

SCHEDULED COMMITTEE MEETINGS to be held in the Multi-Purpose Room #236, second floor of the City Administration Building, 201 Spring Street:

- **Monday, March 2nd, 5:30 p.m. is the next Committee meetings.**
 - **Committee agendas will be available on Friday, Feb. 27, 2015.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 24TH, 2015

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **Kathy Jaycox**

6:00 p.m. OFFICIAL AGENDA

1. *Large Print* agendas are available at the back of the room, next to the main entrance.
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – City Clerk Denise Pearce

Recognition of a Quorum

4. Comments from Citizens

The Council will hear brief comments from citizens 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

a) February 10th, 2015 **pg's 3-9**

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....7; 9C-D; 10A-B.* (Motion must be approved by two-thirds (2/3) of the council members).

7. Ordinance Committee Report and Recommendations by Chairman Mike Overton:

An Ordinance amending Chapter 130 Zoning Ordinance of Code of Ordinances of the City of Springdale, to add Article 12; Ballpark Area/Southwest Springdale Overlay District for other purposes, presented by Patsy Christie, Planning Commission **pg's 10-76**

8. Street and CIP Committee Report and Recommendations by Chairman Rick Evans:

A Resolution authorizing the sale of property located at 5110 Dearing Road to Jerry Horton. **Pg's 77-90**

9. Finance Committee Report and Recommendations by Chairman Eric Ford:

A. **A Resolution** appropriating Capital Improvement Funds for the City of Springdale Fire Department, presented by Kevin McDonald, Assistant Fire Chief. **pg's 91-93**

B. **A Resolution** authorizing the purchase of exercise equipment for the Fire Department presented by Kevin McDonald, Assistant Fire Chief. **pg 93A**

C. **An Ordinance** to waive competitive bidding for purchase of alerting system equipment for the Fire Department, presented by Kevin McDonald, Assistant Fire Chief. **pg's 94-97**

- D. **An Ordinance** to waive competitive bidding for purchase of SCBA Compressors for the Fire Department, presented by Kevin McDonald, Assistant Fire Chief. **pg 98**
10. Planning Commission Committee Recommendations by Patsy Christie, Planning Director:
- A. **An Ordinance** rezoning 0.06 acres owned by 48th Street Office, LLC located at E. of I-49, W. of 48th, N. of Watkins from Institutional District (P-1) to General Commercial District (C-2) and declaring an emergency. **pg's 99-101**
- B. **An Ordinance** rezoning 1.55 acres owned by Tyson Shared Services, INC located at 516 E. Emma Avenue from Light Industrial District (I-1) to General Commercial District (C-2) and declaring an emergency. **pg's 102-104**
11. **A Resolution** authorizing the Mayor and the City Clerk to execute an agreement between the City of Springdale, Washington County, and The City of Tontitown, presented by Ernest Cate, City Attorney **pgs 105-109**
12. **A Resolution** authorizing the Mayor and the Human Resource Director to sign an addendum to the original agreement with Nationwide Retirement Solutions, INC. allowing city employees that participate in the plan to obtain a loan against their voluntary 457B retirement plan. Presented by Councilman Jim Reed. **Pgs 110-117**
13. Comments from Department Heads.
14. Comments from Council Members.
15. Comments from City Attorney.
16. Comments from Mayor Sprouse.
17. Adjournment.

SPRINGDALE CITY COUNCIL
FEBRUARY 10, 2015

The City Council of the City of Springdale met in regular session on February 10, 2015, in the City Council Chambers, City Administration Building. Mayor Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Rick Culver	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Eric Ford	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Jim Reed	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Mike Irwin	Fire Chief
Mike Chamlee	Buildings Director
Sam Goade	Public Works Director
Brad Baldwin	Engineering Director

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the January 27, 2015 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman Evans 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. Alderman Reed made the second.

The vote:

Yes: Watson, Ford, Lawson, Evans, Reed, Jaycox, Culver

No: Overton

RESOLUTION NO. 12-15 – EXPRESSING SUPPORT FOR THE AMMONIA REFRIGERATION TECHNOLOGY PROGRAM AT NORTHWEST TECHNICAL INSTITUTE, AND ENCOURAGING THE ARKANSAS GENERAL ASSEMBLY AND THE ARKANSAS GOVERNOR TO APPROPRIATE STATE FUNDS TO SUPPORT THIS PROJECT

Alderman Jim Reed and Roger Becker from Northwest Technical Institute presented a Resolution expressing support for the Ammonia Refrigeration Technology Program at Northwest Technical Institute and encouraging the Arkansas General Assembly and the Arkansas Governor to appropriate state funds to support this project.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING SUPPORT FOR THE AMMONIA REFRIGERATION TECHNOLOGY PROGRAM AT NORTHWEST TECHNICAL INSTITUTE, AND ENCOURAGING THE ARKANSAS GENERAL ASSEMBLY AND THE ARKANSAS GOVERNOR TO APPROPRIATE STATE FUNDS TO SUPPORT THIS PROJECT.

WHEREAS, the Northwest Technical Institute in Springdale is an independent state agency providing advanced educational opportunities in several career and technical fields one of which is ammonia refrigeration technology;

WHEREAS, the Northwest Technical Institute's Ammonia Refrigeration Technology Program assists industry in developing and maintaining a skilled workforce for our industry partners;

WHEREAS, the Ammonia Refrigeration Technology at Northwest Technical Institute boasts the only public Ammonia Refrigeration training facility in the State of Arkansas which is housed in one of the newest buildings on the Northwest Technical Institute campus;

WHEREAS, Northwest Technical Institute offers the only known diploma program in the nation for ammonia refrigeration technology;

WHEREAS, graduates of Ammonia Refrigeration Technology have the earning potential to start at \$14.05 an hour with overtime starting at \$18.42 and can go as high as \$26.60 per hour with overtime at \$38.33 an hour;

WHEREAS, local industries such as Walmart, Tyson, Zero Mountain, and Cargill utilize the ammonia refrigeration technology in their business;

WHEREAS, the Ammonia Refrigeration Technology is considered a high income – high demand career field.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council for the City of Springdale expresses its support for the Ammonia Refrigeration Technology Program at Northwest Technical Institute, and hereby requests that the Arkansas General Assembly and Arkansas Governor appropriate state funds to support this program, and that a copy of this Resolution be sent to the Office of the Governor of the State of Arkansas.

PASSED AND APPROVED this ____ day of February, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Overton, Ford, Lawson, Evans, Reed, Jaycox, Culver, Watson

No: None

The Resolution was numbered 12-15.

RESOLUTION NO. 13-15 – APPOINTING KYLE PATTON AS A SUCCESSOR COMMISSIONER FOR SPRINGDALE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 3 – LEGENDARY, PHASE I SUBDIVISION INFRASTRUCTURE PROJECT

City Attorney Ernest Cate presented a Resolution appointing Kyle Patton as a successor commissioner for Springdale Municipal Property Owners' Improvement District No. 3 – Legendary, Phase I Subdivision Infrastructure Project.

RESOLUTION NO. _____

A RESOLUTION APPOINTING KYLE PATTON AS A SUCCESSOR COMMISSIONER FOR SPRINGDALE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 3- LEGENDARY, PHASE I SUBDIVISION INFRASTRUCTURE PROJECT

WHEREAS, Springdale Municipal Property Owners' Improvement District No. 3- Legendary, Phase I Subdivision Infrastructure Project (the "District") was established upon petition of the sole property owner by Ordinance No. 4034 passed and approved by the Springdale City Council on March 13, 2007; and,

WHEREAS, as provided by statute, said Ordinance appointed as commissioners of the District the three individuals named in the petition; and,

WHEREAS, said three commissioners subsequently resigned, and the Springdale City Council appointed two successor commissioners pursuant to statute; and,

WHEREAS, one of said successor commissioners was Alan Harrison; and,

WHEREAS, Alan Harrison can no longer serve as a commissioner and his position on the board of commissioners is vacant; and,

WHEREAS, Ark. Code Ann. Sec. 14-94-107(a)(2)(A) provides that in case of a vacancy on the board of commissioners after all improvements in the district have been completed, the governing body of the municipality shall select the successor who shall be a creditor of the district or a property owner in the district; and,

WHEREAS, all the improvements in the District have been completed; and,

WHEREAS, Ark. Code Ann. Sec. 14-94-105(a)(2)(B) provides that in the event a creditor is a corporation or other legal entity, any officer, director, employee, or other designated representative of the entity may be named and appointed as a commissioner; and

WHEREAS, The Capital Bank in Little Rock, Arkansas, owns bonds issued by the District and is, therefore, a creditor of the District; and,

WHEREAS, The Capital Bank has designated President and CEO Kyle Patton to be named and appointed as a commissioner of the District; and,

WHEREAS, Kyle Patton has agreed to serve as a commissioner of the District.

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

Section 1. That Kyle Patton is hereby appointed as a commissioner of Springdale Municipal Property Owners' Improvement District No. 3- Legendary, Phase I Subdivision Infrastructure Project.

PASSED AND APPROVED this ____ day of February, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Alderman Reed moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Culver, Watson, Overton

No: None

The Resolution was numbered 13-15.

**RESOLUTION NO. 14-15 – APPROVING THE APPOINTMENTS OF JOE DUNN
AND GARY COMPTON TO THE SPRINGDALE PLANNING COMMISSION**

City Attorney Ernest Cate presented a Resolution approving the appointments of Joe Dunn and Gary Compton to the Springdale Planning Commission.

RESOLUTION NO. _____

**A RESOLUTION APPROVING APPOINTMENTS TO THE
SPRINGDALE PLANNING COMMISSION**

WHEREAS, Stan Szmyd resigned his position on Seat #7 on the Planning Commission effective January 1st, 2015, term ending January 31st, 2016, and Joel Kelsey resigned his position on Seat #3 on the Planning Commission effective January 6th, 2015, with his term ending January 31st, 2017, and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council.; and

WHEREAS, the Mayor has recommended Joe Dunn to fill the unexpired term of Seat #7, with his term expiring January 31, 2016 and Gary Compton to fill the unexpired term of Seat #3, with his term expiring on January 31, 2017; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that two appointments are approved for the Springdale Planning Commission: Joe Dunn is appointed to Seat #7, term expiring January 31, 2016; and Gary Compton is appointed to Seat #3, term expiring January 31, 2017.

PASSED AND APPROVED this ____ day of February, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Lawson, Evans, Reed, Jaycox, Culver, Watson, Overton, Ford

No: None

The Resolution was numbered 14-15.

RESOLUTION NO. 15-15 – AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR PARTICIPATION IN THE "MILE MARKER" PROJECT FOR THE RAZORBACK REGION GREENWAY PROJECT

Planning Director Patsy Christie presented a Resolution authorizing the Mayor to enter into a cooperative agreement with the Northwest Arkansas Regional Planning Commission for participation in the "Mile Marker" Project for the Razorback Region Greenway Project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR PARTICIPATION IN THE "MILE MARKER" PROJECT FOR THE RAZORBACK REGION GREENWAY PROJECT

WHEREAS, by Resolution No. 106-23 the Operation and Management Plan for the NWA Arkansas Razorback Regional Greenway was adopted was adopted by the City Council as the guide for the maintenance, management and operation activities of the lands and facilities of the Razorback Greenway within the City of Springdale, and

WHEREAS, the Northwest Arkansas Regional Planning Commission has established a project that will coordinate efforts, including procurement, contracting, and financial management activities to implement a multi-jurisdictional Razorback Greenway "Mile Marker" Project as one component of the comprehensive wayfinding program, and

WHEREAS, each municipality will provide the requisite amount of funds, as per the successful bidder's quote, for completion of the program in their jurisdiction; and

WHEREAS, the number and location of the mile markers for each city has been determined by utilizing a "Jones Counter" based on mile zero "0" beginning at the southern terminus of the Razorback Regional Greenway and the "end mile maker" on the northern terminus at Lake Bella Vista making the resulting in eight (8) mile markers in the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSS, that the Mayor is hereby authorized as follows: to enter into a Cooperative Agreement with the Northwest Arkansas Regional Planning Commission for the "Mile Marker Project" for the Razorback Greenway in an amount not to exceed \$12,000.

PASSED AND APPROVED this ____ day of May, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Jaycox moved the Resolution be adopted. Alderman Reed made the second.

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Ford, Lawson

No: Overton

The Resolution was numbered 15-15.

ORDINANCE NO. 4885 – AMENDING SECTION 110-136 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES (REPLACING ADDRESS NUMBERS; NOTICE)

Planning Director Patsy Christie presented an Ordinance amending Section 110-136 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency and for other purposes.

Section 110-136 of the Code of Ordinances of the City of Springdale, Arkansas, contains the provisions and regulations pertaining to address numbers in the City of Springdale, Arkansas.

Section 110-136(d) of the Code of Ordinances of the City of Springdale, Arkansas, currently provides that a property owner is given 15 days to bring a property into compliance with the address number requirements.

Section 110-136(d) of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to require a property's address numbers to be brought into compliance within seven (7) days of being notified of a violation, as this time requirement is consistent with the time requirement for other ordinance violations.

Planning Commission recommended approval at their February 3, 2015 meeting.

After the reading the title of the Ordinance, Alderman Reed moved the Ordinance "Do Pass". Alderman Jaycox made the second.

The vote:

Yes: Reed, Jaycox, Culver, Watson, Overton, Ford, Lawson, Evans

SPRINGDALE CITY COUNCIL
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No: None

Alderman Jaycox moved the Emergency Clause be adopted. Alderman Overton made the second.

The vote:

Yes: Jaycox, Culver, Overton, Ford, Lawson, Evans

No: Watson, Reed

The Ordinance was numbered 4885.

COMMUNITY ENGAGEMENT DIVISION UPDATE

Public Works Director Sam Goade presented an update on the Community Engagement Division and the work that has been done this past year.

A clean up on and around the new trails will be held on March 8, 2015.

ADJOURNMENT

Alderman Overton made the motion to adjourn. Alderman Jaycox made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:35 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 130
ZONING ORDINANCE OF CODE OF
ORDINANCES OF THE CITY OF SPRINGDALE
TO ADD ARTICLE 12: BALLPARK
AREA/SOUTHWEST SPRINGDALE OVERLAY
DISTRICT FOR OTHER PURPOSES.**

WHEREAS, Chapter 130: Zoning Ordinance of the City of Springdale, Arkansas, established zoning regulations and districts for the purpose and general welfare of the city setting forth the character of the district, its particular suitability for the particular uses specified, with a view to conserve the value of buildings and property and encourage the most appropriate uses of land throughout the city consistent with a comprehensive plan; and

WHEREAS, the area around Arvest Ballpark is an areas with potential to be developed as a regional attraction for entertainment, shopping, restaurants, offices, residences, and other uses; and

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, to create a strong framework for moving the entire area from its current uses into a fully developed, active destination as a regional attraction with an identifiable focal point within the many potential uses; and

WHEREAS, it is necessary to create an overly district with guidelines that are more specific than the general design standards now in place, tailored to this geographic area, ensuring that development is held to the highest levels of quality and consistency, both in terms of actual construction materials as well as overall aesthetic standards; and

WHEREAS, design standards have been developed, with input from landowners and developers of the area, to establish clear quantitative review standards that are easy to administer and offer certainty to developers, and citizens alike, while maintaining a requisite degree of design flexibility to allow and encourage creative site and building design; and

WHEREAS, as required by law, a public hearing was held before the Springdale Planning Commission on February 3, 2015, after notice was given of said hearing.

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

Section 1: Chapter 130: Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to add Article 12: Ballpark Area Southwest Springdale District Overlay in Attachment "A" as though set forth in this ordinance word or word.

Section 2: All other provisions of Chapter 130: Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ATTACHMENT "A"

Article 12: Ballpark Area/Southwest Springdale District Overlay

Sec 1. – General Parameters

1.1 Purpose

- a. To create a strong framework for moving the entire overlay district area from its current uses into a fully developed, active destination.
- b. To create a unique development as a regional attraction for entertainment, shopping, restaurants, offices, residences, and other uses.
- c. To create an identifiable focal point within the many potential uses as well as creating a unique "brand" for the area.
- d. To encourage the creation of a distinctive style and feel for development in this overlay district that is easily identified, punctuated by unique individualized building design, and not dictated by franchise architecture.
- e. To encourage an orderly and logical pattern of development in the area interspersing multiple uses among the various primary components to create a truly unique destination.
- f. To recognize the economic development potential for the area, ensuring that development is held to the highest levels of quality and consistency, both in terms of actual construction materials as well as overall aesthetic standards.
- g. To offer clear quantitative review standards that are easy to administer and to offer certainty to developers, and citizens alike, while maintaining a requisite degree of design flexibility to allow and encourage creative site and building design.
- h. To create overlay district guidelines that are more specific than the general design standards now in place. Overlay district guidelines will be tailored to this geographic area.

1.2 Background and Analysis

a. History of Site, Ballpark, and Overlay

The development site is over 1,000 acres. There are numerous landowners with holdings ranging from fewer than 5 acres to over 500 acres. The site is largely undeveloped and currently home to livestock farming, miscellaneous businesses, and single-family residences.

The site has had a varied history. It was previously used for vineyards and fruit groves. It was also a key poultry farming location. In 2008, through a cooperative effort between property owners and the City of Springdale, Arvest Ballpark was completed and opened as home to the Northwest Arkansas Naturals minor league baseball team. The Ballpark is located at an interior location in the southern portion of the development. It represents a major initial regional attraction for the overlay district area. Further development is envisioned to take place

over a period of approximately 20 to 30 years. The City of Springdale and development property owners have worked together to create specific overlay district guidelines to provide a framework in which multiple property owners can proceed with a mixed-use development that will benefit both the landowners and users, as well as generate economic benefit to the region.

b. **Analysis of Area Development Impact**

Stakeholders such as landowners, businesses, institutions, and local citizens look forward to a development that is unique with a mix of uses and tenants that make it a regional destination.

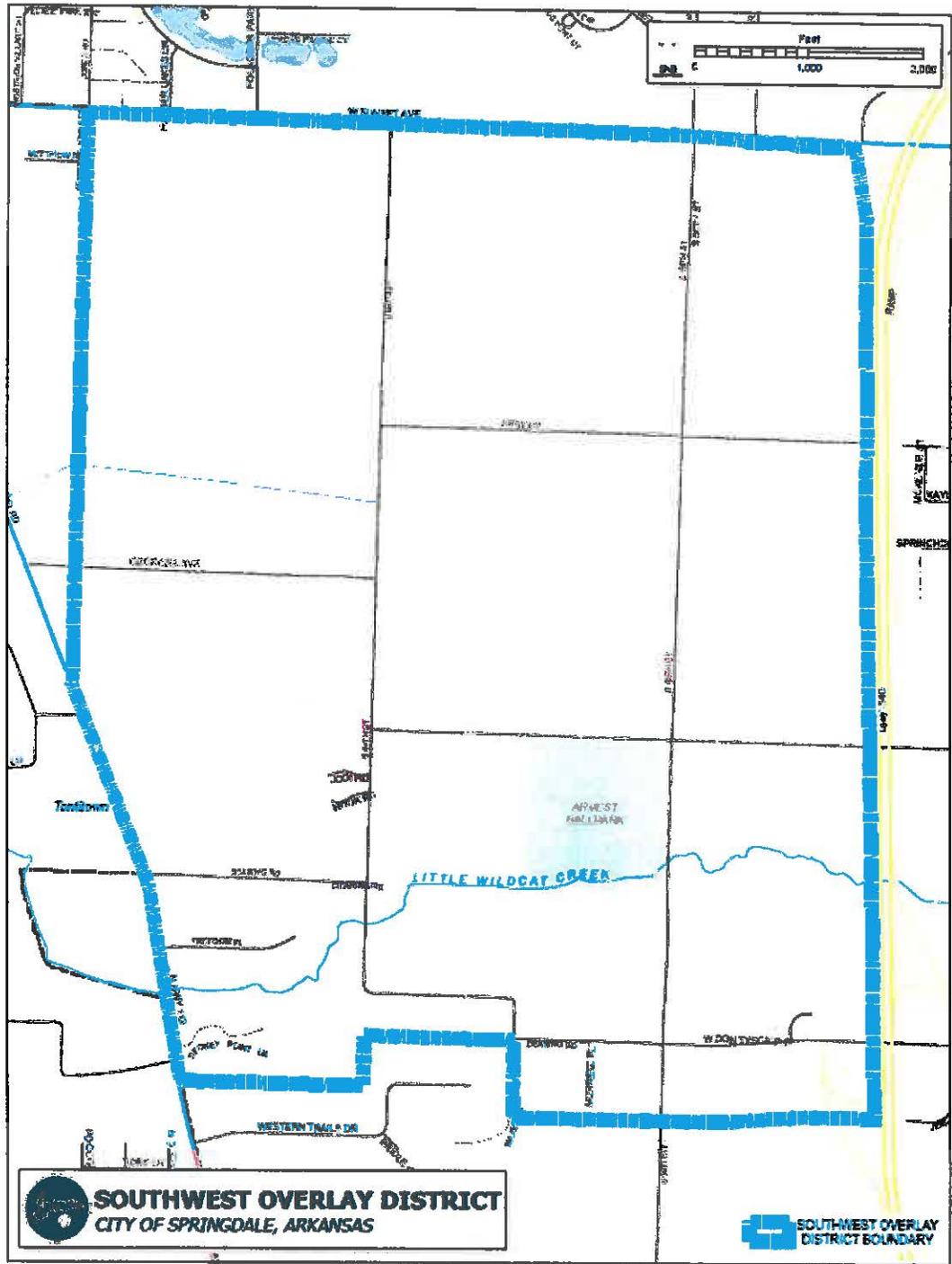
They also hope to create a distinct “brand” for the development utilizing the rich history of the land, area industry, and local entrepreneurs. Additionally, stakeholders look forward to other key features such as consistent design standards, sustainability, public art, long term planning, transportation options, and a sense of neighborhood.

The development site is anticipated to have many potential uses such as entertainment, office, multi-family residential, retail, restaurants, hotels, movie theaters, medical, educational, recreational, among others. As the development progresses, it will have a significant impact on the local economy through increased business activity, job creation, and tax revenue. Arvest Ballpark represents a major initial step toward that goal.

(Note: The findings in this section were derived from the Pizutti Solutions Analysis dated 2-9-09, as commissioned by the Springdale Chamber of Commerce.)

1.3 **Boundaries**

- a. **Current Boundaries** – the boundaries of the Overlay District shall be noted on the official zoning map of the City as set forth in Article 3 Section 3 and described as follows: Beginning at the intersection of S. 48th Street and W. Sunset Avenue (U.S. HWY 412), thence southerly along the west right-of-way boundary of I-49 to a point which is 660 feet south of the centerline of W. Don Tyson Parkway; thence West to the East boundary line of Western Trails Subdivision; thence North along said boundary line to the Northeast corner of said subdivision; thence West along the North boundary line of said subdivision to the centerline of S. Maestri Road (AR HWY 112); thence Northerly along said road and the Western city limits boundary of Springdale, Arkansas to the intersection of Jones Road and W. Sunset Avenue (U.S. HWY 412); thence East to the point of beginning. (See map on the following page.)
- b. **Land Adjacent to the District** – properties adjacent to the boundaries which has been, or will be, annexed by the City, is expected to be included into the Overlay District.



1.4 General Requirements

- a. **Applicability** – All improvements proposed within this District shall be subject to procedures, standards, and guidelines as specified in this Overlay District.

In regard to the Use Unit Designation in the Overlay District, the underlying zoning district designations (permitted uses, conditional uses on appeal to the planning commission, temporary uses) shall apply unless specific changes are made by the Overlay District, in which case the Overlay District shall override the zoning district designation, but in no case shall a use not otherwise allowed in a zoning district be added to the zoning district by the Overlay District.

Improvements shall be defined as any permanent structure that becomes a part of, is placed upon, or is affixed to, real estate located within the boundaries of the Overlay District.

- b. **References** – Other City of Springdale regulations related to this Overlay District include, but are not limited to, the following:

- Chapter 42 – Article III Noise
- Chapter 56 – Landscape and Buffers
- Chapter 98 – Signs
- Chapter 106 – Stormwater Drainage
- Chapter 112 – Subdivisions

In all existing zoning districts located within the Overlay District, the regulations for the zoning district, other zoning codes, and the Overlay District shall apply.

In the event of a conflict between this Overlay District Ordinance and the Zoning Ordinance District Standards, this Overlay District Ordinance shall control. No other provisions of the Springdale Zoning Ordinance now in effect, or as hereafter amended, including, but not limited to, any existing or future overlay district regulations, shall apply to the development or use of the Property.

- c. **Exemptions** – the following structures or uses shall be exempt from the Overlay District requirements and development review, although they may be reviewed under separate administrative procedures where noted in this section or in other sections of the Springdale Code of Ordinances.

- (1) **Non-conforming Structures** – if a non-conforming structure is to be retained then the structure shall not be rebuilt, altered, or undergo major rehabilitation if such construction would exceed fifty percent

(50%) of its replacement cost. If rebuilding, alteration, or repair of a nonconforming structure exceeds fifty percent (50%) of the replacement cost, then the building shall be required to conform to all provisions of the Overlay District.

Major rehabilitation shall mean any renovation, restoration, modification, addition, or retrofit of a structure that exceeds fifty percent (50%) of the current appraised value of any structure as established by Washington County. Rehabilitation costs shall be aggregated over a five-year period to determine whether the development is subject to these rules effective on the date of this ordinance.

Major rehabilitation shall not include routine maintenance and repair of a structure or other feature on the surrounding site, such as roof replacement or general repairs to a parking area or other site feature.

- (2) Non-conforming Uses -- if an existing use is to stay in place as an existing non-conforming use, then the use shall not be changed. If the use is changed, then the building which houses the use shall be required to conform to the provisions of the Overlay District at the time the use is changed.
 - (3) Change in Use Designation – a change in use unit designation of existing structure or structures on a tract or parcel of land that exists at the time approval of this overlay district will be determined by the most current business license of record in the City Clerk's Office. If a business license has not been acquired for the tract or parcel it will be assumed to be a change in use and must meet the design standard.
- d. Review Process – each development will be reviewed to determine its compatibility with the stated purposes for the overlay district. The review will be processed through the City as required by current City regulations. It is recommended that any submittal of a zoning change be accompanied by a concept plan showing a preliminary site layout for the anticipated development.
 - e. Variances – variances will be considered only on a very limited basis and will be reviewed pursuant to Article 2, Section 10 of the Chapter. No other variances will be considered.
 - (1) The Planning Commission may approve variances to depart from the literal requirements of this chapter, where strict enforcement of said requirements would cause undue hardship due to circumstances unique to the individual property under consideration, and the granting of such variance is demonstrated to be within the spirit and

intent of the provisions of this chapter, the Planning Commission may grant requests for variances of any requirements of this chapter according to the following guidelines:

- (a.) The planning commission may modify such requirements to the extent deemed just and proper so as to relieve such difficulty or hardship, provided that such relief may be granted without detriment to the public interest.
- (b.) When the applicant can show that his or her property was acquired in good faith and where by reason the strict application of such provisions would prohibit or unreasonably restrict the use of the property, and the planning commission is satisfied that the granting of a variance would alleviate a demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant, such variance may be granted; provided that all variances shall be in harmony with the intended purpose of this chapter.

(2) A variance may not be requested for the following:

- (a.) Landscaping—Buffers and Screening – Street Buffers Section 2.5 h of this Article and Section 2.5h(2) Parking Lot Screening
- (b.) Street Lighting – Section 2.6 c of this Article
- (c.) Access Management – Section 2.9 of this Article
- (d.) Signs – Section 3 of this Article

1.5 Overlay District modification of Use Units as established in Article 5 – the Use Units as established in Article 5 Section 1 of this Chapter are hereby modified as follows:

a. Permitted Uses

- Unit 1: Citywide public uses by right
- Unit 2: Citywide uses by conditional use permit
- Unit 4: Cultural, recreational, and health facilities
- Unit 5: Institutional facilities (Not including city or county jail or detention facility)
- Unit 8: Single-family dwellings
- Unit 9: Zero lot line
- Unit 10: Townhouse
- Unit 11: Duplexes
- Unit 12: High density residential
- Unit 13: Three and four family residential
- Unit 16: Offices, studios, and related services
- Unit 17: Eating places
- Unit 18: Hotel, motel, and entertainment facilities

- Unit 19: Neighborhood shopping goods
- Unit 20: Shopping goods
- Unit 27: Parking lot
- Unit 29: Home office
- Unit 36: Horses kept in residential areas
- Unit 38: Open display retail sales
- Unit 41: Automobile sales
- Unit 42: Church/synagogue
- Unit 45: Health care clinic
- Unit 49: Commercial assembly

b. Uses Not Permitted

- Unit 14: Residential manufactured housing (RMH)
- Unit 15: Manufactured Home Park
- Unit 26: General industrial
- Unit 31: Recycling collection facilities
- Unit 43: Automobile sales - damaged vehicles
- Unit 47: Flea market outdoor
- Unit 48: Automotive/machinery/equipment open display retail sales

c. Conditional Uses on Appeal

- Unit 3: Utility facilities
- Unit 21: Trades and services
- Unit 22: Automotive services
- Unit 23: Commercial large sites
- Unit 24: Dedicated warehousing
- Unit 25: Limited manufacturing
- Unit 28: Home occupation
- Unit 30: Recreational Vehicle Park
- Unit 32: Temporary buildings and/or storage
- Unit 33: Self-supporting tower or antenna structure or monopole
- Unit 35: Transportation services
- Unit 37: Auction houses
- Unit 39: Temporary storage units
- Unit 40: Temporary classrooms
- Unit 44: Mobile vending site
- Unit 46: Flea market indoor
- Unit 50: Agricultural occupation

d. Temporary Uses

- Unit 34: Model home/temporary marketing office

1.6 Criteria for Conditional Uses on Appeal – the uses listed as Conditional Uses in Section 1.5d above will be considered on a case-by-case basis, upon the ability to meet the following criteria in addition to the Development Guidelines and Standards listed in Section 2 of this Article.

- a. Review Process – must meet Conditional Use requirements of the City as set forth in Article 2, Section 12 of this Chapter.
- b. Traffic – traffic from trucks, delivery vehicles, or patrons shall be limited, so that the level of service on the public and private street system remains at Level C or above based upon traffic movement criteria. In addition, trip generation must be controlled as to not affect surrounding development. A traffic impact analysis performed in accordance with the requirements of the Arkansas Highway and Transportation Department must be provided.
- c. Noise – no sound shall be emitted from the operations on the property that exceeds the City Noise Ordinance. Temporary variances for concerts or outdoor performances may be granted after review.
- d. Screening – potentially offensive uses shall provide additional screening through the use of landscaping or solid masonry walls as required. These uses shall not be visible to adjacent properties or public right-of-way.
- e. Structures – any conditional use in the overlay district which may be changed to a use by right and operates in a permanent structure shall meet all of the requirements of the overlay district.

Sec 2. – Development Guidelines

- 2.1 General – these guidelines and standards are intended to encourage an orderly and logical pattern of development that enhances the design aesthetic, convenience, safety, and livability of the district and encourages a creative approach in the utilization of the land through forethought and consideration of both a development’s external relationships as well as its internal organization. The goal is to provide for a development that is superior to that which could be accomplished utilizing the basic zoning districts.
- 2.2 Site Planning Process – preliminary development or site plans for new development subject to these Design Standards shall include proposed uses for the full development of the site, even where final development will be phased. The preliminary development plan or site plan shall show contiguous land under the applicant’s control. Site plans will be reviewed through the Plat Review process.
- 2.3 Site Design
 - a. Site Layout – non-residential – a side of a principal building that directly faces an abutting public right-of-way should be upgraded to include the design requirements of this Article. A customer entrance is encouraged, but not required, to be provided. Where a principal building directly faces more than two abutting public rights-of-way, this requirement shall apply

only to two sides of the building, including the side of the building facing the primary street, and another side of the building facing a secondary street.

- b. **Site Coverage** – maximum site coverage for impervious surface, building, or parking lot is as follows: Lot Coverage – 90%; Landscape/pervious area – 10%
- c. **Location of Parking** – the percentage of off-street parking between front façades and abutting streets shall not be restricted as long as buffers at streets, in addition to parking lot landscaping, are utilized.
- d. **Pedestrian Connectivity**
 - (1) Sidewalks at least five feet (5') in width shall be provided along all sides of the lot that abut a public right-of-way, excluding interstate highways or alleys.
 - (2) At least one internal pedestrian walkway (or designated area), no less than five feet (5') in width, clear of obstruction including vehicular overhangs, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, and building and store entry points.
 - (3) Sidewalks, no less than five feet (5') in width, shall be provided along the major length of the building along any façade featuring a customer entrance, and along any façade abutting public parking areas.
 - (4) If the sidewalk is part of the trail system, it must meet all City trail regulations, including, but not limited to, the City's minimum width requirements.
- e. **Amenities** – each non-residential establishment shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following amenities: patio/seating areas, pedestrian plaza with art work, benches, transportation center, window shopping walkways, outdoor play area, kiosk area, water feature, clock tower, or steeple. Any such areas shall have access to the public sidewalk network and such features shall be constructed of materials that are either an accent or complement to the principal materials of the building and landscape. Areas should be provided or designed to accommodate possible future transit service.

- (1) **Artwork** – artwork for public viewing or active participation is encouraged. Artwork shall be within a planned public outdoor space. See examples in below:



- (2) **Site Furnishings** – site furnishings including benches, trash and recycling containers, bollards, pedestrian scale lighting, and pedestrian directional signage are to be designed and placed to complement the exterior experience. Consistent or complementary designs are required. See examples in below:



Benches



Tree Grates



Waste Receptacles

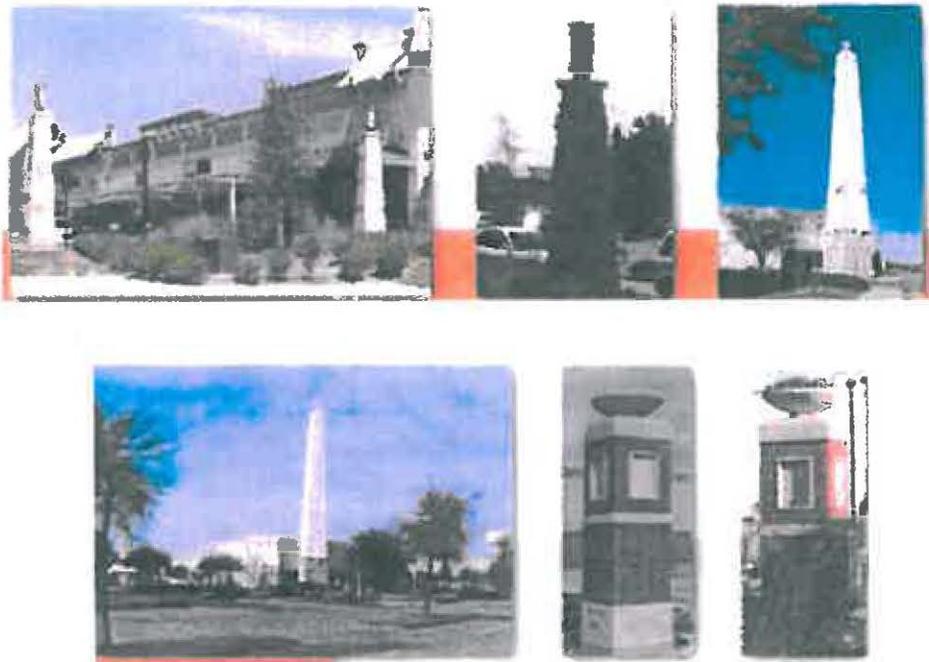


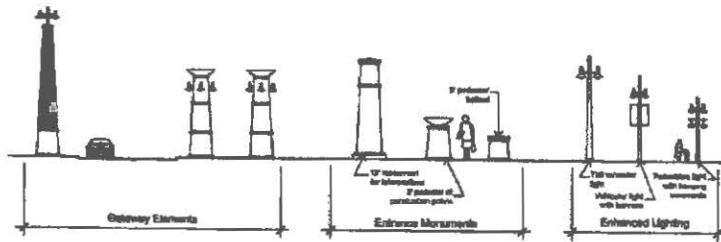
Bike Racks

- (3) Kiosks – freestanding kiosks, such as for display or sale of merchandise, are to be placed at positions within the site that encourage pedestrian activity. Sight lines and access for circulation shall be maintained. The exterior design of the kiosk shall incorporate similar materials to the building design. See examples below:



- (4) Monumentation and Identity Icons – monummentation and identity icon elements are encouraged and will count for both (2) of the required elements. This includes obelisk and monumental features that are visible from a substantial distance due to height or volume related to the adjacent building or site features. These icons are to assist in place-finding. See examples below:





Identity Elements

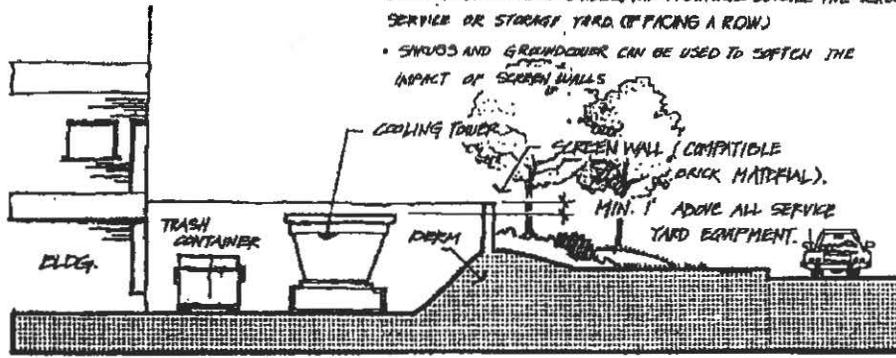
- f. Screening – loading docks, trash and recycling containers, storage areas, and mechanical equipment shall be screened from public right-of-way, internal streets, and public/customer areas by evergreen shrubbery, trees, masonry, or concrete screen wall treated with graffiti resistant coating.

If screening a loading dock with shrubbery, the shrubbery must be a minimum of five feet (5') tall at time of planting and must comply with the planting standards set forth in Springdale Code of Ordinances Chapter 56 - Landscape and Buffers. If screening equipment, the shrubbery must be a minimum of one foot (1') taller than the item they are to screen at time of planting (with maximum required height at five feet (5') at the time of planting) and must comply with the planting standards set forth in Springdale Code of Ordinances Chapter 56 - Landscape and Buffers. Landscaping must be maintained at all times, and replaced immediately when needed.

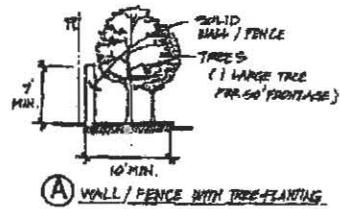
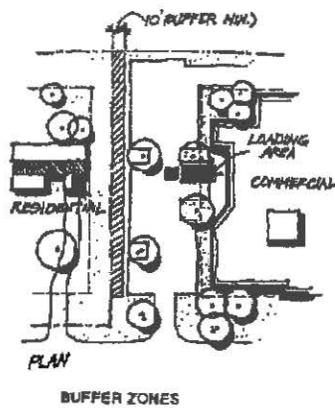
- (1) Trash Container Screen – trash containers, trash compactors, and recycling bins shall be located in a manner to avoid undue interference with off street loading or parking area. Screened from public view on all four sides with a solid fence, wall, or gate constructed of masonry, concrete, or other compatible building material with a metal gate, a minimum one foot (1') taller than trash container (minimum 7' tall), and shall be appropriately landscaped. If the building walls form screening for the trash container, the screen wall may be eliminated on that side that is formed by the building wall.
- (2) Service/Loading Corridor Screen – service corridors and loading areas shall be screened with landscaping or walls a minimum one foot (1') taller than item to be screened at a minimum seven feet (7') tall, and a minimum 10' tall at truck docks. Siting and design of such services areas shall reduce the adverse effects of noise, odor, and visual clutter upon adjacent residential uses.

REQUIRED:

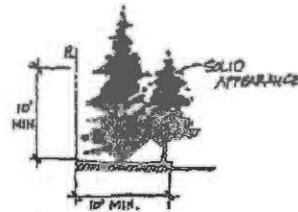
- ANY COMBINATION OF WALL AND BERM SCREENINGS CAN BE USED TO PROVIDE A SOLID SCREEN A MIN. 1 FOOT ABOVE ALL SERVICE YARD EQUIPMENT AND LOADING AREAS.
- WALLS SHALL HAVE A MIN. 4 FOOT HORIZONTAL OFFSET ALIGNMENT, A MIN. 80 FT. APART.
- 1 SHADE TREE PER 50 FT. OF STREET FRONTAGE SHALL BE PLANTED FOCUS OR LOOSE GROVES ALONG THE FRONTAGE OUTSIDE THE SCREENED SERVICE OR STORAGE YARD (OPPOSING A ROW)
- SHRUBS AND GROUNDCOVER CAN BE USED TO SOFTEN THE IMPACT OF SCREEN WALLS



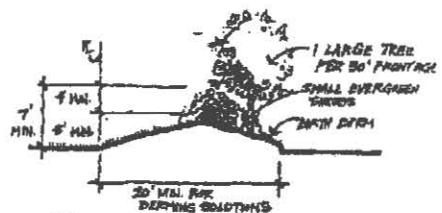
Service, Loading, Storage Screening



(A) WALL / FENCE WITH TREE-PLANTING



(B) EVERGREEN TREE PLANTING



(C) BERM / EVERGREEN PLANTING

Methods of Screening Loading Areas

- (3) **Mechanical Equipment Screen** – exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, solar panels, utilities and banks of meters, shall be screened from any public right of way or residential use/zoning district (either on the same site or on an adjacent site). Equipment can be screened with evergreen shrubbery or masonry or concrete screen wall. Gates, if incorporated in the design of the screen wall, can be constructed of metal. Screening is subject to approval by the appropriate controlling utility company and easements, and may be adjusted as required.
- (4) **Roof top** – All rooftop equipment shall be screened from public view with parapet, sloping roof, or an architectural treatment that is compatible with the building architecture. Equipment shall not be visible from adjoining property lines or any property line adjacent to a right-of-way. Screening shall not include painted mechanical units or prefinished mechanical units. A consideration may be made for supplementary screening provided by the use of ornamental metal screening or other lightweight screening material, if specifically approved by the Planning Commission. The height of the parapet/screen shall be no lower than the height of the unit as measured from the roof surface.
- (5) **Location**– No areas for outdoor storage, trash or recycling collection or compaction, loading or other such uses shall be located within twenty feet (20') of any right-of-way of a public street.
- (6) **Non-Residential Building Façade** – where a non-residential building façade faces residential uses or areas designated on the Comprehensive Land Use Plan as residential use, one of the following three (3) types of screening methods shall be employed.
 - (a.) An earthen berm shall be installed, no less than six feet (6') in height, containing at a minimum, a double row of evergreen or deciduous trees planted at intervals of fifteen feet (15') on center.
 - (b.) A solid masonry screen fence or wall not less than six feet (6') in height along all rear and side property lines which are common to property zoned for residential purposes, except that such screening shall not extend in front of the building line or adjacent dwellings.
 - (c.) An opaque or semi-opaque landscape screen per Chapter 56 of the Springdale Code of Ordinances.
- (7) **Visual Impact** – loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, recycling bins, trash

compaction, and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent residential property and public streets. No attention should be drawn to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

g. Outdoor Sales

(1) Not in the Front Sidewalk

- (a.)** Areas in excess of two hundred (200) square feet shall be screened as follows: wrought iron, solid wall of brick, stone, concrete, or landscape screen. If an open type screen is used, it shall have ten percent (10%) solid masonry wall area of two feet eight inches (2'-8") minimum width. Screen shall be minimum six feet (6') tall or the height of the sales items, whichever is taller.
- (b.)** Areas less than or equal to two hundred square feet refer to City requirements.

(2) In the Front Sidewalk – Outdoor sales within the front sidewalk adjacent to the building wall are limited to two hundred (200) square feet, or two percent (2%) of store area, whichever is greater.

- h. Shopping Cart Collection and Storage areas – all corrals for the temporary collection of shopping carts and all shopping cart storage areas shall be designated on preliminary and final site plans. If these areas are not shown on the plan, the plan shall contain the following note: "There shall not be any shopping collection or storage areas permitted on the site." Shopping carts shall be removed from parking lots and collection corrals on a regular basis to avoid hazards to pedestrians and vehicular traffic or when collection corrals become unsightly. Shopping cart collection corrals should be painted dark green, brown, silver or black to complement the retail establishment. Shopping cart storage areas located adjacent to the front of the building should be fully screened from the public view by architectural features that match the principal building.**
- i. Outdoor Storage – All outdoor storage shall be screened with a solid wall, minimum eight feet (8') tall or the height of the storage, whichever is taller.**
- j. Satellite Dish – No satellite dish shall be placed in an area visible from a public right-of-way or customer areas, and no dish shall be mounted on a balcony.**

- k. **Vending Areas** – vending machines or other remote sales/service areas shall be screened or inset into a wall extension to create an alcove. Screen materials shall match the building materials.
- l. **Vehicle Access** – vehicular access shall be designed to provide safe, efficient, and logical transportation from public streets to and from the interior of the development. Internal circulation shall be well defined by the use of landscape islands and striping.
- m. **Public Transportation Access** – public transportation access will be incorporated into the design of the site. Consideration for an integrated transportation system is to be provided. General location of public transportation nodes should be established in conjunction with a “loop” road system and the trail system with trailhead locations through the Overlay District. Siting and location of public transportation design is to be determined as part of the master plan.
- n. **Transitions Between Land Uses**
 - (1) Prior to the division of real property, circulation and access standards shall be applied, through the use of cross access easements to allow for circulation throughout the development, and use of shared curb cuts where appropriate.
 - (2) At retail or restaurant outparcel pad sites – cross access is required between adjacent pad sites approximately thirty feet (30’) inside property line. There must also be access between the pad site and the larger adjacent development.

2.4 Building Design

a. Setbacks – Commercial

Building setbacks are as follows:

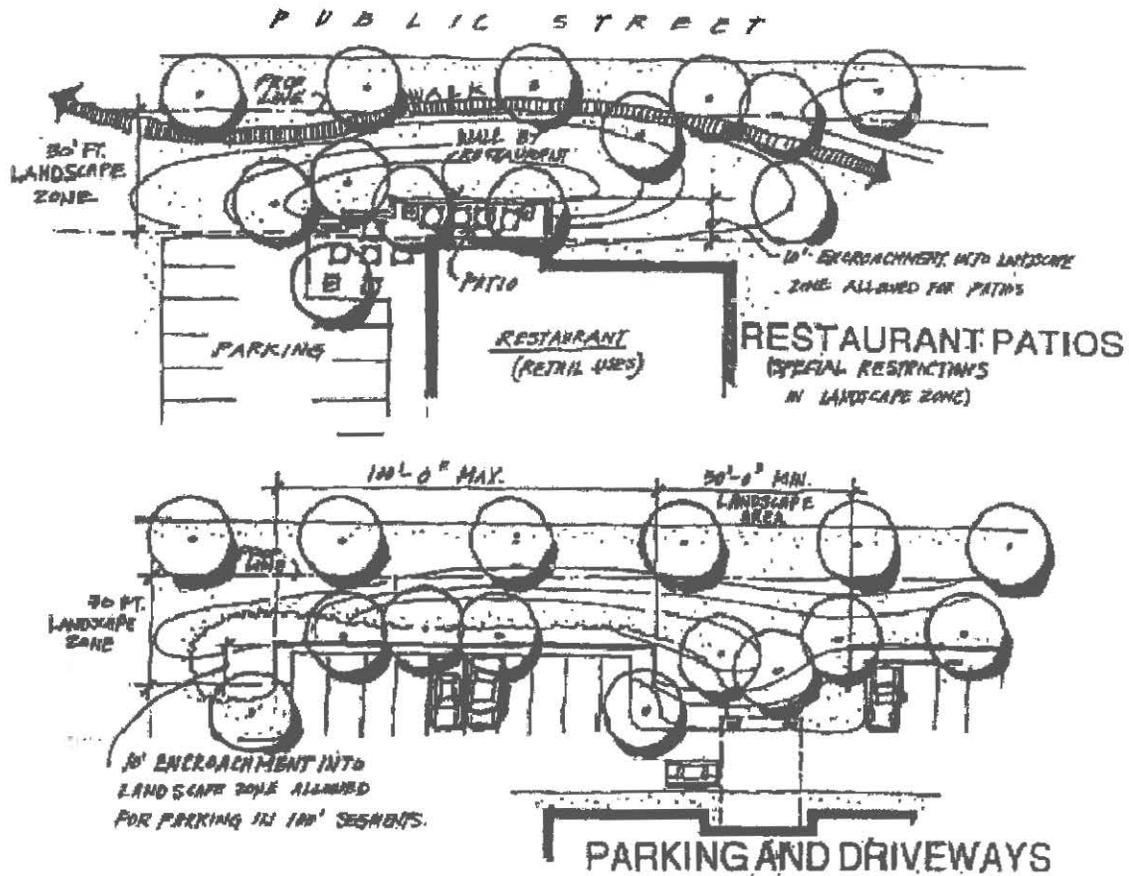
Front:	30'
Front (if parking is provided between R-O-W and the building):	50'
Side:	0
Side (when adjacent to a residential district):	20'
Rear:	10'

b. Setbacks – Office

Building setbacks are as follows:

Front:	30'
Front (if parking is provided between R-O-W and the building):	50'
Side:	10'
Side (when adjacent to a residential district):	20'
Rear:	10'

- c. Setbacks – Residential – building setbacks as required by the base zoning district.
- d. Setback Encroachments – building features, outdoor patios (covered or uncovered), and Architectural building feature elements (fountains, towers, awnings, trellis, or similar) may encroach upon the front setback by no more than ten feet (10'), within restrictions. Encroachment may occur on one side only. See diagram below:



- e. Heights
 - (1) Non-residential – there shall be no maximum height limits in the district; provided, however, that any building which exceeds the height of twenty feet (20') shall be set back from any common property or boundary line of any residential district a distance of one foot (1') for each two feet (2') of height in excess of twenty feet (20').
 - (2) Residential – heights as required by the base zoning district.
- f. Areas – floor area ratio shall not exceed 4:1. This includes enclosed buildings and parking garages. Any development requesting a floor area ratio exceeding 4:1 shall apply for a variance.

g. Facades

- (1) Breaks in Façade – non-residential building façades over one hundred feet (100') in linear length facing a public street or customer area shall incorporate design elements which break up the large expanse of the wall.**

This shall be accomplished through the use of two of the following:

- **Wall projections or recesses a minimum of one foot (1') depth and a minimum of three (3') contiguous feet within each one hundred feet (100') of façade length.**
 - **Articulating features such as arcades, display windows, entry areas, or awnings along at least fifty percent (50%) of the front façade.**
- (2) Pattern – wall building façades shall include a pattern that shall include no less than three (3) of the elements listed below. All elements shall repeat at intervals of no more than one hundred feet (100') horizontally or thirty feet (30') vertically.**
- **Windows for twenty-five percent (25%) of façade length**
 - **Color change**
 - **Texture change**
 - **Material change**
 - **Medallions/Accent pieces, minimum size of 2'x2', such as cast stone, or EIFS**
 - **Decorative light fixtures**
 - **A change in plane of no less than 16" in width, for seventy-five percent (75%) of the height of the building**
- h. Windows – where principal non-residential buildings contain separately owned stores, which occupy less than eight thousand (8,000) square feet of gross floor area each, with separate, exterior entrances, the street level principal entrance storefront façade of such stores shall be transparent between the height of three feet (3') and eight feet (8') above the walkway grade for no less than forty percent (40%) of the horizontal length of the building façade.**
- i. Unifying Element – unifying elements are encouraged throughout the development to provide consistent design integration and recognizable features. These elements are to be provided in kiosks, signs, amenity items, icons and common area improvements and may be provided in building design on the façade of the building. The unifying element shall be natural stone consistent with the stonework of Arvest Ballpark.**

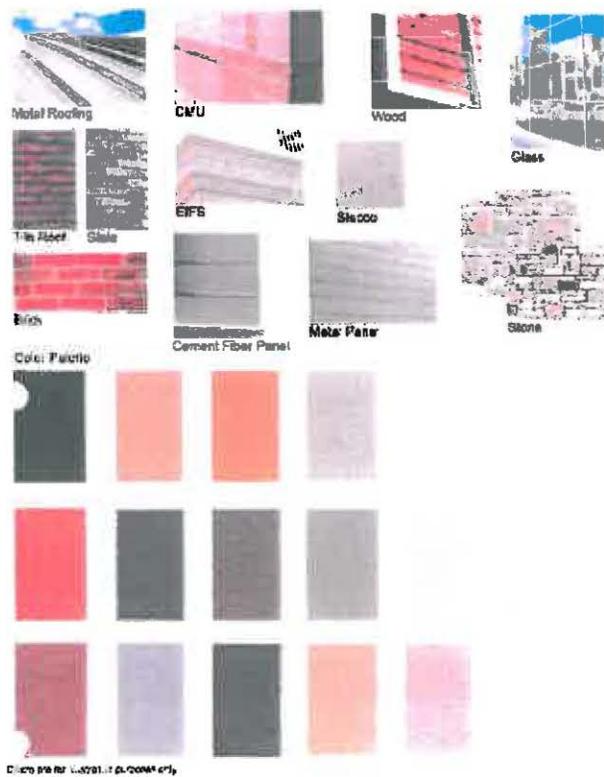
- j. **Roofs – roof line or parapet lines shall be varied with a change in height of a minimum of two feet (2') every one hundred linear feet (100') in the building length. Parapets, gable roofs, high roofs, or dormers shall be used to conceal flat roofs and roof top equipment from public view. Alternating lengths and designs may be acceptable and can be addressed during the development plan. Any flat roofs shall be energy efficient, and shall meet Energy Star rating or similar.**
- k. **Site Coordination in Materials and Colors – all improvements that contain multiple buildings, including pad sites, shall comply with the following design guidelines and standards:**
- (1) **Use of Similar Building Materials – in order to achieve coordination of design between all buildings in a Development Area, all buildings in a particular Development Area, including pad site buildings, shall be constructed of building materials from the color and material palette approved for the Development Area.**
 - (2) **Use of Similar Architectural Styles or Theme in Development Area – a coordinated architectural style or theme should be used throughout a Development Area, and in particular to tie outlying pad site buildings to the primary building; building entrances or accent façades are appropriate locations to express individual building character or identity.**



I. Materials and colors

(1) Exterior Building Materials – exterior building materials for all façades shall be high quality materials. These include, without limitation:

- Brick
- Natural quarried stone
- Stucco or EIFS
- Architectural precast concrete
- Decorative face concrete masonry units, such as split-face, scored, ground face, burnished
- Glass, Glass curtain Wall
- Wood – natural
- Textured or texture coated concrete panels
- Cement fiber panels (maximum 20% of façade area)
- Pre-fabricated steel panels such as Alucobond or prefinished metal interlocking panels.
- Roofing materials for visible portions of roof surfaces may be slate, synthetic slate, clay tile, concrete tile, standing seam metal, metal shingles. Also, Architectural asphalt shingles.



- (2) **Material Minimum** – all buildings shall have a minimum of twenty percent (20%) of the solid wall surface (not including glass and glazing or trim/coping) as stone, brick, or high quality composite panels on the façades visible to the public.
- (3) **Façade color** – façade colors shall be low reflectance, subtle, neutral, or earth tone colors. Building trim, entry elements and accent areas may feature brighter colors, including primary colors, for a maximum 10% of the façade area.

If high intensity colors, metallic colors or fluorescent colors are used, such as part of a Trade Dress, branding, etc. for example, such colors or materials will be limited to the trim and accent areas of the façade.

Trade Dress means features that represent a tenant's or owner's unique or distinct colors, materials, elements, shapes, designs, or other similar features that are trade-marked, service marked, or copyrighted designs that identify a national business that presents to the public a recognizable brand or business concept.

- (4) **Compatibility with Surrounding Area** – exterior building materials as well as accents should be compatible with the surrounding area and not include the following:
 - Smooth-faced concrete block.
 - Smooth (not textured or texture coated) or exposed aggregate tilt-up concrete panels.
 - Pre-fabricated corrugated metal deck panels.
 - (5) **Awnings** – awnings may be varying shapes and colors and are to be metal or long lasting fire resistant fabric (not vinyl). Backlit awnings are not allowed.
 - (6) **Changes in Exterior Façade Color** – after the building is constructed and approved, any changes to the exterior appearance of a building must be approved by the Planning Commission.
- m. **Entries** – each principal building on a site (except for multi-tenant retail buildings) shall have clearly defined, highly visible entrances featuring any three (3) of the following:
- Canopies, porticos, or awnings
 - Overhangs
 - Recesses/projections
 - Arcades

- Raised corniced parapets over the door
 - Peaked roof forms
 - Arches
 - Outdoor patios
 - Display windows
 - Architectural details such as tile work and moldings which are integrated into the building structure and design
 - Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- n. **Elevated Parking Garages** – façades of elevated parking garages may contain unifying elements, and for the facades visible to the public, a minimum of ten (10%) of the total façade area that is visible shall incorporate materials to match the materials of the building it is serving. Open façade areas are to incorporate a screen to obscure the view of vehicles within the garage.
- o. **Modifications** – limited modifications to applicable architectural design standard or sign regulation may be authorized to the extent necessary to accommodate architectural requirements, or signage of a specific user's Trade Dress. Trade Dress may apply to buildings, signs, and other structures, but will not allow applicant a variance to the materials standards in subsection i above.

2.5 Landscaping

- a. **General** – landscaping shall be as outlined below. Refer also to enclosed diagrams for additional info. Remaining requirements for landscaping are as outlined in Springdale Code of Ordinances Chapter 56.
- (1) **Specific Information.** The following specific information is required on landscape plans:
- (a.) **Existing Vegetation.** Location, type and quality of trees and other vegetation shall be inventoried by a licensed landscape architect, certified arborist, or horticulturalist.
 - (b.) **Preservation.** Location of existing trees and other vegetation to be saved.
 - (c.) **Protection.** Methods and details for protecting existing trees and other vegetation during construction and approved sediment control plan, if available.
 - (d.) **Trees.** Location of all trees to be planted and a tree list including the common name, scientific name, caliper size,

height at maturity and quantity. Trees referred to in this section shall be chosen from the approved list located in Section 2.12 of this article.

- **Shade Trees.** At time of planting, shade trees shall have a minimum caliper size of two and one-half inches (2.5"). Caliper is defined as the measurement of the diameter of the trunk six (6) inches above ground level for trees up to four (4) inches in caliper size.
 - **Ornamental Trees.** At time of planting, ornamental trees shall have a minimum caliper size of two inches (2"). Caliper is defined as the measurement of the diameter of the trunk six (6) inches above ground level for trees up to four (4) inches in caliper size.
- (e.) **Plants.** Location of all plants and a plant list including the common name, scientific name, size and quantity
- (f.) **Flowering Perennials.** At the time of planting, flowering perennials shall be a minimum of one (1) gallon in size.
- (g.) **Shrubs.** At the time of planting, shrubs shall be a minimum of three (3) gallons in size and eighteen inches (18").
- (h.) **Other Landscaping Improvements.** Location of all other landscaping improvements including benches, paving, screens, fountains, statues or other landscape features.
- (i.) **Maintenance.** Description of maintenance provisions, a maintenance schedule shall be submitted with the landscape plan.
- (j.) **Maintenance Guarantee Statement.** A note shall be added to the landscape plan that states, once installed, landscaping shall be maintained in healthy living condition and all plant material that dies shall be replaced.
- (2) **Any materials used in public right-of-way must be low maintenance and water saving, natively adapted plantings.**
- (3) **Trees may be planted in easements provided if acceptable to the utility company – subject to agreement for Owner to replace if damaged or removed during maintenance.**

- b. **Sidewalk Landscaping** – Landscaping and site amenities along pedestrian walkways are encouraged, but not restricted to a fixed percentage.
- c. **Entrance Landscaping** – main entryways (minimum one per site frontage) shall be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers; landscaping should break down in scale and increase in detail, color, and variety to mark entryways into development; and plantings shall be massed and scaled as appropriate for the entryway size and space. Entrance landscaping shall also include accent lighting.
- d. **Interior Parking Lot Landscaping** – the planting area adjacent to parking areas shall be designed to provide necessary green space to give relief to expansive parking areas and assist with vehicular circulation.
 - (1.) **Applicability** – interior parking lot landscaping shall apply to all parking lots that have six (6) or more parking spaces.
 - (2.) **Requirement** – to provide sufficient interior landscaping within vehicular parking areas, to break up the large expanses of pavement, to provide relief from reflected glare and heat, and to guide vehicular and pedestrian traffic.
 - (3.) **Standard** – not less than 6% of the interior of a parking lot shall be landscaped.

Total Area of Parking Lot	Minimum % Landscaped Area
3,000 - 49,999 sq. ft.	8%
50,000 -149,000 sq. ft.	10%
150,000 sq. ft. or larger	15%

The interior of a parking lot shall be calculated by multiplying the number of parking spaces by 280 square feet. Plantings required along the perimeter of a parking lot shall not be considered as part of the interior landscaping requirement.

- (4.) Landscaping and planting areas shall be reasonably dispersed throughout the parking lot.
- (5.) The interior dimensions of any planting area or planting median shall be sufficient to protect the landscaping materials planted therein and to ensure proper growth; in no event shall any such area be less than one hundred seventy one square feet (171 sq. ft.) in area or less than nine feet (9') in width.
- (6.) Each area shall be protected by appropriate curbs or wheel stops.

- (7.) The primary landscaping materials used in parking lots shall be trees which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting materials may be used to complement the tree landscaping, but shall not be the sole means of landscaping. Effective use of earth berms and existing topography is also encouraged as a component of the landscaping plan.
- (8.) There shall be a minimum of one (1) tree per one hundred twenty-five square feet (125 sq. ft.) or fraction thereof of interior parking lot landscaping areas.
- (9.) Landscape islands in parking lots may alternately be designed and planted to serve as a dual-purpose landscape area and stormwater treatment facility. When landscape islands are designed as a stormwater treatment facility, usage of trees as the primary landscaping material shall not be required when the City determines that trees are incompatible with native plantings proposed for use as a means of stormwater treatment.
- (10.) No landscaping, tree, shrub, fence, wall or similar item shall be placed in zones of ingress or egress at street corners, or in the intersection of a public right-of-way, that is an obstruction to visibility, extends into a sight distance triangle as set forth in section 2.5 h(d) of this article or is otherwise a traffic hazard.

e. Building Landscaping

- (1) Building foundations are encouraged to be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers. Owners shall provide water mitigation techniques to avoid compromising the building soil preparation.
- (2) Landscaping at retail locations typically will not be placed against foundation walls. Retail landscaping will include leave outs within sidewalks, or at edges of sidewalks, or adjacent to parking, or may include potted plants.
- (3) Planting shall be massed and scaled as appropriate for the entryway size and space.

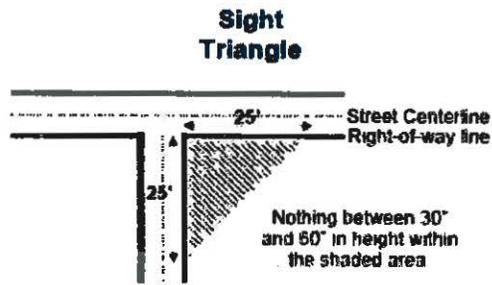
f. Fencing and Walls

- (1) The maximum typical height of a fence or wall shall be eight feet (8').
- (2) Walls and fences shall be constructed of high quality materials, such as decorative cmu, brick, stone, redwood, and wrought iron (color of fence to be compatible with building materials).

- (3) Breaks in the length of a fence shall be made to provide for required pedestrian connections to the perimeter of a site or to adjacent development minimum three feet (3') wide.
- (4) The maximum length of continuous, unbroken, and uninterrupted fence or wall place shall be one hundred feet (100'). Evenly spaced breaks shall be provided through the use of columns, transparent sections, and/or a change to different high quality materials, minimum two feet (2') wide, and four inches (4") deep.
- (5) Breaks may be provided through the use of a landscaping pocket of a species, width and depth approved by the Planning Commission, a minimum of four (4) feet wide and two (2) feet deep.
- (6) Use of landscaping beyond the minimum required in these standards is strongly encouraged to soften the visual impact of fences and walls.

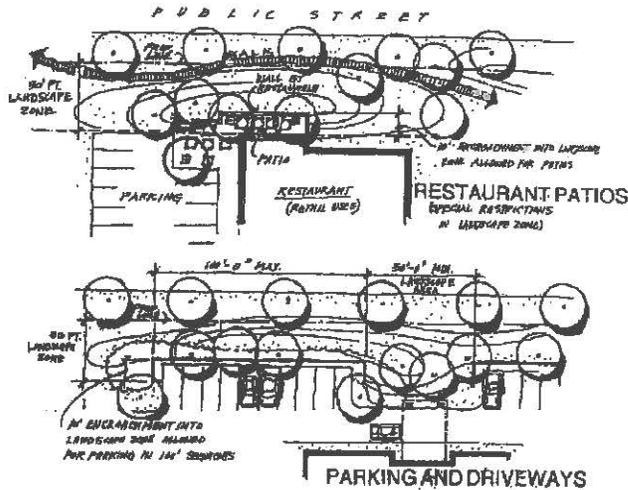
g. Buffers and Screening

- (1) **Street Buffers** – a landscaped street frontage buffer is the planting area parallel to and including the public street right-of-way.
 - (a.) **Requirement** – all development plans submitted in the Overlay District shall show the landscaped street frontage buffer.
 - (b.) **Variances** – as outlined in Section 1.4 e above, a variance may not be requested for street buffer landscaping. The exception would be for a development proposal for a C4 planned commercial district, which may in the discretion of the Planning Commission be allowed variances upon request for the buffer and setback requirements set forth herein, subject to the other requirements of the overlay district and the Springdale Code of Ordinances.
 - (c.) **Minimum Width** – the landscaped street frontage buffer shall be a minimum of thirty feet (30') and is the planting area parallel to and including the public street right-of-way. Street trees may be planted in the right-of-way with adjustments made when significant utility conflicts exist.
 - (d.) **Site Distances** – safe sight distances at intersections and points of access shall be maintained. In order to provide a reasonable degree of traffic visibility, landscaping constructed near street intersections shall stay clear of the "sight distance triangle" shown below:



- (e.) **Number of Trees** – shade trees shall be provided at a rate of one (1) shade tree per every forty linear feet (40') or fraction thereof of street frontage or one (1) ornamental tree per every twenty-five linear feet (25') or fraction thereof of street frontage. Trees are not to be evenly spaced but should be clustered or grouped for a decorative effect following professional landscaping standards for spacing, location and design.
- (f.) **Mulch** – at the time of planting and for the life of the tree, all tree root areas shall be mulched with a minimum four foot (4') diameter ring of mulch, three to four inches (3"-4") deep. Mounding or piling mulch against the tree trunk is prohibited. Organic mulch such as shredded bark mulch, pecan hulls, cotton seed hulls or cypress mulch shall be used.
- (g.) **Landscaping Materials** – the intent is to minimize expansive areas without plant coverage.
- **Living Material** – living materials, such as lawn grass or herbaceous groundcovers like juniper or liriopé, etc., shall cover a minimum of eighty percent (80%) of the landscaped street frontage buffer. Herbaceous groundcover shall be planted and maintained in a mulched bed. One hundred percent (100%) of living material is strongly encouraged.
 - **Non-Living Material** – gravel, concrete, brick paver, other pavement, or organic mulch such as shredded bark mulch, pecan hulls, cotton seed hulls or cypress mulch may cover up to twenty percent (20%) of the landscaped street frontage buffer. Weed barrier or pre-emergent herbicides shall be installed or applied. For purposes of this calculation, the material used to construct a sign allowed in Section 2.6 of this Article shall not be counted.

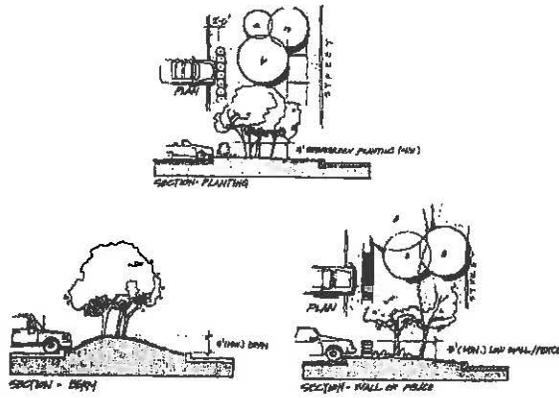
- (h.) Encroachment – parking areas may encroach upon the street buffer a maximum of ten feet (10') for one hundred foot (100') segments provided the screening provisions of section b. below are met. In addition, a patio area may encroach upon the street buffer a maximum of ten feet (10') provided the screening provisions of section 2.3g above for screening of outdoor sales areas.



- (1) **Parking Lot Screening** – the planting area adjacent to parking areas and designed to provide necessary green space to give relief to expansive parking areas and assist with vehicular circulation.
- (2) **Requirement** – All development plans submitted in the Overlay District for parking lots shall show parking lot screening.
 - (a.) **Variances** – As outlined in Section 1.4e above, a variance may not be requested for parking lot screening.
 - (b.) **Available Options** – The applicant may choose among five options illustrated below, choosing one or a combination of several to meet the particular site constraints of the development. Parking lot screening is only required for the portion of the development where a parking lot fronts on a public street, and in any case may overlap with street buffers so long as the parking lot screening area is placed nearest the parking lot and not nearest the public street and so long as the portion of the area identified as parking lot screening complies with one of the options below.
 - **Option 1:** A minimum buffer of ten feet (10') in width, planted with seven (7) shrubs and one (1) small tree, that according to American Standards for Nursery

Stock (ANSI Z60.1 Latest Edition) will grow to a spread of twenty-five feet (25') or less at maturity per 25 linear feet (25') street frontage or one (1) large tree, that according to American Standards for Nursery Stock (ANSI 760.1 Latest Edition) will grow to a spread of greater than twenty-five feet (25') at maturity per fifty feet (50') of linear frontage. Shrubs must be planted in a row and must be sufficiently sized and spaced to screen the headlights and grilles of parked cars. Trees may be clustered so as to appear naturally located.

- Option 2: Earth berms, at least two and one-half feet (2½') higher than the finished elevation of the parking lot, planted with a minimum of one (1) small tree, as defined above and three (3) shrubs per 25 linear feet (25') or one large tree, as defined above, for each 40 linear feet and three shrubs per 25 linear feet (25') of street frontage, with no set dimension with a 3:1 slope.
- Option 3: A six foot (6') landscaped buffer with three feet of fall that includes a minimum of one small tree, as defined above, and three (3) shrubs per 25 linear feet (25') or one large tree, as defined above, for each 40 linear feet of street frontage and three shrubs per 25 linear feet (25') of street frontage.
- Option 4: A three foot (3') high solid wall made of brick, stone, along with a ten foot (10') buffer area including one small tree, as defined above, per 25 linear feet or one large tree, as defined above, per 40 linear feet (40') along street frontage.
- Option 5: A landscaped buffer area with existing woodlands maintained in a twenty-five foot (25') strip along the street frontage.



Parking Screening

- (c.) **Tree Size** – at the time of planting, shade trees shall have a minimum caliper size of two and one-half inches (2.5"). Caliper is defined as the measurement of the diameter of the trunk six inches (6") above ground level for trees up to four inches (4") in caliper size.
- (d.) **Mulch** – at the time of planting and for the life of the tree, all tree root areas shall be mulched with a minimum four foot (4') diameter ring of mulch, three to four inches (3"-4") deep. Mounding or piling mulch against the tree trunk is prohibited. Organic mulch such as shredded bark mulch, pecan hulls, cotton seed hulls or cypress mulch shall be used.
- (e.) **Landscaping Materials** – the intent is to minimize expansive areas without plant coverage.
- **Living Material** – living materials, such as lawn grass or herbaceous groundcovers like juniper or lirioppe, etc., shall cover a minimum of eighty percent (80%) of the landscaped street frontage buffer. Herbaceous groundcover shall be planted and maintained in a mulched bed. One hundred percent (100%) of living material is strongly encouraged.
 - **2) Non-Living Material** – gravel, concrete, brick paver, other pavement, or organic mulch such as shredded bark mulch, pecan hulls, cotton seed hulls or cypress mulch may cover up to twenty percent (20%) of the landscaped street frontage buffer. Weed barrier or pre-emergent herbicides shall be installed or applied. For purposes of this calculation, the material used to construct a sign allowed shall not be counted.

- (2) **Perimeter Landscaping and Screening** – perimeter landscaping is a planting strip along the rear and side lot lines that includes landscaping and screening if required.
- (a.) **Width** – the perimeter landscape strip shall be a minimum width of seven feet (7').
 - (b.) **Adjacent Properties**. A seven (7) foot wide perimeter landscape strip is required for each development regardless if one is already in place from an adjacent, developed lot.
 - (c.) **Landscaping Materials** – intent is to minimize expansive areas without plant coverage.
 - **Living Material** – living materials, such as lawn grass or herbaceous groundcovers like juniper or liriopé, etc., shall cover a minimum of eighty percent (80%) of the perimeter landscaped strip. Herbaceous groundcover shall be planted and maintained in a mulched bed. One hundred percent (100%) of living material is strongly encouraged.
 - **Non-Living Material** – organic mulch such as shredded bark mulch, pecan hulls, cotton seed hulls or cypress mulch may cover up to twenty percent (20%) of the perimeter landscaped area. Weed barrier or pre-emergent herbicides shall be installed or applied.
 - **Prohibited** – gravel, concrete, brick pavers or other pavement is prohibited.
- (3) **Adjacent Property Buffers** – when adjacent to the property line of a residential use, a five foot (5') landscaped area and a six-foot (6') opaque screen, as defined in Springdale Code of Ordinances Chapter 56, shall be required.

1.2 Lighting

- a. **Photometric Plans** – applicants shall submit a lighting plan subject to these lighting standards. A point-by-point calculation to show compliance with the lighting standards is required. The calculations shall be measured at grade for lighting levels within the development site. A cut sheet of proposed fixtures, including a candlepower distribution curve, shall also be submitted. A vertical plan footcandle calculation shall be submitted, based upon "maintained" values.

b. General Lighting Standards

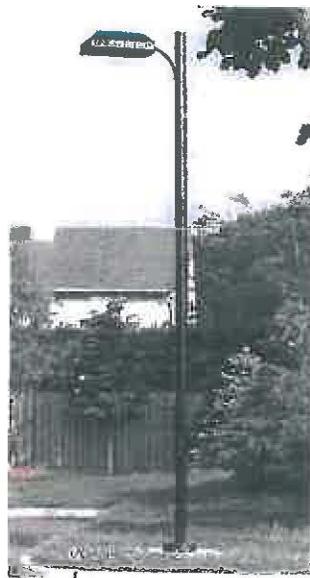
- (1) **Pedestrian Walkway Lighting** – pedestrian-level, bollard light, ground-mounted lighting, or other low, glare-controlled fixtures mounted on building or landscape walls shall be used to light pedestrian walkways.
- (2) **Lighting Height** – bollard type lighting shall be no more than four feet (4') high. See subsection below for lighting standards specific to parking areas.
- (3) **Lighting for Security** – accent lighting on buildings is encouraged as a security feature and interior and exterior lighting shall be uniform to allow for surveillance and avoid isolated areas.
- (4) **Illumination Levels**– pedestrian areas shall be illuminated to a minimum of one (1) footcandle.
- (5) **Design of Fixtures/Prevention of Spillover Glare** – light fixtures shall use cutoff lenses or hoods to prevent glare and light spill off the project site onto adjacent properties, buildings, and roadways.
- (6) **Color of Light Source** – lighting fixtures should be white, color-correct types such as metal halide or LED to ensure true-color at night and ensure visual comfort for pedestrians.



Building Source Lighting



Pedestrian Level /
Accent Lighting



Parking Lot Lighting

c. Public and Private Street Light Standards

(1) Luminaire Fixture Height

- The mounting height for roadway luminaire fixtures shall be forty feet (40') as measured to the top of the fixture from grade.
- 2) Mounting height for accent fixtures at entry to be fourteen feet (14') high.

(2) Average Maintained Footcandles

- (a.) Non-Residential – the minimum average maintained footcandles shall be .25 footcandle. For the purpose of this standard, the average maintained footcandle shall be calculated at 0.8 of initial footcandles (maintained).
- (b.) Maximum Footcandle Adjoining Residential Property – the maximum maintained vertical footcandle at any adjoining residential property line shall be 0.3 footcandles, measured at five feet (5') above grade.
- (c.) Tall Pole Fixtures – tall pole fixtures are to be Lithonia, D Series, Size 2, or Phillips RX1 Series with Pole 195 round tapered, graphite finish. Accent fixture at entry to be "Luminous Lighting Eclipse" or Lithonia "Omero" on round

pole, graphite finish. Lamps to be color corrected LED°, 5000.

- (d.) **Street Light Banners** – pole banners may be used on street lights with a pole banners may not have dimensions larger than 24" x 48" and may be approved by the Planning Commission only for community or development events. The streetlight pole banner attachment brackets may only be mounted at fifteen feet (15') above grade to the lowest bracket, and are to be included on every second pole. Such brackets should be of a size and material approved by the City.

d. Parking Lot Lights

- (1) **Luminaire Fixture Height Non-Residential** – the mounting height for luminaire fixtures shall not exceed forty-two feet (42') as measured to the top of the fixture from grade, including the concrete base.
- (2) **Average Maintained Foot Candles—Non Residential** – the maximum average maintained footcandles for all parking lot lighting shall be five (5) footcandles; the minimum average maintained footcandles shall be two (2) footcandles. For the purpose of this standard, the average maintained footcandle shall be calculated at 0.8 of initial footcandles (maintained). All areas within ten feet (10') of the building must have 0.5 footcandle minimum illumination.
- (3) **Average Maintained Foot Candles—All Uses** – the maximum average maintained footcandles for all parking lot lighting shall be five (5) footcandles; the minimum average maintained footcandles shall be two (2) footcandles. For the purpose of this standard, the average maintained footcandle shall be calculated at 0.8 of initial footcandles (maintained). All areas within ten feet (10') of the building must have 0.5 footcandle minimum illumination.
- (4) **Uniformity Ratios** – luminaire fixtures shall be arranged in order to provide uniform illumination throughout the parking lot of not more than a 6:1 ratio of average to minimum illumination, and not more than 20:1 ratio of maximum to minimum illumination.

e. Canopy lights

- (1) **Average Maintained Footcandles** – the maximum average maintained footcandles under a canopy shall be 25 footcandles. Areas outside the canopy shall be regulated by the standards above.

- (2) Fixtures – acceptable fixtures and methods of illumination include:
- Recessed fixtures – recessed fixtures incorporating a lens cover that is either recessed or flush with the bottom surface (ceiling) of the canopy.
 - Indirect lighting – indirect lighting where light is beamed upward and then reflected down from the underside of the canopy. Such fixtures shall be shielded such that direct illumination is focused exclusively on the underside of the canopy.
- f. Strobe Lights – strobe lighting is prohibited in all areas with the exception of lighting required in connection with automatic sprinkler system and building fire alarm water-flow alarms activated by water flow required by the Springdale Fire Department.
- g. On-Site Access and Parking Lot Lighting – on-site and parking lot lighting shall be high quality design throughout the development. Lighting to be Metal Halide or LED, color corrected to 3600° to 5000° Kelvin, and must include permanently affixed concrete or metal poles prefinished. Other lighting types may be considered on a specific case-by-case basis.
- h. Building Lighting – wall mounted lighting and ground mounted lighting may shine upward provided it is designed to keep light overspill to a minimum. Lighting shall be provided at special building design features and at all public entrances.
- i. Security Lighting – security lighting must be provided around all sides of the building at the minimum lighting levels as noted above.

1.3 Parking and Loading Areas

- a. General – parking shall be as outlined below. Remaining requirements for parking are as outlined in Chapter 130, Article 7 of the Springdale Code of Ordinances.
- b. Parking Layout and Design – width and depth of standard parking space shall be nine feet by nineteen feet (9' x 19'). Also, compact parking may be permitted for up to twenty percent (20%) of total parking spaces in a parking lot that contains at least twenty-five (25) parking spaces. Compact space size shall be 8' x 16'.
- c. Accessibility – accessible spaces must meet the current version of the Americans with Disabilities Act (ADA) and any state requirements. In general, spaces shall be minimum eight feet (8') wide with a five feet (5') wide access aisle adjacent to the space. Van spaces shall be a minimum of eight feet (8') wide with an eight feet (8') wide access aisle adjacent to

the space. Alternatively, a Van space may be eleven feet (11') wide minimum with a five feet (5') wide access aisle adjacent to the space.

d. Off-Street Parking

(1) **Entrance and/or Exit Drives** – permitted entrance and/or exit drives may provide for off-street parking areas so long as the parking is set back from the street right-of-way line a minimum of ten feet (10'). No off-street parking area shall be located within five feet (5') of any other property.

(2) **Parking Garages**– parking garages may be provided for satisfying the off-street parking requirements so long as it otherwise meets the provisions of Springdale Code of Ordinances Chapter 130 Article 7 Section 14 relating to off street parking. Exterior design of the parking garage to meet the requirements of Section 2.4n of this Article.

e. On-Street Parking – on-street parking is allowed as provided by City Code. This cannot be assigned or dedicated parking. On street parking shall be parallel parking, minimum eight feet wide by twenty-two feet (8' x 22') long spaces, striped with contrasting color (white or yellow).

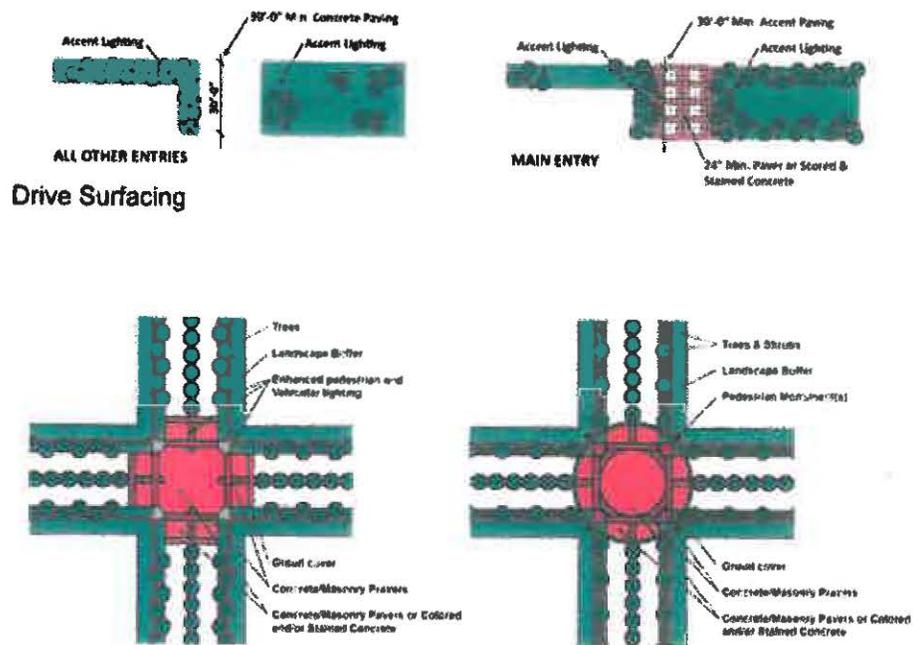
f. Combined Parking – in the event the POA is established and if the Property Owner is a member of the POA, certain uses that do not share the same operating hours may share parking spaces. Shared parking requires a written reciprocal parking agreement by involved parties and with approval calculations by the City. Uses with hours of operation different from commercial or retail might include educational, entertainment, cultural, religious, etc.

g. Off-Street Loading – a loading space of twelve foot by thirty foot (12' x 30') and fourteen foot (14') height clearance shall be provided for a building of 8,000 square feet up to 50,000 square feet, and one (1) additional space for every fifty thousand (50,000) square feet of building or fraction thereof for any commercial use.

h. Parking and Storage of Certain Vehicles – in commercial districts, recreational vehicles, trailers, commercial vehicles, or combinations of vehicles exceeding twenty-four feet (24') in length shall not be parked within any commercial zoned property, except for the purpose of loading or unloading or if allowed through a conditional use permit on the site. No vehicle shall be parked overnight and used for permanent or temporary habitation.

i. Surfacing – asphalt paving or concrete paving is required in all parking and drive areas – also for all areas used for storage. An approach depth

of thirty feet (30') of concrete paving is required at all drive connections to public streets.



Intersection Hardscape & Softscape Enhancement Suggestions

1.4 Water Management

- a. **Water Elements and Standing Water** – water features are encouraged to be incorporated into the project. These may be used for retention, detention, or for amenities for the site development. Specific design should incorporate a hard edge or soft edge, fountains, aquatic plantings, and other features to provide for a well-maintained amenity.
- b. **Retention/Detention** – each site development is encouraged to incorporate water management practices, including allowable storm water runoff. Refer to the latest edition of the City of Springdale Drainage Criteria Manual. If needed, retention or detention may be accomplished on site assuming then that a regional detention program has been established. If a regional detention program is established temporary detention will be encouraged until the regional detention site has been completed.
- c. **Off-Site Drainage** – with the establishment of a regional retention or detention program, landowners may be allowed to participate in the program with an agreement to provide funding to the off-site owner upon whose land the regional retention or detention will occur.
- d. **Irrigation** – All landscaping areas located on non-residential and multi-family developments are required to be irrigated with underground piped

irrigation systems. The water source may be from City provided water, or from other natural sources.

1.5 Access Management – access management, control points, roadway design, and circulation shall meet all requirements of the City of Springdale ordinances and access control standards.

1.6 General Items

- a. Wind Turbines – turbines or windmills may only be allowed as generating equipment or an aesthetic icon. Maximum size to be 1½ times maximum building height on site, not to exceed sixty feet (60'). Fan blade to be vertical style.
- b. Solar Panels – solar panels may occur on roofs only, and are to be positioned flat onto a sloped building roof, or placed in an area visible to the customer areas or adjacent residential zoning.
 - (1) Noise level of unit or sound equipment may not exceed 65 decibels when measured at the property line.
 - (2) May not include drive in service.
 - (3) Must have hooded or shielded exterior lighting.
 - (4) May not have signage that projects more than six inches (6") from unit.
 - (5) Must keep the area clear of litter and debris at all times.
 - (6) May operate only between the hours of 6:00 a.m. and 10:00 p.m. without specific variance.
 - (7) No permanent water or wastewater connection is permitted. Electrical power may be provided by temporary service by connection or on board generator.
- c. Crime Prevention Through Environmental Design – the Design Standards and Operational Guidelines of C.P.T.E.D. (Crime Prevention Through Environmental Design) are strongly recommended.
- d. Sound Levels– sound level maximums to be per City standards.
- e. Sustainable Design – sustainable principals are strongly encouraged to be incorporated into the Site and Building Design and Operational parameters of the development. Guidelines such as the USGBC – LEED rating system or Green Building Initiative – Green Globes rating system and Low Impact Design on Landscaping (L.I.D. Manual) are provided to establish minimum guidelines for design, construction, and operations of the project. (Buildings meeting the minimum of “Certified” under the LEED system or an equivalent will be given special consideration in exterior design review - for design elements required to meet the rating.)

1.7 Definitions

For the purposes of this article, certain terms or words used herein shall be interpreted as follows:

The word "person" includes a firm, association, organization, partnership, trust, company, or corporation, as well as an individual.

The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

Accessory Structure – a structure detached from a principal building and customarily used with, and clearly incidental and subordinate to, the principal building or use, and ordinarily located on the same lot site or with such principal building.

Adjacent or Abutting – to physically touch or border upon, or to share a common property line or border. "Adjacent" or "abutting" shall include properties or uses that are separated by a drive, street, or other public-dedicated right-of-way.

Arcade – a series of arches supported on piers or columns

Balcony – a platform projecting from the wall of an upper-story enclosed by a railing, with an entrance from the building and supported by brackets, columns, and cantilevered out.

Berm – an earthen mound designed to provide visual interest, screen undesirable views, decrease noise, and/or control or manage surface drainage.

Buffer – open spaces, landscaped areas, fences, walls, berms, or any combination thereof, used to physically separate or screen one use or property from another so as to visually shield or block noise, lights, or other nuisances.

Building Form – the shape and structure of a build as distinguished from its substance or material.

Building Mass – the three-dimensional bulk of a building height, width, and depth.

Building Scale – the size and portion of a building relative to surrounding buildings and environs, adjacent streets, and pedestrians.

Carport – an accessory structure used for a parking of motor vehicles. A carport has roof, but is distinguished from a garage in that a carport is enclosed on no more than three sides.

Commercial Center, Large – a “large commercial center” contains one or more commercial buildings or establishments with 50,000 square feet or more (gross floor area).

Commercial Center, Small – a “small commercial center” contains one or more commercial buildings or establishments and all the buildings in the center contain less than 50,000 square feet (gross floor area)

Commercial Development – all retail, office, restaurant, service, hotels, motels, and similar businesses, but shall not include industrial uses. However, any office or industrial development or building that includes more than a twenty percent (20%) retail component by square footage shall be subject to these Commercial Design Guidelines and Standards.

Common Open Space – land within or related to a multi-family development, not individually owned or dedicated for public right-of-way use but generally owned and maintained by the developer, owner, or a property owners association, that is designed and intended for the common use or enjoyment of the residents of the development and their guests, and may include such complementary structures and improvements as are necessary, appropriate, and permitted under this chapter.

Density – the number of dwelling units allowed per acre of a development site or parcel.

Development Area – the area defined by a single development plan, as defined by the Springdale Code of Ordinances, for the development of one or more parcels of land.

Elevation – the external faces of a building; also a mechanically accurate, “head-on” drawing of any one face (or elevation) of a building or object, without any allowance for the effect of the laws of perspective.

Façade – any side of a building. The front façade” is the front or principal face of a building, generally defined by the location of the majority of public entrances into the building.

Fence – a man-made barrier of any material or combination of materials erected to enclose, screen, or separate areas.

Floor Area Ratio – the relationship of the total gross floor area of a building to the land area of its site, as defined in a ratio which the numerator is the gross floor area, and the denominator is the site area.

Garage – an accessory building or portion of a main building primarily used for storage of motor vehicles. A garage is distinguished from a carport in that a garage is enclosed on more than three sides, so that the stored or parked car is contained entirely inside the building.

Guidelines – advisory regulations, which are indicated by use of the terms may and should.

Kiosks sign – a multi-sided structure for the display of signs.

Major Tenant – within a commercial center that does not fit the definition of “Large Commercial Center” any user or tenant containing 15,000 square feet or more of gross floor area. Where more than one user or tenant in such a center contains more than 15,000 square feet, the user or tenant with the largest amount of gross floor area shall be considered the center’s “major tenant”.

Maximum Extent Feasible – nor feasible and prudent alternative exists, and all possible efforts to comply with the regulation or minimize potential harm or adverse impacts have been undertaken. Economic considerations may be taken into account but shall not be the overriding factor in determining “maximum extent feasible.”

Maximum Extent Practicable – under the circumstances, reasonable efforts have been undertaken to comply with the regulations or requirements, that the cost of additional compliance measures clearly outweigh the potential benefits to the public or would unreasonably burden the proposed project, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from the noncompliance.

Mixed-Use Development – a single building containing more than one principal permitted land use or a single development of more than one building containing more than one principal permitted land use. Such land uses may include office, retail, residential, or services uses such as hotels and motels. In a mixed-used development, the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of vehicular and pedestrian access and parking areas.

Multi-Family Development – a building or portion thereof designed exclusively for occupancy by five or more families in five or more dwelling units and commonly referred to as a townhome or townhouse, or apartment.

Natural Features – includes, but are not limited to, flood plains, and surface drainage channels, stream corridors and other bodies of water, steep slopes, prominent ridges, bluffs, or valleys, and existing trees and vegetation.

Orient – to bring in relation to, or adjust to, the surroundings, situation, or environment; to place with the most important parts (e.g., the primary building entrance and the designed “front” of a building) facing in certain directions; or to set or arrange in a determinate position, as in “to orient a building.”

Pad Site – typically used in the context of retail shopping center development, a building or building site that is physically separate from the principal or primary building and reserved for free-standing commercial uses, each such use containing not more than 15,000 square feet of gross floor area. Typical pad site uses include, by way of illustration only, free-standing restaurants, banks, and auto services.

Primary or Principal Building – the building or structure on a commercial development site used to accommodate the majority of the principal permitted use(s). When there are multiple buildings on a commercial development site, such as in a shopping center, the primary or principal building shall be the one containing the greatest amount of gross floor area. Buildings sited on pad sites or free-standing kiosk/ATM machines cannot be “primary” or “principal” buildings.

Standards – mandatory regulations, which are indicated by use of the terms “shall” and “must”.

Steep slopes – any portion of a development site where the natural grade of the land has a slope of thirty percent (30%) or greater.

- 1.8 **Approved Tree List** – all plant material shall meet the requirements established by the American Association publication “American Standards for Nursery Stock” (ANSI 760.1 Latest Edition).

Approved Tree List							
Common Name	Scientific Name	Height (ft.)	Spread (ft.)	Growth Rate	Shade, Ornamental, Screen	Street Tree	Under Overhead Utilities
American Elm Cultivars: 'New Harmony', 'Princeton', 'Valley Forge'	<i>Ulmus americana</i>	75	55	Med/Fast	Shade	Y	N
American Hornbeam/Ironwood	<i>Carpinus caroliniana</i>	25	25	Slow	Shade	Y	Y
American Smoketree	<i>Cotinus obovatus</i>	25	20	Slow	Ornamental	Y	Y
Amur Maple Cultivars: 'Flame', Red Rhapsody™	<i>Acer ginnala</i>	15	18	Mod/Fast	Shade	Y	Y
Arborvitae	<i>Thuja x 'Green Giant'</i>	30	8	Very Fast	Screen	N	N
Arizona Cypress	<i>Cupressus arizonica</i>	35	15	Very Fast	Screen	N	N
Atlantic Whitecedar	<i>Chamaecyparis thyoides</i>	25	12	Fast	Screen	N	N
Autumn Brilliance Serviceberry	<i>Amelanchier x grandiflora</i>	25	25	Fast	Ornamental	Y	Y
Autumn Purple Ash	<i>Fraxinus americana</i>	80	75	Medium	Shade	Y	N
Baldcypress Cultivar: Shawnee Brave®	<i>Taxodium distichum</i>	70	35	Fast	Shade	Y	N
Black Gum, Black Tupelo Cultivars: Red Rage™, 'Wildfire'	<i>Nyssa sylvatica</i>	50	30	Medium	Shade	Y	N
Bur Oak	<i>Quercus macrocarpa</i>	70	80	Slow/Med	Shade	Y	N
Chinese Elm/Lacebark Elm	<i>Ulmus parvifolia</i>	50	45	Med/Fast	Shade	Y	N

Cultivars: Alice®, Athena®, Bequa®, Everclear®							
Chinese Photinia	<i>Potunia serrulata</i>	20	20	Very Fast	Screen	N	N
Chinese Pistache	<i>Pistacia chinensis</i>	30	30	Medium	Ornamental	Y	N
Chinquapin Oak	<i>Quercus muehlenbergii</i>	50	60	Slow/Med	Shade	Y	N
Columnar Oaks Cultivars: Crimson Spire™, Regal Prince®	<i>Quercus x</i>	45	18	Mod/Fast	Shade	Y	N
Common Winterberry/Possumhaw Cultivars: many, 'Afterglow', 'Sparkleberry', 'Warren's Red', 'Winter Red'	<i>Llex verticillata/L. decidua</i>	12	12	Mod	Ornamental	Y	Y
Crabapple, Fruitless Cultivars: many	<i>Malus sp.</i>	12-25	12-25	Mod	Ornamental	Y	Y
Crapemyrtle (tree form) Cultivars: many	<i>Lagerstroemia sp.</i>	12-35	6-18	Very Fast	Ornamental	Y	Y (<25')
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	65	25	Med/Fast	Shade	Y	N
Dwarf Southern Catalpa Cultivar: 'Nana'	<i>Catalpa bignonioides</i>	18	22	Mod	Ornamental	Y	Y
Eastern Flowering Dogwood Cultivars: many	<i>Cornus florida</i>	20	25	Slow	Ornamental	Y	Y
European Hornbeam Cultivar: 'Fastigiata'	<i>Carpinus betulus</i>	50	35	Mod	Shade	Y	N
Foster Holly	<i>Llex xattenuata 'Fosteri'</i>	25	10	Medium	Screen	N	N
Freeman Maple Cultivars: 'Armstrong', Autumn Blaze™, Autumn Fantasy™, 'Indian Summer', Scarlet Sentinel™	<i>Acer x freemanii</i>	60	50	Very Fast	Shade	Y	N
Fruitless Sweetgum	<i>Liquidambar styraciflua Rotundiloba</i>	70	55	Fast	Shade	Y	N
Ginkgo Cultivars: 'Autumn Gold', 'Fastigiata', Presidential Gold™, 'Princeton Sentry'	<i>Ginkgo biloba</i>	75	60	Slow	Shade	Y	N
Goldenraintree Cultivar: 'September'	<i>Koelerutera paniculata</i>	30	35	Mod/Fast	Shade	Y	N
Japanese Cryptomeria	<i>Cryptomeria japonica</i>	35	15	Med/Fast	Screen	N	N
Kanzan Cherry	<i>Prunus Kwanzan</i>	35	35	Med	Ornamental	N	N

Kentucky Coffeetree Cultivars: 'Espresso', Prairie Titan™	<i>Gymnocladia dioica</i>	65	50	Medium	Shade	Y	N
Kousa Dogwood Cultivars: many	<i>Cornus kousa</i>	22	30	Slow/Mod	Ornamental	Y	Y
Littleleaf Linden Cultivar: 'Greenspire'	<i>Tilia cordata</i>	60	40	Medium	Shade	Y	N
Loblolly Pine	<i>Pinus taeda</i>	90	35	Fast	Shade	Y	N
London Planetree	<i>Platanus x acerifolia</i>	100	80	Med	Shade	Y	N
Maple Cultivars: Legacy®, Norwegian Sunset®	<i>Acer x</i>	35	35	Mod	Shade	Y	N
Northern Red Oak	<i>Quercus rubra</i>	60	60	Med/Fast	Shade	Y	N
Norway Maple	<i>Acer platanoides</i>	50	45	Mod	Shade	Y	N

Cultivars: 'Cleveland', 'Columnare', 'Eratum'							
Pin Oak (upright habitus, no pendulous branches) Cultivar: Pacific Brilliance™	<i>Quercus palustris</i>	45-50	20-25	Med/Fast	Shade	Y	N
Redbud Cultivars: 'Alba', 'Forest Pansy', 'Oklahoma', 'Texas White'	<i>Cercis canadensis</i>	25	25	Mod	Ornamental	Y	Y
Red Maple Cultivars: 'Bowhall', 'Autumn Flame', 'Red Sunset™', 'October Glory™'	<i>Acer rubrum</i>	65	55	Mod/Fast	Shade	Y	N
River Birch Cultivars: Dura-Heart®, Heritage®	<i>Betula nigra</i>	45	30	Mod/Fast	Shade	N	N
Saucer Magnolia Cultivars: 'Alexandrina', 'Leonard Messel/Rustica Rubra', 'Merrill'	<i>Magnolia x soulangeana/M x loebneri</i>	22	20	Mod	Ornamental	Y	Y
Sawtooth Oak	<i>Quercus acutissima</i>	55	55	Med/Fast	Shade	Y	N
Shantung Maple	<i>Acer truncatum</i>	25	25	Slow/Mod	Shade	Y	Y
Shumard Oak	<i>Quercus shumardii</i>	55	55	Medium	Shade	Y	N
Southern Magnolia Cultivars: Alta™, 'Hesse'	<i>Magnolia grandiflora</i>	70	60	Medium	Shade, Screen	N	N
Southern Magnolia Cultivar: Bracken's Brown Beauty	<i>Magnolia grandiflora</i>	28-30	15-25	Medium	Shade, Screen	N	N
Southern Magnolia Cultivar: Little Gem	<i>Magnolia grandiflora</i>	20	10	Moderate	Shade, Screen	Y	Y
Star Magnolia Cultivar: Royal Star	<i>Magnolia stellata/M. kobus</i>	15	15	Slow/Mod	Shade	Y	Y
Sugar Maple Cultivars: 'Commemoration', Fall Fiesta™, 'Green Mountain', 'John Pair', 'Legacy'	<i>Acer saccharum</i>	65	55	Slow/Mod	Shade	Y	N
Sweetbay Magnolia Cultivars: 'Green Shadow', 'Willowleaf Bay'	<i>Magnolia virginiana</i>	25	12	Medium	Shade, Screen	Y	Y
Sycamore	<i>Platanus occidentalis</i>	75-100	75-100	Fast	Shade	N	N
Thornless Honeylocust Cultivars: 'Moraine', 'Shademaster', 'Skyline'	<i>Gleditsia inacanthos v. inermis</i>	50	50	Mod/Fast	Shade	Y	N
Tuliptree, Tulp-Poplar, Tulp-Magnolia Cultivars: 'Fastigiatum'/'Arnold' for narrow spaces	<i>Liriodendron tulipifera</i>	80	45	Very fast	Shade	Y	N
Trident Maple Cultivar: 'Streetwise'	<i>Acer buergerianum</i>	30	25	Mod	Shade	Y	N

Urbanite Ash®	<i>Fraxinus pennsylvanica</i>	50	40	Med/Fast	Shade	Y	N
Water Oak	<i>Quercus nigra</i>	60	50	Medium	Shade	Y	N
White Ash	<i>Fraxinus americana</i>	80	50	Med	Shade	Y	N
White Oak	<i>Quercus alba</i>	75	60	Medium	Shade	Y	N
White Pine	<i>Pinus strobus</i>	50-80	20-40	Fast	Evergreen	N	N
Willow Oak Cultivar: Hightower®	<i>Quercus phellos</i>	60	45	Med/Fast	Shade	Y	N
Yoshino Cherry	<i>Prunus x yedoensis</i>	25	30	Mod/Fast	Ornamental	Y	Y
Zelkova Cultivars: 'Green Vase', 'Village Green', 'Musashino'	<i>Zelkova serrate</i>	50	40	Medium	Shade	Y	N
Other trees considered on a case by case basis.							

1.9 Prohibited Tree & Plant List – the following trees and plants are prohibited.

Prohibited Tree & Plant List
Common Name
Autumn Olive
Bradford Pear
Common Privet
Empress Tree (<i>Paulownia Tomentosa</i>)
Garlic Mustard
Japanese Honeysuckle
Kudzu Vine
Lespedeza
Mimosa
Mulberry
Multiflora Rose
Purple Loosestrife
Shrub Honeysuckle
Siberian Elm
Silver Maple
Silver Poplar
Tree of Heaven

Sec 2. – Signs

- 2.1 Purpose – this section governs the type, size and location of signs in the overlay district. Only the sign types and locations provided for herein shall be allowed and no variances from the provisions of this section shall be permitted within the overlay district.
- 2.2 Definitions – the definitions set forth in Springdale Code of Ordinances Chapter 98 except as modified below:
- h. Awning sign – an Attached Sign with its copy on a shelter made of any material, such as fabric, flexible plastic, or metal, that is supported by or stretched over a frame and attached to an exterior wall of a building or other structure.
 - i. Attached sign – a type of sign allowed in the Overlay District that is permanently attached to or painted on a wall of a building or structure.
 - j. Banner – a Miscellaneous Sign attached to or applied on a strip of cloth, vinyl, or similar material.
 - k. Blade – an Attached Sign that projects from an attachment to a wall which is mounted with at least seven feet six inches (7'-6") clearance from the bottom of the sign to grade (sidewalk or ground).
 - l. Canopy sign – an Attached Sign that is mounted, painted, or otherwise applied on or attached to a canopy or structural protective cover over an outdoor area.
 - m. Changeable Message Sign – a sign displaying static images that may display different designs, messages, or advertisements and that may include LED/LCD elements, slide lettering, or other changeable message technology. The message or image cannot flash or change more often than once every 30 seconds.
 - n. Construction Identification Sign – a Miscellaneous Sign which identifies architects, engineers, contractors and other individuals or firms involved with construction on premises, the name of the building or development, the intended purpose of the building, and/or the expected completion date.
 - o. Door Sign – an Attached Sign which is painted on or etched onto or into a door. A sign in a window which is part of a door is a door sign for the purposes of this exhibit.
 - p. Exterior Building Wall - a wall that fronts on a street, drive, parking lot, or public area.
 - q. Free-standing sign – a type of sign allowed in the Overlay District that is a permanent sign that is supported wholly or in part by some structure other than a building or other structure whose principal function is something other than the support of the sign.
 - r. Illuminated Sign – any sign that is directly lighted by any electrical light source, internal or external. This definition does not include signs that are

- illuminated by street lights or other light sources owned by any public agency or light sources that are specifically operated for the purpose of lighting the area in which the sign is located rather than the sign itself.
- s. **Incidental Sign** – a Miscellaneous Sign giving information or direction for the convenience and necessity of the public such as "entrance", "exit", "no admittance", "parking", etc.
 - t. **Kiosk Sign – Commercial** – a Free-standing on premise sign that carries a message, statement, or expression related to the commercial interest of the sign owner, lessee, author or other person responsible for the sign message. Commercial kiosk signs shall not exceed eight feet (8') in height and thirty (30) square feet in area; however, a round kiosk sign may be a maximum of fifty (50) square feet in area. Kiosk signs may be internally or externally illuminated.
 - u. **Kiosk Sign – Noncommercial** – a Free-standing Sign that may be an on premise sign or a non-premise sign that carries no message, statement, or expression related to the commercial interest of the sign owner, lessee, author or other person responsible for the sign message. Noncommercial kiosk signs shall not exceed eight feet (8') in height and thirty (30) square feet in area; however, a round kiosk sign may be a maximum of fifty (50) square feet in area. Kiosk signs may be internally or externally illuminated.
 - v. **Miscellaneous Sign** – a type of sign outlined in the Overlay District that may be an attached or a free-standing sign as specifically set forth in this exhibit.
 - w. **Monument Sign** – a Free-standing Sign that is supported by a solid base (other than poles) such that the bottom of the sign face is three feet (3') or less above grade and no air space is visible within or between any portion of the sign display area and sign structure. A monument sign may identify a project or district, or marking an entrance, which can incorporate a single or multiple licensed business listing.
 - x. **Multiple Tenant Sign** – a sign intended to provide identification to a multiple tenant commercial development in which more than two (2) tenants occupy.
 - y. **Obsolete Sign** – a sign relating to or identifying a business or activity which has not been conducted on the premises for six (6) months, or to a transpired event or a sign which has missing or broken panels, broken or damaged supports or frame, or otherwise displays inadequate maintenance, dilapidation, obsolescence or abandonment.
 - z. **Project Announcement Signs** – a Miscellaneous Sign that is used to announce upcoming events such as "Grand Opening" or "Coming Soon" or an incoming business.
 - aa. **Project Banner** – a Miscellaneous Sign attached to or applied on a strip of cloth, vinyl, or similar material and attached to a wall, pole, or light standard. An example of a Project Banner sign is included as Appendix 3. Project Banners may have an area up to fifteen (15) square feet. A permit is not required to install a Project Banner sign.

- bb. Project Identification Sign – a Miscellaneous Sign located on the premises for identification of the Development Area.
- cc. Projecting Sign – an Attached Sign forming an angle with a building which extends from the building and is supported by the building.
- dd. Pylon Sign – a Free-standing-sign in excess of ten feet (10') in height that is detached from a building and is supported by one or more structural elements which are architecturally similar to the design of the sign identifying a district or marking an entrance, for multiple licensed business listings.
- ee. Real Estate Sign – a Free-standing sign advertising the premises for sale, rent or lease.
- ff. Roof Sign – an Attached sign which is higher than the roof to which it is attached. Signs attached to the lower slope of a roof or attached to a parapet wall above a flat roof are considered wall signs. Signs on mansard or canopy roofs are considered wall signs.
- gg. Sandwich Board – a Free-standing Sign with two (2) large boards bearing a sign display on each side, hinged at the top with one (1) board in front and the other behind creating an "A" frame, used for advertising.
- hh. Secondary Sign – a sign that does not identify the licensed business, but references goods sold or services performed in the facility.
- ii. Sign Area – the area enclosed by the smallest imaginary regular shape (e.g., parallelogram, triangle, circle, trapezoid, etc.), or combination of regular shapes that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the display or used to differentiate the sign from the backdrop or structure against which it is placed. Sign Area does not include such features as decorative or ornamental elements or features, borders, trims, or any supporting structure that is used solely for support of the sign, such as poles, columns, and cable or decorative fence, screening device, or wall.
- jj. Single Tenant Sign – a sign intended to provide identification to a building with a single tenant only.
- kk. Suspended Sign – an attached sign which is attached to the underside of a horizontal plane or arm and is supported by the horizontal plane.
- ll. Temporary Sign – a Miscellaneous Sign which is intended for temporary use or which is not permanently mounted and intended for a designated period of time.
- mm. Trade Dress – branding or other features that represent a licensed business's unique or distinct colors, materials, elements, shapes, designs, or other similar features that are trade-marked, service marked, or copyrighted designs that identify a national business or that presents to the public a recognizable brand, product or business concept.
- nn. Wall Sign – an Attached Sign other than a projecting sign or a temporary banner sign, which is permanently attached to or painted on any wall of any building and projects from the plane of the wall less than twelve inches (12").

oo. Window Sign – an Attached Sign which is not a temporary sign and which is attached to, painted on or etched into a window or which is displayed within twelve inches (12") of the window and is legible from outside the window.

2.3 Common Signage Plan – sign permits shall be issued pursuant to Springdale Code of Ordinance Chapter 98 however, prior to the issuance of any sign permit in the overlay district a common signage plan for the development shall be filed with the Planning Department and approved.

a. The Common Signage Plan shall consist of drawings, sketches and/or photographs to be submitted and kept on file to demonstrate the common signage plan. The common signage plan shall consist of three (3) elements:

- (1) Location – identification of sign locations on all buildings and property.
- (2) Materials – description of the type of allowed sign and sign materials, including construction materials and proposed lighting, if any.
- (3) Size – itemization of each sign type, size and/or area at identified locations.

b. Multiple Signs – where more than one sign is located on a property, or where more than one building or business is located in a single development project, such as a shopping center, the common signage plan will demonstrate that these elements create consistency and uniformity among signs within the project. The requirements of a common signage plan shall apply to all businesses within a related project, even if the properties have been subdivided.

c. Review and Approval of Common Signage Plan – the Common Signage Plan shall be reviewed by the Planning Department for compliance with zoning and overlay district requirements.

d. Minor Alterations – minor alterations in sign locations resulting from unexpected conditions on site may be approved by the Planning and Community Development Director or the Director's designated representative and shall be documented by the submission of a revised Common Signage Plan.

e. Amendments – revisions or amendments to the common signage plan shall require documentation from all tenants on the property and shall be submitted for approval.

2.4 Sign Permitting

- a. **Permit Application** – a sign permit application as set forth in Springdale Code of Ordinances Chapter 98 shall be submitted and reviewed by the Building Inspection Department for compliance with construction and installation standards, electrical and ICC Building Code requirements prior to issuance of a sign permit.
- b. **Sign Installation Permit** – a Sign Installation Permit to erect or install the approved signs may be issued following the approval of the Common Signage Plan and sign permit application. The applicant shall request an inspection after installation of permanent signs.
- c. **Sign Permit** – a Sign Permit shall not be issued until inspections have been conducted and any outstanding issues corrected.
- d. **Expiration of Sign Installation Permit** – a Sign Installation Permit, to erect or install a permanent sign, shall be null and void if sign installation is not completed within six (6) months or the signs are not in conformance with the approved Common Signage Plan and permit application. The Building Inspector may grant one thirty (30) day extension to the sign permit.
- e. **Revocation of Permits** – the Planning Director and Building Inspector or their designee may revoke a Sign Installation Permit or an approved Sign Permit if a sign is found to be in violation of this section.

2.5 Signs Allowed Without a Permit

- a. **Identification Signs** – customary identification signs, such as: building number, addresses, private parking signs, or no trespassing signs that are no larger than three (3) square feet in sign area.
- b. **Incidental or directional signs** – signs that give information or direction for the convenience and necessity of the public, such as “entrance”, “exit”, “no admittance”, “telephone”, or “parking, subject to the following regulations:
 - (1) Maximum area – three (3) square feet
 - (2) Maximum height – four feet (4')
 - (3) Subject – shall not contain any logos
- c. **Interior signs/window sign.** Signs visible only from the interior of a structure, such as in a mall, where they are not visible from a public right-of-way or public space. Any sign, pictures, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window shall not exceed 40% of the window area.

- d. **Non-profit announcements** – announcements by public or non-profit organizations of fund raising events, special events or activities of interest to the general public, other than political signs, subject to the following regulations.
 - (1) **Maximum area** – thirty-two (32) square feet
 - (2) **Maximum number allowed** – one (1) per lot, tract or parcel
 - (3) **Time period** – signs may be erected up to two (2) weeks prior to the event.
 - (4) **Removal** – signs shall be removed within three (3) days after the event.
 - (5) **Banner attachment** – shall be attached to a fixed structure, either a building or freestanding sign

- e. **Allowed special event signs** – when a property owner agrees to allow a non-profit announcement on their property, such sign shall not count toward the special sales event and promotion signage allowed by this article.

- f. **Political signs** – as allowed in Springdale Code of Ordinances Chapter 98.

- g. **Public notice** – any notice or warning required by valid and applicable federal, state or local law, regulation or ordinance.

- h. **Public sign** – any federal, state or local traffic control or other public sign.

- i. **Institutional directional signs** – off-site signs directing a person to an institution shall meet the following conditions:
 - (1) **Maximum area** – Six (6) square feet.
 - (2) **Maximum height** – Eight feet (8').
 - (3) **Maximum number permitted** – Four (4) per institution.
 - (4) **Subject** – such signs may only bear the name and address of the institution with direction and distance to the facility.
 - (5) **Permission** – such signs require property owner permission and may not be placed on the right-of-way.

- j. **Historical or Memorial Marker.** A sign or tablet attached to a building, indicating the date of construction and/or the names of the building or the principals involved in its construction. Also an attached sign on bona fide historic buildings.

- k. **Traffic Control Signs** – traffic control signs on private property such as “stop”, “yield”, and similar signs, the face of which meet Arkansas Department of Transportation standards, subject to the following regulations:

- (1) Maximum area – Eight (8) square feet.
 - (2) Subject – such sign shall not contain a logo or commercial message.
- l. Vending Machine Signs – signs on the face of a vending machine or product dispenser that refers to the product being sold or dispensed, or provides instructions for machine use. In addition, one sign not exceeding 4 square feet in area and containing information on the product being sold or dispensed or on products available on the same site may be attached to a vending machine or product dispenser.
 - m. Temporary Window Signs – signs of a temporary nature affixed to or painted on the inside surface of a window, provided that such signs are not illuminated.

2.6 Prohibited Signs

- a. Obsolete signs – as defined in Section 3.2 above or are overgrown with vegetation.
- pp. Off-site signs – signs that direct attention to a business, commodity, service or entertainment not conducted, sold or offered on the premises where the sign is located. Off-site signs include any sign which has been used as an off-site sign at any point after the adoption of this overlay district. This provision shall not prohibit the following signs:
 - (1) Off-site signs that existed on or before the adoption of this overlay district.
 - (2) Off-site signs that are located along federal aid primary highways or interstate highways for which sign compensation is regulated by state and federal law.
 - (3) Off-site signs that were erected and are permitted and maintained in compliance with state regulations and this exhibit; and
 - (4) Off-site signs specifically permitted within this overlay district.
- b. Pole sign – a freestanding sign in excess of six feet (6') in height that is detached from a building and is supported by one or more structural elements that are either: (1) architecturally dissimilar to the design of the sign; or (b) less than 1/4 the width of the sign face.
- c. Portable signs – any sign not permanently attached to the ground or other permanent structure, including but not limited to signs: with attached wheels; gas, air or hot air filled displays; and hand carried signs promoting a commercial interest.
- d. Vehicle signs – signs attached to or painted on vehicles including automobiles, trucks, boats, campers, and trailers, which are parked on or

otherwise utilizing a public right-of-way, public property or on private property so as to be intended to be viewed from a vehicular right-of-way for the basic purpose of providing advertisement for products or services or directing people to a business or activity. This definition is not to be construed to include those signs that identify a firm or its principal products on a vehicle or such advertising devices as may be attached to and within the normal unaltered lines of the vehicle of a licensed transit carrier, when and during that period of time said vehicle is regularly and customarily used to traverse the public highways during the normal course of business.

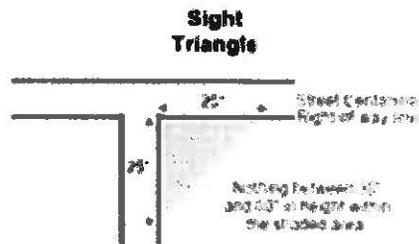
e. Signs placed upon a tree or a natural, in place rock.

2.7 Nonconforming, Obsolete, and Unpermitted Signs – signs which were lawful at the time of their construction or placement but are not in conformance with this exhibit shall be permitted to be maintained as nonconforming signs until such time that the sign is damaged or in a state of disrepair or with a change of use of the site. At that time, the sign shall be replaced with a sign compliant with this section.

2.8 Permitted Signs

a. General Requirements

- (1) Code Compliance – all signs shall be erected, displayed, altered, and reconstructed in conformance with this article, applicable City regulations and applicable provisions of the ICC Building Code and the National Electrical Code.
- (2) Materials – all signs shall be constructed of permanent materials and permanently affixed to the ground or building except as otherwise set forth in this article and except for the following signs; real estate signs; window signs; and political and election signs.
- (3) Sight Triangle – installation of a sign shall not constitute a hazard to traffic including but not limited to signs located within the site triangle of an intersection. The sight triangle is defined by a triangular area formed by a diagonal line connecting two points on intersecting street rights-of-way, measured twenty-five feet (25') along each right-of-way starting at the intersection point.

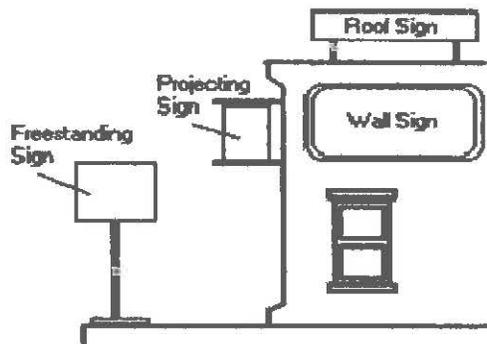


- (4) **Maintenance** – all signs, to include permanent and temporary signs and signs that do and do not require a permit, shall be maintained in good condition, kept free of cracked or peeling painting, missing or damaged sign panels or supports, and weeds, grass or vegetation which obscures the view of the sign message. Sign landscaping shall be maintained so as not to interrupt the view of the sign.
- (5) **Obstruction** – installation of a sign shall not block entrances or exits to buildings including windows, doors, and fire escapes.
- (6) **In public right-of-way** – sign, including supports, frames, and embellishments, shall not be located within a public right-of-way and or attached, affixed, or painted on any utility pole, light standard, utility box or pedestal, tree, rock or other natural object located within the public right-of-way or on public property, except as specifically permitted in this section. Generally, signs located away from the street behind the sidewalk or utility poles shall be considered to be located outside the public right-of-way.
- (7) **Illumination** – signs may be illuminated as outlined below:
 - (a.) **Source** – illumination shall be in a manner which avoids glare or reflection which in any way interferes with traffic safety. External illumination is preferred.
 - (b.) **External illumination** – external illumination shall be selected, located, aimed and shielded so that direct illumination is focused solely on the sign face, away from adjoining properties and public street right-of-way. Down-lighting is preferred.
 - (c.) **Strung lights** – signs shall not be illuminated by a string of lights placed around the sign.
- (5) **Changeable Copy Signs** – manual changeable copy signs and electronic changeable copy signs shall be allowed as outlined subject to the following:
 - (a.) **Areas** – see specific type sign for maximum areas of a sign devoted to changeable copy.

(b.) Copy rotation – each message and/or image shall be displayed for at least 30 seconds before alternating to the next.

qq. Permitted Sign Types – the following sign types are the **only** signs allowed in the Overlay District and must be permitted as outlined in section 3.4 above prior to installation.

- (1) Free-standing Signs – pylon; gateway; icon; monument, kiosk, sandwich board.
- (2) Attached signs – wall, canopy and awning signs, door and window signs and blades.



- (3) Miscellaneous Signs – banners, project announcement signs, land available and real estate signs, wind devise signs.

rr. Requirements for Specific Sign Types

(1) Free-Standing Signs

(a.) Pylon Sign Type 1 – See examples in Section 3.8c(5) for sign design.

- Size – maximum allowable height of sixty feet (60'); maximum area of seven hundred (700) square feet per sign area.
- Location – allowed only along the road frontage of an expressway as identified on the adopted Master Street

Plan. Signs shall be placed no closer than two hundred feet (200') from side property lines.

- **Setback** – minimum setback of fifteen feet (15') from the right-of-way of said street and a maximum setback of twenty five feet (25').

(b.) **Pylon Sign Type 2** – See examples in Section 3.8c(5) for sign design.

- **Size** – maximum allowable height of forty feet (40'); maximum sign area of five hundred (500) square feet per sign area.
- **Location** – allowed only along the road frontage of an expressway; and arterials as identified on the adopted Master Street Plan. Signs shall be placed no closer than one hundred feet (100') from side property lines.
- **Setback** – minimum setback of fifteen feet (15') from the right-of-way of said street and a maximum setback of twenty-five feet (25').

(c.) **Pylon Sign Type 3** – See examples in Section 3.8c(5) for sign design.

- **Size** – maximum allowable height of twenty feet (20'); maximum sign area of two hundred eighty (280) square feet per sign area.
- **Location**—allowed only along the road frontage of an expressway; arterials; and major or minor collector as identified on the adopted Master Street Plan. Signs shall be placed a minimum of two hundred feet (200') for another sign on the same property. Although this will not restrict the ability to place at least one (1) sign per property.

(d.) **Monument Sign 1** – See examples in Section 3.8c(5) for sign design.

- **Size** – maximum allowable height of twelve feet (12'); maximum sign area of one hundred (100) square feet per sign area.
- **Location** – allowed along all street frontage in the overlay district. Signs shall be placed a minimum of one hundred fifty feet (150") apart.

- (e.) **Monument Sign 2** – See examples in Section 3.8c(5) for sign design.
- **Size** – maximum allowable height of ten feet (10'); maximum sign area of one hundred (100) square feet per sign area.
 - **Location** – allowed along all street frontage in the overlay district. Signs shall be placed a minimum of 100 hundred feet (100') apart.
- (f.) **Sandwich Board or "A" Frame** – designed and constructed so as to promote and not visually obscure the significant architectural features of the overlay district.
- **Size** – maximum sign height shall be three feet (3'), maximum sign width shall be two feet (2')
 - **Location** – sidewalks must be at least ten feet (10') wide in order to erect or maintain a sandwich board or "A" frame sign. Signs must be properly anchored (temporarily) or weighted against the wind. Sign shall not be placed in front of adjoining tenant.
 - **Removal** – sidewalk signs permitted under this section shall be removed each day by close of business, and be replaced or removed when the appearance or condition of the sign deteriorates through damage, weathering etc.
- (g.) **Changeable message board** – chalkboards or changeable letters may be used for daily changing messages. Signs must be removed after business hours.
- (h.) **Highway Icons** – obelisks, towers, freestanding columns or other vertical freestanding elements.
- **Size** – shall be allowed up to seventy-five feet (75') tall and ten feet by ten feet (10'x10') at the base.
 - **Informational sign** – an icon sign may have an information sign included for community activities, but no specific tenant advertising.
 - **Changeable Message Board** – may have a changeable message board with a maximum size of two hundred fifty (250) square feet.
- (i.) **Gateway Signs** –
- (j.) **Kiosk Signs**. in Section 3.8c(5) for sign design.

- Size – maximum height eight feet (8'); maximum sign areas thirty (30) square feet; however a round kiosk sign may be a maximum of fifty (50) square feet in sign area.
- Location – may be placed on private developments, or in public right-of-way by specific agreement with the City. Minimum spacing is two hundred feet (200') between signs and fifty feet (50') from a street intersection with confirmation of compliance with visibility triangle requirements.

(2) Attached Signs

(a.) General Requirements – includes wall, canopy an awning signs.

- Total square footage of all attached signs located on a canopy or on a given side of a building shall not exceed twenty percent (20%) of the total square footage of the wall area on that side of the building, up to a maximum eight hundred (100) square feet.
- Signs shall be composed of individual, freestanding letters unless this conflicts with a part of the tenant's national identity or trade dress. The freestanding letters may be placed on a backing plate. Signs that propose non-freestanding letters may be allowed, with specific approval. All necessary sign supports and electrical connections shall be concealed.
- Illumination, internally – illuminated signs must derive light from a concealed source, except exposed neon signs must be enclosed with a can and have a clear cover of Plexiglas. No other exposed lamps, or tubes will be permitted. The minimum depth for illuminated signs shall be four inches (4"). Illuminated signs maybe "pegged out" from mounting surface for silhouette effects.
- Illumination, externally – signs may be externally illuminated by wall mounted fixtures. External illumination must direct light at the sign only and avoid spill-over of light.
- No exposed Neon or LED "strip" or "accent" lighting is allowed on the building or adjacent facades. Neon or

LED within a cove, which hides the lamp source but allows light to spill outward on the building face, may be allowed with specific approval.

(b.) Wall Signs

i. Total square footage of all attached signs located on a canopy or on a given side of a building shall not exceed twenty percent (20%) of the total square footage of the wall area on that side of the building, up to a maximum eight hundred (100) square feet.

ii. Signs shall be composed of individual, freestanding letters unless this conflicts with a part of the tenant's national identity or trade dress. The freestanding letters may be placed on a backing plate. Signs that propose non-freestanding letters may be allowed, with specific approval. All necessary sign supports and electrical connections shall be concealed.

iii. Illumination, internally – illuminated signs must derive light from a concealed source, except exposed neon signs must be enclosed with a can and have a clear cover of Plexiglas. No other exposed lamps, or tubes will be permitted. The minimum depth for illuminated signs shall be four inches (4"). Illuminated signs may be "pegged out" from mounting surface for silhouette effects.

iv. Illumination, externally – signs may be externally illuminated by wall mounted fixtures. External illumination must direct light at the sign only and avoid spill-over of light.

v. No exposed Neon or LED "strip" or "accent" lighting is allowed on the building or adjacent facades. Neon or LED within a cove, which hides the lamp source but allows light to spill outward on the building face, may be allowed with specific approval.

(c.) Canopy Sign – One (1) sign is permitted per licensed business for each of the business's customer entrances.

- Attached canopy – shall not extend upward to a height greater than the highest part of the roof or any exterior wall on which it is mounted. In no case shall the sign extend beyond the vertical edge of the canopy to which it is attached.

- Freestanding canopy – for determining the maximum allowable signage area for a free standing canopy the side of the building with the customer entrance that allows the canopy sign shall be the side of the building that is used for calculating the square footage of wall space.
 - Fuel canopies – signage for fuel canopies shall be limited to log signs.
- (d.) Awning Sign. One (1) fixed awning sign is permitted per awning and are allowed in addition to canopy signs. The sign shall be flat against the surface of the awning with a clearance of eight feet (8') above a public right-of-way or front yard. The sign shall be not be closer than two feet (2'), measured in horizontal distance, from the curb line of any street. Any fabric awning valance may not extend more than 1 foot below the rigid mount of the awning.
- (e.) Door Sign
- (f.) Window Sign – any sign, pictures, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window shall not exceed forty percent (40%) of the window area.
- (g.) Blade Sign – Refer to Appendix ___ for an example
- Number of signs – a one (1) blade sign is permitted per tenant. Corner tenants are permitted two (2) blade signs, one on each storefront opening or entry.
 - Size - Maximum sign area of twelve (12) square feet per tenant. Minimum clearance below sign to be seven feet six inches (7'6").
- (3) Miscellaneous Signs – the following types of miscellaneous signs shall be permitted.
- (a.) Banners -- sign ordinance requirements
- (b.) Project Announcement Signs
- Size -- maximum sign areas not exceeding one hundred (100) square feet per sign area for the purposes of selling or leasing parcels. All Project Announcement Signs must be at least two hundred feet (200') apart.
 - Materials -- all signs must be constructed with a metal frame (or painted wood posts of three inches (3") by three inches (3") minimum), and have acrylic or metal

panels and comply with the color palate adopted as part of the Overlay Design Standards. A typical Project Announcement Sign can be found in Appendix 4.

(c.) Land Available and Real Estate Signs – signs offering land available for sale or lease.

- Size – maximum sign areas not exceeding ninety-six (96) square feet per sale or lease parcel provided that no more than one sign be installed for each three hundred (300) feet of frontage.
- Materials – all signs must be constructed with a metal frame (or painted wood posts of three inches (3") by three inches (3") minimum), and have acrylic or metal panels.
- Sign Duration

(d.) Wind Device Signs – on premise, windblown signs such as pennants, flags and streamers for special events and grand openings.

- Size – maximum size twenty (20) square feet in area.
- Allowable number – no limit to number of wind device signs along main circulation routes or in Development Areas where said signs are not visible from I49 or Highway 412. If visible from one of these highways, wind device signs shall be spaced a minimum of two hundred fifty (250') apart.

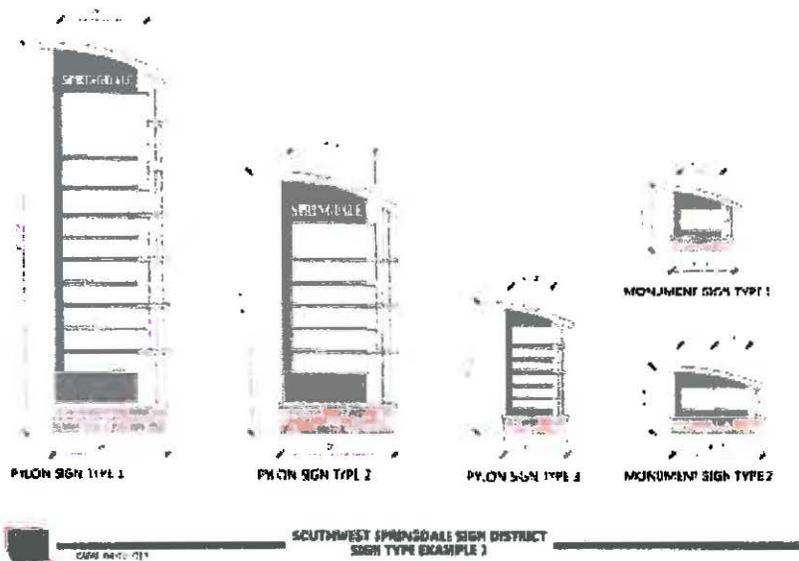
(4) Sign requirements for specific uses – churches, schools, libraries, community centers or other public/semi-public facilities shall be allowed signs as follows:

(a.) Facilities with a land area of 10 acres or less shall be allowed two wall signs, with not more than one on a façade. No such sign shall have an overall area exceeding 32 square feet. In lieu of one of the wall signs, one detached monument sign shall be permitted. Such monument sign shall be located on the premises and not less than 10 feet from the street right-of-way, and each sign face shall not exceed 32 square feet in area. The height of such sign shall not exceed 5 feet above the average grade; provided, that for each 2-foot setback from the street right-of-way in excess of 10 feet, an additional foot may be added to the height of the sign to a maximum of 8 feet.

(b.) Facilities with a land area of more than 10 acres shall be allowed three wall signs, with not more than one on a façade. No such sign shall have an overall area exceeding 50 square feet. In lieu of one or two of the wall signs, one or two detached monument sign(s) shall be permitted, one per street frontage, provided that the total number of signs for the facility shall not exceed three. Such monument sign(s) shall be located on the premises and not less than 10 feet from the street right-of-way, and each sign face shall not exceed 50 square feet in area. The height of such sign shall not exceed 5 feet above the average grade; provided, that for each 2-foot setback from the street right-of-way in excess of 10 feet, an additional foot may be added to the height of the sign to a maximum of 8 feet.

(5) Signage Examples – All signage examples are for illustrative purposes and to further define size calculations required for various sign types.

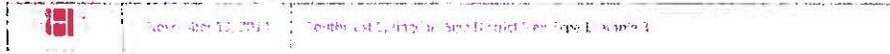
(a.) Pylon and Monument Signs



Type 1 Pylon Sign



Type 2 Pylon Sign



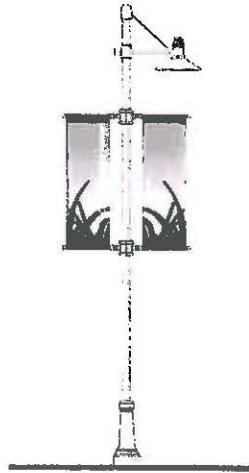
(b.) Kiosk Sign Examples



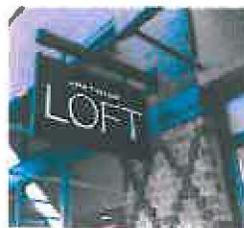
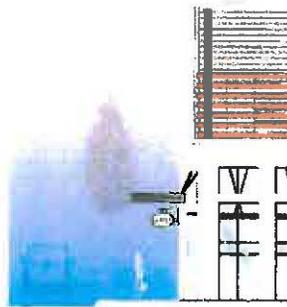
(c.) Site Sign Example



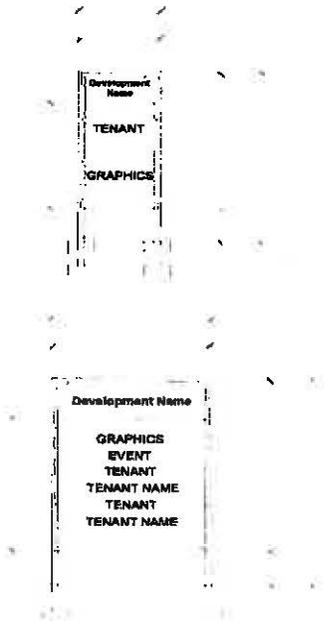
(d.) Pole Banner Sign Examples



(e.) Blade Sign



(f.) Project Announcement Sign Examples



(g.) Building Signage Examples



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY LOCATED AT 5110 DEARING ROAD TO
JERRY HORTON.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

0.20 acres, more or less, located north of Don Tyson Parkway, Springdale, Washington County, Arkansas, also known as 5110 Dearing Road, Washington County Tax Parcel Number 815-29107-400 ("the Property").

WHEREAS, the City acquired the Property from Arvest Bank by way of an eminent domain action in 2013, and is an uneconomic remnant;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

WHEREAS, Jerry Horton has made an offer to purchase the Property from the City for the sum of \$9,000.00, which is the appraised value of the Property;

WHEREAS, the amount offered by Jerry Horton for the Property is reasonable in that it would allow the proposed buyer to combine the Property with adjacent property it already owns at this particular location;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Jerry Horton for the total sum of \$9,000.00.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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4. LOAN AND CLOSING COSTS: Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

Buyer will pay all closing cost

5. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 5, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands that failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

6. EARNEST MONEY:

A. Yes, see Earnest Money Addendum.

B. No.

7. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of :

A. The Deposit is not applicable.

B. Buyer will pay to Seller the Deposit in the amount of \$ _____

i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.

ii. Other: _____

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8. **CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.**

Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

9. **SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM:** Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.

- A. No soil percolation or soil morphology test or septic system permit shall be provided.
- B. A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within _____ days prior to Closing. As satisfactory soil percolation or soil morphology test does not necessarily guarantee a septic system permit will be issued in the future. Test to be provided and paid for by:
 Buyer Seller.
- C. A septic system permit will be issued by the Arkansas Department of Health for a _____ Bedroom Standard System certified within _____ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by:
 Buyer Seller.
- D. Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health. Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 9B, 9C or 9D, Buyer shall have all rights provided by Earnest Money Addendum of this Real Estate Contract.

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10. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 10A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

A. New survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor. showing property lines only showing all improvements, easements and any encroachments will be provided and paid for by: Buyer Seller Equally split between Buyer and Seller.

B. No survey shall be provided.

C. Other: Any survey that the City may have.

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

11. TITLE REQUIREMENTS: Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.

B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.

C. Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).

D. Other: Buyer to pay all closing cost

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

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12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

13. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) ~~March~~ MAY (day) 27, (year) 2015. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 13 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

14. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

15. POSSESSION: Possession of the Property shall be delivered to Buyer:

A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).

B. Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.

C. Delayed Possession. (See Delayed Occupancy Addendum attached)

D. Prior to Closing. (See Early Occupancy Addendum attached)

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16. OTHER CONTINGENCY:

A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

B. This Real Estate Contract is contingent upon:

Feasibility Study until 3/25/2015 5-27-15

on or before (month) MARCH (day) 26, (year) 2015.

During the term of this Real Estate Contract (Select one):

- (i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur ___ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 5, 9, 10, 18, and 21B refer to the time Buyer removes the contingency.
- (ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

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Prepared by: Jerry Horton | Weichert, REALTORS Griffin-Spg | jhorton@weichertgriffin.com |

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17. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

18. SELLER PROPERTY DISCLOSURE:

- A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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Real Estate Contract (Lots and Acreage)

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19. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

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Real Estate Contract (Lots and Acreage)

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20. OTHER:

~~Closing will be March 27th 2015 or before.~~ *JS*

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

22. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

23. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

24. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

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Serial# 080864-200142-2393111

Prepared by Jerry Horton | Weichert REALTORS Griffin-Spg | jhorton@weichertgriffin.com

Real Estate Contract (Lots and Acreage)

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- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 26. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 28. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 29. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 30. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045.4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 31. LICENSEE DISCLOSURE:** Check all that apply.
- A. Not Applicable.
- B. One or more parties to this Real Estate Contract acting as a Buyer Seller hold a valid Arkansas Real Estate License.
- C. One or more owners of any entity acting as Buyer Seller hold a valid Arkansas Real Estate License.
- 32. EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) February
(day) 11, (year) 2015, at 12:00 (a.m.) (p.m.).

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Serial# 080864-200142-2393111

Prepared by Jerry Horton | Weichert REALTORS Griffin-Spg | jhorton@weichertgriffin.com |

Real Estate Contract (Lots and Acreage)



2019
AMERICAN
REAL ESTATE
ASSOCIATION

Page 1 of 3

THIS IS A LEGAL BINDING REAL ESTATE CONTRACT AND IS SIGNED BY THE PARTIES BELOW. PLEASE CAREFULLY READ AND EMPLOY AN ATTORNEY TO REVIEW THIS CONTRACT FOR YOU. IF YOU ARE AN UNLICENSED BUYER, YOU SHOULD CONSULT YOUR ATTORNEY BEFORE SIGNING. PLEASE PRINT FULL NAMES AND FULL ADDRESSES ABOVE. THE PARTIES SHOULD BELOW SIGN. THEIR RIGHT TO HAVE AN ATTORNEY REVIEW THIS CONTRACT AND HAVE AUTHORIZED REAL ESTATE AGENTS TO SELL IN THE COURSE OF BUSINESS.

THIS FORM IS PRINTED ON AN ECO-FRIENDLY PAPER BY THE AMERICAN REAL ESTATE ASSOCIATION. THE SERIAL NUMBER BELOW IS UNIQUE NUMBER AND IS FOUND ON ANY OTHER FORM. THIS REAL ESTATE FORM SOURCE IS AN ORIGINAL PRINTING, NOT MACHINE-COPIED OR REPRODUCED. THE FORM MAY HAVE BEEN REVISED WITHOUT NOTICE. THIS FORM IS FORM 1001 PREPARED AT THE DECEMBER 31, 2019.

160704 2001-2 1593117

The above Real Estate Contract is executed on:

month day year at time pm

The Griffin Company Commercial Division

By

CARTER CLARK

Principal or Executive Broker

Jerry Horton and or Assigns

Buyer

By *Jerry Horton*

Jerry Horton

Selling Agent

Buyer

The above Real Estate Contract is executed on:

month day year at time pm

By

Principal or Executive Broker

Seller

Listing Agent

Seller

The above offer was rejected counter-offered Form No. of Number

month day year at time pm

Seller's Initials

Seller's Initials

RESOLUTION NO: _____

**A RESOLUTION APPROPRIATING CAPITAL
IMPROVEMENT FUNDS FOR THE CITY OF SPRINGDALE
FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department has a need for furniture, office equipment and various other equipment for the two new fire stations currently under construction, and;

WHEREAS, the Fire Chief has estimated the total cost for the needed equipment to be \$79,216, and;

WHEREAS, the Fire Chief has requested an appropriation from the CIP funds for the purchase of this furniture and equipment, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$79,216 of capital improvement funds is hereby appropriated for the purchase of furniture, office equipment and various other equipment needed for the two new fire stations.

PASSED AND APPROVED this 24th day of February, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Springdale Fire Department

February 11, 2015

Mayor Doug Sprouse;

Please find attached a list of the Furniture, Fixtures, and Equipment for the new stations 2 and 3. Be advised that we have separated out the list based on each station need as well as CIP requests and Bond money requests based on the wishes expressed by you and the council in earlier meetings with wanting to buy some of the items that we felt would not last the 20 year bond cycle. Those items are listed as Capital Improvement Purchases (CIP) and the longer lasting items listed under proposed bond money purchases. This is only a suggestion from the fire department. Again, I am hopeful that this incorporates all of the Owner Furnished, Owner Installed (OFOI) items that we can find listed in the plans. Thank you for your time and efforts in bringing the new stations on-line and functional. These new stations should serve our community for many years to come in a very efficient and effective manner.

Mike Irwin
Chief



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

FF&E request for New Stations		
Item	Per Station Cost	Sub-total for Both

Suggested CIP Funds		
File Cabinets	\$1,375	\$2,750
Office Chairs	\$1,100	\$2,200
Reception Chairs	\$280	\$560
Occasional Tables	\$375	\$750
Beds/Matresses	\$2,960	\$5,920
Desks/ Chairs	\$2,720	\$5,440
Dining Table and Chairs	\$2,960	\$5,920
Recliners	\$4,000	\$8,000
Grill	\$450	\$900
Outdoor Furniture	\$800	\$1,600
TV's	\$2,700	\$5,400
Dishes/ Kitchen	\$1,150	\$2,300
Misc.	\$1,000	\$2,000
Extractor	\$9,500	\$19,000
Washer and Dryer	\$1,200	\$2,400
Toiletry items -dispensers	\$783	\$1,566
Towels	\$225	\$550
Mowers and Equipment	\$5,980	\$11,960
Sub-Total	\$39,558	\$79,216

Suggested Bond Money		
Exercise Equipment	\$16,000	\$32,000
Alerting System	\$43,000	\$86,000
SCBA Compressor	\$49,000	\$98,000
Sub-total of Bond Money	\$108,000	\$216,000
TOTAL	\$147,558	\$295,216

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
PURCHASE OF EXERCISE EQUIPMENT FOR
THE FIRE DEPARTMENT**

WHEREAS, the City of Springdale has two new fire stations under construction, and

WHEREAS, the Fire Chief has expressed a need for new exercise equipment for these stations, and

WHEREAS, the estimated cost of this equipment is \$32,000, and

WHEREAS, the purchase of this equipment with funds from the Fire Department Bond Construction Fund would be appropriate;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$32,000 of funds from the 2012 Fire Department Bond Construction Fund to purchase exercise equipment is hereby approved.

PASSED AND APPROVED this 24th day of February, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR PURCHASE OF ALERTING SYSTEM
EQUIPMENT FOR THE FIRE DEPARTMENT**

WHEREAS, the two new fire stations under construction will need alerting system equipment installed, and

WHEREAS, the Fire Chief prefers to purchase this equipment from ComTech Communications due to the ability of their equipment to adapt to several different systems, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

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

Section 1. This Council finds that due to the specific needs of the alerting system competitive bidding is not feasible and is hereby waived for the purchase with funds from the 2012 Fire Department Bond Construction Fund of alerting system equipment from ComTech Communication with the purchase price not to exceed \$86,000.

Section 2. Emergency Clause. Due to the time required for delivery and installation it is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 24th day of February, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Springdale Fire Department

Memorandum

To: Mayor Doug Sprouse
CC: Wyman Morgan
From: Mike Irwin, Fire Chief
Date: January 28, 2015
Re: CommTech Alerting System and Waiving of Competitive Bidding

During the planning and design of the new fire stations, we had included a new alerting system which not only complies with NFPA 1221 requirements, but also relieved the added stress that has been identified by alerting tools previously utilized in the fire service. We had completed a lengthy process of looking at systems and came to the conclusion that the CommTech™ system fit our needs while allowing us the capabilities to add, and change the system as the interface or CAD or digital communications change. It truly seemed to be a product that could last the life of the stations.

We were under the impression that this was included in the build of our new stations, however, recently we have learned that this had been removed and is now considered an Owner Furnished system. We have included in the plans the exact system design that CommTech™ submitted to the architect and what we believed to be the item we were getting. Since this has not gone before any bid process, but has been in the plans and all conduit, boxes, and design specifics have been incorporated in the build, we are asking that the council allow us to purchase the CommTech™ system and waive competitive bids for this item.

We feel very comfortable in the fact that our station design committee completed the leg-work of several different companies and their offerings, and felt that the cost, expandability, and ability to adapt to several different systems and applications made it the best choice for us.

I appreciate your consideration into this matter.



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

Mike Irwin
Fire Chief

STATION 2 QUOTE



DATE: November 15, 2013

120 Main Avenue Sacramento, CA 95838
Office: (916) 568-7800 FAX: (916) 568-3555

SOLD TO: Springdale FD Contact: Address: 417 Holcomb City/St./Zip: Springdale, AR. 72765 Email: Phone: (479) 750-8104	SHIP TO: Station 2 Contact: 0 Address: 417 Holcomb City/St./Zip: Springdale, AR. 72765 Email: 0 Phone: (479) 750-8104	SALES REP: Dave Johnson (x122) ORDER NUMBER: CUSTOMER P.O. #: TYPE OF ORDER: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADD-ON <input type="checkbox"/> REPLACEMENT
---	---	--

ITEM	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT. AMOUNT
1	1	FS-10 Ltd	ComTech 10 Ltd Fire Station Alerting System Package <i>Package Includes</i> Alerting System Hub Up to 5 Decoders Up to 2 Fixed Alerting Zones Dual 12/24vdc Rack Mount Power Supply 100 Watt Rack Mount Amplifier Network Interface Module w/ Manual Dispatch Software App Analog Telephone Paging Interface Radio Monitor Switch 5 Speaker Light Combinations w/back backbox and Tile Bridge 5 Wall Mount Volume Controls UPS - Uninterruptable Power Supply, (10 min)	\$ 10,500.00	\$ 10,500.00
2	1	55053-703	7 Ft Open Floor Mount Rack with Power Strip and Radio Shelf	\$ 425.00	\$ 425.00
3	14	SPKL-1	Speaker Light Combinations w/back backbox and Tile Bridge (total = 19)	\$ 390.00	\$ 5,460.00
4	14	AT-10PA	Wall Mount Volume Control with Alert Over Ride	\$ 49.00	\$ 686.00
5	18	S86T72SPG8W	Indoor Ceiling Mount Speaker	\$ 63.50	\$ 1,143.00
6	1	HT8AERA	Alert Reset Switch	\$ 48.00	\$ 48.00
7	1	HT8AERA	In House Emergency Alert Button	\$ 48.00	\$ 48.00
8	4	110B	Soundsphere Apparatus Bay Speakers	\$ 310.00	\$ 1,240.00
9	6	AT-100PA	Wall Mount Volume Control with Alert Over Ride: App Bay Speakers	\$ 95.00	\$ 570.00
10	1	SPT-15A	Single Horn, External Weatherproof Speaker w/seal kit	\$ 155.00	\$ 155.00
11	1	HT8AEH	Mushroom Door Bell (Black)	\$ 48.00	\$ 48.00
12	2	BDT30A	Dual Horn, External Weatherproof Speaker w/seal kit	\$ 255.00	\$ 510.00
13	9	SSL	Small Strobe Light for Shower	\$ 215.00	\$ 1,935.00
14	1	DR-1	Pre Installation Wiring, Configuration and System Check Out	\$ 750.00	\$ 750.00
15	2	6330	Count Up/Down App Bay Timers	\$ 575.00	\$ 1,150.00
15	1	Misc	Installation Materials	\$ 4,550.00	\$ 4,550.00

All Sales are Valid on Approved Credit

NOTES:

TRANSPORTATION REQUEST

OVERNIGHT

2nd DAY

STANDARD

TERMS

NET 30

COD

ITEM TOTAL	\$ 29,218.00
FREIGHT	\$ 730.45
TAXES/RATE	0.000%
LABOR	\$ 23,100.00
TOTAL DOWN PAYMENT	\$ 53,048.45
BALANCE	\$ 53,048.45
PROPOSAL VALID FOR 90 DAYS	

AUTHORIZED CUSTOMER SIGNATURE X

Customer Order Form 1

STATION 2 QUOTE



DATE: January 26, 2015

120 Main Avenue Sacramento, CA 95838
Office: (916) 568-7800 FAX: (916) 568-3555

SOLD TO: Springdale FD Contact: Address: 417 Holcomb City/St./Zip: Springdale, AR. 72765 Email: Phone: (479) 750-8104	SHIP TO: Station 2 Contact: 0 Address: 417 Holcomb City/St./Zip: Springdale, AR. 72765 Email: 0 Phone: (479) 750-8104	SALES REP: <u>Dave Johnson (x122)</u> ORDER NUMBER: CUSTOMER P.O. #: TYPE OF ORDER: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADD-ON <input type="checkbox"/> REPLACEMENT
---	--	---

ITEM	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT. AMOUNT
1	1	FS-10 Ltd	ComTech 10 Ltd Fire Station Alerting System Package	\$ 10,500.00	\$ 10,500.00
		<i>Package Includes</i>	Alerting System Hub		
			Up to 5 Decoders		
			Up to 2 Fixed Alerting Zones		
			Dual 12/24vdc Rack Mount Power Supply		
			100 Watt Rack Mount Amplifier		
			Network Interface Module w/ Manual Dispatch Software App		
			Analog Telephone Paging Interface		
			Radio Monitor Switch		
			5 Speaker Light Combinations w/back backbox and Tile Bridge		
			5 Wall Mount Volume Controls		
			UPS - Uninterruptable Power Supply, (10 min)		
2	1	55053-703	7 Ft Open Floor Mount Rack with Power Strip and Radio Shelf	\$ 425.00	\$ 425.00
3	14	SPKL-1	Speaker Light Combinations w/back backbox and Tile Bridge (total = 19)	\$ 345.00	\$ 4,830.00
4	14	AT-10PA	Wall Mount Volume Control with Alert Over Ride	\$ 49.00	\$ 686.00
5	18	S86T725PG8W	Indoor Ceiling Mount Speaker	\$ 63.50	\$ 1,143.00
6	1	HTBAERA	Alert Reset Switch	\$ 48.00	\$ 48.00
7	1	HTBAERA	In House Emergency Alert Button	\$ 48.00	\$ 48.00
8	4	110B	Soundsphere Apparatus Bay Speakers	\$ 310.00	\$ 1,240.00
9	6	AT-100PA	Wall Mount Volume Control with Alert Over Ride: App Bay Speakers	\$ 95.00	\$ 570.00
10	1	SPT-15A	Single Horn, External Weatherproof Speaker w/seal kit	\$ 155.00	\$ 155.00
11	1	HTBAEH	Mushroom Door Bell (Black)	\$ 48.00	\$ 48.00
12	2	BDT30A	Dual Horn, External Weatherproof Speaker w/seal kit	\$ 255.00	\$ 510.00
13	9	SSL	Small Strobe Light for Shower	\$ 215.00	\$ 1,935.00
14	1	DR-1	Pre Installation Wiring, Configuration and System Check Out	\$ 750.00	\$ 750.00
15	2	6330	Count Up/Down App Bay Timers	\$ 575.00	\$ 1,150.00
15	1	Misc	Installation Materials	\$ 550.00	\$ 550.00

All Sales are Valid on Approved Credit

Final Installation Only AUTHORIZED CUSTOMER SIGNATURE X	TRANSPORTATION REQUEST <input type="checkbox"/> OVERNIGHT <input type="checkbox"/> 2nd DAY <input checked="" type="checkbox"/> STANDARD	TERMS <input checked="" type="checkbox"/> NET 30 <input type="checkbox"/> COD	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>ITEM TOTAL</td> <td>\$ 24,588.00</td> </tr> <tr> <td>FREIGHT</td> <td>\$ 614.70</td> </tr> <tr> <td>TAXES/RATE 0.000%</td> <td>\$ -</td> </tr> <tr> <td>LABOR</td> <td>\$ 11,500.00</td> </tr> <tr> <td>TOTAL</td> <td>\$ 36,702.70</td> </tr> <tr> <td>DOWN PAYMENT</td> <td></td> </tr> <tr> <td>BALANCE</td> <td>\$ 36,702.70</td> </tr> <tr> <td colspan="2" style="text-align: center;">PROPOSAL VALID FOR 90 DAYS</td> </tr> </table>	ITEM TOTAL	\$ 24,588.00	FREIGHT	\$ 614.70	TAXES/RATE 0.000%	\$ -	LABOR	\$ 11,500.00	TOTAL	\$ 36,702.70	DOWN PAYMENT		BALANCE	\$ 36,702.70	PROPOSAL VALID FOR 90 DAYS	
	ITEM TOTAL	\$ 24,588.00																	
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TOTAL	\$ 36,702.70																		
DOWN PAYMENT																			
BALANCE	\$ 36,702.70																		
PROPOSAL VALID FOR 90 DAYS																			
			Customer Order Form 1																

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR PURCHASE OF SCBA COMPRESSORS
FOR THE FIRE DEPARTMENT**

WHEREAS, the Fire Department is in need of two new SCBA Compressors and plans to have them installed in the two new fire stations under construction, and

WHEREAS, after researching SCBA compressors available from supplier the Fire Chief prefers to purchase this equipment from EVS-Emergency Vehicle Services, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

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

Section 1. This Council finds that due to the time required for delivery and installation competitive bidding is not feasible and is hereby waived for the purchase with funds from the 2012 Fire Department Bond Construction Fund of SCBA compressors from EVS-Emergency Vehicle Services with the purchase price not to exceed \$98,000.

Section 2. Emergency Clause. Due to the time required for delivery and installation it is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 24th day of February, 2015.

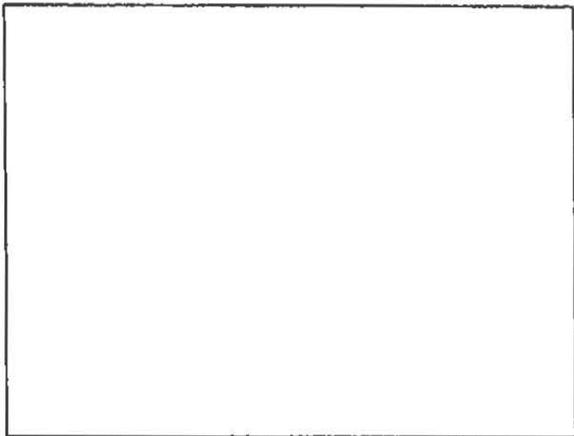
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM INSTITUTIONAL DISTRICT (P-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of February 3, 2015 for hearing the matter of a petition of 48th Street Office, LLC requesting that the following described tract of real estate be zoned from Institutional District (P-1) to General Commercial District (C-2):

Layman's Description: E. of I-49, W. of 48th, N. of Watkins

Legal Description: A part of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section Nine (9), Township Seventeen North (T-17-N), Range Thirty West (R-30-W) of the fifth principal meridian, Springdale, Washington County, Arkansas, being further described as follows:

Commence at a set mag nail being the southeast (SE) corner of said 40 acre tract, thence along the east line of said 40 acre tract, N 02° 33' 06" E a distance of 70.33 feet to a point; thence N 87° 48' 42" W a distance of 208.60 feet to a found 5/8 inch iron pin and the northern right of way line of Watkins Avenue (Right-of-way varies); thence continuing along said northern right of way line, N 87° 45' 54" W a distance of 70.51 feet to a set iron pin with cap "PLS 1439"; thence leaving said northern right of way line, N 03° 20' 00" E a distance of 478.46 feet to a set iron pin with Cap "PLS 1439"; thence N 86° 40' 00" W a distance of 71.50 feet to a set iron pin with cap "PLS 1439" and the point of beginning; thence N 03° 20' 00" E a distance of 80.00 feet to a set iron pin with cap "PLS 1439"; thence N 86° 40' 00" W a distance of 332.15 feet to a set iron pin with cap "PLS 1439" and the eastern right of way for Interstate 49; thence along the said eastern right of way line the following two calls, S 01° 32' 57" W a distance of 16.55 feet to a found Arkansas Highway and Transportation

Department 1 1/2 inch aluminum cap "PS 1392"; thence S 03° 22' 31" E a distance of 63.90 feet to a found Arkansas Highway and Transportation Department 1 1/2 inch aluminum cap "PS 1392"; thence leaving said eastern right of way S 86° 40' 00" E a distance of 324.17 feet to the **point of beginning**.

Said tract or parcel of land containing 0.06 acres (26,298 sq. ft.), more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Institutional District (P-1) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Institutional District (P-1) to General Commercial District (C-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

Doug Sprouse, Mayor

ATTEST:

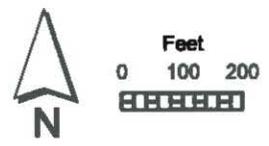
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

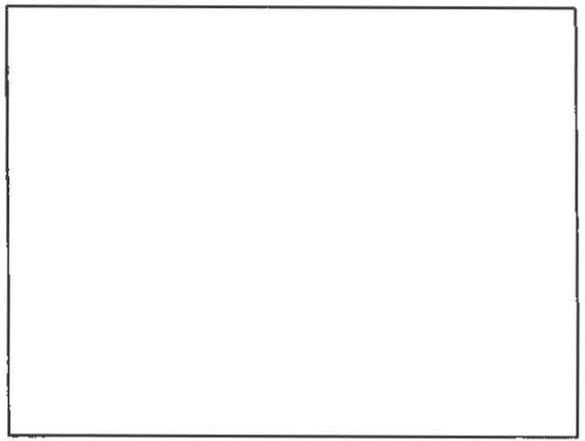


Public hearing sign posted: / / 2015
 Public hearing sign posted by: CS
 (S) Public Hearing Sign Location



FILE NUMBER: R15-05
APPLICANT: 48TH STREET OFFICE, LLC
REZONING REQUEST: FROM P-1 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
2/3/2015



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LIGHT INDUSTRIAL DISTRICT (I-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of February 3, 2015 for hearing the matter of a petition of Tyson Shared Services, Inc. requesting that the following described tract of real estate be zoned from Light Industrial District (I-1) to General Commercial District (C-2).

Layman's Description: 516 E. Emma Avenue

Legal Description: A part of lots 13, 14, 23 & 24 of Holcomb Second Addition, in the City of Springdale, Washington County, Arkansas, also being a part of the Northwest (NW 1/4) of the Southeast (SE 1/4) of Section 36, Township 18 North, Range 30 West of the fifth principal meridian, being more particularly described as follows:

Commence from the northeast corner of said 40 acre tract, thence N87° 42'01" W along the 40 acre line a distance of 27.88 feet to a point in line with the east line of said lots 14 & 23; thence S02°33'49" W a distance of 852.58 feet to the point of beginning, being on the east line of said lot 14 & 23; thence S02°33'49" W a distance of 852.58 feet to the point of beginning, being on the east line of said lot 14; thence S02°33'49" W a distance of 242.51 feet to a point on the right-of-way of Emma Avenue; thence N84°57'56" W a distance of 296.00 feet along said right-of-way to a point on the west line of said lot 24; thence N02°20'18" E along said west line of lot 24 a distance of 198.99 feet to a point; thence S02°20'18" E along said west line of lot 24 a distance of 198.99 feet to a point; thence S88°09'21" E a distance of 76.88 feet to a point; thence N02°10'45" a distance of 28.31 feet to a point; thence S87°49'23" E a distance of 219.83 feet to the point of beginning, containing 1.55 acres, more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Light Industrial (I-1) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Light Industrial (I-1) to General Commercial District (C-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

Doug Sprouse, Mayor

ATTEST:

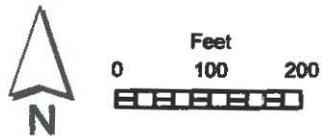
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public hearing sign posted: / / 2015
 Public hearing sign posted by: CS
 Public Hearing Sign Location



FILE NUMBER: R15-06 & B15-05
APPLICANT: TYSON SHARED SERVICES, INC.
REZONING REQUEST: FROM I-1 TO C-2
VARIANCE REQUEST: DRIVEWAYS, PARKING, & LANDSCAPING

CITY OF SPRINGDALE
PLANNING OFFICE
 PLANNING COMMISSION MEETING
 2/3/2015

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, AND THE CITY OF TONTITOWN, PURSUANT TO ARK. CODE ANN. §16-17-1203.

WHEREAS, the City of Tontitown, Arkansas, has a police department but does not have a district court;

WHEREAS, the City of Tontitown, Arkansas, wishes to have the cases generated by its police department prosecuted through the Springdale District Court;

WHEREAS, Ark. Code Ann. §16-17-1203 provides that a written agreement is to be entered into between the City of Tontitown and the governing bodies of the City of Springdale, Arkansas, and Washington County, Arkansas, concerning the annual contribution to the operational expenses of the Springdale District Court by the City of Tontitown, Arkansas;

WHEREAS, the annual contribution made by the City of Tontitown, Arkansas, to the Springdale District Court shall be a prorated amount based on the collection of fines derived from Tontitown cases filed in the Springdale District Court; and

WHEREAS, the City of Tontitown, Arkansas, Washington County, Arkansas, and the City of Springdale, Arkansas, wish to comply with the provisions of Ark. Code Ann. §16-17-1203.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an agreement (attached hereto as Exhibit "A") between the City of Springdale, Arkansas, Washington County, Arkansas, and the City of Tontitown, Arkansas, regarding the amount of annual contribution to the operational expenses of the Springdale District Court from the City of Tontitown, Arkansas,

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

AGREEMENT

This agreement is made and entered into between the City of Tontitown, Arkansas ("Tontitown"), the City of Springdale, Arkansas, and Washington County, Arkansas.

WITNESSETH:

WHEREAS, the City of Tontitown, Arkansas, has a police department but does not have a district court;

WHEREAS, the City of Tontitown, Arkansas, wishes to have the cases generated by its police department prosecuted through the Springdale District Court;

WHEREAS, Ark. Code Ann. §16-17-1203 provides that a written agreement is to be entered into between the City of Tontitown and the governing bodies of the City of Springdale, Arkansas, and Washington County, Arkansas, concerning the contribution to the operational expenses of the Springdale District Court by the City of Tontitown, Arkansas;

WHEREAS, the contribution made by the City of Tontitown, Arkansas, to the Springdale District Court shall be a prorated amount based on the collection of fines derived from Tontitown cases filed in the Springdale District Court; and

WHEREAS, the City of Tontitown, Arkansas, and the City of Springdale, Arkansas, wish to comply with the provisions of Ark. Code Ann. §16-17-1203.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree:

1. Springdale District Court shall allow Tontitown to process its cases in said district court;
2. Tontitown shall contribute annually to the operational expenses of the court on a prorated amount based on the amount of collections derived from Tontitown cases filed in the district court from Tontitown during the preceding calendar year, and such amount shall equal twenty percent (20.00%) of the fines collected (less "Act 988 fines") from Tontitown cases in the Springdale District Court, and shall be due and payable by February 1st of each calendar year;
3. For purposes of the calendar year 2014, said contribution shall consist of a one-time contribution of \$12,387.25 to the Springdale District Court; and
4. This agreement shall be considered the written agreement required by Ark. Code Ann. §16-17-1203, and the Mayor of the City of Tontitown is hereby authorized and directed to execute this agreement on behalf of the City of Tontitown, which shall then be submitted to the governing bodies of the City of Springdale, Arkansas, and Washington County, Arkansas, for their respective approval.

ACNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

Before me, a Notary Public, duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared Doug Sprouse and Denise Pearce, Mayor and City Clerk, respectively, for the City of Springdale, Arkansas, well known to me to be the persons whose names are subscribed to the foregoing instrument and stated to me that they executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

ACNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

Before me, a Notary Public, duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared Marilyn Edwards, Washington County Judge, for Washington County, Arkansas, well known to me to be the person whose is are subscribed to the foregoing instrument and stated to me that she had executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

ErnestCa/2015Misc/TontitownAgr

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN RESOURCE DIRECTOR TO SIGN AN ADDENDUM TO THE ORIGINAL AGREEMENT WITH NATIONWIDE RETIREMENT SOLUTIONS, INC. ALLOWING CITY EMPLOYEES THAT PARTICIPATE IN THE PLAN TO OBTAIN A LOAN AGAINST THEIR VOLUNTARY 457B RETIREMENT PLAN.

WHEREAS, City employees who participate in the Nationwide Retirement Solutions, Inc. voluntary 457b retirement plan have expressed an interest in the ability to obtain a loan against their 457b retirement plan;

WHEREAS, the City wishes to affirmatively state that this loan may be for the purchase of a participant's principal residence;

WHEREAS, in order for City employees to obtain a loan against their Nationwide Retirement Solutions, Inc. voluntary 457b retirement plan, it is necessary for the Mayor and Human Resource Director to sign an addendum to the original agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and Human Resource Director are hereby authorized to sign the attached addendum to the original agreement.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest B. Cate, City Attorney

GOVERNMENTAL PLANS
457(b) PLAN
PARTICIPANT LOAN ADMINISTRATIVE PROCEDURES

Nationwide Retirement Solutions, Inc. ("NRS") agrees to administer loans in accordance with the term of these Participant Loan Administrative Procedures as approved by the Sponsor of the Plan. The Sponsor is encouraged to consult with its legal advisors in determining whether the procedures identified herein are appropriate for its Plan.

The Sponsor acknowledges that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain compliance of the loan program with Internal Revenue Service guidelines. In such a case, NRS will provide the Sponsor with timely notice of such changes as they become necessary.

The following administrative procedures shall govern participant loans offered in the Sponsor's 457(b) Plan:

1. **Loan Administration.** Sponsor delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to Sponsor.
2. **Loan Eligibility.** Any Plan participant who is an active employee at the time a loan is made is eligible for a loan from the Plan. Each participant is entitled to one (1) loan from the Plan at any time, and may not take out additional loans until the prior loan has been repaid in full. In addition, a participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest and fees.
3. **Loan Application and Loan Agreement.** In order to receive a loan from the Plan, an eligible participant must complete a loan application and return it to NRS. A loan application fee of \$50.00¹ will be deducted from the participant's account(s) after the loan has been funded by the participant's account(s). Before a loan is issued, the participant must enter into a legally

¹ These fees and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

NRN-0854AO 05/2014

EXHIBIT "A"

enforceable loan agreement as provided by NRS on behalf of the Plan. If the Sponsor permits loans for the purchase of the participant's principal residence, the participant will be required to sign a primary residence certificate form and provide NRS with sufficient additional documentation to support the purchase of a principal residence.

A Plan loan shall be made only from the Before-Tax Deferral Account or, if applicable, Rollover Accounts that are not attributable to after-tax rollovers (including rollovers of Roth accounts). Loans may be withdrawn only from pre-tax balances, after tax money sources will not be included in the calculation of the Participant's account for purposes of calculating availability for a loan. Additionally, no loans will be funded from any after tax money source. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted. To the extent that insufficient funds from non-self-directed brokerage account are available to fund the loan, the loan shall not be approved.

4. Loan Repayment/Minimum and Maximum Loan Term. Repayment of any loan made to a participant shall be made in a manner and pursuant to the terms set forth in the loan agreement. Loans must be repaid through electronic debiting from a bank account. The participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing payments prior to the commencement of a loan. The minimum loan term over which a loan may be repaid is one (1) year. The maximum term over which a loan may be repaid is five (5) years (fifteen (15) years if the Sponsor permits loans for the purchase of the participant's principal residence) (See Section 17 below for more information about principal residence loans).

In the event that a participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a plan loan outstanding, the participant may continue to make payments on the loan.

5. Loan Amortization. Each loan shall be amortized beginning approximately thirty (30) days from the date the loan is processed in substantially equal payments consisting of principal and interest during the term of the loan. Payments of principal and interest shall be made in a manner and pursuant to the terms set forth in the loan agreement not less frequently than quarterly. The amount of the final payment may be higher or lower.

6. Loan Frequency. Each participant may have only one (1) Plan loan outstanding at any given time from the Plan. A Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until the participant repays the total amount outstanding on the loan. NRS shall offset an active or defaulted loan upon a participant's request for a full distribution of his or her account from the Plan.

7. Rejected Payments. The participant must pay the full amount of each payment (principal and interest) on the date that it is due. If NRS is unable to process an ACH debit payment on the date due, NRS will assess a fee of \$25.00 that will be deducted from the participant's account(s) and will notify the participant of the rejected payment. If a payment is rejected because of insufficient funds, NRS will attempt to process the payment a second time within five (5) days of the rejected payment. If the second ACH debit processing fails, NRS will attempt to process two (2) payments on the next payment due date. If this fails, one last attempt will be made to process the payment within the next five (5) days. As an example, if a payment is due January 1 and the ACH debit payment is rejected on that date, NRS will attempt to process the payment again no later than January 6. If the January 6 attempt is rejected, NRS will attempt to process two payments on February 1. If this fails, NRS will make a final attempt to process the two payments no later than February 6.

8. Default. If a participant fails to make a loan payment when due, NRS will send written notification of the failure to the participant and request that payment be made within one calendar month of the payment due date. The entire amount of the loan will be defaulted and treated as a deemed distribution effective as of one calendar month following the original due date of the initial missed loan payment if both the missed payment and the next payment are not paid by that date. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply depending on the type of Plan. NRS will issue a Form 1099-R to the participant no later than January 31 of the year following the year in which the deemed distribution occurs reflecting the deemed distribution. Any payment made on a defaulted

loan must pay off the outstanding balance of the loan in full including accrued interest. Such payment following the date of default, will be treated as after tax amounts and the participant will receive tax basis in his or her Plan account for such amounts.

The entire outstanding balance of the loan will also be due and payable upon notification to NRS of the death of the participant and the outstanding balance of the loan will be treated as a deemed distribution if the loan is not repaid in full within one calendar month following the date of notification.

9. Loan Prepayment. The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

10. Loan Security. By accepting a loan, the participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the participant's vested Plan balance.

11. Minimum/Maximum Loan Amount. The minimum loan amount permitted is \$1,000.00². Account balances attributable to Section 3121 contributions and associated earnings will not be considered in determining the maximum and minimum loan amount. The maximum amount of any loan permitted under the Plan (when added to the outstanding balance of all other loans from the plan) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from the plan during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from the plan on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

Any tax reporting required as a result of the receipt by a participant of a loan that exceeds the limits imposed by federal regulations shall not be the responsibility of NRS, unless it is determined that such limits were exceeded solely as a result of a loan made through NRS as service provider. Consequently, NRS shall not be required to account for loans made pursuant to a plan other than this Plan or loans made under this Plan that are made by another provider.

² See footnote 1.

12. Loans Offered under Multiple Vendor Arrangements/Multiple Plans. The Internal Revenue Code requires that the maximum loan amount described in Section 11 above be applied in the aggregate to all loans made under any plan sponsored by an employer.

The Sponsor and/or participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with such limits taking into account any other loans received by the participant under any other plans of the participant's employer. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the participant from any other investment provider under this Plan or any other plan maintained by the Sponsor.

13. Suspension of Loan Payments. A participant's obligation to repay any loan under the Plan may be suspended during the period in which the participant is performing service in the United States military as may be required by law. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the participant is on active duty in the United States military, the interest rate on the loan shall not exceed six percent (6%), compounded annually unless the Participant elects in writing during or after his or her military leave to have the loan higher interest rate, if applicable, apply to the loan.

In addition, a participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one (1) year) while the participant is on an approved non-military leave of absence provided that the leave is not less than six (6) months and the participant provides requested documentation regarding the leave from his or her employer. The Participant must resume repayment of the loan upon his or her return from leave and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations.

The Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a leave described above as well as describe the type of leave.

14. Loan Interest Rate. The interest rates for a Plan loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. Generally, the rate assumed will be Prime Rate + 2.00%+ other administrative and/or asset fees, as applicable³. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most recent calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for participants entering active duty in the military services as may be required by law.

15. Annual Loan Maintenance and Asset Fees. An annual loan maintenance fee of \$50.00⁴ will be deducted from the participant's account until the loan is repaid in full or defaulted. The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Sponsor.

16. Loan Default Fee. At the time a loan is treated as a deemed distribution, a \$50.00⁵ fee will be deducted from the participant's account and will apply annually thereafter, while the defaulted loan remains unpaid.

17. Loans for the Purchase of a Principal Residence. All loans issued by the Plan will be general loans to be repaid in no more than five (5) years unless the Sponsor affirmatively elects to offer loans for the purchase of the participant's principal residence, which may be repaid in no more than fifteen (15) years. Such loans shall be solely secured by the participant's vested account balance as set forth in Section 10 above. All administrative procedures set forth herein shall apply to such loans.

Will the Sponsor permit loans for the purchase of the Participant's principal residence? Indicate below:

Yes No

³ See footnote 1.

⁴ See footnote 1.

⁵ See footnote 1.

18. Loan Correction. In the event an error occurs in the administration of the loan, at the Sponsor's direction, NRS may undertake correction of the error in accordance with methods prescribed by the IRS or through any IRS correction program. The undersigned Sponsor hereby adopts these Participant Loan Administrative Procedures effective for loans issued on or after the effective date set forth below, and instructs NRS to administer loans made to Plan participants in accordance with these terms.

19. Acceptance of Procedures. The Sponsor acknowledges the following: (i) that the Sponsor has decided to offer loans under the Plan and is instructing NRS to administer loans under the Plan; (ii) that it understands that, as a result of offering loans under the Plan, the Plan participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan participants; and (iv) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 11 herein, resulting from the Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"): _____

Street Address: _____

City, State, Zip Code _____

Plan Name ("Plan"): _____

Plan Number: _____

Plan Sponsor Signature: _____

Title: _____

Date of Signature: _____

Email Address: _____

For new plan setup, an executed copy of these Procedures should be returned to Nationwide Retirement Solutions at 10 W. Nationwide Blvd, 05-04-101A, Columbus, Ohio 43215 (Attn: Plan Administrator)

For existing plans, an executed copy of these Procedures should be returned to Nationwide Retirement Solutions at PO Box 182797, Columbus, Ohio 43218 (Attn: Loans Administrator)