- **The next Committee Meeting will be held on Monday, June 20th, 2022 in the Tiered Training Room.**
- **Committee agendas will be available on the Friday before the meeting.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF NEW CRIMINAL JUSTICE BUILDING
Tuesday, June 14th, 2022

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mark Fougerousse

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/Treasurer

4. Recognition of a Quorum.

5. 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.

6. ***A Public Hearing*** on a Petition to vacate a portion of Putman Street from Price to Huntsville Avenue. Presented by Ernest Cate, City Attorney.

7. ***A Public Hearing*** on a Petition to vacate a portion of Blair Street from Price to Huntsville Avenue. Presented by Ernest Cate, City Attorney.

8. Approval of Minutes – May 24th, 2022**: Minutes located at the back of Agenda.** Pgs. 86-113

9. 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)* ***13A, 14, 15, 16, and 17.*** *Motion must be approved by two-thirds (2/3) of the council members).*

10. Finance Committee by Chairman Jeff Watson

    A. ***A Resolution*** authorizing the execution of a contract for the City of Springdale 2022 Street Overlay Project. Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 1-2

    B. ***A Resolution*** authorizing the expenditure of funds to acquire a portion of land from Basic Block and Brick I, LLC, for the Dean's Trail, Phase IIIA Project (Project No. ST1802). Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 3-4

C. ***A Resolution*** to authorize the provision of Government services for citizens of Springdale, Arkansas from the American Rescue Plan Act (ARPA) Funds. Forwarded from Committee with recommendation for approval. Presented by Cody Loerts, Assistant Finance Director (Lost Revenue). Pg. 5

D. ***A Resolution*** to authorize the provision of Government services for citizens of Springdale, Arkansas from the American Rescue Plan Act (ARPA) Funds. Forwarded from Committee with recommendation for approval. Presented by Cody Loerts, Assistant Finance Director (I.T. Equipment). Pgs. 6-7

E. ***A Resolution*** to authorize a subaward to UpSkill NWA and Northwest Technical Institute from the City of Springdale's American Rescue Plan Act (ARPA) funds to help a job training and workforce development program. Forwarded from Committee with recommendation for approval. Presented by Cody Loerts, Assistant Finance Director. Pg. 8

F. ***A Resolution*** expressing the willingness of the City of Springdale to apply for STBGP-A Funding for construction of Don Tyson Parkway from Gene George Boulevard to Highway 112. Forwarded from Committee with recommendation for approval. Presented by Ryan Carr, Engineering Department. Pg. 9

11. Parks and Recreation Committee by Chairman Mike Lawson

A Resolution expressing the willingness of the City of Springdale to apply for state grant funding for the remodeling of the playground at Murphy Park. Forwarded from Committee with recommendation for approval. Presented by Chad Wolf, Director at Parks and Recreation. Pgs. 10-14

12. Personnel Committee by Chairman Mark Fougerousse

A Resolution amending the 2022 Budget of the Springdale Police Department and approving the reclassification of 911 Emergency Dispatch Personnel. Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer. Chief of Staff. Pgs. 15-16

13. Committee of the Whole

A. ***An Ordinance*** confirming a Second Amendment to the Inter-Municipal Sewer Agreement between the City of Springdale, Arkansas, and the City of Lowell, Arkansas; and declaring an emergency. Forwarded from Committee with no recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 17-20

B. ***A Resolution*** authorizing the Mayor and City Clerk to enter into an agreement with the City of Fayetteville concerning the water territory boundary between the two cities. Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 21-31

14. ***An Ordinance*** vacating a portion of a dedicated public street known as Putman Street, pursuant to Ark. Code Ann. §14-301-301, *et seq.* declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 32-34

15. ***An Ordinance*** vacating a portion of a dedicated public street known as Blair Street, pursuant to Ark. Code Ann. §14-301-301, et seq. declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 35-37

16. ***An Ordinance*** amending Article 4 and Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Public Hearing was held at Planning Commission on 6/6/2022. Presented by Ernest Cate, City Attorney. Pg. 38

17. ***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 certain lands located at 8915 East Brown Road from Agricultural District (A-1) to Planned Unit Development (PUD) and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 39-85

18. Comments from Council Members.

19. Comments from City Attorney.

20. Comments from Mayor

21. Adjournment.

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE CITY OF SPRINGDALE 2022 STREET OVERLAY PROJECT

WHEREAS, the Public Works Department has budgeted for the 2022 Street Overlay Project ("the Overlay Project");

WHEREAS, the competitive bidding process provided by Arkansas law was utilized by the City of Springdale Public Works Department to obtain bids for the Overlay Project; and

WHEREAS, the lowest responsible bidder for the Overlay Project was APAC-Central, Inc., in the amount of $1,265,172.25, as they have a facility in the City of Springdale, which is preferable due to the nature of the material involved;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS THAT the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with APAC-Central, Inc. for the 2022 Street Overlay Project in an amount not to exceed $1,265,172.25, to be paid from the 2022 Public Works budget.

PASSED AND APPROVED this _______ day of ________________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

2022 STREET OVERLAY LIST

	STREET	FROM	TO	Length	width	Area SY M)	(M COST)	A Area SY	Asphalt Ty	Thickn	tons	cost
1	GARY ST	MAYES AVE	PARKER AVE	280	18	45	$ 113	560	Type 3	1.5	47	$4,200.00
2	S PLEASANT ST	JUST SOUTH OF 412	W ROBINSON AVE	2,441	36	3303	$ 8,258	9764	Type 3	2	1085	$102,522.00
3	S PLEASANT ST	W ROBINSON AVE	THOMPSON ST	785	30	1096	$ 2,740	2617	Type 3	2	291	$27,475.00
4	PARKER AVE	S PLEASANT ST	THOMPSON ST	1,309	18	786	$ 1,965	2618	Type 3	1.5	218	$19,635.00
5	SCHMIEDING AVE	S PLEASANT ST	THOMPSON ST	1,193	25	1761	$ 4,403	3314	Type 3	1.5	276	$24,854.17
6	W ROBINSON AVE	CAMBRIDGE ST	THOMPSON ST	2,719	34	3947	$ 9,868	10272	Type 3	2	1141	$107,853.67
7	WRIGHT AVE	TURNER ST	TO END	1,003	27	1475	$ 3,688	3009	Type 3	1.5	251	$22,567.50
8	VILLAGE LN	S POWELL ST	CORNER	1,156	23	1751	$ 4,378	2954	Type 3	1.5	246	$22,156.67
9	PURTLE AVE	FROM END	TO PRIVATE	673	27	1042	$ 2,605	2019	Type 3	1.5	168	$15,142.50
10	WALNUT GROVE AVE	TURNER ST	CORNER	1,135	22	1662	$ 4,155	2774	Type 3	1.5	231	$20,808.33
11	S POWELL ST	NEW ASHPALT BY DT	W LAKE VIEW DR	3,992	20	1549	$ 3,873	8871	Type 3	2	986	$93,146.67
12	CROXDALE ST	EDGEWOOD AVE	E ANDREW AVE	2,566	25	837	$ 2,093	7128	Type 3	1.5	594	$53,458.33
13	MIDLAND AVE	TURNER ST	SHAWNEE COVE	1,493	22	440	$ 1,100	3650	Type 3	1.5	304	$27,371.67
14	SHADY GROVE RD	JOHNSON RD	THOMPSON ST	3,655	25	2797	$ 6,993	10153	Type 3	2	1128	$106,604.17
15	GARDEN CENTER RD	SHADY GROVE DR	CUL-DE-SAC	739	27	1052	$ 2,630	2217	Type 3	1.5	185	$16,627.50
16	AZALEA CIR	GARDEN CENTER DR	CUL-DE-SAC	180	30	335	$ 838	600	Type 3	1.5	50	$4,500.00
17	JUNIPER CIR	GARDEN CENTER DR	CUL-DE-SAC	190	35	335	$ 838	739	Type 3	1.5	62	$5,541.67
18	OAK MANOR	W LAKE VIEW DR	W LAKE VIEW DR	1,874	27	2498	$ 6,245	5622	Type 3	1.5	469	$42,165.00
19	MAIN DR	CITY LIMITS	THOMPSON ST	2,281	16	4055	$10,138	4055	Type 3	2	451	$42,578.67
20	W GIBBS RD	HARBAR AVE	CORNER	1,298	20	535	$1,338	2884	Type 3	2	320	$30,282.00
			TOTALS	Milling sq yds		31,301	A SQ YDS	85,819	A TONS & COST		8,502	$789,491
					MILLING COST		$78,253		A /M GRAND TOTAL			$867,743

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM BASIC BLOCK & BRICK I, LLC, FOR THE DEAN'S TRAIL, PHASE IIIA PROJECT (PROJECT NO. ST1802).

WHEREAS, the City of Springdale is in need of acquiring a portion of land for the Dean's Trail, Phase IIIA Project, Project No. ST1802, Tract 18, said lands being owned by Basic Block & Brick I, LLC;

WHEREAS, the City of Springdale has determined by appraisal that the sum of $12,100.00 is the estimated just compensation for the property needed from Basic Block & Brick I, LLC;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of $14,224.00 to acquire the land needed for the project, said amount being justified by an appraisal conducted by the property owner, as well as an increase in property values since 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 $2,124.00 to acquire the property needed from Basic Block & Brick I, LLC, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings;

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 land for the Dean's Trail, Phase IIIA Project, Project No. ST1802, Tract 18, said lands being owned by Basic Block & Brick I, LLC, for the total sum of $14,224.00.

PASSED AND APPROVED this _____ day of _____________________, 2022.

____
Doug Sprouse, Mayor

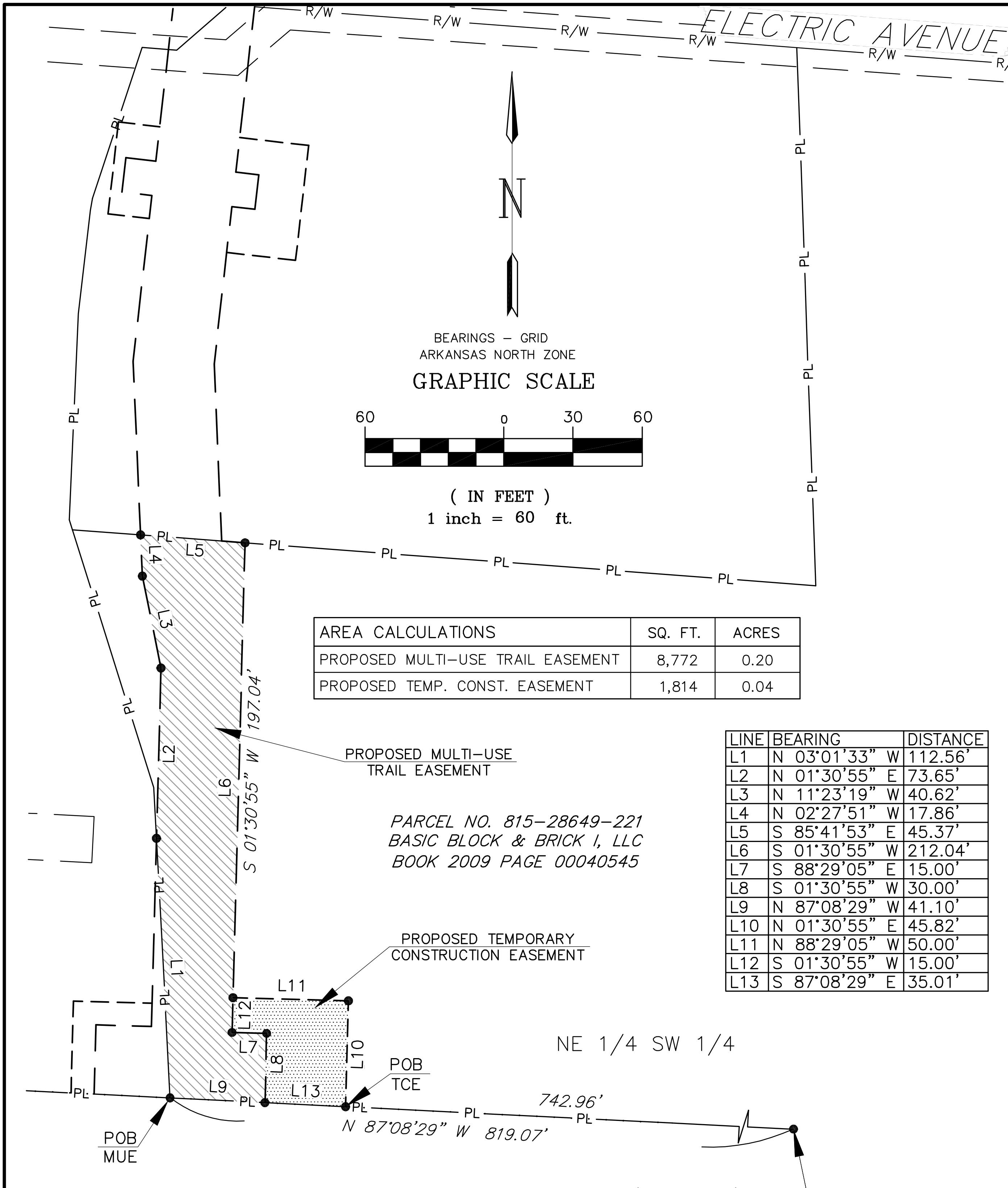
ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

ErnestCa/2022misc/RESOBasicBlock



AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED MULTI-USE TRAIL EASEMENT	8,772	0.20
PROPOSED TEMP. CONST. EASEMENT	1,814	0.04

LINE	BEARING	DISTANCE
L1	N 03°01'33" W	112.56'
L2	N 01°30'55" E	73.65'
L3	N 11°23'19" W	40.62'
L4	N 02°27'51" W	17.86'
L5	S 85°41'53" E	45.37'
L6	S 01°30'55" W	212.04'
L7	S 88°29'05" E	15.00'
L8	S 01°30'55" W	30.00'
L9	N 87°08'29" W	41.10'
L10	N 01°30'55" E	45.82'
L11	N 88°29'05" W	50.00'
L12	S 01°30'55" W	15.00'
L13	S 87°08'29" E	35.01'

LEGEND

PL —— PL EXISTING PROPERTY LINE
R/W EXISTING RIGHT OF WAY LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
PROPOSED TEMP. CONST. EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

GARVER
2049 EAST JOYCE BOULVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS
DEAN'S MULTI-USE TRAIL

SPRINGDALE WE'RE MAKING IT HAPPEN

JOB NO. 18047110
DATE FEB 25, 2021
"EXHIBIT A"
TRACT 18

RESOLUTION NO. ________

A RESOLUTION TO AUTHORIZE THE PROVISION OF GOVERNMENT SERVICES FOR THE CITIZENS OF SPRINGDALE, ARKANSAS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, the City of Springdale, Arkansas has been directly affected by the COVID- 19 global pandemic;

WHEREAS, the City of Springdale, Arkansas has experienced a reduction in revenues as a result of the COVID-19 global pandemic;

WHEREAS, the City of Springdale, Arkansas continued to provide essential services to its residents throughout the COVID-19 pandemic;

WHEREAS, the City of Springdale, Arkansas will continue to provide essential services to its residents; and

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the $9,194,245.00 American Rescue Plan Act (ARPA) funds designated as lost revenue for the provision of police, fire, and other public safety services to provide these essential services to the citizens of the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of $4,525,857 to the provision of government services for the citizens of Springdale, Arkansas for the provision of police, fire, and other public safety services to provide these essential services to the citizens of the City of Springdale in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this ______ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. ________

A RESOLUTION TO AUTHORIZE THE PROVISION OF GOVERNMENT SERVICES FOR THE CITIZENS OF SPRINGDALE, ARKANSAS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, the City of Springdale, Arkansas has been directly affected by the COVID- 19 global pandemic;

WHEREAS, the City of Springdale, Arkansas has experienced a reduction in revenues as a result of the COVID-19 global pandemic;

WHEREAS, the City of Springdale, Arkansas continued to provide essential services to its residents throughout the COVID-19 pandemic;

WHEREAS, the City of Springdale, Arkansas will continue to provide essential services to its residents; and

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the $9,194,245.00 American Rescue Plan Act (ARPA) funds designated as lost revenue to modernize and protect the critical information technology infrastructure that provides essential services to the citizens of the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of $607,600.00 to the provision of government services for the citizens of Springdale, Arkansas to modernize and protect the critical information technology infrastructure that provides essential services to the citizens of the City of Springdale in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this ______ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

Technology & Cybersecurity

Networking & Security

	Local Area Network		Upgrades for increased bandwidth, connectivity and cybersecurity		
		11	Extreme X450G2-48p-10G4	$6,800.00	$74,800.00
		4	Extreme X450G2-48p-G4	$7,200.00	$28,800.00
		18	Extreme X435-24p-4S	$1,850.00	$33,300.00
	Firewalls				
		7	Firebox T40	$2,850.00	$19,950.00
		1	Firebox M590	$20,000.00	$20,000.00
		1	Firebox M590 HA	$10,000.00	$10,000.00
	Increase for Storage				
		1	Dell EMC Unity 380	$75,000.00	$75,000.00
Software & Updates					
	Productivity		Updates for productivity, remote work and cybersecurity		
		450	Office 2021 LTSC	$335.00	$150,750.00
Client					
	Workstations		Mobile workstations to support remote work and software updates for cybersecurity		
		75	Lenovo ThinkPad P15s	$2,300.00	$172,500.00
		75	Lenovo ThinkPad Ultra Dock	$300.00	$22,500.00
			Total:		$607,600.00

RESOLUTION NO. ______

A RESOLUTION TO AUTHORIZE A SUBAWARD TO UPSKILL NWA & NORTHWEST TECHNICAL INSTITUTE FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND A JOB TRAINING AND WORKFORCE DEVELOPMENT PROGRAM

WHEREAS, the City of Springdale, Arkansas has been directly affected by the COVID- 19 global pandemic;

WHEREAS, the COVID-19 pandemic has highlighted a need for a trained labor force for essential industries;

WHEREAS, citizens of the City of Springdale, Arkansas need job training and other assistance to move to jobs that provide better opportunities for economic advancement;

WHEREAS, Excellerate Foundation DBA Upskill NWA in Partnership with Northwest Technical Institute is launching a program to provide critical job training and placement services;

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that $2,590,000 be awarded to Excellerate Foundation DBA Upskill NWA & Northwest Technical Institute for the purpose of the establishing and operating a workforce development and job placement program for the citizens of Springdale, Arkansas in accordance with eligible use of funds as defined by ARPA; and the Mayor and City Clerk are hereby authorized to execute a Grant Award Agreement for the same**,** and this Resolution is intended to supersede and replace Resolution No. 8-22 passed on February 8, 2022

PASSED AND APPROVED this ______ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. XX-22

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR CONSTRUCTION OF DON TYSON PARKWAY FROM GENE GEORGE BOULEVARD TO HIGHWAY 112

WHEREAS, the Don Tyson Parkway project from Gene George Boulevard to Highway 112 has been designed; and

WHEREAS, All easements and right-of-way are currently be acquired for the construction of this street; and

WHEREAS, due to the regional significance of the project, STBGP-A funding may be available; and

WHEREAS, of the estimated construction cost of $9,050,000.00, the City intends to submit an application requesting 80% STBGP-A funding ($7,240,000.00) and provide the required match of 20% ($1,810,000.00):

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

Section 1. The city of Springdale is committed to the Don Tyson Parkway extension project and recognizes its regional significance.

Section 2. The required matching funds are committed in an amount not to exceed $1,810,000.00

PASSED AND APPROVED this 14th day of June, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

RESOLUTION NO. ________

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STATE GRANT FUNDING FOR THE REMODELING OF THE PLAYGROUND AT MURPHY PARK

WHEREAS, the City of Springdale, Arkansas seeks to improve the recreation facilities at Murphy Park and wishes to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to improve the site for such a recreation area, it is necessary to obtain an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage and Tourism; and

WHEREAS, the plans for the remodel of the recreation area at Murphy Park have been prepared and the price therefore has been established; and

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained within the Outdoor Recreation Matching Grant Application Guide, including, but not limited to, the following; the park area defined by the project boundary map, submitted with the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all future overhead utility lines within the project boundary must be placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale is hereby authorized to make application to the Arkansas Department of Parks, Heritage and Tourism for assistance to remodel the recreation area at Murphy Park.

PASSED AND APPROVED this 14th day of June, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

M:Anna McKinney/City Council/Resolutions/2022

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

02/24/2022
Quote #
159052-01-01

Murphy Park Inclusive Playground

Springdale Parks and Recreation
Attn: Chad Wolf
P.O. Box 42
Springdale, AR 72765
Phone: 479-750-8185
Fax:479-750-8595
cwolf@springdalear.gov

Ship to Zip 72765

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Ramped Structure for Ages 5-12 (per drawing) *[2 Color HDPE:___________]* *[Accent:___________]* *[Roto Plastic:___________]* *[Basic:___________]* *[Deck:Pvc:___________]* *[Metal Roof:___________]* *[Accent 2:___________]* *[HDPE:___________]* *[Tube:___________]* *[RotoPlastic2:___________]*	$143,864.00	$143,864.00
		(1) 3900 -- Spin Chimes 20" 2S		
		(1) 3905 -- Bells 12" 1S		
		(1) 4958 -- Hypno Wheel		
		(1) 4959 -- Maze Wheel		
		(2) 6293 -- Trillium Climber 6'-0"		
		(2) 16465 -- Slide Transfer (Ada)		
		(2) 16700 -- Ada49"Sq Punch Steel Deck		
		(2) 16717 -- 147" Ada Ramp Link		
		(10) 80167 -- Roof Ext 24" W/Rivet		
		(1) 80203 -- Tin Roof Gable		
		(3) 80206 -- Tin Roof Hex		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 81669 -- Hand Cycler		
		(2) 81680 -- Single Seat		
		(1) 81688 -- Therapeutic Rings Attch		
		(1) 90004 -- Two Piece Hex Deck		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90211 -- Rung Encl Telescope & Barrier,Above Dk		
		(1) 90252 -- 4' Leaning Wall Climber		
		(1) 90266 -- 8' Upright, Alum		
		(7) 90268 -- 10' Upright, Alum		

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

02/24/2022
Quote #
159052-01-01

Murphy Park Inclusive Playground

Quantity	Part #	Description	Unit Price	Amount
		(2) 90272 -- 14' Upright, Alum		
		(8) 90273 -- 15' Upright, Alum		
		(1) 90409 -- Ada Punched Steelway -Guardrail (3 Dk)		
		(1) 90573 -- Scramble Up (3'-6" To 5'-0")		
		(1) 90700 -- Single Entrance Wilderslide Ii		
		(1) 90703 -- Straight Section Wilderslide Ii		
		(2) 90705 -- Right Curve Section Wilderslide Ii		
		(1) 90709 -- Support Wilderslide Ii		
		(1) 90762 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 90774 -- 8' Wildertube Quick 'S' Reverse		
		(1) 90887 -- 360 Spiral Slide 5' w/metal enc		
		(1) 91139 -- Entryway - Barrier		
		(3) 91208 -- Climber Entryway - Guardrail		
		(3) 91209 -- Climber Entryway - Barrier		
		(1) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91364 -- Sensory Wave Panel w/ chimes		
		(1) 91365 -- Sensory Wave Panel w/ stainled glass		
		(1) 91487 -- Vertical Wiggle Climber 5'-5'-6"		
		(1) 91501 -- Olympus Climber - 7'0 thru 8'0 attac		
		(1) 91523 -- Ripple Pass		
		(1) 91528 -- Twisted Rail Climber 4'/5'		
		(1) 91546 -- Metallophone Panel		
		(1) 91566 -- Face Creator Half Panel		
		(1) 91572 -- Answer Ball Half Panel		
		(1) 91595 -- Composer		
		(1) 91669 -- Trillium Climber 6'-0"		
		(4) G90262 -- 4' Upright, Galv		
		(2) G90268 -- 10' Upright, Galv		
		(8) G90272 -- 14' Upright, Galv		
		(4) G90273 -- 15' Upright, Galv		
		(1) 4444RP -- Threshold Package		
1	6262	GameTime - Inclusive Whirl - Basic	$13,999.00	$13,999.00
1	4676	GameTime - Harmonic Chimes (set of 3)	$3,315.00	$3,315.00
1	6258	GameTime - Sensory Cove Climber - Triangle *[Basic:__________] [Roof:__________] [Roof 2:__________]*	$2,521.00	$2,521.00

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

02/24/2022
Quote #
159052-01-01

Murphy Park Inclusive Playground

Quantity	Part #	Description	Unit Price	Amount
1	3205	GameTime - Spinning Sensory Wave Seat *[Accent:__________] [Basic:__________] [Roto Plastic:__________]*	$1,272.00	$1,272.00
1	10847	GameTime - Ada Two-Place Swing F/S, 5" Od *[Basic:__________]*	$2,252.00	$2,252.00
1	10848	GameTime - Ada Two-Place Swing Add-A-Bay, 5" Od *[Basic:__________]*	$1,354.00	$1,354.00
1	81752	GameTime - 5" Zero-G Chair (2-5)-Galv Chain *[Roto Plastic:__________]*	$570.00	$570.00
1	5145	GameTime - Expression Swing 5" X 8' *[Basic:__________]*	$1,463.00	$1,463.00
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)	$291.00	$582.00
1	INSTALL	MISC - Installation of the Above Equipment	$45,330.00	$45,330.00
1	CUSTOM	Superior Recreational Products - 32' x 22' x 15' Rectangular Hip Shade	$9,777.00	$9,777.00
1	ENGINEERING	Superior Recreational Products - Sealed Drawings and Fees	$1,335.00	$1,335.00
1	SURCHARGE	Superior Recreational Products - Materials Surcharge	$1,266.14	$1,266.14
1	INSTALL	MISC - Installation of Shade and Footings	$10,335.00	$10,335.00
1	INSTALL	MISC - Removal and Disposal of Existing Equipment	$22,225.00	$22,225.00
1	INSTALL	MISC - Removal and Disposal of Existing PIP Surfacing	$16,000.00	$16,000.00
1	INSTALL	MISC - Removal, Relocation, and Reinstallation of Existing Swings	$3,090.00	$3,090.00
1	INSTALL	MISC - Excavation, Grading, Dirt Work to Add to Area	$4,445.00	$4,445.00
1	INSTALL	MISC - Provision and Installation of Drainage System	$3,590.00	$3,590.00
1	INSTALL	MISC - Provision and Installation of Drainage Swale	$2,135.00	$2,135.00
1	INSTALL	MISC - Sire Restoration, Top Soil/Sod	$3,705.00	$3,705.00
1	INSTALL	MISC - Provision and Installation of Concrete Sidewalk	$10,980.00	$10,980.00
4800	POURED	GT-Impax - Poured in Place Safety Surfacing (per square foot)- **Pricing includes:** - Provision and installation of 4,800 s.f. of poured in place safety surfacing, 3.5" thick for an 8' critical fall height. - Provision and installation of a 4" thick crushed stone subbase. - Freight, provision of dumpster, and site security.	$21.06	$101,088.00
1	178749	GameTime - Owner's Kit	$66.00	$66.00
Contract: OMNIA #2017001134			**Sub Total**	$406,559.14
			Discount	($51,093.46)
			Material Surcharge	$24,139.17
			Freight	$4,468.78
			Tax	$15,712.19
			Total	**$399,785.82**

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

02/24/2022
Quote #
159052-01-01

Murphy Park Inclusive Playground

GAMETIME - TERMS & CONDITIONS:

- **PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

RESOLUTION NO. ________

A RESOLUTION AMENDING THE 2022 BUDGET OF THE SPRINGDALE POLICE DEPARTMENT AND APPROVING THE RECLASSIFICATION OF 911 EMERGENCY DISPATCH PERSONNEL.

WHEREAS, the City Council of the City of Springdale, Arkansas, recognizes the importance of 911 Emergency Dispatch personnel, and it is therefore imperative that compensation for these positions be such as will attract and retain qualified individuals in these positions;

WHEREAS, the Springdale Police Department has recently experienced high turnover in 911 Emergency Dispatch personnel, including losing at least four (4) such personnel to other agencies in 2022 alone;

WHEREAS, the City of Springdale consulted with a professional management consultant to determine appropriate job classifications for 911 Emergency Dispatch personnel, in order to attract and retain qualified individuals for these positions;

WHEREAS, it has been determined that the appropriate job classifications for 911 Emergency Dispatch personnel need to be changed by more than one (1) grade, which requires approval by the Finance/Personnel Committee of the City of Springdale, pursuant to Section 4.17 of the City of Springdale Personnel and Procedures Manual; and

WHEREAS, the Police Department wishes to implement the reclassification of 911 Emergency Dispatch personnel immediately, and therefore is requesting an amendment to the 2022 Springdale Police Department budget in an amount necessary to fund the reclassification of these employees, said amount not to exceed amount $77,476.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reclassification of 911 Emergency Dispatch personnel at the Springdale Police Department as determined by the Johanson management consultant group is hereby approved, and the 2022 budget of the Springdale Police Department is hereby amended in an amount not to exceed $77,476.00 to allow the immediate implementation of the reclassification of these positions.

PASSED AND APPROVED this ______ day of ____________________, 2022.

____
Doug Sprouse, MAYOR

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED:

____
Ernest B. Cate, CITY ATTORNEY

CITY OF SPRINGDALE
POLICE DEPARTMENT
PROPOSED BUDGETED SALARIES & BENEFITS
FY 2022

				2022 - CURRENT GRADES						2022 - NEW GRADES										
LAST NAME	FIRST NAME	POSITION	HIRE DATE	GRD	STEP	ANNUAL SALARY	ADDL PAY	ANNUAL BENEFITS	TOTAL SALARY & BENEFITS	GRD	STEP	ANNUAL SALARY	% INCREASE BASE SALARY	$ INCREASE BASE SALARY	ADDL PAY	HOURLY RATE	ANNUAL BENEFITS	TOTAL SALARY & BENEFITS	TOTAL ANNUAL INCREASE	ADDITIONAL COST IF IMPLEMENTED 6/5/2022
DISPATCH																				
HUDSON	TERESA	DISPATCH MANAGER	01/17/00	25	11	68,351	-	14,950	83,301	25	11	68,351	0.00%	-	-	32.8611	14,950	83,301	-	-
		1																		
WOODARD	TRICIA	ASST DISPATCH MGR/TRAINING COORD	02/01/97	23	12	63,942	-	20,997	84,939	23	12	63,942	0.00%	-	-	30.7413	20,997	84,939	-	-
		1																		
DEASON	MONICA	SENIOR DISPATCHER	03/25/12	20	07	50,105	-	15,163	65,268	**22**	**08**	55,804	11.37%	5,699	-	26.8288	16,408	72,212	6,943	3,739
ELLIOTT	STACY	SENIOR DISPATCHER	05/18/08	20	08	51,424	-	14,327	65,751	**22**	**09**	57,235	11.30%	5,811	-	27.5168	15,469	72,704	6,953	3,744
EVANS	GINGER	SENIOR DISPATCHER	05/08/16	20	04	46,150	-	9,095	55,245	**22**	**05**	51,511	11.62%	5,361	-	24.7649	10,148	61,659	6,414	3,454
SIMS	MAKAYLA	SENIOR DISPATCHER	11/10/13	20	05	47,468	-	14,531	61,999	**22**	**06**	52,942	11.53%	5,474	-	25.4529	15,726	68,668	6,669	3,591
		4																		
MCDANIEL	CLAYTON	DISPATCHER - LEAD	07/18/10	18	09	48,250	-	9,507	57,757	**21**	**08**	53,614	11.12%	5,364	-	25.7760	10,561	64,175	6,418	3,456
NEVAREZ	JASMINE	DISPATCHER - LEAD	11/12/18	18	03	41,012	-	12,253	53,265	**21**	**02**	45,366	10.62%	4,354	-	21.8106	13,109	58,475	5,209	2,805
SCOTT	MADISON	DISPATCHER - LEAD	09/23/19	18	03	41,012	-	8,086	49,098	**21**	**02**	45,366	10.62%	4,354	-	21.8106	8,941	54,307	5,209	2,805
OPEN		DISPATCHER - LEAD		18	02	39,806		8,102	47,908	**21**	**01**	43,991	10.51%	4,185	-	21.1495	8,924	52,915	5,007	2,696
		4																		
DE LA TORRE	MIRIAM	DISPATCHER - QUAL CONTROL	07/29/19	18	03	41,012	1,200	9,979	52,191	**21**	**02**	45,366	10.62%	4,354	1,200	22.3875	10,578	57,144	4,953	2,667
VANCLEAVE	KELLIE	DISPATCHER - QUAL CONTROL	05/04/14	18	07	45,837	-	13,173	59,010	**21**	**06**	50,864	10.97%	5,027	-	24.4538	14,161	65,025	6,015	3,239
OPEN		DISPATCHER - QUAL CONTROL		18	03	41,012	1,200	12,510	54,722	**21**	**02**	45,366	10.62%	4,354	1,200	22.3875	13,365	59,931	5,209	2,805
		3																		
OPEN		TERMINAL AGENCY COORD.	09/23/19	16	03	37,194	-	11,532	48,726	16	03	37,194	0.00%	-	-	17.8817	11,532	48,726	-	-
		1																		
ARTEAGA	MYKAYLA	DISPATCHER	07/29/19	16	04	38,288	-	11,747	50,035	**18**	04	42,219	10.27%	3,931	-	20.2976	12,519	54,738	4,703	2,533
BURGESS	BRANDI	DISPATCHER	01/11/22	16	02	36,100	-	11,377	47,477	**18**	02	39,806	10.27%	3,706	-	19.1375	12,105	51,911	4,434	2,388
FIGUEROA	KAILEY	DISPATCHER	01/11/21	16	02	36,100	-	11,317	47,417	**18**	02	39,806	10.27%	3,706	-	19.1375	12,045	51,851	4,434	2,388
MORRIS	KATE	DISPATCHER	04/26/09	16	15	50,321	-	18,492	68,813	**18**	15	55,487	10.27%	5,166	-	26.6764	19,620	75,107	6,294	3,389
NASHION	MICHELLE	DISPATCHER	10/26/20	16	02	36,100	-	7,121	43,221	**18**	02	39,806	10.27%	3,706	-	19.1375	7,849	47,655	4,434	2,388
CONE	ELECTA	DISPATCHER	04/18/22	16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
KLUDT	ALYSHIA	DISPATCHER	04/18/22	16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
LOPEZ	ISMAEL	DISPATCHER	04/18/22	16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006		6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006		6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006	1,200	4,978	41,184	**18**	01	38,600	10.27%	3,594	1,200	19.1346	5,473	45,273	4,088	2,201
OPEN		DISPATCHER		16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006	-	6,877	41,883	**18**	01	38,600	10.27%	3,594	-	18.5577	7,583	46,183	4,300	2,315
OPEN		DISPATCHER		16	01	35,006	-	6,650	41,656	**18**	01	38,600	10.27%	3,594	-	18.5577	7,332	45,932	4,277	2,303
OPEN		DISPATCHER		16	01	35,006	-	6,650	41,656	**18**	01	38,600	10.27%	3,594	-	18.5577	7,332	45,932	4,277	2,303
CALDERON *	JULISSA	DISPATCHER - PART-TIME	08/31/20	90	01	29,312	900	6,516	36,729	90	01	32,323	10.27%	3,011	900	**20.7200**	6,750	39,973	3,244	1,747
BOWLIN	HEATHER	DISPATCHER - PART-TIME	03/01/22	90	01	35,443	-	14,424	49,868	90	01	35,443	0.00%	-	-	22.7200	14,424	49,868	-	-
		18																		
TOTAL DISPATCH		**32**				1,344,312	4,500	335,373	1,684,184			1,465,002			4,500		358,567	1,828,069	143,885	77,476

*** Current hourly rate is $18.79**

Historically, employees given a two grade increase have the step reduced by one. I did not do that for the regular dispatchers. Also, the Dispatch Leads were given a step increase as well as a grade increase. I tried to keep the percent increase close between all staff.

ORDINANCE NO. ________

AN ORDINANCE CONFIRMING A SECOND AMENDMENT TO AN INTER-MUNICIPAL SEWER AGREEMENT BETWEEN THE CITY OF SPRINGDALE, ARKANSAS, AND THE CITY OF LOWELL, ARKANSAS; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ark. Code Ann. §14-235-212, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide municipal sewer services to residents of that political subdivision;

WHEREAS, on October 11, 2005, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 3769, authorizing and confirming an inter-municipal sewer agreement with the City of Lowell, Arkansas, to provide sanitary sewer service within the City of Lowell;

WHEREAS, on August 27, 2013, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4730, which confirmed an amendment to the inter-municipal sewer agreement with the City of Lowell, Arkansas; and

WHEREAS, the parties desire to amend the terms and conditions of the inter-municipal sewer agreement with the City of Lowell, Arkansas.

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

Section 1. The Second Amendment to Inter-Municipal Sewer Agreement attached hereto and incorporated herein as set out word for word is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment for and on behalf of the City of Springdale, Arkansas.

Section 2. **<u>Emergency Clause</u>.** 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 May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

SECOND AMENDMENT TO
INTER-MUNICIPAL SEWER AGREEMENT

THIS AMENDMENT is made this _______ day of _______________, 2022, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, ("Springdale"), and the City of Lowell, Arkansas, a municipal corporation, ("Lowell").

WITNESSETH:

WHEREAS, Springdale operates a public sewerage system consisting of gravity lines, sewage lift stations and force mains located within the corporate limits of Lowell; and

WHEREAS, Springdale owns and operates a wastewater treatment facility which has sufficient capacity to treat current and foreseeable wastewater flows generated in the future within the existing corporate limits of Lowell; and

WHEREAS, the parties have previously entered into an agreement dated October 11, 2005 ("Agreement"), to provide a public sewerage system to serve that portion of Lowell's city limits being provided water service by Springdale; and

WHEREAS, the parties previously amended the Agreement by written agreement executed by the parties on August 21, 2013; and

WHEREAS, the parties desire to again amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Springdale and Lowell hereto mutually agree as follows:

1. The Agreement is amended by inserting the following two new paragraphs:

> 29. PURCHASE OF CAPACITY. The Puppy Creek Interceptor, which a gravity sewer line serving Lowell and a portion of Springdale, has an estimated capacity of 5238 gpm (gallons per minute). Of that, Lowell has been allocated 1262 gpm.. Springdale anticipates the need to reserve 1300 gpm capacity in the Puppy Creek Interceptor for Springdale's use. Thus, there is 2676 gpm capacity available to be sold to Lowell, of which Lowell wishes to purchase 1987 gpm of the capacity of the Puppy Creek Interceptor. Based upon the cost of construction of the Puppy Creek Interceptor, Lowell agrees to pay Springdale One Million Nine Hundred Eighty One Thousand Three Hundred Nine and 85/100 Dollars ($1,981,309.85) for that additional capacity. In order to utilize the full capacity of the Puppy Creek Interceptor, upgrades are necessary to the Benton Farm Lift Station. The parties have reviewed estimates of the cost of those

improvements to the Lift Station. Due to inflation, the parties agree not to rely on estimates to allocate the cost to Lowell of its proportional share of the needed improvements to the Benton Farm Lift Station. The improvements, as currently planned, will increase capacity at the Benton Farm Lift Station by 5030 gpm. The following formulae will be used to allocate Lowell's share of the cost of those improvements:

> [the actual cost of the improvements to the Benton Farm Lift Station] *divided by* [the additional capacity added to the Benton Farm Lift Station (measured in gallons per minute)] *equals* [the cost per gpm]. That quotient shall then be multiplied times1987 gpm, the amount of the additional capacity in the Puppy Creek Interceptor sought by Lowell.

30. PAYMENT FOR ADDITIONAL CAPACITY. Lowell agrees to pay Springdale One Million Nine Hundred Eighty One Thousand Three Hundred Nine and 85/100 Dollars ($1,981,309.85) upon execution of this Amendment. Springdale shall then proceed with the design, bidding and construction of the improvements needed for the Benton Farm Lift Station. Springdale shall keep Lowell apprized of the various steps towards completion of those improvements. As Springdale receives requests for progress payments from the contractor, those requests shall be forwarded to Lowell. Within thirty (30) days from receipt of each request, Lowell shall pay its proportionate share thereof. Upon Springdale's acceptance of the improvements after construction, the parties shall reconcile all payments made against the amount due from Lowell as provided in the previous paragraph to determine the final amount due from Lowell. Final payment shall be due within thirty (30) days of written notice of the amount due.

2. Except as amended and modified hereby, all of the terms, provisions, covenants and conditions of the Agreement shall remain the same and unchanged, and in full force and effect. In the event there is a conflict between the Agreement, as previously amended, and this Second Amendment, the Second Amendment will control. This Second Amendment shall be incorporated into the Agreement and attached thereto and the Agreement, the first Amendment and this Second Amendment together shall constitute the agreement of the parties regarding the Agreement.

IN WITNESS WHEREOF, Springdale and Lowell have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

SPRINGDALE WATER AND SEWER COMMISSION

____

Chris Weiser, Chairman

ATTEST:

____
Al Hanby, Vice Chair

CITY OF SPRINGDALE, ARKANSAS

____
Doug Sprouse, Mayor

ATTEST:

By_____________________________
Denise Pearce, City Clerk

CITY OF LOWELL, ARKANSAS

____
Chris Moore, Mayor

ATTEST:

By______________________________
Elizabeth Estes, City Clerk

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF FAYETTEVILLE CONCERNING THE WATER TERRITORY BOUNDARY BETWEEN THE TWO CITIES.

WHEREAS, the City of Springdale and the City of Fayetteville entered into a Memorandum of Understanding in 1967 with the Beaver Water District;

WHEREAS, an adjustment of territorial boundaries created by said Memorandum of Understanding is necessary from time to time so that each city can efficiently extend water service into areas where such service is currently not being provided;

WHEREAS, the Memorandum of Understanding contains provisions whereby the water service boundary between two member cities may be amended upon mutual consent of the affected cities;

WHEREAS, the water territory boundary between the City of Springdale and the City of Fayetteville was previously amended on October 24, 2006, by Resolution No. 201-06; and

WHEREAS, the City of Springdale desires to cooperate with the City of Fayetteville to amend the current territorial boundary between the two cities by entering into an Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof as though set out herein word for word.

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 enter into an agreement with the City of Fayetteville to adjust the territorial boundaries created by the 1967 Memorandum of Understanding, and amended by Resolution No. 201-06.

PASSED AND APPROVED this ______ day of ____________________, 2022.

____
Doug Sprouse, MAYOR

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED:

____
Ernest B. Cate, CITY ATTORNEY

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

November 12, 2021

Springdale Water and Sewer Commission
Heath Ward, Executive Director
526 Oak Ave
Springdale, AR 72764

Also via Email to:

Springdale Water and Sewer Commission
Rick Pulverenti
rpulverenti@springdalewater.com

Crouch, Harwell, Fryar & Ferner, PLLC
Charlie Harwell
charwell@nwa.law

City of Springdale
Ernest Cate
ecate@springdalear.gov

Fayetteville Water and Sewer Services
Corey Granderson
cgranderson@fayetteville-ar.gov

RE: Amendment to Water and Sewer Service Boundary Agreement Between Fayetteville and Springdale, Arkansas

Dear Mr. Ward:

My name is Will Kellstrom and I have been hired to obtain an amendment of the Water and Sewer Boundary between Fayetteville and Springdale. Specifically, I am requesting that four parcels which are currently within Fayetteville City Limits, but Springdale Water and Sewer Boundary be taken out of the Springdale service area and placed inside the Fayetteville service area.

There are two areas of land which we are proposing be moved. One is comprised of Washington County Parcel Nos. 765-13212-800, 765-24093-000, both owned by John and Leslie Nooncaster and Parcel No. 765-24091-000, owned by Nooncaster Vineyards, Inc. (hereinafter "the

Nooncaster Parcels"). The other is comprised of only Parcel No. 765-13208-001, owned by Cadence Ridge, LLC (hereinafter the "Cadence Parcel"). GIS Screenshots of both the Cadence and Nooncaster Parcels showing boundary lines and Fayetteville utility lines have been enclosed with this letter.

The purpose of requesting that the service boundary be changed is to allow the owners/developers of the parcels to connect to Fayetteville Water and Sewer services because there is not adequate connectivity to Springdale utilities to allow the subject properties to be fully developed. A GIS Screenshot showing the service boundary and nearby Springdale utility lines has been enclosed with this letter as well.

As for the Nooncaster Parcels, there is currently a Springdale six-inch (6") water line along Albright Road, but there are no Springdale sewer lines to which the landowner could connect. Indeed, all of the homes in this area of Springdale are on septic. As shown on the GIS screenshot of the Nooncaster parcel, there are Fayetteville eight-inch (8") sewer lines and six-inch (6") water lines along Greystone Dr. and Blue Stone Dr. which could be connected to if the Nooncaster Parcel was in the Fayetteville service boundary. As for the Cadence Parcel, there is neither Springdale water or sewer to connect to. As shown on the screenshot of the Cadence Parcel, there are Fayetteville six-inch (6") water and eight-inch (8") sewer lines to the South to connect to in the cul-de-sac where N. Castlewood Ln. terminates. It is noteworthy to mention that the service boundary actually bissects the Cadence Parcel.

I have previously reached out to Rick Pulverenti, Ernest Cate, Charlie Harwell and Corey Granderson of Fayetteville Water and Sewer Services regarding this request, and they have each been copied on this letter. Please let me know what I need to submit in order to accomplish this request.

Thank you for reviewing this request. If you have any questions, feel free to contact me at wkellstrom@watkinslawoffice.com or at 479-636-2168.

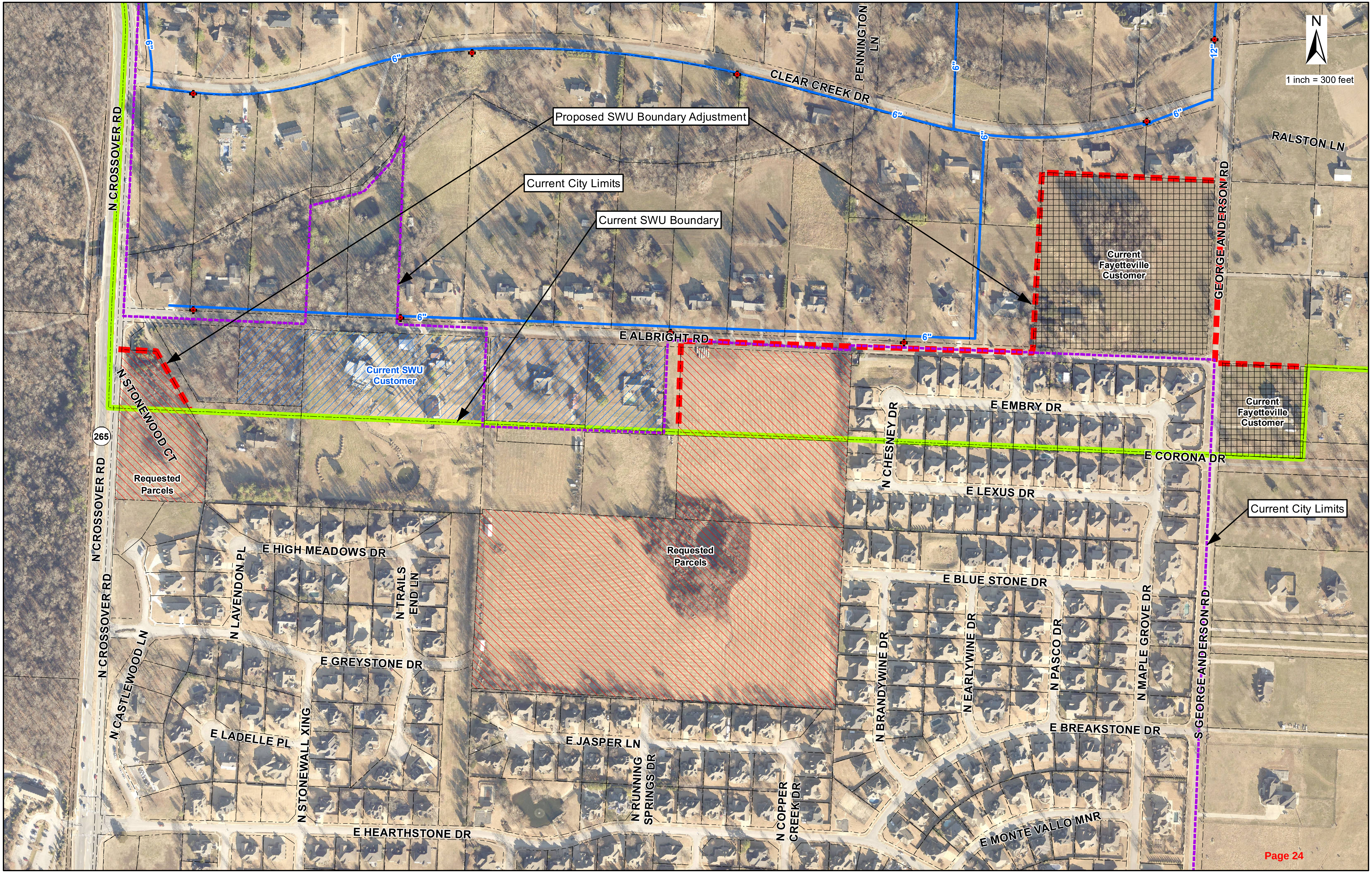
Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ *Will A. Kellstrom*

Will A. Kellstrom

WK:
pc:



N
1 inch = 300 feet
Proposed SWU Boundary Adjustment
Current City Limits
Current SWU Boundary
Current SWU Customer
Current Fayetteville Customer
Current Fayetteville Customer
Requested Parcels
Requested Parcels
Current City Limits
CLEAR CREEK DR
PENNINGTON LN
RALSTON LN
N CROSSOVER RD
GEORGE ANDERSON RD
E ALBRIGHT RD
N STONEWOOD CT
E EMBRY DR
E CORONA DR
N CHESNEY DR
E LEXUS DR
E HIGH MEADOWS DR
N LAVENDON PL
N TRAILS END LN
E BLUE STONE DR
N CASTLEWOOD LN
E GREYSTONE DR
N BRANDYWINE DR
N EARLYWINE DR
N PASCO DR
N MAPLE GROVE DR
S GEORGE ANDERSON RD
E BREAKSTONE DR
E LADELLE PL
N STONEWALL XING
E JASPER LN
N RUNNING SPRINGS DR
N COPPER CREEK DR
E HEARTHSTONE DR
E MONTE VALLO MNR
265
6"
12"

EXHIBIT I

ADJUSTMENTS TO THE WATER SERVICE BOUNDARIES
BETWEEN THE CITIES OF FAYETTEVILLE & SPRINGDALE

THERE EXISTS A CERTAIN MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITIES OF BENTONVILLE, FAYETTEVILLE, ROGERS, SPRINGDALE AND THE BEAVER WATER DISTRICT, WITH THE LAST SIGNATURE BEING AFFIXED THEREON BY SPRINGDALE ON JUNE 22, 1967. THAT MEMORANDUM SETS FORTH AND ESTABLISHES THE EXCLUSIVE WATER SERVICE AREAS OF THE RESPECTIVE CITIES, AS PARTIES TO THE AGREEMENT. PURSUANT TO PARAGRAPH 20 OF THE MEMORANDUM, CHANGES IN THE BOUNDARIES CAN ONLY OCCUR BY MUTUAL AGREEMENT BY THE AFFECTED CITIES.

CONSISTENT WITH THE ORIGINAL MEMORANDUM OF UNDERSTANDING AND PARAGRAPH 20 THEREOF, THE PARTIES AGREE THAT THIS MAP REPRESENTS THE BOUNDARY LINE BETWEEN THEIR RESPECTIVE WATER SERVICE AREAS AS OF ITS EFFECTIVE DATE. THE CITIES' AGREEMENT TO THIS BOUNDARY LINE IS EVIDENCE BY THE SIGNATURES OF THE RESPECTIVE MAYORS AND CLERKS AFTER HAVING BEEN DULY AUTHORIZED TO DO SO BY VOTES OF THEIR RESPECTIVE CITY COUNCILS. THE EFFECTIVE DATE HEREOF SHALL BE THE DATE THE LAST SIGNATURE IS AFFIXED ON THE AGREEMENT A COPY OF WHICH IS PROVIDED FOR REFERENCE ON THIS EXHIBIT..

CITY OF FAYETTEVILLE

BY ______________________
MAYOR DATE

ATTEST:

BY ______________________
CITY CLERK DATE

CITY OF SPRINGDALE

BY ______________________
MAYOR DATE

ATTEST:

BY ______________________
CITY CLERK DATE

CURRENT SPRINGDALE/FAYETTEVILLE SERVICE BOUNDARY
BASED ON MODIFICATIONS SHOWN ON THIS DRAWING.

BEGINNING AT THE CONFLUENCE OF CLEAR CREEK AND THE ILLINOIS RIVER LOCATED IN SECTION 36, TOWNSHIP 17 NORTH, RANGE 32 WEST; THENCE, IN AN EASTERNLY DIRECTION ALONG THE CENTER OF CLEAR CREEK THROUGH SECTIONS 31, 32, AND 33, TOWNSHIP 17 NORTH, RANGE 31 WEST; THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE CENTER OF CLEAR CREEK THROUGH SECTIONS 34, 27, 26, 25, AND 24, TOWNSHIP 17 NORTH, RANGE 31 WEST; THENCE, IN AN EASTERNLY DIRECTION ALONG THE CENTER OF CLEAR CREEK THROUGH SECTIONS 19 AND 20, TOWNSHIP 17 NORTH, RANGE 30 WEST TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 112 AND THE CENTER OF CLEAR CREEK; THENCE LEAVING SAID CREEK, SOUTH 03°56'06" WEST ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 126.79 FEET; THENCE SOUTH 14°13'49" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 50.71 FEET; THENCE SOUTH 03°51'56" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 299.90 FEET; THENCE SOUTH 07°18'11" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 400.76 FEET TO A STEEL FENCE CORNER POST; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 85°55'47" WEST A DISTANCE OF 21.93 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 20; THENCE SOUTH 02°10'41" WEST ALONG SAID WEST LINE, A DISTANCE OF 53.84 FEET TO THE NORTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 20; THENCE SOUTH 02°36'48" WEST ALONG THE WEST LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 20, A DISTANCE OF 375.55 FEET; THENCE SOUTH 02° 36' 47" WEST A DISTANCE OF 190.78 FEET; THENCE SOUTH 02° 41' 59" EAST A DISTANCE OF 94.74 FEET; THENCE SOUTH 11° 54' 55" EAST A DISTANCE OF 86.8 FEET, THENCE SOUTH 21° 14' 42" EAST A DISTANCE OF 100.63 FEET, THENCE SOUTH 24° 14' 12" EAST A DISTANCE OF 32.53 FEET, THENCE SOUTH 32° 11' 00" EAST A DISTANCE OF 96.8; THENCE SOUTH 37° 36' 00" EAST A DISTANCE OF 58.9 FEET; THENCE SOUTH 40° 19' 00" EAST A DISTANCE OF 63.3 FEET; THENCE NORTH 53° 54' 00" EAST A DISTANCE OF 294.00 FEET TO A POINT IN THE CENTER OF SPRING BRANCH; THENCE LEAVING SAID SPRING BRANCH SOUTH 87°31'43" EAST A DISTANCE OF 988.72 FEET TO A 1/2 INCH IRON PIN; THENCE SOUTH 03°05'25" WEST A DISTANCE OF 440.00 FEET TO A 1/2 INCH IRON PIN, SAID POINT BEING ON THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 20; THENCE SOUTH 87°47'52" EAST ALONG SAID WEST LINE, A DISTANCE OF 1176.81 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 21; THENCE SOUTH 87°15'16" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1317.79 FEET TO A FOUND IRON PIN MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 02°28'48" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1321.02 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 30 WEST; THENCE SOUTH 02°25'06" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1303.98 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 87°14'06" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1311.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 02°18'33" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 567.58 FEET; THENCE NORTH 31° 27' 56" EAST A DISTANCE OF 64.01 FEET; THENCE NORTH 31° 46' 39" EAST A DISTANCE OF 11.03 FEET; THENCE NORTH 25° 57' 49" EAST A DISTANCE OF 66.90 FEET; THENCE NORTH 20° 17' 56" EAST A DISTANCE OF 70.39 FEET; THENCE NORTH 20° 02' 43" EAST A DISTANCE OF 76.94 FEET; THENCE NORTH 19° 29' 00" EAST A DISTANCE OF 68.94 FEET; THENCE NORTH 22° 24' 41" EAST A DISTANCE OF 71.65 FEET; THENCE NORTH 25° 08' 40" EAST A DISTANCE OF 17.26 FEET; THENCE NORTH 30° 26' 06" EAST A DISTANCE OF 69.71 FEET; THENCE NORTH 37° 07' 37" EAST A DISTANCE OF 15.88 FEET; THENCE NORTH 44° 02' 51" EAST A DISTANCE OF 103.60 FEET; THENCE NORTH 44° 54' 16" EAST A DISTANCE OF 77.98 FEET; THENCE NORTH 31° 58' 38" EAST A DISTANCE OF 90.16 FEET; THENCE NORTH 16° 52' 37" EAST A DISTANCE OF 26.77 FEET; THENCE NORTH 88° 05' 39" WEST A DISTANCE OF 200.33 FEET; THENCE NORTH 03° 04' 39" EAST A DISTANCE OF 263.98 FEET; THENCE NORTH 88° 05' 39" WEST A DISTANCE OF 175.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE NORTH 03°04'39" EAST ALONG THE SAID EAST LINE A DISTANCE OF 485.96 FEET; THENCE SOUTH 86° 55' 21" EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 48° 04' 39" EAST A DISTANCE OF 70.71 FEET; THENCE NORTH 03° 04' 39" EAST A DISTANCE OF 390.30 FEET; THENCE NORTH 61° 50' 13" WEST A DISTANCE OF 193.23 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE NORTH 03°04'39" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 50.97 FEET TO A FOUND IRON PIN MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, THENCE NORTH 03°04'39" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1325.18 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 87°25'30" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 390.01 FEET TO A 1/2 INCH IRON PIN; THENCE SOUTH 87° 50' 56" EAST A DISTANCE OF 332.10 FEET; THENCE NORTH 11° 15' 56" WEST A DISTANCE OF 973.70 FEET; THENCE NORTH 07° 59' 56" WEST A DISTANCE OF 100.02 FEET TO THE CENTER OF THE CHANNEL OF CLEAR CREEK; THENCE, IN A EASTERNLY DIRECTION ALONG THE CENTER LINE OF CLEAR CREEK THROUGH SECTIONS 21, 22, AND 23, TOWNSHIP 17 NORTH, RANGE 30 WEST TO THE INTERSECTION OF CENTER LINE OF ARKANSAS STATE HIGHWAY 71 BUSINESS AND CLEAR CREEK; THENCE, FOLLOWING THE CORPORATE BOUNDARY LINE FOR THE CITY OF SPRINGDALE AND THE CITY OF FAYETTEVILLE IN A NORTHEASTERLY DIRECTION TO CENTER LINE OF ARKANSAS STATE HIGHWAY 265;

THENCE, SOUTH ALONG THE CENTERLINE OF ARKANSAS STATE HIGHWAY 265 TO A POINT 110 FEET SOUTH OF THE CENTERLINE INTERSECTION OF ARKANSAS STATE HIGHWAY 265 AND ALBRIGHT ROAD; THENCE, EAST APPROXIMATELY 40 FEET TO THE EAST LINE OF THE RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 265; THENCE, NORTH 89° 33' 58" EAST A DISTANCE OF 122.33 FEET; THENCE, SOUTH 32° 50' 2" EAST A DISTANCE OF APPROXIMATELY 270 FEET TO A POINT APPROXIMATELY 330 FEET SOUTH OF THE CENTERLINE OF ALBRIGHT ROAD; THENCE, EAST ALONG A LINE 330 FEET SOUTH AND PARALLEL WITH ALBRIGHT ROAD TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE, NORTH A DISTANCE OF 330 FEET TO THE CENTERLINE OF EAST ALBRIGHT ROAD; THENCE, EAST ALONG THE CENTERLINE OF EAST ALBRIGHT ROAD TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE, FOLLOWING THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE NORTHWEST CORNER OF THE 10 ACRE TRACT; THENCE, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE CENTERLINE OF GEORGE ANDERSON ROAD; THENCE, SOUTH TO THE CENTERLINE INTERSECTION OF GEORGE ANDERSON ROAD AND EAST ALBRIGHT ROAD; THENCE, EAST TO A POINT BEING 330 FEET EAST OF THE CENTERLINE OF GEORGE ANDERSON ROAD;

THENCE, EAST ALONG A LINE 1,320 FEET NORTH OF THE SOUTH LINE OF SECTIONS 17, TOWNSHIP 17 NORTH, RANGE 29 WEST (SAID SOUTH LINE AS REFERENCED IN EXHIBIT 2 OF THE MASTER AGREEMENT AS 1,320 FEET NORTH OF THE CENTERLINE OF TOWNSHIP 17 NORTH) TO THE NW CORNER OF THE EAST HALF OF THE SW 1/4 OF THE SE 1/4 OF SECTION 17 OF TOWNSHIP 17 NORTH, RANGE 29 WEST, THENCE SOUTH ALONG THE WEST LINE OF SAID 20 ACRE TRACT TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 20 OF TOWNSHIP 17 NORTH, RANGE 29 WEST, THENCE WEST TO THE CENTER LINE OF BUTTERFIELD COACH ROAD; THENCE SOUTH ALONG SAID CENTER LINE TO A POINT AT THE INTERSECTION OF BUTTERFIELD COACH ROAD AND EAST GUY TERRY ROAD; THENCE EAST ALONG THE CENTER LINE OF EAST GUY TERRY ROAD TO THE SE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 20 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE NORTH TO THE NE CORNER OF SAID 40 ACRE TRACT; THENCE EAST ALONG THE NORTH LINES OF SECTIONS 20 AND 21 OF TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE NE CORNER OF THE NW 1/4 OF SAID SECTION 21; THENCE NORTH TO THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 16 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE, EAST ALONG A LINE 1,320 FEET NORTH OF THE SOUTH LINE OF SECTIONS 16, AND 15, TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE CENTER OF THE WHITE RIVER; THENCE, FOLLOWING THE CENTER OF THE WHITE RIVER THROUGH SECTIONS 15, 14, AND 13, TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE GENERALLY EAST AND NORTH ALONG THE CENTER OF THE WHITE RIVER THROUGH SECTIONS 18 AND 7, TOWNSHIP 17 NORTH, RANGE 28 WEST TO THE CONFLUENCE OF THE WHITE RIVER AND BRUSH CREEK; THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE CENTER OF BRUSH CREEK THROUGH SECTIONS 7, 8, 17, AND 16, TOWNSHIP 17 NORTH, RANGE 28 WEST TO A POINT ON THE EAST LINE OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 28 WEST; THENCE, SOUTH ALONG THE EAST LINE OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 28 WEST TO A POINT 1,320 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 16, TOWNSHIP 17 NORTH, RANGE 28 WEST; THENCE, EAST ALONG A LINE 1,320 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SECTIONS 15 AND 14, TOWNSHIP 17 NORTH, RANGE 28 WEST THROUGH SECTIONS 15 AND 14, TOWNSHIP 17 NORTH, RANGE 28 WEST (SAID SOUTH LINE AS REFERENCED IN EXHIBIT 2 OF THE MASTER AGREEMENT AS 1,320 FEET NORTH OF THE CENTER LINE OF TOWNSHIP 17 NORTH) TO THE WASHINGTON/MADISON COUNTY LINE.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____________, 2022, by and between the City of Fayetteville, Arkansas, hereinafter referred to as "Fayetteville," and the City of Springdale, Arkansas, hereinafter referred to as "Springdale."

WITNESSETH:

WHEREAS, the parties each operate a water distribution system within exclusive territories as delineated in a certain Memorandum of Understanding, executed in 1967 by and between the Beaver Water District and its respective member cities, hereinafter referred to as the "1967 Memorandum of Understanding;" and

WHEREAS, the cities of Fayetteville and Springdale recognize that an adjustment of the territorial boundaries created by the 1967 Memorandum of Understanding may be necessary from time to time so that each city can efficiently extend water service into areas where such service is currently not being provided; and

WHEREAS, Paragraph Number 20 of the 1967 Memorandum of Understanding contains provisions whereby the water service boundary between two member cities may be amended upon mutual consent of the affected cities; and

WHEREAS, the cities of Fayetteville and Springdale have a mutual desire to amend the current territorial boundary between the two cities; and

WHEREAS, the cities of Fayetteville and Springdale desire to cooperate and thereby advance and protect the interest of each by entering into this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and adequacy and receipt of which is acknowledged, it is mutually understood and agreed by and between the parties hereto as follows:

SECTION 1 - DESIGNATION OF TERRITORY

Fayetteville and Springdale hereby agree that the water territory boundary between the two cities shall be amended to reflect a new boundary as depicted in Exhibit 1, attached hereto and incorporated in this agreement by reference and deemed to be a part hereof. The parties acknowledge that this is a modification to the territorial boundaries delineated in the 1967 Memorandum of Understanding, as well as subsequent amendments thereto. This boundary adjustment is deemed appropriate and necessary in view of the location of respective facilities owned by each party and the need to efficiently extend water service into areas where municipal water service is currently not being provided.

SECTION 2 - REAFFIRMATION OF EARLIER AGREEMENTS

Except as modified herby, the parties otherwise reaffirm and ratify earlier agreements of the parties.

SECTION 3 - CONDITION OF AGREEMENT

This agreement is conditioned upon and subject to the necessary actions by the respective City Councils of the parties approving this agreement.

SECTION 4 - PLEDGE OF CONTINUED COOPERATION

Both parties renew and affirm their mutual pledge to cooperate in this and any future beneficial water service boundary adjustments in their collective effort to most efficiently and fairly serve Washington County customers.

SECTION 5 - EFFECTIVE DATE

The effective date of this agreement shall be the date in which its approval is voted by the last City Council and the other having already done so.

SECTION 6 - EXECUTION OF COUNTERPART

This agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. The parties further agree that, to avoid any misunderstanding, only those copies of Exhibit 1 which bear the signature of both of the respective mayors of Fayetteville and Springdale, may be relied upon.

SECTION 7 - BINDING EFFECT

This agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

SECTION 8 - ENTIRE AGREEMENT

This agreement, including the Exhibit hereto, constitutes the entire agreement between the parties. Except as referenced in Section 2, there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this agreement may not be amended or modified in any respect except by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto the date and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By________________________
Lioneld Jordan, Mayor

Attest:

____
Denise Pearce, City Clerk

CITY OF SPRINGDALE, ARKANSAS

By ________________________
Doug Sprouse, Mayor

Attest:

____
Kara Paxton, City Clerk

MINUTES OF
SPRINGDALE WATER AND SEWER COMMISSION MEETING
December 15, 2021

1. Call to Order – Chair Chris Weiser

Chair Chris Weiser called the meeting to order at 10:00 a.m. on Wednesday, December 15, 2021, in the commission chambers of the Walter Turnbow Administration Building, Springdale Water Utilities, 526 Oak Avenue, Springdale, Arkansas.

2. Roll call – Leanna Hollingsworth

Roll call was answered by: Chair Chris Weiser, Vice-Chair Al Hanby (via Zoom), Secretary Paul Lawrence, Commissioner Lynn Carver (via Zoom), and Commissioner J. Max Van Hoose.

Staff members attending: Executive Director Heath Ward, Chief Operating Officer Rick Pulvirenti, Director of Administration and Human Resources Kim Patulak, Distribution Director Shawn Dorman, Technical Services Director Tim Hawkins, Wastewater Facilities Director Jennifer Enos, Director of Finance Chris Clark, Executive Secretary Leanna Hollingsworth, and Financial Analyst Jose Banderas (via Zoom). Also attending: Legal Counsel Charles Harwell; Will Kellstrom with Watkins, Boyer, Gray & Curry, PLLC; Jason Appel with ESI; Jesse Fulcher with Rausch Coleman; Brad Hammond with Olsson; Laurinda Joenks with the *Northwest Arkansas Democrat Gazette*; and Alaina Siebels Guillen with Leadership Springdale.

Chair Weiser stated that the commission will go into executive session at the end of the meeting.

3. Consent Items – Chair Chris Weiser

A motion was made by Vice-Chair Hanby to approve consent items as presented which included: a) Minutes of the November 17, 2021 commission meeting, b) Financial statements and bills paid – November 2021, c) Management report – November 2021, and d) Revision to Policy Bulletin No. 67 – Employee health insurance coverage. The motion was seconded by Secretary Lawrence. Motion carried.

4. Water and sewer service boundary agreement amendment request – Will Kellstrom – Watkins, Boyer, Gray & Curry, PLLC

Will Kellstrom addressed the commission on behalf of his clients regarding a service boundary adjustment for property they own on Albright Road and Crossover Road. His clients are requesting to connect to the city of Fayetteville's water and sewer lines for four parcels that are in the city of Fayetteville but within Springdale's water service boundary. Springdale Water has a 6-inch water line in the area, but no sewer. If the boundary adjustment is approved by the commission and the city of Fayetteville, it will need to be presented to Arkansas Natural Resources Commission (ANRC) to adjust the boundary in accordance with the State Water Plan. Chief Operating Officer Rick Pulvirenti stated there is also property on Embry Drive that is in Springdale's service area, but is served by Fayetteville. He would like to work with the city of Fayetteville to get that area cleaned up as well as two residences near the Blessings Golf Course on Highway 112 that are served by Springdale but in Fayetteville's service area. Chair Weiser stated the commission has a long history working with Fayetteville and Rogers. Chief Operating Officer Pulvirenti stated the boundary adjustment will probably go to city council because of the memorandum of understanding with respect to Beaver Water District. If approved there will be some expenses involved with ANRC for the boundary adjustment, legal counsel fees, staff's time, and other miscellaneous fees. Mr. Kellstrom stated his clients are agreeable to pay the expenses involved. Secretary Lawrence made a motion to move forward with the request. The motion was seconded by Vice-Chair Hanby. Motion was approved.

5. Request authorization to participate in water and sewer main line extensions for the Cottages Subdivision – Rick Pulvirenti

Chief Operating Officer Pulvirenti received a letter from Jason Appel with ESI requesting the commission's participation in water and sewer main line extensions for the Cottages Subdivision owned by Rausch Coleman. The subdivision will be located south of Highway 412 East and west of Eupeil Lane. The master plan recommends that a 12-inch water main and 15-inch sanitary sewer main be installed with the development in lieu of 8-inch mains. Staff has worked with ESI on bids they received for the water and sewer improvements in the subdivision. The commission's estimated cost to upgrade the lines is $200,000. The actual cost will be determined upon construction. Commissioner Van Hoose made a motion to authorize staff to work with ESI for commission participation. Vice-Chair Hanby seconded the motion. Motion passed.

6. Consider bids received for the annual CIPP Project – Rick Pulvirenti

Two bids were received on November 30th for the annual CIPP project. The low bid was submitted by Insituform Technologies, LLC in the amount of $2,082,127.00. SWU's estimate is $2,328,288.41. The contract includes a clause which allows the contract to be extended for another one-year period if all parties are agreeable. Chair Weiser asked if the wastewater treatment facility has seen any results from the CIPP work done thus far. Wastewater Facilities Director Jennifer Enos stated each storm event is different so it's hard to say. Executive Director Ward stated the plant used to see a lot of sharper spikes and is still getting I&I, but it is slowing down. Technical Services Director Tim Hawkins stated there has been a tremendous improvement at the Johnson Lift Station. Chair Weiser stated he is proud of the organization to continue to make improvements in the system. Commissioner Carver made a motion to adopt the resolution which approves the bid and contract with Insituform. The motion was seconded by Secretary Lawrence. Motion accepted. The resolution was number 25-21.

7. Discuss property owner request for participation of water and sewer main line extensions along the Dixieland Road Project – Rick Pulvirenti

The city is planning to extend Dixieland Road from Apple Blossom Avenue to Wagon Wheel Road. The utility tries to get water and sewer lines along new thoroughfares where it makes sense from the standpoint of the utility as a whole. There are only four property owners in the area of the planned improvements. Chief Operating Officer Pulvirenti stated it did not make sense to him for the utility to spend $1 Million to a water line to benefit four property owners. It is not needed for distribution of water in the area because there is an existing 24-inch water line along Wagon Wheel Road as well as a 16-inch water line along Apple Blossom Road, and a 16-inch water line just along to the east that traverses the area. One property owner, McFryar, LLC is trying to get water and sewer to a six-acre tract between Graham Road and Wagon Wheel Road. McFryar is asking for the ability to work with the commission for the work by putting it in the bid of the city to see what it bids. They are willing to pay for the work, but will reserve the right to either do the work or not depending on the prices. Pulvirenti has talked with the city and they are agreeable to that concept to include the work in their bid. Pulvirenti is asking for the commission’s permission to move in that direction to build a water and sewer line to serve the McFryar property at their expense. The utility would like to get sewer across Apple Blossom to the south side at Dixieland during the Dixieland Road project. If it works out for the developer, staff will work with Legal Counsel Charles Harwell to prepare a contract for reimbursement from the property owner. The commission agreed with the request and instructed staff to proceed.

8. Consider annual bids received for chemicals used at the Wastewater Treatment Facility – Jennifer Enos

Wastewater Facilities Director Jennifer Enos stated that bids were opened on December 2nd for chemicals used at the Wastewater Treatment Facility. Twenty-one packets were sent out and eight responded. A bid was received for every chemical used at the wastewater facilities. Polydyne submitted the highest bid per pound for liquid polymer, but the lowest price per ton. Their product requires fewer pounds per ton to thicken the sludge compared to the liquid polymer from Solenis. Even though the bid price from Solenis is lower, the cost per ton to use their polymer is higher with Solenis. Enos is recommending Polydyne as the lowest cost per ton. The low bid from Brenntag Mid-South for liquid chlorine increased 161.7%. They reached out to staff this year and said they would no longer honor the bid price that they provided last December because their prices have gone up so high. They stated the utility could either take the prices they gave the commission or declare force majeure and not provide that product. The wastewater plant has to have chlorine so Brenntag was told whatever price they charge is what will be paid. There is a concern with product availability. Enos received a commitment from Brenntag to review the prices in March and if prices have dropped, they have offered to lower the price. Commissioner Carver made the motion to approve the bids as recommended for each chemical. Commissioner Van Hoose seconded the motion. Before the vote, Commissioner Van Hoose asked a few questions. The motion was then approved. (Copy of bid tabulation attached to minutes)

9. Progress report on construction projects – Rick Pulvirenti

The Clear Creek and Butterfield Coach Lift Station upgrades are currently out for bid. Staff has received Health Department approval for both projects, so staff is moving forward with the upgrades. There are certain contractual obligations for cost sharing for both lift stations. Contracts for the pumps are available to sign today. Staff has been working with the switch gear company to develop a package that the utility can get on time so that modifications can be made. The commission is currently under contract with Hill Electric for the Ball generator and miscellaneous modifications. After talking with Hill Electric, staff discussed the possibility of issuing a change order for Hill Electric to do the electrical work necessary to get the 105 HP pumps on line by the end of summer. There is a possibility staff could do a change order and put an allowance in the change order for the Clear Creek Lift Station so that they basically hire Hill Electric who is already working on the lift station. Brad Hammond with Olsson stated the estimated cost for the first phase is $1,035,000. Olsson has looked at the proposal and with suppliers of the switch gear. Pulvirenti is not ready to do this now because there are a few things to be done. The issue has been discussed with Legal Counsel Harwell, but he needs to look at the contract. A pre-bid conference is scheduled for January 4th to go through the plans with bidders. Pulvirenti asked that the commission give the Executive Director authorization to make the ultimate decision on a $1 Million contract if in the best interest of the commission and approved by the commission and Legal Counsel. Secretary Lawrence made the motion to authorize the Executive Director to sign the change order if approved. Commissioner Van Hoose seconded the motion. Before the vote, Commissioner Carver asked if staff is saying with the time that it would take staff to come to a decision about what direction to move and the time it would take to notify all of the commission to get together for a vote, that much time might cause a drastic change. Pulvirenti stated it would potentially delay the bid opening for at least an additional month which would delay the project. The lift station upgrades must be completed by August due to the contractual obligations. Commissioner Carver stated it makes her uncomfortable to approve something of this magnitude without having information about the details and is the commission setting a precedence. Commissioner Carver stated she would vote for the request based on what was presented. Legal Counsel Harwell stated this issue doesn't set a precedence because the commission maintains the authority ultimately to decide on an ad hoc basis whether it is in the best interest of the commission. The commission votes on these things based on the information presented. If the situation comes up again the commission will have that opportunity again to make a decision. The commission is not giving carte blanche to the Executive Director to make and sign change orders. Due to supply chain issues this may happen again, but the commission can base their decision on it at that time. After the discussion, the motion was then approved.

40th Street Waterline Extension City Bond Project – The project is essentially complete

Gene George 24" Waterline City Bond Project – The project is essentially complete.

64th Street Waterline Extension City Bond Project – Construction on the street improvements continues.

Cooper Drive Waterline Project (SWU) – The project is complete. Staff and Legal Counsel Harwell continue to work with the construction company and a disgruntled property owner regarding a claim on the project.

Ball Generator and Misc. Electrical Modifications (Engineering) – Hill Electric has asked for a small extension to their contract.

Sewer Annual Maintenance CIPP 2019 (SWU) (WO#3) – Insituform is working at Park and Caudle lining the sewers under the new road.

Sludge Drying Facilities – Staff is working with the engineer and manufacturer trying to complete the project. Wastewater Facilities Director Jennifer Enos stated that Huber is at the wastewater facility today wrapping up their portion of the project. The dryer is running 24/7. Liberty is doing a great job keeping up with the sludge hauling. Staff is looking at possibly giving up the leased truck after the first of the year.

Annual Manhole Rehabilitation 2020 (SWU) – The project is moving forward.

Nob Hill Water (Est. Const. $750,000) – Crews are trying to resurrect an old defunct 12-inch water line that was put in for a proposed development in 2008 that traverses from the bridge to the Nob Hill tank. That development was never completed. Crews were able to find an existing bore in place that crossed the old Highway 412 at the tank. The water line stopped short of the bore. Hopefully plans will be developed in the next few months to present to the commission in order to bid the project.

Gene George Blvd. Water and Sewer Project – The project will be moved to the top of the current construction projects.

West Side Water Study (Est. Const. $28.2 Million) – A route has been chosen and staff is working with the engineer to develop plans.

Emma Avenue Water and Sewer Relocation-RGW Realignment (Eng.) – Pulvirenti is unsure of the status of the project. Additional fire hydrants will be added to beef up fire protection.

Bethel Heights Remediation – The EID document and thirty-day notification for a public meeting is underway. The public meeting is scheduled for the second week of January as required for the loan.

Damaged Overhead Pipe WWTF – Contracts are in hand from the contractor. The pipe will have to be made for the project.

Benton Farm Pump Station Upgrade (Est. Const. $4.6 Million) – Staff is working with the city of Lowell for their presentation to the city council scheduled in January.

Johnson Force Main Improvements – The project is on hold, but it is shovel ready.

Spring Creek Interceptor Engineering (Est. Const. $22 Million) – The project is on hold. Staff is working on the last couple of easements.

Pulvirenti stated staff is working with TischlerBise on the economic analysis. Meetings are planned for January to look at cost for growth. Some of the projects will be brought forward, most notably the Spring Creek Interceptor. Several hundred apartments are planned downtown.

WWTF Clarification Improvements-Engineering (Est. Const. $34.7 Million) – The plans are essentially 95% complete. Staff is working with the engineer.

WWTF Master Plan – The project is moving forward.

10. Comments from staff, legal counsel, and commissioners – Chair Chris Weiser

Executive Director Ward announced that Wastewater Operations Supervisor Paul Frisbie received the Wastewater Manager of the Year Greater than 5,000 Population Award at the December meeting of the Northwest District of the Arkansas Water Works & Water Environment Association.

11. Confirmation of date and time for the next commission meeting scheduled for January 19, 2022 at 10:00 a.m. – Chair Chris Weiser

The next meeting was scheduled for January 19, 2022 beginning at 10:00 a.m. The meeting will be open for the public to attend in person as well as conducted via Zoom. Secretary Lawrence will be unable to attend the meeting.

Chair Weiser adjourned the meeting at 11:10 a.m. to enter into executive session to discuss a personnel matter.

Chair Weiser called the meeting back to order at 11:27 a.m. He stated that no action was taken and there will be no action taken.

12. Adjournment – Chair Chris Weiser

Chair Chris Weiser adjourned the meeting at 11:28 a.m.

Respectfully submitted,

Paul E. Lawrence Jr., Secretary

ORDINANCE NO. ________

AN ORDINANCE VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS PUTMAN STREET, PURSUANT TO ARK. CODE ANN. §14-301-301, *et seq.* DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City Council of the City of Springdale, Arkansas asking the City of Springdale to vacate and abandon a portion of a dedicated public street described as follows (a map of the area to be vacated is attached hereto as Exhibit "A" and is incorporated herein by reference), known as part of Putman Street:

> Beginning at the Southwest corner of Parcel No. 815-25088-000; thence N 01°59'09" E 111.80 feet to the South right-of-way line of West Huntsville Avenue; thence West along said right-of-way line a distance of 30.00 feet; thence S 01°59'09" W 108.75 feet to the Southeast corner of Parcel No. 815-25093-000; thence East 30.00 feet to the point of beginning. More particularly described on the attached Exhibit "A".

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 and has ascertained that the portion of the street herein described has heretofore been dedicated to the public use for a street;

WHEREAS, all owners of property abutting the portion of street herein described have filed their written consent to the abandonment and vacating of the portion of the street herein described; and

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the portion of the street 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 right-of-way interests, with the rights of the public generally, in and to a portion of a dedicated public street 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: The Council further finds that pursuant to Arkansas law, upon abandonment of this right-of-way, the ownership of the property where the right-of-way is located as shown on the plat, shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the right-of-way so abandoned, and the ownership shall be free from the easement of the City for public use as a street. Provided, however, that the City of Springdale will retain the rights of any utility/drainage easements which may exist across this property.

Section 4: **Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of ____________, 2022.

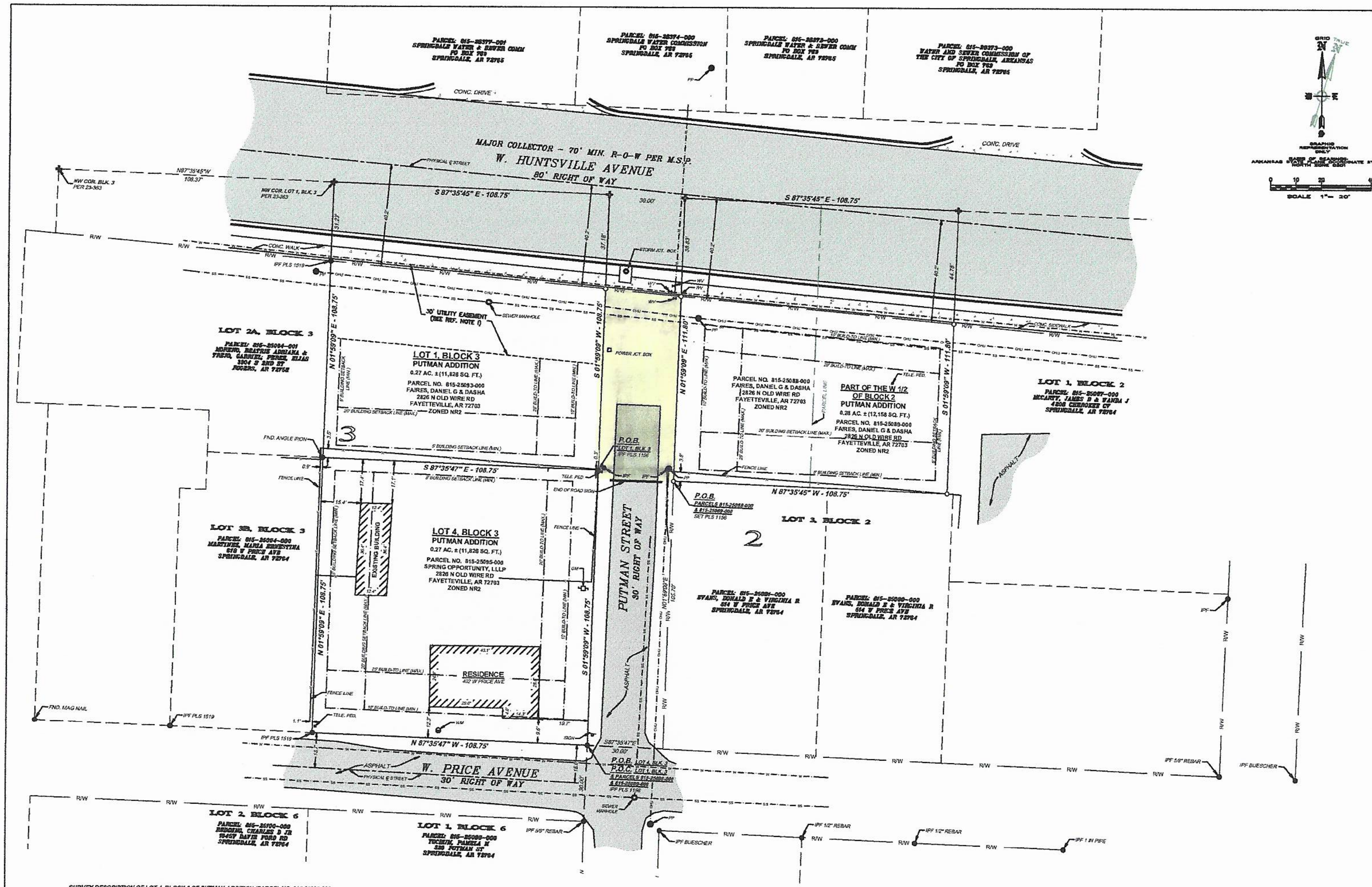
____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY



VICINITY MAP
N.T.S.

LEGEND

PROPERTY LINE	P.O.C. POINT OF COMMENCEMENT
SECTION LINE	P.O.B. POINT OF BEGINNING
SECTION "40" LINE	IPF - IRON PIN FOUND (AS NOTED)
ADJACENT OWNER	FOUND RAILROAD SPIKE
EASEMENT (AS NOTED)	IRON PIN SET w/ CAP "PLS 1156"
RIGHT-OF-WAY	SET "MAG" NAIL
BUILDING SETBACK LINE (B.S.L.)	FOUND COTTON PICKER SPINDLE
CENTERLINE OF ROAD	COMPUTED POINT
WIRE FENCE LINE	SANITARY SEWER MANHOLE (SMH)
CHAIN LINK FENCE LINE	CLEANOUT (CO)
WOOD FENCE LINE	WATER METER (WM)
OVERHEAD UTILITIES	GAS METER (GM)
SANITARY SEWER LINE	POWER POLE (PP)
WATER LINE	FIRE HYDRANT (FH)
UNDERGROUND GAS LINE	WATER VALVE (WV)

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN:

LOT 4, BLOCK 3 ONE FOOT IN 435,000,000 FEET. LOT 1, BLOCK 3 ONE FOOT IN 412,530 FEET. PART OF BLOCK 2 ONE FOOT IN 441,100,000 FEET.

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE 'X', (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE F.I.R.M. MAP # 05143C0060F, PANEL 60 OF 575 WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: MAY 16, 2008.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS PROVIDED BY THE SURVEYOR AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE G.I.S. ONLY.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

A. **WARRANTY DEED:** DANIEL G. FAIRES AND DASHA K. FAIRES, RECORDED SEPTEMBER 6, 2016 IN FILE NO. 2016-25927.
B. **AFFIDAVIT OF SCRIVNER'S ERROR:** DANIEL G. FAIRES AND SASHA K FALIRES, RECORDED SEPTEMBER 12, 2016 IN FILE NO. 2016-26582.
C. **WARRANTY DEED:** SPRING OPPORTUNITY, LLLP, RECORDED AUGUST 20, 2018 IN FILE NO. 2018-24928.
D. **PLAT OF PUTMAN ADDITION:** FILED JUNE 21, 1884 IN PLAT BOOK 4 AT PAGE 23.
E. **REPLAT OF PART OF LOT 2 AND LOT 3 IN BLOCK 6 PUTMAN ADDITION:** BY MCGOODWIN WILLIAMS & YATES, GARY LEE DENZER, AR PLS NO. 1296, RECORDED JULY 19, 2007 IN FILE NO. 23-300.
F. **REPLAT OF LOTS 2 & 3, BLOCK 3, PUTMAN ADDITION:** BY ENGINEERING SERVICES, INC., CHARLES H. ANDERSON, AR PLS NO. 1499, RECORDED JUNE 22, 2009 IN FILE NO. 23-363.
G. **FIDELITY NATIONAL TITLE INSURANCE COMPANY:** COMMITMENT NUMBER 22-17178-1, COMMITMENT DATE 03/01/2022.
H. **FIDELITY NATIONAL TITLE INSURANCE COMPANY:** COMMITMENT NUMBER 22-17180-1-1, COMMITMENT DATE 03/01/2022.
I. **BOUNDARY SURVEY:** BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS 1156, DATED 8/14/18, W.O. #18361.

SURVEY DESCRIPTION OF LOT 4, BLOCK 3 OF PUTMAN ADDITION (PARCEL NO. 815-25095-000:

LOT 4, BLOCK 3 OF PUTMAN ADDITION, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 4 AT PAGE 23 OF THE WASHINGTON COUNTY RECORDS, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 ON THE NORTHERLY RIGHT OF WAY LINE OF WEST PRICE AVENUE, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N87°35'47"W A DISTANCE OF 108.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4 AND A FOUND IRON PIN WITH CAP "PLS 1519"; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG THE WEST LINE OF SAID LOT 4, N01°59'09"E A DISTANCE OF 108.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND A FOUND ANGLE; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID LOT 4, S87°35'47"E A DISTANCE OF 108.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID LOT 4 THE SAME BEING THE WESTERLY RIGHT OF WAY LINE OF PUTMAN STREET, S01°59'09"W A DISTANCE OF 108.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.27 ACRES (11,826 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD AND FACT.

SURVEY DESCRIPTION OF LOT 1, BLOCK 3 OF PUTMAN ADDITION (PARCEL NO. 815-25093-000:

LOT 1, BLOCK 3 OF PUTMAN ADDITION, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 4 AT PAGE 23 OF THE WASHINGTON COUNTY RECORDS, ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF SAID BLOCK 3, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG EAST LINE OF SAID LOT 4 THE SAME BEING THE WESTERLY RIGHT OF WAY LINE OF PUTMAN STREET, N01°59'09"E A DISTANCE OF 108.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1519"; THENCE LEAVING SAID EAST LINE AND SAID RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 1, N87°35'47"W A DISTANCE OF 108.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND A FOUND ANGLE IRON PIN; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 1, N01°59'09"E A DISTANCE OF 108.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID LOT 1, S87°35'45"E A DISTANCE OF 108.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID LOT 4 THE SAME BEING THE WESTERLY RIGHT OF WAY LINE OF PUTMAN STREET, S01°59'09"W A DISTANCE OF 108.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.27 ACRES (11,826 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST HUNTSVILLE AVENUE ON THE NORTH SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD AND FACT.

SURVEY DESCRIPTION OF PART OF THE WEST HALF OF BLOCK 2 OF PUTMAN ADDITION (PARCEL NOS. 815-25088-000 AND 815-25089-000:

PART OF THE WEST HALF OF BLOCK 2 OF PUTMAN ADDITION, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 4 AT PAGE 23 OF THE WASHINGTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF BLOCK 3 OF SAID PUTMAN ADDITION, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S87°35'47"E A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PUTMAN STREET THE SAME BEING THE WEST LINE OF SAID BLOCK 2; THENCE ALONG SAID RIGHT OF WAY LINE AND SAID WEST LINE, N01°59'09"E A DISTANCE OF 105.70 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1519"; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND SAID WEST LINE, N01°59'09"E A DISTANCE OF 111.80 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE LEAVING SAID RIGHT OF WAY LINE AND SAID WEST LINE AND ALONG THE NORTH LINE OF SAID BLOCK 2, S87°35'45"E A DISTANCE OF 108.75 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 2; THENCE S01°59'09"W A DISTANCE OF 111.80 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°35'45"W A DISTANCE OF 108.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.28 ACRES (12,158 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST HUNTSVILLE AVENUE ON THE NORTH SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD AND FACT.

OWNER	FAIRES, DANIEL G & DASHA 2826 N OLD WIRE RD FAYETTEVILLE, AR 72703 SPRING OPPORTUNITY, LLLP 2826 N OLD WIRE RD FAYETTEVILLE, AR 72703
SURVEYOR:	ENGINEERING SERVICES, INC. 1207 S. OLD MISSOURI ROAD P.O. BOX 282 SPRINGDALE, AR 72765
WORK ORDER #:	22065
CITY ZONING:	NR2 (NEIGHBORHOOD RESIDENTIAL TYPE 2)
BUILD-TO-LINE:	PRIMARY STREET - 10' MIN - 25' MAX SIDE STREET - 10' MIN - 20' MAX REAR LOT LINE, ANC. BLDG - 5'
SETBACKS:	SIDE - 5' MIN - 20' MAX REAR - 5' MIN

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. I FURTHER DECLARE THAT THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

S. Craig Davis 4/18/22

S. CRAIG DAVIS, L.P.S. NO.1156, AR. DATE

CERTIFICATE OF AUTHORIZATION ENGINEERING SERVICES, INC. 131 ARKANSAS • ENGINEER

LICENSED PROFESSIONAL SURVEYOR STATE OF ARKANSAS NO. 1156 S. CRAIG DAVIS

RECORDING INFORMATION

esi

REVISION	DATE	DESCRIPTION

BOUNDARY SURVEY

FOR TALDO PROPERTIES LLC AND BROTHERS RENTALS LLC

SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=20' | DATE: April 18, 2022 | DRAWN BY: KND

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 22065 | SHEET 01

ORDINANCE NO. ________

AN ORDINANCE VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS BLAIR STREET, PURSUANT TO ARK. CODE ANN. §14-301-301, *et seq.* DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City Council of the City of Springdale, Arkansas asking the City of Springdale to vacate and abandon a portion of a dedicated public street described as follows (a map of the area to be vacated is attached hereto as Exhibit "A" and is incorporated herein by reference), known as part of Blair Street:

> Beginning at the Southwest corner of Parcel No. 815-29970-000; thence West along the North right-of-way line of W. Price Avenue a distance of 30.00 feet to the Southeast corner of Parcel No. 815-29972-000; thence North along the East boundary line of Parcel No. 815-29972-000 and Parcel No. 815-29973-000 to the South right-of-way line of W. Huntsville Avenue; thence East along said right-of-way line of W. Huntsville Avenue a distance of 30.00 feet to the West boundary line of Parcel No. 815-29971-000; thence South along the West boundary line of Parcel No. 815-29971-000 and Parcel No. 815-29970-000 to the point of beginning. More particularly described on the attached Exhibit "A".

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 and has ascertained that the portion of the street herein described has heretofore been dedicated to the public use for a street;

WHEREAS, all owners of property abutting the portion of street herein described have filed their written consent to the abandonment and vacating of the portion of the street herein described; and

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the portion of the street 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 right-of-way interests, with the rights of the public generally, in and to a portion of a dedicated public street 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: The Council further finds that pursuant to Arkansas law, upon abandonment of this right-of-way, the ownership of the property where the right-of-way is located as shown on the plat, shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the right-of-way so abandoned, and the ownership shall be free from the easement of the City for public use as a street. Provided, however, that the City of Springdale will retain the rights of any utility/drainage easements which may exist across this property.

Section 4: **Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of ____________, 2022.

____
Doug Sprouse, Mayor

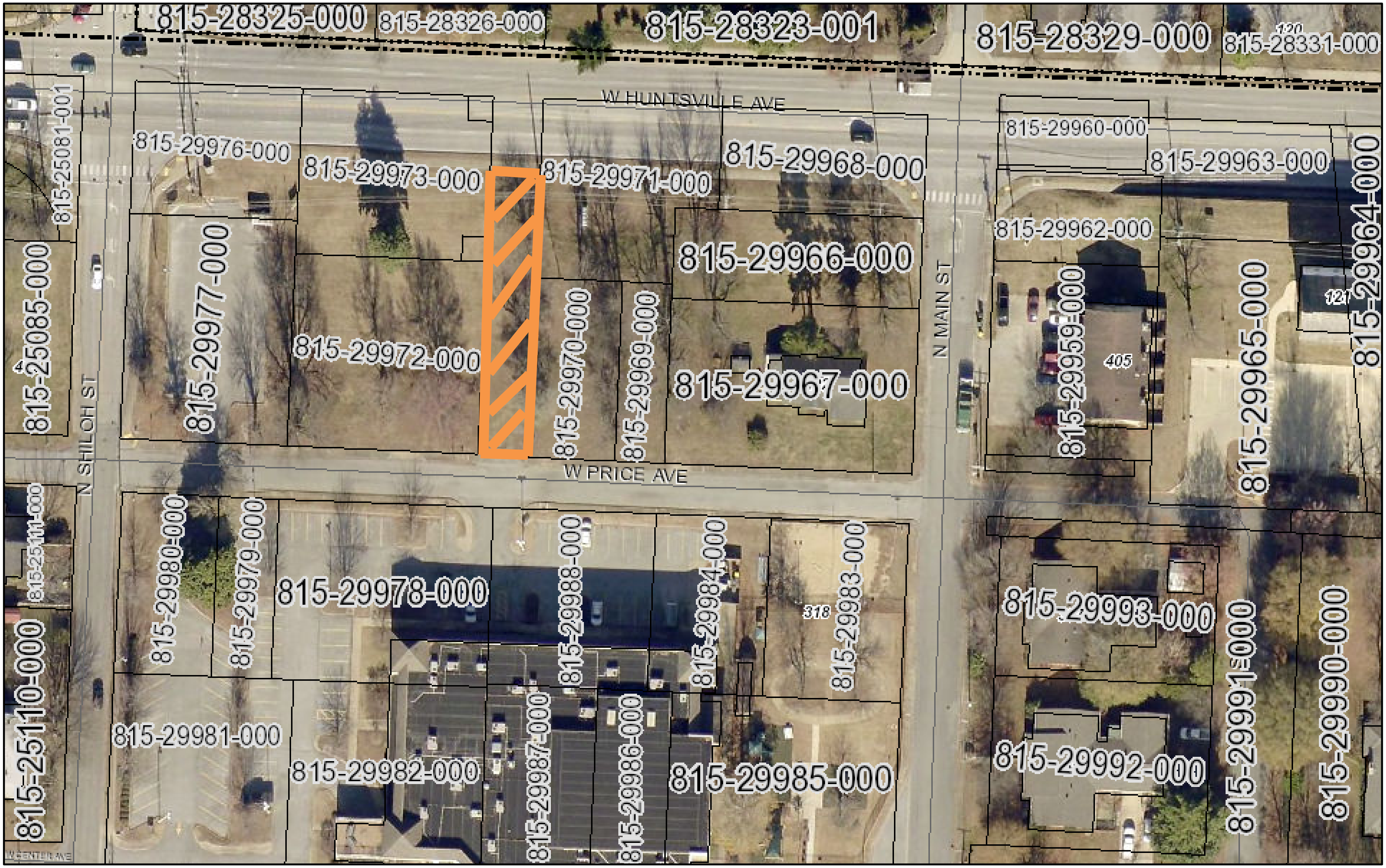
ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

City of Springdale Zoning Map



May 6, 2022

Form-Based Code District Overlay

S.E.E.D. Overlay District - Outline

Washington Co. Parcels

Benton Co. Parcels

SCHOOLS

STREAMS

MAIN CHANNEL

TRIBUTARY

LAKES

Buildings

RAILROAD

STREETS - ALL

INTERSTATE

RAMP

1:1,000

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

City of Springdale, Clayton Sedberry

Clayton Sedberry | City of Springdale |

That which is underlined is added.

ORDINANCE NO. ________

AN ORDINANCE AMENDING ARTICLE 4 AND ARTICLE 5 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the various use units which are allowed in the various zoning districts in Springdale, Arkansas;

WHEREAS, there currently is no use unit for transitional housing;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, to create a use unit for Transitional Housing; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on June 7, 2022, after notice was given of said hearing as required by law.

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

Section 1: Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to add a new Use Unit, Use Unit 53, Transitional Housing, to read as follows:

<u>Sec. 56. – Unit 53: Transitional Housing.</u>

<u>Transitional housing is an Arkansas Department of Corrections Division of Community Corrections licensed facility that provides housing for one or more offenders who have either been transferred or paroled from the Department of Correction by the Parole Board or placed on probation by a circuit or district court. An offender's home or the residence of an offender's family member shall not be considered a transitional housing facility for purposes of this use unit.</u>

Section 2: Article 4, Sections 3.4, 3.6, and 3.7 of the Zoning Ordinance of the City of Springdale, Arkansas, shall be amended to reflect that a Use Unit 53, Transitional Housing, is a conditional use in a C-2 (general commercial district), C-4 (planned commercial district), and C-5 (thoroughfare commercial district) zoning districts.

Section 3: All other provisions of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended herein shall remain in full force and effect.

Section 4: <u>Emergency Clause</u>. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _______, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

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 CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT (PUD) 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 April 5, 2022 for hearing the matter of a petition of Scout Enterprises, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Planned Unit Development (PUD).

Layman's Description: 8915 East Brown Road

Legal Description:
PARCEL 21-00167-100 DESCRIPTION:
A PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND MAG NAIL FOR THE NORTHWEST CORNER OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 16; THENCE SOUTH 86°52'01" EAST A DISTANCE OF 496.06 FEET TO A COMPUTED POINT; THENCE SOUTH 02°37'29" WEST A DISTANCE OF 443.54 FEET TO A COMPUTED POINT FOR THE POINT OF BEGINNING; THENCE SOUTH 87°14'46" EAST A DISTANCE OF 588.49 FEET TO A FOUND 5/8" IRON PIN; THENCE SOUTH 87°22'03" EAST A DISTANCE OF 49.86 FEET TO A FOUND 1/2" IRON PIN; THENCE SOUTH 87°04'33" EAST A DISTANCE OF 245.10 FEET TO A FOUND 1/2" IRON PIN; THENCE SOUTH 02°35'38" WEST A DISTANCE OF 452.04 FEET TO A FOUND 1/2" DISTURBED IRON PIN; THENCE NORTH 87°12'01" WEST A DISTANCE OF 883.68 FEET TO A FOUND 5/8" IRON PIN PLS 1181; THENCE NORTH 02°37'29" EAST A DISTANCE OF 451.96 FEET TO

THE POINT OF BEGINNING, CONTAINING 9.17 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, COVENANTS, AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL 21-00167-078 DESCRIPTION:
A PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND MAG NAIL FOR THE NORTHWEST CORNER OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 16; THENCE SOUTH 86°52'01" EAST A DISTANCE OF 1084.90 FEET; THENCE SOUTH 03°22'57" WEST A DISTANCE OF 19.54 FEET TO A FOUND 5/8" IRON PIN WITH CAP FOR THE POINT OF BEGINNING; THENCE SOUTH 86°48'54" EAST A DISTANCE OF 50.07 FEET TO A FOUND 1/2" IRON PIN; THENCE SOUTH 02°35'14" WEST A DISTANCE OF 419.63 FEET TO A FOUND 1/2" IRON PIN; THENCE NORTH 87°22'03" WEST A DISTANCE OF 49.86 FEET TO A FOUND 5/8" IRON PIN; THENCE NORTH 02°33'32" EAST A DISTANCE OF 420.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.48 ACRES. MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, COVENANTS, AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning denied the rezoning request. An appeal of the Planning Commission denial was made to the City Council and a motion to overturn the Planning Commission's denial was approved and the City Council determined that the area described above should be rezoned from Agricultural District (A-1) to Planned Unit Development (PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable 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 as follows:

From Agricultural District (A-1) to Planned Unit Development (PUD) and that the attached Development Plan for Hawksview Planned Unit Development; Declaration of Covenants of Assurance and Restrictions of Hawksview Planned Development to the City of Springdale, Arkansas and preliminary plat are hereby made a part of the approved zoning amendment.

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 ______________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney

RMP LLP
ATTORNEYS AT LAW
LICENSED IN AR, AL, MO, OK, TN, TX
Established 2005
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LARRY McCREDY | Attorney
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PO Box 1788 | Fayetteville AR 72702
5519 Hackett St. Suite 300 | Springdale AR 72762
T 479 443 2705 | F 479 443 2718

June 9, 2022

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

Mr. Brian Powell
Springdale City Council
Ward 1, Position 1
6163 Allie Francis Trail
Springdale, AR 72762

Mr. Randall Harriman
Springdale City Council
Ward 1, Position 2
3262 Sagely Lane
Springdale, AR 72764

Mr. Mike Overton
Springdale City Council
Ward 2, Position 1
3511 Normandy St.
Springdale, AR 72764

Mr. Kevin Flores
Springdale City Council
Ward 2, Position 2
201 Spring Street
Springdale, AR 72764

Ms. Amelia Williams
Springdale City Council
Ward 3, Position 1
201 Spring Street
Springdale, AR 72764

Mr. Jeff Watson
Springdale City Council
Ward 3, Position 2
201 Spring Street
Springdale, AR 72764

Mr. Mike Lawson
Springdale City Council
Ward 4, Position 1
2700-B McMillian Drive
Springdale, AR 72762

Mr. Mark Fougerousse
Springdale City Council
Ward 4, Position 2
159 Woodcliff Way
Springdale, AR 727

Re: Hawksview Subdivision

Dear Mr. Mayor and Council Members:

As you know, I represent Scout Enterprises, LLC ("Scout") in its effort to develop property that it owns in the City of Springdale. The City Council will be considering final approval of the PUD for Hawksview Subdivision on Tuesday, June 14.

Attached are updated versions of the Development Plan, Covenants, and By-Laws for the Subdivision that were incorporated in the previous submission to the Planning Commission, and included as part of the appeal. We would request these updated documents be considered for final approval rather than the previous versions of them that were a part of our previous submission. All other portions of the appeal document (preliminary plat, drainage summary, notices, etc.) remain the same. Also included is a document which summarizes the substantive modifications that were made.

Thank you for your consideration.

Respectfully submitted,

SCOUT ENTERPRISES, LLC

By: */s/ Larry McCredy*
Larry McCredy
Attorney for Scout Enterprises, LLC

LMC/lw

Encls.

Plymouth Engineering, PLLC
5714 Walden Street · Lowell, AR 72745
(479) 595-5934 · www.plymoutheng.com

Development Plan for
Hawksview Subdivision
Planned Unit Development
June 9, 2022

This Development Plan for Hawksview Subdivision is hereby submitted per City of Springdale requirements. Portions of this document have been copied from the covenants for Hawksview Subdivision, prepared by others.

The approved Final Development Plan shall be binding on all subsequent owners of the land until revised or repealed as set forth in Springdale's <u>Code of Ordinances</u>, Chapter 130.

General Eligibility and Staging Requirements

1. Location: The PUD district covered in this application shall apply to 9.65 acres of land in extreme northwest Springdale identified by Benton County parcel numbers 21-00167-078 and 21-00167-100; located at 8915 East Brown Road. This property lies within the "Karst recharge area" as designated by the United States Fish and Wildlife Service (USFWS). This area is subject to stringent USFWS requirements and other environmental requirements. The area is designated as low-density residential on the City's master land use plan.

2. Ownership: The property is owned by Scout Enterprises, LLC, who is also the rezoning applicant and the developer of the property. A copy of the warranty deed has been submitted with the rezoning application.

3. Project Size: The property in question is approximately 9.65 acres in size. The entire tract is proposed to be developed as part of this project.

4. Staging: All subdivision improvements, including but not limited to streets, water lines, lot pins, and common space, shall be constructed at one time as a single stage. No future stages of the subdivision are proposed. Once the subdivision improvements are installed and the final plat is approved by the City and recorded (all in accordance with existing ordinances,) construction of homes may begin. Homes shall be constructed on the eight lots at various times. It is the developer's intent to construct homes on all eight lots within five years of the commencement of construction, but no definite timeframe for the construction of all eight homes can be established at this time, as the supply of suitable existing structures varies. In the initial construction, the only grading to be performed will be that needed to install the roadway and required utilities. Homesites will be graded as needed. In order to minimize impact on the environment, no mass grading is proposed. This philosophy is in keeping with the Northwest Arkansas Best Management Practices manual and will greatly reduce not only the amount of land disturbance but also the amount of soil exposed at any given

time; and is in keeping with the spirit of the Karst regulations as it will reduce water-borne sediments.

Existing homes represent a significant source of scarce and expensive building materials. Conventional demolition of existing homes not only wastes this resource, but uses up increasingly rare landfill space. A more environmentally-friendly solution is to re-use these resources wisely by moving existing homes onto new homesites, where the homes may be remodeled and updated to meet current styles and building codes. It is the developer's intent to locate existing wood-framed or steel-framed structures which cannot remain on their current sites, move these structures to this subdivision, and remodel them in accordance with all applicable state and local residential building codes. The interiors and exteriors of the homes will be remodeled to bring them up to date, and the homes will then be offered for sale or rent, at the discretion of the developer.

Environmentally friendly ("green") developments provide sustainable progress and growth for cities. Utilizing existing structures, maintaining natural drainage patterns, capturing and reusing roof runoff, and the use of water absorbing native plants are all incorporated into Hawksview subdivision.

It is the developer's intent to construct homes on all eight lots within five years of the commencement of construction, but no definite timeframe for the construction of all eight homes can be established at this time, as the supply of suitable existing structures varies. Furthermore, supply chain difficulties and delays caused by weather must be taken into account. As prospective structures are located and identified, permits must be obtained to move them to the site and to begin construction. Homes will be placed on new foundations and structural components will be brought up to the current codes; then plumbing, mechanical, and electrical systems will be brought up to the current codes and remodeling will begin. During the process, the exterior finishes of the homes will be remodeled or replaced as needed within nine months of the home's arrival on the site. (This applies to external building finishes only, and does not apply to items like fences, landscaping, etc.) The requirements of Springdale ordinance section 22-32 shall be met within the prescribed 90-day timeline, with any extensions that are granted in accordance with the ordinance. From the time of its arrival on the site, each home should be completely remodeled, inside and out, in approximately twelve months, barring circumstances beyond the developer's control.

The developer reserves the right to construct new homes in a conventional manner. The developer reserves the right to retain possession of all lots or to sell any or all of the lots prior to or after construction of a home on said lots, upon completion of the final plat, in accordance with applicable laws. Should any lot be sold with home construction or renovation underway, either new construction or move-in, all applicable timelines from city ordinances and/or this document and/or the Covenants shall be binding on the purchaser. In the event of a move-in, the dates in this document shall apply from the original move-in date, as if no transfer of property had occurred.

The Owner intends to begin construction of the subdivision improvements as soon as all required approvals can be obtained. Construction of the homes on the lots cannot begin until the final plat is approved by the city and then recorded in accordance with applicable ordinances.

APPLICATION REVIEW PROCEDURES

5. Three phases:
   a. A preapplication conference with planning and community development staff – The Owner and Staff have met several times over the past 2 and a half years to discuss this project. The Engineer and Staff met together on October 4, 2021 to discuss this project and another, unrelated, large-scale development. Another meeting was held on December 14, 2021 and involved the Owner, the Owner's engineer, the Owner's attorney, the City attorney, and members of the Planning staff. Other formal and informal meetings have been held between the Engineer and Planning Staff. On March 15, 2022, the Owner and her attorney, along with the Engineer, met with several members of the Planning Staff and four members of the Planning Commission to discuss this project.
   b. A preliminary development plan has been submitted to the City in the form of a preliminary plat for the development. A number of other supporting documents, including restrictive covenants, construction drawings, and a preliminary drainage report have also been submitted. This PUD was heard by the Planning Commission on April 5, 2022, and by the City Council on May 24. The ordinance to rezone will be considered by the City Council on June 14, 2022.
   c. The final development plan has yet to be developed, as rezoning has not yet been approved by the City Council.
   d. The final development plan shall be approved prior to the issuance of any building permits within the PUD. The final development plan shall be recorded prior to the issuance of any building permits.

6. Civil Engineer: Plymouth Engineering, PLLC; 5714 Walden Street; Lowell, AR 72745; (479) 595-5934; david@plymoutheng.com

   Surveyor: A Million Miracles Surveying, PLLC; 129 W. Boles Street, Suite A; Fayetteville, AR 72701; (479) 387-4361; eric@amms-pllc.com

7. Size: The PUD will cover approximately 9.65 acres.

PARCEL 21-00167-100 DESCRIPTION:
A PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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8. Project Name: Hawksview Subdivision PUD

9. Site Plan: A copy of the proposed preliminary plat is attached. As shown on the plat and detailed below, all lots will have minimum setbacks of 30 feet in the front, 8 feet on the sides, and 20 feet in the rear. No maximum setbacks are established. These setbacks are identical to that which would be found in an SF-1 zone. A single residential street will connect to East Brown Road through a 50-foot right-of-way corridor and will pass through the middle of the site, ending in a cul-de-sac. All lots will have access from this street and only from this street. The street within the bulk of the subdivision will have a paved surface 24 feet in width, with gravel shoulders 4 feet in width on each side, as allowed under Springdale Code of Ordinances Section 112-4 in “estate” subdivisions. At the request of Springdale’s Public Works Director, the street section north of the north line of lots 1 and 8 (extended) will have the shoulders covered in sod instead of gravel, to reduce transportation of gravel downstream in

extreme events. In a further effort to minimize runoff, gravel driveways and off-street parking will be used on each home. These features, along with other low impact development techniques, are incorporated in order to comply with Appendix A ("Planning") of the NWA 2014 Stormwater BMP Manual which reads, in part: "Natural drainage patterns that consist of overland flow, swales, and depressions should be used to convey runoff through the site to avoid constructing an artificial drainage system," and "Preserve the natural drainage patterns on-site as much as possible." (A2.1, Drainage) The features also comply with Springdale's Low Impact Development Design Guide which states "Therefore, the most important factor to consider in the application of LID to site design is the preservation of native vegetation and natural drainage features."

Exact placement of the homes on individual lots cannot be determined at this time, in part due to the fact that existing homes are proposed for up-cycling as they become available; and neither their dimensions nor their exact floor area is known at this time.

A common area consisting of approximately two acres of open pasture with some shade trees is proposed along the southern boundary of the site, and is 100 feet in width. An outdoor grill and picnic table will be placed near the western end of the common area, where existing large trees will provide shade. The common area is covered by a water main easement in favor of Beaver Water District, and no permanent structures may be placed within the easement. The remainder of the site shall remain open space, and will provide space for soccer, football, horseshoes, footraces, family fun, picnics, and other similar recreational activities. This preliminary plat has not yet been considered by the Planning Commission.

The common area will be mowed and maintained by the POA. Grassed areas that are within the right-of-way and adjacent to residential lots that are part of Hawksview Subdivision shall be kept free from tall grass, weeds, debris and other growths, articles, and things by the Occupants of said lots, in accordance with Springdale Code of Ordinances Section 42-77(f). The right-of-way of Hawksview Drive where it is not adjacent to any lot of Hawksview subdivision, from Brown Road southward to the north lines of lots 1 and 8, extended, shall be kept free from tall grass, weeds, debris and other growths, articles and things by the POA.

10. Development Strategy: The Owner's intent is to create eight lots of varying sizes for single family homes. Lots 1, 7, and 8 will be approximately one acre in size. Lot 2 will contain approximately 0.8 acres. Lots 3 through 5 will contain approximately 0.5 acre. Lot 6 will contain approximately 0.9 acres. Lot 9 will contain common area approximately two acres, or about 21 percent of the total development, and will be adjacent to lots 2 through 6, allowing direct access to the smaller lots. Lots will front on a two-lane public street. The street will be constructed without curbs or gutters, but have 4-foot gravel shoulders within the bulk of the subdivision as allowed under Springdale Code of Ordinances Section 112-4 in "estate" subdivisions. At the request of Springdale's Public Works Director, the street section north of the north line of lots 1

and 8 (extended) will have the shoulders covered in sod instead of gravel, to reduce transportation of gravel downstream in extreme events. Gravel driveways and off-site parking are also proposed, along with the exclusion of concrete sidewalks which are typically required, all to reduce impervious area and concentration of runoff within the recharge zone of the Cave Springs cave. This will help comply with the Northwest Arkansas Best Management Practices, as developed cooperatively by area municipal governments in light of Karst features in the area which may provide pathways for surface water to pass underground quickly. Of particular interest in this area is the "Karst recharge zone" for the Cave Springs cave which was largely determined by the US Fish and Wildlife Service. It is thought that runoff in this area may pass quickly underground, without the benefit of normal infiltration, through losing streams and other Karst features and might thereby enter the Cave Springs cave. This cave is protected habitat for the Ozark Blind Cave Fish, which is listed as an endangered species, and it is thought that the cave environment is particularly susceptible to contamination. NWA's BMPs call for preservation of existing drainage modes and avoidance of concentration of runoff wherever possible. This makes any conventional detention approach (even the LID devices, which collect runoff in a few locations and require an underdrain to daylight by Springdale's rules) contrary to the BMPs. It becomes necessary to compare the benefits to be obtained by conventional detention methods and runoff-concentrating LID measures with the impact to the environment in light of USFWS policy and the NWA BMPs.

Mitigation of runoff is instead proposed by the use of runoff catchment devices commonly referred to as "rain barrels" on each structure. While not specifically approved by Springdale's LID manual, these devices are recognized by the US Environmental Protection Agency as valid low-impact tools. Information and general design data for the proposed system has been submitted to and reviewed by Springdale's Engineering Department. It is our understanding that the general concept has been considered appropriate for runoff mitigation by the Engineering Department. In addition, the Developer proposes to install water absorbing vegetation around the foundation of each permanent structure to further reduce runoff. The covenants require that the rain barrels and the vegetation be maintained in perpetuity by the Owner or Occupant, and that the vegetation may not be changed to another type. These measures will help reduce runoff, and will reduce the potential for Karst contamination well beyond what could be accomplished using conventional detention. In addition, the natural flow of runoff in a broad, dispersed pattern will have significantly less impact on surrounding land owners than a concentrated point discharge, where runoff from the entire site would be funneled onto one owner's property.

11. District Requirements:
    Hawksview Subdivision – Planned Unit Development #R22-07

PURPOSE.

Hawksview Subdivision Planned Unit Development #R22-07 is established to accommodate single-family residential and complementary land uses on larger lots. This zone specifically applies to a specific parcel on the fringe area of the city, lying within the Karst recharge zone of the Cave Springs cave.

USES PERMITTED.
Unit 1, city-wide public uses by right.
Unit 8, single-family dwellings.
Unit 29, home office.

CONDITIONAL USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION.
Unit 2, city-wide uses by conditional use permit.
Unit 3, utility facilities.

ACCESSORY USES.
The following accessory structures and land uses shall be permitted only where clearly incidental to the permitted primary use, except as otherwise permitted herein:

a. Accessory buildings, including private garages, storage facilities, gazeboes, pergolas, and children's playhouses as set forth in article 6, subsection 2.7 of Chapter 130 – Zoning Ordinance.
b. Private greenhouses and horticultural collections.
c. Porches, awnings, screen rooms, sun rooms, and pool enclosures.
d. Flower and vegetable gardens.
e. Swimming pools, tennis courts and similar recreation facilities shall be permitted on lots with an area exceeding 0.7 acre (1, 2, 6, 7, 8, and 9); but not on smaller lots (3, 4, or 5) due to site limitations.

With the exception of flower and vegetable gardens, none of the above accessory uses shall encroach on building setbacks, utility easements, or septic systems (including primary and alternate drainage field areas as shown on the plat or as determined by the Designated Representative for each individual lot, whichever restriction is greater.

Exterior finishes for accessory buildings shall conform to the requirements listed in the Development Plan for Dwellings.

On lots 3 through 5, the total area for all accessory buildings shall not exceed 2,000 square feet. On lots 1, 2, 6, 7, and 8 the total area for all accessory buildings, greenhouses, swimming pools, and similar recreational facilities shall not exceed 2,000 square feet; except that the lot owner may petition the Architectural Review Committee (ARC)for an additional area of up to 2,000 square feet (4,000 square feet total) which may be approved or denied at the sole discretion of the ARC.

SITE PLAN REVIEW.
When a conditional use is proposed in Hawksview Subdivision PUD, a site plan review shall be required. See article 2, section 13 of Chapter 130 – Zoning Ordinance for the procedure and requirements of a site plan review.

HEIGHT REGULATIONS.
No building hereafter erected or structurally altered shall exceed a height of two stories.

AREA REGULATIONS.
Lot area. There shall be a lot area of not less 0.47 acre. In addition, there shall be a minimum lot width of not less than one hundred (100) feet on a public street at the front setback line.

Density. The proposed density of the revised development is 8 residential lots plus one, two-acre common area lot on 9.65 acres, or an average residential density of one residential lot per 1.21 acres.

Front setback. There shall be a front setback having a depth of not less than thirty (30) feet. In keeping with the definition of a corner lot, all sides adjacent to streets shall be required to have front setbacks of thirty (30) feet.

Side setback. There shall be a side setback on each side of the lot having a width of not less than eight (8) feet.

Rear setback. There shall be a rear setback having a depth of not less than twenty (20) feet.

OFF STREET PARKING.
Off-street parking shall be provided in accordance with Article 7 of Chapter 130 – Zoning Ordinance, except that neither residential driveways nor provided parking spaces shall be covered with an impervious surface. Driveways and off-street parking spaces shall be surfaced with crushed stone aggregate base and shall be regularly maintained by the occupant and/or landlord so that the surface is firm, stable, and usable; and must remain free of ruts, grass, weeds, and other vegetation. If otherwise surfaced, driveways and off-street parking spaces shall be covered with pervious material as approved by the Architectural Review Committee. Nothing in this article shall supersede the applicable requirements of the Americans with Disabilities Act or the Fair Housing Act.

STREET CONSTRUCTION STANDARDS.
Consistent with the Northwest Arkansas Best Management Practices, and with special consideration of the Karst recharge zone, no concentration of runoff is proposed. Street sections shall not include curb and gutter, as is allowable under Springdale Code of Ordinances Section 112-4 in “estate” subdivisions. To reduce the amount of

impervious area in the Karst recharge zone, sidewalks are not proposed for internal streets; and internal streets shall be twenty-four (24) feet in width unless noted otherwise as needed to provide access for fire suppression apparati. A four (4) foot gravel shoulder shall be provided adjacent to internal streets. At the request of Springdale's Public Works Director, the street section north of the north line of lots 1 and 8 (extended) will have the shoulders covered in sod instead of gravel, to reduce transportation of gravel downstream in extreme events. Roadside ditches shall not be provided, as sheet flow is to be maintained wherever possible.

12. Narrative: Scout Enterprises, LLC, the Owner and developer of the proposed Hawksview Subdivision, proposes to create a planned unit district within the City of Springdale in order to develop eight single-family homesites. The property is located at 8915 East Brown Road in extreme northwest Springdale, approximately 1,700 feet northwest of Sharp's Quarry. This property lies within the Karst recharge area as designated by the US Fish and Wildlife Service to protect endangered species living within the Cave Springs cave. The recharge area is designated in order to place a special emphasis on surface water quality as it impacts losing streams and similar features which are thought to be tied to the cave's ecosystem. As such, it is subject to special considerations which are not applicable to typical sites within the city.

    The site consists of approximately 9.65 acres of open pasture which is currently zoned A-1, as is typical for properties annexed into Springdale. The city's master land use plan currently shows this site as intended for low-density residential use, which is consistent with this application.

    The intent of the development is to provide a neighborhood of single-family homes on lots varying in size from 0.48 to 1.05 acres. The smaller lots, particularly those containing less than one acre in area, will be adjacent to the proposed common space.

    Existing homes represent a significant source of scarce and expensive building materials. Conventional demolition of existing homes not only wastes this resource, but uses up increasingly rare landfill space. A more environmentally-friendly solution is to use these resources wisely by moving existing homes onto new homesites, where the homes may be remodeled and updated to meet current styles and building codes. It is the developer's intent to locate existing wood-framed and steel-framed structures which cannot remain on their current sites, move these structures to this subdivision, and remodel them in accordance with all applicable state and local residential building codes. The interiors and exteriors of the homes will be remodeled to bring them up to date, and the homes will then be offered for sale or rent, at the discretion of the developer. Environmentally friendly ("green") developments provide sustainable progress and growth for cities. Utilizing existing structures, maintaining natural drainage patterns, capturing and reusing roof runoff, and the use of water absorbing native plants are all incorporated into Hawksview subdivision.

It is the developer's intent to construct homes on all eight lots within five years of the commencement of construction, but no definite timeframe for the construction of all eight homes can be established at this time, as the supply of suitable existing structures varies. Furthermore, supply chain difficulties and delays caused by weather must be taken into account. As prospective structures are located and identified, permits must be obtained to move them to the site and to begin construction. Homes will be placed on new foundations and structural components will be brought up to the current codes; then plumbing, mechanical, and electrical systems will be brought up to the current codes and remodeling will begin. During the process, the exterior finishes of the homes will be remodeled or replaced as needed within nine months of the home's arrival on the site. (This applies to external building finishes only, and does not apply to items like fences, landscaping, etc.) The requirements of Springdale ordinance section 22-32 shall be met within the prescribed 90-day timeline, with any extensions that are granted in accordance with the ordinance. From the time of its arrival on the site, each home should be completely remodeled, inside and out, in approximately twelve months, barring circumstances beyond the developer's control.

The developer reserves the right to construct new homes in a conventional manner. The developer reserves the right to retain possession of all lots or to sell any or all of the lots prior to or after construction of a home on said lots, upon completion of the final plat, in accordance with applicable laws. Should any lot be sold with home construction or renovation underway, either new construction or move-in, all applicable timelines from city ordinances and/or this document and/or the Covenants shall be binding on the purchaser. In the event of a move-in, the dates in this document shall apply from the original move-in date, as if no transfer of property had occurred.

The Owner intends to begin construction of the subdivision improvements as soon as all required approvals can be obtained. Construction of the homes on the lots cannot begin until the final plat is approved by the city and then recorded in accordance with applicable ordinances.

Setbacks will be consistent with those allowed in an SF-1 district, and will include 30-foot minimum front, 8-foot side, and 20-foot rear setbacks. No maximum setback is proposed. A number of site constraints exist which will not accommodate larger setbacks. These include a large area taken up by a water transmission line easement in favor of Beaver Water District, and a significant area required to provide septic system drainage fields as required by the Arkansas Department of Health. After numerous discussions with the Planning and Engineering Departments over the past two and a half years, all parties agreed that a Planned Unit Development represented the best choice of zoning for all parties involved, including surrounding homeowners.

Minimum heated floor area for homes within this subdivision is 1,000 square feet. The maximum allowable heated floor area is 4,000 square feet per home. Homes are limited to a maximum of three bedrooms and two bathrooms due to the constraints of the proposed septic systems. Due to the inclusion of common area, the lots vary in size. Lots 1, 7, and 8 are just over one acre. Lot 2 is approximately 0.8 acre. Lots 3 through 5 are approximately one-half acre. Lot 6 is approximately 0.9 acre. Lots 2 through 6, the smaller lots, are immediately adjacent to the proposed common space.

Lot 9 comprises the common space of 2.0 acres, or approximately 21% of the gross land area of this development. An outdoor grill and picnic table will be placed near the western end of the common area, where existing large trees will provide shade. The common area is covered by a water main easement in favor of Beaver Water District, and no permanent structures may be placed within the easement. The remainder of the site shall remain open space, and will provide space for soccer, football, horseshoes, footraces, family fun, picnics, and other similar recreational activities.

As listed above, accessory buildings, private garages, storage facilities, gazeboes, pergolas, and children's playhouses as set forth in article 6, subsection 2.7 of Chapter 130 – Zoning Ordinance would be allowed; along with private greenhouses and horticultural collections, porches, awnings, screen rooms, sun rooms, pool enclosures, and flower and vegetable gardens. Swimming pools, tennis courts and similar recreation facilities shall be permitted on lots with an area exceeding 0.7 acre (1, 2, 6, 7, 8, and 9); but not on smaller lots (3, 4, or 5) due to site limitations.

With the exception of flower and vegetable gardens, none of the above accessory uses shall encroach on building setbacks, utility easements, or septic systems (including primary and alternate drainage field areas as shown on the plat or as determined by the Designated Representative for each individual lot, whichever restriction is greater.

Exterior finishes for accessory buildings shall conform to the requirements listed in the Development Plan for Dwellings.

On lots 3 through 5, the total area for all accessory buildings and greenhouses shall not exceed 2,000 square feet. On lots 1, 2, 6, 7, and 8 the total area for all accessory buildings, greenhouses, swimming pools, and similar recreational facilities shall not exceed 2,000 square feet; except that the lot owner may petition the Architectural Review Committee for an additional area of up to 2,000 square feet (up to 4,000 square feet total) which may be approved or denied at the sole discretion of the Architectural Review Committee.

Garages and carports conforming to the requirements listed above are optional, and are not mandatory. Off-street parking shall be provided in accordance with Article 7 of Chapter 130 – Zoning Ordinance, except that neither residential driveways nor provided parking spaces shall be covered with an impervious surface. Driveways and off-street parking spaces shall be surfaced with crushed stone aggregate base and shall be regularly maintained by the occupant and/or landlord so that the surface is firm, stable, and usable. If otherwise surfaced, driveways and off-street parking spaces shall be covered with pervious material as approved by the Architectural Review

Committee. Nothing in this article shall supersede the applicable requirements of the Americans with Disabilities Act or the Fair Housing Act.

The primary use of the development is single-family residential. The following specific use units would be allowed within the development:

USES PERMITTED.
Unit 1, city-wide public uses by right.
Unit 8, single-family dwellings.
Unit 29, home office.

CONDITIONAL USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION.
Unit 2, city-wide uses by conditional use permit.
Unit 3, utility facilities.

All exterior walls of all Dwellings erected on the Lots shall be finished with brick, stone, faux stone veneer construction, or concrete composition siding (such as Hardie® siding), vinyl or metal siding. Dormers or gables may be covered with any of the materials, or with wood, or with vinyl siding. Cedar trim may be utilized on windows and corners, or in similar accent roles. Soffits and fascia may be covered with steel, aluminum, PVC, or concrete composition materials. Roofs shall be covered with shingles using architectural composition or better. All street facing (front elevations for corner lots) windows may be true light or divided light. All replacement windows must be approved by the ARC. Any colored or decorative glass on street facing elevations must be approved by the ARC.

All Lots shall be maintained, mowed, and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall seed the entire Lot, provided, however, that this section shall not apply to Developer during construction and development of the Development. If Owner allows grass to grow such that it is more than eight (8") inches high, Developer or Association, shall have the right, but not the obligation, to have it mowed without giving notice to the Owner and shall charge a seventy-five dollars ($75.00) service charge for arranging the mowing in addition to the amount it costs Developer or Association to have it mowed. All lots must include design criteria sufficient to reduce runoff and adhere to Best Management Practices (BMPs) of the Karst Recharge Zone. Plans must be included in final submission review to the ARC.

This development is planned as a small residential subdivision, with single-family homes placed on lots varying in size from approximately one-half acre to approximately one acre. A common area consisting of approximately two acres of open pasture with some shade trees is proposed along the southern boundary of the site, and is 100 feet in width. Those lots that contain less than one acre in area will be adjacent to the common area. An outdoor grill and picnic table will be placed near the western end of the common area, where existing large trees will provide shade.

The common area is covered by a water main easement in favor of Beaver Water District, and no permanent structures may be placed within the easement. The remainder of the site shall remain open space, and will provide space for soccer, football, horseshoes, footraces, family fun, picnics, and other similar recreational activities. No community swimming pool, clubhouse, or other common facility is proposed beyond that which is described. The lots vary in size from just under one-half acre to just over one acre, providing sufficient outdoor space and opportunities for private improvements. The development is intended to blend in with surrounding residential uses which, until recently, have been fairly rural in nature, while providing an opportunity to enjoy the setting for those who cannot afford to purchase and/or maintain large tracts of land.

The common area will be mowed and maintained by the POA. Grassed areas that are within the right-of-way and adjacent to residential lots that are part of Hawksview Subdivision shall be kept free from tall grass, weeds, debris and other growths, articles, and things by the Occupants of said lots, in accordance with Springdale Code of Ordinances Section 42-77(f). The right-of-way of Hawksview Drive where it is not adjacent to any lot of Hawksview subdivision, from Brown Road southward to the north lines of lots 1 and 8, extended, shall be kept free from tall grass, weeds, debris and other growths, articles and things by the POA.

The primary street is proposed to be constructed within a 43-foot right-of-way (the entrance street will be partially located within a 50-foot right-of-way), and will consist of a 24-foot wide asphalt section with 4-foot gravel shoulders as allowed under Springdale Code of Ordinances Section 112-4 in “estate” subdivisions in the bulk of the subdivision. At the request of Springdale’s Public Works Director, the street section north of the north line of lots 1 and 8 (extended) will have the shoulders covered in sod instead of gravel, to reduce transportation of gravel downstream in extreme events. The roadway will be constructed in a manner which will minimize concentration of runoff and maintain a sheet-mode of flow per NWA BMP guidelines, and in consideration of the Karst recharge area. The elimination of sidewalk within the development and the use of gravel residential driveways for the homes, is intended to reduce the amount of impervious area within the development for environmental purposes. The proposed street is to be dedicated to the City as a public street within the aforementioned dedicated street right-of-way.Access to the subdivision will be from East Brown Road as shown on the attached preliminary plat.

No vehicles may be parked overnight in the streets of the Development. No parking shall be allowed on the gravel or sod roadway shoulders at any time. Owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. Furthermore, no semi-trailer trucks or commercial vehicles with a rated capacity larger than two tons (4,000 lb) shall be allowed to park in the Development, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer during construction and development of the Development. No vehicles may be parked in front yard at any time.

The proposed density of the revised development is 8 residential lots plus one, two-acre common area lot on 9.65 acres, or an average residential density of one residential lot per 1.21 acres.

Rezoning has not yet been approved by the City Council. Construction has not yet started, and cannot begin until all required permits are received.

The proposed development is in harmony with the surrounding uses and the master land use plan. It is not anticipated to cause adverse impact to the existing infrastructure in the area. By developing this property as a planned unit development, the neighbors may rest assured when it comes to what will be built on this property, and the manner in which it will be built.

END OF DOCUMENT

DECLARATION OF COVENANTS OF ASSURANCE AND RESTRICTIONS OF HAWKSVIEW PLANNED DEVELOPMENT TO THE CITY OF SPRINGDALE, ARKANSAS

KNOW ALL BY THESE PRESENTS:

That SCOUT ENTERPRISES, LLC, an Arkansas limited liability company, being the owner and developer ("Developer") of the property referenced in Exhibit A, said property having been duly platted as Hawksview Planned Development (the "Development"), an Addition to the City of Springdale (the "City'), Benton County, Arkansas, said plat being recorded in the office of the Clerk and Ex-Officio recorder of Benton County, Arkansas, on [date], in Plat Book ________, Page _______________, for the purpose of keeping said Development desirable, uniform and suitable in architectural design and use as herein specified, and to provide for the orderly development of the Development, does hereby make this Declaration of Covenants of Assurance and Restrictions (this "Declaration") setting forth the following limitations, restrictions and uses of the property in the Development.

Developer does hereby state that this Declaration shall establish covenants running with the land for the period of hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of the lots of the Development and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

It shall be lawful for the Hawksview PD Property Owners' Association (hereinafter referred to as the "Association" and more particularly defined herein) or for any other person or persons owning real property situated in the Development to initiate any proceedings at law or in equity against parties or persons violating or attempting to violate any of this Declaration. The invalidation of any one provision of this Declaration by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

ARTICLE I
Property Subject to this Declaration

1.1 Subject Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located, and situated in Benton County, Arkansas, and which the Development is located on the following lands, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE II

Definitions

2.1 Definitions. The following words, when used in this Declaration or any amendments or supplements thereto (unless the context shall otherwise clearly indicate or prohibit), shall have the respective concepts and meanings set forth below:

a. “Addition” or “Development” shall mean and refer to the property described in Exhibit A and as reflected on the plat set out on Exhibit B and any additions thereto.

b. “ARC” shall mean and refer to the Architectural Review Committee as established herein.

c. “Association” shall mean and refer to Hawksview PD Property Owners Association, an Arkansas unincorporated association, its successors, and assigns.

d. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the Association’s governing documents.

e. “Builder” shall mean a residential builder licensed under Arkansas law.

f. “Common Property” shall mean and refer to any and all areas of land together with all improvements located thereon within the Development which are known, described or designated as such on any recorded development plat of the Development or intended for or devoted to the common use and enjoyment of the members of the Association including but not limited to easements and private drives. The Association shall hold such title to the Common Property as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Property. The Developer reserves the right to affect minor redesigns or reconfiguration of the Common Property.

g. “Declaration” means this Declaration of Covenants of Assurance and Restrictions of Hawksview Planned Development to the City of Springdale, Arkansas.

h. “Developer” shall mean and refer to Scout Enterprises, LLC, and its successors and assigns.

i. “Dwelling(s)” shall mean and refer to a single-family residence on a Lot in the Development that has been issued a certificate of occupancy by the City of Springdale.

j. “Improvement” shall mean and include all Dwellings, buildings and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of any Lot and which may not be included in any of the foregoing.

k. “Lot” or “Lots” shall mean and refer to any plot or tract of land which is designated as a lot on the Plat which is attached hereto and labeled Exhibit B. No lot as set forth on Exhibit B may be further subdivided or split; provided however minor adjustments to lot lines or boundaries may be made from time to time to cure title problems or to resolve procedures created by encroachments so long as such adjustments are first approved by the Board and Developer if any lots are unsold and closed.

l. “Member(s)” or “member(s)” shall mean and refer to each owner of a Lot.

m. “Owner(s)” or “owner(s)” shall mean and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any Lot subject to these covenants.

n. “Plat” shall refer to the Hawksview Planned Development Final Plat set out in Exhibit B attached hereto, as well as any amended plats or additional recorded plats of future approved phases of the Development.

o. “Property” means Hawksview Planned Development to the City of Springdale, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Benton County, Arkansas.

ARTICLE III
Rights Reserved for Developer

3.1 Association board membership. Until all Lots are sold by Developer to third parties, the Board shall consist solely of members appointed and determined by Developer and Developer reserves the right, in its sole discretion, to appoint and remove members of the Board for any reason. Once all Lots are sold, new members of the Board will be selected in accordance with the governing documents of the Association.

3.2 Amendments.

a. Developer reserves the right to amend or supplement this Declaration in any manner necessary:

i. to establish the validity and enforceability of this Declaration or to bring this Declaration into compliance with federal law, the laws of the State of Arkansas or any common law principle or judicial decision that may affect the validity and enforceability of this Declaration;

ii. to carry out the purposes of the Development established in this Declaration;

iii. to correct an error or omission, or to address and/or correct any matter required by any lending institution, public body or title insurance company;

iv. to facilitate the operation and management of the Development and the Association, or the sale of Lots.

b. In order to become effective, however, any amendment by the Developer must be approved by the City of Springdale, and shall become effective upon the recording of an instrument executed by the Developer in the real estate records of Benton County, Arkansas, setting forth the amendment.

ARTICLE IV
Restrictions on Residential Lots

4.1 Fences. Fences shall be constructed of wood, metal, PVC, or other similarly approved materials. All privacy fences shall be constructed so that the framing shall be toward the inside of the Owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Any fence, once constructed, must be maintained by the property owner who had it constructed or their successor-in-interest. There shall be an access gate upon each of said approved fences for the purpose of allowing utility personnel and other public employee's access to the Lots in the performance of their respective public duties.

4.2 Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Lot.

4.3 Animals. No animals shall be kept or maintained on any Lot except the usual household pets. All Owners shall comply with applicable laws, ordinances and regulations concerning animals.

4.4 Garbage and Refuse Disposal. No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles. All Owners shall be required to have a mandatory trash pick-up as provided or required by the City of Springdale, Arkansas.

4.5 Limited Access. There shall be no access to any Lot on the perimeter except from designated streets or roads within the Development.

4.6 Communication Towers and Satellite Dishes. No communications mast, tower, or structure may be installed on any Lot, except that satellite dishes may be installed only on the rear roof of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling.

4.7 Parking on the Streets. Owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. No vehicles may be parked in front yard at any time. Similarly, there shall be no parking on any gravel or sod roadway shoulders in the Development.

4.8 Structures other than Dwellings. No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the rear or side yard of a Dwelling provided that the plans are submitted to the Association's ARC for its approval. The restrictions contained in this section shall not apply to the Developer during construction and development of the Development.

4.9 Recreational Vehicles and Boats. Recreational and camping vehicles, trailers and boats may not be stored and parked on the Lots except behind the Dwelling . On lots with two front yards, recreational vehicles and boats shall be kept behind the dwelling as viewed from the front of the dwelling approved by the ARC.

4.10 Minimum and Maximum Square Footage. All Dwellings in the Development shall have a minimum of one thousand (1,000) square feet of heated area on the first floor, regardless of whether the dwelling is single story or two story. The minimum square footage requirement is exclusive of garages, porches, patios, and decks. Irrespective of other provisions regarding amendments of these covenants, the minimum square footage requirements cannot be amended except with the express approval of the Developer. No dwelling shall be larger than four thousand (4,000) square feet, exclusive of garages, porches. Each dwelling shall be a 3 bedroom and 2 bath design.

4.11 Restriction of Type of Dwelling. There shall be no Dwellings erected on any Lot other than a detached single-family dwelling.

4.12 Garages. Garages are not required. Developer reserves the right to review and approve garages that are both attached and unattached. No garage door opening shall be taller than twenty feet (20'). Nonattached garages must be reviewed and approved by the ARC.

4.13 Approval of Plans by ARC. All plans for improvements to be constructed on each Lot shall be first submitted for review and approval by the ARC. Approval by the ARC must be obtained in writing before construction of any improvement on any Lot begins and any variances to the improvement initially approved must be authorized in writing by the ARC. All improvements must meet all applicable city codes, ordinances and procedures. Developer is exempt from this requirement to obtain written approval from the ARC.

4.14 Exterior of Dwellings. All exterior walls of all Dwellings constructed or moved on the Lots shall be finished with brick, stone, faux stone veneer construction, or concrete composition siding (such as Hardie® siding), vinyl, wood or metal siding. Dormers or gables may be covered with any of the materials or vinyl siding. Soffits and fascia may be covered with steel, aluminum, PVC, or concrete composition materials. Roofs shall be covered with shingles using architectural composition or better. All street facing (front elevations for corner lots) windows may be true light or divided light. All replacement windows must be approved by the ARC. Any colored or decorative glass on street facing elevations must be approved by the ARC.

4.15 Lot Maintenance. All Lots shall be maintained, mowed, and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the

Owner shall seed the entire Lot, provided, however, that this section shall not apply to Developer during construction and development of the Development. If Owner allows grass to grow such that it is more than eight (8") inches high, Developer or Association, shall have the right, but not the obligation, to have it mowed without giving notice to the Owner and shall charge a seventy-five dollars ($75.00) service charge for arranging the mowing in addition to the amount it costs Developer or Association to have it mowed. All lots must include design criteria sufficient to reduce runoff and adhere to Best Management Practices (BMPs) of the Karst Recharge Zone.

4.16 Landscaping. Landscaping shall be installed in accordance with Best Management Practices for the karst. Proposed changes to the landscaping that shall affect or alter more than 10% of the lot must be reviewed by the ARC. Owner is responsible for the maintenance of all LID techniques used including but not limited to the maintenance of rain barrels, guttering, plants, and driveways. Plants that die must be replaced with similar plants. This is in keeping with the BMPs for the karst and LID techniques that are unique to this subdivision.

4.17 Platted easements. All Lots are subject to easements that are shown on the Plat, including, but not limited to, easements for fences and entry signs.

4.18 Covenants to Run with the Land. All covenants and restrictions set forth in this Declaration are to run with the land and shall be binding on all parties, their successors, heirs and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, that any time after the date this Declaration is recorded, the covenants and restrictions may be amended at any time by the record owners of at least sixty percent (60%) of the votes entitled to be cast by owners of Lots. The Developer shall have four (4) votes per Lot which Developer owns. All other Lot owners shall have one (1) vote per Lot. Such amendments shall be made and executed by said record owners so as to be recorded with the registrar of deeds of Benton County, Arkansas.

Provided, further, that after the expiration of the thirty (30) year period set forth above and any time within six (6) months from said expiration, a majority of the Lots, through their record owners, may express their intention, in writing, so drafted and executed as to be recorded with the registrar of deeds in Benton County, Arkansas, that they no longer care for the covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, this Declaration shall continue for additional periods of ten years, and for any such ten-year period, said covenants may be terminated in accordance with the terms for the original termination

4.19 Sex Offender Restriction. No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Ark. Code Ann. 12-12-901, et seq., as amended from time to time or any other similar federal, state, or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the development either permanently or temporarily.

4.20 Driveways. Access driveways and parking areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material. Lot owners are responsible for the maintenance of driveways and yard maintenance around driveways. Driveways and off-street parking spaces shall be surfaced with crushed stone aggregate base and shall be regularly maintained by the occupant and/or landlord so that the surface is firm, stable, and usable; and must remain free of ruts, grass, weeds, and other vegetation.

4.21 Building Height. No Dwelling shall be erected, altered, or placed on a Lot which shall contain more than two (2) stories.

4.22 Conflicts. If any covenant or restriction in this Declaration conflicts with a provision of any planned unit development ordinance (the "PUD Ordinance"), which includes the development plan, the terms of the PUD Ordinance (and by extension, the development plan) shall control.

ARTICLE V
Property Owners' Association

5.1 Association. The Association has been or will be formed as an unincorporated association. All Lot Owners must be members of the Association, and each shall automatically become a member of the Association upon the conveyance of a Lot to him or her. The Association shall be governed by By-Laws accepted and approved by the Association. All association memberships will pass with Lot ownership in the Development. All Lots will carry one (1) vote in the Association, except that the Developer shall have four (4) votes per Lot which Developer owns.

5.2 Creation of Lien: Each Owner of any Lot of the Development, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges; and special assessments for capital improvements and other purposes. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In no event shall an annual or special assessment be applicable at any time to any Lot owned by the Developer and the Developer shall not be obligated to pay any annual or special assessment.

5.3 Purpose of Assessments. The assessments levied pursuant hereto by the Association shall be used for the purposes of acquisition, improvement and maintenance of the Common Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and modifications thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In addition, assessments may also be used for expenses related to the necessary and reasonable operation of the Association, including, but not limited to, collection of assessments and related costs and enforcement of the covenants and restrictions of the Development.

5.4 Basis and Maximum of Annual Assessments: The annual assessment for each lot shall be $200.00. An Owner's first such assessment shall be prorated and paid to the Association at closing according to time of conveyance of a Lot to the Owner. The annual assessment may be increased, as hereinafter provided, by a majority vote of the votes entitled to be cast by the members of the Association for the next succeeding "assessment year" (beginning January l) and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than twenty-five percent (25%) above the prior year's annual assessment. Said annual assessment shall be payable in advance on the 1st day of January each year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

5.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized hereinabove, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes entitled to be cast by members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

5.6 Quorum for any Action Authorized Under This Article. The quorum of any action authorized by this Article, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in this Article.

5.7 Late Payment of Assessments. As hereinabove provided, each annual assessment shall be due and payable on the 1st day of January of each year. In the event of default as to any payment (annual or special), and if the default is not remedied within ninety (90) days, the Association shall have the option of taking such action as permitted by law or equity and by this Declaration and the By-laws of the Association. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than ninety (90) days delinquent. Costs of collection of the assessment, including reasonable attorneys' fees therefor, shall also be assessed.

5.8 Duties of the Board of Directors. In addition to the other duties of the Board of Directors as may be set forth herein or in the By-laws of the Association, the said Board of Directors shall fix the date of any special assessment against each lot for any special assessment period at least thirty (30) days in advance of such special assessment, written notice of the special assessment shall thereupon be sent to every member subject thereto at the last known mailing address of such member.

5.9 Effect of Non-Payment of Assessment and the Lien Remedies of the Association. If the assessments (annual or special) are not paid on the date when due, then such assessment shall be come delinquent as provided in this Article and shall, together with such interest, late charges thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the lot which shall bind such lot in the hands of the then owner, its successors, heirs, devisees, personal representatives and assigns. If the assessment is not paid as provided herein, it shall bear interest from date of delinquency at the maximum rate of interest allowed by law, not to exceed ten percent (10%) per annum, and the Association may foreclose the lien against said lot, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred by the Association.

5.10 Subordination of the Lien or Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

5.11 Suspension of Rights of Membership: Prior to the foreclosure of any lien upon any lot subject to this Declaration, the Board of Directors of the Association may elect to suspend all membership rights of any member or members of the Association who are delinquent in any payment due to the Association for more than thirty (30) days, with such suspension to continue for so long as any such delinquency exists. Further, the Board of Directors may suspend membership rights for a period not to exceed thirty (30) days for the infraction of any rules or regulations by the member, family of the member or guest of the member, relating to the use of any of the common properties. Suspension of membership rights shall be effective from the date that notice of suspension is mailed to the member via U.S. Certified mail, return receipt requested, postage prepaid, to the last known address of the said member.

5.12 Cancellation and Hearing. The said Board of Directors may elect to permanently cancel the membership and all membership rights of any member who is delinquent in any payment due to the Association for more than ninety (90) days or when such member, family of the member, or guest of the member are guilty of repeated or flagrant violation(s) after a hearing conducted by said Board of Directors, which notice of such hearing mailed to such member at least thirty (30) days in advance of said hearing date, and further provided that such member may appeal any such decision of said Board of Directors to the membership of the Association by such affected member calling a special meeting of the membership of the Association by notice mailed to each member at least ten (10) days in advance of the desired special meeting date, and said notice setting forth the time, date, place and purpose of said meeting. A majority vote of the votes entitled to be cast by the members of the Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret ballot. Notice shall be mailed by the member via U.S. Certified mail, postage prepaid, return receipt requested.

5.13 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (sometimes referred to as the "Board"). The Board, for the benefit of the Association, the Development, and the Owners, may provide and may pay for, out of the assessment fund(s) provided above, any or all of the following:

a. Care, preservation and maintenance of the Common Property and any property in the road right-of-way leading to the Property;

b. Taxes, insurance, and (including, without limitation, electricity, gas, water, and sewer charges), if any, which pertain to the Common Property only;

c. The services of any person or firm (including the Developer and any affiliates of the Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager hired by the Board;

d. Legal and accounting services; and

e. Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations, taxes, or assessments which the Board is required to obtain or pay for pursuant to the terms of Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association and the Development or for the enforcement of this Declaration.

5.14 Other Powers. The Board shall have the following additional rights, powers, and duties:

a. To enter into contacts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

b. To make reasonable rules and regulations for the operation of the Common Property and, subject to the limitations herein, to amend this Declaration from time to time; and

c. To contract with any Owner (including, without limitation, the Developer) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interests of the Association.

5.15 Liability Limitations. Neither any member or Owner nor the directors and officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or otherwise. The Developer and the Association and their respective directors, officers, agents, and employees, shall not be held liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

5.16 Reserve Funds.

a. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses.

b. The Board shall establish and maintain a Legal Reserve Fund that shall be funded initially with $2,500 from the Developer. Additional amounts may be deposited to the fund at the discretion of the Board.

ARTICLE VI
Architectural Review Committee

6.1 Designation of ARC. The ARC shall be comprised of at least two (2) and not more than five (5) members who shall be natural persons. Initially, the ARC shall consist of Cammie Scott, Tim Scott, Toni Fitzpatrick, or their assigns, who shall serve until their resignation. Should any of the initial ARC members resign, the non-resigning members shall appoint the successor. Upon the resignation of all the initial ARC members or after all Lots are sold by the Developer to third-parties, the Association may change the number and composition of the ARC in accordance with the Association’s governing documents.

6.2 Function of the ARC. No dwelling, building, structure or other improvement shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a dwelling, building, structure or other improvement shall be made and no landscaping performed unless complete plans, specifications, and site plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, sewage systems and the grading plan shall have been submitted in writing to and approved in writing by the ARC prior to the commencement of construction. Once the ARC has approved the plans and specifications, the ARC shall issue a permit to the Owner authorizing to commence the construction (“Permit”). A copy of the plans, specifications, and Lot plans as finally approved shall be deposited with the ARC. The ARC shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the ARC shall be final, conclusive, and binding upon the applicant. It is the responsibility of the owner to ensure they are following all codes, ordinances and guidelines set forth in the City of Springdale. ARC approval shall be obtained before seeking a building permit from the City of Springdale.

6.3 Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

a. A statement by the Owner and his architect, designer or other qualified person undertaking the design of the proposed improvements that such parties have visited the site and have reviewed and are familiar with the applicable provisions of this Declaration, including the following design guidelines.

b. Floor plans for all floors indicating interior room dimensions and use, the location and size of exterior windows, doors and other openings, the location of mechanical and electrical systems, or any other conceptual plans for which a review is requested by the ARC.

c. Exterior elevations providing the exterior views of all structures, fences, signs, and similar improvements. The elevations shall include a brief description of all exterior materials, colors, and finishes, including without limitation those of the walls, roofs, trim, chimneys, doors, and windows. Building elevations shall be provided for all sides of the dwelling.

d. A site plan drawn to scale indicating (i) Property lines, including streets, rights-of-way, easements, set back lines and all dimensions; (ii) Existing grade and location of proposed cut and/or fill, indicating approximate slope and height or depth of each (2' minimum interval); (iii) Proposed sewer system footprint; (iv) Drainage plans indicating drainage patterns away from building to swales, culverts and other drainage facilities; (v) location of contractor's temporary facility, outhouses and other temporary structures and items, to be used during construction; and (vi) Any temporary access to the site.

e. Specifications or color boards as necessary to describe the (i) exterior wall materials and colors; (ii) roof materials and colors; (iii) door materials and colors; (iv) chimney materials; (v) stained or colored pavement materials; (vi) fencing and screening material; and (vii) any other exterior site improvements. Color and material descriptions shall be keyed to the exterior elevations, differentiating between general wall colors, fascia, railing, structural elements, door, trim and accent colors, and other elements of the structure.

f. A fee in the amount of $200.00 (checks are to be made payable to the Association) for costs or expenses the ARC may incur in reviewing, or having professionals review, the plans and specifications as submitted. Such fee shall be non-refundable. The ARC reserves the right to waive all of or a portion of this fee. The Developer is exempt from this fee requirement.

ARTICLE VII

Rights Involving Common Properties

7.1 <u>Members' Easement for Enjoyment</u>. Subject to the provision of this article and related provisions set forth elsewhere herein, every member shall have a right of enjoyment in and to the Common Properties, subject to the rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

7.2 <u>Extent of Members' Rights of Enjoyment</u>. The rights of easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association to borrow money for the purpose of acquiring, constructing, improving, and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the members, and if necessary to have other relief as permitted by law;

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

c. The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association;

d. The right of the Association to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the common properties;

e. The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement of enjoyment as to the common properties by reason of ownership of a lot;

f. The right of individual members to have exclusive use of any of the common properties as from time to time as may be granted by the Board or its designate; and

g. The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

ARTICLE VIII
Miscellaneous

8.1 Violations. If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Development, as well as the Association and the City of Springdale, to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

8.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

8.3 Severance. If any provision of this Declaration or any section, clause, phrase, word or the application thereof in any circumstances is held to be invalid, the validity of the remainder of this Declaration and of the application of the remaining provision shall not be affected thereby.

8.4 Waiver. Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by the other party, its heirs, successors or assigns, subject to this Declaration, shall not constitute a waiver of that party's right to exercise such option upon future breach

IN WITNESS WHEREOF, Scout Enterprises, LLC, has caused this Declaration for Hawksview Planned Development, an Addition to the City of Springdale, Arkansas, to be duly executed by the undersigned in accordance with its governing documents.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this ____ day of ____________, 2022.

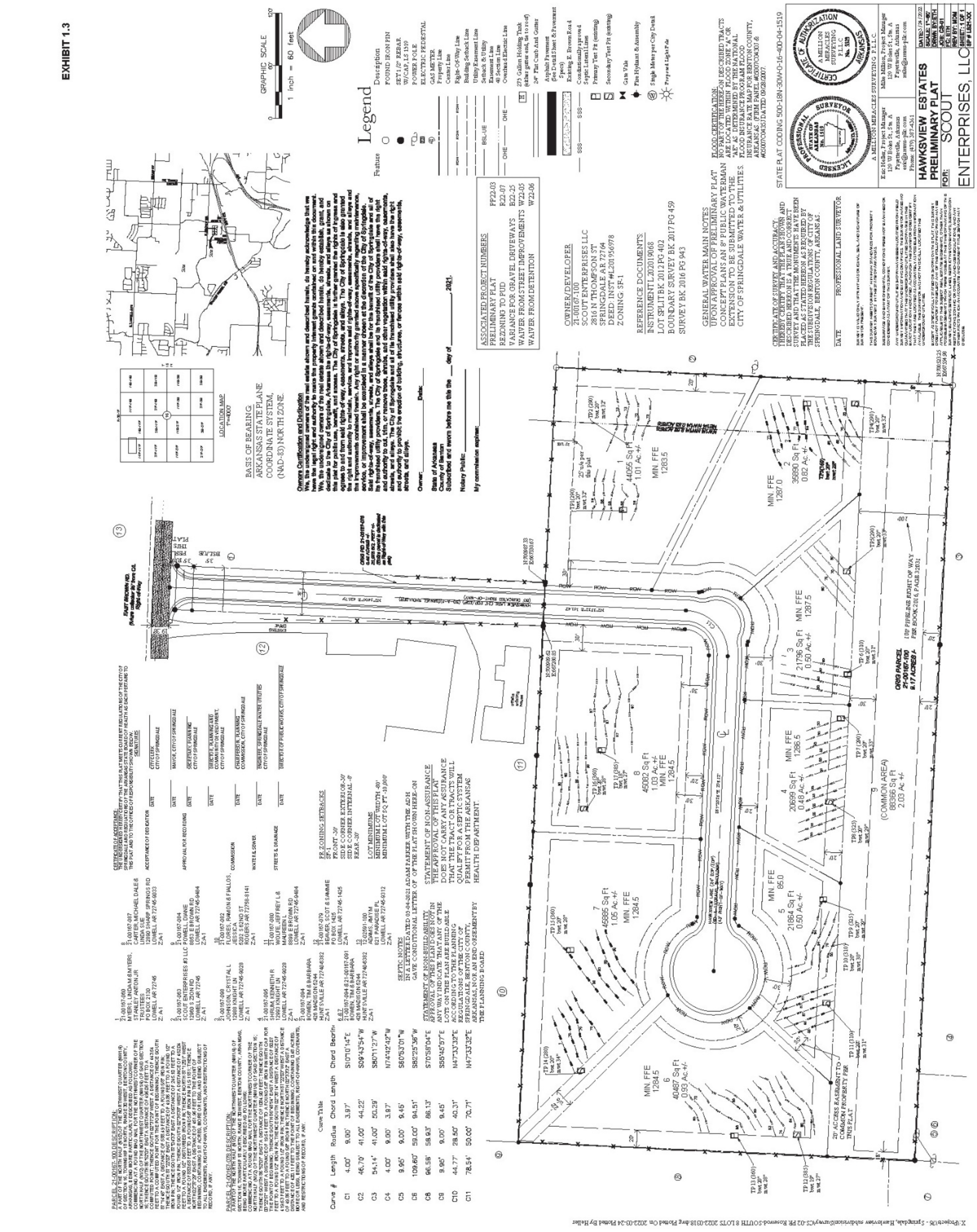
DEVELOPER:

SCOUT ENTERPRISES, LLC

By: ______________________________
Cammie Scott, Manager

EXHIBIT 1.3

Exhibit A



BY-LAWS OF
HAWKSVIEW PD PROPERTY OWNERS ASSOCIATION

ARTICLE I
Registered Office

Hawksview PD Property Owners Association (the "Association"), an unincorporated association in the state of Arkansas, may have other offices within the State of Arkansas as may be determined from time to time by its Board of Directors (the "Board").

ARTICLE II
Adoption of Declaration of Covenants and Restrictions as a Part of By-Laws

2.1. Adoption by Reference. The Declaration of Covenants of Assurance and Restrictions for the Hawksview Planned Development (the "Declaration") for the property therein as shown in File Numbers ____________________ of the Real Estate Records of Benton County, Arkansas, and amendments thereto or hereafter made, if any, are hereby adopted and incorporated as a part of these By-Laws by reference as fully as though same were set out herein word for word. Said Declaration was signed by all record owners of property in the Hawksview Planned Development. The definitions contained in the Declaration are incorporated herein by reference.

2.2. Declaration to Control. In the event any provisions contained in these By-Laws or any rule or regulation of the Association or any other action of the Association shall be in conflict with the Declaration, then the Declaration shall control.

ARTICLE III
Association Membership and Meetings

3.1. Membership Eligibility. Membership in the Association shall be as set forth in Article 5 of the Declaration and voting rights shall be in accordance with said Declaration.

3.2. Succession. The membership of each Lot Owner shall automatically terminate when said lot owner ceases to be a Lot Owner and upon the conveyance, transfer or other disposition of a lot, said Lot Owner's membership in the Association shall automatically be transferred to the new lot owner.

3.3. Regular Meetings. The members shall annually hold a regular meeting, one of the purposes of which shall be to elect directors. The first regular annual meeting of members may be held, subject to the terms hereof, on any date, at the option of the Board, within one (1) year after the formation of the Association. Subsequent to the first meeting, there shall be a regular annual meeting of members held each year within thirty (30) days of the anniversary of the first regular annual meeting. All such meetings of members shall be held at such place in Benton County or Benton County, Arkansas, and at such time as is specified in the written notice of such meeting.

Subject to the terms of the Declaration, such notice shall be mailed to or otherwise delivered to all members at least ten (10) days and not more than sixty (60) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

3.4. Special Meetings. Special meetings of the members may be called by the President or by a majority of the directors, or by fifty percent (50%) or more of the members. Special meetings shall be called by delivering written notice to all members not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purposes of the special meeting.

3.5. Delivery of Notice of Meetings. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either personally or by mail to a member at the address given to the Board by said member for such purpose, or to the member's lot, if no address for such purpose has been given to the Board. Upon request, any holder of the first mortgage shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting.

3.6. Waiver of Notice. Waiver of notice of meetings of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

3.7. Voting. Voting rights shall be as set forth in the Declaration unless membership rights of a member have been suspended or canceled as permitted by the provisions of said Declaration.

3.8. Voting List. A list of names and addresses of members entitled to vote shall be available to any member from the Secretary upon written request at any time within ten (10) days of any regular or special meeting.

3.9. Quorum. Subject to the terms of the Declaration, a quorum of members for any meeting shall be deemed present throughout such meeting if members represented in person or by proxy and holding more than one-half of the votes entitled to be cast at such meeting are present at the beginning of such meeting.

3.10. Adjournment. Any meeting of the members may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

3.11. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Presence in person at the meeting for which a proxy is given or transfer of ownership of a lot shall automatically revoke the proxy.

3.12. Consents. Any action which may be taken by a vote of the members may also be taken by written consent signed by all members.

3.13. Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and members.

ARTICLE IV
Board of Directors

4.1. Composition. The affairs of the Association shall be governed by the Board. The initial Board shall be comprised of Cammie Scott, Tim Scott, Toni Fitzpatrick, who shall serve until their resignation or until all of the lots owned by the Developer are sold to third-parties. If only any one of them resigns, the other two who are still serving may appoint another Director to serve. After all initial members are no longer on the Board, the Board shall be composed of at least three (3) but no more than five (5) persons and future directors shall be owners of lots in the Development, including an agent of the Developer should the Developer still own a lot or lots at the time of the election. The precise number of directors may be amended from time to time by resolution of the Board. Provided that should the Board elect to change the number of directors, such change shall be included in the notice of the annual meeting sent to the members of the Association.

4.2. Term of Office. All directors elected at any subsequent annual or special meeting shall serve for three (3) year terms and until their successors are qualified and elected; provided, however, upon expiration of the term of the initial Board of Directors the term of the directors shall be as follows:

One director for one (1) year
Two directors for two (2) years
Two directors for three (3) years

Upon election of the board they shall draw for their term. Thereafter, each director shall serve for three (3) years or until their successor is qualified and elected.

4.3. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of votes entitled to be cast of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

4.4. Vacancies. Vacancies in the Board caused by any reason, including the addition of a new director or directors shall, be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board and the new directors shall serve for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

4.5. Compensation. No director shall receive compensation for any service rendered to the Association. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties as a director.

4.6. Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of two (2) members appointed by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate, by position number, any number of qualified individuals, but no less than the number of directors to be elected. The nominations shall be made at least ten (10) days prior to the annual meeting. Any member of the Association in good standing may nominate, by position number, any qualified individual or individuals for the position of director by filing a written nomination with any duly elected officer of the Association at least ten (10) days prior to the annual meeting. A list of the nominees, by position number, shall be included in the notice of annual meeting. No nominations shall be allowed from the floor at the meeting. Failure to comply with the provisions hereof shall in no way invalidate the election of directors so nominated and elected at any annual meeting.

4.7. Elections. Directors to be elected by the members shall be elected, by position number, from among those nominated, by a majority of the votes entitled to be cast at the annual meeting, a quorum being present.

4.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least annually. The Board shall meet within ten (10) days after each annual meeting of the members.

4.9. Special Meetings. Special meetings of the Board may be called by the President on three days' notice to each director given by mail, in person or by telephone or other electronic means, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

4.10. Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which fifty percent (50%) or more of the directors are present at the beginning of such meeting.

4.11. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

4.12. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

ARTICLE V
Powers and Duties of Directors

The Board shall exercise for the Association all powers, duties and authority vested therein by the Declaration or these By-Laws, except for such powers, duties and authority reserved thereby to the members of the Association. The Board shall have the following powers and duties

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association in accordance with any provisions in the Declaration;

(c) to engage the service of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Areas and all other property and obligations of the Association as referred to in the Declaration or any part thereof for the members, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both; provided, that such managing agent shall not be engaged for periods of more than one (1) year without board approval;

(d) to administer, maintain, manage and operate the Common Areas as long as owned by Developer or the Association and to formulate policies therefor;

(e) to adopt rules and regulations, with written notice thereof to all members, governing the details of the administration, management, operation and use of the Common Areas, and to amend such rules and regulations from time to time;

(f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Areas and payments therefor, as well as any other obligations or rights of the Association pursuant to the Declaration, including maintenance of the property adjacent to the road right-of-way north of the Subdivision leading to Brown Road, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;

(g) to have access to each lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas;

(h) to obtain adequate and appropriate kinds of insurance;

(i) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement administration, management and operation of the Common Areas as well as to discharge any obligation or right of the Association pursuant to the Declaration, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);

(j) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(l) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the members their respective shares of the common expenses, and to levy fines and special assessments against one or more occupants in accordance with the Declaration;

(m) to keep detailed, accurate records of the receipts and expenditures of the Association in discharging its obligations and rights;

(n) to act in a representative capacity in relation to matters involving the Common Areas or more than one lot, on behalf of the lot owners, as their interests may appear;

(o) to enforce by legal means the provisions of the Declaration and these By-Laws with respect to the Property;

(p) to renew, extend or compromise indebtedness owed to or by the Association;

(q) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the votes entitled to be cast of the members as expressed in a resolution duly adopted at any annual or special meeting of the Association; and,

(r) in addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall (i) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

5.1. <u>Nondelegation</u>. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the members.

ARTICLE VI
<u>Officers and Their Duties</u>

6.1. <u>Designation</u>. At each regular meeting of the Board immediately following the election of the Board by the members, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) A President, who must be a director and who shall preside over the meetings of the Board and of the members, and who shall be the chief executive officer of the Association.

(b) A Secretary, who shall keep the minutes of all meetings of the Board and of the members, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, and may be a representative of the Managing Agent;

(c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; provided, however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board; and

(d) such additional officers as the Board shall see fit to elect.

Any two (2) or more offices may be held by the same person, except offices of President and Secretary.

6.2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

6.3. Term of Office. Each officer shall hold office for the term of one (1) year or until his successor shall have been appointed or elected and qualified. Officers may serve for more than one (1) term.

6.4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote at a special meeting of said Board. Any officer so elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

6.5. Compensation. No officer shall receive compensation for any service rendered to the Association. Any officer may, however, be reimbursed for actual expenses incurred in the performance of duties as an officer.

6.6. Removal. Any officer elected by the Board may be removed from office, either with or without cause, by a majority vote of the Board.

ARTICLE VII
Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are also directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exist:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE VIII
Indemnification

8.1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board and the Developer against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such directors, Board, officers, committee members or Developer, on behalf of the members, or arising out of their status as directors, Board, officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense or any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Developer may be involved by virtue of such persons being or have been such director, officer, Board, committee member or Developer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Developer, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Developer.

8.2. Success on Merits. To the extent that the Board, Developer, a director, officer of the Association or member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 8.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.3. Expenses in Advance of Disposition. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, Board, committee member or Developer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

8.4. Non-Exclusive Remedy. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Developer, a director, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

ARTICLE IX
Use Restrictions and Rule Making

9.1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of lots and the Common Areas, provided that copies of such rules and regulations be furnished to all members. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the lot and to suspend a member's right to vote or to use any of the Common Areas for violation of any duty imposed under the Declaration, these by-Laws or any rules and regulations duly adopted hereunder.

(a) Procedure. The Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member or other occupant for violation of rules unless and until the procedures reflected in the Declaration and the following supplemental procedures have been followed.

(b) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing, if the violation is not continuing.

(c) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be at least thirty (30) days in advance of the hearings; (iii) an invitation to attend the hearing and provide any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(d) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE X
Membership Dues

10.1. Dues. The dues and assessments shall be the amount as set forth in the Declaration or as changed from time to time as set forth in the Declaration.

ARTICLE XI
Amendments

11.1. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to any mortgagee without the prior written consent of said mortgagee(s). These by-laws may be amended by a vote of seventy five percent (75%) of all of the available votes voting for such amendment, with the members to have the votes as set forth in the Declaration.

ARTICLE XII
Miscellaneous

12.1. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a member, at the address which the member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the lot of such member; or

(b) If to the Association, the Board of the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the members pursuant to this paragraph.

12.2. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

12.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and if no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

12.4. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

12.5. Fiscal Year. The fiscal year shall be set by resolution of the Board.

12.6. Audit. An audit of the accounts of the Association shall be made annually as a common expense by a public accountant, and a copy of the report shall be furnished to each member who requests a copy in writing.

12.7. Mortgagees' Notice. A first mortgagee, upon written request, will be entitled to written notification from the Association of any default by an individual lot owner, who is the mortgagee's mortgagor, of any obligation arising from the Declaration not cured within thirty (30) days.

The foregoing By-Laws adopted by the President of Hawksview PD Property Owners Association on the ______ day of March, 2022 and approved by the Developer on the _______ day of March, 2022.

DEVELOPER:

SCOUT ENTERPRISES, LLC

By: ______________________________
Cammie Scott, Manager

ASSOCIATION:

HAWKSVIEW PD PROPERTY OWNERS ASSOCIATION

By: ____________________________________
Cammie Scott, President

Modifications Made to Hawksview Subdivision
June 14, 2022

I. Animals

- Original plan allowed limited numbers of chickens and rabbits to be maintained in subdivision
- Updated plan removes these allowances; only household pets arepermitted
  - Subdivision must conform with Springdale ordinances on animals and household pets

II. Curb and Gutter/Road

- Original plan had 24’ asphalt road with 4’ gravel shoulders
- Updated plan has 24’ asphalt road with sod installed up to asphalt
  - Gravel shoulders were removed to address risk of gravel washing in heavy rains
  - Covenants amended to require POA and/or lot owners to mow grass in right-of-way
  - Conforms with Code Sec. 112-4
  - Recommended by Springdale Public Works Director and Engineering Director

III. Permitted uses within PUD

- Original plan proposed allowance for Use 1 (city-wide public uses by right), Use 8 (single-family dwellings), Use 28 (home occupation), and Use 29 (home office)
- Updated plan removes Use 28 from the PUD
  - Springdale’s PUD Guidance includes Use 1, Use 8 and Use 29 as Permitted Uses
  - Springdale’s PUD Guidance lists Use 28 as a conditional use
  - The updated plan removes the request for Use 28

IV. Outbuildings

- Original plan allowed accessory buildings up to 4000 sq. ft.; some lots could petition the ARC for accessory buildings up to an additional 4000 sq. ft. (8000 sq. ft. total)
- Updated plan reduces these sizes by half; accessory buildings up to 2000 sq. ft.; some lots can petition the ARC for accessory buildings up to an additional 2000 sq. ft. (4000 sq. ft. total)
  - Reduced size to mitigate amounts of storm-water runoff

V. LID designs/Lack of Detention

- Original plan did not provide for continued maintenance of LID techniques
- Updated plan requires rain barrel maintenance to be performed by the owners of each lot; requires landscaping to be maintained consistent with BMPs for the Karst Recharge Zone
  - Springdale’s Drainage Standards make provisions for mitigation methods other than detention ponds with “proper documentation” (Section 5.4.5)
  - Springdale approved the use of rain barrels for runoff mitigation as recently as 2019
  - The updated plan meets Springdale’s standards without the need for any variance or waiver

VI. Technical Corrections

- Various minor technical corrections were made to the Development Plan and Covenants
- These corrections were shared with City Planning for review and comment
- Planning provided helpful comments which were addressed by the Developer and incorporated, where appropriate

The City Council of the City of Springdale met in regular session on Tuesday, May 24, 2022, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Building Official
Ron Findley	Neighborhood Services
James Smith	Public Works Director
Ryan Carr	Staff Engineer
Colby Fulfer	Chief of Staff
Angie Albright	Museum Director

AGENDA ITEM CHANGE

Council Member Watson made the motion to move item #16 on tonight's agenda up to item #11B. Council Member Lawson made the second.

The vote:

Yes: Fougerousse, Powell, Williams, Watson, Lawson, Flores, Harriman

No: Overton

PUBLIC HEARING – ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS, SERIES 2022B AND SERIES 2022C TO FINANCE A SEWER PROJECT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

A public hearing was held on an Ordinance authorizing the issuance and sale of Water and Sewer Revenue Bonds, Series 2022B and Series 2022C to finance a sewer project; providing for the payment of the principal of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency.

No comments were made at the public hearing.

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the May 10, 2022 City Council meeting be approved as presented. Council Member Williams made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Williams 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 Harriman made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman Fougerousse

No: None

CITY OF SPRINGDALE EMPLOYEE RECOGNITION

Mayor Sprouse recognized City of Springdale employee Shane Pegram for going above and beyond in his job with Community Engagement to help a citizen in need in Springdale.

RESOLUTION NO. 44-22 – MAKING A REAPPOINTMENT TO THE ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution making the reappointment of Rick Culver to the Advertising and Promotion Commission of the City of Springdale.

RESOLUTION NO. ____

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

WHEREAS, the term for Rick Culver who serves on Seat #4 will expire on May 31, 2022; and

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

WHEREAS, Bill Rogers, President and CEO of the Springdale Chamber of Commerce, has recommended the reappointment of Rick Culver to the Advertising and Promotion Commission; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver is hereby reappointed as a commissioner to fill Seat #4, with a term set to expire on May 31, 2026.

PASSED AND APPROVED this ____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell

No: None

The Resolution was numbered 44-22.

PROPOSED RESOLUTION AUTHORIZING THE SALE OF TWO LOTS ON EMMA AVENUE TO KASIM VENTURES LLC

Mayor Doug Sprouse presented a Resolution authorizing the sale of two lots on Emma Avenue, across from the Jones Center, to Kasim Ventures LLC. The 1.47 acres has been appraised for $465,000. The City of Springdale bought the property back in 2018 for $335,000.

Mr. Kasim has offered to pay the full appraised price and dedicate right-of-way along the east boundary of Parcel No. 815-28444-000 to the City of Springdale as shown on Large Scale Development Plan L22-10.

After discussion, Council Member Harriman moved the Resolution be adopted with an 18 month claw back for start of construction after it closes. The contractor would include in the deed restriction that the city has a right to purchase the property back for the same price if construction is not commenced within the 18 months. Council Member Powell made the second.

The vote:

Yes: Powell, Harriman

No: Williams, Watson, Overton, Lawson, Flores, Fougerousse

The motion failed.

ORDINANCE NO. 5717 - AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS, SERIES 2022B AND SERIES 2022C TO FINANCE A SEWER PROJECT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

J. Shepherd Russell II, Attorney, presented the following Ordinance authorizing the issuance and sale of Water and Sewer Revenue Bonds, Series 2022B and Series 2022C to finance a sewer project; providing for the payment of the principal of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS, SERIES 2022B AND SERIES 2022C TO FINANCE A SEWER PROJECT; 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 proposes to undertake the decommission and remediation of the wastewater treatment facilities in the territory formerly known as Bethel Heights and the acquisition and construction of approximately 6,000 linear feet of sanitary gravity sewer main to alter existing flows from the former Bethel Heights area to the System's wastewater collection system (the "Project"); and

WHEREAS, in order to finance a portion of the costs of the Project, including bond issuance costs, the City is making arrangements for the sale of a $2,054,083 principal amount bond (the "Series 2022B Bond") to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par for a bond bearing interest at the rate of 0% per annum pursuant to a Series 2022B Bond Purchase Agreement (the "2022B Agreement") among the City, the Bondholder and the Arkansas Natural Resources Commission ("ANRC"), which has been presented to and is before this meeting; and

WHEREAS, in order to finance a portion of the costs of the Project, including bond issuance costs, the City is making arrangements for the sale of a $1,000,000 principal amount bond (the "Series 2022C Bond") to the Bondholder, at a price of par for a bond bearing interest at the rate of 0% per annum pursuant to a Series 2022C Bond Purchase Agreement (the "2022C Agreement") among the City, the Bondholder and ANRC, which has been presented to and is before this meeting; and

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

WHEREAS, the City has authorized its Water and Sewer Revenue Bonds, Series 2022A (the "Series 2022A Bonds"), pursuant to Ordinance No. 5071, adopted on April 12, 2022 (the "Series 2022A Bond Ordinance"); and

WHEREAS, the parity provisions of the Series 2006 Bond Ordinance and the Series 2022A 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 Series 2006 Bond and the Series 2022A Bonds (collectively, the "Parity Bonds"); and

WHEREAS, the City is authorized, under the provisions of Amendment No. 65 of the Arkansas Constitution, 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 (collectively, the "Authorizing Legislation"), to issue and sell the Series 2022B Bond and the Series 2022C Bond (collectively, the "bonds"); and

WHEREAS, the Bondholder proposes to pledge the Series 2022B Bond as collateral for the payment of its revolving loan fund revenue bonds (the "ADFA Bonds") pursuant to its general bond resolution, as amended or supplemented from time to time, to the bank or trust company to be named as trustee thereunder (the "ADFA Trustee"); and

WHEREAS, the City is required to pay to the Arkansas Development Finance Authority, as servicer (the "Authority"), a servicing fee equal to 1% per annum of the outstanding principal amount of the bonds (the "Servicing Fee");

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

Section 1. The Project is hereby authorized and shall be accomplished. The Project properties shall be a part of the System. The accomplishment of the Project 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 Project in accordance with the plans and specifications therefor.

Section 2. The sale to the Bondholder of up to $3,054,083 in aggregate principal amount of bonds, consisting of a $2,054,083 Series 2022B Bond and a $1,000,000 Series 2022C Bond, from the City at a price of par for bonds bearing interest at the rate of 0% per annum and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby approved and the bonds are hereby sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the 2022B Agreement and the 2022C Agreement (collectively, the "Agreement") on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement. The Agreement is hereby approved in substantially the form submitted to this meeting with such changes as maybe approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System will be more than fifteen (15) years, which is longer than the term of the bonds.

Section 4. 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 5. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly the Authorizing Legislation 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 Bond, Series 2022B in the principal amount of $2,054,083 and City of Springdale, Arkansas Water and Sewer Revenue Bond, Series 2022C in the principal amount of $1,000,000 are hereby authorized and ordered issued, the proceeds of the sale of which will be used to finance all or a portion of the costs of the Project and pay expenses of issuing the bonds.

The bonds shall bear interest at the rate of 0% per annum based upon a 360-day year of twelve consecutive 30-day months. The Bonds shall be dated the date of delivery to the Bondholder. Interest shall be payable on each April 15 and October 15 after the bonds are issued. Principal shall be payable in installments on October 15, 2024 and each April 15 and October 15 thereafter until the unpaid principal is paid in full as follows:

SERIES 2022B BOND

Date	Amount	Date	Amount
10/15/2024	$97,911	10/15/2029	$102,918
04/15/2025	98,400	04/15/2030	103,432
10/15/2025	98,892	10/15/2030	103,949
04/15/2026	99,387	04/15/2031	104,469
10/15/2026	99,884	10/15/2031	104,992
04/15/2027	100,383	04/15/2032	105,517
10/15/2027	100,885	10/15/2032	106,044
04/15/2028	101,389	04/15/2033	106,574

10/15/2028	101,896	10/15/2033	107,107
04/15/2029	102,406	04/15/2034	107,648

SERIES 2022C BOND

Date	Amount	Date	Amount
10/15/2024	$47,666	10/15/2029	$50,104
04/15/2025	47,904	04/15/2030	50,354
10/15/2025	48,144	10/15/2030	50,606
04/15/2026	48,385	04/15/2031	50,859
10/15/2026	48,626	10/15/2031	51,113
04/15/2027	48,870	04/15/2032	51,369
10/15/2027	49,114	10/15/2032	51,626
04/15/2028	49,360	04/15/2033	51,884
10/15/2028	49,606	10/15/2033	52,143
04/15/2029	49,854	04/15/2034	52,413

The bonds will be registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered RB-1 and RC-1, as appropriate.

Payment of principal and interest shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the bond (except upon final payment) and such payments shall discharge the obligation of the City to the extent thereof. The City Clerk shall keep a payment record and make proper notations thereon of all payments of principal and interest.

Payment of principal and interest shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on a bond have been fully paid, it shall be canceled and delivered to the City Clerk.

Section 6. The bonds shall be executed on behalf of the City by 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. The bonds and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation.

Section 7. The bonds 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)

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF SPRINGDALE
0% WATER AND SEWER REVENUE BOND,
SERIES 2022_

No. R ___-1 [$2,054,083][$1,000,000]

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, Washington County, Arkansas (the "City"), for value received, hereby acknowledges itself to owe and promises to pay to the Arkansas Development Finance Authority, or registered assigns, solely from the special fund provided as hereinafter set forth, the principal sum of

[TWO MILLION FIFTY-FOUR THOUSAND EIGHTY-THREE DOLLARS]
[ONE MILLION DOLLARS]
(or the total principal amount outstanding as reflected
by the Record of Payment of Advances attached hereto)

with interest on the unpaid balance of the total principal amount at the rate of 0% per annum from the date of each advance. The principal and interest shall be payable 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 debts due the United States of America.

Interest on the unpaid balance of the total principal amount shall be payable on October 15, 2022 and on each April 15 and October 15 thereafter. Principal shall be payable in installments on October 15, 2024 and on each April 15 and October 15 thereafter until the unpaid principal is paid as follows:

Date	Amount

(There will be inserted the applicable schedule
set forth in Section 5 of this Ordinance.)

Payments of the principal and interest installments due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the registered owner at his address shown on the bond registration book of the City maintained by the City Clerk as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of providing financing of a portion of the costs of a sewer project and costs of authorizing and issuing this bond, and is 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, Title 14, Chapter 164, Subchapter 4 and Title 14, Chapter 235, Subchapter 2 of the Arkansas Code of 1987 Annotated and applicable decisions of the Supreme Court of Arkansas, including particularly <u>City of Harrison</u> v. <u>Braswell</u>, 209 Ark. 1094, 194 S.W.2d 12 (1946), and pursuant to Ordinance No. 5717 of the City, duly adopted and approved on the 24th day of May, 2022 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the registered owner of this bond.

[Series 2022B - This bond may be assigned with the written approval of the Arkansas Natural Resources Commission ("ANRC"), and in order to effect such assignment the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond along with a written approval of ANRC to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal and interest (as reflected by the Payment Record maintained by the City Clerk), prior to such surrender for transfer.] [Series 2022C- This bond may be assigned to the Arkansas Natural Resources Commission ("ANRC"), and in order to effect such assignment the assignor shall promptly notify the City Clerk by registered mail, and ANRC shall surrender this bond to the City Clerk for transfer on the registration records. ANRC shall take this bond subject to all payments and prepayments of principal and interest (as reflected by the Payment Record maintained by the City Clerk), prior to such surrender for transfer.]

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on and after October 15, 2032, at a prepayment price equal to the principal amount outstanding, plus accrued interest and servicing fees to the prepayment date. Notice shall be given of such prepayment to the owner of this bond or registered assigns at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the owner of this bond or registered assigns at the address as reflected on the bond registration books of the City Clerk.

This bond does not constitute an indebtedness of the City within any constitutional or statutory limitation or provision. This bond is a special obligation payable solely from the revenues derived from the operation of the City's water and sewer system (the "System"). In this regard, the pledge of System revenues in favor of this bond is on a parity with the pledge of System revenues in favor of the City's Water and Sewer Revenue Bonds, Series 2006, Series 2022A and Series 2022___, so long as any of such obligations are outstanding. A sufficient amount of System revenues to pay principal and interest has been duly set aside and pledged as a special fund for that purpose, identified as the "ADFA Bond Fund," in the Authorizing Ordinance. The City has fixed and has covenanted and agreed to maintain rates for use of the System which shall be sufficient at all times to at least provide for the payment of the reasonable expenses of operation and maintenance of the System, to provide for the payment of the principal of and interest on all the outstanding obligations to which System revenues are pledged as the same become due and to provide a depreciation fund, all as set forth in the Authorizing Ordinance.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this bond does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

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 ____ day of ________, 2022.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By ________________________________
Mayor

____
City Clerk

(SEAL)

[A Registration Certificate and Record of Payment
of Advances shall be attached to each bond.]

<u>Section 8</u>. (a) 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.

(b) The City covenants and agrees that the rates established will produce gross Revenues at least sufficient to pay monthly operation, maintenance and funded depreciation expenses of the System, pay the principal of and interest on all outstanding obligations to which Revenues are pledged ("System Obligations"), as the same become due, pay the Servicing Fee as the same become due, and create and maintain any required debt service reserves ("Required Payments"). The City covenants always to maintain rates (including increases as necessary) which will provide for the Required Payments. The rates currently in effect for sewer service shall not be reduced without the prior written consent of ANRC and the Bondholder.

Section 9. 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 10. 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 11. 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 Obligations, 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 12. 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 13. (a) 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 an account of the City in a special fund to be created by the Bondholder and designated "Series 2022B & C" (the "ADFA Bond Fund") for the purpose of paying the principal of and interest on the bonds the amounts specified in (b) below.

(b) In order to pay interest on the bonds, there shall be deposited from moneys in the Revenue Fund into the ADFA Bond Fund on each April 15 and October 15 after the bonds are issued and delivered until April 15, 2024, the interest due on the bonds on such dates. Commencing on the first business day of each month thereafter, there shall be deposited from moneys in the Revenue Fund into the ADFA Bond Fund an amount equal to 1/6 of the amount of principal of and interest on the bonds next due (or due in case of the months of April and October).

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

(d) When the moneys held in the ADFA Bond Fund which represent payments of the City and interest earnings thereon or proceeds of investments therefrom (collectively, "City Funds") shall be and remain sufficient to pay in full the principal of and interest on the bonds, the City shall not be obligated to make any further payments into the ADFA Bond fund.

(e) All moneys in the ADFA Bond Fund representing City Funds shall be used solely for the purpose of paying the principal of and interest on the bonds and the City shall automatically receive a credit for the amount of such City Funds on hand in the ADFA Bond Fund and available for payment of any principal and interest currently due on an interest or principal payment date irrespective of whether the Bondholder has applied or caused to be applied such funds on that date for such purpose. The City shall receive a credit for all earnings and income derived from the investment of City Funds each April 15 and October 15 and such earnings and income shall be credited against the next six monthly payments.

(f) The bonds shall be specifically secured by a pledge of all Revenues required to be placed into the ADFA 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.

(g) 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. The obligation to make the required monthly deposits into the ADFA Bond Fund and the Parity Bond Funds shall rank on a parity of security.

Section 14. After making the deposit into the Operation and Maintenance Fund and after making the payment into the ADFA Bond Fund and the Parity Bond Funds as set forth above, there shall be paid from the Revenue Fund the Servicing Fee to the Authority. The Servicing Fee shall be payable on each date interest on the bonds is due and shall be calculated on the same basis as interest on the bonds. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the bonds.

Section 15. 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 to the Authority, 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 an amount equal to 6% of the gross Revenues for the preceding month. Once the Depreciation Fund reaches an amount equal to $305,408.30 (the "Required Level"), the City shall not be required to make further deposits into the Depreciation Fund; provided, however, that monthly deposits must resume, if the Depreciation Fund drops below the Required Level, until such time as the Required Level is again reached. 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.

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.

Section 16. Any moneys remaining in the Revenue Fund after making all payments required by Sections 12, 13, 14 and 15 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 17. As long as the bonds are outstanding, the City shall not issue or attempt to issue any bonds having or claimed to be entitled to a priority of lien on Revenues over the lien securing the bonds.

The City may issue additional bonds on a parity with the lien on Revenues in favor of the bonds to finance or pay the cost of constructing extensions, betterments and improvements to the System or to refund other outstanding System Obligations if there shall have been procured and filed with the City Clerk and the Bondholder a statement by a certified public accountant not in the regular employ of the City ("Accountant") reciting that (i) the Net Revenues (Net Revenues being gross Revenues less operation and maintenance expenses, but not including interest and depreciation) for the fiscal year preceding the year in which such additional bonds are to be issued were not less than 110% of the maximum annual debt service requirements (including principal, interest and servicing and administrative fees) on all outstanding System Obligations and the bonds then proposed to be issued or (ii) the Net Revenues for the fiscal year succeeding the year in which such additional bonds are to be issued are projected to be sufficient in amount, taking in consideration any enacted increase in Revenues, to be not less than 110% of the maximum annual debt service requirements (including principal, interest and servicing and administrative fees) on all outstanding System Obligations and the bonds then proposed to be issued.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall not be deemed to mean bonds the security and source of payment of which are subordinate and subject to the priority of the bonds and such additional bonds may be issued without complying with the terms and conditions of this Section.

Section 18. The principal and interest installments shall be prepayable prior to maturity as provided in the bond form in Section 7 hereof.

Section 19. The City agrees that it will keep proper records, books and accounts relating to the operation of the System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and ANRC, or the agent or the representative of either, 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 report shall be furnished to ANRC and the Bondholder on or before 120 days after the close of each fiscal year. In the event the City fails or refuses to furnish or cause such reports to be furnished, the Bondholder may have the reports made, and the cost thereof shall be charged against the Operation and Maintenance Fund.

Section 20. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees that, to the extent comparable protection is not otherwise provided to the satisfaction of the Bondholder and ANRC, it will insure, and at all times keep insured in a responsible insurance company or companies selected by the City and authorized and qualified under the laws of the State to assume the risk thereof, all above-ground structures of the System against loss or damage thereto in amounts and against such risks as are customarily insured against in connection with similar facilities and undertakings as the System. 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.

Section 21. It is covenanted and agreed by the City with the Bondholder and ANRC that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, segregating Revenues and applying them to the respective funds maintained pursuant to the Parity Bond Ordinances.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Authorizing Legislation, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. And, if the City shall fail to proceed within 30 days after written request shall have been filed by the Bondholder, the Bondholder may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the bonds, or if the City defaults in any ADFA Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Bondholder may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State. In the case of a default in the payment of the principal of and interest on the bonds, the Bondholder may 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 Bondholder 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, repair and maintenance and to pay the bonds and interest outstanding and to apply Revenues inconformity 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. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder 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 default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of enforcement of the bonds or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Authority may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 22. The terms of this Ordinance shall constitute a contract among the City, the Bondholder and ANRC and no variation or change in the undertaking herein set forth shall be made while the bonds are outstanding unless consented to in writing by the Bondholder and ANRC.

Section 23. When the bonds have been executed and sealed as herein provided, they shall be delivered to the Bondholder upon payment of all or a portion of the purchase price in accordance with the Agreement. The sale proceeds shall be deposited, as and when received, in a special account of the City hereby created in a bank selected by the City that is a member of the FDIC and designated the "2022B & C Sewer Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be used for directly paying, or reimbursing the City for, the costs of accomplishing the Project, expenses incidental thereto and the expenses of issuing the bonds approved in accordance with the Agreement. Payments from the Construction Fund shall be by check or voucher signed the Executive Director or by another person designated by the Commission for such purposes, and drawn on the depository. Each such check or voucher shall briefly specify the purpose of the expenditure.

When the Project has been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Project and the financing thereof, this fact shall be evidenced by a certificate signed by the Mayor and by the consulting engineer, 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 depository bank, the Bondholder and ANRC.

Section 24. The City shall assure that (i) not in excess of 10% of the 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 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 proceeds of the bonds for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project properties.

The City shall assure that not in excess of 5% of the 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 Section, "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 government unit and use as a member of the general public.

Section 25. (a) Moneys held for the credit of all funds created hereby shall be continuously invested and reinvested in direct obligations of, or obligations the principal of and interest on which are fully guaranteed by, the United States Government ("Government Obligations"), or other investments as may be from time to time authorized by law, which mature or which shall be subject to redemption by the holder, at the option of such holder, not later than the date or dates when the moneys will be needed for the purposes intended.

(b) Obligations so purchased as an investment of moneys in any such 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 investment shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(c) Moneys so invested in Government Obligations need not be secured by the depository bank.

Section 26. In the event the office of Mayor, City Clerk, 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 27. The City agrees that the Bondholder may pledge the Series 2022B Bond as security for the ADFA Bonds, and the ADFA Trustee and/or the municipal bond insurer for the ADFA Bonds may exercise any rights and remedies available to the Bondholder under this Ordinance or the Agreement while the Series 2022B Bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the Series 2022B Bond is pledged and/or the ADFA Bonds are insured, copies of all financial information shall be furnished to the ADFA Trustee and/or the municipal bond insurer.

Section 28. 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 29. The City is hereby authorized to accept the forgiveness of the principal of the Series 2022C Bond under the terms of the 2022C Agreement. Other than as set forth in the Agreement, all rights of the Bondholder and ANRC under this Ordinance with respect to the Series 2022C Bond shall cease when all advances have been made against the purchase price of the Series 2022C Bond under the 2022C Agreement and the principal amount has been forgiven in accordance with the 2022C Agreement.

Section 30. 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 31. The provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.

Section 32. References in this Ordinance to "Bondholder" shall include the original Bondholder or any registered assign thereof.

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 Project 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 Project 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: May __, 2022.

APPROVED:

____
Mayor

ATTEST:

____
City Clerk

(SEAL)

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

The vote:

Yes: Watson, Overton. Lawson, Flores, Harriman, Fougerousse, Powell, Williams

No: None

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

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougerousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5717.

ORDINANCE NO. 5718 – REZONING .43 ACRES OWNED BY TRAYAN MILANOVA AND TSVETOMIRA MILANOVA LOCATED AT 5469 WATKINS AVENUE, FROM A-1 TO C-5

Planning Director Patsy Christie presented an Ordinance rezoning .43 acres owned by Trayan Milanova and Tsvetomira Milanova located at 5469 Watkins Avenue, from A-1 to C-5.

Planning Commission recommended approval at their meeting.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance "Do Pass". Council Member Williams made the second.

The vote:

Yes: Lawson, Flores, Harriman, Fougerousse, Powell, Williams, Watson, Overton

No: None

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

The vote:

Yes: Flores, Harriman, Fougerousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5718.

ORDINANCE NO. 5719 – REZONING 1.15 ACRES OWNED BY ALBARRAN FAMILY FARMERS, LLC (OCTAVIO ALBARRAN) LOCATED AT 1201 S. OLD MISSOURI ROAD, FROM C-2 TO I-1

Planning Director Patsy Christie presented an Ordinance rezoning 1.15 acres owned by Albarran Family Farmers, LLC (Octavio Albarran) located at 1201 S. Old Missouri Road, from C-2 to I-1.

Planning Commission recommended approval at their meeting.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance "Do Pass". Council Member Williams made the second.

The vote:

Yes: Harriman, Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

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

The vote:

Yes: Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Ordinance was numbered 5719.

ORDINANCE NO. 5720 – REZONING .40 ACRES OWNED BY RUBY MARTINEZ LOCATED AT 916 PARKER AVENUE, FROM C-2 TO MF-12

Planning Director Patsy Christie presented an Ordinance rezoning .40 acres owned by Ruby Martinez located at 916 Parker Avenue, from C-2 to MF-12.

Planning Commission recommended approval at their meeting.

After reading the title of the Ordinance, Council Member Flores moved the Ordinance "Do Pass". Council Member Powell made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman, Fougerousse

No: None

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell

No: None

The Ordinance was numbered 5720.

ORDINANCE NO. 5721 – REZONING 6.4 OWNED BY JEM HOLDINGS, LLC, LOCATED ON THE EAST SIDE OF BUTTERFIELD COACH ROAD, SOUTH OF WAL-MART NEIGHBORHOOD MARKET, FROM MF-24 TO C-5

Planning Director Patsy Christie presented an Ordinance rezoning 6.4 acres owned by JEM Holdings, LLC, located on the east side of Butterfield Coach Road, south of Wal-Mart Neighborhood Market, from MF-24 to C-5.

Planning Commission recommended approval at their meeting.

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

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell, Williams

No: None

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

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougerousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5721.

ORDINANCE NO. 5722 – AMENDING ORDINANCE NO. 5666, WHICH REZONED CERTAIN LANDS FROM C-2 TO MF-16; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance amending Ordinance No. 5666, which rezoned certain lands east of Lowell Road, north of Randall Wobbe Lane behind existing commercial buildings, from C-2 to MF-16.

The City Council for the City of Springdale, Arkansas, Washington County, passed Ordinance No. 5666 on December 14, 2021, which amended the zoning ordinance for the City of Springdale by rezoning certain lands from General Commercial District (C-2) to Medium/High Density Multi-family Residential District (MF-16).

Ordinance No. 5666 contained a scrivener's error by including in the legal description property not intended to be included in the rezoning ordinance and should be amended to clarify which property was subject to the rezoning, containing 1.42 acres, more or less.

After reading the title of the Ordinance, Council Member Williams moved the Ordinance "Do Pass". Council Member Powell made the second.

The vote:

Yes: Lawson, Flores, Harriman, Fougerousse, Powell, Williams, Watson, Overton

No: None

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

The vote:

Yes: Flores, Harriman, Fougerousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5722.

RESOLUTION NO. 45-22 – APPROVING A CONDITIONAL USE APPEAL BY BRIAN RICHARDSON (THE CHEESY GOAT) FOR A USE UNIT 44 (MOBILE VENDING) IN A C-2 ZONE LOCATED AT 2403 S. THOMPSON

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Brian Richardson (The Cheesy Goat) for a Use Unit 44 (Mobile Vending) in a C-2 zone located at 2403 S. Thompson.

Planning Commission recommended approval at their meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR BRIAN RICHARDSON (THE CHEESY GOAT) AT 2403 SOUTH THOMPSON 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 May 3, 2022, on a request by Brian Richardson (The Cheesy Goat) 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 six (6) yes and zero (0) no recommends that a Conditional Use be granted to Brian Richardson (The Cheesy Goat) with the following conditions:

- **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
- **If a health certificate is required, display the health certificate in a manner visible to customers**
- **No obstruction of traffic signals or regulatory signs**
- **No vending upon a public way**
- **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**
- **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 with twenty (20) feet of any vending stand to be collected and deposited into a trash container.**
- **Subject to hours of operation submitted with application**
- **Subject to water & waste water plan submitted with application**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Brian Richardson (The Cheesy Goat) with the following conditions:

- **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**

- **If a health certificate is required, display the health certificate in a manner visible to customers**
- **No obstruction of traffic signals or regulatory signs**
- **No vending upon a public way**
- **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**
- **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 with twenty (20) feet of any vending stand to be collected and deposited into a trash container.**
- **Subject to hours of operation submitted with application**
- **Subject to water & waste water plan submitted with application**

PASSED AND APPROVED THIS ____ DAY OF MAY, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney

Council Member Williams moved the Resolution be adopted. Council Member Fougerousse made the second.

The vote:

Yes: Harriman, Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

The Resolution was numbered 45-22.

RESOLUTION NO. 46-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO FRITO LAY WAREHOUSE IN CONNECTION WITH L22-28, A LARGE SCALE DEVELOPMENT ON KENDRICK AVENUE

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Frito Lay Warehouse in connection with L22-28, a large scale development on Kendrick Avenue.

Council Member Overton moved the Resolution be adopted with Option 1. Council Member Powell made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO FRITO LAY WAREHOUSE IN CONNECTION WITH L22-28 A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to Kendrick Avenue including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-28 a Large Scale Development for Frito Lay Warehouse 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 Kendrick Avenue including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-28 a Large Scale Development for Frito Lay Warehouse.

PASSED AND APPROVED THIS ____ DAY OF MAY, 20

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney

The vote:

Yes: Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Resolution was numbered 46-22.

RESOLUTION NO. 47-22 – AUTHORIZING PAYMENT OF AN INVOICE TO CARROL ELECTRIC COOPERATIVE CORPORATION, PROJECT NO. 18BPP1

Council Member Jeff Watson presented a Resolution authorizing payment in the amount of $402,619.55 to Carroll Electric Cooperative Corporation for the relocation of utilities at Shaw Family Park. This will be paid out of the park set aside fund.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE PROJECT NO. 18BPP1

WHEREAS, the City of Springdale contracted with Carroll Electric Cooperative Corporation for the relocation of utilities at Shaw Family Park**,** and

WHEREAS, The City has received an invoice for $402,619.55 for the relocation of utilities for Shaw Family Park.

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 Carroll Electric Cooperative Corporation $402,619.55 with funds from the Park Lands Contingency Fund.

PASSED AND APPROVED this ____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell

No: None

The Resolution was numbered 47-22.

RESOLUTION NO. 48-22 – AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 108 WILLELLA PLACE, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

Council Member Jeff Watson presented a Resolution authorizing the purchase of property located at 108 Willella Place, Springdale, Washington County, Arkansas. The City plans to use the property, along with other adjacent properties, for the relocation and construction of a Springdale Senior Center.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 108 WILLELLA PLACE, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, Vick Enterprises, LLC, currently owns property located at 108 Willella Place, Springdale, Washington County, Arkansas, ("the Property"), and being more particularly described as follows:

> The North 55 feet of Lot 3 and the South 20 feet of Lot 4, in the Sisson Subdivision to the City of Springdale, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. More commonly known as Washington County Tax Parcel No. 815-25755-000.

WHEREAS, the owner has agreed to sell the Property to the City of Springdale for the total sum of $170,000.00;

WHEREAS, the City believes the proposed purchase price is reasonable and is based upon an appraisal performed on the Property on behalf of the City; and

WHEREAS, the City plans to use the Property, along with other adjacent properties, for the relocation and construction of a Springdale Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of the Property in the amount of $170,000.00, plus associated costs, to be paid from the City's general fund unreserved, to be reimbursed out of the proceeds of the sale of the current Senior Center, or from the proceeds any future Bond funds.

PASSED AND APPROVED this ____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

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

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell, Williams

No: None

The Resolution was numbered 48-22.

RESOLUTION NO. 49-22 – TO APPROPRIATE FUNDS FOR IMPROVEMENTS TO THE POLICE DEPARTMENT FIRING RANGE TO BE PAID FROM DRUG SEIZURE FUNDS

Council Member Jeff Watson presented a Resolution to appropriate funds for improvements to the Police Department firing range facility located at 511 Old Wire Road to be paid from Drug Seizure funds.

RESOLUTION NO. ___

A RESOLUTION TO APPROPRIATE FUNDS FOR IMPROVEMENTS TO THE POLICE DEPARTMENT FIRING RANGE TO BE PAID FROM DRUG SEIZURE FUNDS.

WHEREAS, in December, 2020, the City of Springdale purchased property at 511 Old Wire Road, said property to be used by the Springdale Police Department for an indoor firing range and firearms training ("the Property");

WHEREAS, the Police Department is wishing to make certain improvements to the Property, including cleaning the facility, install an access control system, and the wiring/installation of a camera system;

WHEREAS, the Police Department has received quotes for the requested improvements to the Property which total $14,248.81; and

WHEREAS, the Police Department has sufficient funds in the Drug Seizure Fund to pay for the improvements to the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated $14,248.81 from the Drug Seizure funds for the improvements to the Springdale Police Department's indoor firing range facility at 511 Old Wire Road.

PASSED AND APPROVED this ____ day of May, 2022.

____
Doug Sprouse, MAYOR

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED:

____
Ernest B. Cate, CITY ATTORNEY

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

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougerousse, Powell, Williams, Watson

No: None

The Resolution was numbered 49-22.

ORDINANCE NO. 5723 – ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A RESIDENTIAL STRUCTURE LOCATED AT 302 CAUDLE, SPRINGDALE, ARKANSAS; TO DECLARE AND EMERGENCY AND FOR OTHER PURPOSES

Council Member Amelia Williams presented an Ordinance ordering the razing (demolition) and removal of a residential structure located at 302 Caudle Avenue, Tax Parcel No. 815-20908-000, Springdale, Arkansas; to declare an emergency and for other purposes.

Pedro & Dolores Palos are the property owners.

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

The vote:

Yes: Lawson, Flores, Harriman, Fougerousse, Powell, Williams, Watson, Overton

No: None

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

The vote:

Yes: Flores, Harriman, Fougerousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5723.

ORDINANCE NO. 5724 – AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, PERTAINING TO DOOR-TO-DOOR SOLICITATION; AND DECLARING AN EMERGENCY

Council Member Mike Overton presented an Ordinance amending Chapter 82 of the Code of Ordinances of the City of Springdale, Arkansas, pertaining to Door-To-Door Solicitation; and declaring an emergency.

On April 24, 2012, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4585, now codified as Section 82-1 of the Code of Ordinances of the City of Springdale, Arkansas, setting forth regulations pertaining to door to door peddling and solicitation on residential properties in the City.

On August 28, 2012, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4619, now codified as Section 82-4 of the Code of Ordinances of the City of Springdale, Arkansas, setting forth regulations pertaining to door to door peddling and solicitation on commercial and industrial properties in the City.

City Attorney Cate explained in order to more effectively carry out the purposes and enforcement of the aforementioned Ordinances, the City Council for the City of Springdale finds that Section 82-1 and Section 82-4 of the Code of Ordinances of the City of Springdale, Arkansas, need to be amended to clearly set forth the penalties for a violation of these Ordinances.

Section 1: Section 82-1(f) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

(f) *Penalty.* ~~Any violation of this section shall be deemed a nuisance and punishable by a fine as provided by section 1-9~~ A person convicted of a violation of this subchapter shall be punished by a fine not exceeding $1,000.00, or double such sum for each repetition thereof. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuance thereof is a fine not to exceed $500.00 for each day that the violation is unlawfully continued. The imposition of a penalty does not prevent the revocation of a permit pursuant to subsection (h) herein. Violations of this subchapter that are continuous with respect to time, are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

Section 2: Section 82-4(d) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

(d) *Penalty.* ~~Any violation of this section shall be deemed a nuisance and punishable by a fine as provided by section 1-9~~ A person convicted of a violation of this subchapter shall be punished by a fine not exceeding $1,000.00, or double such sum for each repetition thereof. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuance thereof is a fine not to exceed $500.00 for each day that the violation is unlawfully continued. Violations of this subchapter that are continuous with respect to time, are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

After reading the title of the Ordinance, Council Member Watson moved the Ordinance "Do Pass". Council Member Lawson made the second.

The vote:

Yes: Harriman, Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

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

The vote:

Yes: Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Ordinance was numbered 5724.

APPEAL BY SCOUT ENTERPRISES, LLC (SCOUT) ON A REZONING REQUEST FOR PROPERTY LOCATED AT 8915 EAST BROWN ROAD, FROM A-1 TO PUD (PLANNED UNIT DEVELOPMENT)

Larry McCredy, Attorney representing Scout Enterprises LLC, presented an appeal on the denial of a rezoning request on property located at 8915 East Brown Road, from A-1 to PUD (Planned Unit Development).

Scout owns a 10-acre tract of property and intends to create a small development of eight lots of varying sizes for single family homes. The lot sizes range from approximately one acre to 0.5 acre. The development would also contain common area of approximately two acres, or about 21 percent of the total development. The development will be called Hawksview Subdivision.

City Attorney Ernest Cate explained at their April 5, 2022 meeting, Planning Commission denied the rezoning request. Normally a zoning appeal has to be made within 15 days. With a Planned Unit Development zone request, they have 30 days to appeal. This was filed in that time period. PUD zoning requests include all details in a development plan that was presented.

Mr. McCredy went over the history of the project. He presented a power point with pictures and maps of the property and explained the reasons why this project should be allowed. Planning Department Staff had recommended approval. He said there were no reasons made by the Planning Commission on why they denied the rezoning request. The vote was 7-2 to deny.

Council Member Flores asked why this was appealed instead of going back and working with Planning Commission.

Mr. McCreedy said they didn't get a single comment from a planning commissioner. He thinks this process verses the Planning Commission process is that the education and understanding that City Council took to learn what this development was about was much deeper. The development plan was submitted on March 25th and voted on April 5th by the Planning Commission. It was a very short period of time. This was a process that has been worked on over 2 1/2 years with the Planning Department.

A copy of the appeal letter dated May 4, 2022 along with all the attachments are on file in the City Clerk's Office.

When asked if the Planning Department had any concerns, Planning Director Patsy Christie said they have worked on a lot of details to where they could get it to Planning Commission. One of the concerns she has about the street is that it is not a standard street. You don't have to accept it as a public street. It could be an approved private street and then we won't have that concern on maintaining the street. It puts the burden on the eight lots to maintain the street. It is an unconventional street that we don't have any place to maintain it. It is a low density area. The developers are proposing it to be a city street.

If City Council overturns the Planning Commission, the ordinance along with the detailed development plan will have to come to City Council to get approval. It can be sent back to Planning Commission for further review if City Council wants to do that.

Mrs. Christie said there are still some issues that need to be addressed with this PUD. There are two waiver request included with the development plan that would need to be addressed.

Some of the complaints the adjoining neighbors had were size and style of proposed homes, impact on Karst Zone and drainage issues. Those that spoke were Todd Myers, Jeff Wolf and Todd Stephens.

There was considerable discussion on drainage runoff, calculations of rain barrels, responsibilities of maintenance on rain barrels, sheet flow etc.

Council Member Williams made the motion to overturn Planning Commission's denial of the rezoning request and bring back the rezoning ordinance with the development plans to the June 14, 2022 meeting. Council Member Harriman made the second.

The vote:

Yes: Powell, Williams, Lawson, Flores, Harriman, Fougerousse

No: Watson, Overton

This item will be placed on the June 14, 2022 City Council agenda.

RESOLUTION NO. 50-22 – ENDORSING PARTICIPATION IN THE SALES AND USE TAX REFUND PROGRAM AUTHORIZED BY THE CONSOLIDATED INCENTIVE ACT OF 2003 AND ARK. CODE ANN. §15-4-2706(D)

City Attorney Ernest Cate presented a Resolution endorsing participation in the Sales and Use Tax Refund Program authorized by the Consolidated Incentive Act of 2003 and Ark. Code Ann. §15-4-2706(d). Kawneer Company, Inc., 600 Kawneer Drive, wishes to participate in, and be eligible for, the investment tax incentives.

RESOLUTION NO. ____

A RESOLUTION ENDORSING PARTICIPATION IN THE SALES AND USE TAX REFUND PROGRAM AUTHORIZED BY THE CONSOLIDATED INCENTIVE ACT OF 2003 AND ARK. CODE ANN. §15-4-2706(d).

WHEREAS, in order for a business to be eligible for the investment tax incentives contained in Ark. Code Ann. §15-4-2706(d), the governing body of the municipality in which the business is located must pass a resolution endorsing the participation of the business in the tax refund program;

WHEREAS, Ark. Code Ann. §15-4-2706(d) provides that the governing body of the municipality must specify that the Department of Finance and Administration is authorized to refund local sales taxes to a business participating in the tax refund program;

WHEREAS, Kawneer Company, Inc., 600 Kawneer Drive, wishes to participate in, and be eligible for, the investment tax incentives contained in Ark. Code Ann. §15-4-2706(d), due to the location of its facility in the City of Springdale, Arkansas;

WHEREAS, Kawneer Company, Inc., has agreed to furnish the City of Springdale all information necessary for its participation in the tax refund program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the participation of Kawneer Company Inc., in the tax refund program contained in Ark. Code Ann. §15-4-2706(d) is hereby endorsed, and the Department of Finance and Administration is authorized to refund local sales taxes to Kawneer Company, Inc., and this resolution shall take effect immediately.

PASSED AND APPROVED this ____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:
____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:
____
Ernest B. Cate, CITY ATTORNEY

Council Member Watson moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell

No: None

The Resolution was numbered 50-22.

RESOLUTION NO. 51-22 – SETTING A HEARING DATE ON A PETITION BY FIRST UNITED METHODIST CHURCH OF SPRINGDALE TO VACATE A PORTION OF BLAIR STREET

City Attorney Ernest Cate presented a Resolution setting a hearing date for June 14, 2022 to hear a petition by First United Methodist Church of Springdale to vacate a portion of Blair Street.

RESOLUTION NO. _____

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO VACATE A PORTION OF BLAIR STREET.

WHEREAS, First United Methodist Church of Springdale, Inc., has petitioned for the abandonment of a portion of a dedicated public street, more commonly known as a portion of Blair Street (between W. Price Avenue and W. Huntsville Avenue), described as follows:

> Beginning at the Southwest corner of Parcel No. 815-29970-000; thence West along the North right-of-way line of W. Price Avenue a distance of 30.00 feet to the Southeast corner of Parcel No. 815-29972-000; thence

North along the East boundary line of Parcel No. 815-29972-000 and Parcel No. 815-29973-000 to the South right-of-way line of W. Huntsville Avenue; thence East along said right-of-way line of W. Huntsville Avenue a distance of 30.00 feet to the West boundary line of Parcel No. 815-29971-000; thence South along the West boundary line of Parcel No. 815-29971-000 and Parcel No. 815-29970-000 to the point of beginning.

And as shown on the attached Map.

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 June 14, 2022, 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 ____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

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

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougerousse, Powell, Williams

No: None

The Resolution was numbered 51-22.

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 9:41 p.m.

____
Doug Sprouse, Mayor

____
Denise Pearce, City Clerk/Treasurer