

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas.

- The date of the next Committee Meeting will be determined at end of this meeting.
- Committee agendas will be available on the Friday before this meeting.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS
TUESDAY, January 12th, 2021

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mayor Sprouse

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.

2. Call to Order – Mayor Doug Sprouse

3. Roll Call – Denise Pearce, City Clerk
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 – December 22, 2020 **Pg's 3-7**

6. **Public Hearing** – on a petition to vacate a portion of a utility easement on adjacent properties located at 2100 East Robinson.

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) **9, 10, 11, 12A**. Motion must be approved by two-thirds (2/3) of the council members).

8. Finance Committee, Jeff Watson

A Resolution authorizing the Execution of a Vehicle Lease Agreement for Public Works. This resolution was forwarded to City Council with recommendation for approval. **Pg's 8-14**

9. **An Ordinance** releasing, vacating, and abandoning a portion of a Utility Easement (Parcel No. 815-30298-000) located on property in Springdale, Washington County, Arkansas, to declare an emergency and for other purposes. **Pg's 15-17**

10. **An Ordinance** releasing, vacating, and abandoning a portion of a Utility Easement (Parcel No. 815-28603-010) located on property in Springdale, Washington County, Arkansas, to declare an emergency and for other purposes. **Pg's 18-20**

11. **An Ordinance** setting a hearing date and time for the City Council to hear the issue of the annexation of the surrounded lands contained in Exhibit "A & B" pursuant to AR. Code. Ann. §14-40-501, et. Seq. (proposed land is off Habberton, Don Tyson Parkway, and Ham Street) **Pg's 21-26**

12. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development
 - A. **An Ordinance** accepting the Replat of Lot 1A-2C of Har-Ber Meadows PUD, Phase XXIII, a Planned Unit Development in the City of Springdale, Arkansas, and declaring an emergency. **Pg's 27-29**
 - B. **A Resolution** approving a Conditional Use at 1386 East Emma Avenue as set forth in Ordinance No. 4030. **Pg's 30-32**
13. **A Resolution** authorizing the expenditure of funds to acquire a portion of land from Nets Global Holdings, LLC, for the Dixieland Road Project. (Project No. 18BPS14) **Pg's 33-34**
14. **A Resolution** approving appointments to the Energy Improvement District No. 1. **Pg 35**
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor.
(Committee Meeting scheduled on MLK Holiday – Monday, January 18th, 2021?)
18. Adjournment.

SPRINGDALE CITY COUNCIL
DECEMBER 22, 2020

The City Council of the City of Springdale met in regular session on Tuesday, December 22, 2020, in the City 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
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Jim Reed	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Brad Baldwin	Eng. & Public Works Director
Colby Fulfer	Assistant to the Mayor
Chad Wolf	Parks and Recreation Director
Ron Findley	Neighborhood Services
Marcia Ransom	Library Director
Allyn Lord	Museum Director
Gina Lewis	Human Resource Director
Mark Gutte	IT Director
Mike Chamlee	Buildings Director

APPROVAL OF MINUTES

Council Member Jaycox moved the minutes of the December 8, 2020 City Council meeting be approved as presented. Council Member Lawson made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Jaycox 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 Reed made the second.

The vote:

Yes: Williams, Watson, Overton, Reed, Lawson, Evans, Powell, Jaycox

No: None

RESOLUTION NO. 148-20 – APPROVING THE CITY OF SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR 2021 AS REQUIRED BY ARKANSAS CODE 14-58-201

Council Member Jeff Watson presented a Resolution approving the City of Springdale, Arkansas, Budget for the Year 2021 as required by Arkansas Code 14-58-201.

Mayor Sprouse reported the allocation for the Washington County Jail fees for the City of Springdale came in today and was quite a bit lower than what was budgeted which was \$190,000. The new amount proposed is \$77,401.

Council Member Watson made the motion to approve the 2021 Budget with the amendment lowering the allocation for the county jail to \$77,401. Council Member Lawson made the second.

Council Member Williams made the motion to suspend the 11 Library positions in the budget until the Library is opened up and they are needed.

Council Member Williams' motion died for lack of a second.

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE CITY OF SPRINGDALE,
ARKANSAS BUDGET FOR THE YEAR 2021**

WHEREAS, the Mayor has presented a proposed budget for the calendar year 2021 to the City Council for the City of Springdale, Arkansas as required by Arkansas Code 14-58-201; and

WHEREAS, the Mayor's proposed budget includes step raises for eligible employees and a bonus for others; and

WHEREAS, the City Council Finance Committee held budget work sessions to review, study, discuss and adjust the 2021 budget proposed by the Mayor and has requested this resolution be placed on the City Council agenda, and

WHEREAS, this is the first annual budget to be adopted after the consolidation of Springdale and Bethel Heights. The additional revenue projected as a result of this consolidation will be evident in the comparisons with prior years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the 2021 Mayor's revised budget, the salary increases included therein, the changes in authorized positions and any changes made by the council finance committee are hereby passed and approved with the compensation increases to be effective January 1, 2021 and the one time bonuses will be paid on January 15th of 2021.

PASSED AND APPROVED this ____ day of December, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Taylor Samples, Deputy City Attorney

The vote:

Yes: Watson, Reed, Lawson, Evans, Powell, Jaycox, Williams

No: Overton

The Resolution was numbered 148-20.

ORDINANCE NO. 5543 – SETTING THE SALARIES OF THE ELECTED OFFICIALS
AND PLANNING COMMISSION MEMBERS OF SPRINGDALE, ARKANSAS AND
REPEALING ORDINANCE NO. 5442

Council Member Jeff Watson presented an Ordinance setting the salaries of the elected officials and Planning Commission members of Springdale, Arkansas and repealing Ordinance No. 5442.

Effective January 1, 2021, the annual compensation for Springdale elected officials and Planning Commission members shall be as shown below:

City Council Members	\$ 11,070
Planning Commission Members	\$ 4,800
Mayor	\$ 136,610
City Clerk/Treasurer	\$ 95,704
City Attorney	\$ 125,153

Ordinance Number 5442 setting salaries for elected officials is hereby repealed effective January 1, 2021.

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

A gentleman in the audience wanted to comment on the budget that was passed. He asked some questions that had nothing to do with the approval of the budget.

The vote:

Yes: Overton, Reed, Lawson, Evans, Powell, Jaycox, Williams, Watson

No: None

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

The vote:

Yes: Reed, Lawson, Evans, Powell, Jaycox, Williams, Watson, Overton

No: None

The Ordinance was numbered 5543.

RESOLUTION NO. 149-20 – AUTHORIZING THE PAYMENT OF AN INVOICE ON
PROJECT NO. 18BPC1, SPRINGDALE MUNICIPAL CAMPUS, IN THE AMOUNT
OF \$1,119,270

Council Member Jeff Watson presented a Resolution authorizing the payment of an invoice on Project No. 18BPC1, Springdale Municipal Campus, in the amount of \$1,119,270 to Milestone Construction.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
PROJECT NO. 18BPC1**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

WHEREAS, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

WHEREAS, The City has received an invoice for \$1,119,270.76 for construction expenses for November 2020.

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 pay Milestone Construction Company, LLC \$1,119,270.76 with funds from the 2018 Bond Construction Fund.

PASSED AND APPROVED this ____ day of December, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Taylor Samples, Deputy City Attorney

Council Member Reed moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Lawson, Evans, Powell, Jaycox, Williams, Watson, Overton, Reed

No: None

The Resolution was numbered 149-20.

ORDINANCE NO. 5544 – 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, WASHINGTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented 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, Washington County, Arkansas, as follows:

1181 B Wilson (Parcel No.815-32011-000)
1901 Powell (Parcel #815-28784-000)
1205 Crutcher (Parcel #815-28757-000)

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

Yes: Evans, Powell, Jaycox, Williams, Watson, Overton, Reed, Lawson

No: None

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

The vote:

SPRINGDALE CITY COUNCIL
DECEMBER 22, 2020

Yes: Powell, Jaycox, Williams, Watson, Overton, Reed, Lawson, Evans

No: None

The Ordinance was numbered 5544.

COUNCIL MEMBERS LEAVING

Mayor Sprouse expressed thanks to Council Members Rick Evans, Kathy Jaycox and Jim Reed who will be going off council effective December 31, 2020.

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 6:25 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A VEHICLE LEASE AGREEMENT**

WHEREAS, the Public Works Department is in need of replacing several vehicles, and

WHEREAS, the Public Works Director has recommended leasing these vehicles from Enterprise Fleet Management.

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 execute a vehicle lease agreement with Enterprise Fleet Management for the Public Works Department.

PASSED AND APPROVED this 12th day of January, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



City of Springdale, Arkansas
Menu Pricing

Equity Lease Menu Pricing										
Department	Style	Year	Make	Model	Trim Level	Estimated Equipment Included	Cost Applied To A Prior Order	Quantity	Term	Estimated Annual Mileage
Public Works	4806731	2021	Ram	1500 Classic	Tradesman 4x4 Crew Cab	\$ 0.00	\$ 0.00	6	48	5,000
Public Works	4804521	2021	Ram	2500	Tradesman 4x4 Crew Cab	\$ 0.00	\$ 0.00	2	48	0,000

Quote based on estimated annual mileage of 8,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Total Vehicles on this Quote:	8	Total Annual Cost:	\$42,553
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Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Springdale, Arkansas

BY

TITLE

DATE

*** INDICATES ITEMS TO BE BILLED ON DELIVERY.**

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including **Uninsured/Underinsured** Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment **whatsoever**, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of **Lessor**, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

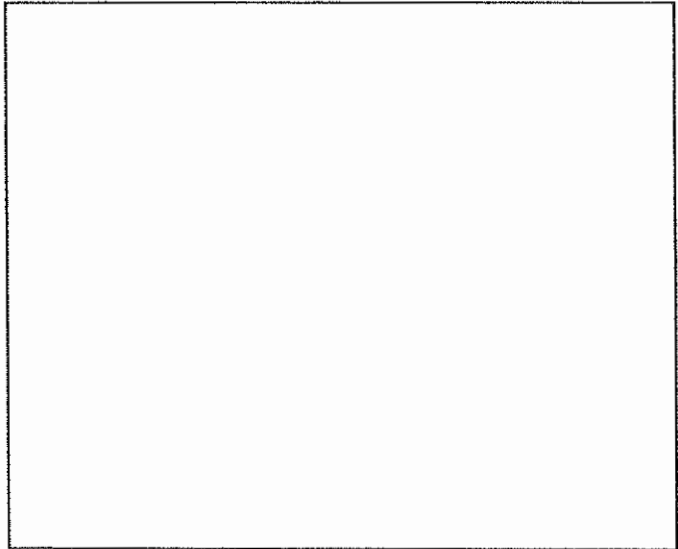
19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: <u>City of Springdale, Arkansas</u>	LESSOR: <u>Enterprise FM Trust</u>
Signature: _____	By: <u>Enterprise Fleet Management, Inc. its attorney in fact</u>
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
	Address: _____
Date Signed: _____	Date Signed: _____
Initials: EFM_____ Customer_____	

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A UTILITY EASEMENT
LOCATED ON PROPERTY IN
SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS, TO DECLARE
AN EMERGENCY AND FOR OTHER
PURPOSES.**



WHEREAS, The Cypert Family Revocable Trust petitioned the City Council for the City of Springdale, Arkansas, to release, vacate and abandon a portion of a utility easement more particularly described in Section 1 below;

WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

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

Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

Part of a 15' Utility Easement along the east line of Lot 8, Parson Hills Commercial Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on plat record 10 at page 24, and being more particularly described as follows: COMMENCING at the Northeast Corner of said Lot 8, Parson Hills Commercial Subdivision; thence by bearing and distance (basis of bearing, Grid North) South 02°27'44" West along the east line thereof a distance of 20.00 feet to the Southeast Corner of an existing 20' Multi-Use Trail Easement, as filed for record in Book 2019 at page 8538, and the POINT OF BEGINNING; thence South 02°27'44" West continuing along said east line a distance of 200.49 feet to the north line of an existing 30' Easement along the south side of said Lot 8; thence leaving said ease line, North 87°32'16" West along said north line a distance of 15.00 feet; thence leaving said north line, North 02°27'44" East a

distance of 200.57 feet to said south line of an existing 20' Multi-Use Trail Easement; thence South 87°15'42" East along said south line a distance of 15.00 feet to the Point of Beginning.

PARCEL NO.: 815-30298-000

A survey showing the property abandoned is hereby incorporated by reference.

Section 2: 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 12th day of January, 2021.

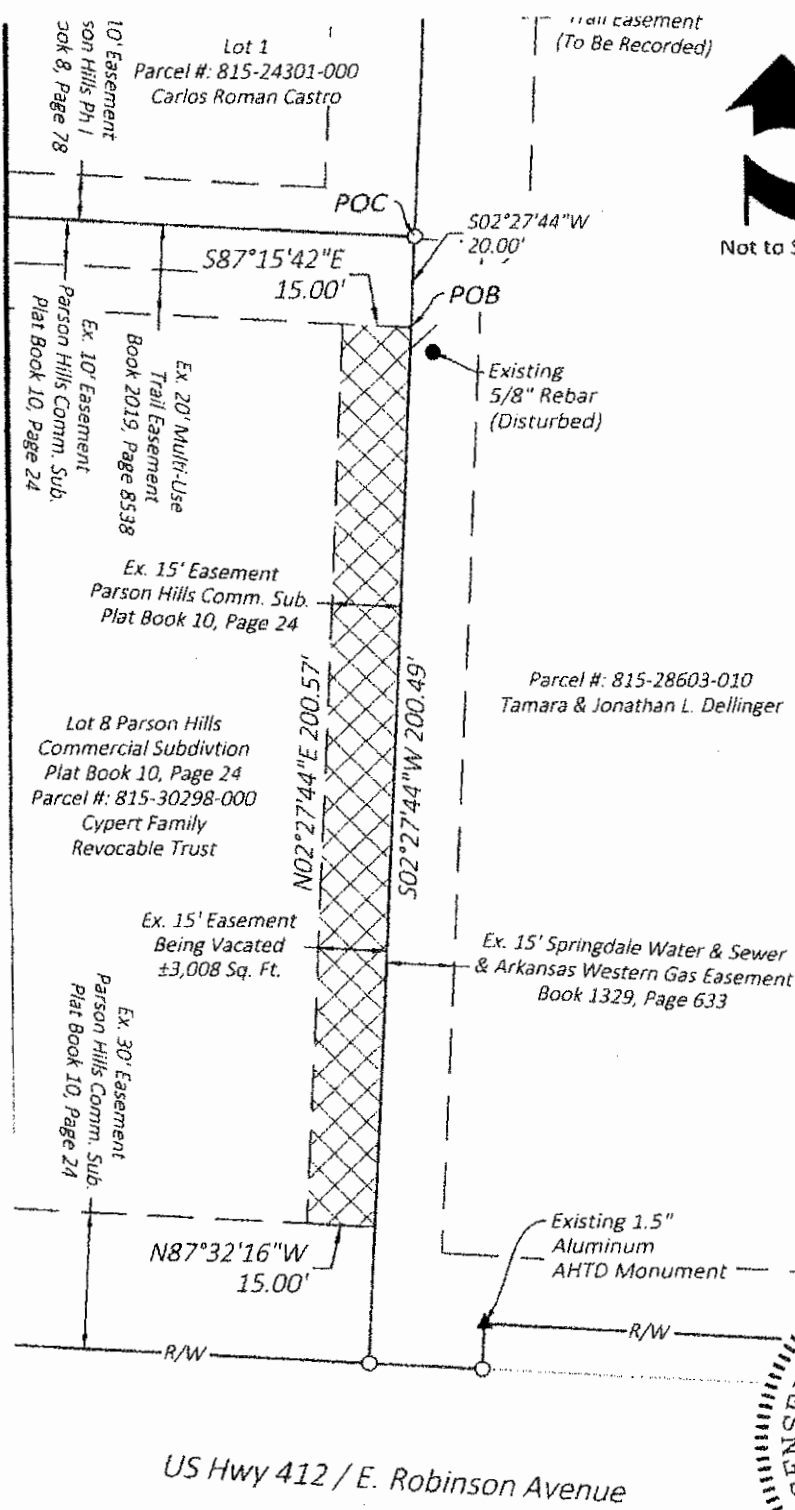
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



LEGEND

	Boundary Line
	Right-Of-Way Line
	Easement Line
	Vacated Easement



15' EASEMENT VACATION DESCRIPTION:

Part of a 15' Utility Easement along the east line of Lot 8, Parson Hills Commercial Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on plat record 10 at page 24, and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot 8, Parson Hills Commercial Subdivision; thence by bearing and distance (basis of bearing, Grid North) South 02°27'44" West along the east line thereof a distance of 20.00 feet to the Southeast Corner of an existing 20' Multi-Use Trail Easement, as filed for record in Book 2019 at page 8538, and the POINT OF BEGINNING; thence South 02°27'44" West continuing along said east line a distance of 200.49 feet to the north line of an existing 30' Easement along the south side of said Lot 8; thence leaving said east line, North 87°32'16" West along said north line a distance of 15.00 feet; thence leaving said north line, North 02°27'44" East a distance of 200.57 feet to said south line of an existing 20' Multi-Use Trail Easement; thence South 87°15'42" East along said south line a distance of 15.00 feet to the Point of Beginning.



Not A Survey

MORRISON SHIPLEY

2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2209 • MORRISONSHIPLEY.COM

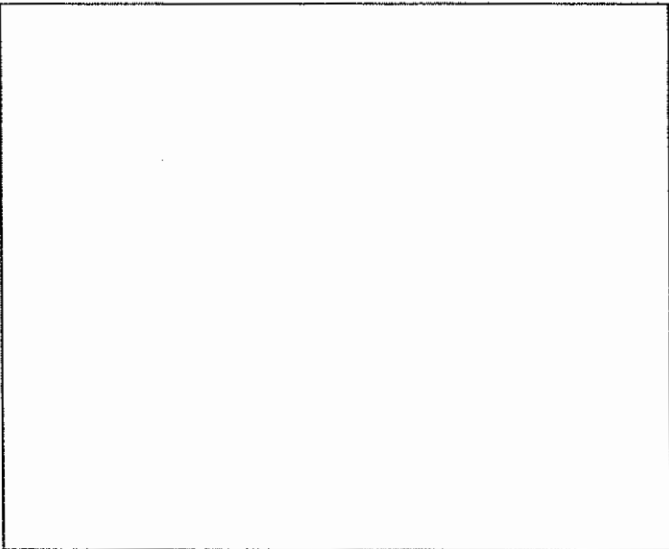
EXHIBIT "A" EASEMENT VACATION

Springdale, Washington County, Arkansas

Drawn By:	JDS
Date:	09.10.2020
Project No.:	CAS-128
Drawing Number:	EXHIBIT

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A UTILITY EASEMENT
LOCATED ON PROPERTY IN
SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS, TO DECLARE
AN EMERGENCY AND FOR OTHER
PURPOSES.**



WHEREAS, Jonathan Dellinger and Tamara Dellinger petitioned the City Council for the City of Springdale, Arkansas, to release, vacate and abandon a portion of a utility easement more particularly described in Section 1 below;

WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

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

Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

Part of a 15' Springdale Water & Sewer and Arkansas Western Gas Easement described in the Tract "B" Easement description recorded in Book 1329 at page 633, being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 6, Township 17 North, Range 29 West, Washington County, Arkansas, and being more particularly described as follows: COMMENCING at the Southwest corner of said Southeast Quarter of the Southeast Quarter (SE1/4 SE 1/4); thence by bearing and distance (basis of bearing, Grid North), North 02°27'44" East along the west line thereof a distance of 73.06 feet to the intersection of said west line with the north line of the existing Tract "A" Easement also recorded in Book 1329 at page 633, for the POINT OF BEGINNING; thence North 02°27'44" East continuing along said west line a distance of 205.61 feet; thence leaving said west line, South 87°15'42" East a

distance of 15.00 feet; thence South 02°27'44" West a distance of 205.54 feet to said north line of the existing Tract "A" Easement; thence North 87°32'16" West along said north line a distance of 15.00 feet to the Point of Beginning.

PARCEL NO.: 815-28603-010

A survey showing the property abandoned is hereby incorporated by reference.

Section 2: 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 12th day of January, 2021.

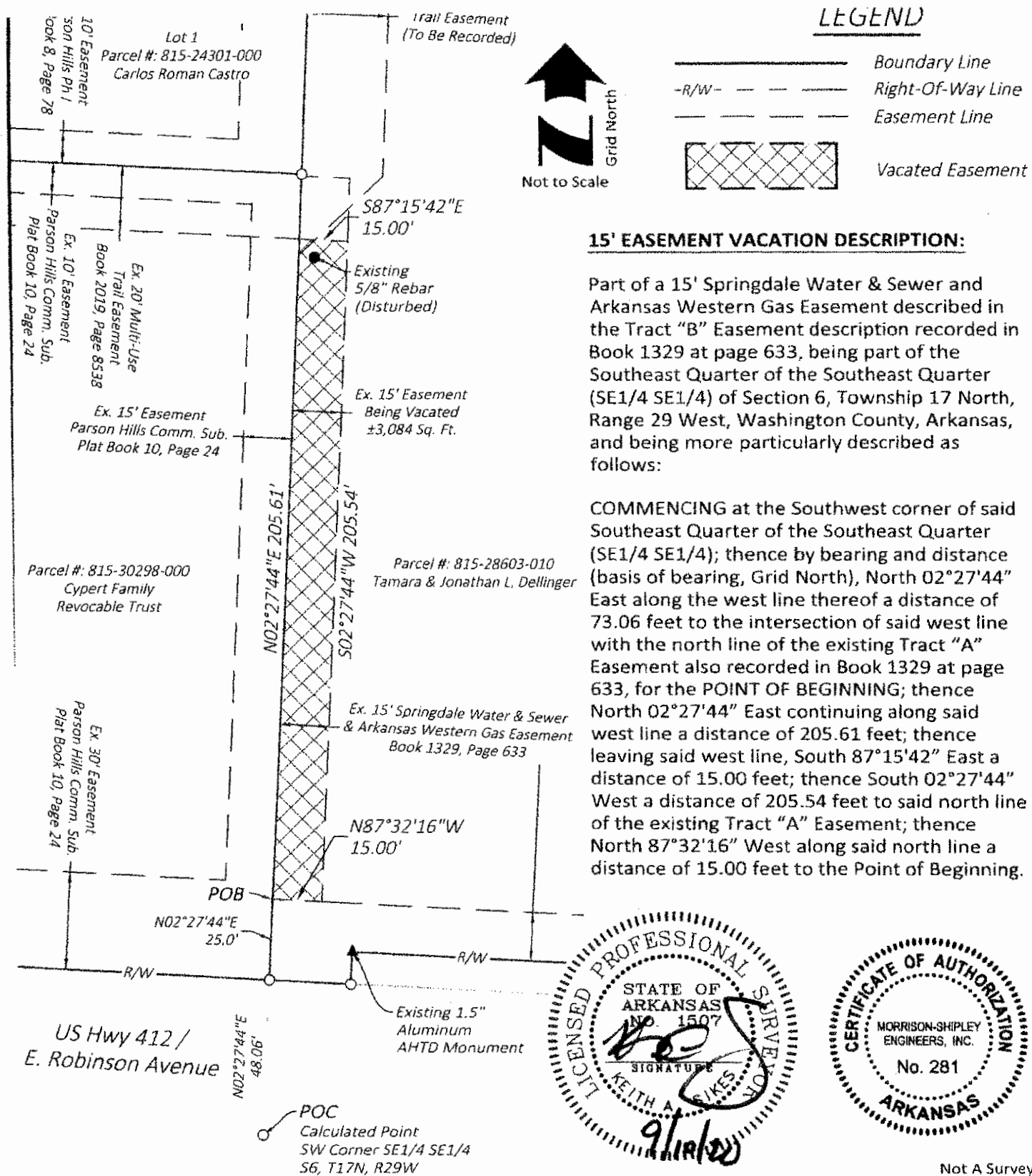
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



MORRISON SHIPLEY

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EXHIBIT "B"
EASEMENT VACATION

Springdale, Washington County, Arkansas

Drawn By
JOS
Date
08.10.2020
Project No
CAS-128
Drawing Name
EXHIBIT

ORDINANCE NO. _____

**AN ORDINANCE CALLING FOR THE
ANNEXATION OF LAND PURSUANT TO
ARK. CODE ANN. §14-40-501, *et. seq.***

WHEREAS, the boundaries of the city limits of the City of Springdale have changed over time, causing certain lands which are not in the City of Springdale to become surrounded by land which is located in the City of Springdale;

WHEREAS, given the fact that certain lands are surrounded by property in the City of Springdale, it would be in the public interest for the City of Springdale to provide municipal services, such as police protection, fire protection, etc., to these surrounded lands, and these surrounded lands qualify for annexation pursuant to Ark. Code Ann. §14-40-302;

WHEREAS, Ark. Code Ann. §14-40-501, *et. seq.*, provides that the governing body of a municipality may propose an ordinance calling for the annexation of land that is surrounded by the municipality;

WHEREAS, it is in the best interest of the City of Springdale that these surrounded lands be annexed into and be made a part of the City of Springdale, and the legal descriptions of the land to be annexed, as well as a map of the land to be annexed, are attached hereto as Exhibits "A" and "B", and made a part hereof; and

WHEREAS, the City Council finds that a hearing date should be set on the issue of the annexation of the surrounded lands contained in Exhibits "A" and "B";

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that February 9, 2021, at 6:00 p.m. be set as the date and time for the City Council to hear the issue of the annexation of the surrounded lands contained in Exhibit "A"; and the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this 12th day of January, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ARKANSAS GIS OFFICE

Department of Transformation
and Shared Services
Governor Asa Hutchinson
Secretary Amy Fecher
Director Shelby Johnson

December 2, 2020

Mayor Doug Sprouse
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: City of Springdale Annexation Coordination Requirement

Mayor Sprouse,

Thank you for coordinating with our office as you seek to annex property into the City of Springdale, AR described as "Island Annexation A" and located in Sections 9 & 16, Township 17 North, Range 29 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst

Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Springdale\2020\201\Doc\20201201_Springdale_Annexation_Coordination_Letter_IslandA.docx

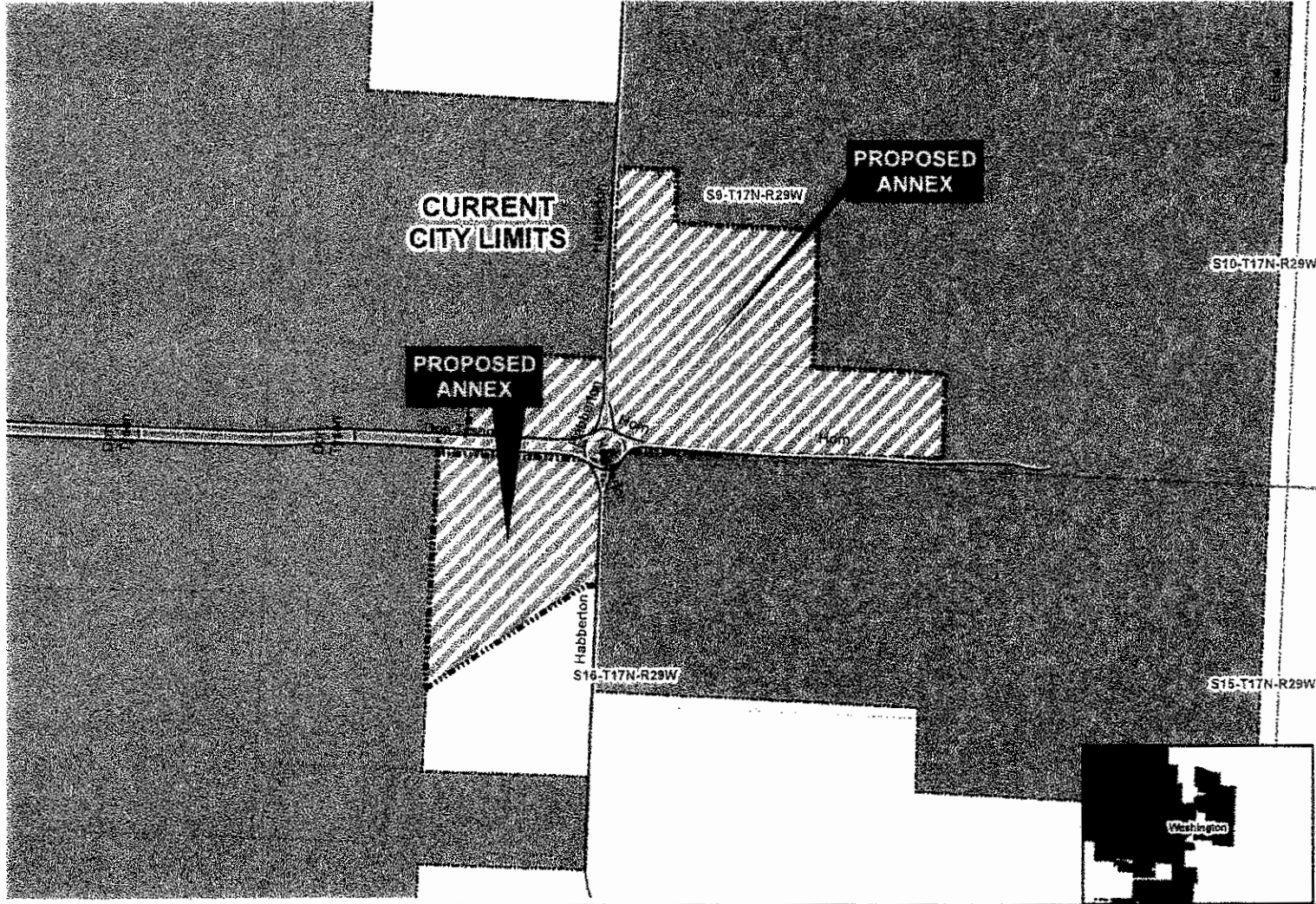
ARKANSAS GIS OFFICE
1 Capitol Mall, Suite 6D • Little Rock, AR 72201 • 501.682.2767
gis.arkansas.gov • transform.ar.gov



Proposed Annex "Island A": City of Springdale
December 2020

City: Springdale
Mayor: Doug Sprouse

Arkansas Code 14-40-101.
Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.
The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



ARKANSAS
GIS OFFICE

H:\City_Annexations\GIS\Springdale\2020\12011

City of Springdale Zoning Map



December 4, 2020

☐ Washington Co. Parcels ☐ STREAMS ☐ LAKES ☐ STREETS - ALL ☐ U.S. HWY ☐ PRIVATE
☐ Benton Co. Parcels ☐ MAIN CHANNEL ☐ Buildings ☐ INTERSTATE ☐ AR HWY
☐ SCHOOLS ☐ TRIBUTARY ☐ RAILROAD ☐ RAMP ☐ LOCAL

1:4,000

0 0.03 0.07 0.13 mi

City of Springdale, Clayton Sedberry

Clayton Sedberry | City of Springdale |

Exhibit B
Washington County Island Annexation 2/09/21

Tract 1: Parcel No. 001-14800-005

Kiangta Xaysanasy/Dalavanh Xaysingkhom
3295 Habberton Rd.
Springdale, AR 72763

A part of the Southwest Quarter of the Southeast Quarter of Section Nine (9), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, as described as follows: Commencing at the Southeast Corner of the SW 1/4 of the SE 1/4 of Section 9; thence N00°01'31"W 347.24 feet; thence N89°04'56"W 502.11 feet; thence N00°01'31"W 533.45 feet; thence N89°04'56"W 808.98 feet to the point of beginning; thence East 242 feet; thence North 180 feet; thence West 242 feet to the West line of the SW 1/4 of the SE 1/4; thence South 180 feet, more or less, to the point of beginning.

Tract 2: Parcel No. 001-14800-002

Adams Family Properties, LLC.
3885 Julio Rd.
Springdale, AR 72764

Part of the SW 1/4 of the SE 1/4 of Section 9, Township 17 North, Range 29 West, of the Fifth Principal Meridian, Washington County, Arkansas, and being more particularly described as follows: Commencing at the Southwest Corner of the SW 1/4 of the SE 1/4 of said Section 9; said point being a found railroad spike; thence along the West line of said SW 1/4 of the SE 1/4, N 02°21'58"E a distance of 374.24 feet to a computed point and the point of beginning; thence continuing along said West line, N 02°21'58"E a distance of 538.45 feet to a computed point; thence leaving said West line, S86°42'17"E a distance of 807.37 feet to a set iron pin with cap, "PLS 1156"; thence S02°21'58"W a distance of 538.45 feet to a set iron pin with cap, PLS 1156"; thence N86°42'17"W a distance of 807.37 feet to the point of beginning, containing 9.98 acres, more or less, and subject to the right of way of N. Habberton Road along the West side thereof.

Tract 3: Parcel No. 001-14800-003

Jeff & Kim Coles
5280 Horn Ln.
Springdale, AR 72764

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 29 West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follow, to-wit: Commencing at the Southeast corner of said Southwest quarter of the Southeast quarter, thence North 0°01'31"West 15.00 feet to the point of beginning; thence North 89°04'56" West 131.10 feet, thence North 0°01'31" West 332.24 feet; thence South 89°04'56" East 131.10 feet, thence South 0°01'31" East 332.24 feet to the point of beginning, containing 1.00 acres, more or less.

Tract 4: Parcel No. 001-14800-008

Miguel Bahena Hernandez
Argelia Behena Obispo
5198 Horn Lane
Springdale, AR 72764

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 29 West, being more particularly described as follows, to-wit: Beginning at a point N00°01'31"W 15.00 feet and S89°04'56"E 819.71 feet from the Southwest corner of said 40 acre tract, and running thence N01°40'05"E 332.10 feet, thence S89°04'56"E 350.47 feet, thence S00°01'31"E 332.24 feet, thence N89°04'56"W 360.28 feet to the Point of Beginning, containing 2.71 acres, more or less.

Tract 5: Parcel No. 001-14800-007

Ruben & Maria Tovar
11690 Remington St.
Lake View Terrace, CA 91342

Part of the SW 1/4 of the SE 1/4 of Section 9, T-17-N, R-29-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point which is N 00°01'31"W 15.00 feet and S89°89'04"56"E 426.40 feet from the SW corner of said 40 acre tract, and running thence N01°40'05"E 332.10 feet; thence S89°04'56"E 393.31 feet; thence S01°40'05"W 332.10 feet; thence N89°04'56"W 393.31 feet to the point of beginning, containing 3.00 acres, more or less.

Tract 6: Parcel No. 001-14800-001

Lloyd & Anne Godby
1904 SW Fir Ave.
Bentonville, AR 72712

A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 29 West, being more particularly described as follows, to-wit: Beginning at a point which is N00°01'31"W 15.00 feet from the Southwest corner of said forty acre tract and running thence N00°01'31"W 332.24 feet, thence S89°04'56"E 436.21 feet, thence S01°40'05"W 332.10 feet, thence N89°04'56"W 426.40 feet to the Point of Beginning, containing 3.29 acres, more or less. Subject to that portion in Habberton Road on the West side and subject that portion in private lane on the South side of herein described tract.

Tract 7: Parcel No. 001-14794-003

Tract 8: Parcel No. 001-14794-004

Mary, Kevin, Rodney, & Polly Alderson
3566 A Habberton Rd.
Springdale, AR 72764

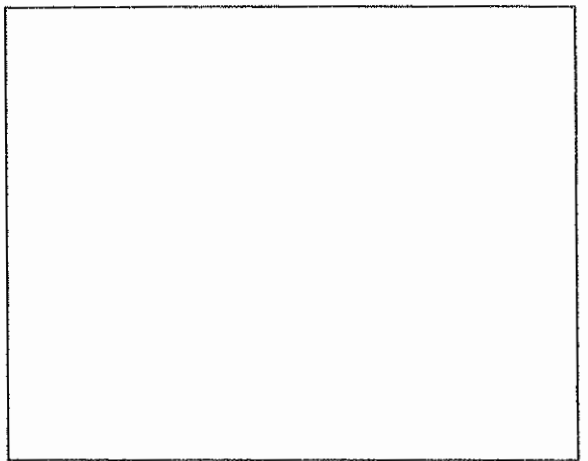
Part of the SE1/4 of the SW1/4 of Section 9, Township 17 North, Range 29 West of the Fifth Principal Meridian in Washington County, Arkansas, being more particularly described as follows, to-wit: Commencing at the northwest corner of said SE1/4 of the SW1/4, thence S0°02'11"W 982.91 feet, thence S89°21'43"E 785.71 feet to the point of beginning, thence S89°21'43"E 522.00 feet, thence S0°02'11"W 333.72 feet, thence N89°21'43"W 522.00 feet, thence N0°02'11"W 333.72 feet to the point of beginning, containing 4.00 acres, more or less.

Tract 9: Parcel No. 001-15077-000

(that portion North and West of Parcel No. 815-36188-700)

Leroy Horn Trust/Mary Horn Trust
624 Purtle
Springdale, AR 72764

That portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 9, Township 17 North, Range 29 West, the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) being the West 6.5 acres of Section 16, Township 17 North, Range 29 West, Washington County, Arkansas, located north and west of Parcel No. 815-36188-700.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE REPLAT OF LOT 1A-2C OF HAR-BER MEADOWS PUD, PHASE XXIII, A PLANED UNIT DEVELOPMENT IN 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:

LOT 1A-2C OF HAR-BER MEADOWS PUD, PHASE XXIII, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON RE-PLAT OF LOT 1A-2C, HAR-BER MEADOWS PUD, PHASE XXIII RECORD BOOK 24A AT PAGE 230.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOT 1A-2C OF HAR-BER MEADOWS PUD, PHASE XXIII.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT OF LOT 1A-2C OF HAR-BER MEADOWS PUD, PHASE XXIII, as shown on the replat 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 _____, 2021.

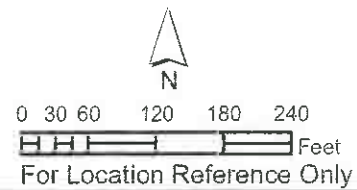
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



FILE NO. RP21-02
APPLICANT: ESI
REQUEST: Replat of parcel 815-36768-000
(Har-Ber Meadows PUD, Phase XXIII)

PLANNING COMMISSION MEETING
January 5, 2021

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
1386 EAST EMMA 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 January 5, 2021 on a request by Smith and Walker Enterprises, LLC (Wet Willie's Pet Wash) for a conditional use for a Use Unit 44 (Mobile Vending Site) in a General Commercial District (C-2) at 1386 East Emma Avenue; and

WHEREAS, following the public hearing the Planning Commission by a vote of nine (9) yeas and zero (0) nays recommends that a conditional use be granted to Smith and Walker Enterprises, LLC (Wet Willie's Pet Wash) for a Use Unit 44 (Mobile Vending Site) in a General Commercial District (C-2) at 1386 East Emma Avenue with the following conditions –

1. If a health certificate is required, display the health certificate in a manner visible to customers
2. No obstruction of pedestrian or motor vehicle traffic flow
3. No obstruction of traffic signals or regulatory signs
4. No vending upon a public way
5. No sound 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
6. Sites to remain clean and free of paper or refuse of any kind generated from the operation of the business with all trash or debris accumulating within twenty (20) feet of any vending stand to be collected and deposited 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 to Smith and Walker Enterprises, LLC (Wet Willie's Pet Wash) for a Use Unit 44 (Mobile Vending Site) in a General Commercial District (C-2) at 1386 East Emma Avenue with the following conditions –

1. If a health certificate is required, display the health certificate in a manner visible to customers
2. No obstruction of pedestrian or motor vehicle traffic flow
3. No obstruction of traffic signals or regulatory signs
4. No vending upon a public way
5. No sound 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
6. Sites to remain clean and free of paper or refuse of any kind generated from the operation of the business with all trash or debris accumulating within twenty (20) feet of any vending stand to be collected and deposited into a trash container.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

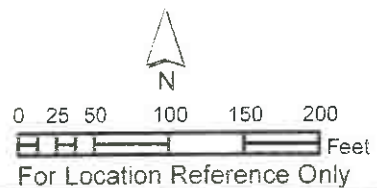
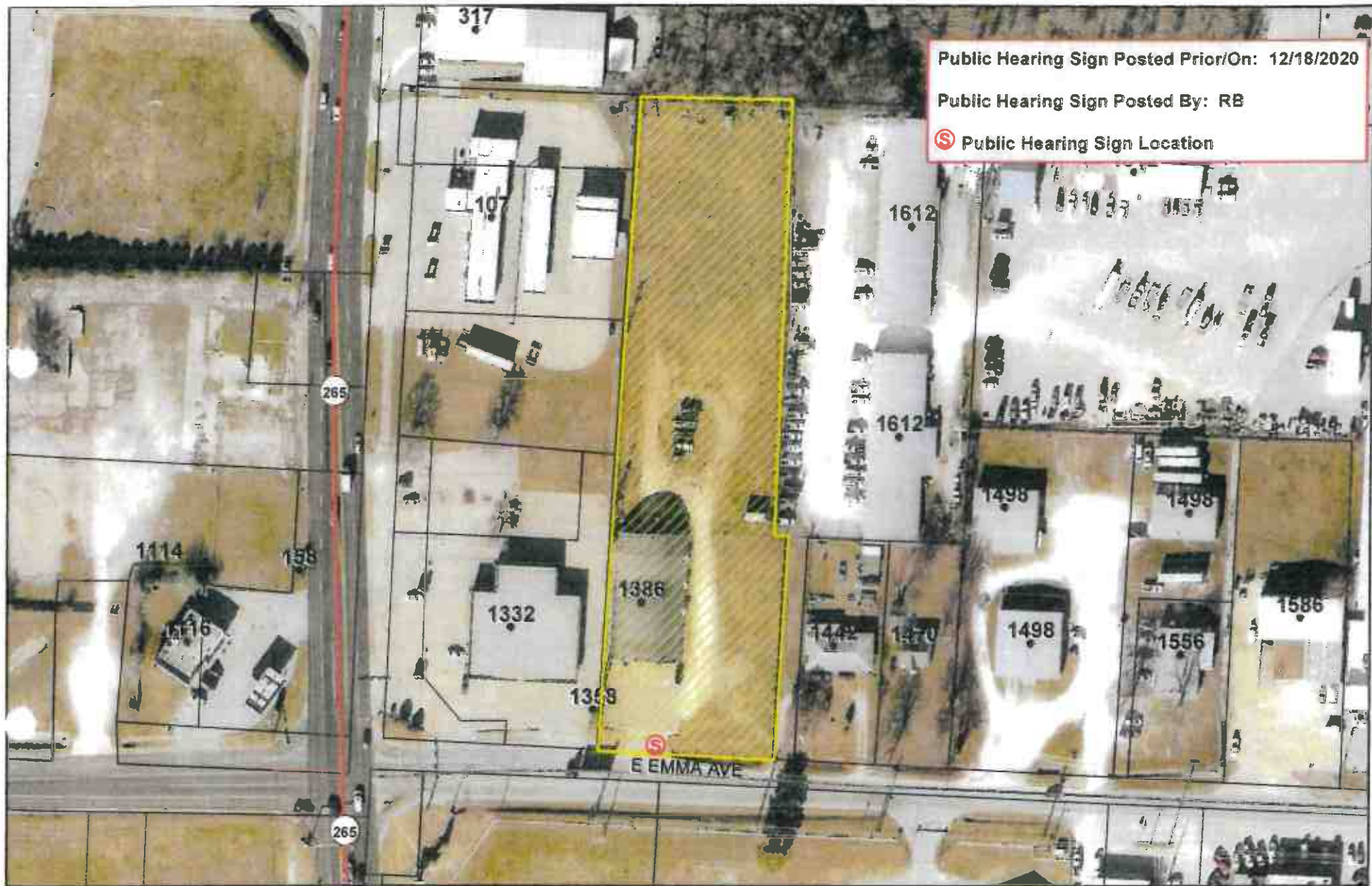
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. C20-23
APPLICANT: Smith and Walker Enterprises, LLC
REQUEST: Conditional Use for a
Use Unit 44 (Mobile Vending) located in C-2

PLANNING COMMISSION MEETING
December 18, 2020

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE
OF FUNDS TO ACQUIRE A PORTION OF LAND FROM
NETS GLOBAL HOLDINGS, LLC, FOR THE DIXIELAND
ROAD PROJECT (PROJECT NO. 18BPS14).**

WHEREAS, the City of Springdale is in need of acquiring a portion of a tract of land for the Dixieland Road Project, Project No. 18BPS14, Tract 3, said land being owned by NETS Global Holdings, LLC;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$4,300.00 is the estimated just compensation for the property needed from NETS Global Holdings, LLC;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$5,000.00 to acquire the land needed for the project, said amount being based on a comparable sale contained in the City's appraisal;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$700.00 to acquire the property needed from NETS Global Holdings, LLC, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire a portion of a tract of land for the Dixieland Road Project, Project No. 18BPS14, Tract 3, said land being owned by NETS Global Holdings, LLC, for the total sum of \$5,000.00.

PASSED AND APPROVED this ____ day of _____, 2021.

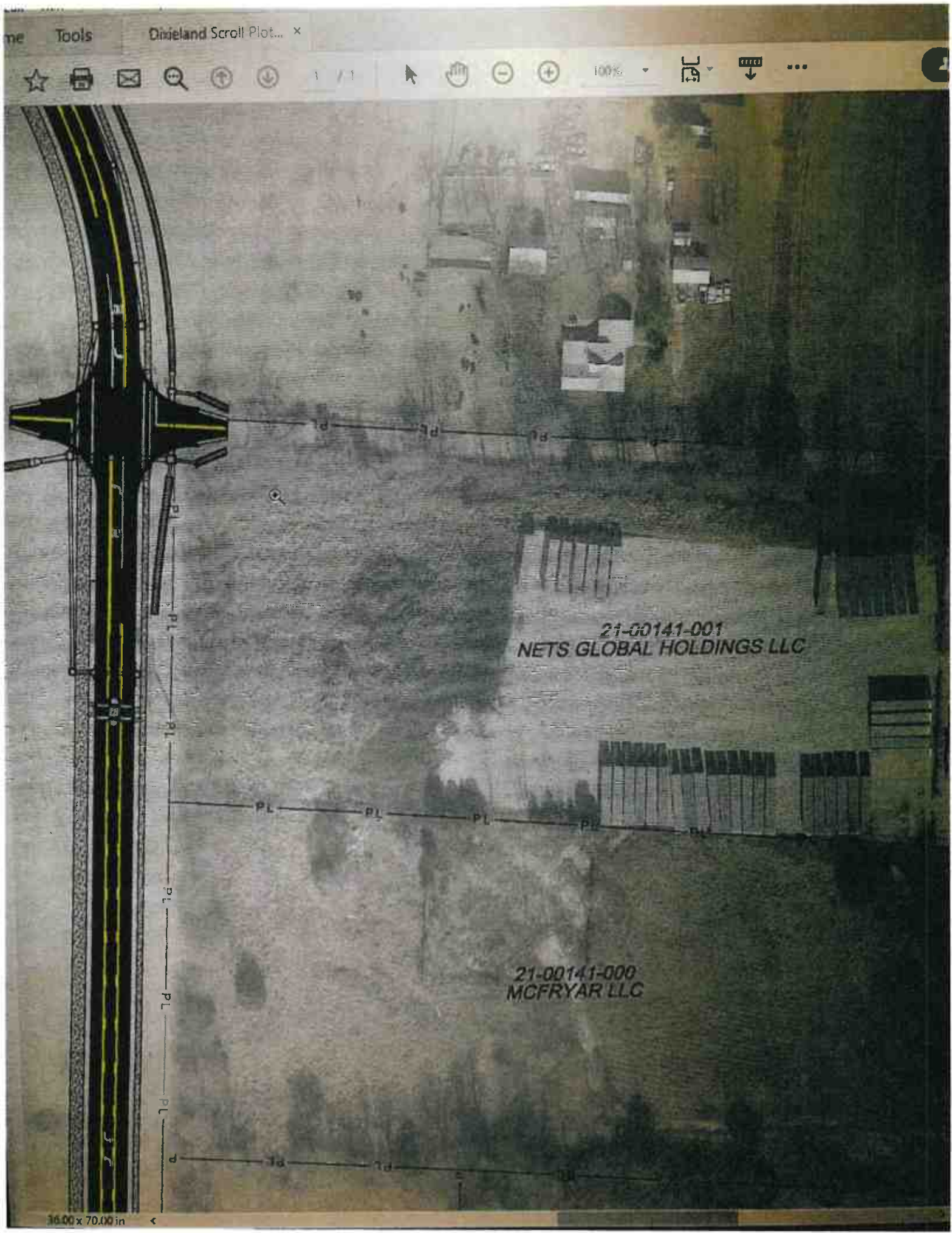
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



RESOLUTION NO. _____

**A RESOLUTION APPROVING
APPOINTMENTS TO THE ENERGY
IMPROVEMENT DISTRICT NO. 1**

WHEREAS, on December 16, 2015, the City Council of the City of Springdale, Arkansas approved Springdale's participation in Energy Improvement District No. 1, a Property Assessed Energy Improvement District pursuant to Ark. Code Ann. §8-15-101;

WHEREAS, Ordinance No. 5001 authorized the Mayor and City Clerk to execute an agreement with other participating members of the District, and pursuant to that agreement, the City of Springdale is allocated four members to join the existing seven-member Board at this time;

WHEREAS, one allocated member shall be the Mayor or the Mayor's designee, and the other three (3) are to be qualified electors of the District chosen by the Springdale City Council;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that Miranda Gauthier and Mark Cloud are hereby appointed as the Council's designees to Energy District No. 1, with term expiring December 31, 2023.

PASSED AND APPROVED this 12th day of January, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY