

Next scheduled Committee Meeting will discussed at tonight's City Council Meeting.

- The date of the next Committee Meeting will be discussed at tonight's City Council Meeting.
- Committee agendas will be available on the Friday before this meeting.

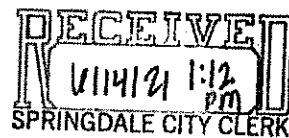
SPRINGDALE CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS
TUESDAY, June 22, 2021

- 5:55 p.m. Pre Meeting Activities
- Pledge of Allegiance
 Invocation – Amelia Williams
- 6:00 p.m. **OFFICIAL AGENDA**
1. *Large Print* agendas are available.
 2. Call to Order – Mayor Doug Sprouse
 3. Roll Call – Denise Pearce, City Clerk
 Recognition of a Quorum
 4. Recognition of retiring Mayor's Administrative Assistant, Rose Lawrence.
 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. Approval of Minutes – June 8, 2021 Council Meeting Procedural Motions. *Minutes will be located at the end of the packet.* Pgs. 101-109
 7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 11A – 11H, and 13.A. Motion must be approved by two-thirds (2/3) of the council members*).
 8. Springdale Veteran's Memorial Organization "Virtual Fly-Through" presentation.
 9. **An Appeal** from the Planning Commission decision to deny their conditional use request from Inglesia de Dios Pentecostal located at 1880 S. Pleasant Street. Presented by Maria Perez, representative for Inglesia de Dios Pentecostal M.I. Pgs. 4 - 8
 10. Reappointments:

 A Resolution approving the reappointment of Derek Gibson to the Board of Commissioners of the Housing Authority of the City of Springdale. Pg. 9
 11. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

- A. **An Ordinance** amending Ordinance NO. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and declaring an emergency. Pgs. 10-12
 - 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 certain lands from General Commercial District (C-2) to Light Industrial District (I-1) and declaring an emergency. Pgs. 13-15
 - 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 certain lands from Medium Density Multi-Family Residential District (MF-12) to Planned Unit Development (PUD) and declaring an emergency. Pgs. 16-41
 - 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 certain lands from Agricultural District (A-1) to High Density Multi-Family Residential District (MF-24) and declaring an emergency. Pgs. 42-44
 - E. **An Ordinance** amending Ordinance NO. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining there to by rezoning certain lands from General Commercial District (C-2) to High Density Multi-Family Residential District (MF-24) and declaring an emergency. Pgs. 45-47
 - F. **An Ordinance** amending Ordinance N). 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Thoroughfare Commercial District (C-5) to Light Industrial District (I-1) and declaring an emergency. Pgs. 48-50
 - G. **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 General Commercial District (C-2) and declaring an emergency. Pgs. 51-53
 - H. **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 General Commercial District (C-2) and declaring an emergency. Pgs. 54-56
 - I. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance NO. 3725 to Carson Engineering and Manufacturing, INC. in connection with L21-18 a Large Scale Development. Pgs. 57-58
12. Police and Fire Committee by Chairman Brian Powell
- A. **A Resolution** authorizing a change in staffing of the fire department (5th ambulance). Committee recommends approval. Pgs. 59-61
 - B. **A Resolution** authorizing a change in staffing of the fire department (Battalion Chief). Committee did not make a recommendation. Pg. 62
13. Committee of the Whole
- A. **An Ordinance** releasing, vacating, and abandoning a portion of a dedicated public street, pursuant to ARK. Code Ann. §14-54-104(2), in Henson Heights 2nd Subdivision to the City of Springdale, Washington County, Arkansas, and declaring an emergency. Committee recommends approval. Pgs. 63-67
 - B. **A Resolution** authorizing the grant of a Conservation Easement on property owned by the City of Springdale, Arkansas, pursuant to the Arkansas Conservation Easement Act, ARK. Code Ann. §15-20-401, *et seq.* Committee recommends approval. Pgs. 68-95

- C. **A Resolution** expressing the willingness of the City of Springdale to apply for STBGP-A Funding for construction of Phase I of Gene George Boulevard from Don Tyson Parkway to New Hope Road. Committee recommends approval. Pgs. 96-98
14. **A Resolution** setting a hearing date on a petition to abandon a portion of a drainage easement in the City of Springdale, Benton County, Arkansas. Pgs. 99-100
 15. **A Discussion** regarding the date of the next City Council Committee Meeting.
 16. Comments from Council Members.
 17. Comments from Department Heads.
 18. Comments from City Attorney.
 19. Comments from the Mayor.
 20. Adjournment.



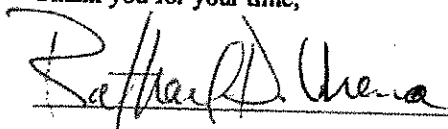
From: Iglesia de Dios Pentecostal M.I- Monte Sinai

Dear Committee of Springdale,

Today the Church Iglesia de Dios Pentecostal M.I- Monte Sinai will be appealing the decision that was made on June 1st by the City Chambers. Our application was denied due to the parking spaces that are on the property and how it would be a conflict with the other businesses at our location during the times we had set for services. There is a total of 52 parking spaces and we are being exceeded to have 42 spaces available. We want to inform you that the Iglesia de Dios Pentecostal M.I-Monte Sinai at the moment has a total of 38 active members including children. In general, the most spaces we will be using is 15 and do not think it is necessary to have more than 42 (which the city is requiring us to have) at the moment. After the decision from June 1st, the leaders from the Church came to an agreement so there will not be a conflict with the parking spaces and the businesses around the location to change the days of congregational services (please see attached days and hours).

From our understanding with the owner this is a first come first serve open lot but we wanted to respect the businesses around us also and we took that time to communicate with them. To emphasize, the hours with the Beauty Salon is the only one that will be open every day and during the times we would have services but other businesses are either closed by 5pm or closed for the day so it will not affect with parking (Sir Speedy, Speedi Taxes, Precision Martial Arts, Nationwide). The Beauty Salon does ask for us to provide them with 4 parking spaces from Monday-Sunday. They will be open Monday-Friday 10am-8pm, Saturday 9am-7pm and on Sunday 10 am-4pm. So, on Friday we will have a 1-hour difference and on Sunday we will be having services the time they are open. We believe that the parking should not be an issue for us because the 2 days that we will have services even though there is a total of 52 spaces 4 will be issued to the salon as asked and the remainder will be open (48 parking spaces) more than exceeded. If needed we also communicated with First Nation Bank that is also adjacent to the location to be able to use 10 parking spaces from their property and they did agree to let us use if we needed (A letter has been attached for parking agreement with First National Bank). We hope that this letter can be taken into consideration so that the Iglesia de Dios Pentecostal M.I- Monte Sinai can be able to use 1880 S. Pleasant St #D as a place to congregate for church services.

Thank you for your time,


Pastor Rafael Ureña


Pastor Mirta Ureña

Minutes Verbatim from Planning Commission Meeting 06/01/2021

Public Hearing – Conditional Use

The following will be verbatim.

Mr. Parsley: C21-13, Iglesia de Dios Pentecostal M.I., 1880 South Pleasant Street, Use unit 42, church/synagogue in a C-2 presented by Maria Perez.

Ms. Perez: Hello, good evening. My name is Maria Perez and I am presenting Iglesia de Dios Pentecostal M.I..

Mr. Parsley: Staff comments.

Ms. Christie: O.K.

Mr. Thomas: I was under the impression that this was tabled so we don't have a power point for it.

Ms. Christie: The Ingress and Egress to this property is acceptable except that you have two commercial buildings on this site, the off street parking and loading area is unacceptable. They are required to have forty two (42) parking spaces based on the Fire Marshall's recommendation based on occupancy of 146 people.

Ms. Perez: 167

Ms. Christie: I'm sorry?

Ms. Perez: It is 167 they gave us.

Ms. Christie: 167; O.K. 42 parking spaces. There are only 52 spaces on the entire site. The hours of service that they are handling provides a conflict with the other uses that are on this piece of property. They indicated that they would have services throughout the week. There is signed shared agreement but we didn't have an allocation of what each of those uses were and how many spaces were assigned for each. They will have services on Sunday at 11 a.m. and 2 p.m. and Tuesday evening service at 7 and a Friday service at 7 and a Saturday at 8. The salon and the martial arts place are both open during those times so they wouldn't have those spaces to give up. Sir Speedy is open probably not at that time except on weekends. I just don't think that there is adequate parking at this location. So my recommendation is to deny the conditional use.

Mr. Parsley: Any questions or comments from the audience; to the Commission. It will be a call for the vote:

Ms. Mueller: Call for the vote.

Mr. Parsley: Call for the vote by Ms. Mueller.

Ms. Pounders: Parsley – no; Peters – no; Tyler – no; Austin – no; Cover – no; Mueller – no; Parker – no.

Mr. Parsley: This does not pass 7-0.

Ms. Christie: You have the right to file an appeal with the City Council. You have to do that within fifteen (15) days. You have to indicate why you think that the Planning Commission is in error and you have to notify the adjacent property owners again.

Ms. Perez: Yes, ma'am. Real quick, it is my understanding. I should have brought an update. From my understanding, it was 25 parking spaces that they gave us. I wasn't aware of the 42 on that. When we communicated with the Fire Marshal there was another gentleman by the name of Gary. I heard 25, so I wasn't aware of the 42.

Ms. Christie: It is based on the occupancy load and it is one parking space for each 4 persons and 167 would require you to have 42 spaces.

Mr. Perez: O.K. thank you.

New Days and Hours of Church Service

- Sunday School –11am
Sunday Services- 12pm
- Fridays- 7pm



0 40 80 160 240 320
Feet
For Location Reference Only

FILE NO. C21-13
APPLICANT: Iglesia de Dios Pentecostal M.I.
REQUEST: Conditional Use - for Use Unit 42
(church/synagogue) in a C-2 at 1880 S Pleasant St

PLANNING COMMISSION MEETING
June 1, 2021

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
REAPPOINTMENT TO THE BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPRINGDALE**

WHEREAS, Derek Gibson is currently serving as Chairman on the Board of Commissioners and has proven to be a valuable member of this Commission; and

WHEREAS, Derek Gibson's term expired April 9th, 2021; and

WHEREAS, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, have re-appointed Derek Gibson to a term beginning April 9th, 2021 and expiring on April 9th, 2026, subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Derek Gibson to the Board of Commissioners of the Housing Authority is hereby approved.

PASSED AND APPROVED this 22nd day of June, 2021.

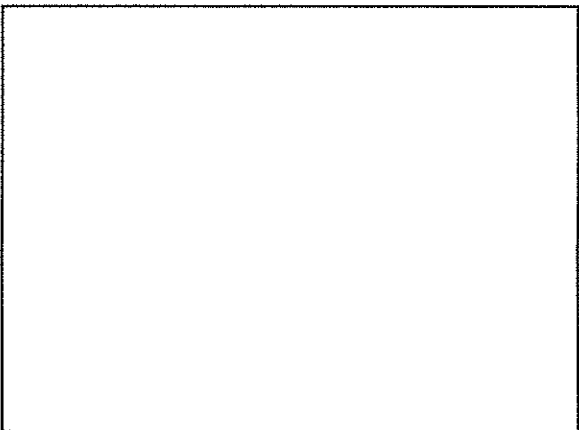
Doug Sprouse, Mayor

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 LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) 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 June 1, 2021 for hearing the matter of a petition of Hylton Road Real Estate, LLC, requesting 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).

Layman's Description: Approximately 9 acres at the south end of and along the west side of Hylton Road. Property is approximately 1,200 feet south of Butterfly Avenue in Springdale, Washington County Arkansas

Legal Description: PART OF THE SOUTH TEN ACRES OFF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 29 WEST, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1429"; THENCE ALONG THE EAST LINE OF SAID SECTION 17, N02°34'53"E A DISTANCE OF 1315.63 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 17 A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING N02°34'53"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, N87°31'53"W A DISTANCE OF 1321.58 FEET TO THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4; THENCE ALONG SAID WEST LINE,

N02°31'04"E A DISTANCE OF 292.99 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE, S87°40'46"E A DISTANCE OF 1321.92 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4; THENCE ALONG SAID EAST LINE, S02°34'53"W A DISTANCE OF 296.41 FEET TO THE **POINT OF BEGINNING**. CONTAINING 8.94 ACRES – 389,516 SQ.FT., MORE OR LESS.

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 from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) 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).

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 _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

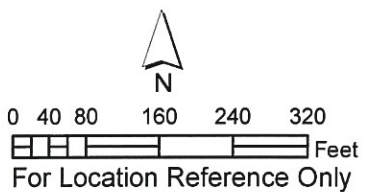
Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 05/21/2021

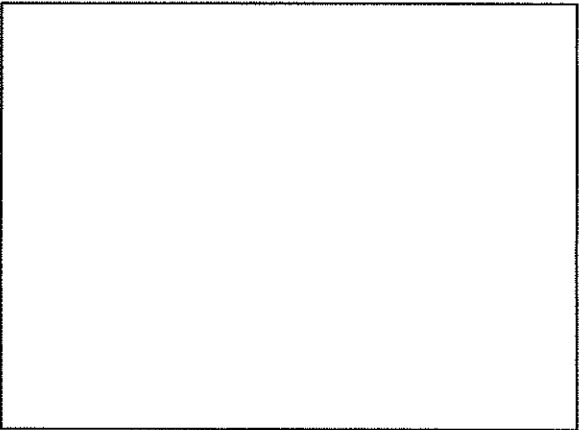
Public Hearing Sign Posted By: RB

 Public Hearing Sign Location



FILE NO. R21-25
APPLICANT: Hylton Road Real Estate, LLC
REQUEST: Rezoning from agricultural (A-1) to
single family residential (SF-2)

PLANNING COMMISSION MEETING
June 1, 2021



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 GENERAL COMMERCIAL DISTRICT (C-2) TO LIGHT INDUSTRIAL DISTRICT (I-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 June 1, 2021 for hearing the matter of a petition of G&C Family, LLC (Jeffery J. Gearheart), requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to Light Industrial District (I-1).

Layman's Description: 1710 S. Powell Street

Legal Description: A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17), RANGE THIRTY (30) WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 0°10'19" EAST 379.95 FEET AND SOUTH 89°56'19" WEST 30.0 FEET FROM THE NORTHEAST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF POWELL STREET, AND RUNNING THENCE S 89°56'19" WEST 269.00 FEET; THENCE SOUTH 0°03'37" WEST 4.25 FEET; THENCE SOUTH 89°00'44" WEST 324.85 FEET TO A FOUND IRON PIN; THENCE NORTH 0°09'15" EAST 5.64 FEET; THENCE SOUTH 89°50'45" WEST 56.31 FEET TO A REBAR; THENCE SOUTH 0°08'26" EAST 182.05 FEET; THENCE NORTH 89°56'19" EAST 650.21 FEET TO THE WEST RIGHT-OF-WAY OF POWELL STREET; THENCE NORTH 0°10'19" WEST 186.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.72 ACRES, MORE OR LESS.

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 from General Commercial District (C-2) to Light Industrial District (I-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 General Commercial District (C-2) to Light Industrial District (I-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 _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



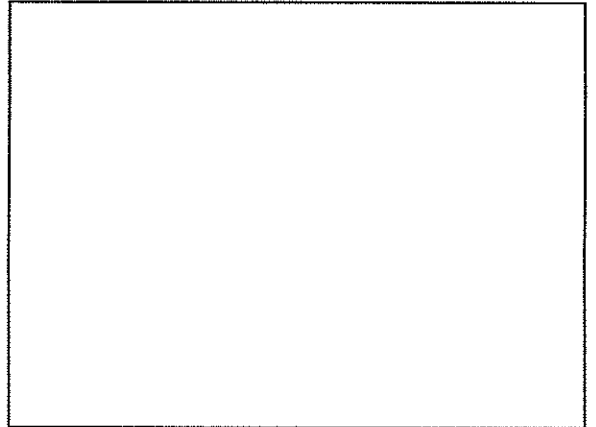
Public Hearing Sign Posted Prior/On: 05/21/2021
Public Hearing Sign Posted By: RB
Public Hearing Sign Location



0 25 50 100 150 200
Feet
For Location Reference Only

FILE NO. R21-27
APPLICANT: G&C Family, LLC
REQUEST: Rezoning from C-2 (commercial) to I-1 (industrial)

PLANNING COMMISSION MEETING
June 1, 2021



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 MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO PLANNED UNIT DEVELOPMENT (PUD) 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 June 1, 2021 for hearing the matter of a petition of Brenda Lazenby, requesting that the following described tract of real estate to be zoned from Medium Density Multi-family Residential District (MF-12) to Planned Unit Development (PUD).

Layman's Description: North of 3018 E. Robinson Avenue, east of Apple Butter Street

Legal Description: A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING TRACT 2 OF AN INFORMAL PLAT FILED AS PLAT FILE 24-313 OF THE WASHINGTON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SW 1/4, S87°28'54"E A DISTANCE OF 635.15 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG A WOVEN WIRE AND BARBED WIRE FENCE AS REFERENCED IN QUITCLAIM DEED 2018-24438, S02°51'25"W A DISTANCE OF 506.76 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID FENCE, S03°02'44"W A DISTANCE OF 482.84 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID FENCE AND ALONG A PIPE FENCE AS REFERENCED IN QUITCLAIM DEED 2018-24438, S03°22'33"W A DISTANCE OF 48.40 FEET TO A FOUND IRON PIN WITH CAP "PLS

1156"; THENCE LEAVING SAID FENCE, N87°28'59"W A DISTANCE OF 632.89 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE EAST LINE OF "THE APPLE ORCHARD" SUBDIVISION AS SHOWN ON THE FINAL PLAT (REVISED) OF "THE APPLE ORCHARD" FILED FEBRUARY 18, 1999 IN PLAT BOOK 15 AT PAGE 138 OF THE WASHINGTON COUNTY RECORDS, N02°50'39"E A DISTANCE OF 1038.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.12 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

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 from Medium Density Multi-family Residential District (MF-12) 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 Medium Density Multi-family Residential District (MF-12) to Planned Unit Development (PUD).

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 _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

This document prepared by and
after recording, return to:
Rausch Coleman Homes NWA,
LLC
4300 W Oak Street
Rogers, AR 72758

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
FOR BARBERRY COURT
A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

That Rausch Coleman Homes NWA, LLC ("Declarant/Developer"), an Arkansas limited liability company, being the owner and developer of the following-described property located in the City of Springdale, Washington County, Arkansas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Property")

said Property having been duly platted as Lots # ____-____, Barberry Court, an addition to the City of Springdale, Washington County, Arkansas, a copy of said Plat being attached hereto as Exhibit "B", and hereinafter referred to as "Barberry Court" ("the Subdivision"), this Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Covenants") being for the benefit of Declarant and each successive owner of any Lot within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Property contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, and charges contained in this Declaration and, further, hereby creates the Barberry Court Property Owners Association ("Association") to which will be delegated and assigned the power and obligation of maintaining the Property and Common Property and other Association business in accordance with the terms of this Declaration.

And the said Declarant, as owner and developer of said Property and Subdivision, does hereby state that these Covenants shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots within the Subdivision, and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

Article I. Definitions

The following words, when used in these Covenants or any amendments or supplements hereto shall have the respective concepts and meanings set forth below:

Section 1.01 "Addition" or "Subdivision" shall mean and refer to the Property described above.

Section 1.02 "Association" shall mean and refer to "Barberry Court Property Owners Association" established contemporaneously with the filing of this Declaration.

Section 1.03 "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 ByLaws of the Association.

Section 1.04 "Builder" shall mean a residential builder licensed under Arkansas law.

Section 1.05 "Common Property/Properties" shall mean and refer to the areas of mutual enjoyment and benefit within the Subdivision as identified on the Plat and to any and all other areas which service the Subdivision and Property or which is intended for or devoted to the common use, service and enjoyment of the Members of the Association, including but not limited to all sidewalks, easements, perimeter fencing, entry-ways and drainage retention/detention ponds. 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 Properties or receive the benefits therefrom. The Declarant reserves the right to affect minor redesigns or reconfigurations of the Common Property and execute any open space declarations applicable to the Common Property.

Section 1.06 "Declarant" and "Developer" shall mean and refer to Rausch Coleman Homes NWA, LLC an Arkansas limited liability company, and its successors and assigns.

Section 1.07 "Lot" or "Lots" shall mean and refer to any plot or tract of land which is properly identified or designated as a lot on the Plat, but also may include lots within additional property upon and after the date which they are properly annexed or added to the Subdivision (as the context may require).

Section 1.08 "Member" or "Members" shall mean and refer to each owner of a Lot.

Section 1.09 "Owner(s)" shall mean the owner of a Lot 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.

Section 1.10 "Plat" shall refer to the plat of _____, filed of record in _____ County, on _____, Book _____, Page _____, and as attached as Exhibit "B".

Article II. Membership and Voting Rights in the Association; Additions.

Section 2.01 Membership. Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 2.02 Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner. Notwithstanding, the Declarant shall have four (4) votes per Lot on all matters until Declarant has conveyed 99% of the Lots to other Owners (at which time the Declarant shall have one (1) vote per Lot still owned).

Section 2.03 Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Bylaws to the contrary, the Declarant shall be entitled to appoint all of the initial Members of the Board of Directors of the Association. This right shall continue until the sooner of when (1) the Declarant formally turns over control to the Association, which may be accomplished by appointing replacement Directors consisting of Lot Owners other than Declarant or (2) the Declarant no longer has any ownership interest in any Lots.

Section 2.04 Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association as the same may be amended from time to time. Subject to the provisions of Section (b) above and any other provision to the contrary set out in these Covenants or the Bylaws, any action by or on behalf of the Association, except for actions allowed to be taken by the Board of Directors alone, may be taken with the assent given in writing and signed by Members who collectively hold or control a majority of the outstanding votes of the Association.

Section 2.05 Additions to the Property/Subdivision. Additional tracts of land together with the improvements situated thereon may become subject to this Declaration and Covenants and added to the Subdivision if properly approved by procedures set forth in these Covenants or the Bylaws of the Association, or by the annexation of additional property which can be accomplished by Declarant at any time without the joinder of any other party by recording a Supplemental Declaration hereto. Upon doing so, any additional property subjected to this Declaration and added to the Subdivision shall be included in and deemed a part of the Association, subject to all rights, privileges, and obligations associated therewith pursuant to the terms hereof and the Bylaws.

Article III. Assessments

Section 3.01 Liens. Each Owner, except for Declarant, of any Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

- (a) A one-time Initial Assessment upon receiving a deed for a Lot to supplement Regular Assessments for maintenance, taxes and insurance on Common Properties and other Association expenses.
- (b) Regular assessments or charges for maintenance, taxes and insurance on Common Properties as herein set forth and as established by the Association;
- (c) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;
- (d) Special individual assessments which might be levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear;
- (e) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

Section 3.02 The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a continuing lien against the Lot owned by the

party failing to make the payment as due. Assessments shall be made pursuant to the Bylaws of the Association.

Section 3.03 Purpose. The assessments levied by the Board on behalf of the Association shall be used to enhance the natural environment, appearance and beauty of the Subdivision, promote the health, recreation, safety, and general welfare of the residents, and maintenance, repair and improvement the Common Properties.

Section 3.04 Deposit of Assessments. All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Covenants and the Bylaws of the Association.

Section 3.05 Initial Assessment. Upon the conveyance and/or closing of any Lot (and for all closings or conveyances of the same Lot thereafter), the new Owner shall pay a one-time Initial Assessment in the amount of \$150.00 (no proration). This Initial Assessment shall be collected at closing by the closing company/agent or shall be paid by the new Owner upon conveyance and/or closing, without additional notice required from the Association. The Board may waive or suspend this requirement but such a decision shall not affect the applicability and validity of future Initial Assessments.

Section 3.06 Regular Assessments. The initial annual assessment per Lot shall be \$160.00. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. The Board shall give notice to all Members at least thirty (30) days in advance of the date all regular or special assessments are due. All regular assessments shall be collected in advance and shall be due on or before January 1 for the year it is due or whatever other date as amended by the Board. The Board of Directors may not increase the annual assessments by more than twenty-five percent (25%) over the previous year's assessment without the approval of a majority of the Lot Owners to raise their assessments.

Section 3.07 Special Assessments. In addition to the regular assessments authorized above, the Board 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, reconstruction, repair or replacement of any capital improvements or easements within the Subdivision. The decision to make the special assessment and the amount of the special assessment shall be made in accordance with the Bylaws of the Association.

Section 3.08 Effect of Nonpayment. If any assessment or fine or any part thereof is not paid on the dates when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot or House.

Section 3.09 Collection. No set-off shall be allowed to any Lot Owner for repairs or improvements, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom. The lien of the assessments shall be subordinate to the lien of any bona fide first mortgage upon a Lot.

Article IV. Duties and Powers of Association

Section 4.01 The affairs of the Association shall be conducted by its Board. In addition to the duties and powers of the Association as set forth in the Bylaws, or as hereinabove set forth, and in order to carry out the obligations of the Association, the Board shall have the following rights and powers and may provide for and pay for, out of assessments, the means to exercise the following rights and powers:

- (a) Maintain and otherwise manage all the Common Properties and all improvements and landscaping on the Common Properties and at the entrances to the Subdivision, including provision for taxes, insurance and utilities which pertain to Common Properties
- (b) Hire legal and accounting services to serve the Association, including the establishment and funding of a \$2,500 legal reserve fund for the benefit of the Association.
- (c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.
- (d) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association including a yard maintenance service. The manager under contract may be affiliated with the Developer.
- (e) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.
- (f) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.
- (g) To execute all declarations of ownership for tax assessment purposes as necessary.
- (h) To make reasonable rules and regulations for the operation of the Common Properties and to amend these Covenants from time to time.

- (i) To request and accept funds from the Developer/Declarant, or an affiliated Builder, to support and subsidize Association matters and expenses, when necessary, and to reimburse Developer/Declarant, or the affiliated Builder, for such funds upon receipt of written invoice/request.

Article V. Limitation on Liability

The Association shall be entitled to all protections afforded under the Revised Uniform Unincorporated Nonprofit Association Act, Ark. Code Ann. § 4-28-601, et al. Neither any Member nor 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. Neither the Declarant, the Association, its Directors, Officers, Agents or Employees shall be 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.

Article VI. Property Rights in the Common Properties

Section 6.01 Members' Rights. Every Member and their family members has the non-exclusive right to benefit from, use and enjoy the Common Properties subject to all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Property offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person (excluding the Declarant) the right to make alterations, additions or improvements to the Common Property.

Section 6.02 Title to the Common Properties. The Declarant may convey title to the Common Properties to the Association, or in the case where easements constitute part of the Common Properties, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, the rights, obligations and liabilities with respect to any such Common Properties shall belong solely to the Association.

Section 6.03 Extent of Members' Rights in Common Property. The rights and easements created hereby shall be subject to the following:

- (a) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.
- (b) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.
- (c) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.

- (d) The right of the Association as may be provided by its Bylaws to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.
- (e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

Article VII. Maintenance of Common Property

Section 7.01 Association's Responsibility.

- (a) The Association shall maintain and keep in good repair, service, condition and function the Common Properties, including the sidewalks and entrances. The Association shall also maintain any perimeter and/or screen fencing that may surround the borders of the Subdivision or divide parts of the Subdivision from properties (commercial or otherwise) outside of the Subdivision. The maintenance of the Common Properties shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Property and the facilities related thereto.
- (b) The cost to the Association of maintaining the Common Property shall be assessed equally among the Members as part of the assessments pursuant to the provisions of these Covenants, except as otherwise stated herein.

Article VIII. Easements

Other than for primary service of the Subdivision and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Board. Each Owner shall be responsible for the protection of underground utilities located on his or her Lot and shall prevent and be precluded from any alteration of grade or construction activity which may interfere with said utilities.

Article IX. Use and Division of Lots

Section 9.01 No Lot may be divided or split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows

Section 9.02 Residential Lots. All Lots within the Subdivision shall be used, known and described as Residential Lots. Only one single family residential dwelling shall be permitted on each Lot. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by the City. No building or structure intended for or adopted to business purposes shall be erected, placed,

permitted or maintained on any Lot. This Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

Section 9.03 Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

Section 9.04 Submission of Plans. In order to maintain a beautiful and pleasing setting in the Subdivision two (2) sets of building and site improvement plans and specifications must be submitted to the Architectural Control Committee ("Committee") for its approval prior to the commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, and in consideration thereof shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping, etc. The Committee may adopt rules or bylaws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission, and if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

Section 9.05 Architectural Requirements.

- (a) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.
- (b) The exterior finish materials on all lots shall be 100% masonry material up to the 2nd floor plate.

Section 9.06 Additions to Existing Structures. All additions shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable City codes, rules and regulations. Any additions contemplated by the home owner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to an existing structure.

Section 9.07 Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions

which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the City.

Section 9.08 Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of two (2) automobiles. No carports are allowed on the side, rear or front yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any home owner or lot owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to any existing structure.

Section 9.09 Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time.

Section 9.10 Fences. No fence shall be constructed on any said Lot in the area between the front building line of any dwelling and the front lot line of any said Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street except for the community entry. Further, the placement/location of any perimeter fencing around the Subdivision as initially installed by the Declarant and/or original developer may not be adjusted, relocated or moved without the prior consent of the Committee and/or the Board. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted. Prior to installation, the fence design and name of the installer must be approved by the Committee.

Section 9.11 Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

Section 9.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant.

Section 9.13 Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one (1) day. It is the intention of the Declarant that, except on special occasions such as holidays or events at an Owner's residence that all parking shall be in driveways and not on a street or on any yard. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on a street. Any violation of this section may result in

a towing of the vehicle at the owner's expense per municipal regulations. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot.

Section 9.14 Appearance of Lot. All Owners shall be required to keep their Lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on Lots shall be kept mowed to a height of not more than six (6) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained.

Section 9.15 Upon failure of the Owner to maintain or landscape the grounds of any Lot in accordance with the provisions above, the Association may, upon 15 day's written notice to the Owner, cause the grass, weeds and vegetation to be cut. The cost of any maintenance required under this section and any enforcement costs shall be assessed to the Owner, and shall constitute a lien upon the Lot, and may be collected in accordance with Section 3.

Section 9.16 Recreational Vehicles and Accessories. No boats, trailers, recreational vehicles, and vehicles used for recreational purposes are allowed in the subdivision unless they will fit entirely into a private garage.

Section 9.17 Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time. The Declarant shall be allowed to store materials on a Lot in an orderly fashion as long as may be reasonably necessary.

Section 9.18 Garbage/Dumping. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times.

Section 9.19 Model Home and Construction Facilities. Model homes for the purposes of home sales are permitted by the Declarant. The garage of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Declarant and used as a construction office until the Subdivision reaches one-hundred percent (100%) occupancy.

Article X. Nuisances

Section 10.01 No noxious or offensive activity shall be carried on in, upon, or around any residence or Lot or in or upon any Common Property or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Owners or their tenants or licensees or any of them, which shall in any way interfere with the quiet enjoyment of such of the Owners, tenants, or licensees of his respective residence of Lot or which shall in any way increase the rate of insurance for the Property.

Article XI. Regulations

Section 11.01 Reasonable regulations concerning the use of the Property, including Common Property and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association.

Article XII. Enforcement of Obligations: Miscellaneous

Section 12.01 Each Owner shall be governed by and shall comply with the terms of these Covenants and the Bylaws of the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other Owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs, including reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove named documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

Section 12.02 Fines. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owners obligations under the Documents.

Section 12.03 Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Declarant during such period that the Declarant is the record owner of at least one (1) Lot, or alternatively these Covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the Owners of sixty percent (60%) of the Lots. In the event of any conflict between an amendment or termination properly executed by the Declarant (during its ownership of at least one (1) Lot) and any amendment or termination properly executed by the Owners of sixty percent (60%) of the Lots, the instrument executed by the Declarant shall prevail during the time of the Declarant's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating these Covenants shall be effective from and after the date it is properly recorded.

Section 12.04 Notice. Any notice required to be given to any Member or Owner shall deemed to have been properly delivered when deposited in the United States mail, postage pre-paid, addressed to the last-known address of the person who appears as the Member or Owner on the records of the county at the time of such mailing.

Section 12.05 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Declarant. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

Section 12.06 These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

Section 12.07 If any provision of this Declaration or any section, clause, phrase, word or application thereof in any circumstance is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby.

(signature page to follow)

IN WITNESS WHEREOF, Rausch Coleman Homes NWA, LLC, an Arkansas limited liability company, has authority to cause these presents to be duly executed by the undersigned on this _____ day of _____, 20_____.

Rausch Coleman Homes NWA, LLC

By _____

Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss.

COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned officer,
personally appeared _____, known to me (or satisfactorily proven) to be
the _____ of _____ and whose name is subscribed to
the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal this _____ day of _____, 20____.

Notary Public

Filing No. _____

My Commission Expires:

(Seal)

EXHIBIT A

DRAFT

EXHIBIT B
Plat

DRAFT

**Development Plan for
BARBERRY COURT
Planned Unit Development
June 7, 2021**

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 15.12 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows the area designated for Commercial. In 2020 the property was rezoned to MF-12 and then the Planning Commission recently approved a preliminary plat for 96 duplex units.
2. Ownership: The property is owned by Brenda Lazenby, which is the Applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials.
3. Project size: The property includes approximately 15.12 acres, in excess of the ten-acre minimum required by city code.
4. Staging: The 15.12 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

The project includes one phase that will start immediately after PUD approval. The walking trails and tot-lot will be built during Phase 1 construction.

Developer intends to begin construction as quickly as is practical once construction plans are approved by all appropriate regulatory entities. Anticipated timeframe is completion of construction within eighteen months of City Council PUD approval.

APPLICATION REVIEW PROCEDURES

1. One Phase:
 - a. A preapplication conference with planning and community development staff. – An initial pre-application conference with planning department was held on April 12. A second pre-application conference was held on April 23.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and

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Barberry Court PUD Development Plan
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other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.

- c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.
 - d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.
5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Approximately 15.12 acre tract – legal description as follows:

SURVEY DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING TRACT 2 OF AN INFORMAL PLAT FILED AS PLAT FILE 24-313 OF THE WASHINGTON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SW 1/4, S87°28'54"E A DISTANCE OF 635.15 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG A WOVEN WIRE AND BARBED WIRE FENCE AS REFERENCED IN QUITCLAIM DEED 2018-24438, S02°51'25"W A DISTANCE OF 506.76 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID FENCE, S03°02'44"W A DISTANCE OF 482.84 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID FENCE AND ALONG A PIPE FENCE AS REFERENCED IN QUITCLAIM DEED 2018-24438, S03°22'33"W A DISTANCE OF 48.40 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID FENCE, N87°28'59"W A DISTANCE OF 632.89 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE EAST LINE OF "THE APPLE ORCHARD" SUBDIVISION AS SHOWN ON THE FINAL PLAT (REVISED) OF "THE APPLE ORCHARD" FILED FEBRUARY 18, 1999 IN PLAT BOOK 15 AT PAGE 138 OF THE WASHINGTON COUNTY RECORDS, N02°50'39"E A DISTANCE OF 1038.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.12 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Barberry Court Planned Unit Development
8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, monument sign concept, landscaping, and sample home elevations.
1. Development Strategy – Intent is to develop an approximately 15.12 acre site as a PUD with single-family homes on 87 residential lots. Developer intends to build and sell homes on the lots and/or sell lots.

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Barberry Court PUD Development Plan
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- a) Lots will be similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 40' wide by 110'-140' deep.

2. Permitted Uses in Barberry Court PUD: The entire development will be single family residential homes. No multi-family residential or industrial uses are proposed or allowed for this development.

For all areas, specific Use Units allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 87 single family lots on 15.12 acres = 5.75 lots/acre and 4,400 s.f./lot

Green Space – 2.40 Acres / 15.12 Acres = 15.9% (15.0% Minimum Required)

Lot size - 40' Wide x 110'-140' Deep Typical

B) Building Setbacks

Front Load Residential Building Setbacks:

Front – 25 Feet for Interior Lots

30 Feet for Exterior Lots

Interior Side – 5 Feet

Exterior Side (Along Street ROW-Corner Lots) – 10 Feet

Rear – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

NWA LD, LLC, the Developer of the Barberry Court project, proposes a Planned Unit Development (PUD) with 87 residential homes located on approximately 15.12 acres in east Springdale. The subject property includes the north 15.12 acres of Washington County Parcel 815-30506-000. The project is situated north of East Robinson Avenue (U.S. Highway 412, between Apple Butter Street and Butterfield Coach Road. This property is designated for commercial use on the City's Land Use Plan, but was recently rezoned to MF-12.

The intent of the development is to provide a unique single family residential development with creative green space areas that provides opportunities for outdoor recreation. The project will provide homes within one mile of Parsons Hills Elementary School and Harp Elementary School.

The project is being proposed as a Planned Unit Development to provide a mix of housing options not widely available in this area and not achievable within the City's standard residential zoning districts due to the shape and size of the of the proposed lots. Proposed building setbacks within the PUD will vary between the interior lots and the exterior lots. The interior lots will have a standard 25-foot front setback. However, the exterior lots will all have 30-foot front setbacks, allowing additional stacking space for vehicles in the driveway. Net residential project density (5.75 lots/acre) is comparable to conventional residential developments in Springdale and is not the primary factor for proposing the PUD. Instead, the smaller lot width will allow the developer to achieve this same density while also preserving more than 15% of the natural green space and creating a development which stands out in many respects from typical offerings.

Proposed side setbacks are five feet wide for all residential lots. This will ensure eaves of adjacent homes are separated by at least ten feet to comply with fire code separation requirement.

Rear setbacks are proposed to be twenty feet. This will ensure all lots have a useable back yard area and provides room for any necessary utilities.

Each home is required to have an attached garage with capacity for at least two vehicles. The covenants provide requirements for any accessory structures to be placed on the lots.

Use of the development is single family residential. There are no duplex, triplex, or multi-family use units allowed in the development. The following specific use units will be allowed in the residential portion of the development:

- Use Unit 1 – Citywide Public Uses by Right
- Use Unit 4 – Cultural, Recreational, and Health Facilities
- Use Unit 8 – Single Family Dwellings
- Use Unit 34 – Model Home/Temporary Marketing Office

Covenants specify exterior building material requirements, all of which will be required to be high quality, upscale materials. The first floor (up to the second floor plate) of each home will be 100% brick, stone, or manufactured stone with no siding. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Developer intends to build and sell the homes, as opposed to building and then renting homes or selling lots to individuals or home builders. Plans and elevations of several sample homes similar in appearance/materials to the types of homes developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer will operate a temporary sales office and up to four model homes with four different floor plans at a time in the development. Covenants include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These include, but are not limited to, specifying the location, materials, and minimum/maximum heights for fences, requiring trash containers will be required to be stored out of sight, and that all yards are to be maintained in an orderly manner.

The residents of the PUD will have access to a wide array of amenities. The development will have sidewalks throughout the subdivision along streets and through the neighborhood green for connectivity within the PUD and connectivity to areas outside the subdivision. These sidewalks will allow pedestrians to access the neighborhood green space and the playground.

More than 15% of the development is reserved as neighborhood green space. Much of this green space is located across the middle of the subdivision where it is easily accessible to all residents.

Developer is planning a “tot-lot” in the smaller green space with play equipment and seating. The larger, center greenspace will be utilized for a soccer field and walking trail with bollard style lighting. An image of a play structure similar in size and type to the proposed equipment for Barberry Court is attached.

Home builder will install one tree per lot during house construction. Installation of the tree is a requirement prior to issuance of Certificate of Occupancy. Developer will install trees and landscaping in common areas as shown on landscape plans. Builder or developer shall provide a standard one year warranty for each tree. All trees installed by developer and/or home builder shall be one of the following species:

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Littleleaf Linden (*Tilia cordata*)
- Chinese Pistache (*Pistachia chinensis*)

The primary streets along the front of the houses are proposed to be constructed within 46 foot-wide rights-of-way and will be 21 feet wide measured from back of curb to back of curb in the drive lane and 29 feet wide where parking is located on outside of the street.

June 7, 2021
Barberry Court PUD Development Plan
Page 6

The entire project will be developed in one phase with two access points off Robinson Avenue (U.S. Highway 412). The current landowner will retain ownership of the front lots for future development.

The frontage streets will include sidewalks along both sides of the road, to be constructed by the home builder during construction of the home. Developer will construct the sidewalk along the portions of these roads through green space areas and through pedestrian courtyards. The Developer will also construct sidewalk along entry streets to Hwy 412.

Overnight parking is prohibited on all streets within the development, other than designated parking areas. All streets are proposed to be dedicated to the City as public streets within dedicated rights-of-way.

Monument signs are planned for the entrances into the subdivision. Signs will be constructed of stone or brick with cedar accents. An image of a sign of similar size and type to the proposed signs is attached.

The gross acreage is 15.12 acres. Gross residential density is 5.75 lots / acre (87 lots / 15.12 acres).

Project includes common 2.40 acres of neighborhood green space, which is 15.9% of the total property. With 85 proposed homes, 1,230 square feet of neighborhood green space is provided per residential unit.

Developer intends to begin construction as quickly as possible once the PUD and construction plans are approved. It is anticipated that construction will be complete within eighteen months of City Council approval of the PUD.

The proposed development is compatible with existing and future land uses in this area. Current land uses of adjacent properties are single-family homes north and west, undeveloped multi-family zoned land to the east, and undeveloped, commercial land to the south. Future development of frontage properties along Highway 412 is likely to be commercial or institutional, which are both compatible with the proposed PUD. Any future development of the property to the east will be residential in nature, and compatible with the proposed residential subdivision as well. We believe the proposed project is well-suited for this location and will be harmonious with existing and future land uses in the area.

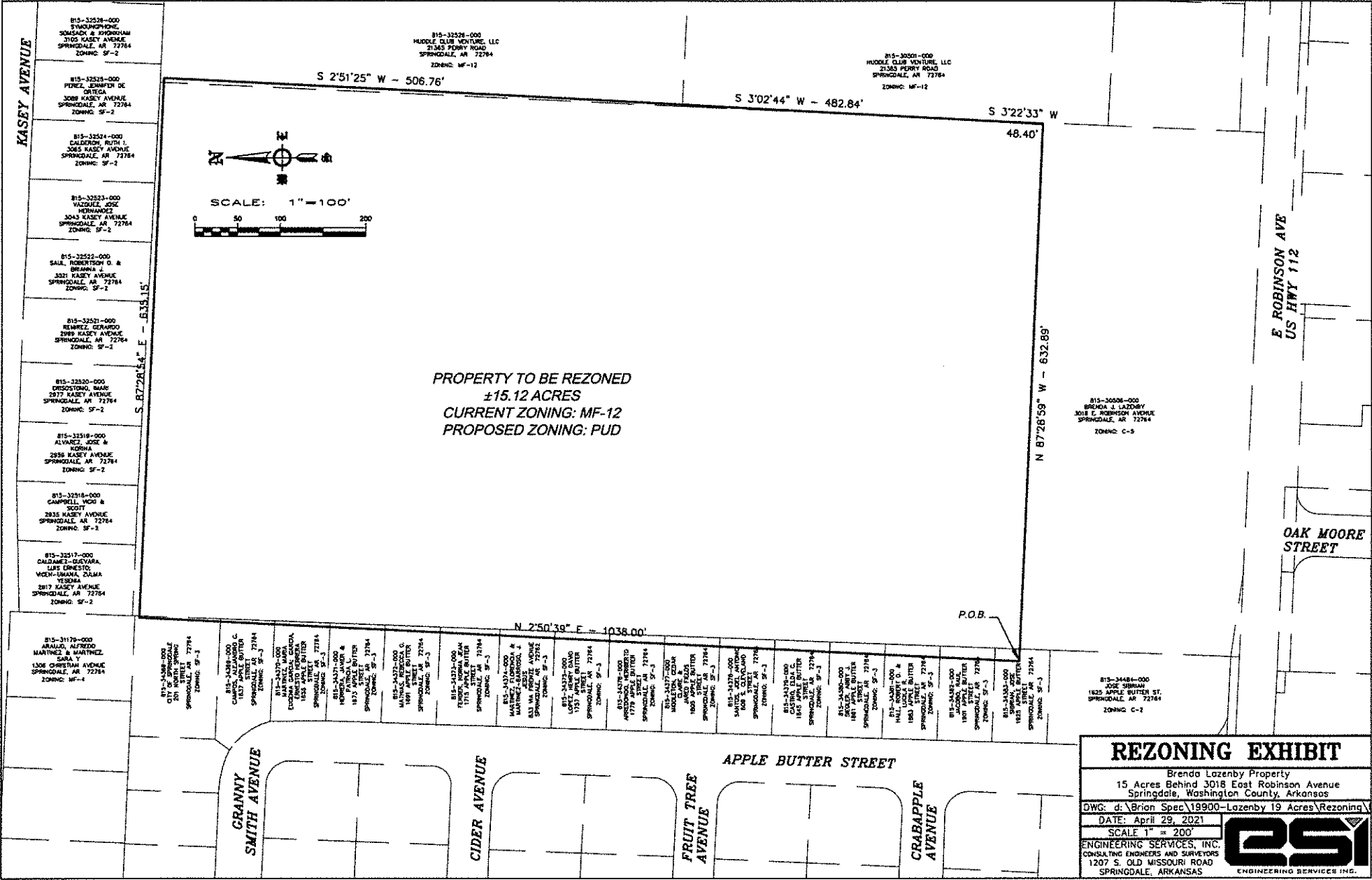
It is not anticipated the development will strain public services or infrastructure in the area. The nearby C.L. "Charlie" and Willie George Park is nearby and provides a wide range of outdoor recreation opportunities. There are many schools located near the project, many of which have been constructed recently. Nearby schools include:

June 7, 2021
Barberry Court PUD Development Plan
Page 7

- Walter Turnbow Elementary – 1.3 Miles
- Don Tyson School of Innovation – 0.8 Miles
- Lakeside Junior High School – 0.8 Miles
- Sonora Middle School – 2.5 miles
- Sonora Elementary School – 2.7 Miles
- Harp Elementary School – 0.5 Miles

The project will have street access to East Robinson Avenue, which is major east/west artery through Springdale with multiple driving lanes in each direction.

Water and sewer infrastructure is already present in this area. Springdale Water Utilities has a twelve-inch water main and an eight-inch sewer line along the north side of Highway 412.





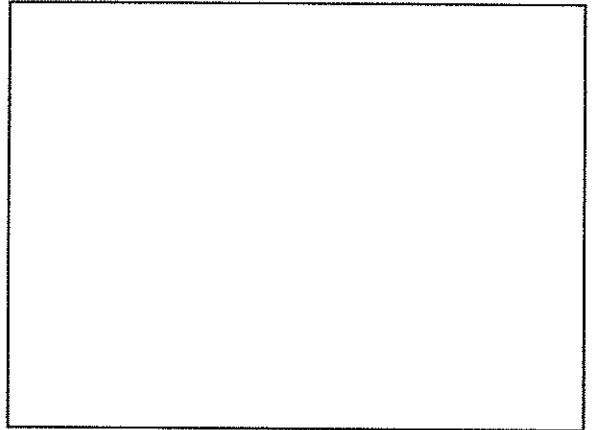
Public Hearing Sign Posted Prior/On: 05/21/2021
Public Hearing Sign Posted By: RB
S Public Hearing Sign Location



0 60 120 240 360 480
Feet
For Location Reference Only

FILE NO. R21-28
APPLICANT: Brenda Lazenby
REQUEST: Rezoning from MF-12 to PUD

PLANNING COMMISSION MEETING
June 1, 2021



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 HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-24) 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 June 1, 2021 for hearing the matter of a petition of Amber Mendez and Rodolfo Velazquez, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to High Density Multi-family Residential District (MF-24).

Layman's Description: 1297 Cooper Drive

Legal Description: Part of the Southwest Quarter of the Northeast Quarter of Section 26 in Township 18 North of Range 30 West, Washington County, Arkansas, described as follows: Beginning at a point 198 feet North of the Southeast corner of said 40 acre tract on the North bank of the creek, and running thence North 1122 feet; thence West 283.80 feet; thence South 1017.06 feet to the North Bank of the creek; thence Southeasterly along the bank of the creek to the point or beginning.

Subject to easements, rights-of-ways, and protective covenants of record, if any; subject to all prior mineral reservations and oil and gas leases, if any.

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 from Agricultural District (A-1) to High Density Multi-family Residential District (MF-24) 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 High Density Multi-family Residential District (MF-24).

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 _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



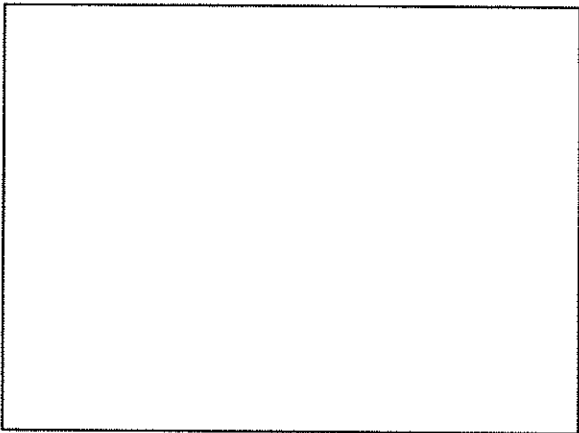
Public Hearing Sign Posted Prior/On: 05/21/2021
Public Hearing Sign Posted By: RB
Ⓢ Public Hearing Sign Location



0 40 80 160 240 320
Feet
For Location Reference Only

FILE NO. R21-29
APPLICANT: Amber Mendez & Rodolfo Velazquez
REQUEST: Rezoning from agricultural (A-1) to multifamily (MF-24)

PLANNING COMMISSION MEETING
June 1, 2021



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 GENERAL COMMERCIAL DISTRICT (C-2) TO HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-24) 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 June 1, 2021 for hearing the matter of a petition of John A. Mathias, requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to High Density Multi-family Residential District (MF-24).

Layman's Description: 1002 and 1235 Cooper Drive

Legal Description: TRACT A
THE EAST HALF (E 1/2) of the WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, CONTAINING 10 ACRES, MORE OR LESS, LESS AND EXCEPT: A PART OF THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TEN ACRE TRACT FOR A BEGINNING CORNER TO THE LANDS HEREBY INTENDED TO BE CONVEYED; THENCE NORTH 250 FEET; THENCE EAST 330 FEET; THENCE SOUTH 250 FEET; THENCE WEST 330 FEET TO THE BEGINNING CORNER.
TRACTB
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-SIX (26) TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF

SAID 40 ACRE TRACT; THENCE SOUTH 1,171.89 FEET TO THE NORTH BANK OF A CREEK; THENCE NORTH 74 DEGREES 41'57" EAST 342.06 FEET ALONG THE NORTH BANK OF SAID CREEK; THENCE NORTH 1,075.37 FEET TO THE NORTH LINE OF SAID 40 ACRE TRACT; THENCE NORTH 88 DEGREES 54'55" WEST 330.00 FEET TO THE POINT OF BEGINNING.

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 from General Commercial District (C-2) to High Density Multi-family Residential District (MF-24) 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 High Density Multi-family Residential District (MF-24).

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 _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



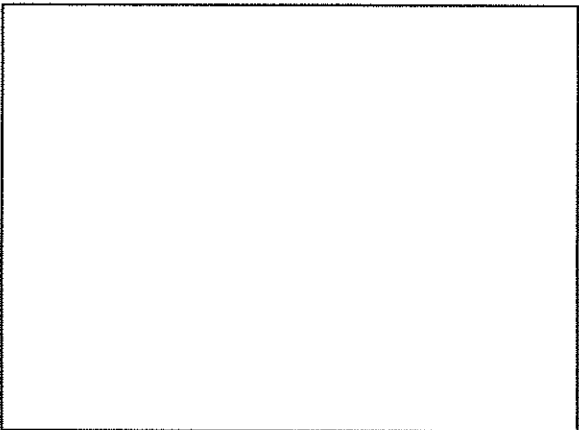
Public Hearing Sign Posted Prior/On: 05/21/2021
Public Hearing Sign Posted By: RB
Ⓢ Public Hearing Sign Location



0 40 80 160 240 320
Feet
For Location Reference Only

FILE NO. R21-30
APPLICANT: John Mathias
REQUEST: Rezoning from commercial (C-2) to
multifamily (MF-24)

PLANNING COMMISSION MEETING
June 1, 2021



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 THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO LIGHT INDUSTRIAL DISTRICT (I-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 June 1, 2021 for hearing the matter of a petition of ISC, LLC (Gregg Edwards) requesting that the following described tract of real estate be zoned from General Commercial District (C-5) to Light Industrial District (I-1)

Layman’s Description: 2200, 2300 and 2400 S. Old Missouri Road

Legal Description: A part of the fractional NW 1/4 of Section 7, township 17 North, Range 29 West of Washington County, Arkansas, more particularly described as follows: Beginning at a set iron pin, said pin being located South 00 degrees 02'07" East a distance of 692.57 feet from the found nail and bottle cap at the Northwest corner the fractional NW 1/4 of said Section 7, and run thence South 00 degrees 02'07" East 348.42 feet to a set iron pin, thence North 89 degrees 45'52" East 538.75 feet to a set iron pin located on the West right of way of Highway 265, thence Nor 04 degrees 27'37" West and with said right of way line 349.36 feet to a chiseled "X", thence South 89 degrees 45'52" West 511.79 feet to the point of beginning.

ALSO

A part of the Fraction Northwest Quarter (NW1/4) of Section seven (7), Township seventeen (17) North, Range twenty-nine (29) West, Washington County, Arkansas, more particularly described as follows: Beginning at a set iron pin, said pin being located South 00 degrees 02 minutes 07 seconds East a distance of 1049.99 feet from the nail and bottle cap at the Northwest corner of the Fractional Northwest Quarter (NW1/4) of said Section seven (7), and run thence South 00 degrees 02 minutes 07 seconds East 259.28 feet to a found iron pin, thence North 89 degrees 45 minutes 52 seconds East 558.81 feet to a found iron pin located on the West right of way line of Highway 265, thence North 04 degrees 27 minutes 37 seconds West with said right of way line 260.0 feet to a set iron pin, thence South 89 degrees 45 minutes 52 seconds West 538.75 feet to the beginning.

ALSO

A part of the Fractional Northwest Quarter (NW1/4) of the Northwest Quarter ((NW1/4) of Section 7, Township 17 North, Range 29 West in Washington County, Arkansas, more particularly described as follows: Beginning at a point 321.44 feet South of the NW corner of said Fraction NW 1/4, and running thence South 371.13 feet, thence North 89 degrees 47 minutes 59 seconds Easts 497.9 feet to the West right of way of State Highway 265; thence North 4 degrees 33 minutes 18 seconds West with said right of way 269.75 feet, thence Northerly along a curve to the right with said right of way, the radius of said curve being 5769.58 feet and the long chord bearing North 4 degree 25 minutes 42 seconds West 99.60 feet, a distance of 99.61 feet; thence North 89 degrees 51 minutes 18 seconds West 468.78 feet to the point of beginning, containing 4.10 acres, more or less.

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 from Thoroughfare Commercial District (C-5) to Light Industrial District (I-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 Thoroughfare Commercial District (C-5) to Light Industrial District (I-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 _____, 2021.

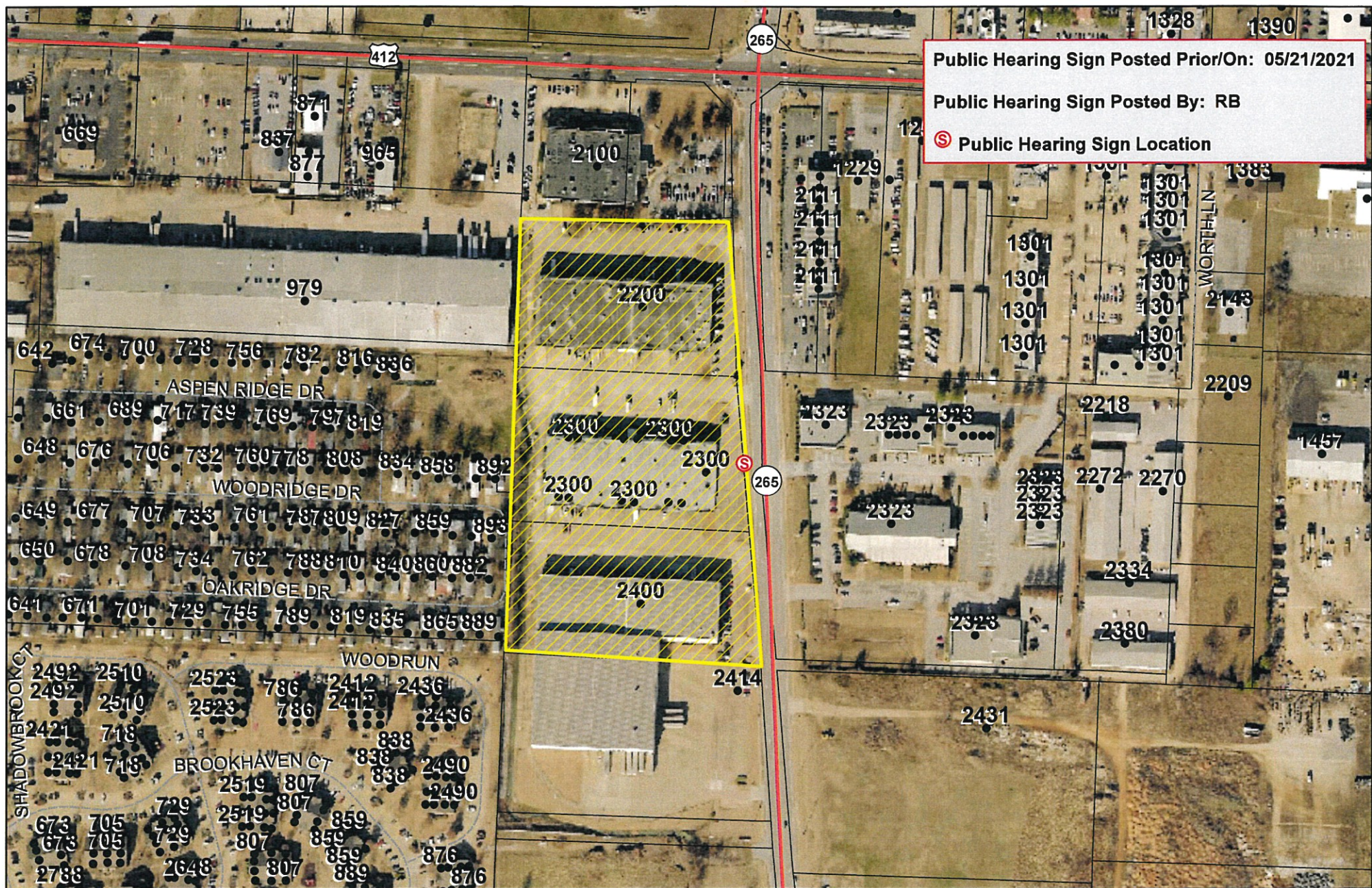
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

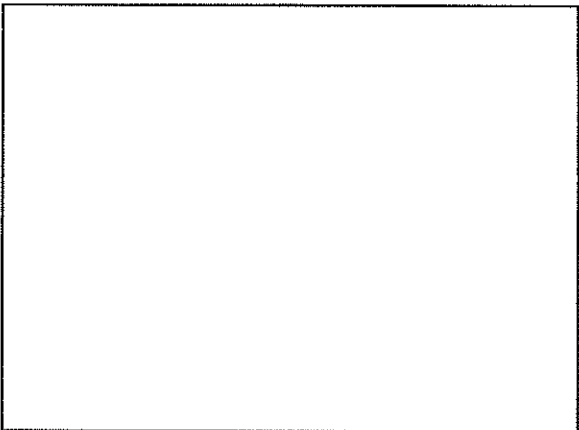




0 60 120 240 360 480
Feet
For Location Reference Only

FILE NO. R21-31
APPLICANT: ISC Properties, LLC
REQUEST: Rezoning from commercial (C-5) to
industrial (I-1)

PLANNING COMMISSION MEETING
 June 1, 2021



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 GENERAL COMMERCIAL DISTRICT (C-2) 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 June 1, 2021 for hearing the matter of a petition of Terry and Lavona Presley , requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: West side of S. 64th Street, south of Watkins Avenue

Legal Description: A PART OF THE NE1/4 SW1/4 OF SECTION 8, T-17-N, R-30-W, IN THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COTTON SPINDLE FOR THE SE CORNER OF SAID NE1/4 SW1/4, THENCE ALONG THE EAST LINE OF SAID NE1/4 SW1/4 N 02°17'17" E 518.66 FEET TO THE TRUE POINT OF BEGINNING(A SET IRON PIN BEARS N 87°32'02" W 12.81 FEET FROM THIS POINT), THENCE N 87°32'02" W 410.83 FEET TO A SET IRON PIN, THENCE N 03°02'31" E 204.88 FEET TO A FOUND IRON PIN, THENCE N 02°36'55" E 319.19 FEET TO A FOUND IRON PIN, THENCE S86°24'32"E 407.91 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4 SW1/4 (A FOUND IRON PIN BEARS N86°24'32" W 25.33 FEET FROM THIS POINT), THENCE S02°27'17" W 516.04 FEET TO THE POINT OF BEGINNING, CONTAINING 4.88 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS OR 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 from Agricultural District (A-1) to General Commercial District (C-2) 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 General Commercial District (C-2)

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 _____, 2021

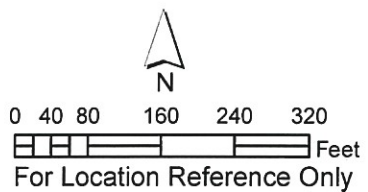
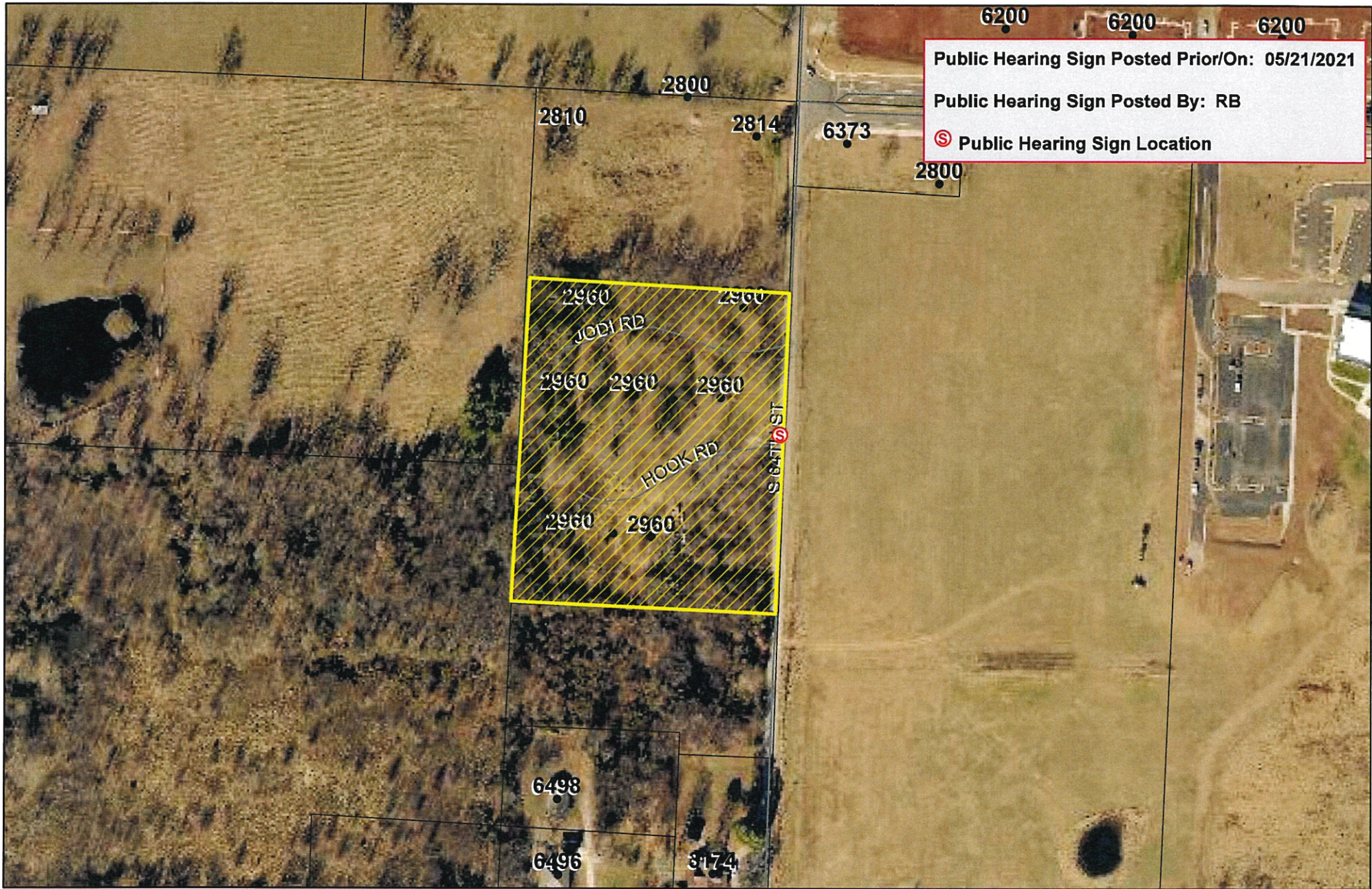
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

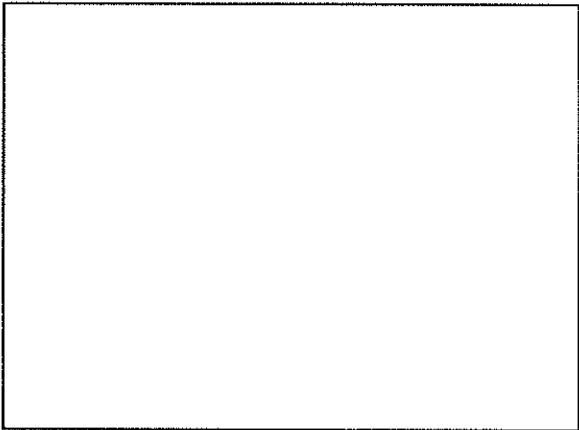
APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R21-33
APPLICANT: Terry Presley
REQUEST: Rezoning from agricultural (A-1) to commercial (C-2)

PLANNING COMMISSION MEETING
June 1, 2021



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 GENERAL COMMERCIAL DISTRICT (C-2) 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 June 1, 2021 for hearing the matter of a petition of Children's Safety Center, Inc. requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: 3824 Gene George Blvd.

Legal Description: A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF SOUTH 56TH STREET (GENE GEORGE BOULEVARD) WHICH IS N87°30'58"W 60.86' FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S01°11'58"E 27.25', S00°21'57"E 388.35', ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 706.02' FOR A CHORD BEARING AND DISTANCE OF S01°24'34"W 43.74', S03°11'04"W 105.66', ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.50' FOR A CHORD BEARING AND DISTANCE OF S76°27'31"W 10.65', N87°41'18"W 20.50', S02°18'42"W 52.52', THENCE LEAVING SAID WEST RIGHT-OF-WAY N87°31'49"W 116.65', THENCE N02°27'21"E 12.75' TO A POINT IN AN EXISTING FENCE LINE, THENCE ALONG SAID FENCE LINE THE FOLLOWING: N84°50'39"W 10.59' TO AN EXISTING FENCE CORNER POST, N03°03'46"E 84.21' TO AN EXISTING COTTON PICKER SPINDLE IN AN EXISTING FENCE CORNER POST, N86°13'05"W 130.02', N85°55'09"W 225.40' TO AN EXISTING FENCE CORNER POST, THENCE LEAVING SAID FENCE LINE N03°45'38"E 128.19' TO A POINT IN AN EXISTING FENCE LINE, THENCE ALONG SAID FENCE LINE N03°51'44"E 114.99', THENCE CONTINUING ALONG SAID FENCE LINE AND ITS EXTENSION N03°10'18"E 252.15', THENCE

LEAVING SAID FENCE LINE S88°37'54"E 7.79' TO AN EXISTING REBAR, THENCE N03°02'58"E 17.93' TO AN EXISTING REBAR, THENCE S87°30'58"E 475.06' TO THE POINT OF BEGINNING, CONTAINING 6.265 ACRES, MORE OR LESS. SUBJECT TO ALL 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 from Agricultural District (A-1) to General Commercial District (C-2) 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 General Commercial District (C-2).

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 _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 05/21/2021

Public Hearing Sign Posted By: RB

S Public Hearing Sign Location



0 30 60 120 180 240
Feet
For Location Reference Only

FILE NO. R21-34
APPLICANT: Children's Safety Center, Inc
REQUEST: Rezoning from agricultural (A-1) to
commercial (C-2)

PLANNING COMMISSION MEETING
June 1, 2021

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CARSON ENGINEERING AND MANUFACTURING, INC. IN CONNECTION WITH L21-18 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 including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L21-18, a Large Scale Development for Carson Engineering and Manufacturing, Inc. and the Planning Commission recommends approval of payment in lieu of for 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 Bain Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L21-18, a Large Scale Development for Carson Engineering and Manufacturing, Inc.

Option 2: Denies a waiver of street improvements to Bain Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L21-18, a Large Scale Development for Carson Engineering and Manufacturing, Inc.

Option 3: Approves payment in lieu of improvements to Bain Street in connection with L21-18, a Large Scale Development for Carson Engineering and Manufacturing, Inc. with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Bain Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with L21-18, a Large Scale Development for Carson Engineering and Manufacturing, Inc.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

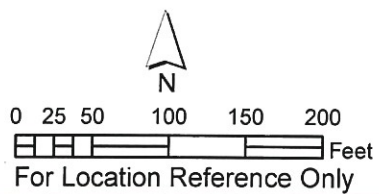
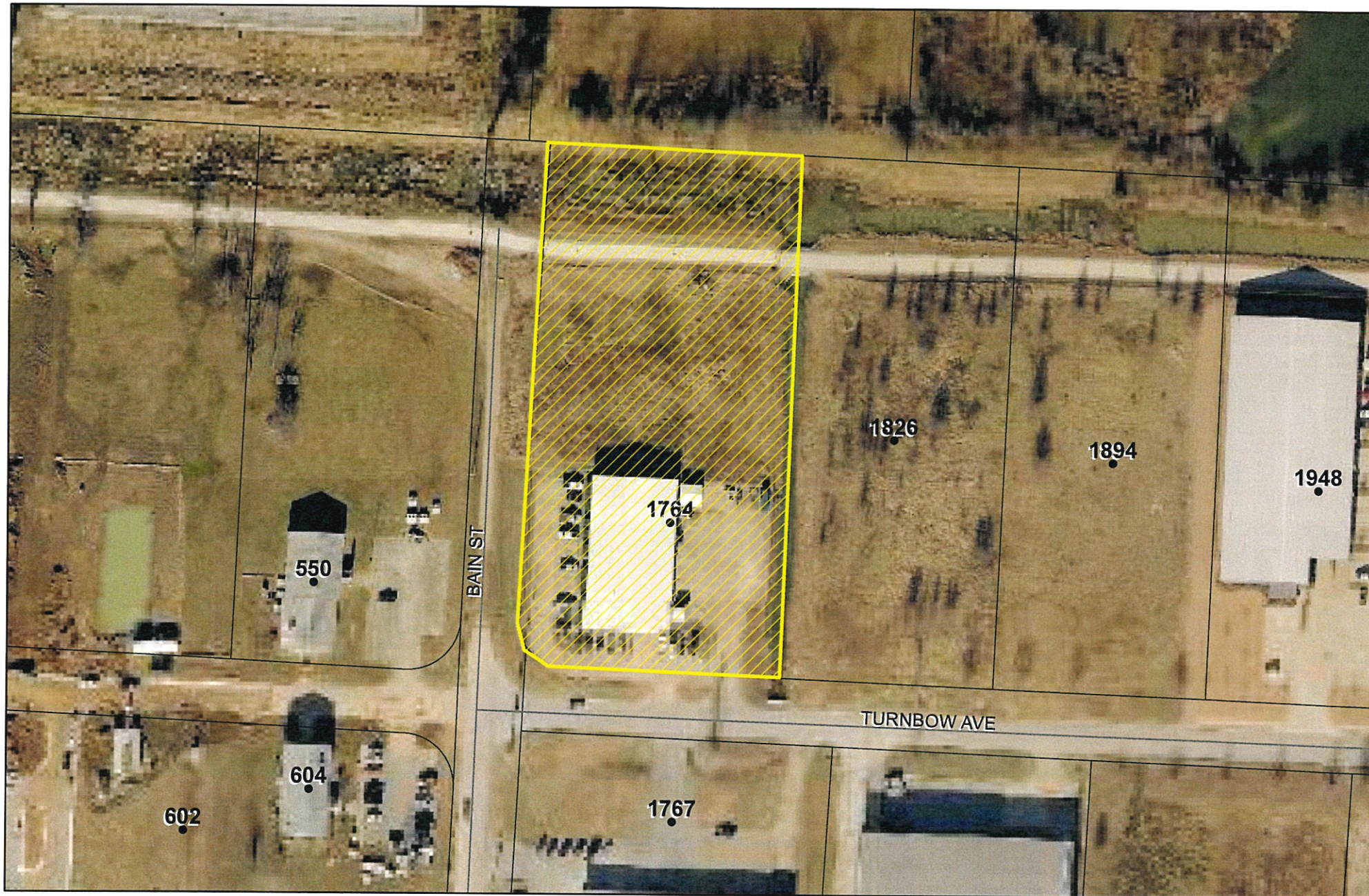
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. W21-09
APPLICANT: Carson Engineering & Manufacturing, Inc
REQUEST: Waiver of street improvements

PLANNING COMMISSION MEETING
June 1, 2021

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CHANGE IN
STAFFING OF THE FIRE DEPARTMENT**

WHEREAS, the Fire Chief would like to add an additional 5th ambulance to serve the citizens of Springdale; and

WHEREAS, staffing an additional ambulance would require six additional firefighters at an annual cost of \$358,958 for salaries and benefits;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council supports increasing the current authorization of 72 firefighters to 78, effective August 1, 2021, for the addition of a fifth ambulance and hereby approves this change.

PASSED AND APPROVED this 22nd day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Post Office Box 1521
417 Holcomb Street
Springdale, AR 72765-1521
Phone (479) 751-4510
Fax (479) 750-8104

Springdale Fire Department

June 11, 2021

To Mayor Sprouse and Fire and Police Committee Chair Brian Powell;

As both of you are aware, we laid out our needs for additional staffing during the 2021 budget hearings. With everyone still uncertain about the impact that the pandemic would have on the revenues and expenditures of the city, we did not push hard for the additional personnel, but did ask that we leave the possibility of adding personnel mid-year as an option.

I am coming to you requesting that we add the 3(three) additional Battalion Chief's to shift, as well as add an additional 6(six) personnel to staff the 5th ambulance. All total I am requesting the addition of 9(nine) personnel with promotions to take place adding 3 battalion chiefs.

With the opening of station 9, we have far exceed the span of control for one Battalion Chief on shift to handle the overall day to day operations. Besides extending beyond that span of control, we have seen a large shift in our department with newer members both in the firefighter role, but less experienced supervisors due to promotions and the retirement of several seasoned and experienced personnel. Those combinations simply make it imperative that we add supervision in order to keep our citizens and our personnel safe.

Our department has many individuals with 10 years or less experience and that includes our Captains in who are the front-line supervisors. We currently have about 9 years of experience in our captain's ranks, and if all of those that are eligible to retire leave, we drop that to just over 7 years. With our young department as a whole, that serves as a true exposure to our organization with many of these individuals not getting the experience with real fire that many before them did. As we all know, the number of fires within our community is less than it was 5 years ago! Experience comes in training, and an extra set of eyes is critical not only to our success, but also our safety and the safety of our citizens.

The other request is to hire an additional 6 personnel to staff the 5th ambulance. While we have not seen our calls for service climb at the level we expected, we are seeing a longer time that our units are out on calls. Each call is taking longer due to decontamination requirements that we have stepped up, but also the documentation and



"To Save Lives, Property, and Minimize the effects of all emergencies in the City of Springdale"

Post Office Box 1521
417 Holcomb Street
Springdale, AR 72765-1521
Phone (479) 751-4510
Fax (479) 750-8104

Springdale Fire Department

follow-up that is required on our calls. It will also allow us to put an ambulance on the west side of town, west of I-49 which currently has no ambulance located on that side of town, and we continue to see an increase in housing and population grown in that area. We are simply trying to stay ahead of the curve so that all of our citizens get the type of response they need.

The cost of these additional personnel will not take effect until August 01, 2021 if you approve the request. We will have to hire for the next academy and that will not begin until August, so there is no need to hire any sooner. The promotions would take place on August 01 as well. This is the financial request and adjustment to our 2021 budget that we would request.

Promotional Costs for the 3 Battalion Chiefs: \$7,000
Addition of the 9 personnel for above and 5th ambulance: \$170,000

Total request for 2021 budget increase in payroll: \$177,000.

Michael J. Irwin
Fire Chief
Springdale Fire Department

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CHANGE IN
STAFFING OF THE FIRE DEPARTMENT**

WHEREAS, the Fire Chief would like to add three additional Battalion Chiefs increasing the number from three to six; and

WHEREAS, the Fire Chief's memo is attached explaining the need for these positions;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council supports increasing the current authorization of three battalion chiefs to 6, effective August 1, 2021.

PASSED AND APPROVED this 22nd day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

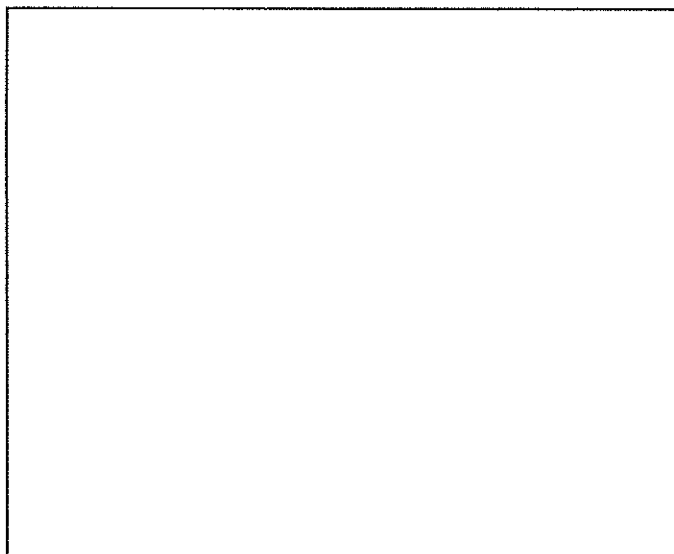
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A DEDICATED PUBLIC
STREET, PURSUANT TO ARK. CODE
ANN. §14-54-104(2), IN HENSON
HEIGHTS 2ND SUBDIVISION TO THE
CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS,
AND DECLARING AN EMERGENCY.**



WHEREAS, on April 10, 1964, the subdivision plat for Henson Heights 2nd Subdivision was filed for record in the Washington County land records;

WHEREAS, the aforementioned plat contained a fifty (50) foot wide street dedication (originally known as Evans Avenue, but now known as Annie Laurie Avenue) along the northern boundary of the Subdivision;

WHEREAS, the above-described street has never been constructed east of Lot 19 of the Subdivision, has not been used as a public street, and it is not practicable for the City to build this street;

WHEREAS, Ark. Code Ann. §14-54-104(2) gives cities of the first class the authority to alter or change the width or extent of streets, and to vacate portions thereof;

WHEREAS, after taking into consideration all the facts and circumstances associated with this matter, it is in the best interests of the City to vacate that portion of "Evans Avenue" located east of Lot 19 of Henson Heights 2nd Subdivision:

Commencing at the NE corner of Lot 19, Henson Heights 2nd Subdivision, and running thence East 695.00 feet; thence North 50.00 feet; thence West 695.00 feet; thence South 50 feet to the POINT OF BEGINNING; containing 34,750 square feet or 0.80 acres, more or less. And as shown on the attached Exhibit "A".

WHEREAS, the portion of the dedicated public street vacated herein shall become the property of the adjoining property owners as is provided by Ark. Code Ann. §14-301-306;

WHEREAS, public interest and welfare will not be adversely affected by the releasing, vacating, and abandoning of the dedicated public street herein described.

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

Section 1: For the reasons stated herein, the City of Springdale, Arkansas, hereby releases, vacates and abandons its interests, with the rights of the public generally, in and to that portion of a fifty (50) foot wide street, originally platted as Evans Avenue, as previously described herein;

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: Upon abandonment of the dedicated public street described herein, the ownership of the property shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the street so abandoned, and the ownership shall be free from that portion of the previously dedicated city street.

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 _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

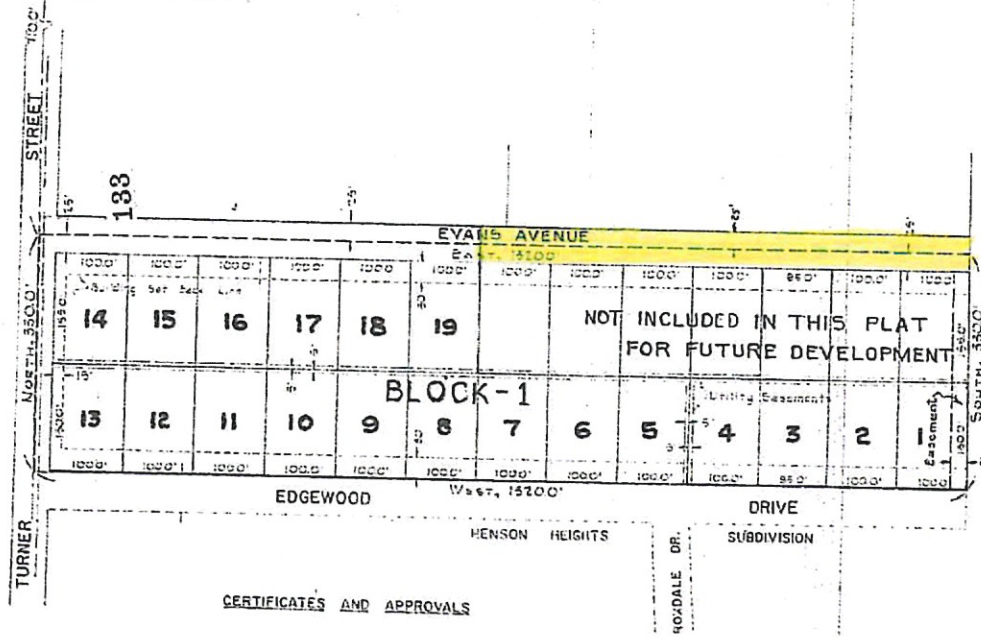
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

NW Corner of NE 1/4, NW 1/4,
Sec. 15, T-17-N, R-50-W

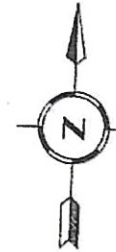
Subd April 10, 1964, 5:19 P.M.

133



LEGAL DESCRIPTION
A part of the NE 1/4 of NW 1/4 of Sec. 15, T-17-N, R-50-W, Beginning 710' South of NW Corner of said NE 1/4 of NW 1/4, Sec. 15, T-17-N, R-50-W, Running thence East 1320', thence South 550', thence West 1320', thence North 550' to the point of beginning, containing 1000'±.

LEGAL DESCRIPTION
A part of the NE 1/4 of NW 1/4 of Sec. 15, T-17-N, R-50-W, Beginning 710' South of NW Corner of said NE 1/4 of NW 1/4, Sec. 15, T-17-N, R-50-W, Running thence East 1320', thence South 550', thence West 1320', thence North 550' to the point of beginning.



SCALE 1"=100'

SUBSCRIBED AND SWORN TO BEFORE ME ON

NOTARY PUBLIC
MY COMMISSION EXPIRES

A PROPOSED PLAT OF	
HENSON HEIGHTS 2ND SUBDIVISION	
Springdale	Arkansas
DATE	DATE
Oct. 1, 1963	Oct. 1, 1963
SHEET NO.	SHEET NO.
1	1
OF	OF
100 NO.	100 NO.
P.S.	P.S.

CERTIFICATES AND APPROVALS

a. Certificate of Ownership and Dedication

I hereby certify that I am the owner of the property shown and described hereon and that I do hereby dedicate all streets, alleys, easements to public use as noted. I further certify that the platting as filed cannot be changed unless vacated pursuant to applicable laws.

Subscribed and sworn to before me this 11th day of October, 1963.
My Comm. Exp. 1-15-67
Date _____
Owners _____

b. Certificate of Approval of Water and Sewer System

I hereby certify that the proposed water supply and sewage disposal systems in this subdivision fully meet the requirements of the Arkansas State Board of Health and are hereby approved.

Date _____
Water Superintendent _____

c. Certificate of Accuracy

I hereby certify that the plan shown and described hereon is a true and correct survey and that the monuments have been placed as stated hereon as required by the subdivision regulations of the City of Springdale Arkansas.

Date _____
Surveyor _____

d. Certificate of Approval for Recording

This plat was approved by the Springdale Planning Commission at a meeting held on Dec. 3, 1963.
Date _____

H. Carson H. Forster
Sec. Planning Commission

e. Certificate of Acceptance of Land for Public Use

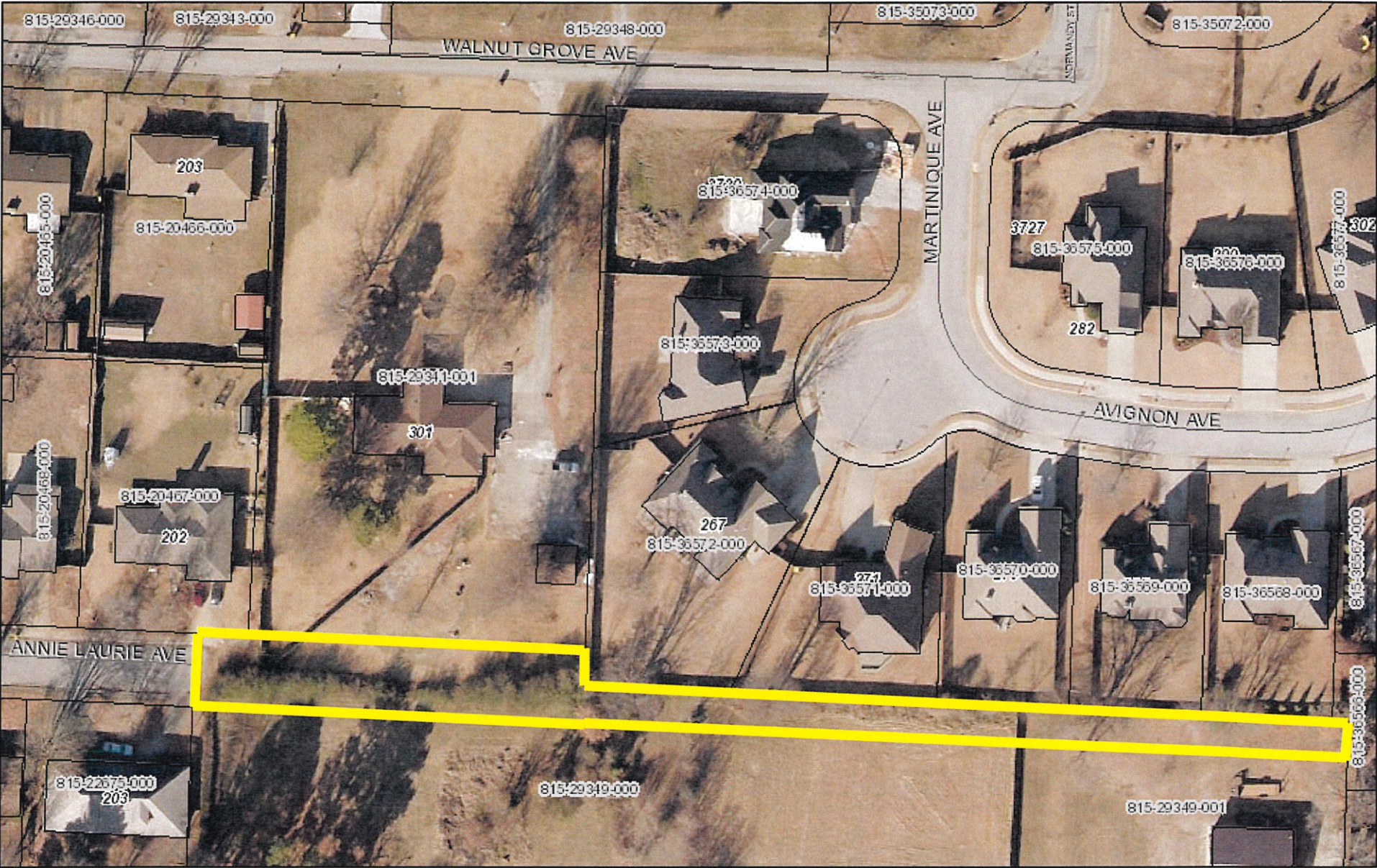
The land dedicated for streets and other public uses in this Final Plat was accepted by the Springdale City Council at a meeting held on February 11, 1964.
Date _____

H. L. Brogden
City Clerk
Mayor _____

f. Restrictions

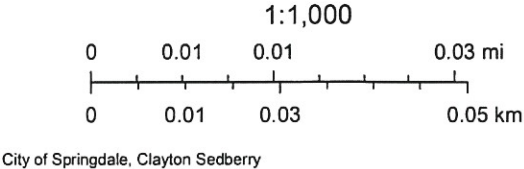
Houses restricted to living area of 1000 ft²

City of Springdale Zoning Map



June 8, 2021

- | | | | |
|-------------------------------------|--------------------|--------------|-----------|
| Form-Based Code District Overlay | Benton Co. Parcels | STREAMS | LAKES |
| S.E.E.D. Overlay District - Outline | SCHOOLS | MAIN CHANNEL | Buildings |
| Washington Co. Parcels | | TRIBUTARY | RAILROAD |

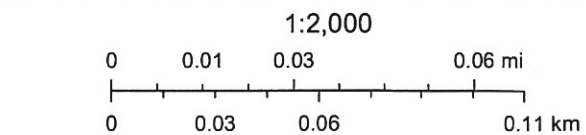


City of Springdale Zoning Map



June 8, 2021

- | | | | |
|-------------------------------------|--------------------|--------------|-----------|
| Form-Based Code District Overlay | Benton Co. Parcels | STREAMS | LAKES |
| S.E.E.D. Overlay District - Outline | SCHOOLS | MAIN CHANNEL | Buildings |
| Washington Co. Parcels | | TRIBUTARY | RAILROAD |



City of Springdale, Clayton Sedberry

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF A
CONSERVATION EASEMENT ON PROPERTY OWNED
BY THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT
TO THE ARKANSAS CONSERVATION EASEMENT ACT,
ARK. CODE ANN. §15-20-401, *et seq.***

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 815-29767-200 and Parcel No. 815-29767-211, Washington County, Arkansas; and Parcel No. 21-00172-010 Benton County, Arkansas (collectively "the Property");

WHEREAS, the City of Springdale, Arkansas, wishes to avail itself of the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.*, (the "Act"), for the purposes of retaining or protecting natural, scenic, or open-space values of the Property; assuring the Property's availability for agricultural, forest, recreational, or open-space use; protecting natural resources; and, maintaining or enhancing air or water quality of the Property;

WHEREAS, in order to comply with the provisions of the Act with regard to the Property, the City wishes to grant to the Northwest Arkansas Land Trust a Conservation Easement on the Property, as shown on the attached Exhibit "A", which will be filed for record with land records of Washington County, Arkansas, and Benton County, Arkansas;

WHEREAS, the Conservation Easement is necessary in preserving and maintaining the Property consistent with the purposes of the Act; and

WHEREAS, both the Act and Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document when authorized to do so by Resolution approved 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 hereby authorized to execute the attached Grant of Conservation Easement and Declaration of Covenants document granting a conservation easement to the Northwest Arkansas Land Trust on the Property pursuant to the Act.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Upon recording return to:
Northwest Arkansas Land Trust
1725 Smokehouse Trail
Fayetteville, Arkansas 72701
479-966-4666

**GRANT OF CONSERVATION EASEMENT
AND DECLARATION OF COVENANTS**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (“Easement”) dated this this _____ day of _____, 2021 (the “Easement Date”) by and between **CITY OF SPRINGDALE, ARKANSAS**, an Arkansas municipal corporation (“Owner”), which shall include any successor in interest to the Owner executing this Easement, and the **NORTHWEST ARKANSAS LAND TRUST**, an Arkansas non-profit corporation (“Holder”), for the purpose of forever conserving the Conservation Values of the Property (both hereinafter defined).

**ARTICLE I
BACKGROUND**

1.01 Defined Terms. Initially capitalized terms not defined in this Article I are defined in Article VII.

1.02 Protected Property. Owner owns in fee simple certain real property, more particularly described in Exhibit “A” attached hereto (the “Property”), and desires to grant and convey to Holder an unconditional and perpetual easement upon the Property for the purposes described in Section 1.03.

1.03 Easement; Covenants.

(a) **Easement.** By this Easement, Owner grants and conveys to Holder an unconditional and perpetual easement upon the Property for the purpose of advancing the Conservation Purposes described below (the “Conservation Purposes”). The Easement empowers Holder to prevent and terminate activities, uses, and Improvements inconsistent with the Conservation Purposes. Article IV more fully describes the rights this Easement vests in Holder. It is the purpose of the Owner and Holder to avail themselves of the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. § 15-20-401 *et seq.*, without intending that the existence of this Easement be dependent on the continuing existence of that law.

(b) **Owner Covenants.** By this Easement, Owner, in furtherance of the Conservation Purposes, establishes covenants binding upon Owner’s interest in the Property, which are set forth in Articles II through Article III. Article V addresses potential violation of these covenants and remedies.

(c) **Holder Covenants.** By this Easement, Holder accepts the Easement and, in furtherance of the Conservation Purposes, establishes covenants binding upon Holder's easement interest in the Property, which are set forth in Article IV.

1.04 Easement Plan. Attached as Exhibit "B" is a graphic depiction of the Property subject to the Easement (the "**Easement Plan**").

1.05 Conservation Purposes. The Conservation Purposes of this Easement are (i) to protect the "**Conservation Values**" (hereinafter defined and described), and other significant conservation interests (except to the extent it is necessary to impair such other conservation interests to protect the Conservation Values); and (ii) to limit the use of the Property to those uses and activities that are consistent with such Conservation Values and interests.

More specifically, the Conservation Values and related Conservation Purposes, include the following, and are further detailed in the Baseline Documentation Report described in Article I, Section 1.06.

(a) **Water Resources.** The Property is located in the Illinois River watershed. Protection of the Illinois River is a multi-state priority. The Property is also adjacent to Lake Springdale, a waterbody used for recreational fishing. It is among the Conservation Purposes to maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream from the Property.

(b) **Biological Resources.** The purpose of the addition of this Property to existing greenspace owned by Owner, namely JB Hunt Park, is to further ensure habitat for wildlife and improve the long-term viability of biodiversity in the region. It is among the Conservation Purposes to protect the quality of relatively natural habitat for fish, wildlife, and plants, or similar ecosystems, including animals, fungi, other organisms, and particularly Native Species.

(c) **Scenic Resources.** The general public enjoys scenic views of the pasture from the Razorback Greenway Trail. It is among the Conservation Purposes to further the preservation of open space by protecting the scenic views of the Property visible from public rights-of-way.

(d) **Open Space.** To preserve Open Space pursuant to the regional Northwest Arkansas Open Space Plan, and to maintain the Property as a nature park facility for the enjoyment of the general public.

(e) **Ecosystem Services.** To contribute to the resiliency and functioning of natural processes important to human systems; to retain, detain, and disperse storm water runoff, thus mitigating erosion and flooding downstream of the Property; to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels.

1.06 Baseline Documentation. The specific Conservation Values of the Property and its current use and state of Improvement are further documented in a Baseline Documentation Report (the "**Baseline Documentation Report**" or "**Report**") prepared by Holder and to be kept at the principal office of Holder. As of the Easement Date, Owner and Holder have signed and

acknowledged the Report to be complete and accurate as of the Easement Date. The Report includes reports, maps, photographs, and other documentation, to be used by Holder to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. Notwithstanding the foregoing, the Report shall not be used to preclude the use of other evidence to establish additional Conservation Purposes of the Property now or in the future. The Report is incorporated by reference herein as if restated in full.

1.07 Consideration. Owner acknowledges receipt, as of the Easement Date, of good and valuable consideration for this Easement, including, but in no way limited to, the public benefit obtained, the covenants set forth in Article IV, and perpetual satisfaction of the Conservation Purposes. Notwithstanding the foregoing, Owner has received no monetary or other tangible economic benefit from Holder in exchange for the donation of this Easement.

1.08 Superior to all Liens. Owner warrants to Holder that the Property is, as of the Easement Date, free and clear of Liens or, if it is not, that Owner has obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Property as of the Easement Date.

ARTICLE II TRANSFER; SUBDIVISION

2.01 Prohibitions. Owner is prohibited from taking the following actions, except as may be specifically set forth in Section 2.02. Owner may not:

(a) **Transfer of Portion of Property.** Transfer ownership, possession, control of land by lease, or use of a portion of the Property, including subsurface portions of the Property, independent of the remainder of the Property;

(b) **Subdivision.** Create any Subdivision of the Property;

(c) **Transfer of Density.** Use the acreage protected under this Easement to increase allowable density or intensity of development within other portions of the Property or outside the Property; or

(d) **Transfer of Rights.** Transfer development rights or other rights granted, allocated to or inherent in the Property in support of development outside the Property.

2.02 Permitted Uses and Activities. Owner is permitted to make the following uses of, and undertake the following activities on, the Property:

(a) **Lots within Property.** Merge two (2) or more Lots into one (1) Lot; or subject to Review, reconfigure one (1) or more of the boundaries of such Lots, as long as the boundary of the Property as described in Exhibit "A" remains unchanged;

(b) **Transfer to Qualified Organization.** Subject to Review, creation and transfer of a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes approved by Holder; and

(c) **Transfer of Rights of Possession or Use.** Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Property for purposes permitted under, and subject to compliance with, the terms of this Easement. Leases of space within Improvements are not subject to Review.

2.03 Requirements.

(a) **Establishment of Lots; Allocations.** Prior to transfer of a Lot following a Subdivision, Owner must (i) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Easement. This information will become part of the Baseline Documentation Report incorporated into this Easement.

(b) **Amendment.** Holder may require Owner to execute an Amendment of this Easement to reflect a change to the description of the Property set forth in Exhibit "A," or other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

ARTICLE III RESERVED USES AND ACTIVITIES

3.01 Improvements. Improvements are prohibited on the Property except as expressly reserved in this Section 3.01.

(a) **Existing Improvement.** The following applies to Existing Improvements:

(i) The existing unpaved Access Drive, underground spring-fed water line, and the storage shed may be maintained, repaired, and replaced in their existing locations. The unpaved Access Drive may not be maintained or replaced with impervious surface, including concrete, asphalt or compact gravel.

(ii) The existing Brown Barn and Old Milk Barn, as documented in the Baseline Documentation Report, may be removed, but not replaced.

(b) **Existing Servitudes.** Improvements that Owner is required to allow because of an Existing Servitude are permitted.

(c) **Additional Improvements.** The following Additional Improvements are permitted:

(i) **Fences.** New fences may be built on the Property for purposes of reasonable and customary access control and protection of resources, provided that any

such fencing does not substantially diminish or impair the Conservation Purposes, including aesthetic and scenic values of the Property, and does not exclude or restrict wildlife movement on or off of the Property.

(ii) **Trails.** The following trails are permitted:

(1) Subject to Review and approval, one (1) soft surface or paved trail connecting the Razorback Greenway Trail and Rabbit Foot Lodge Historic Site.

(2) (a) Walking trails constructed of native, mowed grasses; and (b) trails covered, if at all, by wood chips, gravel or other highly porous natural, noninvasive material. The location and density of trails shall be planned in a manner consistent with preservation of the natural integrity of the Property, with special consideration given to the preservation of ecologically significant areas and species of special conservation concern.

(iii) **Trail Signage.** Trails may include signs to mark the trail, to provide information regarding restrictions, and for interpretive purposes. Signage shall be unobtrusive in nature and planned with the express goal of minimizing impact to the vistas and Open Space nature of the Property.

(iv) **Trail Facilities.** Trails may include benches, picnic tables, wastebaskets and bicycle racks, as may be deemed necessary. All other facilities are subject to Review and approval. The design, location and density of trail facilities shall be architecturally consistent with the natural setting of the Property and planned with the express goal of minimizing impact to ecologically significant areas and species of special concern, as well as the vistas and Open Space nature of the Property.

(v) **Disk Golf Facilities.** Low impact infrastructure for an 18-hole disk golf course, including disk golf baskets and launch pads, in accordance with a disk golf course plan approved by the Holder after Review.

(vi) **Structures.** Subject to Review, the Holder may construct, maintain, repair, remove or replace any of the following, provided that the structure is of a reasonably limited footprint, is architecturally consistent with the natural setting of the Property, does not pose a threat to sensitive species or ecologically sensitive habitats, and is in accordance with local, state, and federal laws:

(1) **Public Restroom.** Subject to Review, one (1) public restroom facility.

(2) **Pavilion.** One (1) open-air pavilion or gazebo.

(3) **Wildlife Viewing and Habitat Structures.** A reasonable and necessary number of raised walkways, wildlife viewing platforms, bird blinds, and habitat enhancement devices such as bat boxes or bird houses.

Any area of the Property disturbed in the process of Construction must be restored to a natural condition promptly after completion to ensure the activity does not substantially diminish the Conservation Purposes.

(vii) **Utility Improvements within Property.** Utility Improvements to service Improvements within the Property, but only if there is no other reasonably feasible means to provide access and utility services to the Property.

(viii) **Utility Improvements outside of Property.** Utility Improvements servicing activities, uses, or Improvements not within the Property that Holder, without any obligation to do so, approves after Review.

3.02 Activities and Uses. Activities and uses are prohibited except as permitted below in this Section 3.02 and provided in any case that: (i) the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Purposes, and (ii) no Invasive Species are introduced.

(a) **Existing Servitudes.** Activities and uses that Owner is required to allow because of an Existing Servitude are permitted.

(b) **Resource Management and Disturbance.** The following activities and uses are permitted:

(i) Construction or other disturbance of resources, including cutting of trees, only to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, their belongings, or health of Native Species on or about the Property. Owner must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review. Removal of Invasive Species is permitted.

(ii) Planting, replanting, and maintaining Native Species.

(iii) Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity.

(iv) Owner may use, or permit the use of, service vehicles and motorized equipment on the Property provided that:

(1) The use of such vehicles is reasonable and necessary for maintenance and/or emergency access to the Property, or for providing access to people with disabilities.

(2) The permission afforded by Owner is limited to a short-term license and is not a right-of-way, easement, or other permanent legal interest.

(3) Vehicles take care to avoid ecologically significant areas and species of special conservation concern on the Property.

(v) Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, other substances to promote the health and growth of vegetation. These permitted substances do not include sewage or industrial sludge, biosolids, septic system effluent, and related substances.

(vi) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or permitted uses.

(vii) Mowing or otherwise maintaining existing pasture.

(viii) Subject to Review, and pursuant to a city permit, the Owner may permit or host special events of short duration by specific groups within the Property, so long as such events do not substantially diminish or impair the Conservation Purposes of the Property. Special Events may include the temporary use of service vehicles, cooking grills, temporary tents, shade structures, and toilet and refreshment areas.

(viii) Owner reserves the right to conduct habitat management activities, subject to federal, state and local regulations, and the specific terms and conditions of the Easement. All habitat management activities shall be conducted in accordance with a written Habitat Management Plan subject to Review and approval by Holder. The Habitat Management Plan should, if possible, be reviewed and updated at least every ten (10) years. The Habitat Management Plan shall include, at a minimum, the following:

(1) Goals and objectives of the Owner, consistent with the purposes and terms of the Easement.

(2) Identification and mapped location of significant habitat types, species of special conservation concern, and natural and physical features of the Property.

(3) A description of the current and desired natural condition and threats to each habitat type.

(4) A description of contemplated management plans and proposed access plan for each habitat type.

(5) A description of foreseeable situations in which chemical application will be recommended, including the type, amount, method of

application, and recommended limitations to protect water quality and sensitive species.

(ix) Owner reserves the right to allow public access and use of the Property subject to the restrictions outlined by this Easement for the purpose of permitted outdoor recreational activities and educational outreach to enhance the quality of life.

(x) Other activities that Holder, in its sole discretion, determines are consistent with the Conservation Purposes and are conducted in accordance with a management plan or other plan approved for that activity after Review.

(c) **Other Activities.** Activities are permitted that do not require Improvements and do not materially or adversely affect maintenance or attainment of Conservation Purposes such as the following: (i) walking, bird watching, and nature study; and (ii) educational or scientific activities consistent with the Conservation Purposes.

ARTICLE IV RIGHTS AND DUTIES OF HOLDER AND BENEFICIARIES

4.01 Holder Covenants. In support of the Conservation Purposes, Holder declares the following covenants binding upon its easement interest in the Property:

(a) **Exercise of Powers.** Holder must exercise the powers granted to it by this Easement to prevent and terminate activities and uses of, and Improvements within, the Property that are inconsistent with the Conservation Purposes.

(b) **Must be Qualified Organization.** Holder must be and remain at all times a Qualified Organization and must not transfer this Easement or otherwise assign its rights or responsibilities under this Easement to a Person other than a Qualified Organization committed to upholding the Conservation Purposes.

(c) **Proceeds Used for Conservation Purposes.** Holder must use any funds received on account of the release, termination or extinguishment of the Easement in whole or in part in furtherance of its charitable conservation purposes.

4.02 Rights and Duties of Holder. The items set forth below are both rights and duties vested in Holder by this Easement:

(a) **Protect in Perpetuity.** To protect the Conservation Purposes of the Property in perpetuity.

(b) **Enforcement.** To enter the Property to investigate a suspected, alleged or threatened violation of the provisions of this Easement and, if found, to enforce the terms of this Easement by exercising Holder's remedies in this Easement.

(c) **Inspection.** To enter and inspect the Property for compliance with the requirements of this Easement in a reasonable manner and at reasonable times.

(d) **Review.** To exercise rights of Review in accordance with the requirements of this section.

(e) **Interpretation.** To interpret the terms of this Easement and, at the request of Owner, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Property.

4.03 Amendment and Holder's Discretionary Approval Background. Owner and Holder have determined, in good faith, the limitations of any permissible modifications hereto. Owner and Holder recognize that natural conditions, landscapes, uses and technologies change over time. Holder and Owner recognize that unforeseen or changed future circumstances may arise which makes it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Purposes of the Property and to guaranty the perpetual nature of this Easement. Additional proposed activities may require the exercise of discretion by Holder, as further described below. This Section, therefore, ensures that the Holder protects the Conservation Purposes of the Property in perpetuity.

(a) **Purpose.** To this end, if approved by the Holder in its sole discretion, Owner and Holder have the right to modify this Easement. Holder may exercise its discretion in accordance with the provisions and limitations of this Section. Holder has no obligation to agree to any modification of this Easement. No modification shall adversely affect the perpetual duration of this Easement or the perpetual protection of its Purposes.

(b) **Amendment Requirements.** Holder shall not consent to any amendment of this Easement unless Owner submits a written request for Amendment pursuant to Holder's existing amendment policy and such proposed Amendment qualifies under Holder's policy then in effect respecting conservation easement amendments. The effect of such Amendment shall enhance, or at least be neutral with respect to, the Conservation Purposes of this Easement. Owner and Holder may amend this Easement to be more restrictive to comply with the provisions of Code Section 2031(c). Holder may require subordination of any Lien as a condition of permitting any substantive amendment to this Easement.

(c) **General.** Holder and Owner shall have no power or right to agree to any activity, use or structure that would (i) result in the extinguishment in full of this Easement; (ii) adversely affect the perpetual nature of this Easement; (iii) adversely affect the qualification of this Easement or the status of Holder under any applicable laws, including Code Sections 170(h), 501(c)(3), and the laws of the State of Arkansas; or (iv) result in either impermissible private benefit or inurement to any party. For purposes of this Section, the terms impermissible private benefit and inurement shall have the same meanings ascribed to them in Code Section 501(c)(3) and associated Treasury Regulations. Any modification that results in a partial extinguishment with the exception of corrections and clarifications of boundary disputes, legal descriptions and internal use demarcations, and any other de minimis modification.

(d) **Discretionary Acts.** Subject to the conditions and circumstances set forth below, Holder may consent to activities, structures or uses, issue waivers or licenses or otherwise exercise discretion where the Easement is silent or ambiguous. Because of unforeseen or changed circumstances, if an activity, structure or use that is not expressly permitted under this Easement is deemed beneficial or necessary by Owner, Owner may request, and Holder may, in its sole discretion, grant permission for such activity, structure or use without resorting to the formalities of Holder's amendment policy and process, subject to the following limitations: (i) such request for Holder's consent shall be made in writing and shall describe the proposed activity or use in sufficient detail to allow Holder to evaluate the consistency of the proposed activity with the preservation and protection of the Conservation Purposes; (ii) Holder may grant its consent only if it determines, in its sole discretion, that (A) the performance of such activity is, in fact, beneficial or necessary; and (B) such activity (x) shall not result in private inurement or confer impermissible private benefit, (y) results in neutral or enhanced Conservation Purposes of this Easement, and (z) does not violate the terms of this Easement. Owner shall not engage in the proposed activity or use unless and until Owner receive Holder's approval in writing.

(e) **Costs.** If Owner is the party requesting an Amendment of, or discretionary approval pursuant to, this Easement, Owner shall be responsible for all reasonable and customary fees and costs related to Holder's evaluation of said request and an Amendment's execution, including reasonable attorney's fees and costs, staff, contractor, legal, expert, consultant fees and costs, and any costs associated with any updated Baseline Documentation Report prepared pursuant to the provisions of this Section.

(f) **Updated Baseline Documentation.** In the event Owner and Holder agree to an Amendment or discretionary approval pursuant to this Section that results in alterations to the Property, then the Baseline Documentation Report shall be supplemented appropriately to reflect the scope, scale and intensity of the alterations. The supplement shall be acknowledged by Owner and Holder to memorialize the condition of the Property as of the date of the amendment or discretionary approval.

(g) **Recording.** Owner and the Holder shall execute any Amendment approved after following the procedures in this Section, and the revised document shall be recorded in the Public Records.

(h) **Form.** Any modification that Holder determines, in its sole discretion, to be beneficial or necessary shall be in the form of either (i) an Amendment, in the case of a permanent modification of this Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, waiver or consent in the case of a temporary activity or impact relating to the maintenance or management of the Property which does not require a permanent modification of the Easement. All Amendments and discretionary actions shall be subject to this section. Nothing in this section, however, shall require Owner or Holder to agree to any Amendment or discretionary approval, consent, or waiver.

4.04 Other Rights of Holder. The items set forth below are also rights vested in Holder by this Easement. However, Holder, in its discretion, may or may not exercise them:

(a) **Signs.** To install one or more signs within the Property identifying the interest of Holder in the Easement. However, such signs will not reduce the number or size of signs permitted to Owner under this Easement. Signs are to be of the customary size installed by Holder and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owner.

(b) **Proceedings.** To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Conservation Values; or (2) may result in a transfer, Improvement or use that violates the terms of this Easement.

4.05 Review. The following provisions are incorporated into any provision of this Easement providing for any activity or use that is subject to Review:

(a) **Notice to Holder.** At least 30 days before Owner intends to begin or allow an Improvement, activity, or use that is subject to Review, Owner must (1) Notify Holder of the proposed activity or use, including with the Notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Conservation Purposes and (2) receive Holder's approval therefor.

(b) **Notice to Owner.** Within 30 days after receipt of Owner's Notice, Holder must review the proposed activity or use, and Notify Owner of Holder's determination to (i) accept Owner's proposal in whole or in part; (ii) reject Owner's proposal in whole or in part; (iii) accept Owner's proposal conditioned upon compliance with conditions imposed by Holder; (iv) reject Owner's proposal for insufficient information upon which to base a determination; or (v) reject Owner's proposal for inconsistency with the Conservation Purposes. If Holder gives conditional acceptance under clause (iii), commencement of the proposed Improvement, activity, or use constitutes acceptance by Owner of all conditions set forth in Holder's Notice.

(c) **Failure to Notify.** If Holder fails to notify Owner as required in the preceding subsection, the proposal set forth in Owner's notice is deemed disapproved. Because such disapproval is not a decision on the merits by the Holder, it is not final or binding on the Holder and the Owner can re-submit the same or a similar request for approval. Nevertheless, Owner may not undertake any activity or use for which approval has been requested until approval pursuant to this Section 4.05 has been granted by Holder.

(d) **Standard of Review.** Upon review, the phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary. Holder's approval is not to be unreasonably withheld. It is reasonable for Holder to disapprove a proposal that may adversely affect natural resources described in the Conservation Purposes or that is otherwise inconsistent with maintenance or attainment of Conservation Purposes. Owner and Holder shall act in good faith; shall follow a reasonableness standard; shall use their best efforts to act in a timely manner in any determinations that are necessary or are contemplated to be made (either separately or

jointly) under this Easement; shall cooperate with one another; and shall take all other reasonable action suitable to these ends.

4.06 Costs and Expenses. Owner must pay or reimburse Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Easement; and (b) response to requests by Owner for Review, Waiver, or Amendment of this Easement. Owner may, before commencement of Holder's services, request an estimate of the costs and expenses Holder anticipates to incur in responding to Owner's request for any Amendment of this Easement. Owner is not responsible to reimburse costs and expenses arising from Holder's response to an inquiry or request by a Person other than Owner without Owner's approval.

ARTICLE V VIOLATION; REMEDIES

5.01 Violation. If Holder determines that the terms of this Easement are violated or that a violation is threatened or imminent, then the provisions of this section apply:

(a) **Notice.** Holder must notify Owner of the violation or threatened violation of which it is aware. Holder's notice may include its recommendation of measures Owner must take to cure or prevent the violation and restore features of the Property damaged or altered as a result of the violation.

(b) **Opportunity to Cure.** Owner's cure period expires thirty (30) days after the date of Holder's Notice to Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

(i) Owner ceases the activity constituting the violation or threatened violation promptly upon receipt of Holder's Notice;

(ii) Owner and Holder agree, within the initial 30-day period, upon the measures Owner will take to cure the violation;

(iii) Owner commences to cure within the initial 30-day period; and

(iv) Owner continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

(c) **Imminent Harm.** No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm to, or alteration of any of the Conservation Values.

5.02 Remedies. Upon expiration of the cure period (if any) described in the preceding Section 5.01, and failing correction of the violation by Owner as provided above, Holder may do one or more of the following:

(a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Easement, to restrain present or future violations of the terms of this Easement, and/or to compel restoration of resources destroyed or altered as a result of the violation.

(b) **Civil Action.** Recover from Owner or other Persons responsible for the violation all sums owing to Holder under applicable provisions of this Easement together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses.

(c) **Statutory.** Bring a private right of action pursuant to the Arkansas Conservation Easement enforcement provision found at Ark. Code Ann. § 15-20-409, including all remedies available pursuant to that law.

5.03 Modification or Termination. If the Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder, the following provisions apply:

(a) **Compensatory Damages.** Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Easement, Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Easement.

(b) **Restitution.** Holder is entitled to recover from the Person seeking the modification or termination: (i) restitution of amounts paid for this Easement (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this Easement, plus (ii) reimbursement of Litigation Expenses.

5.04 Remedies Cumulative. The description of Holder's remedies in this Article V does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this Article V or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time.

5.05 Waivers. Holder in its discretion may provide a Waiver if Holder determines that the Waiver will have no material effect on the Conservation Purposes. If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a Waiver of any non-compliance with the terms of this Easement or a Waiver of Holder's rights to exercise its rights or remedies at another time.

5.06 No Fault of Owner. Holder may waive its right to reimbursement under this Article V as to Owner (but not other Persons who may be responsible for the violation) if Holder is

reasonably satisfied that the violation was not the fault of Owner, and could not have been anticipated or prevented by Owner by reasonable means.

5.07 Multiple Owners.

(a) **Liability of Owners of Different Portions of the Property.** If different Persons own portions of the Property, only Owners of the portion with respect to which a violation has occurred, or is threatened, will be held responsible for the violation or threatened violation.

(b) **Liability of Owners of a Single Portion of the Property.** If more than one Person owns a portion of the Property with respect to which a violation has occurred, or is threatened, all of the Persons who are Owners of such portion may be held jointly and severally liable for the violation regardless of the form of ownership.

ARTICLE VI MISCELLANEOUS

6.01 Notices.

(a) **Requirements.** Each Person giving any notice pursuant to this Easement (each a “Notice”) must give the Notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid. Each time the term “Notify” is used herein, it shall be deemed to refer to sending a Notice in accordance with this article.

(b) **Address for Notices.** Each Person giving a Notice must address the Notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by Notice to the other Person:

If to Owner: City of Springdale
Attn: Mayor’s Office
201 N. Spring St.
Springdale, AR 72764

If to Holder: Northwest Arkansas Land Trust
1725 S. Smokehouse Trail
Fayetteville, Arkansas 72701

6.02 Duty to update. Owner and Holder shall provide Notice to the other within thirty (30) days of a change in address specifying a new address for Notices.

6.03 Governing Law. The laws of the State of Arkansas, and the United States, govern this Easement.

6.04 Assignment and Transfer. Neither Owner nor Holder may assign or otherwise transfer any of their respective rights or duties under this Easement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except pursuant to the provisions of this Section 6.04. Any purported assignment or transfer in violation of this Section 6.04 is void.

(a) **Notice Required.** Not less than thirty (30) days prior to transfer of the Property or a Lot, Owner must Notify Holder of the name(s) and address for Notice purposes of the Person who will become Owner following the transfer. At the time Holder is Notified of the transfer, Owner shall pay a \$10 transfer fee to Holder.

(b) **Prior to Transfer.** Owner authorizes Holder to (i) contact the Persons to whom the Property, portion thereof, or interest therein will be transferred, and other Persons representing Owner or the prospective transferees to discuss with them this Easement and, if applicable, other pertinent documents; and (ii) enter the Property to assess compliance with this Easement.

(c) **Ending Continuing Liability.** If Holder is not Notified as required by this Section 6.04, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer Owner continues to be liable on a joint and several basis with the post-transfer Owner for the correction of violations under this Easement until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

6.05 Burdens; Benefits. This Easement binds and benefits Owner, and its successors and assigns in title to the Property, any portion thereof, or interest therein, and Holder and its successors, and assigns in title to this Easement.

(a) **Binding on All Owners.** This Easement imposes a servitude on the Property, running with the land and binding upon the Owner and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether or not Owners had actual knowledge of this Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Easement.

(b) **Rights Exclusive to Holder.** Only Holder has the right to enforce the terms of this Easement and exercise other rights of Holder. No Owner of any portion of, or interest in, the Property has the right to enforce the terms of this Conservation Easement against other Owners of other portions of the Property or interests therein. Only Owners of the portion of the Property that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to Notice of, or other participation in, such decision.

6.06 Documentation Requirements.

(a) **Between Holder and Owner.** No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed

by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any portion of the Property does not imply that an Amendment or Waiver will be granted in any other instance.

(b) **Between Holder and Assignee.** Any assignment of Holder's rights under this Easement, if otherwise permitted under this Easement, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Easement. The assigning Holder must deliver the Baseline Documentation Report and such other documentation in Holder's possession reasonably needed to uphold the Conservation Purposes.

6.07 Severability. If any provision of this Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Easement remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Easement invalid, illegal or unenforceable in any respect.

6.08 Counterparts. This Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

6.09 Indemnity. By agreeing to this provision, Owner is not waiving its right to assert sovereign tort immunity as provided in Ark. Code Ann. §21-9-301. Owner must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to:

- (a) A breach or violation of this Easement;
- (b) A violation or alleged violation of Applicable Law;
- (c) Personal injury (including death) and on or about the Property if and to the extent not caused by the negligent or intentional acts or omissions of an Indemnified Party;
- (d) Loss of personal property or belongings occurring on the Property not caused by the negligent or intentional acts or omissions of an Indemnified Party;
- (e) Damage to real property, including any deposit, release, remediation, or removal of any substances regulated by Environmental Laws on the Property. Owner acknowledges that, under no circumstance, shall this Easement be construed or otherwise interpreted to qualify Holder as an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or any successor, related, or similar law, or any corresponding state statute, and Owner indemnifies Holder against any Losses or Litigation Expenses resulting from a finding to the contrary.

6.10 Guides to Interpretation.

(a) **Captions.** Except for the identification of defined terms in the Glossary, the descriptive headings of this Easement are for convenience only and do not constitute a part of this Easement.

(b) **Glossary.** If any term defined in the Glossary is not used in this Easement, the defined term is to be disregarded as surplus material.

(c) **Other Terms.**

(i) The word “including” means “including but not limited to”.

(ii) The words “must” and “shall” are obligatory; the word “may” is permissive and does not imply any obligation.

(d) **Conservation Easement Act.** This Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a Holder of a conservation easement under the Arkansas Conservation Easement Act, Ark. Code. Ann. § 15-20-401 *et seq.*, and any amendments, replacements, or successors to that law.

(e) **Restatement (Third) of the Law of Property: Servitudes.** This Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a Holder of a conservation servitude under the Restatement (Third) of the Law of Property, to the extent that Arkansas law or other Applicable Law does not provide sufficient guidance.

6.11 Entire Agreement. This document, and the exhibits attached hereto and made a part hereof, and the Baseline Documentation Report constitute the entire agreement of Owner, Holder, and Beneficiaries (if any) pertaining to this Easement. The terms of this Easement supersede in full all negotiations, agreements, statements and writings between Owner, Holder and others pertaining to this transaction.

6.12 Incorporation by Reference. Each exhibit attached to this Easement is incorporated herein by this reference. The Baseline Documentation Report (whether or not attached to this Easement) is incorporated herein by this reference.

6.13 Jurisdiction; Venue. Holder and Owner submit to the exclusive jurisdiction of the courts of the State of Arkansas located in Washington County and agree that any legal action or proceeding relating to this Easement may be brought only in the courts located in such county.

ARTICLE VII. GLOSSARY

As used herein, the following terms will have the meanings set out in this article.

Access Drive(s). Roads, drives or lanes providing vehicular access to or located within the Property.

Additional Improvements. All buildings, structures, facilities and other Improvements within the Property, whether temporary or permanent, other than Existing Improvements.

Amendment. An amendment, modification or supplement to this Easement signed by Owner and Holder and recorded in the Public Records. The term “Amendment” includes an amendment and restatement of this Easement.

Applicable Law. Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property, this Easement as amended through the applicable date of reference. If this Easement is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

Best Management Practices. A series of guidelines or minimum standards (sometimes referred to as BMP’s) recommended by federal, state, and/or county resource management agencies for farming and Forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

Code. The Internal Revenue Code of 1986, as amended through the applicable date of reference.

Conservation Easement Act. The Arkansas Conservation Easements Act (Ark. Code Ann. § 15-20-401 et seq.) as amended through the applicable date of reference.

Construction. Any demolition, construction, re-construction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements. This term does not include dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.

Default Rate. An annual rate of interest equal at all times to two percent (2.0%) above the “prime rate” announced from time to time in The Wall Street Journal; provided, however, that the Default Rate shall never exceed the maximum rate allowed under Applicable Law.

Environmental Laws. Any and all federal, state, local, or administrative agency statutes, regulations, rules, codes, ordinances or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) regarding air, water, solid waste, hazardous materials, petroleum products, worker and community right-to-know, hazard communication, radioactive material, resource protection, wetlands and watercourses, health protection and similar environmental health, safety, building and land use laws and regulations as may now or at any time hereafter be in effect.

Existing Servitude. Easements and other servitudes affecting title to the Property (other than a Lien) accorded priority to the Easement by notice in the Public Records.

Existing Improvements. All buildings, structures, facilities and other improvements, whether temporary or permanent, located on, above or under the Property as of the Easement Date as identified in the Baseline Documentation Report.

Forestry. Planting, growing, nurturing, managing and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat and other Conservation Purposes.

Habitat Management Plan. A record of the decisions and intentions of Owner prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Purposes aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

Improvement. Any Existing Improvements or Additional Improvements.

Invasive Species. A plant species that is (a) Non-Native Species to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, published atlases are to be used to identify Invasive Species.

Lien. Any mortgage, lien or other encumbrance securing the payment of money.

Litigation Expense. Any filing fee or cost associated with any court or administrative review body, arbitration fee or cost, witness fee and every other fee and cost of investigating, defending, appealing, or asserting any claim of violation or for indemnification under this Easement including in each case, attorneys' fees, other professionals' fees, and disbursements.

Losses. Any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

Lot. A unit, lot, or parcel of real property separated or transferable for separate ownership or lease under Applicable Law.

Market Value. The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with 26 C.F.R. §1.170A-13.

Native Species. A plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases are to be used to establish whether or not a species is native.

Non-Native Species. A plant or animal that is not indigenous (alien) to the locality under consideration. In cases of uncertainty, published atlases are to be used to establish whether or not a species is non-native.

Open Space. Open Space is any open piece of land that is undeveloped and helps enhance the beauty and environmental quality of a community for the benefit of the general public.

Open Space Plan. The Open Space Plan is a coordinated, voluntary program developed by the Northwest Arkansas Regional Planning Commission to protect and promote Northwest Arkansas's most valued natural landscapes and open spaces.

Owner/Ownership. Owner and all Persons after them who hold an interest in the Property.

Person. An individual, organization, trust, government or other entity.

Public Records. The public records of the office for the recording of deeds in and for the county in which the Property is located.

Qualified Organization. A governmental or non-profit entity that (a) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (b) meets the criteria of a qualified organization under the Regulations; and (c) is duly authorized to acquire and hold conservation easements under Applicable Law.

Regulations. The provisions of 26 C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

Review. Review and approval of Holder under the procedure described in Article IV.

Review Requirements. Collectively, any plans, specifications or information required for approval of the activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Easement either as an exhibit or as part of the Baseline Documentation Report or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the guidelines for Review of submissions established by Holder as of the applicable date of reference.

Subdivision. Any division of the Property or any Lot within the Property; and any creation of a unit, Lot or parcel of real property, including subsurface portions of the Property, for separate use or Ownership by any means including by lease or by implementing the condominium form of Ownership.

Utility Improvement. Improvement for the reception, storage, or transmission of potable water, storm water, sewage, electricity, gas and telecommunications or other sources of power.

Waiver. A written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances if Holder is satisfied that the accommodation will have no material effect on Conservation Purposes.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

INTENDING TO BE LEGALLY BOUND, each of Owner and Holder, by its duly authorized representative, have signed and delivered this Easement as of the Easement Date.

OWNER:

CITY OF SPRINGDALE, ARKANSAS, an Arkansas municipal corporation

By: _____
Doug Sprouse, Mayor

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

On this ____ day of _____ 2021, before me, _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **DOUG SPROUSE** (being the person or persons authorized by said entity, to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that they were the Mayor of the **CITY OF SPRINGDALE, ARKANSAS**, a duly constituted municipality under the laws of the State of Arkansas, and were duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal, this the ____ day of _____, 2021.

My Commission Expires: _____
Notary Public

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

HOLDER:

Jason Evins, Secretary/Treasurer

Eileen Jennings, President

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public
on this the _____ day of _____, 2021.

Notary Public

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

Municipality: Springdale
County: Washington and Benton
State: Arkansas
Portions of Tax Parcels: 815-29767-200, 815-29767-211 and 21-00172-010.

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas and a part of the NE ¼ of the NE ¼ of Section 27, Township 18 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Beginning at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence along the West line of said SE ¼ of the SE ¼ N 1°49'35" E 662.35 feet to a steel rebar pin; thence S 87°05'31" E 422.22 feet to a steel rebar pin; thence S 04°30'00" E 181.69 feet to a steel rebar pin; thence S 13°00'00" W 163.19 feet to a steel rebar pin; thence S 20°30'00" W 132.18 feet to a steel pin; thence S 10°30'00" W 197.54 feet to a steel rebar pin; thence N 87°01'22" E 16.64 feet to a steel rebar pin; thence N 10°30'00" E 193.91 feet to a steel rebar pin; thence N 20°30'00" E 131.82 feet to a steel rebar pin; thence N 13°00'00" E 166.81 feet to a steel rebar pin; thence N 04°30'00" W 182.09 feet to a steel rebar pin; thence S 87°05'31" E 530.69 feet to a steel rebar pin; thence S 25°53'49" E 225.14 feet to a steel rebar pin; thence S 63°50'27" E 277.51 feet to a steel rebar pin on the East line of said SE ¼ of the SE ¼; thence along said East line S 1°39'39" W 357.09 feet to a four way fence corner at the Southeast corner of said SE ¼ of the SE ¼; thence S 2°29'09" W along the East line of said NE ¼ of the NE ¼ of Section 27, 959.63 feet to a steel rebar pin; thence N 87°34'59" W 1330.30 feet to a steel rebar pin on the West line of said NE ¼ of the NE ¼; thence N 2°36'30" E 164.93 feet to a steel rebar pin; thence S 87°02'36" E 16.50 to the centerline of Silent Grove Rd; thence along said centerline N 00°15'33" E 55.44 feet; thence along said centerline N 01°46'26" E 154.73 feet; thence along said centerline N 3°30'02" E 428.32 feet, thence along said centerline N 00°48'49" E 100.39 feet; thence along said centerline N 2°17'31" W 69.28 feet to the North line of said NE ¼ of the NE ¼; thence along said North line N 87°01'22" W 9.5 feet to the point of beginning, containing 47.456 acres more or less. Subject to the right-of-way of Silent Grove Road and all easements of record.

LESS AND EXCEPT (#1):

One acre (1 acre) taken squarely out of the Northwest corner of the above-described tract of land.

ALSO LESS AND EXCEPT (#2):

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 662.35 feet; thence S 87°5'31" E 208.71 feet to the point of beginning; thence continuing S 87°5'31" E 313.07 feet; thence S 1°49'35" W 208.71 feet; thence N 87°5'31" W 313.07 feet; thence N 1°49'35" E 208.71 feet to the point of beginning containing 1.5 acres more or less.

ALSO LESS AND EXCEPT (#3):

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 453.64 feet to the point of beginning; thence S 87°5'31" E 521.78 feet; thence S 1°49'35" W 83.48 feet; thence N 87°5'31" W 521.78 feet; thence N 1°49'35" E 83.48 feet to the point of beginning, containing 1 acre more or less.

ALSO LESS AND EXCEPT (#4):

Exhibit A

Beginning at a point 280 feet North of the Southwest Corner of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence North to a point which is S 1°49'35" W 292.19 feet from the Northwest Corner of the S ½ of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence S 87°5'31" E 521.78 feet, thence South to the South line of an easement for a sewer transmission line as described by an easement document filed in Benton County, Arkansas, at Book 423, Page 414, thence Northwesterly along said easement to the point of beginning, containing 1.93 acres more or less.

ALSO LESS AND EXCEPT (AHPP Easement):

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 18 North, Range 30 West, Washington County, Arkansas, and being more particularly described as follows: Commencing at a found railroad spike, said spike accepted and used as the Northwest corner of the NE ¼ of said NE 1/4, thence South 87 degrees 01 minutes 22 seconds East a distance of 9.50 feet; thence South 02 degrees 17 minutes 31 seconds East a distance of 69.28 feet; thence South 00 degrees 48 minutes 49 seconds West a distance of 100.39 feet; thence South 03 degrees 30 minutes 02 seconds West a distance of 13.31 feet; thence South 89 degrees 37 minutes 22 seconds East a distance of 12.41 feet to the POINT OF BEGINNING (P.O.B.); thence continue South 89 degrees 37 minutes 22 seconds East a distance of 609.02 feet; thence South 00 degrees 22 minutes 38 seconds West a distance of 654.46 feet; thence North 89 degrees 37 minutes 22 seconds West a distance of 636.99 feet; thence North 02 degrees 49 minutes 29 seconds East a distance of 655.06 feet; the POINT OF BEGINNING (P.O.B.), containing 407,732 square feet, or 9.36 acres.

**EXHIBIT B
EASEMENT PLAN
[SEE ATTACHED]**

Exhibit B

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY
OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR
CONSTRUCTION OF PHASE I OF GENE GEORGE BLVD FROM
DON TYSON PARKWAY TO NEW HOPE ROAD

WHEREAS, the Cities of Springdale and Johnson have received STBGP-A funding for the design and right-of-way for Gene George Blvd Phase I widening from Don Tyson Parkway to Johnson Mill Boulevard,

WHEREAS, project design and land acquisition has been completed and there is a need to begin construction and utility relocation,

WHEREAS, Brothers Construction was the lowest bidder at \$4,797,830.50 and utility relocation costs are estimated to be \$50,182.07.

WHEREAS, the City of Springdale is responsible for 70% of the 20% local match and the City of Johnson is responsible for 30% of the 20% local match

Funding Source	Percent Share	Cost Share
Federal Aid	80%	\$ 4,863,269.04
City of Springdale	14%	\$ 851,072.08
City of Johnson	6%	\$ 364,745.18
Project Totals	100%	\$ 6,079,086.30

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

- The City of Springdale is committed to the Gene George Blvd project from Don Tyson Parkway to Johnson Mill Road and recognizes its regional significance.
- The required matching funds are committed in an amount not to exceed \$851,072.08.

PASSED AND APPROVED this 22nd day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

	ESTIMATE	Federal Max 80%	Percent	Local Min 20%	Percent	SPENT	LOCAL MATCH	STBGP-A/TAP AWARDED	STBGP-A/TAP REIMBURSED
Gene George South, Phase 1 (040680)									
ROW	\$1,231,073.73	\$984,858.98	80.00%	\$246,214.75	20.00%	\$1,231,073.73	\$246,004.75	\$3,200,000.00	\$984,018.98
Utilities	\$50,182.07	\$40,145.66	80.00%	\$10,036.41	20.00%				
Construction	\$4,797,830.50	\$3,838,264.40	80.00%	\$959,566.10	20.00%				
TOTALS	\$6,079,086.30	\$4,863,269.04	80.00%	\$1,215,817.26	20.00%	\$1,231,073.73	\$246,004.75	\$3,200,000.00	\$984,018.98

Total Construction & Utility Cost	\$4,848,012.57	
Federal Share of Construction & Utilities Cost (80%)	\$3,878,410.06	
Current Federal Grant Balance	\$2,215,981.02	(\$3,200,000 - \$984,018.98)
Under Funded Federal Share	(\$1,662,429.04)	
Total Construction & Utility Cost	\$4,848,012.57	
Current Federal Grant Balance	\$2,215,981.02	
Bond Share of Construction & Utilities Cost (6/14/21)	\$2,632,031.55	
Require City Match (20%)	\$969,602.51	
New 2022 STBGP-A Grant request	\$1,662,429.04	

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A PORTION OF A DRAINAGE
EASEMENT IN THE CITY OF SPRINGDALE, BENTON
COUNTY, ARKANSAS.**

WHEREAS, Nick Campbell and Lashonda Campbell have petitioned for the abandonment of a portion of a drainage easement on Lot 73, Thornbury Subdivision Phase V, to the City of Springdale, Benton County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, also known as Benton County Tax Parcel No. 21-01431-000, 3533 Sagely Lane, and being more particularly described as follows:

A Part of Lot 73, Thornbury Subdivision, Phase V, as per Final Plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said Lot 73; thence S14°57'31"E 95.54 feet along the West line of said Lot 73 to the true point of beginning; thence leaving the West line of said Lot 73, the following bearings and distances: N59°26'09"E 132.19 feet; S88°11'44"E 9.49 feet; N61°36'30"E 21.19 feet; N87°29'37"E 13.95 feet; S82°34'46"E 33.03 feet to a point on the North line of an existing Twenty (20) foot wide utility easement as per survey plat 2007, Page 634 of the land records of Benton County, Arkansas; thence S39°02'12"W 18.80 feet along said easement to a point on the boundary of the 100 year flood plain; thence leaving said utility easement and following the flood plain boundary, the following bearings and distances: N84°17'22"W 3.44 feet; N89°59'59"W 12.15 feet; S72°38'44"W 14.55 feet; S75°04'11"W 13.48 feet; S68°11'55"W 14.02 feet; thence S65°13'28"W 12.43 feet; S48°21'59"W 20.91 feet; S56°18'34"W 12.52 feet; S59°55'54"W 19.06 feet; S61°33'26"W 23.69 feet; S60°56'43"W 5.85 feet; S75°13'16"W 39.17 feet; feet to a point on the West line of said Lot 73; thence leaving said flood plain boundary, N14°57'31"W 14.13 feet to the point of beginning, containing 4284 square feet, more or less.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the drainage easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that July 13, 2021, at 6:00 p.m. is 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 of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

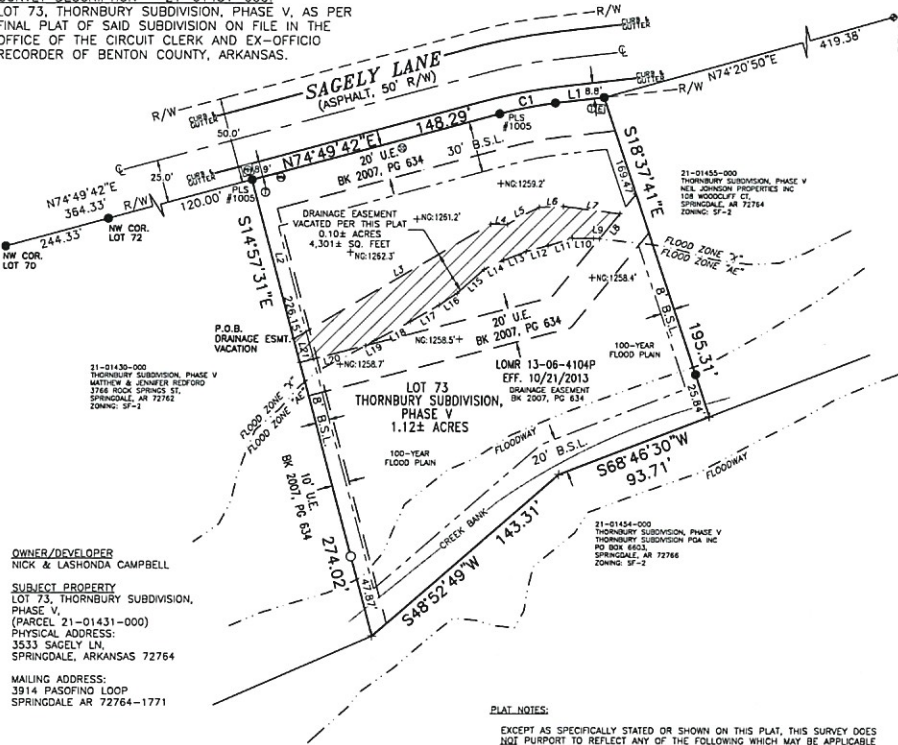
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

SURVEY DESCRIPTION — 21-01431-000:
LOT 73, THORNBURY SUBDIVISION, PHASE V, AS PER
FINAL PLAT OF SAID SUBDIVISION ON FILE IN THE
OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO
RECORDER OF BENTON COUNTY, ARKANSAS.



OWNER/DEVELOPER
NICK & LASHONDA CAMPBELL

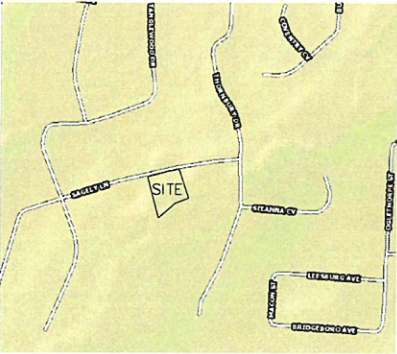
SUBJECT PROPERTY
LOT 73, THORNBURY SUBDIVISION,
PHASE V,
(PARCEL 21-01431-000)
PHYSICAL ADDRESS:
3533 SAGELY LN,
SPRINGDALE, ARKANSAS 72764

MAILING ADDRESS:
3914 PASOFINO LOOP
SPRINGDALE AR 72764-1771

FLOOD DESIGNATION:
THIS PROPERTY DOES LIE PARTIALLY IN ZONE 'A/AE'
(SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR
FLOOD) AS DETERMINED FROM THE F.I.R.M. MAP OF
BENTON COUNTY, ARKANSAS, AND INCORPORATED AREAS,
MAP NUMBER 05007C0435 J, EFFECTIVE DATE SEPTEMBER 28, 2007.

SURVEY DESCRIPTION — AREA OF D.E. TO BE VACATED
A PART OF LOT 73, THORNBURY SUBDIVISION, PHASE V, AS PER
FINAL PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE
CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY,
ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 73; THENCE
S14°57'31"E 95.54 FEET ALONG THE WEST LINE OF SAID LOT 73
TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WEST
LINE OF SAID LOT 73, THE FOLLOWING BEARINGS AND DISTANCES:
N59°26'09"E 132.19 FEET; S88°11'44"E 9.49 FEET;
N61°36'30"E 21.19 FEET; N87°29'37"E 13.95 FEET;
S82°34'46"E 33.03 FEET TO A POINT ON THE NORTH LINE OF
AN EXISTING TWENTY (20) FOOT WIDE UTILITY EASEMENT AS PER
SURVEY PLAT 2007, PAGE 634 OF THE LAND RECORDS OF BENTON
COUNTY, ARKANSAS; THENCE S39°02'12"W 18.80 FEET ALONG SAID
EASEMENT TO A POINT ON THE BOUNDARY OF THE 100 YEAR
FLOOD PLAIN; THENCE LEAVING SAID UTILITY EASEMENT AND
FOLLOWING THE FLOOD PLAIN BOUNDARY, THE FOLLOWING BEARINGS
AND DISTANCES:
N84°17'22"W 3.44 FEET; N89°59'59"W 12.15 FEET;
S72°38'44"W 14.55 FEET; S75°04'11"W 13.48 FEET;
S68°11'55"W 14.02 FEET; S65°13'28"W 12.43 FEET;
S48°21'59"W 20.91 FEET; S56°18'34"W 12.52 FEET;
S59°55'54"W 19.06 FEET; S61°33'26"W 23.69 FEET;
S60°56'43"W 5.85 FEET; S75°13'16"W 39.17 FEET;
FEET TO A POINT ON THE WEST LINE OF SAID LOT 73; THENCE
LEAVING SAID FLOOD PLAIN BOUNDARY, N14°57'31"W 14.13 FEET TO
THE POINT OF BEGINNING, CONTAINING 4284 SQUARE FEET, MORE
OR LESS.

PLAT NOTES:
EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES
NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE
TO THE SUBJECT REAL ESTATE:
EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE
TIME OF MAKING OF THIS SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION
RESTRICTIONS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS
WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDED THE SEAL AND
SIGNATURE OF THE SURVEYOR.
THIS SURVEY MEETS OR EXCEEDS THE CURRENT "ARKANSAS MINIMUM
STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".
DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS
NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR
CONSIDERED AS A PART OF THIS SURVEY.



VICINITY MAP

REPLAT OF LOT 73 THORNBURY SUBDIVISION, PHASE V SPRINGDALE, ARKANSAS

CITY OF SPRINGDALE
CERTIFICATE OF OWNERSHIP & DEDICATION:
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL
ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND
ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO
DEDICATE TO THE CITY OF SPRINGDALE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY
CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF SPRINGDALE) THE
EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE
REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO
SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN
SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

DATE _____ OWNER _____
DATE _____ OWNER _____

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

PROFESSIONAL SURVEYOR _____ DATE _____

CITY OF SPRINGDALE APPROVAL FOR RECORDING:

DATE _____ DIRECTOR, PLANNING AND COMMUNITY
DEVELOPMENT DIVISION

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.

STREET AND DRAINAGE	DATE	SIGNATURE
_____	_____	DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
WATER AND SEWER	_____	_____
_____	_____	WATER AND SEWER SUPERINTENDENT
APPROVAL FOR RECORDING	_____	_____
_____	_____	SECRETARY, PLANNING COMMISSION
_____	_____	CHAIRMAN, PLANNING COMMISSION
ACCEPTANCE OF DEDICATIONS	_____	_____
_____	_____	CITY CLERK
_____	_____	MAYOR

TRANSMITTAL, OWNERSHIP AND ORDINANCE: THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT
TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO THE OWNERS
OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS,
PARKS AND OTHER OPEN SPACES TO PUBLIC AND PRIVATE USE AS NOTED. THE UNDERSIGNED
CERTIFY THAT THE PLATING 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 _____

OWNER NAME _____ SIGNATURE _____ DATE _____
OWNER NAME _____ SIGNATURE _____ DATE _____

BASIS OF BEARINGS: ARKANSAS STATE PLANE
COORDINATE SYSTEM
(NORTH ZONE)

STATE LAND SURVEYOR FILE CODE
500-18N-30W-0-23-310-04-1005

PROPOSED USE:
RESIDENTIAL
SF-2

SE-2 BUILDING SETBACKS:
FRONT- 30'
SIDE- 8'
REAR- 20'

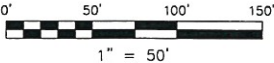


LINE	BEARING	DISTANCE
L1	N83°15'17"E	28.37'
L2	S14°57'31"E	95.54'
L3	N59°26'09"E	132.19'
L4	S88°11'44"E	9.49'
L5	N61°36'30"E	21.19'
L6	N87°29'37"E	13.95'
L7	S82°34'46"E	33.03'
L8	S39°02'12"W	18.80'
L9	N84°17'22"W	3.44'
L10	N89°59'59"W	12.15'
L11	S72°38'44"W	14.55'
L12	S75°04'11"W	13.48'
L13	S68°11'55"W	14.02'
L14	S65°13'28"W	12.43'
L15	S48°21'59"W	20.91'
L16	S56°18'34"W	12.52'
L17	S59°55'54"W	19.06'
L18	S61°33'26"W	23.69'
L19	S60°56'43"W	5.85'
L20	S75°13'16"W	39.17'
L21	N14°57'31"W	14.13'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	250.00'	33.05'	33.02'	N78°51'24"E	7°34'26"

LEGEND

- + COMPUTED POINT
- ◊ ELEVATION BENCHMARK
- ELECTRIC BOX
- EXISTING IRON REBAR
- ⊙ SANITARY SEWER MANHOLE
- SET 1/2" IRON REBAR
- ⊙ STORM DRAIN MANHOLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ WATER METER
- CENTERLINE ROAD
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- PROPERTY LINE



SHEET 1 OF 1	DATE	DESCRIPTION	BY	ARA 118 S. COLLEGE AVENUE FAYETTEVILLE, ARKANSAS 72701 479-244-1511 1-800-349-8784 www.arkansas-survey.com	Alan Reid & ASSOCIATES PROFESSIONAL LAND SURVEYORS BOUNDARY TOLP	DATE	DF
	05/18/2021	REVISED REPLAT	DF			03/08/2021	
	06/15/2021	ADJUSTED EASEMENT VACATION AREA	DF			CHECKED	JC
	SCALE 1" = 50'		SHEET SIZE 18" x 24"				
NICK & LASHONDA CAMPBELL 3533 SAGELY LANE SPRINGDALE, ARKANSAS 72764							
REPLAT OF LOT 73 THORNBURY SUBDIVISION, PHASE V, SPRINGDALE, ARKANSAS							

SPRINGDALE CITY COUNCIL
JUNE 8, 2021

The City Council of the City of Springdale met in regular session on Tuesday, June 8, 2021, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
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 Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Lester Coger	Police Captain
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Public Works & Eng. Director
Ron Findley	Community Engagement Director
Colby Fulfer	Chief of Staff

PUBLIC HEARING ON A PETITION TO VACATE A PORTION OF A UTILITY EASEMENT AT 3250 WILLOW BEND CIRCLE

City Attorney Ernest Cate opened up a public hearing on a petition to vacate a portion of a utility easement at 3250 Willow Bend Circle.

There were no public comments.

APPROVAL OF MINUTES

Council Member Williams moved the minutes of the May 25, 2021 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Harriman made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Fougrousse made the second.

The vote:

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

No: None

RECOGNITION OF SHILOH MUSEUM DIRECTOR ALLYN LORD

Mayor Doug Sprouse recognized Allyn Lord for her 16 years of service as the Shiloh Museum Director. She is retiring June 11, 2021.

RESOLUTION NO. 74-21 – MAKING REAPPOINTMENTS TO THE SPRINGDALE
AIRPORT COMMISSION OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution making reappointments of Steve Smith and Greg Collier to the Springdale Airport Commission of the City of Springdale.

RESOLUTION NO. ____

**A RESOLUTION MAKING RE-APPOINTMENTS TO THE
SPRINGDALE AIRPORT COMMISSION OF THE CITY OF
SPRINGDALE**

WHEREAS, Steve Smith's appointment to Seat #5 is set to expire on July, 1, 2021; and Greg Collier's appointment to Seat #2 is set to expire on July 1, 2021: and

WHEREAS, according to Section 18-26 of the Springdale Code of Ordinances, commissioners shall be appointed by the Mayor and confirmed by three-fourths of the elected City Council, and

WHEREAS, Mayor Doug Sprouse has recommended the re-appointment of Steve Smith and Greg Collier to the Springdale Airport Commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Steve Smith is hereby re-appointed to Seat #5 on the Springdale Airport Commission with his term expiring on July 1, 2026; and that Greg Collier is hereby re-appointed to Seat #2 on the Springdale Airport Commission with his term expiring on July 1, 2026.

PASSED AND APPROVED this ____ day of June, 2021.

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 Lawson made the second.

The vote:

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

No: None

The Resolution was numbered 74-21.

ORDINANCE NO. 5603 – AMENDING ORDINANCE NO. 5590, WHICH
CONTAINED A SCRIVENER'S ERROR IN THE REZONING OF 3652 AND 3744
WAGON WHEEL ROAD, FROM A-1 AND C-2 TO C-5 AND DECLARING AN
EMERGENCY

Planning Director Patsy Christie presented an Ordinance amending Ordinance No. 5590, which contained a scrivener's error by incorrectly stating the legal description of the

property subject to the rezoning. The property was located at 3652 and 3744 Wagon Wheel Road, and rezoned from A-1 and C-2 to C-5.

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

The vote:

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

No: None

The Ordinance was numbered 5603.

ORDINANCE NO. 5604 – AMENDING CHAPTER 46 (FIRE INSPECTION ELECTRONIC REPORTING) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Council Member Kevin Flores presented an Ordinance amending Chapter 46 (Fire Inspection Electronic Reporting) of the Code of Ordinances of the City of Springdale, Arkansas.

Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to fire prevention and protection within the city limits of the City of Springdale and is in need of revision to better handle processing of required fire protection system inspection reporting.

Section 1: Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section, to be known as Section 46-4, to read as follows:

Sec. 46-4. – Fire Inspection Electronic Reporting.

All reports related to fire protection systems, testing, and maintenance shall be reported to the City of Springdale Fire Department through the use of an internet-based fire inspection reporting system approved by the City of Springdale Fire Department. Any report not submitted through the aforementioned internet-based reporting system will not be accepted.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5604.

ORDINANCE NO. 5605 – AUTHORIZING THE EXECUTION OF AN ADDENDUM
TO AN INTER-MUNICIPAL SEWER AGREEMENT OF 2005 BETWEEN
SPRINGDALE WATER UTILITIES AND THE CITY OF LOWELL, ARKANSAS

Council Member Kevin Flores presented an Ordinance authorizing the execution of an addendum to an Inter-Municipal Sewer Agreement of 2005 between Springdale Water Utilities and the City of Lowell, Arkansas.

The City of Lowell has planned an expansion of the sanitary sewer system and desires to modify the agreement and the Springdale Water Utilities Commission is recommending approval of this addendum.

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

The vote:

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

No: None

The Ordinance was numbered 5605.

ORDINANCE NO. 5606 – AMENDING THE PURCHASING PROCEDURES OF THE
CITY OF SPRINGDALE, ARKANSAS

Council Member Jeff Watson presented an Ordinance amending the purchasing procedures of the City of Springdale, Arkansas.

The State of Arkansas 93rd General Assembly adopted Act 435 that amends the law concerning competitive bidding and purchasing procedures for counties and municipalities.

The Springdale City Council desires to make changes in the Springdale Municipal Code of Ordinances to take advantage of changes included in Act 435.

Section 2-156, Section 2-157 and Section 2-159 shall be amended to read as follows effective August 1, 2021.

Sec. 2-156. - Purchasing procedure generally.

(a)

Purchases below ~~\$2,000.00~~ \$5,000.00. The mayor, or his duly authorized representative, shall have exclusive power and responsibility of making purchases of all supplies, apparatus, equipment and materials for the City of Springdale where the total expenditure therefor is below the sum of ~~\$2,000.00~~ \$5,000.00.

(b)

Purchases of ~~\$2,000.00~~ \$5,000.00 and above. All purchases for the city of supplies, apparatus, equipment, materials and other things requisite for public purposes where the expenditure therefor is in excess of ~~\$2,000.00~~ \$5,000.00, but less than ~~\$20,000.00~~ \$35,000.00 shall be made by the mayor, or the mayor's duly authorized representative, after the securing of quotation bids therefor; provided, however, purchases less than ~~\$20,000.00~~ \$35,000.00 at state bid prices shall be exempt from the provisions of this section. When the securing of quotation bids is required a list of the quotation bids secured shall be attached to the invoice submitted for payment.

Sec. 2-157. - Competitive bidding process.

Except as provided under A.C.A. § 14-58-104(a) and A.C.A § 19-11-249, competitive bids are required when the purchase or contract exceeds the sum of ~~\$20,000.00~~ \$35,000.00, and the mayor, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in a newspaper as required by law. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. Further, nothing in this paragraph shall limit the city council's authority under state law to waive competitive bidding when the city council finds it is not feasible or practical and purchases of greater than ~~\$20,000.00~~ \$35,000.00 at state bid prices shall be exempt from the provisions of this section. The terms of an existing contract may be renewed or extended without soliciting bids, pursuant to A.C.A. § 14-58-104(b), subject to city council approval.

Sec. 2-159. - Sale or exchange of certain materials.

The mayor, or his duly authorized representative, may sell or exchange any municipal supplies, materials or equipment without competitive bidding if such supplies, materials or equipment have a value of less than ~~\$2,000.00~~ \$20,000.00. No supplies, materials or equipment shall be sold without receiving competitive bids (unless advertised and sold at public auction) if the value thereof exceeds the sum of ~~\$2,000.00~~ \$20,000.00. If the mayor believes the value of such supplies, material or equipment to be sold is less than ~~\$2,000.00~~ \$20,000.00, he shall certify his opinion in writing to the governing body, and after doing so the items shall be sold by the mayor without competitive bidding.

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

The vote:

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

No: None

The Ordinance was numbered 5606.

RESOLUTION NO. 75-21 – APPROPRIATING FUNDS FROM THE COURT
AUTOMATION FUND FOR THE NEW COURTROOM

Council Member Jeff Watson presented a Resolution appropriating funds from the Court Automation Fund for technology in the new courtroom.

RESOLUTION NO. ____

**A RESOLUTION APPROPRIATING FUNDS FROM THE COURT
AUTOMATION FUND**

WHEREAS, the new courtroom includes \$217,612 of technology that meets the expenditure guidelines of the Court Automation Fund; and

WHEREAS, the Court Automation Fund currently has a balance of \$348,635.15; and

WHEREAS, the payment of these expenses from the Court Automation Fund has been approved by Judge Jeff Harper.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$217,612.00 of funds from the Court Automation Fund for technology in the new courtroom.

PASSED AND APPROVED this ____ day of June, 2021.

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 Lawson made the second.

The vote:

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

No: None

The Resolution was numbered 75-21.

RESOLUTION NO. 76-21 – AUTHORIZING THE EXECUTION OF A
CONSTRUCTION CONTRACT FOR DEAN'S TRAIL PHASE II

Council Member Mike Lawson presented a Resolution authorizing the execution of a construction contract with Harris United for Dean's Trail Phase II in the amount of \$2,341,645.40.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONSTRUCTION CONTRACT FOR DEAN'S TRAIL PHASE II

WHEREAS, sealed bids were received on May 25, 2021 at 2:00 p.m. for the construction of phase II of Dean's Trail; and

WHEREAS, two bids were received with Harris United being the low bidder for this project at \$2,341,645.40;

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Harris United for construction of the phase II of Dean's Trail for \$2,341,645.40.

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

PASSED AND APPROVED this ____ day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 76-21.

ORDINANCE NO. 5607 – RELEASING, VACATING AND ABANDONING A DEDICATED PUBLIC STREET AND DEVOTING A PORTION OF THIS PROPERTY TO OTHER PUBLIC PURPOSES, PURSUANT TO ARK. CODE ANN. §14-54-104(2) IN MOUNT CALLAHAN ACRES SUBDIVISION TO THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a dedicated public street and devoting a portion of this property to other public purposes, pursuant to Ark. Code Ann. §14-54-104(2) in Mount Callahan Acres Subdivision to the City of Springdale, Benton County, Arkansas, and declaring an emergency.

On April 24, 1964, the subdivision plat for Mount Callahan Acres was filed for record in the Benton County land records at Plat Record "F", Page 87 and contained a thirty (30) foot wide street dedication located between Lots 1,2,3 and Lots 4,5 of the subdivision.

SPRINGDALE CITY COUNCIL
JUNE 8, 2021

The street has never been constructed, has not been used as a public street, and it is not practicable for the City to build this street. Ark. Code Ann. §14-54-104(2) gives cities of the first class the authority to alter or change the width or extent of streets, and to vacate portions thereof;

The City of Springdale has previously taken action to vacate portions of dedicated city streets in Mount Callahan Acres; namely, Ordinance No. 1547 passed on December 10, 1985 (filed at Book 645, Page 222 in the Benton County Land Records), and Ordinance No. 4600 passed on June 26, 2012 (filed at Book 2012, Page 25459 in the Benton County Land Records);

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5607.

ORDINANCE NO. 5608 – RELEASING, VACATING, AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED ON PROPERTY LOCATED AT 3250 WILLOW BEND CIRCLE IN SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance releasing, vacating, and abandoning a portion of a utility easement located at 3250 Willow Bend Circle, Lot 2, Willow Bend Subdivision, Phase I, in Springdale, Washington County, Arkansas and declaring an emergency. Zach Davis is the petitioner.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5608.

BEAVER WATER DISTRICT TOUR

Mayor Sprouse announced that a tour will be set up for City Council Members to tour the Beaver Water District facility east of Lowell.

FIRE DEPARTMENT TRAINING FACILITY

The grand opening ceremony for the new Mickey Jackson Fire Training Facility on Turnbow Avenue will be on Friday, June 18, 2021 at 10:00 a.m.

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 6:23 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer