

- **The next City Council Committee Meeting will be held on Monday, August 18<sup>th</sup>, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
CITY COUNCIL CHAMBERS  
201 SPRING STREET (2<sup>ND</sup> FLOOR)  
Tuesday, August 12<sup>th</sup>, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mark Fougrousse

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 22<sup>nd</sup>, 2025. Pgs. 98-105**

6. **Public Hearing** an Ordinance to abandon a portion of a utility easement at 8093 La Scala Ave.

7. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **9 B-D and 12-15*** (Motion must be approved by two-thirds (2/3) of the council members)

8. **Springdale Chamber of Commerce Quarterly Report.** Presented by Jay Sego, Vice President of Economic Development.
9. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development
- A. **A Memo** regarding Act 314 of the State of Arkansas. **Pgs. 1-6**
- B. **An Ordinance** amending Chapter 110, Chapter 112, and Chapter 118 of the Code of Ordinances of the City of Springdale, Arkansas; to comply with the provisions of Act 314 of 2025; and declaring an emergency. **Pgs. 7-14**
- C. **An Ordinance** accepting the final plat (FP25-07) of Noah's Landing to the City of Springdale, Arkansas, and declaring an emergency. **Pgs. 15-20**
- D. **An Ordinance** accepting the replat (RP25-06) of Churchill Crescent, Phase II, Lots 1 & 2 to the City of Springdale, Arkansas, and declaring an emergency. **Pgs. 21-25**
- E. **A Resolution** approving a waiver (W25-28) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to 4557 West Seaton, LLC in connection with N25-22, a non-large-scale development. **Pgs. 26-27**
10. Finance Committee by Chairman Jeff Watson – **All Item(s) forwarded from Committee with recommendation for approval.**
- A. **A Resolution** to waive competitive bidding and to appropriate funds for a Public Works vehicle. Presented by James Smith, Public Works Director. **Pgs. 28-31**
- B. **A Resolution** amending the 2025 budget of the City of Springdale Police Department. Presented by Colby Fulfer, Chief of Staff. **Pg. 32**
- C. **A Resolution** authorizing the execution of a Construction Contract for Don Tyson Parkway Extension Project No. 23BPS2. Presented by Ben Peters, Engineering Director. **Pgs. 33-38**

**D. A Resolution** authorizing the execution of a Professional Services Agreement for acquisition services for Sunset Ave. and Powell Street Improvements Project. Presented by Ben Peters, Engineering Director. **Pgs. 39-53**

**E. A Resolution** authorizing the execution of a Professional Services Agreement for strategic planning for the Springdale Airport. Presented by Colby Fulfer, Chief of Staff. **Pgs.54-60**

**F. A Resolution** amending the 2025 budget of the City of Springdale Public Works Department. Presented by Colby Fulfer, Chief of Staff. **Pg. 61**

**G. A Resolution** authorizing the purchase of a new Grasshopper Mower for Springdale Public Works. Presented by James Smith, Public Works Director. **Pgs. 62-63**

**H. A Resolution** authorizing the purchase of a new concrete mixer for Springdale Public Works. Presented by James Smith, Public Works Director. **Pgs. 64-68**

11. Health, Sanitation, & Property Maint. Committee by Chairwoman Amelia Taldo– **All Item(s) forwarded from Committee with recommendation for approval.**

**A. A Resolution** authorizing the dedication of a Utility Easement to Springdale Water Utilities at the Springdale Senior Center. Presented by Ben Peters, Engineering Director. **Pgs. 69-73**

12. Ordinance Committee by Chairman Mike Lawson– **All Item(s) forwarded from Committee with recommendation for approval.**

**A. An Ordinance** amending Section 78-47 of the Code of Ordinances of the City of Springdale, Arkansas; and Declaring an Emergency. Presented by Ernest Cate, City Attorney. **Pg. 74**

13. **An Ordinance** vacating and abandoning a portion of a Utility Easement, pursuant to Ark. Code Ann. §14-301-301, et seq., declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. **Pgs. 75-77**

14. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on a property located within the City of Springdale, Arkansas and declaring an emergency (2839 B Adrian Ave). Presented by Ernest Cate, City Attorney.  
**Pgs. 78-86**
  
15. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on a property located within the City of Springdale, Arkansas and declaring an emergency (1023 Lowell Rd). Presented by Ernest Cate, City Attorney.  
**Pgs. 87-95**
  
16. **A Resolution** authorizing the destruction of old Police records.  
Presented by Derek Wright, Chief of Police. **Pgs. 96-97**
  
17. Comments from Council Members.
  
18. Comments from City Attorney.
  
19. Comments from Mayor
  
20. Adjournment.

# Memo



**To:** CITY COUNCIL MEMBERS  
**From:** Sharon Tromburg, Planning Director  
**Date:** August 12, 2025  
**Re:** Act 314 of 2025

Extraterritorial jurisdiction, often referred to as the “Planning Area”, allowed the city to engage in proactive planning with long-term land use in mind. Springdale’s limited authority in the Planning Area regulated the subdividing of land and Arkansas Act 314 repeals that authority just outside our current city limits.

Without the foresight that the extraterritorial jurisdiction provided, future developments and roadway designs risk a non-conforming nature upon annexation, potentially falling short of City standards. Ultimately, the effect of Act 314 will depend on how cities and counties collaborate moving forward. Springdale spans both Washington and Benton counties, and we’re proud of the strong, collaborative relationships we’ve built with each other.

Until the approaching municipal code update is completed, the extraterritorial jurisdiction of the city includes the surrounding area within five miles of the corporate limits except as designated on the Planning Area Map as adopted by the planning commission. Springdale, Ark., Code of Ordinances § 112-1 (General Provisions).

We can still plan in this area, but we lose authority. An update to Springdale’s Code of Ordinances and reference amendments will be presented to Planning Commission and City Council in August of 2025.

1 State of Arkansas  
2 95th General Assembly  
3 Regular Session, 2025  
4

# A Bill

HOUSE BILL 1510

5 By: Representative Gonzales  
6 By: Senator G. Stubblefield  
7

## For An Act To Be Entitled

8  
9 AN ACT TO AMEND THE LAW CONCERNING TERRITORIAL  
10 JURISDICTION OF MUNICIPALITIES; TO REPEAL THE  
11 AUTHORITY FOR A MUNICIPALITY TO EXERCISE TERRITORIAL  
12 JURISDICTION OVER AN UNINCORPORATED AREA OF A COUNTY;  
13 AND FOR OTHER PURPOSES.  
14

## Subtitle

15  
16  
17 TO REPEAL THE AUTHORITY FOR A  
18 MUNICIPALITY TO EXERCISE TERRITORIAL  
19 JURISDICTION OVER AN UNINCORPORATED AREA  
20 OF A COUNTY.  
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
23

24 SECTION 1. Arkansas Code § 14-17-208(i), concerning subdivision,  
25 setback, and entry control ordinances for county planning boards, is  
26 repealed.

27 ~~(i) In unincorporated areas adjoining the corporate limits of a~~  
28 ~~municipality in which the authority to control the subdivision of land is~~  
29 ~~vested and is being exercised in accordance with and under the provisions of~~  
30 ~~§§ 14-56-401—14-56-408 and 14-56-410—14-56-425, or any amendments thereto~~  
31 ~~or thereof, or other acts of a similar nature enacted by the General~~  
32 ~~Assembly, the municipal authority shall have subdivision jurisdiction, but~~  
33 ~~shall transmit copies of proposed plats for the areas to the county planning~~  
34 ~~board and the board of directors of each affected school district for review~~  
35 ~~and comment, which shall be made to the municipal authority within sixty (60)~~  
36 ~~days from the time it is received by the county planning board and the board~~



1 ~~of directors of each affected school district unless further time is allowed~~  
 2 ~~by the municipal authority.~~

3  
 4 SECTION 2. Arkansas Code § 14-17-208(1)(1), concerning subdivision,  
 5 setback, and entry control ordinances for county planning boards, is amended  
 6 to read as follows:

7 (1)(1) Following the adoption of any subdivision, setback, or entry  
 8 control ordinances by the court, a plat in an unincorporated area of a county  
 9 ~~not within the exercised extraterritorial jurisdiction of a municipality~~  
 10 shall not be presented for recording without the approval of the county  
 11 planning board.

12  
 13 SECTION 3. Arkansas Code § 14-38-101(b)(1)(B), concerning limitations  
 14 on a petition for incorporation, is repealed.

15 ~~(B) The area in which that existing municipal corporation~~  
 16 ~~is exercising its planning territorial jurisdiction.~~

17  
 18 SECTION 4. Arkansas Code § 14-40-208 is repealed.

19 ~~14-40-208. Annexation of territory under municipal territorial~~  
 20 ~~jurisdiction.~~

21 ~~(a) If a municipality states its intent by resolution or ordinance to~~  
 22 ~~annex a specifically defined territory or portion of the territory over which~~  
 23 ~~it is exercising territorial jurisdiction under § 14-56-413, the municipality~~  
 24 ~~shall initiate annexation proceedings within five (5) years of the stated~~  
 25 ~~intent.~~

26 ~~(b)(1) During the five (5) years under subsection (a) of this section,~~  
 27 ~~the municipality may continue to exercise its territorial jurisdiction under~~  
 28 ~~§ 14-56-413, including the defined territory specified within its intent to~~  
 29 ~~annex.~~

30 ~~(2) If the municipality does not initiate annexation proceedings~~  
 31 ~~of the territory specified within its intent to annex within five (5) years~~  
 32 ~~of the effective date of the resolution or ordinance under subsection (a) of~~  
 33 ~~this section, the municipality is prohibited from again exercising~~  
 34 ~~territorial jurisdiction over the territory specified within its intent to~~  
 35 ~~annex for the next five (5) years.~~

36

1 SECTION 5. Arkansas Code § 14-56-413 is repealed.

2 ~~14-56-413. Territorial jurisdiction.~~

3 ~~(a)(1)(A) The territorial jurisdiction of the governing body of a~~  
4 ~~municipality for the purpose of this subchapter shall not exceed the limits~~  
5 ~~stated under this subsection.~~

6 ~~(B) If the territorial limits of two (2) or more~~  
7 ~~municipalities conflict, the limits of their respective territorial~~  
8 ~~jurisdictions shall be a line equidistant between them, or as agreed on by~~  
9 ~~the respective municipalities.~~

10 ~~(2) In addition to the powers under this subchapter, cities now~~  
11 ~~having eight thousand (8,000) population or more shall have the authority to~~  
12 ~~administer and enforce planning ordinances outside their corporate limits as~~  
13 ~~follows:~~

14 ~~(A) For cities of eight thousand (8,000) to sixty thousand~~  
15 ~~(60,000) population, the jurisdictional area will be one (1) mile beyond the~~  
16 ~~corporate limits;~~

17 ~~(B) For cities of sixty thousand (60,000) to one hundred~~  
18 ~~fifty thousand (150,000) population, the jurisdictional area will be two (2)~~  
19 ~~miles beyond the corporate limits; and~~

20 ~~(C)(i) For cities of one hundred fifty thousand (150,000)~~  
21 ~~population and greater, the jurisdictional area will be three (3) miles~~  
22 ~~beyond the corporate limits.~~

23 ~~(ii) Upon July 3, 1989, no city with a population in~~  
24 ~~excess of one hundred fifty thousand (150,000) persons shall exercise any~~  
25 ~~zoning authority outside the boundaries of the county wherein it is located~~  
26 ~~without the approval of the quorum court of the county wherein the city is~~  
27 ~~not located and the approval of the governing bodies of all other cities~~  
28 ~~having zoning authority over the area.~~

29 ~~(3) Cities having a population of eight thousand (8,000) persons~~  
30 ~~or less:~~

31 ~~(A) Shall have a jurisdictional area that does not exceed~~  
32 ~~one (1) mile beyond the corporate limits; and~~

33 ~~(B) Shall not exercise any zoning authority outside the~~  
34 ~~corporate limits.~~

35 ~~(4) Cities now having an eight thousand (8,000) population or~~  
36 ~~more and situated on a navigable stream may administer and enforce zoning~~

1 ~~ordinances outside their corporate limits but may not exceed the territorial~~  
 2 ~~limits under subdivision (a)(2) of this section.~~

3 ~~(5) The city populations will be based on the most recent~~  
 4 ~~federal decennial census.~~

5 ~~(b)(1) The planning commission shall designate the area within the~~  
 6 ~~territorial jurisdiction for which it will prepare plans, ordinances, and~~  
 7 ~~regulations.~~

8 ~~(2) A description of the boundaries of the area shall be filed~~  
 9 ~~with the city clerk and with the county recorder.~~

10  
 11 SECTION 6. Arkansas Code § 14-56-417(c), concerning the regulations to  
 12 control development of land, is repealed.

13 ~~(e) A plat within the area within which the municipality intends to~~  
 14 ~~exercise its territorial jurisdiction as indicated on the planning area map~~  
 15 ~~shall not be presented for recording without the approval of the planning~~  
 16 ~~commission, if a planning commission exists.~~

17  
 18 SECTION 7. Arkansas Code § 14-56-422(5)(B), concerning adoption of  
 19 plans, ordinances, and regulations for municipal planning, is repealed.

20 ~~(B) The city clerk shall file the plans, ordinances, and~~  
 21 ~~regulations as pertain to the territory beyond the corporate limits with the~~  
 22 ~~county recorder of the counties in which territorial jurisdiction is being~~  
 23 ~~exercised.~~

24  
 25 SECTION 8. Arkansas Code § 14-284-207(a), concerning a quorum court's  
 26 establishment of a fire protection district service area, is amended to read  
 27 as follows:

28 ~~(a)(1)~~ The quorum court of each county in which a fire protection  
 29 district is located shall establish the service area of the fire protection  
 30 district.

31 ~~(2) The service area of a fire protection district created after~~  
 32 ~~January 1, 2021, shall not include any area within the territorial~~  
 33 ~~jurisdiction of the governing body of a municipality as established in § 14-~~  
 34 ~~56-413 that has adopted an ordinance to provide fire protection services to~~  
 35 ~~the area in accordance with § 14-53-102, unless waived by majority vote of~~  
 36 ~~the governing body of the municipality.~~

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SECTION 9. Arkansas Code § 17-28-305(b)(3), concerning the local regulatory authority of the licensing of electricians, is repealed.

~~(3) If the city has adopted an ordinance to exercise its territorial planning jurisdiction, the city may exercise jurisdiction over the construction, installation, and inspection of electrical work within the city's territorial planning jurisdiction under § 14-56-413 if the city and county agree to the exercise of jurisdiction by the city over electrical work within the city's territorial planning jurisdiction.~~

SECTION 10. Arkansas Code § 18-15-1702(6), concerning definitions for the Private Property Protection Act, is repealed.

~~(6) "Territorial jurisdiction" means the territorial jurisdiction of a municipality as described in § 14-56-413.~~

SECTION 11. Arkansas Code § 18-15-1703(e)(15), concerning the application of takings under the Private Property Protection Act, is repealed.

~~(15) An action by a municipality unless the regulatory program has effect in the territorial jurisdiction of the municipality, excluding annexation, and that enacts or enforces a regulatory program that does not impose identical requirements or restrictions in the entire territorial jurisdiction of the municipality.~~

**APPROVED: 3/18/25**

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

**AN ORDINANCE AMENDING CHAPTER 110, CHAPTER 112, AND CHAPTER 118 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; TO COMPLY WITH THE PROVISIONS OF ACT 314 OF 2025; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Arkansas General Assembly recently passed Act 314 of 2025, which repealed the authority for a municipality to exercise territorial jurisdiction over an unincorporated area of a county, and amended the various statutes pertaining to the same;

**WHEREAS**, various provisions of Chapter 110, Chapter 112, and Chapter 118 of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to comply with Act 314 of 2025, to remove references to extra-territorial jurisdiction of the City of Springdale, Arkansas; and

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on August 5, 2025, after notice of said hearing was published as required by the Code of Ordinances of the City of Springdale, Arkansas.

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

**Section 1:** Section 110-133 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 110-133. Centerlines.**

Emma Avenue and its extension to the city's east and west ~~planning area boundaries,~~ city limits shall be the centerline street for north and south address numbers. Mill Street and its extension shall be the east and west centerline for east and west numbering north of Emma Avenue to the city's ~~planning area boundary,~~ city limits. The centerline street immediately south of Emma Avenue shall be Holcomb Street to the intersection of Caudle Avenue, after which the centerline shall become Turner Street and its extension to the southern ~~boundary of the city's planning area~~ city limits.

**Section 2:** Section 112-1 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 112-1. - General provisions.**

- (a) Purpose. The purpose of these regulations is to set forth the procedures, requirements and minimum standards governing the subdivision of land under the jurisdiction of the Springdale Planning Commission (hereinafter referred to as the "planning commission").
- (b) Authority. These subdivision regulations are adopted in accordance with the authority granted by ~~Act 186 of the 1957 General Assembly,~~ the laws of the State of Arkansas.
- (c) Jurisdiction. The ~~territorial~~ jurisdiction of these regulations includes the land within the corporate limits of the City of Springdale ~~and the surrounding area within five miles of those corporate limits, except as designated on the Planning Area Map as adopted by the planning commission.~~

**Section 3:** Section 112-2 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 112-2. - Definitions.**

For the purpose of these regulations, certain terms used herein are defined as follows:

*Alley:* A minor public way dedicated to public use for utility easements and vehicular access to the back or the side of properties abutting a street.

*Building line:* See Setback.

*Collector Street:* See Street, Collector.

*Comprehensive plan:* A long-range plan ~~for the planning area~~, including plans for land use, streets, and community facilities.

*Contour intervals:* Topographic map lines connecting points of equal elevations.

*Dead-end street:* A street having one end open to traffic and being permanently terminated by a vehicular turnaround.

*Dedication:* Land and improvements offered to the city, county or state and accepted by them for public use, control, and maintenance.

*Development plan:* A drawing showing all proposed improvements to a piece of property, such as streets, parking lots, buildings, drives, signs, utilities, drainage, grading, and planting by size and location.

*Easement:* A grant by the property owner to the public, a corporation of persons, of the use of a strip of land for specific purposes.

*Improvements:* Physical changes made to property to prepare it for development, such as street grading, drainage structures, street surface sidewalks, curbs, gutters, utility lines, bridges, and similar items.

*Island or street island:* Platted greenspace or open space in any street right-of-way, which shall be curbed.

*Lot:* A portion of a subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

*Major street:* See Street, Major.

*Minor street:* See Street, Minor.

*Parcel:* An area under one ownership.

*Plan, comprehensive:* The plan made and adopted by the planning commission and accepted by the city council, indicating the general locations recommended for the various land uses, major streets, parks, public buildings, zoning districts, and other public improvements.

*Plan, major street:* A part of the comprehensive plan made and adopted by the planning commission and accepted by the city council, classifying certain streets ~~within the planning area jurisdiction~~ as arterial or collector streets.

*Plat, final:* A complete and exact subdivision plat, prepared for official recording as required by statute, to define property boundaries and proposed streets and other improvements.

*Plat, informal:* A recorded plat prepared for the transfer of property not considered as a subdivision.

*Plat, preliminary:* A preliminary plat for a subdivision shall be a formal plan, drawn to scale, indicating prominent existing features of a tract and its surroundings and the general layout of the proposed subdivision and shall meet the requirements outlined herein.

*Protective covenants:* Restrictions placed in a deed by private agreement between the buyer and seller of land.

*Replat:* The process of changing a previously approved land development either by alteration of a lot, parcel, or tract, or the placement of another type of development on a lot or tract different from the one previously contemplated when originally approved, or by other changes made to the original plat. All replats must go through the planning process as set out in section 112-3(6) et seq., including the requirement of notification of adjacent property owners by the developer.

*Right-of-way:* The land opened, reserved, or dedicated for a street, walk, drainage or other public purposes.

*Setback lines or building lines:* A line on a plat generally parallel to the street right-of-way, indicating the limit beyond which buildings or structures may not be erected except as provided in ordinances.

*Street:* A strip of land, including the entire right-of-way, intended primarily as a means of vehicular and pedestrian travel, which may also be used to provide space for sewers, public utilities, trees, and sidewalks.

*Street, arterial:* A street or road of considerable continuity which serves or is intended to serve as the principal trafficway between separated areas or districts and which is the main means of access to the primary street system or expressways.

*Street, collector:* A street which in addition to serving abutting properties, intercepts minor streets, connects with community facilities, and carries neighborhood traffic to the major arterial street system. Where possible, houses should not front on collector streets.

*Street, frontage:* A minor street which is generally parallel to and adjacent to a major highway or railroad right-of-way and which provides access to abutting properties and protection from through traffic.

*Street, major:* Streets and highways designed to carry large volumes of traffic between major traffic generators.

*Street, minor:* A street used primarily to provide access to abutting properties.

*Subdivider:* A person, firm or corporation undertaking to develop a subdivision as defined in these regulations.

*Subdivision:* A division of a lot, tract or parcel of land into two or more lots or other division of land for the purpose of transfer of ownership or development extension of utilities, dedication of easements or rights-of-way, whether immediate or future, including all changes in street or lot lines; provided, however, that where no new streets or easements of access are involved, the following shall not be included in this definition and may be processed as an informal plat:

The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the original lot areas are not decreased below minimum lot sizes as prescribed by the Springdale Zoning Regulations;

The division of land into parcels of one acre or more;

The subdivision or resubdivision of land where public sewers and improved streets are available, and the resultant lots comply with the requirements of the zoning ordinance.

*Tandem lot:* A lot which does not have required frontage on a public street or on an approved private street, and which is located behind a lot or a portion of a lot which does have frontage on a public street on an approved private street.

*Townhouses:* Attached single-family dwelling units, from two units but not exceeding eight units, which can be either single-story or multistory in height; which are physically attached one to another by common or adjoining walls on not more than two sides; which have individual heating, air-conditioning, electrical and plumbing systems; which are located on individually platted lots; which are or may be individually owned or may be rented.

*Variances:* A modification of the regulations applicable to subdivision or large-scale developments by the planning commission when, due to special conditions, a literal enforcement of the provisions thereof would result in unnecessary hardship to the property owner; provided that the spirit of this Code shall be preserved and substantial justice done.

*Waiver:* A dispensing with a requirement for the performance of any provisions applicable to subdivisions or large-scale developments upon request to the planning commission with adequate grounds for such relief.

*Zero lot line dwellings:* Detached single-family dwelling units which are located on individually platted lots without a side yard requirement on one side of the lot. The same interior property line cannot be utilized for zero side yard construction on adjacent lots.

**Section 4:** Section 112-4.1 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 112-4.1. – Required off-site improvements.**

- (a) *Generally.* The developer shall be required to install off-site improvements, where the need for such improvements are created in whole or in part by the proposed development. For purposes of this section, an off-site improvement shall mean any improvement listed in section 112-4 of these regulations, but which is to be installed on property located outside the proposed development.

Any required off-site improvements shall be installed according to city standards; ~~provided off site improvements to roads located outside the city's corporate limits but within the city's planning area shall be installed to county standards, with the exception that roads adjacent to the city's corporate limits shall be installed to city standards.~~ The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational connection to the needs created by the development.

At the time the planning commission grants preliminary plat approval, the planning commission shall determine whether the proposed development creates a need for off-site improvements and the portion of the cost of any needed off-site improvements which the developer shall be required to bear; ~~provided, that portion of the cost of off site improvements to roads~~

~~located outside the city's corporate limits but within the city's planning area shall be determined by the county.~~ In determining that portion of the cost of off-site improvements which the developer shall be required to bear, the planning commission shall consider the acreage within the proposed development as a percentage of all the acreage which, when fully developed, will benefit from the off-site improvements; provided, the planning commission may use a different method of measurement if it determines that use of the acreage standard will not result in the developer bearing the portion of the cost which bears a rational connection to the needs created by the development.

- (b) *Delayed improvements.* If the planning commission determines that a needed off-site improvement should not or cannot be built until future development occurs, the developer shall pay to the city an amount determined by the planning commission in accordance with the standards prescribed in paragraph (a) above to be the developer's proportionate share of the cost of said off-site improvements as of the date of final plat approval; provided, the developer may, with approval of the city council, guarantee payment of said amount so determined by executing a bill of assurance or surety performance bond as determined by the city council, in a form approved by the city attorney; said bill of assurance shall be filed of record and shall be a covenant running with the land; said bill of assurance, or surety performance bond, shall provide for payment of interest on said amount at the maximum legal rate, and shall obligate the landowner to pay to the city the amount so determined by the planning commission within ten days from receipt of written notice from the city. The city shall deposit said money into an interest-bearing escrow account until such time as the off-site improvement is constructed. If the off-site improvement is not constructed within five years from the date of the first payment into the escrow account or guarantee of this payment by a bill of assurance or surety performance bond by a developer, the planning commission shall hold a public hearing after notification to all affected property owners. Following the public hearing, the planning commission may:
- (1) Determine that the off-site improvement is still necessary and feasible and can be built within a reasonable time; in which case, the escrow account or guarantee shall be continued for a period specified by the planning commission; or
  - (2) Determine that the off-site improvement is not necessary, or will not be feasible, or that insufficient development has occurred to render the improvement likely in the foreseeable future; in which case, the planning commission shall recommend that the city distribute such funds as follows:
    - a. Refund the money in the escrow account, with accumulated interest, to the existing property owner(s) on a pro rata basis; or
    - b. Release the developer(s) and/or property owner(s) from the obligation to provide a guarantee by a bill of assurance or surety performance bond in lieu of payment into the escrow account.
- (c) *Determining necessity for off-site improvements.*
- (1) When a proposed development has access to paved streets or roads only by way of substandard or unimproved roads or street leading from the development to the paved streets or roads, the developer shall be responsible for contributing his proportionate share of the cost of improving the substandard access roads or streets to existing city ~~or county~~ standards. The developer's proportionate share of said costs shall be determined by the planning commission in accordance with the provisions of paragraph (a) above.
  - (2) When a proposed development has direct access to, or fronts on, an existing road or street which is below current standards, the

developer shall be responsible for contributing his proportionate share of the cost of improving said street or road to existing city or county standards. The planning commission shall determine the developer's proportionate share of said costs in accordance with the provisions of paragraph (a) above.

- (3) Off-site drainage improvements shall be required whenever a proposed development causes the need for such improvements in accordance with section 106-6 of the Code of Ordinances.

**Section 5:** Section 112-12 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 112-12. – Administration.**

- (a) *Severability.* If any section, paragraph, clause, phrase or part of these subdivision regulations is for any reason invalid, such decision shall not affect the validity of the remaining provisions of these regulations; and the application of those provisions to any persons or circumstances shall not be affected thereby.
- (b) *Enforcement.* In order to carry out the purposes of these regulations and to assure an orderly program of land development after the effective date of these regulations:
  - (1) No plat of any tract of land within the ~~planning area jurisdiction of the planning commission~~ city shall be accepted by the county recorder for filing unless the plat has been approved by the planning commission.
  - (2) No conveyance by metes and bounds of tracts coming under the definition of "subdivision" without compliance with the applicable provisions of this chapter or amendments thereto shall be permitted. This provision is aimed at preventing any attempt to circumvent these regulations by conveying by metes and bounds without taking the necessary steps for filing an approved plat.
  - (3) No dedication of streets shall be accepted by the city unless the use of the adjoining adjacent land is shown; if the purpose of opening the street is to make the affected land available for sale as a subdivision, the street may not be accepted until accompanied by the required plat.
  - (4) No building permit shall be issued for construction of any building; no person, firm, or corporation shall sell or offer for sale any lot; no water, sewer, gas or electric service shall be extended to serve any structure on any lot, nor shall any land be accepted for dedication by the county recorder unless:
    - a. The lot, building, or structure was established before the adoption of this chapter;
    - b. The lot is part of a subdivision, large-scale development, or informal plat approved by the planning commission, and all requirements of the city's applicable ordinances have been completed to the satisfaction of the city's staff.
  - (5) The city clerk shall be furnished the approved large-scale development plan, final plat, or informal plat, to facilitate updating and maintaining an accurate city map and graphic records of new developments.
  - (6) All requirements imposed by the planning commission or city council shall have been completed to the satisfaction of the

planning and community development director or his/her designated representative.

- (c) *General penalty provisions applicable.* The failure to comply with the requirements of paragraph (b) hereof, or any additional specific requirements of development of the planning commission or city council, is declared an unlawful act and may subject a property owner or developer to the general penalty provisions of this Code set out in section 1-9 hereof, and any other remedies available under Arkansas law, as circumstances require.
- (d) *Amendments.* On any proposed amendments to these regulations, the planning commission shall hold a public hearing, for which 15 days' advance notice in a local newspaper of general distribution has been published. Following such a hearing, the city council may adopt the amendment or amendments as recommended by the planning commission or as determined by a majority vote of the city council.

**Section 6:** Section 118-186 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 118-186. – Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*ANSI* means American National Standards Institute.

*ASTM* means American Society for Testing Materials.

*Building sewer* means the sewer which conveys the discharge from a building's plumbing system or other soil waste to the city sanitary sewer system. The building sewer shall be considered as beginning at the connection to the city sanitary sewer system and ending at the building foundation.

*City sewer* means the public sanitary sewer in which all owners of abutting properties have equal rights and is maintained and controlled by the city wastewater department. No sewer smaller than six inches shall be considered a city sewer.

*Director* means the executive director of the city water and wastewater department, or his authorized deputy, agent, or representative.

*Inspector* means that person or his delegated authority employed by the city, whose responsibility is to enforce compliance within the city's ~~planning area~~ of all building codes and authorized to inspect and approve building sewers.

*Permit* means the authorization issued to a plumber or contractor, upon request, allowing installation of a building sewer connected to the city sanitary sewer system.

*Plumber or contractor* means a corporation, partnership or individual engaged in the installation of building sewers.

*Wastewater department* means the city wastewater department under the jurisdiction of the city sewer commission, assigned to own and operate the municipal wastewater collection system and treatment facilities.

**Section 7:** All other provisions 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 8: 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



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

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP25-07) OF NOAH'S LANDING IN THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.**

**BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:**

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

**PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 28, SAID POINT BEING IN NORTH 56th STREET; THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF THE NW 1/4, S87°34'12"E A DISTANCE OF 1325.65 FEET TO THE NORTHEAST CORNER OF SAID SW 1/4 OF THE NW 1/4 AND A 5/8 INCH REBAR WITH CAP "HAI 0663", SAID POINT ALSO BEING ON THE WEST LINE OF DEERE CREEK SUBDIVISION PH 3 AS SHOWN ON PLAT BOOK 24A AT PAGE 604 OF THE WASHINGTON COUNTY RECORDS; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4 AND THE WEST LINES OF DEERE CREEK SUBDIVISION PH 2 AS SHOWN ON PLAT BOOK 24 AT PAGE 526 OF THE WASHINGTON COUNTY RECORDS AND SAID DEERE CREEK SUBDIVISION PH 3, S02°26'38"W A DISTANCE OF 543.30 FEET TO A POINT ON THE NORTH LINE OF DEERE CREEK SUBDIVISION PH 1 AS SHOWN ON PLAT BOOK 24 AT PAGE 450; THENCE LEAVING SAID EAST LINE OF THE SW 1/4 OF THE NW 1/4 AND SAID WEST LINES OF DEERE CREEK SUBDIVISION PH 2 AND 3 AND ALONG SAID NORTH LINE OF DEERE CREEK SUBDIVISION PH 1, N87°16'34"W A DISTANCE OF 968.16 FEET TO AN IRON PIN WITH CAP "BUESCHER"; THENCE LEAVING SAID NORTH LINE, N02°25'48"E A DISTANCE OF 264.51 FEET; THENCE N87°34'12"W A DISTANCE OF 356.86 FEET TO THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4; THENCE ALONG SAID WEST LINE, N02°19'20"E A DISTANCE OF 273.82 FEET TO THE POINT OF**

**BEGINNING, CONTAINING 14.266 ACRES (621,416 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF NORTH 56th STREET ON THE WEST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.**

**AND WHEREAS**, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept the said final plat of Noah's Landing to the City of Springdale, Arkansas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the final plat of Noah's Landing, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**ATTEST:**

\_\_\_\_\_  
Sabra Jeffus, City Clerk/Treasurer

**APPROVED AS TO FORM:**

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



RECORDING INFORMATION

# FINAL PLAT of NOAH'S LANDING

FP25-07

IN THE CITY OF

SPRINGDALE, ARKANSAS

WORK ORDER #

21911

### SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

### FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X" (NO SHADING) DESIGNATED AS AN AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON THE F.I.R.M. MAP # 05143C00550, PANEL 55 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. (EFFECTIVE DATE: JANUARY 25TH, 2024. (NOTE: FLOOD STATEMENT DOES NOT GUARANTEE AGAINST LOCALIZED FLOODING).)

### UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS PROVIDED BY THE SURVEYOR AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE C.I.S. ONLY. NO ONE CALL PROVIDED.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY, NO TITLE COMMITMENT OR BE EXCEPTIONS HAVE BEEN PROVIDED TO SURVEYOR.

### REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- A. SPECIAL WARRANTY DEED: D.R. HORTON - NW ARKANSAS, LLC, RECORDED DECEMBER 15, 2022, FILE NO. 2022-40222.
- B. INFORMAL PLAT: BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED JULY 7, 2021, PLAT BOOK 24A AT PAGE 343.
- C. FINAL PLAT OF DEERE CREEK SUBDIVISION PH 1: BY ENGINEERING SERVICES, INC., RODNEY WOODS, AR PLS NO. 1559, RECORDED OCTOBER 13, 2022, PLAT BOOK 24 AT PAGE 450.
- D. FINAL PLAT OF DEERE CREEK SUBDIVISION PH 2: BY ENGINEERING SERVICES, INC., RODNEY WOODS, AR PLS NO. 1559, RECORDED DECEMBER 4, 2023, PLAT BOOK 24 AT PAGE 528.
- E. FINAL PLAT OF DEERE CREEK SUBDIVISION PH 3: BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED DECEMBER 16, 2024, PLAT BOOK 24A AT PAGE 604.
- F. SURVEY: BY SURVEY 1, LLC, G.E. BUESCHER, AR PLS NO. 1191, RECORDED JUNE 28, 2024, FILE NO. 2024-16145.

PARCEL No.: 815-29789-292

### SURVEY DESCRIPTION:

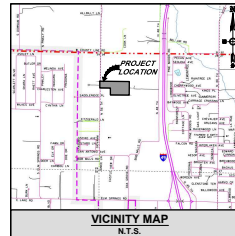
PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP FORTYFIVE (45) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 28, SAID POINT BEING IN NORTH 56th STREET; THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF THE NW 1/4, BEARING T 128°54'00" E A DISTANCE OF 1356.00 FEET TO THE NORTHEAST CORNER OF SAID SW 1/4 OF THE NW 1/4 AND A 3/8" INCH REBAR WITH CAP "H4 0663", SAID POINT ALSO BEING ON THE WEST LINE OF DEERE CREEK SUBDIVISION PH 3 AS SHOWN ON PLAT BOOK 24A AT PAGE 604 OF THE WASHINGTON COUNTY RECORDS; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4 AND THE WEST LINES OF DEERE CREEK SUBDIVISION PH 2 AS SHOWN ON PLAT BOOK 24 AT PAGE 528 OF THE WASHINGTON COUNTY RECORDS AND SAID DEERE CREEK SUBDIVISION PH 3, 502°52'36" W A DISTANCE OF 543.30 FEET TO A POINT ON THE NORTH LINE OF DEERE CREEK SUBDIVISION PH 1 AS SHOWN ON PLAT BOOK 24 AT PAGE 450; THENCE LEAVING SAID EAST LINE OF THE SW 1/4 OF THE NW 1/4 AND SAID WEST LINES OF DEERE CREEK SUBDIVISION PH 2 AND 3 AND ALONG SAID NORTH LINE OF DEERE CREEK SUBDIVISION PH 1, BEARING T 128°54'00" E A DISTANCE OF 964.14 FEET TO AN IRON PIN WITH CAP "BUESCHER"; THENCE LEAVING SAID NORTH LINE, BEARING S 89°43'00" W A DISTANCE OF 284.01 FEET; THENCE NORTH 71°14'00" W A DISTANCE OF 204.00 FEET TO THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4; THENCE ALONG SAID WEST LINE, BEARING S 89°43'00" W A DISTANCE OF 373.85 FEET TO THE POINT OF BEGINNING, CONTAINING 14.286 ACRES (BEARING SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF NORTH MAIN STREET ON THE WEST SIDE, HEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

### CERTIFICATE OF ACCURACY OF SURVEY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

DATE: \_\_\_\_\_ SURVEYOR: FOR MARYAM  
JAMES S. AUNSPAUGH, AR P.S. 1374



VICINITY MAP  
N.T.S.

### NOTES:

1. 1/2" REBAR WITH CAP "PS 1374" SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
2. PRIVATE FIRE ACCESS DRIVE TO BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
3. NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.
4. ALL SIDEWALKS ARE 5' OR 6' UNLESS OTHERWISE NOTED AND SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT WILL BE FOR UNBIDABLE LOTS.
5. ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6' FROM THE SIDE PROPERTY LINE.
6. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6,800 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/BILED BY THE CITY.
7. LOTS 1 AND 54 SHALL NOT HAVE ACCESS TO 56TH STREET.
8. LOTS 29 AND 30 SHALL NOT HAVE ACCESS TO THE PRIVATE DRIVE LOCATED TO THE SOUTH AND WEST.
9. DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE POA.
10. MONUMENT SIGN EASEMENTS MUST BE AT LEAST 10' AWAY FROM WATER AND SEWER FACILITIES.

### TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN ON THE PLAT. THE UNDERSIGNED CERTIFY THAT THE PLATING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

OWNER / DEVELOPER: D.R. HORTON - NW ARKANSAS, LLC  
5502 W WALSH LN  
ROGERS, AR 72758

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RESOLUTION: RESOLVED THAT D.R. HORTON - NW ARKANSAS, LLC, HEREBY AUTHORIZES \_\_\_\_\_ TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS FINAL PLAT.

CERTIFICATE: WE, D.R. HORTON - NW ARKANSAS, LLC, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

### CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE DUTIES OF RESPONSIBILITY SHOWN BELOW.

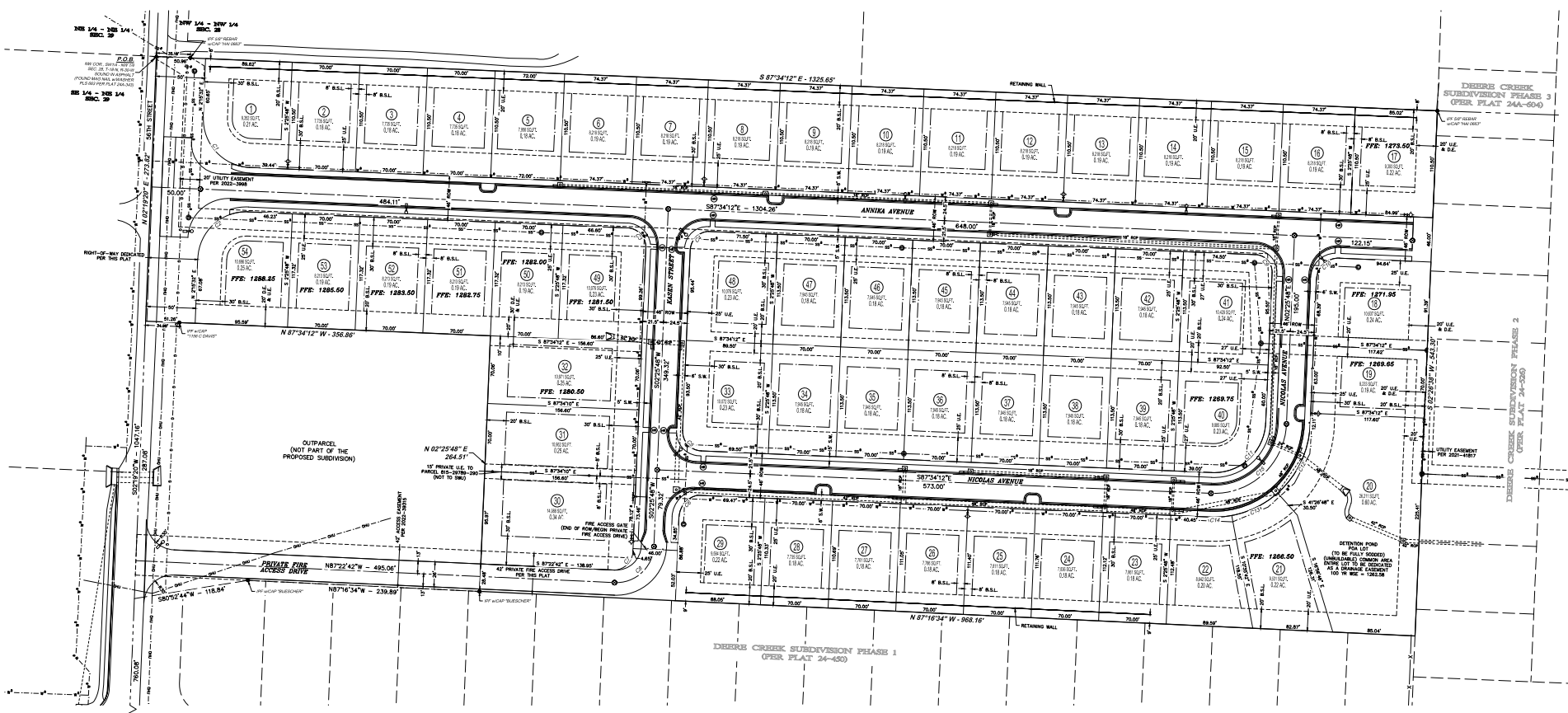
|                           | DATE  | SIGNATURE                                |
|---------------------------|-------|--|
| ACCEPTANCE OF DEDICATIONS | _____ | CITY CLERK                               |
|                           | _____ | MAYOR                                    |
| COMMISSION                | _____ | SECRETARY, PLANNING                      |
|                           | _____ | CHAIRMAN, PLANNING COMMISSION            |
| APPROVAL FOR RECORDING    | _____ | DIRECTOR, COMMUNITY DEVELOPMENT DIVISION |
| WATER AND SEWER           | _____ | ENGINEER SPRINGDALE WATER UTILITIES      |
| STREETS AND DRAINAGE      | _____ | DIRECTOR, ENGINEERING                    |

BY  
ENGINEERING SERVICES INC.



CONSULTING ENGINEERS  
SPRINGDALE, ARKANSAS  
PHONE: 479-751-8733  
FAX: 479-751-8746  
WWW.ENGINEERINGSERVICES.COM

SHEET 1 of 2  
PLAT CODE: 500-16N-30W-0-28-430-72-1374



DEERE CREEK SUBDIVISION PHASE 3  
OPER. PLAT 24A-604

DEERE CREEK SUBDIVISION PHASE 2  
OPER. PLAT 24-603

DEERE CREEK SUBDIVISION PHASE 1  
OPER. PLAT 24-600

**SURVEY DESCRIPTION**  
PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 28, SAID POINT BEING IN NORTH 96th STREET, THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF THE NW 1/4, DISTANCE OF 1304.20 FEET TO THE NORTHEAST CORNER OF SAID SW 1/4 OF THE NW 1/4 AND A 5/8" IRON REBAR WITH CAP 141 000, SAID POINT ALSO BEING ON THE WEST LINE OF DEERE CREEK SUBDIVISION PH 3 AS SHOWN ON PLAT BOOK 244 AT PAGE 608 OF THE WASHINGTON COUNTY RECORDS, THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4 AND THE WEST LINE OF DEERE CREEK SUBDIVISION PH 2 AS SHOWN ON PLAT BOOK 24 AT PAGE 538 OF THE WASHINGTON COUNTY RECORDS AND SAID DEERE CREEK SUBDIVISION PH 1, DISTANCE OF 343.00 FEET TO A POINT ON THE NORTH LINE OF DEERE CREEK SUBDIVISION PH 1 AS SHOWN ON PLAT BOOK 24 AT PAGE 400, THENCE LEAVING SAID EAST LINE OF THE SW 1/4 OF THE NW 1/4 AND SAID WEST LINE OF DEERE CREEK SUBDIVISION PH 2 AND 3 AND ALONG SAID NORTH LINE OF DEERE CREEK SUBDIVISION PH 1, DISTANCE OF 964.18 FEET TO AN IRON PIN WITH CAP 1400000, THENCE LEAVING SAID NORTH LINE, DISTANCE OF 284.51 FEET, THENCE S87°34'12" W A DISTANCE OF 284.51 FEET TO THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4, THENCE ALONG SAID WEST LINE, DISTANCE OF 27.84 FEET TO THE POINT OF BEGINNING, CONTAINING 14.268 ACRES (621.414 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF NORTH 96th STREET ON THE WEST SIDE THEREOF, AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

**OWNER/DEVELOPER:**  
D.R. HORTON - NW ARKANSAS, LLC  
3002 W WALSH LANE  
ROCKERS, MO 67278

**ENGINEER/SURVEYOR:**  
ENGINEERING SERVICES, INC.  
1207 S. OLD MISSOURI RD.  
SPRINGDALE, AR 72762

**EXISTING ZONING:**  
SP-2 (LOW-DENSITY SINGLE-FAMILY)

**SETBACKS:**  
FRONT SETBACK = 30'  
SIDE SETBACK = 8'  
(SUBJECT TO APPLICABLE FIRE AND BUILDING CODES)  
REAR SETBACK = 20'

**LOTS:**  
54

**Curve Table**

| Curve # | Length | Radius | Chord Length | Chord Bearing |
|---------|--------|--------|--------------|---------------|
| 01      | 78.37  | 618.00 | 77.80        | S49°29'07"W   |
| 02      | 84.37  | 618.00 | 83.80        | S49°29'07"W   |
| 03      | 28.57  | 26.00  | 28.40        | S49°29'12"E   |
| 04      | 27.84  | 26.00  | 27.67        | S49°29'12"E   |
| 05      | 1.47   | 618.00 | 1.46         | S49°29'07"W   |
| 06      | 31.68  | 618.00 | 31.47        | S49°29'12"E   |
| 07      | 27.84  | 618.00 | 27.67        | S49°29'07"W   |
| 08      | 41.87  | 618.00 | 41.60        | S49°29'07"W   |
| 09      | 28.57  | 26.00  | 28.40        | S49°29'12"E   |
| 10      | 27.84  | 26.00  | 27.67        | S49°29'12"E   |
| 11      | 1.47   | 618.00 | 1.46         | S49°29'07"W   |
| 12      | 17.14  | 618.00 | 17.00        | S49°29'07"W   |
| 13      | 17.14  | 618.00 | 17.00        | S49°29'07"W   |
| 14      | 17.14  | 618.00 | 17.00        | S49°29'07"W   |

**LEGEND**

|     |                                |        |                              |
|-----|--------------------------------|--------|------------------------------|
| --- | PROPERTY LINE                  | P.O.C. | POINT OF COMMENCEMENT        |
| --- | SECTION LINE                   | P.O.B. | POINT OF BEGINNING           |
| --- | ADJACENT OWNER                 | ●      | FOUND MONUMENT (AS NOTED)    |
| --- | RIGHT-OF-WAY                   | ○      | SET TACK MARK                |
| --- | BUILDING SETBACK LINE (B.S.L.) | ○      | FOUND COTTON PICKER SPRIGGLE |
| --- | CENTRELINE OF ROAD             | ○      | COMPUTED POINT               |
| --- | EASEMENT (AS NOTED)            | ○      | TRANSPIRE EMBLEM             |
| --- | SEWER EASEMENT (D.E.)          | ○      | SANITARY SEWER MANHOLE       |
| --- | UTILITY EASEMENT (U.E.)        | ○      | POWER POLE                   |
| --- | FRONT YARD                     | ○      | LIGHT POLE                   |
| --- | OVERHEAD UTILITIES             | ○      | FIRE HYDRANT                 |
| --- | SANITARY SEWER LINE            | ○      | STORM BOX                    |
| --- | WATER LINE                     | ○      | ROP                          |
| --- | GAZELINE                       | ○      | REINFORCED CONCRETE PIPE     |
| --- | CURB AND GUTTER                | ○      | MANHOLE COVER                |
| --- | STORM PIPE                     |        |                              |

PLAT CODE: 600-18N-30W-0-28-430-72-1374

| REVISION | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |

**FINAL PLAT OF**  
**NOAH'S LANDING**  
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=50' DATE: August 6, 2025 DRAWN BY: KMD

**ENGINEERING SERVICES, INCORPORATED**  
SPRINGDALE, ARKANSAS

W.O.# 21911 SHEET 2/2





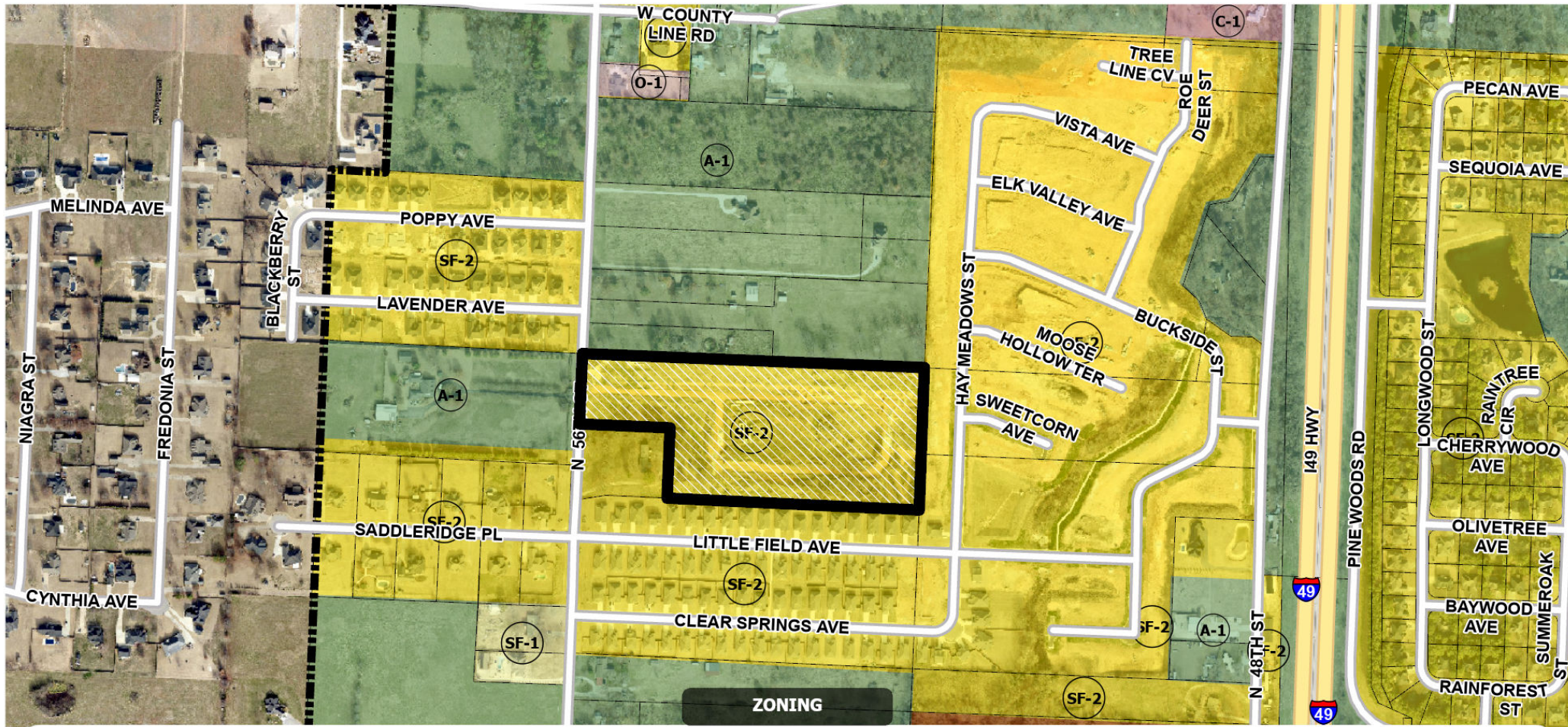
AERIAL; 2024

City Council Meeting  
August 12, 2025





PROJECT: FP25-07  
APPLICANT: DR Horton, NW Arkansas, LLC  
LOCATION: N. 56th Street  
REQUEST: Final Plat for Noah's Landing





**ZONING**

City Council Meeting  
 August 12, 2025

0 600 1200  
 Feet

PROJECT: FP25-07  
 APPLICANT: DR Horton, NW Arkansas, LLC  
 LOCATION: N. 56th Street  
 REQUEST: Final Plat for Noah's Landing





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

**AN ORDINANCE ACCEPTING THE REPLAT (RP25-06) OF CHURCHILL CRESCENT, PHASE II, LOTS 1 & 2 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.**

**BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:**

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

**LOTS ONE (1) AND TWO (2), CHURCHILL CRESCENT, PHASE II, A SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 23A AT PAGE 54 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE N87°13'16"W 43.72' TO AN EXISTING REBAR, THENCE N85°33'01"W 30.73', THENCE N89°54'40"W 61.37', THENCE N88°28'29"W 54.63', THENCE N88°24'36"W 59.55', THENCE N88°35'09"W 49.92', THENCE N87°31'31"W 63.59', THENCE N88°07'55"W 30.38', THENCE S88°54'36"W 53.47', THENCE N03°58'48"E 68.95' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1715.92' FOR A CHORD BEARING AND DISTANCE OF N62°11'45"E 203.47', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1715.92' FOR A CHORD BEARING AND DISTANCE OF N55°20'29"E 203.50' TO AN EXISTING REBAR, THENCE N87°23'12"E 112.55', THENCE S03°23'05"W 296.73' TO THE POINT OF BEGINNING, CONTAINING 2.04 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the replat (RP25-06) of Churchill Crescent, Phase II, Lots 1 & 2 to the City of Springdale, Arkansas as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**ATTEST:**

\_\_\_\_\_  
Sabra Jeffus, City Clerk/Treasurer

**APPROVED AS TO FORM:**

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

# REPLAT OF LOTS 1 & 2, CHURCHILL CRESCENT PHASE II

## CITY OF SPRINGDALE RP25-06

PARCEL # 815-35920-000 EXISTING WARRANTY DEED DESCRIPTION (BOOK 2025, PAGE 12569)  
 LOT ONE (1) CHURCHILL CRESCENT, PHASE II, A SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 23A AT PAGE 54 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY, SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

PARCEL # 815-35921-000 EXISTING WARRANTY DEED DESCRIPTION (BOOK 2025, PAGE 12569)  
 LOT TWO (2) CHURCHILL CRESCENT, PHASE II, A SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 23A AT PAGE 54 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY, SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

COMBINED PARCEL S #815-35920-000 & #815-35921-000 DESCRIPTION:  
 LOTS ONE (1) AND TWO (2), CHURCHILL CRESCENT, PHASE II, A SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 23A AT PAGE 54 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE N87°13'16" W 43.72' TO AN EXISTING REBAR, THENCE N85°33'01" W 30.73', THENCE N89°54'40" W 61.37', THENCE N88°28'29" W 54.63', THENCE N88°24'36" W 59.55', THENCE N88°35'09" W 49.92', THENCE N87°31'51" W 63.59', THENCE N88°07'55" W 30.38', THENCE S88°54'36" W 53.47', THENCE N03°58'48" E 68.95' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1715.92' FOR A CHORD BEARING AND DISTANCE OF N62°11'45" E 203.47', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1715.92' FOR A CHORD BEARING AND DISTANCE OF S55°20'29" W 203.50' TO AN EXISTING REBAR, THENCE N89°23'12" E 112.55', THENCE S03°23'05" W 296.73' TO THE POINT OF BEGINNING, CONTAINING 2.04 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

FLOOD CERTIFICATION:  
 A PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.  
 (FIRM PANEL #05143C0070G, DATED 1/25/2024)

PLAT NOTES:  
 1) RECORDED (R) BEARINGS AND DISTANCES ARE SHOWN PER THE FINAL PLAT OF CHURCHILL CRESCENT PHASE II (23A-54).  
 2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE-GROUND APPURTENANCES, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES, NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

4) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

TOTAL ACREAGE COMBINED  
 PARCEL #815-35920-000 (LOT 1)  
 PARCEL #815-35921-000 (LOT 2)  
 2.04 ACRES +/-

5) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE-GROUND APPURTENANCES, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES, NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

6) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

7) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

8) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

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11) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

12) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

13) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

14) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

15) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

16) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

17) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

18) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

19) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

20) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

21) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

22) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

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45) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

46) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

47) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

48) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

49) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

50) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

CERTIFICATES OF ACCEPTANCE:  
 THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 ACCEPTANCE OF DEDICATIONS: MAYOR, CITY OF SPRINGDALE \_\_\_\_\_  
 CITY CLERK \_\_\_\_\_  
 APPROVAL FOR RECORDING: DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION \_\_\_\_\_  
 COMMISSION: SECRETARY, PLANNING COMMISSION \_\_\_\_\_  
 CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_  
 WATER AND SEWER: ENGINEER, SPRINGDALE WATER UTILITIES \_\_\_\_\_  
 STREETS AND DRAINAGE: CITY ENGINEER \_\_\_\_\_

SPRINGDALE TRANSMITTAL OWNERSHIP AND ORDINANCE:  
 THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE OR LOCAL LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON \_\_\_\_\_

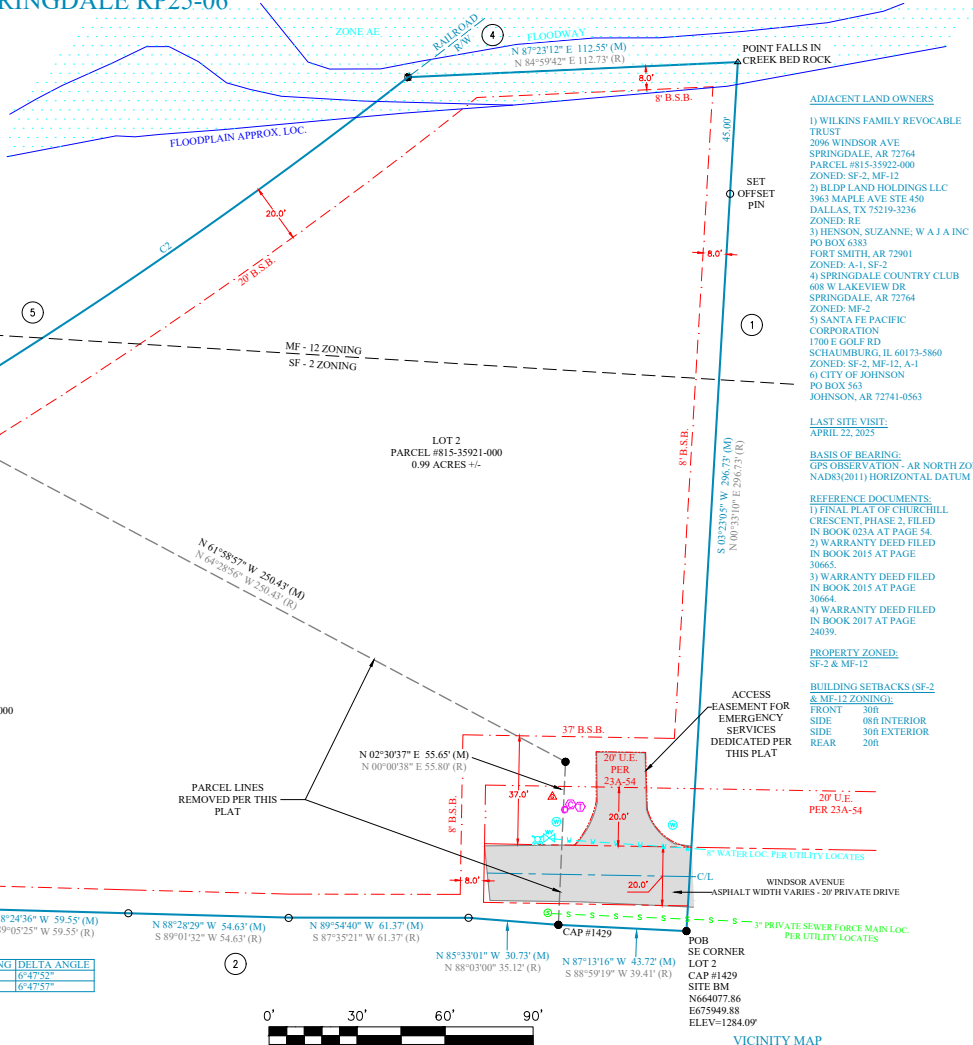
DATE: \_\_\_\_\_ DERRICK THOMAS - OWNER  
 DATE: \_\_\_\_\_ EMBRY THOMAS - OWNER  
 STATE OF ARKANSAS COUNTY OF \_\_\_\_\_  
 SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.  
 NOTARY PUBLIC \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

PROPERTY OWNERS:  
 DERRICK & EMBRY THOMAS  
 2118 WINDSOR AVENUE  
 SPRINGDALE, AR 72764  
 (BOTH PARCELS)

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|----------|------------|--------------|---------------|-------------|
| C1    | 1715.92' | 203.59'    | 203.47'      | S 62°11'45" W | 6°47'52"    |
| C2    | 1715.92' | 203.62'    | 203.50'      | S 55°20'29" W | 6°47'57"    |



DATE: 01/02/25  
 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.



- ADJACENT LAND OWNERS
- 1) WILKINS FAMILY REVOCABLE TRUST  
2096 WINDSOR AVE  
SPRINGDALE, AR 72764  
PARCEL #815-35922-000  
ZONED: SF-2, MF-12
  - 2) BLD'P LAND HOLDINGS LLC  
3983 MAPLE STE 450  
DALLAS, TX 75219-3236  
ZONED: RE
  - 3) HENSON, SUZANNE, W A J A INC  
PO BOX 6383  
FORT SMITH, AR 72901  
ZONED: A-1, SF-2
  - 4) SPRINGDALE COUNTRY CLUB  
608 W LAKEVIEW DR  
SPRINGDALE, AR 72764  
ZONED: MF-2
  - 5) SANTA FE PACIFIC CORPORATION  
1700 E GOLF RD  
SCHAUMBURG, IL 60173-5860  
ZONED: SF-2, MF-12, A-1
  - 6) CITY OF JOHNSON  
PO BOX 563  
JOHNSON, AR 72741-0563

LAST SITE VISIT:  
 APRIL 22, 2025

BASIS OF BEARING:  
 GPS OBSERVATION - AR NORTH ZONE NAD83(2011) HORIZONTAL DATUM

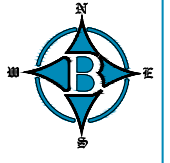
- REFERENCE DOCUMENTS:
- 1) FINAL PLAT OF CHURCHILL CRESCENT, PHASE II, FILED IN BOOK 023A AT PAGE 54.
  - 2) WARRANTY DEED FILED IN BOOK 2015 AT PAGE 30665.
  - 3) WARRANTY DEED FILED IN BOOK 2015 AT PAGE 24039.
  - 4) WARRANTY DEED FILED IN BOOK 2017 AT PAGE 24039.

PROPERTY ZONED:  
 SF-2 & MF-12

BUILDING SETBACKS (SF-2 & MF-12 ZONING):  
 FRONT 30ft  
 SIDE 08ft INTERIOR, 30ft EXTERIOR  
 REAR 20ft

- ACCESS EASEMENT FOR EMERGENCY SERVICES DEDICATED PER THIS PLAT
- PERURBANT
  - WATER VALVE
  - WATER MAIN
  - SEWER LINE
  - SEWER VALVE
  - COMPUTED POINT
  - ADJACENT PROPERTY OWNERS
  - WATER METER

RECORDING NUMBER/DATE

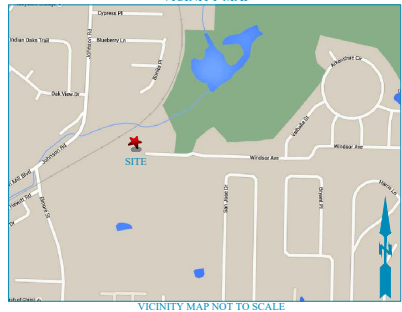


- LEGEND:
- EXISTING ASPHALT DRIVE
  - FLOODPLAIN HATCH
  - BOUNDARY LINE
  - PARCEL LINE
  - CENTRAL LINE OF ROAD
  - SEWER LINE
  - BUILDING SETBACK
  - ELECTRICAL METER
  - ADJACENT PROPERTY OWNERS
  - ACCESS EASEMENT

PROPERTY ZONED:  
 SF-2 & MF-12

BUILDING SETBACKS (SF-2 & MF-12 ZONING):  
 FRONT 30ft  
 SIDE 08ft INTERIOR, 30ft EXTERIOR  
 REAR 20ft

- ACCESS EASEMENT FOR EMERGENCY SERVICES DEDICATED PER THIS PLAT
- PERURBANT
  - WATER VALVE
  - WATER MAIN
  - SEWER LINE
  - SEWER VALVE
  - COMPUTED POINT
  - ADJACENT PROPERTY OWNERS
  - WATER METER



**BAUER**  
 Engineers - Surveyors

728 S. Pleasant Ridge Dr. Fayetteville, Arkansas 72704-4754, 859

DATE: 07/02/25  
 SCALE: 1"=90'  
 SHEETED (DRAFT): 1 OF 2  
 PROJECT: REBAR FOR LOTS 1 & 2, CHURCHILL CRESCENT PHASE II

FOR USE AND BENEFIT OF:  
 DERRICK & EMBRY THOMAS  
 SPRINGDALE, ARKANSAS

DRAWING# 16-025 2025

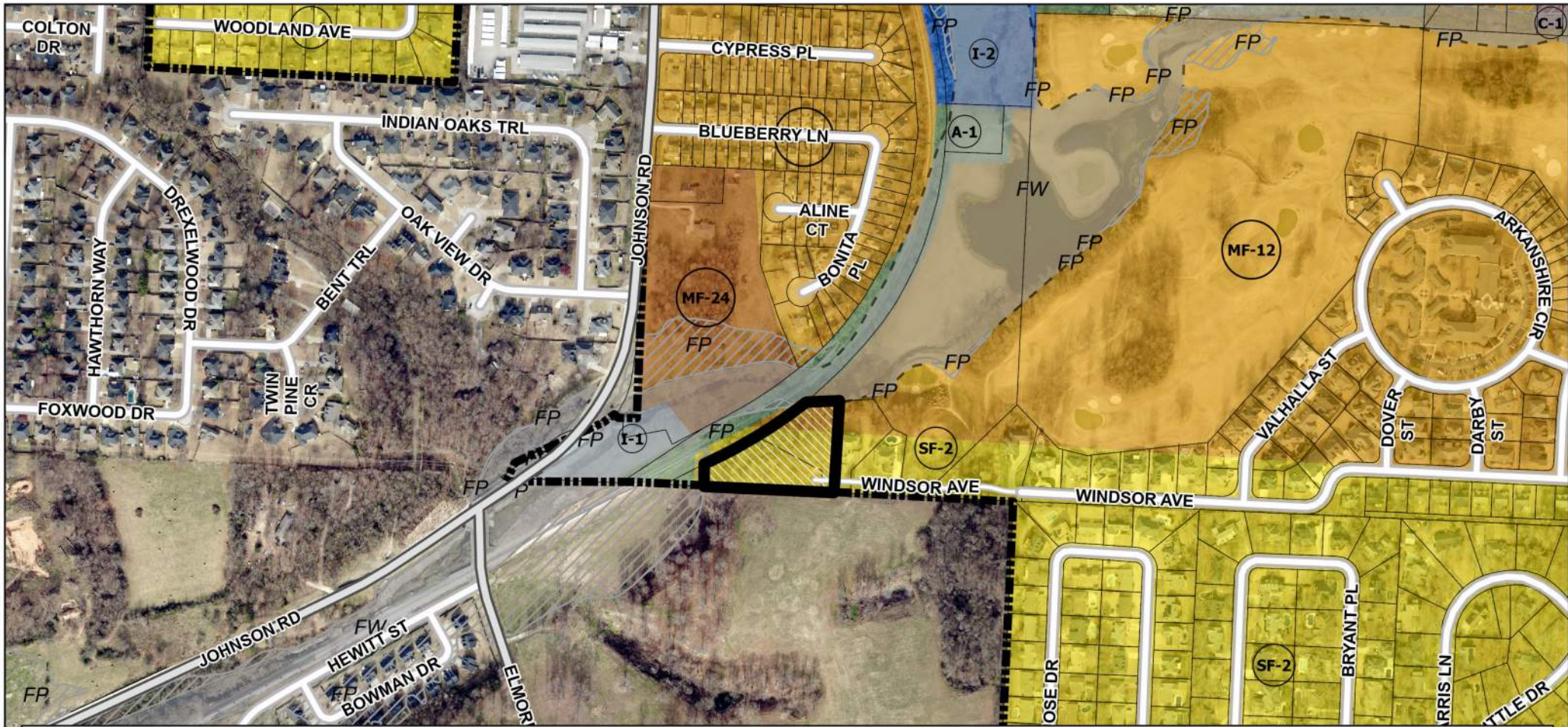


City Council Meeting  
August 12, 2025



PROJECT: RP25-06  
APPLICANT: Bates and Associates  
LOCATION: 2118 & 2134 Windsor Avenue  
REQUEST: Replat of Churchill Crescent Phase II, Lots 1 & 2





City Council Meeting  
August 12, 2025



PROJECT: RP25-06  
 APPLICANT: Bates and Associates  
 LOCATION: 2118 & 2134 Windsor Avenue  
 REQUEST: Replat of Churchill Crescent Phase II, Lots 1 & 2



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

**A RESOLUTION APPROVING A WAIVER (W25-28) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO 4557 WEST SEATON, LLC IN CONNECTION WITH N25-22, A NON-LARGE-SCALE DEVELOPMENT**

**WHEREAS**, Ordinance #3047 provides for the waiver (W25-28) 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 (W25-28) of street improvements to West Seaton Drive including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC, 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 West Seaton Drive including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC.

**Option 2: Denies** a waiver of street improvements to West Seaton Drive including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC.

**Option 3: Approves** payment in lieu of improvements to West Seaton Drive in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to West Seaton Drive including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with N25-22, a Non-Large-Scale Development for 4557 West Seaton, LLC

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

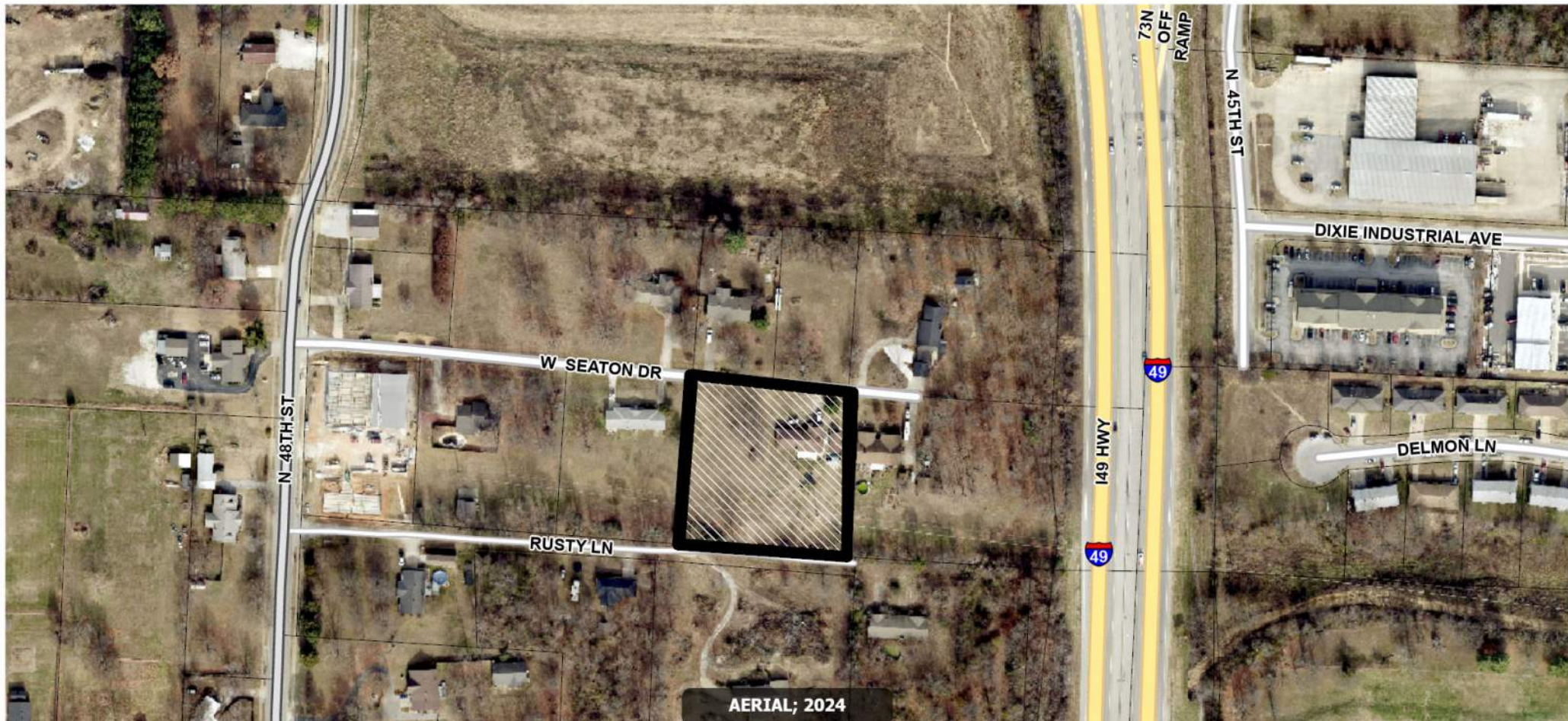
\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

\_\_\_\_\_  
Sabra Jeffus, City Clerk/Treasurer

**APPROVED AS TO FORM:**

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



AERIAL; 2024

City Council Meeting  
August 12, 2025



PROJECT: W25-28  
APPLICANT: 4557 W. Seaton LLC  
LOCATION: 4557 Seaton Drive  
REQUEST: Waiver of Street Improvements, Sidewalk



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

**A RESOLUTION TO WAIVE COMPETITIVE  
BIDDING AND TO APPROPRIATE FUNDS FOR  
A PUBLIC WORKS VEHICLE**

**WHEREAS**, the Springdale Public Works Department is in need of a new bulky waste truck, and

**WHEREAS**, the current 2012 model truck is 13 years old and in need of replacement, and

**WHEREAS**, this vehicle is available on a buy-board with a 29.26% discount, and

**WHEREAS**, the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

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

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

**Section 1.** This Council finds that due to the specific needs of the Public Works Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$249,000.

**Section 2.** There is hereby appropriated up to \$249,000 of funds from the Unrestricted General Fund.

**PASSED AND APPROVED** this 12th day of August, 2025

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, City Clerk


APPROVED AS TO FORM

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



**SPRINGDALE™**  
WE'RE MAKING IT HAPPEN

# DEPARTMENT FUNDING REQUEST

|  |  |                           |
|--|--|---------------------------|
| Department:<br><i>Public Works</i>   |  | Date:<br><i>7-10-2025</i> |
| Point of Contact:<br><i>James Smith</i>  | Amount Requested:<br><i>\$247,256.00</i>   |                           |
| Date to be Presented to Committee: _____/_____/20____  |  |                           |
| Brief Description of Funding Request:<br><i>Brush Dump Truck</i>                                     |  |                           |
| Funding Source: (General Fund, Special Fund, etc.)   |  |                           |
| <b>IS IT BUDGETED?</b>   |  |                           |
| <b>YES <input type="checkbox"/></b>  | <b>NO <input type="checkbox"/></b>   |                           |
| \$0 - \$34,999<br>No Council approval needed   | <input type="checkbox"/> \$0 - \$4,999   |                           |
| Request to waive bidding?<br><input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source | <input type="checkbox"/> \$5,000 - \$34,999<br>Requires 3 Quotes                                     |                           |
| Signature:<br>    | <input type="checkbox"/> \$35,000+ Requires Bid  |                           |
| Please attach supplemental information   | Request to waive bidding?<br><input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source |                           |



**Doggett Freightliner of Arkansas, LLC**  
**2675 W SUNSET AVE**  
**SPRINGDALE AR 72762**  
**(479) 751-4551**

**Purchase Agreement**

Contract Date: 07/31/2025  
 Deal #: DE-12368  
 Customer #: 123713  
 Salesperson: Calvin Landis

Bill To: **123713**  
**CITY OF SPRINGDALE PUBLIC WORKS**  
 269 E. RANDALL WOBBE LN  
 SPRINGDALE AR 72764  
 P:(479) 750-8135 | F:(479) 750-8504

Ship To:  
**CITY OF SPRINGDALE PUBLIC WORKS**  
 269 E. RANDALL WOBBE LN  
 SPRINGDALE, AR 72764

|                   |  |                  |                     |
|-------------------|--|------------------|---------------------|
| <b>Stock#:</b>    | <b>New 2026 FREIGHTLINER M2106</b>         | <b>Price:</b>    | <b>\$104,296.00</b> |
| <b>Body Type:</b> | <b>cab and chassis</b>                     | <b>Color:</b>    | <b>white</b>        |
| <b>VIN:</b>       | <b>Palfinger M100L72 Bulk Waste Loader</b> |                  |                     |
|                   |  | <b>Per Unit:</b> | <u>\$142,960.00</u> |
|                   |  |                  | <b>\$247,256.00</b> |
|                   |  | <b>DOC Fee</b>   | <u>\$300.00</u>     |
|                   |  | <b>Total</b>     | <b>\$247,556.00</b> |

Sourcewell Number: Daimler Truck North America 032824-DAI  
 Sourcewell Discount: 29.26% (or \$43,072.10)  
 List Price: \$147,368.10  
 Contract Price: \$104,296.00

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

\_\_\_\_\_  
 Purchaser's Signature Date **Calvin Landis**  
 Sales Representative

\_\_\_\_\_  
 Co-Purchaser's Signature Date \_\_\_\_\_  
 Manager's Signature Date

**PURCHASE AGREEMENT:**

**ADDITIONAL TERMS AND CONDITIONS**

**READ CAREFULLY AS THESE TERMS CONTAINS INDEMNIFICATION REQUIREMENTS AND LIMITATIONS OF LIABILITY**

- As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) Manufacturer shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer the Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally the Dealer does not manufacture motor vehicles and that certain contractual relationships exist between Dealer and Manufacturer with respect to new motor vehicles.
- These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.
- Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchase completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Order.
- Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type orders hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. **Purchaser waives all other claims for any damages resulting from a manufacturer's change in pricing and/or a related cancellation.**
- If a used motor vehicle(s) which has been traded in as a part of the consideration for the motor vehicle ordered hereunder (such traded vehicle being a ("Trade In(s)"), is not to be delivered to Dealer until delivery to Purchaser of such Purchased Unit(s), the Trade In(s) shall be reappraised at that time and such reappraised value shall determine the allowance to be made for such Trade In(s). If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel only the trade; however, Purchaser shall nevertheless remain fully liable for the purchase of the Purchased Unit(s). Additionally, Dealer shall not be obligated to accept any Trade In(s) from Purchaser which are not reflected on this Order. In the event that Purchase offers Trade Ins not reflected on this Order, Dealer shall have no obligation whatsoever to accept any such Trade Ins and Purchaser shall remain fully responsible for all obligations of Purchaser as set forth in this Order.
- Purchaser agrees to deliver evidence satisfactory to Dealer of title to any Trade In(s) as a part of the consideration for the Purchased Unit(s) ordered hereunder in advance but in no case later than the time of delivery of such Trade In(s) to Dealer. Purchaser warrants any such Trade In(s) to be owned wholly by Purchaser free and clear of all liens and encumbrances except as otherwise noted herein and deemed acceptable by Dealer. Purchaser further warrants that for any Trade In, the Exhaust Emission System or any of its components have not been deleted, removed, or altered in any way from its factory-built state and that each Trade In will meet the emission standard in place as of the manufacture date. Purchaser understands that Dealer is relying on Purchaser's statement as a material representation, and thus Purchaser hereby agrees to indemnify, defend and hold harmless Dealer from all damages, expenses, fees and costs (including attorney's fees) that Dealer incurs in the event that this representation is inaccurate or untrue.
- Unless this Order has been cancelled by Purchaser in accordance with the terms of this Agreement, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the Purchased Unit(s) ordered in accordance with the terms herein, to seek all remedies provided to Dealer by law (including specific performance), in addition to Dealer's attorneys' fees and costs and expert fees. In addition, Dealer may assess Purchaser a restocking fee of twenty percent (20%) of the Purchased Unit(s) sales price which shall be due immediately. Additionally, in the event a Trade In(s) has been delivered to Dealer, such Trade In(s) may be sold by Dealer, and the proceeds of any such sale may then be used to reimburse Dealer for any payments due to Dealer (or any damages incurred by Dealer if applicable).
- Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or an similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's order. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have the option, but no obligation to Purchaser, to make the same or any similar change in any motor vehicle, chassis accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- Dealer shall not be liable for failure to deliver or for any delay in delivering the Purchased Unit(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer and which is not due solely to the willful misconduct of Dealer. Any such delays not caused solely by Dealer's willful misconduct shall affect a corresponding extension in Dealer's performance dates which are, in any event, understood to be approximate. If acts or omissions of Purchaser delay Dealer's performance, Purchaser shall reimburse Dealer for any increased costs or expenses resulting therefrom and extend the time of performance.
- PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR ANY DAMAGES RELATED TO: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME REPLACEMENT OR RENTAL VEHICLES, LOGGING, OR ANY OTHER INCIDENTAL, RESERVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR LATI PERFORMANCE OR FAILURE TO PERFORM WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. ADDITIONALLY, notwithstanding any other provision to the contrary, IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S) REGARDLESS OF LEGAL THEORY UPON WHICH DEALER'S ALLEGED LIABILITY IS BASED (WHETHER SOUNDING IN TORT, CONTRACT, OF OTHERWISE).**
- Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-read; work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.
- The price for the Purchased Unit(s) specified on the face of this agreement does not include federal excise taxes, sales taxes, use taxes, or occupational taxes based on sales volume (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use, or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Dealer will accept a valid sales or use tax exemption certificate from Purchaser; however, if a previously accepted sales or use tax exemption certificate is ultimately disallowed by the applicable taxing agency for any reason, Purchaser agrees to immediately reimburse Dealer for any resulting taxes, penalties, and interest incurred by Dealer. Purchaser shall obtain and pay all permits, licenses and official inspections required other than those required to be obtained in the name of Dealer.
- Purchaser grants Dealer a purchase money security interest in the Purchased Unit(s) as security for Purchase's obligation to pay the purchase price, and Purchaser agrees to execute a financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute a required document, **Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the name on Purchaser's behalf and in Purchaser's stead.**
- In the event Purchaser seeks to obtain financing to acquire a vehicle named on this Order, Purchaser represents that all statements made in the Purchaser's credit application, finance contracts and information provided to Dealer and/or to the finance company are true and correct. Any misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement and Dealer shall be entitled to any damages incurred as a result. Should Purchaser or any finance company fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. In the event of a misrepresentation by Purchaser or the full purchase price has not been tendered to Dealer in a prompt manner, Purchaser agrees to immediately return the vehicle and to reimburse Dealer for all costs and expenses incurred by Dealer as a result, including any mileage and/or restocking charge. Purchaser agrees to fully indemnify Dealer for any damages incurred by Dealer as a result of an misrepresentations or omissions made by Purchaser.
- There are no warranties, expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis and as provided exclusively by the Manufacturer. The printed new vehicle warranty issued by Manufacturer (and not Dealer) delivered to Purchaser with such vehicle or chassis is the only warrant applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty and not by Dealer.
- Any used motor vehicle sold to Purchaser by Dealer must be inspected and investigated by Purchaser as all such sales are deemed "AS IS" and "WITH ALL FAULTS" at the time of delivery by Dealer without any guarantee or warranty of any nature, expressed or implied (including no warranty that the odometer reading on the Purchased Unit(s) represents the actual mileage traveled) or any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or a separate writing furnished to Purchaser by Dealer. Purchaser agrees that Dealer has made no representation and that Purchaser has not relied on any representations made by Dealer, but rather relying on its own investigation and inspection of the Purchased Unit(s).
- The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions payment indicated on the front of this Order.
- Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative, notwithstanding any delays. If any provision or part of a provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable. BUT the Parties agree that the remaining part of the provision and the remainder of the Order shall continue to be binding and enforceable.
- No Broker; Manufacturer Incentives. If at any time Dealer determines that Purchaser intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer's incentives are intended to be used for retail customers at the location as identified by the Purchaser in this Order. Purchaser represents that it will register the Purchased Unit(s) with its state motor vehicle department and is not purchasing the Purchased Units with the intent to resale same, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that a paid.
- This contract shall be governed by the laws of the State of Texas. Both Parties agree to present the other Party with notice of any claim relating to this Order at least five (5) business days before filing a petition or complaint relating thereto (in addition to any other applicable notice periods required by statute), during which time the Parties agree to negotiate in good faith to resolve their disputes. If the negotiations fail, the Parties hereby waive the right to trial by jury and agree to a trial by judge. The Parties agree that the mandatory venue for dispute resolution is the state courts of Harris County, Texas unless otherwise required by law. Purchaser agrees it will bring any cause of action within one (1) year of the date of that causes' accrual, and that any causes of action or claims outside of that period are waived. The prevailing party in any disputes shall be entitled to recover reasonable attorney fees and expenses.

PURCHASER ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREED TO.

PURCHASER'S SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_

LA Updated 11/15 **Page 31**

**RESOLUTION NO.**

**A RESOLUTION AMENDING THE 2025  
BUDGET OF THE CITY OF SPRINGDALE  
POLICE DEPARTMENT**

**WHEREAS**, the City of Springdale recently experienced a destructive hail storm damaging several city-owned vehicles, and

**WHEREAS**, the City of Springdale has received funds that have not been appropriated from vehicle insurance settlements, and

**WHEREAS**, the Police Chief has requested that these funds be appropriated for vehicle repairs,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that** the 2025 budget of the City of Springdale Police Department is hereby amended as follows:

| <u>Department</u> | <u>Account No.</u> | <u>Description</u>   | <u>Present<br/>Budget</u> | <u>Increase</u> | <u>Proposed<br/>Budget</u> |
|-------------------|--------------------|----------------------|---------------------------|-----------------|----------------------------|
| Police            | 1010501-421.51-11  | Vehicles Maintenance | \$175,000.00              | \$720,846.59    | \$895,846.59               |

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONSTRUCTION CONTRACT FOR DON  
TYSON PARKWAY EXTENSION  
PROJECT NO 23BPS2**

**WHEREAS**, sealed bids were received on July 8, 2025 at 2:00 p.m. for the Don Tyson Parkway Extension from Gene George Blvd to Hwy 112 and

**WHEREAS**, APAC Central, Inc. was the low responsible bidder for this project at \$6,964,142.45,

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

**Section 1.** The Mayor and City Clerk are hereby authorized to execute a contract with APAC Central, Inc. for the construction of Don Tyson Parkway Extension Improvements for \$6,964,142.45 to be paid from the 2023 Street Bond Fund and an STBGP-A grant.

**Section 2.** The Mayor is authorized to approve additional construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

**PASSED AND APPROVED** this \_\_\_\_ day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

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

July 23, 2025

City of Springdale Engineering Department  
c/o Ben Peters, PE  
201 Spring Street  
Springdale, Arkansas 72764

RE: Recommendation of Award  
Don Tyson Parkway Extension  
City 23BPS13, ArDOT Job 040717, FAP STPU-HIPU-9399(23)  
Highway 112 to Gene George Boulevard  
Springdale, AR

Mr. Peters:

Four bids were submitted for this project; following review of supporting documentation by the Arkansas Department of Transportation Local Programs Division, only one bid was deemed acceptable: APAC – Central, Inc. for \$6,964,142.45.

We recommend the City of Springdale award the contract to APAC – Central, Inc.

Very truly yours,



Jason Appel, P.E.  
Secretary / Treasurer

Enclosures:

Draft Request for Concurrence in Award (Form LPA -013)

cc Ryan Carr, PE and John Easterling, PLA (City of Springdale)  
Brandon Rush, PE and Noah Geels, EI (ESI)

Z:\Engineers\00 - Engineer Projects\16954 - DTP-56th St to Hwy 112\Correspondence\City\Peters 2025-07-23  
Recommendation of Award.docx

**BID TABULATION SUMMARY**  
**July 11, 2025**

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**Don Tyson Parkway Extension**  
City of Springdale, Arkansas  
City Project 23BPS13  
ArDot Job 040717  
F.A.P STPU-HIPU-9399(23)

Engineering Services, Inc.  
PO Box 282  
Springdale, Arkansas  
(479) 751-8733

| BIDDER                            | TOTAL BID AMOUNT      |
|-----------------------------------|-----------------------|
| Ground Zero Construction, Inc.    | <b>\$6,369,337.75</b> |
| APAC-Central, Inc.                | \$6,964,142.45        |
| Crossland Heavy Contractors, Inc. | \$7,365,647.00        |
| Emery Sapp & Sons, Inc.           | \$7,817,972.40        |

I hereby certify that this is a true and correct report of the bids received on July 8, 2025.



7/11/2025

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Brandon J. Rush, P.E.  
Engineering Services, Inc.

**BID TABULATION**  
July 11, 2025

**Don Tyson Parkway Extension**  
City of Springdale, Arkansas  
City Project 23BPS13  
ArDOT Job 040717  
F.A.P STPU-HIPU-9399(23)

Engineering Services, Inc.  
PO Box 282  
Springdale, Arkansas  
(479) 751-8733

| BID TABULATION |   |          |      |                                |                  |                    |                  |                                   |                  |                        |                  |
|----------------|---|----------|------|--------------------------------|------------------|--------------------|------------------|-----------------------------------|------------------|------------------------|------------------|
| Item No.       | Item Description                              | Quantity | Unit | Ground Zero Construction, Inc. |                  | APAC-Central, Inc. |                  | Crossland Heavy Contractors, Inc. |                  | Emery Sap & Sons, Inc. |                  |
|                |   |          |      | Unit Price                     | Total Amount Bid | Unit Price         | Total Amount Bid | Unit Price                        | Total Amount Bid | Unit Price             | Total Amount Bid |
| 1              | City of Springdale Performance & Payment Bond | 1        | LS   | \$44,232.00                    | \$44,232.00      | \$105,000.00       | \$105,000.00     | \$119,140.00                      | \$119,140.00     | \$53,045.00            | \$53,045.00      |
| 2              | Roadway Construction Control                  | 1        | LS   | \$12,000.00                    | \$12,000.00      | \$35,000.00        | \$35,000.00      | \$82,050.00                       | \$82,050.00      | \$55,435.00            | \$55,435.00      |
| 3              | Trench & Excavation Safety System             | 1        | LS   | \$2,000.00                     | \$2,000.00       | \$3,500.00         | \$3,500.00       | \$3,425.00                        | \$3,425.00       | \$16,975.00            | \$16,975.00      |
| 4              | Clearing & Grubbing                           | 1        | LS   | \$122,000.00                   | \$122,000.00     | \$310,000.00       | \$310,000.00     | \$325,675.00                      | \$325,675.00     | \$261,503.00           | \$261,503.00     |
| 5              | Undercut and Backfill                         | 19,340   | CY   | \$31.00                        | \$599,540.00     | \$17.00            | \$328,780.00     | \$32.50                           | \$628,550.00     | \$23.30                | \$450,622.00     |
| 6              | Rock Excavation                               | 250      | CY   | \$200.00                       | \$50,000.00      | \$400.00           | \$100,000.00     | \$471.00                          | \$117,750.00     | \$250.00               | \$62,500.00      |
| 7              | Unclassified Excavation                       | 20,500   | CY   | \$6.00                         | \$123,000.00     | \$4.80             | \$98,400.00      | \$5.70                            | \$116,850.00     | \$16.05                | \$329,025.00     |
| 8              | Embankment                                    | 14,200   | CY   | \$8.00                         | \$113,600.00     | \$20.00            | \$284,000.00     | \$4.32                            | \$61,344.00      | \$24.55                | \$348,610.00     |
| 9              | Haul Off                                      | 10,250   | CY   | \$10.00                        | \$102,500.00     | \$14.35            | \$147,087.50     | \$5.90                            | \$60,475.00      | \$9.70                 | \$99,425.00      |
| 10             | Subgrade Preparation                          | 29,010   | SY   | \$1.50                         | \$43,515.00      | \$2.20             | \$63,822.00      | \$2.20                            | \$63,822.00      | \$1.85                 | \$53,668.50      |
| 11             | 4" Topsoil Placement                          | 17,800   | SY   | \$4.75                         | \$84,550.00      | \$6.15             | \$109,470.00     | \$3.57                            | \$63,546.00      | \$3.90                 | \$69,420.00      |
| 12             | 18" RCP Outside Roadway                       | 1,055    | LF   | \$83.00                        | \$87,565.00      | \$72.00            | \$75,960.00      | \$87.00                           | \$91,785.00      | \$94.20                | \$99,381.00      |
| 13             | 18" RCP Within Roadway                        | 261      | LF   | \$87.00                        | \$22,707.00      | \$100.00           | \$26,100.00      | \$95.00                           | \$24,795.00      | \$103.75               | \$27,078.75      |
| 14             | 24" RCP Outside Roadway                       | 277      | LF   | \$90.00                        | \$24,930.00      | \$115.00           | \$31,855.00      | \$96.00                           | \$26,592.00      | \$113.45               | \$31,425.65      |
| 15             | 24" RCP Within Roadway                        | 44       | LF   | \$96.00                        | \$4,224.00       | \$205.00           | \$9,020.00       | \$116.00                          | \$5,104.00       | \$121.05               | \$5,326.20       |
| 16             | 30" RCP Outside Roadway                       | 992      | LF   | \$120.00                       | \$119,040.00     | \$132.00           | \$130,944.00     | \$120.00                          | \$119,040.00     | \$190.35               | \$188,827.20     |
| 17             | 30" RCP Within Roadway                        | 32       | LF   | \$125.00                       | \$4,000.00       | \$175.00           | \$5,600.00       | \$185.00                          | \$5,920.00       | \$154.60               | \$4,947.20       |
| 18             | 30" HERCP Within Roadway                      | 32       | LF   | \$165.00                       | \$5,280.00       | \$185.00           | \$5,920.00       | \$210.00                          | \$6,720.00       | \$178.00               | \$5,696.00       |
| 19             | 36" RCP Outside Roadway                       | 117      | LF   | \$170.00                       | \$19,890.00      | \$153.00           | \$17,901.00      | \$206.00                          | \$24,102.00      | \$220.00               | \$25,740.00      |
| 20             | 36" RCP Within Roadway                        | 50       | LF   | \$190.00                       | \$9,500.00       | \$177.00           | \$8,850.00       | \$264.00                          | \$13,200.00      | \$238.00               | \$11,900.00      |
| 21             | 42" RCP Outside Roadway                       | 94       | LF   | \$200.00                       | \$18,800.00      | \$159.00           | \$14,946.00      | \$281.00                          | \$26,414.00      | \$226.00               | \$21,244.00      |
| 22             | 42" RCP Within Roadway                        | 34       | LF   | \$220.00                       | \$7,480.00       | \$220.00           | \$7,480.00       | \$303.00                          | \$10,302.00      | \$260.00               | \$8,840.00       |
| 23             | 48" RCP Outside Roadway                       | 291      | LF   | \$233.00                       | \$67,803.00      | \$185.00           | \$53,835.00      | \$267.00                          | \$77,697.00      | \$317.00               | \$92,247.00      |
| 24             | 60" RCP Outside Roadway                       | 720      | LF   | \$345.00                       | \$248,400.00     | \$275.00           | \$198,000.00     | \$385.00                          | \$277,200.00     | \$411.00               | \$295,920.00     |
| 25             | 18" RCP Flared End Section                    | 2        | EA   | \$800.00                       | \$1,600.00       | \$1,550.00         | \$3,100.00       | \$2,043.00                        | \$4,086.00       | \$1,178.00             | \$2,356.00       |
| 26             | 24" RCP Flared End Section                    | 4        | EA   | \$950.00                       | \$3,800.00       | \$2,000.00         | \$8,000.00       | \$2,175.00                        | \$8,700.00       | \$1,268.00             | \$5,072.00       |
| 27             | 4' Drop Inlet Extensions                      | 70       | EA   | \$1,325.00                     | \$92,750.00      | \$1,250.00         | \$87,500.00      | \$1,560.00                        | \$109,200.00     | \$1,179.00             | \$82,530.00      |
| 28             | 4' x 4' Drop Inlet                            | 15       | EA   | \$4,950.00                     | \$74,250.00      | \$6,550.00         | \$98,250.00      | \$7,570.00                        | \$113,550.00     | \$7,240.00             | \$108,600.00     |
| 29             | 5' x 5' Drop Inlet                            | 6        | EA   | \$5,875.00                     | \$35,250.00      | \$8,400.00         | \$50,400.00      | \$8,800.00                        | \$52,800.00      | \$8,885.00             | \$53,310.00      |
| 30             | 4' x 8' Drop Inlet                            | 8        | EA   | \$7,800.00                     | \$62,400.00      | \$14,000.00        | \$112,000.00     | \$14,675.00                       | \$117,400.00     | \$14,595.00            | \$116,760.00     |
| 31             | 4' x 4' Junction Box                          | 1        | EA   | \$4,600.00                     | \$4,600.00       | \$9,300.00         | \$9,300.00       | \$8,560.00                        | \$8,560.00       | \$7,300.00             | \$7,300.00       |
| 32             | 5' x 5' Junction Box                          | 2        | EA   | \$5,500.00                     | \$11,000.00      | \$8,250.00         | \$16,500.00      | \$10,170.00                       | \$20,340.00      | \$8,625.00             | \$17,250.00      |
| 33             | Drop inlet 19                                 | 1        | LS   | \$20,750.00                    | \$20,750.00      | \$33,000.00        | \$33,000.00      | \$20,680.00                       | \$20,680.00      | \$25,000.00            | \$25,000.00      |
| 34             | Drop inlet 27                                 | 1        | LS   | \$12,100.00                    | \$12,100.00      | \$19,000.00        | \$19,000.00      | \$18,630.00                       | \$18,630.00      | \$15,500.00            | \$15,500.00      |
| 35             | Drop inlet 28                                 | 1        | LS   | \$12,400.00                    | \$12,400.00      | \$19,000.00        | \$19,000.00      | \$18,215.00                       | \$18,215.00      | \$15,300.00            | \$15,300.00      |
| 36             | Area inlet 30                                 | 1        | LS   | \$6,400.00                     | \$6,400.00       | \$7,250.00         | \$7,250.00       | \$14,620.00                       | \$14,620.00      | \$10,475.00            | \$10,475.00      |
| 37             | Area inlet 36                                 | 1        | LS   | \$9,100.00                     | \$9,100.00       | \$10,250.00        | \$10,250.00      | \$13,280.00                       | \$13,280.00      | \$9,800.00             | \$9,800.00       |
| 38             | Junction Box 2                                | 1        | LS   | \$18,750.00                    | \$18,750.00      | \$27,000.00        | \$27,000.00      | \$25,865.00                       | \$25,865.00      | \$23,500.00            | \$23,500.00      |
| 39             | Junction Box 55                               | 1        | LS   | \$9,800.00                     | \$9,800.00       | \$10,000.00        | \$10,000.00      | \$14,360.00                       | \$14,360.00      | \$11,100.00            | \$11,100.00      |
| 40             | Junction Box 60                               | 1        | LS   | \$10,700.00                    | \$10,700.00      | \$10,750.00        | \$10,750.00      | \$15,165.00                       | \$15,165.00      | \$12,250.00            | \$12,250.00      |
| 41             | 8' x 6' Precast Concrete Box Culvert          | 101      | LF   | \$835.00                       | \$84,335.00      | \$880.00           | \$88,880.00      | \$1,030.00                        | \$104,030.00     | \$1,025.00             | \$103,525.00     |
| 42             | 6' x 5' Precast Concrete Box Culvert          | 352      | LF   | \$625.00                       | \$220,000.00     | \$575.00           | \$202,400.00     | \$810.00                          | \$285,120.00     | \$1,212.00             | \$426,624.00     |

**BID TABULATION**  
July 11, 2025

**Don Tyson Parkway Extension**  
City of Springdale, Arkansas  
City Project 23BPS13  
ArDOT Job 040717  
F.A.P STPU-HIPU-9399(23)

Engineering Services, Inc.  
PO Box 282  
Springdale, Arkansas  
(479) 751-8733

| BID TABULATION |  |          |      |                                |                  |                    |                  |                                   |                  |                        |                  |
|----------------|--|----------|------|--------------------------------|------------------|--------------------|------------------|-----------------------------------|------------------|------------------------|------------------|
| Item No.       | Item Description                                   | Quantity | Unit | Ground Zero Construction, Inc. |                  | APAC-Central, Inc. |                  | Crossland Heavy Contractors, Inc. |                  | Emery Sap & Sons, Inc. |                  |
|                |  |          |      | Unit Price                     | Total Amount Bid | Unit Price         | Total Amount Bid | Unit Price                        | Total Amount Bid | Unit Price             | Total Amount Bid |
| 43             | 7' Aggregate Base Course                           | 450      | SY   | \$21.00                        | \$9,450.00       | \$20.00            | \$9,000.00       | \$14.00                           | \$6,300.00       | \$10.35                | \$4,657.50       |
| 44             | 8" Aggregate Base Course                           | 20,800   | SY   | \$16.50                        | \$343,200.00     | \$12.00            | \$249,600.00     | \$13.00                           | \$270,400.00     | \$11.70                | \$243,360.00     |
| 45             | 11" Aggregate Base Course                          | 2,150    | SY   | \$22.50                        | \$48,375.00      | \$21.00            | \$45,150.00      | \$19.25                           | \$41,387.50      | \$15.50                | \$33,325.00      |
| 46             | 2" Asphalt Concrete Hot Mix Surface Course         | 21,250   | SY   | \$20.20                        | \$429,250.00     | \$12.50            | \$265,625.00     | \$14.86                           | \$315,775.00     | \$14.15                | \$300,687.50     |
| 47             | 3" Asphalt Concrete Hot Mix Surface Course         | 2,150    | SY   | \$25.10                        | \$53,965.00      | \$19.90            | \$42,785.00      | \$23.66                           | \$50,869.00      | \$21.60                | \$46,440.00      |
| 48             | 3" Asphalt Concrete Hot Mix Binder Course (ACHMBC) | 20,800   | SY   | \$22.90                        | \$476,320.00     | \$15.25            | \$317,200.00     | \$18.13                           | \$377,104.00     | \$18.25                | \$379,600.00     |
| 49             | 4" Asphalt Concrete Hot Mix Binder Course (ACHMBC) | 450      | SY   | \$31.00                        | \$13,950.00      | \$29.10            | \$13,095.00      | \$34.60                           | \$15,570.00      | \$30.70                | \$13,815.00      |
| 50             | Concrete Curb & Gutter                             | 16,000   | LF   | \$19.50                        | \$312,000.00     | \$21.00            | \$336,000.00     | \$24.93                           | \$398,880.00     | \$21.25                | \$340,000.00     |
| 51             | 4" concrete Sidewalk                               | 2,700    | SY   | \$65.00                        | \$175,500.00     | \$135.00           | \$364,500.00     | \$83.67                           | \$225,909.00     | \$156.25               | \$421,875.00     |
| 52             | 4" Concrete Trail                                  | 4,200    | SY   | \$69.00                        | \$289,800.00     | \$80.00            | \$336,000.00     | \$80.67                           | \$338,814.00     | \$56.25                | \$236,250.00     |
| 53             | Concrete Apron                                     | 343      | SY   | \$80.00                        | \$27,440.00      | \$89.00            | \$30,527.00      | \$110.00                          | \$37,730.00      | \$240.00               | \$82,320.00      |
| 54             | Concrete Driveway                                  | 100      | SY   | \$80.00                        | \$8,000.00       | \$107.00           | \$10,700.00      | \$106.00                          | \$10,600.00      | \$240.00               | \$24,000.00      |
| 55             | Asphalt Driveway                                   | 75       | SY   | \$75.00                        | \$5,625.00       | \$84.75            | \$6,356.25       | \$101.00                          | \$7,575.00       | \$53.50                | \$4,012.50       |
| 56             | Aggregate Base Course Driveway                     | 100      | SY   | \$35.00                        | \$3,500.00       | \$42.25            | \$4,225.00       | \$16.25                           | \$1,625.00       | \$9.70                 | \$970.00         |
| 57             | Asphalt/Concrete/Gravel Driveway Removal           | 500      | SY   | \$15.00                        | \$7,500.00       | \$53.00            | \$26,500.00      | \$21.27                           | \$10,635.00      | \$5.00                 | \$2,500.00       |
| 58             | Headwall 5   | 1        | LS   | \$11,500.00                    | \$11,500.00      | \$13,500.00        | \$13,500.00      | \$16,090.00                       | \$16,090.00      | \$12,110.00            | \$12,110.00      |
| 59             | Headwall 20  | 1        | LS   | \$19,700.00                    | \$19,700.00      | \$12,750.00        | \$12,750.00      | \$12,280.00                       | \$12,280.00      | \$16,025.00            | \$16,025.00      |
| 60             | Headwall 56  | 1        | LS   | \$13,400.00                    | \$13,400.00      | \$27,000.00        | \$27,000.00      | \$37,665.00                       | \$37,665.00      | \$33,525.00            | \$33,525.00      |
| 61             | Concrete Retaining Wall                            | 300      | SF   | \$63.00                        | \$18,900.00      | \$102.25           | \$30,675.00      | \$107.00                          | \$32,100.00      | \$130.00               | \$39,000.00      |
| 62             | Concrete Collar for Storm Drain                    | 1        | EA   | \$1,700.00                     | \$1,700.00       | \$5,300.00         | \$5,300.00       | \$1,360.00                        | \$1,360.00       | \$41,510.00            | \$41,510.00      |
| 63             | Seeding  | 5        | AC   | \$2,300.00                     | \$11,500.00      | \$2,100.00         | \$10,500.00      | \$5,180.00                        | \$25,900.00      | \$2,345.00             | \$11,725.00      |
| 64             | Sodding  | 28,000   | SY   | \$5.25                         | \$147,000.00     | \$4.55             | \$127,400.00     | \$4.76                            | \$133,280.00     | \$5.05                 | \$141,400.00     |
| 65             | Additional Watering                                | 3        | MG   | \$500.00                       | \$1,500.00       | \$10.60            | \$31.80          | \$300.00                          | \$900.00         | \$11.80                | \$35.40          |
| 66             | Remove and Replace Mailboxes                       | 13       | EA   | \$375.00                       | \$4,875.00       | \$345.00           | \$4,485.00       | \$505.00                          | \$6,565.00       | \$1,300.00             | \$16,900.00      |
| 67             | 6" Striping (Thermoplastic)                        | 3,775    | LF   | \$1.45                         | \$5,473.75       | \$1.35             | \$5,096.25       | \$1.50                            | \$5,662.50       | \$1.50                 | \$5,662.50       |
| 68             | Pavement Symbols (Thermoplastic)                   | 32       | EA   | \$465.00                       | \$14,880.00      | \$425.00           | \$13,600.00      | \$475.50                          | \$15,216.00      | \$471.50               | \$15,088.00      |
| 69             | Crosswalks (Thermoplastic)                         | 425      | LF   | \$23.00                        | \$9,775.00       | \$21.25            | \$9,031.25       | \$24.00                           | \$10,200.00      | \$23.60                | \$10,030.00      |
| 70             | 12" Stop/Yield Bar (Thermoplastic)                 | 135      | LF   | \$12.00                        | \$1,620.00       | \$10.50            | \$1,417.50       | \$12.00                           | \$1,620.00       | \$11.80                | \$1,593.00       |
| 71             | Permanent Regulatory Signs                         | 37       | EA   | \$404.00                       | \$14,948.00      | \$370.00           | \$13,690.00      | \$417.00                          | \$15,429.00      | \$413.00               | \$15,281.00      |
| 72             | Erosion Control                                    | 1        | LS   | \$70,840.00                    | \$70,840.00      | \$31,500.00        | \$31,500.00      | \$64,265.00                       | \$64,265.00      | \$61,575.00            | \$61,575.00      |
| 73             | Traffic Control & Maintenance                      | 1        | LS   | \$40,500.00                    | \$40,500.00      | \$65,000.00        | \$65,000.00      | \$39,110.00                       | \$39,110.00      | \$68,700.00            | \$68,700.00      |
| 74             | Mobilization                                       | 1        | LS   | \$44,900.00                    | \$44,900.00      | \$295,000.00       | \$295,000.00     | \$169,140.00                      | \$169,140.00     | \$393,000.00           | \$393,000.00     |
| 75             | Chain Link Gates                                   | 8        | EA   | \$500.00                       | \$4,000.00       | \$624.50           | \$4,996.00       | \$300.00                          | \$2,400.00       | \$2,125.00             | \$17,000.00      |
| 76             | Chain Link Fence                                   | 1,320    | LF   | \$26.00                        | \$34,320.00      | \$42.22            | \$55,730.40      | \$38.00                           | \$50,160.00      | \$42.00                | \$55,440.00      |
| 77             | 3-Rail Wood Fence                                  | 500      | LF   | \$26.00                        | \$13,000.00      | \$39.00            | \$19,500.00      | \$35.50                           | \$17,750.00      | \$49.00                | \$24,500.00      |
| 78             | Barbed Wire Fence                                  | 3,800    | LF   | \$4.00                         | \$15,200.00      | \$7.25             | \$27,550.00      | \$15.50                           | \$58,900.00      | \$10.00                | \$38,000.00      |
| 79             | Temporary Fencing                                  | 2,000    | LF   | \$3.50                         | \$7,000.00       | \$4.25             | \$8,500.00       | \$12.00                           | \$24,000.00      | \$12.50                | \$25,000.00      |
| 80             | Tube Gate  | 48       | LF   | \$35.00                        | \$1,680.00       | \$53.00            | \$2,544.00       | \$129.00                          | \$6,192.00       | \$100.00               | \$4,800.00       |
| 81             | Cast-in-Place Tactile Panel                        | 230      | SF   | \$30.00                        | \$6,900.00       | \$100.00           | \$23,000.00      | \$27.50                           | \$6,325.00       | \$41.25                | \$9,487.50       |
| 82             | ADA Ramp Concrete                                  | 175      | SY   | \$156.00                       | \$27,300.00      | \$170.00           | \$29,750.00      | \$86.00                           | \$15,050.00      | \$92.00                | \$16,100.00      |
| 83             | Project Sign                                       | 1        | EA   | \$1,200.00                     | \$1,200.00       | \$950.00           | \$950.00         | \$1,065.00                        | \$1,065.00       | \$1,055.00             | \$1,055.00       |
| 84             | Trees  | 96       | EA   | \$540.00                       | \$51,840.00      | \$741.50           | \$71,184.00      | \$802.00                          | \$76,992.00      | \$370.00               | \$35,520.00      |

**BID TABULATION**  
July 11, 2025

**Don Tyson Parkway Extension**  
City of Springdale, Arkansas  
City Project 23BPS13  
ArDOT Job 040717  
F.A.P STPU-HIPU-9399(23)

Engineering Services, Inc.  
PO Box 282  
Springdale, Arkansas  
(479) 751-8733

| BID TABULATION    |  |          |      |                                |                       |                    |                       |                                   |                       |                        |                       |
|-------------------|--|----------|------|--------------------------------|-----------------------|--------------------|-----------------------|-----------------------------------|-----------------------|------------------------|-----------------------|
| Item No.          | Item Description   | Quantity | Unit | Ground Zero Construction, Inc. |                       | APAC-Central, Inc. |                       | Crossland Heavy Contractors, Inc. |                       | Emery Sap & Sons, Inc. |                       |
|                   |  |          |      | Unit Price                     | Total Amount Bid      | Unit Price         | Total Amount Bid      | Unit Price                        | Total Amount Bid      | Unit Price             | Total Amount Bid      |
| 85                | Landscape Maintenance Agreement  | 1        | LS   | \$9,800.00                     | \$9,800.00            | \$42,500.00        | \$42,500.00           | \$41,610.00                       | \$41,610.00           | \$5,140.00             | \$5,140.00            |
| 86                | Landscape Warrantly Agreement  | 1        | LS   | \$2,310.00                     | \$2,310.00            | \$8,000.00         | \$8,000.00            | \$8,915.00                        | \$8,915.00            | \$5,140.00             | \$5,140.00            |
| 87                | 2" Non-Metallic Conduit  | 3,700    | LF   | \$15.50                        | \$57,350.00           | \$14.30            | \$52,910.00           | \$15.75                           | \$58,275.00           | \$15.65                | \$57,905.00           |
| 88                | Concrete Pull Box  | 21       | EA   | \$1,990.00                     | \$41,790.00           | \$1,825.00         | \$38,325.00           | \$891.00                          | \$18,711.00           | \$88.50                | \$1,858.50            |
| 89                | Electrical Condujctors in Non-Metallic Conduit   | 3,700    | LF   | \$5.75                         | \$21,275.00           | \$5.20             | \$19,240.00           | \$3.00                            | \$11,100.00           | \$3.10                 | \$11,470.00           |
| 90                | Roadway Illumination Poles w/LED Luminaires  | 15       | EA   | \$22,500.00                    | \$337,500.00          | \$20,750.00        | \$311,250.00          | \$16,880.00                       | \$253,200.00          | \$16,750.00            | \$251,250.00          |
| 91                | Scourstop Matting  | 6        | SY   | \$111.00                       | \$666.00              | \$285.00           | \$1,710.00            | \$237.00                          | \$1,422.00            | \$316.50               | \$1,899.00            |
| 92                | Flexamat   | 120      | SY   | \$105.50                       | \$12,660.00           | \$100.00           | \$12,000.00           | \$240.00                          | \$28,800.00           | \$111.00               | \$13,320.00           |
| 93                | Springdale Water & Sewer Commission Maintenance Bond                                   | 1        | LS   | \$1,000.00                     | \$1,000.00            | \$2,200.00         | \$2,200.00            | \$5,525.00                        | \$5,525.00            | \$53,045.00            | \$53,045.00           |
| 94                | Springdale Water Utilities Trench Excavation & Safety                                  | 1        | LS   | \$2,000.00                     | \$2,000.00            | \$3,500.00         | \$3,500.00            | \$5,700.00                        | \$5,700.00            | \$9,930.00             | \$9,930.00            |
| 95                | Section G18 Compliance; Cut, Cap, & Abandon Existing Water Mains & Return Items to SWU | 1        | LS   | \$5,000.00                     | \$5,000.00            | \$4,000.00         | \$4,000.00            | \$31,800.00                       | \$31,800.00           | \$29,800.00            | \$29,800.00           |
| 96                | Flowable Select Trench Backfill  | 80       | LF   | \$90.00                        | \$7,200.00            | \$225.50           | \$18,040.00           | \$158.00                          | \$12,640.00           | \$68.30                | \$5,464.00            |
| 97                | Full Depth ARDOT Class 7 Base Trench Backfill  | 800      | LF   | \$39.00                        | \$31,200.00           | \$35.75            | \$28,600.00           | \$40.00                           | \$32,000.00           | \$26.60                | \$21,280.00           |
| 98                | 20" Diameter Split Steel Encasement  | 60       | LF   | \$310.00                       | \$18,600.00           | \$497.00           | \$29,820.00           | \$800.00                          | \$48,000.00           | \$273.50               | \$16,410.00           |
| 99                | 12" Ductile Iron Water Main  | 1,050    | LF   | \$132.00                       | \$138,600.00          | \$97.25            | \$102,112.50          | \$130.00                          | \$136,500.00          | \$139.00               | \$145,950.00          |
| 100               | 6" Ductile Iron Water Main   | 10       | LF   | \$90.00                        | \$900.00              | \$262.15           | \$2,621.50            | \$125.00                          | \$1,250.00            | \$144.00               | \$1,440.00            |
| 101               | Restrained Joint Cement Lined Compact Ductile Iron Fittings                            | 1,100    | LB   | \$17.50                        | \$19,250.00           | \$13.35            | \$14,685.00           | \$26.50                           | \$29,150.00           | \$28.75                | \$31,625.00           |
| 102               | 12" x 12" Tapping Sleeve & Valve   | 2        | EA   | \$11,120.00                    | \$22,240.00           | \$12,325.00        | \$24,650.00           | \$21,170.00                       | \$42,340.00           | \$6,645.00             | \$13,290.00           |
| 103               | 8" x 8" Tapping Sleeve & Valve   | 1        | EA   | \$6,900.00                     | \$6,900.00            | \$8,100.00         | \$8,100.00            | \$9,000.00                        | \$9,000.00            | \$8,500.00             | \$8,500.00            |
| 104               | 12" x 2" Tapping Saddle  | 8        | EA   | \$400.00                       | \$3,200.00            | \$2,725.00         | \$21,800.00           | \$3,050.00                        | \$24,400.00           | \$645.00               | \$5,160.00            |
| 105               | 1" Irrigation Meter  | 2        | EA   | \$2,700.00                     | \$5,400.00            | \$2,300.00         | \$4,600.00            | \$2,000.00                        | \$4,000.00            | \$3,870.00             | \$7,740.00            |
| 106               | 5/8" Water Meter   | 6        | EA   | \$2,479.00                     | \$14,874.00           | \$2,280.00         | \$13,680.00           | \$4,385.00                        | \$26,310.00           | \$1,140.00             | \$6,840.00            |
| 107               | 1" Type K Coated Copper Service Line   | 500      | LF   | \$45.00                        | \$22,500.00           | \$43.75            | \$21,875.00           | \$60.00                           | \$30,000.00           | \$32.00                | \$16,000.00           |
| 108               | 2" Schedule 40 PVC Conduit   | 245      | LF   | \$12.00                        | \$2,940.00            | \$31.80            | \$7,791.00            | \$31.00                           | \$7,595.00            | \$7.50                 | \$1,837.50            |
| 109               | 6" Fire Hydrant Assembly w/ 6" Gate Valve  | 2        | EA   | \$8,610.00                     | \$17,220.00           | \$8,200.00         | \$16,400.00           | \$8,780.00                        | \$17,560.00           | \$7,745.00             | \$15,490.00           |
| 110               | Adjust Sanitary Sewer Manhole  | 3        | EA   | \$2,700.00                     | \$8,100.00            | \$3,200.00         | \$9,600.00            | \$9,045.00                        | \$27,135.00           | \$6,925.00             | \$20,775.00           |
| 111               | Core Drill & Connect Existing Sanitary Sewer Manhole                                   | 1        | EA   | \$2,500.00                     | \$2,500.00            | \$5,500.00         | \$5,500.00            | \$1,070.00                        | \$1,070.00            | \$2,850.00             | \$2,850.00            |
| 112               | 4" PVC Sewer Service   | 270      | LF   | \$40.00                        | \$10,800.00           | \$46.25            | \$12,487.50           | \$62.00                           | \$16,740.00           | \$60.50                | \$16,335.00           |
| 113               | 12" Butterfly Valve  | 3        | EA   | \$9,530.00                     | \$28,590.00           | \$9,500.00         | \$28,500.00           | \$10,870.00                       | \$32,610.00           | \$15,045.00            | \$45,135.00           |
| 114               | 8" Gate Valve  | 1        | EA   | \$3,400.00                     | \$3,400.00            | \$3,900.00         | \$3,900.00            | \$3,965.00                        | \$3,965.00            | \$2,620.00             | \$2,620.00            |
| 115               | Tracer Wire Port   | 6        | EA   | \$220.00                       | \$1,320.00            | \$1,125.00         | \$6,750.00            | \$765.00                          | \$4,590.00            | \$595.00               | \$3,570.00            |
| 116               | Abandon Existing Septic System and Connect to Public Sewer                             | 1        | EA   | \$4,500.00                     | \$4,500.00            | \$5,300.00         | \$5,300.00            | \$7,670.00                        | \$7,670.00            | \$7,575.00             | \$7,575.00            |
| 117               | Water Well Abandonment   | 1        | EA   | \$3,200.00                     | \$3,200.00            | \$16,000.00        | \$16,000.00           | \$10,700.00                       | \$10,700.00           | \$5,895.00             | \$5,895.00            |
| 118               | 8" Ductile Iron Water Main   | 20       | LF   | \$175.00                       | \$3,500.00            | \$150.00           | \$3,000.00            | \$102.00                          | \$2,040.00            | \$112.00               | \$2,240.00            |
| 119               | 3-3" Conduits  | 490      | LF   | \$49.00                        | \$24,010.00           | \$45.00            | \$22,050.00           | \$48.00                           | \$23,520.00           | \$48.00                | \$23,520.00           |
| 120               | 4' x 5' Drop Inlet   | 4        | EA   | \$6,600.00                     | \$26,400.00           | \$13,400.00        | \$53,600.00           | \$11,035.00                       | \$44,140.00           | \$4,490.00             | \$17,960.00           |
| 121               | 4' x 7' Drop Inlet   | 1        | EA   | \$7,300.00                     | \$7,300.00            | \$20,000.00        | \$20,000.00           | \$16,940.00                       | \$16,940.00           | \$5,100.00             | \$5,100.00            |
| 122               | Street Light Meter Assembly  | 3        | EA   | \$5,825.00                     | \$17,475.00           | \$5,350.00         | \$16,050.00           | \$5,945.00                        | \$17,835.00           | \$5,895.00             | \$17,685.00           |
| <b>TOTAL BID:</b> |  |          |      |                                | <b>\$6,369,337.75</b> |                    | <b>\$6,964,142.45</b> |                                   | <b>\$7,365,647.00</b> |                        | <b>\$7,817,972.40</b> |

Yellow Denotes Correction of Math Error

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A PROFESSIONAL SERVICES AGREEMENT  
FOR ACQUISITION SERVICES FOR SUNSET AVE.  
AND POWELL STREET IMPROVEMENTS  
PROJECT**

**WHEREAS**, the City of Springdale is in need of acquisition services for the Sunset Ave and Powell Street Improvement project;

**WHEREAS**, Contract Land Staff was selected as the most qualified firm for these projects;

**WHEREAS**, the price not to exceed for professional acquisition services shall be \$487,512.

**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 enter into a professional services agreement with Contract Land Staff for acquisition services in the amount of \$487,512 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 August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, CITY CLERK

APPROVED:

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

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into August 4, 2025 as of by and between **City of Springdale, Arkansas**, ("**Client**") having its principal place of business at 201 Spring Street, Springdale, Arkansas 72764, United States, and **Contract Land Staff, LLC**, a Delaware limited liability company ("**Contractor**"), having its principal place of business at 2245 Texas Drive, Suite 200, Sugar Land, TX 77479. The Client and Contractor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

### W I T N E S S E T H:

In consideration of their mutual covenants hereunder, the Parties agree as follows:

1. Scope of Services. The Client may from time to time request that Contractor perform certain services (the "**Services**"). Each request shall be made in the form of a written "authorization letter", "work order", "proposal" or "verbal request followed up via email" (each, a "**Work Order**") that describes with particularity the Services being requested and the time for performance (Sample Work Order attached hereto as Exhibit B). The Work Order will be deemed accepted by Contractor when Contractor countersigns it or otherwise provides written confirmation of its acceptance.

2. Performance of Services. After accepting a request for Services, Contractor will perform the Services as an independent contractor. Client agrees to provide Contractor with such information, data and criteria as may be required from time to time by Contractor to perform the Services efficiently and in accordance with this Agreement.

3. Charges for Services. Charges for Services will be made in accordance with the Schedule of Rates and the Expense Reimbursement Procedures attached hereto as Exhibit C. Contractor will invoice every two weeks (at the end of each payroll period) for Services performed and payment shall be due upon receipt and payable within thirty (30) days of receipt of invoice. All invoices not paid within thirty (30) days of receipt of invoice will accrue interest at the annual rate of 12%. Contractor shall maintain such books and records as may be reasonably required to substantiate charges invoiced under this Agreement. All Fees are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Contractor's income. Exhibit C may be adjusted annually upon mutual consent of both Parties.

4. Confidential Information.

4(a) Definition. "**Confidential Information**" means any non-public Client Data and any non-public information or materials related to either party's products, current or future product or service plans, business, Clients and finances, which is either identified as confidential and proprietary at the time of disclosure or which, under the circumstances, should reasonably be expected to be confidential and proprietary. Contractor's Confidential Information also includes the terms and conditions and pricing in this Agreement.

4(b) Obligations and Exceptions. Each party agrees to maintain all Confidential Information of the other party in strict confidence, using no less than reasonable care, with the exception of that which is (a) already known to the public through no fault of such party, (b) rightfully received from a third party not in breach of an obligation of confidentiality; (c) independently developed without access to the other's Confidential Information, as shown by contemporaneous records, or (d) known by such party (without an obligation of confidentiality) at the time of disclosure, as evidenced by contemporaneous written records. Confidential Information may be disclosed as required by law or a court order or as required to protect a party's rights in a legal dispute between the parties, on the condition that the owning party is given reasonable notice by the other party of such law or order and an opportunity to attempt to preclude or limit such production. Each party agrees not to disclose any of the other party's Confidential Information to third parties except for individuals with a need to know for purposes of this Agreement who have been advised of its confidential nature and who are under confidentiality obligations at least as strict as those set forth herein.

4(c) Return of Confidential Information. Upon termination of this Agreement or earlier request, each party will deliver to the other or, at the other's direction, destroy all Confidential Information of the other party in its possession or under its control, except that it may keep and use a copy of its records solely for purposes of enforcing its rights under this Agreement.

4(d) Remedies. Each party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Paragraph 4 and that such breach is likely to cause irreparable harm; therefore, the party owning such Confidential Information shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

4(e) Duration. The parties' respective nondisclosure obligations under this Paragraph 4 shall continue for so long as this Agreement is in effect and for a period of three (3) years thereafter.

5. Cross Indemnification.

5(a) Negligence. Contractor shall indemnify and hold harmless Client and its affiliates, and the directors, officers, shareholders, employees and agents thereof, from and against liability, loss, damage and expense, including reasonable attorneys' fees and costs based on a third party claim, to the extent such liability, loss, damage or expense is directly attributable to the negligence of Contractor in performing the Services. Client shall indemnify and hold harmless Contractor and its affiliates, subcontractors and suppliers, and the directors, officers, shareholders, employees and agents thereof, from and against liability, loss, damage and expense, including reasonable attorneys' fees and costs, based on a third party claim, to the extent such liability, loss, damage or expense is directly attributable to the negligence of Client.

5(b) Indemnification Process. In the event of any claim under this Paragraph 5, either Party shall promptly advise the other in writing of any claim, which could give rise to a right of indemnification under this Paragraph 5. The indemnifying Party shall have the right to control the defense and settlement of all such claims; provided that it will not settle any claim without the

other party's prior written consent unless that settlement includes a full and final release of all claims against the indemnified Party.

6. Scope of Liability.

6(a) Exclusion of Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES, DELIVERABLES, OR THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY INCREASED OPERATING EXPENSE, LOSS OF ANTICIPATED REVENUE OR PROFIT, LOSS OF GOODWILL, LOSS OF USE OF ANY FACILITY, LOSS OF PRODUCT OR DATA, AND DAMAGES RESULTING FROM ENVIRONMENTAL POLLUTION, CONTAINMENT AND CLEANUP, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

6(b) Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE DELIVERABLES, FOR ANY AND ALL CAUSES AND CLAIMS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, IN THE AGGREGATE SHALL NOT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES.

6(c) Acknowledgement. Client acknowledges that the exclusive remedies, exclusion of damages and limitations of liability set forth above are essential parts of this Agreement and that Contractor would not be able to offer its Deliverables and Services for the prices offered in the absence of such provisions. They shall apply even if any other remedies provided in this Agreement fail of their essential purpose.

7. Excluded Services. The Parties acknowledge and agree that Contractor shall not supervise, direct or control Client's other contractors or subcontractors at any tier ("**Client's Contractors**"), nor shall Contractor have authority over or responsibility for: (a) the means, methods, techniques or sequences of work process or other work performed; (b) jobsite safety or enforcement of federal, state, local or other safety requirements in connection with the work performed; (c) any failure to comply with applicable laws, rules, regulations, ordinances, codes, permits or orders; or (d) any actions or omissions, including their failure to perform in accordance with their contractual responsibilities, by the Client's Contractors.

8. Force Majeure. Except for the payment of money when due, should either Party be unable, in whole or in part, to perform its obligations under this Agreement by reason of force majeure, such Party shall be excused from performance to the extent it is affected by such force majeure. The Party affected by force majeure shall endeavor to remedy the impediment to its performance with all reasonable dispatch. The term "force majeure" shall mean any cause beyond the control of the Party claiming force majeure and which, despite the exercise of due diligence, such Party is unable to prevent or overcome, including, without limitation, acts of God, war,

vandalism, sabotage, epidemics, quarantines, fires, explosions, floods, strikes, labor disputes, interruption of utility services, acts of any unit of government or agency thereof, or any similar cause.

9. Insurance. Contractor shall carry, at its expense; the insurance coverages set forth in “Insurance Coverage” attached hereto as Exhibit A.

10. Termination and Suspension.

10(a) Either Party shall have the right to terminate this Agreement or a Work Order if the other Party materially defaults in the performance of its obligations hereunder or under the Work Order, as applicable, and fails to commence steps to remedy such default within fifteen (15) days after written notice thereof. Either party shall also have the right to terminate this Agreement for its own convenience upon thirty (30) days written notice to Contractor.

10(b) In the event of termination for any reason, Contractor shall be paid for all (i) Services rendered and Deliverables provided up to the termination date and (ii) in cases where the termination is not due to the uncured default of Contractor, costs incurred by Contractor for an orderly discontinuance of Services. All partially completed Deliverables shall be delivered to Client after termination and payment in full therefor.

10(c) Client may suspend performance of the Services provided that it issues to Contractor a written suspension notice which includes an undertaking by the Client to adjust the price and/or the performance schedule for the impact of the suspension.

10(d) Except as otherwise set forth herein, termination of this Agreement or any Work Orders shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall it relieve Client of its obligation to pay all fees that have accrued or are otherwise owed by Client hereunder as of the date of termination.

11. Adjustments. In the event of: (a) changes or additions to the scope of Services requested; or (b) delays in the performance of Services by reason of a force majeure, charges and/or performance schedules shall, if appropriate, be adjusted. Upon the occurrence of any change, addition or delay, Contractor shall, as soon as practicable, propose to the Client for consideration and mutual agreement, an adjustment to charges and/or performance schedules.

12. Warranty; Exclusion. Contractor warrants that the Services shall be performed with that degree of skill and judgment normally exercised by professional Services firms performing services of a similar nature. Contractor’s total liability and Client’s sole remedy for breach of the foregoing warranty shall be limited to correcting, at its own expense, Services which are (i) deficient because of Contractor’s failure to perform said Services in accordance with the above standard of skill and judgment, and (ii) reported in writing to Contractor within a reasonable time, not to exceed thirty (30) days, from discovery thereof, but in no event later than one (1) year from completion of the relevant Services, or if Contractor is unable to correct the Services as warranted, Client shall be entitled to recover the fees paid to Contractor for the non-conforming Services under the applicable Work Order. In respect of material and equipment purchases requested by Client, the Parties agree that Contractor in issuing such orders is acting solely as agent of the Client

and, beyond placement and administration of the purchase order, Contractor's liability shall be limited to making available to the Client the benefit of any warranties given by the vendor. Client warrants that during the initial consultation with Contractor about the Scope of Services of this Agreement, and continuously while this Agreement is in effect, in a written authorization or work order as described in Paragraph 1, above or any similar written request by Client describing the requested services with particularity, the Client shall provide Contractor with accurate and timely information about the particular details of the Services and option acquisition offers or settlements that may be made by Contractor, including keeping Contractor informed of any changes in the permissible terms of offers or settlements. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT THE DELIVERABLES, OR SERVICES WILL MEET CLIENT'S REQUIREMENTS.

13. Notices. Any notices or communications required or permitted to be given hereunder shall be given in writing by a reputable courier, at the following addresses.

City of Springdale, Arkansas  
201 Spring Street  
Springdale, Arkansas 72764  
Attn:

Contract Land Staff, LLC  
2245 Texas Drive, Suite 200, Sugar Land, TX  
77479  
Attn: General Counsel

14. Assignments and Subcontracts. This Agreement shall inure to the benefit of and be binding upon Parties and their successors and permitted assigns. Neither Party shall assign, sublicense or otherwise transfer all or any part of this Agreement, without the prior written consent of the other Party, except that Contractor may assign the Agreement in its entirety to a successor in interest pursuant to a merger, stock acquisition, or purchase of all or substantially all of its assets. Any attempted assignment, sublicense, or transfer in violation of the foregoing shall be void and of no effect. Contractor may subcontract its obligations hereunder provided that it remains primarily liable for all such subcontracted obligations.

15. Governing Law/ Venue. This Agreement and any Work Order shall be governed by the Laws and Regulations of the state in which the project is located. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

16. Alternative Dispute Resolution. Prior to the initiation of any proceeding, the parties agree to attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement, including the breach, termination, or validity thereof (a "Dispute"), through confidential mediation. Either party may initiate the mediation process by providing written notice to the other party describing the nature of the Dispute. The mediation shall be conducted by a mutually agreed-upon neutral third-party mediator, and shall take place within thirty (30) days of such notice, unless otherwise agreed by the parties in writing. In the event a mediator cannot be

mutually agreed-upon, Contract Land Staff, LLC will choose a mediator on or before the 10th day of written notice of the Dispute.

Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, interpretation, or validity thereof (“Dispute”), that is not resolved through informal negotiation or mediation as provided herein, shall be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules then in effect. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be held in Houston, Texas. The arbitrator shall apply the substantive law of the State of Texas, without regard to conflict of law principles, and shall have the authority to award any form of legal or equitable relief, including injunctive relief and specific performance, that would be available in a court of competent jurisdiction. The arbitrator shall also have the authority to allocate the costs of arbitration, including the arbitrator’s fees and reasonable attorneys’ fees, as the arbitrator deems appropriate. The parties agree that arbitration shall be the exclusive means for resolving any Dispute and waive their rights to file a lawsuit in any civil court, except as necessary to enforce the arbitration provisions of this Agreement or to seek interim injunctive relief.

17. Severability. In the event any portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remainder of this Agreement shall be unaffected.

18. Non-Solicitation and Non-Compete. Client will not directly or indirectly employ or recruit for employment any employee or subcontracted person of Contractor during the term of this Agreement and for one (1) year thereafter without prior written consent of Contractor. In the event an employee or subcontracted person is hired without prior written consent, during the time specified, Client will pay Contractor an amount equal to thirty percent (30%) of the gross yearly wages of the employee or subcontracted person as liquidated damages, not as a penalty.

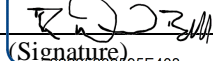
19. Entire Agreement. This Agreement, together with any Exhibits and Work Orders, which are hereby incorporated by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all previous bids, proposals, contracts, understandings and other agreements between the Parties. This Agreement may not be amended except in writing signed by both Parties. In the event of a conflict between this Agreement and any Work Order issued in connection herewith, the provisions of this Agreement shall prevail unless both parties specifically reference the conflict on the Work Order and state that the Work Order’s provision prevails.

In Witness Whereof, the Parties hereto have executed this Agreement effective as of the day and year first above written.

**City of Springdale, Arkansas**

**Contract Land Staff, LLC**

By: \_\_\_\_\_  
(Signature)

By:  \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: Ronald Bell

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Senior Vice President

## **EXHIBIT "A"**

### **Insurance Coverage**

Contractor shall provide and maintain the insurance set forth below during the performance of this Agreement.

(a) Workers' Compensation and Employers' Liability Insurance in accordance with statutory requirements; provided that the minimum limits of employer's liability insurance shall be not less than \$1,000,000 for injuries to or death of one or more persons resulting from any one accident.

(b) Comprehensive or Commercial General Liability Insurance including contractual liability, covering liabilities assumed by Client hereunder, broad form property damage liability, additional insured and waiver of subrogation, contractors' protective, cross-liability and pollution liability provisions with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage combined and in the aggregate.

(c) Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles utilized in connection with the services to be performed hereunder with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

(d) Excess Liability Insurance covering in excess of the other liability coverages required herein with a limit of not less than \$5,000,000 per occurrence for bodily injury and property damage combined.

(e) Professional Liability Insurance, with limits of not less than \$1,000,000 per each claim.

(f) Insurance in (b), (c), (d), and (e) above shall be endorsed to include Client and their client(s) as additional insureds.

(g) All policies of Insurance required above shall contain a waiver of subrogation in favor of Client and its directors, officers, employees, agents or invitees and Client's client(s).

Contractor shall submit to Client certificates of insurance evidencing the insurance coverages required herein, and provide that no cancellation or material change in the insurance policies shall become effective except upon thirty (30) days' written notice thereof to Client.

**EXHIBIT "B"**

**Scope of Services, Schedule, Compensation**

|                    |                                       |
|--------------------|---------------------------------------|
| <b>Date</b>        | August 4, 2025                        |
| <b>Client</b>      | City of Springdale, Arkansas          |
| <b>Contractor</b>  | Contract Land Staff, LLC              |
| <b>Project</b>     | Sunset Ave and Powell St Improvements |
| <b>Project No.</b> |                                       |

**SCOPE OF WORK, SCHEDULE**

See attached proposal dated July 17, 2025.

This Work Order is governed by and subject to the terms and conditions of the Master Services Agreement dated August 4, 2025, which is incorporated and made a part of this Work Order by reference.

**City of Springdale, Arkansas**

**Contract Land Staff, LLC**

By: \_\_\_\_\_  
(Signature)

By:  \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

Name: Ronald Bell  
(Printed Name)

Title: \_\_\_\_\_

Title: Senior Vice President



7/17/2025

**City of Springdale, Arkansas  
Sunset Avenue and Powell Street Improvements**

### **1.0 Easement Acquisition Scope of Work**

Contract Land Staff, LLC (CLS) offers the information herein for consideration by the City of Springdale (Client) to utilize CLS in connection with right-of-way services for the Sunset Avenue and Powell Street Improvements project. For this Scope of Work, it is assumed that there will be 82 Easement Parcels (with all easements on each property counting as one parcel), with four (5) of those involving whole acquisitions that will be closed at a title company. CLS will perform the following services:

#### **1.1 Project Management**

##### **a. Communication**

- i. Interact with City Staff on contract, design, funding, and other project-related activities.
- ii. Prepare and deliver one monthly invoice detailing services provided.
- iii. Prepare the initial property owner listing to include contact information.
- iv. Schedule and attend status meetings with all invited stakeholders.
- v. Prepare and deliver a weekly status report to the Client on the status of service, tasks completed, and tasks remaining.
- vi. Be available to provide answers to City staff during the contract term.

##### **b. File Management**

- i. All project and parcel documents will be kept in the CLS Arkansas office, with permanent records transferred to the Client, either before or upon completion of the contract.
- ii. Maintain copies of all correspondence and contacts with property owners.

##### **c. Administration**

- i. Meet with the client at the beginning of the project to review the parcel acquisition service requirements for the project.
- ii. Client will provide shape file data of the impacted parcels, Benton County Appraisal District property owner information, conveyance document templates, land descriptions (including parcel plats and field notes), appraisals, and any other applicable details. The client's process and policies for land acquisition services will be discussed, along with specific parameters for negotiation with the property owner(s).
- iii. All of the above information will be supplied to CLS before the Notice to Proceed is issued and before CLS commences work on the respective phases of the project. Any changes to a parcel, including but not limited to route changes, plan changes, parcel splits, reappraisals, plat changes, survey changes, changes in ownership, or any other changes beyond the control of CLS, may result in additional hours being charged to the Client.



### **1.2 Title and Closing Services**

- a. CLS will secure limited title certificates from a CLS title agent, analyze the commitments or reports to determine potential title problems, and prepare curative title plans outlining methods to cure title deficiencies.
- b. CLS will request warrants from the City of Springdale once all titles have been cleared.
- c. CLS will be responsible for delivering the warrants to the property owners, recording all easement documents, and transmitting the final recorded easements to the City.
- d. In cases where a title company is used, CLS will obtain an invoice for the closing fees and title policy fees. These fees will be included in the payment request package and paid directly to the title company.
- e. CLS will attend and coordinate all whole parcel acquisitions with a title company and deliver any checks in preparation for the closing.

### **1.3 Acquisition Services**

- a. CLS will review appraisal reports and confirm the approval of the Client before making an offer for each parcel/easement.
- b. CLS will review all title reports before negotiations to ensure that we have the appropriate parties to sign the documents.
- c. CLS will prepare the offer letters approved by the Client. CLS will use the instruments of conveyance provided by the client and obtain Client approval on any changes requested by the property owner.
- d. CLS will, whenever possible, deliver the written offer to each property owner or the property owner's designated representative. Otherwise, offer packages will be sent via Priority Mail with Delivery Receipt.
- e. CLS will respond to property owner inquiries verbally or in writing within two business days.
- f. CLS will prepare and maintain a contact log for each parcel.
- g. CLS will ensure that all landowners sign conveyance documents.
- h. The City of Springdale will instruct CLS on its policy regarding the subordination or release of existing liens.
- i. CLS will transmit all electronic closeout files to the Client at the close of the project.



#### **1.4 Relocation Services**

- a. CLS will meet with the landowners of the parcels requiring relocation services to explain the Client's relocation process.
- b. CLS will coordinate acquiring moving estimates with the landowner and prepare any related moving claim forms for approval by the City.
- c. CLS will submit the moving claim forms to the Client for payment.

#### **1.5 Condemnation Support Services (Pre-Hearing Support)**

- a. If negotiations are unsuccessful, CLS will prepare and send a final offer package to the property owner(s) by Regular Mail and Priority Mail with Delivery Receipt.
- b. CLS will prepare and deliver to the Client a Request for Condemnation Package, including a recommendation to move forward with condemnation. The package will contain a memo listing all interested parties to be involved in the condemnation process, an updated title report, appraisal, initial offer package, final offer package, negotiator reports, and any additional information needed to ready the parcel for condemnation.

#### **1.6 Additional Services**

- a. Tasks not explicitly specified in the Scope of Work above will be regarded as outside scope and will be carried out on an as-needed basis only after receiving authorization from the Client.

**EXHIBIT "C"**

**Schedule of Rates and the Expense Reimbursement Procedures**



**City of Springdale, Arkansas  
Sunset Avenue and Powell Street Improvements  
Fee Estimate**

7/17/2025

**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>       |
|---|--------------|--------------|---------------------|
| <b><u>1.1 Project Management</u></b>  |              |              |                     |
| Contract Administration/Project oversight/attend project meetings, subconsultant coordination (estimate 2 hours per parcel) | 164          | (PM)         | <b>\$24,600.00</b>  |
| <b><u>1.2 Title and Closing Services</u></b>  |              |              |                     |
| Complete title research and prepare Limited Title Certificates  | 5            | (TA)         | \$525.00            |
| Update Title and conduct closings   | 1            | (SA)         | \$130.00            |
| Review updated title report, releases and approve closings  | 1            | (PM)         | \$150.00            |
| <b>Total Per Parcel</b>   |              |              | \$805.00            |
| Estimated Number of Parcels   | 74           |              | <b>\$59,570.00</b>  |
| <b><u>Title Services (Title Company) - Fee Simple Parcels</u></b>   |              |              |                     |
| Closing oversight, attend closings, check delivery  | 2            | (PM)         | \$300.00            |
| <b>Title Policy and Title company fees will be invoiced by the title company and included in the payment request</b>        |              |              |                     |
| <b>Total Per Parcel</b>   |              |              | \$300.00            |
| Estimated Number of Parcels   | 8            |              | <b>\$2,400.00</b>   |
| <b>GRAND TOTAL FOR TITLE AND CLOSING SERVICES</b>   |              |              | <b>\$61,970.00</b>  |
| <b><u>1.3 Acquisition Services</u></b>  |              |              |                     |
| Set up parcel files, print appraisals, draft offer letters, create offer pkgs   | 2            | (RT)         | \$180.00            |
| Set up CLS Link/create acquisition drawings, manage database  | 2            | (GIS)        | \$190.00            |
| Negotiate acquisition of parcel (Counteroffers, Payment Packages, Coordinate Closing, Review Docs)                          | 35           | (RA)         | \$4,025.00          |
| File closeout   | 1            | (RT)         | \$90.00             |
| <b>Total Per Parcel</b>   |              |              | \$4,485.00          |
| Estimated Number of Parcels   | 82           |              |                     |
| <b>Total Estimate for Negotiations</b>  |              |              | <b>\$367,770.00</b> |
| <b><u>Reimbursable Expenses</u></b>   |              |              |                     |
| Project Mileage   | 6000         | \$0.67       | \$4,020.00          |
| Recording Fees  | 74           | \$108.00     | \$7,992.00          |
| Postage/Certified or Priority Mail  | 82.00        | \$30.00      | \$2,460.00          |
| <b>Total Reimbursable Expenses</b>  |              |              | <b>\$14,472.00</b>  |
| <b><u>1.4 Relocation Services</u></b>   |              |              |                     |
| Handle Relocation Tasks (estimated 8 relocations)   | 40           | (SA)         | \$5,200.00          |
| <b>Total Relocation Services</b>  |              |              | <b>\$5,200.00</b>   |
| <b><u>1.5 Condemnation Support Services</u></b>   |              |              |                     |
| Draft Condemnation Package  | 1            | (RT)         | \$900.00            |



|  |    |                     |
|--|----|---------------------|
| Estimated Number of Condemnation Files | 15 |                     |
| Total Condemnation Support             |    | <b>\$13,500.00</b>  |
| <b>TOTAL ESTIMATE FOR ALL SERVICES</b> |    | <b>\$487,512.00</b> |

*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.*

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC  
PLANNING FOR THE SPRINGDALE AIRPORT**

**WHEREAS**, the City of Springdale, Arkansas, recognizes the vital role that the Springdale Airport plays in enhancing the quality of life and economic development for its residents and visitors, and

**WHEREAS**, the city desires to develop a comprehensive Airport Strategic Plan to guide the growth, development, and enhancement of the airport and its facilities, ensuring it meets the current and future needs of the community, and

**WHEREAS**, the city is requesting to enter into a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$197,068.00, for the development of a comprehensive strategic plan for the Springdale Airport.

**WHEREAS**, the Springdale Airport Commission will participate in the strategic plan study by reimbursing the city \$98,534.00.

**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 a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$197,068.00, for the development of a comprehensive strategic plan for the Springdale Airport.

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, City Clerk

APPROVED AS TO FORM

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



**EXHIBIT A  
SCOPE OF SERVICES  
SPRINGDALE MUNICIPAL AIRPORT  
AIRPORT STRATEGIC PLAN**

**GENERAL**

This scope of services has been prepared by Garver, LLC (“Garver”) for the City of Springdale, Arkansas (“Owner”). The primary focus of this project is to determine potential aeronautical land uses at the Springdale Municipal Airport (ASG). This study will analyze and identify potential uses for existing airport-owned property including aeronautical uses (such as flight training, aircraft storage, or aircraft maintenance). This study is to be titled as the “Springdale Municipal Airport Strategic Plan” (“Study”).

This Study will include the three primary phases listed below:

- Phase 1: Visioning
- Phase 2: Identify Aeronautical Revenue Generating Opportunities
- Phase 3: Phasing and Implementation Plan

The intent of this Study is to identify the optimum use of airport property and provide conceptual layouts to support decision making of future land allocations. This project will not include updates to the Airport Layout Plan.

**ELEMENT 1 – PROJECT MANAGEMENT/ADMINISTRATION**

**Task 1.1 – Project Management**

Garver will provide general project management services throughout the duration of the Study. This will include scope of work development and general coordination with the Owner and key stakeholders to facilitate the completion of the Study. Internal team meetings needed to facilitate the completion of the Study are also included in this task.

**Task 1.2 – Project Kick-Off Meeting**

Upon receiving a Notice to Proceed (NTP) for the Study, Garver will schedule and facilitate a project kick-off meeting with the Owner to review the project scope, schedule, identify the Stakeholder Committee, and immediate next steps. The kick-off meeting is expected to be a hybrid in-person/virtual meeting. It will be attended by two (2) Garver personnel. The meeting is expected to take approximately two (2) hours.

After the completion of the project kick-off meeting, Garver will schedule and complete an in-person meeting with the established Stakeholder Committee to present the forthcoming project. The focus of this presentation will be to discuss the study process, study limitations, and proposed deliverables. This meeting is expected to be completed in-person and will be attended by three (3) Garver personnel. The meeting is expected to be completed in Springdale. The meeting is expected to take approximately two (2) hours. It is expected that this meeting may require out-of-town travel for some Garver staff.

**ELEMENT 2 – VISIONING**

The primary objective of this element is to collaborate with key stakeholders and identify the broader community goals, factors, and initiatives as they relate to aeronautical development at ASG.

**Task 2.1 – Visioning Session**

Garver will facilitate a visioning session with the Stakeholder Committee and community leaders. The visioning session will include the completion of a Strengths, Weaknesses, Opportunities, and Threats



(SWOT) analysis and the identification of items of key importance (e.g., vision items) that will be critical to the future growth and success of ASG. The primary goal of this effort is to establish an understanding amongst key stakeholders regarding the vision items that are most important to the future of the airport. The identified vision items will be emphasized throughout the remainder of the planning process. The visioning session is expected to take approximately two (2) hours and be attended by two (2) Garver staff. This session is expected to be completed in a single day and will be part of the same trip to the Airport discussed in Task 1.2.

Upon completion of the visioning session, Garver will prepare a technical memorandum and circulate it to the visioning session participants for their review and comment. The technical memorandum is expected to be three (3) to four (4) pages in length. It will summarize the results of the SWOT analysis and the key vision items identified. The participants will provide comments to Garver on the technical memorandum in writing. Garver will make necessary revisions to the document prior to finalizing the technical memorandum.

This task includes the preparation of meeting materials necessary for the visioning session including presentation materials and handouts. The Owner will provide access to reasonable meeting facilities for the Visioning Session that include audio/visual capabilities.

### **ELEMENT 3 – IDENTIFY AERONAUTICAL REVENUE GENERATING OPPORTUNITIES**

The primary objective of this element is to identify the existing land uses at ASG, identify comparable airports to ASG, identify potential land uses supporting aeronautical revenue generating activities, and create alternatives for aeronautical land use development areas. At the conclusion of this element, the alternatives will be presented to the Stakeholder Committee to determine the preferred aeronautical land use plan.

#### **Task 3.1 – Inventory of Existing Airport Assets**

Garver will summarize the existing facility to detail existing conditions such as:

- Airside infrastructure (runway dimensions, NAVAIDS, taxiway system, aircraft parking area size, etc.)
- Landside infrastructure (hangars, fuel services, vehicle access and parking, etc.)
- Non-airfield land uses abutting airport property (e.g. residential areas, empty space, abandoned space)
- Identification of any known hazardous contamination or environmentally sensitive areas
- Identification of any areas with known constructability issues including USDA soil analysis and wetlands and streams based on information available online through US Fish and Wildlife Services.
- Identification of any known areas of historic significance
- Existing utility infrastructure availability and capacity including water, sewer, electric, natural gas, and telecommunications (including coordination with local utility providers)

Also included in this task will be identification of proposed development projects at ASG including, but not limited to, a new general aviation terminal building and air traffic control tower.

There will be no comprehensive screening for hazardous, environmental, or historical resources (e.g. field surveys). Assessments for those categories will use public information and documentation supplied by the Owner. A summary will be provided to ASG staff for confirmation of baseline conditions prior to the development of subsequent tasks.



### **Task 3.2 – Case Study Evaluation of Comparative Airports**

Garver will inventory up to 10 other airports that have similar traits to ASG. This inventory will be a “desktop” evaluation using publicly available information. The specific evaluation of each facility will include identification of the following features:

- Name and Location
- Approximate Property Size in Acres
- Airside Facilities Present
- Current Aeronautical Revenue Generating Activities
- Regional Economic Setting (including per capita personal income and gross regional product)
- Applicability to ASG

### **Task 3.3 – Identification of Potential Aeronautical Uses**

Garver will analyze the findings of Tasks 3.1 and 3.2 to determine the most appropriate aeronautical activities that could be reasonably supported at ASG. This will include analysis of aeronautical revenue generating activity, understanding the regional setting in which these could be implemented, and other feedback provided by the Stakeholder Committee. This is including, but not limited to, consideration of the following activities:

- Aircraft storage hangar development
- Maintenance, Repair, and Overhaul (MRO)
- Specialized Aviation Service Operators (SASOs)
- Flight training schools
- Military operations

### **Task 3.4 – Development Alternatives of Aeronautical Land Uses**

Upon the completion of Tasks 3.1 – 3.3, Garver will prepare up to three (3) land use alternatives that will identify configurations of potential aeronautical land uses. This will also include identification of potential areas for land acquisition. A matrix will be developed which will evaluate each layout’s ability to meet: 1) safety and operational considerations, 2) ability to accommodate spatial requirements of typical user facilities, 3) potential for environmental impacts, and 4) constructability. The layouts will be conceptual and include identification of development areas for various aeronautical users. Detailed engineering layouts, utility analysis, drainage analysis, or grading plans will not be developed as a part of this task.

### **Task 3.5 – Aeronautical Land Use Meeting**

Upon the completion of Tasks 3.1 – 3.4, Garver will prepare a presentation summarizing the results of the preceding tasks. The presentation will be provided via an in-person meeting with Owner staff and the Stakeholder Committee in Springdale. The presentation is expected to take up to two (2) hours and will be attended by three (3) Garver personnel. This will require out of town travel for at least two (2) Garver personnel. The focus of the presentation will be to present the results of the Phase 2 analysis and gather feedback on the results. Any feedback obtained will be used to develop the Draft Report.

## **ELEMENT 4 – PHASING AND IMPLEMENTATION PLAN**

This element will identify development projects, develop cost estimates, and prioritize the projects needed to facilitate the development of the land use alternatives identified in Phases 1 and 2.

### **Task 4.1 – Development Project Identification**

Based on the findings of Elements 2 and 3, a summary list of projects needed to facilitate aeronautical land uses will be identified. The list of projects will be presented in a tabular form and include a project



title, project location, description of the project scope, and whether the project will be public, private, or a mixture of the two.

#### **Task 4.2 – Cost Estimates**

Planning-level probable development costs will be prepared for the projects identified in Task 4.1. Development costs will be estimated for each item and will be based on the preferred development concept. These estimates of probable costs will include construction costs and design/environmental fees. Cost estimates will be prepared in current-year dollars and are developed for planning purposes only.

#### **Task 4.3 – Phasing and Implementation Plan**

A phasing and implementation plan will be developed utilizing the information identified in Tasks 4.1-4.2. This will include identification of any potential enabling projects for the preferred layout (e.g. drainage improvements, utility improvements, etc.) and phasing of facilities. This will also consider the availability of funding needed to support the development.

A development program will be provided, giving a clear prioritization by year of short-term projects (0-5 years). Project implementation triggers will be established for each project defined within this task to aid the Owner in determining when various projects need to be executed in the future.

#### **Task 4.4 – Phasing and Implementation Meeting**

Upon the completion of Tasks 4.1 – 4.3, Garver will prepare a presentation summarizing the results of the preceding tasks. The presentation will be provided via an in-person meeting with Owner staff and the Stakeholder Committee in Springdale. The presentation is expected to take up to two (2) hours and will be attended by three (3) Garver personnel. This will require out of town travel for at least two (2) Garver personnel. The focus of the presentation will be to present the results of the Phasing and Implementation Plan and gather feedback on the results. Any feedback obtained will be used to develop the Draft Report.

### **ELEMENT 5 – DRAFT AND FINAL REPORTS**

Once Elements 2, 3, and 4 are completed, Garver will prepare the Draft / Final Reports.

#### **Task 5.1 – Draft Report**

A Draft Report will be produced which will detail the findings of Phases 1, 2, and 3. This will also incorporate stakeholder feedback, as appropriate. It is expected to generate a report approximately 60 to 80 pages in length. A copy of the Draft Report will be submitted to the Owner for review via PDF format.

#### **Task 5.2 – Final Project Meeting**

Once the Owner has completed their review of the Draft Report, an in-person meeting will be held in Springdale with the Stakeholder Committee to obtain any feedback for incorporation into the Final Report. The presentation is expected to take up to two (2) hours and will be attended by three (3) Garver personnel. This will require out of town travel for at least two (2) Garver personnel.

#### **Task 5.3 – Final Report**

After the meeting in Task 5.2 is complete, Garver will incorporate all final Owner comments into the previously released Draft Report to create the Final Report. This will include two (2) hard copies of the report and an electronic copy via PDF.



**Deliverables:**

- Visioning Session Technical Memorandum (PDF)
- Draft Airport Strategic Plan (PDF)
- Final Airport Strategic Plan (two (2) hard copies and PDF)

**Meetings:**

- Project Kick-Off Meeting (virtual)
- Stakeholder Meeting and Visioning Session (in-person)
- Aeronautical Development Alternatives (in-person)
- Phasing and Implementation Plan Meeting (in-person)
- Final Project Meeting (in-person)

**Extra Work:**

For clarification purposes, the proposed scope of services specifically does not include any of the following items/tasks stated below:

- Analysis of airside facility improvements (e.g. runways, taxiway system, NAVAIDS, etc.)
- Updates to the Airport Layout Plan
- Community/public surveys other than those specifically identified in the scope
- Economic studies or feasibility studies
- Cost estimating other than what is specifically identified in the scope
- Existing facility assessments/reviews
- Environmental work except for review of information available from Owner and online resources
- Geotechnical work
- Collection of data other than data identified in this scope of services
- Design

## Exhibit B

### City of Springdale, Arkansas Springdale Municipal Airport Strategic Plan

#### FEE SUMMARY

|          | <b>Title I Service</b>                                 | <b>Estimated Fees</b> |
|----------|--|-----------------------|
| Lump Sum | Project Administration                                 | \$ 19,480.00          |
| Lump Sum | Visioning  | \$ 5,064.00           |
| Lump Sum | Identify Aeronautical Revenue Generating Opportunities | \$ 76,970.00          |
| Lump Sum | Phasing And Implementation Plan                        | \$ 60,496.00          |
| Lump Sum | Draft And Final Report                                 | \$ 35,058.00          |
|          | <b>Subtotal for Title I Service</b>                    | <b>\$ 197,068.00</b>  |
|          | <b>Total All Services</b>                              | <b>\$ 197,068.00</b>  |

**RESOLUTION NO.**

**A RESOLUTION AMENDING THE 2025  
BUDGET OF THE CITY OF SPRINGDALE  
PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City of Springdale recently experienced a destructive hail storm damaging several city-owned buildings, and

**WHEREAS**, the City of Springdale has received funds that have not been appropriated from insurance settlements, and

**WHEREAS**, the Public Works Director has requested that a portion of these funds be appropriated for roofing repairs.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that** the 2025 budget of the City of Springdale Public Works Department is hereby amended as follows:

| <u>Department</u> | <u>Account No.</u> | <u>Description</u>  | <u>Present<br/>Budget</u> | <u>Increase</u> | <u>Amended<br/>Budget</u> |
|-------------------|--------------------|---------------------|---------------------------|-----------------|---------------------------|
| Public Works      | 201-0201-431.51-01 | Buildings & Grounds | \$25,000.00               | \$60,397.34     | \$85,397.34               |

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
NEW GRASSHOPPER MOWER FOR SPRINGDALE  
PUBLIC WORKS**

**WHEREAS**, the Public Works Department is in need of a new mower in an effort to upgrade aged-out fleet and to further enhance the quality of landscaping in and around the city, and

**WHEREAS**, a quote was received from Straight's Lawn & Garden Inc., for a new Grasshopper Mower, in an amount of \$17,412.42, to be paid for out of the Unrestricted General Fund, and

**WHEREAS**, this product is available on the Arkansas State Buy Board,

**WHEREAS**, pursuant to Ark Code Ann. §14-58-303, competitive bidding is not required.

**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 appropriate funds for a new Grasshopper Mower for the Springdale Public Works Department, in the amount of \$17,412.42, to be paid for out of the Unrestricted General Fund.

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, CITY CLERK

APPROVED:

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

# Grasshopper QuikQuote #77005N02741



**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**Quoted by**  
**Straight's Lawn & Garden Inc**  
 3218 N Thompson St  
 Springdale, AR 72764  
 P: (479) 751-2233

**COLBY PALMER**  
 SALES  
 E:  
[COLBY@SHOPSTRAIGHTS.COM](mailto:COLBY@SHOPSTRAIGHTS.COM)  
 P: 4797512233

**Quoted for**  
**SPRINGDALE PUBLIC WORKS**  
 E: [bbryant@springdalear.gov](mailto:bbryant@springdalear.gov)  
 P: 4797508135

**OMNIA**  
 PARTNERS  
 (U.S. Communities)

**Contract ID:** #22-6640  
**Contract Period:**  
 05/15/2022–05/14/2026  
 Quoted Jun 26, 2025

## Power Unit & Deck

**Model 325D with 61" deck (534157)**  
 898cc MaxTorque Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest

| List        | Contract    |
|-------------|-------------|
| \$19,475.00 | \$14,801.00 |

List Total: **\$20,770.00**

Contract: **\$15,901.75**

## Additional Pricing Adjustments

+ Sales Tax \$1,510.67  
 (9.50%)

## Wholegoods

**533580** – Premier Suspension Seat  
**533551** – Foldable ROPS w/ Seatbelt  
**504092** – DuraGuard Rear Bumper  
**503629** – Speed-Trimming Roller Kit (LT)

| List     | Contract |
|----------|----------|
| \$810.00 | \$688.50 |
| \$165.00 | \$140.25 |
| \$175.00 | \$148.75 |
| \$145.00 | \$123.25 |

**Grand Total: \$17,412.42**

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
NEW CONCRETE MIXER FOR SPRINGDALE PUBLIC  
WORKS**

**WHEREAS**, the Springdale Public Works Department is requesting to purchase a concrete mixer to use for a variety of city projects, and

**WHEREAS**, three (3) quotes were received, and

**WHEREAS**, after review, the Springdale Public Works Department would like to request authorization for the purchase a concrete mixer on trailer from Equipment Sales Company, in an amount not to exceed \$34,852.00, to be paid for out of the Unrestricted General Fund, and

**WHEREAS**, pursuant to Ark Code Ann. § 14-58-303, competitive bidding is not required.

**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 appropriate funds for a new concrete mixer on trailer for the Springdale Public Works Department, in an amount not to exceed \$34,852.00, to be paid for out of the Unrestricted General Fund.

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, CITY CLERK

APPROVED:

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



# Estimate

Equipment Sales Company  
 626 Main St.  
 Ceredo, WV  
 www.readymixer.com

| Date      | Estimate # |
|-----------|------------|
| 7/16/2025 | 282        |

| Name / Address   |
|--|
| Springdale Public Works<br>Terry Anderson<br>(479) 750-8135<br>Springdale AR<br>tanderson@springdalear.gov |

| Ship To   |
|---|
| Springdale Public Works<br>Terry Anderson<br>(479) 750-8135<br>Springdale, AR<br>tanderson@springdalear.gov |

| Terms                           | Rep | FOB          |
|---------------------------------|-----|--------------|
| 10% Dep., Balance Upon Shipment | RT  | Shipping Pt. |

| Description                            | Qty | Cost         | Total       |
|--|-----|--------------|-------------|
| 1.75 YD Concrete Mixer On Trailer      | 1   | 30,945.00    | 30,945.00   |
| - VIN:                                 |     |              |             |
| - Model: Tool Trailer USA              |     |              |             |
| - Year: 2025                           |     |              |             |
| - Condition: Brand New                 |     |              |             |
| - 1.75 Yard Mixing Capacity            |     |              |             |
| - Honda GX690 Engine                   |     |              |             |
| - 2.6 Gallon Gas Tank                  |     |              |             |
| - 12V Battery                          |     |              |             |
| - Gear Reducer                         |     |              |             |
| - Electric Brakes                      |     |              |             |
| - Tilt and Rotation Levers             |     |              |             |
| - Hydraulic Housing Unit               |     |              |             |
| - 1 7/8 inch Hitch                     |     |              |             |
| - 7K lbs Rated Axles                   |     |              |             |
| - Dual Axles                           |     |              |             |
| - Lid Cover                            |     |              |             |
| - One Year Limited Structural Warranty |     |              |             |
| - Standard Green & White               |     |              |             |
| Shipping Charge                        | 1   | 810.00       | 810.00      |
| Sales Tax                              |     | 0.00%        | 0.00        |
| Equipment is available and in stock    |     | <b>Total</b> | \$31,755.00 |

Please Remit Payment To:  
 Equipment Sales Company  
 PO Box 510  
 Huntington, WV 25710

Customer Signature \_\_\_\_\_

# City of Springdale - (1) CMK175

Quote created: July 30, 2024 Reference: 20240730-134-021281

City of Springdale  
201 Spring Street  
Springdale, AR 72764  
United States

Terry Anderson  
tanderson@springdalear.gov  
479-601-4274

## Comments

**QUOTED FREIGHT CHARGES ARE APPROXIMATE! ALL ORDERS WILL HAVE FREIGHT RE-QUOTED PRIOR TO SHIPPING**

Nathan Tugwell - Cart-Away Concrete Systems, Inc.

## Products & Services

### CMK - 1.75 Yard Towable Concrete Mixing Trailer

1 x \$46,200.00

- 1.75 Yard Capacity
- Gas Engine Powered
- Heavy Duty Gearbox
- GearSaver Hydraulic Operational Controls
- Adjustable Tongue Height
- Pintle Ring Coupler
- 4-Wheel Hydraulic Surge Brakes
- Black TandemFlex TPO Fenders
- Powdercoated Standard BR Green Frame with Light Grey Drum
- 1 Year Warranty

## Terry Anderson

---

**From:** Terry Anderson <tanderson@springdalear.gov>  
**Sent:** Tuesday, July 1, 2025 8:42 AM  
**To:** Byron Wann  
**Subject:** RE: Information you requested in our mixers

Thank you Byron  
I appreciate it

**From:** Byron Wann <byron@mixright.com>  
**Sent:** Monday, June 30, 2025 9:30 AM  
**To:** Terry Anderson <tanderson@springdalear.gov>  
**Subject:** Information you requested in our mixers

**Warning: Unusual sender <byron@mixright.com>**  
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Terry,

Thank you for requesting information off our website. Please find attached the information you requested. Please feel free to contact me anytime to discuss questions you may have. I look forward to helping you find the right machine!

2DH-2 Portable 2 Yard Mixer \$36,270.00 (can rate this at 9,980 GVWR & call it a 2DH-1.75)

\* We will be receiving two (2) 2DH-2 Portable Mixer w/25 gallon water tank with sprayer and discharge chute \$34,115.00 (very little us & we'll detail it before shipment)

2DH-3 Portable 3 Yard Mixer \$40,160.00 (23.5hp gas motor is Standard as of 2025)

\* Option - Gooseneck w/2-5/16" Adjustable Receiver \$2,780.00

\* Option - Standalone Gravity Loading Chute \$3,395.00

\* Option - Attached Gravity Loading Chute \$1,005.00

\* Option - Discharge Chute \$555.00 (NOT Available on 2DH-1)

\* Option - Engine Upgrade to 23.5hp Electric Start \$3,365.00

\* Option - 23.5hp Diesel Engine Upgrade \$8,565.00

\* Option - 25 Gallon Water Tank w/Pump & Sprayer (upgrades engine to electric start) \$1,080.00

1CL Conveyor with Bin - Powered by 14hp Pull Start Gasoline Engine w/Hydraulic Pump and Motor \$13,960.00

2CL-3 Manual Batch Plant \$30,457.00

EZ1-1 Manual Mixer Batch Plant \$55,000.00 (WOC 2025 show model) this unit is great for you precasters call me with any questions.

2-Yard Mixer

<https://www.youtube.com/watch?v=a3TS1m5DV9w>

3-Yard Mixer

<https://www.youtube.com/watch?v=2iJUaM4BGS8>

Hope this information finds you well, I went ahead and added a small batch plant and popular options a customer might be interested in to complete their system. Production time will depend on what you might need, feel free in calling me at your convenience so I don't disrupt your day. We would like to serve you if things work out.



**SPRINGDALE™**  
WE'RE MAKING IT HAPPEN

# DEPARTMENT FUNDING REQUEST

|   |  |       |
|---|--|-------|
| Department:   |  | Date: |
| Point of Contact:   | Amount Requested:<br>\$  |       |
| Date to be Presented to Committee: ____/____/20____         |  |       |
| Brief Description of Funding Request:                       |  |       |
| Funding Source: (General Fund, Special Fund, etc.)          |  |       |
| <b>IS IT BUDGETED?</b>                                      |  |       |
| <b>YES <input type="checkbox"/></b>                         | <b>NO <input type="checkbox"/></b>   |       |
| \$0 - \$42,920.00<br>No Council Approval Needed             | <input type="checkbox"/> \$0 - \$4,999   |       |
| Request to Waive Bidding?<br>BUY BOARD          SOLE SOURCE | <input type="checkbox"/> \$5,000 - \$42,920.00<br>Requires <b>3</b> Quotes                           |       |
| Signature:  | <input type="checkbox"/> \$42,921.00 + Requires Bid  |       |
| Please attach supplemental information                      | Request to waive bidding?<br><input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source |       |

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

**A RESOLUTION AUTHORIZING THE  
DEDICATION OF A UTILITY EASEMENT TO  
SPRINGDALE WATER UTILITIES AT THE  
SPRINGDALE SENIOR CENTER**

**WHEREAS**, waterline improvements were constructed as part of the Senior Center Project on Emma Ave, and;

**WHEREAS**, an easement is required for maintenance of the waterline and fire hydrant by Springdale Water Utilities;

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

The Mayor and City Clerk are hereby authorized to execute a utility easement in favor of Springdale Water Utilities for a newly installed waterline and fire hydrant.

**PASSED AND APPROVED** this \_\_\_\_\_ day of August, 2025.

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

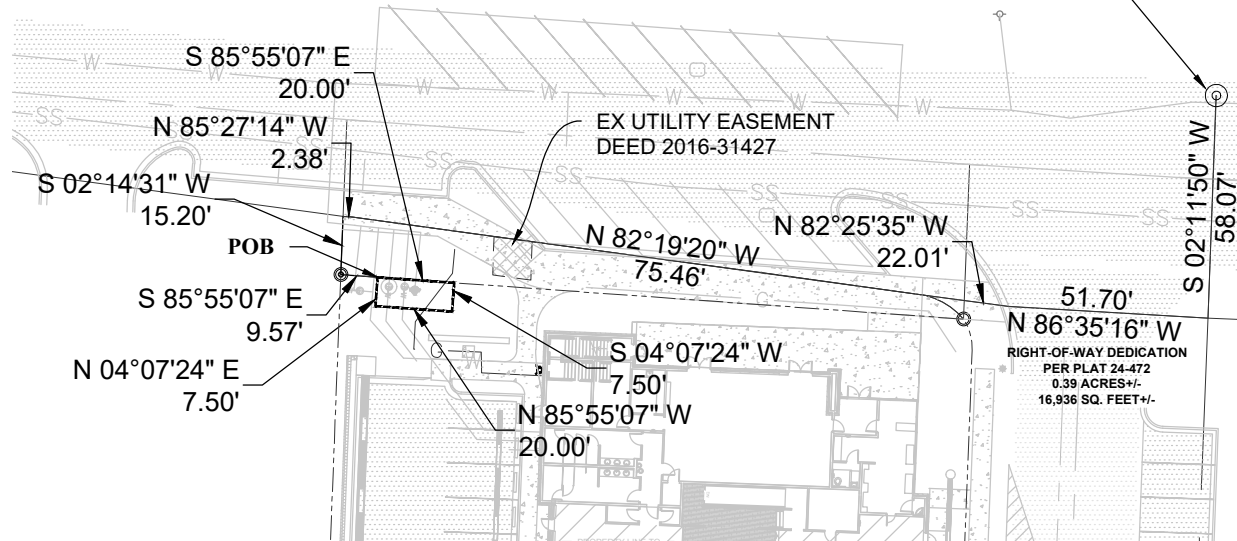
ATTEST:

\_\_\_\_\_  
Sabra Jeffus, CITY CLERK

APPROVED:

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

POC  
 NE CORNER  
 SE 1/4 SE 1/4  
 SECTION 36  
 T-18-N, R-30-W  
 PER PLAT 24-472



**LEGEND**

- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (5/8" REBAR W/CAP)
- ESMT/BSB
- — — — — PROPERTY LINES
- LAND TIE
- BUILDING SETBACK (B.S.B.)
- ROW



NOT TO SCALE

THIS INSTRUMENT DOES NOT  
 CONSTITUTE A BOUNDARY SURVEY.



**Earthplan  
 Design  
 Alternatives, PA**  
 Civil Engineering / Landscape Architecture

134 West Emma Avenue  
 Springdale, Arkansas 72764

(479) 756-1266  
 www.ede-pa.com

Job Number: 2495  
 Date: 07/15/2025  
 Drawn By: CLP  
 Checked By: JRG

Page 70 EXHIBIT A

## **EASEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

**THAT** the undersigned **City of Springdale, Arkansas**, a municipal corporation, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, Grantee, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), over, under or across the hereinafter described land in **Washington County, Arkansas**, to-wit:

**PROPERTY DESCRIPTION (Combined Parcels Number 815-28444-000, 815-28445-000, 815-28445-001, 815-28449-000, and 845-28450-000):**

#### **NEW TRACT 5A DESCRIPTION;**

**PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 30 WEST, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST (NE) CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 36; THENCE SOUTH 02°11'50" WEST A DISTANCE OF 334.84 FEET; THENCE NORTH 87°02'19" WEST A DISTANCE OF 61.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°03'56" WEST A DISTANCE OF 50.57 FEET; THENCE NORTH 02°12'58" EAST A DISTANCE OF 4.34 FEET; THENCE NORTH 87°49'09" WEST A DISTANCE OF 44.71 FEET; THENCE NORTH 87°44'08" WEST A DISTANCE OF 69.98 FEET; THENCE NORTH 87°44'00" WEST A DISTANCE OF 182.07 FEET; THENCE NORTH 03°18'35" EAST A DISTANCE OF 129.90 FEET; THENCE SOUTH 87°46'05" EAST A DISTANCE OF 179.65 FEET; THENCE NORTH 02°14'31" EAST A DISTANCE OF 143.60 FEET; THENCE SOUTH 85°55'07" EAST A DISTANCE OF 162.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 13.89 FEET A CHORD BEARING OF SOUTH 15°19'10" EAST A CHORD LENGTH OF 8.44 FEET TO A 5/8" REBAR PLS 1845; THENCE SOUTH 02°11'35" WEST A DISTANCE OF 265.25 FEET TO THE POINT OF BEGINNING CONTAINING 1.57 ACRES OR 68.467 SQUARE FEET MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR FACT.**

As described, and shown as, "NEW TRACT 5A" on the "SENIOR CENTER INFORMAL PLAT" File No. 0024-00000569 among the Records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**PERMANENT EASEMENT DESCRIPTION: (See Attached “Exhibit A”)**

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 18 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter, of the Southeast Quarter, of Section 36, thence South 02°11’50” West – 58.07 feet; thence North 86°35’16” West – 51.70 feet; thence North 82°25’35” West – 22.01 feet; Thence North 82°19’20” West – 75.46 feet; thence North 85°27’14” West – 2.38 feet; thence South 02°14’31” West – 15.20 feet; Thence South 85°55’07” East – 9.57 feet to the POINT OF BEGINNING, thence continuing South 85°55’07” East – 20.00 feet; thence South 04°07’24” West – 7.50 feet; thence Noth 85°55’07” West – 20.00 feet; thence North 04°07’24” East – 7.50 feet to the POINT OF BEGINNING, containing **0.003** acres, more or less. Subject to rights-of-way and/or easements, if any.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s) and/or sewer collection or force main line(s), and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

**TO HAVE AND TO HOLD** the above-described easement and rights unto said Grantee, its successors and assigns, forever or until said right of way is abandoned.

And Grantor agrees to warrant and forever defend all and singular the above-described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or seek to claim the same or any part thereof.

This Easement is declared to and does inure to the benefit of the public generally, and shall be binding upon the successors in title to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

**IN WITNESS WHEREOF**, the hand(s) and seal(s) of Grantor, is/are hereunto set this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**City of Springdale, Arkansas**  
**A municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name / Title)

\_\_\_\_\_  
(Printed Name / Title)

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS            }**  
**}SS**  
**COUNTY OF WASHINGTON       }**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who acknowledged himself/herself/themselves to be respectively, the \_\_\_\_\_ of the **City of Springdale, Arkansas**, a municipal corporation, and that he/she/they, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

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

My Commission Expires: \_\_\_\_\_

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

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

**AN ORDINANCE AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Chapter 78 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to City parks and park properties in the City of Springdale;

**WHEREAS**, Section 78-47 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to alcoholic beverages in a City park or park properties in the City of Springdale;

**WHEREAS**, the City wishes to clarify that the open possession of alcoholic beverages in a City park is prohibited;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Section 78-47 of the Code of Ordinances of the City of Springdale, Arkansas.

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

**Section 1:** Section 78-47 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 78-47. Intoxicating beverages.**

It shall be unlawful to consume or openly possess alcoholic beverages in a city park, except at events approved by the City through the Public Events Advisory Committee and taking place within the boundaries of the Springdale Outdoor Dining District. No person shall enter a park when under the influence of intoxicating beverages, as set forth in Ark. Code Ann. §5-71-212(a).

**Section 2:** All other provisions of Chapter 78 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: 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:

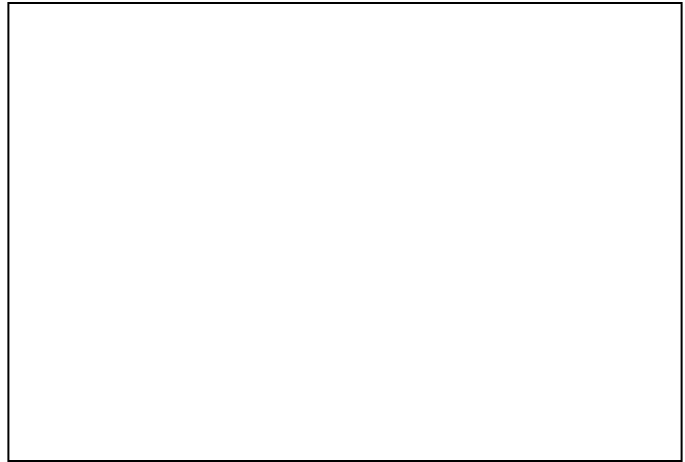
\_\_\_\_\_  
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

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

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

**AN ORDINANCE VACATING AND  
ABANDONING A PORTION OF A  
UTILITY EASEMENT, PURSUANT TO  
ARK. CODE ANN. §14-301-301, *et seq.*,  
DECLARING AN EMERGENCY; AND  
FOR OTHER PURPOSES.**



**WHEREAS**, Jason Kaundart and Stacey Kaundart have petitioned for the partial abandonment 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 said partial 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.

Tax Parcel No.: 815-38077-000

**WHEREAS**, after due notice as required by law, the City Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question;

**WHEREAS**, public interest and welfare will not be adversely affected by the abandonment of the easements herein described.

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

**Section 1:** That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its interests, with the rights of the public generally, in and to the portion of the utility easement described hereinabove.

**Section 2:** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

**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 12<sup>th</sup> day of August, 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.

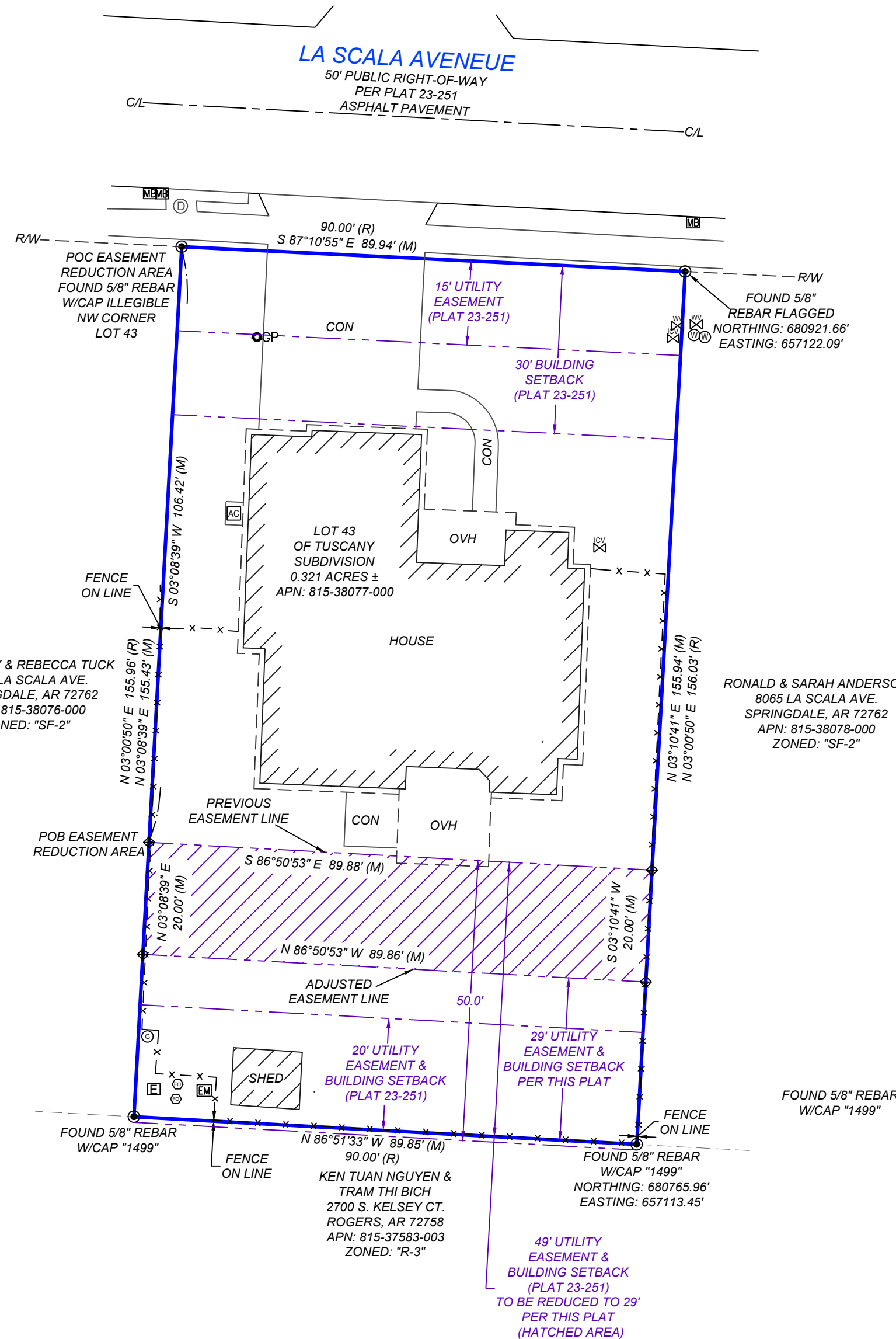
THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY 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

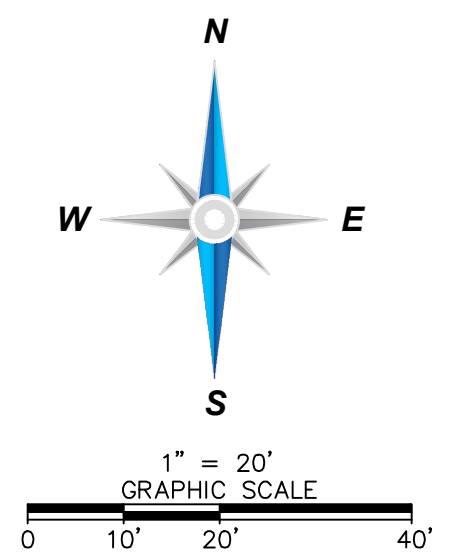
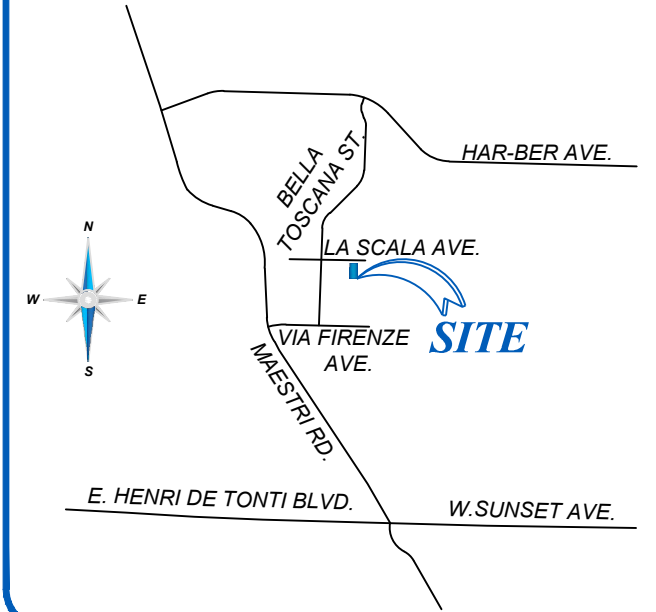
LOT 43  
OF TUSCANY  
SUBDIVISION  
0.321 ± ACRES

## OWNER/DEVELOPER

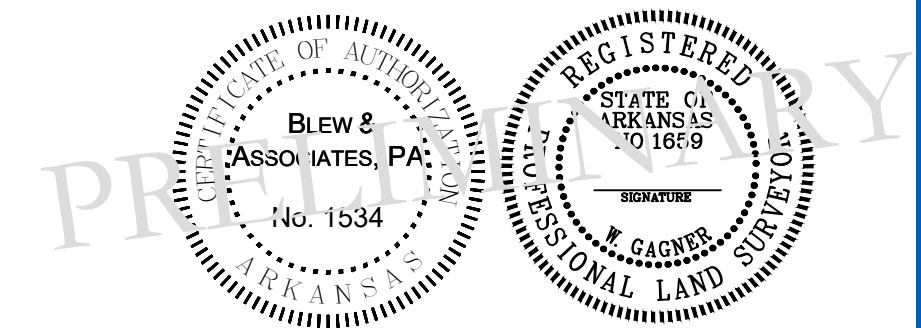
JASON & STACEY KAUNDART  
8093 LA SCALA AVENUE  
SPRINGDALE, ARKANSAS 72762

## 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.



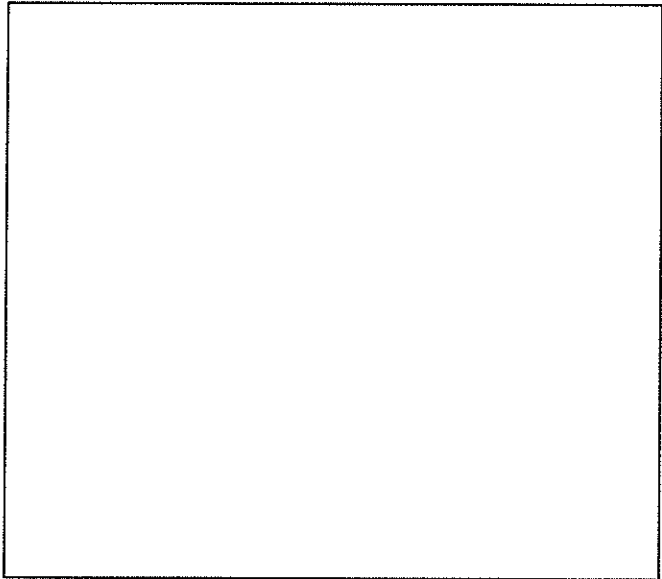
IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

**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:<br>25-4284                        | SURVEY DRAWN BY:<br>DLS - 06/25/2025 |
| SURVEY REVIEWED BY:<br>TPN                             | SCALE:<br>1" = 20'                   |
| FOR THE USE AND BENEFIT OF:<br>JASON & STACEY KAUNDART |                                      |

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

**AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY**



WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

**PROPERTY OWNER:** 2839 Adrian Ave. Springdale, AR 72764 LLC

**LEGAL DESCRIPTION:** Lot 16, the Oaks Addition, Phase VIII to the City of Springdale, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

**LAYMAN'S DESCRIPTION:** 2839 B Adrian Ave.

**PARCEL NO.:** 815-31790-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$356.32 clean-up costs and \$24.92 administrative costs – 2839 B Adrian Ave. (815-31790-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$381.24 plus 10% for collection – 2839 B Adrian Ave. (815-31790-000)

**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 12th day of August 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

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

# City Abatement

City of Springdale  
Neighborhood Service  
201 Spring Street  
Springdale, AR 72764  
479-756-7712  
Case Number: 2501522



Date: 05/23/2025  
Status: Abated  
Property: 2839 ADRIAN AVE #B  
City, State, Zip: ,

Officer on Site: Shane Pegram  
Abatement Type: Lien  
Abatement Date: 05/16/2025  
Abatement Start Time: 0930  
Abatement End Time: 1030

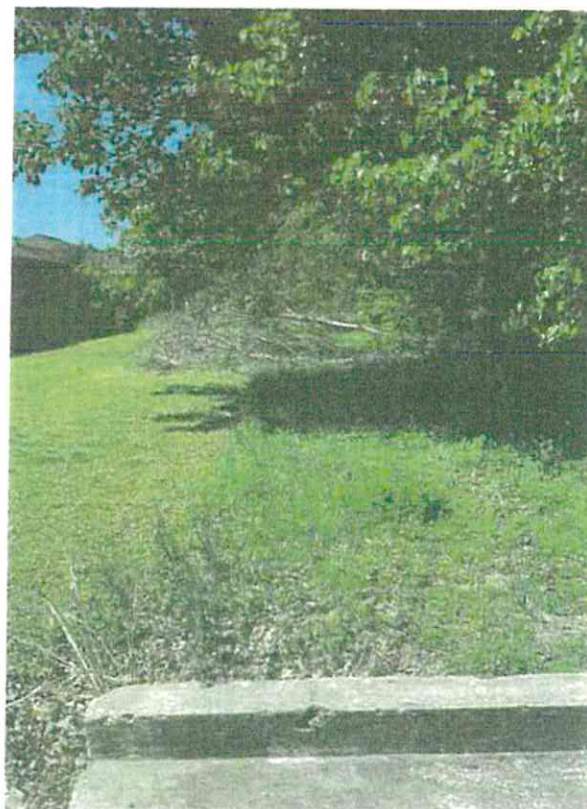
| Fee                        | Amount   |
|----------------------------|----------|
| Disposal Cost Recovery     | \$118.32 |
| Employee Rate              | \$90.00  |
| Equipment Rate             | \$148.00 |
| <b>Total Fee: \$356.32</b> |          |

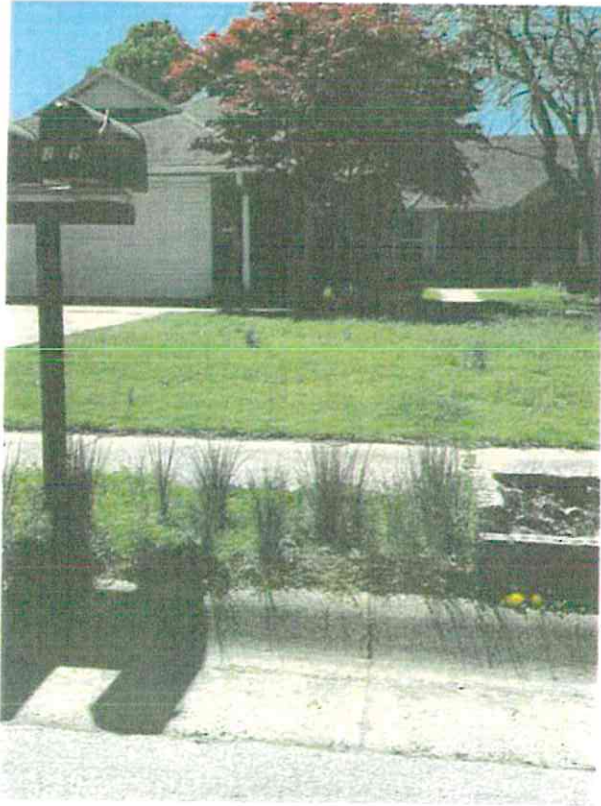
**Method of Compliance:** Fallen tree limbs, tall grass, and weeds were removed from the property using city employees and city equipment.

Shane Pegram  
Code Enforcement Officer

05/23/2025  
Date







Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

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

Cameron Baker  
Deputy City Attorney  
cbaker@springdalear.gov

George McManus  
Deputy City Attorney  
gmcmanus@springdalear.gov



**SPRINGDALE**<sup>™</sup>  
WE'RE MAKING IT HAPPEN

**OFFICE OF CITY ATTORNEY**

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

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

Steve Helms  
Investigator  
shelms@springdalear.gov

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

Christy Pianalto  
File/Discovery Clerk  
cpianalto@springdalear.gov

June 23, 2025

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL**

2839 Adrian Ave., Springdale, AR 72764 LLC  
3201 S. Market St. #106  
Rogers, AR 72758

RE: Notice of clean-up lien on property located at 2839 B Adrian Ave., Washington County, Arkansas, Tax Parcel No. 815-31790-000

Dear Property Owner/Lienholder:

On April 11, 21, 23 and May 14, 2025 a notice was posted on property located at 2839 B Adrian Avenue, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on April 23, 2025 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 23, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$356.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 6, 2025 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 12, 2025, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$366.24, which includes \$356.32 for cleaning up the property and \$9.92 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to 3829 Adrian Ave., Springdale, AR 72764 LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,



Ernest B. Cate  
City Attorney

Enclosures  
EBC:dp

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



USPS TRACKING #  
9590 0710 5270 1057 1514 90  
9590 0710 5270 1057 1514 90

• Sender: Please print your name, address, and ZIP+4® in this box\*  
**OFFICE OF THE  
CITY ATTORNEY  
201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764**



*2839 Adrian Ave #B*

United States  
Postal Service

**SENDER COMPLETE THIS SECTION**

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

1. Article Addressed to:

*2839 Adrian Ave Springdale AR  
72764 LLC  
3201 Market St #106  
Rogers AR 72758*



9590 9402 8146 3030 4440 78

2. Article Number (Transfer from service label)

*9589 0710 5270 1057 1514 90*

PS Form 3811, July 2020 PSN 7530-02-000-9033

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*[Signature]*  Address  
 B. Received by (Printed Name)  C. Date of Delivery

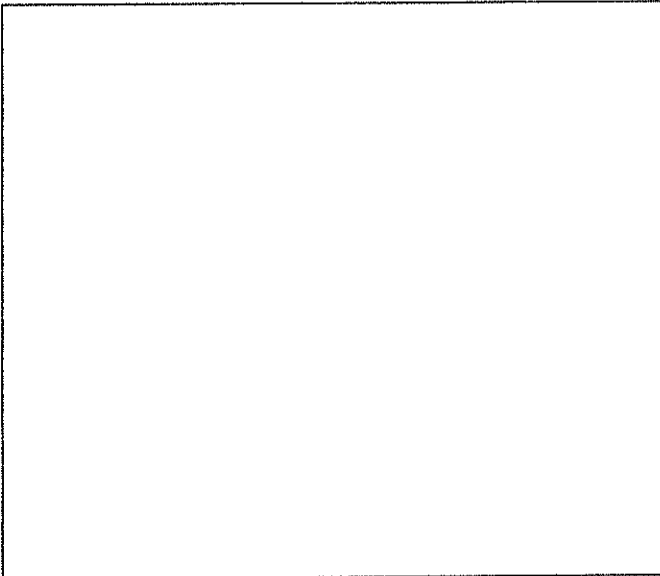
D. Is delivery address different from item 1?  Yes  No

3. Service Type

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

Domestic Return Receipt

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



**AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY**

**WHEREAS**, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

**PROPERTY OWNER:** Israel Martinez Diaz, Virginia Gamboa Hernandez

**LEGAL DESCRIPTION:** The North Twenty (20) feet of Lot No. Twenty-four (24) and the South forty (40) feet of Lot No. Twenty-Six (26) in Highland Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION:** 1023 Lowell Road, Springdale, AR 72764

**PARCEL NO.:** 815-22853-000

**WHEREAS**, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

**WHEREAS**, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$381.32 clean-up costs and \$24.92 administrative costs – 1023 Lowell Road (815-22853-000)

**WHEREAS**, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

**WHEREAS**, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$406.24, plus 10% for collection – 1023 Lowell Road (815-22853-000)

**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 12th day of August 2025 .

---

Doug Sprouse, Mayor

ATTEST:

---

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

---

Ernest B. Cate, CITY ATTORNEY

# City Abatement

City of Springdale  
Neighborhood Service  
201 Spring Street  
Springdale, AR 72764  
479-756-7712  
Case Number: 2501607



Date: 05/23/2025  
Status: Abated  
Property: 1023 LOWELL RD  
City, State, Zip: ,

Officer on Site: Shane Pegram  
Abatement Type: Lien  
Abatement Date: 05/23/2025  
Abatement Start Time: 0830  
Abatement End Time: 0850

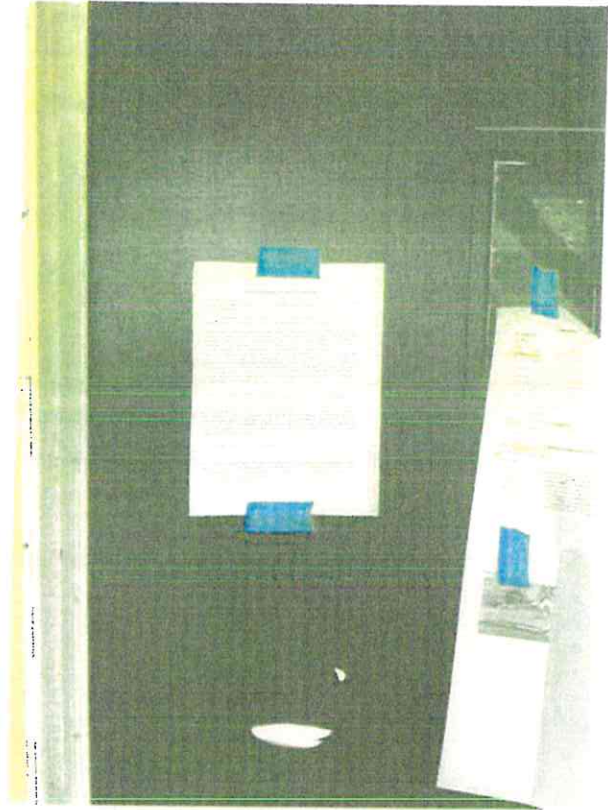
| Fee                        | Amount   |
|----------------------------|----------|
| Disposal Cost Recovery     | \$118.32 |
| Employee Rate              | \$90.00  |
| Equipment Rate             | \$173.00 |
| <b>Total Fee: \$381.32</b> |          |

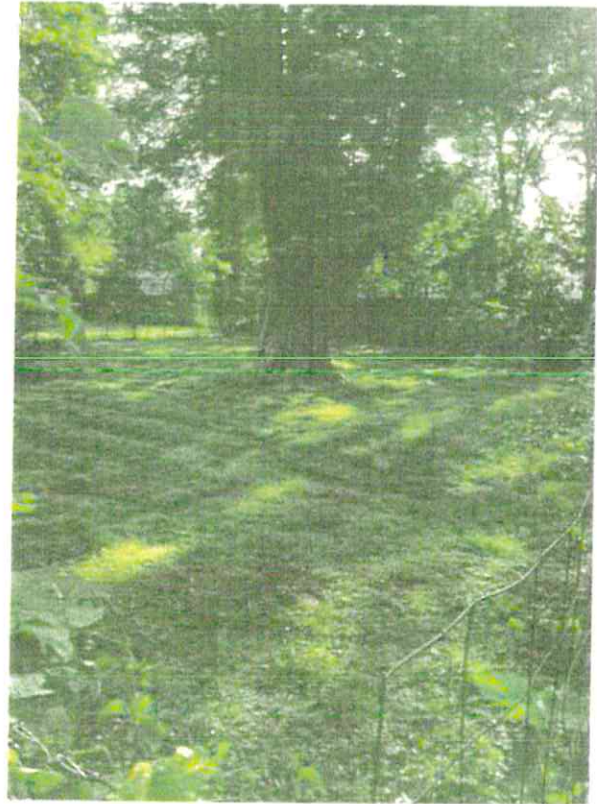
Method of Compliance: Property was mowed and brought into compliance.

- 2 Full Time Employees
- 2 Temps.
- 1 City Truck & Trailer
- 2 Mowers

Shane Pegram  
Code Enforcement Officer

05/23/2025  
Date







Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

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

Cameron Baker  
Deputy City Attorney  
cbaker@springdalear.gov

George McManus  
Deputy City Attorney  
gmcmanus@springdalear.gov



**SPRINGDALE™**  
WE'RE MAKING IT HAPPEN

**OFFICE OF CITY ATTORNEY**

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

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

Steve Helms  
Investigator  
shelms@springdalear.gov

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

Christy Pinalto  
File/Discovery Clerk  
cpinalto@springdalear.gov

June 25, 2025

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL**

Israel Martinez Diaz  
Virginia Gamboa Hernandez  
5978 S. Primrose Road  
Lowell, AR 72764-9379

RE: Notice of clean-up lien on property located at 1023 Lowell Road, Springdale, Washington County, Arkansas, Tax Parcel No. 815-22853-000

Dear Property Owner/Lienholder:

On April 16, 24 and May 20, 2025, a notice was posted on property located at 1023 Lowell Road, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on April 24, 2025 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 23, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$381.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 6, 2025 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 12, 2025, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$391.24, which includes \$381.32 for cleaning up the property and \$9.92 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Israel Martinez Diaz and Virginia Gamboa Hernandez at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

I realize that you were not the owner of this property at the time of the abatements. However, this office has a duty to seek payment of these abatement charges for the City of Springdale. If you should have any questions, please let me know.

Sincerely,



Ernest B. Cate  
City Attorney

Enclosures  
EBC:dp

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Israel Martinez Diaz  
 Virginia Gamboa Hernandez  
 5978 S. Primrose Road  
 Lowell, AR 72764-9379



9590 9402 8146 3030 4439 72

Article Number (Transfer from service label)

9589 0710 5270 1057 1515 75

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

**COMPLETE THIS SECTION ON DELIVERY**

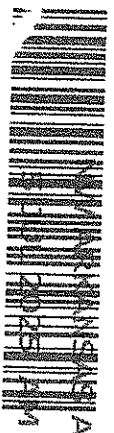
- A. Signature  Agent  
 Addressed
- B. Received by (Printed Name) Virginia Gamboa Hernandez C. Date of Delivery 7/03/18
- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Domestic Return Receipt

United States Postal Service

9590 9402 8146 3030 4439 72



USPS TRACKING #

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

Office of the  
 CITY ATTORNEY  
 201 NORTH SPRING STREET  
 SPRINGDALE, ARKANSAS 72764



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

1023 Lowell

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

**A RESOLUTION AUTHORIZING THE  
DESTRUCTION OF OLD POLICE RECORDS**

**WHEREAS**, there is presently a shortage of storage space to maintain old Police records, and

**WHEREAS**, all of the records are items that the Police Department is not required to keep by law or are items that have been digitally archived, and

**WHEREAS**, Arkansas Code Ann. § 14-59-114 provides for the destruction of old records with the permission of the City Council.

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

Section 1. The Mayor is hereby authorized to arrange for the destruction, by shredding, of old Police Department records and other documents indicated on the attached affidavit, in accordance with Arkansas Code Ann. §14-59-114.

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2025.

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

ATTEST:

\_\_\_\_\_  
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

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

SKID #1 20 Boxes of 2014

SKID #2 42 Boxes of 2013-2015 mixed

SKID #3 41 Boxes of 2014-2016 mixed

SKID #4 1 Box of timesheets OCEDEF

- 7 boxes of narcotics files

- 4 Boxes of juvenile arrest hard copy citations

SKID #5 11 Boxes of Bethel Heights Ticket Books

- 2 Boxes Sunrise Inn Investigation

- 19 Boxes Civil Service Records SPD and SFD Hiring and promotion exams

SKID #6 1 Box of Reconciled tickets

- 1 Box 1999 DWI records

- 4 Boxes of NIBERS Deletions

- 13 Boxes of sealed records

- 1 Box BAC tickets and jail logs

SKID #7 38 Boxes of Bethel Heights Incident Reports

- 3 Boxes of Bethel Heights Ticket Books

- 1 Box of Bethel Heights field contacts

The City Council of the City of Springdale met in regular session on Tuesday, July 22, 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   |
| 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            |
| Ben Peters      | Director of Engineering          |
| Sharon Tromburg | Director of Planning             |
| James Smith     | Director of Airport/Public Works |
| Blake Holte     | Fire Chief                       |
| Mike Chamlee    | Buildings Director               |
| Derek Wright    | Police Chief                     |
| John Oliver     | Neighborhood Services            |

### **CITIZEN COMMENTS**

None

### **APPROVAL OF MINUTES**

Council Member Overton moved the minutes of the July 8, 2025 City Council meeting be approved as presented. Council Member Taldo 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 8-0

### **ANNOUNCEMENT**

Council Member Mike Overton recommended that Item 9a be tabled to the August 12 City Council meeting. Council Member Taldo seconded the motion.

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

**PRESENTATIONS**

Washington County Quorum Court

Brad Bruns, Justice of the Peace, District 1 and Vladimir Lopez, Justice of the Peace District 4, gave a 6-month briefing of the Quorum Court and how their actions affect the City of Springdale.

Downtown Springdale Alliance

Paxton Roberts, Executive Director of the Downtown Springdale Alliance, presented the progress on the first two quarters of 2025.

**PLANNING COMMISSION**

ORDINANCE NO. 6110 - 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.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6110.

ORDINANCE NO. 6111 – 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.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6111.

ORDINANCE NO. 6112 – 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.

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

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

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

The Ordinance was numbered 6112.

ORDINANCE NO. 6113 – 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.

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 8-0.

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

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

The Ordinance was numbered 6113.

RESOLUTION NO. 101 – 25: 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.

Planning Director Sharon Tromburg read and presented the Resolution

**RESOLUTION NO. 101-25**

**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.

Council Member Fougousse moved the Resolution be adopted, with Option 1. Council Member Harriman made the second.

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

The Resolution was numbered 101-25.

RESOLUTION NO. 102 – 25: 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

Planning Director Sharon Tromburg read and presented the Resolution

**RESOLUTION NO. 102-25**

**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 4:** Denies a waiver and allows a Bill of Assurance for a period not to exceed 5 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.

Council Member Overton moved the Resolution be adopted, with Option 4. Council Member Fougousse made the second.

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

The Resolution was numbered 102-25.

RESOLUTION NO. 103 – 25: 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.

Planning Director Sharon Tromburg read and presented the Resolution

**RESOLUTION NO. 103-25**

**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.

Council Member Powell moved the Resolution be adopted, with Option 1. Council Member Fougrousse made the second.

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

The Resolution was numbered 103-25.

**FINANCE COMMITTEE**

RESOLUTION NO. 104 – 25: AUTHORIZING THE EXECUTION OF A CHANGE ORDER FOR ACQUISITION SERVICES FOR N. 56th STREET EXTENSION

Committee Chairman Jeff Watson read the Resolution. Ben Peters presented the Resolution.

**RESOLUTION NO. 104-25**

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

**WHEREAS**, the City of Springdale is in need of additional acquisition services for the N 56<sup>th</sup> 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.

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

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

The Resolution was numbered 104-25.

**POLICE AND FIRE COMMITTEE**

**RESOLUTION NO. 105 – 25: ENTERING INTO AN AGREEMENT FOR HARDWARE AND SOFTWARE SAFETY PRODUCTS FOR THE SPRINGDALE POLICE DEPARTMENT**

Police & Fire Committee Chairman, Brian Powell, read the Resolution.

**RESOLUTION NO. 105-25**

**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.

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

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

The Resolution was numbered 105-25.

RESOLUTION NO. 106 – 25: AUTHORIZING THE PURCHASE OF A NEW LOCUTION FIRE STATION ALERTING SYSTEM AND INSTALLATION FOR THE SPRINGDALE FIRE DEPARTMENT, AND TO WAIVE COMPETITIVE BIDDING

Police & Fire Committee Chairman, Brian Powell, read the Resolution. Fire Chief Blake Holte presented the Resolution.

**RESOLUTION NO. 106-25**

**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)

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

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

The Resolution was numbered 106-25.

RESOLUTION NO. 107 – 25: SETTING A HEARING DATE ON A PETITION TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

City Attorney, Ernest Cate, read and presented the Resolution.

**RESOLUTION NO. 107-25**

**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.

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

After the vote was taken, motion carried 7-1. Council Member Taldo abstained.

The Resolution was numbered 107-25.

**COMMENTS FROM COUNCIL MEMBERS**

None

**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 7:23 p.m.

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Doug Sprouse, Mayor

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Sabra Jeffus, City Clerk/Treasurer