

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

- **The date of the next Committee Meeting will be February 1, 2021.**
  - **Committee agendas will be available on the Friday before this meeting.**

SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
COUNCIL CHAMBERS  
TUESDAY, January 26<sup>th</sup>, 2021

5:55 p.m. Pre Meeting Activities  
  
Pledge of Allegiance  
Invocation – Mike Lawson

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

1. Large Print agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk  
Recognition of a Quorum
4. Comments from Citizens  
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes – January 12, 2021 Pgs. 3 - 10
6. Quarterly Economic Development Report presented by Scott Edmonson, Vice President of Economic Development, Springdale Chamber of Commerce.
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) 8A – 8I. Motion must be approved by two-thirds (2/3) of the council members).
8. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development
  - A. An Ordinance amending Ordinance No. 5519, which rezoned certain lands (part of Lot 8, Tom Carrel Addition and a part of Lots 6, 7, 8, 9 and 12 of Tom Carrel Addition, South of E Emma and West of E Huntsville) from Medium Density Multi-Family Residential District (MF-12) to General Commercial District (C-2) and Medium/High Density Multi-Family Residential District (MF-16), and declaring an emergency. Pgs. 11 - 13
  - B. An Ordinance amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (4.7 acres on the north side of County Line Road between Lowell Road and Oak Street) from Agricultural District (A-1) and Low Density Single Family Residential District (SF-1) to Medium Density Multi-Family Residential District (MF-12) and declaring an emergency. Pgs. 14 - 17
  - C. An Ordinance amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (1.01 acres approximately 600 feet South of intersection of Elm Springs Road and N. 40th Street) from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. Pgs. 18 - 20

- D. **An Ordinance** amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (4.52 Acres on the southwest corner of the intersection of Don Tyson Blvd and Parkway Circle) from Agricultural District (A-1) and General Commercial District (C-2) to Open Display District (C-5 and declaring an emergency. Pgs. 21 - 25
  - E. **An Ordinance** amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (7.2 acres west side of S. 56<sup>th</sup> Street between 4022 S. 56<sup>th</sup> Street and 4200 S. 56<sup>th</sup> Street) from Agricultural District (A-1) to High Density Multi-Family Residential District (MF-24) and declaring an emergency. Pgs. 26 - 28
  - F. **An Ordinance** amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (northwest intersection of Gene George Boulevard and Dearing Road) from Planned Unit Development (PUD) to Revised Planned Unit Development (PUD) and declaring an emergency. Pgs. 29 - 37
  - G. **An Ordinance** amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (901 Young Street, Lots 14 and 15, Block 2, Carter Addition) from District (SF-2 to Low/Medium Density Multi-Family Residential District (MF-4) and declaring an emergency. Pgs. 38 - 40
  - H. **An Ordinance** amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (7.58 acres± at 1300 N. Thompson; East of N. Kansas St. and West of 71B) from Low/Medium Density Single Family Residential District (SF-2) to Low/Medium Density Multi-Family Residential District (MF-4) and declaring an emergency. Pgs. 41 - 43
  - I. **An Ordinance** amending Ordinance No. 3307 the same being the zoning Ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (0.61 acres east side of Hylton Road, South of Willie George Park) from Agricultural District (A-1) and Low/Medium Density Single Family Residential District (SF-2) and Agricultural District (A-1) to Planned Unit Development (PUD) and Declaring an emergency. Pgs. 44 - 71
  - J. **An Ordinance** accepting the Re-Plat of the Casey's General Stores Commercial Addition, Lot 1 to the City of Springdale, Arkansas, and declaring an emergency. Parcel located East of Oriole Street, Lot 8, Parson Hills Commercial Subdivision. Pgs. 72 - 74
9. Parks and Recreation Committee, Mike Lawson
- A Resolution** authorizing the execution of a Construction Contract for Rabbit Foot Lodge and appropriating funds; Project No. CP 2001. Pgs. 75 - 84
10. Finance Committee by Chairman Jeff Watson
- A Resolution** authorizing payment of an invoice for the Springdale Municipal Campus, Project No. 18BPC1, in the amount of \$1,113,032.20 which exceeds \$1,000,000. Pgs. 85 - 86
11. **A Resolution** setting a hearing date on a petition to abandon a portion of a Utility Easement in the City of Springdale, Washington County, Arkansas. Utility Easement is a portion of Lot 1, Bennedetto Subdivision. Resolution presented by Ernest Cate, City Attorney. Pgs. 87 & 88
12. Comments from Council Members.
13. Comments from City Attorney.
14. Comments from Mayor.
15. Adjournment.

SPRINGDALE CITY COUNCIL  
JANUARY 12, 2021

The City Council of the City of Springdale met in regular session on Tuesday, January 12, 2021, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Public Works & Eng. Director
Mark Gutte	IT Director
Colby Fulfer	Assistant to the Mayor

CITIZEN COMMENTS

Zach Taylor, 502 West End Street, complained about a council member's spouse.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the December 22, 2019 City Council meeting be approved as presented. Council Member Lawson made the second.

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

PUBLIC HEARING ON TWO ORDINANCES

A public hearing was held on two Ordinances vacating a portion of a utility easement near 2100 East Robinson (Lot 8, Parson Hills Commercial Subdivision)– Petitioners are Jonathan and Tamara Dellinger and The Cypert Family Revocable Trust. No comments were made at the hearing.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Powell 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 Williams made the second.

The vote:

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

No: None

RESOLUTION NO. 1-21 – AUTHORIZING THE EXECUTION OF A VEHICLE  
LEASE AGREEMENT FOR PUBLIC WORKS

Council Member Jeff Watson presented a Resolution authorizing the execution of a vehicle lease agreement with Enterprise Fleet Management for the Public Works Department.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
VEHICLE LEASE AGREEMENT**

**WHEREAS**, the Public Works Department is in need of replacing several vehicles, and

**WHEREAS**, the Public Works Director has recommended leasing these vehicles from Enterprise Fleet Management.

**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 vehicle lease agreement with Enterprise Fleet Management for the Public Works Department.

**PASSED AND APPROVED** this \_\_\_\_ day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 1-21.

ORDINANCE NO. 5545 – RELEASING, VACATING AND ABANDONING A  
PORTION OF A UTILITY EASEMENT (PARCEL NO. 815-30298-000) LOCATED  
AT 1301 E. ROBINSON AVENUE IN SPRINGDALE, ARKANSAS – PETITIONER:  
THE CYPERT FAMILY REVOCABLE TRUST

Council Member Mike Overton presented an Ordinance releasing, vacating and abandoning a portion of a utility easement (Parcel No. 815-30298-000) located at 1301 E. Robinson Avenue in Springdale, Arkansas. The petitioner is The Cypert Family Revocable Trust.

There were no comments made at the public hearing held earlier in the meeting.

SPRINGDALE CITY COUNCIL  
JANUARY 12, 2021

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5545.

ORDINANCE NO. 5546 – RELEASING, VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT (PARCEL NO. 815-28603-010) LOCATED AT 1301 E. ROBINSON AVENUE IN SPRINGDALE, ARKANSAS – PETITIONERS: JONTHAN AND TAMARA DELLINGER

Council Member Mike Overton presented an Ordinance releasing, vacating and abandoning a portion of a utility easement (Parcel No. 815-28603-010) located at 1301 E. Robinson Avenue in Springdale, Arkansas. The petitioners are Jonathan and Tamara Dellinger.

There were no comments made at the public hearing held earlier in the meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5546.

ORDINANCE NO. 5547 – SETTING A HEARING DATE AND TIME FOR THE CITY COUNCIL TO HEAR AN ISSUE OF THE ANNEXATION OF THE SURROUNDED LANDS LOCATED OFF HABBERTON ROAD, DON TYSON PARKWAY AND HORN STREET, PURSUANT TO AR CODE ANN. §14-40-501

City Council Member Mike Overton presented an Ordinance setting a hearing date and time for the City Council to hear an issue of the annexation of surrounded lands (nine

SPRINGDALE CITY COUNCIL  
JANUARY 12, 2021

parcels) located off Habberton Road, Don Tyson Parkway and Horn Street, pursuant to AR Code Ann. §14-40-501. The public hearing is set for February 9, 2021 at 6:00 p.m.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5547.

ORDINANCE NO. 5548 – ACCEPTING THE REPLAT OF LOT 1A-2C OF HAR-BER MEADOWS PUD, PHASE XXIII, A PLANNED UNIT DEVELOPMENT IN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Lot 1A-2C of Har-Ber Meadows PUD, Phase XXIII, a Planned Unit Development in the City of Springdale, Arkansas and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5548.



RESOLUTION NO. 2-21 – APPROVING A CONDITIONAL USE APPEAL BY SMITH AND WALKER ENTERPRISES LLC (WET WILLIE'S PET WASH) FOR USE UNIT 44 (MOBILE VENDING SITE) IN A C-2 ZONE AT 1386 EAST EMMA AVENUE

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Smith and Walker Enterprises LLC for use unit 44 Mobile Vending Site, Wet Willie's Pet Wash, located at 1386 East Emma Avenue, a C-2 zone.

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

**A RESOLUTION APPROVING A CONDITIONAL  
USE AT 1386 EAST EMMA AVENUE 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 January 5, 2021 on a request by Smith and Walker Enterprises, LLC (Wet Willie's Pet Wash) for a conditional use for a Use Unit 44 (Mobile Vending Site) in a General Commercial District (C-2) at 1386 East Emma Avenue; and

**WHEREAS**, following the public hearing the Planning Commission by a vote of nine (9) yeas and zero (0) nays recommends that a conditional use be granted to Smith and Walker Enterprises, LLC (Wet Willie's Pet Wash) for a Use Unit 44 (Mobile Vending Site) in a General Commercial District (C-2) at 1386 East Emma Avenue with the following conditions –

1. If a health certificate is required, display the health certificate in a manner visible to customers
2. No obstruction of pedestrian or motor vehicle traffic flow
3. No obstruction of traffic signals or regulatory signs
4. No vending upon a public way
5. No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
6. Sites to remain clean and free of paper or refuse of any kind generated from the operation of the business with all trash or debris accumulating within twenty (20) feet of any vending stand to be collected and deposited into a trash container.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Smith and Walker Enterprises, LLC (Wet Willie's Pet Wash) for a Use Unit 44 (Mobile Vending Site) in a General Commercial District (C-2) at 1386 East Emma Avenue with the following conditions –

1. If a health certificate is required, display the health certificate in a manner visible to customers
2. No obstruction of pedestrian or motor vehicle traffic flow
3. No obstruction of traffic signals or regulatory signs
4. No vending upon a public way
5. No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
6. Sites to remain clean and free of paper or refuse of any kind generated from the operation of the business with all trash or debris accumulating

within twenty (20) feet of any vending stand to be collected and deposited into a trash container.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF JANUARY, 2021.**

\_\_\_\_\_  
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 Williams made the second.

The vote:

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

No: None

The Resolution was numbered 2-21.

**RESOLUTION NO. NO. 3-21 – AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM NETS GLOBAL HOLDINGS, LLC, FOR THE DIXIELAND ROAD PROJECT (PROJECT NO. 18BPS14)**

City Attorney Ernest Cate presented a Resolution authorizing the expenditure of funds to acquire a portion of land from Nets Global Holdings, LLC, for the Dixieland Road Project (Project No. 18BPS14).

This is a \$700 increase in compensation, from \$4,300 to \$5,000 for the property needed. The amount is based on a comparable sale contained in the City's appraisal.

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

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM NETS GLOBAL HOLDINGS, LLC, FOR THE DIXIELAND ROAD PROJECT (PROJECT NO. 18BPS14).**

**WHEREAS**, the City of Springdale is in need of acquiring a portion of a tract of land for the Dixieland Road Project, Project No. 18BPS14, Tract 3, said land being owned by NETS Global Holdings, LLC;

**WHEREAS**, the City of Springdale has determined by appraisal that the sum of \$4,300.00 is the estimated just compensation for the property needed from NETS Global Holdings, LLC;

**WHEREAS**, the property owner has extended a counter-offer that the City pay the total sum of \$5,000.00 to acquire the land needed for the project, said amount being based on a comparable sale contained in the City's appraisal;

**WHEREAS**, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$700.00 to acquire the



SPRINGDALE CITY COUNCIL  
JANUARY 12, 2021

property needed from NETS Global Holdings, LLC, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** that the City is hereby authorized to acquire a portion of a tract of land for the Dixieland Road Project, Project No. 18BPS14, Tract 3, said land being owned by NETS Global Holdings, LLC, for the total sum of \$5,000.00.

**PASSED AND APPROVED** this \_\_\_\_ day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 3-21.

RESOLUTION NO. 4-21 – APPROVING APPOINTMENTS TO THE ENERGY IMPROVEMENT DISTRICT NO. 1

Mayor Doug Sprouse presented a Resolution approving appointments to the Energy Improvement District No. 1, a Property Assessed Energy Improvement District pursuant to Ark. Code Ann. §8-15-101.

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

**A RESOLUTION APPROVING APPOINTMENTS TO THE ENERGY IMPROVEMENT DISTRICT NO. 1**

**WHEREAS**, on December 16, 2015, the City Council of the City of Springdale, Arkansas approved Springdale's participation in Energy Improvement District No. 1, a Property Assessed Energy Improvement District pursuant to Ark. Code Ann. §8-15-101;

**WHEREAS**, Ordinance No. 5001 authorized the Mayor and City Clerk to execute an agreement with other participating members of the District, and pursuant to that agreement, the City of Springdale is allocated four members to join the existing seven-member Board at this time;

**WHEREAS**, one allocated member shall be the Mayor or the Mayor's designee, and the other three (3) are to be qualified electors of the District chosen by the Springdale City Council;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS** that Miranda Gauthier and Mark Cloud are hereby appointed as the Council's designees to Energy District No. 1, with term expiring December 31, 2023.

**PASSED AND APPROVED** this \_\_\_\_ day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 4-21.

COMMITTEE MEETING AND PLANNING COMMISSION WORK SESSION

A joint work session between the City Council and the Planning Commission will be held on Tuesday, January 19, 2021 at 5:30 p.m. to discuss the Downtown Form Based Code.

Planning Director Patsy Christie said Planning Commission, stakeholders and property owners in the downtown area have been working the last several months on the idea of expanding the Downtown Form Based Code.

The City Council Committee will meet prior to the joint work session.

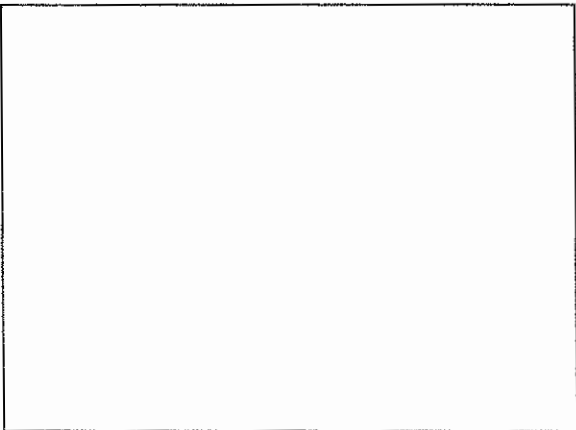
ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:30 p.m.

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

\_\_\_\_\_  
Denise Pearce, City Clerk/Treasurer



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

**AN ORDINANCE AMENDING ORDINANCE NO. 5519, WHICH REZONED CERTAIN LANDS FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO GENERAL COMMERCIAL DISTRICT (C-2) 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. 5519 on the 27<sup>th</sup> day of October, 2020, which amended the zoning ordinance for the City of Springdale by rezoning certain lands from Medium Density Multi-Family Residential District (MF-12) to General Commercial District (C-2) and Medium/High Density Multi-Family Residential District (MF-16);

**WHEREAS**, Ordinance No. 5519 contained a scrivener's error by incorrectly stating the legal description of the property subject to the rezoning; and

**WHEREAS**, Ordinance No. 5519 should be amended to correct the legal description of the property rezoned by Ordinance No. 5519, as follows:

**LEGAL DESCRIPTION:**

**MF-12 TO C-2**

A part of Lot 8, Tom Carrel Addition, an Addition to the City of Springdale, Washington County, Arkansas, filed for record May 5, 1921 and being more particularly described as follows: Beginning at the Northeast corner of said Lot 8, said corner also being the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 32, Township 18 North, Range 29 West; thence along the East line of said lot S02°23'53"W 378.83'; thence N87°34'58"W 165.33' to the West line of said Lot 8; thence along said West line N02°21'36"E 379.13' to the Northwest corner of said Lot; thence S87°28'37"E 165.58' along the North line of said Lot to the Point of Beginning, containing 62,703 square feet or 1.44 acres.

**MF-12 TO MF-16**

A part of Lots 6, 7, 8 9, and 12, Tom Carrel Addition, an Addition to the City of Springdale, Washington County, Arkansas, filed for record May 5, 1921 and being more particularly described as follows: Commencing at the Northeast corner of said Lot 8, said corner also being the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 32, Township 18 North, Range 29 West; thence along the East line of said Lot S02°23'53"W 378.82' to the Point of Beginning; thence continuing S02°23'53"W 938.69' to the Southeast corner of said Lot 12; thence along the south line of said Lot N87°57'17"W 332.21'; thence N02°31'21"E 661.47' to the South line of said Lot 7; thence along said South line N87°26'32"W 64.74'; thence N02°30'38"E 279.22'; thence S87°34'58"E 394.96' to the Point of Beginning, containing 329,319 square feet or 7.56 acres more or less.

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

**SECTION 1:** That Ordinance No. 5519 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 \_\_\_\_\_, 2021.**

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

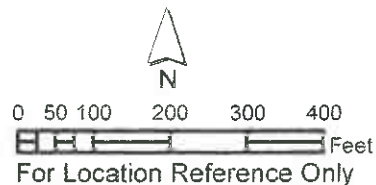
ATTEST:

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

APPROVED AS TO FORM:

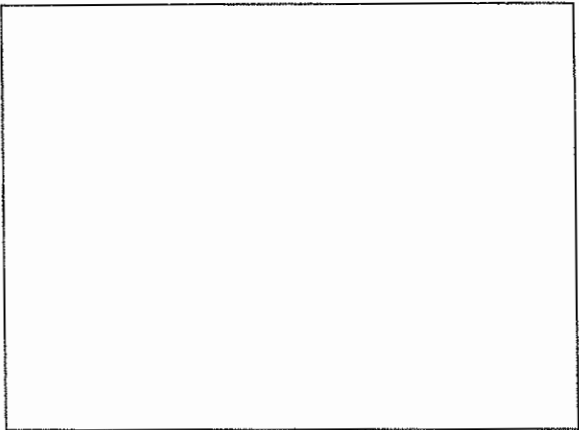
\_\_\_\_\_  
Ernest Cate, City Attorney





**FILE NO. R20-33**  
**APPLICANT: Jeffery & Rebecca Kennedy**  
**REQUEST: Rezone parcels from MF-12 to MF-16 & C-2**

PLANNING COMMISSION MEETING  
 October 6, 2020



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

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) AND LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) AND DECLARING AN EMERGENCY.

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of Dream Structures, LLC, Steven K. Fisher, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) and Low Density Single Family Residential District (SF-1) to Medium Density Multi-family Residential District (MF-12).

**Layman's Description:** North side of County Line Road between Lowell Road and Oak Street.

**Legal Description:** SURVEY DESCRIPTION 20-00117-006

A PART OF THE SE1/4 OF THE SW1/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED IN COUNTY LINE ROAD AT THE SE CORNER OF SAID 40 ACRE TRACT; THENCE N87°42'52"W 94.84' ALONG THE SOUTH LINE OF SAID 40 ACRE TRACT TO A POINT LOCATED IN COUNTY LINE ROAD; THENCE LEAVING SAID SOUTH LINE & COUNTY LINE ROAD AND RUNNING N04°25'05"E 149.21' TO A 5/8" IRON REBAR; THENCE S89°39'35"W 241.39' TO A 5/8" IRON REBAR CAP #1519; THENCE N02°06'30"E 795.93' TO A 5/8" IRON REBAR; THENCE S87°53'30"E 333.45' TO A 5/8" IRON REBAR; THENCE S02°19'12"W 935.01' TO FEET TO THE POINT OF BEGINNING, CONTAINING 6.33 ACRES, MORE OR LESS. SUBJECT TO ANY, AND ALL EASEMENTS, RIGHTS-OF-WAYS, COVENANTS, OR DEED RESTRICTIONS OF RECORD OR FACT.



**SURVEY DESCRIPTION 18-06387-000**

A PART OF THE SW1/4 OF THE SE1/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED IN COUNTY LINE ROAD AT THE SW CORNER OF SAID 40 ACRE TRACT; THENCE LEAVING SAID COUNTY LINE ROAD AND RUNNING N02°19'12"E 935.01' ALONG THE WEST LINE OF SAID 40 ACRE TRACT TO A 5/8" IRON REBAR; THENCE LEAVING SAID WEST LINE AND RUNNING S87°53'30"E 110.55' TO A 5/8" IRON REBAR; THENCE S02°06'30"W 5.00' TO A 5/8" IRON REBAR; THENCE S87°53'30"E 150.00' TO A 5/8" IRON REBAR; THENCE S01°31'26"W 395.89' TO A 5/8" IRON REBAR; THENCE N87°54'26"W 245.13' TO A 5/8" IRON REBAR; THENCE S02°31'40"W 534.08' TO POINT LOCATED IN THE COUNTY LINE ROAD; THENCE N87°53'30"W 19.00' FEET WITH COUNTY LINE ROAD TO THE POINT OF BEGINNING, CONTAINING 2.66 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAYS, COVENANTS, OR DEED RESTRICTIONS OF RECORD OR FACT.

**SURVEY DESCRIPTION 18-06390-001**

A PART OF THE SW1/4 OF THE SE1/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING LOCATED IN MORRIS AVE; THENCE S87°34'17"E 109.12 FEET ALONG BOTH MORRIS AVE AND THE NORTH LINE OF SAID 40 ACRE TRACT TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG BOTH MORRIS AVE AND THE NORTH LINE OF SAID 40 ACRE TRACT S87°34'24"E 154.88 FEET TO A POINT; THENCE LEAVING BOTH MORRIS AVE AND SAID NORTH LINE AND RUNNING S02°49'30"W 390.03' TO A 5/8" IRON REBAR; THENCE N87°53'30"W 150.00' TO A 5/8" IRON REBAR; THENCE N02°06'30"E 390.86' TO FEET TO THE POINT OF BEGINNING, CONTAINING 1.37 ACRES, MORE OR LESS. SUBJECT TO THE MORRIS AVENUE ROAD RIGHT-OF-WAY ALONG THE NORTH LINE, A SWEPKO ELECTRIC POWER EASEMENT ON THE NORTH BOUNDARY THEREOF AND ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, OR DEED RESTRICTIONS OF RECORD OR OF FACT.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) and Low Density Single Family Residential District (SF-1) to Medium Density Multi-family Residential District (MF-12) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

amended as follows:

From Agricultural District (A-1) and Low Density Single Family Residential District (SF-1) to Medium Density Multi-family Residential District (MF-12).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

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

ATTEST:

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

APPROVED AS TO FORM:

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

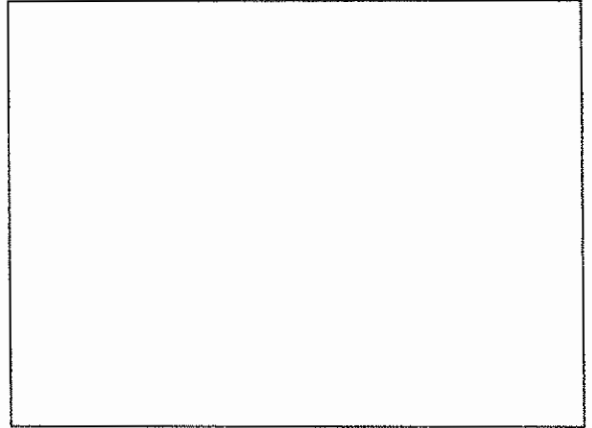




  
0 50 100 200 300 400  
Feet  
For Location Reference Only

**FILE NO. R20-51**  
**APPLICANT: Dean Structures, LLC**  
**REQUEST: Rezone parcels from A-1, SF-1, Unincorporated to MF-12**

**PLANNING COMMISSION MEETING**  
January 5, 2021



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

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

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of Dilpreet Singh, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2).

**Layman's Description: Approximately 600' feet south of intersection of Elm Springs Road & N. 40<sup>th</sup> Street**

**Legal Description:** Part of the SE 1/4 of the NE 1/4 of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, and being more particularly described as: Commencing at the NE Corner of the SE 1/4 of the NE 1/4 of said Section 33, said point being in the roadway of N. 40th Street, thence along said roadway S 02° 23'53" W 559.86 feet; thence leaving said roadway N 87° 05'09" W 220.01 feet to the Point of Beginning; thence S 02° 23'53" W 100.00 feet; thence N 86° 57'07" W 439.37 feet; thence N 02° 20'42" E 100.00 feet; thence S 87° 05'09" E 439.48 feet to the Point of Beginning, containing 55,677.36 square feet, or 1.01 acres, more or less.

AND ALSO a 20 foot Right of Way mentioned in Warranty Deed recorded in Record Book 873 at Page 255 for Right of Way of ingress and egress to and from Kings Road.

Subject to easements, rights-of-way, and protective covenants of record, if any.

object to all prior mineral reservations and oil and gas leases.

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

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

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

From Agricultural District (A-1) to General Commercial District (C-2).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

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

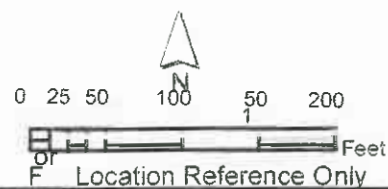
ATTEST:

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

APPROVED AS TO FORM:

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

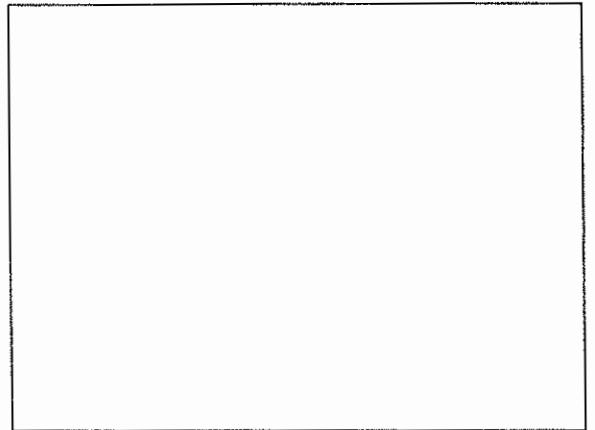




**FILE NO. R20-49**  
**APPLICANT: Dilpreet Singh**  
**REQUEST: Rezone parcels from A-1 to C-2**

PLANNING COMMISSION MEETING  
January 5, 2021





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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) AND GENERAL COMMERCIAL DISTRICT (C-2) TO OPEN DISPLAY DISTRICT (C-5) AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of Jeffery Hunnicutt, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) and General Commercial District (C-2) to Open Display District (C-5).

**Layman's Description:** Southwest corner of the intersection of Don Tyson Blvd. and Parkway Circle.

**Legal Description:** TRACT 1 SURVEY DESCRIPTION: A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND 3 INCH ALUMINUM MONUMENT; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4, S87°22'52"E A DISTANCE OF 991.15 FEET; THENCE S02°31'40"W A DISTANCE OF 18.24 FEET TO THE AHTD RIGHT OF WAY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF DON TYSON PARKWAY AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID RIGHT OF WAY LINE, S89°14'17"E A DISTANCE OF 58.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, S89°14'17"E A DISTANCE OF 101.20 FEET TO A FOUND 2 INCH ALUMINUM MONUMENT "PLS 1392"; THENCE S82°49'58"E A DISTANCE OF 127.32 FEET TO A

FOUND 2 INCH ALUMINUM MONUMENT "PLS 1392"; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF DON TYSON PARKWAY AND CONTINUING ALONG THE AHTD RIGHT OF WAY LINE, S01°34'42"W A DISTANCE OF 294.88 FEET TO A FOUND 2 INCH ALUMINUM MONUMENT "PLS 1392"; THENCE S11°39'56"E A DISTANCE OF 294.54 FEET TO A FOUND 2 INCH ALUMINUM MONUMENT "PLS 1392"; THENCE S42°47'00"E A DISTANCE OF 77.98 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID AHTD RIGHT OF WAY LINE, N87°27'20"W A DISTANCE OF 374.74 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°31'32"E A DISTANCE OF 553.19 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.86 FEET, AN ARC DISTANCE OF 11.95 FEET AND A CHORD BEARING AND DISTANCE OF N11°20'19"E - 11.91 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N19°51'49"E A DISTANCE OF 31.74 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.50 FEET, AN ARC DISTANCE OF 18.31 FEET AND A CHORD BEARING AND DISTANCE OF N11°11'44"E - 18.24 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°31'40"E A DISTANCE OF 26.38 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 2.641 FEET AND A CHORD BEARING AND DISTANCE OF N05°07'58"E - 2.64 FEET TO THE POINT OF BEGINNING, CONTAINING 3.967 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

TRACT 2 SURVEY DESCRIPTION: A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND 3 INCH ALUMINUM MONUMENT; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4, S87°22'52"E A DISTANCE OF 991.15 FEET; THENCE S02°31'40"W A DISTANCE OF 18.24 FEET TO THE AHTD RIGHT OF WAY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF DON TYSON PARKWAY AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID RIGHT OF WAY LINE, S89°14'17"E A DISTANCE OF 16.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, S89°14'17"E A DISTANCE OF 7.98 FEET; THENCE S02°31'40"W A DISTANCE OF 26.29 FEET; THENCE N87°28'20"W A DISTANCE OF 7.99 FEET; THENCE N02°32'51"E A DISTANCE OF 26.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES (208.94 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

TRACT 3 SURVEY DESCRIPTION:

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17)

NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND 3 INCH ALUMINUM MONUMENT; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4, S87°22'52"E A DISTANCE OF 991.15 FEET; THENCE S02°31'40"W A DISTANCE OF 18.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE AHTD RIGHT OF WAY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF DON TYSON PARKWAY AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID RIGHT OF WAY LINE, S89°14'17"E A DISTANCE OF 1.97 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S02°32'51"W A DISTANCE OF 27.27 FEET; THENCE S01°33'43"W A DISTANCE OF 1.74 FEET; THENCE S00°36'16"W A DISTANCE OF 58.41 FEET; THENCE S02°31'40"W A DISTANCE OF 553.18 FEET; THENCE N87°27'20"W A DISTANCE OF 3.95 FEET TO A FOUND IRON PIN WITH CAP "ALAN REID PLS 1005"; THENCE N02°31'40"E A DISTANCE OF 640.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.055 ACRES (2,416.27 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) and General Commercial District (C-2) to Open Display District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) and General Commercial District (C-2) to Open Display District (C-5).

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

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

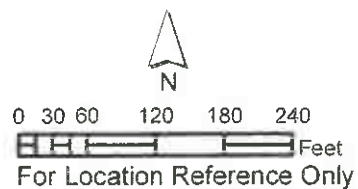
ATTEST:

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

APPROVED AS TO FORM:

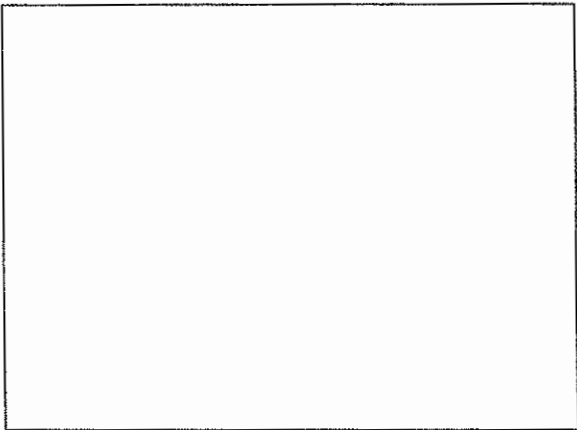
\_\_\_\_\_  
Ernest Cate, City Attorney





**FILE NO. R20-52**  
**APPLICANT: Metaphase 1, LLC**  
**REQUEST: Rezone parcels from C-2 to C-5**

PLANNING COMMISSION MEETING  
 January 5, 2021



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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-24) AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of Parkway Boulevard, LLC – Philip Taldo, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to High Density Multi-Family Residential District (MF-24).

**Layman's Description:** West side of S. 56th Street between 4022 S. 56th Street and 4200 S. 56th Street.

**Legal Description:** PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 17, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, SAID POINT BEING A FOUND 3" ALUMINUM MONUMENT; THENCE ALONG THE EAST LINE OF SAID SECTION 17, S02°29'31"W A DISTANCE OF 1,088.87 FEET; THENCE LEAVING SAID EAST LINE, N87°25'43"W A DISTANCE OF 72.08 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF S. 56TH STREET, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID NEW WESTERLY RIGHT OF WAY LINE, S02°15'47"W A DISTANCE OF 385.33 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,094.00 FEET, AN ARC LENGTH OF 85.47 FEET AND A CHORD BEARING & DISTANCE OF S00°01'30"W - 85.45 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,094.00 FEET, AN ARC LENGTH OF 154.14 FEET AND A CHORD BEARING & DISTANCE OF S06°14'57"E - 154.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°26'18"W A DISTANCE OF 47.82 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N87°24'59"W A DISTANCE OF 902.09 FEET TO A FOUND IRON PIN WITH CAP "ALAN REID"; THENCE N02°29'31"E A DISTANCE OF 439.55



FEET TO A FOUND IRON PIN; THENCE S87°25'45"E A DISTANCE OF 568.71 FEET TO A FOUND IRON PIN WITH CAP "ALAN REID PLS 1005"; THENCE S02°29'31"W A DISTANCE OF 239.68 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°24'59"E A DISTANCE OF 309.93 FEET TO THE POINT OF BEGINNING. CONTAINING 7.22 ACRES - 314,621 SQ.FT., MORE OR LESS.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to High Density Multi-Family Residential District (MF-24) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) to High Density Multi-Family Residential District (MF-24).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

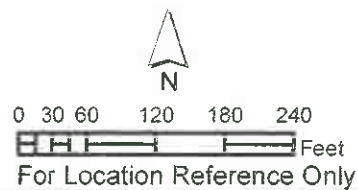
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

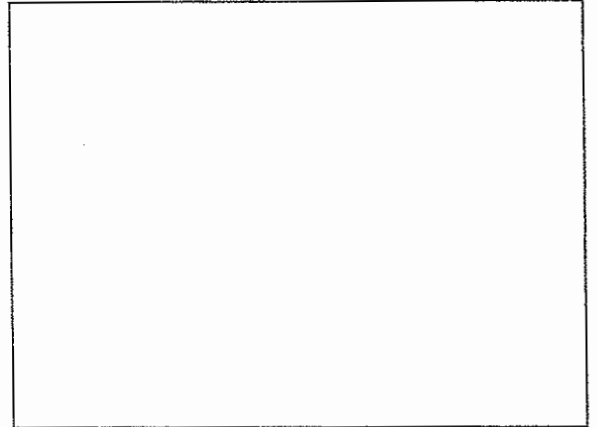
APPROVED AS TO FORM:

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



**FILE NO. R21-01**  
**APPLICANT: Parkway Boulevard, LLC**  
**REQUEST: Rezone parcels from A-1 to MF-24**

**PLANNING COMMISSION MEETING**  
January 5, 2021



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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM PLANNED UNIT DEVELOPMENT (PUD) TO REVISED PLANNED UNIT DEVELOPMENT (PUD) AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of PSAC, LLC, requesting that the following described tract of real estate to be zoned from Planned Unit Development (PUD) to Revised Planned Unit Development (PUD).

**Layman's Description:** Northwest intersection of Gene George Boulevard and Dearing Road.

**Legal Description:**

BEING A PART OF THE SE QUARTER (SE 1/4) OF SECTION EIGHT (8), TOWNSHIP THIRTY-ONE (31) NORTH, RANGE THIRTY (30) WEST, IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SE/4 FROM WHICH BEARS AN EXISTING CITY OF SPRINGDALE CONTROL MONUMENT FOR REFERENCE AT NORTH 02°07'24" EAST, 138.16 FEET;

THENCE ALONG THE EAST LINE OF SAID SE/4 OF THE SE/4 NORTH 02°26'42" EAST, A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING, A SET MAGNAIL WITH WASHER EMBOSSED "LS1304";

THENCE LEAVING SAID EAST LINE NORTH 87°26'55" WEST, A DISTANCE OF 423.89 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "LS 1304";



THENCE SOUTH 02°27'51" WEST, A DISTANCE OF 299.96 FEET TO A SET MAGNAIL WITH WASHER EMBOSSED "LS 1304" AT THE SOUTH LINE OF SAID SE/4 OF THE SE/4;

THENCE ALONG SAID SOUTH LINE NORTH 87°26'31" WEST, A DISTANCE OF 200.00 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 02°28'22" EAST, A DISTANCE 299.94 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "LS 1304";

THENCE NORTH 87°26'55" WEST, A DISTANCE OF 202.06 FEET TO FOUND 1/2" REBAR WITH CAP EMBOSSED "PLS 1005";

THENCE NORTH 02°26'28" EAST, A DISTANCE OF 229.90 FEET TO A FOUND 1/2" REBAR WITH CAP EMBOSSED "PLS 1005";

THENCE SOUTH 87°26'57" EAST, A DISTANCE OF 2.57 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "LS 1304";

THENCE NORTH 02°30'01" EAST, CROSSING A BARBED WIRE FENCE AT A DISTANCE OF 16.51 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 791.53 FEET TO A FOUND 5/8" REBAR WITH CAP EMBOSSED "PS 1005";

THENCE SOUTH 87°25'13" EAST, A DISTANCE OF 286.59 FEET TO A FOUND 5/8" REBAR WITH CAP EMBOSSED "PS 1227";

THENCE SOUTH 02°26'42" WEST, A DISTANCE OF 18.18 FEET TO A BARBED WIRE FENCE;

THENCE ALONG SAID FENCE NORTH 88°38'29" WEST, A DISTANCE OF 7.98 FEET TO THE INTERSECTION OF A 3-WAY BARBED-WIRE FENCE;

THENCE ALONG THE SOUTH BRANCH OF SAID BARBED-WIRE FENCE SOUTH 03°11'56" WEST, A DISTANCE OF 252.11 FEET TO AN ANGLE POINT;

THENCE CONTINUING WITH SAID FENCE SOUTH 03°51'42" WEST A DISTANCE OF 114.99 FEET TO A WOOD FENCE;

THENCE WITH SAID WOOD FENCE SOUTH 03°45'36" WEST, A DISTANCE OF 128.19 FEET TO THE INTERSECTION WITH A BARBED-WIRE FENCE;

THENCE SOUTH 85°55'38" EAST ALONG SAID BARBED-WIRE FENCE, A DISTANCE OF 225.65 FEET TO AN ANGLE POINT;

THENCE CONTINUING WITH SAID FENCE SOUTH 86°13'07" EAST, A DISTANCE OF 130.02 FEET TO A COTTON PICKER SPINDLE FOUND IN 8" WOOD FENCE CORNER POST;

THENCE CONTINUING WITH SAID FENCE SOUTH 02°51'08" WEST, A DISTANCE OF 84.22 FEET TO A FENCE CORNER;

THENCE WITH SAID FENCE SOUTH 84°44'29" EAST, A DISTANCE OF 10.15 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "LS 1304";

THENCE LEAVING SAID FENCE SOUTH 02°26'42" WEST, A DISTANCE OF 12.67 FEET TO A FOUND 5/8" REBAR WITH CAP EMBOSSED "PS 1227";

THENCE SOUTH 87°29'46" EAST, A DISTANCE OF 188.00 FEET TO A SET MAGNAIL WITH WASHER AT THE EAST LINE OF SAID SE/4 OF THE SE/4;

THENCE ALONG SAID EAST LINE SOUTH 02°26'42" WEST, A DISTANCE OF 167.74 FEET TO A SET MAGNAIL WITH WASHER;

THENCE LEAVING SAID EAST LINE NORTH 87°22'30" WEST, A DISTANCE OF 43.46 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "LS 1304";

THENCE SOUTH 02°25'32" WEST, A DISTANCE OF 4.07 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "LS 1304";

THENCE SOUTH 87°28'30" EAST, A DISTANCE OF 43.46 FEET AND REGAINING SAID EAST LINE OF THE SE/4 OF THE SE/4 AT A SET MAGNAIL WITH WASHER;

THENCE ALONG SAID EAST LINE SOUTH 02°26'42" WEST, CROSSING AN EXISTING MAGNAIL IN CONCRETE AT A DISTANCE OF 80.08 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 229.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.71 ACRES MORE OR LESS.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Planned Unit Development (PUD) to Revised Planned Unit Development (PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**

**OF SPRINGDALE, ARKANSAS:**

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

From Planned Unit Development (PUD) to Revised Planned Unit Development (PUD).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

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

ATTEST:

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

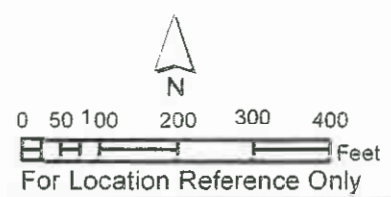
APPROVED AS TO FORM:

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





Public Hearing Sign Posted Prior/On: 12/18/2020  
Public Hearing Sign Posted By: RB  
S Public Hearing Sign Location



FILE NO. R20-53  
APPLICANT: PSAC, LLC  
REQUEST: Rezone parcels from PUD to PUD

PLANNING COMMISSION MEETING  
January 5, 2021

PLANNED UNIT DEVELOPMENT  
DEVELOPMENT PLAN

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

1. General Project Information

- A. Project Name: PURE Springdale
- B. Location: Gene George Blvd, Springdale, AR 72762 (at the northwest corner of Gene George Blvd and Dearing Rd)
- C. Ownership:

Parcels 815-30842-500, 815-30841-000, 815- 30842-000, 815-30843- 000, 815-30844-000, 815-30842-400, 815- 30848-000	PSAC, LLC Physical/Mailing Address: 5102 S Pinnacle Hills Parkway Rogers, AR 72758
---	---

- D. Developer: PSAC, LLC
- E. Civil Engineer & Land Surveyor: Crafton, Tull & Associates, Inc.
- F. Size: 13.71 acres
- G. Staging: This will be a three-phased development. The high-density residential portion of the site will be constructed in the first phase. The commercial portion of the site along Gene George Blvd will be constructed with the second phase, and remainder in the third phase. Phase lines are shown on the site plan submitted with this PUD.

## 2. Development Strategy:

This mixed-use development will serve the community in enhancing social connectivity between the residents of PURE Springdale and the surrounding amenities. Internal sidewalks from all buildings and perimeter walking trails will maximize social and community interaction. This development will have direct access to the City of Springdale Trail system, via Gene George Blvd. and will provide bike racks for residents, further promoting the use of biking for transportation. A mixed-use building with commercial space along Gene George, as well as a fitness center and shared workspace in one of the buildings, will provide additional onsite amenities. The property has multiple open space locations with amenities for all residents that promote relaxation, recreation, and social activity.

## 3. Permitted Uses

Unit 1: Citywide Public Uses By Right  
Unit 12: High Density Residential  
Unit 16: Offices Studios and Related Services  
Unit 17: Eating Places  
Unit 18: Hotel, Motel and Entertainment Facilities  
Unit 19: Neighborhood Shopping Goods  
Unit 27: Parking Lot

## 4. Site Development Requirements

### A. Density, Bulk, Area and Yard Requirements

#### Density –

Total Developed Area      13.13 acres

Total Common Area        2.91 acres

Impervious Area            355,601.2 (sq. ft.)   8.16 acres

Open Space                 216,491.4 (sq. ft.)   4.97 acres

Total Space                 571,939.4 (sq. ft.)   13.13 acres

Setbacks – Front: 0'-30' Build To Zone

Interior Side: 8'

Exterior Side: 0'-30' Build To Zone



Rear: 20'

B. Building Types – Elevations as attached:

Setbacks – As shown on attached site plan

C. Parking

Total Parking Spaces Required – 460 stalls

Total Parking Spaces Provided – 396 stalls

D. Amenities Provided (locations shown on site plan):

Walking Trail, Dog Park, Benches, Outdoor Cooking Areas, Trees, Lawn, Swimming Pool, Fitness Center, Planting Beds (various locations on site) and Raised Bed Garden (various locations on site).

E. Exterior Building Materials:

Exterior Building Materials will be as follows:

Walls: Stone Veneer  
Lapped Fiber Cement (or LP Smart Side)  
Board and Batten Fiber Cement (of LP Smart Side)  
Brick Veneer

Roofing: Architectural Shingles, color to be Weathered Wood, Slate, or Terra Cotta.  
Corrugated Metal Roofing at Awnings and Canopies. Color to be galvanized, gray, or black

Details: Painted steel brackets, balconies, and awnings  
Cedar or Cypress Timbers

Windows: Vinyl Windows. Colors to be white or clay

Exterior Doors: Fiberglass Doors, painted

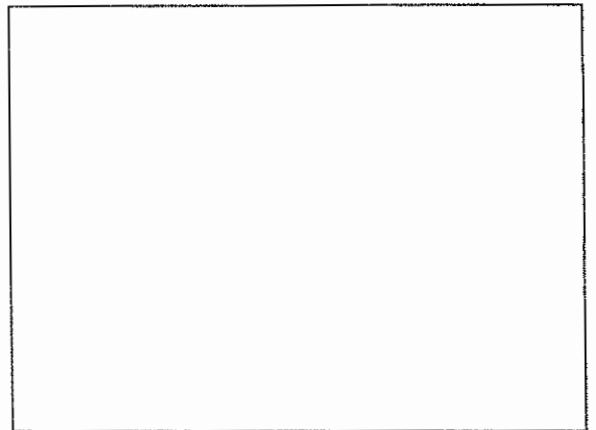
5. Property Management:

A. Property to remain in single ownership with all common areas to be maintained by the owner or through an agreement with a management company.

B. Garages to be used for the parking of the vehicles and shall not be used as storage units or living. Parking on the grass is prohibited.

- C. The development will be accessed from Gene George Blvd and Dearing Rd. Drives shall be labeled as private drives. Sidewalks shall be constructed on all common areas as shown on the site plan.
  - D. Privacy fences are not being proposed. No chain link type fence will be allowed.
  - E. Service lines for all public or quasi-public utilities shall be located underground.
  - F. Landscaping will meet or exceed requirements set forth within the Springdale Code of Ordinances Chapter 130 Article 12 Section 2.5 for the Ballpark Area/Southwest Springdale Overlay District.
6. Miscellaneous Requirements
- A. The number of parking stalls proposed is to provide a minimum of 1 stall per bedroom. The total number of bedrooms with this development will be 305. Total number of parking stalls provided will be 396 stalls. Based on the experience the developer has with this type of development, we feel this amount will be adequate to accommodate the high density residential and the commercial areas shown. With the lower parking count, the development can provide additional common space, greenspace, amenities and increased security by eliminating empty parking areas.
  - B. Sidewalks leading from each building to through the site to Gene George will promote connectivity/walkability between the development and nearby community/attractions. Planned landscaping will add to the aesthetic pleasure of the streets within and adjacent to the development.
  - C. Absence of privacy fencing will promote connectivity to surrounding communities. Lighting and landscaping will promote security and surveillance.





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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO LOW/MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-4) AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of Nancy Hagan, requesting that the following described tract of real estate to be zoned from Low/Medium Density Single Family Residential District (SF-2) to Low/Medium Density Multi-family Residential District (MF-4)

**Layman's Description: 901 Young Street**

**Legal Description:** Lots 14 and 15, Block 2, Carter Addition, Springdale, Arkansas

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Low/Medium Density Single Family Residential District (SF-2) to Low/Medium Density Multi-family Residential District (MF-4) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Low/Medium Density Single Family Residential District (SF-2) to Low/Medium Density Multi-family Residential District (MF-4).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

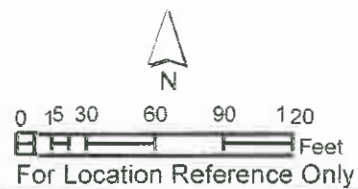
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

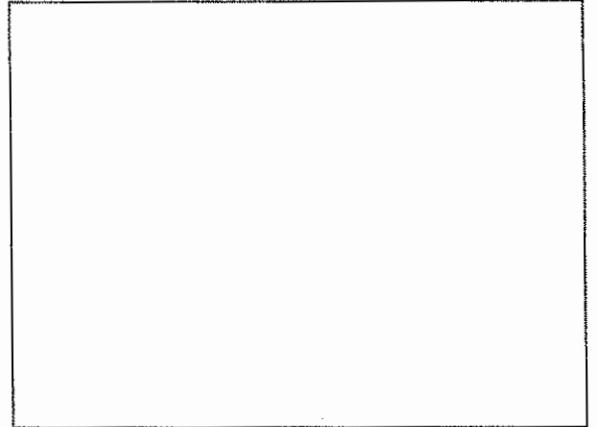
APPROVED AS TO FORM:

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



**FILE NO. R21-02**  
**APPLICANT: Nancy Hagen**  
**REQUEST: Rezone parcels from SF-2 to MF-4**

PLANNING COMMISSION MEETING  
January 5, 2021



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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 5, 2021 for hearing the matter of a petition of Antonio Almaraz, requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

**Layman's Description: 1300 N. Thompson**

**Legal Description:** Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 26 in Township 18 North of Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point 720.01 feet East and 20 feet North of the Southwest Corner of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4); said point being on the East right of way of Kansas Street; thence with said East right of way, North 647 feet; thence leaving said right of way S 88° 19' 12" E, 501.44 feet to the West right of way of U.S. Highway 71 B; thence along said right of way, S 01° 54' E, 355.32 feet; thence S 03° 36' 25" E, 277.73 feet to the intersection of said West right of way of U.S. Highway 71B and the North right of way of Backus Street; thence with said North right of way S 67° 16' 30" W, 66.34 feet; thence N 73 degrees 53' 06" W, 92.33 feet; thence West 380.50 feet to the point of beginning and containing 7.58 acres, more or less.

Subject to easements, rights-of-way, and protective covenants or record, if any.

Subject to all prior mineral reservations and oil and gas leases, if any.



**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Thoroughfare Commercial District (C-5)

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

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

ATTEST:

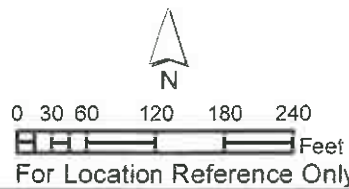
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

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

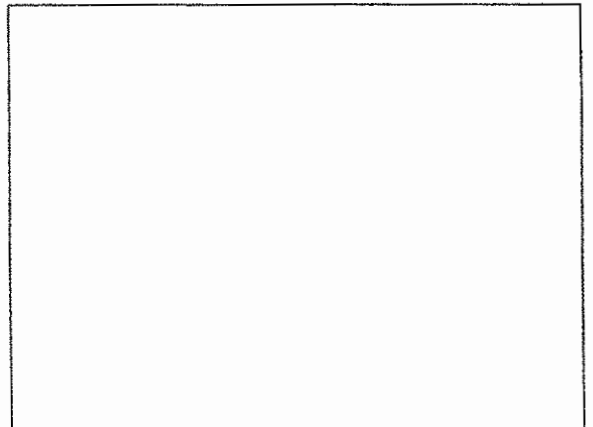


Public Hearing Sign Posted Prior/On: 12/18/2020  
Public Hearing Sign Posted By: RB  
S Public Hearing Sign Location



FILE NO. R20-50  
APPLICANT: Almarz SPE, LLC  
REQUEST: Rezone parcels from C-2 to C-5

PLANNING COMMISSION MEETING  
January 5, 2021



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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) AND LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT (PUD) AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 1, 2020 for hearing the matter of a petition of Hylton Road Real Estate, LLC and Hylton Road Properties, LLC, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) and Low/Medium Density Single Family Residential District (SF-2) and Agricultural District (A-1) to Planned Unit Development (PUD).

**Layman's Description:**

East side of Hylton road, south of Willie George Park.

**Legal Description:**

**SURVEY DESCRIPTION (Parcel 815-36188-002)(±76.9 Acres)(SF-2 to PUD):**

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF**



SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4, N02°30'00"E A DISTANCE OF 619.38 FEET TO A FOUND COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST LINE, N84°31'09"E A DISTANCE OF 16.48 FEET TO A SET "MAG NAIL", THENCE S87°20'46"E A DISTANCE OF 457.76 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°25'08"E A DISTANCE OF 405.92 FEET TO A FOUND IRON PIN (UNREADABLE); THENCE S87°34'41"E A DISTANCE OF 1357.44 FEET TO A FOUND 5/8 INCH REABR; THENCE S02°25'08"W A DISTANCE OF 1415.47 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°58'23"E A DISTANCE OF 1011.57 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°56'04"W A DISTANCE OF 946.53 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 16, SAID POINT BEING A SET IRON PIN WITH CAP, PLS 1156"; THENCE ALONG SAID SOUTH LINE N86°57'38"W A DISTANCE OF 217.33 FEET TO THE SE CORNER OF THE NE 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, N87°00'20"W A DISTANCE OF 1307.96 FEET TO THE SW CORNER OF THE NE 1/4 OF THE SW 1/4, SAID POINT ABEING A FOUND 2 INCH ALUMINUM MONUMENT (1.0' DEEP); THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, N02°24'15"E A DISTANCE OF 1315.12 FEET TO THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE NW 1/4, N86°51'39"W A DISTANCE OF 1309.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 76.86 ACRES (3,348,119) SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

**SURVEY DESCRIPTION (Parcel 001-15087-000) (±19.9 Acres)(A-1 to PUD):**

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1429"; THENCE ALONG THE WEST LINE OF SAID SECTION 16, N02°34'53"E A DISTANCE OF 1315.63 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID



SECTION 16 A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID WEST LINE, N02°34'53"E A DISTANCE OF 656.04 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND 40D NAIL; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SOUTH HALF, S87°17'32"E A DISTANCE OF 1311.90 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF THE NW 1/4 OF THE SW 1/4, S02°24'15"W A DISTANCE OF 665.39 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND 2" ALUMINUM MONUMENT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4, N86°53'06"W A DISTANCE OF 1314.01 FEET TO THE **POINT OF BEGINNING**. CONTAINING 19.91 ACRES - 867,454 SQ.FT., MORE OR LESS.

**SURVEY DESCRIPTION (Parcel 001-15083-000) (±9.9 Acres)(A-1 to PUD):**

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4, S86°51'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD; THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

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

Residential District (SF-2) and Agricultural District (A-1) to Planned Unit Development (PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) and Low/Medium Density Single Family Residential District (SF-2) and Agricultural District (A-1) to Planned Unit Development (PUD).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020**

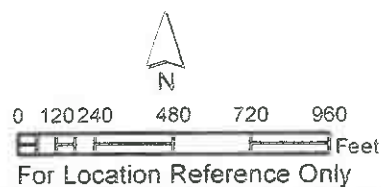
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**FILE NO. R20-46**  
**APPLICANT: Hylton Road Real Estate, LLC**  
**REQUEST: Rezone parcels from SF-2 to PUD**

PLANNING COMMISSION MEETING  
 November 3, 2020



**Development Plan for  
HYLTON ROAD P.U.D.  
Planned Unit Development  
January 8, 2021**

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

**General Eligibility and Staging Requirements**

1. Location: The intent is to apply the PUD district to the approximately 106.7 acres included in the project, all of which are within the municipal limits of Springdale. The Comprehensive Land Use Plan designates this area for Low Density Residential. However, there has been significant development of this portion of the City since the Land Use Plan was created.
2. Ownership: The majority of the property is owned by Hylton Road Real Estate, LLC, which is also the developer for the PUD. Approximately ten acres is currently owned by Hylton Road Properties, LLC but is under contract to be sold to Hylton Road Real Estate, LLC. The entire property will be owned by Hylton Road Real Estate, LLC prior to the start of construction. Warranty deeds establishing current ownership are included in the application materials.
3. Project size: The property includes approximately 106.7 acres, well in excess of the minimum ten acres required by city code.
4. Staging: The 106.7 acres shown in the attached plans represents the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

Project includes six phases. Initial construction is anticipated to include Phase I only but may include a combination of Phase I and one or more additional phases.

Phase I is the largest phase and includes two street connections to Hylton Road. Phase I includes single family, duplex, and multi-family units.

Developer intends to begin construction as quickly as is practical once construction plans are approved by all appropriate regulatory entities. Anticipated timeframe is completion of Phase I construction within eighteen months of City Council PUD approval, with completion of an additional phase each following year until all phases are complete.

**APPLICATION REVIEW PROCEDURES**



1. Three Phases:
  - a. A preapplication conference with planning and community development staff. – A pre-application conference has been held with the planning department staff.
  - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.
  - c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.

The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.

5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, bmurray@engineeringservices.com.
6. Size: Approximately 106.7 acre tract – legal descriptions of the three parcels included in the PUD are as follows:

**SURVEY DESCRIPTION (Parcel 815-36188-002) (±76.9 Acres):**

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4, N02°30'00"E A DISTANCE OF 619.38 FEET TO A FOUND COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST LINE, N84°31'09"E A DISTANCE OF 16.48 FEET TO A SET "MAG NAIL", THENCE S87°20'46"E A DISTANCE OF 457.76 FEET TO A SET IRON PIN WITH CAP "PLS 1156; THENCE N02°25'08"E A DISTANCE OF 405.92 FEET TO A FOUND IRON PIN (UNREADABLE); THENCE S87°34'41"E A DISTANCE OF 1357.44 FEET TO A FOUND 5/8 INCH REABR; THENCE S02°25'08"W A DISTANCE OF 1415.47 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°58'23"E A DISTANCE OF 1011.57 FEET TO A SET IRON PIN WITH CAP "PLS 1156; THENCE S02°56'04"W A DISTANCE OF 946.53 FEET TO THE SOUTH

January 8, 2021  
Hylton PUD Development Plan  
Page 3

LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 16, SAID POINT BEING A SET IRON PIN WITH CAP, PLS 1156"; THENCE ALONG SAID SOUTH LINE N86°57'38"W A DISTANCE OF 217.33 FEET TO THE SE CORNER OF THE NE 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, N87°00'20"W A DISTANCE OF 1307.96 FEET TO THE SW CORNER OF THE NE 1/4 OF THE SW 1/4, SAID POINT ABEING A FOUND 2 INCH ALUMINUM MONUMENT (1.0' DEEP); THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, N02°24'15"E A DISTANCE OF 1315.12 FEET TO THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE NW 1/4, N86°51'39"W A DISTANCE OF 1309.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 76.86 ACRES (3,348,119) SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

**SURVEY DESCRIPTION (Parcel 001-15087-000) (±19.9 Acres):**

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1429"; THENCE ALONG THE WEST LINE OF SAID SECTION 16, N02°34'53"E A DISTANCE OF 1315.63 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16 A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID WEST LINE, N02°34'53"E A DISTANCE OF 656.04 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND 40D NAIL; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SOUTH HALF, S87°17'32"E A DISTANCE OF 1311.90 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF THE NW 1/4 OF THE SW 1/4, S02°24'15"W A DISTANCE OF 665.39 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND 2" ALUMINUM MONUMENT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4, N86°53'06"W A DISTANCE OF 1314.01 FEET TO THE **POINT OF BEGINNING**. CONTAINING 19.91 ACRES - 867,454 SQ.FT., MORE OR LESS.

**SURVEY DESCRIPTION (Parcel 001-15083-000) (±9.9 Acres):**

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4,

S86°51'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD; THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Hylton Road Planned Unit Development

8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, landscaping, and renderings of sample homes, duplexes, and townhouses.

1. Development Strategy – Intent is to develop an approximately 106.7 acre site as a PUD with a mix of single-family homes, duplexes, and townhouses. The entire subdivision will be residential with no commercial uses proposed or allowed. Developer intends to build and sell homes on the single family lots, build and lease duplexes on the duplex lots, and build and lease the townhouses. However, developer reserves the right to sell lots, lease homes, and sell the townhouses as market conditions warrant. The project includes three general types of residential units:

- a) Single Family Residential Lots: The subdivision includes 171 single family residential lots, all of which are conventional, front load lots. Lot sizes vary, and the smallest typical single family lot size is 60' wide by 130' deep with an area of 7,800 square feet (0.18 acres). Many of the blocks of these lots feature larger 64' wide or 67' feet wide lots.
- b) Duplex Lots: The subdivision includes 103 duplex lots (206 residential units). These lots are also conventional, front load lots. Each duplex unit will include an attached garage and driveway. Lot sizes vary, but typical duplex lot size is 80' wide by 130' deep with an area of 10,400 square feet (0.24 acres)
- c) Townhouse Lots: The project includes townhouse buildings on a 9.4 acre lot near the northeast corner of the subdivision. Developer proposes to build eighteen townhouse buildings. Sixteen of the buildings shown on the Preliminary Plat include six units each, and two of them include four units, for a total of 104 residential units. Some townhouses face public streets. These buildings all include attached garages. Some townhouses face private streets. Some of these buildings include attached garages, while others utilize on-street parking located near the front of the buildings. One block of six townhomes includes a large common open space area behind the townhouses.

2. Permitted Uses: The entire development will be strictly residential in nature. No commercial or industrial uses are proposed or allowed for this development. Specific Use Units

allowed in Hylton Road PUD are:

Use Unit 1 – Citywide Public Uses by Right  
Use Unit 4 – Cultural, Recreational, and Health Facilities  
Use Unit 8 – Single Family Dwellings  
Use Unit 10 – Townhouse  
Use Unit 11 – Duplexes  
Use Unit 34 – Model Home/Temporary Marketing Office

### 3. Site Development Requirements

#### A) Density, Bulk, Area and Yard Regulations

Density – 171 Single Family Lots = 171 Residential Units  
103 Duplex Lots = 206 Residential Units  
18 Townhouse Buildings = 104 Residential Units  
Entire Project = 481 Residential Units

481 Units / 106.7 Acres = 4.5 Units / Acre

Green Space – 19.1 Acres / 106.7 Acres = 17.9% (15% Minimum by City Code)

Lot size - Single Family Residential: 60' Wide x 130' Deep Typical  
Duplex Residential Lots: 80' Wide x 130' Deep Typical  
Townhouse Lot: Single 9.4 Acre Lot

#### B) Building Setbacks

Single Family and Duplex Lots:  
Front – 25 Feet  
Interior Side – 5 Feet  
Exterior Side (Along Street ROW-Corner Lots) – 15 Feet  
Rear – 20 Feet



### **PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE**

Hylton Road Real Estate, LLC, the Developer of the Hylton Road PUD project, proposes a Planned Unit Development (PUD) with 171 single family residential lots, 103 duplex lots, and eighteen townhouse buildings on 106.7 acres in southeast Springdale. The subject property includes Washington County Parcels 815-36188-002 ( $\pm 76.9$  Acres), 001-15087-000 ( $\pm 19.9$  Acres), and 001-15083-000 ( $\pm 9.9$  Acres) which are situated along the east side of Hylton Road adjacent to and south of the C.L. "Charlie" and Willie George Park.

This property is designated for low density residential use on the City's Comprehensive Land Use Plan.

The intent of the development is to provide a mixture of single family homes, duplexes, and townhouses in close proximity to the adjacent park and nearby schools. The development preserves the natural resources along Clear Creek at the north end of project and provides several large common open space areas within the interior of the development as well. The project will provide two pedestrian connections to the C.L. "Charlie" and Willie George Park to the north, which is the primary amenity associated with the development. The park connections include a sidewalk to be constructed along the east side of Hylton Road, and a twelve foot wide pedestrian connection near the northeast corner of the PUD. The twelve foot wide trail runs south from the northeast corner of the subdivision through the townhouse lot and several POA lots to a point near the south edge of the development. The two connections to the adjacent park, combined with the internal sidewalks throughout the subdivision, will provide a high level of connectivity within the development, with the adjacent park, with nearby schools, and with the surrounding region separate from vehicular roadways.

The project is being proposed as a Planned Unit Development to provide a mix of housing options in a location that will maximize the amenities, services, and resources available to residents. The adjacent C.L. "Charlie" and Willie George Park is one of the newest parks in the City, and provides trails, open areas, sports facilities, a playground, a splashpad, and other features PUD residents will be able to access easily via the proposed pedestrian connections from the PUD to the park. There are numerous schools located near the PUD, including elementary, middle, and junior high schools, plus the Don Tyson School of Innovation which draws students from across the entire district. Residents will also have access to a wide range on nearby commercial services along Highway 412, including grocery, bank, car wash, convenience, pharmacy, farm supply, and auto parts facilities. The PUD location provides residents of the subdivision with easy access to all of these resources they require on a daily or weekly basis via walking or a very short trip by vehicle.

In addition to the pedestrian connections and access to amenities in the adjacent park, there will be numerous amenities for residents within the subdivision also, as shown on the Preliminary Plat. These include items such as a gazebo, playground equipment, picnic area, dog park, and multiple green spaces. The prelim plat includes six lots designated as park areas.

The PUD layout provides single family homes in the portion of the development near to and visible from Hylton Road. Duplex lots are located east of the single family homes, and townhouses at the northeast corner of the property.

Applicant is not proposing a PUD to achieve residential density which greatly exceeds what is allowed in conventional residential developments in the City. Overall residential density (4.5 units/acre) is comparable to the density allowed by code in Springdale's SF-2 zoning district (4 units/acre), even with the inclusion of the proposed townhouses. The typical lot size for the smallest single family lots in the development (60' wide x 130' deep) has an associated area of 7,800 square feet, only 200 feet shy of the minimum lot size required in the SF-2 district. The typical lot size for the duplex units (80' wide x 130' deep) exceeds the width requirement for duplexes in the MF-12 district and is only 100 square feet shy of the required minimum area for duplexes in the MF-4 district.

Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow the single family homes to be built on sixty foot wide lots in the PUD that are comparable in size and appearance to homes constructed on significantly wider lots in conventional subdivisions.

The front building setback is proposed to be twenty-five feet, which is five feet less than the typical Springdale residential setback of thirty feet. This will still provide sufficient driveway length between the street and the garage of homes and duplexes without blocking sidewalks. It will also allow and allow for a substantial front yard for these units and provide sufficient space for water and sewer infrastructure.

Side setbacks are proposed to be five feet from interior lot lines rather than the eight foot setback more common for Springdale zoning districts. This will allow for homes to be built on the sixty foot lots that normally would require much wider lots. Despite the reduced setback, all homes will still meet the minimum separation specified by fire code as eaves of adjacent homes will be separated by at least ten feet.

Rear setbacks are proposed to be twenty feet, a five foot reduction compared to the typical rear setbacks in Springdale residential zoning districts. Twenty feet ensures each home and duplex will have a very nice backyard and also provides room for utility easements for telecom, power, and gas infrastructure.

Each single family home is required to have an attached garage with capacity for at least two vehicles. Each duplex unit is required to have an attached garage with capacity for at least one vehicle. Townhouses fronting public streets will have attached garages. Townhouses fronting private streets include a mix of buildings with attached garages and buildings served by on-street parking. The covenants provide requirements regarding any accessory structures to be placed on the lots.

Primary use of the development is single family homes, duplexes, and townhouses, with no commercial or industrial use units allowed in the development. The following specific use units will be allowed in the development:

- Use Unit 1 – Citywide Public Uses by Right
- Use Unit 4 – Cultural, Recreational, and Health Facilities
- Use Unit 8 – Single Family Dwellings
- Use Unit 10 – Townhouse

Use Unit 11 – Duplexes  
Use Unit 34 – Model Home/Temporary Marketing Office

Covenants specify exterior building material requirements, all of which will be required to be high quality materials. The first floor (up to the second floor plate) of each single family home, duplex, and townhouse will be 100% brick, stone, or manufactured stone with no siding. Wood trim, shutters, and support columns are allowed. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand).

Developer intends to build then sell the single family homes and to build then lease the townhouses. However, depending on market demand, developer reserves the right to sell single family or duplex lots, build then lease single family homes, or to sell the townhouse lot or townhouse buildings. Plans and elevations of sample single family homes, duplexes, and townhouses which are similar in appearance/materials to the types of homes developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer will operate a temporary sales office and up to four model homes at a time in the development.

Covenants include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These include, but are not limited to, requirements related to fences, yard maintenance, and storing trash cans out of sight from the road.

The residents of the PUD will have access to a wide array of amenities. The development will have sidewalks throughout the subdivision along streets for connectivity within the PUD. The subdivision also includes two pedestrian connections to the C.L. "Charlie" and Willie George Park. One connection is a sidewalk along the east side of Hylton Road, and the other is a ten foot wide trail at the northeast corner of the PUD which will include a pedestrian bridge over Clear Creek. These sidewalks and trails will allow pedestrians to travel within the subdivision easily and safely, to the adjacent park, or to schools or other locations in the surrounding area. In combination with the existing sidewalks in the park, along Don Tyson Parkway, and within other subdivisions in this area, residents will have access to a large system of sidewalks and trails separate from the roadway.

20.3% of the development is reserved as green space. There is a large greenspace area at the north end of the project along Clear Creek and adjacent to the park. Smaller greenspace areas are provided throughout the interior of the subdivision, much of which is located along the overhead power line easements.

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

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Sugar Maples (*Acer saccharum*)
- Chinese Pistache (*Pistachia chinensis*)

There are three types of streets proposed to be constructed in the subdivision. These include public streets with a 43' wide right-of-way for areas with no parking, public streets with 45.5' wide right-of-way where parking is provided, and private streets within the townhouse lot.

Developer will dedicate street right-of-way and construct street improvements along the east side of Hylton Road as required to meet Master Street Plan requirements. Developer will dedicate right-of-way for north half of a future road along south edge of subdivision as shown on the Master Street Plan, but no street improvements for this roadway are proposed.

Project includes four street connections to Hylton Road. Two will be constructed in Phase I of the development. Project also includes stub-outs at south edge of subdivision for future connection to the road shown in this location on the Master Street Plan. One stub-out is provided along the east edge of the project just south of the townhouse lots.

All streets will include 5' wide sidewalks along both sides of the road. Sidewalk along the street frontage of single family, duplex, and townhouse lots will be installed by builder during construction on those lots. Developer will construct the sidewalk located along or across green space areas and detention pond lots.

Overnight parking is prohibited on all streets within the development, other than designated parking areas.

Signage for the subdivision will consist of monument signs at intersections with exterior streets. The exterior of the signs will be constructed with primarily stone, brick, and/or metal and developer will install landscaping along the signs in accordance with the landscape plan. Phase I will include a monument sign at each intersection with Hylton Road.

Project includes common 21.64 acres of neighborhood green space, which is 20.3% of the overall project acreage. With 481 proposed units, developer project will provide 1,730 square feet of neighborhood green space per residential unit.

Developer intends to begin construction as quickly as possible once the PUD and construction plans are approved. It is anticipated that construction of Phase I will be complete within eighteen months of City Council approval of the PUD with an additional phase completed each subsequent year until project is complete. Construction of all six phases of the subdivision is anticipated to be complete within seventy-eight months of PUD approval. Phase I will be built first. Based on demand, additional phases can be constructed concurrently with Phase I.

The majority of the property is in the SF-2 zoning district. Approximately thirty acres of the PUD were recently annexed in the City of Springdale and are in the A-1 zoning district.



The proposed development is compatible with existing and future land uses in this area. Current land uses of adjacent properties are institutional to the north (C.L. "Charlie" and Willie George Park), agricultural to the east and south (unincorporated pasture/forest with sparse residences), and a combination of residential and agricultural to the west. This property is at the southeast limits of the City of Springdale, and thus little development exists south or east of this project. However, there are several existing single family residential subdivisions located nearby to the north and west of the PUD, and several new developments are currently in various stages of development in this area, including one directly across the Hylton Road to the west. The residential nature of the project, the large number of single family homes proposed, and the placement of the duplexes and townhouses along the east edge of the property away from Hylton Road result in project compatibility with existing uses.

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

- Walter Turnbow Elementary
- Don Tyson School of Innovation
- Lakeside Junior High School
- Sonora Middle School
- Sonora Elementary School
- Harp Elementary School

The project includes street improvements to Hylton Road. Project is a short distance from Don Tyson Parkway and East Robinson Avenue (US Highway 412), both of which are major east/west arteries through Springdale with multiple driving lanes in each direction.

Water and sewer infrastructure is already present in this area. Springdale Water Utilities has a twelve inch diameter water main along the west side of Hylton Road near the northwest corner of the subdivision. An existing sewer main runs along Clear Creek across the north portion of the development property. Although downstream sewer improvements may be required (pending a capacity analysis) it appears the existing water and gravity sewer mains necessary to serve the development are available.

**DECLARATION OF COVENANTS OF ASSURANCE  
AND RESTRICTIONS OF THE HYLTON PUD SUBDIVISION  
TO THE CITY OF SPRINGDALE, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

WHEREAS, the undersigned is the owner of all of property referenced in Exhibit A, attached hereto and incorporated herein, which property has been subdivided into the lots of Hylton PUD Subdivision to the City of Springdale and is reflected upon a plat of said subdivision which plat, on \_\_\_\_\_, was recorded and filed in the Plat Records of Washington County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and bears document number \_\_\_\_\_, and which plat is made a part of this Declaration, by reference, and this Declaration is likewise made a part by reference of said plat; and,

NOW, THEREFORE, the Developer declares that the real property described herein, and the soon-to-be-created lots on such property and in said Hylton PUD Subdivision, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

1.1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Washington County, Arkansas, and which subdivision is located on the following lands, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

**ARTICLE II**

**DEFINITIONS**

2.1. The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants of Assurance and Restrictions for Hylton PUD Subdivision to the City of Springdale, Arkansas.
- b. "Property" means the Hylton PUD Subdivision to the City of Springdale, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Washington County, Arkansas.

- c. "Lot" means any numbered Lot designated on the Plat of the property, except as may be herein excepted.
- d. "Plat" means the map of the plat of Hylton PUD Subdivision to the City of Springdale, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any lot.
- f. "Developer" shall mean and refer to \_\_\_\_\_, Riggins Commercial Construction & Development, Inc., Riggins Construction of NWA, Inc., Riggins Construction, Inc., Riggins Properties, Inc., Kevin Riggins, and Darin Riggins, or any other entity in which either Kevin Riggins or Darin Riggins have an interest, or any combination thereof as the context suggests.
- g. "Subdivision" shall mean Hylton PUD Subdivision to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk, and Ex-Officio Recorder of Washington County, Arkansas.
- h. "Association" shall mean and refer to Hylton PUD Homeowners Association, organized and existing pursuant to the laws of the State of Arkansas.
- i. "Common Properties" shall mean and refer to those real properties owned by or hereafter acquired by the Association including, but not limited to, the Detention Basins, as the same are shown on the Plat. Common properties are intended to be devoted to the common use and enjoyment of owners of the properties. The Association shall maintain all Common Properties.
- j. "ARC" shall mean and refer to the Architectural Review Committee as established and maintained by the Association. Initially, the ARC shall consist of Kevin Riggins and Darin Riggins, who shall serve until their resignation. Should either resign, the person to replace them shall be determined by a majority vote of Lot Owners with Developer having votes as provided in Section 3.18. The Association may change the number and composition of the ARC by a majority vote of Lot Owners with Developer having votes as provided in Section 3.18.

### ARTICLE III

#### RESTRICTIONS ON RESIDENTIAL LOTS

3.1. Fences: Only fences constructed of wood or wrought iron may be installed. There shall be no other fences allowed. In no event shall any fence be built which would detract from the appearance or obstruct visibility of the entry signs to the Property. All privacy fences

shall be constructed so that the framing shall be toward the inside of the Owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Any fence, once constructed, must be maintained by the property owner who had it constructed or their successor-in-interest.

3.2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3.3. Signs: No person shall erect or maintain upon any Lot, or improvement thereto, any sign or advertisement, except a real estate sign when the property is listed for sale, provided, however, that this restriction shall not apply to Developer during development and construction of the Subdivision.

3.4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance and all Owners shall comply with applicable laws, ordinances and regulations concerning animals.

3.5. Garbage and Refuse Disposal: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles. All Owners shall be required to have a mandatory trash pick up as provided or required by the City of Springdale, Arkansas.

3.6. Limited Access: There shall be no access to any Lot on the perimeter except from designated streets or roads within the Subdivision.

3.7. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

3.8. Communication Towers and Satellite Dishes: No communications mast, tower, or structure may be installed on any Lot, except that satellite dishes may be installed only on the rear roof of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling.

3.9. Parking on the Streets: No vehicles may be parked overnight in the streets of the Subdivision. Owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. Furthermore, no semi-trailer trucks or commercial vehicles shall be allowed to park in the Subdivision, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer during construction and development of the Subdivision. No vehicles may be parked in front yard at any time.

3.10. Structures other than Dwellings: No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the rear yard of a Dwelling provided that (a) the square footage of such storage building does not exceed 250 square feet and (b) is constructed of a material of the same type, design and colors of the Dwelling which it accompanies. Before any such storage building can be constructed, the Owner must submit plans to the Association's ARC for its approval. The restrictions contained in this section shall not



apply to the Developer during construction and development of the Subdivision.

3.11. Recreational Vehicles and Boats: Recreational and camping vehicles, trailers and boats may not be stored and parked on the Lots except behind the Dwelling and then only if enclosed in a screened wood privacy fence.

3.12. Minimum Square Footage: All Dwellings in the Subdivision shall have a minimum of thirteen hundred (1,300) square feet of heated area on the first floor, regardless of whether the dwelling is single story or two story. The minimum square footage requirements is exclusive of garages, porches, patios and decks. Irrespective of other provisions regarding amendments of these covenants, the minimum square footage requirements cannot be amended except with the express approval of the Developer.

3.13. Restriction of Type of Dwelling: There shall be no Dwellings erected on any Lot other than a detached single family dwelling having at least a two-car enclosed garage, a duplex dwelling having at least a two-car enclosed garage, or attached townhome units. These dwellings are restricted to certain areas within the Subdivision, as noted on the plat.

3.14. Approval of Plans by ARC: All plans for improvements to be constructed on each Lot shall be first submitted for review and approval by the ARC. Approval by the ARC must be obtained in writing before construction of any improvement on any Lot begins and any variances to the improvement initially approved must be authorized in writing by the chairman of the ARC. Developer is exempt from this requirement to obtain written approval from the ARC.

3.15. Exterior of Dwellings: All exterior walls of all Dwellings erected on the Lots shall be finished with high quality materials. The fire floor (up to the second floor plate) of each single family, duplex, and townhome will be 100% brick, stone, or manufactured stone with no siding. Wood trim, shutters, and support columns are allowed. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Soffits and fascia may be covered with steel, aluminum or concrete composition materials. All roof pitches shall be a minimum of 6/12 pitch. No metal roofs shall be permitted. Roofs shall be covered with shingles using architectural composition or better.

3.16. Lot maintenance and sod: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall sod the entire Lot, provided, however, that this section shall not apply to Developer during construction and development of the Subdivision. If Owner allows grass to grow such that it is more than 4 inches high, Developer or Association, shall have the right, but not the obligation, to have it mowed without giving notice to the Owner and shall charge Seventy Five Dollars (\$75.00) or the amount it costs Developer or Association to have it mowed, whichever is greater.

3.17. Platted easements: All Lots are subject to easements that are shown on the Plat, including, but not limited to, easements for fences and entry signs.

3.18. Covenants to Run with the Land: All covenants and restrictions set forth in this Declaration are to run with the land and shall be binding on all parties, their successors, heirs

and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, that any time after the date this Declaration is recorded, the covenants and restrictions may be amended at any time by the record owners of at least sixty (60) percent of the total Lots in the Subdivision. The Developer shall have four (4) votes per Lot which Developer owns. All other Lot owners shall have one (1) vote per Lot. Such amendments shall be made and executed by said record owners so as to be recorded with the registrar of deeds of Washington County, Arkansas.

Provided, further, that after the expiration of the thirty (30) year period set forth above and any time within six (6) months from said expiration, a majority of the Lots, through their record owners, may express their intention, in writing, so drafted and executed as to be recorded with the registrar of deeds in Washington County, Arkansas, that they no longer care for the covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, this Declaration shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination.

It is further provided that this Declaration may be amended after its execution, either by adding to or taking from said Declaration in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the Lots, through their record owners, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

3.19. Sex Offender Restriction: No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901, et seq., as amended from time to time or any other similar federal, state or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the subdivision either permanently or temporarily.

ARTICLE IV

HOMEOWNERS ASSOCIATION AND  
COVENANT AND PLAN FOR MAINTENANCE AND OTHER ASSESSMENTS

4.1. Homeowners Association: Hylton PUD Homeowners Association (referred to herein as "Association") has been or will be formed as an unincorporated association. All Lot Owners must be members of the Association and each shall automatically become a member of the Association upon the conveyance of a lot to him or her. The Association shall be governed by By-Laws accepted and approved by the Association.

All association memberships will pass with Lot ownership in the Subdivision. All Lots will carry one (1) vote in the Association, except that the Developer shall have four (4) votes per Lot which Developer owns.

4.2. Creation of Lien: Each Owner of any Lot of the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) special assessments for capital improvements and other

purposes, such assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In no event shall an annual or special assessment be applicable at any time to any lot owned by the Developer and the Developer shall not be obligated to pay any annual or special assessment.

4.3. Purpose of Assessments: The assessments levied pursuant hereto by the Association shall be used for the purposes of acquisition, improvement and maintenance of the Common Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and modifications thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In addition, assessments may also be used for expenses related to the necessary and reasonable operation of the Association, including, but not limited to, collection of assessments and related costs and enforcement of the covenants and restrictions of the Subdivision.

4.4. Basis and Maximum of Annual Assessments: The annual assessment for each lot shall be \$50.00. An Owner's first such assessment shall be prorated and paid to the Association at closing according to time of conveyance of a Lot to the Owner. The annual assessment may be increased, as hereinafter provided, by a majority vote of the votes entitled to be cast by the members of the Association for the next succeeding "assessment year" (beginning January 1) and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than twenty-five percent (25%) above the prior year's annual assessment. Said annual assessment shall be payable in advance on the 1st day of January each year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

4.5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized hereinabove, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes entitled to be cast by members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.6. Change in Basis of Maximum of Annual Assessments: Subject to the limitations of other sections of this Article, and for the purposes therein specified, the Association may change the maximum and basis of the assessments fixed by this Article prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes entitled to be cast by members who are voting in person or by proxy, at a meeting duly called for this purpose, where a quorum is present, written notice of which shall be mailed to all members at the last known mailing address of each voting member at least fifteen (15) days in

advance and shall set forth the purpose of the meeting.

4.7. Quorum for any Action Authorized Under This Article: The quorum of any action authorized by this Article, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in this Article

4.8. Late Payment of Assessments: As hereinabove provided, each annual assessment shall be due and payable on the 1st day of January of each year. In the event of default as to any payment (annual or special), and if the default is not remedied within ninety (90) days, the Association shall have the option of taking such action as permitted by law or equity and by this Declaration and the By-laws of the Association. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than ninety (90) days delinquent. Costs of collection of the assessment, including reasonable attorney's fees therefor, shall also be assessed.

The due date of any special assessment under this Article shall be fixed in the resolution of the members of the Association authorizing such assessments, with the same option on the part of the Association in the event of default.

4.9. Duties of the Board of Directors: In addition to the other duties of the Board of Directors as may be set forth herein or in the By-laws of the Association, the said Board of Directors shall fix the date of any special assessment against each lot for any special assessment period at least thirty (30) days in advance of such special assessment, written notice of the special assessment shall thereupon be sent to every member subject thereto at the last known mailing address of such member.

The Secretary of the Association, upon demand at any reasonable time, shall furnish to any member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.10. Effect of Non-Payment of Assessment and the Lien Remedies of the Association: If the assessments (annual or special) are not paid on the date when due, then such assessment shall be come delinquent as provided in this Article and shall, together with such interest, late charges thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the lot which shall bind such lot in the hands of the then owner, its successors, heirs, devisees, personal representatives and assigns. If the assessment is not paid as provided herein, it shall bear interest from date of delinquency at the maximum rate of interest allowed by law, not to exceed ten percent (10%) per annum, and the Association may foreclose the lien against said lot, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred by the Association.

4.11. Subordination of the Lien or Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or



hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.12. Suspension of Rights of Membership: Prior to the foreclosure of any lien upon any lot subject to this Declaration, the Board of Directors of the Association may elect to suspend all membership rights of any member or members of the Association who are delinquent in any payment due to the Association for more than thirty (30) days, with such suspension to continue for so long as any such delinquency exists. Further, the Board of Directors may suspend membership rights for a period not to exceed thirty (30) days for the infraction of any rules or regulations by the member, family of the member or guest of the member, relating to the use of any of the common properties. Suspension of membership rights shall be effective from the date that notice of suspension is mailed to the member via U.S. Certified mail, return receipt requested, postage prepaid, to the last known address of the said member.

4.13. Cancellation and Hearing: The said Board of Directors may elect to permanently cancel the membership and all membership rights of any member who is delinquent in any payment due to the Association for more than ninety (90) days or when such member, family of the member, or guest of the member are guilty of repeated or flagrant violation(s) after a hearing conducted by said Board of Directors, which notice of such hearing mailed to such member at least thirty (30) days in advance of said hearing date, and further provided that such member may appeal any such decision of said Board of Directors to the membership of the Association by such affected member calling a special meeting of the membership of the Association by notice mailed to each member at least ten (10) days in advance of the desired special meeting date, and said notice setting forth the time, date, place and purpose of said meeting. A majority vote of the votes entitled to be cast by the members of the Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret ballot. Notice shall be mailed by the member via U.S. Certified mail, postage prepaid, return receipt requested.

4.14. Detention Ponds: The Association shall have the responsibility of maintaining the Detention Ponds situated on the Common Properties and shall use assessments as provided in this Article IV for such purpose.

## ARTICLE V

### PROPERTY RIGHTS OF THE COMMON PROPERTIES

51. Members' Easement for Enjoyment: Subject to the provision of this article and related provisions set forth elsewhere herein, every member shall have a right of enjoyment in and to the Common Properties, subject to the rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

52. Extent of Members' Rights of Enjoyment: The rights of easements of

enjoyment created hereby shall be subject to the following:

- a. The right of the Association to borrow money for the purpose of acquiring, constructing, improving and maintaining the common properties and in aid thereof to mortgage said properties or execute a deed of trust or other instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the members, and if necessary to have other relief as permitted by law; and,
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,
- c. The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association; and,
- d. The right of the Association to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the common properties; and,
- e. The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement of enjoyment as to the common properties by reason of ownership of a lot; and
- f. The right of individual members to have exclusive use of any of the common properties as from time to time may be granted by the Board or its designate;
- g. The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

## ARTICLE VI

### MISCELLANEOUS

6.1. Violations: If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Subdivision, as well as the Association, to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

6.2. Notices: Any notice required to be sent to any Owner under the provisions

of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

6.3 Additional Phases: The Developer reserves, unto itself, the right, without joinder, vote or consent of any Owner, Builder or Mortgagee, to file additional plats in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas to add additional phases which shall be subject to this Declaration. With regard to such additional phases, Developer further reserves, unto itself, in its sole discretion, the right, without joinder, vote or consent of any Owner, Builder or Mortgagee, to change the minimum square footage as stated in Section 3.12 herein.

6.4. Severance: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

6.5. Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by the other party, its heirs, successors or assigns, subject to this Declaration, shall not constitute a waiver of that party's right to exercise such option upon future breach.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_\_ day of April, 2020.

**DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Member

#### ACKNOWLEDGMENT

STATE OF ARKANSAS            )  
  ) ss.  
COUNTY OF WASHINGTON    )

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared in person the within named \_\_\_\_\_, to me personally known, who stated that he was a Member of \_\_\_\_\_, an Arkansas limited liability company, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this \_\_\_\_\_ day of April, 2020.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_



**EXHIBIT "A" TO  
DECLARATION OF COVENANTS OF ASSURANCE  
AND RESTRICTIONS OF  
THE HYLTON PUD SUBDIVISION  
IN THE CITY OF SPRINGDALE**

**SURVEY DESCRIPTION 1:**

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4, S86°51'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD; THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

**SURVEY DESCRIPTION 2:**

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

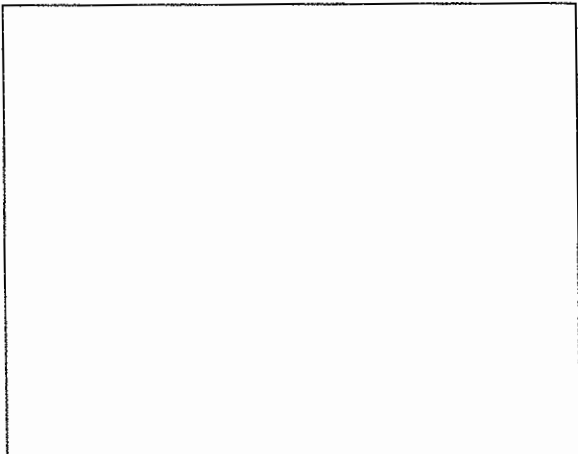
**BEGINNING** AT THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4, N02°30'00"E A DISTANCE OF 619.38 FEET TO A FOUND COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST LINE, N84°31'09"E A DISTANCE OF 16.48 FEET TO A SET "MAG NAIL", THENCE S87°20'46"E A DISTANCE OF 457.76 FEET TO A SET IRON PIN WITH CAP "PLS 1156; THENCE N02°25'08"E A DISTANCE OF 405.92 FEET TO A FOUND IRON PIN (UNREADABLE); THENCE S87°34'41"E A DISTANCE OF 1357.44 FEET TO A FOUND 5/8 INCH REBAR; THENCE S02°25'08"W A DISTANCE OF 1415.47 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°58'23"E A DISTANCE OF 1011.57 FEET TO A SET IRON PIN WITH CAP "PLS 1156; THENCE S02°56'04"W A DISTANCE OF 946.53 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 16, SAID POINT BEING A SET IRON PIN WITH CAP, PLS 1156"; THENCE ALONG SAID SOUTH LINE N86°57'38"W A DISTANCE OF 217.33 FEET TO THE SE CORNER OF THE NE 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, N87°00'20"W A DISTANCE OF 1307.96 FEET TO THE SW CORNER OF THE NE 1/4 OF THE SW 1/4, SAID

POINT ABING A FOUND 2 INCH ALUMINUM MONUMENT (1.0' DEEP); THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, N02°24'15"E A DISTANCE OF 1315.12 FEET TO THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE NW 1/4, N86°51'39"W A DISTANCE OF 1309.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 76.86 ACRES (3,348,119) SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

**SURVEY DESCRIPTION 3:**

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1429"; THENCE ALONG THE WEST LINE OF SAID SECTION 16, N02°34'53"E A DISTANCE OF 1315.63 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16 A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID WEST LINE, N02°34'53"E A DISTANCE OF 656.04 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND 40D NAIL; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SOUTH HALF, S87°17'32"E A DISTANCE OF 1311.90 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF THE NW 1/4 OF THE SW 1/4, S02°24'15"W A DISTANCE OF 665.39 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND 2" ALUMINUM MONUMENT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4, N86°53'06"W A DISTANCE OF 1314.01 FEET TO THE **POINT OF BEGINNING**. CONTAINING 19.91 ACRES - 867,454 SQ.FT., MORE OR LESS.



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

**AN ORDINANCE ACCEPTING THE RE-PLAT OF THE  
CASEY'S GENERAL STORES COMMERCIAL ADDTION,  
LOT 1 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:

Part of Lot 8, Parson Hills Commercial Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on Plat Record 10 at page 24, and part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), all in Section 6, Township 17 North, Range 29 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the southwest corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 6; thence by bearing and distance (basis of bearing, Grid North), North 02°27'44" East a distance of 48.06 feet to a one-half inch (1/2") rebar with PS #1507 cap at the southeast corner of Lot 8, Parson Hills Commercial Subdivision, the north right-of-way line of Arkansas Highway 412 (E. Robinson Avenue), and the POINT OF BEGINNING; thence North 87°19'25" West along the south line of said Lot 8 and said north right-of-way line a distance of 108.00 feet to a one and one-half inch (1-1/2") aluminum AHTD monument at the southeast corner of the tract acquired by Warranty Deed, Book 1309, page 726; thence North 36°23'13" West along the northeasterly line thereof and continuing along said north right-of-way line a distance of 51.09 feet to a one-half inch (1/2") rebar with PS #1507 cap on the west line of said Lot 8 and the east right-of-way line of Oriole Street; thence leaving said north right-of-way line, North 02°28'36" East along said east right-of-way line a distance of 211.03 feet to a one-half inch (1/2") rebar at the northwest corner of said Lot 8; thence leaving said east right-of-way line, South 87°15'42" East a distance of 140.00 feet to a one-half inch (1/2") rebar with PS #1507 cap at the northeast corner of said Lot 8; thence North 02°27'44" East along the east line of Parson Hills, Phase 1, as filed in Plat Record 8 at page 78, a distance of 235.97 feet to an existing rebar with Landtech cap at the southwest corner of Lot 1, The Oaks Addition, Phase 1, as filed in Plat Record 10 at page 78; thence leaving said east line, South 87°45'15" East a distance of 164.76 feet to the southeast corner of said Lot 1; thence South 02°26'39" West, crossing a four-inch (4") concrete monument at the southwest corner of Lot 36, The Oaks Addition, Phase 1, at a distance of 265.99 feet, in all a distance of 477.75 feet to a one-half inch (1/2") rebar at the northeast corner of a tract acquired by Warranty Deed, Book 1303, page 540, and said north right-of-way line of Arkansas Highway 412 (E. Robinson Avenue); thence North 87°18'59" West along said north right-of-way line and the north line of said tract a distance of 139.96 feet to a one and one-half inch (1 1/2") aluminum AHTD monument at the northwest corner of said tract; thence South 02°22'25" West continuing along said north right-of-way line a distance of 10.03 to a one-half inch (1/2")

rebar with PS #1507 cap at the southwest corner of said tract; thence North 87°19'25" West continuing along said north right-of-way line a distance of 24.97 feet to the Point of Beginning.

**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 CASEY'S GENERAL STORES COMMERCIAL ADDTION, LOT 1 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 CASEY'S GENERAL STORES COMMERCIAL ADDTION, LOT 1, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ernest Cate, CITY ATTORNEY





0 15 30 60 90 120  
 Feet  
 For Location Reference Only

**FILE NO. RP21-01**  
**APPLICANT: Morrison-Shipley Engineers, LLC (Casey's)**  
**REQUEST: Replat of parcels 815-30298-000 & 815-28603-000**

**PLANNING COMMISSION MEETING**  
 January 5, 2021



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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONSTRUCTION CONTRACT FOR RABBIT  
FOOT LODGE AND APPROPRIATING FUNDS  
PROJECT NO. CP 2001**

**WHEREAS**, Springdale administration has received bids for repair work on Rabbit Foot Lodge that includes repair of the roof, and

**WHEREAS**, the low bid of \$522,985.00 was received from Pick-It Construction, Inc., and

**WHEREAS**, The City has a balance of \$98,827 funds appropriated for this project and a grant of 62,238.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Pick-It Construction, Inc. for repairs to Rabbit Foot Lodge.

Section 2. There is hereby appropriated \$62,238 of grant funds and an additional \$361,920 of funds from the General Fund for this project.

**PASSED AND APPROVED** this 26<sup>th</sup> day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# **AIA® Document A101® – 2017**

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 23rd day of December in the year 2020  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

and the Contractor:  
(Name, legal status, address and other information)

Pick-It Construction, Inc  
10024 North Campbell Road  
Fayetteville, Arkansas 72704

for the following Project:  
(Name, location and detailed description)

Exterior Restoration/Rehabilitation - Phase I  
Roofing System and Log Structure Restoration  
Rabbit Foot Lodge  
2711 Silent Grove Road  
Springdale, Arkansas

The Architect:  
(Name, legal status, address and other information)

Clements & Associates/Architecture, Inc.  
507 Main Street  
North Little Rock, Arkansas 72114

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A 101®-2017 Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Architect as authorized by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred Fifty ( 150 ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred and Eighteen Thousand Five Hundred Fifty Dollars and Zero Cents (\$ 418,550.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate No. 1	\$103,660.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Allowances are included on the drawings and Addendum No. 1.	

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages in the amount of One Hundred (\$100.00) dollars per calendar day shall be assessed for the incompletion of this project if Substantial Completion is not obtained in One Hundred Fifty (150) calendar days from the issuance of the Notice Proceed.

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)



## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen ( 15 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 51.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*



Retention shall be held at the percentage rate of 10% from each application for payment through 50% of the contract completion, at which time the retention shall be reduced to 0% of the completed contract and the retention shall remain at 0% until the work is substantially complete. The Owner shall hold the retainage

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and after all punch list items have been completed and all close-out documents have been submitted and accepted by the Owner.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

#### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Wayne Morgan, Financial Director  
CV of Springdale

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Nathan Ogden, President

Init.

Pick-It Construction, Inc.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice<sup>in</sup> electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2

*(Paragraphs Deleted)*

.5 Drawings

Number	Title	Date
Refer to the attached "Index of Drawings"		

.6 Specifications

Section	Title	Date	Pages
Refer to the attached "General Index"			

.7 Addenda, if any.

Number  
Addendum No. 1

Date  
December 11, 2020

Pages  
7 pages (includes revised Bid  
Form and Pre-Bid Conference  
Sign-In Sheet)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above

OWNER (Signature)

Honorable Doug Sprouse, Mayor City of  
Springdale

(Printed name and title)

CONTRACTOR (Signature)

Nathan Ogden, President Pick-It Construction Inc.

(Printed name and title)

Init.



January 4, 2021

The Honorable Doug Sprouse  
City of Springdale  
201 Spring Street  
Springdale, Arkansas 72764

RE Roofing System Repairs and Replacement – Exterior Restoration/Rehabilitation – Phase I  
Rabbit Foot Lodge


Dear Mayor Sprouse:

Enclosed please find three (3) copies of the Standard Form of Agreement Between Owner and Contractor for the above referenced project for your review and approval. Upon signing, please keep one copy for your files and return the other copies to this office. We will distribute a copy to the contractor for their records.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

CLEMENTS & ASSOCIATES/ARCHITECTURE, INC.

  
Gary Clements, President



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

**A RESOLUTION AUTHORIZING PAYMENT OF AN  
INVOICE  
PROJECT NO. 18BPC1**

**WHEREAS**, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

**WHEREAS**, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

**WHEREAS**, The City has received an invoice for \$1,113,032.20 for construction expenses for December 2020.

**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 pay Milestone Construction Company, LLC \$1,113,032.20 with funds from the 2018 Bond Construction Fund.

**PASSED AND APPROVED** this 26<sup>th</sup> day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RECEIVED

DEC 31 2020

Page: 1 of 6

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Springdale  
201 Spring Street  
Springdale, AR 72764

PROJECT: Springdale Municipal Campus  
201 Spring Street  
Springdale, AR 72764

APPLICATION NO: 18  
PERIOD TO: Dec 31, 2020  
PROJECT NOS: 1371

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐

FROM CONTRACTOR: Milestone Construction Company, LLC  
2002 South 48th Street  
Suite A  
Springdale, AR 72762

ARCHITECT: Duvall Decker Architects, P.A.  
2915 North State Street  
Jackson, MS 39216

CONTRACT DATE: Jul 31, 2019

CONTRACT FOR: Springdale Municipal Campus

## APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM .....	\$	35,855,288.00
2. Net change by change orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) .....	\$	35,855,288.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$	21,864,383.07
(Column G on G703)		
5. RETAINAGE:		
(Total retainage Column I of G703) .....	\$	1,093,219.15
6. TOTAL EARNED LESS RETAINAGE .....	\$	20,771,163.92
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate) .....	\$	19,658,131.72
8. CURRENT PAYMENT DUE .....	\$	1,113,032.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	15,084,124.08

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total		0.00	0.00
Net Change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Milestone Construction Company, LLC

By: Gregorio Date: 12/28/20

State of: Arkansas

County of: Madison

Subscribed and sworn to before

me this 28 day of December

Notary Public: Erin Metcalf

My Commission expires: 09/28/2030

ERIN METCALF  
Notary Public-Arkansas  
Madison County  
My Commission Expires 09-28-2030  
Commission # 12711998

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 1,113,032.20

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Duvall Decker Architects, P.A.

By: RAW Date: 01/11/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

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

**WHEREAS**, Francisco Saenz and Adriana Saenz have petitioned for the abandonment of a portion of a utility easement on Lot 1, Benedetto Subdivision, to the City of Springdale, Washington County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, as Instrument #0024-00000188, and being more particularly described as follows:

A PART OF LOT 1, BENEDETTO SUBDIVISION, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AS INSTRUMENT #0024-00000188, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NW CORNER OF SAID LOT 1; THENCE S86°53'59"E 18.16 FEET; THENCE S03°06'01"W 12.34 FEET TO THE POINT OF BEGINNING; THENCE S86°53'59"E 16.54 FEET; THENCE S03°06'01"W 7.66 FEET; THENCE N86°53'59"W 14.58 FEET; THENCE S02°43'57"W 5.34 FEET; THENCE N86°53'59"W 2.00 FEET; THENCE N03°06'01"E 13.00 FEET TO THE POINT OF BEGINNING, CONTAINING 137 SQUARE FEET MORE OR LESS.

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

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that February 23, 2021, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



