

- **The next City Council Committee Meeting will be held on Monday, March 4th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, February 27th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Overton

1. Call to Order – Mayor Doug Sprouse

2. Roll Call –Denise Pearce, City Clerk/Treasurer

3. Recognition of a Quorum.

4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes – **Tuesday, February 13th, 2024. Pgs. 41-48**

6. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **9A-9D**, **and 11*** (Motion must be approved by two-thirds (2/3) of the council members).

7. **State of the City Address**. Presented by Mayor Doug Sprouse.

8. Appointments and Reappointments

- A. **A Resolution** reappointing Chris Weiser to the Springdale Water and Sewer Commission. **Pgs. 1-2**
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development
- A. **An Ordinance** accepting the replat (RP24-02) of lots 1, 2, 8, 9, 10, 11, 12, 13, & 14, to the City of Springdale, Arkansas, and Declaring an Emergency. **Pgs. 3-8**
- B. **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 (R23-60) certain lands from General Commercial District (C-2) to Thoroughfare Commercial District (C-5), and declaring an emergency. **Pgs. 9-11**
- C. **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 (R24-06) certain lands from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and Neighborhood Office District (O-1), and declaring an emergency. **Pgs. 12-14**
- D. **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 (R24-07) certain lands from General Commercial District (C-2) to Thoroughfare Commercial District, and declaring an emergency. **Pgs. 15-17**
10. Finance Committee by Chairwoman Amelia Taldo
- A. **A Resolution** authorizing the sale of property owned by the City of Springdale, located at 108 Willella Place, Springdale, Washington County, Arkansas, to Young Community Investments, LLC. Forwarded from Committee *without* recommendation for approval. Presented by Ernest Cate, City Attorney. **Pgs. 18-19**
- B. **A Resolution** authorizing the Mayor and City Clerk to enter into a lease agreement with Pafford Medical Services, Inc. on property owned by the City of Springdale. Forwarded from Committee *with* recommendation for approval. Presented by Ernest Cate, City Attorney. **Pgs. 20-25**
- C. **A Resolution** authorizing the expenditure of funds to acquire land from Otoniel Mescina and Alma Messina for the Don Tyson

Parkway (HWY 112 to 56th Street) Road Improvement Project, Project No. 23BPS2. Forwarded from Committee *with* recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 26-30

D. A Resolution authorizing the execution of an agreement with CentralSquare Technologies, LLC, for the Naviline Cloud Modernization Project. Forwarded from Committee *with* recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pg. 31

11. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 32-40

12. Comments from Department Heads.

13. Comments from Council Members.

14. Comments from City Attorney.

15. Comments from Mayor

16. Adjournment.

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING CHRIS WEISER TO THE
SPRINGDALE WATER AND SEWER COMMISSION

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

WHEREAS, Chris Weiser’s term on the Springdale Water and Sewer Commission will expire March 6, 2024, and

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

WHEREAS, remaining members of the Springdale Water and Sewer Commission have appointed Chris Weiser to serve another term on said commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Chris Weiser to the Springdale Water and Sewer Commission, with a term expiring March 6, 2032, is hereby approved.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. 1-24

A RESOLUTION TO REAPPOINT CHRIS G. WEISER TO
THE SPRINGDALE WATER AND SEWER COMMISSION

WHEREAS, it has come to the attention of the Springdale Water and Sewer Commission that Chris G. Weiser's term on the commission will expire on March 6, 2024; and

WHEREAS, remaining members of the Springdale Water and Sewer Commission are charged with the responsibility under state law to appoint a successor, subject to the approval of the City Council of the City of Springdale, Arkansas; and

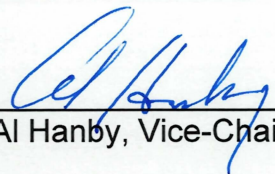
WHEREAS, the remaining members of the Springdale Water and Sewer Commission have a desire to reappoint Chris G. Weiser for another term on the Springdale Water and Sewer Commission, said term to expire on March 6, 2032; and

WHEREAS, Chris G. Weiser has offered his willingness to serve another term on the Springdale Water and Sewer Commission;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE REMAINING MEMBERS OF THE WATER AND SEWER COMMISSION OF THE CITY OF SPRINGDALE, ARKANSAS, that Chris G. Weiser be reappointed to serve a term on the Water and Sewer Commission that will expire on March 6, 2032.

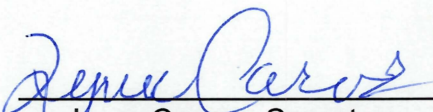
BE IT FURTHER RESOLVED that the reappointment of Chris G. Weiser is recommended for approval by the City Council of the City of Springdale, Arkansas.

PASSED AND APPROVED this 17 day of January, 2024.

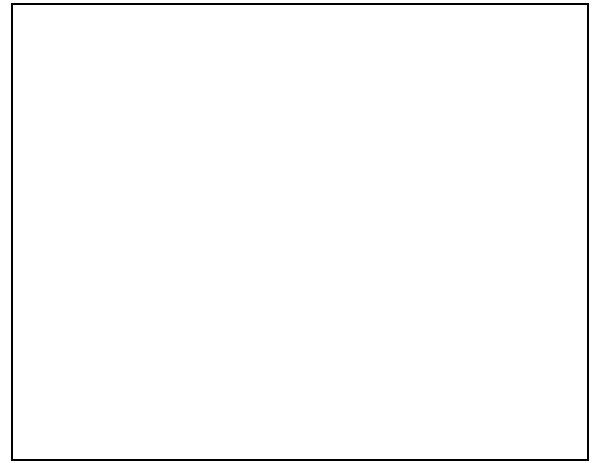


Al Hanby, Vice-Chair

ATTEST:



Lynn Carver, Secretary



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT (RP24-02)
OF LOTS 1, 2, 8, 9, 10, 11, 12, 13 & 14 OF THE PICNIC
ADDITION, TO THE CITY OF SPRINGDALE ARKANSAS,
AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

REPLAT LOT 1A DESCRIPTION

Being all of lots 1, 2, 8, 9, 10, 11, 12, 13, and 14 of Block 1 along with the vacated alley of the picnic addition in the City of Springdale according to the official plat thereof recorded in plat book 70 at page 435 in the records of Washington County, Arkansas, being more particularly described as:

Beginning at the southwest corner of said lot 8 being a found uncapped 5/8" rebar; thence north 01° 50' 58" east along the east right-of-way of park street, a distance of 146.98 feet to a found mag nail in a chiseled x; thence along the herein described north boundary of lot 1a for the following three (3) calls:

- 1) Departing said right-of-way south 87° 52' 32" east a distance of 278.96 feet;
- 2) North 02° 58' 59" east a distance of 143.26 feet to the south right-of-way of east Emma Avenue;
- 3) South 84° 56' 31" east along said right-of-way, a distance of 52.78 feet;

thence departing said north boundary and said right-of-way south 01° 50' 58" west along the herein described east line of lot 1A, a distance of 292.47 feet to the north right-of-way of east meadow avenue; thence departing said east line, north 87° 01' 44" west along said right-of-way, a distance of 334.55 feet to the Point of Beginning containing 1.32 acres more or less being subject to any easements of record or fact.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT (RP24-02) OF LOTS 1, 2, 8, 9, 10, 11, 12, 13 & 14 OF THE PICNIC ADDITION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT (RP24-02) OF LOTS 1, 2, 8, 9, 10, 11, 12, 13 & 14 OF THE PICNIC ADDITION TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

REPLAT OF PICNIC ADDITION
OF LOTS 1,2,8,9,10,11,12,13, & 14

PARCELS 815-24869-000; 815-24870-000; 815-24876-000; 815-24875-000; 815-24874-000;
815-24873-000 AND THE PART OF 815-24861-000 THAT LIES WITHIN THE VACATED ALLEY OF THE PICNIC
ADDITION.

PARENT DESCRIPTION

BEING ALL OF LOTS 1, 2, 8, 9, 10, 11, 12, 13, AND 14 OF BLOCK 1 ALONG WITH THE VACATED ALLEY OF THE
PICNIC ADDITION IN THE CITY OF SPRINGDALE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT
BOOK 70 AT PAGE 435 IN THE RECORDS OF WASHINGTON COUNTY, ARKANSAS.

REPLAT LOT 1A DESCRIPTION

BEING ALL OF LOTS 1, 2, 8, 9, 10, 11, 12, 13, AND 14 OF BLOCK 1 ALONG WITH THE VACATED ALLEY OF THE
PICNIC ADDITION IN THE CITY OF SPRINGDALE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT
BOOK 70 AT PAGE 435 IN THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY
DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8 BEING A FOUND UNCAPPED 5/8" REBAR; THENCE
NORTH 01° 50' 58" EAST ALONG THE EAST RIGHT-OF-WAY OF PARK STREET, A DISTANCE OF 146.98 FEET TO
A FOUND MAG NAIL IN A CHISELED X; THENCE ALONG THE HEREIN DESCRIBED NORTH BOUNDARY OF LOT 1A
FOR THE FOLLOWING THREE (3) CALLS:

- 1)DEPARTING SAID RIGHT-OF-WAY SOUTH 87° 52' 32" EAST A DISTANCE OF 278.96 FEET;
 - 2)NORTH 02° 58' 59" EAST A DISTANCE OF 143.26 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST EMMA
AVENUE;
 - 3)SOUTH 84° 56' 31" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 52.78 FEET;
- THENCE DEPARTING SAID NORTH BOUNDARY AND SAID RIGHT-OF-WAY SOUTH 01° 50' 58" WEST ALONG THE
HEREIN DESCRIBED EAST LINE OF LOT 1A, A DISTANCE OF 292.47 FEET TO THE NORTH RIGHT-OF-WAY OF
EAST MEADOW AVENUE; THENCE DEPARTING SAID EAST LINE, NORTH 87° 01' 44" WEST ALONG SAID
RIGHT-OF-WAY, A DISTANCE OF 334.55 FEET TO THE POINT OF BEGINNING CONTAINING 1.32 ACRES MORE OR
LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

ADJUSTED AREA DESCRIPTION

BEING A PART OF LOT 2 OF BLOCK 1 OF THE PICNIC ADDITION IN THE CITY OF SPRINGDALE ACCORDING TO
THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 70 AT PAGE 435 IN THE RECORDS OF WASHINGTON
COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID BLOCK 1 BEING A FOUND UNCAPPED 5/8"
REBAR; THENCE NORTH 01° 50' 58" EAST ALONG THE EAST RIGHT-OF-WAY OF PARK STREET, A DISTANCE OF
146.98 FEET TO A FOUND MAG NAIL IN A CHISELED X; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 87°
52' 32" EAST A DISTANCE OF 249.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 50' 58" EAST A
DISTANCE OF 144.88 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST EMMA AVENUE; THENCE SOUTH 84° 56' 31"
EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 31.92 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY
SOUTH 02° 58' 59" WEST A DISTANCE OF 143.26 FEET; THENCE NORTH 87° 52' 32" WEST A DISTANCE OF
29.04 FEET TO THE POINT OF BEGINNING CONTAINING 0.10 ACRES MORE OR LESS BEING SUBJECT TO ANY
EASEMENTS OF RECORD OR FACT.

VARIABLE WIDTH ACCESS EASEMENT

BEING A PART OF LOTS 1, 2, 13, & 14 OF BLOCK 1 ALONG WITH THE VACATED ALLEY OF THE PICNIC ADDITION
IN THE CITY OF SPRINGDALE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 70 AT
PAGE 435 IN THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID BLOCK 1 BEING A FOUND UNCAPPED 5/8"
REBAR; THENCE NORTH 01° 50' 58" EAST ALONG THE EAST RIGHT-OF-WAY OF PARK STREET, A DISTANCE OF
146.98 FEET TO A FOUND MAG NAIL IN A CHISELED X; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 87°
52' 32" EAST A DISTANCE OF 278.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 58' 59" EAST A
DISTANCE OF 143.26 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST EMMA AVENUE; THENCE SOUTH 84° 56' 31"
EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 24.02 FEET; THENCE ALONG THE HEREIN DESCRIBED
EXTERIOR BOUNDARY OF THE VARIABLE WIDTH ACCESS EASEMENT FOR THE FOLLOWING NINE (9) CALLS:

- 1)DEPARTING SAID RIGHT-OF-WAY SOUTH 02° 58' 59" WEST A DISTANCE OF 88.36 FEET;
 - 2)SOUTH 87° 01' 01" EAST A DISTANCE OF 25.50 FEET;
 - 3)SOUTH 02° 58' 59" WEST A DISTANCE OF 94.00 FEET;
 - 4)SOUTH 87° 01' 01" EAST A DISTANCE OF 3.60 FEET;
 - 5)SOUTH 02° 58' 59" WEST A DISTANCE OF 103.22 FEET;
 - 6)NORTH 87° 24' 31" WEST A DISTANCE OF 24.00 FEET;
 - 7)NORTH 02° 58' 59" EAST A DISTANCE OF 79.39 FEET;
 - 8)NORTH 87° 01' 01" WEST A DISTANCE OF 29.10 FEET;
 - 9)NORTH 02° 58' 59" EAST A DISTANCE OF 63.97 FEET
- TO THE POINT OF BEGINNING CONTAINING 0.23 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF
RECORD OR FACT.

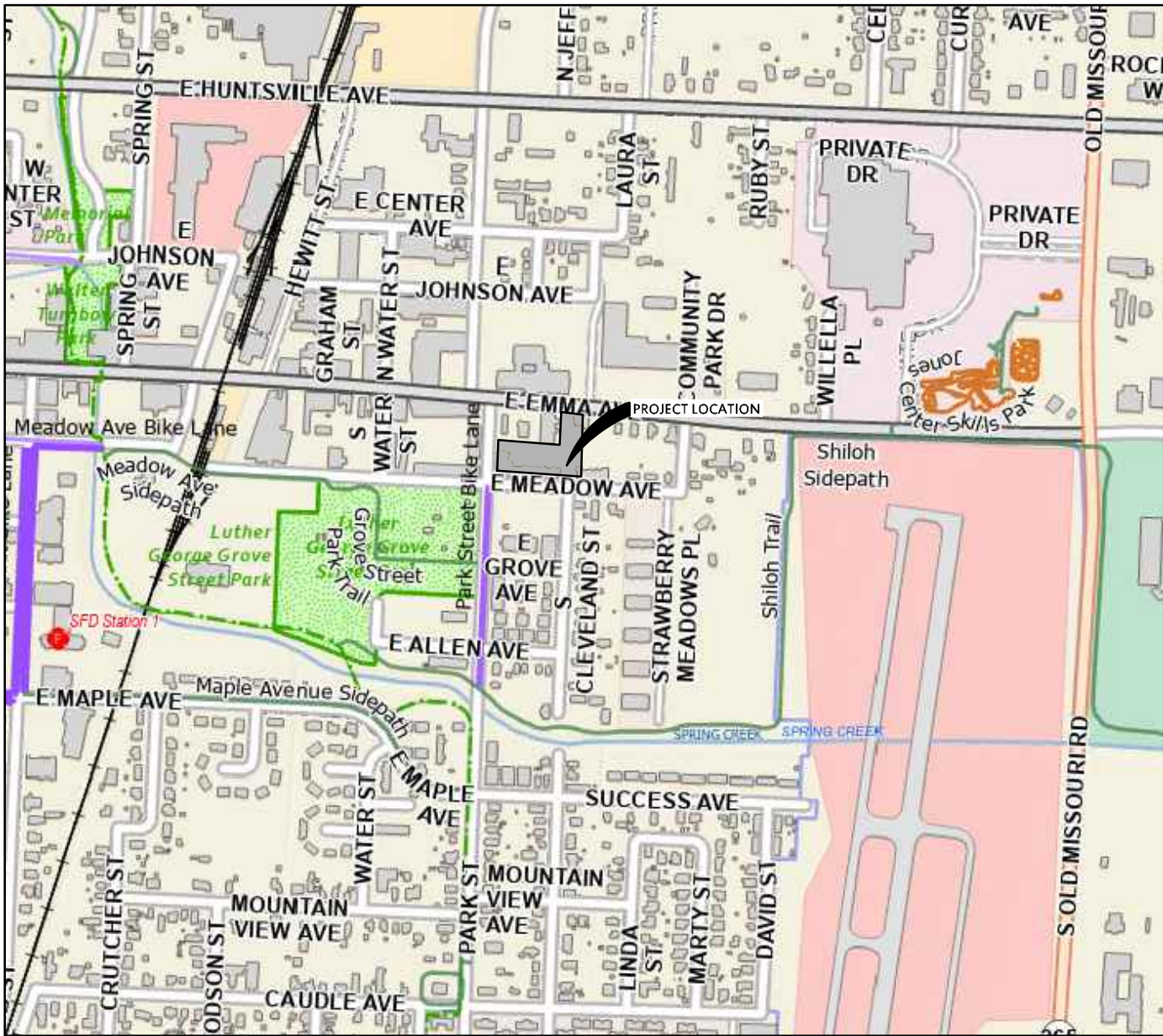
BUILDING SETBACKS (FT.)

ZONING NEIGHBORHOOD CENTER TYPE
2 (NC2)
BUILD-TO-LINE:
PRIMARY STREET: 10'-25'
SIDE STREET: 10'-25'
PARK ST, E MEADOW AVE, AND E
EMMA ARE PRIMARY STREETS
SETBACK:
SIDE: 0'-10'
ALLEY: 5'-10'

SITE ENGINEER:
CRAFTON TULL
300 N. COLLEGE AVE., SUITE 317
FAYETTEVILLE, AR 72701
THOMAS.HENNELLY@CRAFTONTULL.COM
479-878-2419

SITE SURVEYOR:
CRAFTON TULL
901 N. 47TH ST., SUITE 200
ROGERS, AR 72756
KEVIN.MONTGOMERY@CRAFTONTULL.COM
479-636-4838

OWNER & DEVELOPER:
BIG EMMA OZB LLC
808 N MAIN ST APT 1
BENTONVILLE, AR 72712-4830



VICINITY MAP NTS

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY
AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF SPRINGDALE, ARKANSAS.

ACCORDING TO THE CITY OF SPRINGDALE GIS WEB SITE, PARCELS 815-24870, 815-24869-000, 815-24876-000,
815-24875-000, 815-24874-000, & 815-24873-000 ARE ZONED NC2.

THE ADJACENT PROPERTY OWNERS WERE CERTIFIED IN A SEPERATE DOCUMENT ACCORDING TO WASHINGTON COUNTY
GIS.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE HEREIN NOTED DOCUMENTS AND NO OTHERS.
DEED RECORD 202300017183, PLAT RECORD 70-435, STATE PLAT RECORD 202205031539, & UNRECORDED ALTA
SURVEY BY PLS S. CRAIG DAVIS.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION
OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO
THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE
PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE
NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0090F, REVISED DATE MAY 16, 2008.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS
OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED
PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.
THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE
RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

NO STREET DEDICATIONS THIS PLAT.

0 LINEAR FEET

CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

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

BY: BIG EMMA OZB LLC

DATE _____ AUTHORIZED AGENT/OFFICER _____

STATE OF ARKANSAS }
COUNTY OF WASHINGTON } SS

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 202__
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE:

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

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

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE ____ DAY OF _____, 2024 THE
HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY
SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL
AND SIGNATURE MAY HAVE BEEN ALTERED. THE
ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY
THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

RECORD INFORMATION

STATE PLAT CODE:
500-18N-30W-0-36-220-72-1460

SEAL

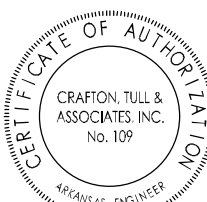
REPLAT OF PICNIC ADDITION
OF LOTS 1, 2, 8, 9, 10, 11, 12, 13, & 14

PREPARED FOR:
BIG EMMA OZB LLC

DATE: 02/09/2024
PROJECT NO.: 22301000
CONTACT: K. MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:



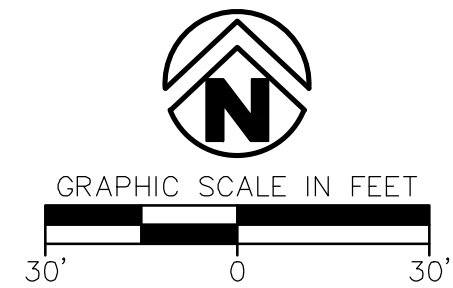
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DELTA	DESCRIPTION	DATE
1	REVISIONS PER CITY COMMENTS	02/09/2024

SHEET NO.:

1 OF 3

RP24-02



BASIS OF BEARING: ARKANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 83
HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM
DETERMINED BY GPS OBSERVATION ON THE CITY OF
SPRINGDALE CONTROL MONUMENTS USING THEIR
PUBLISHED VALUES.

RECORD INFORMATION

STATE PLAT CODE:
500-18N-30W-0-36-220-72-1460

SEAL

REPLAT OF PICNIC ADDITION
OF LOTS 1, 2, 8, 9, 10, 11, 12, 13, & 14

PREPARED FOR:
BIG EMMA OZB LLC

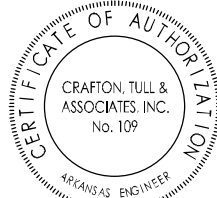
DATE: 02/09/2024
PROJECT NO.: 22301000
CONTACT: K. MONTGOMERY



Crafton Tull
architecture | engineering | surveying
479.636.4838 f
www.craftontull.com

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

CERTIFICATE OF AUTHORIZATION



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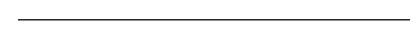
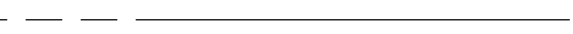
DELTA	DESCRIPTION	DATE
1	REVISIONS PER CITY COMMENTS	02/09/2024

SHEET NO.:

3 OF 3

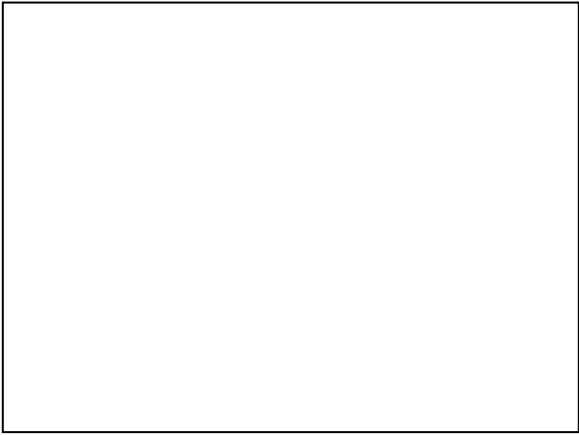


LEGEND

-  PARCEL LINES
-  ORIGINAL PICNIC ADDITION

RP24-02

DRAWING: G:\22301000-BIGEMMA\INFRASTRUCTURE\SURVEY\DWG\22301001_PICNIC_ADDITION.DWG
LAYOUT: SHEET 3, LAST SAVED: KM676, 2/9/2024 12:08:27 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 2/9/2024 12:08:40 PM (PLOTTED BY: VALID ON HARD COPY ONLY)



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 (R23-60) CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of February 6, 2024 for hearing the matter of a petition of J P Specialties, LLC that the following described tract of real estate to be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: 772 S. 48th Street

Legal Description: A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S03°06'16"W 1072.95' FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S03°06'47"W 183.63', THENCE N88°05'14"W 22.01', THENCE S13°23'47"W 38.33', THENCE N87°44'23"W 166.61', THENCE N02°11'25"E 145.21', THENCE N14°30'20"E 77.74', THENCE S87°47'32"E 182.44' TO THE POINT OF BEGINNING, CONTAINING 0.97 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN CENTRAL DRIVE MASTER STREET PLAN ON THE NORTH SIDE, SUBJECT TO THAT PORTION IN SOUTH 48TH STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning,

recommends to the Springdale City Council that the area described herein should be rezoned (R23-60) from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) 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 General Commercial District (C-2) to Thoroughfare Commercial District (C-5)

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

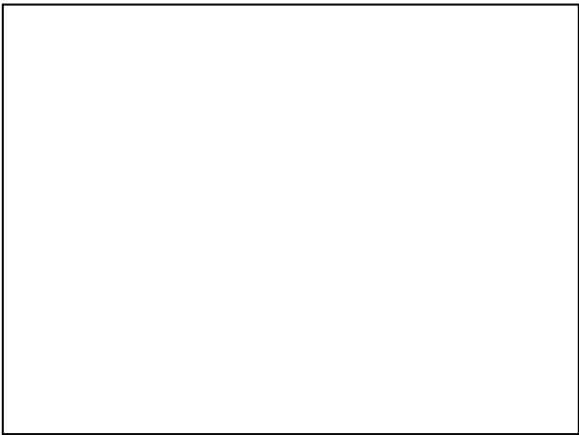
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest 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 (R24-06) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND NEIGHBORHOOD OFFICE DISTRICT (O-1), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of February 6, 2024 for hearing the matter of a petition of Joe and Lori Bolen that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) **and** Neighborhood Office District (O-1).

Layman's Description: 883 E. Don Tyson Parkway

Legal Description: LEGAL DESCRIPTION: (A-1 TO SF-2)

A part of the NE1/4 of the NE1/4 of Section 13, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said NE1/4, NE1/4, thence S02°14'01"W 252.97 feet to the POINT OF BEGINNING; thence S02°14'01"W 279.33 feet, thence N87°39'44"W 164.99 feet, thence N02°14'01"E 311.60 feet, thence S87°39'44"E 96.40 feet, thence S02°20'16"W 32.27 feet, thence S87°39'44"E 68.64 feet to the POINT OF BEGINNING: Containing 1.13 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (A-1 TO O-1)

A part of the NE1/4 of the NE1/4 of Section 13, T17N, R30W in Washington County, Arkansas, and being described as follows: Beginning at the NE Corner of said NE1/4, NE1/4, said point being the POINT OF BEGINNING, thence S02°14'01"W 252.97 feet, thence N87°39'44"W 68.64 feet, thence N02°20'16"E 32.27 feet, thence N87°39'44"W 96.40 feet, thence N02°14'01"E 220.72 feet, thence

S87°39'09"E 164.99 feet to the POINT OF BEGINNING: Containing 0.89 acres more or less subject to easements and right of way of record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R24-06) from Agricultural District (A-1) to Low/Medium Single Family Residential District (SF-2) **and** Neighborhood Office District (O-1) 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 Low/Medium Density Single Family Residential District (SF-2) **and** Neighborhood Office District (O-1).

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 _____, 2024.

Doug Sprouse, Mayor

ATTEST:

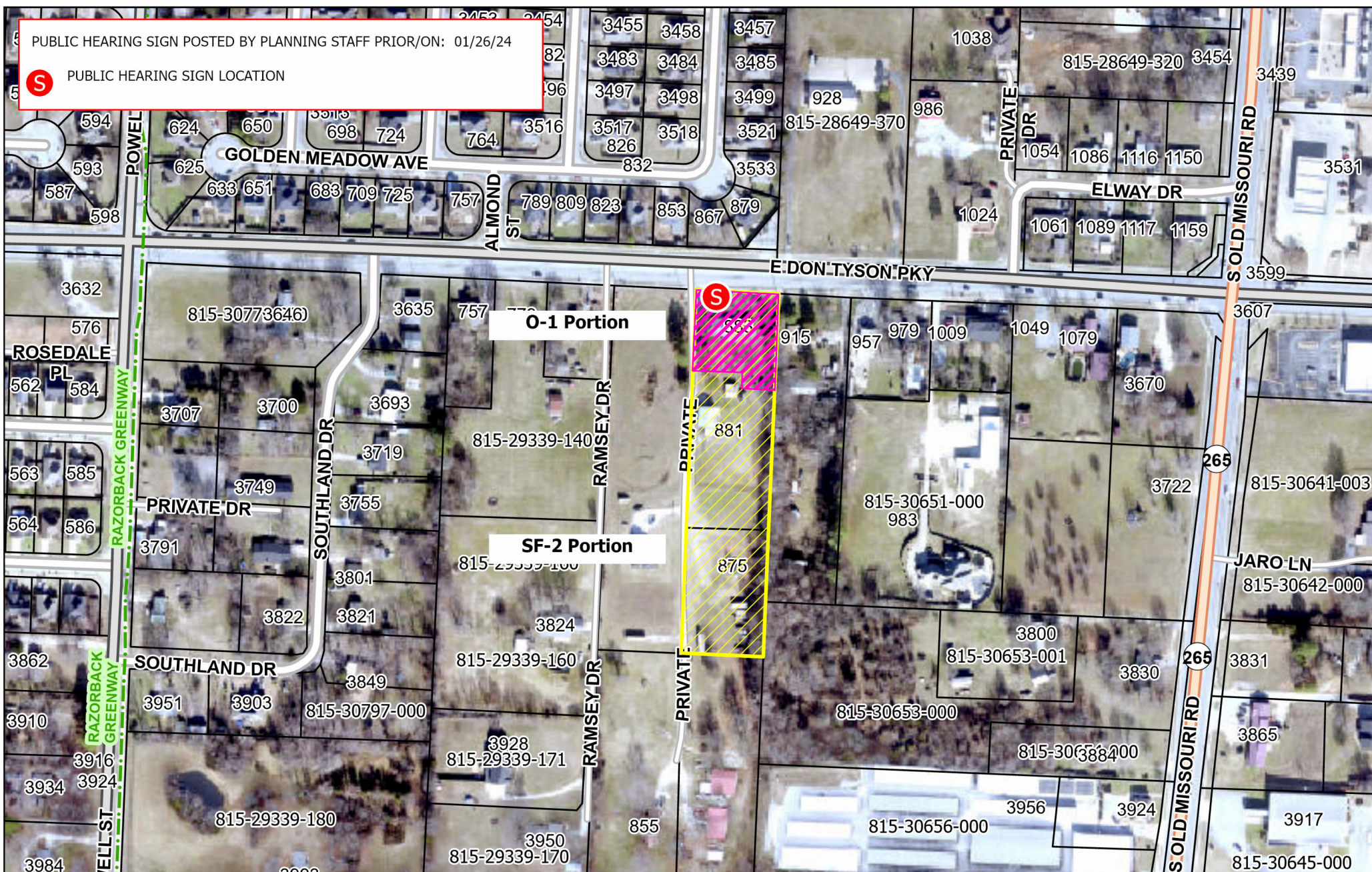
Denise Pearce, City Clerk

APPROVED AS TO FORM:

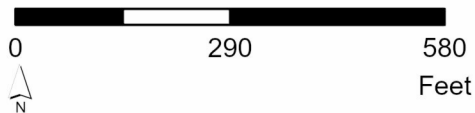
Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/26/24

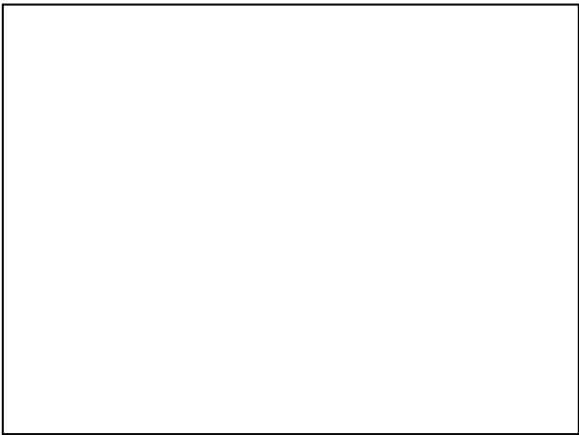
S PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
February 6, 2024



PROJECT: R24-06
APPLICANT: Joe & Lori Bolen
LOCATION: 883 E Don Tyson Pkwy
REQUEST: Rezoning from A-1 to O-1 & SF-2



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 (R24-07) CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of February 6, 2024 for hearing the matter of a petition of Sunrise Point, LLC that the following described tract of real estate to be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: 2630 E. Robinson Avenue

Legal Description: PARCEL 815-34483-000

Lot 143a, of the replat of lot 143 of the apple orchard subdivision, Washington County, Arkansas, as shown on plat record 24a at page 381, also being described as a part of lot 143, the Apple Orchard Subdivision, as per the final plat thereof filed in plat book 15 at page 138, records of Washington County, Arkansas, being more particularly described as follows, to-wit: beginning at an existing 5/8" rebar for the northwest corner of said lot 143, and running thence s87°27'30"e 320.15' to an existing 5/8" rebar, thence s02°31'15"w 205.15' to an existing 5/8" rebar on the northerly right-of-way of highway 412, thence along said right-of-way n87°28'48"w 290.14' to an existing 5/8" rebar, thence leaving said right-of-way along a curve to the right, having a radius of 30.00', and a chord bearing and distance of n42°32'16"w 42.42' to an existing 5/8" rebar on the easterly right-of-way of Candy Apple Street, thence along said right-of-way n02°31'24"e 175.30' to the point of beginning. containing 1.50 acres more or less. Subject to easements and rights-of-way of record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R24-07) from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) 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 General Commercial District (C-2) to Thoroughfare Commercial District (C-5)

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/26/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
February 6, 2024

PROJECT: R24-07, L23-34
APPLICANT: Sunrise Point, LLC
LOCATION: 2630 E Robinson
REQUEST: Rezoning from C-2 to C-5,
Revised Phasing Plan



SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY OWNED BY THE CITY OF SPRINGDALE,
LOCATED AT 108 WILLELLA PLACE, SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS, TO YOUNG
COMMUNITY INVESTMENTS, LLC.**

WHEREAS, the City of Springdale, Arkansas, 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 City has received an offer from Young Community Investments, LLC, to purchase the Property from the City of Springdale; and,

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Young Community Investments, LLC, for the total sum of \$185,530.03, with the City to incur no closing costs associated with this transaction.

PASSED AND APPROVED this 27th day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

City of Springdale Zoning Map



May 11, 2022

- | | | | | | |
|--|-------------------------------------|---|------------|---|--|
|  | Form-Based Code District Overlay |  | LAKES |  | LOCAL |
|  | S.E.E.D. Overlay District - Outline |  | Buildings |  | PRIVATE |
|  | Washington Co. Parcels |  | RAILROAD |  | U.S. 412 NORTHERN BYPASS - PROPOSED |
|  | Benton Co. Parcels | STREETS - ALL | |  | RAZORBACK GREENWAY |
|  | SCHOOLS |  | INTERSTATE |  | RABBIT'S FOOT WILDLIFE OBSERVATION TRAIL |
| STREAMS | |  | RAMP | Addresses | |
|  | MAIN CHANNEL |  | U.S. HWY | | |
|  | TRIBUTARY |  | AR HWY | | |

1:1,000

City of Springdale, Clayton Sedberry

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH PAFFORD MEDICAL SERVICES, INC. ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

WHEREAS, the City owns property located in Benton County, Arkansas, more commonly known as 675 Sunrise Drive, Arkansas ("the Property");

WHEREAS, Pafford Medical Services, Inc., has requested to lease the Property in connection with operating an ambulance service at this location;

WHEREAS, the City of Springdale wishes to enter into a lease agreement with Pafford Medical Services, Inc., to memorialize the terms of their use of the Property;

WHEREAS, Pafford Medical Services, Inc., wishes to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Pafford Medical Services, Inc., for the purposes contained therein.

PASSED AND APPROVED this ____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into this ____ day of February, 2024, by and between the City of Springdale, Arkansas ("Landlord"), and **Pafford Medical Services Inc.**, ("Tenant" or "Pafford"), hereinafter referred to collectively as the Parties or individually as the Party.

Landlord is the owner of land and improvements commonly known as 675 Sunrise Drive, Springdale, Arkansas, Benton County Tax Parcel No. 21-03123-000, containing a structure of 4,347 square feet, more or less, and makes the same available for lease (the "Leased Premises").

Landlord desires to lease the mutually agreed upon areas and spaces "Leased Premises" to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the agreed Term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one year (1) beginning January 1, 2024, and ending December 31, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease Term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Following the expiration of the Initial lease Term, the lease shall automatically renew for a period of the same. Should either Party wish to not renew, notice shall be provided to the other no later than sixty (60) days prior to the expiration of the then existing Term. Should Pafford fail to obtain or maintain the ambulance service agreement this Agreement shall terminate upon sixty (60) days' notice to the Landlord.

2. Rental.

Tenant shall pay to Landlord during the Initial Term the sum of Three Thousand Dollars (\$3,000.00) per month. Each payment shall be due in advance of the first (1st) day of each calendar month during the lease term to Landlord at or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months shall be prorated on a daily basis.

3. Security Deposit.

Tenant shall pay to Landlord a security deposit in the amount of Three Thousand Dollars (\$3,000.00) for cleaning and repairs to the Premises. Upon Tenant's expiration of lease and return of premises to Landlord, Landlord shall return the balance (if any) to Tenant with an itemized list of damages and associated expenses.

4. Use.

The Leased Premises will be used by the Tenant only for the following lawful purpose, to wit: a full-service office and ambulance station. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant may store oxygen and any other substance, chemical, or item commonly used in the operation of an ambulance service.

5. Sublease and Assignment.

Tenant shall not have the right to assign the Commercial Lease or sublet any part of the Leased Premises without the written consent of the Landlord. If Landlord consents to an assignment or subletting, the Tenant shall remain liable for payment of the specified rental and the due performance of all the agreements and

conditions herein. Consent to one or more assignment or sublease shall not waive the provisions of this paragraph as to further attempts to assign or sublease.

6. Repairs and Maintenance.

Landlord shall maintain heating and airconditioning equipment, pest control, plumbing, and electric upon the Leased Premises in a reasonable state of repair and use for occupancy. Tenant, during the term of this lease or any extension or renewal of this lease, shall, at their expense, make any minor repairs that shall be necessary to keep the interior and exterior of the leased premises in good condition and repair, e.g., changing lightbulbs, airfilters, lawn care, etc. Tenant shall be responsible for any utility costs associated with Tenant's use and occupancy of the Leased Premises. Tenant further agrees that damage or injury done to the premises by Tenant or any person who may be in or upon the premises on behalf of Tenant, except Landlord, Landlord's agents or servants and employees, shall be repaired by Tenant at their expense. Tenant agrees that the expiration of this lease upon the earlier termination of the lease to quit and surrender the premises in good condition and repair.

7. Alterations and Improvements.

During the tenure of this lease - Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Landlord shall make certain improvements to the Leased Premises for the use and betterment of Tenant's occupancy. Tenant shall reimburse Landlord for the agreed upon materials. Landlord shall submit an itemized list for cost of materials to Tenant. Tenant shall reimburse Landlord within thirty (30) days from receipt of the invoice.

8. Property Taxes and insurance.

A. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant shall, at its own expense, maintain a policy or policies of renter's insurance in an amount significant to fully cover tenant's personal property.

B. Landlord shall be responsible at its expense for fire and extended coverage insurance on the Building and the Leased Premises, and it is understood between the Parties that the cost of said insurance is included in the Rental sum set forth in Paragraph 2 herein. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Signage.

Following Landlord's consent, the Tenant may place a window decal on the door of the Leased Premises as well as a sign or signs. Tenant shall not install any sign or decal that is not permitted by applicable zoning ordinances or private restrictions. All cost and installment of permitted sign or decal shall be the Tenants expense. Landlord may refuse consent to any proposed signage or decal that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises, or use of any other tenant on the Building Premises. Tenant shall repair all damage to the Leased Premises and Building Premises resulting from the removal of signs or decals installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by Act of God, fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

11. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

12. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to

the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other by the condemning authority.

14. Termination.

This Agreement may be terminated at any time during the Term of this Agreement, without cause, by either Party, by delivery to the other of written notification of its intent to terminate this Agreement pursuant to this paragraph. Such notice shall be given at least ninety (90) days prior to the effective date.

15. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by electronic mail, or by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: City of Springdale
 Office of the Mayor
 201 Spring St.
 Springdale, AR 72764
 Email:_____

If to Tenant to: Pafford Medical Services, Inc.
 ATTN: Legal Department
 PO Box 1120
 Hope, AR 71802
 Email:_____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

16. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17. Memorandum of Lease.

The Parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either Party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

18. Headings.

The headings used in this Lease Agreement are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

19. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

20. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

21. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

22. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

23. Zoning and Regulations.

Both Parties are aware that Tenant intends to use the Leased Premises for a twenty-four (24-hour) ambulance station. Tenant intends to house crew members and ambulances in the station around the clock and respond to requests for emergency and nonemergency calls from the address at all hours. Neither Party is aware of any law, regulation, or zoning designation which will preclude Tenant from using the property for the intended purpose. In the event that either Party becomes aware of any such law, regulation, or zoning prohibition, they shall notify the other Party as soon as possible. If any law, regulation, or zoning designation prohibit Tenant from using the premises as intended, then Tenant may, with thirty (30) days' notice, terminate this lease and shall not owe any additional rent following the thirty (30) days' notice period.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

25. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Arkansas.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

City of Springdale, Arkansas (Landlord)

By: Doug Sprouse, Mayor

Date

Pafford Medical Services, Inc. (Tenant)

By: _____

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE
OF FUNDS TO ACQUIRE LAND FROM OTONIEL
MESCINA AND ALMA MESSINA FOR THE DON
TYSON PARKWAY (HWY 112 TO 56TH STREET) ROAD
IMPROVEMENT PROJECT, PROJECT NO. 23BPS2.**

WHEREAS, the City of Springdale is in need of acquiring a parcel of land for the Don Tyson Parkway (Hwy 112 to 56th Street) Road Improvement Project, Project No. 23BPS2, Tract 16, said land being owned by Otoniel Mescina and Alma Messina, also known as Washington County Tax Parcel No. 815-30842-600, located at 5862 Dearing Road, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the acquisition of the Property will result in the displacement of the owner of the Property, and, pursuant to the Federal Uniform Relocation Assistance and Real Property Acquisition Act, the property owner is entitled to the fair market value of the Property taken, as well as a price differential payment relating to the cost of acquiring comparable replacement property;

WHEREAS, the City’s estimate of compensation for the Property, as determined by an appraisal, together with the price differential payment as required by the Uniform Act, is \$259,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$305,000.00 to acquire the Property, said amount being justified by an appraisal, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$46,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the 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 the parcel of land for the Don Tyson Parkway (Hwy 112 to 56th Street) Road

Improvement Project, Project No. 23BPS2, Tract 16, said land being owned by Otoniel Mescina and Alma Messina, for the total sum of \$305,000.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this ____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

**NARRATIVE APPRAISAL REPORT OF
5862 Dearing Road
Springdale, AR
Otoniel Mescina Property
ArDot Job 049717-F.A.P. STPU-9399 (23) Tract: 16**



EFFECTIVE
DATE OF VALUATION
October 10, 2023

PREPARED FOR
Mr. Otoniel Mescina
5862 Dearing Road
Springdale, AR 72762-0836
and

D. Westbrook Doss
Attorney-at Law
121 North School Avenue
Fayetteville, AR 72703

PREPARED BY
Thomas G. Rife, MAI, SRA, AMD, AI-GRS
Arkansas Certified General Appraiser CG#0354
Missouri Certified General Appraiser RA002432
Oklahoma Certified General Appraiser 11265CGA
Rife and Company Appraisers/Consultants
1001 North Walton Boulevard
Bentonville, AR 72712
(479) 273-7406
tomrife@aol.com

**RIFE & COMPANY
APPRAISERS-CONSULTANTS**

1001 North Walton Boulevard

Bentonville, AR 72712

479-273-7406

479-936-6806

THOMAS G. RIFE, MAI, SRA, AMD, AI-GRS

Howard L. Dover, Jr.

October 10, 2023

Mr. D. Westbrook Doss, Jr.

Attorney-at-Law

121 North School Avenue

Fayetteville, AR 72703

RE: Narrative Real Estate Appraisal of 5862 Dearing Road, Springdale, AR 72762-0836 for a proposed right of way acquisition and temporary construction easement for the Arkansas Department of Transportation (ArDot) and the City of Springdale, AR. This Narrative Appraisal is for eminent domain purposes concerning the whole parcel of .50 acres or 21,780 square feet legally described later in this report. The proposed right of way will contain 8,395 square feet, a utility easement containing 2,934 square feet, while the temporary construction easement will contain 1,466 square feet and is part of the utility easement. This is a before and after situation with the possibility of potential damages for the subject property. The Washington County Assessor Office has assigned this property a Washington County Assessor Parcel Number of 815-30842-600 and is owned by Mr. Otoniel Messina.

Ladies and Gentlemen:

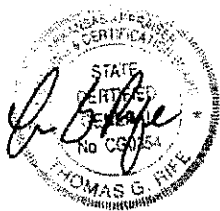
At your written request, I am submitting to you a written appraisal report of the above captioned property. The purpose of this report is to estimate the market value of the leased fee simple interest in the subject property for the purpose of acquisition of a right of way and temporary construction easement concerning the subject property currently owned by you. My inspection date for the subject site was October 10, 2023 with Mr. Otoniel Messina present at 12:00 PM. This appraisal addresses the fee interest on a "before and after the taking" basis for the subject property. The market value definition and the complete description of the appraised subject property are included within this report. The use of this appraisal format assumes the described purchase of a portion of property and represents a complex taking with consideration for the right-of-way purchase, utility easement and the temporary construction easement to be obtained by ArDot and the City of Springdale, AR. The scope of this appraisal report is to provide the sponsor with enough market data from which a credible valuation can be reached. The methods used and all pertinent data gathered during the course of my research are included in the report. All information gathered has been obtained from sources believed to be reliable. I certify that I have no present or contemplated future interest in the property that is the subject of this appraisal. This is a Narrative Appraisal

completed as of the date of inspection. The date of taking is October 2, 2023. Further, I have inspected all comparable sales utilized in this Appraisal Report. My research and analysis have yielded an opinion of the total just compensation due to the owner of the subject property based upon the applicable property rights taken as of the effective appraisal date of **October 10, 2023**, as follows:

ESTIMATED TOTAL JUST COMPENSATION	
MARKET VALUE BEFORE THE TAKING	\$305,000
LESS REMOVAL	-\$15,000
MARKET VALUE OF THE TAKING	\$290,000
TOTAL JUST COMPENSATION	\$290,000

The above displayed value estimate assumes, and is specifically contingent upon, a continuation of the current positive trends in the local, regional, and national economy. The value estimate(s) reported within this appraisal would almost certainly be negatively impacted depending upon the degree and severity of any of negative economic conditions, global war or trends. This Report is intended to meet all applicable requirements of the Uniform Standards of Professional Appraisal Practice (USPAP 2022-2023), the specific standards and ethical requirements of the Appraisal Institute, the laws of the State of Arkansas, and the Uniform Appraisal Standards for Federal Land Acquisitions (5th Edition, published December, 2016). This is a PROPOSED acquisition by the ArDot and the City of Springdale, AR. This Narrative Appraisal completed in a “before and after” method. Please see the discussion in the body of the appraisal report concerning the project, the date of taking, the whole parcel of the subject property, and the remaining parcel of the subject property.

Respectfully submitted,



Thomas G. Rife, MAI, SRA, AMD, AI-GRS
Arkansas Certified General Appraiser #0354
Missouri Certified General Appraiser RA002432
Oklahoma Certified General Appraiser 11265CGA
License expires on June 30, 2024
President, Rife & Company, Inc.
Rife and Company Appraisers/Consultants
1001 North Walton Boulevard
Bentonville, AR 72712
479.273.7406

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT WITH CENTRALSQUARE
TECHNOLOGIES, LLC, FOR THE NAVILINE CLOUD
MODERNIZATION PROJECT.**

WHEREAS, the City of Springdale wishing to move its premise-based administration applications to a cloud-based program, as the premise-based application system has neared the end of its operating capacity, and is not upgradeable to adequately serve the needs of the City;

WHEREAS, migrating to a cloud-based application system will allow for software and security upgrades, and will also provide increased functionality across the various applications used by the City;

WHEREAS, the City of Springdale is currently a licensed end user of Naviline Software, has an existing contract for Naviline software products with Superion, a CentralSquare company, and the City has worked with CentralSquare to develop a modernization project to move the City to a cloud-based program (“the Project”);

WHEREAS, given that the City has an existing contract for Naviline software products, competitive bidding is not required for the Project, pursuant to Ark. Code Ann. §14-58-104(18), as the Project is a renewal/extension of the term of an existing contract for Naviline software products with Superion, a CentralSquare company;

WHEREAS, the City wishes to enter into an Agreement with CentralSquare to set forth the specifics of the Project; and,

WHEREAS, it is in the best interests of the City to enter into an Agreement with CentralSquare to complete the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT the Mayor and City Clerk are hereby authorized to execute an Agreement with CentralSquare Technologies, LLC, for the Naviline Cloud Modernization Project in an amount not to exceed \$160,000.00 to be paid from the Unrestricted General Fund;

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

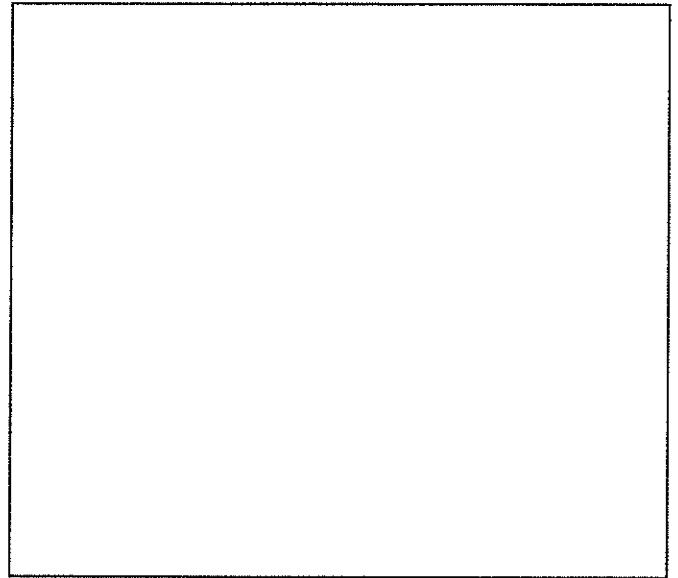
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY
CLERK TO FILE A CLEAN-UP LIEN FOR
THE REMOVAL OF OVERGROWN BRUSH
AND DEBRIS ON PROPERTY LOCATED
WITHIN THE CITY OF SPRINGDALE,
ARKANSAS AND DECLARING AN EMERGENCY**



WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

PROPERTY OWNER: Brick City Capital LLC

LEGAL DESCRIPTION: Lots 8, 9, 10, 11, 12 and 35 feet of equal and uniform width off the West side of Lot 13, in Block 5 of the Picnic Addition, to the City of Springdale, Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 612 E. Allen Ave.

PARCEL NO.: 815-24897-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$696.64 clean-up costs and \$22.53 administrative costs – 612 E. Allen Ave. (815-24897-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$719.17 plus 10% for collection – 612 E. Allen Ave. (815-24897-000)

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

PASSED AND APPROVED this 27th day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2303115



Date: 11/01/2023
Status: Abated
Property: 201 Spring St
City, State, Zip: Springdale, Arkansas 72764

Officer on Site: Randy Glenn
Abatement Type: Lien
Abatement Date: 11/01/2023
Abatement Start Time: 1030
Abatement End Time: 1040

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$30.00
Equipment Rate	\$200.00
Total Fee: \$348.32	

Method of Compliance: All furniture and mattress were removed by 1 full time employee and the bulk truck.

Randy Glenn
Code Enforcement Officer

11/01/2023
Date



City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2304178



Date: 12/04/2023
Status: Abated
Property: 612 E Allen
City, State, Zip: Springdale, Arkansas 72764

Officer on Site: Randy Glenn
Abatement Type: Lien
Abatement Date: 11/15/2023
Abatement Start Time: 1400
Abatement End Time: 1420

Fee	Amount
Disposal Cost Recovery	\$118.32
Equipment Rate	\$200.00
Employee Rate	\$30.00
Total Fee: \$348.32	

Method of Compliance: Removal Of tree limbs, indoor furniture, and other things piled up around dumpster area.

Randy Glenn
Code Enforcement Officer

12/04/2023
Date



Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

January 8, 2024

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

Brick City Capital LLC
297 N. Double Springs Drive
Farmington, AR 72730

RE: Notice of clean-up lien on property located at 612 E. Allen Ave., Springdale,
Washington County, Arkansas, Tax Parcel No. 815-24897-000

Dear Property Owner/Lienholder:

On September 12, 26 and 28, 2023 and November 1 and 15th, 2023 notice was posted on property located at 612 E. Allen Ave., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on September 28, 2023, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about November 1, 2023 and December 4, 2023. As of this date, the total costs incurred by the City of Springdale to clean this property are \$696.64. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 21, 2024, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, February 27, 2024, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$704.17, which includes 696.64 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Brick City Capital, LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. B. Cate', with a stylized flourish at the end.

Ernest B. Cate
City Attorney

Enclosures
EBC:dp

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Brick City Capital LLC
297 N. Double Springs Drive
Farmington, AR72730



9590 9402 8146 3030 4448 56

2. Article Number (Transfer from service label)

7020 0640 0001 3065 6912

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

M L2

☒ Agent
☐ Address

B. Received by (Printed Name)

CIS

C. Date of Delivery

1/12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

Domestic Return Receipt

USPS TRACKING#



9590 9402 8146 3030 4448 56

United States
Postal Service

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

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



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

612 E. Allen Ave.

SPRINGDALE CITY COUNCIL
FEBRUARY 13, 2024

The City Council of the City of Springdale met in regular session on Tuesday, February 13, 2024 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Taldo	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	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	Buildings Official
Ron Findley	Community Engagement Director
Ben Peters	Engineering Director
James Smith	Public Works Director
Mark Gutte	IT Director

CITIZEN COMMENTS

Jeff Ruth, 3036 Twin County Street, expressed concern with not much economic growth and development on the Highway 71 North Corridor, between Backus and Apple Blossom Road. Living on that side of town there will be no grocery stores in that area since Harps is closing.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the January 23, 2024 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 Overton 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 on this agenda, except item 13 which will be read in its entirety. Council Member Bailey made the second.

The vote:

Yes: Powell, Taldo, Watson, Overton, Lawson, Bailey, Harriman, Fougerousse

No: None

RESOLUTION NO. 14-24 – MAKING A REAPPOINTMENT OF BRENT HANBY TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution making the reappointment of Brent Hanby to the Public Facilities Board of the City of Springdale.

RESOLUTION NO. ____

A RESOLUTION MAKING A REAPPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

WHEREAS, Brent Hanby currently serves on the Public Facilities Board with a term that expired on January 31, 2024, and

WHEREAS, the Public Facilities Board has recommended the reappointment of Brent Hanby for a full term set to expire on January 31, 2029, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Brent Hanby is hereby reappointed as a board member of the Public Facilities Board with a term expiring on January 31, 2029.

PASSED AND APPROVED this ____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Taldo, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 14-24.

SPRINGDALE CHAMBER OF COMMERCIE QUARTERLY REPORT

Jay Sego, Director of Economic Development with the Springdale Chamber of Commerce, presented the 4th Quarter 2023 Economic Development Report for the City of Springdale. (Report on file in City Clerk's Office)

RESOLUTION NO. 15-24 – ENDORSING PARTICIPATION IN THE SALES AND USE TAX REFUND PROGRAM AUTHORIZED BY THE CONSOLIDATED INCENTIVE ACT OF 2023 AND ARK. CODE ANNOTATED §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 2023 and Arkansas Code Annotated §15-4-2706(D).

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, said endorsement must be made on specific form available from the Arkansas Economic Development Commission;

WHEREAS, Central States Manufacturing, Inc., 1546 Kendrick Avenue, Springdale, AR 72764, 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; and,

WHEREAS, Central States Manufacturing, 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 Central States Manufacturing, 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 Central States Manufacturing, Inc., and this resolution shall take effect immediately.

PASSED AND APPROVED this ____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougerousse, Powell, Taldo

No: None

The Resolution was numbered 15-24.

ORDINANCE NO. 5935 – AMENDING ORDINANCE NO. 5919, WHICH REZONED (R23-62) CERTAIN LANDS FROM A-1 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance amending Ordinance No. 5919, which rezoned (R23-62) certain lands from A-1 to C-2; and declaring an emergency.

Ordinance No. 5919 contained a scrivener’s error by including in the legal description property not intended to be included in the rezoning ordinance.

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

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Taldo, Watson

No: None

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

The vote:

Yes: Lawson, Bailey, Harriman, Fougrousse, Powell, Taldo, Watson, Overton

No: None

The Ordinance was numbered 5935.

ORDINANCE NO. 5936 – ACCEPTING THE FINAL PLAT (FP23-06) OF PHASE 3 OF COTTAGES AT THE PARK, TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP23-06) of Phase 3 of Cottages at the Park, to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Taldo, Watson, Overton, Lawson

No: None

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

The vote:

Yes: Harriman, Fougrousse, Powell, Taldo, Watson, Overton, Lawson, Bailey

No: None

The Ordinance was numbered 5936.

ORDINANCE NO. 5937 – ACCEPTING THE FINAL PLAT (FP24-03) OF PHASE 1 OF BRENTWOOD VILLAGE TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP24-03) of Phase 1 of Brentwood Village to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

Yes: Fougrousse, Powell, Taldo, Watson, Overton, Lawson, Bailey, Harriman

No: None

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

The vote:

Yes: Powell, Taldo, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Ordinance was numbered 5937.

ORDINANCE NO. 5938 – AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, BY CREATING A NEW ARTICLE, ARTICLE VI. MICROMOBILITY DEVICES, SHARED SMALL VEHICLES AND SHARED SMALL VEHICLE COMPANIES

City Attorney Ernest Cate presented an Ordinance amending Chapter 26 of the Code of Ordinances of the City of Springdale, Arkansas, by creating a new Article, Article VI. Micromobility Devices, Shared Small Vehicles, and Shared Small Vehicle Companies.

This ordinance puts the process in place if anyone should want to operate any one of these types of businesses and will require a written agreement between any applicants and the City of Springdale.

ARTICLE VI. - MICROMOBILITY DEVICES, SHARED SMALL VEHICLES, AND SHARED SMALL VEHICLE COMPANIES.

Sec 26-151. – Definitions.

Digital Network shall mean any online enabled application, software, website, or system offered or utilized by micromobility network company that enables the use or operation of micromobility devices.

Micromobility Device shall mean electric-assisted bicycles and electric-assisted scooters.

Shared Small Vehicle shall mean bicycle(s) and/or mobility devices which are part of a fleet of such bicycles and/or micromobility devices that use a digital network to connect such bicycle(s) and/or micromobility devices to riders and operators.

Shared Small Vehicle Company shall mean a corporation, partnership, sole proprietorship, person, or other entity operating in the City of Springdale that uses a digital network to connect micromobility devices and/or bicycle riders or operators to micromobility devices and/or bicycles for transportation.

Sec. 26-152. - Operation of Shared Small Vehicle Company - Agreement Required.

- (a) It is unlawful for any shared small vehicle company, or person on behalf of the company, to deploy, maintain, or allow to be operated, any shared small vehicles owned or operated by the company, on any city streets, sidewalks, right-of-way or City property within the City of Springdale, Arkansas without the valid written agreement approved by the City.
- (b) Violation of this Section shall be punishable by a fine of not more than five hundred dollars for each offense, with each day the violation continues constituting a separate offense. In addition to any penalties

associated with violating this chapter, the shared small vehicle company and/or any person violating this chapter, shall be assessed the costs associated with removal of the company's shared small vehicles from City streets, sidewalks, rights-of-way and City property.

Sec. 26-153. - Prohibited Parking of Shared Small Vehicles.

- (a) It is unlawful for any person to park or leave a shared small vehicle on public property where such shared small vehicle blocks pedestrian travel or presents a traffic hazard. It is unlawful for any person to park or leave a shared small vehicle in the area adjacent to, within, or in any manner that obstructs the following areas:
 - (1) Loading zones;
 - (2) Disabled parking zones;
 - (3) Curb ramps;
 - (4) Driveways and driveway approaches;
 - (5) Motor vehicle driving lanes or bicycle lanes;
 - (6) Benches; or,
 - (7) Entrances to private property or driveways.
- (b) It is unlawful for any person to park or leave a shared small vehicle in any manner which impedes or interferes with the access to or from any building.

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

The vote:

Yes: Taldo, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5938.

RESOLUTION NO. 16-24 – SETTING A HEARING DATE ON A PETITION TO VACATE AN ALLEY BETWEEN BLOCK 12 AND BLOCK 13 OF THE ORIGINAL TOWN OF SPRINGDALE, ARKANSAS, PLAT

City Attorney Ernest Cate presented a Resolution setting a hearing date on a petition to vacate an alley between Block 12 and Block 13 of the Original Town of Springdale, Arkansas, Plat.

RESOLUTION NO. ____

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO VACATE AN ALLEY BETWEEN BLOCK 12 AND BLOCK 13 OF THE ORIGINAL TOWN OF SPRINGDALE, ARKANSAS, PLAT.

WHEREAS, in August 1946, a Plat of Blocks 12 & 13 of the Original Town, Springdale, Arkansas, was filed with the land records of Washington County, Arkansas, at Plat Book 4, Page 165;

WHEREAS, the plat set forth an alley between Block 12 and Block 13 of the Original Town of Springdale, said alley being twenty (20) feet in uniform width and containing 4,088 square feet, more or less;

WHEREAS, Emma and Turnbow, LLC, has petitioned the City to vacate the above-referenced alley, and the written consent of all property owners abutting the alley to be vacated have been received by the City, said alley being further described as follows:

An alley of twenty feet (20') in uniform width between Block 12 and Block 13 of the Original Town of Springdale, as shown on the plat filed with the land records of Washington County, Arkansas, at Plat Book 4, Page 165, consisting of 4,088 square feet, more or less;

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 March 12, 2024, 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 13th day of February, 2024.

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, Bailey, Harriman, Fougrousse, Powell, Taldo

No: None

The Resolution was numbered 16-24.

RESOLUTION NO. 17-24 – RECOGNIZING THE SERVICE OF CHIEF TRUMAN BREWER BY NAMING AND DESIGNATING A NEWLY CONSTRUCTED PUBLIC STREET TO BE KNOWN AS “CHIEF TRUMAN BREWER STREET”

City Attorney Ernest Cate presented a Resolution recognizing the service of Chief Truman Brewer by naming and designating a newly constructed public street to be known as “Chief Truman Brewer Street”. The Resolution was read in full as follows:

RESOLUTION NO. ____

A RESOLUTION RECOGNIZING THE SERVICE OF CHIEF TRUMAN BREWER BY NAMING AND DESIGNATING A NEWLY CONSTRUCTED PUBLIC STREET TO BE KNOWN AS “CHIEF TRUMAN BREWER STREET”.

WHEREAS, the City of Springdale has undertaken the construction of a new public street in Springdale, said project being known as Project No. 18BPS14 (Dixieland – Apple Blossom to Wagon Wheel), said street running north from Wagon Wheel Road to Apple Blossom Avenue (“the Street”);

WHEREAS, it is the desire of the City Council of the City of Springdale, Arkansas, to honor the life and service of Chief Truman Brewer, who began his service to the City of Springdale, Arkansas, in 1968, twice served as Springdale Chief of Police (from 1981 to 1989, and again from 1997 to 1998); thereafter, he was the Investigator in the Springdale City Attorney’s Office from 2004 to 2010; Chief Brewer passed away on June 25, 2021; and,

WHEREAS, the City Council for the City of Springdale, Arkansas, wishes to express its appreciation for Chief Truman Brewer’s many years of dedicated service to the City of Springdale and its residents by naming the Street “Chief Truman Brewer Street”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the newly constructed public street (Project No. 18BPS14), running north from Wagon Wheel Road to Apple Blossom Avenue, is hereby named and designated as “Chief Truman Brewer Street” in recognition of Chief Brewer’s many years of dedicated service to the City of Springdale, Arkansas.

PASSED AND APPROVED this ____ day of February, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougerousse, Powell, Taldo, Watson

No: None

The Resolution was numbered 17-24.

CITY COUNCIL COMMITTEE MEETING DATE CHANGED

Because of the February 19th President’s Day Holiday, Council Member Powell made the motion to move the City Council committee meeting to Tuesday, February 20th. Council Member Harriman made the second.

The vote:

Yes: Lawson, Bailey, Harriman, Fougerousse, Powell, Taldo, Overton

No: Watson

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:32 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer