

- **The next City Council Committee Meeting will be held on Monday, March 17th, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, March 11th, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Brian Powell

1. Call to Order – Mayor Doug Sprouse

2. Roll Call –Anna McKinney

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, February 25th, 2025.** Pgs. 98-111

6. **Public Hearing** on a Petition to Vacate a Portion of a Utility Easement.

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)* **9A-B, 12, 13, and 15** (*Motion must be approved by two-thirds (2/3) of the council members*)

8. Appointments and Reappointments

A. **A Resolution** making an appointment to the Springdale Library Board. Pgs. 1-10

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

A. **An Ordinance** amending Ordinance no. 3307, the same being the zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-09) certain lands located at the NE corner of Wagon Wheel Road & Robins Road from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and Declaring an Emergency. (Tabled from 2/25/25 meeting) Pgs. 11-17

B. **An Ordinance** accepting the Final Plat (FP25-02) of Lane Estates, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 18-22

10. **An Appeal** of the Planning Commission's denial of a variance request (B25-09) for reduction of front setbacks on lots A29, C9, C15, C27, D18, D24, F3, & F9 in a Manufactured Home Park District (MHP) at 1901 West Shady Grove. Pgs. 23-39

11. Finance Committee by Chairman Jeff Watson – All Item(s) forwarded from Committee with recommendation for approval.

A. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid funds for the following project: Springdale Smart Schools Connections. Presented by Ben Peters, Engineering Director. Pgs. 40-42

B. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid funds for the following project: 40th Street Side Path Extension. Presented by Ben Peters, Engineering Director. Pgs. 43-45

C. **A Resolution** authorizing the execution of a relocation agreement with Black Hills Energy for Don Tyson Parkway Extension,

Project No. 23BPS2. Presented by Ben Peters, Engineering Director. Pgs. 46-50

D. A Resolution expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid Funds for the following project: 040848 – Gene George South, Phase 2. Presented by Ben Peters, Engineering Director. Pgs. 51-52

E. A Resolution authorizing the execution of a Relocation Agreement with Black Hills Energy for Gene George Boulevard South Extension. Presented by Ben Peters, Engineering Director. Pgs. 53-57

F. A Resolution authorizing the execution of a relocation agreement with Ozarks Electric Cooperative for Don Tyson Parkway Extension, Project No. 23BPS2. Presented by Ben Peters, Engineering Director. Pgs. 58-61

12. **An Ordinance** authorizing the issuance and sale of Water & Sewer Revenue Bonds. Presented by, Heath Ward. Pgs. 62-85

13. **An Ordinance** vacating and abandoning a portion of a Utility Easement, pursuant to Ark. Code Ann. §14-301-301, et seq., declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 86-88

14. **A Resolution** setting a hearing date on a petition to vacate a portion of Success Avenue. Presented by Ernest Cate, City Attorney. Pgs. 89-90

15. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on a property located within the City of Springdale, Arkansas and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 91-97

16. Comments from Council Members.

17. Comments from City Attorney.

18. Comments from Mayor

19. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT TO
THE SPRINGDALE LIBRARY BOARD**

WHEREAS, the Springdale Library Board currently has a vacant seat, and

WHEREAS, after interviews with several applicants and careful consideration, the Board has recommended the appointment of Mara Whiteside to the Springdale Library Board for a full term, 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, upon recommendation of the Library Board of the City of Springdale, the Mayor recommends the appointment of Mara Whiteside to the Springdale Library Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Mara Whiteside is hereby appointed to the Springdale Library Board, with a term set to expire on December 31, 2030.

PASSED AND APPROVED this 11th day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Mara Whiteside, Ph. D.
Licensed Psychologist 17-24P
Nationally Certified School Psychologist
mwhiteside@uams.edu
Office: (479) 750-0125 ext. 65416
Cell: (479) 426-1703

CURRENT POSITION

Assistant Professor , University of Arkansas for Medical Sciences College of Medicine Department of Pediatrics Schmieding Developmental Center 2575 S. Gene George Blvd. Ste. 100 Springdale, AR 72762	01/2019 – present
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EDUCATION

Doctorate of Philosophy in School Psychology University of Central Arkansas, Conway, AR (American Psychological Association [APA] Accredited, National Association of School Psychologists [NASP] Approved) <i>Doctoral dissertation: The effect of graphic novel supplements on reading comprehension and motivation in secondary students</i>	08/2010 – 12/2015
Master of Science in School Psychology University of Central Arkansas, Conway, AR (NASP Approved)	08/2010 – 12/2011
Bachelor of Art in Psychology , Harding University, Searcy, AR	08/2007 – 05/2010

INTERNSHIP AND SUPERVISION

University of Arkansas for Medical Sciences: Schmieding Developmental Center Supervision for respecialization in neuropsychology Springdale, AR Supervisors: Mary Ann Scott, Ph.D., ABPdN Damon Lipinski, Ph.D.	01/2019 – 01/2021
Rogers Public Schools Postdoctoral supervision in psychology Rogers, AR Supervisor: Ronald Bramlett, Ph.D. (University of Central Arkansas)	08/2015 – 10/2017

University of Arkansas for Medical Sciences: Schmieding Developmental Center 05/2014 – 08/2015

Predoctoral internship in psychology
Springdale, AR

Supervisors: Mary Ann Scott, Ph.D., ABPdN
Damon Lipinski, Ph.D.

Rogers Public Schools 08/2014 – 06/2015

Predoctoral internship in school psychology
Rogers, AR

Supervisor: Sally Hunt, MS

PROFESSIONAL EXPERIENCE

University of Central Arkansas 01/2024 – present

Adjunct Professor
Department of Psychology & Counseling
201 Donaghey Ave.
Conway, AR 72035

University of Arkansas – Fayetteville 01/2023 – present

Adjunct Professor
Department of Psychological Sciences
Fulbright College of Arts & Sciences
526 Old Main
University of Arkansas
Fayetteville, Arkansas 72701

University of Arkansas for Medical Sciences 01/2019 – present

Assistant Professor
Department of Pediatrics, College of Medicine
Schmieding Developmental Center
2575 S. Gene George Blvd.
Ste. 100
Springdale, AR 72762

Rogers Public Schools 08/2014– 12/2018

Licensed psychologist; School psychology specialist
500 W. Walnut St.
Rogers, AR 72756

University of Central Arkansas 08/2010 – 05/2014

Graduate Assistant
Department of Psychology & Counseling
201 Donaghey Ave.
Conway, AR 72035

TEACHING

University of Central Arkansas – Conway Adjunct Professor <i>Tests and Measurements (PSYC 4342)</i>	01/2024 – present
Leadership Education in Neurodevelopmental Disabilities Northwest Arkansas Clinic Coordinator <i>Provided demonstrations of neurodevelopmental assessments to students from a variety of professional backgrounds</i>	08/2023 – present
University of Arkansas – Fayetteville Adjunct Professor <i>Psychological Tests (PSYC 4053)</i> <i>Advanced Seminar (PSYC 4283)</i>	01/2023 – 05/2024
University of Arkansas for Medical Sciences Graduate Clerkship Supervisor <i>Provided in-clinic training, supervision, and education for third-year University of Arkansas psychology doctoral students</i>	08/2021 – present
University of Arkansas for Medical Sciences Occupational Therapy Doctoral Program Fieldwork I Supervisor <i>Provided exposure to neuropsychological and medical setting for occupational therapy doctoral students with the University of Arkansas / UAMS</i>	03/2021 – 04/2022

CERTIFICATION AND LICENSURE

Arkansas Psychology Board 17-24P	10/2017 – present
Nationally Certified School Psychologist #51853	06/2018 – present

PROFESSIONAL MEMBERSHIPS

Arkansas Psychological Association	2023 – present
International Neuropsychological Society	2022 – present
American Academy of Pediatric Neuropsychology	2019 – present
National Academy of Neuropsychology	2019 – present
Arkansas School Psychology Association	2016 – 2021

American Psychological Association

2014 – present

HONORS AND AWARDS

Early Career Psychologist. Arkansas Psychological Association. **2023**

Arkansas Children's Drs. Joanna J. & Robert W. Seibert Award Winners, **2023**
Pediatric Psychology - Awarded biannually through peer nomination for
outstanding teamwork

Rookie of the Year. Arkansas School Psychology Association. **2018**

Outstanding Psychology Major. Harding University, Behavioral Sciences **2010**
Department

Alpha Chi National College Honor Scholarship Society **2010**

Psi Chi National Honor Society in Psychology **2009**

CERTIFICATIONS AND PROGRAMS

National Academy of Neuropsychology Leadership Ambassador **2023 – 2024**
Development Program (NAN LEAD)

Leadership Education in Neurodevelopmental Disabilities (LEND) **2013 – 2014**

COMMITTEES

National

National Academy of Neuropsychology Women in Leadership Committee **2024 – present**

National Academy of Neuropsychology Elevating Women in **2024 – present**
Neuropsychology Special Interest Group – Founding Member and Liaison
to the NAN Membership Committee

Regional

Arkansas Psychological Association **2023 – present**
Director-at-Large
Fellows Committee – Chair
Executive Director Task Force

Arkansas School Psychology Association – Northwest Arkansas **2018 – 2021**
Representative

Institutional

Pediatric Psychology Justice, Equity, Diversity, and Inclusion Committee **2022 – present**
– Co-Chair

Pediatric Psychology Training Committee	2022 – present
Women’s Faculty Development Caucus – Northwest Arkansas Mentoring and Professional Development Committee	2023 – present

CONTINUING MEDICAL EDUCATION: INVITED LECTURES

Executive Functions. Presenter, Little Rock, AR: Pediatric Grand Rounds.	2023
The Role of Neuropsychology in Oncology Treatment. Presenter. Springdale, AR: PedsPLACE.	2022

CONTINUING MEDICAL EDUCATION: LECTURES

Neurodevelopmental Disorders: What’s the Difference? Presenter, Springdale, AR: Arkansas Children’s Northwest Community Grand Rounds	2024
Neuropsychology of Learning Disorders. Presenter, Springdale, AR: UAMS Pediatric Neuroscience Rounds.	2024
Executive Functions. Presenter, Springdale, AR: UAMS Pediatric Neuroscience Grand Rounds.	2023
Developmental Trauma Disorder. Presenter. Springdale, AR: UAMS Child Development and Behavior Conference	2023
Neuropsychology 101. Presenter, Springdale, AR: Pediatric Neuroscience Grand Rounds	2023
Neurodevelopment: Part 1 and Part 2. Presenter. Springdale, AR: Child Development and Behavior Conference.	2022

PROFESSIONAL LECTURES

Neuropsychology 101. Presenter. Springdale, AR: University of Arkansas for Medical Sciences. (Behavioral Health Rotation Residents).	2024
When to Refer for a Neuropsychological Evaluation. Presenter. Springdale, AR: Arkansas Children’s Northwest.	2019
Therapeutic Applications of Graphic Novels: Wonder Woman and Middle Grade Students. Presenter. San Diego, CA: San Diego Comic Con.	2018
Surveys of School Psychologists: 1980-2011. Presenter. Seattle, WA: National Association of School Psychologists.	2013

PROFESSIONAL PRESENTATIONS: INVITED PANELIST

Pediatric Neuropsychology. Panelist. Springdale, AR: UAMS Women's Faculty Development Caucus Lunch and Learn Series. **2021**

Star Wars: The Science Awakens. Panelist. New York, NY: New York Comic Con. **2016**

Lassoing the Truth: Marston vs. Wertham in the Wonder Woman War. Panelist. San Diego, CA: San Diego Comic Con **2017**

COMMUNITY PRESENTATIONS: INVITED LECTURES

Neurodevelopment. Presenter, Springdale, AR: Arkansas School Psychology Association **2024**

Developmental Trauma Disorder. Presenter, Springdale, AR: Arkansas School Psychology Association **2024**

DSM-5 for Schools. Presenter, Springdale, AR: Arkansas School Psychology Association **2024**

DSM-5 for Schools. Presenter, Rogers AR: Rogers Public Schools. **2023**

POSTER PRESENTATIONS

Identifying, Creating, and Implementing a Pediatric Psychology Section JEDI Program: Looking Back to Move Forward. Chicago, IL: Society of Pediatric Psychology Annual Conference. **2023**

PUBLICATIONS – PROFESSIONALLY REVIEWED WEBSITE ARTICLES

Whiteside, M. (2024, January 8). The benefits of early intervention in neurodivergent children. BrainWise. <https://brainwisemedias.com/the-benefits-of-early-intervention-in-neurodivergent-children/>

Whiteside, M. (2023, September 24). Executive Functioning and Reading. Psychology Today. <https://www.psychologytoday.com/intl/blog/read-like-a-psychologist/202309/executive-functioning-and-reading>

Whiteside, M. (2023, August 27). Hyperlexia: Precocious Reading or Reading Disorder? Psychology Today. <https://www.psychologytoday.com/intl/blog/read-like-a-psychologist/202308/hyperlexia-precocious-reading-or-reading-disorder>

PUBLICATIONS – TEXT CHAPTERS

- Wood, M.** (2017). Dominance, inducement, submission, compliance: Throwing the DISC in fact and fiction. In T. Langley and **M. Wood** (Eds.), *Wonder Woman Psychology: Lassoing the Truth*. New York, NY: Sterling.
- Wood, M.** (2017). A perfect place: Paradise island and utopian societies. In T. Langley and **M. Wood** (Eds.), *Wonder Woman Psychology: Lassoing the Truth*. New York, NY: Sterling.
- Wood, M.** (2017). Growing a goddess: Child development and Wonder Woman. In T. Langley and **M. Wood** (Eds.), *Wonder Woman Psychology: Lassoing the Truth*. New York, NY: Sterling.
- Wood, M.** (2017). Feminist psychology: Teaching how to be wonderful. In T. Langley and **M. Wood** (Eds.), *Wonder Woman Psychology: Lassoing the Truth*. New York, NY: Sterling.
- Wood, M.** (2017). First of her name: Wonder Woman, the role model. In T. Langley and **M. Wood** (Eds.), *Wonder Woman Psychology: Lassoing the Truth*. New York, NY: Sterling.
- Langley, T., & **Wood, M.** (2017). Truth in treatment: Who wields the magic? In T. Langley and **M. Wood** (Eds.), *Wonder Woman Psychology: Lassoing the Truth*. New York, NY: Sterling.
- Wood, M.** (2016). Feminist icons wanted: Damsels in distress need not apply. In P. Lee (Ed.), *A Galaxy Here and Now: Historical and Cultural Readings of Star Wars*. Jefferson, NC: McFarland & Co.
- Wood, M.** (2016). Moral decisions in Marvel's *Civil War*: Stages of hero development. In T. Langley (Ed.), *Captain America vs. Iron Man: Freedom, Security, Psychology*. New York, NY: Sterling.
- Wood, M.** (2015). "It should have been me": Survivors' guilt in the *Walking Dead*. T. Langley (Ed.), *Walking Dead Psychology: Psych of the Living Dead*. New York, NY: Sterling.
- Wood, M.** (2015). A distressing damsel: Leia's heroic journey. In T. Langley (Ed.), *Star Wars Psychology: Dark Side of the Mind*. New York, NY: Sterling.
- Wood, M.** (2015). The effect of graphic novel supplements on reading comprehension and motivation in secondary students (Doctoral dissertation). Retrieved from ProQuest Dissertations Publishing. (10010748).

PUBLICATIONS – ARTICLES

- Varghese, F. P., Charlton, S. R., **Wood, M.**, & Trower, E. (2014). Temporal discounting and criminal thinking: understanding cognitive processes to align services. *Psychological services*, 11(2), 171–178. <https://doi.org/10.1037/a0035004>

OTHER SCHOLARLY WORK

Mara Whiteside
5869 Cord Ave.
Springdale, AR 72762

16 July 2024
City of Springdale

To Whom It May Concern:

I am writing to express my interest in serving Springdale, Arkansas, on the Public Library Board. My name is Mara Whiteside, PhD, and I have been a Springdale resident since 2016. I am currently employed as a faculty member with the University of Arkansas for Medical Sciences under the Department of Pediatrics in the College of Medicine. I practice as a pediatric neuropsychologist, and I previously worked as a school psychology specialist. I have a deep appreciation for public libraries, librarians, and their patrons, and I am eager to contribute my skills, experience, and passion to supporting the library's mission and initiatives.

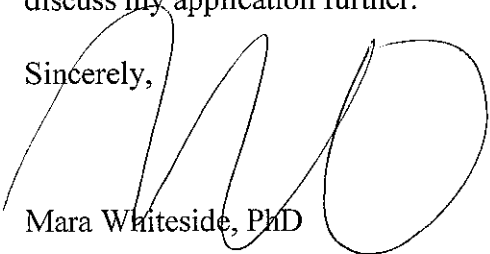
Throughout my career, I have demonstrated a strong commitment to collaborative work. I have served on several committees and boards, including the National Academy of Neuropsychology's Women in Leadership Committee (and serving on a task force for developing a new Special Interest Group), the Arkansas Psychological Association as a Director-at-Large and Fellows Committee Chair, and the UAMS Northwest Women's Faculty Development Caucus. In these groups, I have worked with other professionals toward larger goals. I find this work fulfilling, especially when projects that seem insurmountable are achieved through strategic planning and good teamwork.

My professional career has been marked by public service. I have worked for public schools, both at the K-12 level and at the university and post-graduate levels. I understand the importance of public education, and I believe that libraries have a substantial role in educating the public. I have been an avid, lifelong reader, and I have spent time looking for ways to use literature, graphic novels, and popular culture to teach others. I am particularly interested in finding ways to support the library's educational outreach programs, such as invited talks, community events, online tutoring, and English classes. I also have a passion for the intersection of mental health and reading. As a psychologist, I have been interested in the use of bibliotherapy in helping people with problems in living. Libraries can serve as a mental health resource through the literature and programs available.

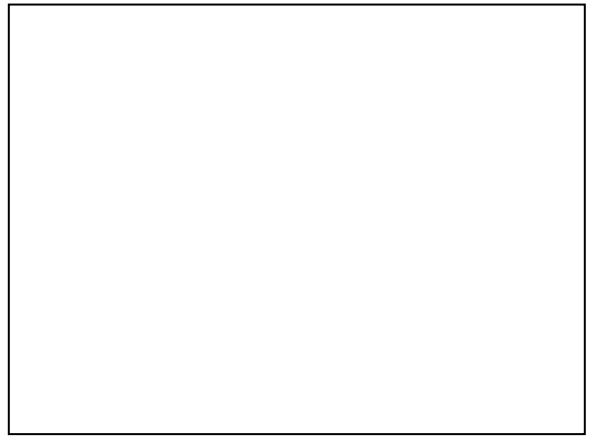
I also believe the library is a safe space for others. When you walk into a library, everyone is equal. It is a space to learn, be entertained, and explore new and familiar ideas. I want to help ensure that my public library continues to be a facility for all to enjoy.

Thank you for considering my application. I look forward to contributing to the Springdale Library and supporting its mission. Please feel free to contact me at 479-426-1703 or at marawhiteside@gmail.com to discuss my application further.

Sincerely,



Mara Whiteside, PhD



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-09) CERTAIN LANDS LOCATED AT THE NE CORNER OF WAGON WHEEL ROAD & ROBINS ROAD FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of February 4, 2025, for hearing the matter of a petition of Horse Water Road, LLC & Nicolas Smith requesting that the following described tract of real estate be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: NE Corner of Wagon Wheel Road & Robins Road.

Legal Description:

PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, BETHEL HEIGHTS, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 86°34'34" WEST, 130.00 FEET FROM THE SOUTHEAST CORNER OF SAID SE/4 OF THE SW/4, AND RUNNING THENCE NORTH 86°34'34" WEST, 35.00 FEET; THENCE NORTH 02°18'35" EAST, 397.98 FEET; THENCE SOUTH 86°37'21" EAST, 825.50 FEET TO AN EXISTING REBAR, THENCE SOUTH 03°23'38" WEST, 345.43 FEET TO THE NORTH RIGHT-OF-WAY OF WAGON WHEEL ROAD; THENCE, ALONG SAID RIGHT-OF-WAY, THE FOLLOWING: NORTH 89°01'0S" WEST 258.83 FEET, NORTH 86°58'48" WEST 509.75 FEET; NORTH 85 53'01" WEST 15.51 FEET, THENCE, LEAVING SAID RIGHT OF-WAY, SOUTH

02°05'32" WEST 38.72 FEET TO THE POINT OF BEGINNING, CONTAINING 6.74 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN ROBINS ROAD RIGHT-OF-WAY ON THE WEST SIDE HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-09) from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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 in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

R25-09**Horse Water Road, LLC**

East of Robins Road & North of Wagon Wheel Road

From C-2 to C-5

Presented by Will A. Kellstrom, Watkins, Boyer, Gray & Curry, PLLC

Mr. Kellstrom: Good evening, Commissioners. Will Kellstrom here on behalf of ICM of America, the applicant on this request. So, this is a 3.66-acre tract on the corner of Robins and Wagon Wheel. We are asking that it be rezoned from C-2 to C-5. So, the applicant ICM of America is a, essentially, they supply parts and rentals for infrastructure installation, kind of a very specific type of business which is why we need the C-5.

So, Wagon Wheel Road is a major arterial on you guys' Master Street Plan. There are C-5s all up and down Wagon Wheel between 49 and 71 and there's some even to the east to 71. There are also a lot of C-5 type uses heavy equipment rentals, warehouses, truck and trailer repair, just lots of heavy commercial in general. I went and looked on Google Maps and in addition to the fact that there's C-5 zoning all up and down this road, there's probably about 15 businesses between 265 and 49 that are this type of heavy commercial type operation. I think the reason for that is that Wagon Wheel spans between 49 and 71 and then runs over to 265. 49, 71, and 265 are three of our four kind of major arterials through all of Northwest Arkansas. So, it makes sense that people looking for this type of zoning would want to put it on that road. So that's why we're asking for a C-5 here and this is one of my clients is interested in the property. The other reason why I think C-5 is a good fit here is because the code says it's a good fit here. If you go look at the zoning code or if you go look at the code for the C5 zoning district and you guys' zoning code, it specifically states that C-5 zonings are appropriate on major arterial roads. So again, that's why we're looking to do it here. It's kind of more of what's already there. Wagon Wheel is going to be the main access point and where all the traffic will be going to this development. There will be no reason for anything having to do with our development to go north on Robins at all. This is really going to mainly involve Wagon Wheel and it shouldn't affect anybody to the north of us. So, with that, I'm here if you guys have any questions as well as a representative from ICM of America, Russell Ball. Thank you guys.

Mr. Cloud: Thank you. Staff comments.

Mrs. Christie: You also are authorized to represent the current property owner, right?

Mr. Kellstrom: That's correct.

Mrs. Christie: Yes. Because then he has to understand that if the property is rezoned and the sale doesn't go through, it's still rezoned to C-5. Because we're not rezoning for this client and this operation, we're rezoning for anything that's allowed in a C5, right? We understand that.

Mr. Kellstrom: Yes, and I believe the authorization of proxy that I submitted was for the two owners.

Mrs. Christie: Okay. Yes. I just want to clear that in case anybody was questioning it because the applicant is Horse Water Road LLC. Okay.

The rezoning request is in keeping with the following goals and policies are recommended for approval, encourages the development of a wide range of commercial development for the residents and tourists to include neighborhood community and regional centers, encourages the development of light to medium intensity commercial development along arterial streets that provides adequate setbacks and buffering to adjacent residential neighborhood.

Mr. Cloud: Thank you. Any public comment? Please come to the mic, state your name and address. Thank you.

Mr. Mynatt: My name's Ron Mynatt and I live on North Graham, and we came to you all, I think the last Planning meeting, maybe the one before that when we were opposing the conversion of the C-2 next door to that they were wanting to go four and a half acres there, for going from C-2 to C-5, and you all did not let that go through, and as I pointed out at the time, there are four to 500 homes that are within, you know, a mile of that location and everyone we've talked to in the subdivisions have been opposed to going from C-2 to C-5.

The problem that we're running into is, and the City Council the last time when they appealed this, the C-2 location next to it, they did not even bother going ahead and considering that there was only one person that made the recommendation and none of the other City Council members went back and said, well we should discuss this. So, our point is that if you get C-5 creep, if you allow that to go to C-5 then the concern that we have is then the 16 acres right next to it, and the City Council members have made that point. There is no C-5 except out on Business 71 that's close to that piece of land for him to say that there are C-5s. Yes, you if you go out to 49 out there, there are other pieces that might fit the C-5 but there is no between Robins and on Business 71. There are no other C-5s.

Mr. Cloud: There's C-5 on the top right corner in this image right here.

Mr. Mynatt: Top corner...

Mr. Cloud: The dark purple. Just to clarify that there is C-5 close to this location.

Mr. Mynatt: Well, is that out on Business 71? I'm trying to...

Mr. Cloud: No, that's uh off of Wagon Wheel towards 71 but not at 71.

Mr. Mynatt: You're out past the Chief Truman Brewer. So okay, if you want to say that one's close to it then okay, I'll agree with you there. I don't know when that was, is that the warehouse that was put up over there that's over there currently?

Mrs. Christie: No, there's a business under construction there now.

Mr. Mynatt: Yeah, that's a warehouse. And so, our opposition to this is, it's a C-5 creep in to that piece of land because once that one goes then the 16 acres next door will have the opportunity of saying, look, you know, we got a C-5 right next to it, and that's the problem that the neighborhoods, the four to five hundred homes are opposed to that C-5 creep that's happening on that piece of land, in that general area. So, thank you.

Mr. Cloud: Thank you. Any other public comment? Commissioners, any comments? Now, this is a call for the vote.

Mr. Couch: Call for the vote.

Mr. Cloud: By Mr. Couch.

The rezone use request is voted on electronically.

VOTE:

YES: Hussein, Ogunyemi, Harlan, Keith, Cloud, Cardiel, Reynolds.

NO: Couch, Austin.

Mr. Cloud: That passes seven (7) two (2).

Mrs. Christie: Staff will prepare the Ordinance that goes to Council on the 25th.

Mr. Kellstrom: Thank you all.

Mr. Cloud: Thank you.

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
March 11, 2025



0 480 960
Feet

PROJECT: R25-09
APPLICANT: Horse Water Road, LLC
LOCATION: E. of Robins Road, N. of Wagon Wheel Road
REQUEST: Rezoning from C-2 to C-5

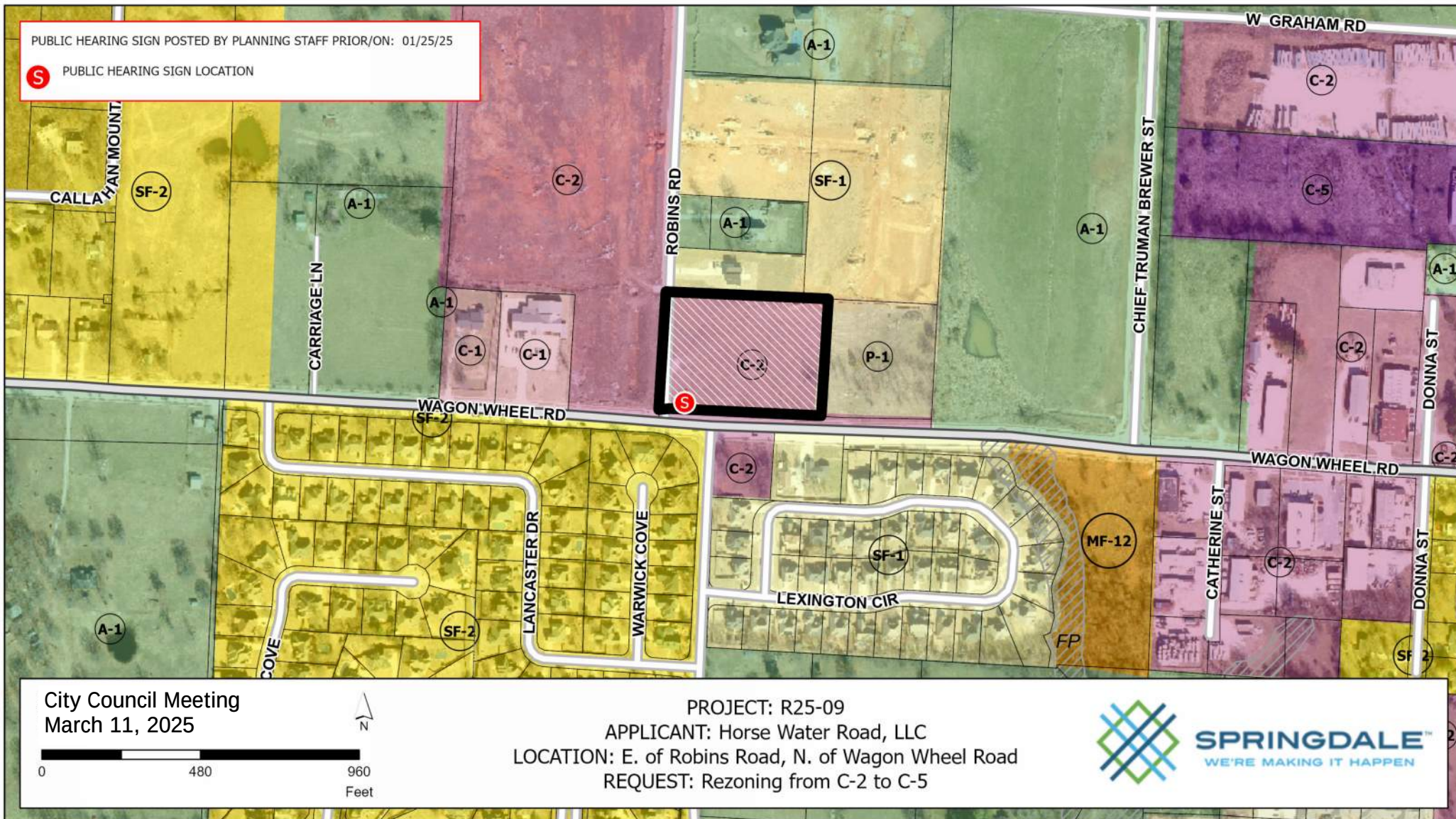


SPRINGDALE
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
March 11, 2025

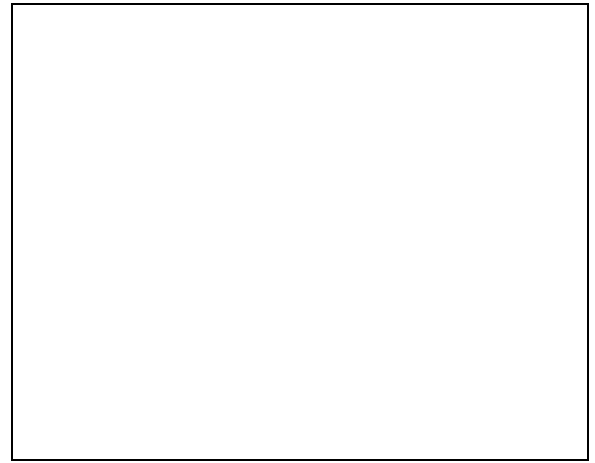


0 480 960
Feet

PROJECT: R25-09
APPLICANT: Horse Water Road, LLC
LOCATION: E. of Robins Road, N. of Wagon Wheel Road
REQUEST: Rezoning from C-2 to C-5



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP25-02) OF THE LANE ESTATES 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:

Legal Description

PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) AND PART OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 09, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING P/K NAIL MARKING THE NORTHEAST CORNER OF SAID SE/4 OF THE SW/4; THENCE S 02°21'24" W, 239.53 FEET ALONG THE EAST LINE OF SAID SE/4 OF THE SW/4; THENCE N 87°42'04" W, 4.67 FEET TO THE WESTERLY LINE OF THE 70 FOOT WIDE RIGHT OF WAY OF SOUTH 48TH STREET BEING THE POINT OF BEGINNING; THENCE S 14°35'19" E, 556.37 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N 86°56'55" W, 237.23 FEET TO A SET REBAR ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 49; THENCE N 15°31'44" W, 64.08 FEET ALONG SAID RIGHT OF WAY LINE TO AN ARKANSAS HIGHWAY TRANSPORTATION DEPARTMENT (AHTD) ALUMINUM MONUMENT; THENCE N 31°11'54" W, 561.52 FEET ALONG SAID RIGHT OF WAY LINE TO A SET REBAR; THENCE S 87°42'04" E, 405.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1.05 ACRES IN SAID SW/4 OF THE SE/4 AND 2.74 ACRES IN SAID SE/4 OF THE SW/4, IN AGGREGATE CONTAINING 3.79 ACRES MORE OR LESS; BEING SUBJECT TO PUBLIC ROAD RIGHTS OF WAY AND ANY EASEMENTS 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 plat and join with the said petitioner in petitioning the City Council to accept the said final plat of Lane Estates (FP25-02) 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 Lane Estates (FP25-02), 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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



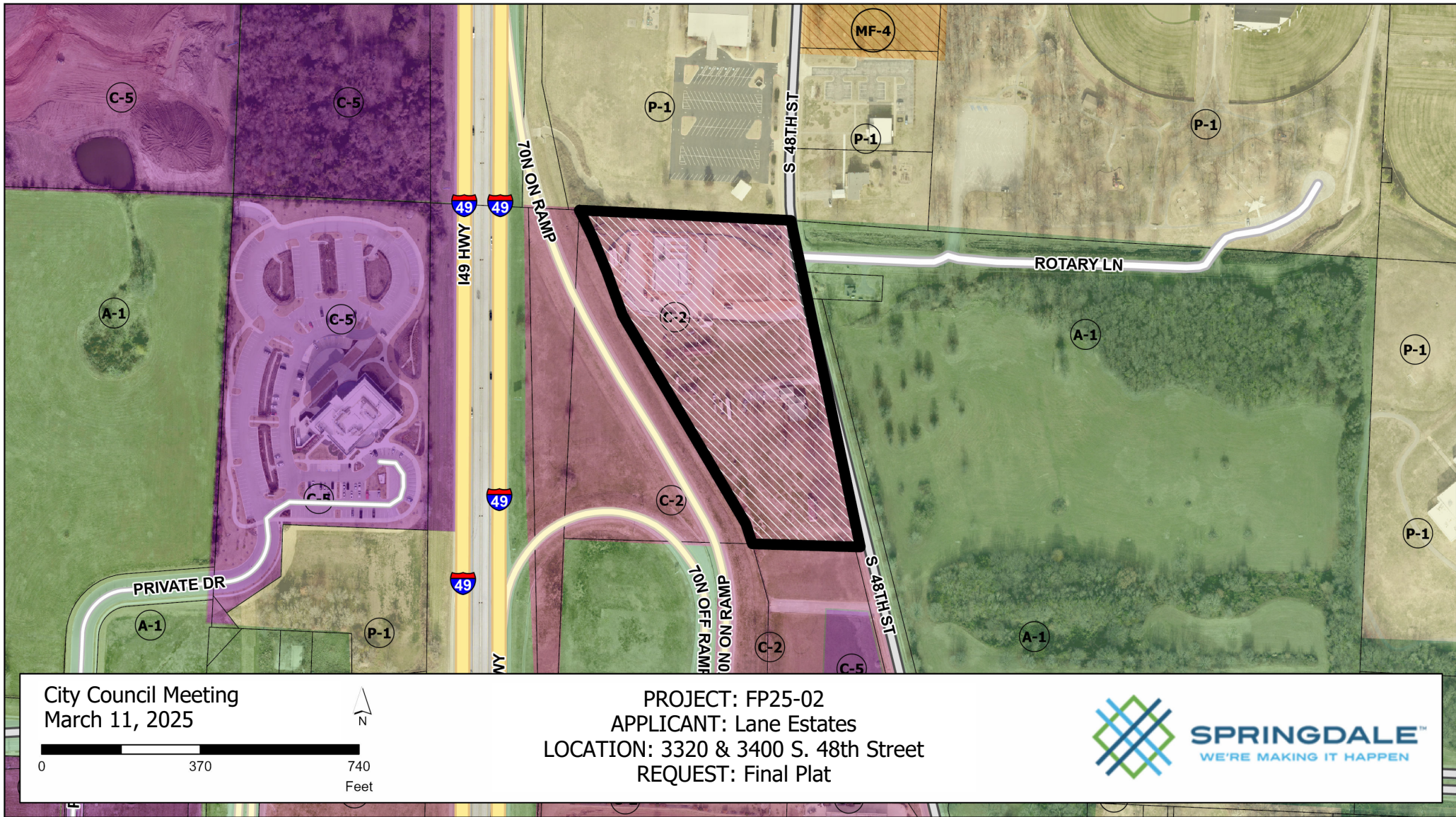
City Council Meeting
March 11, 2025



0 370 740
Feet

PROJECT: FP25-02
APPLICANT: Lane Estates
LOCATION: 3320 & 3400 S. 48th Street
REQUEST: Final Plat







February 19, 2025

Sabra Jeffus
City Clerk
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: B25-09 - Northern Hills Variance – Denial Appeal Letter
Atwell Project Number: 23007301

Ms. Jeffus,

This letter is in response to the denial we (Northern Hills MHC LLC) received at the February 04, 2025, Planning Commission Meeting for the Northern Hills Variance (B25-09) request. This variance request to Springdale Code entailed the reduction of the 30' setback from the roadway centerline to building for 8 manufactured homes at the Northern Hills manufactured housing community. Please note, these are existing homesites that have had homes existing on the lots in the past. The Variance Request Submittal is contained at the end of this Appeal Letter.

At the Planning Commission Meeting, we received feedback from City of Springdale regarding concerns regarding fire response at the community. City of Springdale was concerned with cars parked on the street at Northern Hills MHC impeding fire trucks in the event of a fire. As such, we are revising the community rules to completely prohibit street parking at the community. This will preserve the entire 25' wide roadways at Northern Hills MHC for emergency access.

Furthermore, there were some instances of poor communication between Northern Hills MHC LLC and the Planning Commission at the February 04, 2025 meeting regarding the purpose of this Variance Request. I have added a "Comment-Response" section to this letter to address all open questions from the meeting, and better present the purpose of our Variance Request.

In closing, we believe the Variance Request was wrongfully denied, and we are appealing the denial of our Variance Request. We appreciate your time and consideration of this Appeal, and we appreciate the opportunity to replace these 8 currently vacant homesites with 8 affordable manufactured housing units. We appreciate your consideration of this letter and the opportunity to help address the lack of affordable housing in Springdale.

The below are our responses to the comments and questions made at the February 04, 2025 Planning Commission Meeting regarding our Variance Request. Please allow this Comment Response Letter to serve as our mechanism for appealing the denial of our Variance Request.



1. Comment: Planning Commission stated the community was already overcrowded.

Response: The property is zoned MHP – Manufactured Home Park. Per Springdale Ordinance, the MHP zoning designation allows for a density of 10 units per acre. The property is 23.75 acres (deeded) in area. This would allow for 237 sites at this community.

The community currently has 181 sites, well below the allowed density.

Furthermore, the sites in question are currently existing homesites where homes have existed in the past. We are not proposing any “new” lots or any sites. We are simply attempting to replace once existing homes on these currently vacant homesites.

2. Comment: Planning Commission cited a lack of resident parking.

Response: Per Article 7 of Springdale Ordinance, “Two (2) spaces for each manufactured home outside the primary structure” are required.

All existing and proposed homes at the community feature 2 parking spaces per Springdale Ordinance.

3. Comment: Planning Commission cited a lack of visitor parking.

Response: The community provides 12 visitor parking spots at the community office and 4 parking spots on F Street for additional visitor parking.

Furthermore, the Owner is moving forward to reconfigure the existing RV storage area as additional visitor parking (located in southwestern corner of site).

4. Comment: Planning Commission cited that too many cars currently park on the street.

Response: The current Rules and Regulations of the community do not permit street parking, with exception of guests limited to 5 hours.

The Owner has issued a notice to residents to reiterate the aforementioned rule, and prompt residents to utilize provided driveway parking spaces.

The Owner is now moving to revise community rules to prohibit all street parking (for residents or visitors). The Owner is moving forward to reconfigure the existing RV storage area as additional visitor parking (located in southwestern corner of site).

5. Comment: Fire department concerned with how close homes are to road and cars parked in street.

Response: Per Sec. 66-43 (g) of Springdale Ordinance, all roads “shall have a minimum width of 25 feet”. The required 25’ road width will not be impacted by home placement.

Owner is moving to revise community rules to prohibit all street parking (for residents or visitors), thus preserving the entire 25’ wide roadway for emergency response vehicles.

Lastly, as these are existing homesites, the previously existing homes for these lots were actually larger (and closer to the roadway) than the replacement homes we are proposing.



6. Comment: The Planning Commission was under the impression that we were asking to add "additional homes".

Response: These home sites are existing and have previously had homes existing on these lots. RHP only intends to replace the quantity of homes that had previously existed. The number of sites at the community will remain at 181 sites.

Again, as these are existing homesites, the previously existing homes for these lots were actually larger (and closer to the roadway) than the replacement homes we are proposing.

7. Comment: Planning Commission was concerned with size of proposed homes.

Response: We are proposing single-wide manufactured housing units. We are only requesting a variance to the CL of roadway to building setback.

Again, the required 25' roadway width will not be impacted due to home size or home placement, thus preserving the entire 25' wide roadway for emergency response vehicles.

Again, as these are existing homesites, the previously existing homes for these lots were actually larger (and closer to the roadway) than the replacement homes we are proposing.

8. Comment: Planning Commission stated Unit C-15 would not be allowed as the unit is located within the Floodway.

Response: While this lot is located adjacent to the delineated Floodway, we believe the home orientation can be configured to completely avoid the Floodway. The home would only be located in the delineated Flood Zone AE, which according to the City of Springdale Floodplain Management Program, is completely allowable.

All flood reduction regulations would be met, such as FFE of home sufficiently elevated above BFE and sufficient tiedowns implemented.

Lastly, according to the City of Springdale Floodplain Management Program (Floodplain Development Permit Application), a development can be constructed within a Regulatory Floodway with a No Rise Certificate. Please note, we intend to completely avoid the Regulatory Floodway and avoid the need for a No Rise Certificate.



We hope the above responses sufficiently answer all outstanding questions posed by the Planning Commission and allow the denial to be overturned. Please let me know if anything additional is required to complete the Appeal Process. We appreciate your help in getting this variance approved in order to provide 8 new affordable housing units in an area that is severely lacking affordable housing.

Thanks and please feel free to contact me at 985.773.4017 with any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Fontenot", with a stylized flourish at the end.

Matt Fontenot, PE

Project Manager

ATWELL, LLC

985.773.4017 Mobile

1800 Parkway Place | Suite 700 | Marietta, GA 30067

B25-09 Northern Hills MHC, LLC

1901 W. Shady Grove

Variance for Reduction of Front Setbacks on lots A29, C9, C15, C27, D18, D24, F3, & F9

Presented by Peter Schoppe

Mr. Schoppe: Good evening. My name is Pete Schoppe. I'm here for Northern Hills Manufactured Home LLC. Here requesting a variance to 212 which is the manufactured home park ordinance for 30-foot setbacks from the roadway center line to building. We're proposing eight new homes within our community. The purpose of the variance is requests to allow dimensional variations due to a regular community layout to allow the installation of eight affordable manufactured homes. With this, we are currently matching the existing configuration of the community with these requested dimensional variations. The community has existing homes where the distance from home to roadway is less than the current.

The 25, we currently, well, the 25-foot roadway widths are as required by code would still be met. The roads are not reduced. The roads are still 25 feet as required. And as everyone knows, Northwest Arkansas has severe affordable housing with this will allow us to build eight homes and we typically within the communities we run, we're able to fill those homes within 18 days of completion.

Mr. Cloud: Staff comments.

Mrs. Christie: I want to start with the one location on the south side is in the floodplain. So, you're not gonna be able to put a mobile home there.

Mr. Schoppe: I'm sorry, which one was that?

Mrs. Christie: The one at the very south end of the,

Mrs. Hollingshead: I think it's C18, C15 rather. That one is in the floodway, you can't build anything on that lot.

Mr. Schoppe: I will notate.

Mrs. Christie: Okay, and then the other lots that you have there, if... are you putting smaller manufactured homes on it or are they gonna be the standard size of all the rest of them?

Mr. Schoppe: They'll be smaller than the current footprint, current homes are in there. I believe these are gonna be 16 by 46s.

Mrs. Christie: Okay, and you guarantee they're not gonna be larger than that. Because what you're doing is creating a situation where you're taking up parking spaces which requires people to park in the street. The size of the street is what it was then, when you get everybody parking on the street, you're not gonna be able to get a fire truck down through there. And that gives a little bit of space as it is in those open areas to, you know, create a little extra parking, a little other

place to go when you start putting manufactured homes in there, we've lost that capability and there's not a lot of open space in this whole subdivision.

Mr. Schoppe: There will still be off-street parking for those homes.

Mrs. Christie: Two spaces.

Mr. Schoppe: Two spaces, yes.

Mrs. Christie: And they're not too close to the street.

Mr. Schoppe: Correct. They'll be off the street.

Mrs. Christie: Okay, Steve, you want to comment on this one?

Mr. Goss: Will it increase any on-street parking?

Mr. Schoppe: It will not.

Mrs. Christie: Okay, but we got on-street parking going on now. How are you gonna keep these from increasing on-street parking?

Mr. Schoppe: For the homes that we're putting in, they have off-street parking. They have dedicated spaces. Right now, you know, we enforced that the residents park within their, with the spots that are allowed.

Mrs. Christie: Okay, what about when they have visitors?

Mr. Schoppe: We do have visitor spots located up by the office.

Mrs. Christie: So, if I'm down there at the south end on one of those other streets and I have a visitor, they gotta park up by the office and walk?

Mr. Schoppe: I believe we have two other spots for off-street that are dedicated for non-residents as well for visitors.

Mrs. Christie: Well, I can tell you my opinion is, there's plenty of units in there already and these small little areas, I'm very concerned about what happens if we put mobile homes on there, and I didn't see anything on here that you were guaranteeing that you're gonna put a smaller sized manufactured home on those.

Mr. Cloud: Yeah, I drove through this part today and you got a lot of homes in there, and I counted 14 vehicles on the street at 3:00 in the afternoon. So, I doubt that's, well it could be anything, but my thought is, I agree, we do, you know, we need to look at affordable housing a lot of different ways, but after driving through the site today, it felt really full to me as is. So, personally I can't get comfortable adding more units even if they were smaller. Is there any public comment to this request? Please come up, state your name, address.

Mr. Wygal: Good afternoon. I'm Ken Wygal. I also work for RHP Properties. These plats, they've already had homes on them. We're not adding additional housing but just replacing homes that are not there currently. These have all had houses on them at one point.

Mrs. Christie: How long ago?

Mr. Wygal: That I can't tell you. I have not looked back into the history of it, but there's parking there dedicated for them as they were already on site.

Mrs. Christie: Ed, do you have a comment?

Mr. Stith: I've had to deal with this for many years now with trying to... This is a non-conforming manufactured home park. The Ordinance was adopted after it was created. So, we had many sites on this thing where we had trailer houses. I use an old map, and actually is the old survey from when it was purchased in, I want to say 2003. So, I use that survey where all the houses were at the time, those are existing nonconformities and we let those go. We also let them add trailer houses where they could meet the Ordinance for a manufactured home park. So, both of those things, why we can't fit houses on them now where they're used to be houses, is because they had deemed to put other houses that made them too close to the new house once they moved in it. So, you can look at the old photographs and you can see where there might have been a 50-foot trailer, now there's a 60 or a 70-foot trailer. And so, that intrudes into that space, and now they can't fit another trailer in there. So, they're trying to go through a smaller trailer. The only other thing I will say is that there's one of these that's 14 feet. 14 feet on a 25-foot road, you take half of that, that's a foot and a half from the road. When we fight a fire, there is a sidewalk, generally. There's the road, there's a sidewalk and there is some setback. If you don't have any setback whatsoever, the radiant heat from a trailer fire is too intense to park a truck on the street in order to fight the fire. So, now you have to either park up or down from it and work your way back to it. This has always been a problem with trailer parks in general by the way.

Mr. Wygal: Noted and just for clarity, we have seven of these eight lots that are projected to be 16 by 48-foot houses, which is smaller than what was there to begin with. So, we have some maneuverability to keep them further off the road. We'd have to do some site plans if everything was permitted to be able to give you an exact number off center of road if necessary. One of them was even scheduled to be a 16 by 40 just using near map as a guide to keep us to a point where we were able to determine that distance, and if you can see on there that the closest one was D18 being 14-foot from center of road, but there are homes in there now multiple homes as you guys have probably seen that well encroached even tighter than that. So, we don't want to be pushing that limit, we just want to try to be able to fill these homes and provide something for somebody to move into.

Mr. Stith: Yeah, the existing homes are existing nonconformities. I cannot legally tell you shouldn't have an existing home where there was an existing home, and we've always used the practice where there was a home before of that size, you'll put the exact same size back into that hole.

Mr. Wygal: Yeah. And utilities are already present. I mean even the gas has been redone very well.

Mr. Stith: Yeah, I know the peers are there, everything's there to put a home there. The problem was if you look at them, they'll come in and then there's a house that comes right in like that and now, there's, because they made a, put bigger house over there.

Mr. Wygal: Correct. Because of the layout we're going to be constricted and we realize that as well. And if there's a lot pertinent that just doesn't fit, we wouldn't then fund it for our own safety to a home that we couldn't fill. Right, if it doesn't make sense. So, I guess I just wanted to be clear on that. These are not new spaces. This is a pre-existing home space that just is going to get rebuilt on.

Mrs. Christie: Well, I think what it is saying is a nonconforming use to start with, we'll be making the nonconformity worse in some cases when we start putting homes back in some of these lots because of what's been done over the year. We don't normally make nonconforming uses any worse.

Mr. Cloud: Thank you for clarifying. I appreciate that input. Any other public comment commissioners? If there's no comment, this will be a call for the vote.

Mr. Couch: Call for the vote.

Mr. Cloud: Mr. Couch.

The variance request is voted on electronically.

VOTE:

YES: None.

NO: Couch, Hussein, Ogunyemi, Harlan, Austin, Keith, Cloud, Cardiel, Reynolds.

Mr. Cloud: That fails nine (9) to zero (0).

Mrs. Christie: You have the right to appeal the Planning Commission's decision to the City Council. You have to notify the City Clerk within 15 days that you're filing an appeal to state why you think the Planning Commission was in error and you have to notify the adjacent property owners again. Okay? And once it's filed with the Clerk, we'll tell you when it's going to be heard by City Council.

Mr. Schoppe: Thank you.

Mr. Wygal: Thank you.



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www.SpringdaleAR.gov

Application for Variance – Board of Adjustment

This document is to be submitted to the Springdale Planning & Community Development Division via planningapplications@springdalear.gov.

STAFF USE ONLY

Date Application Submitted: 01/14/2025

Date Accepted as Complete: _____ Project Number: B25-09

APPLICATION CONTACTS:

Indicate one person of contact for this request: ✓ Property Owner _____ Representative

Applicant (person making request) Name: <u>Matthew Fontenot, P.E</u> E-mail: <u>mfontenot@atwell-group.com</u> Address: <u>1800 Parkway Place, Suite 700 Marietta, GA 30067</u> Phone: <u>985-773-4017</u> Site/ Location: <u>1901 West Shady Grove Road H35 Springdale, AR 72764</u> Assessor's Parcel Number(s): <u>815-29536-000</u>	Property Owner (if other than Applicant): Name: <u>Rebecca Wygal</u> E-mail: <u>rwygal@rhp.com</u> Address: <u>1901 W Shady Grove Road 72764 Springdale, AR 72764</u> Phone: <u>248-639-8841</u> Current Zoning District: <u>MHP</u> Rezone required: <u>N/A</u> Total Acreage: <u>23.75 ACRES</u>
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Fee for Variance Application is \$75

Variance requested: (attach visual representation of request)

See final page of this document for a site map detailing all requested lot variances.

The road setback reduction variances are requested as follows: Lot A29 from 30' to 18', Lot C9 from 30' to 18', Lot C15 from 30' to 21', Lot C27 from 30' to 17', Lot D18 from 30' to 14', Lot D24 from 30' to 18', Lot F3 from 30' to 17', and Lot F9 from 30' to 19'. A 2' buffer has been incorporated to account for field variations in all building-to-road centerline setbacks.

Difficulty or hardship: (why strict application of the provision would prohibit or unreasonably restrict the use of the property)

The existing unique lot configurations have proven difficult to replace vacant lots with units that meet current setback requirements. Please note, without these requested variances, homes are unable to be placed on these lots.

Planning and Community Development Division

(479) 750.8550 phone | (479) 750.8539 fax | 201 Spring Street | Springdale, Arkansas 72764

Effect of variance: (how variance would alleviate a demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant)

A reduction of the road centerline setbacks in Lot A29 from 30' to 18', Lot C9 from 30' to 18', Lot C15 from 30' to 21', Lot C27 from 30' to 17', Lot D18 from 30' to 14', Lot D24 from 30' to 18', Lot F3 from 30' to 17', and Lot F9 from 30' to 19'. These changes will allow for the installation of affordable manufactured housing units.

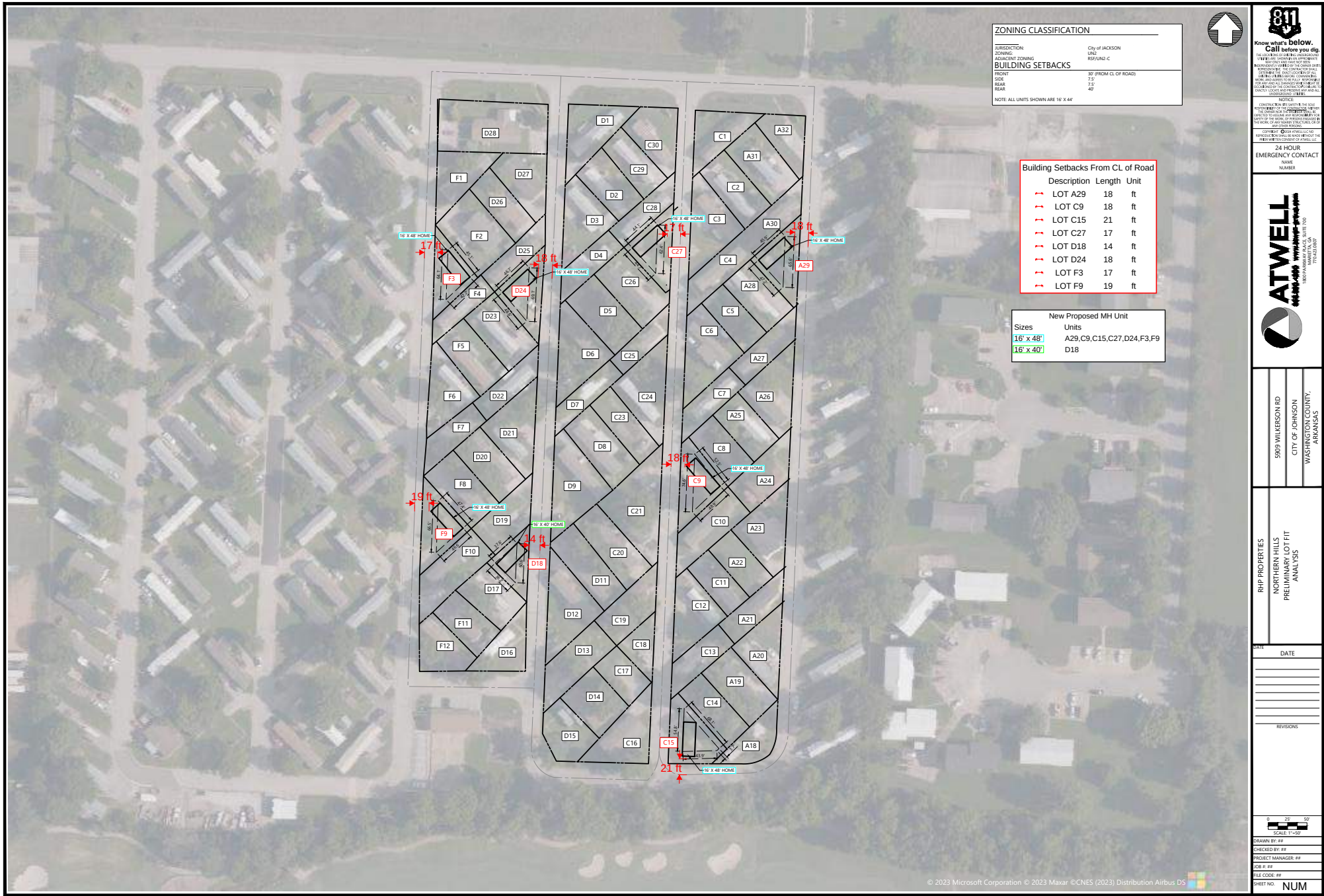
The **Applicant** understands that he/she is responsible to send a notice of the public hearing to owners of adjacent properties in accordance with the requirements set forth in the instruction given with this application and that an affidavit must be submitted with supporting documents no later than seven (7) calendar days prior to the meeting date. It is further understood that the cost of such notice(s) is borne by the Applicant.

The **Applicant** understands that he/she must be present at the meeting to present the variance request and to answer questions. If the **Applicant** is unable to attend, written authorization must be attached designating a representative and any decisions made by this individual shall be binding on the applicant.

APPLICANT SIGNATURE(S)

Matthew Fontenot, P.E

DATE: 01.14.2025



LIST OF ADJACENT PROPERTY OWNERS

815-29507-000
SCREEN DOOR VENTURES LLC
2602 S 38TH ST PMB 42 STE A TACOMA WA 98409-7303

815-29509-000
SHADY GROVE CEMETERY
No address provided on County GIS

815-21988-000
THOMPSON REAL ESTATE HOLDINGS,
1605 SHADY GROVE RD SPRINGDALE AR 72764

815-21989-000
1602 JUNIPER CIRCLE LLC
401 N 7TH FORT SMITH AR 72902

815-21990-000
1602 JUNIPER CIRCLE LLC
401 N 7TH FORT SMITH AR 72902

815-21991-002
GARDEN CENTER PROPERTIES LLC
13660 LOREN LN FAYETTEVILLE AR 72704

815-21991-001
GARDEN CENTER PROPERTIES LLC
13660 LOREN LN FAYETTEVILLE AR 72704

815-29541-002
SPRINGDALE COUNTRY CLUB
608 W LAKEVIEW DR SPRINGDALE AR 72764-2520

815-29537-000
RAZORBACK FARMS INC
2001 WEST SHADY GROVE RD SPRINGDALE AR 72764

**Notice of Public Hearing before the
Springdale City Council on a
VARIANCE APPEAL**

To All Owners of land lying adjacent to the property at:

Location: 1901 West Shady Grove Road Springdale, Arkansas 72764

Northern Hills Manufactured Housing Community

Owned by: Northern Hills MHC, LLC

NOTICE IS HEREBY GIVEN THAT an appeal has been filed to the Springdale City Council for the above property.

If approved, the variance will occur only upon the property described above.

It will not change anything pertaining to your property.

The purpose of this request is to:

The purpose of this variance appeal request is to allow for dimensional variations, due to irregular community layout, to allow the installation of 8 affordable housing manufactured housing units. The road setback reduction variances are requested as follows: Lot A29 from 30' to 18', Lot C9 from 30' to 18', Lot C15 from 30' to 21', Lot C27 from 30' to 17', Lot D18 from 30' to 14', Lot D24 from 30' to 18', Lot F3 from 30' to 17', and Lot F9 from 30' to 19'.

A public hearing on said Board of Adjustment appeal will be held by the Springdale City Council in the Council Chambers of the City Administration Building at 201 Spring Street, Springdale, AR 72764 on:

March 11 , 2025 at 6:00 p.m.

All parties interested in this matter may appear and be heard at said time and place or may notify the City Council of their views on this matter by letter or email. All persons interested in this request are invited to call or visit the City Administration Building to review and discuss the appeal.

Affidavit of Mailing

This document is to be submitted to the Springdale Planning & Community Development Division via iWorQ, planningapplications@springdalear.gov, or in person at 201 Spring Street, Springdale, AR.

Matthew Fontenot, PE

I hereby certify that I, (printed name) _____ acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards and any notices that were undeliverable.



Signature

03/03/25

Date

For delivery information, visit our website at www.usps.com.
Springdale, AR 72764
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Springdale Country Club
Street and Apt. No., or PO Box No. 608 W. Lakeridge Dr.
City, State, ZIP+4® Springdale, AR 72764
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

For delivery information, visit our website at www.usps.com.
Fayetteville, AR 72704
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Garden Center Properties LLC
Street and Apt. No., or PO Box No. 13660 Loren Ln
City, State, ZIP+4® Fayetteville, AR 72704
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com.
Springdale, AR 72764
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Razor Back Farm Inc
Street and Apt. No., or PO Box No. 2001 West Shady Grove Rd
City, State, ZIP+4® Springdale, AR 72764
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

For delivery information, visit our website at www.usps.com.
Fayetteville, AR 72704
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To GARDEN Center Properties LLC
Street and Apt. No., or PO Box No. 13660 Loren Ln
City, State, ZIP+4® Fayetteville, AR 72704
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

For delivery information, visit our website at www.usps.com.
Fort Smith, AR 72902
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To 7402 Juniper Circle LLC
Street and Apt. No., or PO Box No. 401 N. 7th
City, State, ZIP+4® Fort Smith, AR 72902
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com.
Tacoma, WA 98409
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Screen Door Ventures LLC
Street and Apt. No., or PO Box No. 2602 S. 38th St. PMB 42 Ste A
City, State, ZIP+4® Tacoma, WA 98409
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com.
Fort Smith, AR 72902
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To 7402 Juniper Circle LLC
Street and Apt. No., or PO Box No. 401 N. 7th
City, State, ZIP+4® Fort Smith, AR 72902
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com.
Springdale, AR 72764
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Thompson Real Estate Holdings
Street and Apt. No., or PO Box No. 1605 Shady Grove Road
City, State, ZIP+4® Springdale, AR 72764
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
March 11, 2025

0 825 1650
Feet



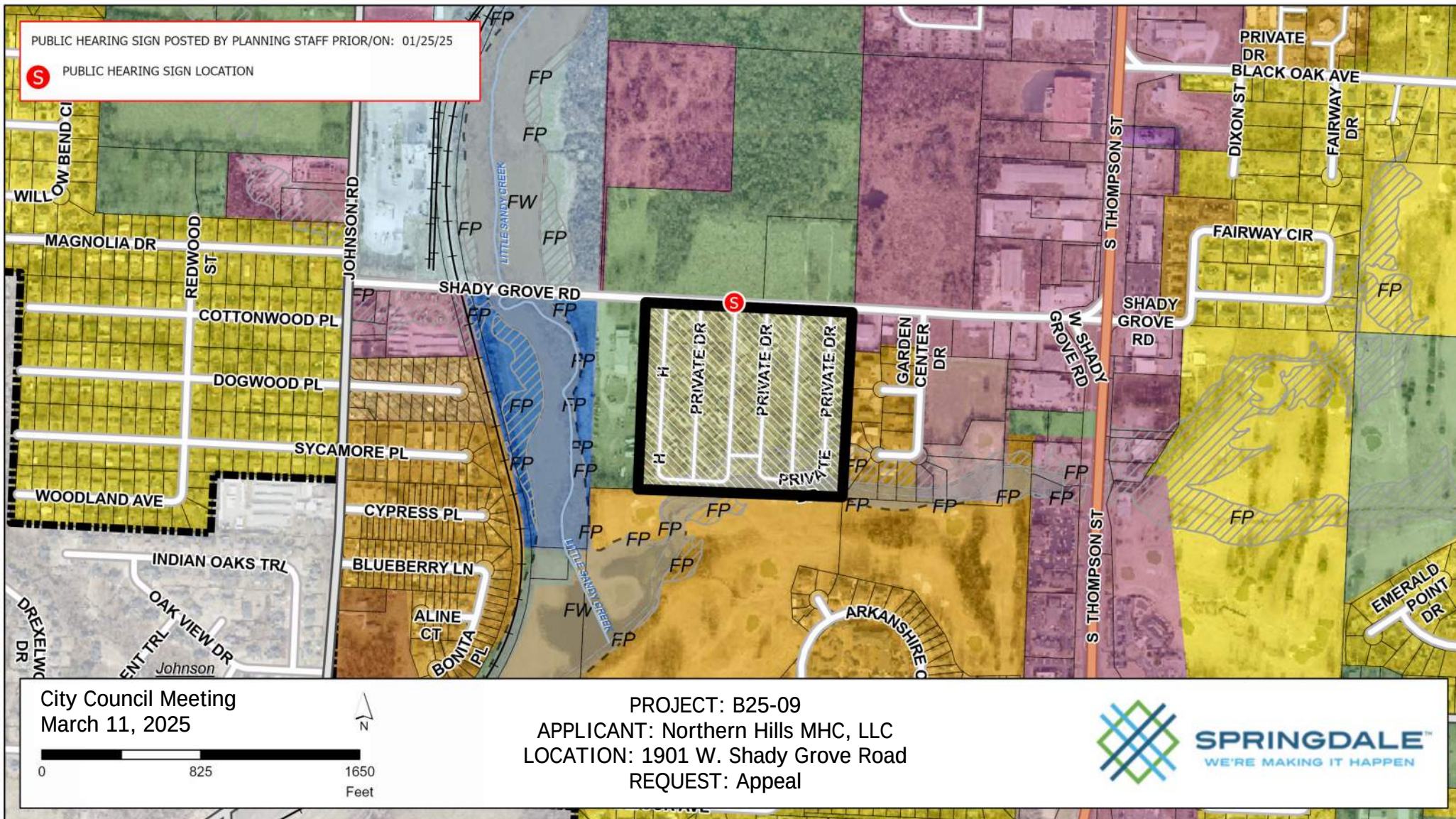
PROJECT: B25-09
APPLICANT: Northern Hills MHC, LLC
LOCATION: 1901 W. Shady Grove Road
REQUEST: Appeal



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25



PUBLIC HEARING SIGN LOCATION



RESOLUTION NO._____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID FUNDS FOR THE FOLLOWING
PROJECT: SPRINGDALE SMART SCHOOLS
CONNECTIONS**

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for Springdale Smart Schools Connections

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



SPRINGDALE™
WE'RE MAKING IT HAPPEN

MEMO

To: Mayor Doug Sprouse, City Council

From: Tristan Hill

Date: 2/26/25

RE: TAP/CRP Federal-Aid Funding Application Resolutions

The two Federal-Aid funding resolutions accompanying this memo are written using the standard template provided by ArDOT and the Northwest Arkansas Regional Planning Commission as outlined for project applications under the Transportation Alternatives Program (TAP) and Carbon Reduction Program (CRP).

The TAP program is intended to fund the construction phase of projects that provide alternate transportation routes. According to the NWARPC, “A goal of the 2045 NWARPC Metropolitan Transportation Plan is to develop a more comprehensive bicycle and pedestrian network for Benton and Washington counties and expand the Heritage Trail system.”

The CRP program is intended to fund projects that reduce carbon emissions produced by automotive traffic. This program is not limited to the construction phase in the same manner as TAP. According to the NWARPC, the current policy focuses on projects of regional significance that reduce carbon emissions by implementing eligible activities, one of which is “construction, planning, and design of on-road and off-road trail facilities.”

The 40th Street Side Path Extension project includes widening the sidewalk on 40th street from Delmon Lane at the northern end of the Emma/Har-Ber overpass project to the existing end of the newly-constructed 40th Street Side Path just north of Falcon Road. Based on a cost estimate produced by city Engineering staff, the proposed grant request totals \$410,000, of which \$82,000 will be the city’s 20% match and \$328,000 will be reimbursed as the 80% Federal-aid portion.

The Springdale Smart Schools Connections project includes a connecting path to Elmdale Elementary, improved frontage sidewalks at Westwood Elementary, and a creek crossing and frontage sidewalk at Turnbow Elementary. CEI Engineers performed a study in which they recommended these pedestrian improvements due to their cost effectiveness and number of homes connected to the city’s schools. Based on CEI’s calculations, the total estimate for the grant application is \$556,000, of which \$111,200 would be contributed by the city as a 20% match and \$444,800 would be reimbursed as the 80% Federal-aid portion.

If the grant application is successful, we anticipate the matching funds would be paid for out of the Street



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Fund.

In addition, the Springdale Active Transportation Committee has expressed their approval of these projects as high priorities for furthering the City's Active Transportation goals and voted on the record to support the outlined grant applications during their January 2025 meeting.

TAP and CRP program applications are highly competitive among the Northwest Arkansas region and, as such, projects may be selected for partial funding by the NWARPC, in which case the local share may need to be increased in order to see the project through to significant completion. The attached resolutions are required to support the general application for the Federal-aid funding programs and do not guarantee Federal-aid funding or construction of the proposed projects. Funding awards are determined by the NWARPC policy committee. Contingent on Federal-aid awards, supplemental resolutions would be presented for specific contracts required to complete the projects as outlined.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID FUNDS FOR THE FOLLOWING
PROJECT: 40TH STREET SIDE PATH EXTENSION

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for 40th St. Side Path Extension

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



SPRINGDALE™
WE'RE MAKING IT HAPPEN

MEMO

To: Mayor Doug Sprouse, City Council

From: Tristan Hill

Date: 2/26/25

RE: TAP/CRP Federal-Aid Funding Application Resolutions

The two Federal-Aid funding resolutions accompanying this memo are written using the standard template provided by ArDOT and the Northwest Arkansas Regional Planning Commission as outlined for project applications under the Transportation Alternatives Program (TAP) and Carbon Reduction Program (CRP).

The TAP program is intended to fund the construction phase of projects that provide alternate transportation routes. According to the NWARPC, “A goal of the 2045 NWARPC Metropolitan Transportation Plan is to develop a more comprehensive bicycle and pedestrian network for Benton and Washington counties and expand the Heritage Trail system.”

The CRP program is intended to fund projects that reduce carbon emissions produced by automotive traffic. This program is not limited to the construction phase in the same manner as TAP. According to the NWARPC, the current policy focuses on projects of regional significance that reduce carbon emissions by implementing eligible activities, one of which is “construction, planning, and design of on-road and off-road trail facilities.”

The 40th Street Side Path Extension project includes widening the sidewalk on 40th street from Delmon Lane at the northern end of the Emma/Har-Ber overpass project to the existing end of the newly-constructed 40th Street Side Path just north of Falcon Road. Based on a cost estimate produced by city Engineering staff, the proposed grant request totals \$410,000, of which \$82,000 will be the city’s 20% match and \$328,000 will be reimbursed as the 80% Federal-aid portion.

The Springdale Smart Schools Connections project includes a connecting path to Elmdale Elementary, improved frontage sidewalks at Westwood Elementary, and a creek crossing and frontage sidewalk at Turnbow Elementary. CEI Engineers performed a study in which they recommended these pedestrian improvements due to their cost effectiveness and number of homes connected to the city’s schools. Based on CEI’s calculations, the total estimate for the grant application is \$556,000, of which \$111,200 would be contributed by the city as a 20% match and \$444,800 would be reimbursed as the 80% Federal-aid portion.

If the grant application is successful, we anticipate the matching funds would be paid for out of the Street



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Fund.

In addition, the Springdale Active Transportation Committee has expressed their approval of these projects as high priorities for furthering the City's Active Transportation goals and voted on the record to support the outlined grant applications during their January 2025 meeting.

TAP and CRP program applications are highly competitive among the Northwest Arkansas region and, as such, projects may be selected for partial funding by the NWARPC, in which case the local share may need to be increased in order to see the project through to significant completion. The attached resolutions are required to support the general application for the Federal-aid funding programs and do not guarantee Federal-aid funding or construction of the proposed projects. Funding awards are determined by the NWARPC policy committee. Contingent on Federal-aid awards, supplemental resolutions would be presented for specific contracts required to complete the projects as outlined.

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELOCATION AGREEMENT WITH BLACK
HILLS ENERGY FOR DON TYSON PARKWAY
EXTENSION, PROJECT NO. 23BPS2**

WHEREAS, Black Hills Energy facilities need to relocate to facilitate the construction of Don Tyson Parkway Extension from Gene George Boulevard to Highway 112, and

WHEREAS, Black Hills Energy has prepared a relocation agreement for the necessary facility relocation:

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a Relocation Agreement for actual cost to relocate with Black Hills Energy for the Don Tyson Parkway Extension for \$253,068.00 from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this __ day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



UTILITY WORK AGREEMENT (MUNICIPALITY)

Municipality: Springdale
Municipality's Address: 201 Spring St Springdale, AR 72764
Job Location: Don Tyson Extension from GG Blvd to Hwy 112

This Utility Work Agreement ("Agreement") is made and entered into this 30th day of January, 2025, by and between the City of Springdale (hereinafter referred to as "Municipality"), and Black Hills Energy Arkansas, Inc. d/b/a/ Black Hills Energy (hereinafter referred to as "BHE").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, BHE must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes BHE to do the following:

Fill in scope here

(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in BHE's plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, MUNICIPALITY AND BHE AGREE AS FOLLOWS:



1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to BHE an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to BHE beginning the Work, Municipality will, at no cost to BHE, furnish BHE with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release BHE from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, BHE hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which BHE holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights BHE shall retain so long as BHE, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for BHE's convenience; and Municipality hereby agrees that BHE, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does BHE waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or BHE in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of BHE, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. The estimated cost of the Work is **\$253,068**. After it has completed the Work, BHE will bill Municipality for the actual cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice. If Municipality fails to



pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid.

5. BHE will perform the Work, as described on the first page of this Agreement. BHE will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond BHE' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to BHE. BHE shall not be obligated to commence the Work unless and until, at no cost to BHE, all necessary easements and rights of way have been executed, acknowledged and delivered to BHE in a form acceptable to BHE.

6. Municipality acknowledges that, in carrying out the Work, BHE is laying its facilities in Utility Easements secured by Municipality from a third party. Municipality agrees that, in the event that the validity of those easements is challenged by any third party, Municipality shall defend against such challenges. Should it be determined that the easements cannot withstand any such challenges and Municipality cannot come to any agreement with the third party or parties challenging the validity of the easement that is also acceptable to BHE, Municipality agrees to reimburse BHE for all costs and expenses it incurs as a result of the easements' validity being challenged, including, but not limited to, attorney fees, BHE's costs to relocate its facilities, and BHE's costs to obtain new easements for its facilities.

7. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in BHE. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

8. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.



9. Municipality and BHE acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

10. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of BHE. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.

11. In the event BHE is required to initiate litigation to enforce the terms and conditions of this Agreement, then BHE shall have the right to recover from Municipality BHE's costs and expenses of such litigation, including reasonable attorney fees.

12. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS, INC. CITY OF SPRINGDALE

By: _____

By: _____

Its: _____

Its: _____

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID FUNDS FOR THE FOLLOWING
PROJECT: 040848 – GENE GEORGE SOUTH, PHASE 2

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for Gene George South, Phase 2

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



SPRINGDALE™
WE'RE MAKING IT HAPPEN

MEMO

To: Mayor Doug Sprouse, City Council

From: Ryan Carr

Date: 2/27/25

RE: STBGP-A Federal-Aid Funding Application Resolution

The Federal-Aid funding resolution accompanying this memo is written using the standard template provided by ArDOT and the Northwest Arkansas Regional Planning Commission as outlined for project applications under the Surface Transportation Block Grant Program – Attributable (STBGP-A).

The Gene George South, Phase 2 Extension project includes extending Gene George Boulevard south to the Johnson city limit line with a new roundabout that will tie in New Hope Road with a three lane extension to the west. This project will also include a 5 foot sidewalk on the east side of the road with a 10 foot trail on the west side. Based on the most recent engineering cost estimate, the proposed grant request totals \$10,000,000, of which \$2,000,000 will be the city's 20% match and \$8,000,000 will be requested as the 80% Federal-aid portion.

If the grant application is successful, we anticipate the matching funds would be paid for out of the 2023 Street Bond fund.

STBGP-A applications are highly competitive among the Northwest Arkansas region and, as such, projects may be selected for partial funding by the NWARPC, in which case the local share may need to be increased in order to see the project through to significant completion. The attached resolution is required to support the general application for the Federal-aid funding programs and do not guarantee Federal-aid funding or construction of the proposed projects. Funding awards are determined by the NWARPC policy committee. Contingent on Federal-aid awards, supplemental resolutions would be presented for specific contracts required to complete the projects as outlined.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELOCATION AGREEMENT WITH BLACK HILLS ENERGY FOR GENE GEORGE BOULEVARD SOUTH EXTENSION

WHEREAS, Black Hills Energy facilities need to relocate to facilitate the construction of Gene George Boulevard South Extension from S 56th Street to Johnson Mill Boulevard, and

WHEREAS, We have approximately \$800,000 of federal STBGP-A grant funding to apply to this relocation at an 80% federal to 20% local match, and

WHEREAS, Black Hills Energy has prepared a relocation agreement for the necessary facility relocation:

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a Relocation Agreement for actual cost to relocate with Black Hills Energy for the Gene George Boulevard South Extension for \$936,537.00 from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ___ day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



UTILITY WORK AGREEMENT (DEVELOPER)

Developer: The City of Springdale, AR
Developer's Address: 201 Spring St Springdale, AR 72764
Job Location: 56th St South Rd Improvements

This Utility Work Agreement ("Agreement") is made and entered into this **18th** day of **February, 2025**, by and between **[The City of Springdale, AR]** (hereinafter referred to as "Developer"), and Black Hills Energy Arkansas, Inc. (hereinafter referred to as "Black Hills").

WHEREAS, Developer proposes to make certain improvements at the location designated above, and as a result of such improvements, Black Hills must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Developer's proposed improvements, Developer wishes Black Hills to do the following:

Black Hills Energy to relocate its 6" and 8 " transmission lines to a deeper depth of cover as shown on the marked up road plans to accommodate the upcoming installation of Gene George Blvd (56th St South) as it crosses over the BHE lines.

(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in Black Hills' plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Developer agrees to pay for the cost of such Work to the extent herein agreed upon.



NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, DEVELOPER AND BLACK HILLS AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Developer's property, Developer hereby grants to Black Hills an easement or license to install and operate utility facilities on or across Developer's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to Black Hills beginning the Work, Developer will, at no cost to Black Hills, furnish Black Hills with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release Black Hills from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, Black Hills hereby grants to Developer the right to use for Developer's purposes the lands within the limits of the improvement project limits on or across which Black Hills holds a valid property interest antedating Developer's rights which were subsequently acquired in the same lands, and which property rights Black Hills shall retain so long as Black Hills, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Developer through removal of facilities in performing the Work or by subsequent removal of facilities for Black Hills' convenience; and Developer hereby agrees that Black Hills, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does Black Hills waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Developer or Black Hills in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Developer or of Black Hills, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. The estimated cost of the Work is \$[936,537]. After it has completed the Work, Black Hills will bill Developer for the actual cost of the Work. Developer shall pay such invoice within 30 days of Developer's receipt of the invoice. If Developer fails to pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid. The estimated and actual cost of the Work includes a tax gross up amount. The tax gross up amount will appear as a separate line item on Developer's bill. The tax gross up reimburses Company for Company's federal and state income tax expense, on a net present value basis, associated with the collection of the cost of the Work from Developer. For refundable contributions, the same percentage rate is applied to refund the tax gross-up to Developer.

5. Black Hills will perform the Work, as described on the first page of this Agreement. Black Hills will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond Black Hills' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to Black Hills. Black Hills shall not be obligated to commence the Work unless and until, at no cost to Black Hills, all necessary easements and rights of way have been executed, acknowledged and delivered to Black Hills in a form acceptable to Black Hills.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in Black Hills. Developer understands, acknowledges and agrees that Developer shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Developer and Black Hills acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of Black Hills. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.



10. In the event Black Hills is required to initiate litigation to enforce the terms and conditions of this Agreement, then Black Hills shall have the right to recover from Developer Black Hills' costs and expenses of such litigation, including reasonable attorney fees.

11. Developer acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS INC.

The City of Springdale

By: _____

By: _____

Its: _____

Its: _____

Federal Tax I.D. No.: _____

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELOCATION AGREEMENT WITH OZARKS ELECTRIC COOPERATIVE FOR DON TYSON PARKWAY EXTENSION, PROJECT NO. 23BPS2

WHEREAS, Ozarks Electric Cooperative facilities need to relocate to facilitate the construction of Don Tyson Parkway Extension from Gene George Boulevard to Highway 112, and

WHEREAS, Ozarks Electric has prepared a relocation agreement for the necessary facility relocation:

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a Relocation Agreement for actual cost to relocate with Ozarks Electric Cooperative for the Don Tyson Parkway Extension for \$57,811.24 from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this __ day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

December 9th, 2024

Mr. Braden Rush
Engineering Services, Inc.
1207 South Old Missouri Road
P.O. Box 282
Springdale, AR 72765-0282

Job Number 040717 (Utilities)
Don Tyson Parkway, Gene George Blvd to Highway 112

Dear Mr. Rush:

Enclosed is a copy of the relocation plans, a copy of the cost estimate, the signed Affidavit and Buy America certificate. OECC will use in house crews or our in house contractor to build this project. We estimate to start construction 60 calendar days after work to proceed is issued and hope to complete construction within a 30 calendar days weather permitting. We would anticipate doing actual cost agreement on this project.

If you have any questions feel free to contact me, at 1-479 -684-4658 or
wdick@ozarksecc.com.

Sincerely,

William Dick

William Dick
Staking Supervisor

Work Order: 3476534

Open Date: 11/18/2024

Project: AR - ARKANSAS

Revision: 0

Staked By: LONNIE GRA

Map Location:

Desc: System Improvements(WO)

Rel By:

Service Location: 0

Type: System Improvement

Rel Date:

Customer: DON TYSON 115 / ARDOT 040717

Status: Open

Tran Type: Construction

Assembly	Uni Description	Design CD	Rate Group	Qty	Labor Hrs	Total Hours	Mat Cost	Mat Ovrhd	Lab Cost	Lab Ovrhd	Total Cost
1/0TPX	WIRE, 1/0 TRIPLEX NERITINA		HOT - HOT	315.000	0.0050	1.5750	\$517.17	\$47.84	\$73.33	\$256.66	\$895.00
15 KVA 7200-	15 KVA 7200-120/240 1-PHS		HOT - HOT	1.000	1.5000	1.5000	\$1,286.00	\$118.96	\$69.84	\$244.44	\$1,719.24
200 AMP UM (30 ft.)	200 AMP UM5-2-O METER LC		HOT - HOT	2.000	0.0000	0.0000	\$1,365.89	\$126.33	\$0.00	\$0.00	\$1,492.22
25 KVA 7200-	25 KVA 7200-120/240 1-PHS		HOT - HOT	1.000	1.5000	1.5000	\$1,592.24	\$147.28	\$69.84	\$244.44	\$2,053.80
A1	SINGLE PHASE SINGL Pole: 4 Wire:		HOT - HOT	1.000	1.5000	1.5000	\$58.95	\$5.46	\$69.84	\$244.44	\$378.69
A2	SINGLE PHASE DOUB Pole: 4 Wire:		HOT - HOT	1.000	1.5000	1.5000	\$92.93	\$8.60	\$69.84	\$244.44	\$415.81
C#4 A	#4 ACSR SWANATE		HOT - HOT	1,870.000	0.0100	18.7000	\$384.47	\$35.56	\$870.67	\$3,047.35	\$4,338.05
E1-2S	SINGLE DOWN GUY, 1 Pole: 4		HOT - HOT	6.000	0.7500	4.5000	\$513.45	\$47.49	\$209.52	\$733.32	\$1,503.78
F1-2EF	ELECTRIC/FIBER JOINT USE ANCH		HOT - HOT	2.000	1.5000	3.0000	\$223.45	\$20.67	\$139.68	\$488.88	\$872.68
F1-3EF	ELECTRIC/FIBER JOINT USE ANCH		HOT - HOT	4.000	1.5000	6.0000	\$616.33	\$57.01	\$279.36	\$977.76	\$1,930.46
G106	SINGLE PHASE TRAN: Pole: 4 Wire:		HOT - HOT	2.000	1.5000	3.0000	\$474.39	\$43.90	\$139.68	\$488.88	\$1,146.85
K14C	SERVICE ASSEMBLY Pole: 4		HOT - HOT	3.000	0.7500	2.2500	\$33.71	\$3.11	\$104.76	\$366.66	\$508.24
M2-11	POLE GROUNDING AS Neutral: N#4A		HOT - HOT	5.000	0.7500	3.7500	\$321.48	\$29.74	\$174.60	\$611.10	\$1,136.92
MP	METER POLE		HOT - HOT	1.000	0.0000	0.0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MTR,3W CL2	METER,3-WIRE CL200;1-PHS;FORM:		HOT - HOT	1.000	0.0001	0.0001	\$160.23	\$14.82	\$0.00	\$0.00	\$175.05
OECC TO SU	OECC TO SUPPLY (COMMENT)		HOT - HOT	2.000	0.0001	0.0002	\$0.00	\$0.00	\$0.01	\$0.04	\$0.05
OZARKS GO	OZARKS GO TO ATTACH (COMMENT)		HOT - HOT	2.000	0.0001	0.0002	\$0.00	\$0.00	\$0.01	\$0.04	\$0.05
P4-40	POLE, CLASS 4 40'		HOT - HOT	2.000	5.0000	10.0000	\$1,401.14	\$129.61	\$465.60	\$1,629.60	\$3,625.95
P4-45	POLE, CLASS 4 45'		HOT - HOT	3.000	5.0000	15.0000	\$2,525.68	\$233.63	\$698.40	\$2,444.40	\$5,902.11
PIGTAILS 1/0	PIGTAILS 1/0TPX		HOT - HOT	2.000	0.0001	0.0002	\$19.13	\$1.77	\$0.01	\$0.04	\$20.95
PIGTAILS 200	PIGTAILS 200AMP		HOT - HOT	1.000	0.0001	0.0001	\$24.18	\$2.23	\$0.00	\$0.00	\$26.41
R1-30	RIGHT OF WAY CLEARING UNIT 30		HOT - HOT	150.000	0.2148	32.2200	\$0.00	\$0.00	\$1,500.16	\$5,250.56	\$6,750.72
SQUEEZE-ON	SQUEEZE-ON 1/0 TPX		HOT - HOT	1.000	0.0001	0.0001	\$14.63	\$1.35	\$0.00	\$0.00	\$15.98
SQUEEZE-ON	SQUEEZE-ON 200 AMP		HOT - HOT	4.000	0.0001	0.0004	\$53.94	\$4.99	\$0.02	\$0.07	\$59.02
VA5	SINGLE PHASE PRIM: Pole: 4 Wire:		HOT - HOT	2.000	3.0000	6.0000	\$140.06	\$12.96	\$279.36	\$977.76	\$1,410.14
WEDGE	WEDGE CLAMP Miscellaneous:		HOT - HOT	3.000	0.1000	0.3000	\$8.85	\$0.82	\$13.97	\$48.90	\$72.54
Assembly Units:						112.2963	\$11,828.30	\$1,094.13	\$5,228.50	\$18,299.75	\$36,450.68

Tran Type: Retirement

Assembly	Uni Description	Design CD	Rate Group	Qty	Labor Hrs	Total Hours	Mat Cost	Mat Ovrhd	Lab Cost	Lab Ovrhd	Total Cost
#2TPX	#2TPX		HOT - HOT	80.000	0.0050	0.4000	\$0.00	\$0.00	\$18.62	\$65.17	\$83.79
1/0TPX	WIRE, 1/0 TRIPLEX NERITINA		HOT - HOT	120.000	0.0050	0.6000	\$0.00	\$0.00	\$27.94	\$97.79	\$125.73
10 KVA 7200-	10 KVA 7200-120/240 1-PHS		HOT - HOT	1.000	0.0000	0.0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15 KVA 7200-	15 KVA 7200-120/240 1-PHS		HOT - HOT	1.000	1.5000	1.5000	\$0.00	\$0.00	\$69.84	\$244.44	\$314.28
37.5 KVA 7.2-	37.5 KVA 7.2-120/240 1-PHS		HOT - HOT	1.000	1.5000	1.5000	\$0.00	\$0.00	\$69.84	\$244.44	\$314.28
A1	SINGLE PHASE SINGLE PRIMARY S		HOT - HOT	2.000	1.5000	3.0000	\$0.00	\$0.00	\$139.68	\$488.88	\$628.56
A1	SINGLE PHASE SINGL Pole: 4		HOT - HOT	1.000	1.5000	1.5000	\$0.00	\$0.00	\$69.84	\$244.44	\$314.28
A1-1	SINGLE PHASE DOUBLE PRIMARY		HOT - HOT	1.000	1.5000	1.5000	\$0.00	\$0.00	\$69.84	\$244.44	\$314.28
A5	SINGLE PHASE PRIMARY DEADENI		HOT - HOT	3.000	3.0000	9.0000	\$0.00	\$0.00	\$419.04	\$1,466.64	\$1,885.68
C#4 A	#4 ACSR SWANATE		HOT - HOT	3,240.000	0.0100	32.4000	\$0.00	\$0.00	\$1,508.54	\$5,279.89	\$6,788.43
E1-2	SINGLE DOWN GUY, THROUGH BO		HOT - HOT	6.000	0.7500	4.5000	\$0.00	\$0.00	\$209.52	\$733.32	\$942.84
E3-10	YELLOW GUY MARKER		HOT - HOT	1.000	0.3000	0.3000	\$0.00	\$0.00	\$13.97	\$48.90	\$62.87
F1-2	LINE ANCHOR		HOT - HOT	3.000	1.5000	4.5000	\$0.00	\$0.00	\$209.52	\$733.32	\$942.84
F1-2S	F1-2 POWER ANCHOR		HOT - HOT	1.000	1.5000	1.5000	\$0.00	\$0.00	\$69.84	\$244.44	\$314.28
F1-3EF	ELECTRIC/FIBER JOINT USE ANCH		HOT - HOT	2.000	1.5000	3.0000	\$0.00	\$0.00	\$139.68	\$488.88	\$628.56

G106	SINGLE PHASE TRANSFORMER MO	HOT - HOT	3.000	1.5000	4.5000	\$0.00	\$0.00	\$209.52	\$733.32	\$942.84
K14C	SERVICE ASSEMBLY	HOT - HOT	3.000	0.7500	2.2500	\$0.00	\$0.00	\$104.76	\$366.66	\$471.42
M2-1	POLE GROUNDING ASSEMBLY-GRC	HOT - HOT	6.000	0.7500	4.5000	\$0.00	\$0.00	\$209.52	\$733.32	\$942.84
M2-11	POLE GROUNDING ASSEMBLY GRC	HOT - HOT	2.000	0.7500	1.5000	\$0.00	\$0.00	\$69.84	\$244.44	\$314.28
MP	METER POLE	HOT - HOT	1.000	0.0000	0.0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MTR,3W CL2	METER,3-WIRE CL200;1-PHS;FORM:	HOT - HOT	1.000	0.0001	0.0001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OZARKS GO	OZARKS GO CONTACT (COMMENT	HOT - HOT	3.000	0.0001	0.0003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
P4-40	POLE, CLASS 4 40'	HOT - HOT	3.000	3.0000	9.0000	\$0.00	\$0.00	\$419.04	\$1,466.64	\$1,885.68
P5-40	*DO NOT USE* 5 40'	HOT - HOT	1.000	3.0000	3.0000	\$0.00	\$0.00	\$139.68	\$488.88	\$628.56
P6-30	*DO NOT USE* 6 30'	HOT - HOT	1.000	3.0000	3.0000	\$0.00	\$0.00	\$139.68	\$488.88	\$628.56
P6-35	*DO NOT USE* 6 35'	HOT - HOT	3.000	3.0000	9.0000	\$0.00	\$0.00	\$419.04	\$1,466.64	\$1,885.68
Assembly Units:				101.9504	\$0.00	\$0.00	\$4,746.79	\$16,613.77	\$21,360.56	
Order 3476534:				214.2467	\$11,828.30	\$1,094.13	\$9,975.29	\$34,913.52	\$57,811.24	

NEW CONSTRUCTION	\$12,922.43
NEW LABOR	\$5,228.50
NEW OVERHEADS	\$18,299.75
RETIREMENT LABOR	\$4,746.79
RETIREMENT OVERHEADS	\$16,613.77
TOTAL	\$57,811.24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS TO FINANCE EXTENSIONS, BETTERMENTS AND IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Springdale, Arkansas (the "City") owns a water and sewer system (the "System") that is operated by the Springdale Water and Sewer Commission (the "Commission"); and

WHEREAS, the Commission has determined that extensions, betterments and improvements to the System (the "Improvements") are necessary in order to make the services thereof adequate for the needs of the City; and

WHEREAS, the Improvements include particularly, without limitation, the Western Corridor Transmission Main Project and the Johnson/Robinson Force Main and Gravity Sewer Project; and

WHEREAS, the City can obtain funds to pay all or a portion of the costs of the Improvements by the issuance of Water and Sewer Revenue Bonds, Series 2025 in the aggregate principal amount of \$_____ (the "bonds"); and

WHEREAS, the City has made arrangements for the sale of the bonds to Stephens Inc. and Crews & Associates, Inc. (collectively, the "Purchaser") at a price of \$_____ (principal amount plus original issue premium of \$_____ and less underwriters' discount of \$_____) (the "Purchase Price"), pursuant to a Bond Purchase Agreement (the "Purchase Agreement") which has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and Bank OZK, Little Rock, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the bonds, has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated March 4, 2025, offering the bonds for sale (the "Preliminary Official Statement") has been presented to and is before this meeting; and

WHEREAS, the City has outstanding its Water and Sewer Revenue Bond, Series 2006 (the "2006 Bond"), authorized by Ordinance No. 3912, adopted on June 27, 2006 (the "2006 Bond Ordinance"); and

WHEREAS, the City has outstanding its Water and Sewer Revenue Bonds, Series 2022A (the "2022A Bonds"), authorized by Ordinance No. 5701, adopted on April 12, 2022 (the "2022A Bond Ordinance"); and

WHEREAS, the City has outstanding its Water and Sewer Revenue Bond, Series 2022B (the "2022B Bond"), authorized by Ordinance No. 5717, adopted on May 24, 2022 (the "2022B Bond Ordinance"); and

WHEREAS, the parity provisions of the 2006 Bond Ordinance, the 2022A Bond Ordinance and the 2022B Bond Ordinance (collectively, the "Parity Bond Ordinances") have been or will be met so that the bonds can be issued on a parity of security with the 2006 Bond, the 2022A Bonds and the 2022B Bond (collectively, the "Parity Bonds"); and

WHEREAS, the City has enacted water and wastewater development impact fees (the "Impact Fees") pursuant to Ordinance No. 6023 of the City, adopted on November 26, 2024 (the "Impact Fees Ordinance"); and

WHEREAS, the Impact Fees are not pledged to the payment of the bonds but may be used in accordance with the Impact Fees Ordinance, which may include, at the option of the City, the payment of scheduled debt service on the bonds or the redemption of the bonds prior to maturity;

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

Section 1. The Improvements are hereby authorized and shall be accomplished. The Improvements shall be accomplished and shall be a part of the System. The accomplishment of the Improvements shall be under the control and supervision of, and all details in connection therewith shall be handled by, the Commission, and the Commission shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The Commission shall let all construction contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the Commission, will fully insure the completion of the Improvements in accordance with the plans and specifications therefor.

Section 2. The Preliminary Official Statement, in substantially the form submitted to this meeting, is hereby approved and the use of the Preliminary Official Statement in connection with the sale of the bonds is hereby authorized, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the bonds.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System will be more than twenty-five (25) years, which is longer than the term of the bonds.

Section 4. The offer of the Purchaser for the purchase of the bonds from the City at the Purchase Price is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the bonds are hereby sold to the Purchaser. The Mayor is authorized to execute and deliver the Purchase Agreement for and on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 5. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement for and on behalf of the City. The Mayor is authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 6. It is understood and agreed that the Commission, acting for and on behalf of the City, has custody of and control over the System, operates, maintains and repairs the System and collects and handles revenues of the System. Therefore, it is understood and agreed that even though there are some express references to the Commission, all references herein to the City shall, when appropriate in view of the authority and responsibility of the Commission, be construed to mean and include the Commission.

Section 7. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Arkansas Code"), Title 14, Chapter 235, Subchapter 2 of the Arkansas Code, and Title 14, Chapter 164, Subchapter 4 of the Arkansas Code and applicable decisions of the Supreme Court of the State, including particularly City of Harrison v. Braswell, 209 Ark. 1094, 194 S.W.2d 12 (1946), City of Springdale, Arkansas Water and Sewer Revenue Bonds, Series 2025 are hereby authorized and ordered issued in the aggregate principal amount of \$_____ for the purpose of financing all or a portion of the costs of the Improvements and paying expenses of issuing the bonds. The bonds shall bear interest at the rates and shall mature on September 1 in the years and in the amounts as follows:

<u>Year</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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*Term Bonds.

The bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the bonds shall be numbered from 1 upward in order of issuance. Each bond shall have a CUSIP number.

The bonds shall be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten bond for each stated maturity date which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the bonds. The bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the bonds for use in a book-entry system, the City may establish a securities depository/ book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the bonds from the securities depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the bonds so long as the bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each bond shall be dated the date of delivery to the Purchaser. Interest on the bonds shall be payable on September 1, 2025, and semiannually thereafter on March 1 and September 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by Bank OZK, Little Rock, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date.

Each bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 9 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, maturity, interest rate and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the same without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient

to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause books to be maintained for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal corporate office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. The City shall not be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest on any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 8. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The bonds, together with interest thereon, are secured by and are payable solely from revenues derived from the System ("Revenues"), which are hereby pledged and mortgaged for the equal and ratable payment of the bonds. The pledge of Revenues is on a parity with the pledge in favor of the Parity Bonds. The term "Revenues" includes all receipts and revenues of the System, including all receipts from rates and charges, all investment earnings from revenues of the System, and all other receipts, revenues and moneys derived by, or on behalf of, the City, in any manner, from any source, from or arising in connection with the ownership or operation of the System; provided, however, "Revenues" shall not include the Impact Fees collected by the City. The bonds and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation.

Section 9. The bonds and the Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Bond)

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF SPRINGDALE
WATER AND SEWER REVENUE BOND,
SERIES 2025

Interest Rate: _____%

Maturity Date: September 1, _____

Dated Date: _____, 2025

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

CUSIP No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, County of Washington, State of Arkansas (the "City"), for value received, hereby promises to pay, but solely from the source as hereinafter provided and not otherwise, to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate office of Bank OZK, Little Rock, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, 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 by check or draft interest thereon, but solely from the source as hereinafter provided and not otherwise, in like coin or currency from the interest commencement date specified below at the Interest Rate per annum shown above, payable September 1, 2025 and semiannually thereafter on March 1 and September 1 of each year, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment

date, in which event it shall bear interest from the Dated Date shown above, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond is one of an issue of City of Springdale, Arkansas Water and Sewer Revenue Bonds, Series 2025, aggregating _____ Dollars (\$_____) in principal amount (the "bonds"), and is issued for the purpose of financing all or a portion of the costs of extensions, betterments and improvements to the City's water and sewer system (the "System"), and paying necessary expenses incidental thereto and to the authorization and issuance of the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Code"), Title 14, Chapter 164, Subchapter 4 of the Code and Title 14, Chapter 235, Subchapter 2 of the Code and applicable decisions of the Supreme Court of Arkansas, including particularly City of Harrison v. Braswell, 209 Ark. 1094, 194 S.W.2d 12 (1946), and pursuant to Ordinance No. _____ of the City, duly adopted on _____, 2025 (the "Authorizing Ordinance"), and do not constitute an indebtedness of the City within any constitutional or statutory limitation. The bonds are not general obligations of the City, but are special obligations payable solely from the pledged revenues derived from the operation of the System and, at the City's option, from certain Impact Fees (as defined in the Authorizing Ordinance) which are not pledged to the payment of the bonds. In this regard, the pledge in favor of the bonds is on a parity with the pledge in favor of the City's Water and Sewer Revenue Bonds, Series 2006, Series 2022A and Series 2022B. An amount of System revenues sufficient to pay the principal of and interest on the bonds has been duly pledged and set aside into the 2025 Water and Sewer Revenue Bond Fund created by the Authorizing Ordinance. Reference is hereby made to the Authorizing Ordinance for a detailed statement of the terms and conditions upon which the bonds are issued, of the nature and extent of the security for the bonds, and the rights and obligations of the City, the Trustee and the owners of the bonds.

The bonds shall be subject to extraordinary, optional and mandatory sinking fund redemption as follows:

1. The bonds shall be redeemed from proceeds of the bonds which are not needed for the purposes intended, in whole or in part, on any interest payment date, in inverse

order of maturity (and by lot within a maturity in such manner as the Trustee shall determine), at a price equal to the principal amount being redeemed plus accrued interest to the redemption date.

2. The bonds are subject to redemption at the option of the City from funds from any source, in whole or in part at any time, on and after _____, 20__, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

3. To the extent not previously redeemed, the bonds maturing on September 1 in the year 20__, are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on September 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Bonds Maturing September 1, 20__

Year (<u>September 1</u>) (maturity)	Principal <u>Amount</u>
--	----------------------------

In case any outstanding bond is in a denomination greater than \$5,000, each \$5,000 of face value of such bond shall be treated as a separate bond of the denomination of \$5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or other standard means, including facsimile or electronic communication, to all registered owners of bonds to be redeemed. Failure to mail or send an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the registered owner hereof in person or by his attorney-in-fact duly authorized in writing at the principal corporate office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in

exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee 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 premium, if any, hereon and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

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 bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and premium, if any, and interest on the bonds as the same become 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 Authorizing Ordinance 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 and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds designated Series 2025 in and issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____

BANK OZK
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the bonds.)

Section 10. The City has heretofore fixed water and sewer rates by Ordinances of the City. Reference is hereby made to such Ordinances fixing the rates for the details thereof and other provisions pertaining thereto, which water and sewer rates are hereby confirmed and continued.

The City covenants that the rates shall never be reduced while any of the bonds are outstanding unless there is obtained from an independent certified public accountant ("Accountant") a certificate that the Net Revenues of the System ("Net Revenues" being defined as gross Revenues less the expenses of operation and maintenance of the System, including all expense items properly attributable to the operation and maintenance of the System under generally accepted government accounting standards applicable to municipal water and sewer facilities other than depreciation, interest and amortization of deferred bond discount expenses), with the reduced rates, will always be equal to the amount required to be set aside for the Depreciation Fund and leave a balance equal to at least 110% of maximum annual principal and interest requirements on all outstanding bonds to which Revenues are pledged ("System Bonds"). The City further covenants that the rates shall, if and when necessary from time to time, be increased in such manner as will produce Net Revenues at least equal to 110% of the maximum annual principal and interest requirements on all System Bonds, to make the required deposit into the Depreciation Fund, and to otherwise comply with the provisions of this Ordinance and all ordinances authorizing System Bonds.

Section 11. The City covenants that it will continuously operate the System as a revenue-producing undertaking in compliance with all federal, state and local laws. The City further covenants that it will not sell or lease the same, or any substantial portion thereof, provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue-producing undertaking.

Section 12. The Treasurer of the City shall be statutory custodian of the Revenues. However, the Revenues shall be collected, held and disbursed by the Executive Director of the System (the "Executive Director"). Each employee of the City or the Commission handling Revenues shall give bond for the faithful discharge of his or her duties. The bonds required by the preceding sentence shall be approved by the City Council or the Commission, as appropriate. All Revenues shall be accounted for at all times separately and distinctly from other moneys of the City. All Revenues shall be used and applied only as provided herein. Except as hereinafter provided, all Revenues shall be deposited in such depository or depositories for the City as may have been heretofore designated or as may be lawfully designated from time to time by this Ordinance or by resolution of the Commission; subject, however, to the giving of security as now or as hereafter may be required by law and provided that such depository or depositories shall hold membership in the Federal Deposit Insurance Corporation ("FDIC"). Unless otherwise expressly provided herein, all payments from the funds hereinafter created shall be made by check signed by the person or persons designated by Commission.

Section 13. All Revenues shall be paid into a special fund heretofore created and designated "Water and Sewer Revenue Fund" (the "Revenue Fund"). Moneys in the Revenue Fund are hereby pledged and shall be applied to the payment of the reasonable and necessary expenses of operation and maintenance of the System, to the payment of the principal of and interest on the bonds and other System Bonds, to the maintenance of any debt service reserves at the required levels, and to the providing of an adequate depreciation fund and otherwise as described herein and in the Parity Bond Ordinances, in the order of priority hereinafter set forth.

Section 14. There shall be paid from the Revenue Fund into a fund heretofore created and designated "Water and Sewer Operation and Maintenance Fund" (the "Operation and Maintenance Fund"), on the first business day of each month, an amount sufficient to pay the reasonable and necessary monthly expenses of operation, repair and maintenance of the System for such month and from which disbursements shall be made only for those purposes. Fixed annual charges such as insurance premiums and the cost of major repair and maintenance expenses may be computed and set up on an annual basis, and one-twelfth (1/12) of the amount thereof may be paid into the Operation and Maintenance Fund each month.

If in any month for any reason there shall be a failure to transfer and pay the required amount into the Operation and Maintenance Fund, the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid therein during the next succeeding month. If in any fiscal year a surplus shall be accumulated in the Operation and Maintenance Fund over and above the amount which shall be necessary to meet the requirements thereof during the next twelve (12) months, such surplus may be transferred to the Revenue Fund.

Section 15. After making the required monthly deposits into the Operation and Maintenance Fund, there shall next be transferred and paid from the Revenue Fund, pro rata, into the bond funds (and any debt service reserves therein) being maintained in connection with the Parity Bonds and any additional parity bonds (the "Parity Bond Funds") and into a special fund in the Trustee hereby created and designated "2025 Water and Sewer Revenue Bond Fund" (the "Bond Fund") the sums in the amounts and at the times described below. The obligation to make

the required monthly deposits into the Bond Fund and the Parity Bond Funds shall rank on a parity of security.

There shall be paid into the Parity Bond Funds the required monthly deposits pursuant to the Parity Bond Ordinances and each ordinance securing additional parity bonds.

There shall be paid into the Bond Fund on the first business day of each month, commencing in May 2025, until all outstanding bonds, with interest thereon, have been paid in full or provision made for such payment, a sum equal to 1/6 of the next installment of interest on the bonds plus 1/12 of the next installment of principal of the bonds; provided, however, the payments shall be adjusted through August 2025 to 1/3 of the principal of and interest on the bonds due September 1, 2025.

The City shall also pay into the Bond Fund such additional sums as necessary to provide for the Trustee's fees and expenses (including reasonable legal fees) plus any arbitrage rebate due to be paid to the United States Treasury under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The City shall receive a credit against monthly deposits from the Revenue Fund into the Bond Fund from all interest earnings on moneys in the Bond Fund and any deposits of Impact Fees into the Bond Fund made by the City that are designated to pay scheduled debt service.

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

If a surplus shall exist in the Bond Fund over and above the amount required for making all principal and interest payments during the next succeeding twelve month period, such surplus shall, at the option of the City, either be applied to the redemption of the bonds that may be called for redemption prior to maturity, paid to the City for deposit into the Revenue Fund or used to pay any arbitrage rebate due under Section 148(f) of the Code.

When the moneys held in the Bond Fund shall be and remain sufficient to pay the principal of and interest on all of the bonds then outstanding plus Trustee's fees and any arbitrage rebate due under Section 148(f) of the Code, the City shall not be obligated to make any further payments into the Bond Fund.

The City shall have the option to deposit, from time to time, Impact Fees into the Bond Fund with instructions to the Trustee to either (1) use such deposit to redeem bonds prior to maturity, or (2) to credit the Impact Fees against the monthly Bond Fund payment obligations from the Revenue Fund to the extent of the deposit amount.

The Trustee shall withdraw from the Bond Fund on the due date for the principal and/or interest on any bond, at maturity or redemption prior to maturity, an amount equal to the amount of such bond and interest due thereon for the sole purpose of paying the same, together with the Trustee's fee and expenses. There shall also be withdrawn and paid to the United States

Treasury any arbitrage rebate due at the times and in the amounts required by Section 148(f) of the Code. No withdrawal of funds from the Bond Fund shall be made for any other purpose except as otherwise authorized in this Ordinance.

The bonds shall be specifically secured by a pledge of all Revenues to be deposited into the Bond Fund. This pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 16. After making the required deposits into the Operation and Maintenance Fund, the Bond Fund and the Parity Bond Funds and after paying the servicing fee in connection with the 2022B Bond, there shall next be paid from the Revenue Fund into a fund heretofore created and designated "Water and Sewer Depreciation Fund" (the "Depreciation Fund"), on the first business day of each month the following: (1) an amount equal to 6% of the gross Revenues for the preceding month in months in which the Depreciation Fund has less than \$305,408.30; or (2) an amount equal to 5% of the gross Revenues for the preceding month in months in which the Depreciation Fund has \$305,408.30 or more. The moneys in the Depreciation Fund shall be used solely for the purpose of paying the cost of repairs or replacements made necessary by the depreciation of the System or for the purpose of paying the costs of damage caused by unforeseen catastrophes.

If in any month for any reason there shall be a failure to transfer and pay the required amount into the Depreciation Fund, the amount of the deficiency shall be added to the amount otherwise required to be paid therein during the next succeeding month. If in any fiscal year a surplus shall be accumulated in the Depreciation Fund over and above the amount necessary to defray the costs of the probable repairs and replacements during the then fiscal year and the next ensuing fiscal year, such surplus may be transferred and paid into the Revenue Fund.

Section 17. Any moneys remaining in the Revenue Fund after making all payments required by Sections 14, 15 and 16 of this Ordinance may be used for payment of debt service on bonds secured by a pledge of Revenues subordinate to the pledge in favor of the bonds or for any lawful purpose in connection with the System.

Section 18. So long as any of the bonds are outstanding, the City shall not issue or attempt to issue any bonds claimed to be entitled to a priority of lien on Revenues over the lien securing the bonds. The City reserves the right to issue additional bonds to finance or pay the cost of constructing any future extensions, betterments or improvements to the System or to refund System Bonds, but the City shall not authorize or issue any such additional bonds ranking on a parity with the bonds unless and until there have been procured and filed with the City Clerk and the Trustee a statement by an Accountant not in the regular employ of the City or the Commission reciting, based upon necessary investigation, that (1) Net Revenues (as defined in Section 10 hereof) of the System for the fiscal year immediately preceding the fiscal year in which it is proposed to issue such additional bonds shall equal not less than 110% of the maximum annual principal and interest requirements on all of the then outstanding System Bonds and the additional bonds then proposed to be issued or (2) Net Revenues of the System for the fiscal year next succeeding the fiscal year in which it is proposed to issue such additional bonds, including net

revenues to be derived from any extensions, betterments and improvements to be constructed out of the proceeds of the additional bonds then proposed to be issued, as reflected by a statement by an independent consulting engineer not in the regular employ of the City or the Commission ("Engineer"), and taking into account any rate increase effective before the issuance of the additional bonds, will equal not less than 110% of the maximum annual principal and interest requirements on all then outstanding System Bonds and the additional bonds then proposed to be issued. In making the computation set forth in (1) above, the City, and the Accountant on behalf of the City, may, based on the opinion or report of an Engineer, treat any increase in rates for the System effective subsequent to the first day of such preceding fiscal year as having been in effect throughout such fiscal year and may include in Net Revenues for such fiscal year the amount that would have been received, based upon such opinion or report, had the increase been in effect throughout such fiscal year.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall be understood to mean System Bonds ranking on a parity of security with the bonds and not System Bonds subordinate in security to the bonds.

Section 19. The bonds shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form. The City covenants and agrees to cause to be paid into the Bond Fund sufficient funds to redeem the bonds in the amounts and on the dates set forth in the bonds. Therefore, in calculating the monthly payments to be deposited into the Bond Fund, the term "next installment of principal" shall include the principal of the bonds maturing on the next principal payment date and the principal of the bonds which will be redeemed in accordance with the mandatory sinking fund redemption provisions of the bonds on the next interest payment date scheduled for such redemption.

Section 20. The City shall cause proper books of accounts and records to be kept (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the operation of the System, and such books shall be available for inspection by the registered owner of any of the bonds at reasonable times and under reasonable circumstances. The City agrees to have these records audited by an Accountant at least once each year, and a copy of the audit shall be delivered to the Trustee and made available to the registered owners of the bonds requesting the same in writing. In the event that the City fails or refuses to make the audit, the Trustee or any registered owner of the bonds, may have the audit made, and the cost thereof shall be charged against the Operation and Maintenance Fund.

Section 21. The City covenants and agrees that it will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost. While any of the bonds are outstanding, the City agrees that to the extent comparable protection is not otherwise provided to the satisfaction of the Trustee, that it will insure and at all times keep insured, in the amount of the actual value thereof, in a responsible insurance company or companies selected by the Commission authorized and qualified under the laws of the State to assume the risk thereof, properties of the System, to the extent that such properties would be covered by insurance by private companies engaged in similar types of businesses against loss or damage thereto from fire and other perils included in extended coverage insurance in effect in the State. The insurance policies are to carry a clause making them payable to the Trustee as its interest may appear, and

satisfactory evidence of said insurance shall be filed with the Trustee. In the event of loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement or repair of the System, and in such event the City will, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement and repair work. If such proceeds are more than sufficient for such purposes, the balance remaining shall be deposited to the credit of the Revenue Fund and if such proceeds shall be insufficient for such purposes the deficiency shall be supplied first from moneys in the Depreciation Fund and second from moneys in the Operation and Maintenance Fund and third from surplus moneys in the Revenue Fund. Nothing shall be construed as requiring the City to expend any moneys for operation and maintenance of the System or for premiums on its insurance which are derived from sources other than the operation of the System, but nothing shall be construed as preventing the City from doing so.

Section 22. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) noncallable direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America ("Investment Securities") (provided that such deposit will not affect the tax exempt status of the interest on any of the bonds or cause any of the bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Investment Securities.

When all the bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses and if any arbitrage rebate due the United States Treasury has been paid or provided for to the satisfaction of the Trustee, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City. In determining the sufficiency of the deposit of Investment Securities there shall be considered the principal amount of such Investment Securities and interest to be earned thereon until the maturity of such Investment Securities.

Section 23. (a) If there be any default in the payment of the principal of or interest on any of the bonds, or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Trustee may, and upon the written request of the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State. And in the case of a default in the payment of the principal of

and interest on any of the bonds, the Trustee may and upon written request of the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall apply in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the System on behalf of the City and the registered owners of the bonds with power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for the payment of the expenses of operation, maintenance and repair and to pay any bonds and interest outstanding and to apply Revenues in conformity with the laws of the State and with this Ordinance. When all defaults in principal and interest payments have been cured, the custody and operation of the System shall revert to the City.

(b) No registered owner of any of the outstanding bonds shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any power or right unless such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the registered owners of not less than 10% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such power or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee, conditions precedent to the execution of any remedy. No one or more registered owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right thereunder except in the manner herein described. All proceedings at law or in equity shall be instituted, had and maintained in the manner herein described and for the benefit of all registered owners of the outstanding bonds.

(c) No remedy conferred upon or reserved to the Trustee or to the registered owners of the bonds is intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or by law.

(d) The Trustee may, and upon the written request of the registered owners of not less than 50% in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(e) All rights of action under this Ordinance or under any of the bonds enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the registered owners of such bonds, subject to the provisions of this Ordinance.

(f) No delay or omission of the Trustee or of any registered owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee and to the registered owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(g) In any proceeding to enforce the provisions of this Ordinance any plaintiff bondholder shall be entitled to recover from the City all costs of such proceeding, including reasonable attorneys' fees.

Section 24. (a) The terms of this Ordinance shall constitute a contract between the City and the registered owners of the bonds. No variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto, or any other change which in the opinion of the Trustee is not materially adverse to the interests of the owners of the bonds, without the consent of the owners of the outstanding bonds.

(c) The owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any bond, or (b) a reduction in the principal amount of any bond or the rate of interest thereon, or (c) the creation of a lien or pledge superior to the lien and pledge created by this Ordinance, or (d) a privilege or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 25. When the bonds have been executed, they shall be authenticated by the Trustee and the Trustee shall deliver the bonds to or at the direction of the Purchaser upon payment of the Purchase Price. The expenses of issuing the bonds as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk shall be paid from the Purchase Price. The remainder of the Purchase Price shall be remitted to the City for deposit into a special account in the name of the City established with the Trustee and designated "2025 Water and Sewer Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be disbursed solely in payment of the costs of accomplishing the Improvements, paying necessary expenses incidental thereto and paying expenses of issuing the bonds. Disbursements shall be on the basis of requisitions which shall contain at least the following information: the person to whom payment is being made; the amount of the payment; and the purpose by general classification of the payment. Each requisition must be signed by the Executive Director or by another person

designated by the Commission for such purposes. The Trustee shall keep accurate records of all payments made by requisition from the Construction Fund.

When the Improvements have been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Improvements and the financing thereof, this fact shall, if there are moneys remaining in the Construction Fund, be evidenced by a certificate signed by the Mayor and the Executive Director, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer any remaining balance to the Bond Fund for the purpose of redeeming the bonds.

Section 26. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the bonds and Revenues will not be used directly or indirectly in such manner as to cause the bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City shall assure that (i) not in excess of 10% of the Net Proceeds of the bonds is used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the bonds during the term thereof is, under the terms of the bonds or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the Net Proceeds of the bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the bonds during the term thereof is, under the terms of the bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Improvements.

The City shall assure that not in excess of 5% of the Net Proceeds of the bonds are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this subsection (b), the following terms shall have the following meanings:

"Net Proceeds" means the face amount of the bonds, plus accrued interest and original issue premium, if any, less original issue discount, if any, less the amount of bond proceeds, if any, deposited into a debt service reserve.

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

The City covenants that it will not enter into any wholesale water contracts with non-governmental entities or modify existing wholesale water contracts with non-governmental entities if such contracts or modifications of existing contracts will cause a violation of this subsection (b).

(c) The City covenants that it will take no action which would cause the bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued, a statement required by Section 149(e) of the Code.

(e) The City covenants that it will, in compliance with the requirements of Section 148(f) of the Code, pay to the United States Government in accordance with the requirements of Section 148(f) of the Code, from time to time, from moneys in the Bond Fund deposited therein for such purpose, an amount equal to the sum of (1) the excess of (A) the amount earned on all Non-purpose Investments (as therein defined) attributable to the bonds, other than investments attributable to such excess over (B) the amount which would have been earned if such Non-purpose Investments attributable to the bonds were invested at a rate equal to the Yield (as defined in the Code) on the bonds, plus (2) any income attributable to the excess described in (1), subject to the exceptions set forth in Section 148 of the Code. The City further covenants that in order to assure compliance with its covenants herein, it will employ a qualified consultant to advise the City in making the determination required to comply with this subsection.

(f) The City covenants that it will not reimburse itself from proceeds of the bonds for costs paid by the City prior to the date the bonds are issued except in compliance with U.S. Treasury Regulation §1.150-2.

(g) The City covenants that it shall retain all records and documents pertaining to the bonds and the Improvements for the life of the bonds plus an additional three (3) years.

Section 27. The Trustee shall only be responsible for the exercise of good faith and reasonable prudence in the execution of its trust. The recitals in this Ordinance and in the face of the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the registered owners of not less than 10% in principal amount of the bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign at any time by 60 days' notice in writing to the City Clerk and to the registered owners of the bonds. The majority in value of the registered owners of the outstanding bonds or the City, so long as the City is not in default under this Ordinance at any

time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee, either by resignation or by removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk. Every successor Trustee shall be a trust company or bank in good standing; duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000. The original Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trust imposed upon it or them by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective registered owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. Notwithstanding the above, neither the removal of the Trustee nor the resignation by the Trustee shall be effective until a successor Trustee shall have been appointed.

Section 28. (a) Moneys held for the credit of the Bond Fund may be invested and reinvested pursuant to the direction of the City in Permitted Investments defined in (e) below or other investments as may, from time to time, be permitted by State law, all of which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the payment date for interest or principal and interest on the bonds.

(b) Moneys held for the credit of the Construction Fund may be invested and reinvested at the direction of the City in Permitted Investments as defined in (e) below or other investments as may, from time to time, be permitted by State law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(c) Moneys held for the credit of any other fund may be continuously invested and reinvested pursuant to the direction of the City in Permitted Investments as defined in (e) below or other investments as may, from time to time, be permitted by State law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys held for the credit of the particular fund will be required for purposes intended.

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

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) demand deposits or certificates of deposit of banks, including the Trustee, which are insured by the FDIC, or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by State law to

secure public funds or (iv) money market funds, including funds managed by the Trustee, invested exclusively in Government Securities or investments described in (ii) above.

(f) All investments and reinvestments made shall be subject to the provisions of Section 148 of the Code pertaining to "arbitrage bonds," including particularly, the provisions requiring that certain investment earnings be rebated to the United States Treasury.

Section 29. In the event the office of Mayor, City Clerk, City Treasurer, City Council or Commission shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 30. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Trustee and the registered owners of the bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the registered owners of the bonds.

Section 31. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings and take such action as may be appropriate to cause the bonds to be issued and to carry out the purposes of this Ordinance.

Section 32. Notice of the adoption of this Ordinance shall be posted at Springdale City Hall, Springdale Public Library, Springdale Senior Center, Springdale Chamber of Commerce and Springdale Animal Services, being five of the most public places in the City.

Section 33. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 34. It is hereby ascertained and declared that the Improvements must be accomplished as soon as possible in order to make the System adequate for the needs of the City and its inhabitants, without which the life, health, safety and welfare thereof are jeopardized. The Improvements cannot be accomplished without the issuance of the bonds. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public peace, health and safety shall take effect and be in force from and after its passage.

PASSED: _____, 2025.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, adopted at a regular session of the City Council of the City, held at the regular meeting place of the City Council in the City at 6:00 p.m., on the ____ day of _____, 2025, and that said Ordinance is of record in the City's Ordinance Record Book, now in my possession.

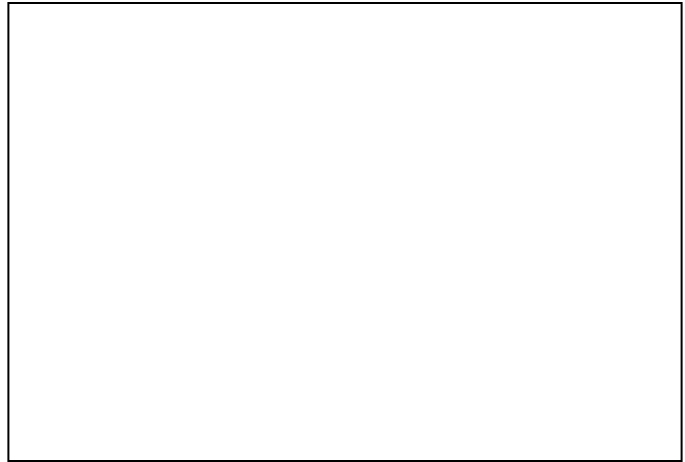
GIVEN under my hand and seal this _____ day of _____, 2025.

City Clerk

(SEAL)

ORDINANCE NO. _____

**AN ORDINANCE VACATING AND
ABANDONING A PORTION OF A
UTILITY EASEMENT, PURSUANT TO
ARK. CODE ANN. §14-301-301, *et seq.*,
DECLARING AN EMERGENCY; AND
FOR OTHER PURPOSES.**



WHEREAS, Richard Coger and Janet Coger have petitioned for the partial abandonment of a utility easement on Parcel No. 815-29495-000, said easement having been filed for record as File No. 2004-00029949 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said partial easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit “A”:

PARTIAL UTILITY EASEMENT VACATION DESCRIPTION:

Commencing at a point marking the Southeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, North 02 degrees 29 minutes 06 seconds East, 394.96 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 453.52 feet. Thence South 01 degrees 18 minutes 52 seconds West, 45.39 feet to a point on the Northside of a building and the Point of Beginning. Thence along the Northside of said building, South 89 degrees 44 minutes 12 seconds East, 7.11 feet to the Northeast Corner of said building. Thence along the Eastside of said building, South 00 degrees 15 minutes 48 seconds West, 200.50 feet to the Southeast Corner of said building. Thence along the Southside of said building, North 89 degrees 44 minutes 12 seconds West, 10.79 feet. Thence leaving said Southside of said building, North 01 degrees 18 minutes 52 seconds East, 200.54 feet to the Point of Beginning, containing 7,177.62 square feet.

Tax Parcel No.: 815-29495-000

WHEREAS, after due notice as required by law, the City Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question;

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the easements herein described.

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

Section 1: That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its interests, with the rights of the public generally, in and to the portion of the utility easement described hereinabove.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

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 in effect immediately upon its passage and approval.

PASSED AND APPROVED this 11th day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

TRACT SPLIT
PROPERTY DESCRIPTION
PARCEL #815-29495-000

Parent Tract

Part of the Southwest Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, South 02 degrees 29 minutes 06 seconds West, 922.22 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 331.01 feet to an existing rebar and the Point of Beginning. Thence South 02 degrees 24 minutes 44 seconds West, 389.93 feet to a set p/k nail on the South line of the Southwest Quarter of the Northeast Quarter. Thence along the South line of said Forty, North 87 degrees 02 minutes 08 seconds West, 339.12 feet to a set p/k nail. Thence leaving said South line, North 02 degrees 06 minutes 49 seconds East, 384.77 feet to an existing rebar. Thence South 87 degrees 54 minutes 25 seconds East, 341.11 feet to the Point of Beginning, containing 3.02 acres and subject to Road Rights of Way and any Easements of Record.

Lot 1

Part of the Southwest Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, South 02 degrees 29 minutes 06 seconds West, 922.22 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 414.22 feet to a set p/k nail and the Point of Beginning. Thence South 08 degrees 50 minutes 25 seconds West, 109.69 feet to an "X" cut in concrete. Thence South 00 degrees 48 minutes 05 seconds West, 251.32 feet to a set rebar on the North right of way line of Shady Grove Road. Thence along said right of way line, North 87 degrees 38 minutes 21 seconds West, 250.81 feet to a set rebar. Thence leaving said right of way line, North 02 degrees 06 minutes 49 seconds East, 339.01 feet to an existing rebar. Thence South 87 degrees 54 minutes 25 seconds East, 257.90 feet to the Point of Beginning, containing 2.06 acres and subject to any Easements of Record.

Lot 2

Part of the Southwest Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, South 02 degrees 29 minutes 06 seconds West, 922.22 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 331.01 feet to an existing rebar and the Point of Beginning. Thence South 02 degrees 24 minutes 44 seconds West, 389.93 feet to a set p/k nail on the North right of way line of Shady Grove Road. Thence along said right of way line, North 87 degrees 38 minutes 21 seconds West, 88.42 feet to a set rebar. Thence leaving said right of way line, North 00 degrees 48 minutes 05 seconds East, 251.32 feet to an "X" cut in concrete. Thence North 08 degrees 50 minutes 25 seconds East, 109.69 feet to a set p/k nail. Thence South 87 degrees 54 minutes 25 seconds East, 83.21 feet to the Point of Beginning, containing 0.75 of an acre and subject to any Easements of Record.

An existing 25.00 foot Public Utility Easement in part of the Southwest Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, North 02 degrees 29 minutes 06 seconds East, 394.96 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 428.52 feet to the Point of Beginning. Thence South 01 degrees 18 minutes 52 seconds West, 369.94 feet. Thence North 86 degrees 47 minutes 20 seconds West, 70.61 feet. Thence South 02 degrees 17 minutes 33 seconds West, 27.50 feet. Thence North 86 degrees 47 minutes 08 seconds West, 25.00 feet. Thence North 02 degrees 17 minutes 33 seconds East, 52.51 feet. Thence South 86 degrees 47 minutes 20 seconds East, 70.18 feet. Thence North 01 degrees 18 minutes 52 seconds East, 344.43 feet. Thence South 87 degrees 54 minutes 25 seconds East, 25.00 feet to the Point of Beginning.

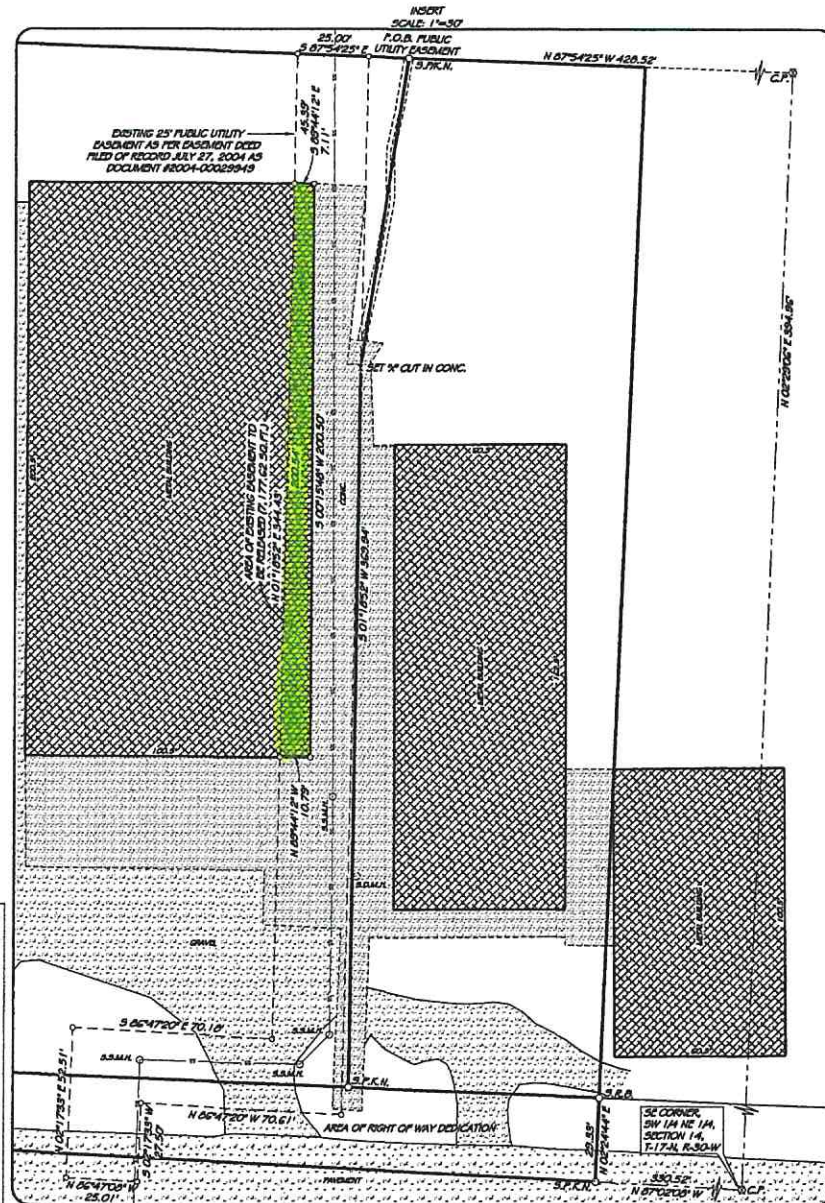
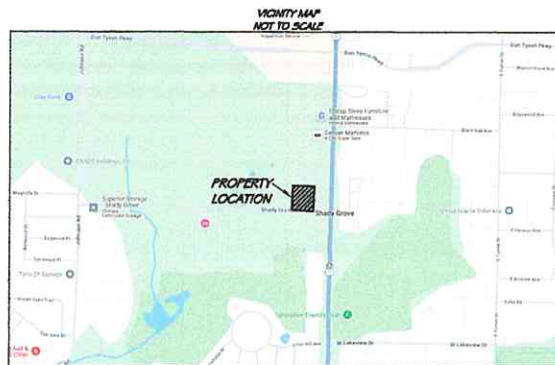
EXISTING PUBLIC UTILITY EASEMENT RELEASE DESCRIPTION

Part of the Southwest Quarter of the Northeast Quarter, Section 14, Township 17 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at a point marking the Southeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, North 02 degrees 29 minutes 06 seconds East, 394.96 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 453.52 feet. Thence South 01 degrees 18 minutes 52 seconds West, 45.39 feet to a point on the Northside of a building and the Point of Beginning. Thence along the Northside of said building, South 89 degrees 44 minutes 12 seconds East, 7.11 feet to the Northeast Corner of said building. Thence along the Eastside of said building, South 00 degrees 15 minutes 48 seconds West, 200.50 feet to the Southeast Corner of said building. Thence along the Southside of said building, North 89 degrees 44 minutes 12 seconds West, 10.79 feet. Thence leaving said Southside of said building, North 01 degrees 18 minutes 52 seconds East, 200.54 feet to the Point of Beginning, containing 7,177.62 square feet.

Satterfield Land Surveyors P.A., Copyright 2024

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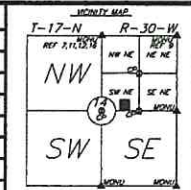


PROJECT #L524-39
SHEET 2 OF 2

500-17N-30W-014-130-78-0147-1443-1915

REVISIONS	DATE	BY	DESCRIPTION
11/1/24	REVISOR AS PER CITY COMMENTS		
12/2/24	REVISOR AS PER CITY COMMENTS		
12/12/24	REVISOR TO ADD SEWER LINE EASEMENTS		
1/24/25	REVISOR TO SHOW EASEMENT RELEASE AREA		

BASIS OF BEARING	ARIZONA STATE PLATE COORDINATES GRID NORTH 1803
11/1/24	REVISOR AS PER CITY COMMENTS
12/2/24	REVISOR AS PER CITY COMMENTS
12/12/24	REVISOR TO ADD SEWER LINE EASEMENTS
1/24/25	REVISOR TO SHOW EASEMENT RELEASE AREA



LEGEND
SRB = SET 1/2" REBAR W/ CAP
S/P/K/N = SET P/K NAIL
S/R/S = SET RAILROAD SPIKE
1/4" = SET NAIL
C/R/B = EXISTING REBAR
E/P = EXISTING IRON PIN
E/P/K/N = EXISTING P/K NAIL
E/R = EXISTING NAIL
C/R/S = EXISTING RAILROAD SPIKE
E = EXISTING STONE
E = EXISTING STATE MONUMENT
E = EXISTING R/W MARKER
E = EXISTING FENCE
E = COMPUTED POINT
F.C. = FENCE CORNER

SURVEYOR'S DISCLAIMER AND STATEMENT OF USE
This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL / JACOB LONG
1928 HWY 71 NORTH
ALMA, AR, 72921
PHONE:
(479) 632-3565
EMAIL:
rckyl@slsurveying.com
jlong@slsurveying.com

OWNER: JANET COGER
CONTACT: RICHARD COGER
1404 W. SHADY GROVE RD
SPRINGDALE, AR 72764
PHONE: (479) 966-6535

Satterfield Land Surveyors P.A.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: www.slurveying.com

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO VACATE A PORTION OF SUCCESS
AVENUE.**

WHEREAS, 512 Success, LLC, and Greenway Grove, LLC, have petitioned for the abandonment of a portion of a dedicated public street, more commonly known as a portion of Success Avenue, described as follows:

PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 1, SAID POINT BEING A NAIL IN A CONCRETE MONUMENT; THENCE S01°48'31"W 360.95 FEET TO THE CENTERLINE OF A STREET VACATED BY DOCUMENT 2021-00014073; THENCE ALONG SAID CENTERLINE N88°22'15"W 100.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF A STREET VACATED BY DOCUMENT 2021-00014073; THENCE ALONG SAID WEST LINE S01°48'51"W 24.98 FEET TO THE SOUTH RIGHT-OF-WAY OF SUCCESS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY N88°22'22"W 135.84 FEET TO A 1/2" IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY N02°46'44"E 49.98 FEET TO THE NORTH RIGHT-OF-WAY OF SUCCESS AVENUE, SAID POINT BEING A 1/2" IRON PIN; THENCE ALONG SAID RIGHT-OF-WAY S88°22'09"E 135.00 FEET THE WEST LINE OF A STREET VACATED BY DOCUMENT 2021-00014073, SAID POINT BEING A 1/2" IRON PIN; THENCE ALONG SAID WEST LINE S01°48'51"W 24.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

And as shown on the attached Exhibit "A".

WHEREAS, the City Council for the City of Springdale, Arkansas, finds that a hearing date should be set on the petition pursuant to Ark. Code Ann. §14-301-301, *et seq.*;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that April 8, 2025, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this 11th day of March, 2025.

Doug Sprouse, Mayor

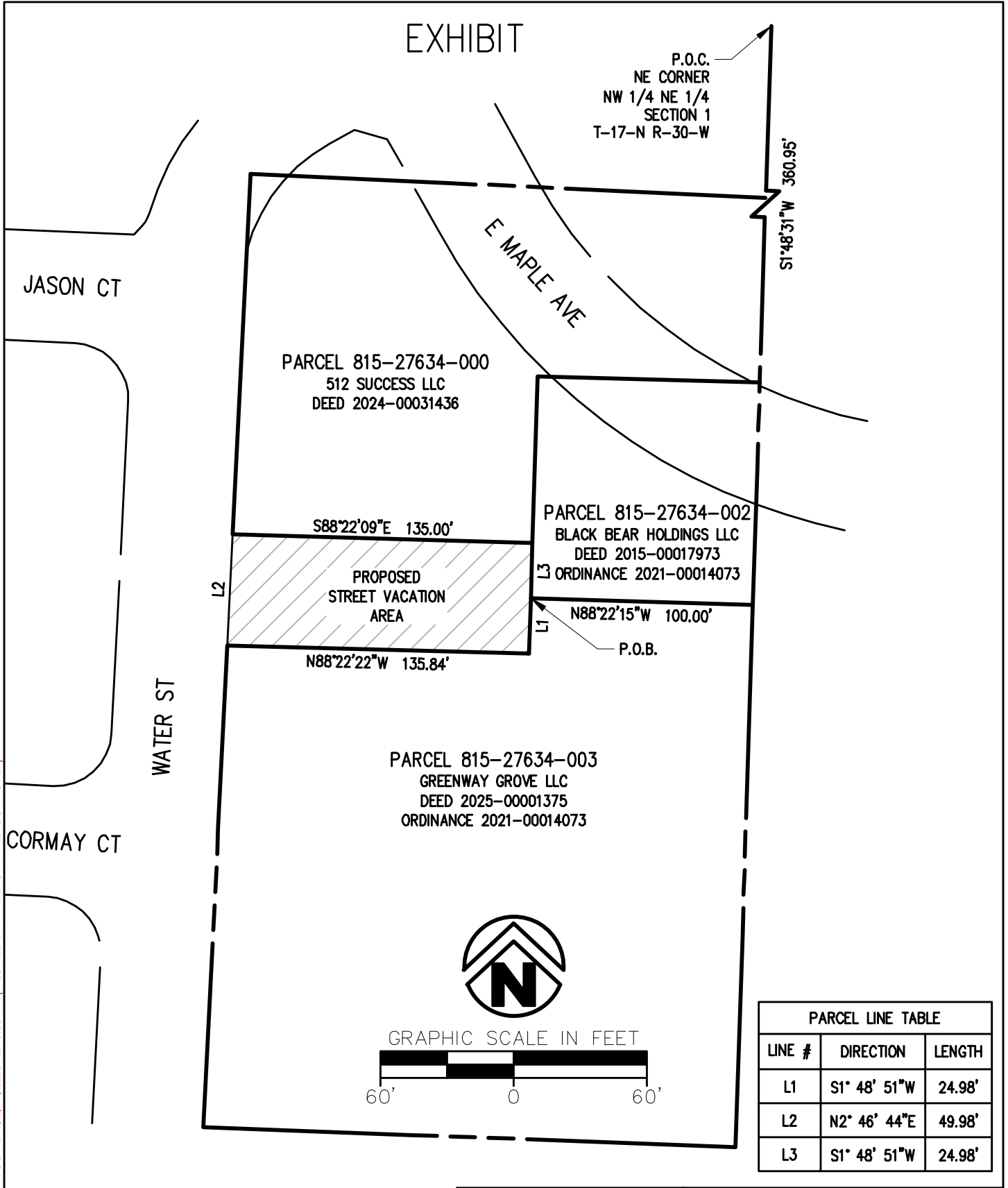
ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

DRAWING: G:\24110800_WATERSTH\INFRASTRUCTURE\SURVEY\DWG\RW VAC EXHIBIT.DWG
LAYOUT: ---, LAST SAVED: KM676, 2/17/2025 12:10:02 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 2/17/2025 12:10:33 PM ("PLOTTED BY:" VALID ON HARD COPY ONLY)



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1° 48' 51"W	24.98'
L2	N2° 46' 44"E	49.98'
L3	S1° 48' 51"W	24.98'

NOTE:
THIS VACATION EXHIBIT IS A GRAPHICAL REPRESENTATION OF
THE VACATION DESCRIPTION, AND DOES NOT CONSTITUTE A
BOUNDARY SURVEY.

PROJECT NO.: 24110800	
DRAWN BY:	DATE: 02/17/2025
SHEET: 1 OF 1	CHECKED:

901 N. 47th St, Suite 400
Rogers, Arkansas 72756

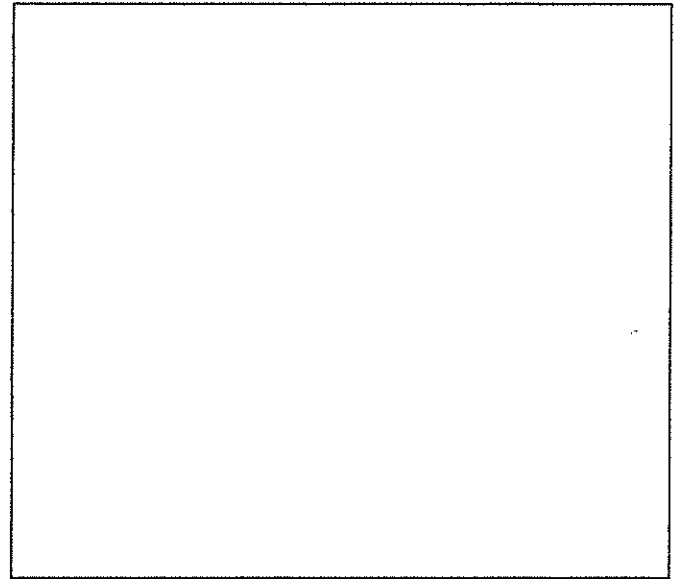
**Crafton Tull**

479.636.4838 t
www.craftontull.com

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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: Maria L. Torres

LEGAL DESCRIPTION: Lot 6, Block 3 to Parson Hills Subdivision, Phase I, to the City of
Springdale, Washington County, Arkansas. Subject to easements, rights of way, and protective
covenants of record, if any.

LAYMAN'S DESCRIPTION: 2010 Bluebird Drive

PARCEL: 815-24242-000

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 costs
as follows, and as shown in the attached Exhibits:

\$438.32 clean-up costs and \$24.92 administrative costs – 2010 Bluebird Drive (815-24242-000)

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:

\$463.24 plus 10% for collection – 2010 Bluebird Drive (815-24242-000)

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 11th day of March, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2405080



Date: 12/19/2024
Status: Abated
Property: 2010 BLUEBIRD DR
City, State, Zip: ,

Officer on Site: Randy Glenn
Abatement Type: Lien
Abatement Date: 12/19/2024
Abatement Start Time: 0815
Abatement End Time: 0840

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$120.00
Equipment Rate	\$200.00
Total Fee: \$438.32	

Method of Compliance: Removal of tree limbs, old boards, and other junk and trash
Bulky truck 657
Full time employees: 3
Temps: 2
Time: 8:15-8:40am

Randy Glenn
Code Enforcement Officer

12/19/2024
Date



Ernest B. Cate
City Attorney
ecate@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmanus@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

January 22, 2025

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Maria L. Torres
2010 Bluebird Drive
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 2010 Bluebird Drive, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-24242-000

Dear Property Owner/Lienholder:

On September 23rd, October 4, 7 and December 17, 2024, a notice was posted on property located at 2010 Bluebird Drive, 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 October 7, 2024 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 December 19, 2024. As of this date, the total costs incurred by the City of Springdale to clean this property are \$438.32. 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 \$9.92 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 March 5, 2025 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, March 11, 2025, 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 448.24, which includes \$438.32 for cleaning up the property and \$9.92 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 Maria L. Torres 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,


Ernest B. Cate
City Attorney

Enclosures
EBC:dp

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
 - ☒ Print your name and address on the reverse so that we can return the card to you.
 - ☒ Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

Maria L. Torres
2010 Bluebird Drive
Springdale, AR 72764



9590 9402 8146 3030 4441 91

2. Article Number (Transfer from service label)

9590 0710 5270 1057 1513 53

PS Form 3811, July 2020 PSN 7530-02-000-9053

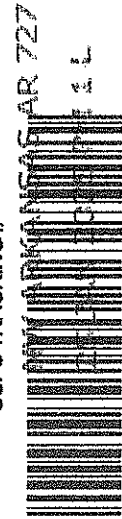
COMPLETE THIS SECTION ON DELIVERY

- A. Signature *[Signature]* ☒ Agent ☐ Addressee
- B. Received by (Printed Name) *Maria L. Torres* C. Date of Delivery *1-24-25*
- D. Is delivery address different from item? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail (over \$500)
 - ☐ Insured Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☒ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



9590 9402 8146 3030 4441 91

United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

* Sender: Please print your name, address, and ZIP+4® in this box*



OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764

2010 Bluebird Drive

The City Council of the City of Springdale met in regular session on Tuesday, February 25, 2025 in the Council Chambers, City Administration 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, Position 1
Amelia Taldo	Ward 4, Position 1
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougrousse	Ward 4, Position 2
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer

Department heads present:

Mike Chamlee	Buildings Director
Colby Fulfer	Chief of Staff
Frank Gamble	Police Chief
Anne Gresham	Director, Library
Blake Holte	Fire Chief
Anna McKinney	Executive Operations Manager
John Oliver	Neighborhood Services
Ben Peters	Director of Engineering
Patsy Christie	Director of Planning
Sharon Tromburg	Asst Director of Planning
Derek Wright	Police Captain
Chad Wolf	Parks and Recreation Director
Mark Gutte	Information Technology Director
Angie Albright	Director of Shiloh Museum
Ron Findley	Director of Neighborhood Services

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the February 11, 2025 City Council meeting be approved as presented. Council Member Taldo made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Taldo 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.

After the vote was taken, motion carried 8-0.

City Attorney Ernest Cate stated that items 8F & 9 on the agenda both deal with a resolution for waiver of street improvements and an appeal of a variance at 8781 W Miller Road. The owner of the property has requested that it be tabled to the City Council Meeting on March 25.

Jeff Watson made a motion to table these items until the March 25 City Council Meeting. Mike Lawson seconded the motion

After the vote was taken, motion carried 8-0

APPOINTMENTS AND REAPPOINTMENTS

RESOLUTION NO. 25-25 – REAPPOINTING J. MAX VAN HOOSE TO THE SPRINGDALE WATER AND SEWER COMMISSION

Mayor Doug Sprouse presented the resolution.

RESOLUTION NO. 25-25

A RESOLUTION REAPPOINTING J. MAX VAN HOOSE TO THE SPRINGDALE WATER AND SEWER COMMISSION

WHEREAS, the Springdale City Council has adopted ordinances establishing a five-member board of Water and Sewer Commissioners, and

WHEREAS, J. Max Van Hoose’s term on the Springdale Water and Sewer Commission will expire March 6, 2025, and

WHEREAS, Arkansas Code 14-234-304 provides that “the remaining commissioners shall appoint a successor for an eight-year term subject to the approval of two-thirds (2/3) of the duly elected and qualified members of the city council,” and

WHEREAS, remaining members of the Springdale Water and Sewer Commission have appointed J. Max Van Hoose to serve another term on said commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of J. Max Van Hoose to the Springdale Water and Sewer Commission, with a term expiring March 6, 2033, is hereby approved.

Council Member Lawson moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 25-25.

ORDINANCE NO. 6057 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-05) CERTAIN LANDS LOCATED AT 2969 EAST EMMA AVENUE FROM AGRICULTURAL DISTRICT (A-1) TO INSTITUTIONAL DISTRICT (P-1), NEIGHBORHOOD OFFICE DISTRICT (O-1), & LOW/MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-4) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Patsy Christie presented the Ordinance. The property consists of 3.17 acres. Planning Commission recommended approval of the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Watson made the second.

After the vote was taken, motion carried 8-0.

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6057.

TABLED ORDINANCE

AN ORDINANCE AMENDING ORDINANCE NO. 3007, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-09) CERTAIN LANDS LOCATED AT NE CORNER OF WAGON WHEEL ROAD & ROBINS ROAD FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Patsy Christie presented the Ordinance. The property consists of 3.66 acres. Planning Commission was in favor of the Ordinance, 7-2. Will Hellstern with ICM America spoke on behalf of the owner. There was discussion about the map in the packet.

After discussion of the incorrect map in the packet, Council Member Taldo moved the Ordinance “Be Tabled”. Council Member Fougrousse made the second.

After the vote was taken, motion to table carried 8-0.

ORDINANCE NO. 6058 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-10) CERTAIN LANDS LOCATED AT 1056 N. MONITOR ROAD FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Patsy Christie presented the Ordinance. The property consists of .35 acres.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass”. Council Member Harriman made the second.

After the vote was taken, motion carried 8-0.

Council Member Harriman moved the Emergency Clause be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6058.

RESOLUTION NO. 26-25, APPROVING A CONDITIONAL USE (C25-01) FOR MARSHALLESE NEW FELLOWSHIP CHURCH AT 3184 NORTH THOMPSON STREET USE UNIT 42 IN A GENERAL COMMERCIAL (C-2) DISTRICT AS SET FORTH IN ORDINANCE NO. 4030

Patsy Christie presented the Resolution. Planning Commission reviewed and recommends approval.

RESOLUTION NO. 26-25

A RESOLUTION APPROVING A CONDITIONAL USE (C25-01) FOR MARSHALLESE NEW FELLOWSHIP CHURCH AT 3184 NORTH THOMPSON STREET USE UNIT 42 IN A GENERAL COMMERCIAL (C-2) DISTRICT 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 February 4, 2025, on a request by Marshallese New Fellowship Church for Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) at 3184 North Thompson Street; and

WHEREAS, following the public hearing, the Planning Commission by a vote of nine (9) yes and zero (0) nays recommends that a Conditional Use be granted to Marshallese New Fellowship Church with the following conditions:

1. Modifications to the building compliant with the adopted Code of Ordinance, as outlined by the Building Department.
2. Hours of operation for services are limited to Saturday 10:00 am to 12:00 pm, and Sunday 10:00 am to 8:00 pm.
3. The 16 parking spaces are required to be striped, including the ADA spot.
4. The shared parking agreement allows for two of the eighteen required parking spaces to be shared at Community Auto Sales directly south, at 3112 N. Thompson Street.
5. Must observe the provision of the City's adopted noise standards.
6. Meet all Building and Fire Code provisions.

Council Member Taldo moved the Resolution be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-1. Mark Fougrousse voted no.

The Resolution was numbered 26-25.

RESOLUTION NO. 27-25, APPROVING A CONDITIONAL USE (C25-02) FOR MARTY SUTTON, THE FOOD TRUCK AT 275 EAST ROBINSON AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Patsy Christie presented the Resolution. Planning Commission reviewed and recommends approval.

RESOLUTION NO. 27-25

A RESOLUTION APPROVING A CONDITIONAL USE (C25-02) FOR MARTY SUTTON, THE FOOD TRUCK AT 275 EAST ROBINSON AVENUE 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 February 4, 2025, on a request by Marty Sutton, The Food Truck for a Conditional Use (C25-02) for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing, the Planning Commission by a vote of nine (9) yeses and zero (0) nays recommends that a Conditional Use (C25-02) be granted to Marty Sutton, The Food Truck for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2) with the following conditions:

1. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
2. No obstruction of parking spaces required for the operation of any other use on the site
3. Maintain on the site a minimum of three parking spaces designated for their use.
4. If a health certificate is required, display the health certificate in a manner visible to customers.
5. No obstruction of pedestrian or motor vehicle traffic flow.
6. No obstruction of traffic signals or regulatory signs.
7. No vending upon a public way.

8. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
9. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a Conditional Use (C25-02) to Marty Sutton, The Food Truck for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2) with the following conditions:

1. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
2. No obstruction of parking spaces required for the operation of any other use on the site
3. Maintain on the site a minimum of three parking spaces designated for their use.
4. If a health certificate is required, display the health certificate in a manner visible to customers.
5. No obstruction of pedestrian or motor vehicle traffic flow.
6. No obstruction of traffic signals or regulatory signs.
7. No vending upon a public way.
8. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
9. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.

Council Member Taldo moved the Resolution be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-1. Mike Overton voted no.

The Resolution was numbered 27-25.

RESOLUTION NO. 28-25, APPROVING A WAIVER (W25-07) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO RELIABLE POULTRY PARKING EXPANSION IN CONNECTION WITH N25-02, A NON-LARGE-SCALE DEVELOPMENT.

Patsy Christie presented the Resolution. Planning Commission reviewed and recommends approval of Option 1 to grant the waiver.

RESOLUTION NO. 28-25

A RESOLUTION APPROVING A WAIVER (W25-07) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO RELIABLE POULTRY PARKING EXPANSION IN CONNECTION WITH N25-02, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-07) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W25-07) of street improvements to East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion, 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 East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion.

Council Member Harriman moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 7-1. Amelia Taldo voted no.

The Resolution was numbered 28-25.

RESOLUTION NO. 29 – 25, ESTABLISHING THE 2-51 RETIREMENT BENEFITS RESTRICTED ACCOUNT & AUTHORIZING THE TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE 2-51 RETIREMENT BENEFITS ACCOUNT, AND FOR OTHER PURPOSES.

Chief of Staff Colby Fulfer presented the Resolution. The Finance Committee recommended approval.

RESOLUTION NO. 29-25

A RESOLUTION ESTABLISHING THE 2-51 RETIREMENT BENEFITS RESTRICTED ACCOUNT & AUTHORIZING THE TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE 2-51 RETIREMENT BENEFITS ACCOUNT, AND FOR OTHER PURPOSES.

WHEREAS, the Code of Ordinances of the City of Springdale Section 2-51 addresses retirement benefits for certain city officials, and

WHEREAS, the elected official may opt to forfeit the City of Springdale's retirement contribution in lieu of the optional retirement at the rate of one-half of the annual salary, and

WHEREAS, the city must pay out the optional retirement from the city's General Fund, and

WHEREAS, if the elected official opts to forfeit the City of Springdale's retirement contribution, the forfeited funds are set aside in the city employee retirement forfeiture fund account and inaccessible for the city to use for these officials' retirement contributions, and;

WHEREAS, it would be beneficial for the City of Springdale to create the 2-51 Retirement Benefits Restricted Account within the General fund to be fiscally responsible.

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

Section 1. That the 2-51 Retirement Benefits Restricted Account be established.

Section 2. That \$550,000.00 shall initially be transferred from the Unrestricted General Fund to the 2-51 Retirement Benefits Restricted Account.

Section 3. That future amounts equal to forfeited funds from qualified city officials be transferred from the Unrestricted General Fund to the 2-51 Retirement Benefits Restricted Account.

Council Member Harriman moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 29-25.

RESOLUTION NO. 30-25 - AUTHORIZING THE PURCHASE OF NEW AV EQUIPMENT FOR SHILOH MUSEUM OF OZARK HISTORY, AND TO WAIVE COMPETITIVE BIDDING

Museum Director Angie Albright presented the Resolution.

RESOLUTION NO. 30-25

A RESOLUTION AUTHORIZING THE PURCHASE OF NEW AV EQUIPMENT FOR SHILOH MUSEUM OF OZARK HISTORY, AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, Shiloh Museum of Ozark History serves more than 45,000 visitors annually, for many different purposes, and

WHEREAS, the current AV System they use in their meeting room is more than 20-years old and needs to be replaced, and

WHEREAS, they are requesting to waive competitive bidding under Ark. Code Ann. §14-58-303 for the purchase and installation of new AV equipment from Commercial Audio Systems, a member of the Arkansas State Buy Board, and

WHEREAS, Commercial Audio Systems has provided a quote in an amount of \$64,954.91, to be paid for out of the 2025 Budget for Shiloh Museum of Ozark History, *Buildings and Grounds* account and *Property Improvements* account.

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

Section 1. The Mayor and City Clerk are hereby authorized to enter into an agreement with Commercial Audio Systems for the purchase and installation of new AV Equipment for the meeting room at Shiloh Museum of Ozark History, in an amount of \$64,594.91, to be paid for out of the 2025 Budget for Shiloh Museum of Ozark History *Buildings and Grounds* account and *Property Improvements* account.

Section 2. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-303.

Council Member Powell moved the Resolution be adopted. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 30-25.

RESOLUTION NO. 31 – 25 – AUTHORIZING THE PURCHASE OF A SAFE FOR THE SPRINGDALE CITY CLERK’S OFFICE.

City Clerk, Sabra Jeffus, presented the Resolution.

RESOLUTION NO. 31-25

**A RESOLUTION AUTHORIZING THE PURCHASE OF A SAFE
FOR THE SPRINGDALE CITY CLERK’S OFFICE**

WHEREAS, the Springdale City Clerk’s Office is responsible for managing millions of dollars daily for the City of Springdale, Arkansas, and

WHEREAS, in an effort to properly secure confidential documents and other important items such as blank checks, vehicle titles, and check stamps, the City Clerk’s Office would like to purchase a safe to be stored in the vault room, and

WHEREAS, three (3) quotes have been secured; after review, the City Clerk’s Office would like to purchase the Phoenix Fire Commander Safe from Hamco Business Solution in an amount of \$5,250.94, to be paid for out of the Unrestricted General Fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to purchase the Phoenix Fire Commander Safe from Hamco Business Solution in an amount of \$5,250.94, to be paid for out of the Unrestricted General Fund.

Council Member Harriman moved the Resolution be adopted. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 31-25.

RESOLUTION NO. 32 – 25, AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICE CONTRACT FOR 64TH STREET PHASE II PROJECT NO. 23BPS3.

Engineering Director Ben Peters presented the Resolution.

RESOLUTION NO. 32-25

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT FOR 64TH STREET
PHASE II PROJECT NO. 23BPS3**

WHEREAS, the City of Springdale is planning improvements for 64TH Street from Watkins to Don Tyson Blvd;

WHEREAS, ESI provided design services for 64th Street Phase 1 and has been selected as the most qualified firm;

WHEREAS, the contract has been submitted for approval with a fee not to exceed \$431,300 for Basic Services, Construction Administration and reimbursable expenses, and

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

Section 1. Expenditures for this project will be paid from the 2023 Street Bond Fund

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Engineering Services Incorporated, Inc. for engineering services related to 64th Street Phase II.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

Section 4. The Mayor is hereby authorized to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements for this project. All settlements proposed by the Mayor that exceed the appraised value will be presented to City Council for approval.

Council Member Taldo moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 32-25.

**RESOLUTION NO. 33 – 25, AUTHORIZING THE MAYOR AND CITY CLERK TO
RENEW A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO
PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO
FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN.**

City Attorney Ernest Cate presented the Resolution. Mayor Sprouse introduced the new Director of the Downtown Springdale Alliance, Paxton Roberts, and Paxton provided his professional history and education.

RESOLUTION NO. 33-25

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO RENEW A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN.

WHEREAS, in 2015, the City Council for the City of Springdale, Arkansas, passed an Ordinance establishing the Downtown Master Plan for downtown Springdale;

WHEREAS, the intent of the Downtown Master Plan is to promote, preserve, and enhance the development, preservation, and beautification of Downtown Springdale, which benefits all the residents of the City of Springdale;

WHEREAS, on March 23, 2021, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 5579, authorizing a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan;

WHEREAS, the contract with the DSA was extended for additional one (1) year terms by way of Resolution No. 36-22 passed on April 26, 2022, by way of Resolution No. 44-23 passed on April 11, 2023, and by way of Resolution No. 58-24 on May 14, 2024, said term expiring on February 28, 2025;

WHEREAS, the City of Springdale desires to renew the existing contract with the DSA for a period of one (1) year;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the DSA, allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$150,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to renew a contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$150,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

Council Member Harriman moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 6-2. Amelia Taldo and Mark Fougrousse voted no.

The Resolution was numbered 33-25.

RESOLUTION 34 – 25, AUTHORIZING THE CREATION OF NEW POSITIONS AND ELIMINATING CERTAIN POSITIONS.

Colby Fulfer presented the Resolution.

RESOLUTION NO. 34-25

A RESOLUTION AUTHORIZING THE CREATION OF NEW POSITIONS AND ELIMINATING CERTAIN POSITIONS

WHEREAS, the Police Department would like to make changes to the personnel structure of Dispatch, and

WHEREAS, the 4 Dispatcher-Lead positions are grade 21 with a pay range of \$50,423 - \$75,635, and

WHEREAS, the Dispatcher positions are grade 18 with a pay range of \$44,142 - \$66,213, and

WHEREAS, Dispatch would like to eliminate 4 Dispatcher-Lead positions and create 4 additional Dispatcher positions, and

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

4 Dispatcher-Lead positions will be eliminated and 4 additional Dispatcher positions will be created in the 2025 Springdale City Budget.

Council Member Taldo moved the Resolution be adopted. Council Member Lawson made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 34-25.

RESOLUTION NO. 35 – 25, AMENDING RESOLUTION NO. 57-24 FOR THE PRIDE TRAIL STUDY.

City Attorney Ernest Cate presented the resolution.

RESOLUTION NO. 35-25

A RESOLUTION AMENDING RESOLUTION NO. 57-24 FOR THE PRIDE TRAIL STUDY

WHEREAS, the City Council of Springdale, Arkansas, previously adopted Resolution 57-24 on May 14, 2024, approving the Pride Trail Study; and

WHEREAS, Resolution 57-24 incorrectly stated the not-to-exceed amount for the Pride Trail Study as \$25,000, which does not reflect the accurate cost required for the project; and

WHEREAS, the correct not-to-exceed amount for the Pride Trail Study is \$122,649.00; and

WHEREAS, the City Council desires to amend Resolution 57-24 to reflect the correct not-to-exceed amount to ensure the successful implementation of the Pride Trail Study;

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

Section 1. Resolution 57-24, passed on May 14, 2024, is hereby amended to correct the not-to-exceed amount for the Pride Trail Study from \$25,000 to \$122,649.00.

Section 2. All other provisions of Resolution 57-24 shall remain in full force and effect as originally adopted.

Council Member Powell moved the Resolution be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 35-25.

ORDINANCE NO. 6059 - ESTABLISHING AN ELECTRONIC FUNDS PAYMENT SYSTEM FOR VARIOUS PAYMENTS IN COMPLIANCE WITH ARKANSAS LEGISLATIVE AUDIT INFORMATION BEST PRACTICES AND AUTHORIZING WRITTEN POLICIES AND PROCEDURES FOR THE SAME; AND DECLARING AN EMERGENCY.

Sabra Jeffus presented the Ordinance.

After reading the title of the Ordinance, Council Member Taldo moved the Ordinance “Do Pass”. Council Member Harriman made the second.

After the vote was taken, motion carried 8-0.

Council Member Harriman moved the Emergency Clause be adopted. Council Member Lawson made the second.

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6059.

RESOLUTION 36 – 25, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR MASTER PLANNING FOR SPRINGDALE PARKS AND RECREATION.

Colby Fulfer presented the resolution.

RESOLUTION NO. 36-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR MASTER PLANNING FOR SPRINGDALE PARKS AND RECREATION

WHEREAS, the City of Springdale, Arkansas, recognizes the vital role that parks and recreation plays in enhancing the quality of life for its residents and visitors, and

WHEREAS, the City desires to develop a comprehensive Parks and Recreation Master Plan to guide the growth, development, and enhancement of parks and recreation facilities and programs, ensuring they meet the current and future needs of the community, and

WHEREAS, the City is requesting enter into a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$214,800.00, for the development of a comprehensive master plan for Springdale Parks and Recreation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$214,800.00, for the development of a comprehensive master plan for Springdale Parks and Recreation.

Council Member Lawson moved the Resolution be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-1. Brian Powell Abstained

The Resolution was numbered 36-25.

RESOLUTION NO. 37 – 25, TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF LED SCORE TABLES.

Colby Fulfer presented the resolution.

RESOLUTION NO. 37-25

A RESOLUTION TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF LED SCORE TABLES.

WHEREAS, the City of Springdale received \$100,000 to be used towards the purchase of score tables, and

WHEREAS, after researching prices from quotes as well as buy board options, we received a proposal for (6) 8-ft score tables for \$94,933.75 with (2) 10 x 5 soccer score boards included at no additional cost;

WHEREAS, we are requesting to waive bidding on the score tables, and

WHEREAS, That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council authorized the purchase of score tables for an amount not to exceed \$100,000.00 from the General Fund and the Mayor is hereby authorized to execute any contracts related to the purchase.

Council Member Powell moved the Resolution be adopted. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 37-25.

2025 STATE OF THE CITY ADDRESS

Mayor Sprouse spoke on sales tax from December 2024. It was a little over \$2.3 million which is the largest in city history. The year-over-year increase was 9.6%. He spoke about various projects, current and future, including the Senior Center, Fire Station 10, several Park improvement projects, road projects, the relocation of Fire Station 4, the new addition to the library, the Greenhouse, the ATCO Rubber Building, all the development in the overlay district; Teslar, the Arkansas Children's Northwest addition, UAMS. He touched on continued downtown development such as Via Emma, road projects, Onyx and parking opportunities.

He announced that Patsy Christie, current Planning Director, will retire March 31, 2025. Her successor has been named, Sharon Tromburg, current Assistant Planning Director.

COMMENTS FROM COUNCIL MEMBERS.

Jeff Watson stated that at the last council meeting a zoning issue was discussed at length and he needed some clarification. He asked Patsy about it and she will provide some clarity at the next committee meeting.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 7:55 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer