

- **The next City Council Committee Meeting will be held on Monday, August 4th, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, July 22nd, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Mayor Doug Sprouse

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk
3. Recognition of a Quorum.
4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, July 8th, 2025.** Pgs. 78-86

6. Procedural Motions

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

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

7. **City of Springdale 6-Month Briefing.** Presented by Brad Bruns with Lindsey & Associates.

8. **DSA Quarterly Report**. Presented by Paxton Roberts with Downtown Springdale Alliance.
9. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development
 - A. **An Ordinance** amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form-Based Code (FB25-07); revising Section 2.0, the Regulating Plan; declaring an emergency; and for other purposes. **Pgs. 1-4**
 - 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 (R25-34) certain lands located at 2368 E. Robinson Avenue from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. **Pgs. 5-10**
 - 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 (R25-36) certain lands located at 3323 Wagon Wheel Road from an Agricultural District (A-1) to an Institutional District (P-1) within Springdale, Arkansas, and declaring an emergency. **Pgs. 11-15**
 - 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 (R25-37) certain lands located at 3280 N. 56th Street from an Agricultural District (A-1) to a Low/Medium Density Single Family Residential District (SF-2) within Springdale, Arkansas, and declaring an emergency. **Pgs. 16-20**
 - 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 (R25-38) certain lands located east of Johnson Road and south of W. Sunset Avenue from a General Commercial District (C-2) and a Thoroughfare Commercial District (C-5) to a Medium/High Density Multi-Family Residential District (MF-16) within Springdale, Arkansas, and declaring an emergency. **Pgs. 21-26**

F. **A Resolution** approving a waiver (W25-20) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Maven’s Center in connection with N25-14, a non-large-scale development. **Pgs. 27-28**

G. **A Resolution** approving a waiver (W25-21) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as outlined in Ordinance No. 3725 to Vale at Watkins Apartments in connection with L25-15, a large-scale development. **Pgs. 29-30**

H. **A Resolution** approving a waiver (W25-24) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Margarito Barroso in connection with 2353 North Mountain Road, a single-family dwelling. **Pgs. 31-32**

10. Finance Committee by Chairman Jeff Watson – **All Item(s) forwarded from Committee with recommendation for approval.**

A. **A Resolution** authorizing the execution of a Change Order for Acquisition Services for N. 56th Street Extension. Presented by Ben Peters, Engineering Director. **Pgs. 33-37**

11. Police & Fire Committee by Chairman Brian Powell– **All Item(s) forwarded from Committee with recommendation for approval.**

A. **A Resolution** entering into an agreement for hardware and software safety products for the Springdale Police Department. Presented by Derek Wright, Chief of Police. **Pgs. 38-64**

B. **A Resolution** authorizing the purchase of a new Locution Fire Station Alerting System and installation for the Springdale Fire Department, and to waive competitive bidding. Presented by Blake Holte, Fire Chief. **Pgs. 65-75**

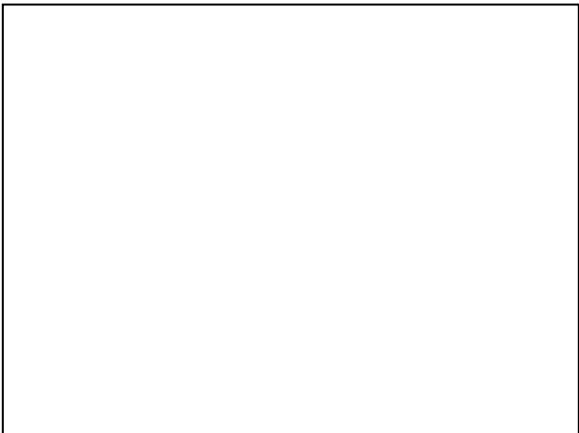
12. **A Resolution** setting a hearing date on a petition to abandon a portion of a utility easement in the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. **Pgs. 76-77**

13. Comments from Council Members.

14. Comments from City Attorney.

15. Comments from Mayor

16. Adjournment.



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM-BASED CODE (FB25-07); REVISING SECTION 2.0 THE REGULATING PLAN, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

WHEREAS, Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, contains the Downtown District Form-Based Code for the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt revisions to the Downtown District Form-Based Code (FB25-07) for the City of Springdale, Arkansas to revise Section 2 The Regulating Plan by removing parcels 815-28510-000,815-28507-000, 815-28506-001, and 815-28505-001 located at South of W. Johnson Avenue, East of Poplar Street, West of Harris Street from Neighborhood Center Type 1 District (NC1) and making said parcels Neighborhood Center Type 2 District (NC2);

WHEREAS, a public hearing was held before the Springdale Planning Commission on July 1, 2025, after notice was given of said hearing as required by law;

WHEREAS, notice of the consideration of this Ordinance was also published pursuant to Ark. Code Ann. § 14-55-207;

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

SECTION 1. There is adopted a revision to the reference a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Springdale, Arkansas, for inspection and view by the public, and being marked and designated as the "Downtown District Form-Based Code", for the City of Springdale, Arkansas said revision to Section 2 The Regulating Plan by removal of parcels 815-28510-000, 815-28507-000, 815-28506-001, and 815-28505-001 located at South of W. Johnson Avenue, East of Poplar Street, West of Harris Street from Neighborhood Center Type 1 District (NC1) and making said parcels Neighborhood Center Type 2 District (NC2);

SECTION 2. All other provisions of Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

SECTION 3. 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.

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 _____, 2025

Doug Sprouse, Mayor

ATTEST:

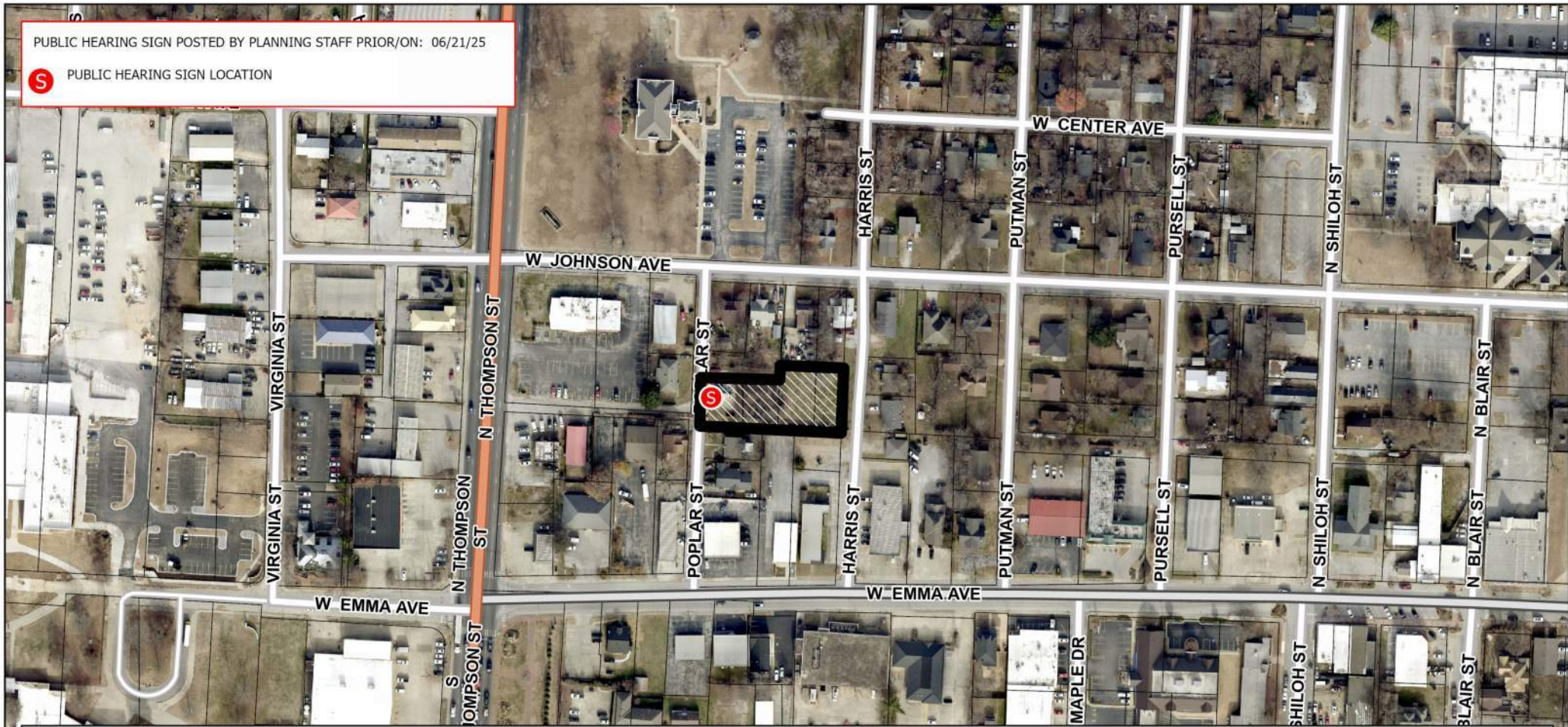
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025



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Feet

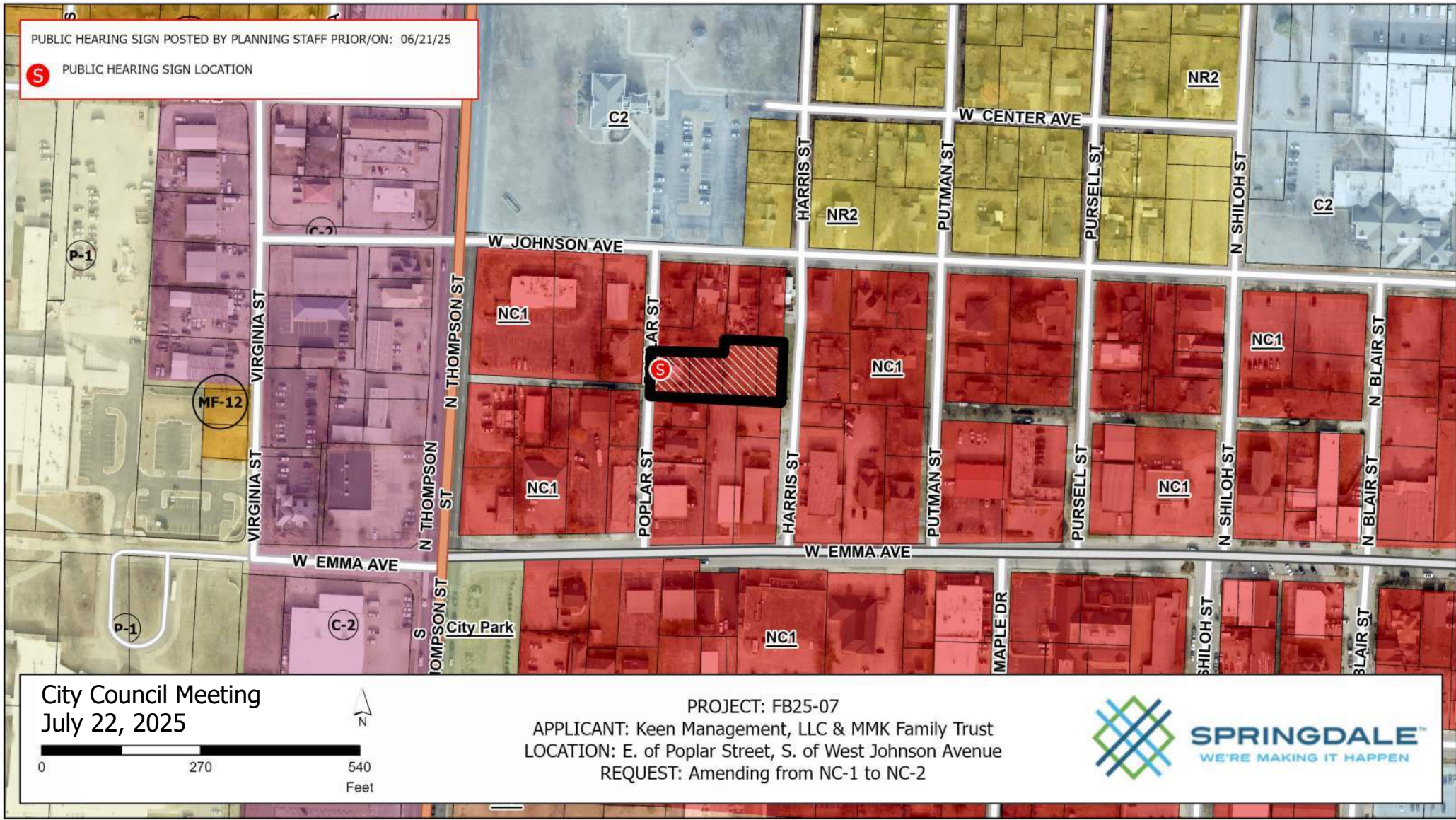
PROJECT: FB25-07

APPLICANT: Keen Management, LLC & MMK Family Trust
LOCATION: E. of Poplar Street, S. of West Johnson Avenue
REQUEST: Amending from NC-1 to NC-2



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION

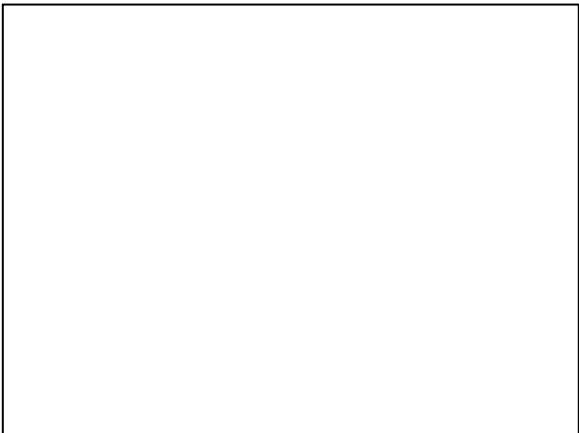


City Council Meeting
July 22, 2025



PROJECT: FB25-07
APPLICANT: Keen Management, LLC & MMK Family Trust
LOCATION: E. of Poplar Street, S. of West Johnson Avenue
REQUEST: Amending from NC-1 to NC-2





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 (R25-34) CERTAIN LANDS LOCATED AT 2368 E. ROBINSON AVENUE FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, 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 July 1, 2025, for hearing the matter of a petition of Wiginton Properties, LLC requesting that the following described tract of real estate be rezoned from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

Layman’s Description: 368 E. Robinson Avenue

Legal Description:

SURVEYED PROPERTY DESCRIPTION – TRACT 1

**PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER. THENCE ALONG THE SOUTH LINE OF SAID FORTY, SOUTH 88 DEGREES 00 MINUTES 27 SECONDS EAST, 634.22 FEET. THENCE LEAVING SAID SOUTH LINE, NORTH 02 DEGREES 39 MINUTES 07 SECONDS EAST, 41.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ROBINSON AVENUE. THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, 262.75 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 02 DEGREES 22 MINUTES 50 SECONDS EAST, 196.76 FEET TO AN EXISTING REBAR. THENCE NORTH 87 DEGREES 41**

MINUTES 31 SECONDS WEST, 17.00 FEET TO AN EXISTING REBAR. THENCE NORTH 02 DEGREES 22 MINUTES 50 SECONDS EAST, 126.55 FEET TO AN EXISTING REBAR ON THE SOUTH LINE OF LOT 21, OAKS ADDITION PHASE VII.

THENCE ALONG THE SOUTH LINE OF LOTS 21 AND 20, OAKS ADDITION PHASE VII, SOUTH 87 DEGREES 29 MINUTES 32 SECONDS EAST, 115.74 FEET TO AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF LOT 20, OAKS ADDITION PHASE VII, LYING ON THE WEST LINE OF LOT 3, OAKS ADDITION PHASE III. THENCE ALONG THE WEST LINE OF LOTS 3, 2, AND 1, OAKS ADDITION PHASE III, SOUTH 02 DEGREES 22 MINUTES 30 SECONDS WEST, 323.49 FEET TO AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 1, OAKS ADDITION PHASE III, LYING ON THE NORTH RIGHT OF WAY LINE OF EAST ROBINSON AVENUE. THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, 98.77 FEET TO THE POINT OF BEGINNING, CONTAINING 0.78 OF AN ACRE AND SUBJECT TO ANY EASEMENTS OF RECORD.

SURVEYED PROPERTY DESCRIPTION – TRACT 2

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER. THENCE ALONG THE SOUTH LINE OF SAID FORTY, SOUTH 88 DEGREES 00 MINUTES 27 SECONDS EAST, 634.22 FEET. THENCE LEAVING SAID SOUTH LINE, NORTH 02 DEGREES 39 MINUTES 07 SECONDS EAST, 41.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ROBINSON AVENUE. THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 87 DEGREES 20 MINUTES 57 SECONDS EAST, 226.75 FEET TO AN EXISTING REBAR AND THE POINT OF BEGINNING. THENCE LEAVING SAID NORTH LINE, NORTH 02 DEGREES 22 MINUTES 50 SECONDS EAST, 196.54 FEET TO AN EXISTING P/K NAIL. THENCE SOUTH 87 DEGREES 41 MINUTES 31 SECONDS EAST, 36.00 FEET TO AN EXISTING REBAR. THENCE SOUTH 02 DEGREES 22 MINUTES 50 SECONDS WEST, 196.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ROBINSON AVENUE.

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 87 DEGREES 20 MINUTES 57 SECONDS WEST, 36.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 OF AN ACRE AND SUBJECT TO ANY EASEMENTS OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-34) from General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

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

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

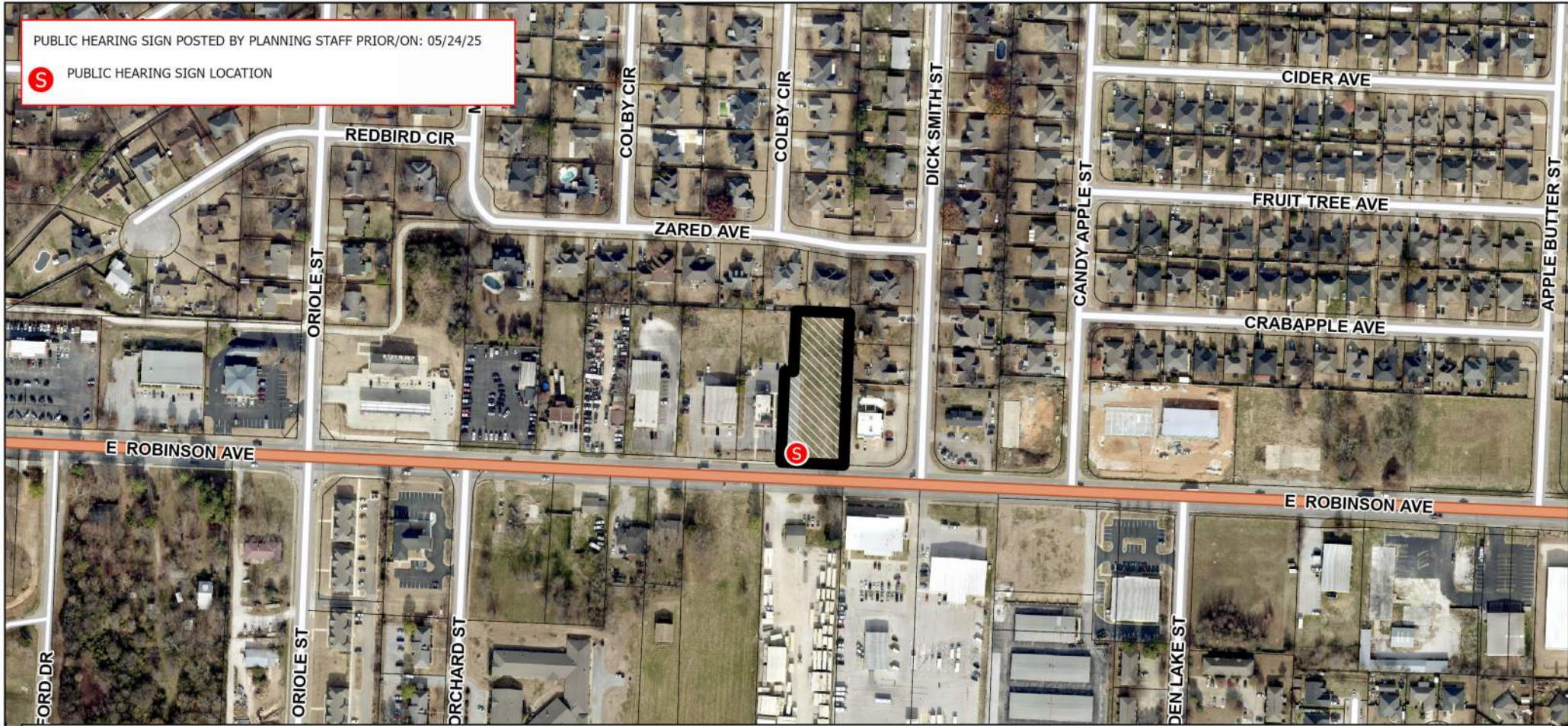
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/24/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025



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Feet

PROJECT: R25-34

APPLICANT: Wiginton Properties, LLC

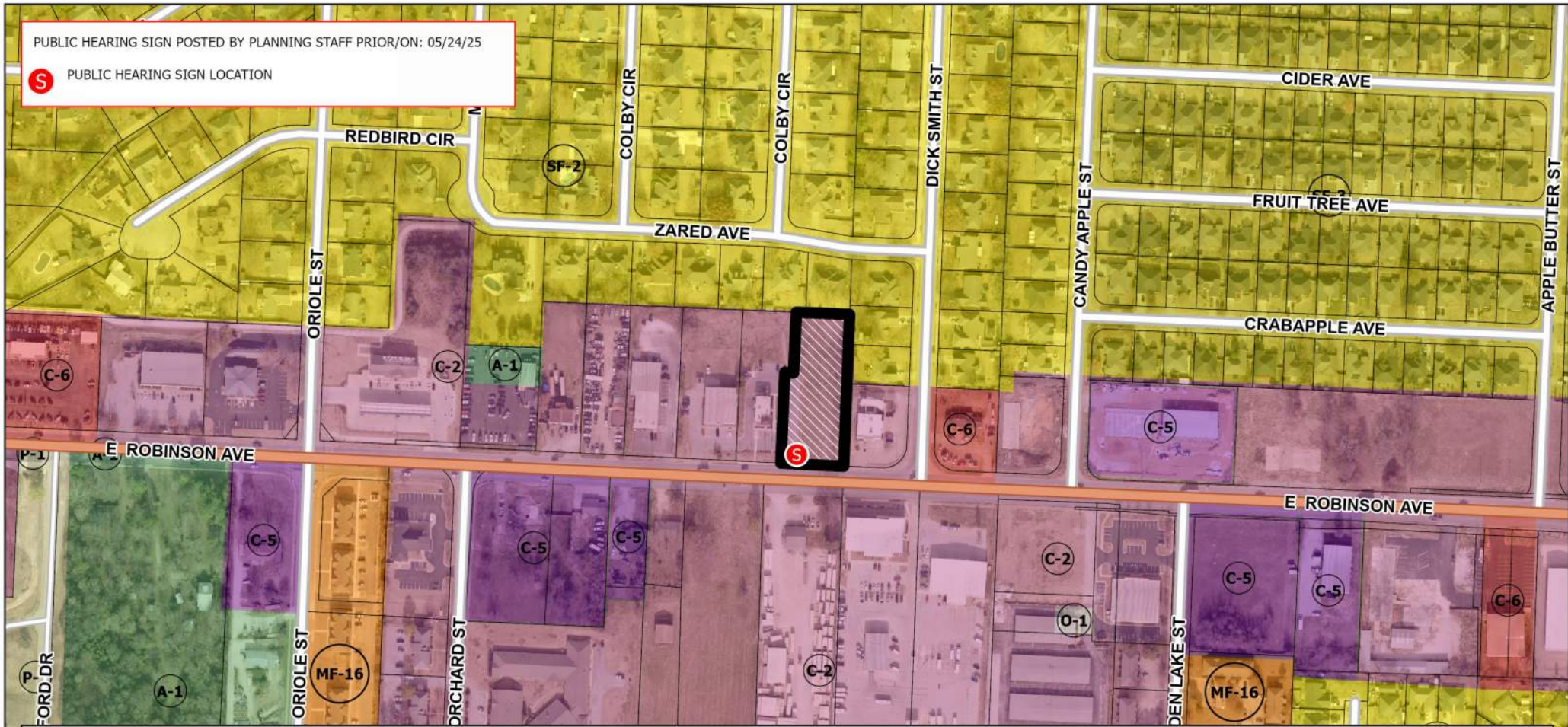
LOCATION: 2368 E. Robinson Avenue

REQUEST: Rezoning from C-2 to C-5



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City Council Meeting
July 22, 2025



PROJECT: R25-34

APPLICANT: Wiginton Properties, LLC

LOCATION: 2368 E. Robinson Avenue

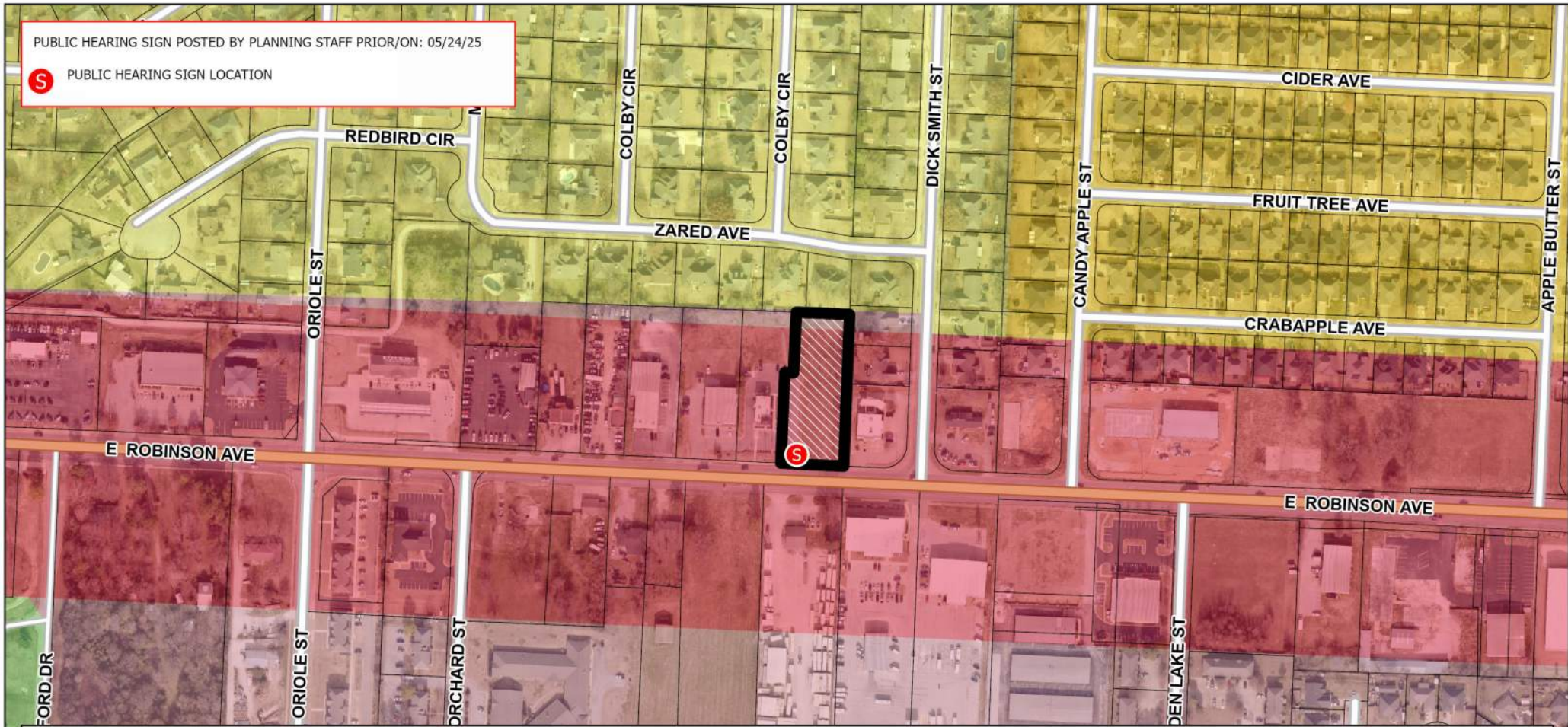
REQUEST: Rezoning from C-2 to C-5



SPRINGDALE™
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/24/25

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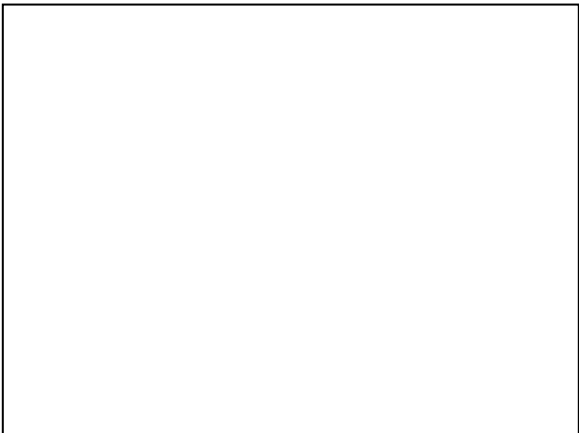
City Council Meeting
July 22, 2025



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Feet

PROJECT: R25-34
APPLICANT: Wiginton Properties, LLC
LOCATION: 2368 E. Robinson Avenue
REQUEST: Rezoning from C-2 to C-5





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 (R25-36) CERTAIN LANDS LOCATED AT 3323 WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO AN INSTITUTIONAL DISTRICT (P-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of July 1, 2025, for hearing the matter of a petition of El Dorado Missionary Baptist Church requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to an Institutional District (P-1).

Layman’s Description: 3323 Wagon Wheel Road

Legal Description:

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, SAID NORTHWEST CORNER ALSO BEING LOCATED ON THE CENTERLINE OF WAGON WHEEL ROAD, THENCE ALONG SAID CENTERLINE S86°57'49"E 261.88 FEET; THENCE DEPARTING FROM SAID CENTERLINE S02°06'18"W 658.34 FEET TO A FOUND 1/2" REBAR; THENCE N86°45'43"W 261.11 FEET TO A FOUND CAPPED 1/2" REBAR STAMPED "1181"; THENCE NO2°02'11"E 657.43 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 172,003 SQUARE FEET OR 3.949 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-36) from an Agricultural District (A-1) to an Institutional District (P-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From an Agricultural District (A-1) to an Institutional District (P-1) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

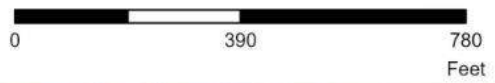
Ernest B. Cate, City Attorney

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City Council Meeting
July 22, 2025

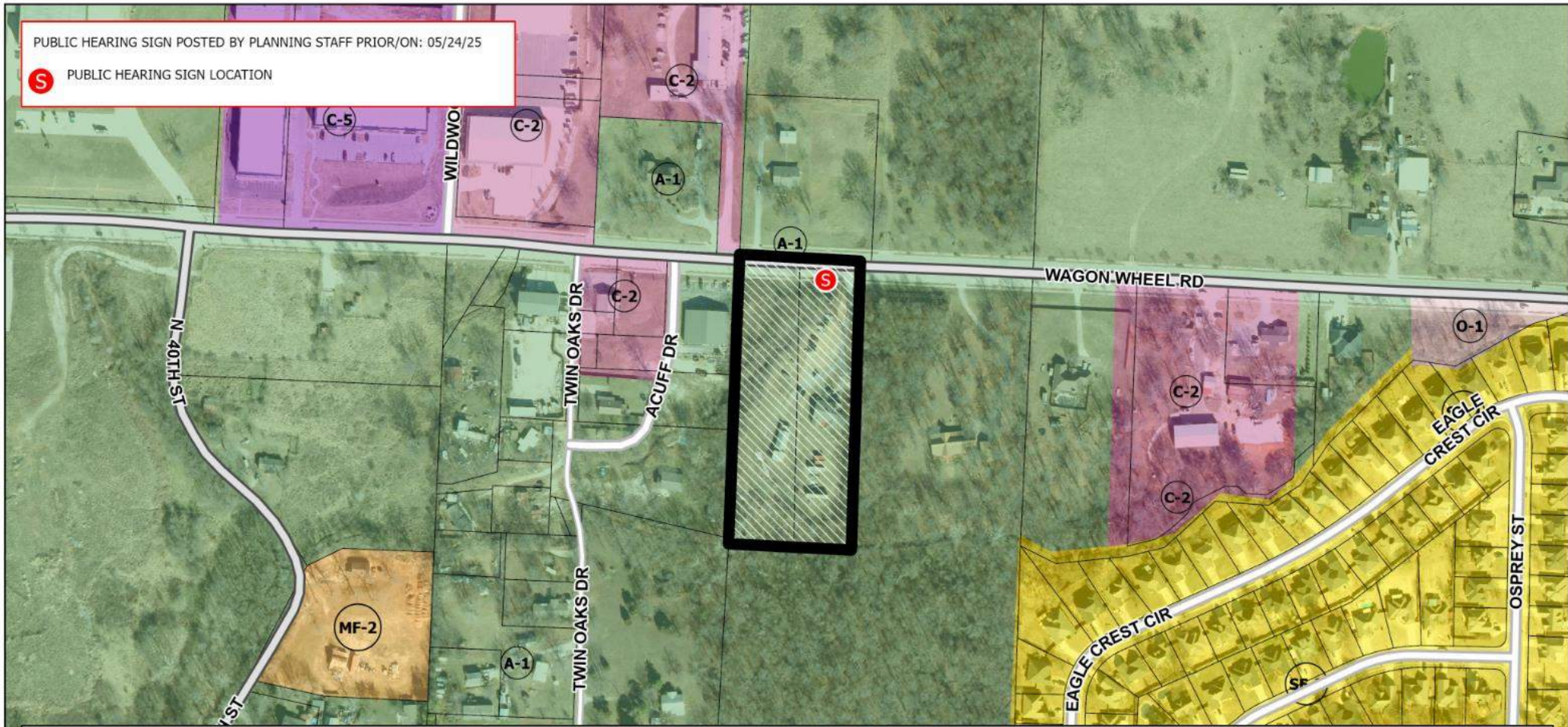


PROJECT: R25-36
APPLICANT: El Dorado Missionary Baptist Church
LOCATION: 3323 W. Wagon Wheel Road
REQUEST: Rezoning from A-1 to P-1

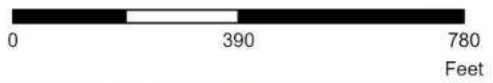


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City Council Meeting
July 22, 2025



PROJECT: R25-36

APPLICANT: El Dorado Missionary Baptist Church

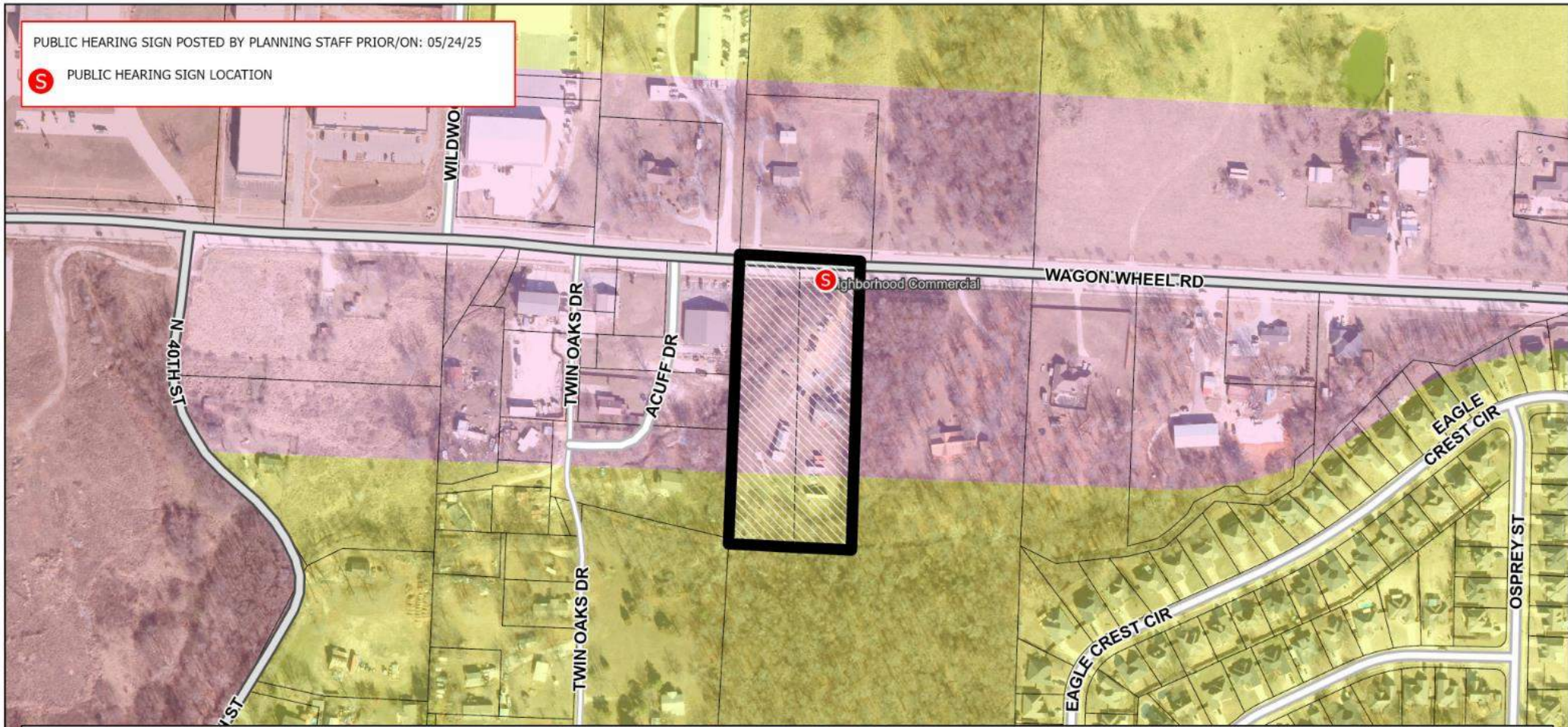
LOCATION: 3323 W. Wagon Wheel Road

REQUEST: Rezoning from A-1 to P-1

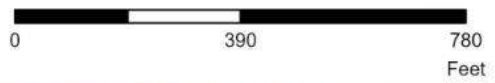


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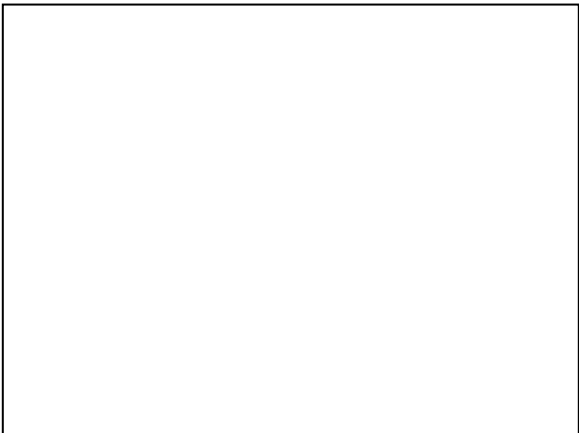
PROJECT: R25-36

APPLICANT: El Dorado Missionary Baptist Church

LOCATION: 3323 W. Wagon Wheel Road

REQUEST: Rezoning from A-1 to P-1





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 (R25-37) CERTAIN LANDS LOCATED AT 3280 N. 56TH STREET FROM AN AGRICULTURAL DISTRICT (A-1) TO A LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of July 1, 2025, for hearing the matter of a petition of Samuel & Lori Brasel requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a Low/Medium Density Single Family Residential District (SF-2).

Layman’s Description: 3280 N. 56th Street

Legal Description:

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4, SAID POINT BEING ON THE CENTERLINE OF NORTH 56TH STREET, THENCE ALONG SAID CENTERLINE, SOUTH 75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89°53'28" WEST 215 FEET; THENCE NORTH 75 FEET; THENCE SOUTH 89°53'38" EAST 215 FEET TO THE POINT OF BEGINNING. SUBJECT TO THAT PORTION THAT LIES IN NORTH 56TH STREET ON THE EAST.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-37) from an Agricultural

District (A-1) to a Low/Medium Density Single Family Residential District (SF-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From an Agricultural District (A-1) to a Low/Medium Density Single Family Residential District (SF-2) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025



0 575 1150
Feet

PROJECT: R25-37
APPLICANT: Samuel & Lori Basel
LOCATION: 3280 N. 56th Street
REQUEST: Rezoning from A-1 to SF-2



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City Council Meeting
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PROJECT: R25-37
APPLICANT: Samuel & Lori Basel
LOCATION: 3280 N. 56th Street
REQUEST: Rezoning from A-1 to SF-2



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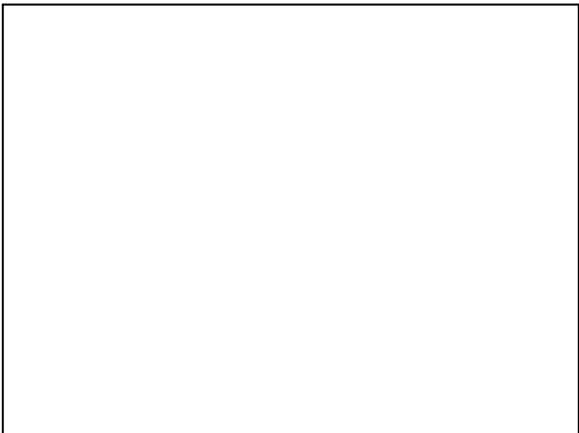


City Council Meeting
July 22, 2025



PROJECT: R25-37
APPLICANT: Samuel & Lori Basel
LOCATION: 3280 N. 56th Street
REQUEST: Rezoning from A-1 to SF-2





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 (R25-38) CERTAIN LANDS LOCATED AT EAST OF JOHNSON ROAD & SOUTH OF W. SUNSET AVENUE FROM A GENERAL COMMERCIAL DISTRICT (C-2) & THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO A MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) WITHIN SPRINGDALE, ARKANSAS, 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 July 1, 2025, for hearing the matter of a petition of Atherton & Murphy Enterprises, LLC requesting that the following described tract of real estate be rezoned from a General Commercial District (C-2) & Thoroughfare Commercial District (C-5) to a Medium/High Density Multi-Family Residential District (MF-16).

Layman’s Description: East of Johnson Road & South of W. Sunset Avenue.

Legal Description:

A PART OF THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY OF JOHNSON ROAD WHICH IS S 02°28’16” W 340.06 FEET AND S 88°03’46” E 39.43 FEET FROM THE NORTHWEST CORNER OF SAID 10 ACRE TRACT AND RUNNING THENCE S 88°03’46” E 302.69 FEET TO AN EXISTING REBAR, THENCE N 02°21’23” E 273.93 FEET TO AN EXISTING CHISELED “X” IN CONCRETE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET FOR A CHORD BEARING AND DISTANCE OF N 43°09’57” W 34.45 FEET TO

THE SOUTH RIGHT OF WAY OF US HIGHWAY 412, THENCE ALONG SAID RIGHT OF WAY S 87°37'34" E 98.75 FEET, THENCE LEAVING SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.08 FEET FOR A CHORD BEARING AND DISTANCE OF S 47°46'27" W 33.89 FEET TO AN EXISTING CHISELED "X" IN CONCRETE, THENCE S 02°21'45" W 273.87 FEET TO AN EXISTING REBAR, THENCE S 88°02'44" E 260.18 FEET TO AN EXISTING REBAR, THENCE S 02°16'57" W 323.50 FEET TO AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID TEN ACRE TRACT, THENCE ALONG THE SOUTH LINE THEREOF N 87°33'07" W 614.92 FEET TO THE EAST RIGHT OF WAY OF JOHNSON ROAD, THENCE LEAVING SAID SOUTH LINE ALONG SAID EAST RIGHT OF WAY OF JOHNSON ROAD N 02°39'01" E 318.10 FEET TO THE POINT OF BEGINNING, CONTAINING 4.87 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST SUNSET AVENUE (US HIGHWAY 412) MASTER STREET PLAN RIGHT OF WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-38) from a General Commercial District (C-2) & Thoroughfare Commercial District (C-5) to a Medium/High Density Multi-Family Residential District (MF-16) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From a General Commercial District (C-2) & Thoroughfare Commercial District (C-5) to a Medium/High Density Multi-Family Residential District (MF-16) zone.

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 _____, 2025.

Doug Sprouse, Mayor

ATTEST:

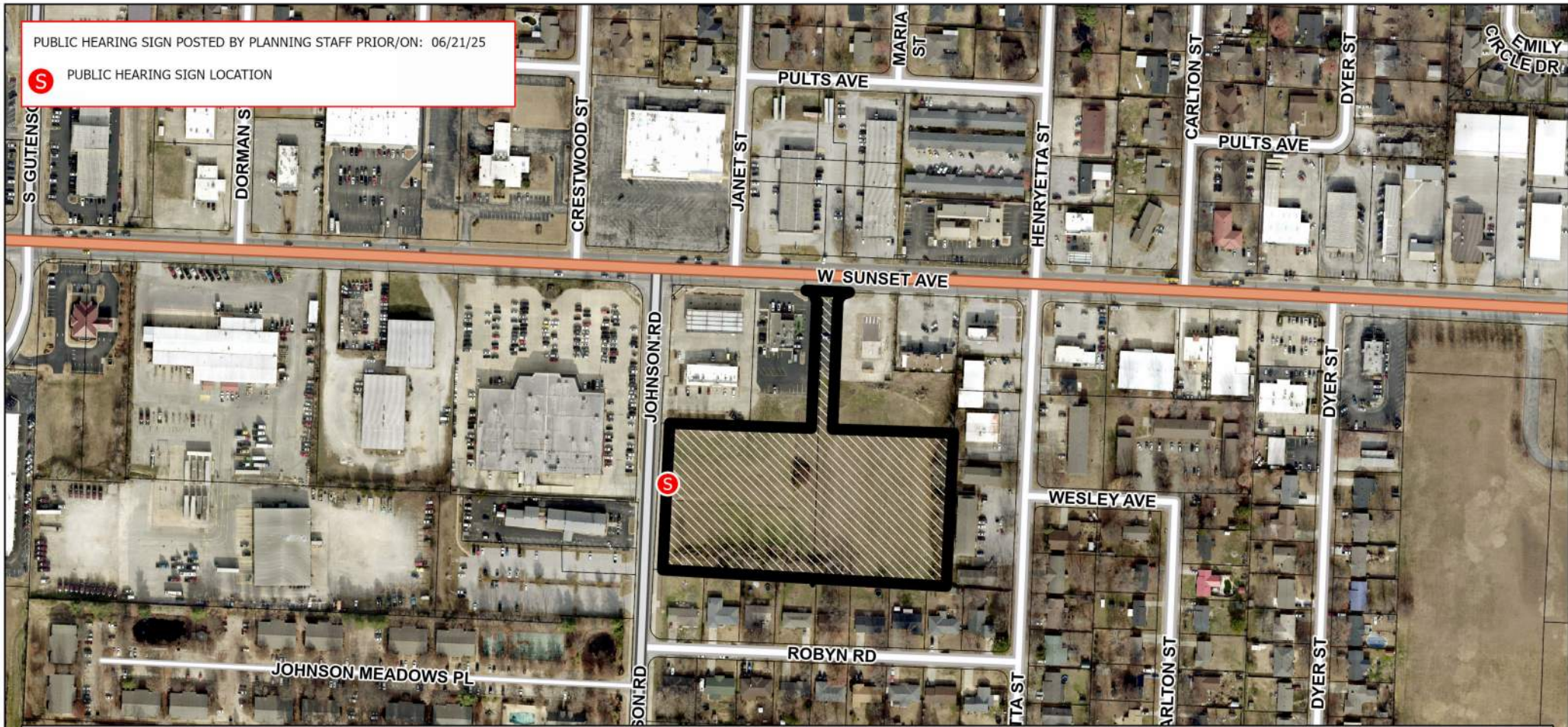
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

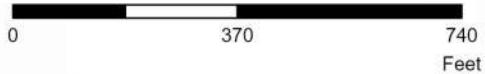
Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025

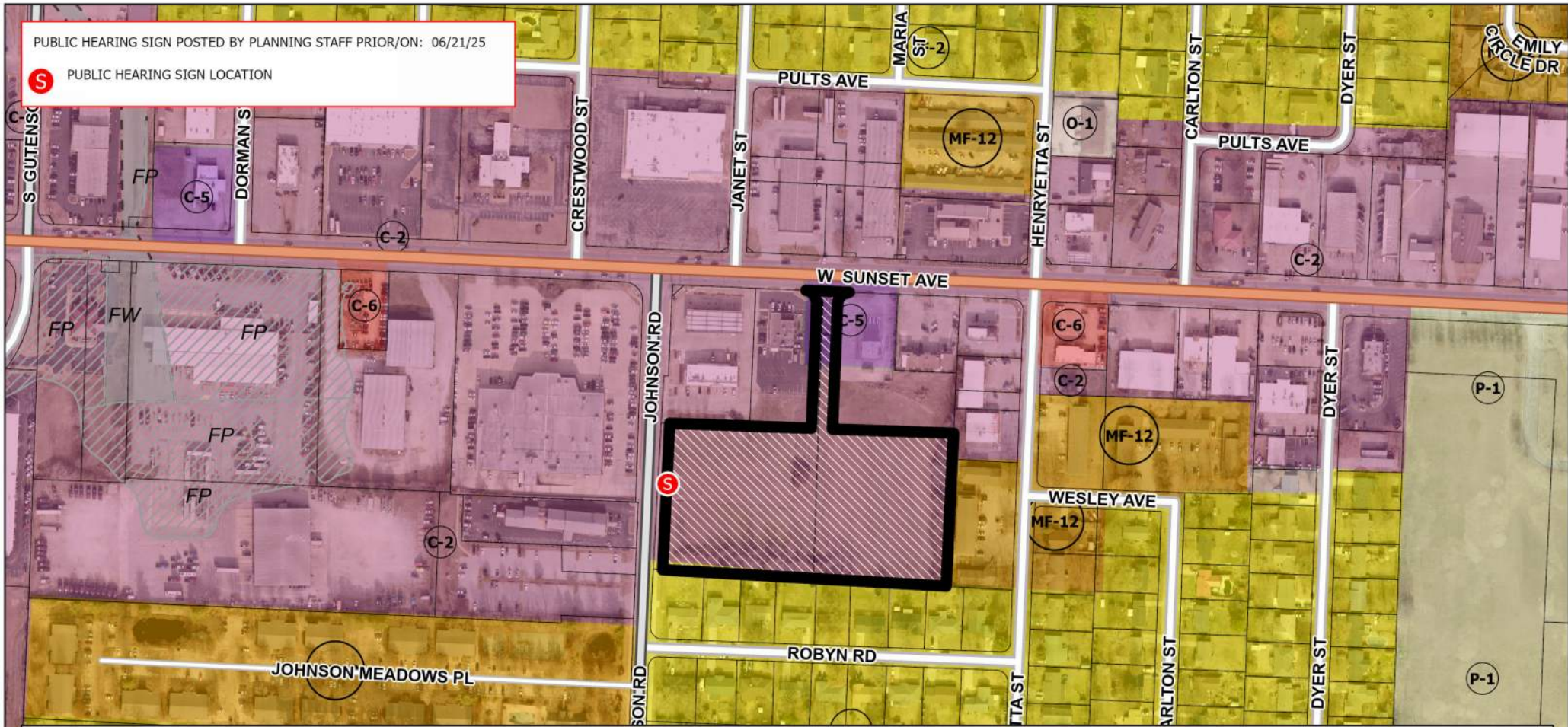


PROJECT: R25-38
APPLICANT: Atherton & Murphy Enterprises, LLC
LOCATION: E. Side of Johnson Road, South of West Sunset Avenue
REQUEST: C-2 & C-5 TO MF-16

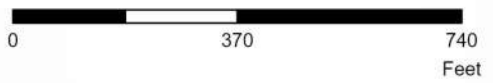


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025

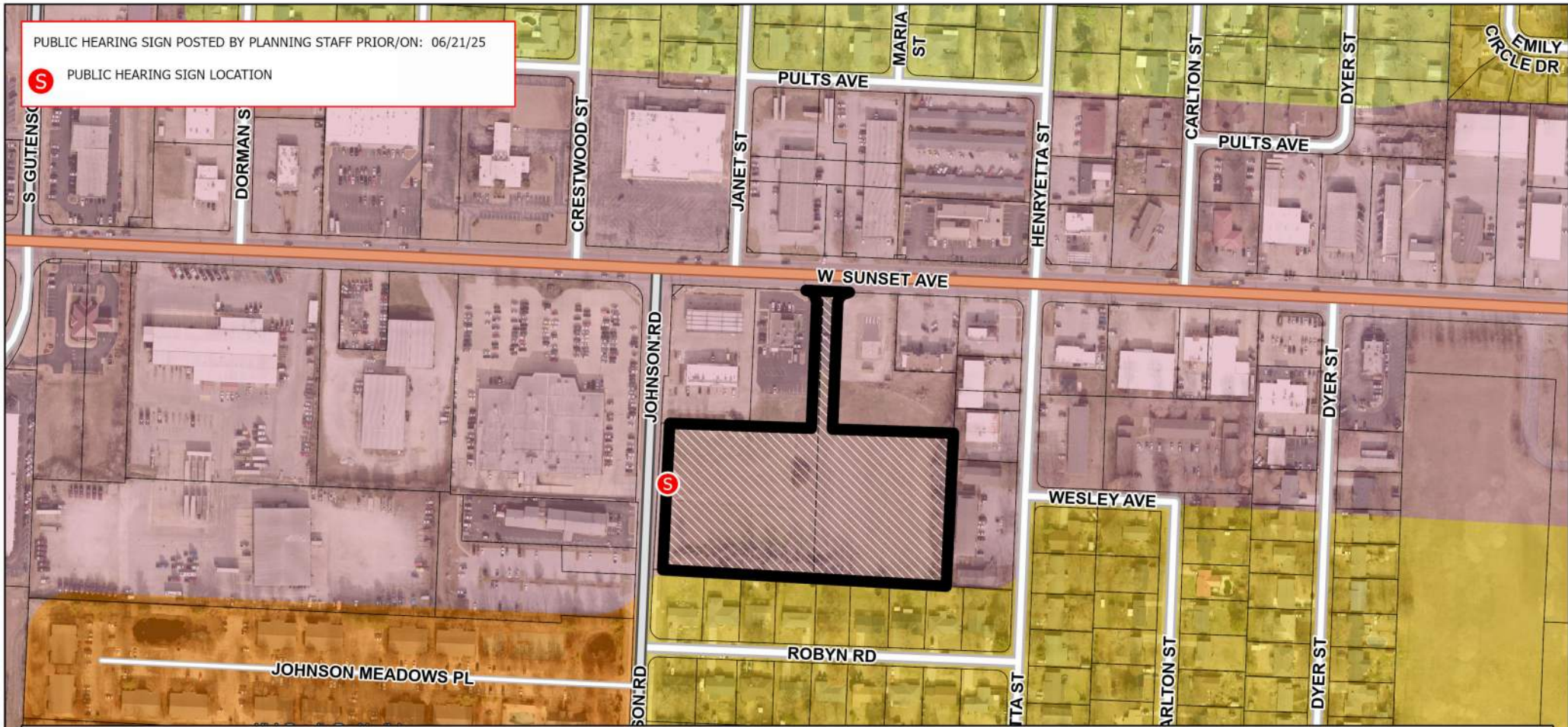


PROJECT: R25-38
APPLICANT: Atherton & Murphy Enterprises, LLC
LOCATION: E. Side of Johnson Road, South of West Sunset Avenue
REQUEST: C-2 & C-5 TO MF-16

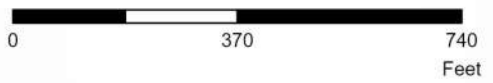


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025



PROJECT: R25-38
APPLICANT: Atherton & Murphy Enterprises, LLC
LOCATION: E. Side of Johnson Road, South of West Sunset Avenue
REQUEST: C-2 & C-5 TO MF-16



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-20) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO MAVEN’S CENTER IN CONNECTION WITH N25-14, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-20) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-20) of street improvements to Elm Springs Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-14, Maven’s Center, a non-large-scale development, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Elm Springs Road, including drainage improvements related thereto, sidewalks in connection with N25-14, Maven’s Center, a non-large-scale development.

Option 2: Denies a waiver of street improvements to Elm Springs Road, including drainage improvements related thereto, sidewalks in connection with N25-14, Maven’s Center, a non-large-scale development.

Option 3: Approves payment in lieu of improvements to Elm Springs Road in connection with N25-14, Maven’s Center, a non-large-scale development with estimated cost to be submitted by the developer’s engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to Elm Springs Road, including drainage improvements related thereto, sidewalks to be built in connection with N25-14, Maven’s Center, a non-large-scale development.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

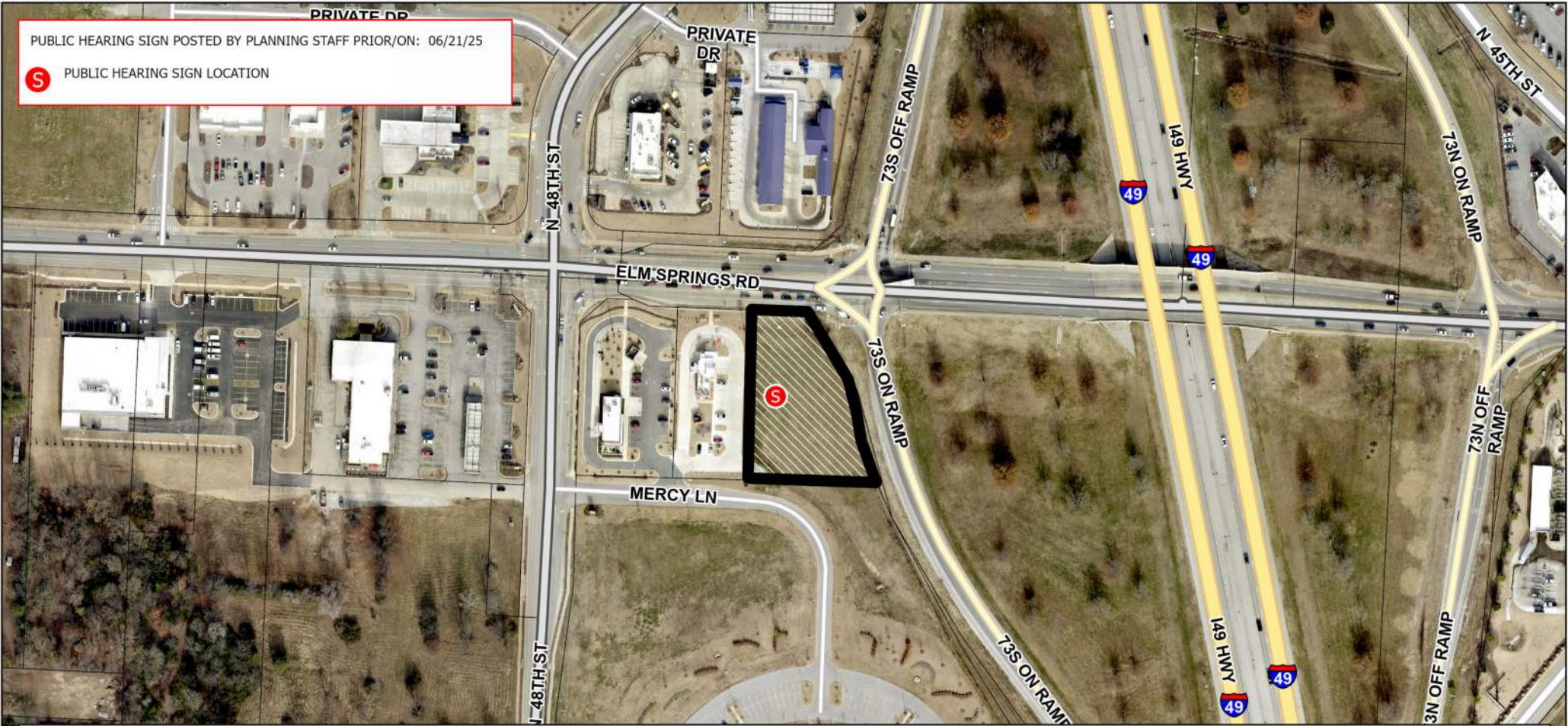
Ernest B. Cate, City Attorney

PRIVATE DR

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025



0 270 540
Feet

PROJECT: W25-20
APPLICANT: Maven's Center
LOCATION: SW Corner of Elm Springs Road, E. of I-49
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-21) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS OUTLINED IN ORDINANCE NO. 3725 TO VALE AT WATKINS APARTMENTS IN CONNECTION WITH L25-15, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-21) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-21) of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-15, a large-scale development for Vale at Watkins Apartments, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-15, a large-scale development for Vale at Watkins Apartments.

Option 2: Denies a waiver of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-15, a large-scale development for Vale at Watkins Apartments.

Option 3: Approves payment in lieu of improvements to Dearing Road in connection with L25-15, a large-scale development for Vale at Watkins Apartments, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with L25-15, a large-scale development for Vale at Watkins Apartments.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

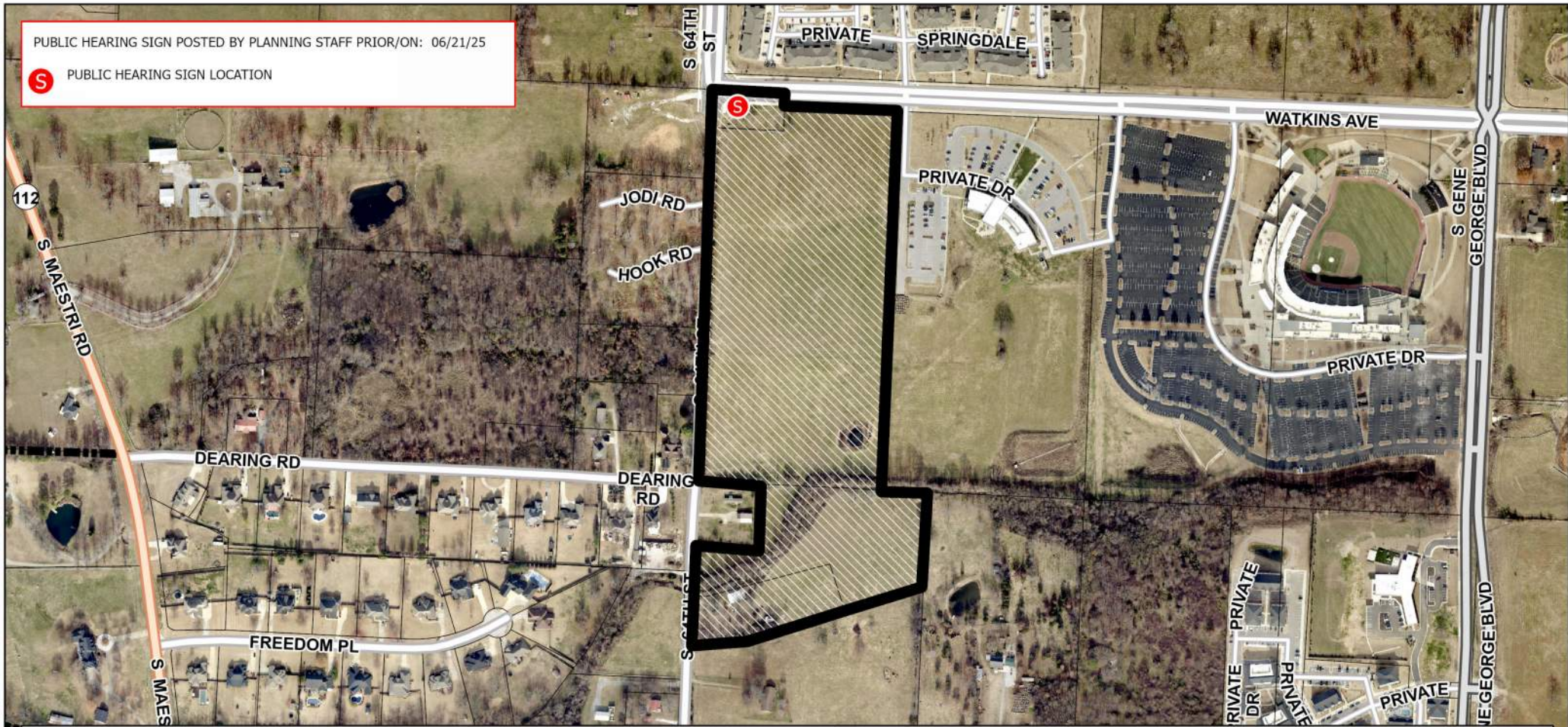
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

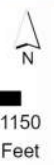
Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
July 22, 2025



PROJECT: W25-21
APPLICANT: Vale at Watkins Apartments
LOCATION: SE Corner of Watkins Ave & S. 64th Street; 3317 S. 64th Street
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-24) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO MARGARITO BARROSO IN CONNECTION WITH 2353 NORTH MOUNTAIN ROAD, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W25-24) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-24) of street improvements to North Mountain Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 2353 North Mountain Road, a single-family dwelling, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to North Mountain Road, including drainage improvements related thereto, sidewalks in connection with 2353 North Mountain Road, a single-family dwelling.

Option 2: Denies a waiver of street improvements to North Mountain Road, including drainage improvements related thereto, sidewalks in connection with 2353 North Mountain Road, a single-family dwelling.

Option 3: Approves payment in lieu of improvements to North Mountain Road in connection with 2353 North Mountain Road, a single-family dwelling with estimated cost to be submitted by the developer’s engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to North Mountain Road, including drainage improvements related thereto, sidewalks to be built in connection with 2353 North Mountain Road, a single-family dwelling.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

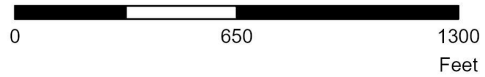
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



City Council Meeting
July 22, 2025



PROJECT: W25-24
APPLICANT: Margarito Barroso
LOCATION: 2353 N. Mountain Road
REQUEST: Waiver of Street Improvements, Sidewalk on N. Mountain



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CHANGE ORDER FOR ACQUISITION
SERVICES FOR N. 56th STREET EXTENSION**

WHEREAS, the City of Springdale is in need of additional acquisition services for the N 56th Street improvements project;

WHEREAS, Contract Land Staff was selected as the most qualified firm for this project;

WHEREAS, the need for additional acquisition services is \$52,259.90.

**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 change order with Contract Land Staff for acquisition services in the amount of \$52,259.90 to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

PASSED AND APPROVED this _____ day of July, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

CHANGE ORDER 2

Date	March 18, 2025
Contractor	Contract Land Staff, LLC
Client	City of Springdale, Arkansas
Project	Gene George North
Project No.	06487.24.06

Description of Change: Design finalization led to added parcels on the project, requiring additional work. See proposal and fee estimate date March 18, 2025 attached below.

Effect of Change: Increases Project Budget/Contract Amount

Net Increase: \$52,259.90

This Change Order is governed by and subject to the terms and conditions of that certain Master Services Agreement dated June 19, 2024, which is incorporated and made a part of this Change Order by reference.

City of Springdale, Arkansas

Contract Land Staff, LLC

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

By: 
92225330595E403...
(Signature) Bell

Name: _____
(Printed Name) Senior Vice President

Title: _____



City of Springdale, Arkansas
Gene George North
Fee Estimate
3/18/2025 supplement #2

Hourly Rates by Category of Personnel

Project Manager	(PM)	\$150.00
Senior Right of Way Agent	(SA)	\$130.00
Right of Way Agent	(RA)	\$115.00
GIS Technician	(GIS)	\$95.00
Right of Way Technician	(RT)	\$90.00
Title Agent	(TA)	\$105.00

CONTRACT LAND STAFF, LLC considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal component of our overhead. These charges are included in the stated hourly rates.

	<u>Hours</u>	<u>Rates</u>	<u>Totals</u>
Project Management			
Contract Administration/Project oversight/attend project meetings, subconsultant coordination (estimate 2 hours per parcel)	126	(PM)	\$18,900.00
Supplement # 1 (add 5 additional tracts)	10	(PM)	\$1,500.00
Supplement #2 (add 10 additional tracts)	20	(PM)	\$2,600.00
			\$23,000.00

Title and Closing Services (CLS)			
Complete title research and prepare Limited Title Certificates	5	(TA)	\$525.00
Update Title and conduct closings	1	(RA)	\$115.00
Review updated title report, releases and approve closings	1	(PM)	\$150.00
Total Per Parcel			\$790.00
Estimated Number of Parcels		59	\$46,610.00
supplement # 1 (add 8 additional tracts)		8	\$6,320.00
supplement 2 (add 10 additional tracts)		10	\$7,900.00
Total for CLS closing services			\$60,830.00

Title Services (Waco Title) - Fee Simple Parcels			
Title Update	\$300.00		
Closing Fee	\$750.00		
Total Per Parcel			\$1,050.00
Estimated Number of Parcels		4	\$4,200.00
supplement # 1 (delete 3 tracts, and add under CLS title services)		-3	-\$3,150.00
Total for WACO title			\$1,050.00
GRAND TOTAL FOR TITLE AND CLOSING SERVICES			\$61,880.00

EASEMENT ACQUISITION PHASE

Negotiation Services			
Set up parcel files, print appraisals, draft offer letters, create offer pkgs	1	(RT)	\$90.00
Set up CLS Link/create acquisition drawings, manage database	2	(GIS)	\$190.00
Negotiate acquisition of parcel (Counteroffers, Payment Packages, Coordinate Closing, Review Docs)	32	(RA)	\$3,680.00
File closeout	1	(RT)	\$90.00
Total Per Parcel			\$4,050.00
Estimated Number of Parcels		63	\$255,150.00
supplement #1 (add 5 additional tracts)		5	\$20,250.00
supplement #2 (add 10 additional tracts)		10	\$40,500.00
Total Estimate for Negotiations			\$315,900.00

Reimbursable Expenses			
Project Mileage	3500	\$0.67	\$2,345.00
Postage/Certified or Priority Mail (increase to \$20 per actuals)	63.00	\$20.00	\$1,260.00
supplement # 1 Postage / Certified Mail (add 5 additional tracts)	5.00	\$20.00	\$100.00
Recording Fees (Simplifile)	68.00	\$105.99	\$7,207.32
supplement #2 Postage / Certified Mail (add 10 additional tracts)	10.00	\$20.00	\$200.00
supplement #2 Recording Fees (add 10 additional tracts)	10.00	\$105.99	\$1,059.90
Total Reimbursable Expenses			\$12,172.22



Relocation Services

Handle Relocation Tasks (estimated 4 relocations)	20	(SA)	\$2,600.00
Total Relocation Services			\$2,600.00

Preliminary Condemnation Support

Draft Condemnation Package	1	(RT)	\$900.00
Estimated Number of Condemnation Files		10	
Total Condemnation Support			\$9,000.00

TOTAL ESTIMATE FOR ALL SERVICE ORIGINAL CONTRACT	\$339,592.50
TOTAL ESTIMATE FOR ALL SERVICES SUPPLEMENT #1	\$372,292.32
TOTAL ESTIMATE FOR ALL SERVICES SUPPLEMENT #2	\$424,552.22

CONTRACT LAND STAFF, LLC may submit monthly invoices for the professional services rendered based on the hourly rate schedule provided above. Substantial changes in the required scope of work may result in the revision of the proposed fees.

New Tracts Supplement #2

R/W	21-00167-591	Rosalie Roberts
R/W	21-00167-593	Melvin & Marvin Sierra
R/W	21-00167-594	Joaquin A. Rodriguez
R/W	21-00167-595	Ariana Marquez
R/W	21-00167-765, 778	Jimmy R. Williams
R/W	21-00167-780	Eric Egberts
R/W	21-00167-782	Carlos Castillo
R/W	21-00167-790	Connie Bowerman
R/W	21-00167-791	Gregory & Kimberly Crow
Waterline	815-30927-001	Dustin Graham and Veronica Graham, husband and wife

RESOLUTION NO. _____

**A RESOLUTION ENTERING INTO AN
AGREEMENT FOR HARDWARE AND
SOFTWARE SAFETY PRODUCTS FOR
THE SPRINGDALE POLICE
DEPARTMENT**

WHEREAS, the Springdale Police Department recognizes the need to update its technology for the safety and well-being of our residents, and

WHEREAS, after a trial period of using safety products from Flock Safety and successfully solving various crimes that would have otherwise been difficult to solve, and

WHEREAS, the 3-year agreement valued at \$699,000 was negotiated to \$532,800, and

WHEREAS, after the 3-year period the city has the option to discontinue or continue the service at a yearly rate, and

WHEREAS, the criminal investigation division is in need of this technology to streamline operations and for efficiency purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an agreement with Flock Safety, in the amount of \$532,800, for hardware and software safety products, including implementation and training.

PASSED AND APPROVED this 22nd day of July, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Flock Safety + AR - Springdale PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Jordan Burt
jordan.burt@flocksafety.com
+15746124046



EXHIBIT A
ORDER FORM

Customer: AR - Springdale PD
 Legal Entity Name: AR - Springdale PD
 Accounts Payable Email:
 Address: 201 Spring St Springdale, Arkansas 72764

Initial Term: 36 Months
 Renewal Term: 36 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$177,600.00
Flock Safety Flock OS			
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	10	Included
Flock Safety Video Products			
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Included	12	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	8	Included
Community Partnership Video Camera	Included	6	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	10	Included
Traffic Analytics Package	Included	1	Included
Flock Nova - Customer Data	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Video Integration Gateway Implementation Fee	\$0.00	12	\$0.00
Professional Services - Flock911 Implementation Fee	\$0.00	1	\$0.00
Professional Services - Standard Implementation Fee	\$0.00	10	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	8	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	6	\$0.00
		Subtotal Year 1:	\$177,600.00
		Annual Recurring Subtotal:	\$177,600.00
		Discounts:	\$166,200.00
		Estimated Tax:	\$0.00
		Contract Total:	\$532,800.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$177,600.00
Annual Recurring after Year 1	\$177,600.00
Contract Total	\$532,800.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$142,200.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$24,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS Premium Solution	FlockOS Premium Solution
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Traffic Analytics Package	
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Video Integration Gateway 2.0 box with 16TB data and 8 channel AI capability, 30 days of storage
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Video Integration Gateway Implementation Fee	
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: AR - Springdale PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “**Customer Obligations**”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Term*”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“*Cure Period*”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW LOCUTION FIRE STATION ALERTING SYSTEM AND INSTALLATION FOR THE SPRINGDALE FIRE DEPARTMENT, AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, the City of Springdale is currently constructing Fire Station 10, a 2023 Bond Project, and

WHEREAS, the Springdale Fire Department is requesting to purchase the Locution PrimeAlert by Locution Systems, LLC, which will ensure reliability and efficiency during times of network interruptions, and installation from Motorola Solutions, Inc., and

WHEREAS, the total for the purchase of the software, related equipment, and installation is \$74,281.50, to be paid for out of Act 833 Funds, a restricted account, and

WHEREAS, the Springdale Fire Department has requested to waive competitive bidding, pursuant to A.C.A. § 14-58-104(b), as this is a sole source for the department.

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

Section 1: The Mayor and City Clerk are authorized to sign the agreement with Locution Systems, LLC and Motorola Solutions, Inc., for the purchase of necessary software, equipment, and installation for Fire Station 10, in an amount of \$74,281.50.

Section 2: Due to the sole nature of this request, competitive bidding is hereby waived pursuant to A.C.A. § 14-58-104(b)

PASSED AND APPROVED this 22nd day of July, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

LOCUTION SYSTEMS, INC.
1626 Cole Blvd, Suite 250
GOLDEN, COLORADO 80401
(303) 301-7300

**AGREEMENT FOR THE SALE OF THE PRIMEALERT® SYSTEM TERMS
AND CONDITIONS
FOR SALE OF PRODUCTS AND LICENSE OF COMPUTER SOFTWARE**

Agreement No: SPRI-20250423

THIS AGREEMENT (the “Agreement”) is made as of _____, 2025 by and between:

Locution Systems, Inc.
1626 Cole Blvd, Suite 250
Golden, CO 80401
(303) 301-7300
(herein “LOCUTION”)

AND

Springdale Fire Department
417 Holcomb Street
Springdale, AR 72765
(479) 751-4510
(herein “Buyer”)

Locution and Customer have agreed to enter into this Agreement providing, among other things, for the sale to Customer of the product, consisting of station computer software, station computer hardware, station audio hardware, station visual hardware, project management, conformance testing, and installation oversight, as set out in Exhibit A – Price List. The product includes a software license to use Locution’s station computer software by the Customer along with Customer ownership of any hardware provided by Locution which may include, but not be limited to station computer hardware, station audio hardware, and station visual hardware, so long as the Customer exchanges for the payment of the price set forth below, all in accordance with this Agreement, including the following exhibits attached hereto which form a part of this Agreement:

- Exhibit A – Price List;
- Exhibit B – Terms and Conditions;
- Exhibit C – Software License;

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

TOTAL PRICE: \$56,502.00

ORIGINAL INSTALLATION SITE: City of Springdale, AR ST# 10

Exhibit A

Locution SYSTEMS INC.

1626 Cole Blvd, Suite 250
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

Customer : Springdale Fire Dept Contact: Jim Vaughn Email: jvaughan@springdalear.gov Phone: 479-751-4510	Quote ID: SPRI-2504-ST10-EZ-V1.2 Document Date: 4/22/2025 Quote Expires: 7/22/2025
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1.0 Notes and Assumptions

Quoted:

V1.2

Extended quote expiration.

V1.1

Added (7) Blind Mount Ceiling Speakers
 Removed (2) Ceiling Strobes
 Extended Expiration Date

V1.0

Locution PrimeAlert IP add-on system (ties into soon to be added Springdale Fire Dept head-end system - the head-end system must be in place for this system to be fully functional). Quoted for:
 1 EZ-Zone Station (St 10)

Customer must ensure that good network connectivity exists between the central server and all station PCs, in order for the system to be fully functional.

It is the Customer's responsibility to ensure 120V power exists within 6' of all Locution provided station enclosure(s), amplifier(s), and monitors/zone tracker(s).

Does not include installation.

Part Num	Description	Qty	Unit Cost	Total
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2.0 Station Software and Hardware

2.1 Software (Standardized)

SSL-STA	PrimeAlert Remote Client. Provides full functionality station audio dispatching	1	2,895	2,895
SSL-VSB-ST	PrimeAlert Remote Client add-on module for relay switching and advanced zoned audio/lighting (up to 10 devices)	2	2,195	4,390
SSL-VSC-01	PrimeAlert Remote Client add-on module for 1 Zone Tracker (for zoned systems)	1	1,125	1,125

2.2 Software (Custom/Interfaces)

none defined

2.3 Hardware - Basic

LCPN33-EZ	Control Panel, EZ-Zone: includes system power, 12 relays, 12 optically isolated inputs, wire management, 120V surge-protection and isolation, with locked front panel door access.	1	6,695	6,695
MPCA	Station PC Assembly	1	1,695	1,695
LIAS30	Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp	1	795	795
RHL-RIA30	Radio Interface Unit - Active	1	949	949
TWIR-LL	Wire required per long line lead NVI (if applicable)	1	125	125
TWIR-AV	Wire required per audio/visual/switch station requirements (if applicable)	1	2,303	2,303
LSWI-DB	Door Bell	2	141	282
LSWI-EM	Emergency Button	1	139	139
(Subtotal \$12,983)				

2.4 Hardware - Audio				
MAMP-A24	Amplifier - Single 240W	1	2,459	2,459
MAMP-A03	Amplifier - Single 35W	1	499	499
TSPK-CL	Speaker - Ceiling	10	99	990
TSPK-CL-BM	Speaker - Ceiling - Blind Mount	7	149	1,043
TSPK-WB	Speaker - Wall Baffle	18	189	3,402
TSPK-HR	Speaker - Horn	1	249	249
TSPK-TL-DR	Speaker - Ceiling Tile Device Ready	8	210	1,680
TAVC	Volume Control	12	79	948
TAVC-100W	Volume Control, 100W	2	79	158
(Subtotal \$11,428)				

2.5 Hardware - Visual				
MZTS	Station Zone Tracker (Touch Panel)**	1	2,295	2,295
LNVI-EZ-H	Night Vision Illuminator LED - Wall Mount - EZ- Zone - Horizontal*	8	775	6,200
XMDRT-3-MS	3 Digit Response Timer - Master*	1	1,279	1,279
XMDRT-3-SV	3 Digit Response Timer - Expander*	1	1,279	1,279
TMUI-FM3	Multi-unit Indicator Light - Flush Mount - LED 3 position*	3	495	1,485
TSTB-IN-C	Strobe Light - Indoor Ceiling Mount	7	99	693

* requires SSL-VSB software module (see component allowances under SSL-VSB descrip).

** requires SSL-VSC software module (see component allowances under SSL-VSC descrip).

(Subtotal \$13,231)

Subtotal (Station) \$46,052

3.0 Integration (none defined or not applicable to this Quote/Price List)

4.0 Services

Project Management

PMENG-OV	Project & Engineering Oversight	1	4,400	4,400
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Install Oversight / Conformance

INST-OV	Installation Oversight (Installer Assistance)	1	3,300	3,300
CONF01	Conformance (Zoned Systems)	1	2,750	2,750

Installation

INSTF-BS	Installation - Base System - Any visual or audio component installation is listed as a separate line item.	0	not bid	not bid
INSTF-AV	Installation - Audio/Visual Components	0	not bid	not bid

Subtotal (Services) \$10,450

5.0 Totals (Categorized by Software, Hardware, Services)

Software	\$8,410
Hardware	\$37,642
Services (excluding any defined installation)	\$10,450
SubTotal (w/o install, maint, options)	\$56,502
Installation	not bid
Subtotal	\$56,502
Tax	Assumed no tax
Total (US Dollars)	\$56,502

6.0 Support Maintenance Costs

Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period has ended. Does not include Server Hardware in Support Maintenance Costs.		
MAINT01	Includes annual maintenance for:	
	PrimeAlert Station Software Client	347
	PrimeAlert Station Software Client Add-ons (for Visual Devices)	662
	Locution Station Control Panel(s)	670
	Intelligent Audio Switch(es)	95
	Radio Interface Unit(s)	114
	Switches (Ack, DayNt, Doorbell, Emergency)	51
	Amplifier(s)	355
	Speaker(s) / Volume Control(s)	1,016
	Response Timer(s)	307
	Multi-Unit Indicator(s)	178
	LED Lighting and Controller(s) (ramped)	744
	Strobe(s)	83
	Subtotal (Annual Maintenance)	\$4,622

Exhibit B

Software License Agreement for Springdale, Arkansas

1. Recitals. The “Contract Documents” consist of the Agreement for the Sales of the PrimeAlert® System, Price List for the City of Springdale, AR (Exhibit A), this Software License (Exhibit B), and Terms and Conditions (Exhibit C. The “Proposal” consists of these Contract Documents.

2. Ownership Rights. City of Springdale, AR (the “Customer”) understands that the Contract Documents do not affect any transfer of title or any other rights (except as granted herein) in any computer software (the “Software”) produced, developed or delivered to the Customer by Locution Systems, Inc. (“Locution”). Further, all proprietary rights, including copyright, in and to all manuals, reports, training programs and other written materials produced by Locution and delivered to the Customer (the “Written Materials”) remains in Locution.

3. Software License. Locution grants to the Customer a non-exclusive, royalty free perpetual license to use the Software for its intended purpose as described in the Contract Documents and especially in the Proposal.

3.1. Software Protection. The Customer will reasonably protect the Software as Locution’s proprietary property, and the Customer may neither publish, disclose, nor distribute the Software or any part thereof except as necessary to implement the purpose of the Contract Documents. The Customer may not attempt to create the Software by reverse engineering, reverse assembly or otherwise.

3.2. Source Code. The Contract Documents do not include Software source code, which remains the sole property of Locution.

3.3. Copies of Software. Locution understands that the Customer intends to install the PrimeAlert Software in one location at the Communications Center. In addition, the Customer may make a reasonable and limited number of copies of the Software and Written Materials for the Customer’s internal needs and uses, including archive and backup purposes. All such copies, in whole or in part, shall remain the property of Locution and shall at all times be subject to the restrictions set forth herein. Whenever a location whereat the Software is installed is closed or deactivated, the Software and all Written Materials shall be removed from that location.

4. Rights Granted to the Customer in the Written Materials. Locution, for so long as the Customer uses the Locution PrimeAlert System, hereby licenses and grants permission to the Customer to use, copy and disclose the Written Materials for any necessary governmental purposes connected with the Proposal, including training and education of employees who will use the PrimeAlert system. Such use is granted so that the Customer may understand and use the Written Materials and the Software for its intended purpose. Such Written Materials and any copies, in whole or in part, shall bear Locution’s copyright notice or other proprietary notice.

5. Ownership – Authority. Locution represents and warrants to the Customer that Locution has full power and authority to grant the rights set forth in this Exhibit to the Customer with respect to the Software and Written Materials.

6. Right of Locution to Terminate for Cause. Locution may terminate its Software License for cause by giving written notice to the Customer, which notice shall specify the cause. If the Customer, within 45 days following the receipt of notice, cures the problem giving rise to the cause, this License shall continue unabated. If, however, the problem is not so cured, then this License shall terminate on the 46th day following the effective date of such notice. Customer may choose to terminate the Software License for cause giving written notice to Locution, which notice shall specify the cause.

7. Notice. All notices given under or with respect to this Exhibit shall be in writing. Notice shall be deemed given, effective and received when personally delivered or served, or three business days after posting when sent by certified mail, return receipt requested, with a copy by first class mail, postage prepaid, addressed to the party's authorized representative as set forth herein or at such other address as a party may from time to time designate by Notice. Notice may also be given and shall be considered delivered and effective the following business day when sent by telex, facsimile or telegram. Either party, by notice may change any name or address for future notice. "Business day" shall mean Monday through Friday, excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas.

8. Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

EXHIBIT C

TERMS AND CONDITIONS

All products sold by Locution Systems, Inc. ("LOCUTION") and all software licensed by LOCUTION are sold and licensed subject to the following TERMS AND CONDITIONS.

1. Payment Terms. Customer will pay LOCUTION within 30 days following delivery of product which includes hardware, software, and services unless payment terms are otherwise specified in a project milestone. Interest on past due amounts shall accrue at the rate of 18 percent per annum until paid.

2. Risk of Loss. The Products shall be FOB Denver, Colorado and LOCUTION will assume the risk of loss until they are delivered to Customer.

3. Software License. LOCUTION grants to Customer a non-exclusive license and right to use the computer software for so long as Customer owns and uses the product. Customer will not further distribute the software without the prior consent of LOCUTION. Customer will not attempt to create the software by reverse engineering, reverse assembly or otherwise. The software included within the product is licensed for use only at the one site where the product is used and no others. Title to the software and all applicable rights, including copyright, shall remain in LOCUTION.

4. Limited Warranty. LOCUTION warrants title to the product and software. LOCUTION further warrants that the product and software will operate in material conformance with the product's published technical specifications at the time of shipment to Customer.

4.1 Defects. The products and software are warranted against defects in materials and workmanship for a period of one year from the date of LOCUTION's final acceptance or productive use invoice. Locution sends either a final acceptance or a productive use invoice for its multi-milestone projects.

4.2 Repair or Replacement. Products which prove to be defective during the warranty period will be repaired or replaced, at the option of LOCUTION, provided, however, that the failure is not due to abuse or misuse of the product. Products under warranty must be delivered to LOCUTION at Customer's expense for repair or replacement. The products will be returned to Customer at LOCUTION's expense.

4.3 Service Hours. Telephone support is available 24/7 365 days a year. Customer should call Locution's toll free number. Note that in certain situations, the Customer's main support individual's phone number MAY be set up to take after hour calls directly. In this situation, the Customer may directly call this number to obtain a more direct response.

5. Disclaimer of Additional Warranties. Except as set forth in paragraph 4 or as required by applicable law, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE SPECIFICALLY DISCLAIMED. LOCUTION DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN MODIFIED BY ANY PARTY OTHER THAN LOCUTION.

6. Limitation of Liability. To the extent permitted by law, Customer agrees that regardless of the form of claim, whether contract, tort, or other, LOCUTION shall not be liable for any loss or expense of Customer arising from claims made against Customer by any third party, nor for any claim by a third party against LOCUTION which arises from the product or software.

6.1 Force Majeure. LOCUTION shall have no

liability to Customer or any third party for failure to perform under this Agreement because of acts or events reasonably beyond LOCUTION's control.

6.2 Damages Limited. Unless prohibited by applicable law, LOCUTION's liability for damages to Customer or to any third party, regardless of the form of action, shall not exceed the total amount paid to LOCUTION by Customer.

6.3 Legal Assistance. If either party must resort to legal assistance to enforce any of these Terms and Conditions all reasonable expenses of the prevailing party, including attorney's fees, shall be recoverable as costs.

6.4 Time Limits. No legal action, regardless of the form, relating in any manner to the product, may be brought by either party more than one year after the event giving rise to the cause of action has occurred.

6.5 Excluded Damages. LOCUTION shall not be liable for consequential, incidental, or special damages arising from or related to the product even if LOCUTION has been advised of the possibility of such damages.

7. Mediation. Any and all claims, disputes or controversies arising under, out of or in connection with the product or software, which have not been resolved within 90 days by good faith negotiations between the parties, shall be submitted at the request of either party to nonbinding mediation unless the parties mutually agree otherwise. Mediation shall be conducted in Springdale, Arkansas, by a mediator agreed upon by the parties; provided that if the parties cannot agree on a mediator, a mediator shall be selected in accordance with the Commercial Mediation Procedures of the American Arbitration Association... The fees and expenses of the mediator and any mediation service shall be shared equally by the parties unless otherwise determined in the course of the mediation. In the event mediation is unsuccessful in resolving a dispute, or the parties have mutually agreed to forego mediation, either party may initiate a formal proceeding to exercise such rights or remedies as such party may have with respect to such dispute in accordance with applicable law.

8. GENERAL

8.1 Good Faith. Each of the parties hereto agrees that it shall act in good faith with regard to their respective obligations hereunder.

8.2 Applicable Law. These Terms and Conditions shall be construed as a domestic contract to be performed in and in accordance with the laws of Arkansas. In the event the dispute resolution procedures set forth above are unsuccessful, or the parties have mutually agreed to forego such procedures, venue for any litigation resulting from the dispute shall lie with the courts of Arkansas.

8.3 Conflicting Terms. These Terms and Conditions may be modified only by a writing signed by LOCUTION and Customer. If there is a conflict between the terms set forth herein and any purchase order or other document issued by Customer, the terms hereof shall govern and prevail.

Revised

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LOCUTION SYSTEMS, INC.

Springdale Fire Department

By: _____

By: _____

Name: Glenn Neal
Title: President, Locution Systems, Inc.

Name: Blake Holte
Title: Fire Chief, Springdale, AR

By: _____

Name: Jim Vaughan
Title: Assistant Fire Chief, Springdale, AR

By: _____

Name: Michael Bronner
Title: Assistant Fire Chief, Springdale, AR



Objective:

AVC to install all new low voltage fire alerting equipment into a new fire station 10. Locution will provide all audio/visual/switch wire required and hardware for the project. AVC will work with the provided project electrician on equipment to be connected with the Locution base.

Station 10 Locution Install

NOTE: Changes to the above objectives will be billed as Time and Material.

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, Jason Kaundart and Stacey Kaundart have petitioned for the abandonment of a portion of a utility easement on Parcel No. 815-38077-000, said easement having been filed for record in Plat Book 23 at Page 251 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and the portion of said easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

PARTIAL UTILITY EASEMENT VACATION DESCRIPTION:

EASEMENT REDUCTION AREA: BEING A PORTION LOT 43 OF TUSCANY SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR WITH ILLEGIBLE CAP, MARKING THE NORTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE WEST LINE OF SAID LOT 43, S03°08'39"W 106.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, S86°50'53"E 89.88 FEET TO THE EAST LINE OF SAID LOT 43; THENCE ALONG SAID EAST LINE, S03°10'41"W 20.00 FEET; THENCE LEAVING SAID EAST LINE, N86°50'53"W 89.86 FEET TO THE WEST LINE OF SAID LOT 43; THENCE ALONG SAID WEST LINE, N03°08'39"E 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.041 ACRES MORE OR LESS

And as shown on the attached Exhibit "A".

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that August 12, 2025, 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 22nd day of July, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

EASEMENT REDUCTION PLAT

LOCATED IN: SECTION 31, TOWNSHIP 18 NORTH, RANGE 30 WEST

8093 LA SCALA AVENUE, WASHINGTON COUNTY, SPRINGDALE, ARKANSAS 72762

RECORD DESCRIPTION

DEED 2018-5392
LOT 43, OF TUSCANY SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS PER THE PLAT OF SUBDIVISION IN THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

SURVEY DESCRIPTION

EASEMENT REDUCTION AREA:
BEING A PORTION LOT 43, OF TUSCANY SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR WITH ILLEGIBLE CAP, MARKING THE NORTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE WEST LINE OF SAID LOT 43, S03°08'39"W 106.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, S86°50'53"E 89.88 FEET TO THE EAST LINE OF SAID LOT 43; THENCE ALONG SAID EAST LINE, S03°10'41"W 20.00 FEET; THENCE LEAVING SAID EAST LINE, N86°50'53"W 89.86 FEET TO THE WEST LINE OF SAID LOT 43; THENCE ALONG SAID WEST LINE, N03°08'39"E 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.041 ACRES MORE OR LESS.

SIGNATURE BLOCKS

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:
WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF SPRINGDALE, ARKANSAS.

DATE _____	ELECTRIC _____
DATE _____	GAS SERVICE _____
DATE _____	TELEPHONE _____
DATE _____	CABLE TELEVISION _____
DATE _____	CITY OF SPRINGDALE _____

PLANNING BOARD APPROVAL:
THIS PLAT WAS APPROVED BY THE WASHINGTON COUNTY PLANNING BOARD AT A MEETING ON (DATE): _____

PLANNING DIRECTOR: _____ DATE: _____

CITY OF SPRINGDALE
APPROVAL FOR RECORDING _____

DIRECTOR, PLANNING AND COMMUNITY
DEVELOPMENT DIVISION

CERTIFICATE OF SURVEYING ACCURACY

I, WILLIAM GAGNER, HEREBY CERTIFY THAT THIS PLAT REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE, AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
STATE OF ARKANSAS REGISTRATION NO. 1659

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW.

DATE _____ OWNER _____

DATE _____ OWNER _____

STATE OF ARKANSAS
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC _____

MY COMMISSION
EXPIRES: _____

LEGEND & SYMBOLS

- ⊕ FOUND MONUMENT (AS NOTED)
- ⊕ COMPUTED POINT
- ⊕ ELECTRIC METER
- ⊕ STORM MANHOLE
- ⊕ WATER METER
- ⊕ IRRIGATION CONTROL VALVE
- ⊕ WATER VALVE
- ⊕ GAS METER
- ⊕ AIR CONDITIONER
- ⊕ MAIL BOX
- ⊕ BASKETBALL GOAL POST
- ⊕ FIBER OPTIC RISER
- ⊕ ELECTRIC RISER
- OVH OVERHANG
- CON CONCRETE
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- BOUNDARY LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE (R/W)
- - - CENTERLINE (C/L)
- x - x - x FENCE LINE
- ▨ EASEMENT REDUCTION AREA

ZONING INFORMATION

CURRENT ZONING: "SF-2" LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT

SETBACK REQUIREMENTS:
FRONT - 30'
SIDE - 8'
REAR - 20'

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-18N-30W-0-31-320-72-1659

COMPLETED FIELD WORK:
JUNE 23, 2025

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED AS FILE NO. 2018-00005392.
2. SURVEY PLAT FILED AS FILE NO. 0023-00000251.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

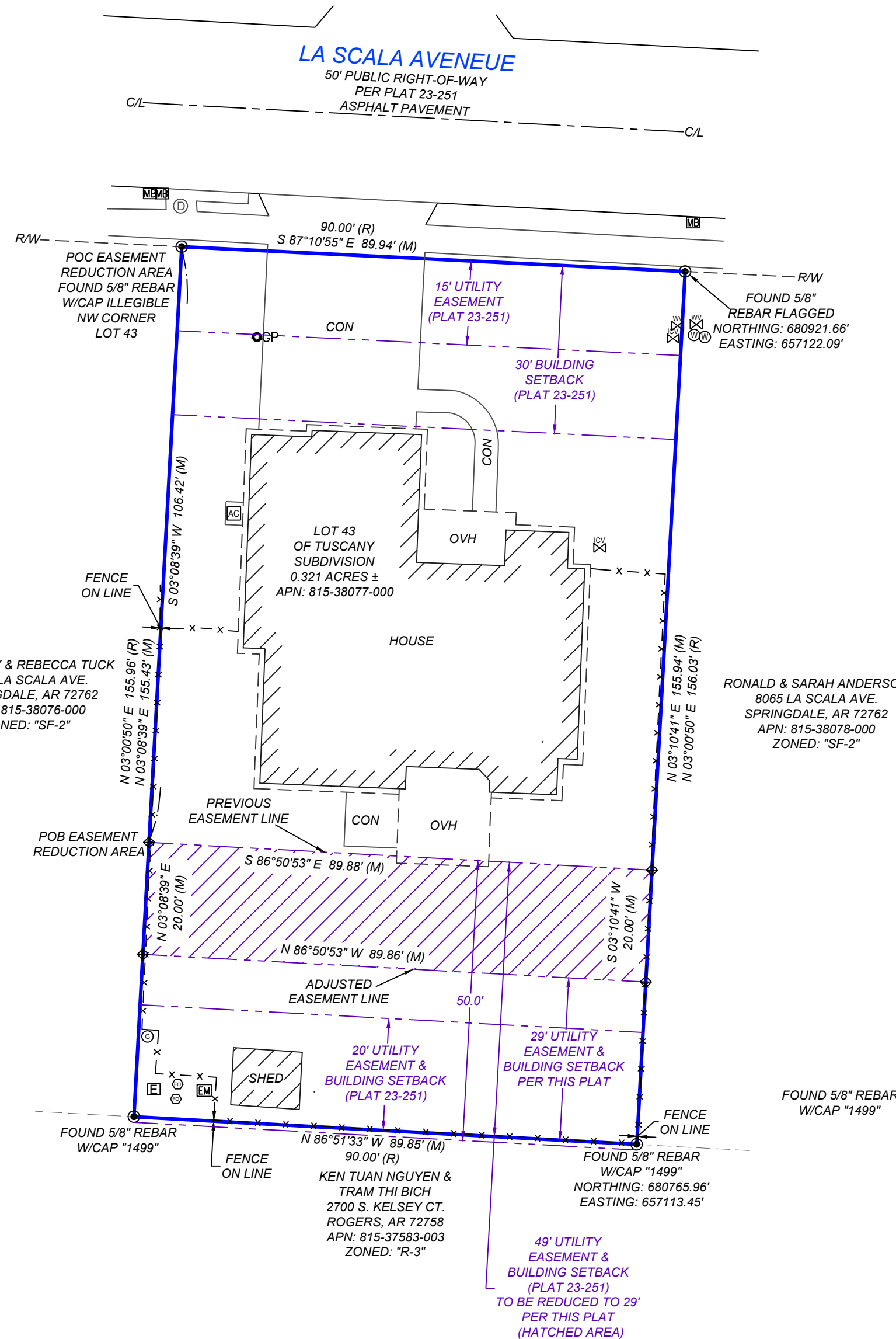
THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0065G, WHICH BEARS AN EFFECTIVE DATE OF 01/25/2024 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.



LAND AREA

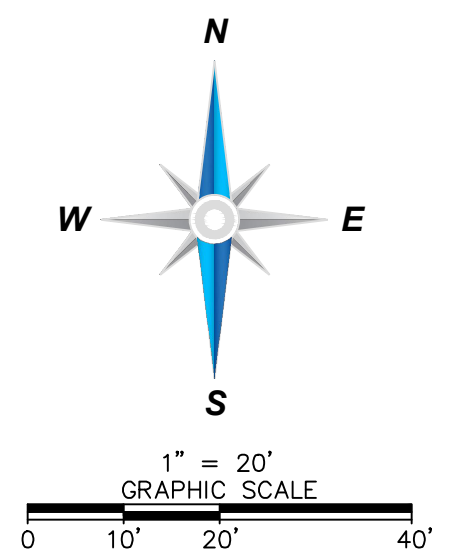
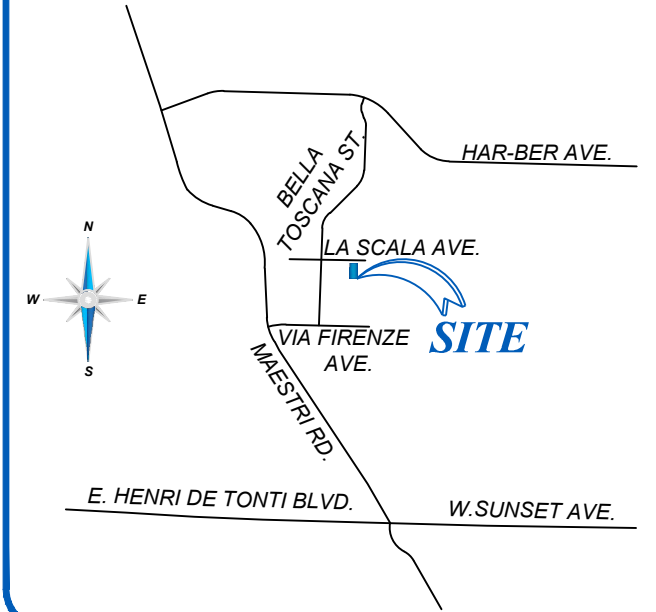
LOT 43
OF TUSCANY
SUBDIVISION
0.321 ± ACRES

OWNER/DEVELOPER

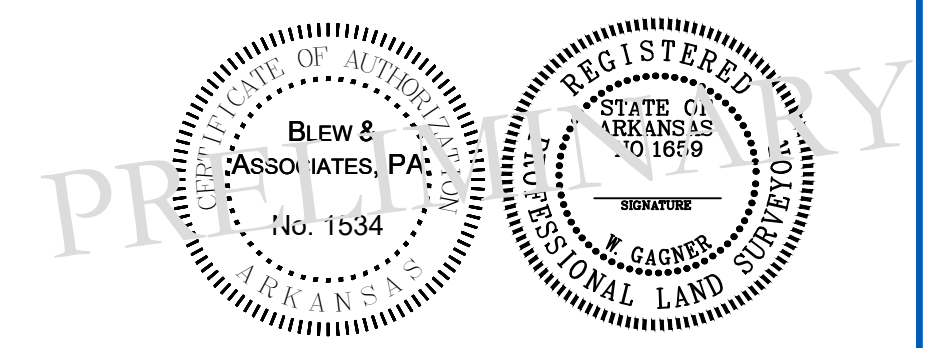
JASON & STACEY KAUNDART
8093 LA SCALA AVENUE
SPRINGDALE, ARKANSAS 72762

VICINITY MAP

NOT TO SCALE



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 23TH DAY OF JUNE, 2025.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-4284	SURVEY DRAWN BY: DLS - 06/25/2025
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: JASON & STACEY KAUNDART	

The City Council of the City of Springdale met in regular session on Tuesday, July 8, 2025 in the 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 3, Position 1
Amelia Taldo	Ward 4, Position 1
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1 (joined at 6:40 pm)
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougerousse	Ward 4, Position 2
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer

Department heads present:

Colby Fulfer	Chief of Staff
Anna McKinney	Deputy Chief of Staff
Ryan Carr	Assistant Director of Engineering
Sharon Tromburg	Director of Planning
James Smith	Director of Airport/Public Works
Jim Vaughan	Assistant Fire Chief
Mike Chamlee	Buildings Director
Lori Proud	Director of Senior Center
Derek Hudson	Assistant Chief of Police
Ron Findley	Director of Neighborhood Services

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Taldo moved the minutes of the June 24, 2025 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Taldo 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 Harriman made the second.

After the vote was taken, the motion carried 7-0

PRESENTATION

Carol Moralez, President/CEO of Upskill NWA provided an update on how Upskill is helping Springdale residents to obtain education and jobs in the medical field.

APPOINTMENTS AND REAPPOINTMENTS

RESOLUTION NO. 93 – 25: MAKING A REAPPOINTMENT TO THE SPRINGDALE AIRPORT COMMISSION OF THE CITY OF SPRINGDALE, ARKANSAS

Mayor Doug Sprouse read and presented the Resolution

RESOLUTION NO. 93-25

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

WHEREAS, Joel Gardner currently serves on the Springdale Airport Commission, with a term that expired on July 1, 2025, and

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

WHEREAS, the Springdale Airport Commission has recommended the reappointment of Joel Gardner, and

WHEREAS, the Mayor has recommended the reappointment of Joel Gardner to the Springdale Airport Commission for a four-year term, set to expire on July 1, 2029,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Joel Gardner is hereby reappointed to the Springdale Airport Commission for a four-year term, set to expire on July 1, 2029.

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 93-25.

ORDINANCE COMMITTEE

ORDINANCE NO. 6105 - AMENDING ORDINANCE NO. 5717; AUTHORIZING A REVISED REPAYMENT SCHEDULE FOR THE OUTSTANDING CITY OF SPRINGDALE, ARKANSAS WATER AND SEWER REVENUE BOND, SERIES 2022B; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Ordinance Committee Chairman, Mike Lawson, read the Ordinance & City Attorney, Ernest Cate, presented.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 6-1. Council Member Taldo abstained

The Ordinance was numbered 6105.

PLANNING COMMISSION

ORDINANCE NO. 6106 – ACCEPTING THE REPLAT (RP25-05) OF LYNN ESTATES, BLOCK 2, LOTS 20 & 21 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Taldo moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Fougrousse made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6106.

ORDINANCE NO. 6107 – ACCEPTING THE REPLAT (RP25-07) OF HOLCOMB’S SECOND ADDITION, LOTS 1 & 2 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Taldo made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6107.

ORDINANCE NO. 6108 – ACCEPTING THE FINAL PLAT (FP25-05) OF THE GORING TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Taldo moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6108.

ORDINANCE NO. 6109 – ACCEPTING THE FINAL PLAT (FP25-06) OF COUNTY LINE SQUARE TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Fougerousse made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6109.

FINANCE COMMITTEE

RESOLUTION NO. 94 – 25: AUTHORIZING THE CREATION OF A NEW POSITION

Finance Committee Chair Jeff Watson read the Resolution and Chief of Staff Colby Fulfer presented.

RESOLUTION NO. 94-25

**A RESOLUTION AUTHORIZING THE CREATION OF A
NEW POSITION**

WHEREAS, Springdale residents overwhelmingly approved a new Senior Center in the 2023 Bond Program, and

WHEREAS, the Senior Center should make changes to the personnel structure due to the increase of participants and needs associated with the new facility, and

WHEREAS, the Senior Center Director is requesting an Assistant Director position, and

WHEREAS, the Assistant Senior Center Director position is graded as grade 23 with a pay range of \$54,611 - \$81,917,

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

An Assistant Senior Center Director position will be created in the 2025 Springdale City Budget.

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 94-25.

RESOLUTION NO. 95 – 25: TO REFUND CAPITAL DESIGNATED FOR IMPROVEMENT PROJECTS.

Finance Committee Chair Jeff Watson read the Resolution and Chief of Staff Colby Fulfer presented.

RESOLUTION NO. 95-25

**A RESOLUTION TO REFUND CAPITAL DESIGNATED FOR
IMPROVEMENT PROJECTS.**

WHEREAS, the Code of Ordinances of the City of Springdale Section 112-6 addresses guarantees in lieu of installed improvements, and

WHEREAS, an internal audit of these payments was conducted in order to review previous capital contributions from July 1993 – December 31, 2025, and

WHEREAS, the city identified projects that had previously been completed and should reimburse the General Fund or the Street Fund totaling \$721,188.28, and

WHEREAS, the city also identified \$37,486.90 in payments that were made in which the projects were not done and are not likely to be completed by the city and the city should attempt to reimburse the entity or individual,

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

Section 1. That the City of Springdale should transfer \$721,188.38 designated as capital contributions as payment in lieu of, to the General Fund and Street fund to reimburse the city for completed projects.

Section 2. That the City of Springdale should attempt to reimburse \$37,486.90 designated as capital contributions as payment in lieu of, to entities or individuals in which the projects were not completed by the city and those projects have been identified as projects we are not likely to complete.

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 95-25.

RESOLUTION NO. 96 – 25: EXPRESSING SUPPORT FOR THE SPRINGDALE VETERANS MEMORIAL ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS

Finance Committee Chair Jeff Watson read the Resolution and City Attorney Ernest Cate presented.

RESOLUTION NO. 96-25

A RESOLUTION EXPRESSING SUPPORT FOR THE SPRINGDALE VETERANS MEMORIAL ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, the City owns property located in Washington County, Arkansas, more commonly known as Washington County Tax Parcel No. 815-29726-000, consisting of 8.02 acres, more less, located along N. Pump Station Road, and comprising the eastern boundary of J.B. Hunt Park (“the Property”);

WHEREAS, the Springdale Veterans Memorial Organization (“SVMO”) is an Arkansas Non-Profit Corporation whose mission is to establish a memorial in Springdale, Arkansas, to honor the values of liberty, freedom, and respect for veterans from all branches of service, where those who have answered our country's call can be cherished and remembered forever;

WHEREAS, in 2019, SVMO announced a design competition for a veterans’ memorial, with the winning design having been selected in June of 2020;

WHEREAS, SVMO is in the process of raising funds to build and maintain the Springdale Veterans Memorial;

WHEREAS, SVMO is applying for a grant through the Arkansas Community Assistance Grant Program (CAGP) for funds to be applied towards the construction of the Springdale Veterans Memorial;

WHEREAS, SVMO would like to utilize a portion of the Property for the location of the Springdale Veterans Memorial, said site consisting of 5 acres, more or less, and as shown on the attached Exhibit “A” and incorporated herein by reference; and,

WHEREAS, the City of Springdale wishes to support the efforts of SVMO in its pursuit of a location for the Springdale Veterans Memorial.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale expresses its support for a

Springdale Veterans Memorial, and wishes for the Springdale Veterans Memorial to be located on property as shown on the attached Exhibit "A", contingent and conditioned upon adequate funding being obtained and allocated for the construction of the Springdale Veteran's Memorial from the Arkansas Community Assistance Grant Program (CAGP), said funding to be determined by the end of 2025.

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

After the vote was taken, motion carried 7-0. **Council Member Mike Overton is now present.** Amelia Taldo abstained.

The Resolution was numbered 96-25.

RESOLUTION NO. 97 – 25: APPROVING THE PURCHASE OF A TRANSPORTATION VEHICLE FOR THE NEW SPRINGDALE SENIOR CENTER

Finance Committee Chair Jeff Watson read the Resolution and Chief of Staff Colby Fulfer presented.

RESOLUTION NO. 97-25

A RESOLUTION APPROVING THE PURCHASE OF A TRANSPORTATION VEHICLE FOR THE NEW SPRINGDALE SENIOR CENTER

WHEREAS, the City of Springdale is currently constructing a new Senior Center, a 2023 Bond Project, with a completion date set for August 2025, and

WHEREAS, there is a need for a shuttle to transport new attendees and members from various parking lots in downtown Springdale to the new facility, and

WHEREAS, three (3) quotes from various companies have been received, and

WHEREAS, after review, staff has requested to purchase a 2024 Cushman Shuttle 6 Elite from Arkansas Golf & Powersports of NWA in an amount not to exceed \$17,000.00, to be paid for out of the Senior Center Restricted Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned shuttle for the new Springdale Senior Center, in an amount not to exceed \$17,000.00, to be paid from the Senior Center Restricted Fund.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 97-25.

RESOLUTION NO. 98 – 25: ESTABLISHING RETIREMENT CONTRIBUTION SUPPORT FUND & AUTHORIZING THE TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE RETIREMENT CONTRIBUTION SUPPORT FUND, AND FOR OTHER PURPOSES.

Finance Committee Chair Jeff Watson read the Resolution and Chief of Staff Colby Fulfer presented.

RESOLUTION NO. 98-25

A RESOLUTION ESTABLISHING RETIREMENT CONTRIBUTION SUPPORT FUND & AUTHORIZING THE TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE RETIREMENT CONTRIBUTION SUPPORT FUND, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale makes a 6% contribution towards non-civil service employee retirements, and

WHEREAS, a forfeiture account captures forfeited retirement contributions when an employee is not fully vested and ceases to be employed by the City of Springdale, and

WHEREAS, the forfeiture account has accumulated approximately \$900,000 that can only be used towards retirement contributions, and

WHEREAS, the City Council finds that the sum of \$900,000.00 should be transferred from the unrestricted general fund to create the Retirement Contribution Support Fund as a mechanism to invest for future retirement contributions, and

WHEREAS, it would be beneficial for the City of Springdale to create the Retirement Contribution Support Fund as a restricted account within the General fund to be fiscally responsible

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

Section 1. That the Retirement Contribution Support Fund be established.

Section 2. That \$900,000.00 shall be transferred from the Unrestricted General Fund to the Retirement Contribution Support Fund.

Section 3. That future forfeiture account balances greater than \$50,000 may be used towards the city's retirement contributions and an equal amount should be transferred from the unrestricted general fund to the Retirement Contribution Support Fund.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 98-25.

**RESOLUTION NO. 99 – 25: AUTHORIZING PAYMENT OF AN INVOICE
(2023 BOND PROJECT NO. 23BSC1)**

Finance Committee Chair Jeff Watson read the Resolution and Chief of Staff Colby Fulfer presented.

RESOLUTION NO. 99-25

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
(2023 BOND PROJECT NO. 23BSC1)**

WHEREAS, the City of Springdale contracted with Buffalo Builders, LLC, for the construction of the Springdale Senior Center, and

WHEREAS, the City has received an invoice for \$1,614,489.65 from Buffalo Builders, LLC.

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 Buffalo Builders, LLC., \$1,614,489.65 with funds from the 2023 Bond Program.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 99-25.

POLICE AND FIRE COMMITTEE

RESOLUTION NO. 100 – 25: ENTERING INTO A GUARANTEED MAXIMUM PRICE CONTRACT WITH MILESTONE CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF FIRE STATION 10 (2023 BOND PROJECT NO. 23BPF1 & 2023 STREET BOND)

Police & Fire Committee Chairman Brian Powell read the Resolution and Chief of Staff Colby Fulfer presented.

RESOLUTION NO. 100-25

A RESOLUTION ENTERING INTO A GUARANTEED MAXIMUM PRICE CONTRACT WITH MILESTONE CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF FIRE STATION 10 (2023 BOND PROJECT NO. 23BPF1 & 2023 STREET BOND)

WHEREAS, the City of Springdale desires to build a new fire station, and

WHEREAS, the City hired Milestone Construction Company for Construction Management Services, and

WHEREAS, Milestone Construction Company, LLC has proposed a construction contract with a Guaranteed Maximum price of \$4,790,869.00 for the construction of Fire Station #10, to be paid for out of the 2023 Fire Bond Funds (Project No. 23BPF1) and 2023 Street Bond Funds.

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

1. The Mayor and City Clerk are authorized to enter into a construction contract with a Guaranteed Maximum Price with Milestone Construction Company, LLC, with a price not to exceed \$4,790,869.00, for the construction of Fire Station 10, to be paid for out of the 2023 Fire Bond Funds (Project No. 23BPF1) and 2023 Street Bond Funds.
2. The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 100-25.

COMMENTS FROM COUNCIL MEMBERS

A discussion was held regarding NWA Upskill. Jeff Watson requested a refresher on the involvement that the City had previously. The Mayor provided a brief summary.

COMMENTS FROM DEPARTMENT HEADS

None

ADJOURNMENT

Mayor Sprouse made the motion to adjourn. Council Member Overton made the second. After a voice vote of all ayes and no nays, the meeting adjourned at 7:04 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer