

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas

- The next Committee Meeting - Monday, March 16, 2020
 - Committee agendas will be available on Friday, March 13, 2020.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, March 10th, 2020

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Brian Powell

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Ernest Cate, City Attorney
3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum.
4. Election of President Pro Tempore
5. 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.
6. Approval of Minutes – February 25th, 2020 Pgs. 3 - 24
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as item number(s) 9.A-C, 10 & 13. Motion must be approved by two-thirds (2/3) of the council members).
8. **A Resolution** authorizing the temporary operation of a carnival. Presented by Wyman Morgan. Pgs. 25 - 33
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development:
 - A. **An Ordinance** amending Ordinance No. 5450, which rezoned certain lands (West side of Old Missouri Road approximately 1000 feet North of Don Tyson Parkway) from Agricultural District (A-1) to Thoroughfare Commercial District (C-5), Medium Density Multi-Family Residential District (as Amended-MF-12), and Medium/High Density Multi-Family Residential District (MF-16); and declaring an emergency. Pgs. 34 - 37
 - B. **An Ordinance** accepting the Re-plat of Lot 14 and the South Twenty-five (25) feet of Lot 13, Block 2, West Heights Addition #2 to the City of Springdale, and declaring an emergency. Pgs. 38 - 40
 - C. **An Ordinance** accepting the re-plat of Lot 24, Oak Addition, Phase XI to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 41 - 43

10. Finance Committee by Chairman Jeff Watson

An Ordinance authorizing the Mayor and City Clerk to enter into an Agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes. Ordinance forwarded from Committee with recommendation for approval. Pgs. 44 - 48

11. Streets and Capital Improvements Committee by Chairman Rick Evans

A. **A Resolution** by the City of Springdale supporting the House Joint Resolution 1018 of 2019 (HJR 1018 of 2019) proposing an amendment to the Arkansas constitution to continue a levy of a one-half percent sales and use tax for state highways and bridges; county roads, bridges, and other surface transportation; and city streets, bridges, and other surface transportation after the retirement of the bonds authorized in Arkansas Constitution, Amendment 91, as special revenue to be distributed under the Arkansas Highway Revenue Distribution Law. Pg. 49

B. **A Resolution** authorizing the execution of Amendment No. 1 to a Design Contract for Dean's Trail Project No. ST1801. Resolution forwarded from Committee with recommendation for approval. Pgs. 50 - 61

C. **A Resolution** authorizing membership and participation in the Northwest Arkansas Razorback Greenway Alliance. Resolution forwarded from Committee with recommendation for approval. Pgs. 62 - 66

12. Parks and Recreation, Chairman Mike Lawson

A Resolution authorizing the grant of a Utility Easement to Carroll Electric Cooperative Corporation across property owned by the City of Springdale Arkansas (Parcel No. 21-00167-545, Parcel No. 21-00147-470 and Parcel No. 21-00167-471, Springdale, Benton County, Arkansas). Resolution forwarded from Committee with recommendation for approval. Pgs. 67 - 71

13. Ordinance Committee, Chairman Mike Overton

An Ordinance Amending Chapter 130, Article 12, Section 3.8(C)(4) of Code Of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Pgs. 72 & 73

14. Comments from Council Members.

15. Comments from City Attorney.

16. Adjournment.

SPRINGDALE CITY COUNCIL
FEBRUARY 25, 2020

The City Council of the City of Springdale met in regular session on Tuesday, February 25, 2020, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Amelia Williams	Ward 3 (Absent)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Colby Fulfer	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Mike Chamlee	Buildings Director
Ron Findley	Neighborhood Services Director
Brad Baldwin	Public Works & Eng. Director
Ashley Earhart	Public Relations Director
Gina Lewis	Human Resources Director
Courtney Kremer	Animal Services Director

FIRE DEPARTMENT "GOOD SAMARITAN" AWARD

Fire Chief Mike Irwin presented a "Good Samaritan" award to Austin Steele who helped get his grandmother out of a burning house on January 18, 2020.

APPROVAL OF MINUTES

Council Member Jaycox moved the minutes of the February 11, 2020 City Council meeting be approved as presented. Council Member Evans made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member 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. Council Member Jaycox made the second.

The vote:

Yes: Powell, Jaycox, Watson, Overton, Fulfer, Lawson, Evans

No: None

RESOLUTION NO. 20-20 – APPROVING A CONDITIONAL USE APPEAL BY TIM AND RHONDA NELSON FOR A TANDEM LOT SPLIT AT 8391 E. BROWN ROAD FOR A SINGLE FAMILY DWELLING AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Tim and Rhonda Nelson for a tandem lot split at 8391 E. Brown Road for a single family dwelling as set forth in Ordinance No. 4030.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT 8391 E. BROWN ROAD A SINGLE FAMILY DWELLING AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on February 4, 2020 on a request by Tim and Rhonda Nelson for a conditional use for a Tandem Lot Split in an Agricultural District (A-1) at 8391 E. Brown Road; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) no recommends that a conditional use be granted to Tim and Rhonda Nelson for a Tandem Lot Split in an Agricultural District (A-1) at 8391 E. Brown Road with the following conditions – No conditions set

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Tim and Rhonda Nelson for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – No conditions set.

PASSED AND APPROVED THIS _____ DAY OF February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Jaycox, Watson, Overton, Fulfer, Lawson, Evans, Powell

No: None

The Resolution was numbered 20-20.

RESOLUTION NO. 21-20 -- APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PARSLEY CUSTOM HOMES IN CONNECTION WITH 7185 SUNSET RIDGE CIRCLE, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks, as set forth in Ordinance No. 3725, to Parsley Custom Homes in connection with 7185 Sunset Ridge Circle, a single family dwelling.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PARSLEY CUSTOM HOMES IN CONNECTION WITH 7185 SUNSET RIDGE CIRCLE A SINGLE FAMILY DWELLING

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 7185 Sunset Ridge Circle a single family dwelling for Parsley Custom Homes and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to 7185 Sunset Ridge Circle including drainage improvements related thereto, sidewalks in connection with 7185 Sunset Ridge Circle, a single family dwelling.

PASSED AND APPROVED THIS _____ DAY OF February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted with Option 1. Council Member Evans made the second.

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Jaycox

No: None

The Resolution was numbered 21-20.

ORDINANCE NO. 5457 – AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX REFUNDING BONDS, TAXABLE SERIES 2020; PLEDGING COLLECTIONS OF A 1.0% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

J. Shepherd Russell, III, Bond Counsel, presented the following Ordinance authorizing the issuance of Sales and Use Tax Refunding Bonds, Taxable Series 2020; pledging collections of a 1.0% Sales and Use Tax to pay the principal of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency.

Bob Wright, Crews and Associates, and Kevin Faught, Stephens Inc., both representatives of the underwriting team, were present at City Council.

Mr. Wright explained the City of Springdale is refinancing the City's outstanding Sales and Use Tax Bonds, Series 2012. The current rate is 3.76 percent on the outstanding debt. By taking advantage of this down market and the interest rates being driven down, there would be over a \$950,000 savings per year. The rate we are locking in tonight is 2.24 percent fixed rate. The term of these bonds will not be extended.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX REFUNDING BONDS, TAXABLE SERIES 2020; PLEDGING COLLECTIONS OF A 1.0% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Springdale, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds, which are described as follows: (a) bonds in the maximum principal amount of \$45,000,000 to finance all or a portion of the costs of new, and improvements to existing, streets, roads and bridges, including particularly, without limitation, any curb, gutter and drainage improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidewalks and traffic signals related thereto (the "Street Improvements"); (b) bonds in the maximum principal amount of \$17,000,000 to finance all or a portion of the costs of park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, lighting and utility improvements therefor (the "Park and Recreational Improvements"); and (c) bonds in the maximum principal amount of \$9,000,000 to finance all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the City's fire department, including any necessary land acquisition and parking improvements therefor (the "Fire Department Improvements"); and

WHEREAS, at the special election held August 14, 2012, a majority of the electors voting on the questions approved the issuance of such bonds; and

WHEREAS, for the purpose of financing the cost of the Street Improvements, the Parks and Recreational Improvements and the Fire Department Improvements, the City has previously issued, under Amendment 62 to the Constitution of the State of Arkansas and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), its Sales and Use Tax Bonds, Series 2012 (the "Bonds Refunded"); and

WHEREAS, the City Council of the City has determined that the City will be able to achieve debt service savings by refunding the Bonds Refunded, which are in the outstanding principal amount of \$50,965,000; and

WHEREAS, the City can obtain necessary funds for the refunding of the Bonds Refunded (the "refunding") by the issuance of its Sales and Use Tax Refunding Bonds, Taxable Series 2020, in the aggregate principle amount of \$50,730,000 (the "Series 2020 Bonds"), and by appropriating available funds held for the Bonds Refunded; and

WHEREAS, the City has made arrangements for the sale of the Series 2020 Bonds to Crews & Associates, Inc. and Stephens Inc. (collectively, the "Purchaser"), at a price of \$50,298,795 (principal amount less underwriter's discount of \$431,205) (the "Purchase Price"), pursuant to a Bond Purchase Agreement between the Purchaser and the City (the "Agreement"), which has been presented to and is before this meeting; and

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WHEREAS, the Preliminary Official Statement, dated February 20, 2020, offering the Series 2020 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the Series 2020 Bonds, has been presented to and is before this meeting; and

WHEREAS, payment of the scheduled principal of and interest on the Series 2020 Bonds when due is guaranteed by Build America Mutual Assurance Company, or any successor thereto or assignee thereof (the "Insurer"), pursuant to a municipal bond insurance policy (the "Insurance Policy"), as set forth in the Insurance Policy; and

WHEREAS, the City is authorized to issue additional parity bonds under Section 11 hereof ("Additional Parity Bonds"), and the Series 2020 Bonds and the Additional Parity Bonds are hereinafter referred to collectively as the "bonds";

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

Section 1. The offer of the Purchaser for the purchase of the Series 2020 Bonds from the City at the Purchase Price, for Series 2020 Bonds bearing interest at the rates per annum, maturing and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby accepted and the Agreement, in substantially the form submitted to this meeting, is approved and the Series 2020 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the Series 2020 Bonds is hereby in all respects approved and confirmed, and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City as set forth in the Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and other officers of the City are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 4. Under the authority of the Constitution and laws of the State, including particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, the Series 2020 Bonds are hereby authorized and ordered issued in the total principal amount of \$50,730,000, the proceeds of the sale of which are necessary to provide all or a portion of the funds necessary for accomplishing the refunding of the Bonds Refunded and paying expenses of issuing and insuring the Series 2020 Bonds.

The Series 2020 Bonds shall bear interest at the rates and shall mature on November 1 in the amounts and in the years as follows:

<u>Year</u> <u>(November 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
2020	\$1,190,000	1.590%
2021	2,855,000	1.620
2022	3,000,000	1.598
2023	3,150,000	1.600
2024	3,300,000	1.650
2025	4,405,000	1.754
2026	4,580,000	1.854
2027	4,765,000	1.997
2028	4,960,000	2.097
2029	5,165,000	2.200
2030	5,375,000	2.280
2032	7,985,000	2.450

The Series 2020 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the Series 2020 Bonds shall be numbered from 1 upward in order of issuance. Each Series 2020 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any Series 2020 Bond shall not affect its validity.

Each Series 2020 Bond shall be dated as of its date of delivery to the Purchaser. Interest on the Series 2020 Bonds shall be payable on November 1, 2020, and semiannually thereafter on May 1 and November 1 of each year. Payment of each installment of interest shall be made to the person in whose

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name the Series 2020 Bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books; provided, however, payment of interest shall be made by wire transfer if requested by a registered owner of the Series 2020 Bonds in the aggregate principal amount of \$1,000,000 or more. Principal of the Series 2020 Bonds shall be payable at the principal corporate trust office of the Trustee.

Each Series 2020 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such Series 2020 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No Series 2020 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such Series 2020 Bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any Series 2020 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Series 2020 Bonds.

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

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

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

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

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

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding business day with the same force and effect as

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if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The Series 2020 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Series 2020 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the Series 2020 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten Series 2020 Bond for each stated maturity date and interest rate which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive the Series 2020 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Series 2020 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2020 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2020 Bonds. The Series 2020 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the Series 2020 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the owners of all outstanding Series 2020 Bonds, the City and the Trustee, after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Series 2020 Bonds from the securities depository, and authenticate and deliver Series 2020 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2020 Bonds) of the City or of the beneficial owners of the Series 2020 Bonds.

Prior to issuance of the Series 2020 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the Series 2020 Bonds so long as the Series 2020 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2020 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the Series 2020 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of Series 2020 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Section 6. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The Series 2020 Bonds and the Trustee's Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2020 Bond)

REGISTERED

REGISTERED

No. _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF SPRINGDALE
SALES AND USE TAX REFUNDING
BOND, TAXABLE SERIES 2020

Interest Rate: _____ %

Maturity Date: November 1, _____

Dated Date: _____

CUSIP No.: _____

Registered Owner: Cede & Co.

Principal Amount: _____

SPRINGDALE CITY COUNCIL
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KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, County of Washington, State of Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on each May 1 and November 1, commencing November 1, 2020, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

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

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

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Refunding Bonds, Taxable Series 2020, aggregating Fifty Million Seven Hundred Thirty Thousand Dollars (\$50,730,000) in aggregate principal amount (the "bonds"), and is issued for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2012 (the "Bonds Refunded") and paying expenses of authorizing, issuing and insuring the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City duly adopted on February 25, 2020 (the "Authorizing Ordinance"), and an election duly held on August 14, 2012 at which the majority of the legal voters of the City voting on the questions approved the issuance of the Bonds Refunded. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections that are received by the City (the "Pledged Revenues") from a 1.0% sales and use tax (the "Tax") levied by the City under Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated and Ordinance No. 2082 of the City duly adopted on March 13, 1992, and the City hereby pledges the Pledged Revenues for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds.

The bonds are subject to optional and mandatory sinking fund redemption as follows:

(1) The bonds are subject to redemption at the option of the City, from funds from any source, on and after November 1, 2025, in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities and interest rates of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity and interest rate shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity and interest rate shall be selected by lot by the Trustee.

(2) To the extent not previously redeemed, the bonds maturing on November 1 in the year 2032 are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on November 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

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Bonds Maturing November 1, 2032

<u>Years</u>	<u>Principal Amount</u>
2031	5,600,000
2032 (maturity)	2,385,000

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

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

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

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

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

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

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

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

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By

Mayor

City Clerk

(SEAL)

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

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds issued under the provisions of the within mentioned Authorizing Ordinance.

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Date of Authentication: _____.

FIRST SECURITY BANK
Searcy, Arkansas
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the bonds.)

Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from collections of a 1.0% sales and use tax (the "Tax") levied by Ordinance No. 2082, adopted March 13, 1992 (the "Pledged Revenues"), to the payment of the principal of and interest on the bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and charges of the Trustee, any required arbitrage rebate due to the United States and any fees or other amounts due with respect to the Insurance Policy. The City covenants that the Tax shall not be repealed or reduced while any of the bonds are outstanding or while any amounts are due and payable to the Insurer. The City further covenants to use due diligence in collecting the Tax. Nothing herein shall prohibit the City from increasing the Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged hereunder.

Section 8. (a) The City hereby designates First Security Bank, Searcy, Arkansas as the bank which shall receive collections of the Tax from the State Treasurer and the City covenants to file a written designation thereof with the State Treasurer prior to the issuance of the Series 2020 Bonds. The Trustee shall deposit all Pledged Revenues as and when received into a special fund of the City in the Trustee which is hereby created and designated "Sales and Use Tax Revenue Fund" (the "Revenue Fund").

(b) Moneys in the Revenue Fund shall, within two (2) business days of receipt, be transferred to the following accounts each month, in the following order of priority:

- (1) 1/6 of the interest on the bonds next due - Debt Service Account in the Bond Fund (hereinafter identified); and
- (2) 1/12 of the principal of the bonds next due at maturity or upon mandatory sinking fund redemption - Debt Service Account in the Bond Fund; and
- (3) the Trustee's and Insurer's fees and expenses and other administrative charges next due - Expense Account in the Bond Fund; and
- (4) the amount necessary to pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") - Expense Account in the Bond Fund; and
- (5) balance shall be transferred to the City for use for lawful purposes within two business days of receipt.

The deposits made into the Debt Service Account in the Bond Fund shall be reduced in order to take into account as a credit (1) interest earnings and (2) funds transferred to the Debt Service Account in connection with the refunding of the Bonds Refunded. The deposits made into the Debt Service Account shall be increased as needed (a) so that approximately level payments are made in order to make the first two debt service payments on the bonds and (b) in order to make up any deficiencies in prior months' deposits.

Section 9. (a) There is hereby created a special fund of the City in the Trustee which is designated "2020 Sales and Use Tax Bond Fund" (the "Bond Fund"), for the purpose of providing funds for the payment of principal of and interest on the bonds as they become due at maturity or at redemption prior to maturity, the Trustee's fees and expenses and other administrative charges, any arbitrage rebate due the United States under Section 148(f) of the Code and any amount due the Insurer with respect to the Insurance Policy. There shall be established in the Bond Fund the following accounts into which money from the Revenue Fund shall be deposited monthly: (i) Debt Service Account; and (ii) Expense Account. Moneys in the following Bond Fund accounts shall be used on each interest payment date (or in the case of arbitrage rebate or bond redemption payment under clauses (5) or (6) or the payment to the Insurer for amounts due with respect to the Insurance Policy, on any date due) in the following order of priority as and when necessary:

- (1) to pay the interest on the bonds then due; and
- (2) to pay the principal of the bonds then due at maturity or upon mandatory sinking fund redemption; and

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- (3) to make provision in the Bond Fund for payment of one-half of the principal next due on the bonds at maturity or upon mandatory sinking fund redemption if principal is not due on such interest payment date; and
- (4) to pay the Trustee's and Insurer's fees and expenses and other administrative charges then due; and
- (5) to pay the amount which is payable as arbitrage rebate to the United States Treasury under Section 148(f) of the Code; and
- (6) to redeem bonds prior to maturity according to the redemption provisions of the bonds.

In addition, moneys in the Expense Account shall be used to pay, when due, the arbitrage rebate.

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

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

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

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

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

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

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

When all the bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses, if any required arbitrage rebate payment has been made to the United States under Section 148(f) of the Code or provision made therefor, and if there are no other amounts due the Insurer with respect to the Insurance Policy, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City.

At least three business days prior to any defeasance with respect to the Series 2020 Bonds, the City shall, unless waived by the Insurer, deliver to the Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Series 2020 Bonds and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion shall be addressed to the Insurer and shall be in form and substance satisfactory to the

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Insurer. Such Verification Report shall be in the form and substance satisfactory to the Insurer and, unless waived by the Insurer, shall either be addressed to the Insurer or shall include a statement to the effect that such Verification Report may be relied upon by the Insurer. In addition, the escrow agreement shall provide that:

(1) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

(2) The City will not exercise any prior optional redemption of Series 2020 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

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

Section 11. The City covenants that it will not issue any additional bonds, or incur any additional obligations, secured by a lien on or pledge of the Pledged Revenues prior to the lien and pledge in favor of the outstanding bonds. The City further covenants that it will not issue additional bonds, or incur additional obligations, secured by a lien on or pledge of the Pledged Revenues on a parity with the outstanding bonds, except as hereinafter authorized. Additional Parity Bonds may be issued so long as the City has received collections from the Tax for a 12 month period that ends not less than 30 and not more than 90 days prior to the date that the Additional Parity Bonds are authorized by the City Council of the City to be issued, in an amount equal to or in excess of 150% of the maximum annual debt service requirement for the Series 2020 Bonds, any outstanding Additional Parity Bonds and the Additional Parity Bonds proposed to be issued. Notwithstanding the above, nothing herein shall be construed to prohibit the City from refunding any bonds and pledging the Pledged Revenues to the refunding bonds on a parity with the non-refunded bonds and such refunding bonds shall be a part of the Additional Parity Bonds hereunder.

The City may issue additional bonds, or incur additional obligations, secured by a lien on or pledge of the Pledged Revenues, expressly subordinate to the lien and pledge in favor of the bonds.

Section 12. The Series 2020 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the face of the bond form set forth in Section 6 of this Ordinance.

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

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

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

(b) No owner of any bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or in law for the protection or enforcement of any right under this Ordinance or under the Constitution and laws of the State unless (1) such owner or the Trustee shall have given written notice of such default to the Insurer and (2) such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 25% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the Constitution and laws of the State, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expense and liabilities to be incurred therein or thereby and the Trustee shall have refused

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or neglected to comply with such request within a reasonable time, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Ordinance or to any other remedy hereunder. It is understood and intended that no one or more owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the outstanding bonds, and that any individual rights of action or other right given to one or more of such owners by law are restricted by this Ordinance to the rights and remedies herein provided.

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

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

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

(f) Subject to the provisions of subparagraph (g) below, the Trustee may, and upon the written request of the owners of not less than a majority of the owners in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(g) Notwithstanding the above, upon the occurrence and continuance of a default, the Insurer shall be deemed to be the sole holder of the Series 2020 Bonds for all purposes under this Ordinance, including, without limitation, for purposes of exercising remedies and approving amendments.

Section 16. When the Series 2020 Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchaser upon payment of the Purchase Price. Unless paid by the Purchaser as part of the Purchase Price, the amount necessary to pay the premium for the Insurance Policy shall be paid to the Insurer. An amount of the Purchase Price that is sufficient, along with other moneys set aside and appropriated hereby for such purpose, to accomplish the refunding shall be deposited with the trustee for the owners of the Bonds Refunded and used to redeem the Bonds Refunded, as set forth in the delivery instructions to the Trustee signed by the Mayor and the City Clerk (the "Delivery Instructions").

The balance of the Purchase Price shall be deposited in a special account of the City hereby created in the Trustee and designated "Cost of Issuance Fund, Series 2020" (the "Cost of Issuance Fund"). Moneys in the Cost of Issuance Fund shall be used to pay the expenses of issuing the Bonds and refunding the Bonds Refunded. Costs of issuing the Bonds or accomplishing the refunding shall be made from the Cost of Issuance Fund as directed in the Delivery Instructions or in requisitions. Requisitions shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; and that the payment is a proper charge on the Cost of Issuance Fund. Each requisition must be signed by the Mayor or his designee. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from the Cost of Issuance Fund. Any moneys remaining in the Cost of Issuance Fund on April 30, 2020 shall be transferred into the Debt Service Account in the Bond Fund.

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

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

(c) The Trustee shall so invest and reinvest pursuant to the direction of the City and in the Trustee's discretion in the absence of any direct instructions from the City.

(d) "Permitted Investments" are defined as (i) direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and

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interest by the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by Federal Deposit Insurance Corporation or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by Arkansas law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 18. (a) First Security Bank, Searcy, Arkansas is hereby appointed to act as Trustee and Paying Agent pursuant to this Ordinance. The Trustee shall be responsible for the exercise of good faith and reasonable prudence in the execution of its trusts. The recitals in this Ordinance and in the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by (1) the Insurer or (2) the owners of not less than 25% in principal amount of bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign by giving 60 days' notice in writing to the City Clerk, the Insurer and the owners of the bonds. The City, so long as it is not in default hereunder, or the majority in principal amount of the owners of the outstanding bonds at any time, with or without cause, may remove the Trustee. In addition, the Insurer shall have the right to remove the Trustee for any breach by the Trustee of the terms of this Ordinance. In the event of a vacancy in the office of Trustee either by resignation or removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk and the Insurer. The Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trusts imposed upon it by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and the Insurer and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. The Trustee's resignation shall take effect upon the acceptance of the trusts by the successor Trustee. Notwithstanding the above, no removal, resignation or termination of the Trustee shall take effect until a successor Trustee, acceptable to the Insurer, shall be qualified and appointed.

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

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

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

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

(d) The City shall send copies of any amendments or supplements to this Ordinance to the Insurer and any rating agency which has assigned a rating to the Series 2020 Bonds. Any amendments or supplements to this Ordinance shall require the prior written consent of the Insurer with the exception of amendments or supplements: (i) to cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in this Ordinance or in any supplement hereto, or (ii) to grant or confer upon the holders of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted or conferred upon the holders of the Bonds, or (iii) to add to the conditions, limitations and restrictions on the issuance of Bonds or other obligations under the provisions of this Ordinance other conditions, limitations and restrictions thereafter to be observed, (iv) to add to the covenants and agreements of the City in this Ordinance other covenants and agreements thereafter to be observed by the City or to surrender any right or power therein reserved to or conferred upon the City or (v) in connection with the issuance of Additional Parity Bonds. Notwithstanding the above, any amendment or supplement to this Ordinance that adversely affects the rights or interests of the Insurer shall be subject to the prior written consent of the Insurer.

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Section 20. The refunding of the Bonds Refunded, by use of the proceeds of the Series 2020 Bonds and other available funds, is hereby authorized. The Bonds Refunded shall be redeemed in full on November 1, 2022. The Mayor and other officials of the City are hereby authorized to take, or cause to be taken, all action necessary to accomplish the refunding and to execute all required contracts.

Section 21. All moneys in the Sales and Use Tax Bond Fund established by Ordinance No. 4636, adopted October 23, 2012, including moneys in the Debt Service Reserve Account therein, are hereby appropriated and shall either (a) be used to accomplish the refunding of the Bonds Refunded or (b) be deposited into the Bond Fund and become a part of the Pledged Revenues hereunder, all in accordance with the Delivery Instructions.

Section 22. (a) The City will provide the Insurer with all notices and other information it is obligated to provide under the Disclosure Agreement and to the holders of the Series 2020 Bonds or the Trustee under this Ordinance.

The notice address of the Insurer is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) In the event that principal and/or interest due on the Series 2020 Bonds shall be paid by the Insurer pursuant to the Insurance Policy, the Series 2020 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, the assignment and pledge granted hereby and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners.

In the event that on the second business day prior to any payment date on the Series 2020 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2020 Bonds due on such payment date, the Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

In addition, if the Trustee has notice that any holder of the Series 2020 Bonds has been required to disgorge payments of principal of or interest on the Series 2020 Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Series 2020 Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the Series 2020 Bonds, the Trustee shall (1) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holders of the Series 2020 Bonds in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the Series 2020 Bonds, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the Insurance Policy payment from the Insurer with respect to the claims for interest so assigned, (3) segregate all such payments in a separate account (the "BAM Policy Account") to only be used to make scheduled payments of principal of and interest on the Series 2020 Bonds, and (4) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the Series 2020 Bonds, the Trustee shall (1) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holder of the Series 2020 Bonds in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the Series 2020 Bonds surrendered to the Insurer, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the Insurance Policy payment therefore from the Insurer, (3) segregate all such payments in the BAM Policy Account to only be used to make scheduled payments of principal of and interest on the Series 2020 Bonds and (4) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Series 2020 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2020 Bonds registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2020 Bond to the Insurer, registered in the name directed by the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so

SPRINGDALE CITY COUNCIL
FEBRUARY 25, 2020

designate any payment or issue any replacement Series 2020 Bond shall have no effect on the amount of principal or interest payable by the City on any Series 2020 Bond or the subrogation or assignment rights of the Insurer.

Payments with respect to claims for interest on and principal of Series 2020 Bonds disbursed by the Trustee from proceeds of the Insurance Policy shall not be considered to discharge the obligation of the City with respect to such Series 2020 Bonds, and the Insurer shall become the owner of such unpaid Series 2020 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. This Ordinance shall not be discharged or terminated unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

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

(i) To the extent the Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Series 2020 Bonds, the Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the City with interest on Series 2020 Bond principal (but not Series 2020 Bond interest), as provided and solely from the sources stated in this Ordinance and the Series 2020 Bonds; and

(ii) The Insurer will be paid the amount of such principal and interest, with interest on Series 2020 Bond principal (but not Series 2020 Bond interest), as provided herein and in the Series 2020 Bonds, but only from the sources and in the manner provided herein and therein for the payment of principal of and interest on the Series 2020 Bonds to holders, and the Insurer will be treated as the owner of such rights to the amount of such principal and interest.

(c) The City agrees unconditionally that it will pay or reimburse the Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Insurer may pay or incur, including, but not limited to, fees and expenses of the Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Ordinance ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semiannually, from the date that payment is first due to the Insurer until the date the Insurer is paid in full. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such other bank, banking association or trust company bank as the Insurer, in its sole and absolute discretion, shall specify. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy and (ii) interest on Series 2020 Bond principal (but not Series 2020 Bond interest) from the date paid by the Insurer until payment thereof in full by the City, payable to the Insurer at the stated interest rate for each such Series 2020 Bond (collectively, the "Bond Insurer Reimbursement Amounts") compounded semi-annually. The City hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of the Pledged Revenues and other collateral pledged to the Series 2020 Bonds on a parity with debt service due on the Series 2020 Bonds.

(d) The rights granted to the Insurer under this Ordinance to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Series 2020 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders of the Series 2020 Bonds or any other person is required in addition to the consent of the Insurer.

(e) The Insurer shall be entitled to pay principal or interest on the Series 2020 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Insurance Policy) in accordance with this Ordinance, whether or not the Insurer has received a claim upon the Insurance Policy.

(f) Any amendment, supplement, modification to, or waiver of, this Ordinance that requires the consent of holders of the Series 2020 Bonds or adversely affects the rights or interests of the Insurer shall be subject to the prior written consent of the Insurer.

SPRINGDALE CITY COUNCIL
FEBRUARY 25, 2020

(g) Any reorganization or liquidation plan with respect to the City must be acceptable to the Insurer. The Trustee and each owner of the Series 2020 Bonds hereby appoint the Insurer as their agent and attorney-in-fact with respect to the Series 2020 Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (ii) the direction of any appeal of any order relating to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Series 2020 Bonds delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Series 2020 Bonds with respect to the Series 2020 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any Insolvency Proceeding.

(h) Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of a default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Series 2020 Bonds or the Trustee for the benefit of the holders of the Series 2020 Bonds under this Ordinance. No default may be waived without the Insurer's written consent.

(i) If an Insurer Default (as defined below) shall occur and be continuing, then, notwithstanding anything herein to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Insurance Policy, to the extent of such payment the Insurer shall be treated like any other holder of the Series 2020 Bonds for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Insurance Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Insurance Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Insurance Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Insurer (including without limitation under the New York Insurance Law).

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

(k) No grace period shall be permitted for payment defaults on the Series 2020 Bonds. No grace period for a covenant default shall exceed 30 days without the prior written consent of the Insurer.

Section 23. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 24. All references in this Ordinance to the Insurer shall cease when the Series 2020 Bonds have been paid in full or defeased as provided herein and there are no amounts due the Insurer in connection with the Insurance Policy.

Section 25. Notice of the adoption of this Ordinance shall be posted at Springdale City Hall, Springdale Public Library, Springdale Senior Center, Springdale Chamber of Commerce and Springdale Animal Services, being five of the most public places in the City.

Section 26. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 27. It is hereby ascertained and declared that the refunding must be accomplished as soon as possible in order to lower the interest cost on obligations payable from the Pledged Revenues. The refunding cannot be accomplished without the issuance of the Series 2020 Bonds, and therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

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

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Jaycox, Watson

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Jaycox, Watson, Overton

No: None

The Ordinance was numbered 5457.

RESOLUTION NO. 22-20 – ACCEPTING THE GUARANTEED MAXIMUM PRICE FROM MILESTONE CONSTRUCTION COMPANY LLC FOR THE CONSTRUCTION OF STREETS AND SIDEWALKS/TRAILS AT SHAW FAMILY PARK (2018 BOND PROJECT #18BPS8)

Council Member Rick Evans presented a Resolution accepting the guaranteed maximum price from Milestone Construction Company LLC for the construction of streets and sidewalks/trails at Shaw Family Park (2018 Bond Project #18BPS8).

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF STREETS AND SIDEWALKS/TRAILS AT SHAW FAMILY PARK (2018 BOND PROJECT #18BPS8)

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, the improvements to the streets adjacent to Shaw Family Park have been designed, and

WHEREAS, Milestone Construction Company, LLC has proposed a guaranteed maximum price of \$3,733,110 for the construction of these improvements.

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

1. The City Council accepts the guaranteed maximum price of \$3,733,110 submitted by Milestone Construction for the construction of the street improvements at Shaw Family Park and the Mayor is hereby authorized to execute a contract for that amount to be paid out of the 2018 Bond Fund (Project #18BPS8).

2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this ____ day of February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Lawson, Evans, Powell, Jaycox, Watson, Overton, Fulfer

No: None

The Resolution was numbered 22-20.

RESOLUTION NO. 23-20 – AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES

Council Member Brian Powell presented a Resolution authorizing the purchase of two police vehicles.

Police Chief Peters reported two of the marked police vehicles that were being leased from McLarty Daniel have to be turned in or purchased. Both of the vehicles are in exceptional condition with very low mileage and he would like to purchase them.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES

WHEREAS, the Police Department has been furnished two vehicles without charge for the last four years, and

WHEREAS, this program has come to an end and these vehicles have been offered for sale, and

WHEREAS, the Police Chief recommends the purchase of these vehicles.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the purchase of two vehicles for the Police Department for a total cost of \$33,078.34 of funds resulting from insurance recoveries and drug forfeitures. The 2020 budget shall also be amended to reflect this purchase.

PASSED AND APPROVED this ____ day of February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Fulfer made the second.

The vote:

Yes: Evans, Powell, Jaycox, Watson, Overton, Fulfer, Lawson

No: None

The Resolution was numbered 23-20.

RESOLUTION NO. 24-20 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE JOHNSON FIRE DEPARTMENT

Council Member Brian Powell presented a Resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding between the Springdale Fire Department and the Johnson Fire Department.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE JOHNSON FIRE DEPARTMENT

WHEREAS, the City of Springdale and the City of Johnson both staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, the City of Springdale and the City of Johnson, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, the City of Springdale and the City of Johnson wish to enter into an agreement to memorialize their agreement to provide automatic mutual aid, and to set forth the terms and conditions of providing mutual aid;

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 a Memorandum of Understanding, a copy of which is attached to this Resolution.

PASSED AND APPROVED this _____ day of February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Powell, Jaycox, Watson, Overton, Fulfer, Lawson, Evans

No: None

The Resolution was numbered 24-20.

RESOLUTION NO. 25-20 – ADOPTING THE SPRINGDALE FIRE DEPARTMENT STRATEGIC PLAN FOR THE CITY OF SPRINGDALE

Council Member Brian Powell presented a Resolution adopting the Springdale Fire Department Strategic Plan for the City of Springdale.

RESOLUTION NO. ____

A RESOLUTION ADOPTING THE SPRINGDALE FIRE DEPARTMENT STRATEGIC PLAN FOR THE CITY OF SPRINGDALE

WHEREAS, a strategic plan consisting of the priorities of the Fire Department is needed to guide the budget process and ensure that the Fire Department clearly communicates its priorities to City staff and to the public; and

WHEREAS, the Fire Department conducted strategic planning sessions to determine the priorities for the City and the initial indicators needed to measure progress towards achieving these priorities; and

WHEREAS, the Fire Department identified distinct priorities and desires to adopt these priorities and accompanying performance indicators as its strategic plan; and

WHEREAS, the City Council will use the Fire Department Strategic Plan to receive performance measure reports on addressing these priorities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council expresses its support for the Springdale Fire Department Strategic Plan.

PASSED AND APPROVED this ____ day of February, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Evans made the second.

The vote:

Yes: Jaycox, Watson, Overton, Fulfer, Lawson, Evans, Powell

No: None

The Resolution was numbered 25-20.

RESIGNATION OF COUNCIL MEMBER COLBY FULFER

Council Member Colby Fulfer submitted his resignation as a City Council Member effective Saturday, February 29, 2020. He will be moving out of Ward 1 which is the ward he represents.

City Attorney Ernest Cate said state law requires that if there is less than a year left of a term of the council member where the vacancy occurs, which is Ward 1, Position 2, a successor shall be chosen by a majority vote of the members of the City Council. There are no time requirements on when it has to be done. The position does not have to be filled since there is less than a year on Mr. Fulfer's term.

City Council decided to hold discussion at the next committee meeting.

2020 "STATE OF THE CITY" ADDRESS BY MAYOR DOUG SPROUSE

Mayor Doug Sprouse gave his "State of the City" address following City Council business. (On file in City Clerk's Office)

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:00 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TEMPORARY
OPERATION OF A CARNIVAL**

WHEREAS, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct two Carnival entertainment events at the Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, put on by James Burlingame DBA Pride Amusements; and

WHEREAS, Pride Amusements carnival dates will be *Thursday, May 21st, 2020 thru Sunday, May 24th, 2020*; and *Thursday, October 1st, 2020 thru Saturday, October 10th, 2020*; and

WHEREAS, the carnival's hours of operation will be Thursday, May 21st thru Saturday, May 23rd, 2020, from 4:00 p.m. – Midnight and Sunday, May 24th, 2020 from noon to 8:00 p.m.; and Thursday, October 1st thru Saturday, October 3rd, 2020, from 4:00 p.m. – Midnight and Sunday, October 4th, 2020 from noon to 8:00 p.m., Monday, October 5th thru Saturday October 10th, from 4:00 p.m. - Midnight; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver, Executive Director with the Rodeo of the Ozarks and James Burlingame DBA Pride Amusements is hereby authorized to conduct two carnival entertainment events in Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, *May 21st thru May 24th, 2020*, and *October 1st thru October 10th, 2020*, with the carnival opening and closing times listed above. In case of a rain out, the Mayor has the authority to reschedule this event.

PASSED AND APPROVED this 10th day of March, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

COPY

**CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT**

DATE OF APPLICATION: 3/5/20
BUSINESS NAME: Rodeo of the Ozarks for James Burlingame DBA Pride Amusements
OWNER: _____

BUSINESS ADDRESS: P.O. Box 486 Joplin, MO 64802

BUSINESS PHONE: 479-756-0464

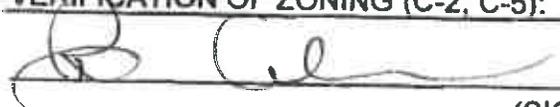
EMERGENCY PHONE: 479-790-7425

DATE OF EVENT (7 day maximum): May 21-24, 2020

PHYSICAL LOCATION OF EVENT: Parsons Stadium 1423 E. Emma Ave Springdale

HOURS OF OPERATION (Limited hrs. 10 a.m. to midnight): _____

ARKANSAS SALES & USE TAX NUMBER: DD190912-SLS

VERIFICATION OF ZONING (C-2, C-5):

(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

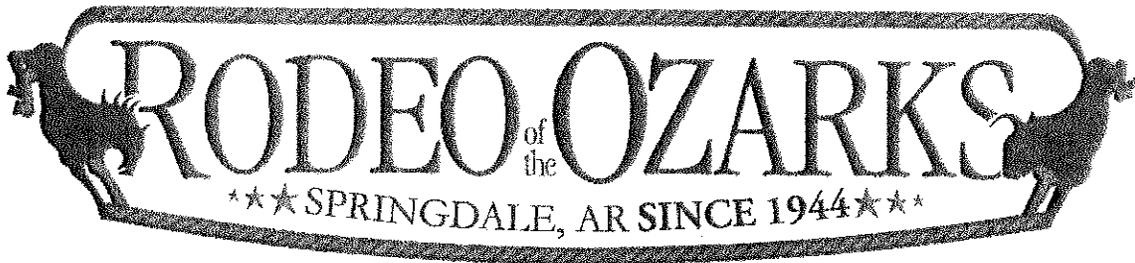
- 1. APPLICATION FEE OF \$100.00 COLLECTED: _____
- 2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE: (Non-profits exempt) _____
- 3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER: _____

*****Please complete the following inspections after Council Approval*****

DATE OF COUNCIL APPROVAL: _____

FIRE MARSHAL'S SIGNATURE: (Call 479-751-4510) _____

BUILDING OFFICIAL'S SIGNATURE: (Call 479-750-8557) _____

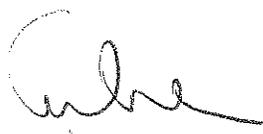
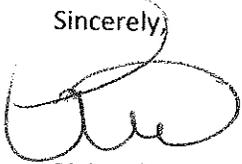


City of Springdale
201 N. Spring St
Springdale, AR 72764

To Whom it May Concern:

Springdale Benevolent Amusement Association, DBA, Rodeo of the Ozarks has granted Pride Amusements use of the property located at 1423 E. Emma Avenue in Springdale, Arkansas to host a Spring Carnival on May 21, 22, 23, 24, 2020.

Sincerely,



Rick Culver

Client#: 805

PRIDEAMU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, 913 432-4400. CONTACT NAME: PHONE (A/C, No, Ext): 913 432-4400, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: ACE American Insurance Company (CHUBB), NAIC #: 22667.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Springdale Benevolent Amusement Association Db a Rodeo of the Ozarks is listed as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER: Springdale Benevolent Amusement Association, Db a Rodeo of the Ozarks 1423 E. Emma Ave, Springdale, AR 72764. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE.

COPY
COPY

CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT

DATE OF APPLICATION:

BUSINESS NAME: Rodeo of the Stars for James Burlingame DBA
Pride Amusement

OWNER:

BUSINESS ADDRESS: P.O. Box 486 Joplin, MO 64802

BUSINESS PHONE: 479-756-0464

EMERGENCY PHONE: 479-790-7425 Rick Culver

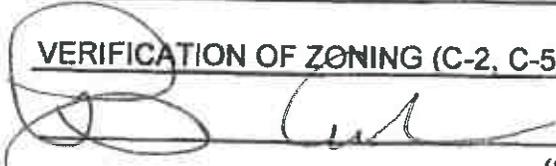
DATE OF EVENT(7 day maximum): October 1-10, 2020

PHYSICAL LOCATION OF EVENT: Parsons Stadium 1423 E Emma Ave. Springdale

HOURS OF OPERATION(Limited hrs. 10 a.m. to midnight):

ARKANSAS SALES & USE TAX NUMBER: 00190912-5LS

VERIFICATION OF ZONING (C-2, C-5):



(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

1. APPLICATION FEE OF \$100.00 COLLECTED:

2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE:(Non-profits exempt)

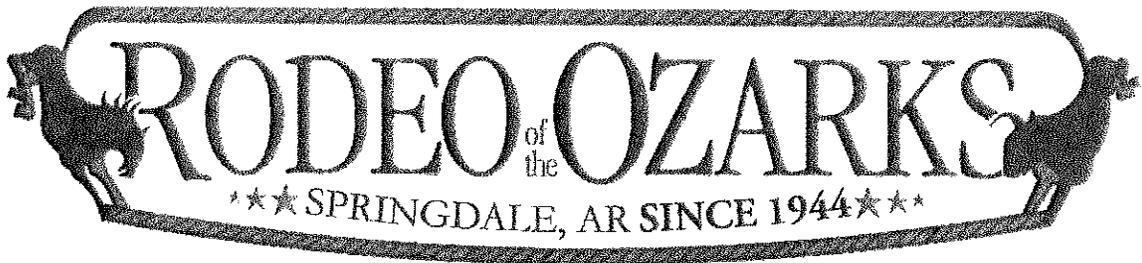
3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER:

*****Please complete the following inspections after Council Approval*****

DATE OF COUNCIL APPROVAL:

FIRE MARSHAL'S SIGNATURE:(Call 479-751-4510)

BUILDING OFFICIAL'S SIGNATURE:(Call 479-750-8557)

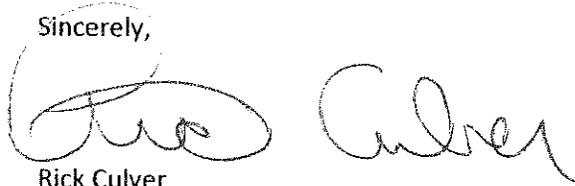


City of Springdale
201 N. Spring St
Springdale, AR 72764

To Whom it May Concern:

Springdale Benevolent Amusement Association, DBA, Rodeo of the Ozarks has granted Pride Amusements use of the property located at 1423 E. Emma Avenue in Springdale, Arkansas to host a Fall Carnival on October 1-10, 2020.

Sincerely,

A handwritten signature in cursive script, which appears to read 'Rick Culver'. The signature is written in black ink and is positioned to the right of the word 'Sincerely,'.

Rick Culver

Client#: 805

PRIDEAMU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

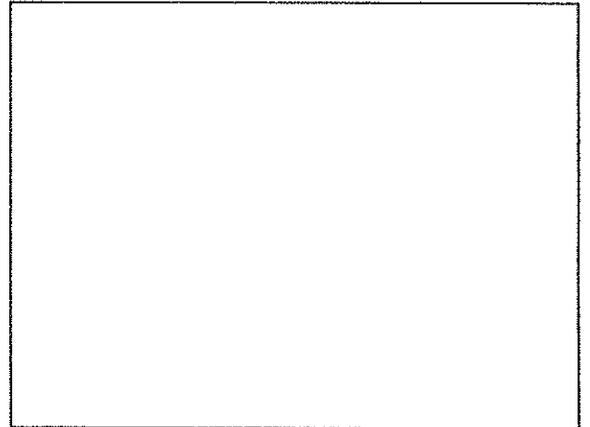
PRODUCER: Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, 913 432-4400. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 913 432-4400, FAX (A/C, No): [Blank], E-MAIL ADDRESS: [Blank]. INSURER(S) AFFORDING COVERAGE: INSURER A: ACE American Insurance Company (CHUBB), NAIC # 22667. INSURED: Pride Amusements of Missouri, Inc. dba Pride Amusements, PO Box 486, Joplin, MO 64802.

COVERAGES CERTIFICATE NUMBER: G21762556 REVISION NUMBER: [Blank]. THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADD'L SUBR INSR WYVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Springdale Benevolent Amusement Association DbA Rodeo of the Ozarks is listed as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER: Springdale Benevolent Amusement Association, DbA Rodeo of the Ozarks 1423 E. Emma Ave, Springdale AR 72764. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5450, WHICH REZONED CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5), MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (AS AMENDED-MF-12), AND MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16); AND DECLARING AN EMERGENCY.

WHEREAS, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 5450 on January 28, 2020, which amended the zoning ordinance for the City of Springdale by rezoning certain lands from Agricultural District (A-1) to Thoroughfare Commercial District (C-5), Medium Density Multi-family Residential District (MF-12), and Medium/High Density Multi-family Residential District (MF-16);

WHEREAS, Ordinance No. 5450 contained a scrivener's error by failing to specify which zoning district applied to one of the tracts of land described therein;

WHEREAS, Ordinance No. 5450 should be amended to clarify which zoning district applies to the properties subject to the Ordinance, specifically to read as follows:

Layman's Description: West side of Old Missouri Road approximately 1000' feet North of Don Tyson Parkway

REZONE-A A-1 TO C-5 SURVEY DESCRIPTION:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE S87°31'32"E A DISTANCE OF 614.79 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING S87°31'32"E A DISTANCE OF 287.36 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ARDOT HIGHWAY 265, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO CALLS, S00°35'15"E A DISTANCE OF 125.31 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°45'24"W A DISTANCE OF 174.33 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY

LINE, N87°48'54"W A DISTANCE OF 119.20 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 489.28 FEET, AN ARC LENGTH OF 41.02 FEET AND A CHORD BEARING & DISTANCE OF N85°24'34"W - 41.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N83°00'13"W A DISTANCE OF 28.73 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 511.50 FEET, AN ARC LENGTH OF 42.95 FEET AND A CHORD BEARING & DISTANCE OF N85°24'34"W - 42.94 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°48'54"W A DISTANCE OF 59.97 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°11'06"E A DISTANCE OF 295.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1.99 ACRES - 86,860 SQ. FT., MORE OR LESS.

REZONE-B A-1 TO C-5 SURVEY DESCRIPTION:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE S87°31'32"E A DISTANCE OF 902.15 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ARDOT HIGHWAY 265, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR CALLS, S00°35'15"E A DISTANCE OF 125.31 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°45'24"W A DISTANCE OF 174.33 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°45'24"W A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°45'24"W A DISTANCE OF 297.68 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 133.62 FEET, AN ARC LENGTH OF 28.46 FEET AND A CHORD BEARING & DISTANCE OF S86°24'34"W - 28.41 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 88.50 FEET, AN ARC LENGTH OF 18.81 FEET AND A CHORD BEARING & DISTANCE OF S86°23'52"W - 18.78 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°30'44"W A DISTANCE OF 227.13 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°11'06"E A DISTANCE OF 317.15 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°48'54"E A DISTANCE OF 45.97 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 458.50 FEET, AN ARC LENGTH OF 38.50 FEET AND A CHORD BEARING & DISTANCE OF S85°24'34"E - 38.49 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S83°00'13"E A DISTANCE OF 12.05 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 488.50 FEET, AN ARC LENGTH OF 43.78 FEET AND A CHORD BEARING & DISTANCE OF S80°26'11"E A DISTANCE OF 43.76 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 511.50 FEET, AN ARC LENGTH OF 88.79 FEET AND A CHORD BEARING & DISTANCE OF S82°50'31"E A DISTANCE OF 88.68 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°48'54"E A DISTANCE OF 48.87 FEET TO THE POINT OF BEGINNING. CONTAINING 1.96 ACRES 85,257 SQ. FT., MORE OR LESS.

REZONE-C A-1 TO MF-16 SURVEY DESCRIPTION:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE S87°31'32"E A DISTANCE OF 614.79 FEET; THENCE S02°11'06"W A DISTANCE OF 50.00 FEET TO

THE POINT OF BEGINNING; THENCE S02°11'06"W A DISTANCE OF 245.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°48'54"E A DISTANCE OF 59.97 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 511.50 FEET, AN ARC LENGTH OF 42.95 FEET AND A CHORD BEARING & DISTANCE OF S85°24'34"E - 42.94 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S83°00'13"E A DISTANCE OF 28.73 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 489.28 FEET, AN ARC LENGTH OF 41.02 FEET AND A CHORD BEARING & DISTANCE OF S85°24'34"E - 41.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°48'54"E A DISTANCE OF 119.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ARDOT HIGHWAY 265, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S02°45'24"W A DISTANCE OF 63.00 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N87°48'54"W A DISTANCE OF 48.87 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 511.50 FEET, AN ARC LENGTH OF 88.79 FEET AND A CHORD BEARING & DISTANCE OF N82°50'31"W - 88.68 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 488.50 FEET, AN ARC LENGTH OF 43.78 FEET AND A CHORD BEARING & DISTANCE OF N80°26'11"W A DISTANCE OF 43.76 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N83°00'13"W A DISTANCE OF 12.05 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 458.50 FEET, AN ARC LENGTH OF 38.50 FEET AND A CHORD BEARING & DISTANCE OF N85°24'34"W - 38.49 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°48'54"W A DISTANCE OF 45.97 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°11'06"W A DISTANCE OF 317.15 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°30'44"E A DISTANCE OF 227.13 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 88.50 FEET, AN ARC LENGTH OF 18.81 FEET AND A CHORD BEARING & DISTANCE OF N86°23'52"E - 18.78 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 133.62 FEET, AN ARC LENGTH OF 28.46 FEET AND A CHORD BEARING & DISTANCE OF N86°24'34"E - 28.41 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ARDOT HIGHWAY 265, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°45'24"W A DISTANCE OF 53.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE N87°30'44"W A DISTANCE OF 852.34 FEET; THENCE N02°11'06"E A DISTANCE OF 662.95 FEET; THENCE S87°31'32"E A DISTANCE OF 564.79 FEET TO THE POINT OF BEGINNING. CONTAINING 9.40 ACRES - 409,480 SQ. FT., MORE OR LESS.

REZONE-D A-1 TO MF-12 SURVEY DESCRIPTION:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE S87°31'32"E A DISTANCE OF 614.79 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°11'06"W A DISTANCE OF 50.00 FEET; THENCE N87°31'32"W A DISTANCE OF 564.79 FEET; THENCE S02°11'06"W A DISTANCE OF 662.95 FEET; THENCE N87°30'44"W A DISTANCE OF 50.00 FEET; THENCE N02°11'06"E A DISTANCE OF 712.94 FEET TO THE POINT OF BEGINNING. CONTAINING 1.47 ACRES - 63,887 SQ. FT., MORE OR LESS.

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

SECTION 1: That Ordinance No. 5450 is hereby amended as provided herein;

SECTION 2: 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 _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RE-PLAT OF LOT 14 AND THE SOUTH TWENTY-FIVE (25) FEET OF LOT 13, BLOCK 2, WEST HEIGHTS ADDITION #2 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

ADJUSTED LOT NUMBERED FOURTEEN (14) AND THE SOUTH TWENTY-FIVE (25) FEET OF LOT NUMBERED THIRTEEN (13), BLOCK NUMBERED TWO (2), WEST HEIGHTS ADDITION #2, BEING LOT NUMBERED FOURTEEN (14) AND THE SOUTH TWENTY-FIVE (25) FEET OF LOT NUMBERED THIRTEEN (13), BLOCK NUMBERED TWO (2), WEST HEIGHTS ADDITION #2, AN ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN IN PLAT BOOK 3 AT PAGE 448 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND A PART OF THE FRACTIONAL NORTHWEST QUARTER (FRL.NW1/4) OF THE FRACTIONAL NORTHEAST QUARTER (FRL.NE1/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL 40 ACRE TRACT, SAID POINT BEING AN EXISTING RAILROAD SPIKE IN MCRAY AVENUE; THENCE S00°04'18"W 135.00 FEET TO AN EXISTING CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT ONE (1) IN BLOCK THREE (3) OF WEST HEIGHTS ADDITION, SPRINGDALE, ARKANSAS; THENCE S00°04'18"W 73.35 FEET TO AN EXISTING IRON; THENCE S00°38'06"E 842.28 FEET TO AN EXISTING IRON; THENCE S89°48'29"E 583.49 FEET ALONG THE NORTH LINE OF HARP'S ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, TO A CHISELED 'X' IN A CONCRETE SWALE FOR THE TRUE POINT OF BEGINNING; THENCE S89°48'29"E 28.66 FEET TO A CHISELED 'X' IN SAID CONCRETE SWALE AT THE SOUTHWEST CORNER OF LOT NUMBERED SIXTEEN (16), BLOCK NUMBERED TWO (2) OF WEST HEIGHTS ADDITION NO. 2 TO THE CITY OF SPRINGDALE, ARKANSAS; THENCE N00°25'36"E 157.83 FEET TO AN EXISTING IRON AT THE SOUTHWEST CORNER OF LOT NUMBERED FOURTEEN (14), BLOCK NUMBERED TWO (2) OF SAID WEST HEIGHTS ADDITION NO. 2; THENCE N00°25'36"E 103.95 FEET TO AN EXISTING IRON; THENCE N89°30'41"W 194.80 FEET TO AN EXISTING CHISELED 'X' ON THE WEST SIDE OF A SWALE; THENCE ALONG SAID SWALE, THE FOLLOWING BEARINGS AND DISTANCES:

S43°40'57"E	83.19 FEET TO A SET 1/2" IRON REBAR;
S35°03'01"E	26.91 FEET TO A SET 1/2" IRON REBAR;
S25°38'36"E	143.08 FEET TO A SET 1/2" IRON REBAR;
S69°39'05"E	11.80 FEET TO A SET 1/2" IRON REBAR;
S20°50'10"E	51.42 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.60 ACRES, MORE OR LESS. THE ABOVE DESCRIBED 0.60 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF Lot 14 and the South twenty-five (25) feet of Lot 13, Block 2, West Heights Addition #2 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF Lot 14 and the South twenty-five (25) feet of Lot 13, Block 2, West Heights Addition #2, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2020.

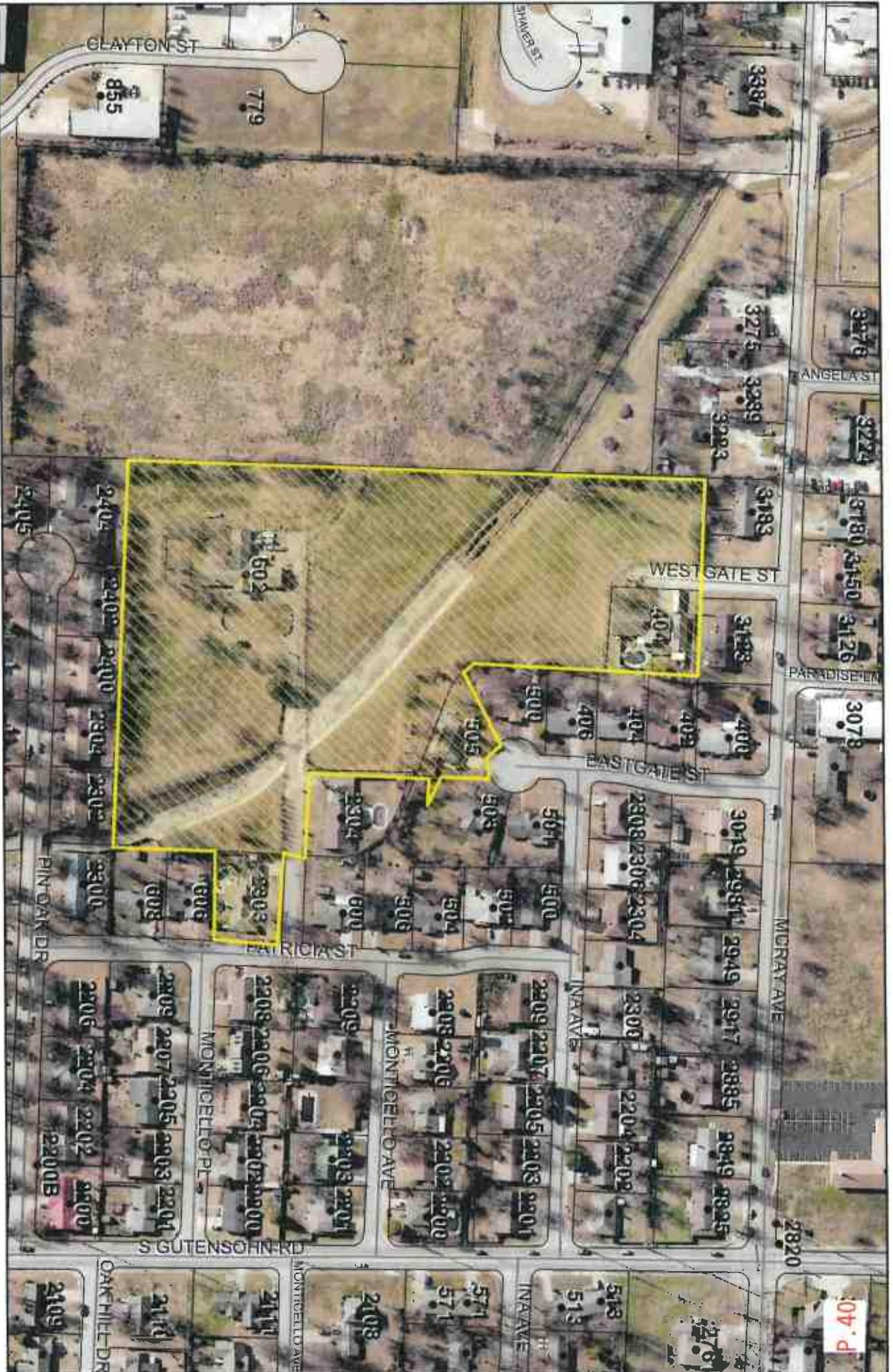
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

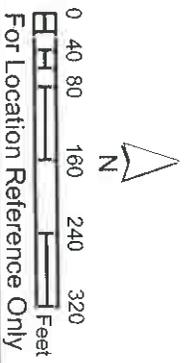
APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



FILE NO. RP19-01
APPLICANT: Gorman Family Revocable Trust
REQUEST: Replat

CITY COUNCIL MEETING
 March 10, 2020



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOT 24 ,
OAK ADDITION, PHASE XI TO THE CITY OF
SPRINGDALE, ARKANSAS, AND DECLARING AN
EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT NUMBERED TWENTY-FIVE (25) BEING A PART OF LOT NUMBERED TWENTY-FOUR (24) OF THE OAKS ADDITION, PHASE XI, TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER THE PLAT OF SAID ADDITION FILED IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A SET 1/2" IRON AT THE NORTHWEST CORNER OF SAID LOT TWENTY-FOUR (24); THENCE S89°57'01"E 254.53 FEET ALONG THE NORTH LINE OF SAID LOT TWENTY-FOUR (24) TO A SET IRON AT THE BEGINNING OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 39.31 FEET ALONG SAID CURVE, THE CHORD FOR WHICH BEING S44°56'34"E 35.38 FEET, TO A SET 1/2" IRON REBAR AT THE POINT OF TANGENCY; THENCE S00°06'08"W 113.90 FEET ALONG THE EAST LINE OF SAID LOT TWENTY-FOUR (24) TO A SET 1/2" IRON; THENCE LEAVING THE EAST LINE OF SAID LOT TWENTY-FOUR (24), N89°59'15"W 278.98 FEET TO A SET 1/2" IRON ON THE WEST LINE OF SAID LOT TWENTY-FOUR (24); THENCE N00°04'26"W 7.74 FEET ALONG THE WEST LINE OF SAID LOT TWENTY-FOUR (24) TO AN EXISTING IRON; THENCE N00°08'44"W 131.36 FEET TO THE POINT OF BEGINNING, CONTAINING 0.89± ACRES, MORE OR LESS.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF Lot 24, Oak Addition, Phase XI to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF Lot 24, Oak Addition, Phase XI, to the City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



37.D

FILE NO. RP20-03
APPLICANT: Betty Kay Gillihan
REQUEST: Replat

CITY COUNCIL MEETING
March 10, 2020



For Location Reference Only

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that in the past the City of Springdale has worked in conjunction with the Springdale Chamber of Commerce to promote business development and economic growth within the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$200,000.00 per year, as set out in the Agreement;

WHEREAS, because the Chamber is actively involved in promoting of business development and economic growth within the City of Springdale, Arkansas, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$200,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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 _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of Springdale, Arkansas, hereinafter referred to as "City," and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "Chamber;"

WITNESSETH:

WHEREAS, the City of Springdale recognizing the need for continued development and economic diversification, a broader tax base, and increased employment opportunities and improved quality of life for its citizens, wishes to provide for a coordinated effort to encourage, foster and promote the economic development of the City and its environs; and

WHEREAS, the Chamber of Commerce of the City of Springdale, Arkansas has actively promoted business development and economic growth within the region for the purpose of creating jobs, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor;

WHEREAS, it is the desire of the parties that the Chamber provide economic development services to the City utilizing, among other things, the provisions of Act 686 of 2017; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the economic well being combine and coordinate their efforts for such purpose and provide as effective economic development program for Springdale, to be operated as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. That the Chamber agrees to serve as the economic development marketing arm of the City for 2020 and 2021, subject to paragraph 5 of this Agreement.
2. Further, Chamber agrees that it shall be assigned the following responsibilities:
 - a. Chamber shall develop coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the City;
 - b. The Chamber shall be responsible for advancing the improvement, in the broadest sense, of the quality and the quantity of life in the City, utilizing, among other things, the provisions of Act 686 of 2017.
 - (1) Implementation, development and management of all marketing and advertising campaigns designed to attract a diverse segment of manufacturing, service industries, commercial and retail establishments, if such campaigns are used.
 - (2) Design and execution of an industrial retention and expansion program to encourage local manufacturing to remain and expand in the City.
 - (3) Operation of an on-going communications and promotions program for economic development activities in the City.
 - c. The Chamber shall provide a written report to the City Council on a quarterly basis relative to its economic development work. The reports will be due in January, April, July, and October of each year.

3. Further, it is agreed by and between the parties that in the role of serving as the economic development marketing arm for the City, Chamber shall be responsible for:

- a. Representing the City as the initial contact for manufacturing, service industries, commercial and retail prospects.
- b. Development of financial proposals to help accomplish the economic development goals, which includes development of financial proposals for project funding, which includes working with the City, AEDC, and regional and local financial institutions.
- c. Maintaining economic development files that will pertain to manufacturing, service industry, commercial and retail projects.

4. For the services to be provided by the Chamber to the City for the year 2020, the City shall pay \$200,000.00 to the Chamber. The sum of \$50,000.00 shall be paid on January 1, April 1, July 1, and October 1 in 2020, subject to paragraph 5 of this Agreement. For the services to be provided by the Chamber to the City for the year 2021, the City shall pay \$200,000.00 or an amount mutually agreed upon in writing and approved by the City, whichever amount is greater, to the Chamber. The sum shall be paid in four (4) equal installments on January 1, April 1, July 1, and October 1 in 2021, subject to paragraph 5 of this Agreement.

5. This Agreement shall terminate on December 31, 2021. However, should the City not appropriate the funds to pay the Chamber for 2021, this Agreement shall terminate December 31, 2020.

6. This Agreement does not create an exclusive right to conduct marketing of economic development by the Chamber on behalf of the City.

7. If the City appropriates the necessary funds through 2020 to fund this Agreement, this Agreement shall be automatically renewed for 2021 on the same terms and conditions as 2020 provided the Chamber requests renewal on or before October 1, and upon condition the City appropriates the necessary funds for 2021. If either party wants to change any of the terms or conditions set out in the Agreement, the party must submit those changes to the other party within 60 days prior to the expiration of the Agreement year. If the parties cannot agree to the changes, the Agreement will renew on the same terms and conditions set out herein provided the Chamber has requested renewal as provided herein, and provided the City appropriates the necessary funds.

WITNESS our hands and seals this _____ day of _____, 2020.

CITY OF SPRINGDALE

BY _____

ATTEST:

SPRINGDALE CHAMBER OF COMMERCE

BY _____

ATTEST:

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF SPRINGDALE SUPPORTING THE HOUSE JOINT RESOLUTION 1018 OF 2019 (HJR 1018 OF 2019) PROPOSING AN AMENDMENT TO THE ARKANSAS CONSTITUTION TO CONTINUE A LEVY OF A ONE-HALF PERCENT SALES AND USE TAX FOR STATE HIGHWAYS AND BRIDGES; COUNTY ROADS, BRIDGES, AND OTHER SURFACE TRANSPORTATION; AND CITY STREETS, BRIDGES, AND OTHER SURFACE TRANSPORTATION AFTER THE RETIREMENT OF THE BONDS AUTHORIZED IN ARKANSAS CONSTITUTION, AMENDMENT 91, AS SPECIAL REVENUE TO BE DISTRIBUTED UNDER THE ARKANSAS HIGHWAY REVENUE DISTRIBUTION LAW.

WHEREAS, Arkansas Constitution, Amendment 91, levies a one-half percent sale and use tax to provide additional funding for the state's four-lane highway system, county roads, and city streets; and,

WHEREAS, the one-half percent sales and use tax under Arkansas Constitution, Amendment 91, is due to expire on June 30, 2023 unless a new constitutional amendment is passed; and,

WHEREAS, HJR 1018 proposes that the sales and use tax levied under Arkansas Constitution, Amendment 91, be continued to provide special revenue for use of maintaining, repairing, and improving the state's system of highways, county roads, and city streets; and,

WHEREAS, without continuation of this sales and use tax the state will be unable to meet the severe and pressing needs to maintain and improve the state's system of state highways, county roads, and city streets; and,

WHEREAS, the continuation of the one-half percent sales and use tax will ensure future investment in the state highway system, county roads, and city streets; and,

WHEREAS, this investment will create jobs, aid in economic development, improve quality of life, and provide additional transportation infrastructure, including specifically, a four-lane highway construction plan designed to connect all regions of the state, and;

WHEREAS, it is beneficial for all municipalities to support HJR 1018 as a necessary funding mechanism for our travel-infrastructure and will serve as an economic boon for the State.

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

SECTION 1: That we do hereby support the legal proposals found in HJR 1018 of 2019, as well as its adoption by the people of the State of Arkansas at the next general election.

PASSED AND APPROVED this ____ day of _____, 2020

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AMENDMENT NO. 1 TO A DESIGN CONTRACT
FOR DEAN'S TRAIL
PROJECT NO. ST1801**

WHEREAS, the City of Springdale entered into a contract with Garver Engineers, dated October 15, 2018, for partial design of Dean's Trail, and

WHEREAS, additional grant funding has been provided for this project

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

Section 1. The Mayor and City Clerk are hereby authorized to execute amendment no. 1 to the Garver Engineering contract for Dean's Trail.

Section 2. The Mayor is hereby authorized, for the Dean's Trail project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

PASSED AND APPROVED this 10th day of March, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Springdale
Springdale, AR
Project No. 18047110

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Springdale (Owner) and GARVER, LLC (GARVER), dated October 15, 2018 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the:

Extension of Dean's Trail from the end of Phase 1 southward to Lake Fayetteville.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

The additional scope of services for Phase 2 & 3 is included in the attached Appendix A, which shall hereby be added to the agreement, and summarized as follows:

Phase 2 shall terminate at Sara Ford Avenue and Hwy. 412. Phase 3 shall be divided into two distinct sections, Phase 3A from the intersection of Sara Ford Avenue to Don Tyson Parkway, and Phase 3B from Don Tyson Parkway to Lake Fayetteville. The route of Phase 3A will be modified to be located around the north and west sides of the J.O. Kelly Middle School property, continuing south along the west property line of Knapp Elementary School then heading west to the unnamed tributary of Clear Creek and continuing south along the tributary crossing under Electric Avenue and Spring Creek Avenue to the existing trail crossing under Don Tyson Parkway.

The final design, property acquisition and bidding services for Phase 3B is removed from the scope of services. The final proposed route for Phase 3B will be decided at a future date.

SECTION 3 – PAYMENT

The table from the original contract shall be removed and replaced with the following table.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	REVISED FEE AMOUNT	FEE TYPE
<i>Utility Marking</i>	\$500.00	\$500.00	\$1,000.00	--
<i>Record Research</i>	\$400.00	\$0.00	\$400.00	--
Environmental	\$8,170.00	\$0.00	\$8,170.00	Hourly
Surveys	\$19,860.00	\$19,300.00	\$39,160.00	Hourly
Final Design	\$54,370.00	\$93,700.00	\$148,070.00	Hourly
Final Design – Water & Sewer Phase 2	\$0.00	\$32,500.00	\$32,500.00	Hourly



Final Design – Water & Sewer Phase 3A	\$0.00	\$35,600.00	\$35,600.00	Hourly
Property Acquisition Services	\$25,980.00	\$0.00	\$25,980.00	Hourly
Bidding Services	\$10,700.00	\$0.00	\$10,700.00	Hourly
Construction Phase Services – Phase 2	\$0.00	\$0.00	\$0.00	Hourly
TOTAL FEE	\$119,980.00	\$181,570.00	\$301,550.00	

Increase the total amount paid to GARVER under this agreement by **\$181,570.00** from **\$119,980.00** to **\$301,550.00**.

APPENDIX B – HOURLY RATES AND FEE SPREADSHEETS

The attached Appendix B fee spreadsheets that include the hourly estimates for the Amendment No. 1 additional services shall be added to the agreement.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF SPRINGDALE

GARVER, LLC

By: _____
Signature

By: Ronald S. Petrie
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: 2/18/2020

Attest: _____

Attest: D. Jeffrey Webb

APPENDIX A – SCOPE OF SERVICES

Amendment No. 1

1. General

The scope of the project is hereby modified as follows:

Phase 2 shall terminate at Sara Ford Avenue and Hwy. 412. Phase 3 shall be divided into two distinct sections, Phase 3A from the intersection of Sara Ford Avenue to Don Tyson Parkway, and Phase 3B from Don Tyson Parkway to Lake Fayetteville. The route of Phase 3A will be modified to be located around the north and west sides of the J.O. Kelly Middle School property, continuing south along the west property line of Knapp Elementary School then heading west to the unnamed tributary of Clear Creek and continuing south along the tributary crossing under Electric Avenue and Spring Creek Avenue to the existing trail crossing under Don Tyson Parkway.

The final design, property acquisition and bidding services for Phase 3B is removed from the scope of services. The final proposed route for Phase 3B will be decided at a future date.

2. Surveys

2.1. Design Surveys

Garver will provide the staking of the centerline of Phase 2 and Phase 3 for coordination of utility potholing by others.

Garver will provide additional field survey topographic data for up to 4,500-ft of new alignment for Phase 3A of the project, and this survey will be tied to the Owner's control network.

2.2. Property Surveys

No Additional Scope.

3. Geotechnical Services

No Additional Scope.

4. Coordination

Garver will attend up to four (4) Trails Committee meetings for the coordination of the proposed routes of Phase 2 and 3 of Dean's Trail. Garver will prepare up to six (6) alternate conceptual alignments for Phase 3 including associated exhibits and planning level opinions of probable cost to assist the Trails Committee in making the final alignment decision. Garver will assist the City in the development of TAP / RTP grant funding applications through ARDOT. Garver will coordinate with City Staff and Property Owners as necessary for the additional scope defined in this paragraph.

Garver will prepare for and conduct one (1) public meeting for Phase 2 and Phase 3. The purpose of this public meeting will be to gather input on alternate routes for Phase 2, Phase 3A, and Phase 3B. Garver will prepare a synopsis of the feedback received at the public meeting and present to the City and Trails Committee.

5. Environmental Services

No Additional Scope.

6. Final Design (Phase 2 and 3A)

Garver will redesign Phase 2 from the Tunnel under Hwy. 412 to cross the unnamed creek tributary and end at Sara Ford Avenue, including redesign of associated retaining walls, drainage improvements, maintenance of traffic, and pavement marking and signage.

During the final design phase for Phase 3A, Garver will redesign the north half of Phase 3A (approximately 4,500-ft) on a new alignment as detailed in Section 1 above. Garver will utilize existing 60% construction drawings for the south half of Phase 3A. Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of the final reviews and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will design relocations for existing water and sanitary sewer lines for Phase 2 and Phase 3A. Garver will provide the permanent utility easement documents for these water and sanitary sewer line relocations.

Final Design for Phase 3B is removed from the scope of services.

7. Property Acquisition Documents

Property Acquisition Documents for Phase 3B is removed from the scope of services.

8. Bidding Services

Bidding Services for Phase 3B is removed from the scope of services.

9. Construction Phase Services

Construction Phase Services is excluded from the scope of services.

10. Project Deliverables

The following additional items will be submitted to the Owner, or others as indicated, by Garver:

- F. Two copies of the Phase 3A Final Design with opinion of probable construction cost.
- G. Two copies of the revised Phase 3A Final Design with opinion of probable construction cost.
- H. One copy of the revised of the Phase 3A Final Plans to each potentially affected utility company.
- I. Digital copies of the monthly progress reports.
- J. Digital copies of approved shop drawings/submittals from the Contractor.
- K. One hard copy set of Record Drawings.

11. Extra Work

The following additional items are not included under this agreement but will be considered as extra work:

- O. Design of any utilities relocation other than water and sewer for Phase 2 and Phase 3A.
- P. Retaining walls or other significant structural design beyond that required for the proposed crossings under Electric Avenue and Spring Creek Avenue.
- Q. Permitting Fees other than the Arkansas Department of Health review fee.
- R. Trailhead design.
- S. Construction Observation or Administration Services.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

12. Schedule (Phase 3A)

Garver shall begin work under this Agreement for Phase 3A within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	30 days from NTP
Final Design	90 days from completion of Surveys
Property Acquisition Documents	30 days from approval of Final Design



APPENDIX B

**Amendment 1 - Dean's Trail, Phase 2 & 3
Garver Hourly Rate Schedule: July 2019 - June 2020**

Classification	Rates
Engineers / Architects	
E-1	\$ 108.00
E-2	\$ 126.00
E-3	\$ 152.00
E-4	\$ 178.00
E-5	\$ 217.00
E-6	\$ 272.00
E-7	\$ 361.00
Planners / Environmental Specialist	
P-1	\$ 131.00
P-2	\$ 164.00
P-3	\$ 204.00
P-4	\$ 232.00
P-5	\$ 268.00
P-6	\$ 306.00
P-7	\$ 370.00
Designers	
D-1	\$ 101.00
D-2	\$ 118.00
D-3	\$ 141.00
D-4	\$ 164.00
Technicians	
T-1	\$ 79.00
T-2	\$ 100.00
T-3	\$ 122.00
Surveyors	
S-1	\$ 49.00
S-2	\$ 64.00
S-3	\$ 86.00
S-4	\$ 124.00
S-5	\$ 164.00
S-6	\$ 186.00
2-Man Crew (Survey)	\$ 198.00
3-Man Crew (Survey)	\$ 247.00
2-Man Crew (GPS Survey)	\$ 218.00
3-Man Crew (GPS Survey)	\$ 267.00
Construction Observation	
C-1	\$ 96.00
C-2	\$ 123.00
C-3	\$ 150.00
C-4	\$ 185.00
Management/Administration	
M-1	\$ 370.00
X-1	\$ 62.00
X-2	\$ 84.00
X-3	\$ 117.00
X-4	\$ 150.00
X-5	\$ 183.00
X-6	\$ 231.00
X-7	\$ 279.00

APPENDIX B

CITY OF SPRINGDALE DEAN'S TRAIL, PHASES 2 & 3 AMENDMENT NO. 1

FEE SUMMARY

Title I Services	Original Contract	Amendment No. 1
<i>Geotechnical Services</i>	\$0.00	\$0.00
<i>Additional Record Research (if needed)</i>	\$400.00	\$0.00
<i>Utility Marking</i>	\$500.00	\$500.00
<i>Environmental Handling/Documentation</i>	\$8,170.00	\$0.00
<i>Surveys</i>	\$19,860.00	\$19,300.00
<i>Conceptual Design</i>	\$0.00	\$0.00
<i>Preliminary Design</i>	\$0.00	\$0.00
<i>Final Design</i>	\$54,370.00	\$93,700.00
<i>Final Design - Water & Sewer (Phase 2)</i>	\$0.00	\$32,500.00
<i>Final Design - Water & Sewer (Phase 3A)</i>	\$0.00	\$35,570.00
<i>Property Acquisition Documents</i>	\$25,980.00	\$0.00
<i>Bidding Services</i>	\$10,700.00	\$0.00
Subtotal for Title I Services	\$119,980.00	\$181,570.00
Title II Services		
<i>Construction Materials Testing</i>	\$0.00	\$0.00
<i>Construction Phase Services</i>	\$0.00	\$0.00
Subtotal for Title II Services	\$0.00	\$0.00
Totals	\$119,980.00	\$181,570.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1
SURVEYS**

WORK TASK DESCRIPTION	E-4	S-5	S-4	T-1	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$178.00 hr	\$164.00 hr	\$124.00 hr	\$79.00 hr	\$198.00 hr	\$218.00 hr
1. Surveys - Topographic						
Stake proposed Centerline of Phase 2 and Phase 3 for Utility Potholing	2			20		
Coordinate with Owner and Engineers	4	4				
Horizontal and Vertical Control (Utilize Previous Control)						
Additional Topo (up to 4,500-ft new route)		4	4		20	30
Data Processing (Add to basemap)		2	20	16		
Subtotal - Surveying	6	10	24	36	20	30
2. Surveys - Property						
No additional scope						
Subtotal - Surveying	0	0	0	0	0	0

Hours	6	10	24	36	20	30
Salary Costs	\$1,068.00	\$1,640.00	\$2,976.00	\$2,844.00	\$3,960.00	\$6,540.00

SUBTOTAL - SALARIES: \$19,028.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$25.00
Survey Supplies	\$50.00
Travel Costs	\$147.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$272.00

SUBTOTAL: \$19,300.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$19,300.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1
FINAL DESIGN**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination/ Alternatives							
Trails Committee meetings	4		8				
TAP / RTP Funding Applications	2		1			10	
Alternate Alignment Cost Estimates	2		20			5	5
Alternate Alignment Exhibits	1		10			10	5
Dick Smith Street Alternatives for Trails Committee/ City Council	1					2	12
Meetings and coordination with City Staff / Property Owners	10		8				
Public Meeting							
Alignment Alternative Development for Phases 2&3	8		6				10
Develop Public Meeting Materials			5				5
Conduct Public Meeting	2		4			4	2
Public Meeting Synopsis			1				1
Phase 2 Realignment (Hwy. 412 Tunnel to Sara Ford Avenue)							
Plan & Profile Sheets	2		8			24	16
Maintenance of Traffic Plan	1		1			2	4
Cross Sections			2			4	4
Pavement Marking and Signage			1			2	2
Drainage Improvements			4			8	4
Final Plans (Phase 3A - Hwy. 412 to Don Tyson Pkwy.)							
Project Phasing	2		4			8	
Typical Sections			2			2	2
Plan & Profile Sheets	2		20			30	20
Maintenance of Traffic Plan	1		2			4	
Cross Sections			2			4	8
Pavement Marking and Signage			2			4	4
Drainage Improvements			4			16	
Typical Details	1		4			8	6
Trail Lighting Coordination			8			8	
Coordination with Utility Companies	2		16				
Coordination and Meetings with Owner	12		16				
ARDOT Coordination	2		8				
Specifications/Contract Documents	1		16			16	
Quantities	1		4			10	
Opinion of Probable Construction Cost	1		4			2	
QC Review	4		8				
Subtotal - Civil Engineering	62	0	199	0	0	183	110
2. Structural Engineering (Phase 3A)							
Retaining Wall Layout/Elevations	4		8			16	8
Bridge							
Structural Details	2		4			8	16
Structural Specifications			2				
Subtotal - Structural Engineering (Phase 3A)	6	0	14	0	0	24	24.0

Hours	68	0	213	0	0	207	134
Salary Costs	\$19,244.00	\$0.00	\$39,618.00	\$0.00	\$0.00	\$23,391.00	\$11,122.00

SUBTOTAL - SALARIES: \$93,376.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$40.00
Postage/Freight/Courier	\$60.00
Travel Costs	\$225.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$325.00

SUBTOTAL: \$93,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$93,700.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1**

Water and Sewer Design - Phase 2

WORK TASK DESCRIPTION	E-4	E-3	E-1	T-1	S-5	S-4
	\$178.00	\$152.00	\$108.00	\$79.00	\$164.00	\$124.00
	hr	hr	hr	hr	hr	hr
1. Preliminary Water/Sewer Design - Phase 2						
Preliminary Plans						
W&S Horizontal Alignments	2	4	8			
Plan & Profile Sheets		16	16	20		
Coordination with Utility Companies		2				
Coordination and Meetings with Owner/SWU	2	4				
Opinion of Probable Construction Cost	2	2	2			
QC Review	4					
Subtotal - Preliminary Water/Sewer Design - Phase 2	10	28	26	20	0	0
2. Final Water/Sewer Design - Phase 2						
Final Plans						
Plan & Profile Sheets		16	16	20		
Maintenance of Traffic Plan		2	2	6		
Typical Details		2	2	4		
Final Review/Walkthrough with City		4				
Coordination with Utility Companies		4				
Coordination and Meetings with Owner	4	4				
Coordination with DOT	2	8	8			
Coordination with Health Department		4	2			
Specifications/Contract Documents		4				
Quantities			4			
Opinion of Probable Construction Cost		2				
QC Review	6					
Plan Revisions from Final SWU Review	2	6		16		
Subtotal - Final Water/Sewer Design - Phase 2	14	56	34	46	0	0
3. Utility Easement Documents for Water and Sewer - Phase 2						
Permanent Utility Easement Documents					4	8
Temporary Construction Easements					2	4
Coordination with City		1				
Coordination with SWU		2				
Subtotal - Utility Easements - Phase 2	0	3	0	0	6	12

Hours	24	87	60	66	6	12
Salary Costs	\$4,272.00	\$13,224.00	\$6,480.00	\$5,214.00	\$984.00	\$1,488.00

SUBTOTAL - SALARIES: \$31,662.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$88.00
Postage/Freight/Courier	\$50.00
Ar. Dept. of Health Review Fee	\$500.00
Travel Costs	\$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$838.00

SUBTOTAL: \$32,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$32,500.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1**

Water and Sewer Design - Phase 3A

WORK TASK DESCRIPTION	E-4	E-3	E-1	T-1	S-5	S-4
	\$186.00	\$159.00	\$113.00	\$83.00	\$171.00	\$129.00
	hr	hr	hr	hr	hr	hr
1. Preliminary Water/Sewer Design - Phase 3A						
Preliminary Plans						
W&S Horizontal Alignments	2	12				
Plan & Profile Sheets		32	8	24		
Coordination with Utility Companies		2				
Coordination and Meetings with Owner/SWU	2	4				
Opinion of Probable Construction Cost		2	2			
QC Review	4					
Subtotal - Preliminary Water/Sewer Design - Phase 3A	8	52	10	24	0	0
2. Final Water/Sewer Design - Phase 3A						
Final Plans						
Plan & Profile Sheets		20	8	24		
Maintenance of Traffic Plan						
Typical Details		2	2	4		
Final Review/Walkthrough with City		4				
Coordination with Utility Companies		4				
Coordination and Meetings with Owner	2	4				
Coordination with DOT	4					
Coordination with Health Department		6				
Specifications/Contract Documents		4				
Quantities		2	4			
Opinion of Probable Construction Cost	2	2				
QC Review	6					
Plan Revisions from Final SWU Review		8		4		
Subtotal - Final Water/Sewer Design - Phase 3A	14	56	14	32	0	0
3. Utility Easement Documents for Water and Sewer - Phase 3A						
Permanent Utility Easement Documents					8	16
Temporary Construction Easements					4	8
Coordination with City		2				
Coordination with SWU		4				
Subtotal - Utility Easements - Phase 3A	0	6	0	0	12	24

Hours	22	114	24	56	12	24
Salary Costs	\$4,092.00	\$18,126.00	\$2,712.00	\$4,648.00	\$2,052.00	\$3,096.00

SUBTOTAL - SALARIES: \$34,726.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$94.00
Postage/Freight/Courier	\$50.00
Ar. Dept. of Health Review Fee	\$500.00
Travel Costs	\$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$844.00

SUBTOTAL: \$35,570.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$35,570.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE NORTHWEST ARKANSAS RAZORBACK GREENWAY ALLIANCE.

WHEREAS, during the planning phase of the Northwest Arkansas Razorback Greenway, it was acknowledged that because of its unique regional characteristics, stewardship of the facility would require a non-traditional and uniquely cooperative approach to management and operations with integral involvement of all cities through which the Greenway traversed; and

WHEREAS, uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements were outlined in the “Northwest Arkansas Razorback Greenway Operations and Management Plan;” and

WHEREAS, the Plan, which was adopted by all cities in the corridor, included a commitment from each city to participate through membership in a regional committee with the purpose of jointly and cooperatively facilitating uniformity and consistency in the standards, operations, and management of the Greenway; and

WHEREAS, such joint cooperation is best achieved through the Interlocal Cooperation Act, codified at Ark. Code Ann. §25-20-101 *et seq.*, through an agreement to create and participate in the Northwest Arkansas Razorback Greenway Alliance.

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

SECTION 1. That the Mayor be, and is hereby authorized to execute the “Northwest Arkansas Razorback Greenway Alliance Agreement,” which is herewith approved and attached hereto.

SECTION 2. That said Agreement shall only become operative and in effect upon approval of all cities involved (Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista).

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**NORTHWEST ARKANSAS RAZORBACK GREENWAY ALLIANCE
AGREEMENT**

AN AGREEMENT FOR JOINT, COOPERATIVE UNDERTAKINGS ASSOCIATED WITH THE OPERATIONS AND MANAGEMENT OF THE NORTHWEST ARKANSAS RAZORBACK GREENWAY, between the Cities of Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista.

ARTICLE I – AUTHORIZATION

Under provisions of the Interlocal Cooperation Act, as amended, codified as A.C.A. 25-20-101, *et seq.*, the cities listed above, herein called the parties to this agreement, agree to join cooperatively to insure and facilitate uniformity and consistency in the standards, operations, and management of the Northwest Arkansas Razorback Greenway (the “Greenway”) consistent with the respective “Northwest Arkansas Razorback Greenway Operations and Management Plan” previously adopted by each City; and in furtherance of such joint cooperation, herewith form the Northwest Arkansas Razorback Greenway Alliance (the “Alliance”).

ARTICLE II – DURATION

The Alliance shall have a perpetual existence.

ARTICLE III - PURPOSE

The Northwest Arkansas Razorback Greenway was conceived, designed, and constructed as a world-class facility and an amenity of regional significance. During the planning phase, it was acknowledged by each city, that while each had its own operations and maintenance departments, a key to a sustainable quality Greenway over the length of the corridor would be a consistency of standards, cooperation and coordination and the building of enduring partnerships. Because of its unique regional characteristics, stewardship of the Greenway requires a non-traditional and uniquely cooperative approach to management and operations. Accordingly, each city adopted the “Northwest Arkansas Razorback Greenway Operations and Management Plan,” hereafter referred to as the “Plan,” which established uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements. Also included in the Plan was a commitment from each city to participate through membership in a regional committee as is established by this agreement, with the purpose of jointly and cooperatively facilitating the policies, goals, objectives, and recommendations outlined in the adopted Plan.

ARTICLE IV – FINANCING

Any contribution, bequest, gift or grant of funds to the work of the Alliance for Greenway associated purposes may be received and disbursed, pursuant to the budgeting

direction of the Alliance, through the Northwest Arkansas Regional Planning Commission (NWARPC), of which all signatories hereto are members. In no event shall any Alliance member be financially obligated without the consent of its governing body.

ARTICLE V - TERMINATION

This agreement shall continue in full force subsequent to its adoption by all signatory parties. Whenever one (1) member jurisdiction shall by resolution withdraw from the Alliance, this agreement shall cease to be in effect, and the Alliance considered dissolved. Any assets or funds set aside for the Alliance shall subsequently be disbursed to each of the seven (7) members in equal shares.

ARTICLE VI – MEMBERSHIP

- A. CONSTITUTION. The Alliance shall be governed by a seven (7) member Joint Board consisting of a representative of each city through which the Greenway traverses. The Board shall include the Mayor, or a representative designated by the Mayor of each city that is a member of the Alliance. The designated representative shall be responsible to the Mayor or to an agency of the City. All affirmative decisions of the Board shall require unanimous approval of the entire Board.
- B. TERMS. A Board member who is a Mayor may serve on the Board during his or her term of office as a member of the Alliance. A Board member who is the designated representative of a Mayor serves at the pleasure of the Mayor of the city. The term of such a member shall not extend beyond the term of the appointing public official. A new Mayor may designate the same person who served as the designated representative of a previous Mayor, as their designated representative to serve as a member.
- C. PAY AND EXPENSES. The members of the Board of the Alliance shall receive no salary or per diem.

ARTICLE VII – POWERS AND DUTIES

It shall be the duty of the Joint Board to cooperatively work to achieve the Purposes as set out in Article III hereof.

ARTICLE VIII – OFFICERS, MEETINGS, AND RULES

- A. OFFICERS. At its organizational meeting and at the first regular meeting of each fiscal year, the Board shall elect one of its members as Chairman, and one as Vice-Chairman.
- B. MEETINGS. The Board shall meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as

provided by Arkansas law, and shall be conducted pursuant to procedures established by the Board. A meeting may be called at the direction of the Chairman, or upon the direction of a majority of the members of the Board.

- C. RULES. Four (4) members of the Board shall constitute a quorum; however, decisions affecting the Greenway shall, in order to be affirmative, require unanimous approval of all Board members. The Board shall adopt rules for the transaction of business, and shall keep a complete record of its activities and business, which shall be a public record. The Board may avail itself of NWARPC services to convene meetings, provide accommodations, give appropriate public notice, keep records, and to provide needed financial services.

ARTICLE IX – AMENDMENT

This Agreement may be modified or amended in the same manner as this Agreement was adopted.

ARTICLE X – ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties.

In WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective behalves on the signature dates set forth below.

1. CITY OF FAYETTEVILLE, ARKANSAS, BY: _____

DATE: _____

2. CITY OF JOHNSON, ARKANSAS, BY: _____

DATE: _____

3. CITY OF SPRINGDALE, ARKANSAS, BY: _____

DATE: _____

4. CITY OF LOWELL, ARKANSAS, BY: _____

DATE: _____

5. CITY OF ROGERS, ARKANSAS, BY: _____

DATE: _____

6. CITY OF BENTONVILLE, ARKANSAS, BY: _____

DATE: _____

7. CITY OF BELLA VISTA, ARKANSAS, BY: _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE GRANT OF A UTILITY EASEMENT TO CARROLL ELECTRIC COOPERATIVE CORPORATION ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS (PARCEL NO. 21-00167-545, PARCEL NO. 21-00167-470 AND PARCEL NO. 21-00167-471, SPRINGDALE, BENTON COUNTY, ARKANSAS).

WHEREAS, the City of Springdale, Arkansas, owns three tracts of property known as Parcel No. 21-00167-545, Parcel No. 21-00167-470, and Parcel No. 21-00167-471, Springdale, Benton County, Arkansas ("the Property");

WHEREAS, Carroll Electric is in need of a utility easement across the Property, as shown on the attached Exhibit "A";

WHEREAS, the utility easement is necessary for the construction of a new electric transmission line to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a utility easement across the Property to Carroll Electric.

PASSED AND APPROVED this ____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Easement prepared by
 Carroll Electric Cooperative Corporation
 920 Hwy 62 Spur
 Berryville AR 72616

RIGHT OF WAY EASEMENT

Date 02/17/2020
 County: Benton Easement # 015714-01

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, whether one or more, City of Springdale and _____ hereinafter called "Grantors", for good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant and convey unto **Carroll Electric Cooperative Corporation (Grantee)**, hereinafter called "Cooperative", whose principal office is in Berryville, Arkansas, and unto its successors, licensees or assigns, a perpetual easement right, privilege, and authority to enter upon the lands of the undersigned Grantor, and to place, construct, reconstruct, erect, excavate, add to, relocate, rebuild, modify, change operating voltage level, repair, replace, patrol, operate and maintain on, over, and under the described lands, and in and upon all streets, roads, highways and other rights of way abutting said premises, overhead lines and underground cables of one or more circuits to serve as service, distribution, or transmission lines, or combinations of all, to transmit electrical energy and communications, including but not limited to poles, towers, wires, buried cable, guys, brace poles, guy wires, anchors, and other appurtenances necessary thereto, together with the right of ingress and egress to and from the lines of the Cooperative, over the lands of Grantors, which said lands

of Grantors situated in the County of Benton, State of Arkansas, are described as follows:
See Attachment A

Part of Section 19, Township 18N, Range 30W
Part of Section 20, Township 18N, Range 30W

The location of the right-of-way easement on the above described premises shall be determined by the Cooperative and shall have a cross-section as shown in Figure 1 of this easement with the tract being generally described as follows:

See Attachment A
Easement Description

with centerline being finally determined as constructed.

At points of angle and termination in the line, Cooperative shall have the right to place anchors, stub poles, and guy wires outside of the width shown on the cross-section drawing in Figure 1 and said easement shall also extend 10' in all directions from all anchors, stub poles, and guy wires. The extension of the easement for the anchors, stub poles and guy wire shall be finally determined as they are constructed.

Grantors do also hereby grant and convey to Cooperative the perpetual right to clear and keep clear by cutting, trimming, spraying or removing by any other manner all brush, trees, **timber**, and vegetation within the defined easement and, at the Cooperative's option, to cut or top all other trees outside of the defined easement that would in the sole opinion of the Cooperative, endanger or be a hazard to the operation and maintenance of the lines. And to dispose of trees and brush in any manner desired by the Cooperative. And agree that no shrubs or trees shall be planted within the defined easement. And further agrees that no structures will be erected within 15 feet of the finally constructed centerline.

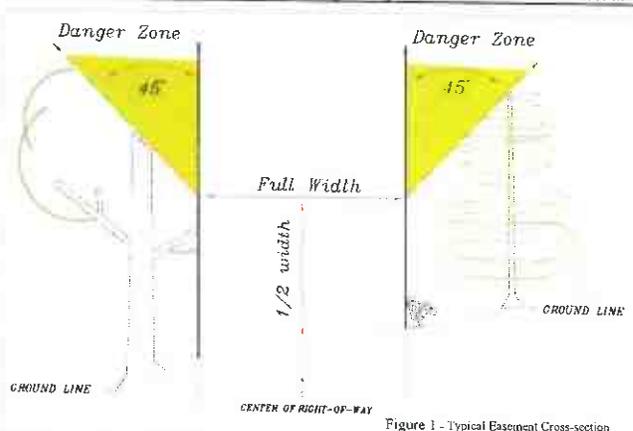


Figure 1 - Typical Easement Cross-section

Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said line by Cooperative. Grantors further agree that Grantors will not make or allow others to make any attachments to any lines, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

Grantors agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantors' property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantors covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantors have set their hands and seal on this _____ day of _____, 20____.

Signature of Grantor 1

Signature of Grantor 2

Printed Name of Grantor 1

Printed Name of Grantor 2

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned a Notary Public with and for the County and State aforesaid duly commissioned and acting _____ and _____ to me well known as the grantor(s) in the foregoing easement and each stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

(SEAL)

ATTACHMENT A Utility Easement

Easement Description:

FROM THE NE CORNER OF THE PROPERTY, THENCE SOUTHERLY APPROXIMATELY 30 FEET TO THE CENTER AND BEGINNING OF A 30 FOOT WIDE EASEMENT, THENCE WESTERLY APPROXIMATELY 2,000 FEET TO THE END OF EASEMENT.

ALSO:

FROM THE NW CORNER OF THE PROPERTY, THENCE EASTERLY AN APPROXIMATE 35 FEET TO THE CENTER AND BEGINNING OF A 30 FOOT WIDE EASEMENT, THENCE SOUTHEASTERLY AN APPROXIMATE 45 FEET, THENCE SOUTHERLY AN APPROXIMATE 1,950 FEET, THENCE WESTERLY AN APPROXIMATE 55 FEET TO THE END OF EASEMENT.
ALL SUBJECT TO THE ROAD RIGHTS-OF-WAYS

Property Description:

The North 3/4 of the W 1/2 of the NE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

Tract B-3:

(PIN 21-00167-545)

The W 1/2 of the W 1/2 of the SW 1/4 of Section 20, T-18-N, R-30-W, Benton County, Arkansas.

AND

(PIN 21-00167-470)

The E 1/2 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

LESS & EXCEPT A tract in the NW corner of said 80.00 acre tract, described as follows: Beginning at the NW corner of said 80.00 acre tract, and running thence East 40 rods; thence South 60 rods; thence West 40 rods; thence North 60 rods to the place of beginning.

LESS & EXCEPT A part of the SE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas, being more particularly described as follows: From a found 1/2 inch rebar representing the SW corner of the SE 1/4 of the SE 1/4 of said Section 19; thence N 02°24'27" E, 608.55 feet; thence S 87°31'56" E, 37.12 feet to the point of beginning; thence N 02°16'36" E, 50.00 feet; thence S 87°31'56" E, 121.53 feet; thence S 02°28'04" W, 50.00 feet; thence N 87°31'56" W, 121.36 feet to the point of beginning, containing 0.14 acres, more or less, and subject to any easements and/or rights-of-way of record, if any.

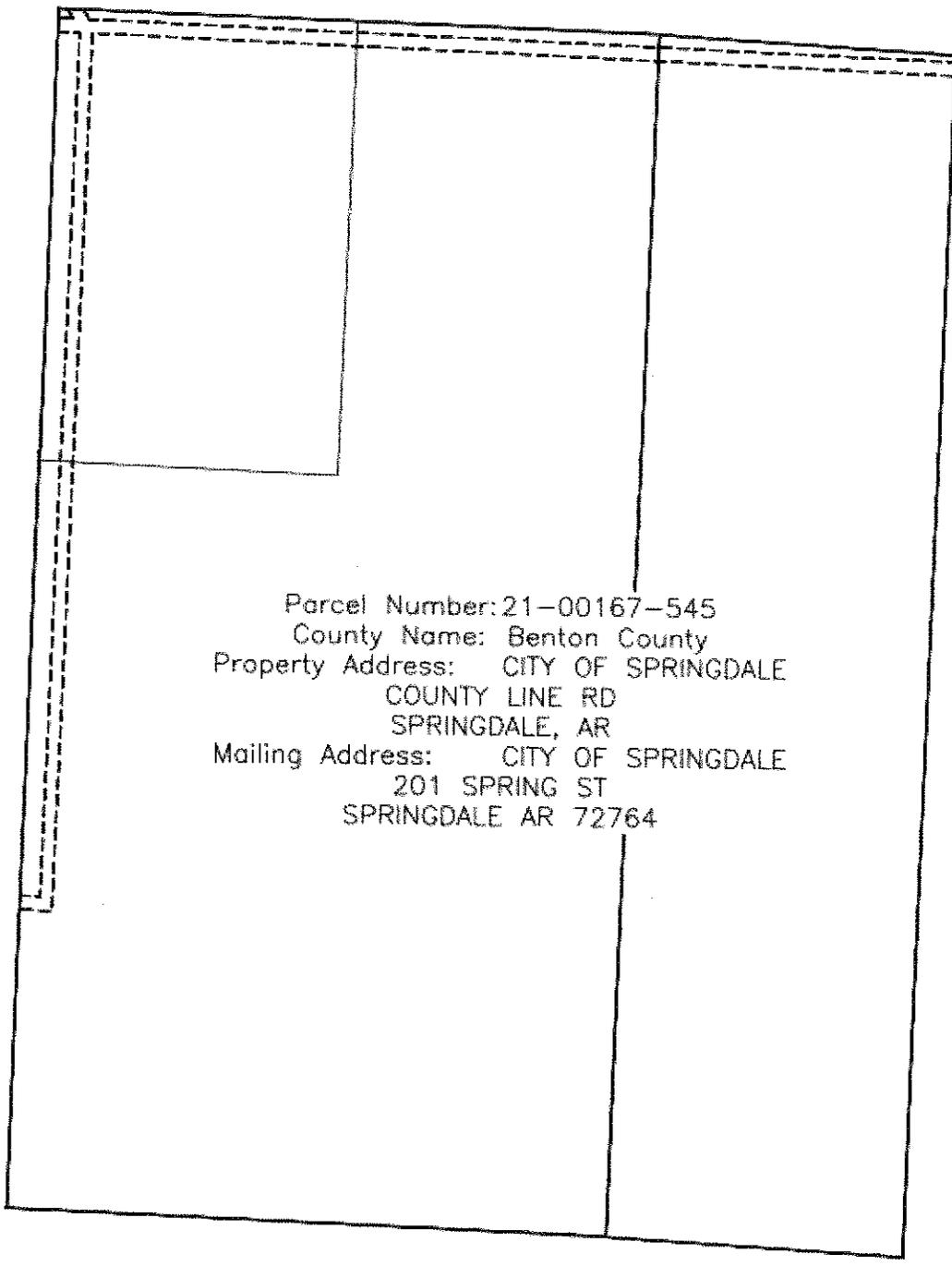
The above described Tracts A & B-3 being more particularly described on a plat of survey by David A. Wilkins, PLS #1439, dated November 2012 and designated as job #12932, as follows:

The E 1/2 of the SE 1/4 of Section 19, T-18-N, R-30-W, and the W 1/2 of the W 1/2 of the SW 1/4 of Section 20, T-18-N, R-30-W of the Fifth Principle Meridian, City of Springdale, Benton County, Arkansas, being more particularly described as follows:

Beginning at a found 1/2" rebar for the SW corner of the SE 1/4 of the SE 1/4 of said Section 19, thence N 02°24'27" E, a distance of 1671.79 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence N 02°27'51" E, a distance of 982.26 feet to the NW corner of the NE 1/4 of the SE 1/4 of said Section 19; thence S 87°55'57" E, a distance of 1335.40 feet to a set iron pin with orange plastic cap "ESI COA 131" for the NE corner of said forty acre tract; thence S 86°26'02" E, a distance of 659.41 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence S 02°28'04" W, a distance of 2655.17 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence N 86°35'41" W, a distance of 660.01 feet to a found 1/2" rebar for the SE corner of said SE 1/4, SE 1/4; thence N 87°48'22" W, a distance of 1332.93 feet to the point of beginning, containing 121.58 acres (5,295,990 square feet, more or less), and being subject to any easements, covenants or rights of way of record, if any.

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

EXHIBIT



That which is underlined is added and that which is stricken through is deleted.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 130, ARTICLE 12, SECTION 3.8(C)(4) OF CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, Chapter 130, Article 12, Section 3 of the Code of Ordinances for the City of Springdale, Arkansas, sets forth the sign requirements in the Ballpark Area/Southwest Springdale District Overlay, including the type, size and location of signs in the overlay district and only the types and locations provided are allowed with no variances from the provision of the section permitted with the overlay district;

WHEREAS, Chapter 130, Article 12, Section 3.8(c)(4) of the Code of Ordinances for the City of Springdale, Arkansas, establishes sign requirements for specific uses; churches, schools, libraries, community centers or other public/semi-public facilities, and there is desire to amended the requirements to allow these specific uses additional signage;

WHEREAS, a public hearing was held before the Springdale Planning Commission on March 3, 2020 after notice was given of said hearing as required by law;

WHEREAS, after said public hearing the Springdale Planning Commission recommends that Chapter 130, Article 12, Section 3.8(c)(4) of the Code of Ordinances for the City of Springdale, Arkansas, be amended to allow the use of monument signs for specific uses; and

WHEREAS, the City Council after review and study concurs with the recommendations of the Planning Commission.

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

Section 1: That Chapter 130, Article 12, Section 3.8(c)(4) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

- (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 ten (10) acres or less shall be allowed two (2) wall signs, with not more than one (1) on a façade. ~~No such sign shall have an overall area exceeding thirty two (32) square feet. In lieu of one (1) of the wall signs, one (1) detached monument sign shall be permitted. Such monument sign shall be located on the premises and not less than ten (10) feet from the street right-of-way, and each sign face shall not exceed thirty two (32) square feet in area. The height of such sign shall not exceed five (5) feet above the average grade; provided, that for each two (2) foot setback from the street right-of-way in excess of ten (10) feet, an additional foot may be added to the height of the sign to a maximum of eight (8) feet. Total square footage of all attached signs located on a given side of a building shall not exceed twenty (20) percent of the total square footage of the wall area on that side of the building, up to a maximum eight hundred (800) square feet. Wall 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. In lieu of one (1) of the wall signs, one (1) monument sign 3 as specified in section (f) above shall be permitted.

- (b) ~~Facilities with a land area of more than ten (10) acres shall be allowed three (3) wall signs, with not more than one (1) on a façade. No such sign shall have an overall area exceeding fifty (50) square feet. In lieu of one (1) or two (2) of the wall signs, one (1) or two (2) detached monument sign(s) shall be permitted, one (1) per street frontage, provided that the total number of signs for the facility shall not exceed three (3). Such monument sign(s) shall be located on the premises and not less than ten (10) feet from the street right of way, and each sign face shall not exceed fifty (50) square feet in area. The height of such sign shall not exceed five (5) feet above the average grade; provided, that for each two (2) foot setback from the street right of way in excess of ten (10) feet, an additional foot may be added to the height of the sign to a maximum of eight (8) feet. Total square footage of all attached signs located on a given side of a building shall not exceed twenty (20) percent of the total square footage of the wall area on that side of the building, up to a maximum eight hundred (800) square feet. Wall 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. In lieu of one (1) or two (2) of the wall signs, one (1) or two (2) monument signs 2 and/or 3 as specified in section (f) above.~~

Section 2: All other provisions of Chapter 130, Article 12, Section 3.8 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended herein shall remain in full force and effect.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservations 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 _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

Ernest B. Cate, City Attorney