

- The next Committee Meeting will be held on Monday, July 17<sup>th</sup>, 2023 at 5:30p.m.
- Agenda Packet will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TIERED TRAINING ROOM  
2<sup>ND</sup> FLOOR OF CRIMINAL JUSTICE BUILDING  
Tuesday, July 11<sup>th</sup>, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Brian Powell

1. Call to Order – Mayor Doug Sprouse

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

3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, June 27, 2023. Pgs. 59-94**

6. **A Public Hearing** on an Ordinance to change the name of a public street (from Savage Street to Marty Street). Presented by Ernest Cate, City Attorney.

7. Procedural Motions

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

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

8. Finance Committee by Chairwoman Amelia Williams

A. **A Resolution** authorizing the expenditure of funds to acquire a portion of land from Freda Willingham for the Kendrick Avenue

Improvement Project, Project No. 18BPS16. Forwarded from Committee with recommendation for approval. Presented by Ben Peters, Director of Engineering. Pg. 1

B. **A Resolution** to authorize an award to the Northwest Arkansas Community College Foundation from the City of Springdale's American Rescue Plan Act (ARPA) Funds to help fund initiatives that promote job training and workforce development for City of Springdale, Arkansas residents. Presented by Mayor Doug Sprouse. Pgs. 2-7

C. **A Resolution** to authorize an award to the Northwest Technical Institute Education Foundation from the City of Springdale's American Rescue Plan Act (ARPA) Funds to help fund initiatives that promote job training and workforce development for City of Springdale, Arkansas residents. Presented by Mayor Doug Sprouse. Pgs. 8-13

9. Health, Sanitation, and Property Maintenance by Chairman Jeff Watson

A. **An Ordinance** ordering the razing (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 309 Montrose Avenue; to declare an emergency, and for other purposes. Forwarded from Committee with recommendation for approval. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 14-19

B. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 6873 East Downum Road; to declare an emergency, and for other purposes. Forwarded from Committee with recommendation for approval. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 20-23

C. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located on Gibbs/Nichols Road; to declare an emergency, and for other purposes. Forwarded from Committee with recommendation for approval. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 24-34

D. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located on Gibbs/Nichols Road (shed); to declare an emergency, and for other purposes. Forwarded from Committee with recommendation for approval. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 35-40

10. Parks and Recreation Committee by Chairman Mike Lawson

A. **A Resolution** waiving competitive bidding and authorizing the purchase of outdoor furniture for Turnbow Park. Forwarded from Committee with recommendation for approval. Presented by Chad Wolf, Director of Springdale Parks and Recreation. **Pgs. 41-51**

B. **A Resolution** authorizing the execution of a Professional Services Agreement to procure a contract for artificial turf and other purposes. Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. **Pgs. 52-57**

11. **An Ordinance** amending Chapter 110, Article VI. Street Names and Address Numbers, to change the name of an existing city street. Presented by Ernest Cate, City Attorney. **Pg. 58**

12. Comments from Council Members.

13. Comments from City Attorney.

14. Comments from Mayor

15. Adjournment.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXPENDITURE  
OF FUNDS TO ACQUIRE A PORTION OF LAND FROM  
FREDA WILLINGHAM FOR THE KENDRICK AVENUE  
IMPROVEMENT PROJECT, PROJECT NO. 18BPS16.**

**WHEREAS**, the City of Springdale is in need of acquiring a portion of land for the Kendrick Avenue Improvement Project, Project No. 18BPS16, Tract 4, said lands being owned by Freda Willingham;

**WHEREAS**, the City of Springdale has determined by appraisal that the sum of \$5,100.00 is the estimated just compensation for the property needed from Ms. Willingham;

**WHEREAS**, the property owner has extended a counter-offer that the City pay the total sum of \$7,336.00 to acquire the land needed for the project, said amount being justified by the nature of the property, and the increase in property values;

**WHEREAS**, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$2,236.00 to acquire the property needed from Ms. Willingham, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City is hereby authorized to acquire a portion of land for the Kendrick Avenue Improvement Project, Project No. 18BPS16, Tract 4, said lands being owned by Freda Willingham for the total sum of \$7,336.00 to be paid from the 2018 Street Bond.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO AUTHORIZE AN AWARD TO THE  
NORTHWEST ARKANSAS COMMUNITY COLLEGE  
FOUNDATION FROM THE CITY OF SPRINGDALE'S  
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO  
HELP FUND INITIATIVES THAT PROMOTE JOB  
TRAINING AND WORKFORCE DEVELOPMENT FOR  
CITY OF SPRINGDALE, ARKANSAS RESIDENTS**

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

**WHEREAS**, Northwest Arkansas Community College experienced financial hardship as a result of increased financial demands due to the COVID-19 pandemic;

**WHEREAS**, the Northwest Arkansas Community College Foundation supports the educational and operational opportunities for Northwest Arkansas Community College;

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

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

**WHEREAS**, Northwest Arkansas Community College desires to expand its academic offerings, campus space, student financial aid programs, and promote other initiatives that allow for critical job training and placement services for Springdale, Arkansas residents;

**WHEREAS**, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City to make an award to the Northwest Arkansas Community College Foundation to support its institution's efforts to recover from the economic impacts of the COVID-19 pandemic and respond to the emerging needs of City of Springdale residents;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that \$1,000,000.00 be awarded to the Northwest Arkansas Community College Foundation for the purpose of responding to the negative economic impacts of the COVID-19 pandemic in accordance with eligible use of funds as defined by ARPA. This Resolution is intended to supersede and replace Resolution No. 8-22 passed on February 8, 2022, Resolution No. 56-22 passed on June 14, 2022, and Resolution No. 81-22 passed on August 9, 2022.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



## Memorandum of Eligibility 020, City of Springdale

July 6, 2023

### Purpose

The purpose of the memo is to define the conditions under which the obligation and expenditure of federal funds awarded to the City of Springdale, AR (the City) are eligible for use under the terms and conditions of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act (ARPA).

### Background

The SLFRF was established in Section 9901 of ARPA (Public Law No. 117-2) signed into law on March 11, 2021. The SLFRF is administered by the United States Department of Treasury (Treasury) to provide metropolitan cities, non-entitlement units of local government, and counties with funds to mitigate the effects from the COVID-19 public health emergency. The City has received an SLFRF award totaling \$21,351,596 to be used to aid in the recovery of the public health and economic impacts of the COVID-19 pandemic on the City and its residents.

### Intended Uses of Funds

The City intends to provide direct assistance to the Northwest Arkansas Community College (NWACC) Foundation to address the negative economic impacts experienced by NWACC.

### Definitions

For the purpose of this memo, the following terms are defined pursuant to applicable statute, administrative rule, or guidance.

**Beneficiary** means an individual or entity impacted by the COVID-19 pandemic that directly benefits from the receipt of SLFRF. (31 C.F.R. Part 35)

**Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency. (2 C.F.R. 200.1)

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity. (2 C.F.R. 200.1)

**Non-Federal entity** means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. (2 C.F.R. 200.1)



**Nonprofit** means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code. (31 C.F.R. Part 35)

**Recipient** means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. (2 C.F.R. 200.1)

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity (aka, recipient) to carry out part of a Federal program on behalf of the recipient with the recipient's Federal award funding. Recipients are responsible for monitoring and overseeing the subrecipient's use of transferred SLFRF to ensure the subrecipient complies with the statutory and regulatory requirements and the terms and conditions of the award. (2 C.F.R. 200.1)

## Statute and Guidance

### Direct Assistance for Nonprofit Organizations

Section 9901 of ARPA provides the statutory basis for the SLFRF by creating an amendment to Title VI of the Social Security Act (42 U.S.C. 801 et seq.) that added "Sec. 603. Coronavirus Local Fiscal Recovery Fund." Sec. 603(c)(1)(A) provides that cities can use SLFRF awards:

*to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.*

On January 27, 2022, Treasury issued in the Federal Register the Coronavirus State and Local Fiscal Recovery Funds Final Rule (31 CFR Part 35) (the Final Rule). The Final Rule encompasses the administrative rules for the SLFRF and includes clarification on various aspects of the eligible use categories. Specifically, in reference to responses to negative economic impacts experienced by nonprofit organizations, the Final Rule states:

*A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in subparagraph (b)(1) or is enumerated in subparagraph (b)(3);*

Subparagraph (b)(3) identifies a number of enumerated eligible uses of SLFRF funds to respond to the public health emergency or its negative economic impacts:

*A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes unless such use is grossly disproportionate to the harm caused or exacerbated by the public health emergency or its negative economic impacts:*

...

*(ii) Responding to the negative economic impacts of the public health emergency for purposes including:*

...

*(C) Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance;*



Treasury's Final Rule further clarifies:

*The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a beneficiary ... Direct assistance may take the form of loans, grants, in-kind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency.*

...

*To summarize, a recipient may determine that certain nonprofits were impacted by the pandemic or were disproportionately impacted by the pandemic and provide responsive services.*

## Standards for Identifying a Negative Economic Impact

Treasury's Final Rule provide guidance on designating a negative economic impact.

*For clarity, the final rule re-articulates that when assessing whether a program or service is an eligible use to respond to the negative economic impacts of the COVID-19 public health emergency, Treasury will consider the two eligibility requirements discussed below.*

*First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency.*

*Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.*

*Responses must be reasonably designed to benefit the individual or class that experienced the negative economic impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiary and the ability of the response to address the impact or harm experienced by that beneficiary.*

*Responses must also be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Reasonably proportional refers to the scale of the response compared to the scale of the harm. It also refers to the targeting of the response to beneficiaries compared to the amount of harm they experienced; ... In evaluating whether a use is reasonably proportional, recipients should consider relevant factors about the harm identified and the response.*

## Uniform Guidance Cost Principles

Uniform Guidance cost principles enumerates factors affecting allowability of costs:



*Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:*

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.*
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.*
- (c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.*
- (d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.*
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.*
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.*
- (g) Be adequately documented.*
- (h) Cost must be incurred during the approved budget period.*

Lastly, the Final Rule permits SLFRF funds to be used for eligible costs incurred beginning March 3, 2021 which are obligated no later than December 31, 2024 and expended no later than December 31, 2026.

## Eligibility Assessment

### NWACC Foundation

The Northwest Arkansas Community College Foundation, Inc. is a 501(c)(3) nonprofit organization which operates exclusively to encourage support and aid in the continual development of NWACC and to solicit, accept, hold, invest, and administer any gifts, bequests, or property of any sort for this educational purpose.

### Negative Economic Impact

NWACC has experienced a decline in enrollment since the start of the pandemic, with total headcount dropping from 15,701 in 2019-20 to 14,349 in 2020-21 and 14,045 in 2021-22. In 2019-20, tuition and fees accounted for 52% (\$22.6 million) of the school's revenue, but by 2021-22 that had fallen to 47% (\$18.9 million). In order to sustain student enrollment and encourage growth back to pre-pandemic levels, NWACC has not instituted any tuition increases, and continues to invest in measures to safeguard students.

Between lower revenue from tuition and increased costs to address the COVID public health emergency, NWACC has been restricted in its ability to address other pressing needs of the school and community. Specifically, NWACC is engaged in an effort with other community partners to address the shortage of qualified healthcare professionals in the City of Springdale and the surrounding Northwest Arkansas community. Increasing the number of qualified healthcare workers will have a lasting impact on the community's recovery from the COVID-19 pandemic, but is only possible if NWACC has the resources to invest in educating students for these important jobs.



Direct assistance provided by the City to NWACC Foundation will enable the Foundation to address NWACC's direct economic impacts from decreased tuition revenue and increase operating expenditures, and at the same time allow NWACC to provide facilities and resources that will allow for the enrollment and education for high-demand qualified healthcare professionals. This will have the residual benefits of providing skill healthcare workers to the community while preparing local citizens for high-paying and stable employment.

### Cost Principles

Providing direct assistance to NWACC Foundation to address the negative economic impacts of the COVID pandemic:

- Is necessary and reasonable for the performance of the SLFRF award and is allocable thereto under these principles;
- Conforms to any limitations or exclusions set forth in Uniform Guidance and in the SLFRF award as to types or amount of cost items;
- Is consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the City of Springdale;
- Will be accorded consistent treatment as to any other cost incurred for the same purpose in like circumstances;
- Has not and will not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
- Has been and will be adequately documented; and
- Will be incurred during the approved budget period.

### Conclusion and Recommendations

An obligation and expenditure in the amount of \$1,000,000 from the City's allocated SLFRF to NWACC Foundation for the purpose of responding to the beneficiary's economic impact from the COVID-10 pandemic is likely to be eligible, allowable, and reasonable based on the provisions of ARPA, the Treasury Final Rule, and Uniform Guidance.

Robert Hogan, CFE  
Disaster Recovery Services

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO AUTHORIZE AN AWARD TO THE NORTHWEST TECHNICAL INSTITUTE EDUCATION FOUNDATION FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND INITIATIVES THAT PROMOTE JOB TRAINING AND WORKFORCE DEVELOPMENT FOR CITY OF SPRINGDALE, ARKANSAS RESIDENTS**

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

**WHEREAS**, Northwest Technical Institute experienced financial hardship as a result of increased financial demands due to the COVID-19 pandemic;

**WHEREAS**, the Northwest Technical Institute Education Foundation supports the educational and operational opportunities for Northwest Technical Institute;

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

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

**WHEREAS**, Northwest Technical Institute desires to expand its academic offerings, campus space, student financial aid programs, and promote other initiatives that allow for critical job training and placement services for Springdale, Arkansas residents;

**WHEREAS**, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City to make an award to the Northwest Institute Education Foundation to support its institution's efforts to recover from the economic impacts of the COVID-19 pandemic and respond to the emerging needs of City of Springdale residents;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that \$2,000,000.00 be awarded to the Northwest Institute Education Foundation for the purpose of responding to the negative economic impacts of the COVID-19 pandemic in accordance with eligible use of funds as defined by ARPA. This Resolution is intended to supersede and replace Resolution No. 8-22 passed on February 8, 2022, Resolution No. 56-22 passed on June 14, 2022, and Resolution No. 81-22 passed on August 9, 2022.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



## Memorandum of Eligibility 021, City of Springdale

July 6, 2023

### Purpose

The purpose of the memo is to define the conditions under which the obligation and expenditure of federal funds awarded to the City of Springdale, AR (the City) are eligible for use under the terms and conditions of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act (ARPA).

### Background

The SLFRF was established in Section 9901 of ARPA (Public Law No. 117-2) signed into law on March 11, 2021. The SLFRF is administered by the United States Department of Treasury (Treasury) to provide metropolitan cities, non-entitlement units of local government, and counties with funds to mitigate the effects from the COVID-19 public health emergency. The City has received an LFRF award totaling \$21,351,596 to be used to aid in the recovery of the public health and economic impacts of the COVID-19 pandemic on the City and its residents.

### Intended Uses of Funds

The City intends to provide direct assistance to the Northwest Technical Institute (NWTI) Foundation to address the negative economic impacts experienced by NWTI.

### Definitions

For the purpose of this memo, the following terms are defined pursuant to applicable statute, administrative rule, or guidance.

**Beneficiary** means an individual or entity impacted by the COVID-19 pandemic that directly benefits from the receipt of SLFRF. (31 C.F.R. Part 35)

**Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency. (2 C.F.R. 200.1)

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity. (2 C.F.R. 200.1)

**Non-Federal entity** means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. (2 C.F.R. 200.1)



**Nonprofit** means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code. (31 C.F.R. Part 35)

**Recipient** means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. (2 C.F.R. 200.1)

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity (aka, recipient) to carry out part of a Federal program on behalf of the recipient with the recipient's Federal award funding. Recipients are responsible for monitoring and overseeing the subrecipient's use of transferred SLFRF to ensure the subrecipient complies with the statutory and regulatory requirements and the terms and conditions of the award. (2 C.F.R. 200.1)

## Statute and Guidance

### Direct Assistance for Nonprofit Organizations

Section 9901 of ARPA provides the statutory basis for the SLFRF by creating an amendment to Title VI of the Social Security Act (42 U.S.C. 801 et seq.) that added "Sec. 603. Coronavirus Local Fiscal Recovery Fund." Sec. 603(c)(1)(A) provides that cities can use SLFRF awards:

*to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.*

On January 27, 2022, Treasury issued in the Federal Register the Coronavirus State and Local Fiscal Recovery Funds Final Rule (31 CFR Part 35) (the Final Rule). The Final Rule encompasses the administrative rules for the SLFRF and includes clarification on various aspects of the eligible use categories. Specifically, in reference to responses to negative economic impacts experienced by nonprofit organizations, the Final Rule states:

*A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in subparagraph (b)(1) or is enumerated in subparagraph (b)(3);*

Subparagraph (b)(3) identifies a number of enumerated eligible uses of SLFRF funds to respond to the public health emergency or its negative economic impacts:

*A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes unless such use is grossly disproportionate to the harm caused or exacerbated by the public health emergency or its negative economic impacts:*

...

*(ii) Responding to the negative economic impacts of the public health emergency for purposes including:*

...

*(C) Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance;*



Treasury's Final Rule further clarifies:

*The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a beneficiary ... Direct assistance may take the form of loans, grants, in-kind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency.*

...

*To summarize, a recipient may determine that certain nonprofits were impacted by the pandemic or were disproportionately impacted by the pandemic and provide responsive services.*

## Standards for Identifying a Negative Economic Impact

Treasury's Final Rule provide guidance on designating a negative economic impact.

*For clarity, the final rule re-articulates that when assessing whether a program or service is an eligible use to respond to the negative economic impacts of the COVID-19 public health emergency, Treasury will consider the two eligibility requirements discussed below.*

*First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency.*

*Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.*

*Responses must be reasonably designed to benefit the individual or class that experienced the negative economic impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiary and the ability of the response to address the impact or harm experienced by that beneficiary.*

*Responses must also be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Reasonably proportional refers to the scale of the response compared to the scale of the harm. It also refers to the targeting of the response to beneficiaries compared to the amount of harm they experienced; ... In evaluating whether a use is reasonably proportional, recipients should consider relevant factors about the harm identified and the response.*

## Uniform Guidance Cost Principles

Uniform Guidance cost principles enumerates factors affecting allowability of costs:



*Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:*

*(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.*

*(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.*

*(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.*

*(d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.*

*(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.*

*(f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.*

*(g) Be adequately documented.*

*(h) Cost must be incurred during the approved budget period.*

Lastly, the Final Rule permits SLFRF funds to be used for eligible costs incurred beginning March 3, 2021 which are obligated no later than December 31, 2024 and expended no later than December 31, 2026.

## Eligibility Assessment

### NWTI Foundation

The Northwest Technical Institute Education Foundation is a 501(c)(3) nonprofit organization with the purpose of assisting in providing and promoting educational opportunities for NWTI, its students and staff. The Foundation provides and promotes opportunities, including but not limited to education, facilities, fundraising, and scholarship.

### Negative Economic Impact

NWTI has experienced a decline in enrollment since the start of the pandemic, with total headcount dropping from 2552 in 2019-20 to 1968 in 2020-21 and 2045 in 2021-22. The nature of NWTI educational opportunities – which include welding, commercial drivers licensing, ammonia refrigeration training, industrial electronics, medication aid certification, and allied health – generally require hands-on and on-site experiential instruction. The nature of the COVID pandemic required NWTI to invest in new delivery mechanisms to allow for small class sizes, alternative learning centers, and remote students.

Between lower revenue from tuition and increased costs to address the COVID public health emergency, NWTI has been restricted in its ability to address other pressing needs of the school and community. Specifically, NWTI is engaged in an effort with other community partners to address the shortage of qualified healthcare professionals in the City of Springdale and the surrounding Northwest Arkansas community. Increasing the number of qualified healthcare workers will have a lasting impact on the community's recovery from the COVID-



19 pandemic, but is only possible if NWTI has the resources to invest in educating students for these important jobs.

Direct assistance provided by the City to NWTI Foundation will enable the Foundation to address NWTI's direct economic impacts from decreased tuition revenue and increase operating expenditures, and at the same time allow NWTI to provide facilities and resources that will allow for the enrollment and education for high-demand qualified healthcare professionals. This will have the residual benefits of providing skill healthcare workers to the community while preparing local citizens for high-paying and stable employment.

### Cost Principles

Providing direct assistance to NWACC Foundation to address the negative economic impacts of the COVID pandemic:

- Is necessary and reasonable for the performance of the SLFRF award and is allocable thereto under these principles;
- Conforms to any limitations or exclusions set forth in Uniform Guidance and in the SLFRF award as to types or amount of cost items;
- Is consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the City of Springdale;
- Will be accorded consistent treatment as to any other cost incurred for the same purpose in like circumstances;
- Has not and will not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
- Has been and will be adequately documented; and
- Will be incurred during the approved budget period.

### Conclusion and Recommendations

An obligation and expenditure in the amount of \$2,000,000 from the City's allocated SLFRF to NWTI Foundation for the purpose of responding to the beneficiary's economic impact from the COVID-10 pandemic is likely to be eligible, allowable, and reasonable based on the provisions of ARPA, the Treasury Final Rule, and Uniform Guidance.

Robert Hogan, CFE  
Disaster Recovery Services

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING  
(DEMOLITION) AND REMOVAL OF A CERTAIN  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED AT 309 MONTROSE AVENUE**

**WHEREAS**, Jesus Martinez, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 94, Deerfield Subdivision, Phase II in the City of Springdale as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Commonly known as 309 Montrose Avenue, Springdale, Washington County, Arkansas

Tax Parcel No.815-32943-000

**WHEREAS**, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

**WHEREAS**, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

**WHEREAS**, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

**WHEREAS**, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

**Section 1.** That the structure located at 309 Montrose Avenue, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor’s authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



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**OFFICE OF CITY ATTORNEY**

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

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

Steve Helms  
Investigator  
shelms@springdalear.gov

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

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Jesus Martinez  
309 Montrose Ave.  
Springdale, AR 72762

BOKF, NA DBA Bank of Arkansas  
P. O. Box 35688  
Tulsa, OK 74153

RE: Property located at 309 Montrose Avenue  
Springdale, Washington County, Arkansas

Dear Mr. Martinez:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 309 Montrose Avenue and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 309 Montrose Avenue, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

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

Article Number (Transfer from service label) 20 0640 0001 3065 7155

9590 9402 7283 2028 6480 88

NA DBA Bank of Arkansas  
Box 35688  
OK 74153

Article Addressed to:  
or on the front if space permits.  
Attach this card to the back of the mailpiece,  
so that we can return the card to you.

Print your name and address on the reverse  
Complete items 11, 12, and 13 OK 740

3. Service Type  
☐ Adult Signature Restricted Delivery  
☐ Adult Signature Restricted Mail<sup>TM</sup>  
☐ Registered Mail<sup>TM</sup>  
☐ Registered Mail Restricted Delivery  
☒ Certified Mail<sup>®</sup>  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

3. Service Type  
☐ Priority Mail Express<sup>®</sup>  
☐ Registered Mail<sup>TM</sup>  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation<sup>TM</sup>  
☐ Signature Confirmation Restricted Delivery

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

B. Received by (Printed Name) *[Signature]*  
C. Date of Delivery *6-2-23*

A. Signature *[Signature]*  
☐ Addressee  
☐ Agent

COMPLETE THIS SECTION ON DELIVERY

Domestic Return Receipt

USPS TRACKING #

9590 9402 7283 2028 6480 88

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

United States  
Postal Service

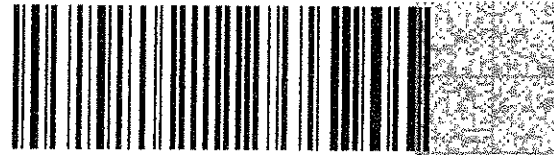
• Sender: Please print your name, address, and ZIP+4® in this box•

Office of the City Attorney  
201 N. Spring Street  
Springdale, AR  
72764

309 Montrose



CITY OF SPRINGDALE  
OFFICE OF CITY ATTORNEY  
201 SPRING STREET  
SPRINGDALE, AR 72764



US POSTAGE  
ZIP 72701 \$ 008.34<sup>0</sup>  
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*[Handwritten signature]*

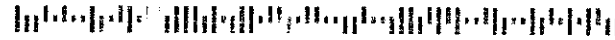
Jesus Martin  
309 Montros  
Springdale, A

-R-T-S- 727642010-1N 009 06/21/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
RETURN TO SENDER

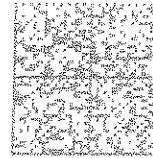
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CITY OF SPRINGDALE  
OFFICE OF CITY ATTORNEY  
201 SPRING STREET  
SPRINGDALE, AR 72764

PRESORTED  
FIRST CLASS



US POSTAGE  
ZIP 72701 \$ 000.54<sup>0</sup>  
02 4W  
0000346448 MAY 31 2023

Jesus Martinez  
309 Montrose Ave.  
Springdale, AR 72762

NIXIE 722 DE 2270 0006/04/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

VAC  
7276435537

BC: 72764455401 \*125K-08274-04-20



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 6873 EAST DOWNUM ROAD; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, Margaret F. Downum, is the owner of certain real property situated in Springdale, Benton County, Arkansas, more particularly described as follows:

Part of the NW 1/4 of the SW 1/4 of Section 20, Township 18 North, Range 30 West, Benton County, Arkansas, described as beginning at the NE corner of said 40 acres, thence South 103.5 feet, thence West 80 feet, thence North 103.5 feet, thence East 80 feet to the point of beginning, and part of the N1/2 of the SW 1/4 OF Section 20, Township eighteen (18) North, Range thirty (30) West Benton County, Arkansas, described as follows: beginning at a point 103.5 feet South of the NW corner of the NE 1/4 of the SW 1/4 of said section thence South 177 feet; thence South 88° East 330 feet; thence South 217 feet; thence West 500 feet; thence North 510.8 feet; thence South 88° East 90.5 feet; thence South 103.5 feet; thence East 80 feet to the place of beginning. And part of the NE 1/4 of the SW 1/4 of Section 20, Township eighteen (18) North, Range thirty (30) West Benton County, Arkansas, described as follows; beginning at the NW corner of said quarter quarter section, run thence South 17 rods; thence East 8 rods; Thence North 17 rods, thence West 8 rods, to the place of beginning, Benton County, Arkansas, less and except: all that part of said tract lying within the right-of-way of Downum Road, less and except: a part of the Northeast Quarter (NE 1/4) of the Southwest quarter (SW 1/4) and part of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section twenty (20), Township eighteen (18) North, Range thirty (30) West Benton County, Arkansas, and being more particularly described as follows, to-wit: beginning at a point on the West right-of-way of County Road #241, which is 87.66 feet East and 94.99 feet South of the Northwest Corner of said Northeast quarter (NE1/4), Southwest quarter (SW1/4), Section twenty (20) and thence with said county road right-of-way the following South 05°38'10" West 109.33 feet, South 30°19'37" East 56.15 feet, South 65°00'21" East 7.33 feet, South 86°56'39" East 114.95 feet, South 42°44'12" East 25.54 feet, South 01°40'31" East 82.72 Feet, South 52.00 feet, thence leaving said county road right-of-way North 74°6'22" West 487.97 feet, thence North 208.15 feet, thence North 88°00'22" East 257.82 feet to the point of beginning. Also less and except: part of the N1/2 of the SW 1/4 of Section 20, Township 18 North, Range 30 West of the Fifth Principle Meridian in Benton County Arkansas, being more particularly described as follows: commencing at the Southeast Corner of the Southwest quarter of the Southwest quarter of said Section 20; thence N89°04'15"W 659.98 feet to a set 5/8" rebar pin; Thence N00°06'40"W 1863.47 feet to a set 5/8" rebar pin; thence S89°05'14" E 330.63 feet; Thence N00°06'40"W 329.15 feet; thence N88°56'10"E 159.40 feet to the point of beginning; thence N88°56'10"E 500.01 feet; thence S00°07'27"E 61.68 feet; thence N89°05'14"W 500.00 feet; thence N00°06'40"W 63.00 feet to the point of beginning, containing 0.96 acres, more or less subject to the right-of-way of Downum Road and any easements recorded or unrecorded.

Commonly known as 6873 East Downum Road, Springdale, Benton County, Arkansas

Tax Parcel No. 21-00167-546

**WHEREAS**, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

**WHEREAS**, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to

commence repairs on the property, or to demolish and remove the building from the property;

**WHEREAS**, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

**WHEREAS**, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

**Section 1.** That the structure located at 6873 East Downum Road, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

**Section 4. EMERGENCY CLAUSE:** The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance being necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



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**OFFICE OF CITY ATTORNEY**

201 Spring Street • Springdale, Arkansas 72764  
Phone (479) 750-8173 • Fax (479) 750-4732  
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Steve Helms  
Investigator  
shelms@springdalear.gov

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

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 31, 2023

Margaret F. Downum  
6791 E. Downum Road  
Springdale, AR 72762

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

RE: Property located at 6873 E. Downum Road, Springdale, Benton County, Arkansas

Dear Mrs. Downum:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 6873 E. Downum Road and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 6873 E. Downum Road, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

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

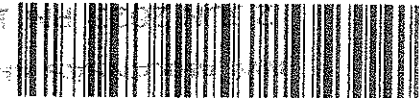
OFFICE OF THE  
CITY ATTORNEY  
201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764



United States  
Postal Service

9590 9402 7283 2028 6479 51

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| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                         |                                                                     | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
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| <p>Complete items 1, 2, and 3.<br/>Print your name and address on the reverse so that we can return the card to you.<br/>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>Margaret F. Downum<br/>6791 E. Downum Road<br/>Springdale, AR 72762</p> |                                                                     | <p>A. Signature<br/><input checked="" type="checkbox"/> Margaret <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery<br/>Margaret 6-2-27</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <p>9590 9402 7283 2028 6479 51</p> <p>Article Number (Transfer from service label)<br/>019 2970 0000 7258 2535</p>                                                                                                                                                                                                    |                                                                     | <p>3. Service Type</p> <table><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input checked="" type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table> |  | <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | <input type="checkbox"/> Collect on Delivery Restricted Delivery |  | <input type="checkbox"/> Insured Mail |  | <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |  |
| <input type="checkbox"/> Adult Signature                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Priority Mail Express®                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Adult Signature Restricted Delivery                                                                                                                                                                                                                                                          | <input type="checkbox"/> Registered Mail™                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Certified Mail®                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Registered Mail Restricted Delivery        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Certified Mail Restricted Delivery                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> Signature Confirmation™         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Collect on Delivery                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Signature Confirmation Restricted Delivery |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery                                                                                                                                                                                                                                                      |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Insured Mail                                                                                                                                                                                                                                                                                 |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)                                                                                                                                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURES WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED ON GIBBS/NICHOLS ROAD; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, Bobby Cousins, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Commonly known as Gibbs Road, Springdale, Washington County, Arkansas

Tax Parcel No.815-33682-400

**WHEREAS**, there are three (3) separate structures (2 mobile homes and a shed) on the property which are unfit for human habitation, constitute a fire hazard, otherwise are dangerous to human life, or constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further are unsightly, and are considered unsafe and unsightly structures in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

**WHEREAS**, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structures on the property are in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the buildings from the property;

**WHEREAS**, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the buildings, and as such, the matter of removing the buildings may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

**WHEREAS**, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structures are to be razed (demolished) and/or removed;

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

**Section 1.** That the three (3) structures located on Gibbs Road, Springdale, Arkansas, are dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of these dilapidated, unsightly, and unsafe structures.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structures located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structures shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structures to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structures and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

**Section 4. EMERGENCY CLAUSE:** The City Council hereby determines that the aforesaid unsafe structures constitute a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance being necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



**SPRINGDALE**<sup>TM</sup>  
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**OFFICE OF CITY ATTORNEY**

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

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Case Coordinator/Victim Advocate  
ggonzalez@springdalear.gov

Steve Helms  
Investigator  
shelms@springdalear.gov

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

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs/Nichols Road (Burnt Mobile Home)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice on Gibbs Road and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you on Gibbs Road, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in black ink, appearing to be 'EBC', written in a cursive style.

Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100



9590 9402 7283 2028 6476 30

2. Article Number (Transfer from service label)

7020 0640 0001 3065 7186

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Mickey Kirk*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

*Mickey Kirk*

C. Date of Delivery

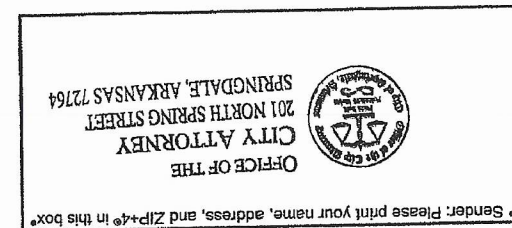
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

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

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

Domestic Return Receipt



United States  
Postal Service

9590 9402 7283 2028 6476 30

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



USPS TRACKING #

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

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

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs/Nichols Road (Middle Mobile Home)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice on Gibbs Road and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you on Gibbs Road, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in black ink, appearing to read "EBC", is positioned above the printed name.

Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Complete items 1, 2, and 3.<br/>Print your name and address on the reverse so that we can return the card to you.<br/>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p><b>Bobby Ray Cousins</b><br/>7744 Gibbs Road<br/>Springdale, AR 72762-4100</p>  <p>9590 9402 7283 2028 6481 25</p> <p>Article Number (Transfer from online label)<br/>020 0640 0001 3065 7179</p> |  | <p>A. Signature<br/> <input checked="" type="checkbox"/> <i>Mickey King</i><br/> <input type="checkbox"/> Agent<br/> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)<br/> <i>Mickey King</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>         If YES, enter delivery address below: <input type="checkbox"/> No</p> |  |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature<br/> <input type="checkbox"/> Adult Signature Restricted Delivery<br/> <input type="checkbox"/> Certified Mail®<br/> <input type="checkbox"/> Certified Mail Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery<br/> <input type="checkbox"/> Insured Mail<br/> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>                          |  | <p><input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>                                                                                                               |  |

Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

United States Postal Service

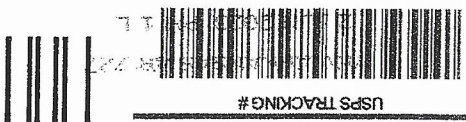
9590 9402 7283 2028 6481 25

\* Sender, please print your name, address, and ZIP+4® in this box \*

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



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



Ernest B. Cate  
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ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
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David D. Phillips  
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Administrative Legal Assistant/Paralegal  
dputt@springdalear.gov

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs Road (Camper, Shed)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice on Gibbs Road and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you on Gibbs Road, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                    |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p><b>Bobby Ray Cousins</b><br/> <b>44 Gibbs Road</b><br/> <b>Springdale, AR 72762-4100</b></p> |  | <p>A. Signature<br/> <i>x [Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mickey King</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>         If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <p>9590 9402 7283 2028 6481 01</p> <p>Article Number (Transfer from service label)<br/> <b>7019 2970 0000 7258 2559</b></p> <p>Form 3811, July 2020 PSN 7530-02-000-9053</p>                                                                                                                                                                     |  | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> |  |

Domestic Return Receipt

72764434554 0002

Office of the  
 City Attorney  
 201 North Spring Street  
 Springdale, Arkansas 72764

United States Postal Service

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

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First-Class Mail  
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 USPS  
 Permit No. G-10



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING  
(DEMOLITION) AND REMOVAL OF A CERTAIN  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED ON GIBBS/NICHOLS ROAD  
(SHED); TO DECLARE AN EMERGENCY AND FOR  
OTHER PURPOSES.**

**WHEREAS**, Bobby Cousins, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Commonly known as Nichols Road, Springdale, Washington County,  
Arkansas

Tax Parcel No.815-33682-300

**WHEREAS**, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

**WHEREAS**, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

**WHEREAS**, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

**WHEREAS**, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

**Section 1.** That the structure located on Nichols Road, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative,

is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

**Section 4. EMERGENCY CLAUSE:** The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance being necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
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**OFFICE OF CITY ATTORNEY**

201 Spring Street • Springdale, Arkansas 72764

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dputt@springdalear.gov

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs/Nichols Road (Shed)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice on Nichols Road and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you on Nichols Road, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in blue ink, appearing to read 'EBC', with a stylized flourish at the end.

Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|-------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------|--|---------------------------------------|--|------------------------------------------------------------------------|--|
| <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><b>Bobby Ray Cousins</b><br/> <b>7744 Gibbs Road</b><br/> <b>Springdale, AR 72762-4100</b></p>  <p>9590 9402 7283 2028 6481 18</p> <p>2. Article Number (Transfer from service label)<br/> <b>7020 0640 0001 3065 7162</b></p> |                                                                     | <p>A. Signature<br/>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)<br/> <b>Michael King</b></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>         If YES, enter delivery address below:</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table> |  | <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | <input type="checkbox"/> Collect on Delivery Restricted Delivery |  | <input type="checkbox"/> Insured Mail |  | <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |  |
| <input type="checkbox"/> Adult Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Priority Mail Express®                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
| <input type="checkbox"/> Adult Signature Restricted Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Registered Mail™                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
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| <input type="checkbox"/> Certified Mail Restricted Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> Signature Confirmation™         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          |                                                 |                                                              |                                           |                                          |                                                              |                                                             |                                                             |                                              |                                                                     |                                                                  |  |                                       |  |                                                                        |  |
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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

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



United States  
 Postal Service

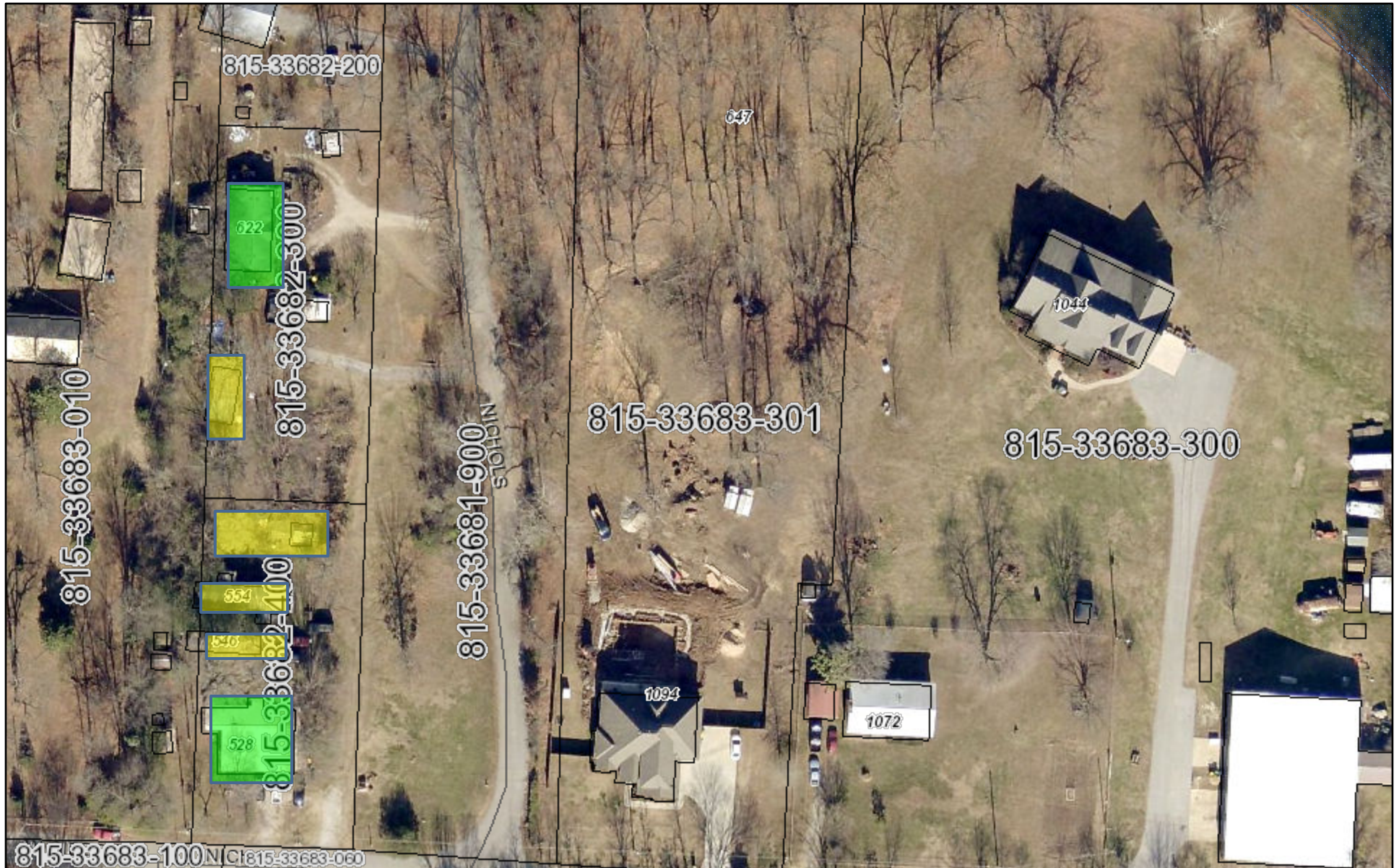
9590 9402 7283 2028 6481 18

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



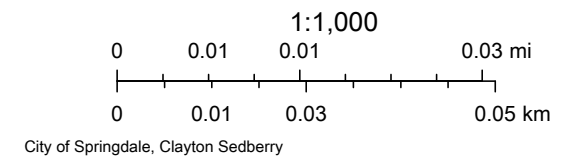
USPS TRACKING #

# City of Springdale Zoning Map



May 5, 2023

- |                                     |                    |              |           |
|-------------------------------------|--------------------|--------------|-----------|
| 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  |



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING  
AND AUTHORIZING THE PURCHASE OF OUTDOOR  
FURNITURE FOR TURNBOW PARK**

**WHEREAS**, Springdale Parks and Recreation would like to upgrade the outdoor furniture at Turnbow Park in Downtown Springdale, and

**WHEREAS**, the current furniture has served its purpose for many years but is at the end of its life, and

**WHEREAS**, Springdale Parks and Recreation would like to purchase outdoor furniture from Innovative Business Interiors who has provided a quote in the amount of \$81,635.95, to be paid for out of the city's General Fund, and

**WHEREAS**, Innovative Business Interiors is a part of the State Buy Board program in Arkansas, and

**WHEREAS**, A.C.A. § 14-58-303 (b)(2)(B) states "The governing body by Resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical".

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that competitive bidding is hereby waived for the purchase of the outdoor furniture for Turnbow Park from Innovative Business Interiors and the Mayor is hereby authorized to execute an agreement with Innovative Business Interiors in the amount of \$81,635.95, to be paid for out of the city's General Fund.

**PASSED AND APPROVED** this 11<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

# innovative business interiors

3837 Elm Springs Road  
Springdale, Arkansas 72762  
479.872.2100

## PROPOSAL

| DATE     | PROPOSAL# |
|----------|-----------|
| 06/16/23 | 3368      |

VALID THROUGH: 06/30/23  
PROJECT#: 10-20

|                                                            |
|------------------------------------------------------------|
| <b>CUSTOMER:</b>                                           |
| City of Springdale<br>201 SPRING ST<br>SPRINGDALE AR 72764 |
| PH# 479-750-8173                                           |

|                                                            |
|------------------------------------------------------------|
| <b>PROJECT LOCATION:</b>                                   |
| City of Springdale<br>201 SPRING ST<br>SPRINGDALE AR 72764 |

SALESPERSON: Craig Bruce

TERMS: Net 30

PROPOSAL FOR: Park Furniture

\*Omnia Contract #2020000622

| #                                                             | QTY | PRODUCT            | DESCRIPTION                                                                    | SELL EACH | SELL EXTEND |
|---------------------------------------------------------------|-----|--------------------|--------------------------------------------------------------------------------|-----------|-------------|
| 4                                                             | 15  | LOLLYGAGGER        | TALL LOLLYGAGGER LOUNGE<br>CHAIR 5- Leaf Green 5- Sky<br>Blue 5- Sunset Orange | 537.00    | 8,055.00    |
| 5                                                             | 1   | Loll<br>Freight    | Freight                                                                        | 805.50    | 805.50      |
| 8                                                             | 15  | Gretchen<br>Litter | MATCHES CITY STANDARD                                                          | 1,353.66  | 20,304.90   |
| 9                                                             | 34  | PARC C             | PARC CENTRE CHAIR WITH ARMS                                                    | 334.02    | 11,356.68   |
| 10                                                            | 17  | PARC T             | PARC CENTRE TABLE 24"<br>DIAMETER                                              | 720.78    | 12,253.26   |
| 11                                                            | 1   | LANDSCAPE<br>FORMS | SHIPPING & HANDLING                                                            | 4,500.00  | 4,500.00    |
| 12                                                            | 1   | INSTALL            | Design and Specifying<br>Services, Delivery,<br>Installation Trash Removal     | 17,108.22 | 17,108.22   |
| PRODUCT                                                       |     |                    |                                                                                |           | 74,383.56   |
| ACCEPTED BY _____                                             |     |                    |                                                                                |           |             |
| DATE ACCEPTED _____                                           |     |                    |                                                                                |           |             |
| If paying w/credit card, a 3% processing fee will be applied. |     |                    |                                                                                |           |             |
| TAX                                                           |     |                    |                                                                                |           | 7,252.39    |
| TOTAL                                                         |     |                    |                                                                                |           | 81,635.95   |

## Terms and Conditions

The purchaser agrees that they have reviewed the proposal, furniture plan, and all specifications defining components, including furniture sizes, fabrics, and finishes and that all are correct. Each approved item is made to order and cannot be canceled or returned to the manufacturer.

### General

**All drawings, specifications, presentations, and quotes presented by Innovative Business Interiors are considered exclusive and confidential. Prices quoted are firm for 30 days or until any increases are imposed by the manufacturer(s) or whichever comes first. Please note, totals do not include any applicable sales tax unless clearly stated.**

- **Lead Times:** All lead times are approximate. Typical made-to-order manufacturer lead times are 5-10 weeks. Lead-times are controlled by the manufacturer and are beyond Innovative Business Interiors control. Innovative Business Interiors is not responsible for manufacturer production delays.
- **Change Order:** Orders cannot be canceled except by mutual consent. The purchaser will pay any additional charges resulting from changes. Changes made to the specifications detailed in this contract may alter the project total and cause delays in target installation dates. Any changes made during the installation are subject to review and additional charges.
- **Storage:** If the job site/area is not ready on its scheduled delivery date, Innovative will secure warehousing and charge additional compensation for extra handling and delivery costs. An additional 3% of the selling price per month for storage will be assessed. Concealed damages within cartons will not be covered.
- **Delivery and Installation:** Delivery and Installation: All work, delivery, and installation shall occur during regular business hours from Monday-Friday 08:00 AM – 5:00 PM unless other arrangements have been agreed upon. Charges are based on one consolidated delivery unless otherwise noted. Any split ship or additional deliveries as requested by the end-user may result in additional fees up to \$1000 per trip. Additional fees will be commensurate with the scope of the request.
- Innovative is not responsible for any item specified by an external source that is too large or heavy for the elevator.
- A 1.5% service charge will be applied monthly if the invoice is not paid in full within the terms of the invoice.
- If paying with a credit card, a 3% processing fee will be applied.

### Site Conditions

**If all site conditions requirements are not met, additional charges per man hour for additional labor and materials are incurred.**

- The proposal is based on a ground-level installation. For higher-level installations, an elevator or lift must be accessible during installation hours.
- The installation area must be completed and free of other trades materials and equipment for proper furniture staging.
- All interior construction, including painting, ceiling, flooring, and wall base, must be completed before installation commences.
- Innovative is not responsible for removing existing furniture, personal items, and/or computer equipment unless specified in the scope of work.
- Innovative is not responsible for data/network cabling but can participate in the planning stages to coordinate appropriately.
- Hardwiring of base feeds or power pole is the responsibility of an electrician provided by the customer to connect it to the building's electric supply.

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Client Signature

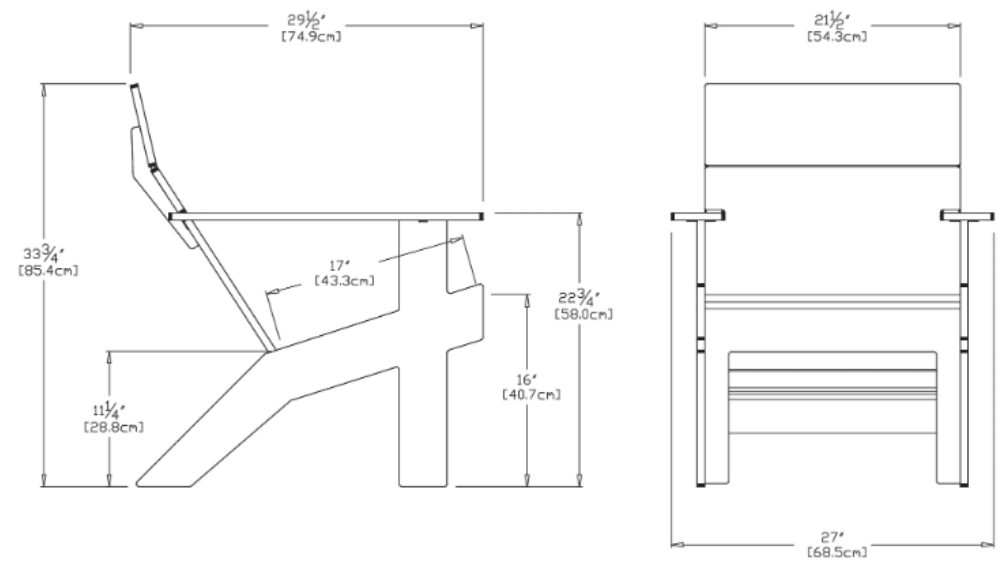
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Date

# Turnbow Park

City of Springdale  
June 2023





Tall Lollygagger Chair





To match City Standard

These pieces →

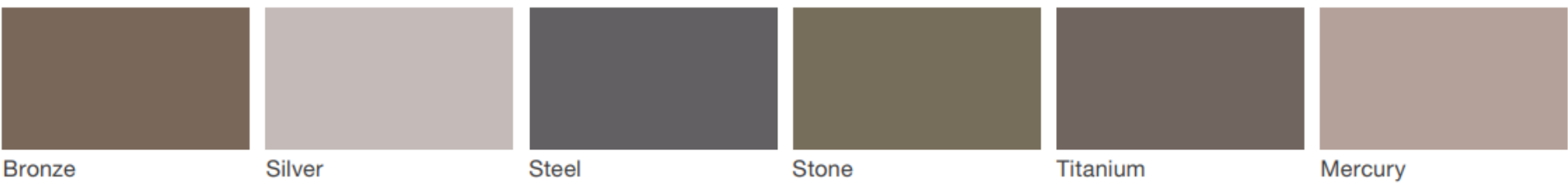


← In this color

### Powdercoated Metal (Gloss)\*



### Powdercoated Metal (Metallic)\*



### Designer Palette Architectural Series (Low Sheen)\*



Key



Key

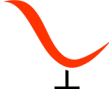


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 HermanMiller  
 colebrook bosson saunders  
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 HOLLY HUNT  
 fully

Thank You

innovative  
 business interiors

3837 Elm Springs Rd  
 Springdale, Arkansas 72762  
 479.872.2100

MillerKnoll + 
 

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT TO PROCURE  
A CONTRACT FOR ARTIFICIAL TURF AND OTHER  
PURPOSES**

**WHEREAS**, the City of Springdale is in need of proposals for a new artificial turf; and

**WHEREAS**, to receive competitive and accurate proposals or quotes, procurement services should be done in a timely manner for artificial turf companies to prepare for submittals; and

**WHEREAS**, a proposal has been submitted to the City of Springdale for identifying artificial turf needs, securing the best value, and creating a recommended priority list and other purposes; and

**WHEREAS**, pursuant to Section 2-203 of the Code of Ordinances of the City of Springdale, procurement consulting services have been declared to be a professional service

**WHEREAS**, the price not to exceed amount for professional services to procure a artificial turf proposal shall be \$90,000 exclusive of a shared savings agreement to incentivize the project to come in under budget.

**WHEREAS**, the contractor who obtains the award for the turf project shall reimburse the City for procurement consultant fee associated with the project;

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

The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Blackfin Consulting for procuring a artificial turf contract to be paid for out of the general fund and reimbursed by 2023 bond funds.

**PASSED AND APPROVED** this \_\_\_\_\_ day of July 11, 2023

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



## **General Services Contract**

This Contract (Contract) is made between the City of Springdale, Arkansas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions

### **I. Summary of Contract Terms.**

|                          |                                                                                                                                                                                |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor:              | Blackfin Sports Consulting<br>P.O. Box 9373<br>Fayetteville, AR 72703                                                                                                          |
| City:                    | City of Springdale<br>201 Spring Street<br>Springdale, Arkansas 72764                                                                                                          |
| Description of Services: | Contractor will provide consulting services related to the selection and procurement process of purchasing sports facilities turf and natural grass products and installation. |
| Contract Type:           | Percentage Contract with progress payments based on completed milestones. (See III, B)                                                                                         |
| Effective Date:          | Upon the date of execution by the City of Springdale                                                                                                                           |
| Termination Date:        | Upon completion of Contract with a Turf Vendor as provided herein, but no later than March 1st, 2024.                                                                          |
| Renewal:                 | No renewal options.                                                                                                                                                            |

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CONTRACTOR:**

**CITY OF SPRINGDALE**

---

---

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### III. Standard Contractual Provisions.

#### A. Definitions.

*Contract* means this Standard Services Contract.

*Services* mean the services for which the City received a proposal from Blackfin.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will invoice City for services based on completed milestones as follows.

|                                                                          |                                               |
|--------------------------------------------------------------------------|-----------------------------------------------|
| <b><u>A. Signed General Services Contract</u></b>                        | <b><u>(\$30,000)</u></b>                      |
| <b><u>B. Completion of procurement process and awarded contract.</u></b> | <b><u>(\$30,000)</u></b>                      |
| <b><u>C. Start of Installation phase</u></b>                             | <b><u>(\$15,000)</u></b>                      |
| <b><u>D. Completion of Total Project</u></b>                             | <b><u>(\$15,000, plus shared savings)</u></b> |

The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default within fifteen (15) days of such written notice, or longer if agreed to by the parties, the party giving the notice of default may terminate this Contract. Either party may terminate this Contract for convenience upon thirty (30) days' written notice to the other party. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. Upon termination, Contractor shall immediately discontinue all services and work being performed pursuant to the General Services Contract. Contractor shall provide copies of any and all documents that have been created by Contractor for purposes of negotiating or finalizing the Turf and Natural Grass Agreement to the City within five (5) business days of the effective date of termination.

#### D. Liability and Indemnity.

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS,

CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT, OF CONTRACTOR OR ITS SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGEMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT. TO THE EXTENT PERMITTED BY LAW, CITY AGREES TO INDEMNIFY CONTRACTOR FOR ANY LOSS OR DAMAGE TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT OF THE CITY IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL REQUIRE THE CITY TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT. NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A WAIVER OF CITY'S STATUTORY SOVERIGN IMMUNITY PURSUANT TO ARK.CODE ANN. §21-9-301.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Arkansas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Washington County, Arkansas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees, but each shall be responsible for its legal fees and expenses.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or any other cause relating to this Contract, neither party will seek

or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed, and shall have the right to terminate this Contract if a force majeure event continues for more than sixty (60) days, because of war; civil commotion; acts of God' inclement weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

M. Confidential Information. Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, unauthorized use of, any confidential information by Contractor is a material breach of this Contract. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims for damages caused by Contractor's breach of this confidentiality provision.

N. Right to Audit. During the term of this Contract, and at any time within three (3) years following the expiration or termination of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by a court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits or requests for information, not less than ten (10) days, including identifying the information needed if possible. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by the Contract and by law. This provision shall survive termination of this Contract.

O. Insurance. Consultant will maintain, for the duration of the Term, insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, Commercial General Liability, and Employee Liability. Commercial general coverage shall: (i) be maintained during the term of this Agreement with a minimum limit of one (1) million dollars (\$500,000) per occurrence; (ii) name City as an additional insured; and (iii), be regarded as primary insurance for any and all claims made relating to or arising from any and all activities related to or arising from this Agreement. Consultant shall provide Client with a copy of the declarations page from such policies required under this Agreement within thirty (30) days of the Effective Date hereof.

#### **IV. Special Terms or Conditions. None.**

**EXHIBIT A  
CONTRACTOR'S SCOPE OF SERVICES**

Scope of services shall consist of the contractor providing overall project management, Procurement development and process, contract negotiations, contract implementation, and inspection of product for the City of Springdale. We will conduct either a RFP process or waive competitive bidding and select vendor based on quotes, budget and timeline.

**Procurement Process**

- 1) Kick-Off Strategy Meeting and Data Request
- 2) Preparation of Procurement
- 3) Vendor Coordination: RFP or Quotes
- 4) Evaluation and Recommendation
- 5) Finalist Interviews and presentations
- 6) Award Contract
- 7) Negotiating the Final Contract
- 8) Signed Contract

**Inspection Items**

- 1) Evaluation and inspection of turf product
- 2) DIG process (Density, Infill, Gage)
- 3) Thatch inspection
- 4) Nylon netting and proper installation
- 5) Backstop materials and installation

**Consulting Fee**

|                                                               |             |
|---------------------------------------------------------------|-------------|
| Procurement Consulting Fee Total                              | \$90,000.00 |
| <b>(Based on 2 % of a project estimate of \$4,500,000.00)</b> |             |

**Shared Savings Incentive**

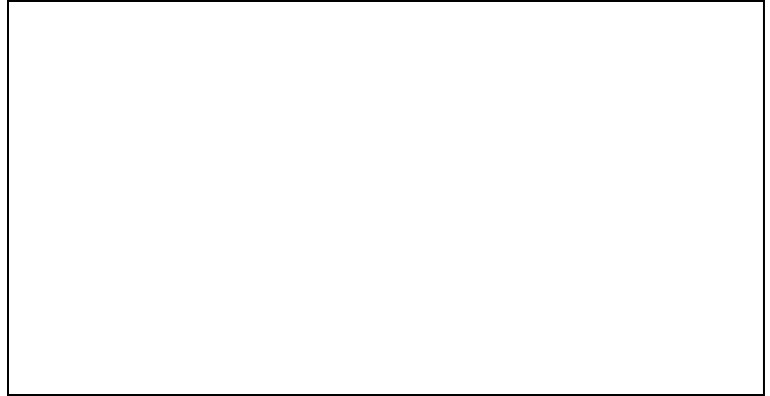
Project cost savings shall be shared on the following basis: Any savings below the artificial turf estimate of \$4,500,000.00 shall be shared equally between the city and Blackfin Consulting.

Awarded Vendor will reimburse the City for contractor services.

Printing and legal costs are to be supplied by the City.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER  
110, ARTICLE VI. STREET NAMES AND  
ADDRESS NUMBERS, TO CHANGE THE  
NAME OF AN EXISTING CITY STREET**



**WHEREAS**, the City of Springdale has received a request to rename a public street; more specifically renaming Savage Street to Marty Street;

**WHEREAS**, notice of the public hearing was posted, and all property owners whose address would change due to the proposed street name change were sent notice of the public hearing by way of certified mail, as required by Sec. 110-138 of the Code of Ordinances of the City of Springdale, Arkansas; and

**WHEREAS**, on July 11, 2023, a public hearing was held by the City Council for the City of Springdale, Arkansas, pursuant to Sec. 110-138 of the Code of Ordinances of the City of Springdale, Arkansas, to consider the request to rename Savage Street to Marty Street;

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

**Section 1.** That the street address map is hereby amended to rename Savage Street to Marty Street.

**Section 2.** Chapter 110, Article VI, the same being the Street Addressing and Numbering Ordinance is hereby amended as set forth above and any and all parts in conflict herewith are hereby repealed and that the change in name will be in effect upon the signing and filing of this ordinance for all existing streets.

**Section 3.** A copy of this ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas.

**PASSED AND APPROVED** this 11<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

The City Council of the City of Springdale met in regular session on Tuesday, June 27, 2023 in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

|                  |                          |
|------------------|--------------------------|
| Doug Sprouse     | Mayor                    |
| Brian Powell     | Ward 3 (Present by Zoom) |
| Amelia Williams  | Ward 4 (Absent)          |
| Jeff Watson      | Ward 3                   |
| Mike Overton     | Ward 2                   |
| Mike Lawson      | Ward 1                   |
| Rex Bailey       | Ward 2                   |
| Randall Harriman | Ward 1 (Present by Zoom) |
| Mark Fougrousse  | Ward 4                   |
| Ernest Cate      | City Attorney            |
| Denise Pearce    | City Clerk/Treasurer     |

Department heads present:

|                |                         |
|----------------|-------------------------|
| Frank Gamble   | Police Chief            |
| Blake Holte    | Fire Chief              |
| Patsy Christie | Planning Director       |
| Mike Chamlee   | Building Dept. Director |
| James Smith    | Public Works Director   |
| Ben Peters     | Engineering Director    |
| Ron Findley    | Community Eng. Director |
| Colby Fulfer   | Chief of Staff          |
| Anne Gresham   | Library Director        |

APPROVAL OF MINUTES

Council Member Bailey moved the minutes of the June 13, 2023 City Council meeting be approved as presented. Council Member Overton made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Powell, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Mayor Sprouse

No: None

DISCUSSION ON 2023 STREET BOND PROJECTS

Council Member Watson made the motion to move the discussion on 2023 Bond Projects (item No. 16 on agenda) to the July 5th committee meeting. Council Member Lawson made the second.

The vote:

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

No: None

RESOLUTION NO. 66-23 – MAKING APPOINTMENTS TO THE SPRINGDALE AIRPORT COMMISSION

Mayor Doug Sprouse presented a Resolution making the appointments of Jim Ulmer and Jason McMullen to the Springdale Airport Commission. Neil Johnson and Bill Schoonover have retired from the Springdale Airport Commission after serving a combined 40 years.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION MAKING APPOINTMENTS TO THE SPRINGDALE AIRPORT COMMISSION OF THE CITY OF SPRINGDALE, ARKANSAS**

**WHEREAS**, Neil Johnson and Bill Schoonover have retired from the Springdale Airport Commission after serving a combined 40 years; 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**, the Springdale Airport Commission has recommended the appointments of Jim Ulmer and Jason McMullen with terms beginning July 1, 2023; and

**WHEREAS**, Mayor Doug Sprouse has appointed Jim Ulmer and Jason McMullen to the Springdale Airport Commission,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that Ulmer and Jason McMullen are hereby appointed to the Springdale Airport Commission with terms set to expire on July 1, 2028 is approved.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 66-23.

ORDINANCE NO. 5855 – REZONING (R23-25) 11.26 ACRES OWNED BY THE RAMSEY AT SPRINGDALE LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BOB MILLS AND OAK GROVE ROAD, FROM PUD TO A REVISED-PUD AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R23-25) 11.26 acres owned by The Ramsey at Springdale located at the southeast corner of the intersection of Bob Mills and Oak Grove Road, from PUD to a Revised-PUD and declaring an emergency.

There are changes in the density with 441 spaces provided.

Planning Commission recommended approval at the Public Hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5855.

RESOLUTION NO. 67-23 – APPROVING A WAIVER (W23-15) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3724 TO THE RAMSAY AT SPRINGDALE IN CONNECTION WITH L23-27, A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-15) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3724 to the Ramsay at Springdale located at the southeast corner of the intersection of Bob Mills and Oak Grove Road.

A public hearing was held at the June 6, 2023 Planning Commission meeting.

Council Member Overton moved the Resolution be adopted with Option 3. Council Member Fougrousse made the second.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING A WAIVER (W23-15) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO THE RAMSAY AT SPRINGDALE IN CONNECTION WITH L23-37 A LARGE SCALE DEVELOPMENT**

**WHEREAS**, Ordinance #3047 provides for the waiver (W23-15) 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 (W23-15) of street improvements to Bob Mills Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L23-37 a Large Scale Development for The Ramsay at Springdale and the Planning Commission recommends approval of the waiver request.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby:

**Option 3: Approves** payment in lieu of improvements to Bob Mills Road in connection with L23-37 a Large Scale Development for The Ramsay at Springdale with estimated cost to be submitted by the developer’s engineer for confirmation by the Planning Department.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF June, 2023.**

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 67-23.

**ORDINANCE NO. 5856 – REZONING (R23-27) PROPERTY OWNED BY THE ANDERS FAMILY, LP, LOCATED AT 4985 ELM SPRINGS ROAD, FROM A-1 TO C-5; AND DECLARING AN EMERGENCY**

Planning Director Patsy Christie presented an Ordinance rezoning (R23-27) property owned by The Anders Family, LP, located at 4985 Elm Springs Road, from A-1 to C-5; and declaring an emergency.

Planning Commission recommended approval at the Public Hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5856.

**ORDINANCE NO. 5857 – REZONING (R23-29) PROPERTY OWNED BY GARY AND DEBRA MATTERI LOCATED AT 372 S. 48<sup>TH</sup> STREET, FROM A-1 TO C-2; AND DECLARING AN EMERGENCY**

Planning Director Patsy Christie presented an Ordinance rezoning (R23-29) property owned by Gary and Debra Matteri located at 372 S. 48<sup>th</sup> Street, from A-1 to C-2; and declaring an emergency.

Planning Commission recommended approval at the Public Hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5857.

ORDINANCE NO. 5858 – REZONING (R23-31) PROPERTY OWNED BY ARMOR INSURANCE, LLC, LOCATED AT 4140 OLD WIRE ROAD, FROM A-1 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R23-31) property owned by Armor Insurance, LLC, located at 4140 Old Wire Road, from A-1 to C-2; and declaring an emergency.

Planning Commission recommended approval at the Public Hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5858.

ORDINANCE NO. 5859 – REZONING (R23-33) PROPERTY OWNED BY HAROLD FLOYD & BILLIE SUE HARMON REVOCABLE LIVING TRUST LOCATED AT 1310 OAK GROVE ROAD, FROM A-1 TO C-2 AND O-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R23-33) property owned by Harold Floyd & Billie Sue Harmon Revocable Living Trust located at 1310 Oak Grove Road, from A-1 to C-2 and O-1; and declaring an emergency.

Planning Commission recommended approval at the Public Hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5859.

RESOLUTION NO. 68-23 – APPROVING A WAIVER (W23-16) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO RYAN AND SARAH MCCLAIN IN CONNECTION WITH 6774 E. WAGON WHEEL ROAD, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-16) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Ryan and Sarah McClain in connection with 6774 E. Wagon Wheel Road, a single family dwelling.

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

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING A WAIVER (W23-16) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO RYAN AND SARAH MCCLAIN IN CONNECTION WITH 6774 E. WAGON WHEEL ROAD, A SINGLE-FAMILY DWELLING**

**WHEREAS**, Ordinance #3047 provides for the waiver (W23-16) 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 (W23-16) of street improvements to including drainage improvements related thereto, sidewalks in connection with 6774 E. Wagon Wheel Road, a single-family dwelling for Ryan and Sarah McClain and the Planning Commission recommends approval of the waiver request.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby:

**Option 1: Grants** a waiver of street improvements to E. Wagon Wheel Road including drainage improvements related thereto, sidewalks in connection with 6774 E. Wagon Wheel Road a single-family dwelling for Ryan and Sarah McClain.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF June, 2023.**

---

Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 68-23.

ITEM 8-H ON AGENDA

Planning Director Patsy Christie said this item was pulled from the agenda.

RESOLUTION NO. 69-23 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHARITABLE DONATION AGREEMENT, AND AUTHORIZING THE PURCHASE OF PROPERTY FOR THE EXPANSION OF BLUFF CEMETERY

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and City Clerk to enter into a charitable donation agreement with Gary C. George and Robin A. George to effectuate the charitable contribution to the City of Springdale for the purpose of purchasing additional property for the expansion of Bluff Cemetery. The owner of the property has agreed to sell it to the City of Springdale for the sum of \$760,000.00.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHARITABLE DONATION AGREEMENT, AND AUTHORIZING THE PURCHASE OF PROPERTY FOR THE EXPANSION OF BLUFF CEMETERY.**

**WHEREAS**, the acquisition of real property located adjacent to Bluff Cemetery, more specifically, Washington County Parcel No. 815-28318-000, Parcel No. 815-28315-000, Parcel No. 815-28316-000, Parcel No. 815-28317-000, and Parcel No. 815-25549-000, collectively "the Properties", and comprising approximately 7.31 acres, are needed by the City of Springdale for future expansion of Bluff Cemetery;

**WHEREAS**, the owner of the Properties has agreed to sell the Properties to the City of Springdale for the sum of \$760,000.00, which is a reasonable price for the Properties;

**WHEREAS**, Gary C. George and Robin A. George wish to make a charitable contribution to the City of Springdale for the express purpose of the City purchasing the Properties; and

**WHEREAS**, the City of Springdale and Gary C. George and Robin A. George wish to enter into a Charitable Donation Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, to effectuate the charitable contribution to the City for the purpose of the City purchasing the Properties.

**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 Charitable Donation Agreement, and are authorized to utilize funds derived therefrom to purchase the Properties in an amount not to exceed \$760,000.00, plus associated closing costs, and are authorized to execute all documents necessary to complete this transaction.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 69-23.

**RESOLUTION NO. 70-23 – AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES (FIRE STATION #4)**

Chief of Staff Colby Fulfer presented a Resolution authorizing the execution of a contract with Miller Boskus Lack Architects, P.A for architect services for Fire Station #4. The contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000. Expenditures for this project will be paid from the General Fund.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES**

**WHEREAS**, the City of Springdale is planning to replace and construct Fire Station #4, and

**WHEREAS**, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

**WHEREAS**, the contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000, and

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

**Section 1.** Expenditures for this project will be paid from the General Fund.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction of Fire Station #4.

**Section 3.** 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, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 70-23.

**RESOLUTION NO. 71-23 – AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES (FIRE STATION #10)**

Chief of Staff Colby Fulfer presented a Resolution authorizing the execution of a contract with Miller Boskus Lack Architects, P.A for architect services for Fire Station #10. The contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000. Expenditures for this project will be paid from the General Fund and reimbursed with 2023 Bond Funds.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES**

**WHEREAS**, the City of Springdale is planning to construct Fire Station #10 with 2023 bond proceeds, and

**WHEREAS**, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

**WHEREAS**, the contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000, and

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

**Section 1.** Expenditures for this project will be paid from the General Fund and reimbursed with 2023 Bond Funds.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction of Fire Station #10.

**Section 3.** 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, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No:    None

The Resolution was numbered 71-23.

RESOLUTION NO. 72-23 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING CITY PROJECT: TRAIL FEASIBILITY: WATKINS AVENUE – CAMBRIDGE STREET AND GUTENSOHN ROAD – SOUTH PLEASANT STREET

Planning Director Patsy Christie presented a Resolution expressing the willingness of the City of Springdale to utilize Federal-Aid funds for the following City Project:

Trail Feasibility: Watkins Avenue – Cambridge Street and Gutensohn Road – S. Pleasant Street.

Northwest Arkansas Regional Planning Commission has approved Federal-aid Carbon Reduction Program – Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

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

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

The vote:

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

No:    None

Recuse: Powell

The Resolution was numbered 72-23.

RESOLUTION NO. 73-23 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR CONSTRUCTION OF DON TYSON PARKWAY FROM GENE GEORGE BOULEVARD TO HIGHWAY 112

Engineering Director Ben Peters presented a Resolution expressing the willingness of the City of Springdale to apply for STBGP-A Funding for construction of Don Tyson Parkway from Gene George Boulevard to Highway 112.

**RESOLUTION NO. \_\_\_\_**

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

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

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

**WHEREAS**, \$4,500,000 of STBGP-A funding has already been awarded for construction of this project; and

**WHEREAS**, the estimated construction cost of \$11,900,000.00, the City intends to submit an application requesting the remaining 80% STBGP-A funding (\$5,020,000.00) and provide the required match of 20% (\$1,255,000.00):

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

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

**Section 2.** The required matching funds are committed in an amount not to exceed \$1,255,000.00

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
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 Powell made the second.

The vote:

Yes: Harriman, Fougrouse, Powell, Watson, Overton, Lawson, Bailey

No: None

The Resolution was numbered 73-23.

ORDINANCE NO. 5860 - AUTHORIZING THE EXECUTION OF A MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL CONTRACT WITH CARDS NWA, LLC, FOR THE PROVISION OF COLLECTION, RECYCLING, COMPOSTING, TRANSFER AND DISPOSAL OF SOLID WASTE IN THE CITY OF SPRINGDALE, ARKANSAS

Chief of Staff Colby Fulfer presented an Ordinance authorizing the execution of a Municipal Solid Waste Collection, Transportation and Disposal Contract with Cards NWA, LLC, for the provision of collection, recycling, composting, transfer and disposal of solid waste in the City of Springdale, Arkansas.

On December 12, 1995, the City Council passed Ordinance No. 2442 authorizing a sanitation service contract for the provision of collection, recycling, composting, transfer, and disposal of solid waste in the City of Springdale. The provisions of the existing solid waste contract, together with all extensions thereto, will expire on November 30, 2023.

On January 24, 2023, City Council passed Resolution No. 18-23, which authorized the execution of a professional services agreement with Solid Waste Specialists for the purpose of developing request for proposals for a solid waste contract, identifying solid waste needs, securing the best value for collection services, creating a recommended priority list, and other issues associated with awarding a solid waste contract to begin December 1, 2023.

The City utilized a procurement process for the purpose of evaluating and awarding a solid waste agreement, which included a pre-bid meeting, the submittal of written proposals, the scoring of submitted proposals, and interviews; all conducted in order to ensure that the selection process was competitive, accurate, and timely.

Lynn Lantrip, Solid Waste Specialist Consultant, said after the completion of the procurement process, it was the recommendation that Cards NWA, LLC, be awarded the solid waste contract for the collection, recycling, composting, transfer, and disposal of solid waste in the City of Springdale.

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

The vote:

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

No: Fougrousse

The Ordinance was numbered 5860.

RESOLUTION NO. 74-23 – AUTHORIZING THE EXPENDITURE OF FUNDS TO PROVIDE TEMPORARY SPEED TABLES/CUSHIONS ON LAKEVIEW DRIVE

Council Member Mike Overton presented a Resolution authorizing the expenditure of funds to provide temporary speed tables/cushions on Lakeview Drive.

Mayor Sprouse said they will be installed and tested for one year. At that time, they will be evaluated on their effectiveness.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO PROVIDE TEMPORARY SPEED TABLES/CUSHIONS ON LAKEVIEW DRIVE.**

**WHEREAS**, the City of Springdale is aware of certain traffic issues on Lakeview Drive;

**WHEREAS**, the City of Springdale has discussed several possible options to address the traffic issues on Lakeview Drive, and to ensure the health, safety, and welfare of those citizens living near or driving on Lakeview Drive;

**WHEREAS**, the City of Springdale has recently installed a new 4-way stop at the intersection of South Turner Street and Lakeview Drive; and,

**WHEREAS**, it is the recommendation of the Springdale City Council that additional measures be taken to increase the safety of those living and traveling on Lakeview Drive; these measures to include the installation of temporary speed tables/cushions on Lakeview Drive.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City is hereby authorized to expend an amount not to exceed \$10,000.00 for the installation of temporary speed tables/cushions on Lakeview Drive in order to provide for the health, safety, and welfare of those citizens living near or driving on Lakeview Drive, to be paid from the general fund.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
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 Overton made the second.

The vote:

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

No: None

The Resolution was numbered 74-23.

ORDINANCE NO. 5861 - AUTHORIZING THE ISSUANCE OF SALES AND USE TAX REFUNDING AND IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

J. Shepherd Russell, III, Attorney with Friday Eldredge & Clark, presented the following ordinance authorizing the issuance of Sales and Use Tax Refunding and Improvement Bonds for the purpose of financing and refinancing the cost of Capital Improvements; pledging collections of a 1% Sales and Use Tax to pay the principal of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX REFUNDING AND IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Springdale, Arkansas (the “City”) the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the “State”) and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the “Authorizing Legislation”), capital improvement bonds as follows:

(a) bonds in the maximum principal amount of \$140,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Refunding and Improvement Bonds, Series 2018 (the “2018 Bonds Refunded”);

(b) bonds in the maximum principal amount of \$45,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Refunding Bonds, Taxable Series 2020 (the “2020 Bonds Refunded”);

(c) bonds in the maximum principal amount of \$135,000,000 to finance all or a portion of the costs of new, and improvements to existing, streets, roads, trails, bridges and sidewalks including particularly, without limitation, any curb, gutter, drainage, flood control and other related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments and traffic signals related thereto (“Street Improvements”);

(d) bonds in the maximum principal amount of \$16,250,000 to finance all or a portion of the costs of park and recreational facilities and improvements including particularly, without limitation, upgrades to existing parks and a new recreation center, and any necessary land acquisition, equipment and parking, drainage, flood control, lighting, street and utility improvements therefor (the “Park and Recreational Improvements”);

(e) bonds in the maximum principal amount of \$7,750,000 to finance all or a portion of the costs of facilities, equipment and apparatus for the City's fire department, including particularly, without limitation, a new fire station and training facilities, and any necessary land acquisition and parking, drainage, flood control, street, lighting and utility improvements therefor (the “Fire Department Improvements”); and

(f) bonds in the maximum principal amount of \$16,250,000 to finance all or a portion of the costs of a new senior center including necessary equipment, furniture, fixtures, land acquisition, drainage, flood control, street, utility and parking improvements therefor (the “Senior Center Improvements”); and

WHEREAS, at the special election held May 9, 2023, a majority of the electors voting on the questions approved the issuance of such bonds (the “Voter Approved Bonds”); and

WHEREAS, the City Council has determined to proceed to accomplish the refunding of the 2018 Bonds Refunded and the 2020 Bonds Refunded (collectively, the “Bonds Refunded”) and to accomplish the Park and Recreational Improvements, the Fire Department Improvements, the Senior Center Improvements and a portion of the Street Improvements (collectively, the “2023 Improvements”), and to issue capital improvement bonds in the aggregate principal amount of \$314,905,000 designated as “City of Springdale, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2023A and Series 2023B” (the “2023 Bonds”); and

WHEREAS, the proceeds of the 2023 Bonds designated “2023A” (the “Series 2023A Bonds”) will be used to refund the Bonds Refunded and to finance Street Improvements; and

WHEREAS, the proceeds of the 2023 Bonds designated “2023B” (the “Series 2023B Bonds”) will be used to finance the 2023 Improvements; and

WHEREAS, the City has made arrangements for the sale of the 2023 Bonds to Crews & Associates, Inc. and Stephens Inc. (the “Purchasers”), pursuant to a Bond Purchase Agreement between the Purchasers and the City (the “Agreement”), which has been presented to and is before this meeting for the following purchase prices: \$166,922,979.45 (principal amount of \$168,745,000 less \$387,688.05 of original issue discount and less underwriter's discount of \$1,434,332.50) (the “2023A Purchase Price”) for the Series 2023A Bonds; and \$143,158,712.30 (principal amount less \$1,758,927.70 of net original issue discount and less \$1,242,360 of underwriter's discount) (the “2023B Purchase Price”) for the Series 2023B Bonds; and

WHEREAS, the Preliminary Official Statement, dated June 20, 2023, offering the 2023 Bonds for sale (the “Preliminary Official Statement”), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas, as Dissemination Agent (the “Disclosure Agreement”), providing for the ongoing disclosure obligations of the City with respect to the 2023 Bonds, has been presented to and is before this meeting; and

WHEREAS, payment of the scheduled principal of and interest on the 2023 Bonds when due is guaranteed by Build America Mutual Assurance Company, or any successor thereto or assignee thereof (the “2023 Insurer”), pursuant to a municipal bond insurance policy (the “2023 Insurance Policy”), as set forth in the 2023 Insurance Policy; and

WHEREAS, the 2023 Insurer will also issue a municipal bond debt service reserve insurance policy (the “2023 Reserve Policy”) in order to provide a debt service reserve for the 2023 Bonds in the amount of one-half of the maximum annual principal and interest requirements on the 2023 Bonds (viz, \$9,915,377.48); and

WHEREAS, the Debt Service Reserve Agreement, relating to the 2023 Reserve Policy, between the City and the 2023 Insurer (the “Reserve Agreement”) has been presented to and is before this meeting; and

WHEREAS, the principal amount of the 2023 Bonds, plus original issue premium and the 2023 Reserve Policy amount, are allocated among purposes as hereinafter set forth in Sections 29 and 30 hereof; and

WHEREAS, the 2023 Bonds and any Additional Parity Bonds issued pursuant to Section 11 of this Ordinance are hereinafter collectively referred to as the "Bonds;"

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

Section 1. The offer of the Purchasers for the purchase of (a) the Series 2023A Bonds from the City at the 2023A Purchase Price and (b) the Series 2023B Bonds from the City at the 2023B Purchase Price, subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the 2023 Bonds are hereby sold to the Purchasers. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchasers in connection with the sale of the 2023 Bonds is hereby in all respects authorized, approved and confirmed, and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City to be delivered to the Purchasers as set forth in the Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and City Treasurer are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement. Any legal fees and other administrative costs incurred by the City in connection with making the annual report pursuant to the Disclosure Agreement (except audit fees) shall be considered administrative charges that may be payable from moneys in the Bond Fund.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), (a) the Series 2023A Bonds are hereby authorized and ordered issued in the total principal amount of \$168,745,000, for the purpose of financing a portion of the Street Improvements, for the refunding of the Bonds Refunded, for paying professional fees related to any of the foregoing and necessary expenses incidental thereto, for the providing of a portion of the debt service reserve, and for the payment of expenses of issuing and insuring the Series 2023A Bonds and (b) the Series 2023B Bonds are hereby authorized and ordered issued in the total principal amount of \$146,160,000, for the purpose of financing the 2023 Improvements, for paying professional fees related to any of the foregoing and necessary expenses incidental thereto, for the providing of a portion of the debt service reserve, and for the payment of expenses of issuing and insuring the Series 2023B Bonds.

The 2023 Bonds shall bear interest at the rates and shall mature on August 1 in the amounts and in the years as follows:

SERIES 2023A BONDS

| Year<br>(August 1) | Principal<br>Amount | Interest<br>Rate |
|--------------------|---------------------|------------------|
| 2024               | \$4,325,000         | 5.153%           |
| 2025               | 4,185,000           | 5.103            |
| 2026               | 4,405,000           | 4.980            |
| 2027               | 4,620,000           | 4.975            |
| 2028               | 4,850,000           | 5.025            |
| 2029               | 5,095,000           | 5.053            |
| 2030               | 5,350,000           | 5.103            |
| 2031               | 5,625,000           | 5.110            |
| 2032               | 5,910,000           | 5.160            |
| 2033               | 6,220,000           | 5.210            |
| 2034               | 6,545,000           | 5.260            |
| 2035               | 6,885,000           | 5.370            |
| 2036               | 7,255,000           | 5.440            |
| 2037               | 7,650,000           | 5.480            |
| 2038               | 8,070,000           | 5.530            |
| 2039               | 9,860,000           | 5.606            |
| 2040               | 10,410,000          | 5.636            |
| 2042*              | 22,595,000          | 5.480            |
| 2046*              | 38,890,000          | 5.325            |

\*Term Bonds

SERIES 2023B BONDS

| Year<br>(August 1) | Principal<br>Amount | Interest<br>Rate |
|--------------------|---------------------|------------------|
| 2024               | \$ 665,000          | 5.000%           |
| 2025               | 680,000             | 5.000            |
| 2026               | 710,000             | 5.000            |
| 2027               | 750,000             | 5.000            |
| 2028               | 785,000             | 5.000            |
| 2029               | 825,000             | 5.000            |
| 2030               | 865,000             | 5.000            |
| 2031               | 910,000             | 5.000            |
| 2032               | 955,000             | 5.000            |
| 2033               | 1,000,000           | 5.000            |
| 2034               | 1,050,000           | 5.000            |
| 2035               | 1,105,000           | 5.000            |
| 2036               | 1,160,000           | 5.000            |
| 2037               | 1,220,000           | 5.000            |
| 2038               | 1,280,000           | 5.000            |
| 2047*              | 28,990,000          | 4.125            |
| 2050*              | 48,445,000          | 4.125            |
| 2053*              | 54,765,000          | 4.250            |

\*Term Bonds

The 2023 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the 2023 Bonds of each series shall be numbered from 1 upward in order of issuance. Each 2023 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any 2023 Bond shall not affect its validity.

The 2023 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the 2023 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the 2023 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten 2023 Bond for each stated maturity date and interest rate, as applicable, of each series which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the 2023 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the 2023 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the 2023 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the 2023 Bonds. The 2023 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the 2023 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding 2023 Bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the 2023 Bonds from the securities depository, and authenticate and deliver 2023 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive 2023 Bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the 2023 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the 2023 Bonds so long as the 2023 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the 2023 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the 2023 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of 2023 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each 2023 Bond shall be dated as of its date of delivery to the Purchasers. Interest on the 2023 Bonds shall be payable on February 1, 2024, and semiannually thereafter on February 1 and August 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"),

at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such 2023 Bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books. Principal of the 2023 Bonds shall be payable at the corporate trust office of the Trustee.

Each 2023 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such 2023 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the forms set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No 2023 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such 2023 Bond shall be conclusive evidence that such 2023 Bond has been authenticated and delivered under this Ordinance. The Certificate on any 2023 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the 2023 Bonds.

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

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

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the registered owner making the exchange is entitled to receive. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall be thereby authorized to authenticate and deliver such Bond.

No charge shall be made to any owner of any Bond for the privilege of transfer or exchange, but any owner of any Bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. Neither the Trustee nor the City shall be required to transfer or exchange any Bonds selected for redemption in whole or in part.

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

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

Section 5. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City.

Payment of the principal of and interest on the 2023 Bonds as due (by stated maturity or by scheduled mandatory redemption) is insured by the 2023 Insurer pursuant to the 2023 Insurance Policy, as set forth in the Insurance Policy.

Section 6. The 2023 Bonds and the Trustee's Certificate shall be in substantially the following forms and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2023A Bond)

REGISTERED

No. \_\_\_\_\_

REGISTERED

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ARKANSAS  
CITY OF SPRINGDALE  
SALES AND USE TAX REFUNDING AND IMPROVEMENT BOND  
TAXABLE SERIES 2023A

Interest Rate: \_\_\_\_\_ %

Dated Date: \_\_\_\_\_

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_

Maturity Date: August 1, \_\_\_\_\_

CUSIP No.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, Arkansas (the “City”), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the “Trustee”), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on February 1, 2024 and on each February 1 and August 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the “Record Date”), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

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

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

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2023A, aggregating One Hundred Sixty Eight Million Seven Hundred Forty-Five Thousand Dollars (\$168,745,000) in principal amount (the “Series 2023A Bonds”), and is issued for the purpose of financing costs of refunding the City's outstanding Sales and Use Tax Refunding and Improvement Bonds, Series 2018 and Sales and Use Tax Refunding Bonds, Taxable Series 2020 and accomplishing street improvements, paying professional fees related to any of the foregoing and necessary expenses incidental thereto, providing a debt service reserve, and paying expenses of authorizing, issuing and insuring the Series 2023A Bonds. The City is also issuing its Sales and Use Tax Refunding and Improvement Bonds, Series 2023B (the "Series 2023B Bonds") and the Series 2023A Bonds and the Series 2023B Bonds (collectively, the "bonds") are equally and ratably secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the “State”), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the “Authorizing Legislation”), and pursuant to Ordinance No. \_\_\_\_\_ of the City duly adopted on June 27, 2023 (the “Authorizing Ordinance”), and an election duly held on May 9, 2023 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and

extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections derived by the City from a 1% sales and use tax (the “Tax”) levied by the City under the Authorizing Legislation and Ordinance No. 5807 of the City duly adopted on February 14, 2023, and the City hereby pledges its collections of the Tax for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity with the bonds with respect to collections of the Tax (the "Additional Parity Bonds")

The Series 2023A Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity as follows:

(1) The Series 2023A Bonds are subject to redemption at the option of the City, from funds from any source, on and after February 1, 2030 in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Series 2023A Bonds shall be called for redemption, the particular maturities of the Series 2023A Bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the Series 2023A Bonds of any one maturity shall be called for redemption, the particular Series 2023A Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

(2) The Series 2023A Bonds shall be redeemed by the City from proceeds of the Series 2023A Bonds not needed for the intended purposes and Surplus Tax Collections (defined below) in whole at any time or in part on any interest payment date, in inverse order of maturity, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that “Surplus Tax Collections”, being collections from the Tax in excess of the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's and administrative fees and expenses in connection with the bonds and any Additional Parity Bonds as the same become due, (2) make any arbitrage rebate payment due the United States, (3) fund and maintain a debt service reserve in the required amount and (4) pay the issuer of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy with respect to the bonds or any Additional Parity Bonds for any amounts owing with respect thereto must be used from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity in the following order of priority: first, the Series 2023A Bonds until fully paid, second, the Series 2023B Bonds until fully paid and third, the Additional Parity Bonds.

(3) To the extent not previously redeemed, the Series 2023A Bonds maturing on August 1 in the years 2042 and 2046 are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on August 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Series 2023A Bonds Maturing August 1, 2042

| <u>Years</u>    | <u>Principal Amount</u> |
|-----------------|-------------------------|
| 2041            | \$10,995,000            |
| 2042 (maturity) | 11,600,000              |

Series 2023A Bonds Maturing August 1, 2046

| <u>Years</u>    | <u>Principal Amount</u> |
|-----------------|-------------------------|
| 2043            | \$12,235,000            |
| 2044            | 12,885,000              |
| 2045            | 13,575,000              |
| 2046 (maturity) | 195,000                 |

In the case of any defeasance of the Series 2023A Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2023A Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the Tax receipts for the most recent twelve months.

In case any outstanding Series 2023A Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Series 2023A Bond shall be treated as a separate Series 2023A Bond of the denomination of \$5,000.

Notice of redemption identifying the Series 2023A Bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, to all registered owners of Series 2023A Bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of Series 2023A Bonds to be redeemed shall not affect the validity of the proceedings for redemption of other Series 2023A Bonds as to which notice of redemption is duly given in proper and timely fashion. All such Series 2023A Bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity and series, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By \_\_\_\_\_

Mayor

\_\_\_\_\_

City Clerk

(SEAL)

[A Statement of Insurance provided by the 2023 Insurer shall be placed on the bond]

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2023A Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: \_\_\_\_\_.

FIRST SECURITY BANK  
Searcy, Arkansas  
TRUSTEE

By \_\_\_\_\_

Authorized Signature

(A Form of Assignment shall be attached to the Series 2023A Bonds.)

(Form of Series 2023B Bond)

REGISTERED

REGISTERED

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ARKANSAS  
CITY OF SPRINGDALE  
SALES AND USE TAX REFUNDING AND IMPROVEMENT BOND  
SERIES 2023B

Interest Rate: \_\_\_\_\_% Maturity Date: August 1, \_\_\_\_\_  
Dated Date: \_\_\_\_\_ CUSIP No.: \_\_\_\_\_  
Registered Owner: Cede & Co.  
Principal Amount: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, Arkansas (the “City”), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the “Trustee”), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on February 1, 2024 and on each February 1 and August 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the “Record Date”), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

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

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

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2023B (the “Series 2023B Bonds”), aggregating One Hundred Forty-Six Million One Hundred Sixty Thousand Dollars (\$146,160,000) in principal amount (the “bonds”), and is issued for the purpose of financing costs of accomplishing street improvements, park and recreational improvements, fire department improvements and senior center improvements, paying professional fees related to any of the foregoing and necessary expenses incidental thereto, providing a debt service reserve, and paying expenses of authorizing, issuing and insuring the Series 2023B Bonds. The City is also issuing its Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2023A (the “Series 2023A Bonds”) and the Series 2023A Bonds and the Series 2023B Bonds (collectively, the “bonds”) are equally and ratably secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the “State”), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the “Authorizing Legislation”), and pursuant to Ordinance No. \_\_\_\_\_ of the City duly adopted on June 27, 2023 (the “Authorizing Ordinance”), and an election duly held on May 9, 2023 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections derived by the City from a 1% sales and use tax (the “Tax”) levied by the City under the Authorizing Legislation and Ordinance No. 5807 of the City duly adopted on February 14, 2023, and the City hereby pledges its collections of the Tax for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds with respect to collections of the Tax (the “Additional Parity Bonds”)

The Series 2023B Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity as follows:

(1) The Series 2023B Bonds are subject to redemption at the option of the City, from funds from any source, on and after February 1, 2030 in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Series 2023B Bonds shall be called for redemption, the particular maturities of the Series 2023B Bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the Series 2023B

Bonds of any one maturity shall be called for redemption, the particular Series 2023B Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

(2) The Series 2023B Bonds shall be redeemed by the City from proceeds of the Series 2023B Bonds not needed for the intended purposes and Surplus Tax Collections (defined below) in whole at any time or in part on any interest payment date, in inverse order of maturity, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that “Surplus Tax Collections”, being collections from the Tax in excess of the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's and administrative fees and expenses in connection with the bonds and any Additional Parity Bonds as the same become due, (2) make any arbitrage rebate payment due the United States, (3) fund and maintain a debt service reserve in the required amount and (4) pay the issuer of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy with respect to the bonds or any Additional Parity Bonds for any amounts owing with respect thereto must be used from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity in the following order of priority: first, the Series 2023A Bonds until fully paid, second, the Series 2023B Bonds until fully paid and third, the Additional Parity Bonds.

(3) To the extent not previously redeemed, the Series 2023B Bonds maturing on August 1 in the years 2047, 2050 and 2053 are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on August 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Series 2023B Bonds Maturing August 1, 2047

| <u>Years</u>    | <u>Principal Amount</u> |
|-----------------|-------------------------|
| 2046            | \$14,100,000            |
| 2047 (maturity) | 14,890,000              |

Series 2023B Bonds Maturing August 1, 2050

| <u>Years</u>    | <u>Principal Amount</u> |
|-----------------|-------------------------|
| 2048            | 15,500,000              |
| 2049            | 16,140,000              |
| 2050 (maturity) | 16,805,000              |

Series 2023B Bonds Maturing August 1, 2053

| <u>Years</u>    | <u>Principal Amount</u> |
|-----------------|-------------------------|
| 2051            | 17,500,000              |
| 2052            | 18,245,000              |
| 2053 (maturity) | 19,020,000              |

In the case of any defeasance of the Series 2023B Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2023B Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the Tax receipts for the most recent twelve months.

In case any outstanding Series 2023B Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Series 2023B Bond shall be treated as a separate Series 2023B Bond of the denomination of \$5,000.

Notice of redemption identifying the Series 2023B Bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, to all registered owners of Series 2023B Bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of Series 2023B Bonds to be redeemed shall not affect the validity of the proceedings for redemption of other Series 2023B Bonds as to which notice of redemption is duly given in proper and timely fashion. All such Series 2023B Bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity and series, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

\_\_\_\_\_

City Clerk

By \_\_\_\_\_

Mayor

(SEAL)

[A Statement of Insurance provided by the 2023  
Insurer shall be placed on the bond]  
  
(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2023B Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: \_\_\_\_\_.

FIRST SECURITY BANK  
Searcy, Arkansas  
TRUSTEE

By \_\_\_\_\_  
Authorized Signature

(A Form of Assignment shall be attached to the Series 2023B Bonds.)

Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from a new 1% sales and use tax (the "Tax") levied by Ordinance No. 5807 adopted February 14, 2023 that will replace a 1% sales and use tax currently pledged to the 2018 Bonds Refunded (the "2018 Tax"), to the payment of the principal of and interest on the Bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and charges of the Trustee, any required arbitrage rebate due to the United States and any fees or other amounts due with respect to the 2023 Insurance Policy, any insurance policy guaranteeing payment of principal and interest on the Additional Parity Bonds (the "Additional Parity Bonds Insurance Policy"), the 2023 Reserve Policy and any debt service reserve insurance policy providing a debt service reserve for any Additional Parity Bonds (the "Additional Parity Bonds Reserve Policy"). The City covenants that the Tax shall not be repealed or reduced while any of the Bonds are outstanding or while any amounts are due and payable to the 2023 Insurer and any Additional Parity Bonds Insurer (collectively, the "Insurer"). The City further covenants to use due diligence in collecting the Tax. Nothing herein shall prohibit the City from increasing the Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged hereunder.

Section 8. (a) The City hereby designates First Security Bank, Searcy, Arkansas as the bank which shall receive collections of the Tax (the "Pledged Revenues") from the State Treasurer and the City covenants to file a written designation thereof with the State Treasurer prior to the issuance of the 2023 Bonds. The Trustee shall deposit all Pledged Revenues as and when received into a special fund of the City in the Trustee which is hereby created and designated "2023 Sales and Use Tax Bond Fund" (the "Bond Fund"), for the purpose of providing funds for the payment of principal of and interest on the Bonds as they become due at maturity or at redemption prior to maturity, the Trustee's fees and expenses and other administrative charges, any required

arbitrage rebate due to the United States and any amounts owed to the Insurer. Moneys in the Bond Fund shall be used on each interest payment date (or in the case of arbitrage rebate or bond redemption payment under clauses (6) or (7) or the payment to the Insurer for amounts due with respect to the 2023 Insurance Policy and any Additional Parity Bonds Insurance Policy (collectively, the "Insurance Policy") and the 2023 Reserve Policy and any Additional Parity Bonds Reserve Policy (collectively, the "Reserve Policy"), on any date due) in the following order of priority as and when necessary:

- (1) to pay the interest on the Bonds then due; and
- (2) to pay the principal of the Bonds then due at maturity or upon mandatory sinking fund;  
and
- (3) to make provision in the Bond Fund for payment of one-half of the principal next due on the Bonds at maturity or upon mandatory sinking fund redemption if principal is not due on such interest payment date; and
- (4) to transfer into the Debt Service Reserve Account (hereinafter identified) such amounts as necessary to raise the Debt Service Reserve Account to its required level by paying the Insurer for any draws on the Reserve Policy or by replenishing cash in the Debt Service Reserve Account; and
- (5) to pay the Trustee's and Insurer's fees and expenses and other administrative charges then due; and
- (6) to make any rebate payment due the United States under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
- (7) to redeem outstanding Bonds prior to maturity in accordance with the redemption provisions included in the forms of Bond in Section 6.

The Bond Fund shall, except as provided in this Section, be depleted once a year except for a carryover amount not to exceed the greater of (i) one year's earnings on the Bond Fund or (ii) 1/12 of the debt service on the Bonds. Any moneys in the Bond Fund shall, except as provided in this Section, be spent for one of the above purposes within a thirteen-month period beginning on the date of deposit, and any amount received from investment of money held in the Bond Fund will be spent within a one-year period beginning on the date of receipt.

(b) There shall be established and maintained in the Bond Fund a Debt Service Reserve Account in an amount equal to one-half of the maximum annual debt service requirements on the 2023 Bonds as originally issued plus one-half of the maximum annual debt service reserve requirements on the Additional Parity Bonds (the "Required Level"). The Debt Service Reserve Account shall initially be fully satisfied by the deposit therein of the 2023 Reserve Policy issued by the 2023 Insurer and, upon the issuance of Additional Parity Bonds, the Debt Service Reserve Account shall be increased to the Required Level by the deposit of cash or an Additional Parity Bonds Reserve Policy. Moneys in the Debt Service Reserve Account shall be used to make payments required by clauses (1) and (2) of paragraph (a) above if moneys in the Bond Fund are not otherwise sufficient for that purpose. Amounts drawn under the Reserve Policy shall be available only for payment of scheduled principal and interest on the Bonds when due. The City shall reimburse the Insurer from moneys deposited into the Debt Service Reserve Account pursuant to subsection (a)(4) above for all amounts drawn under the Reserve Policy in accordance with the 2023 Reserve Agreement and the reserve agreement executed by the City in connection with the Additional Parity Bonds Reserve Policy (the "Additional Parity Bonds Reserve Agreement") and as provided in Section 9 hereof. The payment of any Policy Costs (as defined in Section 9 hereof) shall be made after payment of debt service on the Bonds.

Notwithstanding anything to the contrary set forth in this Ordinance, amounts on deposit in the Debt Service Reserve Account shall be applied solely to the payment of debt service due on the Bonds as provided herein.

There shall be established in the Debt Service Reserve Account a Subaccount for the 2023 Bonds (the "2023 Subaccount") and a Subaccount for any Additional Parity Bonds (the "Additional Parity Bonds Subaccount").

The 2023 Reserve Policy shall be credited to the 2023 Subaccount and all payments received by the Trustee from the 2023 Reserve Policy shall flow through the 2023 Subaccount. Likewise, all amounts due the 2023 Insurer under the 2023 Reserve Agreement to reinstate the 2023 Subaccount to its required level shall be made from the 2023 Subaccount. The 2023 Subaccount shall not be used to make any payments with respect to the Additional Parity Bonds or the Additional Parity Bonds Reserve Policy.

The Additional Parity Bonds Subaccount shall be comprised of either cash or an Additional Parity Bonds Reserve Policy providing a debt service reserve for the Additional Parity Bonds in the amount of one-half of the maximum annual principal and interest requirements for the Additional Parity Bonds. All payments received by the Trustee from the Additional Parity Bonds Reserve Policy shall flow through the Additional Parity Bonds Subaccount. Likewise, all amounts due the Additional Parity Bonds Insurer under the Additional Parity Bonds Reserve Agreement to reinstate the Additional Parity Bonds Subaccount to its required level shall be made from the Additional Parity Bonds Subaccount. The Additional Parity Bonds Subaccount shall not be used to make any payments with respect to the 2023 Bonds or the 2023 Reserve Policy.

Any Additional Parity Bonds Reserve Policy credited to the Additional Parity Bonds Subaccount of the Debt Service Reserve Account must be approved prior to being credited by the 2023 Insurer. Payment of any Policy Cost shall be made prior to replenishment of any cash amounts in the applicable Subaccount of the Debt Service Reserve Account. To the extent that there is cash in a Subaccount of the Debt Service Reserve Account, all cash and investments shall be applied in such Subaccount prior to drawing on the Reserve Policy credited to the Subaccount. Draws on the Reserve Policy shall only be made to pay debt service. Payment of Policy Costs to the 2023 Insurer and payment of Policy Costs to the Additional Parity Bonds Insurer shall only be made on a pro-rata basis prior to replenishment of any cash drawn from a Subaccount of the Debt Service Reserve Account.

(c) There shall be established and maintained in the Bond Fund a Redemption Account into which there shall be deposited all Pledged Revenues remaining after making the applications required by clauses (1) through (6) of subsection (a) above ("Surplus Tax Collections"). The City covenants that moneys in the Redemption Account shall be used on the next available redemption date for the purpose of redeeming Bonds in accordance with clause (7) of subsection (a) above.

(d) When the moneys in the Bond Fund shall be and remain sufficient to pay (1) the principal of all the Bonds then outstanding, (2) interest on the Bonds until the next interest payment date, (3) the Trustee's fees and expenses and other administrative charges, (4) any arbitrage rebate due to the United States under Section 148(f) of the Code and (5) any amount due the Insurer with respect to the Insurance Policy and the Reserve Policy, there shall be no obligation to make any further payments into the Bond Fund and any Pledged Revenues remaining in the Bond Fund after the principal of, premium, if any and interest on the Bonds and the other obligations set forth herein have been paid may be used by the City for any lawful purpose.

(e) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, Trustee's fees and expenses and other administrative charges, other amounts due the Insurer and any arbitrage rebate due to the United States under Section 148(f) of the Code as the same become due.

(f) The Trustee is authorized and directed to withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the Bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

(g) The Bonds shall be specifically secured by a pledge of the Pledged Revenues, which pledge in favor of the Bonds is hereby irrevocably made according to the terms of this Ordinance, and the City, and the officers and employees of the City, shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 9. (a) The City shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer. Interest on draws under the 2023 Reserve Policy shall accrue and be payable on such draws from the date of payment by the 2023 Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the 2023 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such other bank, banking association or trust company bank as the 2023 Insurer, in its sole and absolute discretion, shall specify. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

Repayment of draws under the 2023 Reserve Policy and accrued interest thereon at the Late Payment Rate (the "Reserve Policy Payments") and payment of Administrative Costs (as defined in Section 21(c) hereof) (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. "Policy Costs", with respect to the Additional Parity Bonds Reserve Policy, shall include interest on draws and costs as set forth in the supplemental ordinance authorizing the Additional Parity Bonds.

Amounts in respect of Policy Costs paid to the 2023 Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the 2023 Insurer on account of principal due, the coverage under the 2023 Reserve Policy will be increased by a like amount, subject to the terms of the 2023 Reserve Policy.

All cash and investments in the Debt Service Reserve Account funded with the proceeds of Additional Parity Bonds, shall be transferred to the Bond Fund for payment of the debt service on the Additional Parity Bonds.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts used to pay debt service on the Additional Parity Bonds.

(b) Draws under the 2023 Reserve Policy may only be used to make payments of principal and interest on the 2023 Bonds.

(c) If the City shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the 2023 Insurer shall be entitled to exercise any and all legal and equitable remedies available

to it, including those provided under this Ordinance other than remedies which would adversely affect owners of the 2023 Bonds.

(d) This Ordinance shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The City's obligation to pay such amount shall expressly survive payment in full of the Bonds.

(e) The Trustee shall ascertain the necessity for a claim upon the 2023 Reserve Policy in accordance with the provisions of paragraph (a) of this Section and provide notice to the 2023 Insurer at least three business days prior to each date upon which interest or principal is due on the 2023 Bonds.

(f) The 2023 Reserve Policy shall expire and terminate on the earlier of the date that the 2023 Bonds are no longer outstanding and the final maturity date of the 2023 Bonds.

Section 10. Any Bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such Bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) non-callable Government Securities (as defined in Section 17 hereof) (provided that such deposit will not cause any of the Bonds (excluding the Series 2023A Bonds) to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

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

When all the Bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses, if any required arbitrage rebate payment has been made to the United States under Section 148(f) of the Code or provision made therefor, and if there are not amounts due the Insurer with respect to the Insurance Policy or the Reserve Policy, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such Bonds to be paid over or delivered to or at the direction of the City.

In the case of any defeasance of the Bonds, the dates of redemption of such Bonds and the principal amounts and maturities of such Bonds to be redeemed will be determined by taking into consideration the applicable mandatory redemption requirements with respect to the Bonds to be defeased and the Tax receipts for the most recent twelve months.

At least three business days prior to any defeasance with respect to the 2023 Bonds, the City shall, unless waived by the 2023 Insurer, deliver to the 2023 Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the 2023 Bonds and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion shall be addressed to the 2023 Insurer and shall be in form and substance satisfactory to the 2023 Insurer. Such Verification Report shall be in the form and substance satisfactory to the 2023 Insurer and, unless waived by the 2023 Insurer, shall either be addressed to the 2023 Insurer or shall include a statement to the effect that such Verification Report may be relied upon by the 2023 Insurer. In addition, the escrow agreement shall provide that:

(1) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion from gross income of the holders of the Series 2023B Bonds of the interest on the Series 2023B Bonds for federal income tax purposes and the prior written consent of the 2023 Insurer, which consent will not be unreasonably withheld.

(2) The City will not exercise any prior optional redemption of 2023 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the 2023 Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(3) The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the 2023 Insurer.

Section 11. The City covenants that it will not issue any additional bonds, or incur any additional obligations secured by a lien on or pledge of the Pledged Revenues except as hereinafter provided. The City may issue bonds or incur obligations, on a parity with the lien on the Pledged Revenues securing the 2023 Bonds ("Additional Parity Bonds"). The Additional Parity Bonds may be issued so long as the City has received collections from the Tax for the 12 month period ending on the last day of the month preceding the date that the Additional Parity Bonds are authorized by the City to be issued, in an amount equal to or in excess of 120% of the maximum annual debt service for the 2023 Bonds, any outstanding Additional Parity Bonds and the Additional

Parity Bonds proposed to be issued. Notwithstanding the above, nothing herein shall be construed to prohibit the City from refunding any bonds and pledging the Pledged Revenues to the refunding bonds on a parity with the non-refunded bonds and such refunding bonds shall be a part of the Additional Parity Bonds hereunder.

The City covenants that it will not issue the balance of the Voter Approved Bonds for Parks and Recreational Improvements, Senior Center Improvements and Fire Department Improvements as Additional Parity Bonds.

Policy Costs due and owing the Insurer shall be included in debt service requirements for purposes of calculation of the Additional Parity Bonds test in this Ordinance.

Section 12. The 2023 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the 2023 Bond forms set forth in Section 6 of this Ordinance. The City hereby covenants to use Surplus Tax Collections to redeem the Bonds on the first available interest payment date, in accordance with clause (7) of Section 8(a) of this Ordinance.

Section 13. It is hereby covenanted and agreed by the City with the owners of the Bonds that the City will faithfully and punctually perform all duties with reference to the Tax and the Bonds required by the Constitution and laws of the State and by this Ordinance, including the collection of the Tax, as herein specified and covenanted, and the applying of the Pledged Revenues as herein provided.

Section 14. The Trustee will keep or cause to be kept proper books of accounts and records in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and such books shall be available for inspection by the City, the Insurer, the Purchasers, and the owner of any of the Bonds at reasonable times and under reasonable circumstances. The Trustee shall furnish a report to the City on a monthly basis of all receipts and disbursements of the Pledged Revenues received by the Trustee, which monthly report shall commence one month following the first month in which the Pledged Revenues are received by the Trustee.

Section 15. (a) Subject to the provisions of subparagraph (g) below, if there be any default in the payment of the principal of and interest on any of the Bonds, or if the City defaults in the performance of any covenant contained in this Ordinance, the Trustee may, and shall, upon the written request of (1) the Insurer or (2) with the consent of the Insurer, the owners of not less than 25% in principal amount of the Bonds then outstanding, by proper suit compel, by mandamus or otherwise, the performance of the duties of the officials of the City under the Constitution and laws of the State and under this Ordinance, and to take any action or obtain any proper relief in law or equity available under the Constitution and laws of the State.

(b) No owner of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or in law for the protection or enforcement of any right under this Ordinance or under the Constitution and laws of the State unless (1) such owner or the Trustee shall have given written notice of such default to the Insurer and (2) such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 25% in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the Constitution and laws of the State, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expense and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Ordinance or to any other remedy hereunder. It is understood and intended that no one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the outstanding Bonds, and that any individual rights of action or other right given to one or more of such owners by law are restricted by this Ordinance to the rights and remedies herein provided.

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

(d) No remedy herein conferred upon or reserved to the Trustee, the Insurer or to the owners of the Bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by any law or by the Constitution of the State.

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

(f) Subject to the provisions of subparagraph (g) below, the Trustee may, and upon the written request of the owners of not less than a majority of the owners in principal amount of the Bonds then outstanding

shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(g) Notwithstanding the above, upon the occurrence and continuance of a default, the Insurer shall be deemed to be the sole holder of the Bonds for all purposes under this Ordinance, including, without limitation, for purposes of exercising remedies and approving amendments.

Section 16. (a) When the Series 2023A Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchasers upon payment of the 2023A Purchase Price. Unless paid by the Purchasers as part of the 2023A Purchase Price, the amount necessary to pay a pro rata portion of the premiums for the 2023 Insurance Policy and the 2023 Reserve Policy shall be paid to the 2023 Insurer. An amount of the 2023A Purchase Price that is sufficient, along with other moneys set aside and appropriated hereby for such purpose, to accomplish the refunding of the Bonds Refunded, shall be deposited with the trustees for the Bonds Refunded and used to defease the Bonds Refunded, as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions"). The expenses of issuing the Series 2023A Bonds as set forth in the Delivery Instructions shall be paid from the 2023A Purchase Price. The balance of the 2023A Purchase Price shall be deposited into the Street Construction Fund established below.

(b) When the Series 2023B Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to or at the direction of the Purchasers upon payment of the 2023B Purchase Price. Unless paid by the Purchasers as part of the 2023B Purchase Price, the amount necessary to pay a pro rata portion of the premiums for the 2023 Insurance Policy and the 2023 Reserve Policy shall be paid to the 2023 Insurer. The expenses of issuing the Series 2023B Bonds as set forth in the Delivery Instructions shall be paid from the 2023B Purchase Price.

The balance of the 2023B Purchase Price shall be deposited in four special funds of the City in the Trustee hereby created and designated "Street Construction Fund," "Park and Recreational Construction Fund," "Fire Department Construction Fund," and "Senior Center Construction Fund" (each a "2023 Construction Fund" and collectively, the "2023 Construction Funds"). The proceeds of the Series 2023B Bonds to be deposited into the 2023 Construction Funds shall be allocated among the 2023 Improvements in proportion to the principal amount of Series 2023B Bonds plus original issue premium allocated for each purpose. The moneys in each 2023 Construction Fund shall be used for accomplishing the 2023B Improvements for which the fund was created, paying expenses incidental thereto and paying the expenses of issuing the Series 2023B Bonds. Issuance costs and other expenses not specific to one purpose shall be joint obligations to be paid from each 2023 Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the 2023 Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on the respective 2023 Construction Fund. Each requisition must be signed by the Mayor or the Chief of Staff; the City Clerk/Treasurer or Finance Director; and the Engineering Director or Deputy Engineering Director. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from each 2023 Construction Fund based upon requisitions.

When the 2023 Improvements of a particular type (e.g., Senior Center Improvements) have been completed and all required expenses have been paid and expenditures made from the 2023 Construction Fund established to accomplish such 2023 Improvements and the financing thereof, this fact shall, if moneys remain in such 2023 Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from such 2023 Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer the remaining balance into the Special Redemption Account in the Bond Fund. Proceeds of the Series 2023B Bonds not needed for the purposes intended shall only be used to redeem Series 2023B Bonds.

Section 17. (a) Moneys held for the credit of the Bond Fund shall be invested and reinvested in Permitted Investments, which will mature, or which will be subject to redemption by the holder thereof at the option of the holder, not later than the date or dates on which the money shall be required for the payment of the principal of and interest on the Bonds when due or for the payment of expenses and any arbitrage rebate, as the case may be.

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

(c) Obligations purchased as an investment of any fund or account shall be deemed at all times a part of such fund. Any profit or loss realized on investments of moneys in any fund shall be charged to said fund.

(d) The Trustee shall so invest and reinvest pursuant to the direction of the City.

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities

or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by Federal Deposit Insurance Corporation or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by Arkansas law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 18. (a) First Security Bank, Searcy, Arkansas is hereby appointed to act as Trustee and Paying Agent pursuant to this Ordinance. The Trustee shall be responsible for the exercise of good faith and reasonable prudence in the execution of its trusts. The recitals in this Ordinance and in the Bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by (1) the Insurer or (2) the owners of not less than 10% in principal amount of Bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign by giving 60 days' notice in writing to the City Clerk, the Insurer and to the owners of the Bonds. The majority in principal amount of the owners of the outstanding Bonds, the Insurer or the City, so long as the City is not in default under this Ordinance, at any time, with or without cause, may remove the Trustee. In addition, the Insurer shall have the right to remove the Trustee for any breach by the Trustee of the terms of this Ordinance. In the event of a vacancy in the office of Trustee, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk and the Insurer. The Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trusts imposed upon it by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective owners of the Bonds agree. Such written acceptance shall be filed with the City Clerk and the Insurer, and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. The Trustee's resignation shall take effect upon the acceptance of the trusts by the successor Trustee. Notwithstanding the above, no removal, resignation or termination of the Trustee shall take effect until a successor Trustee, acceptable to the Insurer, shall be qualified and appointed.

(b) Any trustee must be (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets or (iii) otherwise approved by the Insurer in writing.

Section 19. (a) The terms of this Ordinance shall constitute a contract between the City and the owners of the Bonds. No variation or change in the undertaking herein set forth shall be made while any of the Bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the Bonds, or in order to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto, with the prior written consent of the Insurer but without the consent of the owners of the Bonds.

(c) The Insurer and the owners of not less than 75% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the interest on any Bond, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, or (3) the creation of a pledge of the Pledged Revenues superior to the pledge created by this Ordinance, or (4) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (5) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

(d) The City shall send copies of any amendments or supplements to this Ordinance to the Insurer and any rating agency which has assigned a rating to the Bonds. Any amendments or supplements to this Ordinance shall require the prior written consent of the Insurer with the exception of amendments or supplements: (i) to cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in this Ordinance or in any supplement hereto, or (ii) to grant or confer upon the holders of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted or conferred upon the holders of the Bonds, or (iii) to add to the conditions, limitations and restrictions on the issuance of Bonds or other obligations under the provisions of this Ordinance other conditions, limitations and restrictions thereafter to be observed, or (iv) to add to the covenants and agreements of the City in this Ordinance other covenants and agreements thereafter to be observed by the City or to surrender any right or power therein reserved to or conferred upon the City.

Section 20. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest payable on the Series 2023B Bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the Series 2023B Bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the Series 2023B Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the 2023 Improvements or the proceeds of the Series 2023B, in such manner as to cause the Series 2023B Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. In this regard, the City covenants that (i) it will not use (directly or indirectly) the proceeds of the Series 2023B Bonds to

make or finance loans to any person, and (ii) that while the Series 2023B Bonds are outstanding the 2023B Improvements will only be used by state or local governmental entities or persons on a basis as members of the general public.

(c) The City shall pay any arbitrage rebate due the United States Treasury under Section 148 of the Code from moneys in the Bond Fund. The costs of calculating the arbitrage rebate due and the arbitrage rebate amount shall be considered to be administrative costs payable from moneys in the Bond Fund.

(d) The City covenants that it will not reimburse itself from proceeds of the Series 2023B Bonds for any costs paid prior to the date the Series 2023B Bonds are issued except in compliance with United States Treasury Regulation § 1.150-2 (the "Regulation"). This Ordinance shall be considered an "official intent" for purposes of the Regulation.

(e) The City will retain all documents and records pertaining to the Series 2023B Bonds and the 2023 Improvements for the life of the Series 2023B Bonds plus an additional three years.

(f) The City covenants that it will take no action which would cause the Series 2023B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) The City further covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2023B Bonds are issued, a statement concerning the Series 2023B Bonds which contains the information required by Section 149(e) of the Code.

Section 21. (a) The City will provide the 2023 Insurer with all notices and other information it is obligated to provide under the Disclosure Agreement and to the holders of the Bonds or the Trustee under this Ordinance.

The notice address of the 2023 Insurer is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. \_\_\_\_\_, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the 2023 Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) In the event that principal and/or interest due on the 2023 Bonds shall be paid by the 2023 Insurer pursuant to the 2023 Insurance Policy, the 2023 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, the assignment and pledge granted hereby and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the 2023 Insurer, and the 2023 Insurer shall be subrogated to the rights of such registered owners.

In the event that on the second business day prior to any payment date on the 2023 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the 2023 Bonds due on such payment date, the Trustee shall immediately notify the 2023 Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the 2023 Insurer or its designee.

In addition, if the Trustee has notice that any holder of the 2023 Bonds has been required to disgorge payments of principal of or interest on the 2023 Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the 2023 Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the 2023 Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the 2023 Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the 2023 Bonds, the Trustee shall (1) execute and deliver to the 2023 Insurer, in form satisfactory to the 2023 Insurer, an instrument appointing the 2023 Insurer as agent and attorney-in-fact for such holders of the 2023 Bonds in any legal proceeding related to the payment and assignment to the 2023 Insurer of the claims for interest on the 2023 Bonds, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the 2023 Insurance Policy payment from the 2023 Insurer with respect to the claims for interest so assigned, (3) segregate all such payments in a separate account (the "BAM Policy Account") to only be used to make scheduled payments of principal of and interest on the 2023 Bonds, and (4) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the 2023 Bonds, the Trustee shall (1) execute and deliver to the 2023 Insurer, in form satisfactory to the 2023 Insurer, an instrument appointing the 2023 Insurer as agent and attorney-in-fact for such holder of the 2023 Bonds in any legal proceeding related to the payment of such principal and an assignment to the 2023 Insurer of the 2023 Bonds surrendered to the 2023 Insurer, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the 2023 Insurance Policy payment therefore from the 2023 Insurer, (3) segregate all such payments in the BAM

Policy Account to only be used to make scheduled payments of principal of and interest on the 2023 Bonds and (4) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on 2023 Bonds paid by the 2023 Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of 2023 Bonds registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement 2023 Bond to the 2023 Insurer, registered in the name directed by the 2023 Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement 2023 Bond shall have no effect on the amount of principal or interest payable by the City on any 2023 Bond or the subrogation or assignment rights of the 2023 Insurer.

Payments with respect to claims for interest on and principal of 2023 Bonds disbursed by the Trustee from proceeds of the 2023 Insurance Policy shall not be considered to discharge the obligation of the City with respect to such 2023 Bonds, and the 2023 Insurer shall become the owner of such unpaid 2023 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. This Ordinance shall not be discharged or terminated unless all amounts due or to become due to the 2023 Insurer have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the City and the Trustee agree for the benefit of the 2023 Insurer that:

(i) To the extent the 2023 Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the 2023 Bonds, the 2023 Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the City with interest on 2023 Bond principal (but not 2023 Bond interest), as provided and solely from the sources stated in this Ordinance and the 2023 Bonds; and

(ii) The 2023 Insurer will be paid the amount of such principal and interest, with interest on 2023 Bond principal (but not 2023 Bond interest), as provided herein and in the 2023 Bonds, but only from the sources and in the manner provided herein and therein for the payment of principal of and interest on the 2023 Bonds to holders, and the 2023 Insurer will be treated as the owner of such rights to the amount of such principal and interest.

(c) The City agrees unconditionally that it will pay or reimburse the 2023 Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the 2023 Insurer may pay or incur, including, but not limited to, fees and expenses of the 2023 Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Ordinance ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the 2023 Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semiannually, from the date that payment is first due to the 2023 Insurer until the date the 2023 Insurer is paid in full.

Notwithstanding anything herein to the contrary, the City agrees to pay to the 2023 Insurer (i) a sum equal to the total of all amounts paid by the 2023 Insurer under the Insurance Policy and (ii) interest on 2023 Bond principal (but not 2023 Bond interest) from the date paid by the 2023 Insurer until payment thereof in full by the City, payable to the 2023 Insurer at the stated interest rate for each such 2023 Bond (collectively, the "Bond Insurer Reimbursement Amounts") compounded semi-annually. The City hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of the Pledged Revenues and other collateral pledged to the Bonds on a parity with debt service due on the Bonds.

(d) The rights granted to the 2023 Insurer under this Ordinance to request, consent to or direct any action are rights granted to the 2023 Insurer in consideration of its issuance of the 2023 Insurance Policy. Any exercise by the 2023 Insurer of such rights is merely an exercise of the 2023 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the 2023 Bonds and such action does not evidence any position of the 2023 Insurer, affirmative or negative, as to whether the consent of the holders of the 2023 Bonds or any other person is required in addition to the consent of the 2023 Insurer.

(e) The 2023 Insurer shall be entitled to pay principal or interest on the 2023 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the 2023 Insurance Policy) in accordance with this Ordinance, whether or not the 2023 Insurer has received a claim upon the 2023 Insurance Policy.

(f) Any amendment, supplement, modification to, or waiver of, this Ordinance that requires the consent of holders of the 2023 Bonds or adversely affects the rights or interests of the 2023 Insurer shall be subject to the prior written consent of the 2023 Insurer.

(g) Any reorganization or liquidation plan with respect to the City must be acceptable to the 2023 Insurer. The Trustee and each owner of the 2023 Bonds hereby appoint the 2023 Insurer as their agent and attorney-in-fact with respect to the 2023 Bonds and agree that the 2023 Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all

matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (ii) the direction of any appeal of any order relating to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the 2023 Bonds delegate and assign to the 2023 Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of the 2023 Bonds with respect to the 2023 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any Insolvency Proceeding.

(h) Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of a default, the 2023 Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the Trustee for the benefit of the holders of the Bonds under this Ordinance. No default may be waived without the 2023 Insurer's written consent.

(i) If an Insurer Default (as defined below) shall occur and be continuing, then, notwithstanding anything herein to the contrary, (1) if at any time prior to or following an Insurer Default, the 2023 Insurer has made payment under the 2023 Insurance Policy, to the extent of such payment the 2023 Insurer shall be treated like any other holder of the 2023 Bonds for all purposes, including giving of consents, and (2) if the 2023 Insurer has not made any payment under the 2023 Insurance Policy, the 2023 Insurer shall have no further consent rights until the particular 2023 Insurer Default is no longer continuing or the 2023 Insurer makes a payment under the 2023 Insurance Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the 2023 Insurer has failed to make any payment under the 2023 Insurance Policy when due and owing in accordance with its terms; or (B) the 2023 Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the 2023 Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the 2023 Insurer (including without limitation under the New York Insurance Law).

(j) The 2023 Insurer is recognized as and shall be deemed to be a third party beneficiary of this Ordinance and may enforce the provisions of this Ordinance.

(k) No grace period shall be permitted for payment defaults on the Bonds. No grace period for a covenant default shall exceed 30 days without the prior written consent of the 2023 Insurer.

(l) The rights of the 2023 Insurer under this Ordinance shall cease upon the payment in full or the defeasance of the 2023 Bonds in accordance with the provisions of this Ordinance and the payment of any amounts due the 2023 Insurer under this Ordinance or the 2023 Reserve Agreement.

Section 22. All collections of the 2018 Tax that are received after the 2023 Bonds are issued and that are not necessary to pay the principal of, interest on, trustee's fees and arbitrage rebate in connection with the 2018 Bonds Refunded shall be deposited into the Bond Fund as and when received and are hereby appropriated and pledged to the payment of the Bonds and shall become Pledged Revenues hereunder and be used for the purposes for which other moneys in the Bond Fund may be expended.

Section 23. All moneys in the 2018 Sales and Use Tax Bond Fund established by Ordinance No. 5270, adopted April 10, 2018 are hereby appropriated and shall either (a) be used to accomplish the refunding of the 2018 Bonds Refunded, (b) be used to pay any arbitrage rebate and expenses related thereto with respect to the 2018 Bonds Refunded, or (c) be deposited into the Bond Fund and become a part of the Pledged Revenues hereunder, all in accordance with the Delivery Instructions.

Section 24. All moneys in the 2020 Sales and Use Tax Bond Fund established by Ordinance No. 5457, adopted February 25, 2020 are hereby appropriated and shall be used as necessary to accomplish the refunding of the 2020 Bonds Refunded, with any balance to be transferred to the City, all in accordance with the Delivery Instructions.

Section 25. The refunding of the 2020 Bonds Refunded shall be accomplished. The 2020 Bonds Refunded shall be fully redeemed on November 1, 2025.

Section 26. The refunding of the 2018 Bonds Refunded shall be accomplished. The 2018 Bonds Refunded shall be redeemed from time to time on the earliest available date or dates.

Section 27. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings, including escrow deposit agreements with the trustees for the Bonds Refunded, and take such action as may be appropriate to cause the 2023 Bonds to be issued and the Bonds Refunded to be defeased and redeemed.

Section 28. The 2023 Reserve Agreement, in substantially the form submitted to this meeting is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the 2023 Reserve Agreement on behalf of the City, and the Mayor and other officers of the City are

authorized to execute and deliver such undertakings as may be appropriate to the securing of the 2023 Reserve Policy.

Section 29. The principal amount of the Series 2023B Bonds plus the amount of the 2023 Reserve Policy allocated to the Series 2023B Bonds (\$4,602,123.09) plus the original issue premium (\$1,223,065.70), for a total of (\$151,985,188.79), is allocated as follows; \$112,813,720.60 for the Street Improvements; \$15,622,622.61 for the Park and Recreational Improvements; \$7,493,752.22 for the Fire Department Improvements; and \$16,055,093.36 for the Senior Center Improvements.

Section 30. The principal amount of the Series 2023A Bonds (\$168,745,000) plus the amount of the 2023 Reserve Policy allocated to the Series 2023A Bonds (\$5,313,254.39), for a total of \$174,058,254.39, will be allocated on the date the 2023 Bonds are issued following a determination of the amount of funds needed to refund the Bonds Refunded. The allocation shall be evidenced by a certificate signed by the Mayor and City Clerk and a copy of the Certificate shall be placed in the Bond transcript. The final allocation shall be based upon these initial allocations: (a) \$10,000 for the Street Improvements; (b) \$41,176,956.44 for the refunding of the 2020 Bonds Refunded; and (c) \$132,871,297.95 for the refunding of the 2018 Bonds Refunded. The initial allocations have been determined based upon \$12,225,528.73 being available from funds on hand for the refunding of the Bonds Refunded. An increase in such amount shall cause a lower allocation of the principal amount for the refunding of the Bonds Refunded and a greater allocation of the principal amount for the Street Improvements. A decrease in such amount shall cause a higher allocation of the principal amount for the refunding of the Bonds Refunded and a lower allocation of the principal amount for the Street Improvements.

Section 31. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 32. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 33. Notice of the adoption of this Ordinance shall be posted at Springdale City Hall, Springdale Public Library, Springdale Senior Center, Springdale Chamber of Commerce and Springdale Animal Services, being five of the most public places in the City.

Section 34. It is hereby ascertained and declared that the 2023 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The 2023 Improvements cannot be accomplished without the issuance of the 2023 Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: June 27, 2023.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
Mayor

(SEAL)

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

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Mayor Sprouse

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5861.

**RESOLUTION NO. 75-23 – SETTING A HEARING DATE ON A PETITION TO VACATE A PORTION OF PUTMAN STREET**

City Attorney Ernest Cate presented a Resolution setting a hearing date for July 25, 2023 on a petition by Italian Brothers, LLC, to vacate a portion of Putman Street.

**RESOLUTION NO. \_\_\_\_**

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

**WHEREAS**, Italian Brothers, LLC, has petitioned for the abandonment of a portion of a dedicated public street, more commonly known as a portion of Putman Street, described as follows:

A parcel of land being parallel and contiguous with the portion Putman Street vacated by Ordinance No. 5725, the East property line of Parcel No. 815-25095-000, the West property line of Parcel No. 815-25091-000, and the North right-of-way of W. Price Lane. All being within the Putman Subdivision, Springdale, Ar. Being more particularly described as follows: Beginning at the Southeast corner of Parcel No. 815-25095-000, said point being on the North right-of-way of W. Price Lane; thence N01°59'09"E a distance of 108.75 feet along the East property line of said Parcel No. 815-25095-000; thence S81°47'18"E a distance of 30.18 feet along the portion of Putman Street vacated by Ordinance No. 5725, to the Northwest corner of Parcel No. 815-25091-000; thence S01°59'09"W a distance of 105.70 feet along the West Property line of Parcel No. 815-25091-000 to the Southwest corner of said Parcel No. 815-25091-000, said point being on the North right- of-way of W. Price Lane; thence along said North right-of-way of W. Price Lane, N87°35'47"W 30.00 feet to the Point of Beginning.  
And as shown on the attached Map.

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

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that July 25, 2023, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
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 Bailey made the second.

The vote:

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

No: None

The Resolution was numbered 75-23.

RESOLUTION NO. 76-23 – AUTHORIZING THE DESTRUCTION OF OLD DISTRICT COURT RECORDS, PURSUANT TO ARK. CODE ANN. §16-11-211

City Attorney Ernest Cate presented a Resolution authorizing the destruction of old district court records, pursuant to Ark. Code Ann. §16-11-211.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD DISTRICT COURT RECORDS, PURSUANT TO ARK. CODE ANN. §16-11-211.**

**WHEREAS**, there is presently a shortage of storage space to maintain old District Court records;

**WHEREAS**, the District Court has identified certain records which are eligible for destruction, as the retention period set forth in Ark. Code Ann. §16-10-211 for these records has passed, and all records subject to audit have been audited;

**WHEREAS**, the District Court Clerk has identified in writing those District Court records which may be destroyed, and

**WHEREAS**, Arkansas Code Ann. §16-10-211(d) provides that the approval of the governing body that contributes to the expenses of the District Court shall be obtained before the destruction of District Court records, and an appropriate note of the approval be indicated in the minutes of the governing body along with the destruction affidavit.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor, or his authorized representative, is hereby authorized to arrange for the destruction, by shredding, of the District Court records indicated on the attached affidavit, in accordance with Arkansas Code Ann. §16-10-211(c).

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 76-23.

RESOLUTION NO. 77-23 – AUTHORIZING THE DESTRUCTION OF OLD POLICE DEPARTMENT RECORDS, PURSUANT TO ARK. CODE ANN. §14-2-201, ET. SEQ.

City Attorney Ernest Cate presented a Resolution authorizing the destruction of old police department records, pursuant to Ark. Code Ann. §14-2-201, *et seq.*

RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD  
POLICE DEPARTMENT RECORDS, PURSUANT TO ARK. CODE ANN.  
§14-2-201, *et seq.***

**WHEREAS**, there is presently a shortage of storage space to maintain old Police Department records;

**WHEREAS**, the Springdale Police Department has identified certain records which are eligible for destruction, pursuant to Ark. Code Ann. §14-2-201, *et seq.*; and

**WHEREAS**, Ark. Code Ann. §14-2-201, *et seq.*, gives the City the authority to dispose of the identified Police Department records, and an appropriate note of the approval be indicated in the minutes of the governing body along with the destruction affidavit.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor, or his authorized representative, is hereby authorized to arrange for the destruction, by shredding, of the Police Department records indicated on the attached affidavit, in accordance with Arkansas Code Ann. §14-2-201, *et seq.*

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
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 Powell made the second.

The vote:

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

No: None

The Resolution was numbered 77-23.

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 6:50 p.m.

\_\_\_\_\_  
Doug Sprouse, Mayor

\_\_\_\_\_  
Denise Pearce, City Clerk/Treasurer