SPRINGDALE, ARKANSAS

By: _____
Name: Doug Sprouse
Title: Mayor

[SIGNATURE PAGE FOR AGREEMENT FOR PAYMENT IN LIEU OF TAXES]

EXHIBIT A
PROJECT SITE

The following described real estate situated in Washington County, Arkansas, to-wit:

A part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, all being located in Section 10, T-17-N, R-29-W, Washington County, Arkansas, being more particularly described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence N87°21'39"W along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 656.40 feet; thence N02°43'02"E for 2432.74 feet to a point on the South right of way of Arkansas State Highway #412; thence N73°47'59"E along said South right of way for 105.95 feet; thence leaving said right of way S02°47'12"W for 1151.09 feet; thence S87°14'27"E for 552.02 feet to the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S02°28'31"W along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1314.71 feet to the point of beginning, containing 22.33 acres more or less.

EXHIBIT B

PROJECT MACHINERY AND EQUIPMENT

A 2.4 MW photovoltaic solar generation facility and a 6.886 battery energy storage facility (and maintenance and repair parts related thereto).

TRUST INDENTURE

between

CITY OF SPRINGDALE, ARKANSAS
Issuer

and

REGIONS BANK
Trustee

relating to

Not to Exceed \$10,200,000
City of Springdale, Arkansas
Taxable Industrial Development Revenue Bond
(Today's Power, Inc. Solar Project)
Series 2022

Dated as of December , 2022

*This instrument also constitutes a Security Agreement under the
Arkansas Uniform Commercial Code.*

Prepared by:

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

TRUST INDENTURE

THIS TRUST INDENTURE (this “Indenture”), is made and entered into as of December 15, 2022, between the **CITY OF SPRINGDALE, ARKANSAS** (the “Issuer”), a duly organized and existing city of the first class under the laws of the State of Arkansas, and **REGIONS BANK**, a banking corporation duly organized and existing under and by virtue of the laws of the State of Alabama, having power and authority to accept and execute trusts, and having a designated corporate trust office at 400 West Capitol Avenue, Little Rock, Arkansas, 72201, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer is authorized by the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated Sections 14-164-201 *et seq.* (the “Act”), to own, acquire, construct, reconstruct, improve, equip and lease industrial buildings, improvements and facilities within and near the corporate boundaries of the Issuer, to incur other costs and expenses, and to make other expenditures incidental to and for the securing and developing of industry; and

WHEREAS, the Issuer is further authorized by Amendment 65 to the Constitution of the State of Arkansas (“Amendment 65”) and the Act to issue industrial development revenue bonds payable from the revenues derived from the industrial project so acquired, constructed and equipped; and

WHEREAS, the necessary arrangements have been made with Today’s Power, Inc., an Arkansas corporation (the “Company”), for the financing of a substantial industrial project consisting of a 2.4 MW photovoltaic solar generation facility and a 6,886 MW battery energy storage facility (and maintenance and repair parts related thereto) (collectively, the “Project”) located on approximately 22.33 acres of land described in Exhibit B to the Lease Agreement (as hereinafter defined) leased from the Springdale School District and located immediately adjacent to, and south and west of, Sonora Middle School at 17051 U.S. 412 near the corporate boundaries of the Lessor; and

WHEREAS, the necessary arrangements have also been made for the lease of the Project by the Issuer to the Company pursuant to the terms of a Lease Agreement of even date herewith (the “Lease Agreement”); and

WHEREAS, permanent financing of the Project costs, necessary costs and expenditures incidental thereto, and the costs of the issuance of bonds is being furnished by the Issuer issuing from time to time its Taxable Industrial Development Revenue Bond under the provisions of Amendment 65 and the Act in the aggregate principal amount of not to exceed Ten Million Two Hundred Thousand Dollars (\$10,200,000) (the “Bond”); and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Bond have been in all respects duly and validly authorized by ordinance of the City Council of the Issuer, pursuant to the Act; and

WHEREAS, the Bond in fully registered form and the Trustee’s certificate of authentication to be endorsed on such Bond are to be in substantially the form set forth in Exhibit

A hereto with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture; and

WHEREAS, pursuant to this Indenture and to secure the payment of the Bond, the Issuer shall pledge to the Trustee certain of its rights under the Lease Agreement, all revenues arising under the Lease Agreement, and certain other rights and property as further defined in the Granting Clauses herein; and

WHEREAS, all things necessary to constitute the Indenture a valid assignment and pledge of the Trust Estate for the payment of the principal of and interest on the Bond issued hereafter, and the creation, execution and delivery of the Indenture, have in all respects been duly authorized:

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

That the Issuer, in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bond by the Owner thereof, and of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bond according to its tenor and effect and to insure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bond, has given, granted, pledged, assigned, conveyed, mortgaged and transferred and does by these presents give, grant, pledge, assign, convey, mortgage and transfer to the Trustee, and to its successors in the trusts hereby created, and to them and their assigns forever:

I.

The Lease Agreement and all rights (except with respect to rights under Section 8.6 of the Lease Agreement which are retained by the Issuer), but not obligations, of the Issuer thereunder, and all revenues and income derived by the Issuer from the leasing of the Project.

II.

All right, title and interest of the Issuer in and to the Pledged Revenues (defined herein) and all right of the Issuer in and to the collection and receipt of the Pledged Revenues.

III.

All right, title and interest of the Issuer in and to all Funds created hereunder and all moneys and Investment Securities held at any time therein.

IV.

Any and all other property of every name and nature from time to time hereafter, by delivery or by writing of any kind, given, granted, pledged, assigned, conveyed, mortgaged or transferred, as and for additional security hereunder, by the Issuer or by anyone in its behalf or

with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all time and to hold and apply the same subject to the terms hereof.

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit, security and protection of the Owner of the Bond issued under and secured by this Indenture;

PROVIDED, HOWEVER, that when the principal of and accrued and unpaid interest on the Bond secured hereby have been paid or shall be deemed to have been paid in accordance with the terms and provisions of this Indenture, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be of full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared that the Bond issued and secured hereunder is to be issued, authenticated and delivered and all property hereby given, granted, pledged, assigned, conveyed, mortgaged or transferred is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted and does hereby agree and covenant with the Trustee and with the Owner, from time to time, of the Bond or any part thereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms defined in the Lease Agreement of even date herewith (the “Lease Agreement”), by and between the Issuer and the Company, or elsewhere defined in this Indenture, the following words and terms as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” means the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated Sections 14-164-201 et seq., and all acts supplemental thereto or amendatory thereof.

“*Affiliate*” means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and “control,” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“*Authorized Company Representative*” means the person or persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee and containing the specimen signature(s) of such person(s) and signed on behalf of the Company by

the Chief Executive Officer/President and the Chief Financial Officer of the Company. Such certificate may designate an alternate or alternates.

“*Authorized Issuer Representative*” means the Mayor of the Issuer and/or any other person designated by the Mayor in a written certificate furnished to the Trustee and the Company and containing the specimen signature(s) of such person(s) and signed on behalf of the Issuer by the Mayor. Such certificate may designate an alternate or alternates.

“*Bond*” or “*Bonds*” means any or all of the City of Springdale, Arkansas Taxable Industrial Development Revenue Bond (Today’s Power, Inc. Solar Project), Series 2022, in the aggregate principal amount of not to exceed \$10,200,000, to be issued pursuant to this Indenture.

“*Bond Counsel*” means any firm of nationally recognized bond counsel expert in the field of municipal finance reasonably acceptable to the Issuer.

“*Bond Fund*” means the fund by that name created in Section 4.01 hereof.

“*Bondholder*” or “*Owner*” means the Person in whose name the Bond is registered upon the registration books maintained pursuant to Section 2.07 hereof.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement dated December 1, 2022, between the Issuer and the Original Purchaser, and approved by the Company.

“*Business Day*” means a day of the year other than a Saturday or Sunday on which banks located in the city in which the Principal Office of the Trustee is located, and in the city in which the Principal Office of the Paying Agent is located, are not required or authorized to close.

“*City Clerk*” means the City Clerk of the Issuer.

“*Company*” means Today’s Power, Inc., an Arkansas corporation, and any surviving, resulting or transferee corporation as provided in Section 8.2 of the Lease Agreement.

“*Costs of Issuance*” means all costs incurred in connection with the borrowing, including all costs incurred in connection with the authorization, sale and issuance of, and draws under, the Bond and the transactions contemplated herein, including, but not limited to, (a) counsel fees and expenses (including Bond Counsel, as well as any other specialized counsel fees and expenses incurred in connection with the borrowing), (b) the initial fees and expenses of the Trustee, and (c) costs incurred in connection with the required public approval process (e.g., publication costs for public notices).

“*Draw Certificate*” means, with respect to each draw under the Bond, a certificate of the Company, approved by the Owner of the Bond, such approval to be evidenced by its execution thereof, in substantially the form attached hereto as Exhibit C.

“*Escrow Investments*” means any of the following obligations or securities:

- (a) Government Obligations; and

(b) any other obligations or securities to which the Bondholder consents in writing.

“*Event of Default*” means any of the events specified in Section 9.01 hereof.

“*Fund*” means a fund or an account established under this Indenture, unless the context indicates reference to a particular fund.

“*Government Obligations*” means (i) direct obligations of the United States of America, (ii) obligations on which the full and timely payment of principal and interest is fully and unconditionally guaranteed by the United States of America (including any such securities issued or held in book-entry form on the books of the Department of Treasury of the United States of America), and (iii) evidences of direct ownership or proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations on which the full and timely payment of principal and interest is fully and unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“*Indenture*” means this Trust Indenture, dated as of December 15, 2022, by and between the Issuer and the Trustee, relating to the Bond, including any indentures supplemental hereto.

“*Interest Period*” means the period from and including each Payment Date to and including the day preceding the next Payment Date, except the first Interest Period for the Bond shall begin on (and include) December 15, 2022.

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

(a) Cash deposits, certificates of deposits or money market deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations);

(b) Commercial paper which is rated at the time of purchase in the highest short-term rating category of at least two nationally recognized rating agencies and which matures no more than 270 days after the date of purchase;

(c) Investments in money market funds subject to SEC Rule 2a-7 and rated in the highest short-term rating category of at least one of S&P and Moody’s, including, without limitation, any such fund for which the Trustee or an Affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an Affiliate of the Trustee receives fees from such funds for services rendered, (ii) the Trustee charges and collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or its Affiliates; and

(d) Any cash sweep account maintained by the Trustee and consisting of investments described in clauses (a) through (c).

“*Investor Letter*” means the form of the letter attached as Exhibit B hereto.

“*Issuer*” means the City of Springdale, Arkansas, its successors and assigns.

“*Lease*” or “*Lease Agreement*” means the Lease Agreement of even date herewith, by and between the Issuer and the Company, concerning the use of the Project by the Company.

“*Leased Equipment*” means those items of machinery and equipment described in Exhibit A to the Lease Agreement (as it may be amended from time to time), and maintenance and repair parts related thereto, acquired and installed on the Project Site with proceeds from the sale of the Bond (or reimbursed with proceeds from the sale of the Bond), and any item of machinery or equipment acquired and installed on the Project Site in substitution therefor pursuant to the provisions of Section 6.1(b) of the Lease Agreement. All Leased Equipment shall be identified in a ledger maintained by the Company.

“*Maturity*,” “*due*,” “*payable*” and like terms mean stated maturity and any mandatory redemption prior to maturity.

“*Mayor*” means the Mayor of the Issuer.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successor or successors.

“*Original Purchaser*” means TPI BondCo, LLC, a limited liability company organized and existing under the laws of the State of Arkansas, the original purchaser of the Bond.

“*Outstanding*,” when used in reference to the Bonds, means, as at any particular date, the aggregate of all Bonds authenticated and delivered under this Indenture except:

(a) those cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) those deemed to be paid in accordance with Article VIII of this Indenture;
and

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

“*Paying Agent*” means the Paying Agent appointed in accordance with Section 10.20 hereof.

“*Payment Date*” means each December 1 (or if not a Business Day, the next Business Day), commencing December 1, 2023.

“*Person*” means natural persons, firms, partnerships, associations, corporations, trusts, limited liability companies and public bodies.

“*PILOT Agreement*” means the Agreement for Payments in Lieu of Taxes dated December 1, 2022, by and between the Issuer and the Company.

“*Pledged Revenues*” means and shall include: (a) payments received pursuant to the Lease Agreement; (b) investment income and profits from all Funds maintained pursuant to this Indenture; and (c) any proceeds which arise from the enforcement of the obligations of the Issuer under the terms of this Indenture.

“*Principal Office*” of the Trustee means the designated Trustee’s office in Little Rock, Arkansas, or such other office or location designated by the Trustee by written notice. The Principal Office of the Paying Agent means the office thereof designated in writing to the Trustee or, if the Trustee is the Paying Agent, the Principal Office of the Trustee or a designated office of the Trustee’s Affiliate; and the Principal Office of the Registrar means the office thereof designated in writing to the Trustee or, if the Trustee is the Registrar, the Principal Office of the Trustee or a designated office of the Trustee’s Affiliate.

“*Project*” means the Leased Equipment and any other tangible personal property located on the Project Site and financed with the proceeds of the Bond and described in Exhibit A attached to the Lease Agreement, as Exhibit A may be modified in accordance with Section 6.1(b) of the Lease Agreement.

“*Project Site*” means the real property described in Exhibit B to the Lease Agreement.

“*Project Costs*” means all costs and items permitted to be financed under the provisions of the Act, including, but not limited to: (i) the cost of architectural, engineering, legal and related services; (ii) the cost of the preparation of plans, specifications, studies, surveys and estimates of cost and of revenue and all other expenses necessary or incident to planning, providing or determining the feasibility and practicability of the Project; (iii) the cost of all Leased Equipment and the cost of installing and placing the same in operation; and (vii) Costs of Issuance with respect to each draw under the Bond to finance the Project.

“*Record Date*” means the fifteenth day of the month next preceding each Payment Date.

“*Registrar*” means the Registrar appointed in accordance with Section 10.22 hereof.

“*S&P*” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, a limited liability company organized and existing under the laws of the State of New York, its successor or successors.

“*Schedule A*” means the Schedule of Draws and Redemptions in the form attached to the Bond certificate as Schedule A, as maintained by the Trustee.

“*State*” means the State of Arkansas.

“Trustee” means Regions Bank, a banking corporation organized and existing under the laws of the State of Arkansas, as trustee under this Indenture, its successors in trust and their assigns.

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

Section 1.02. Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Indenture and not solely to the particular portion hereof in which any such word is used. In the use of defined terms herein, the singular includes the plural and the plural includes the singular. Masculine pronouns used in this Indenture include the feminine and neuter genders, as well as the masculine.

ARTICLE II

THE BOND

Section 2.01. Issuance of the Bond.

(a) *Limitation.* No bond may be issued under the provisions of this Indenture except in accordance with this Article.

(b) *Provisions of Bond.*

(i) The Bond shall be designated “City of Springdale, Arkansas Taxable Industrial Development Revenue Bond (Today’s Power, Inc. Solar Project) Series 2022,” shall be dated as of December 15, 2022 and shall mature, subject to prior redemption, upon the terms and conditions hereinafter set forth.

(ii) (A) The Bond shall be issued in the aggregate principal amount of not to exceed \$10,200,000; provided, however, that the principal amount due thereon shall be only such amount as has been drawn down and not redeemed by the Issuer as reflected on Schedule A thereto, and interest shall accrue only upon such amount. Payment of each installment of interest and principal shall be made to the Person in whose name the Bond is registered on the registration books of the Issuer maintained by the Registrar at the close of business on the Record Date, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such Payment Date. The Bond shall bear interest from and including the latest of (a) its dated date, (b) the date to which interest has been paid or provided for until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise, or (c) the date of the initial draw with respect to the Bond; provided, however, that interest on the amount of each subsequent draw with respect to the Bond shall accrue from the date of such draw. The installments of interest and principal payable on Payment Dates shall be applied first to interest at the interest rate set forth in Section 2.01(b)(ii)(B) hereof upon the principal sum or so much thereof as from time to time remains unpaid, and the balance thereof shall be applied to principal. Interest on the Bond shall be

paid in arrears, for the then preceding Interest Period, on each Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months. Bonds issued in connection with any registration of transfer or exchange shall additionally be dated the date of authentication thereof.

(B) The Bond shall bear interest at the rate of 3.50% per annum and shall mature on December 1, 2042.

(c) *Form of Bond.* The Bond and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit A hereto with such appropriate variations, omissions, substitutions and insertions as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may be required to comply with any applicable laws or rules or regulations and as may, consistently herewith, be determined by the officers executing such Bond as evidenced by their signing thereof. There shall be included with or printed on the Bond the approving opinion of Bond Counsel.

(d) *Redemption.* The Bond shall be subject to redemption prior to maturity, as set forth in Article III hereof.

(e) *Denomination.* The Bond shall be issuable as a single fully registered Bond without coupons in the denomination of the principal amount of the Bond then drawn, and shall be numbered "R22-1".

(f) *Manner of Payment.*

(i) Principal of the Bond and accrued interest on the Bond payable at maturity or on redemption shall be payable to the Owner of such Bond upon presentation and surrender of such Bond as it becomes due at the Principal Office of the Paying Agent.

(ii) Accrued and unpaid interest and principal on the Bond due on a Payment Date shall be paid on each Payment Date by check drawn upon the Paying Agent and mailed to the Owner of such Bond as of the close of business on the Record Date next preceding the Payment Date at the registered address of such Owner as it shall appear on the registration books maintained by the Registrar, notwithstanding the cancellation of the Bond upon any exchange or registration of transfer thereof subsequent to the Record Date and prior to such Payment Date. Notwithstanding anything to the contrary herein, so long as the Bond is owned in whole by an Affiliate of the Company, all payments of principal of or interest thereon, whether on a Payment Date or upon maturity or redemption will be made directly by the Company to the sole Bondholder, without presentation or surrender (except upon maturity or final redemption) on the due date (by means of net settlement through entries made on the books of the Company and Bondholder) unless and until the Company notifies the Trustee of its intent to do otherwise. Written notice of the making of any such direct payment, or any failure to make such payment, shall be given by the Company to the Trustee contemporaneously

with the delivery or booking of the payment. The Trustee shall not be deemed to have any notice of failure to make such payment unless it has received such notice in writing. The Original Purchaser is an Affiliate of the Company.

(iii) Notwithstanding any provision in this Indenture or in the Lease Agreement to the contrary, so long as the Bond is owned in whole by an Affiliate of the Company, the Company shall act as the Paying Agent under the terms of this Indenture, and all references to the Paying Agent herein and in the Lease Agreement shall be deemed to refer to the Company.

(iv) Payment as aforesaid shall be made in lawful money of the United States of America.

(g) *Bond Date.* The Bond shall be dated as set forth in Section 2.01(b)(i).

(h) *Draws.* So long as no uncured default exists hereunder, draws may be made under the Bond to finance the acquisition and equipping of the Project, up to a maximum of \$10,200,000 in the aggregate of all draws under the Bond. Draws shall be made upon compliance with all of the requirements of the Lease Agreement relating to additional draws and delivery to the Trustee of an executed copy of the Draw Certificate relating to such draw. Upon receipt of a validly completed Draw Certificate, the Trustee shall make appropriate notation of such draw on Schedule A. Upon the Original Purchaser's request and delivery of the Bond certificate to the Trustee, the Trustee shall make similar notation on the copy of Schedule A attached to the Bond certificate, but the copy of Schedule A maintained by the Trustee shall control in the event of any discrepancy. Receipt by the Trustee of a Draw Certificate is for record-keeping purposes only, and the Trustee shall have no duty or obligation to make any investigation into the truth or accuracy of any statement therein. The Trustee's receipt of a Draw Certificate approved by the Original Purchaser shall be conclusive evidence to the Trustee that all conditions for making such draw hereunder or under the Lease Agreement have been satisfied.

Section 2.02. Execution. The Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the Issuer's seal shall be affixed thereto or imprinted thereon. If any officer of the Issuer who shall have executed the Bond shall cease to be such officer before the Bond so executed (by manual or facsimile signature) shall be authenticated and delivered by the Trustee, the Bond nevertheless may be authenticated and delivered as though the person who executed the Bond had not ceased to be such officer of the Issuer, but the Bond may also be executed on behalf of the Issuer by such persons as at the actual time of such execution of the Bond shall be the proper officers of the Issuer, although at the date of the Bond such persons may not have been officers of the Issuer.

Section 2.03. Limited and Special Obligation of Issuer. The Bond is the limited and special obligation of the Issuer secured solely by a lien on and pledge of the Trust Estate and does not constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation. The Bond shall never constitute or give rise to a charge against the Issuer's general credit or taxing powers. No recourse shall be had for the enforcement of any obligation,

covenant, promise or agreement of the Issuer contained in this Indenture or the Bond or any claim based thereon or otherwise in respect thereof against any officer, alderman or employee, as such, in his individual capacity, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any officer, alderman or employee as such, past, present or future, of the Issuer or of any successor entity, either directly or by reason of any of the obligations, covenants, promises or agreements entered into between the Issuer and the Trustee to be implied therefrom as being supplemental thereto, and that all personal liability of that character against every such officer and employee is expressly waived and released.

Section 2.04. Authentication. Only when the Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A hereto duly executed by the Trustee shall it be entitled to any right or benefit under this Indenture. The Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon the Bond shall be conclusive evidence that such Bond has been authenticated under this Indenture. The certificate of authentication on the Bond shall be deemed to have been executed by the Trustee if manually signed by an authorized officer or signatory of the Trustee.

Section 2.05. Delivery of the Bond. Upon the execution and delivery of this Indenture, the Issuer shall execute the Bond and deliver it to the Trustee, and the Trustee shall authenticate the Bond and deliver it to the Original Purchaser.

Prior to the delivery by the Trustee of the Bond there shall be filed with the Trustee:

- (a) a copy, duly certified by the City Clerk, of the ordinance or ordinances adopted by the Issuer authorizing the issuance of the Bond and the execution, delivery and performance of this Indenture;
- (b) an original executed counterpart of this Indenture and the initial Draw Certificate;
- (c) original executed counterparts of the Lease Agreement, the Bond Purchase Agreement and the PILOT Agreement;
- (d) a Cross Receipt for Bond and Purchase Price signed by the Original Purchaser and the Trustee, evidencing the Original Purchaser's receipt of the Bond and the receipt by the Trustee of the purchase price, equal to the initial draw under the Bond, in the amount of \$10,095,000;
- (e) an original executed Investor Letter;
- (f) a written opinion of Bond Counsel to the effect that the Bond has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, with appropriate exceptions for bankruptcy and principles of equity; and

(g) a Request and Authorization to Authenticate and Deliver the Bond executed by the Issuer.

Prior to the Trustee's delivery of the Bond to the Original Purchaser, the Trustee shall make appropriate notation on Schedule A attached to the Bond certificate of the amount and date of the initial draw thereunder.

Section 2.06. Lost, Destroyed or Improperly Cancelled Bond. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage in whole or in part or otherwise) or improperly cancelled, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond of like date and denomination and bearing a number not contemporaneously outstanding, provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Issuer and the Trustee evidence of such loss or destruction, together with indemnity, satisfactory to them. If after the delivery of such duplicate Bond a protected purchaser of the original Bond in lieu of which such duplicate Bond was issued presents for payment such original Bond, the Issuer and the Trustee shall be entitled to recover such duplicate Bond from the Person to whom it was delivered or any Person taking therefrom, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Trustee in connection therewith. In the event any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof (except the surrender of the mutilated Bond not destroyed or lost) if there shall be first furnished to the Issuer and the Trustee evidence of such loss or destruction, together with indemnity, satisfactory to them. Upon the issuance of any substitute Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Trustee may charge the Owner of any such Bond with the Trustee's reasonable fees and expenses in connection with any transaction described in this Section 2.06.

Every substitute Bond issued pursuant to the provisions of this Section 2.06 by virtue of the fact that any Bond is lost or destroyed shall constitute an additional contractual obligation of the Issuer, whether or not the lost or destroyed Bond shall be at any time enforceable, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Bonds, notwithstanding any law or statute now existing or hereafter enacted.

Section 2.07. Transfer, Registration and Exchange of Bond. The Registrar shall maintain and keep, at its Principal Office, books for the registration and registration of transfer of the Bond, which at all reasonable times shall be open for inspection by the Issuer and the Trustee. Upon presentation for such purpose of the Bond entitled to registration or registration of transfer at the Principal Office of the Registrar, the Registrar shall register or register the transfer of such Bond in such books, under such reasonable regulations as the Registrar may prescribe. The Registrar shall make all necessary provisions to permit the exchange or registration of transfer of the Bond at its Principal Office.

The registration of transfer of the Bond shall be registered upon the registration books of the Registrar at the written request of the Owner thereof or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney. Upon the registration or registration of transfer of any such Bond, the Issuer shall issue in the name of the transferee, in authorized denominations, a new Bond in the same aggregate principal amount as the surrendered Bond.

The Issuer, the Trustee, the Registrar or the Paying Agent may deem and treat the Owner of the Bond as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and neither the Issuer, the Trustee, the Registrar nor the Paying Agent shall be affected by any notice to the contrary. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

NOTWITHSTANDING ANYTHING IN THIS INDENTURE TO THE CONTRARY, THE BOND MAY ONLY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A PERSON OR ENTITY WHICH HAS EXECUTED AND DELIVERED TO THE ISSUER, THE COMPANY AND THE TRUSTEE AN INVESTOR LETTER IN THE FORM ATTACHED HERETO AS EXHIBIT B PRIOR TO SUCH TRANSFER. The Trustee shall be fully protected in relying on any such Investor Letter without further inquiry.

Section 2.08. Temporary Bond. Pending the preparation of the definitive Bond, the Issuer may execute and the Trustee shall authenticate and deliver a temporary Bond. A temporary Bond shall be issuable as a registered Bond without coupons, of any authorized denomination, and substantially in the form of the definitive Bond but with such omissions, insertions and variations as may be appropriate for a temporary Bond, all as may be determined by the Issuer. A temporary Bond may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and shall be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bond. As promptly as practicable, the Issuer shall execute and shall furnish the definitive Bond and thereupon the temporary Bond shall be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bond a like aggregate principal amount of the definitive Bond. Until so exchanged, the temporary Bond shall be entitled to the same benefits under this Indenture as the definitive Bond.

Section 2.09. Cancellation of Bond. If the Bond shall have been surrendered to the Paying Agent or any co-paying agent for payment or redemption, and when the Bond shall have been surrendered to the Registrar for exchange or registration of transfer, such Bond shall be delivered to the Trustee for cancellation. A Bond delivered to or acquired by the Trustee for cancellation shall be cancelled by the Trustee and shall be deemed paid for all purposes of this Indenture. In accordance with applicable law and regulations and the Trustee's applicable policies and procedures, the Trustee shall furnish to the Issuer, upon receipt of a written request from the Issuer, the Paying Agent and the Registrar counterparts of certificates evidencing such cancellation and specifying such Bond by number.

ARTICLE III

REDEMPTION OF BOND

Section 3.01. Optional Redemption. The Bond is subject to redemption at the option of the Company, communicated in a written notice to the Issuer and the Trustee, in whole or in part on any date, at a redemption price equal to the principal amount of the Bond being redeemed, plus accrued and unpaid interest due thereon to the date of redemption, from funds deposited into the Bond Fund pursuant to Section 4.01(f) hereof.

Section 3.02. [RESERVED]

Section 3.03. Redemption in Part. The Bond shall be redeemed from any funds available for that purpose in accordance with the provisions of this Indenture (including any supplemental indenture). If an Owner thereof presents to the Trustee the Bond to be redeemed in part, the Trustee shall make notation of such redemption on the copy of Schedule A attached to the Bond certificate.

Section 3.04. Procedure for Redemption. In the event the Bond is called for redemption, the Trustee, after receiving written notice from the Company, shall, at the expense of the Company, give notice by first-class mail or, if an Affiliate of the Company is the only Bondholder, by facsimile transmission to a facsimile number provided to the Trustee by the Company, in the name of the Issuer, of the redemption of the Bond, which notice shall: (a) specify the Bond, or portion thereof, to be redeemed, the redemption date, the redemption price, the location at which the Bond is to be surrendered for payment and, if less than all of the Outstanding principal amount of the Bond is to be redeemed, the principal amount of the Bond to be so redeemed; (b) state any condition to such redemption; and (c) state that on the redemption date, and upon the satisfaction of any such condition, the Bond shall cease to bear interest.

Such notice may set forth any additional information relating to such redemption. If a notice of redemption shall be unconditional, then, upon presentation and surrender of the Bond at the place or places of payment, the Bond shall be redeemed.

Notice of redemption shall be effective upon confirmed transmission in the case of a facsimile notice and upon deposit in the United States mails, with sufficient postage affixed, with respect to mailed notices, regardless of whether such notice is received. Notice of redemption under this Section 3.04 shall be given not less than five (5) days prior to the redemption date unless a shorter period of time is agreed to in writing by the Owner of the Bond.

The Bond or portion thereof which has been duly selected for redemption and which is deemed to be paid in accordance with Article VIII hereof shall cease to bear interest on the specified redemption date.

Section 3.05. Payment of Redemption Price. For the redemption of the Bond, the Issuer shall cause to be deposited in the Bond Fund an amount sufficient to pay the principal of and the accrued and unpaid interest on the Bond to become due on the date fixed for such redemption. The obligation of the Issuer to cause any such deposit to be made hereunder shall be reduced by the amount of moneys in the Bond Fund available on such redemption date for payment of the principal of and the accrued and unpaid interest on the Bond. Upon the partial redemption of the

Bond, the Trustee shall make appropriate notation of such redemption on Schedule A. Upon the Original Purchaser's written request and delivery of the Bond certificate to the Trustee, the Trustee shall make similar notation on the copy of Schedule A attached to the Bond certificate, but the copy of Schedule A maintained by the Trustee shall control in the event of any discrepancy.

ARTICLE IV

FUNDS AND DEPOSITS

Section 4.01. Bond Fund.

(a) There is hereby created a special fund to be held by the Trustee as a trust fund, which is hereby designated as the “City of Springdale, Arkansas Taxable IDB Series 2022 Bond Fund” (the “Bond Fund”).

(b) There shall be deposited into the Bond Fund in accordance with Section 5.3(a) of the Lease Agreement, by wire transfer to the Trustee of immediately available funds no later than 10:00 a.m., Springdale, Arkansas time, on each Payment Date until the Outstanding Bond with accrued and unpaid interest thereon has been paid in full, or provision shall have been made for such payment, Pledged Revenues in an amount equal to principal and accrued and unpaid interest due and owing on the Bond on such Payment Date.

(c) The Issuer shall also deposit into the Bond Fund, as received, all amounts received by it pursuant to Sections 5.3(c) and 9.4 of the Lease Agreement.

If Pledged Revenues are insufficient to make any required payment into the Bond Fund on the date on which it is required to be made, the amount of any such deficiency in the payment made shall be paid from the first available Pledged Revenues.

There shall be credited against any deposit required pursuant to subsection (b) above any funds held in the Bond Fund at the time specified for such deposit in excess of the amounts required to be on deposit therein on the Business Day prior to the day on which the transfer is to be made and available for the purpose.

In the event that moneys deposited pursuant to subsection (b) above are not sufficient to provide for principal and accrued and unpaid interest due on the then next Payment Date, the Issuer shall (subject to Section 2.03 hereof), immediately upon notice from the Trustee, deposit an amount at least equal to such deficiency in the Bond Fund.

(d) All moneys in the Bond Fund shall be used solely for the purpose of paying principal and accrued and unpaid interest on the Bond and the Trustee’s fees and expenses, except as herein specifically provided.

(e) The Trustee shall withdraw from the Bond Fund, on any Payment Date or any redemption date, an amount equal to the portion of principal and accrued and unpaid

interest then due, for the sole purpose of paying the same, which direction the Trustee hereby accepts.

(f) The Company may deposit in the Bond Fund at any time amounts from any source, which amounts shall be applied by the Trustee to redeem the Bond pursuant to Section 3.01 hereof.

(g) Notwithstanding the requirements of this Section 4.01 with respect to the deposit of Pledged Revenues to the Bond Fund, such obligations shall be deemed satisfied to the extent of the direct payment of principal and interest due on the Bond to the Bondholder as provided in the final three sentences of Section 2.01(f)(ii) hereof and Section 5.3(b) of the Lease Agreement.

ARTICLE V

APPLICATION OF PROCEEDS OF THE BOND

Section 5.01. Disposition of Bond Proceeds. Upon each draw under the Bond, the proceeds of such draw shall be transferred by the Original Purchaser to the Company (or at its written direction) for application to pay Project Costs and Costs of Issuance pursuant to the terms of Section 4.2 of the Lease Agreement. Notice of all such transfers shall be given by the Original Purchaser or the Company to the Trustee contemporaneously with such transfers, and the Trustee shall have no duty or obligation to make any inquiry or investigation in connection with any such notice.

Section 5.02. [Reserved] .

ARTICLE VI

INVESTMENTS

Section 6.01. Investments. Pursuant to directions as set forth in this Section 6.01, any moneys held in the Bond Fund shall be invested and reinvested in Investment Securities. Such investments shall be made, and agreements entered into, by the Trustee as directed and designated by an Authorized Company Representative in writing. Absent any such direction, moneys held in the Bond Fund will be uninvested. As and when any amounts thus invested may be needed for disbursements, the Trustee, at the written direction of the Company, shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of the Bond Fund. As long as no Event of Default shall have occurred and be continuing, the Company shall have the right to designate the Investment Securities to be sold and otherwise to direct the Trustee in the sale or conversion to cash of the Investment Securities in the Bond Fund. Any investment direction under this Section shall specify the particular investment to be made. The Trustee shall be fully protected in relying upon the investment direction of the Authorized Company Representative as to both the suitability and legality of the directed investments, and such investment directions shall be deemed to be a certification to the Trustee that such directed investments constitute Investment Securities.

The Trustee will not be responsible or liable for any loss suffered in connection with any investment of funds made by it at the direction of the Company or for determining whether any such investment is an authorized investment under applicable law or for any loss resulting from sale of investments under this Article VI. The Trustee shall not be responsible for paying interest on any uninvested funds held by it hereunder or for the investment of any fund or account not held by the Trustee. The Trustee may make any and all of such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including maintenance fees. Any written direction given under this Article VI may be made by Electronic Means or other written form. As long as the Trustee provides periodic statements to the Company of investment activity, the Trustee shall not be required to provide brokerage confirmations; provided, however, no statement shall be required for any month in which there is no investment activity.

Section 6.02. Investment Earnings. All earnings, whether in the form of interest or profit, derived from the investment of moneys held pursuant to this Indenture shall be credited to the Bond Fund. All losses resulting from the investment of moneys hereunder shall be credited to the Bond Fund.

Section 6.03. Valuation of Funds. The Trustee shall sell or present for redemption any Investment Securities 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 the Bond Fund to a level lower than the level required under this Indenture, such loss or reduction shall be made up as set forth in Section 4.01(c) hereof. The Trustee shall not be liable for any loss resulting from any such sale.

ARTICLE VII

GENERAL COVENANTS

Section 7.01. Payment of Bond. The Issuer covenants that it will promptly pay the principal of and the accrued and unpaid interest on the Bond at the place, on the date and in the manner provided herein and in the Bond according to the true intent and meaning thereof, but only from Pledged Revenues and subject to the provisions of Section 2.03 hereof.

Section 7.02. Performance of Covenants of Issuer; Representations. The Issuer shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings pertaining thereto. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Bond authorized hereby, to enter into this Indenture and to pledge and assign to the Trustee the Trust Estate.

Section 7.03. Limited and Special Obligation. Notwithstanding any other provision of this Indenture, no pecuniary or other obligation of the Issuer set forth herein shall constitute a general obligation or an obligation secured by the faith and credit or taxing power of the Issuer. All such obligations are special obligations of the Issuer, secured solely by the pledge of Pledged Revenues as set forth herein.

Section 7.04. Further Instruments. The Issuer shall from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required by applicable law to carry out the purposes of this Indenture; provided, however, that no such instruments or actions shall pledge the faith, credit or taxing power of the Issuer or any other political subdivision of the State.

Section 7.05. No Disposition of Trust Estate. Except as permitted by this Indenture or the Lease Agreement, the Issuer shall not sell, lease, pledge, assign or otherwise dispose of or encumber its interest in the Trust Estate and will promptly pay or cause to be discharged or make adequate provision to discharge any lien or charge on any part thereof not permitted hereby.

Section 7.06. Access to Books. All books and documents in the possession of the Issuer relating to the Project and the Pledged Revenues shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

ARTICLE VIII

DEFEASANCE; ESCHEAT

Section 8.01. Discharge of Indenture. If the Issuer shall pay or cause to be paid to the Owner of the Bond secured hereby the principal of and the accrued and unpaid interest due and payable on such Bond, such Bond or portion thereof shall cease to be entitled to any lien, benefit or security under this Indenture. If the Issuer shall pay or cause to be paid to the Owner of the Bond secured hereby the principal of and the accrued and unpaid interest due and payable, and shall pay or cause to be paid all other sums payable hereunder by the Issuer, including, without limiting the foregoing, the fees and expenses of the Trustee, then, and in that case, the right, title and interest of the Trustee in and to the Trust Estate shall thereupon cease, terminate and become void. In such event, the Trustee shall upon the written request of an Authorized Company Representative assign, transfer and turn over to the Company the Trust Estate, including, without limitation, any surplus in the Bond Fund.

Section 8.02. Bond Deemed Paid. All or any portion of the Bond shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in this Article VIII when:

(a) in the event that the Bond or portion thereof has been selected for redemption in accordance with Section 3.03 hereof, the Trustee shall have given, or the Issuer shall have given to the Trustee in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 3.04 hereof, notice of redemption of such Bond or portion thereof;

(b) the Trustee shall hold on deposit in the Bond Fund moneys in an amount which shall be sufficient to pay when due the principal of and the accrued and unpaid interest due and to become due on the Bond or portion thereof on and prior to the redemption date or maturity date thereof, as the case may be;

(c) in the event the Bond or portion thereof does not mature and is not to be redeemed within the next succeeding five (5) days, the Issuer shall have given the Trustee, in form satisfactory to it, irrevocable instructions to give, as soon as practicable in the same manner as a notice of redemption is given pursuant to Section 3.04 hereof, a notice to the Owner of the Bond, or portion thereof, that the deposit required by clause (b) above has been made with the Trustee and that the Bond, or portion thereof, is to be paid from moneys so deposited and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the accrued and unpaid interest on the Bond.

Further, the Bond shall be deemed to be paid within the meaning of this Article VIII and for all purposes of this Indenture when (a) payment of the principal of and the accrued and unpaid interest on such Bond to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms hereof or (ii) shall have been provided for by irrevocably depositing with the Trustee (A) moneys sufficient to make such payment and/or (B) Escrow Investments maturing as to principal and interest in such amount and at such time, without reinvestment, as will ensure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee, including the fees and expenses of Trustee's counsel, the Registrar, the Paying Agent and any Co-Paying Agent pertaining to the Bond shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as the Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Escrow Investments. In determining the sufficiency of moneys and Escrow Investments deposited pursuant to this paragraph, the Trustee may rely on a verification report of a firm of nationally recognized independent certified public accountants.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of the Bond as aforesaid until (a) proper notice of redemption of such Bond shall have been previously given in accordance with Section 3.04 of this Indenture or, in the event that such Bond is not to be redeemed within the next succeeding 60 days, until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner of the Bond, in accordance with Section 3.04 hereof, that the deposit required by (a)(ii) above has been made with the Trustee and that such Bond is deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of such Bond, plus interest thereon to the due date thereof; or (b) the maturity of such Bond.

Section 8.03. Transfer to Company. On any date following the date of last maturity or redemption of the Bond Outstanding hereunder, the Trustee may transfer any or all moneys and Investment Securities held by the Trustee hereunder to a separate account or accounts established by the Trustee. Notwithstanding any other provision of this Indenture and subject to applicable escheat law, any moneys or Investment Securities held in any Fund for a period of two years after the date specified in this Indenture for payment to the Owner of the Bond (on account of interest, maturity, redemption prior to maturity or required purchase) shall, upon the written request of the Company, be remitted to the Company, and no Owner of the Bond or any other Person shall have

any right to or interest in such moneys or Investment Securities. After payment of such moneys to the Company, all liability of the Trustee and the Paying Agent with respect to such moneys shall thereupon cease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute and is referred to in this Indenture as an “Event of Default”:

(a) a failure to pay any installment of principal or interest on the Bond when the same shall become due and payable at maturity, upon redemption or otherwise;

(b) a failure by the Issuer to observe and perform any covenant, condition, agreement or provision (other than as specified in clause (a) of this Section 9.01) contained in the Bond or in this Indenture on the part of the Issuer to be observed or performed, which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied and stating that it is a “Notice of Default” hereunder, shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the sole Bondholder; provided, however, that in the event that (i) such failure cannot be corrected within sixty (60) days, but is expected to be corrected within 180 days, (ii) the Issuer so certifies to the Trustee in writing, and (iii) the Issuer institutes corrective action within such sixty (60) days and the Issuer certifies that fact to the Trustee, then such 60-day period shall automatically be extended to a 180-day period. Successive 180-day extensions are authorized, provided the conditions in clauses (i) through (iii) above are met; and

(c) an “event of default” shall exist under the Lease Agreement.

The Trustee may, and at the written request of the sole Bondholder and payment by the Issuer or the Company of all sums then due hereunder shall, waive any Event of Default described in clause (b) or (c) of the preceding paragraph. Notwithstanding the previous sentence, the Trustee shall waive any Event of Default described in clause (b) or (c) of the preceding paragraph upon the written request of the sole Bondholder, whether or not payments have been made by the Company of all sums then due hereunder; provided, however, that all sums due to the Trustee hereunder shall have been paid. If an Event of Default occurs of which the Trustee by Section 10.05 hereof is required to take notice or deemed to have notice, or any other Event of Default occurs of which the Trustee has been specifically notified in accordance with Section 10.05 hereof, and any such Event of Default shall continue for at least two days after the Trustee acquires actual notice thereof, the Trustee shall promptly give notice thereof by first class or certified mail to the Issuer and to the Bondholder.

Section 9.02. Remedies. Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee shall, upon the sole Bondholder and receipt of indemnity to its satisfaction, in its own name and as the Trustee of an express trust:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholder, and require the Issuer to carry out any agreements with or for the benefit of the Bondholder and to perform its duties under the Act and this Indenture;

(b) bring suit upon the Bond;

(c) apply in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the Issuer's interest in the Project on behalf of the Issuer and the Bondholder, with power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rents sufficient to provide for the payment of principal and accrued and unpaid interest on the Bond and the payment of the fees and expenses of the Trustee, and to apply said rents in conformity with the laws of the State and with this Indenture; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholder.

Notwithstanding any other provision in this Indenture to the contrary, the Trustee shall take no remedial action hereunder without the express written direction of the sole Bondholder.

Section 9.03. Restoration to Former Position. In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Issuer, the Trustee and the Bondholder shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 9.04. Bondholder's Right to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the sole Bondholder shall have the right by an instrument in writing executed and delivered to the Trustee, and upon providing the Trustee with indemnity to the Trustee's satisfaction, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture, provided that no such direction shall be contrary to the provisions of this Indenture or of applicable law or could involve the Trustee in personal liability.

Section 9.05. Rights and Remedies of Bondholder. The Bondholder shall have no right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture, for the execution of any trust thereof or for the appointment of a receiver or to enforce any other right or remedy hereunder, unless a default has occurred of which the Trustee has been notified by the Issuer or the Bondholder, or unless also such default shall have become an Event of Default and the Bondholder shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, or unless also the Bondholder has offered to the Trustee indemnity as provided in Section 9.02 or 9.04 hereof, or unless also the Trustee shall thereafter fail or refuse, for a period of at least 60 days, to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its, his or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the

Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other right or remedy hereunder, it being understood and intended that the Bondholder shall have no right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its action or to enforce any right or remedy hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided.

Section 9.06. Costs of Enforcement. In any proceeding to enforce the provisions of this Indenture or the Bond, the Trustee and the Bondholder shall be entitled to recover from the Company all costs of such proceeding, including reasonable attorneys' fees and expenses.

Section 9.07. Proceedings by Trustee Without Possession of Bond. All rights of action under this Indenture or under the Bond secured hereby which are enforceable by the Trustee may be enforced by it without the possession of the Bond, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name as trustee of an express trust, subject to the provisions of this Indenture.

Section 9.08. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Bondholder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 9.09. No Waiver of Remedies. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Article IX to the Trustee and to the Bondholder, respectively, may be exercised from time to time and as often as may be deemed expedient.

ARTICLE X

TRUSTEE AND PAYING AGENT

Section 10.01. Acceptance of Trusts. The Trustee hereby accepts and agrees to execute the trusts specifically imposed upon it by this Indenture, but only upon the additional terms set forth in this Article X, to all of which the Issuer agrees and the Owner of the Bond agrees by its acceptance of delivery of the Bond.

Section 10.02. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the Bond, save only the Trustee's certificate of authentication upon the Bond, shall be taken and construed as made by and on the part of the Issuer, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof and makes no representation as to the validity or sufficiency of the Indenture and the Bond and shall not be responsible for reviewing any financial statements or audits delivered to it hereunder, is not considered to have actual or constructive knowledge of the contents of any such statements or audits (including any information of a default or Event of Default contained therein), and does not have any duty to verify the

accuracy of any such statements or audits. Further, the Trustee shall have no responsibility for perfecting or maintaining the perfection of the lien of this Indenture or recording or rerecording this Indenture or filing any financing statement or continuation statement or for insuring or completing the Project.

Section 10.03. Limitation on Liability. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney, agent or employee selected by it with reasonable care. Without limitation, the Trustee shall be entitled to the benefit of the foregoing sentence with respect to the delegation to the Registrar and the Paying Agent of any or all of the Trustee's duties hereunder, including its duties with respect to payment of principal or interest on, or redemption of, the Bond and the exchange and transfer thereof. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith, and shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion, rights or powers conferred on it by this Indenture. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owner pursuant to Section 9.04 hereof relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture. No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Trustee shall not be liable for any error of judgment made in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts. The permissive rights of the Trustee enumerated herein shall not be construed as duties of the Trustee. The Trustee shall have no responsibility for any offering document relating to the Bond. The Trustee shall have no responsibility for the use of the proceeds of the Bond paid out in accordance with this Indenture.

Section 10.04. Compensation; Advances. The Trustee, Registrar and Paying Agent shall be entitled to reimbursement for their reasonable fees for services rendered hereunder and for all advances, counsel fees and expenses and other expenses reasonably and necessarily made or incurred by them in and about the execution of the trusts created by this Indenture and in and about the exercise and performance by them of their powers and duties hereunder, and for all reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from their negligence or willful default). The Issuer agrees to indemnify the Trustee, Registrar and Paying Agent for, and save them harmless from, all losses, claims and liabilities incurred without negligence or willful default on their part arising out of or in connection with acceptance or administration of their trusts and duties hereunder. In this regard, it is understood that the Issuer pledges no funds or revenues other than Pledged Revenues to the payment of any obligation of the Issuer set forth in this Indenture. The Trustee shall have a first pledge and lien with right of payment prior to payment on account of principal or interest on the Bond for such reasonable advances, fees, costs, indemnities, counsel fees and expenses incurred by the Trustee.

The obligations of the Issuer under this Section shall survive the resignation or removal of the Trustee and the discharge of this Indenture.

Section 10.05. Notice of Events of Default. The Trustee or the Paying Agent shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clause (a) of the first paragraph of Section 9.01 hereof (subject to the final three sentences of Section 2.01(f)(ii) hereof), unless specifically notified in writing of such default or Event of Default by the Bondholder. The Trustee may, however, at any time, in its discretion, require of the Issuer information and advice as to the performance of any of the covenants, conditions and agreements contained herein.

Section 10.06. Good Faith Reliance. The Trustee, the Paying Agent and the Registrar, in the absence of bad faith on their part, shall be protected and shall incur no liability in acting or refraining from acting upon any resolution, ordinance, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which they shall believe to be genuine and to have been passed or signed by the proper board, body or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture or the Lease Agreement, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. As to the existence or nonexistence of any fact or as to the sufficiency or authenticity of any instrument, paper or proceeding, the Trustee shall be entitled to rely, as to the Issuer, upon any writing signed by the Mayor or the City Clerk of the Issuer and upon any writing signed by an Authorized Issuer Representative.

Section 10.07. Identity of Bondholder. Neither the Trustee, the Registrar nor the Paying Agent shall be bound to recognize any Person as Bondholder or to take any action at his or her or their request unless the Bond shall be deposited with such entity or satisfactory evidence of the ownership of the Bond shall be furnished to such entity.

Section 10.08. [RESERVED].

Section 10.09. [RESERVED].

Section 10.10. Construction of Indenture. The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Bondholder.

Section 10.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and filing the same with the Mayor of the Issuer and the Authorized Company Representative at least thirty (30) days prior to the effective date of the resignation and by giving at least thirty (30) days' prior notice of such resignation by first class or certified mail to the Bondholder. No resignation of the Trustee pursuant to this Section shall become effective until the acceptance of appointment of a successor Trustee under Section 10.13.

Section 10.12. Removal of Trustee. The Trustee may be removed at any time by filing with the Trustee so removed and with the Issuer and the Company an instrument or instruments in writing appointing a successor or an instrument or instruments in writing consenting to the appointment by the Issuer of a successor and accompanied by an instrument of appointment by the Issuer of such successor, and in any event executed by the Bondholder.

Section 10.13. Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, a vacancy shall forthwith and ipso facto exist in the office of Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, a successor may be appointed, by filing with the Issuer an instrument in writing, which may be executed in counterparts, executed by the Bondholder. Copies of such instrument shall be promptly delivered by the Issuer to the predecessor Trustee and to the Trustee so appointed.

Until a successor Trustee shall be appointed by the Bondholder as herein authorized, the Issuer, by an instrument authorized by resolution of the Issuer, shall appoint a successor Trustee. After any appointment by the Issuer, the Issuer shall cause notice of such appointment to be given by first class or certified mail to the Bondholder. Any new Trustee so appointed by the Issuer shall immediately and without further act be superseded by a Trustee appointed by the Bondholder in the manner above provided.

Section 10.14. Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company duly organized under the laws of the United States or any state or territory thereof authorized by law to perform all the duties imposed upon it by this Indenture and (b) shall have a combined capital stock, surplus and undivided profits of at least \$25,000,000 if there can be located, with reasonable effort, such an institution willing and able to accept the trust on reasonable and customary terms.

Section 10.15. Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article X within thirty (30) days after such resignation, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article X within six (6) months after a vacancy shall have occurred in the office of Trustee, the Bondholder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor Trustee.

Section 10.16. Acceptance of Trusts by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the Issuer shall execute and deliver an instrument transferring to such successor Trustee all the estates, property rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of

Section 10.04 hereof, such predecessor Trustee shall pay over to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 10.17. Successor by Merger or Consolidation. Any corporation or association into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which any Trustee hereunder may be a party, or any corporation or association to which the Trustee shall sell or otherwise transfer all or substantially all of its corporate trust business, may be the successor Trustee under this Indenture with the approval of the Company and the Bondholder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding. If the Company and the Bondholder do not approve the successor Trustee under the provisions of this Section 10.17, a successor Trustee may be appointed in accordance with the provisions of Section 10.13 hereof.

Section 10.18. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Article X but subject to Section 10.03 hereof, the Trustee shall, during the existence of an Event of Default of which the Trustee by Section 10.05 hereof is required to take notice or deemed to have notice, or any other Event of Default of which the Trustee has been specifically notified in accordance with Section 10.05 hereof, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by the Bondholder, and, if in its opinion such action may tend to involve it in expense or liability unless furnished, from time to time as often as it may require, with security and indemnity satisfactory to it, but the foregoing proviso is intended only for the protection of the Trustee and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Bondholder or without such security or indemnity. Except during the existence of an Event of Default, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

Without limiting the generality of anything set forth elsewhere in this Indenture, the Trustee shall have no responsibility for the deposit, handling or securing of funds which may, under this Indenture, be deposited other than with the Trustee.

Anything herein to the contrary notwithstanding, prior to the occurrence of an Event of Default of which the Trustee by Section 10.05 hereof is required to take notice, the Trustee shall have no obligation to enforce or monitor any of the covenants of the Company under the Lease Agreement.

Section 10.19. Intervention in Litigation of Issuer. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of the Bondholder, the Trustee may intervene on behalf of the Bondholder and shall,

upon receipt of indemnity satisfactory to it, do so if requested in writing by the Bondholder if permitted by the court having jurisdiction in the premises.

Section 10.20. Paying Agent. The Issuer shall, with notice to the Trustee, appoint the Paying Agent for the Bond, subject to the conditions set forth in Section 10.21 hereof. The Paying Agent (if other than Trustee) shall designate to the Trustee its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee and the Issuer under which such Paying Agent will agree, particularly:

(a) to hold all sums held by it for the payment of the principal of or interest on Bond in trust for the benefit of the Bondholder until such sums shall be paid to such Bondholder or otherwise disposed of as herein provided;

(b) to keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times; and

(c) upon the request of the Trustee, to forthwith deliver to the Trustee all sums so held in trust by such Paying Agent.

The Issuer shall cooperate with the Trustee to cause the necessary arrangements to be made and to be thereafter continued whereby funds derived from the sources specified in Section 4.01 hereof will be made available for the payment when due of the Bond as presented at the Principal Office of the Paying Agent.

Section 10.21. Qualifications of Successor Paying Agent; Resignation; Removal. Any successor Paying Agent shall be a corporation or association duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least \$25,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice by certified or first class mail to the Issuer, the Trustee and the Company. The Paying Agent may be removed at any time, by an instrument, signed by the Issuer, filed with the Paying Agent, the Trustee and the Company.

In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

In the event that the Issuer shall fail to appoint a Paying Agent hereunder, or in the event the Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Paying Agent shall be taken under the control of any state or federal court of administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment of the Paying Agent or successor Paying Agent, as the case may be.

Section 10.22. Registrar. The Issuer shall, with written notice to the Trustee, appoint the Registrar and any successor Registrar for the Bond, subject to the conditions set forth in Section 10.23 hereof. The Registrar (if other than the Trustee) shall designate to the Trustee its Principal Office and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer and the Trustee under which such Registrar will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times.

The Issuer shall cooperate with the Trustee to cause the necessary arrangements to be made and to be thereafter continued whereby the Bond, executed by the Issuer and authenticated by the Trustee, shall be made available for exchange, registration and registration of transfer at the Principal Office of the Registrar. The Issuer shall cooperate with the Trustee and the Registrar to cause the necessary agreements to be made and thereafter continued whereby the Paying Agent shall be furnished such records and other information at such times as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

The initial Trustee is hereby appointed the initial Registrar.

Section 10.23. Qualifications of Successor Registrar; Resignation; Removal. Any successor Registrar shall be a corporation or association duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least \$25,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Registrar may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice by certified or first class mail to the Issuer, the Trustee, each Paying Agent and the Company. The Registrar may be removed at any time by an instrument signed by the Issuer and filed with the Registrar, the Trustee and the Company.

In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

In the event that the Issuer shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed its successor as Registrar, the Trustee shall ipso facto be deemed to be the Registrar for all purposes of this Indenture until the appointment by the Issuer of the Registrar or successor Registrar, as the case may be.

Section 10.24. Co-Trustees. The Trustee and the Issuer shall have power to appoint and, upon the request of the Trustee, the Issuer shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint another corporation or association or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the Pledged Revenues or any of the properties, tangible or intangible, subject to the lien hereof or with respect to which the Trustee has powers or duties hereunder, or to act as separate trustee or trustees of all or any such Pledged Revenues or properties, with such

powers as may be provided in the instrument of appointment and to vest in such corporation or association or person or persons as such separate trustee or co-trustee any property, title, right or power deemed necessary or desirable. In the event that the Issuer shall not have joined in such appointment within 15 days after the receipt by it of a written request so to do, the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed for more fully and certainly vesting in and confirming to him, her, they or to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. Every such co-trustee and separate trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

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

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

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

Section 10.25. Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Paying Agent or a Co-Paying Agent and the Registrar and in any other combination of such capacities to the extent permitted by law. The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises herein.

Section 10.26. Waiver of Noncompliance of Trustee, Paying Agent and Registrar. Anything in this Indenture to the contrary notwithstanding, the Bondholder may waive noncompliance with any provision of this Indenture by the Trustee, Paying Agent or Registrar where such waiver has no negative effect on the rights of the Issuer hereunder or the validity of the Bond. The Trustee may condition the effectiveness of such a waiver on the delivery of an opinion of Bond Counsel to such effect.

ARTICLE XI

EXECUTION OF INSTRUMENTS BY BONDHOLDER; PROOF OF OWNERSHIP OF BOND

Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by the Bondholder may be in any number of concurrent instruments of similar tenor and may be signed or executed by the Bondholder in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of the Bond shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution or by such other manner as the Trustee deems sufficient.

(b) The ownership of the Bond shall be provided by the registration books kept under the provisions of Section 2.07 hereof.

Nothing contained in this Article XI shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of matters herein stated which it may deem sufficient. Any request or consent of the Bondholder shall bind every future Owner of the Bond or any Bond or Bonds issued in exchange thereof, on registration of transfer thereof or in lieu thereof in respect of anything done by the Trustee or the Issuer in pursuance of such request or consent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

Section 12.01. [RESERVED]

Section 12.02. Supplemental Indentures Requiring Consent of the Bondholder.

Subject to the terms and provisions contained in this Section, and not otherwise, the Bondholder shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture.

If the Issuer shall request that the Trustee enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, give notice by certified or first class mail of the proposed execution of such supplemental indenture to the Bondholder. Such notice shall be prepared by the Issuer, briefly set

forth the nature of the proposed supplemental indenture and state that copies are on file at the Principal Office of the Trustee for inspection by the Bondholder. If, within 60 days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Bondholder shall have consented to and approved the execution of such supplemental indenture as herein provided, the Bondholder shall not have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereon, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be modified and amended in accordance therewith.

Section 12.03. Discretion of Trustee in Entering Into Supplements and Amendments.

In every case provided for in this Article, the Trustee shall not be obligated to execute any proposed supplements or amendments if the rights, obligations and interests of the Trustee, under this Indenture or otherwise, would be thereby negatively affected, and the Trustee shall not be under any responsibility or liability to the Issuer or to the Bondholder or to anyone whomsoever for its refusal in good faith to enter into any such supplement or amendment if such supplement or amendment is deemed by it to be contrary to the provisions of this Article.

The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Bond Counsel as conclusive evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Indenture, and that it is or is not proper for it, under the provisions of this Article, to join in the execution of such supplement or amendment.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Successors of Issuer. In the event of the dissolution of the Issuer, all the covenants, stipulations, promises and agreements in this Indenture contained, by or on behalf of, or for the benefit of, the Issuer, shall bind or inure to the benefit of the successors of the Issuer from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the Issuer shall be transferred. In the event that the offices of Mayor, City Clerk or City Council shall be abolished or 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 or her office by reason of sickness, absence 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 functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 13.02. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Issuer, the Trustee, the Paying Agent, the Registrar and the Bondholder any right, remedy or claim under or by reason of this Indenture, this Indenture

being intended to be for the sole and exclusive benefit of the Issuer, the Trustee, the Paying Agent, the Registrar and the Bondholder.

Section 13.03. Severability. In case any one or more of the provisions of this Indenture or of the Bond shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or of the Bond, and this Indenture and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 13.04. No Personal Liability of Issuer Officials. No covenant or agreement contained in the Bond or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, alderman, agent or employee of the Issuer in his individual capacity, and no official of the Issuer executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13.05. [RESERVED].

Section 13.06. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Indenture.

Section 13.07. Governing Law. The laws of the State of Arkansas shall govern the construction and enforcement of this Indenture and of the Bond issued hereunder; provided, however, the administration of the trust imposed upon the Trustee by this Indenture and the rights and duties of the Trustee hereunder shall be governed by, and construed in accordance with, the laws of the jurisdiction in which the Trustee has its Principal Office.

Section 13.08. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed (provided such notices, certificates and other communications to the Trustee shall be effective upon receipt by the Trustee) by electronic mail, by facsimile transmission or by first class, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- | | |
|------------------------|--|
| (a) If to the Issuer: | City of Springdale
201 Spring Street
Springdale, AR 72764
Attention: Mayor
Phone: (479) 750-8114
Fax: (479) 750-8559
Email: dsprouse@springdalear.gov |
| (b) If to the Company: | Today's Power, Inc.
7300 Industry Drive
North Little Rock, AR 72117
Attention: General Counsel
Phone: (888) 322-4275
Fax: (866) 731-7816
Email: generalcounsel@todayspower.com |

With a copy to the Bondholder: TPI BondCo, LLC
7300 Industry Drive
North Little Rock, AR 72117
Attention: General Counsel
Phone: (888) 322-4275
Fax: (866) 731-7816
Email: generalcounsel@todayspower.com

(c) If to the Trustee, Registrar
or Paying Agent: Region Bank
400 West Capitol Avenue
Little Rock, AR 72201
Attention: Corporate Trust Department
Phone: (501) [REDACTED]
Fax: (501) [REDACTED]
Email: [REDACTED]

A duplicate copy of each notice, certificate or other communication given hereunder by any of the Issuer, the Trustee or the Company to any one of the others shall also be given to all of the others. The Issuer, the Trustee, the Company, the Registrar and the Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The Mayor and any Authorized Issuer Representative are authorized to effect any approval, consent or direction on behalf of the Issuer under this Indenture, and the Trustee may rely upon any written approval, consent or direction signed by the Mayor or any Authorized Issuer Representative.

All notices, approvals, consents, requests and any communications to the Trustee hereunder or under the Lease Agreement must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If a party chooses to use electronic signatures to sign documents delivered to the Trustee, such party agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 13.09. Holidays. Unless otherwise provided herein, if the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the

nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 13.10. Commencement of Effectiveness. This Indenture shall not create any right of any kind and no right of any kind shall arise hereunder until the Bond is issued.

Section 13.11. Captions. The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

Section 13.12. Electronic Communications. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Indenture and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: a portable document format (“pdf”) or other replicating image attached to an e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Issuer by an Authorized Issuer Representative or the Company by an Authorized Company Representative, as applicable, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer by an Authorized Issuer Representative or the Company by an Authorized Company Representative, as applicable, whenever a person is to be added or deleted from the listing. If the Issuer by an Authorized Issuer Representative or the Company by an Authorized Company Representative, as applicable, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Issuer and the Company understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and the Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Issuer, the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and/or the Company, as applicable. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the methods selected by the Issuer and/or the Company, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Indenture to be executed in their respective names by their duly authorized officers and signatories, all as of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS,
as Issuer

By: _____
Name: Doug Sprouse
Title: Mayor

ATTEST:

By: _____
Name: Denise Pearce
Title: City Clerk

[CITY SIGNATURE PAGE TO TRUST INDENTURE]

REGIONS BANK, as Trustee

By: _____
Name:
Title:

[TRUSTEE SIGNATURE PAGE TO TRUST INDENTURE]

EXHIBIT A
(Form of Bond)

THIS BOND IS SUBJECT TO SIGNIFICANT RESTRICTIONS SET FORTH IN THE INDENTURE, AS DEFINED HEREIN, INCLUDING WITHOUT LIMITATION THE REQUIREMENT THAT THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE, AND NOT IN PART, AND THAT EACH PURCHASER HEREOF MUST DELIVER AN INVESTOR LETTER IN THE FORM SET FORTH AS EXHIBIT B TO THE INDENTURE.

REGISTERED

REGISTERED

No. R22-1

NOT TO EXCEED
\$10,200,000
[See Schedule A]

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF SPRINGDALE, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(TODAY'S POWER, INC. SOLAR PROJECT)
SERIES 2022

Interest Rate: 3.50%

Maturity Date: December 1, 2042

Dated Date: December 1, 2022

Registered Owner: TPI BondCo, LLC

Principal Amount: NOT TO EXCEED \$10,200,000 (See Schedule A) Dollars

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, Arkansas, (the "Issuer"), for value received, hereby promises to pay, but solely from the sources as hereinafter provided and not otherwise, to the Registered Owner shown above, or registered assigns, upon the presentation and surrender hereof at the Principal Office of Regions Bank, or its successor or successors (the "Paying Agent"), on the Maturity Date shown above, such portion of the principal amount shown above as shall have been advanced to the Issuer as reflected by the Schedule of Draws and Redemptions maintained by the Trustee (hereinafter defined) in the form of Schedule A hereto (and as may be confirmed by the Trustee on such attached Schedule A), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay to the Registered Owner hereof interest thereon, but solely from the sources as hereinafter provided and not otherwise, in like coin or currency from the Dated Date hereof or from the most recent payment date to which interest has been paid or duly provided for at the Interest Rate per annum shown above, payable on December 1, 2023 and annually on each December 1 thereafter until

payment of such principal sum or, if this Bond or a portion thereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this Bond; provided, however, that the installments of interest and principal payable on payment dates shall be applied first to interest at the interest rate set forth above upon the principal sum or so much thereof as from time to time remains unpaid and the balance thereof shall be applied to principal. Payment of each installment of interest shall be by check or draft drawn on the Paying Agent and mailed to the Person in whose name this Bond is registered on the registration books of the Issuer maintained by the Registrar, Regions Bank, at the close of business on the fifteenth day of the month (whether or not a Business Day) next preceding each payment date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to or on such payment date. Notwithstanding the foregoing, so long as this Bond is owned in whole by an Affiliate of the Company (as defined in the Indenture), all payments of principal of or interest hereon, whether on a payment date or upon maturity or redemption will be made directly by the Company to the Registered Owner on the due date (by means of net settlement through entries made on the books of the Company and Registered Owner) unless and until the Company notifies the Trustee of its intent to do otherwise.

This Bond constitutes the City of Springdale, Arkansas Taxable Industrial Development Revenue Bond (Today's Power, Inc. Solar Project), Series 2022, aggregating not to exceed \$10,200,000 in principal amount (the "Bond"), issued for the purpose of financing the costs of acquiring and equipping certain industrial facilities for use in the electric generation, storage and sales business (the "Project") to be leased to and operated by Today's Power, Inc., an Arkansas corporation (the "Company").

The Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Arkansas Code Annotated Section 14-164-201 *et seq.*, as amended (the "Act"), and pursuant to an Ordinance of the Issuer, duly adopted and approved on November [REDACTED], 2022. The Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation. The Bond is not a general obligation of the Issuer but is a special obligation payable solely from the revenues derived under the Lease Agreement dated as of December [REDACTED], 2022 (the "Lease Agreement"), between the Issuer and the Company. The Bond is secured pursuant to a Trust Indenture dated as of December [REDACTED], 2022 (the "Indenture"), between the Issuer and Regions Bank, as trustee (the "Trustee"). Reference is hereby made to the Indenture for a detailed statement of the terms and conditions upon which the Bond is issued, the nature and extent of the security for the Bond, and the rights and obligations of the Issuer, the Trustee, the Paying Agent, the Registrar and the Registered Owner of the Bond. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bond is subject to redemption at the option of the Company, communicated in a written notice to the Issuer and the Trustee, in whole or in part on any date, at a redemption price equal to the principal amount of the Bond being redeemed, plus interest due thereon to the date of redemption.

In the case of redemption of the Bond, the Trustee shall give notice by, if an Affiliate of the Company is the only Bondholder, facsimile transmission to a facsimile number provided to the

Trustee by the Company, or by first-class mail, in the name of the Issuer, of the redemption of the Bond, which notice shall (i) specify the principal amount of the Bond to be redeemed, the redemption date, the redemption price, the location at which the Bond is to be surrendered for payment, and (ii) state that on the redemption date the principal amount of the Bond to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption.

Notice of redemption shall be given not less than five (5) days prior to the redemption date unless a shorter period of time is agreed to in writing by the Registered Owner of the Bond to be redeemed. Notice of redemption shall be effective upon confirmed transmission in the case of a facsimile notice, and with respect to mailed notices, upon deposit in the U.S. mails, with sufficient postage affixed, regardless of whether such notice is received.

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney in fact duly authorized in writing at the Principal Office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon the request of any holder or transferee of this Bond, and surrender of the affected Bond, a new fully registered Bond for the same aggregate principal amount will be issued in exchange therefor. This Bond is issued with the intent that the laws of the State of Arkansas shall govern its construction. NOTWITHSTANDING ANYTHING IN THIS BOND OR THE INDENTURE TO THE CONTRARY, THIS BOND MAY BE TRANSFERRED ONLY AS A WHOLE AND ONLY TO A PERSON OR ENTITY WHICH HAS EXECUTED AN INVESTOR LETTER PRIOR TO SUCH TRANSFER IN THE FORM ATTACHED TO THE INDENTURE AS EXHIBIT B.

The Issuer, the Trustee, the Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute Owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and no notice to the contrary shall be of any effect.

The Bond is issuable only as a single fully registered 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 the Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Bond, together with all obligations of the Issuer, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and interest on the Bond as the same becomes due and payable will be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this Bond to be executed by its Mayor and City Clerk, by their manual or facsimile signatures duly authorized, and its corporate seal to be affixed or imprinted on this Bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

(SEAL)

ATTEST:

By: _____
Mayor

By: _____
City Clerk

Dated: December , 2022

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond constitutes the Bond issued under the provisions of the within-mentioned Indenture.

REGIONS BANK, Trustee

By: _____
Authorized Officer

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, _____ (“Transferor”) hereby sells, assigns and transfers unto _____

Social Security or other identifying number: _____
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 firm of a national securities exchange. Notarized or witnessed signatures are not acceptable.

NOTICE: The Signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

SCHEDULE A

SCHEDULE OF DRAWS AND REDEMPTIONS

Date of Draw/Redemption	Amount of Draw	Cumulative Principal Amount Drawn	Amount of Redemption	Cumulative Outstanding Principal Amount
December , 2022	\$ _____	\$ _____	\$ -	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EXHIBIT B
FORM OF INVESTOR LETTER

[PREPARED ON LETTERHEAD OF BOND PURCHASER]

December [REDACTED], 2022

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

City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764
Attn.: Mayor

Regions Bank
400 West Capitol Avenue
Little Rock, AR 72201
Attention: Corporate Trust Department

Today's Power, Inc.
7300 Industry Drive
North Little Rock, AR 72117
Attention: General Counsel

Not to Exceed \$10,200,000
City of Springdale, Arkansas
Taxable Industrial Development Revenue Bond
(Today's Power, Inc. Solar Project)
Series 2022

Ladies and Gentlemen:

In connection with the purchase by us of the above-described bond (the "Bond"), we hereby certify as follows:

1. We understand that we will not receive from the City of Springdale, Arkansas (the "Issuer"), Today's Power, Inc. (the "Company"), Regions Bank (the "Trustee"), their governing bodies, their members or any of their officers, employees or agents or Kutak Rock LLP ("Bond Counsel") any information with respect to the use of the proceeds of the Bond and the Project, as defined in the Trust Indenture dated as of December [REDACTED], 2022 (the "Indenture"), the Bond itself, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except (a) in the documentation executed in connection with the issuance of the

Bond, copies of which have been provided to us and reviewed by us prior to our purchase of the Bond (the “Bond Documents”), and (b) as has been specifically requested by us from the Company and which has been provided to us and reviewed by us prior to our purchase of the Bond (the “Additional Information”).

2. Neither the Issuer, the Company, the Trustee, their governing bodies, their members nor any of their officers, employees or agents nor Bond Counsel will have any responsibility to us for the accuracy or completeness of information obtained by us from any source regarding the Project, the Issuer, the Company or its assets, business, circumstances, financial condition and properties, or regarding the Bond, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Bond Documents. We acknowledge that, as between us and all of such parties: (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to purchase the Bond, and (b) the Bond Documents and the Additional Information constitute all the information and, with the investigation made by us (including specifically our investigation of the Company and the Project) prior to our purchase of the Bond, review that we have deemed necessary or desirable in connection with our decision to purchase the Bond.

3. We have been offered copies of or full access to all documents relating to the issuance of the Bond and all records, reports, financial statements and other information concerning the Issuer, the Company and the Project and pertinent to the source of payment for the Bond which we, as a reasonable investor, have requested and to which we, as a reasonable investor, would attach significance in making investment decisions. We have been afforded the opportunity to ask such questions of representatives of the Company as we have deemed necessary in making our investment decisions; and we have based our decision to invest in the Bond solely on our own investigation, including, without limitation, our review of such documents, records, reports, financial statements and other information concerning the Company and the Project and discussions with representatives of the Company.

4. We are either (a) an “affiliate” (as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) of the Company, (b) a bank, registered investment company, insurance company or other “accredited investor” (as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission), or (c) described in paragraph 5. If described in this paragraph 4, we are duly and validly organized under the laws of our jurisdiction of incorporation or organization, and we can bear the economic risk of the purchase of the Bond and have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bond on the basis of the information and review described in paragraph 2. If I am a natural person described in this paragraph 4: (i) I have a net worth, or joint net worth with my spouse, of at least \$ 1,000,000, or (ii) I had an individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If not described in paragraph 4, we are a registered investment advisor purchasing the Bond for inclusion in the portfolio of a registered investment company advised by us and over whose transactions we have discretionary power. If described in this paragraph 5, we have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bond on the basis of the information and review described in paragraph 2, and the investment company for which we are purchasing the Bond is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bond.

6. The Bond has been purchased for our own account for investment and not with a view to the distribution, transfer or resale thereof, provided that the disposition of the Bond shall at all times be within our sole control.

7. We are duly and legally authorized to purchase obligations such as the Bond.

8. We have not and will not rely on any action taken by the Issuer of the Bond, including, but not limited to, issuance of the Bond, as evidence that the Bond or the Project financed with the proceeds of the Bond comply with the provisions of any legislation.

9. We understand that the Bond has not been registered with any federal or state securities agency or commission.

10. We have satisfied ourselves that the Bond is a lawful investment for this organization under all application laws.

11. We have carefully read the Bond Documents and the Additional Information in their entirety and understand the risks described therein and understand and acknowledge that there may exist other risks with respect to the Bond that are not described therein.

12. We acknowledge that no credit rating has been sought or obtained with respect to the Bond, and we acknowledge that the Bond is a speculative investment and that there is a high degree of risk in such investment.

13. We acknowledge that we have read the form of approving opinion of Bond Counsel regarding the Bond.

TPI BONDCO, LLC,
Bond Purchaser

By: _____
Name: Derek Dyson
Title: Manager

EXHIBIT C
FORM OF DRAW CERTIFICATE

[date of draw]

Not to Exceed \$10,200,000
City of Springdale, Arkansas
Taxable Industrial Development Revenue Bond
(Today's Power, Inc. Solar Project)
Series 2022

Regions Bank, as trustee
400 West Capitol Avenue
Little Rock, AR 72201
Attention: Corporate Trust Department

Ladies and Gentlemen:

The undersigned, an Authorized Company Representative, as defined in the Trust Indenture dated as of December , 2022 (the "Indenture"), between the City of Springdale, Arkansas (the "Issuer"), and Regions Bank, as trustee (the "Trustee"), providing for the issuance of the captioned bond (the "Bond"), hereby certifies and requests as follows:

1. Pursuant to this Draw Certificate (as defined in the Indenture), Today's Power, Inc. (the "Company") requests a draw under the Bond on the date hereof in the amount of \$ _____ (the "Draw").
2. The Draw shall be utilized to reimburse the Company for the payment of Project Costs or Costs of Issuance (as defined in the Indenture).
3. The requested amount of this Draw, when added to the amount of all prior Draws under the Indenture, does not exceed \$10,200,000.
4. The undersigned has examined the provisions of the Indenture and the Lease Agreement dated as of December , 2022 (the "Lease Agreement"), between the Issuer, as lessor thereunder, and the Company, as lessee thereunder, relating to draws under the Bond, and hereby certifies that the Company has complied with all conditions to the effectiveness of the Draw.
5. To the knowledge of the undersigned, as of the date hereof, there is no uncured default under the Lease Agreement or the Indenture.
6. The undersigned acknowledges that the amount of the Draws to be made by the Company pursuant to Section 5.01 of the Indenture are intended to be contemporaneously funded from time to time through purchases of the Bond by the Original Purchaser (as defined in the Indenture) or its successor. Such purchases may be made by wire transfer of federal funds equal to the applicable purchase price to the Company or by means of net settlement through entries made on the books of the Company and the Original Purchaser.

Contemporaneous notice shall be given to the Trustee of all amounts transferred to the Company by the Original Purchaser for the purchase of the Bond.

7. The Trustee is requested to make appropriate notation of the Draw on Schedule A of the Bond.

[TO BE INCLUDED WITH FINAL DRAW] [8. As required pursuant to Section 4.3 of the Lease Agreement, you are hereby notified that completion of the Project has occurred and that (i) acquisition and equipping of the Project has been completed and all costs of labor, services, materials and supplies used in such acquisition and equipping have been paid, (ii) all equipment for the Project has been acquired and installed to the Lessee's satisfaction and all costs and expenses incurred in the acquisition and installation of such equipment have been paid, and (iii) all other facilities necessary in connection with the Project have been acquired and equipped and all costs and expenses incurred in connection therewith have been paid. This notification is given without prejudice to any rights against third parties of the Company or any related party that exists as of the date hereof or which may subsequently come into being.]

TODAY'S POWER, INC.

By: _____
Name:
Title:

APPROVED BY:

TPI BONDCO, LLC, as Original Purchaser

By: _____
Name:
Title:

Receipt of the foregoing is acknowledged by the undersigned:

REGIONS BANK, as Trustee

By: _____
Name:
Title:

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

PROPERTY OWNER: Alston & Morrison Properties LLC

LEGAL DESCRIPTION: 32.8 feet of equal width off the East side of Lot Three (3); all of Lots Four (4), Five (5) and Six (6); and eighty-four (84) feet of equal width off the North side of Lot Eight (8) in Block 4 of Western Oaks Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

LAYMAN'S DESCRIPTION: 800 Henryetta Street

PARCEL NUMBER: 815-26570-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$352.16 clean-up costs and \$7.53 administrative costs - \$359.69 (Parcel No. 815-26570-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$359.69 plus 10% for collection – 800 Henryetta Street (Parcel No. 815-26570-000)

Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 20____.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

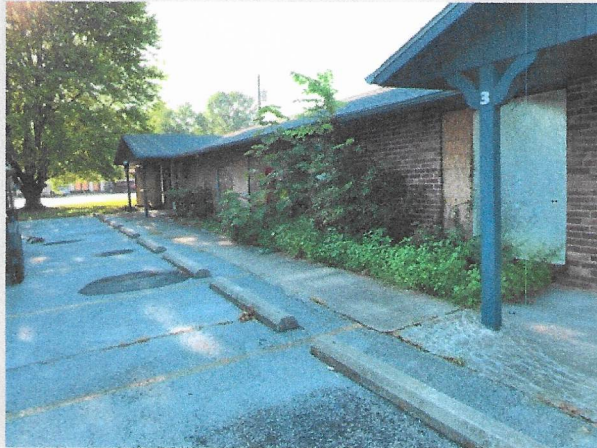


Ernest B. Cate, CITY ATTORNEY



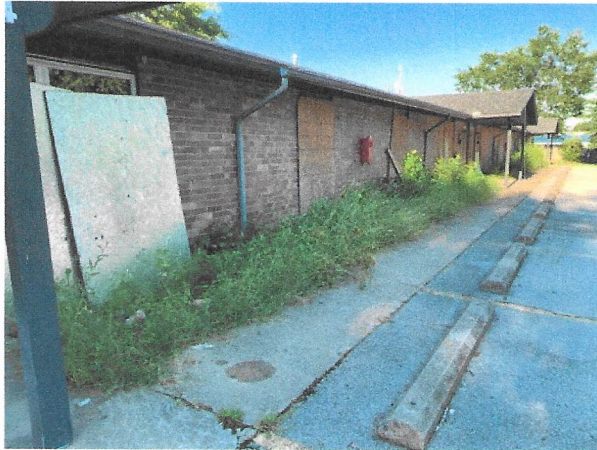
CITY ABATEMENT-2022 - Friday, August 19, 2022 8:24:42 AM (Ricardo)

User Name	Ricardo
User #	4792634217
Form Started	8/19/2022 8:24:42 AM
Form Submitted	8/19/2022 8:59:29 AM
Property Address	800 Henryetta
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, August 19, 2022 8:24:00 AM
Officer on Site-	R. Calderon
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	755 Grasshopper,743 Kubota,6021 Service Truck-Landscaping
755 Grasshopper	\$55.00
743 Kubota	\$65.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	1
Temporary Labor Rate Recovery	24.00
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00
Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	352.16
Items Removed from Property	None

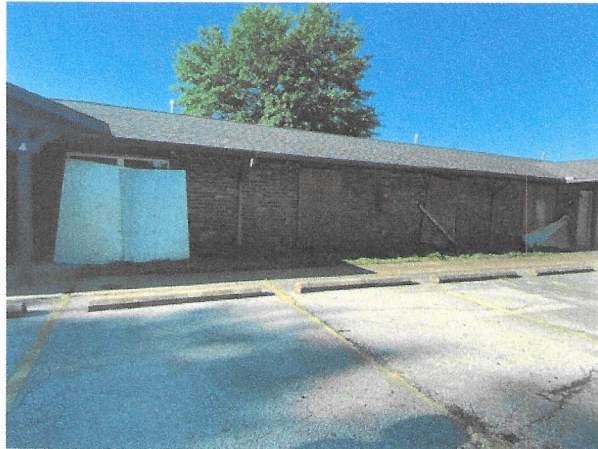
Final Photos

Attached Data



Final Photos

Attached Data



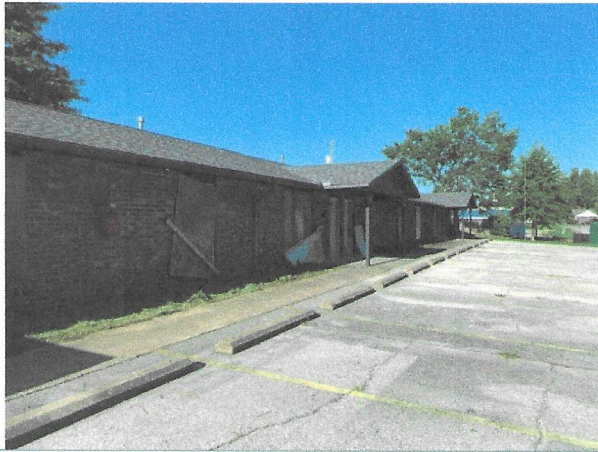
Final Photos

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Final Photos

Attached Data

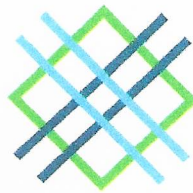


Ernest B. Cate
City Attorney
ecate@springdalear.gov

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Senior Deputy City Attorney
tsamples@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

September 21, 2022

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Alston & Morrison Properties LLC
218 Ridgefield Street
Bentonville, AR 72712

RE: Notice of clean-up lien on property located at 800 Henryetta Street, Springdale, Washington County, Arkansas, Tax Parcel No. 815-26570-000

Dear Property Owner/Lienholder:

On August 4, 12 and 15 2022, notice was posted on property located at 800 Henryetta Street Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 9, 2022, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about August 19, 2022. As of this date, the total costs incurred by the City of Springdale to clean this property are \$352.16. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 21, 2022, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, November 8, 2022, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$359.69, which includes \$352.16 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Alston & Morrison Properties LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

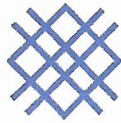
If you should have any questions, please let me know.

Sincerely,

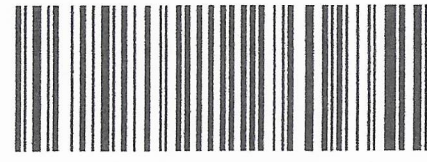
A handwritten signature in blue ink, appearing to read 'E. B. Cate', is positioned above the printed name.

Ernest B. Cate
City Attorney

Enclosures
EBC:dp



CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764



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US POSTAGE PAID BY THE POSTAL SERVICE
ZIP 72703 \$ 008.06⁰
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Alston & Morrison Properties LLC
218 Ridgefield Street
Bentonville, AR 72712

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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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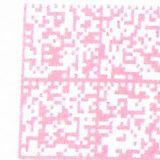
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CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764

PRESORTED
FIRST CLASS



US POSTAGE PAID BY THE POSTAL SERVICE
ZIP 72703 \$ 000.52⁰
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Alston & Morrison Properties LLC
218 Ridgefield Street
Bentonville, AR 72712

NIXIE 722 FB 1270 0009/30/22

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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The City Council of the City of Springdale met in regular session on Tuesday, October 25, 2022, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Williams	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1 (Absent)
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Colby Fulfer	Chief of Staff
Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Building Official
John Oliver	Neighborhood Services
James Smith	Public Works Director
Ben Peters	Engineering Director
Chad Wolf	Parks & Recreation Director

PUBLIC COMMENTS

Lisa Parks who is running for State Senate 31 introduced herself to City Council. She commended the City of Springdale for the work being done in Downtown Springdale.

APPROVAL OF MINUTES

Council Member Williams moved the minutes of the October 11, 2022 City Council meeting be approved as presented. Council Member Harriman made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Harriman made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Fougrousse made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Bailey, Harriman, Fougrousse

No: None

RESOLUTION NO. 123-22 – MAKING THE REAPPOINTMENT OF CAT PETERS TO THE SPRINGDALE LIBRARY BOARD

Mayor Doug Sprouse presented a Resolution reappointing Cat Peters to the Springdale Library Board.

RESOLUTION NO. ____

**A RESOLUTION MAKING A REAPPOINTMENT TO THE
SPRINGDALE LIBRARY BOARD**

WHEREAS, Cat Peters currently serves on the Springdale Library Board with a term set to expire on December 31, 2022, and

WHEREAS, Arkansas Code 13-2-502, provides for appointments to the Library Board by the Mayor with the approval of the City Council, and

WHEREAS, Cat Peters has indicated a desire and willingness to continue serving on the Library Board of the City of Springdale; and

WHEREAS, upon the recommendation of the Library Board of the City of Springdale, the Mayor recommends Cat Peters be reappointed to the Springdale Library board with a term expiring on December 31, 2027; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Cat Peters is hereby reappointed to the Springdale Library Board with a term expiring on December 31, 2027.

PASSED AND APPROVED this ____ day of October, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Bailey moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Williams, Watson, Overton, Bailey, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 123-22.

**RESOLUTION NO. 124-22 – AUTHORIZING THE EXECUTION OF A CONTRACT
FOR THE REHABILITATION OF THE RITTER-MCDONALD LOG CABIN AT THE
SHILOH MUSEUM**

Council Member Jeff Watson presented a Resolution authorizing the execution of a contract for the rehabilitation of the Ritter-McDonald Log Cabin at the Shiloh Museum.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR THE REHABILITATION OF THE RITTER-
MCDONALD LOG CABIN AT THE SHILOH MUSEUM**

WHEREAS, the Shiloh Museum Board desires to make repairs to the 1850s era Ritter-McDonald log cabin located on the museum property ("the Project");

WHEREAS, on December 14, 2021, the Springdale City Council passed Resolution No. 158-21, which authorized the execution of a contract for Architect Services in connection with the Project;

WHEREAS, on September 27, 2022, the Springdale City Council passed Resolution No. 98-22, recognizing the historical significance of the Log Cabin, recognizing the importance of maintaining the integrity, safety, and longevity of the Log Cabin, and therefore expressed its support for the Project;

WHEREAS, the competitive bidding process provided by Arkansas law was utilized by the Shiloh Museum to obtain bids for the Project; and

WHEREAS, the lowest responsible bidder for the Project was River Ridge Builders, Inc., in the amount of \$140,000.00, and is recommended by the Architect on the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS THAT the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with River Ridge Builders, Inc., for the rehabilitation of the Ritter-McDonald Log Cabin at the Shiloh Museum in an amount not to exceed \$140,000.00, to be paid by the Shiloh Museum Board.

PASSED AND APPROVED this ____ day of OCTOBER, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Overton moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Watson, Overton, Bailey, Harriman, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 124-22.

RESOLUTION NO. 125-22 – WAIVING COMPETITIVE BIDDING AND
AUTHORIZING THE PURCHASE OF GYM FLOORING FOR THE PARKS AND
RECREATION DEPARTMENT

Council Member Amelia Williams presented a Resolution waiving competitive bidding and authorizing the purchase of gym flooring from Gym Masters Basketball Courts, for an amount not to exceed \$89,950.00.

RESOLUTION NO. ____

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND
AUTHORIZING THE PURCHASE OF GYM FLOORING**

WHEREAS, the Parks and Recreation Department has had extensive water damage to the gym flooring on one of the basketball courts, and

WHEREAS, the Parks and Recreation Department maintains a high demand for basketball court space, and

WHEREAS, the damage to the flooring disrupts the ability for individuals to use the court space and for the Parks and Recreation Center to rent the basketball court for practices and training, and

WHEREAS, the flooring is available on the Arkansas buy board which allows the governing body to waive competitive bidding, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council finds that due to the complexity and variations in this kind of equipment competitive bidding is not feasible or practical in the purchase of gym flooring and competitive bidding on the purchase of gym flooring from Gym Masters Basketball Courts, is hereby waived for an amount not to exceed \$89,950.00 and the Mayor is hereby authorized to execute any contracts related to the purchase.

PASSED AND APPROVED this ____ day of October, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Overton, Bailey, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Resolution was numbered 125-22.

APPEAL BY GEORGE’S INC. AND GEORGE FARMS INC. ON A DECISION BY PLANNING COMMISSION TO APPROVE A CELL TOWER ON PROPERTY OWNED BY SL PATTON INVESTMENTS LLC

City Attorney Ernest Cate explained that Planning Commission approved a Large Scale Development at their September 6, 2022 meeting for Patton Industrial Park which included a self-supporting tower, a monopole, use unit 33, which is a permitted use in an I-2 zone.

Mr. Cate said Article 2, Section 13, the city ordinance does provide for any party who is aggrieved by a site plan review can appeal to the City Council. That is why this item is on the agenda tonight.

Jason Boyeskie, Attorney with The Law Group of Northwest Arkansas, presented the following appeal letter on behalf of George’s Inc. and George Farms Inc. on a decision

made by the Planning Commission on September 6, 2022 regarding a large scale development for property located at 2063 Long Street.



Gary V. Weeks¹
K.C. Duppe Tucker, L.L.M. Agricultural Law²
Kristy E. Boehler, L.L.M. Agricultural & Food Law^{3,4}
Sheila A. Cole⁵
Hannah Carr, L.L.M. Agricultural & Food Law⁶
Jason Boyeskie⁷
Holly Shattuck
Sarah Catherine Copper
Wm. Marshall Hubbard

¹ Also Licensed in Missouri
² Also Licensed in Oklahoma
³ Also Licensed in Tennessee
⁴ Also Licensed in Virginia
⁵ Also Licensed in Maryland
⁶ Of Counsel

October 4, 2022

RE: Large Scale Development L22-48
Patton Industrial Park
2063 Long Street

Denise Pearce, City Clerk
dpearce@springdalear.gov

Patsy Christie, Director
Community Planning &
Development
pchristie@springdalear.gov

Ernest Cate, City Attorney
ecate@springdalear.gov

Dear Ms. Pearce, Ms. Christie, and Mr. Cate:

My name is Jason Boyeskie. I and my firm, The Law Group of Northwest Arkansas, previously appeared before the Planning Commission at its meeting of September 6, 2022, representing two (2) Springdale property owners: George's, Inc. and George Farms, Inc. We also represent SBA Towers IX, LLC, which leases property from Newwoods, Inc. d/b/a ABC Block Company, Inc. and has installed an existing Two Hundred Feet tall (200') cell tower at 2202 Arkhola Drive in Springdale. That tower is a colocation facility with several tenants, including AT&T.

On that evening, the Planning Commission considered agenda item L22-48, the application of applicant Tillman Infrastructure and property-owner SL Patton Investments, LLC ("Patton") to allow for the installation of a One Hundred Eighty-Five Feet tall (185') cell tower at 2063 Long Street in Springdale. The application was approved that evening by a vote of 4 to 3. Pursuant to Article 2, Section 13(h) of the Zoning Ordinance, please let this letter serve as notice of appeal of that decision by the Planning Commission.

We appeal this decision based on the following grounds, all based on violations of the Comprehensive Land Use Plan for the City of Springdale:

- The proposed tower violates the General Land Use Goal that encourages land uses that are compatible and result in a balanced efficient overall development pattern, and its underlying Policy that land uses should be arranged to minimize situations in which development on certain properties detracts from the enjoyment and value of surrounding and nearby properties;
- The proposed tower violates the General Land Use Goal of enhancing the visual quality of Springdale; and

Telephone | 479-316-3760 1830 Shelby Lane, Fayetteville, Arkansas 72704 Facsimile | 844-325-6603

City Council Appeal
October 4, 2022

- The proposed tower violates the Industrial Land Use Goal of insulating industrial sites from other activities by providing sufficient buffers to reduce nuisance and hazard exposure to surrounding non-industrial areas; and its policy to develop and implement design and performance standards that encourage safe, convenient, and attractive industrial areas with screening and horizontal separation between industrial and residential uses and all loading and unloading operations located off street.

These goals, objectives, and policies reflect a city plan that desires clean, efficient, and attractive design when it comes to land use. An installation of a new tower, less than an eighth of a mile from an existing tower, runs contrary to those goals, objectives, and policies. Two towers in such immediate proximity to one another would provide no tangible benefit to the city of Springdale or its residents but would certainly detract from the enjoyment and value of surrounding properties who would have yet another cell phone tower in their immediate visage. Approval of the Patton tower would put another tower that much closer to the downtown area of Springdale, which has its own special land use plans.

I would respectfully request that this matter be placed on the agenda of the City Council for consideration. If you could please provide the date to me that the City Council will hear this appeal, I would appreciate it. Likewise, if you have any questions or if there are issues with this appeal, please contact me at your earliest convenience. You may reach me by phone at (479) 316-3760 or email at jason.boyeskie@lawgroupnwa.com. Thank you in advance for your cooperation in this matter.

Sincerely,
The Law Group of Northwest Arkansas LLP


Jason Boyeskie

Mr. Boyeskie asked that this tower not be allowed for the reasons stated in his letter.

Greg Farris said they have met the criteria required for this Large Scale Development and asked that City Council follow the city code and uphold the Planning Commission decision.

After discussion, Council Member Williams made the motion to deny the appeal and uphold the Planning Commission decision. Council Member Fougrousse made the second.

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

Council Members discussed how they would like Planning Director Patsy Christie to research other cities on their requirements for towers and send back to the ordinance committee to review.

ORDINANCE NO. 5775 – REZONING 11.33 ACRES OWNED BY LOCATED AT 3607 MCRA Y AVENUE FROM A-1 TO C-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 11.33 acres owned by Mathias Shopping Centers located at 3607 McRay Avenue, from A-1 to C-2 and declaring an emergency.

A public hearing was held at Planning Commission.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Bailey made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Bailey

No: None

Council Member Harriman moved the Emergency Clause be adopted. Council Member Williams made the second.

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Bailey, Harriman

No: None

The Ordinance was numbered 5775.

ORDINANCE NO. 5776 – REZONING 23.09 ACRES OWNED BY SAM’S REAL ESTATE BUSINESS TRUST, LOCATED EAST OF GENE GEORGE BOULEVARD, SOUTH OF MEMBERS LANE, FROM C-5 TO MF-24, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 23.09 acres owned by Sam’s Real Estate Business Trust, located east of Gene George Boulevard, south of Members Lane, from C-5 to MF-24, and declaring an emergency.

A public hearing was held at Planning Commission.

After reading the title of the Ordinance, Council Member Williams moved the Ordinance “Do Pass”. Council Member Overton made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Bailey, Harriman, Fougrousse

No: None

Council Member Harriman moved the Emergency Clause be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Williams, Watson, Overton, Bailey, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5776.

ORDINANCE NO. 5777 – REZONING 3.03 ACRES OWNED BY FT. WORTH PARTNERS, LLC, LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HIGHWAY 412 (E. ROBINSON ROAD) AND HIGHWAY 265 (S. OLD MISSOURI ROAD), FROM I-1 AND C-2 TO C-5

Planning Director Patsy Christie presented an Ordinance rezoning 3.03 acres owned by Ft. Worth Partners, LLC, located at the southwest corner of the intersection of Highway 412 (E. Robinson Road) and Highway 265 (S. Old Missouri Road), from I-1 and C-2 to C-5.

A public hearing was held at Planning Commission.

Brian Marsh, President and CEO of Goodwill Industries, said they are proposing to put in a The Excel Center, a trade school, at this location which will educate adults in the city.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Williams made the second.

The vote:

Yes: Watson, Overton, Bailey, Harriman, Fougrousse, Powell, Williams

No: None

Council Member Harriman moved the Emergency Clause be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Overton, Bailey, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5777.

ORDINANCE NO. 5778 – REZONING 23 ACRES OWNED BY JERRY C. VAUGHN TRUST, LOCATED AT 274 S. 48TH STREET, FROM A-1 TO MF-24, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 23 acres owned by Jerry C. Vaughn Trust, located at 274 S. 48th Street, from A-1 to MF-24, and declaring an emergency.

A public hearing was held at Planning Commission.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Williams made the second.

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

Council Member Harriman moved the Emergency Clause be adopted. Council Member Williams made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Bailey

No: None

The Ordinance was numbered 5778.

RESOLUTION NO. 126-22 – APPROVING A CONDITIONAL USE APPEAL BY GROW FOR IT THERAPY SERVICES FOR A USE UNIT 45 (HEALTH CARE CLINIC) LOCATED AT 2307 TURNER STREET, ZONED SF-2

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Grow For It Therapy Services for a Use Unit 45 (Health Care Clinic) located at 2307 Turner Street, zoned SF-2.

A public hearing was held at Planning Commission.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR GROW FOR IT THERAPY SERVICES AT 2307 TURNER STREET AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on October 4, 2022, on a request by Grow For It Therapy Services for a Use Unit 45 (Health Care Clinic) in a Low/Medium Density Single Family Residential District (SF-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to with the following conditions: Access must be paved, refuse and service areas must be shown on site plan, exact location of sign needs to be shown on site plan.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to with the following conditions: Access must be paved, refuse and service areas must be shown on site plan, exact location of sign needs to be shown on site plan.

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Bailey, Harriman

No: None

The Resolution was numbered 126-22.

PROPOSED ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 983 W. SUNSET AVENUE, SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

At the request of City Attorney Ernest Cate, Council Member Watson made the motion to table this ordinance to the December 13, 2022 City Council meeting. Council Member Overton made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Bailey, Harriman, Fougrousse

No: None

ORDINANCE NO. 5779 – AMENDING ORDINANCE NO. 5749 (ACCEPTING THE FINAL PLAT OF HYLTON PLACE SUBDIVISION, PHASE II, TO THE CITY OF SPRINGDALE, ARKANSAS) TO CORRECT A SCRIVENER’S ERROR

City Attorney Ernest Cate presented an Ordinance amending Ordinance No. 5749 (accepting the Final Plat of Hylton Place Subdivision, Phase II, to the City of Springdale, Arkansas) to correct a scrivener’s error and declaring an er

City Council passed Ordinance No. 5749 on August 9, 2022, which accepted the Final Plat of Hylton Place Subdivision Phase 2. The Final Plat accepted by Ordinance No. 5749 contained a scrivener's error as it related to a street name and needs to be corrected.

After reading the title of the Ordinance, Council Member Williams moved the Ordinance “Do Pass”. Council Member Harriman made the second.

The vote:

Yes: Watson, Overton, Bailey, Harriman, Fougrousse, Powell, Williams

No: None

Council Member Harriman moved the Emergency Clause be adopted. Council Member Williams made the second.

The vote:

Yes: Overton, Bailey, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5779.

BUDGET MEETING

Colby Fulfer has provided a spreadsheet to council regarding increasing police pay and adding longevity pay. This will be presented at the next committee meeting on Wednesday, November 2, 2022.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Watson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:49 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer