- The next City Council Committee Meeting will be discussed during tonight's meeting.
- Agenda Packet will be available on the Friday before the meeting.

SPRINGDALE CITY COUNCIL REGULAR MEETING CITY COUNCIL CHAMBERS 201 SPRING STREET (2ND FLOOR) Tuesday, December 9th, 2025

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance
Invocation – Councilman Mike Overton

- 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, November 25th, 2025.** Pgs.205-216
- 6. <u>A Public Hearing</u> on a Petition to Vacate a Portion of a Utility Easement at 1840 W. Sunset, Presented by Ernest Cate, City Attorney

- 7. <u>A Public Hearing</u> on a Petition to Vacate a Portion of 2 Utility Easements in Whispering Springs Subdivision, Presented by Ernest Cate, City Attorney.
- 8. 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)* **9B-9J**, **10H**, **13-16**(Motion must be approved by two-thirds (2/3) of the council members).
- 9. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development
 - **A.** <u>A. Resolution</u> approving a waiver (W25-44) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Paramount Metals in connection with L25-26, a large-scale development. Pgs. 1-4 Tabled from 11-25-25 City Council Meeting.
 - **B.** <u>An Ordinance</u> amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-66) certain lands located at 1012 Schmieding Avenue from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5), and declaring an emergency. Pgs. 5-9
 - C. <u>An Ordinance</u> amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-67) certain lands located at 3735 Treat Lane from a General Commercial District (C-2) to a

Light Industrial District (I-1), and declaring an emergency. Pgs. 10-14

- **D.** <u>An Ordinance</u> amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-68) certain lands located at 274 S. 48th Street from a High-Density Multi-Family Residential District (MF24) to an Institutional District (P-1), and declaring an emergency. Pgs. 15-19
- E. <u>An Ordinance</u> amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-69) certain lands located on AR Highway 112 at Springdale's southwest edge, south of New Hope Road and adjacent to Tontitown, from an Agricultural District (A-1) to a Neighborhood Commercial District (C-1), and declaring an emergency. Pgs. 20-24
- **F.** <u>An Ordinance</u> amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form-Based Code (FB25-13); revising Section 2.0, the Regulating Plan; declaring an emergency; and for other purposes. Pgs. 25-28
- G. <u>An Ordinance</u> amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (FB25-14) certain lands from a Low/Medium Density Single-Family Residential District (SF-2) to a SEED District Neighborhood Residential Type 1 (NR1), and declaring an emergency. Pgs 29-32
- **H.** An Ordinance accepting the replat (RP25-13) of I-49 Industrial Park, Lot 3, to the City of Springdale, Arkansas, and declaring an emergency. Pgs 33-43

- **I.** <u>An Ordinance</u> accepting the final plat (FP25-08) of Whispering Springs, Phase I, to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 44-53
- **J.** <u>An Ordinance</u> accepting the final plat (FP25-10) of GAP at The Crossings, Phase I, to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 54-67
- **K.** <u>A Resolution</u> approving a conditional use for a tandem lot (C25-11) at 1840 & 1860 W. Sunset Avenue as set forth in Ordinance No. 4030. Pgs. 68-70
- **L.** <u>A Resolution</u> approving a conditional use (C25-12) for Angels's Salvadorian & Mexican Food at 3389 N. Thompson Street as set forth in Ordinance No. 4030. Pgs. 71-75
- M. <u>A Resolution</u> approving a waiver (W25-46) of subdivision requirements as set forth in Ordinance No. 3725 to Pinkley Farms, Inc., in connection with LS25-44, an informal plat. Pgs. 76-78
- 10. Finance Committee by Chairman Jeff Watson All Item (s) forwarded with recommendation for approval
 - A. <u>A Resolution</u> authorizing the City Attorney to settle a condemnation lawsuit wherein Janet Dancer is Defendant (56th Street South Road Improvement Project, Project No. CP1408, Tracts 22-24). Presented by Ernest Cate, City Attorney. Pgs 79-91
 - B. <u>A Resolution</u> authorizing the execution of construction contract for J.B. Hunt Park Trail. Presented by Ben Peters, Engineering Director. Pgs 92-95
 - C. <u>A Resolution</u> authorizing the expenditure of fund to acquire property from Luis Alonso Villegas and Clara Rosa Villegas for the Sunset Avenue Extension and Powell Street Improvement

- Project, Project No. 23BPS6. Presented by Ernest Cate, City Attorney. Pgs 96-100
- **D.** <u>A Resolution</u> authorizing the Mayor and City Clerk to enter into a contract with the Illinois River Watershed Partnership (IRWP), for detention pond retrofits in the Great Meadows Subdivision. Presented by Ben Peters, Engineering Director. Pgs 101-110
- E. <u>A Resolution</u> amending the 2025 budget of the City of Springdale Neighborhood Services Department. Presented by Ron Findley, Director of Neighborhood Services. Pg 111
- F. <u>A Resolution</u> amending the 2025 budget of the City of Springdale Police Department. Presented by Colby Fulfer, Chief of Staff.

 Pg 112
- G. <u>A Resolution</u> approving the City of Springdale, Arkansas, budget for the year 2026. Presented by Mayor Doug Sprouse. Pg 113
- H. <u>An Ordinance</u> setting the salaries of the elected officials and planning commission members of the City of Springdale,
 Arkansas; and repealing Ordinance No. 6034. Presented by Ernest Cate, City Attorney. Pg 114
- **I.** <u>A Resolution</u> waiving competitive bidding and authorization to enter into an agree for improvements to the Allen Building. Presented by Colby Fulfer, Chief of Staff. Pgs. 115-116
- J. <u>A Resolution</u> entering into a guaranteed maximum price contract for renovations to Shiloh Museum of Ozark History. Presented by Angie Albright, Director at Shiloh Museum of Ozark History. Pgs. 117-135

- 11. Parks and Recreation Committee by Chairman Randall Harriman All Item (s) forwarded with recommendation for approval
 - A. <u>A Resolution</u> entering into an agreement for upgrades to the Springdale Parks and Recreation Facility (Project No. 23BPP5).
 Presented by Chad Wolf, Parks and Recreation Director. Pgs 136-145
 - B. <u>A Resolution</u> authorizing the purchase of new soccer goals for the City of Springdale Parks and Recreation Department (Project No. 23BPP7). Presented by Chad Wolf, Parks and Recreation Director. Pgs 146-150
 - C. <u>A Resolution</u> authorizing the execution of a contract for artificial turf & related items; To waive competitive bidding, and for other purposes. Presented by Chad Wolf, Parks and Recreation Director. Pgs 151-158
- 12. Police and Fire Committee by Chairman Brian Powell All Item (s) forwarded with recommendation for approval
 - A. <u>A Resolution</u> amending Resolution No. 8-25 entering into an agreement, to appropriate funds for the Springdale Police Department, and to waive competitive bidding. Presented by Derek Wright, Police Chief. Pgs. 159-167
- 13. <u>An Ordinance</u> 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. Pgs. 168-171
- 14. <u>An Ordinance</u> vacating and abandoning a portion of two utility easements, pursuant to Ark. Code Ann. §14-301-301, et seq., declaring an emergency; and for other purposes. Pgs. 172-174

- 15. <u>An Ordinance</u> 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. Pgs. 175-201
- 16. <u>An Ordinance</u> authorizing the City Clerk to file a lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 836 Jay Lane, Springdale, Arkansas; and declaring an emergency. Pgs. 202-204
- 17. <u>A Discussion</u> regarding the second Committee and regular City Council meeting in December.
- 18. Comments from Council Members.
- 19. Comments from Department Heads.
- 20. Comments from City Attorney.
- 21. Comments from Mayor.
- 22. Adjournment.

RESO	LUTI	ON N	Ο.	

A RESOLUTION APPROVING A WAIVER (W25-44) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO PARAMOUNT METALS IN CONNECTION WITH L25-26, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-44) 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 (W25-44) of street improvements to Old Wire Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-26, a Large-Scale Development for Paramount Metals, 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 Old Wire Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-26, a Large-Scale Development for Paramount Metals.
- **Option 2: Denies** a waiver of street improvements to Old Wire Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-26, a Large-Scale Development for Paramount Metals.
- **Option 3: Approves** payment in lieu of improvements to Old Wire Road in connection with L25-26, a Large-Scale Development for Paramount Metals, with the estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver an exceed years for street impro improvements related thereto, curbs, gronnection with L25-26, a Large-Scale I	vemen utters,	ts to Old \sidewalks,	Wire Road and street	including drainage lights to be built in
PASSED AND APPROVED this		day of _		, 2025.
	Doug	Sprouse, N	/layor	
ATTEST:				
Sabra Jeffus, City Clerk/Treasurer				

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



S 30/50' (WHEN PARKING IS BETWEEN R.O.W AND BUILDING) 0/50' (WHEN ADJACENT TO RESIDENTIAL USES) 25/50' (WHEN ADJACENT TO RESIDENTIAL USES)

LANDSCAPE BUFFER: FRONT: 10' SIDE/REAR: 5'

PARKING SPACE ANALYSIS
OFFICE: 1/300 SF X 3,750 SF=13 STALLS
MANUFACTURING: 1/6000 SF X 40,500 SF=7 STALLS
REQUIRED PARKING: 2



what's below. Call before you dig.

LAYOUT NOTES

- THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR DIRECTION AND RESOLUTION OF DISCREPANCIES PRIOR TO PROCEEDING.
- VERIFY LOCATIONS OF ALL SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE ENGINEER FOR INSTRUCTION PRIOR TO COMMENCING WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.

5' CONCRETE:

- WHERE DIMENSIONS ARE CALLED AS "EQUAL", ALL REFERENCED ITEMS SHALL BE SPACED EQUALLY, MEASURED TO THEIR CENTER LINES.
- ALL DIMENSIONS ARE PERPENDICULAR TO FACE OF BUILDING, WALL OR OTHER FIXED SITE IMPROVEMENT AND DIMENSIONS AT CURB ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
- INSTALL ALL INTERSECTING ELEMENTS AT 90 DEGREES TO EACH OTHER UNLESS OTHERWISE NOTED.
- COORDINATE PAINTING OF FIRE LANES WITH OWNER AND LOCAL FIRE DEPARTMENT.
- 8. UNLESS OTHERWISE SHOWN, ALL CURB RADII SHALL BE 2'.
- ASPHALT CONCRETE SURFACE AND BASE COURSE MATERIALS SHOULD MEET OR EXCEED THE REQUIREMENTS AS OUTLINED IN THE DETAILS OR
 AS SPECIFIED BY THE STATE OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- 10. AN INDEPENDENT TESTING LABORATORY, SELECTED AND PAID FOR BY THE CONTRACTOR AND APPROVED BY THE OWNER, SHALL BE RETAINED TO PERFORM CONSTRUCTION TESTING OF IN-PLACE ASPHALT CONCRETE COURSES FOR COMPLIANCE WITH REQUIREMENTS FOR THICKNESS AND SURFACE SMOOTHNESS REQUIREMENTS.
- 11. ALL REMOVAL OF ASPHALT/CONCRETE PAVEMENT WILL BE SAW CUT.
- CURBS MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE: OMNI SEAL 50, PERCORA 864 AND 865, DOW
 CORNING 888, OR PRE-APPROVED EQUAL.
- A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATION FORM MUST BE COMPLETED, STAMPED. AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT. STOCKPILING OF CONSTRUCTION SPOIL MATERIAL AT PARTICULAR LOCATIONS SHALL DNLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED (6) MONTHS. PRIOD TO A FINAL INSPECTION OF THE GRADING PERMIT, THE FOLLOWING STANDARDS SHALL BE ACHIEVED FOR COMPLETION OF CONSTRUCTION.
- DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY THE PLANNING
- CUMMISSION, AND
 THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND
 NO SLOPES STEEPER THAN A 31 PITOH UNLESS OTHERWISE APPROVED IN WITHING BY THE DIRECTOR OF ENGINEERING, AND
 NOTICE OF VIOLATIONS ISSUED HAVE ALL COPRICATIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY THE
- ALL HEAVY EQUIPMENT. STOCKPILES. AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE

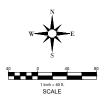
GREENSPACE CALCULATIONS

SITE GREEN SPACE - 10% OF SITE SHALL BE GREENSPACE SITE AREA: 205,602 SF (4.72 ACRES) = 20,560 SF GREEN SPACE PROVIDED: 49,158 SF (1.12 ACRES) = 24%

STREET FRONTAGE LANDSCAPING: 10' GREENSPACE

INTERIOR PARKING LOT LANDSCAPING: 10% INTERIOR GREENSPACE PARKING AREA = 13,462 SF REQUIRED: 1,346 SF PROVIDED: 1,520 SF = 16%

GROSS AREA WITHIN PROPERTY LINE: 185,215 SF = 4.25 ACRES NET AREA WITH ROW: 199,882 = 4.59 ACRES



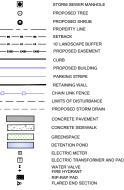
POWER POLE TELEPHONE PEDESTAL 1 FIRE HYDRANT WATER VALVE WATER METER GAS METER STORM SEWER MANHOLE (W) WATER LINE STORM DRAIN PROPERTY LINE PROPERTY LINE CENTERLINE OF ROAD (C/L) RIGHT-OF-WAY (R/W) OVERHEAD POWER LINE GAS LINE CONCRETE PAVING ASPHALT DRIVE

FOUND MONUMENT

EXISTING LEGEND

0 SETBACK CURB

PROPOSED LEGEND



L25-26

ഗ

PARAMOUNT METAL 2530 OLD WIRE RD SPRINGDALE, AR 72764

PROJ: 25-109

SITE

DIMENSION

PLAN

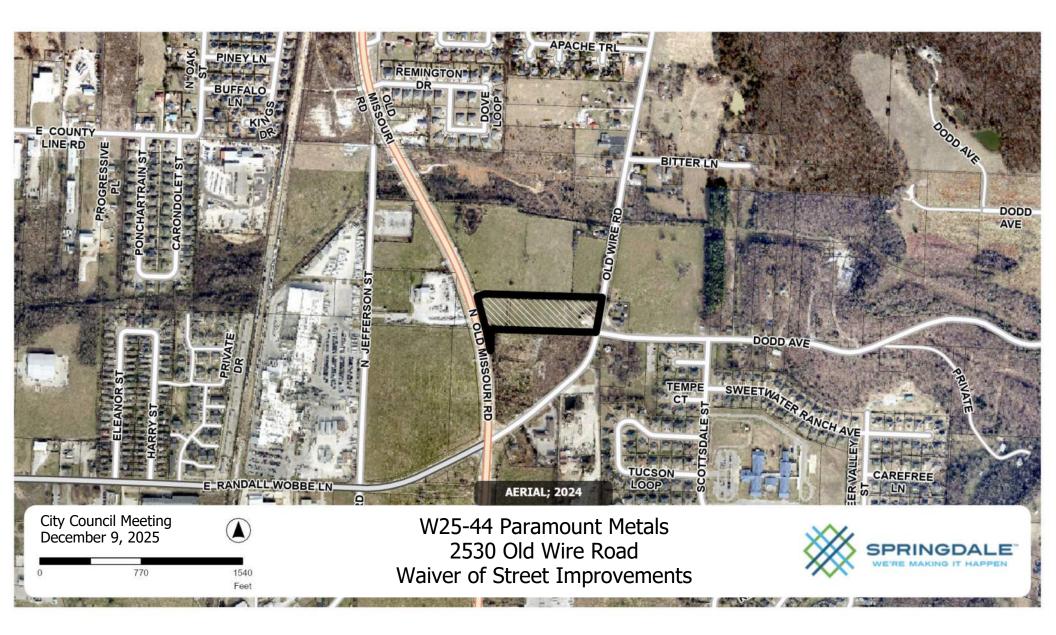
C200

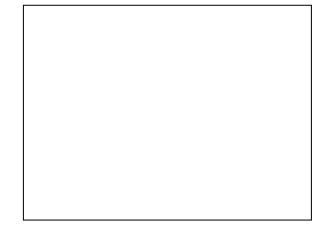
Page 2



NOTE: APPLICANT ONLY RESPONSIBLE FOR THEIR SIDE OF THE STREET







				_		
$\boldsymbol{\smallfrown}$	Ρг	111	A N I	CF	\mathbf{N}	
	\sim 1	им	ΔN			

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-66) CERTAIN LANDS LOCATED AT 1012 SCHMIEDING **AVENUE FROM** Α **GENERAL** (C-2) TO COMMERCIAL DISTRICT Α THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND **DECLARING** EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 2, 2025, for hearing the matter of a petition of Henryquez Garage, LLC, requesting that the following described tract of real estate to be zoned from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

Layman's Description: 1012 Schmieding Avenue.

Legal Description:

PART OF THE SE1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 2, THENCE S 03°21'10" W 525.00 FEET, THENCE S 86°38'50" E 521.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S 86°38'50" E 79.22 FEET, THENCE S 03°21'10" W 112.79 FEET, THENCE S 87°08'09" E 22.70 FEET, THENCE S 05°50'17" E 66.40 FEET, THENCE S 01°48'14" W 81.52 FEET TO THE NORTH RIGHT-OF-WAY OF SCHMIEDING AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N 87°04'37" W 106.88 FEET, THENCE LEAVING SAID RIGHT-OF-WAY N 01°37'37" E 260.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.56 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning

Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R25-66) from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

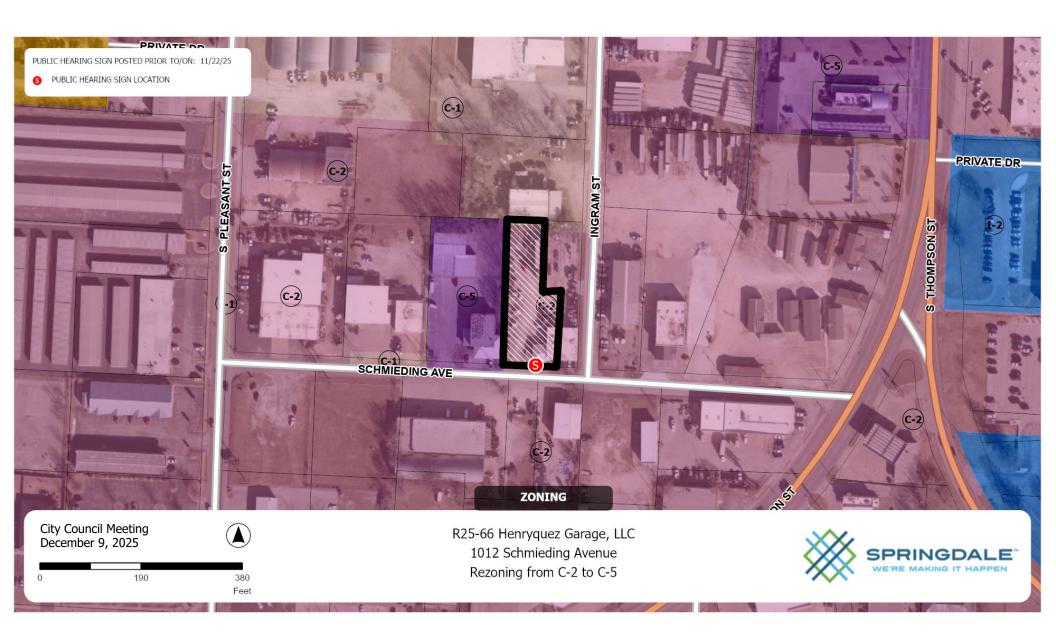
SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

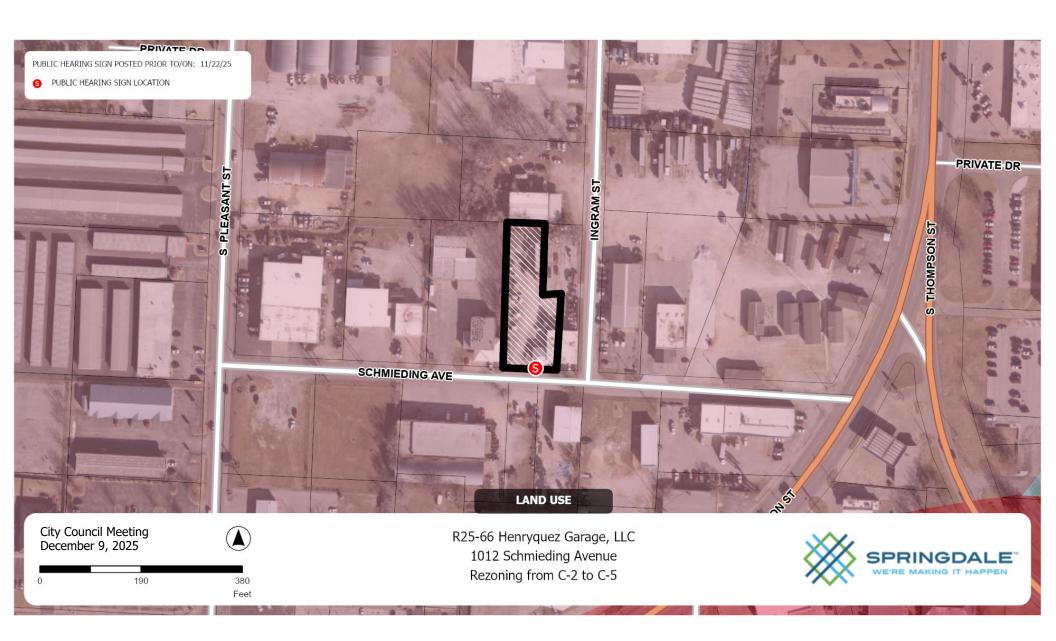
From a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

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

PASSED AND APPROVED THIS	DAY OF	, 2025.	
	Doug Sprouse, Mayor		
ATTEST:			
Sabra Jeffus, City Clerk			
APPROVED AS TO FORM:			
Ernest Cate, City Attorney	_		









OR	DIN	JΔN	ICE	NO)
\mathbf{v}	$\boldsymbol{\nu}$	1011	-	110	

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-67) CERTAIN LANDS LOCATED AT 3735 TREAT LANE FROM A GENERAL COMMERCIAL (C-2) TO A LIGHT INDUSTRIAL DISTRICT (I-1), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 2, 2025, for hearing the matter of a petition of Treat Ln Production Yards 13, LLC., requesting that the following described tract of real estate to be zoned from a General Commercial (C-2) to a Light Industrial District (I-1).

Layman's Description: 3735 Treat Lane.

Legal Description:

LOT 4 OF THE REPLAT OF LOT 4. K.C. PROPERTIES OF NORTHWEST ARKANSAS SUBDIVISION PHASE II TO THE CITY OF SPRINGDALE. ARKANSAS, AS PER REPLAT FILED FOR RECORD IN PLAT BOOK 23A AT PAGE 263 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S87°25'33"E 679.95' FROM THE SOUTHWEST CORNER OF SAID NORTH HALF AND RUNNING THENCE N02°18'51"E 165.03', THENCE N11°49'15"W 163.26' TO AN EXISTING P/K NAIL, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00' FOR A CHORD BEARING AND DISTANCE OF S77°30'51"W 22.23' TO AN EXISTING REBAR, THENCE N02°17'59"E 45.27' TO AN EXISTING P/K NAIL, THENCE \$87°42'19"E 210.48' TO AN EXISTING PIPE, THENCE \$48°04'54"E 573.67', THENCE N87°25'33"W 591.11' TO THE POINT OF BEGINNING, CONTAINING

3.22 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN TREAT LANE RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R25-67) from a General Commercial (C-2) to a Light Industrial District (I-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

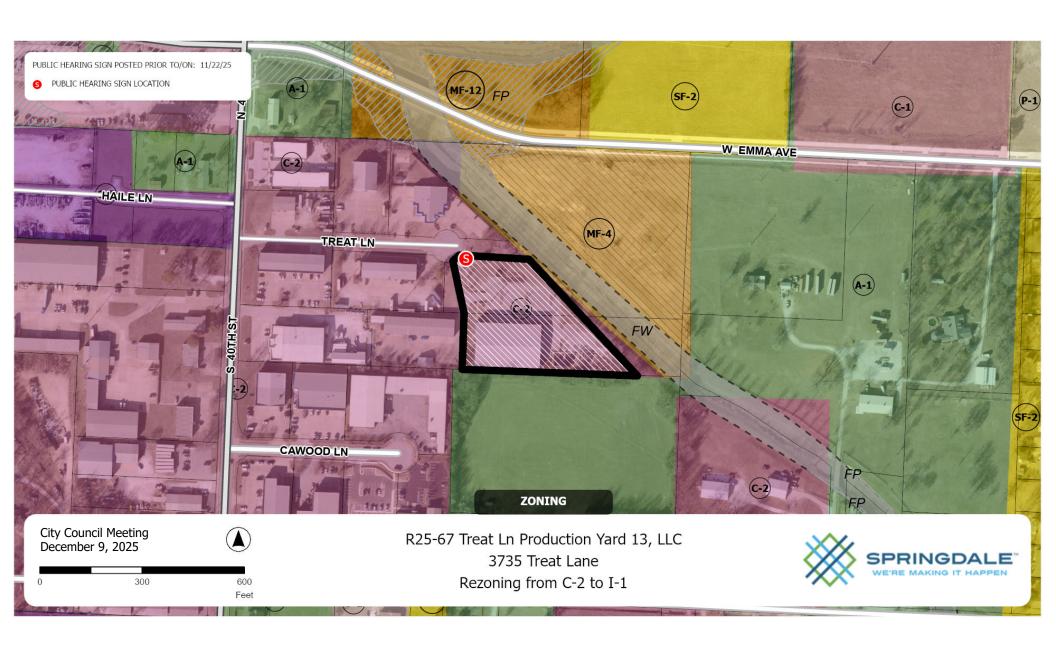
SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

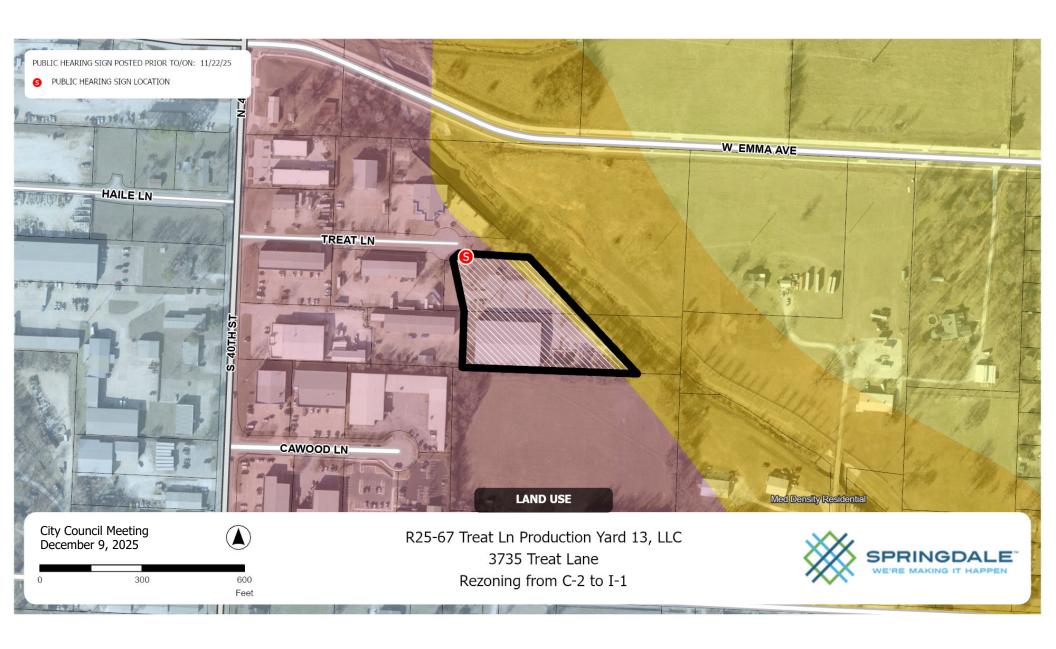
From a General Commercial (C-2) to a Light Industrial District (I-1).

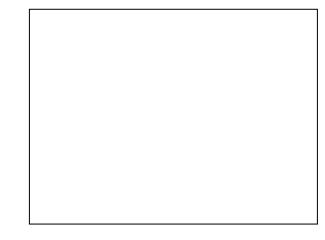
SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS	DAY OF	, 2025.
	Doug Sprouse, Mayor	
ATTEST:		
Sabra Jeffus, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		









ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-68) CERTAIN LANDS LOCATED AT 274 S. 48TH STREET FROM A HIGH-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-24) TO AN INSTITUTIONAL DISTRICT (P-1), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 2, 2025, for hearing the matter of a petition of Chancad, LLC, requesting that the following described tract of real estate to be zoned from a High-Density Multi-family Residential District (MF-24) to an Institutional District (P-1).

Layman's Description: 274 S. 48th Street.

Legal Description:

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-THREE (33), 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:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 33, SAID POINT BEING A COTTON PICKER SPINDLE IN SOUTH 48TH STREET; THENCE ALONG THE EAST LINE OF SAID SE 1/4 OF THE SW 1/4 AND SAID SOUTH 48TH STREET, N02°10'11"E A DISTANCE OF 173.93 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND SOUTH 48TH STREET, N87°50'59"W A DISTANCE OF 499.98 FEET TO AN IRON PIN WITH CAP "BUESCHER PLS 1181"; THENCE S02°06'56"W A DISTANCE OF 174.40 FEET TO A POINT ON THE SOUTH LINE OF SAID SE 1/4 OF THE SW 1/4, SAID POINT BEING AN IRON PIN WITH CAP "BUESCHER PLS 1181"; THENCE ALONG SAID SOUTH LINE, N87°52'21"W A DISTANCE OF 831.68 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SW 1/4, SAID POINT BEING A 3/4 INCH PINCHED PIPE; THENCE LEAVING SAID SOUTH LINE, N02°27'42"E A DISTANCE OF 824.47 FEET TO AN IRON PIN WITH CAP "LANDTECH PLS 1214"; THENCE S87°52'05"E A DISTANCE OF 1327.29 FEET TO A POINT ON THE EAST LINE OF SAID SE 1/4 OF THE SW 1/4, SAID POINT ALSO BEING IN SOUTH 48TH STREET; THENCE ALONG

SAID EAST LINE AND SOUTH 48TH STREET, S02°10'11"W A DISTANCE OF 650.15 FEET TO THE POINT OF BEGINNING, CONTAINING 23.16 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF SOUTH 48TH STREET ALONG THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R25-68) from a High-Density Multi-family Residential District (MF-24) to an Institutional District (P-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

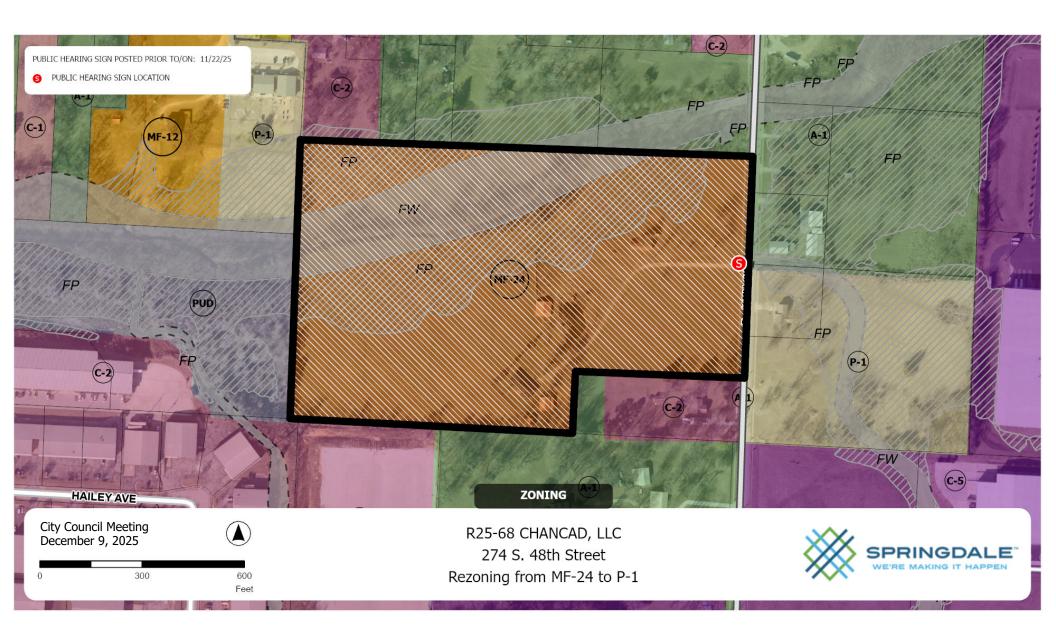
SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From a High-Density Multi-Family Residential District (MF-24) to an Institutional District (P-1).

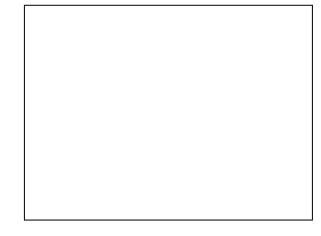
SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS _	DAY OF	, 2025	
	Doug Sprouse, Mayor		
ATTEST:			
Sabra Jeffus, City Clerk			
APPROVED AS TO FORM:			
Ernest Cate, City Attorney			









OR	DIN	JΔN	CE	NO	
OI1	יווע		\sim L		

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME ZONING ORDINANCE OF BEING THE THE CITY SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-69) CERTAIN LANDS LOCATED ON AR HIGHWAY 112 AT SPRINGDALE'S SOUTHWEST EDGE, SOUTH OF NEW HOPE ROAD & ADJACENT TO TONTITOWN FROM AN AGRICULTURAL DISTRICT (A-1) **NEIGHBORHOOD** COMMERCIAL DISTRICT (C-1),AND **DECLARING AN EMERGENCY.**

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 2, 2025, for hearing the matter of a petition of Charles Parette, Roger Parette & PCNL Investments, LLC, requesting that the following described tract of real estate to be zoned from an Agricultural District (A-1) to a Neighborhood Commercial District (C-1).

Layman's Description: Undeveloped parcel fronting AR Highway 112 at Springdale's southwest edge, south of New Hope Road, adjacent to Tontitown, and south of 2392 S. Maestri Road.

Legal Description:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH OF RANGE THIRTY (30) WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN THE COUNTY OF WASHINGTON, STATE OF ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER AND THENCE WEST ONE HUNDRED SEVENTY-SIX AND FIVE TENTHS (176.5) FEET; THENCE NORTH 8°00' WEST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS (148.5) FEET; THENCE NORTH 11°23' WEST ONE HUNDRED FORTY-EIGHT AND THIRTY-FOUR HUNDREDTHS (148.34) FEET; THENCE EAST TWO HUNDRED NINETY AND FOURTEEN HUNDREDTHS (290.14) FEET; THENCE SOUTH FIVE HUNDRED EIGHTY-SIX AND EIGHT TENTHS (586.8) FEET TO THE POINT OF BEGINNING AND CONTAINING THREE AND TEN HUNDREDTHS (3.10) ACRES MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R25-69) from an Agricultural District (A-1) to a Neighborhood Commercial District (C-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

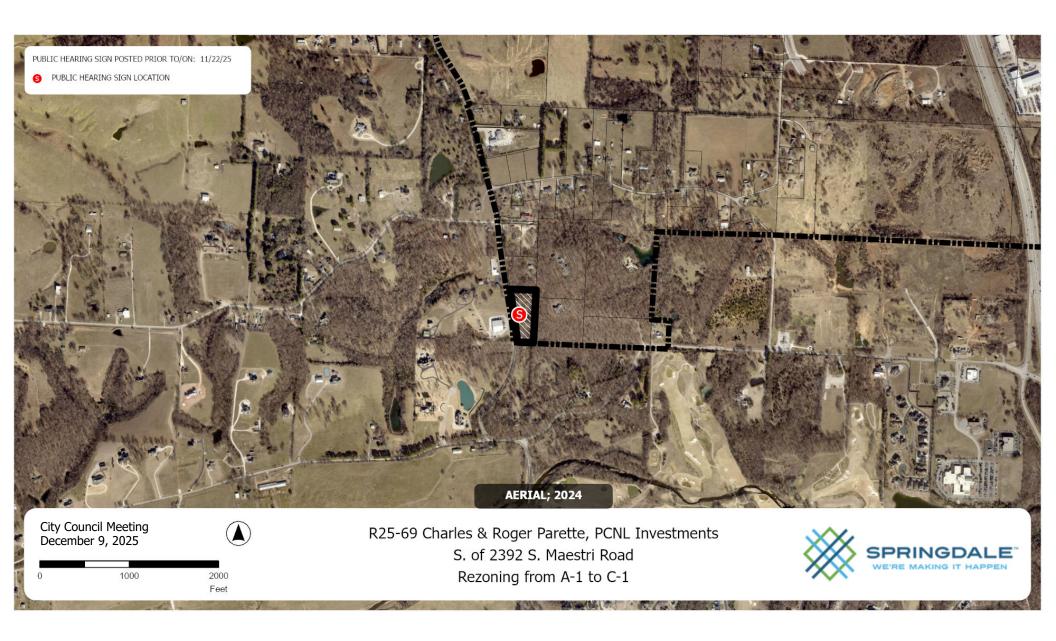
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

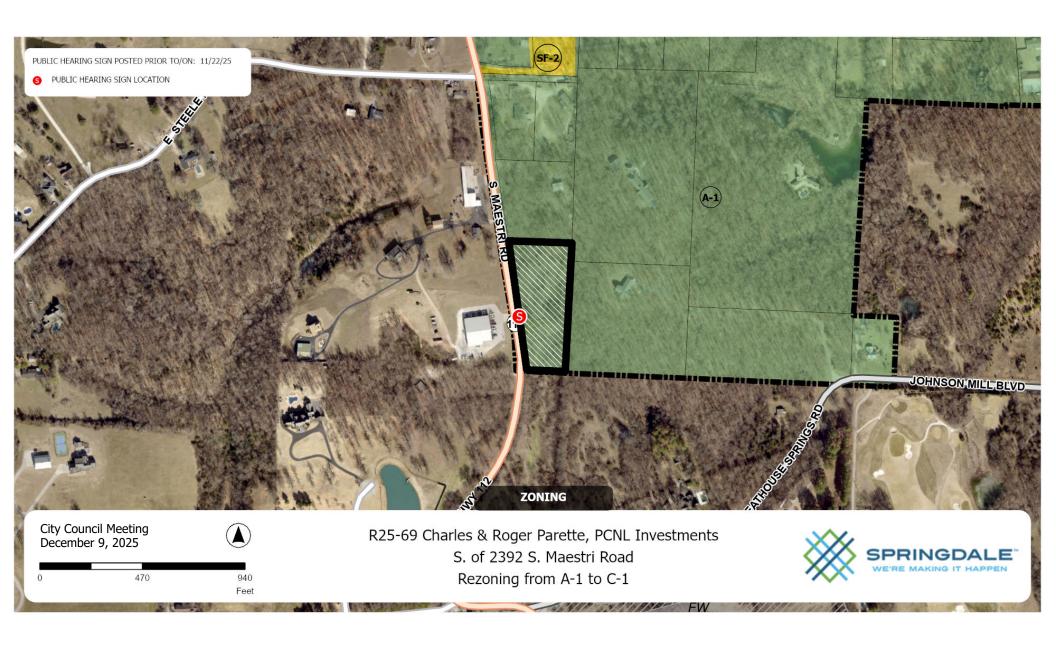
SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

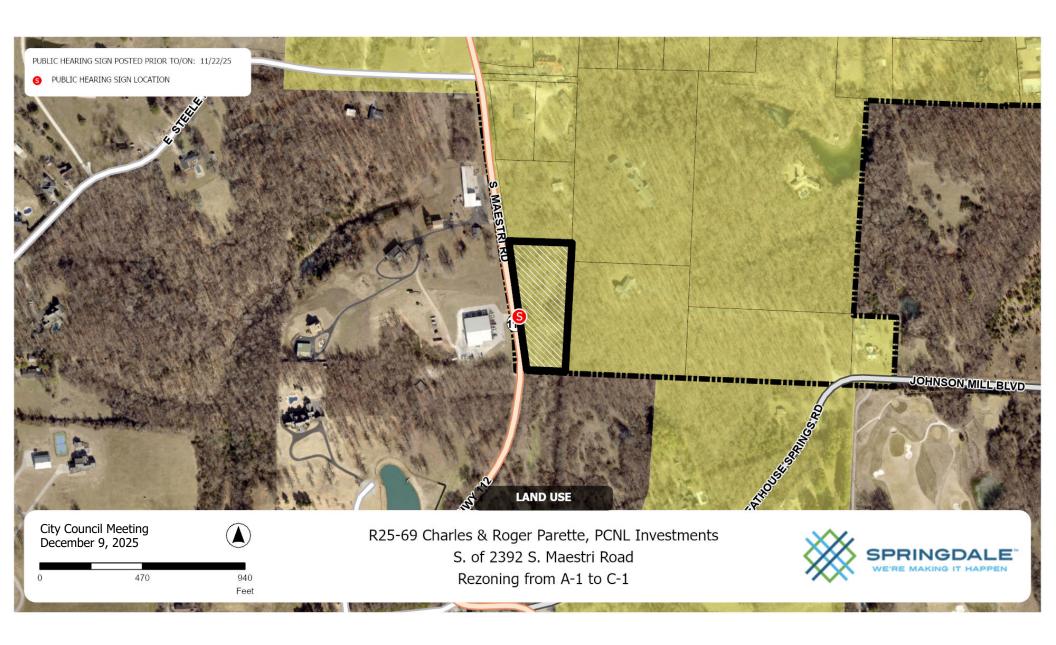
From an Agricultural District (A-1) to a Neighborhood Commercial District (C-1).

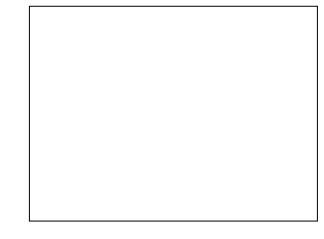
SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS	DAY OF	, 2025	
	Doug Sprouse, Mayor		
ATTEST:			
Sabra Jeffus, City Clerk			
APPROVED AS TO FORM:			
Ernest Cate. City Attorney			









ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM-BASED CODE (FB25-13); REVISING SECTION 2.0 THE REGULATING PLAN, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

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

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt revisions to the Downtown District Form-Based Code (FB25-13) for the City of Springdale, Arkansas to revise Section 2 The Regulating Plan by removing parcels 815-25984-000, 815-25985-000, 815-25986-000, 815-25987-000, 815-25988-000, 815-25990-000, 815-25990-000, 815-25991-000, 815-25992-000, 815-25993-000, 815-25994-000, 815-25995-000, 815-25996-000, 815-25997-000 located at Success Subdivision from Neighborhood Residential District Type 1 (NR1) to Neighborhood Center Type 2 District (NC2);

WHEREAS, a public hearing was held before the Springdale Planning Commission on December 2, 2025, after notice was given of said hearing as required by law;

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

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

SECTION 1. There is adopted a revision to the reference a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Springdale, Arkansas, for inspection and view by the public, and being marked and designated as the "Downtown District Form-Based Code", for the City of Springdale, Arkansas said revision to Section 2 The Regulating Plan by removal of parcels 815-25984-000, 815-25985-000, 815-25986-000, 815-25987-000, 815-25993-000, 815-2

1

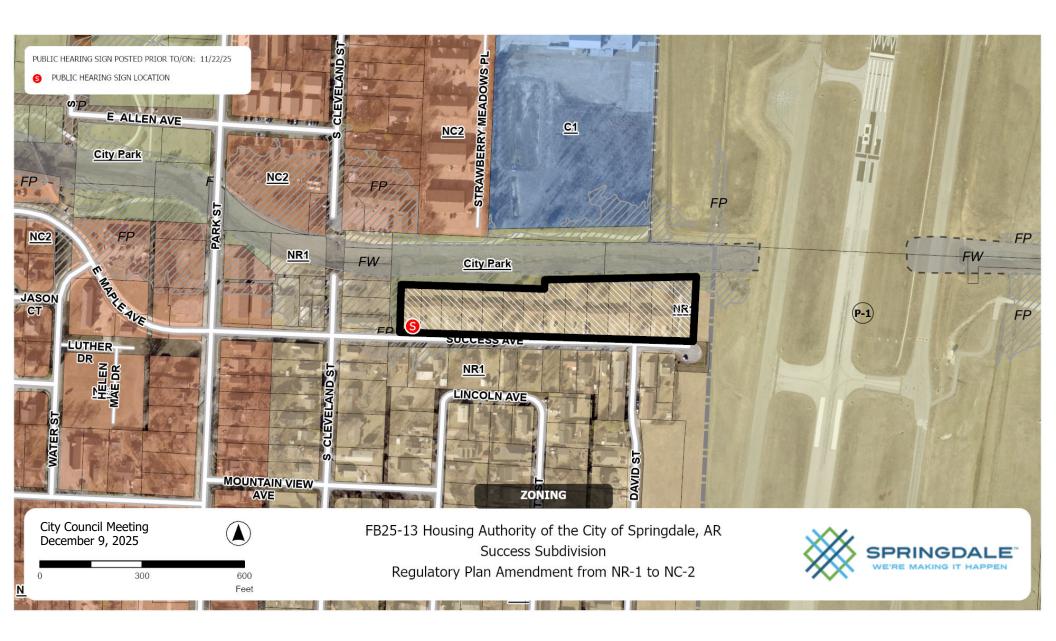
25994-000, 815-25995-000, 815-25996-000, & 815-25997-000 located at Success Subdivision from Neighborhood Residential District Type 1 (NR1) to Neighborhood Center Type 2 District (NC2);

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

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

PASSED AND APPROVED THIS	DAY OF	, 2025	
	Doug Sprouse, Mayor		
ATTEST:			
Sabra Jeffus, City Clerk			
APPROVED AS TO FORM:			
Ernest Cate, City Attorney	_		







ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (FB25-14) CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT (SF-2) TO SEED DISTRICT – NEIGHBORHOOD RESIDENTIAL TYPE 1 (NR1), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 2, 2025, for hearing the matter of a petition of Hauser Family Revocable Living Trust requesting that the following described tract of real estate to be zoned from Low/Medium Density Single-Family Residential District (SF-2) to SEED District – Neighborhood Residential Type 1 District (NR1).

Layman's Description: 518 Mill Street

Legal Description:

LOT 63 SE NW FURTHER DESCRIBED FROM 2012-11107 AS: PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NWL/4) OF SECTION THIRTY-SIX (36), IN TOWNSHIP EIGHTEEN (18) NORTH, OF RANGE THIRTY (30) WEST, BEGINNING AT A POINT THIRTY (30) RODS WEST FROM THE CENTER OF SAID SECTION, WHICH POINT IS KNOWN AS THE NORTHEAST COMER OF THE ORIGINAL TOWN OF SPRINGDALE, AND NMNING THENCE EAST 143 FEET TO A SAND STONE PLANTED IN THE GROUND IN MILL STREET: THENCE NORTH 272 FEET TO AN IRON PIN DRIVEN INTO THE GROUND IN MILL STREET, FOR A BEGINNING COMER TO THE LANDS HEREBY INTENDED TO BE CONVEYED; THENCE NORTH 245 FEET TO A SAND STONE PLANTED IN THE GROUND ON THE EAST BOUNDARY LINE OF MILL STREET, THENCE WEST 410 FEET TO THE MIDDLE OF HOLCOMB SPRING BRANCH, THENCE IN A SOUTHEASTERLY DIRECTION WITH THE MIDDLE OF SAID BRANCH TO A POINT 205 FEET WEST OF THE BEGINNING, THENCE EAST 205 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY INTENDED TO BE CONVEYED.

1

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning (FB25-14), recommends to the Springdale City Council that the area described herein should be rezoned from Low/Medium Single-Family Residential District (SF-2) to SEED District – Neighborhood Residential Type 1 District (NR1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

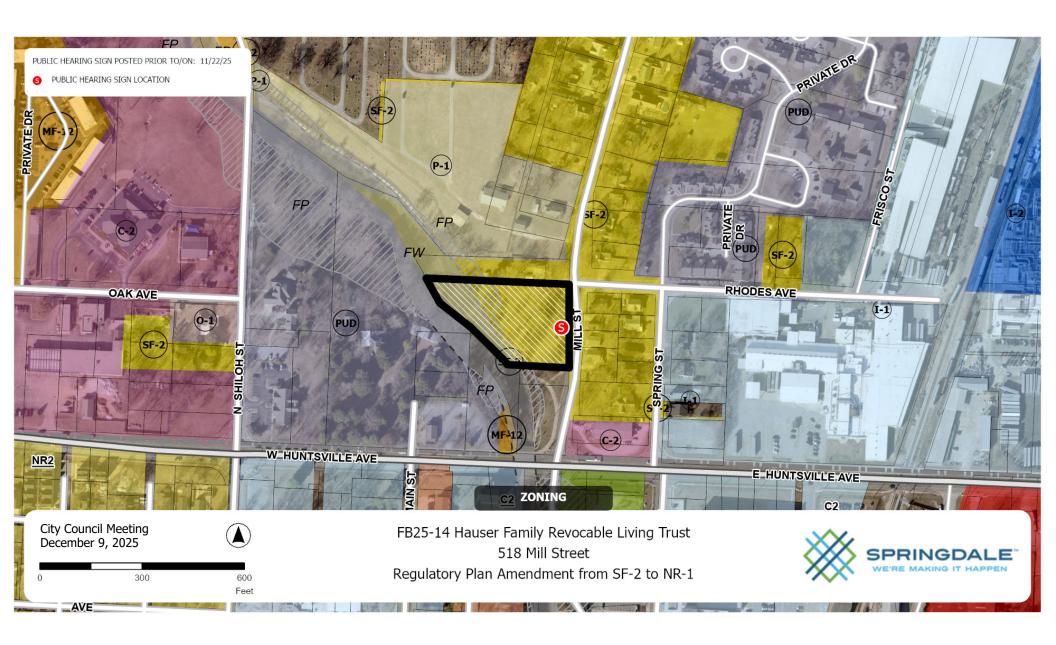
From Low/Medium Density Single-Family Residential District (SF-2) to SEED District – Neighborhood Residential Type 1 District (NR1).

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

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

PASSED AND APPROVED THIS	DAY OF	, 2025
	Doug Sprouse, Mayor	
ATTEST:		
Sabra Jeffus, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney	_	





ORDINANCE NO.

AN ORDINANCE ACCEPTING THE REPLAT (RP25-13) OF I-49 INDUSTRIAL PARK, LOT 3 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, Benton County, Arkansas, being more particularly described as follows, to-wit:

LOT 3A:

A TRACT OF LAND BEING A PART OF LOT 3, 1-49 INDUSTRIAL PARK, FILED FOR RECORD AS DOCUMENT L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE, ACCEPTED AS THE NORTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER (NE 1/4 NW 1/4). THENCE ALONG GRID BEARINGS, SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 653.89 FEET TO A FIVE EIGHTHS INCH REBAR WITH PS 1118 CAP AT THE NORTHEAST CORNER OF SAID LOT 3, 1-49 INDUSTRIAL PARK PLAT AND THE POINT OF BEGINNING. THENCE SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST BOUNDARY OF LOT 3, FOR A DISTANCE OF 767.68 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AT THE SOUTHEAST CORNER OF SAID LOT 3. THENCE NORTH 88 DEGREES 12 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 178.87 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 01 DEGREES 49 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 100.05 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 88 DEGREES 05 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 1,120.11 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP ON THE EASTERLY RIGHT OF WAY OF GRAHAM ROAD AS DEDICATED ON THE INFORMAL PLAT OF 1-49 INDUSTRIAL PARK, FILED FOR RECORD AT DOCUMENT L202337097. THENCE NORTH 01 DEGREES 35 MINUTES 22 SECONDS EAST ALONG AND COINCIDENT WITH SAID RIGHT OF WAY, FOR A DISTANCE OF 458.98 FEET

TO A ONE-HALF INCH REBAR WITH PS 1834 CAP FOR THE SOUTHWEST CORNER OF LOT 4, 1-49 INDUSTRIAL PARK PLAT. THENCE SOUTH 88 DEGREES 25 MINUTES 46 SECONDS EAST ALONG AND COINCIDENT WITH THE COMMON BOUNDARY TO LOTS 3 AND 4, 1-49 INDUSTRIAL PARK PLAT FOR A DISTANCE OF 630.79 FEET TO A MAG NAIL WITH PS 1834 WASHER. THENCE CONTINUING ALONG AND COINCIDENT WITH SAID COMMON BOUNDARY, NORTH 02 DEGREES 18 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 210.00 FEET TO A FIVE-EIGHTHS REBAR WITH PS 1834 CAP. THENCE SOUTH 87 DEGREES 41 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 666.31 FEET TO THE POINT OF BEGINNING, CONTAINING 17.36 ACRES, MORE OR LESS.

LOT 3B:

A TRACT OF LAND BEING A PART OF LOT 3, 1-49 INDUSTRIAL PARK, FILED FOR RECORD AS DOCUMENT L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE, ACCEPTED AS THE NORTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER (NE 1/4 NW 1/4). THENCE ALONG GRID BEARINGS, SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 653.89 FEET TO A FIVE EIGHTHS INCH REBAR WITH PS 1118 CAP AT THE NORTHEAST CORNER OF SAID LOT 3, 1-49 INDUSTRIAL PARK PLAT. THENCE SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST BOUNDARY OF LOT 3, FOR A DISTANCE OF 767.68 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AT THE SOUTHEAST CORNER OF SAID LOT 3. THENCE NORTH 88 DEGREES 12 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 151.13 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AND THE POINT OF BEGINNING. THENCE SOUTH 01 DEGREES 32 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 293.49 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE NORTH 88 DEGREES 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 411.26 FEET TO A MAG NAIL WITH PS 1834 WASHER. THENCE SOUTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 471.63 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 56 DEGREES 09 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 867.63 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 ON THE EASTERLY RIGHT OF WAY OF GRAHAM ROAD AS DEDICATED ON THE INFORMAL PLAT OF 1-49 INDUSTRIAL PARK. THENCE NORTH 01 DEGREES 35 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 405.95 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 88 DEGREES 05 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 1,120.11 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 01 DEGREES 49 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 100.05 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 88 DEGREES 12 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 27.74 FEET TO THE POINT OF BEGINNING, CONTAINING 14.39 ACRES, MORE OR LESS.

LOT 3C:

A TRACT OF LAND BEING A PART OF LOT 3, 1-49 INDUSTRIAL PARK, FILED FOR RECORD AS DOCUMENT L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE, ACCEPTED AS THE NORTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER (NE 1/4 NW 1/4). THENCE ALONG GRID BEARINGS, SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 653.89 FEET TO A FIVE EIGHTHS INCH REBAR WITH PS 1118 CAP AT THE NORTHEAST CORNER OF SAID LOT 3, 1-49 INDUSTRIAL PARK PLAT. THENCE SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST BOUNDARY OF LOT 3, FOR A DISTANCE OF 767.68 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AT THE SOUTHEAST CORNER OF SAID LOT 3. THENCE NORTH 88 DEGREES 12 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 151.13 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 01 DEGREES 32 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 293.49 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE NORTH 88 DEGREES 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 411.26 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 471.63 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP AND THE POINT OF BEGINNING. THENCE SOUTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 477.98 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) SECTION 14. THENCE NORTH 86 DEGREES 28 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 731.56 FEET TO A ONE-HALF INCH REBAR ON THE EASTERLY RIGHT OF WAY OF GRAHAM ROAD. THENCE NORTH 01 DEGREES 35 MINUTES 22 SECONDS EAST ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 916.15 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 56 DEGREES 09 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 867.63 FEET TO THE POINT OF BEGINNING, CONTAINING 11.73 ACRES, MORE OR LESS.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat (RP25-13) of I-49 Industrial Park, Lot 3 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat of (RP25-13) of I-49 Industrial Park, Lot 3, 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, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

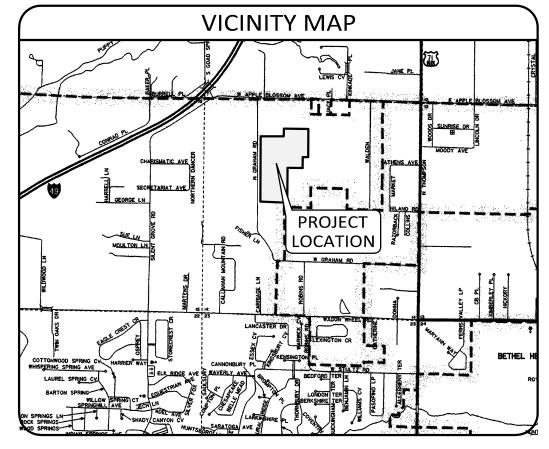
EMERGENCY CLAUSE: It is hereby declared that an emergency exists, and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this	day of	, 2025.
	Doug Sprouse, Mayor	
ATTEST:		
Sabra Jeffus, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		

- VERTICAL DATUM NAVD 88, BASED ON OPUS POST PROCESSED SOLUTION TO GEOID 18. SAID SOLUTION HAVING AN ELEVATION OF 3.97.67 M / 1304.68 USFT.
- FLOOD CERTIFICATION BASED UPON REVIEW OF FEMA FIRM: BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS, AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS DETERMINED TO BE IN ZONE X, OR AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

MAP NUMBER: 05007C0435J EFFECTIVE DATE: SEPT 28, 2007

- EVERY RECORDED DOCUMENT REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. SURVEYOR HAS NOT MADE A THOROUGH INVESTIGATION OR INDEPENDENT SEARCH FOR ANY EASEMENTS OR OTHER ENCUMBRANCES OR FACTS THAT AN ACCURATE, COMPLETE, AND CURRENT TITLE SEARCH AND OR TITLE COMMITMENT WOULD DISCLOSE. OTHER DOCUMENTS OF RECORD, RIGHTS, OR FACTS MAY EXIST AND AFFECT THIS PROPERTY.
- SURVEY RETRACEMENT BASED ON MCRICH INFORMAL PLAT II AS SHOWN AND PLATTED BY PAYA, INC. ON DOCUMENT NO. L202069349. AN AREA ALONG THE EAST PORTION THEREOF IS A PART OF DIXIELAND ROAD EXTENSION BY THE CITY OF SPRINGDALE. AT THE TIME OF SURVEY, DOCUMENT HAS NOT BEEN FILED OF RECORD AND A RECORD COPY HAS NOT BEEN PROVIDED, IT'S LOCATION IS SHOWN GRAPHICALLY ONLY FOR INFORMATION PURPOSES.
- IMPROVEMENTS DEPICTED HEREON ARE PRELIMINARY IN NATURE AND ARE NOT PROVEN BY AS-BUILT SURVEY.
- NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.
- UTILITIES SHOWN HEREON ARE NOT CONFIRMED IN THE FIELD AND ARE IN NO WAY AN AS-BUILT OF EXISTING OR FUTURE INSTALLED UTILITIES. UTILITIES DEPICTED HEREON SHALL NOT BE RELIED UPON IN ANY CAPACITY. PRIOR TO EXCAVATION, CONTACT ARKANSAS ONE-CALL SYSTEM FOR CURRENT AND UP TO DATE UTILITIES LOCATIONS.
- MUTUAL ACCESS EASEMENTS COMMON TO LOT LINES SHOWN, ARE FOR THE MUTUAL USE OF SAID LOTS AND ARE NOT TO BE CONSTRUED AS PUBLIC ACCESS **EASEMENTS**
- LOTS 3A, 3B AND 3C MAY NOT HAVE ACCESS TO GRAHAM ROAD



HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE.

CERTIFICATION OF TRANSMITTAL & OWNERSHIP TO READ AS FOLLOWS:

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 PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON

ASSOCIATED DEVIATIONS / VARIANCES / WAIVERS:

- THE ORIGINAL 91 ACRES WERE REZONED TO W-1 & C-2 APPROVED BY CITY COUNCIL.
- I-49 INDUSTRIAL PARK WAS FILED IN 2024 IN BENTON COUNTY FILE NO. L202406912; ORD. 5931 FILED AS L202407540. THIS CREATED I-49 INDUSTRIAL PARK LOTS I-V. THE ORIGINAL PRELIMINARY PLAT WAS APPROVED UNDER PP23-05.
- WAIVER W21-19 WAS GRANTED PER RESOLUTION 146-21 FOR A WAIVER OF STREET IMPROVEMENTS ASSOCIATED WITH L21-34 I-49 INDUSTRIAL PARK PHASE I (LOT I).
- WAIVER W22-18 WAS GRANTED PER RESOLUTION 136-22 FOR STREET IMPROVEMENTS ASSOCIATED WITH L22-57 I-49 INDUSTRIAL PARK PHASE II (LOT IV). PLANNING RECEIVED PAYMENT IN LIEU FOR STREET IMPROVEMENTS ALONG GRAHAM ROAD.

PARENT TRACT DESCRIPTION:

LOT 3, I-49 INDUSTRIAL PARK FINAL PLAT, FILED FOR RECORD AT DOCUMENT NO. L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS.

		Zoning - Warehouse Distict ((W-1)	
		Building Setbacks		
Front	Yard	Side Yard	Rear	Yard
With Front Parking	Without Front Parking	Subject to applicable fire and building codes	Adj. To Non-Residential District	Adj. To Residential District
50'	30'	0'	25'	50'

CERTIFICATE OF OWNERSHIP:

AS OWNERS, WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, PLATTED, DEDICATED, AND/OR ACCESS RIGHTS RESERVED, AS REPRESENTED ON THIS PLAT.

SIGNATURE:	DATE:
PRINTED NAME:	TITLE:
STATE OF	
SWORN AND SUBSCRIBED BEFORE ME THISDAY OF	
NOTARY PUBLIC:	
MY COMMISSION EXPIRES.	

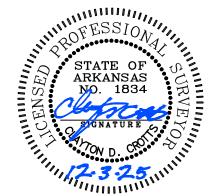
CERTIFICATE OF ACCEPTANCE:

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 OFFICES OF RESPONSIBILITY SHOWN BELOW.

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

CERTIFICATE OF SURVEYING ACCURACY:

I, CLAYTON D. CROTTS HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND BOUNDARY MARKERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF. PLAT MEETS THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS SET FORTH BY THE ARKANSAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS. EFFECTIVE AUGUST 7, 2020.



ASSOCIATES, IN No. 1470 ARKANSAS

SIGNED: ARKANSAS PROFESSIONAL LAND SURVEYOR NO. 1834

Arkansas Plat Code: 500-18N-30W-0-14-400-04-1834

Filing Block

SURVEYOR

HALFF 1111 N LEE AVE. OKLAHOMA CITY, OK 73103 CONTACT: CLAYTON CROTTS, PS EMAIL: CCROTTS@HALFF.COM TEL: 405.546.3822

OWNER / DEVELOPER 149 INDUSTRIAL, LLC 833 S. EAST AVENUE

COLUMBUS, KS 66725



HALFF ASSOCIATES, INC. 2407 SE COTTONWOOD ST. STE 1 BENTONVILLE, AR 72712 479.273.2209 - HALFF.COM

REPLAT

OF LOT 3, I-49 INDUSTRIAL PARK

CREATING LOTS 6,7, & 8 I-49 INDUSTRIAL PARK

SPRINGDALE, BENTON COUNTY, ARKANSAS

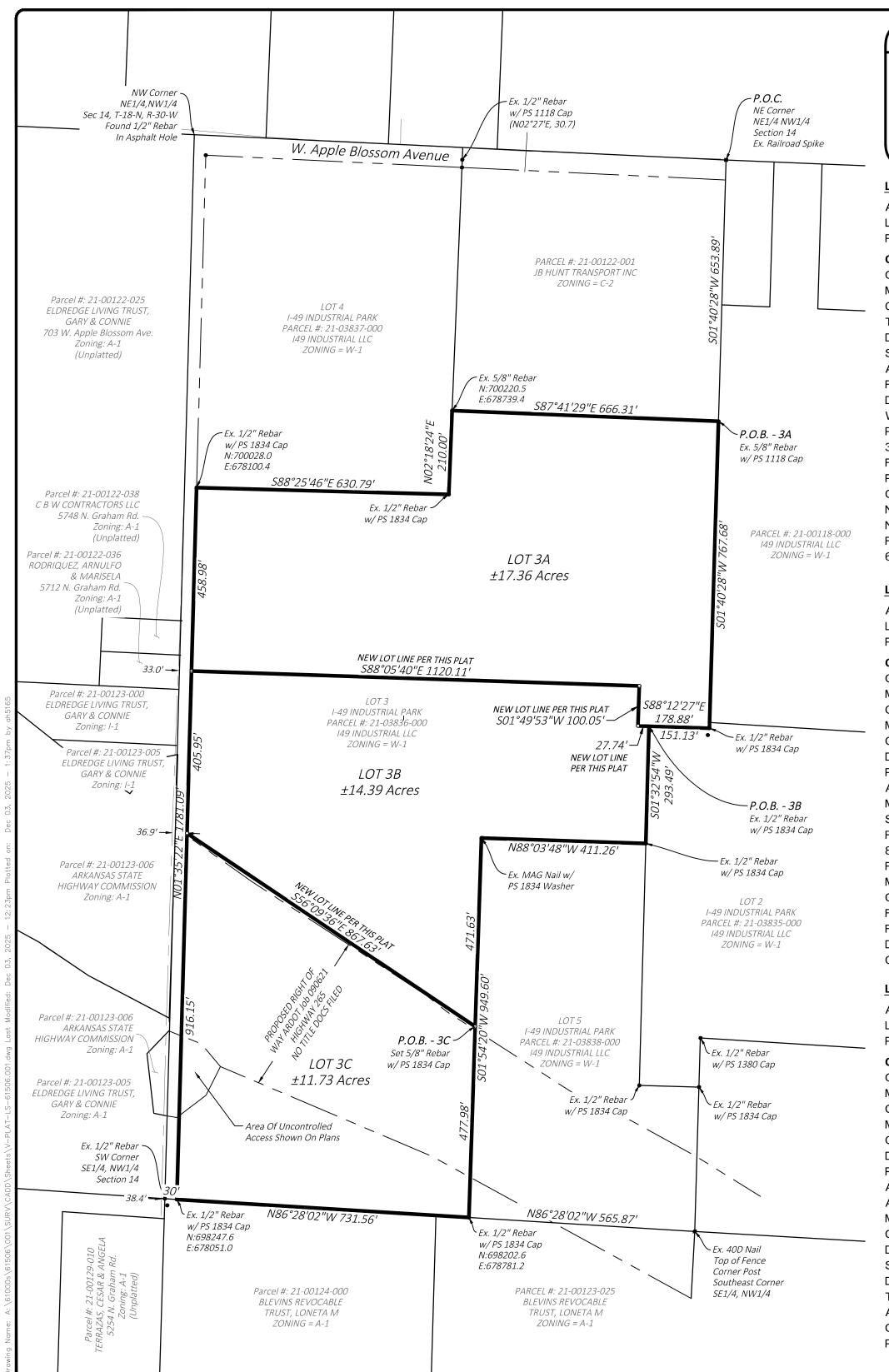
PREPARED FOR: I-49 INDUSTRIAL, LLC

PLAT #RP25-13

Revisions 1 11.20.2025 - Revised Per City Comments

Drawn By: JDS Vert. Scale: N/A Approved By: **CDC** Horiz. Scale: N/A **12.03.2025** Plot Scale: **1** Project No.: **61506.001** DWG Name: **PLAT**

SHEET



LEGEND

Ex. Section Line Ex. Boundary Line Ex. Adjacent Boundary Line Ex. Right of Way Line

Set 5/8" Rebar w/ PS# 1834 Cap 0 Set Mag Nail w/ PS# 1834 Washer

Ex. Rebar, As Noted

Ex. Nail, As Noted

LOT 3A

A TRACT OF LAND BEING A PART OF LOT 3, I-49 INDUSTRIAL PARK, FILED FOR RECORD AS DOCUMENT L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Ex. Easement Line

Ex. Road Centerline

COMMENCING AT A FOUND RAILROAD SPIKE, ACCEPTED AS THE NORTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER (NE 1/4 NW 1/4). THENCE ALONG GRID BEARINGS, SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 653.89 FEET TO A FIVE EIGHTHS INCH REBAR WITH PS 1118 CAP AT THE NORTHEAST CORNER OF SAID LOT 3, I-49 INDUSTRIAL PARK PLAT AND THE POINT OF BEGINNING. THENCE SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST BOUNDARY OF LOT 3, FOR A DISTANCE OF 767.68 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AT THE SOUTHEAST CORNER OF SAID LOT 3. THENCE NORTH 88 DEGREES 12 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 178.87 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 01 DEGREES 49 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 100.05 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 88 DEGREES 05 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 1,120.11 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP ON THE EASTERLY RIGHT OF WAY OF GRAHAM ROAD AS DEDICATED ON THE INFORMAL PLAT OF I-49 INDUSTRIAL PARK, FILED FOR RECORD AT DOCUMENT L202337097. THENCE NORTH 01 DEGREES 35 MINUTES 22 SECONDS EAST ALONG AND COINCIDENT WITH SAID RIGHT OF WAY, FOR A DISTANCE OF 458.98 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP FOR THE SOUTHWEST CORNER OF LOT 4, I-49 INDUSTRIAL PARK PLAT. THENCE SOUTH 88 DEGREES 25 MINUTES 46 SECONDS EAST ALONG AND COINCIDENT WITH THE COMMON BOUNDARY TO LOTS 3 AND 4, I-49 INDUSTRIAL PARK PLAT FOR A DISTANCE OF 630.79 FEET TO A MAG NAIL WITH PS 1834 WASHER. THENCE CONTINUING ALONG AND COINCIDENT WITH SAID COMMON BOUNDARY, NORTH 02 DEGREES 18 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 210.00 FEET TO A FIVE-EIGHTHS REBAR WITH PS 1834 CAP. THENCE SOUTH 87 DEGREES 41 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 666.31 FEET TO THE POINT OF BEGINNING, CONTAINING 17.36 ACRES, MORE OR LESS.

LOT 3B

A TRACT OF LAND BEING A PART OF LOT 3, I-49 INDUSTRIAL PARK, FILED FOR RECORD AS DOCUMENT L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

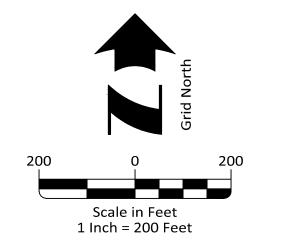
COMMENCING AT A FOUND RAILROAD SPIKE, ACCEPTED AS THE NORTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER (NE 1/4 NW 1/4). THENCE ALONG GRID BEARINGS, SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 653.89 FEET TO A FIVE EIGHTHS INCH REBAR WITH PS 1118 CAP AT THE NORTHEAST CORNER OF SAID LOT 3, I-49 INDUSTRIAL PARK PLAT. THENCE SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST BOUNDARY OF LOT 3, FOR A DISTANCE OF 767.68 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AT THE SOUTHEAST CORNER OF SAID LOT 3. THENCE NORTH 88 DEGREES 12 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 151.13 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AND THE **POINT OF BEGINNING.** THENCE SOUTH 01 DEGREES 32 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 293.49 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE NORTH 88 DEGREES 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 411.26 FEET TO A MAG NAIL WITH PS 1834 WASHER. THENCE SOUTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 471.63 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE NORTH 56 DEGREES 09 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 867.63 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 ON THE EASTERLY RIGHT OF WAY OF GRAHAM ROAD AS DEDICATED ON THE INFORMAL PLAT OF I-49 INDUSTRIAL PARK. THENCE NORTH 01 DEGREES 35 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 405.95 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 88 DEGREES 05 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 1,120.11 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 01 DEGREES 49 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 100.05 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 88 DEGREES 12 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 27.74 FEET TO THE POINT OF BEGINNING, CONTAINING 14.39 ACRES, MORE OR LESS.

LOT 3C

A TRACT OF LAND BEING A PART OF LOT 3, I-49 INDUSTRIAL PARK, FILED FOR RECORD AS DOCUMENT L202407541 IN THE RECORDS OF THE CIRCUIT CLERK, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE, ACCEPTED AS THE NORTHEAST CORNER OF THE NORTHEAST QUARTER NORTHWEST QUARTER (NE 1/4 NW 1/4). THENCE ALONG GRID BEARINGS, SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 653.89 FEET TO A FIVE EIGHTHS INCH REBAR WITH PS 1118 CAP AT THE NORTHEAST CORNER OF SAID LOT 3, I-49 INDUSTRIAL PARK PLAT. THENCE SOUTH 01 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE EAST BOUNDARY OF LOT 3, FOR A DISTANCE OF 767.68 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP AT THE SOUTHEAST CORNER OF SAID LOT 3. THENCE NORTH 88 DEGREES 12 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 151.13 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 01 DEGREES 32 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 293.49 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE NORTH 88 DEGREES 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 411.26 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 471.63 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP AND THE **POINT OF BEGINNING.** THENCE SOUTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 477.98 FEET TO A ONE-HALF INCH REBAR WITH PS 1834 CAP ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) SECTION 14. THENCE NORTH 86 DEGREES 28 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 731.56 FEET TO A ONE-HALF INCH REBAR ON THE EASTERLY RIGHT OF WAY OF GRAHAM ROAD. THENCE NORTH 01 DEGREES 35 MINUTES 22 SECONDS EAST ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 916.15 FEET TO A FIVE-EIGHTHS INCH REBAR WITH PS 1834 CAP. THENCE SOUTH 56 DEGREES 09 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 867.63 FEET TO THE POINT OF BEGINNING, CONTAINING 11.73 ACRES, MORE OR LESS.

Filing Block







HALFF ASSOCIATES, INC 2407 SE COTTONWOOD ST. STE 1 BENTONVILLE, AR 72712 479.273.2209 - HALFF.COM

REPLAT

OF LOT 3, I-49 INDUSTRIAL PARK

CREATING LOTS 6,7, & 8 I-49 INDUSTRIAL PARK

SPRINGDALE, BENTON COUNTY, ARKANSAS

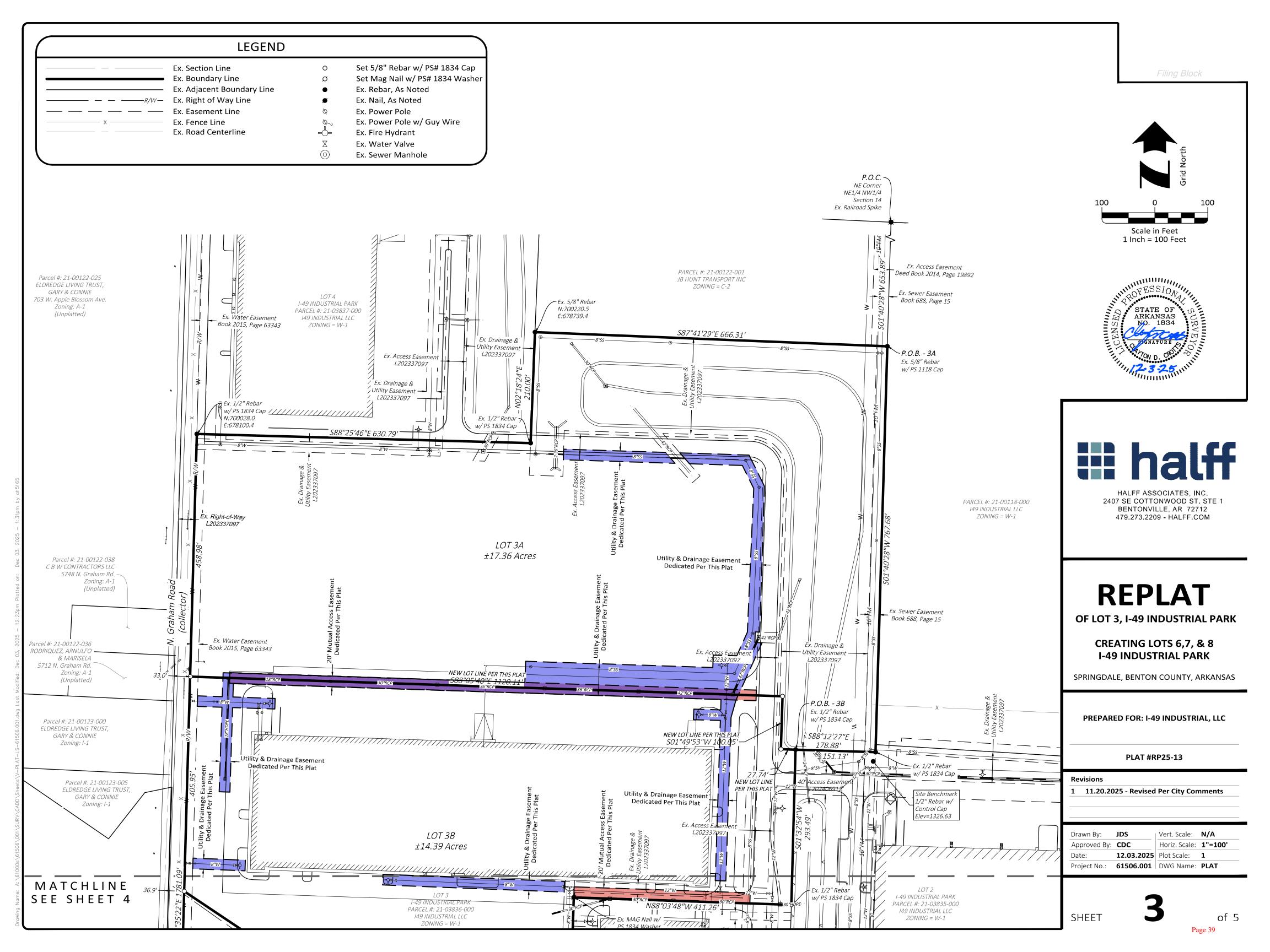
PREPARED FOR: I-49 INDUSTRIAL, LLC

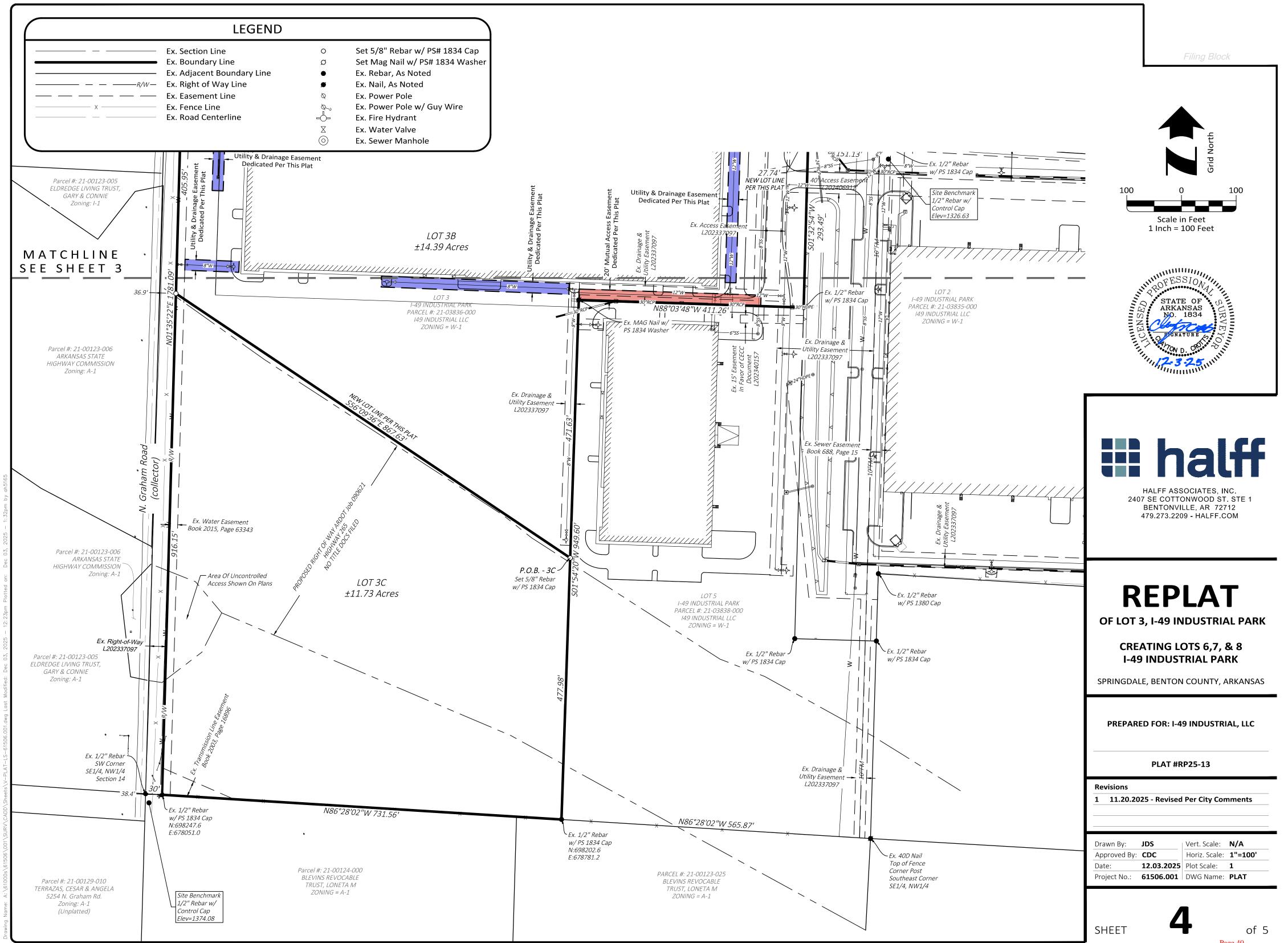
PLAT #RP25-13

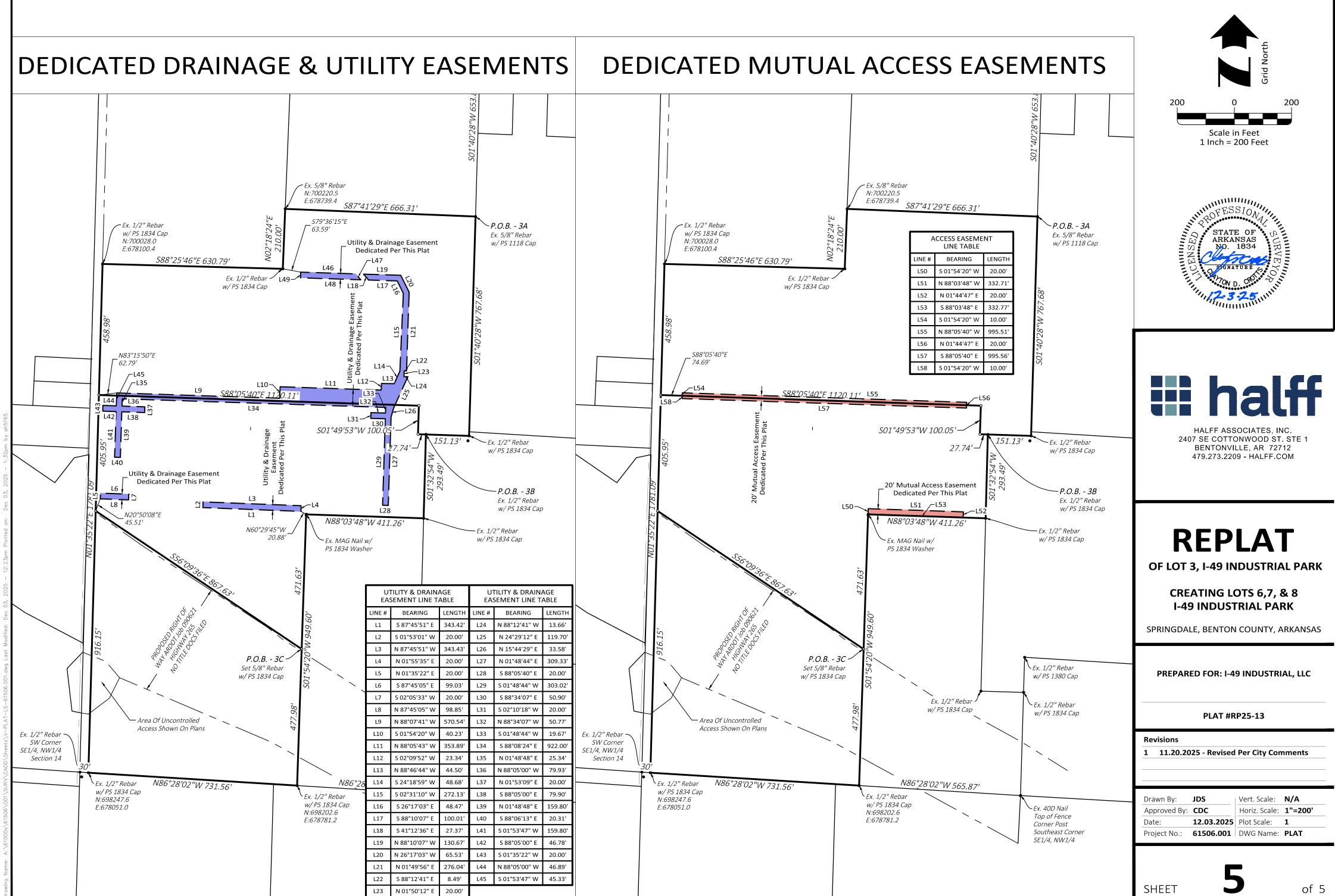
Revisions 1 11.20.2025 - Revised Per City Comments

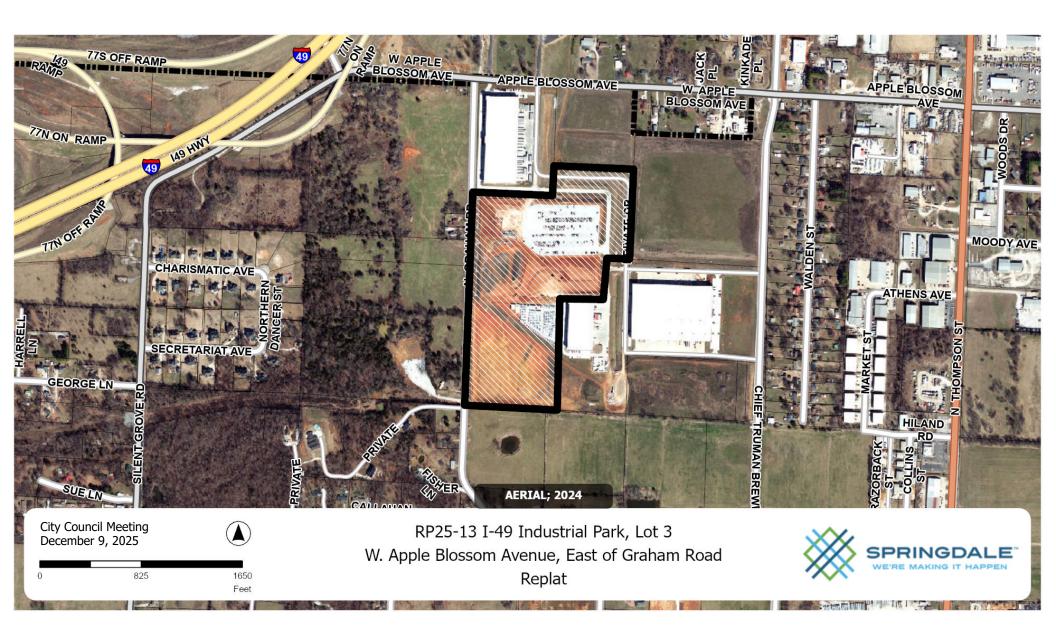
Drawn By: JDS Vert. Scale: N/A Approved By: CDC Horiz. Scale: 1"=200' **12.03.2025** Plot Scale: **1** Project No.: **61506.001** DWG Name: **PLAT**

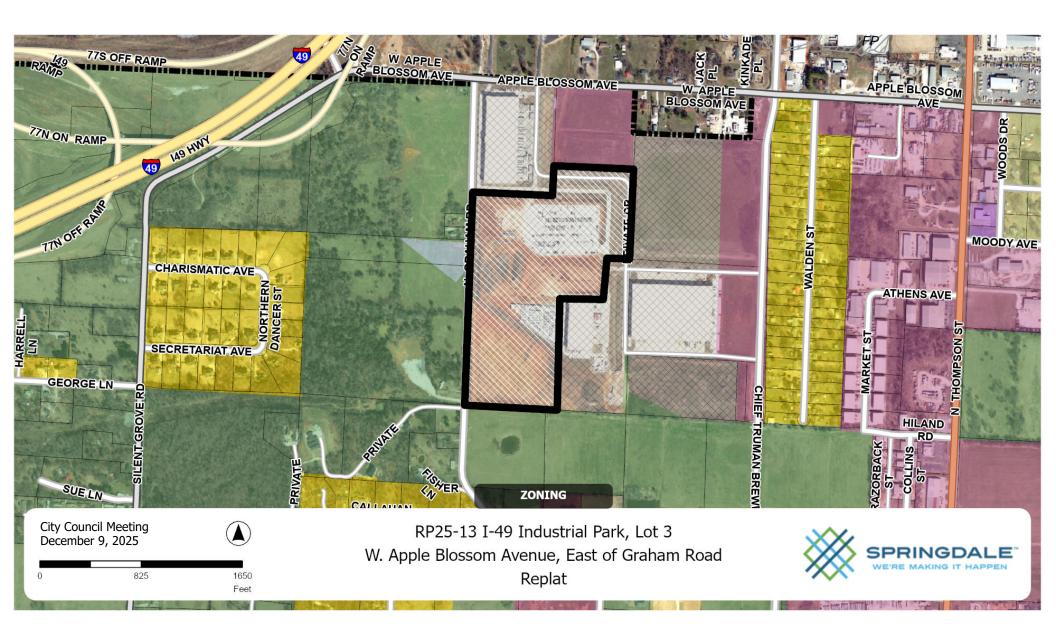
SHEET











ORDINANCE NO.	

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP25-08) OF WHISPERING SPRINGS, PHASE I, 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:

THE SE 1/4 OF THE SE 1/4 OF SECTION 17, THE SW 1/4 OF THE SW 1/4 OF SECTION 16, AND THE SE 1/4 OF THE SW 1/4 OF SECTION 16 ALL IN TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17, SAID POINT BEING A 1/2" IRON PIN: THENCE ALONG THE NORTH LINE THEREOF S87'47'03"E 1319.62 FEET TO NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 5/8" IRON PIN: THENCE ALONG THE NORTH LINE THEREOF S86°53'06 E 1314.02 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 2" ALUMINUM MONUMENT EMBOSSED WITH PS 1005; THENCE ALONG THE NORTH LINE THEREOF S87'00'37"E 1307.99 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 5/8" IRON PIN; THENCE ALONG THE EAST LINE THEREOF S02°29'36"W 1311.97 FEET TO THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 2" ALUMINUM MONUMENT EMBOSSED WITH PS 1005; THENCE ALONG THE SOUTH LINE THEREOF N87'05'11"W 1306.69 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 5/8" IRON PIN: THENCE ALONG THE SOUTH LINE THEREOF N86'56'37"W 1317.32 FEET TO THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17 FROM WHICH A 5/8" IRON PIN EMBOSSED WITH PS 1429 BEARS S02'34'53"W 0.59 FEET; THENCE ALONG THE SOUTH LINE

THEREOF N87°37'15"W 1320.22 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17, SAID POINT BEING A 5/8" IRON PIN; THENCE ALONG THE WEST LINE THEREOF NO2'36'29"E 1311.28 FEET TO THE POINT OF BEGINNING, CONTAINING 118.89 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR FACT.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the final plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said Final Plat and join with the said petitioner in petitioning the City Council to accept the said Final Plat (FP25-08) of Whispering Springs, Phase I 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 (FP25-08) of Whispering Springs, Phase I, to the City of Springdale, Arkansas, 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		

FINAL PLAT WHISPERING SPRINGS PHASE I





OWNER: BENTLEY HOLDINGS, LLC MAILING ADDRESS: 13220 ALLEN DR, LOWELL, AR 72745 EMAIL: GENE@GENENICHOLASLLC.COM PHONE: 479-422-4329

PROJECT IDENTIFIERS: PRELIMINARY PLAT NUMBER: PP 23-19

STREET CENTERLINE DEDICATION LENGTHS LOCAL STREETS: 3,300 LINEAR FEET COLLECTOR STREETS: 545 LINEAR FEET

ZONING AND SETBACK INFORMATION ZONING DISTRICT: SF-3 FRONT SETBACK (NO PARKING): 35' SIDE SETBACK: 8' REAR SETBACK: 20'

CERTIFICATE OF TRANSMITTAL, OWNERSHIP & 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 LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON .

NOTARY PUBLIC

//2025 DATE	BENTLEY HOLDINGS, LLC
STATE OF ARKANSAS)	SS
COUNTY OF WASHINGTON) SUBSCRIBED AND SWORN I MY COMMISSION EXPIRES:	BEFORE ME THIS, 2025

212.190.57± SQ.FT. OF RIGHT OF WAY DEDICATED TO CITY OF SPRINGDALE PER THIS PLAT

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

	0	
	DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS		CITY CLERK
		MAYOR
COMMISSION		SECRETARY, PLANNING
		CHAIRMAN, PLANNING COMMISSION
APPROVAL FOR RECORDING		DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT
WATER AND SEWER		ENGINEER, SPRINGDALE WATER
STREETS AND DRAINAGE		DIRECTOR, ENGINEERING

PARCELS 815-36188-100, 815-36188-200, 815-36188-300, 815-36188-400, AND 815-36208-100

THE SE 1/4 OF THE SE 1/4 OF SECTION 17, THE SW 1/4 OF THE SW 1/4 OF SECTION 16 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 16 ALL IN TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17, SAID POINT

BEING A 1/2" IRON PIN: THENCE ALONG THE NORTH LINE THEREOF S87'47'03"E 1319.62 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 5/8" IRON PIN;

THENCE ALONG THE NORTH LINE THEREOF S86'53'06"E 1314.02 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 2" ALUMINUM MONUMENT EMBOSSED WITH PS

THENCE ALONG THE NORTH LINE THEREOF S87'00'37"E 1307.99 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 5/8" IRON PIN;

THENCE ALONG THE EAST LINE THEREOF S02'29'36"W 1311.97 FEET TO THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 2" ALUMINUM MONUMENT EMBOSSED WITH PS

THENCE ALONG THE SOUTH LINE THEREOF N87'05'11"W 1306.69 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A 5/8" IRON PIN;

THENCE ALONG THE SOUTH LINE THEREOF N86'56'37"W 1317.32 FEET TO THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17 FROM WHICH A 5/8" IRON PIN EMBOSSED WITH PS 1429 BEARS S02'34'53"W 0.59 FEET;

THENCE ALONG THE SOUTH LINE THEREOF N87'37'15"W 1320.22 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17, SAID POINT BEING A 5/8" IRON PIN;

THENCE ALONG THE WEST LINE THEREOF NO2'36'29"E 1311.28 FEET TO THE POINT OF BEGINNING, CONTAINING 118.89 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR FACT.

VARIANCE/WAIVERS APPROVED

- VARIANCE FROM SECT 112-7.(3) OF SPRINGDALE'S CODE OF ORDINANCES WHICH MANDATES A MAXIMUM ALLOWABLE GRADE OF 4% WITHIN 100 FEET OF AN INTERSECTION. THIS WAS APPROVED FOR THE INTERSECTION OF HYLTON ROAD AND STRFFT B.
- 2. HOUSES ALONG STREET E HAVE FRONT SETBACKS OFF OF STREET E AND REAR SETBACKS ALONG ALBRIGHT
- 3. HYLTON ROAD TO BE TERMINATED PRIOR TO THE PROPERTY LINE DUE TO STEEP TOPOGRAPHY.

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF SPRINGDALE, ARKANSAS.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2023-19791, PLAT 2018-00027774, PLAT 2019-00013824, PLAT 2000-00009569, PLAT 2000-00102556, PLAT 2004-00002658, PLAT 2004-00029083, PLAT 2006-00001642, PLAT 2018-00027774, PLAT 023A-00000184, STATE PLAT 201312110009, STATE PLAT 202205031554, STATE PLAT 202205102054 AND STATE PLAT 202303035980.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THIS PROPERTY IS NOT WITHIN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0090G, EFFECTIVE DATE JANUARY 25,

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT, UNLESS THEY DO NOT OBSTRUCT FLOW

LOTS 1-17 AND LOTS 239-240 SHALL NOT HAVE ACCESS TO ALBRIGHT ROAD. LOTS 1, 140, 141, 169, 223, 224, AND 239 SHALL NOT HAVE ACCESS OFF OF HYLTON ROAD.

LOTS 1-17, 239, AND 240 MAY HAVE 6' FENCES ALONG ALBRIGHT STREET FRONTAGE.

STREET TREES SHALL BE PLANTED BY THE HOMEBUILDER IN ACCORDANCE WITH PAGES L-102 THROUGH L-501 OF THE ORIGINAL APPROVED CONSTRUCTION DRAWINGS.

LAND SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT ON THE ____ DAY OF __ HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER 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



CRAFTON, TULL, & ASSOCIATES, INC. BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460 PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEE ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES N BEAR AN ORIGINAL SEAL AND SIGNATURE.

CITY PROJECT NUMBER

RECORD INFORMATION

500-17N-29W-0- <mark>1</mark>	6-300-72-1460
500-17N-29W-0-1	7-220-72-1460

STATE PLAT CODE:

500-17N-29W-0-17-220-72-1460
SEAL

FINAL PLAT WHISPERING SPRINGS PHASE I (FP 25-08) PREPARED FOR: BENTLEY HOLDINGS, LLC
--

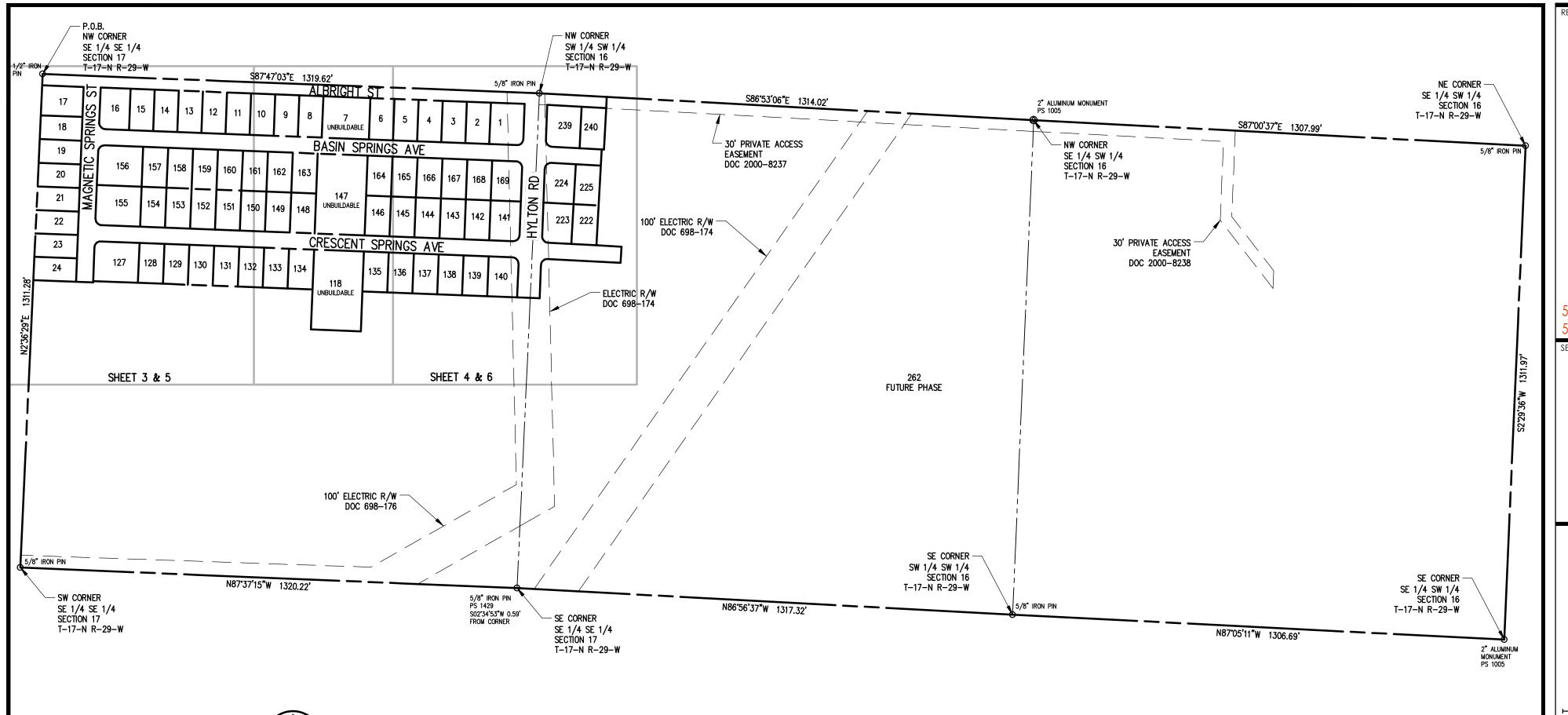
6	Crafton Tul
	300 N College Ave., Suite 317 Favetteville, Arkansas 7270
CONTACT:	K MONTGOMERY
PROJECT NO:	23303801
DATE:	10/08/2025

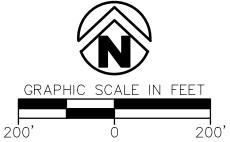
	4/9.636.4838 t www.craftontull.com
NUTHORIZATION:	CRAFTON, TULL & CRAFTON TULL & CRAFT

25 Cra	ifton, Tull & Associates, Inc.	ASSOCIATES, INC. No. 109 SPERMISAS ENGINEER
4	DESCRIPTION	DATE

_		

OF 6





BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF SPRINGDALE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID

DISTANCE: GRID
CONVERGENCE ANGLE: -01"12'49.04"
COMBINED SCALE FACTOR: 0.99991882
CALCULATED AT THE FOLLOWING POINT:
N 635152.98 E 681149.86 Z 1283.79

LEGEND

 0 ©	FOUND IRON PIN OR PIPE FOUND ALLUMINUM MONUMENT
	PROPERTY LINE EASEMENT LINE SETBACK LINE

B	RESIDENTIAL DENSITY
10 8	KESIDEINIIAL DENSII I

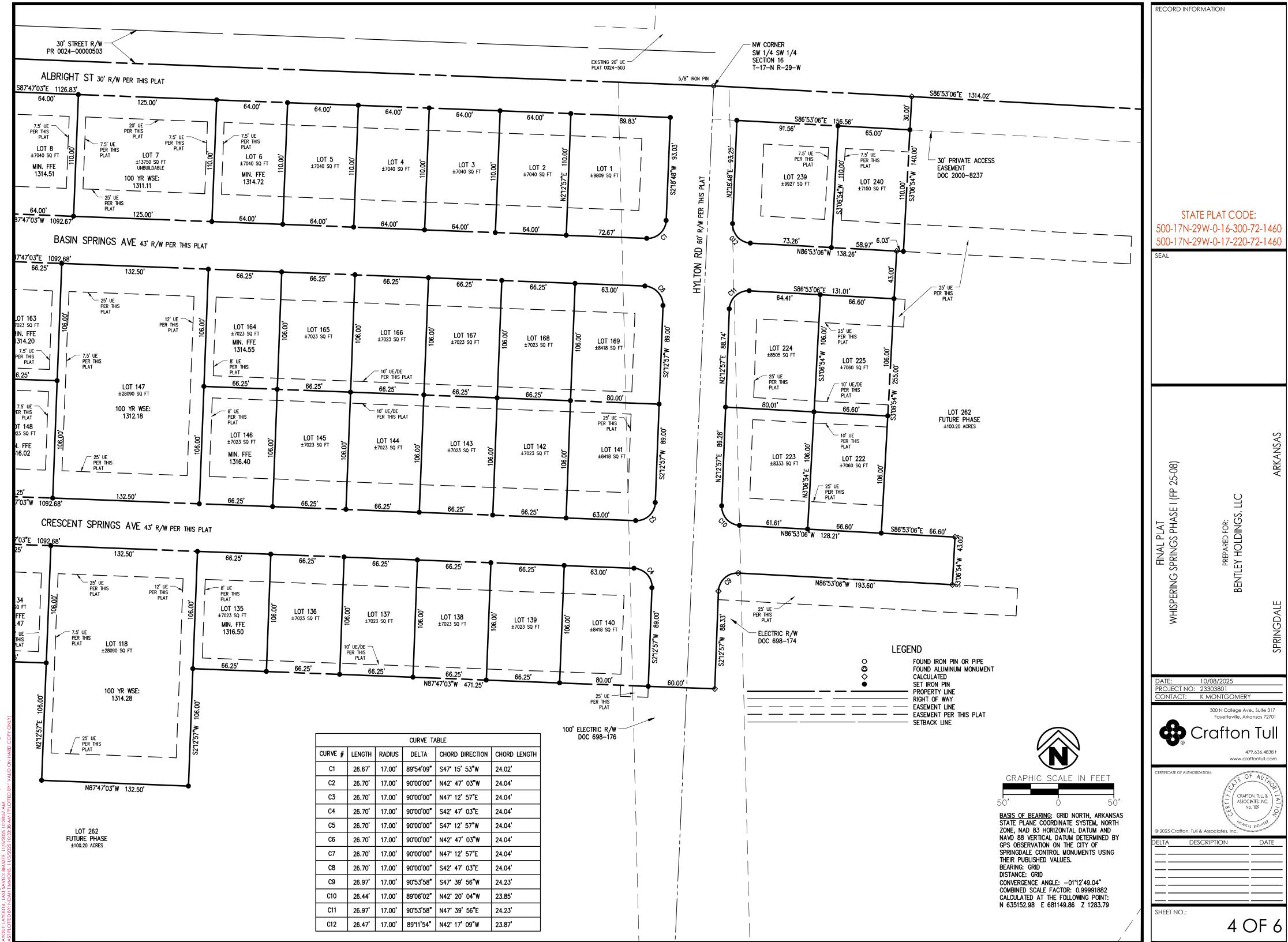
BUILDABLE LOTS: 71 LOTS UNBUILDABLE LOTS: 3 LOTS TOTAL LOTS: 74 LOTS

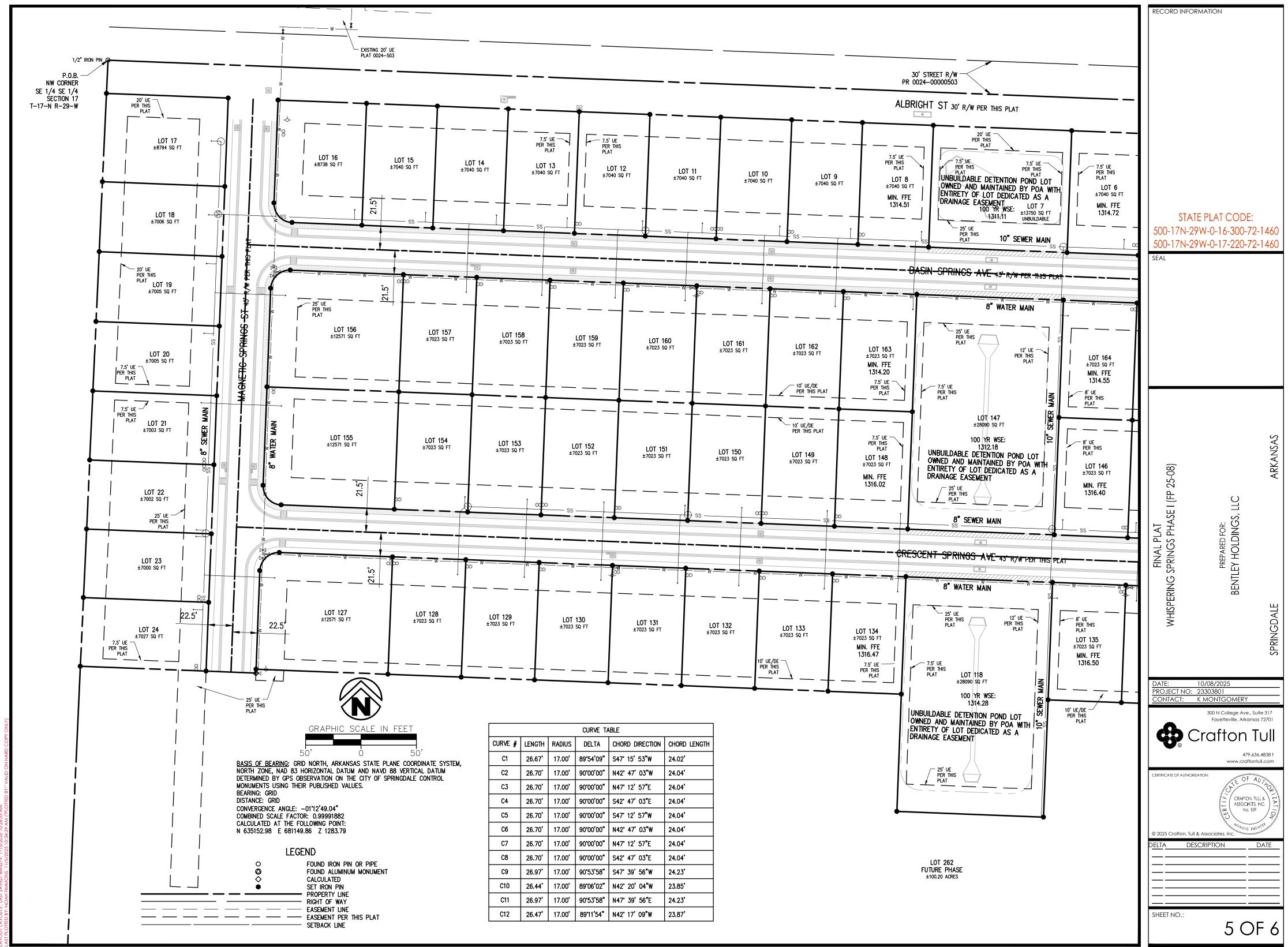
RECORD INFORM	MATION	
500-17N-29V	PLAT CODE: N-0-16-300-72 N-0-17-220-72	2-1460
PLAT S PHASE I (FP 25-08)	D FOR: DINGS, LLC	ARKANSAS
FINAL PLAT FINAL PLAT HISPERING SPRINGS PHASE I (FP 25-08) HISPERING SPRINGS PHASE I (FP 25-08)	PREPARED FOR: STORTIEY HOLDINGS, LLC 1085005	SPRINGDALE
	0/08/2025 3303801 MONTGOMERY 300 N College Ave., S Fayetteville, Arkans rafton	TUII 36.4838 †
CERTIFICATE OF AUTHORIZAT	CRAFTON, ASSOCIATE No. 10	S, INC. AT

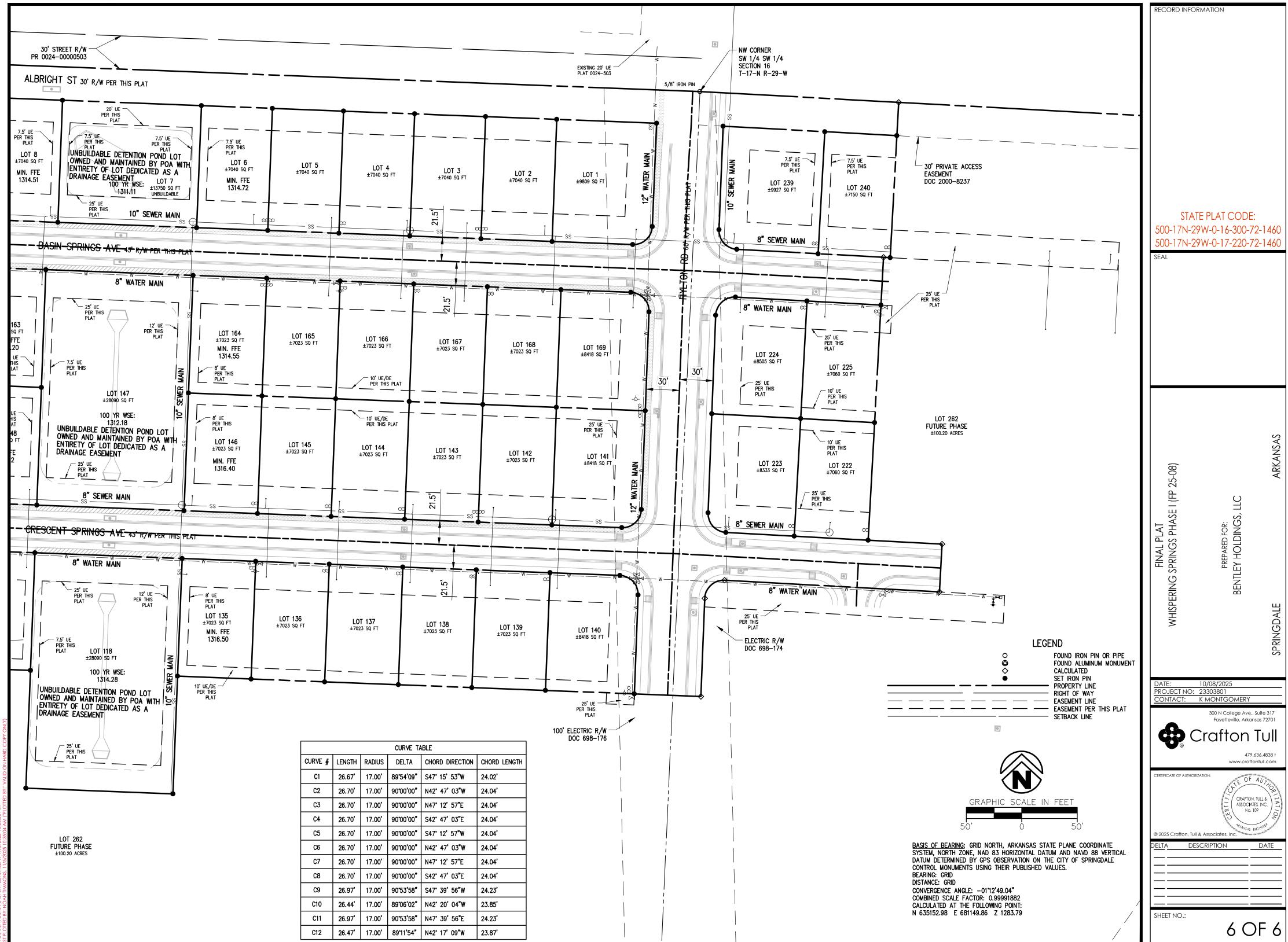
2 OF 6

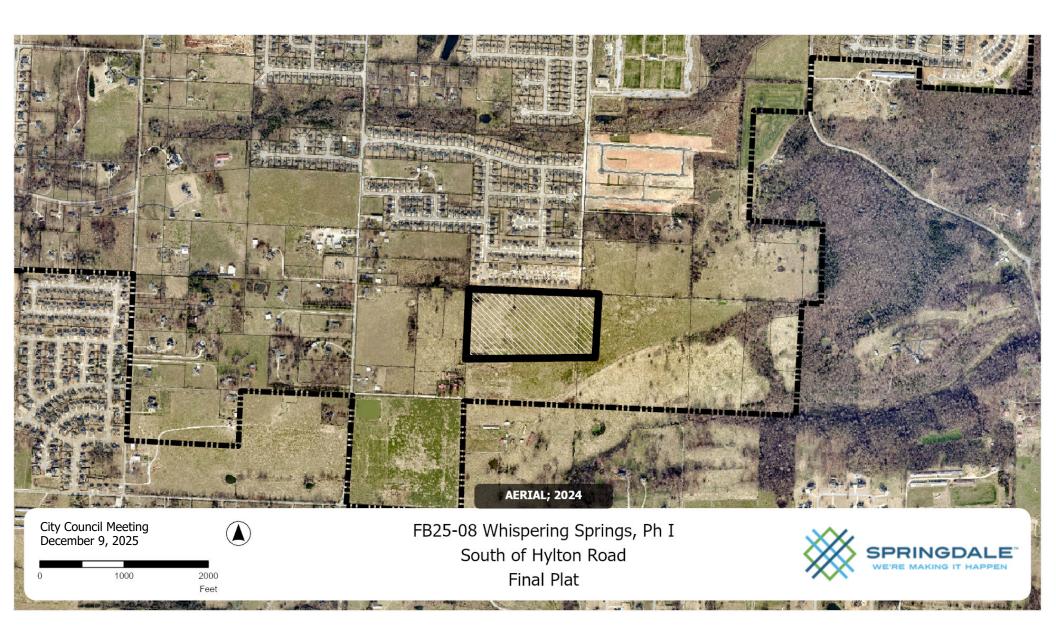
SHEET NO.:

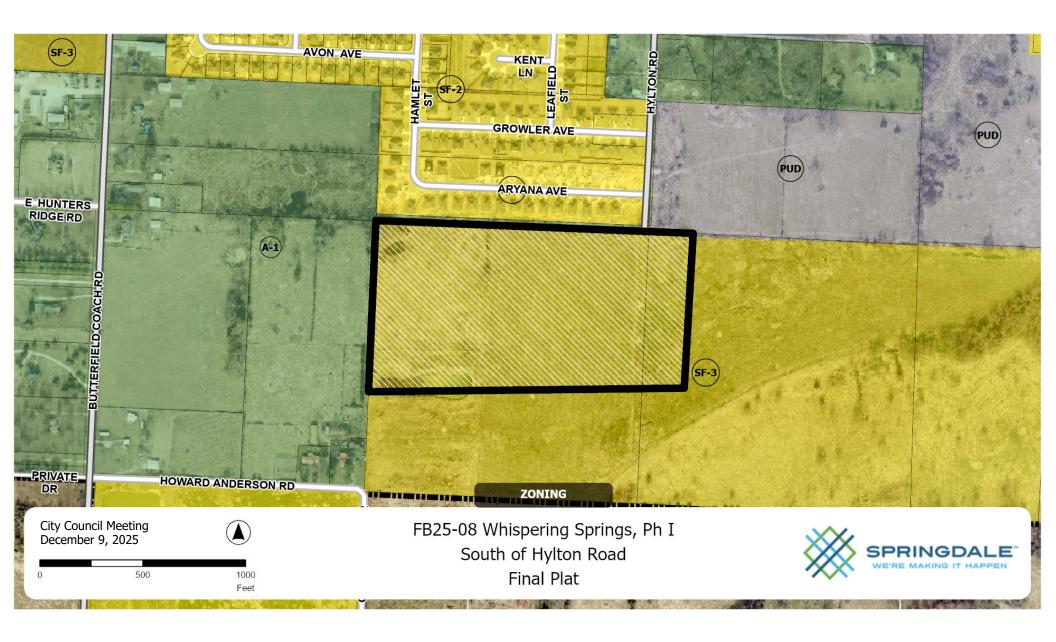












_	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP25-10) OF GAP AT THE CROSSINGS, PHASE I 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:

DESCRIPTION LOT 10:

PART OF THE N 1/2 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8: THENCE ALONG THE EAST LINE THEREOF S02°26'55"W 1321.68 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL: THENCE ALONG THE SOUTH LINE THEREOF N87°36'09"W 68.41 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE CONTINUING ALONG SAID SOUTH LINE N87°36'09"W 1251.14 FEET TO THE SOUTHEAST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 8. SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP; THENCE ALONG THE EAST LINE THEREOF N02°27'06"E 5.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE LEAVING SAID EAST LINE N87°36'09"W 79.81 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 102.32 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.00 FEET AND A LONG CHORD OF S86°08'51"W 102.12 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S79°53'51"W 111.16 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 115.85 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 531.00 FEET AND A LONG CHORD OF S86°08'51"W 115.62 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87°36'09"W 853.86 FEET TO THE EAST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENTS 2019-00022442 AND 2021-00011676, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID EAST LINE THE FOLLOWING EIGHT COURSES:

THENCE 22.65 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1049.50 FEET AND A LONG CHORD OF N03°06'22"E 22.65 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N02°29'17"E 827.74 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 65.16 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 83.50 FEET AND A LONG CHORD OF N24°50'38"E 63.52 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE N47°11'59"E 37.53 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 104.18 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 133.50 FEET AND A LONG CHORD OF N69°33'21"E 101.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE S88°05'18"E 6.72 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE N01°54'42"E 9.87 FEET TO THE SOUTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2019-00022442, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID SOUTH LINE S87°49'42"E 1467.59 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE LEAVING SAID SOUTH LINE S02°10'18"W 235.42 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE N87°54'32"W 70.50 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP: THENCE S02°05'28"W 219.37 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP: THENCE S26°53'20"W 1.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 313.31 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 734.50 FEET AND A LONG CHORD OF N75°19'53"W 310.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87°33'05"W 1.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S02°15'06"W 69.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S87°33'05"E 1.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE 364.23 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 665.50 FEET AND A LONG CHORD OF S71°52'20"E 359.70 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S56°11'34"E 151.73 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE 292.54 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 534.50 FEET AND A LONG CHORD OF S71°52'20"E 288.90 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S87°33'05"E 529.67 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2014-00012154. SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID WEST LINE THE FOLLOWING FOUR COURSES:

THENCE N03°43'28"E 348.86 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE \$02°18'59"W 503.66 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 11.09 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.50 FEET AND A LONG CHORD OF \$76°01'31"W 10.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87°41'13"W 19.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE \$02°18'47"W 76.03 FEET TO THE POINT OF BEGINNING, CONTAINING 60.52 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 9:

BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 87° 39' 47" WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 664.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 02° 20' 13" WEST A DISTANCE OF 22.67 FEET TO A SET 5/8" REBAR CAPPED LS 1304 MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT FOUR BEING THE POINT OF BEGINNING; THENCE SOUTH 02° 06' 45" WEST ALONG THE HEREIN DESCRIBED EAST LINE OF TRACT FOUR, A DISTANCE OF 635.98 FEET TO A SET 5/8" CAPPED REBAR LS 1304 MARKING THE SOUTH EAST CORNER OF SAID TRACT 4 BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE HEREIN DESCRIBED SOUTH BOUNDARY OF TRACT 4 FOR THE FOLLOWING THREE (3) CALLS:

DEPARTING SAID EAST LINE 162.77 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 20° 04′ 41″ AND A RADIUS OF 464.50 FEET SUBTENDED BY A CHORD BEARING NORTH 66° 13′ 55″ WEST – 161.94 FEET TO THE POINT OF TANGENCY BEING A SET 5/8″ CAPPED REBAR LS 1304; NORTH 56° 11′ 34″ WEST A DISTANCE OF 151.73 FEET TO A SET 5/8″ CAPPED REBAR LS 1304 AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT; 88.81 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 06° 55′ 06″ AND A RADIUS OF 735.50 FEET SUBTENDED BY A CHORD BEARING NORTH 59° 39′ 07″ WEST – 88.76 FEET TO A SET 5/8″ CAPPED REBAR LS 1304 MARKING THE SOUTHWEST CORNER OF SAID TRACT FOUR; THENCE ALONG THE HEREIN DESCRIBED WEST BOUNDARY OF TRACT FOUR FOR THE FOLLOWING THREE (3) CALLS:

DEPARTING SAID SOUTH BOUNDARY NORTH 02° 05' 28" EAST A DISTANCE OF 219.37 FEET TO A SET 5/8" CAPPED REBAR LS 1304; SOUTH 87° 54' 32" EAST A DISTANCE OF 70.50 FEET TO A SET 5/8" CAPPED REBAR LS 1304; NORTH 02° 10' 18" EAST A DISTANCE OF 235.42 FEET TO A SET 5/8" CAPPED REBAR LS 1304 MARKING THE MOST NORTHERN NORTHWEST CORNER OF SAID TRACT FOUR BEING ON THE SOUTH RIGHT-OF-WAY OF APPLE ROAD ACCORDING TO EASEMENT REAL ESTATE FILE NO. 2019-00022444; THENCE SOUTH 87° 49' 42" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 287.15 FEET TO THE POINT OF BEGINNING CONTAINING 4.17 ACRES MORE OR LESS.

DESCRIPTION LOT 8:

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF

SAID SECTION 8: THENCE ALONG THE NORTH LINE THEREOF N87°39'47"W 664.07 FEET: THENCE LEAVING SAID NORTH LINE S02°20'13"W 22.67 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2019-00022442, SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP: THENCE ALONG SAID SOUTH LINE \$87°49'42"E 354.80 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP: THENCE ALONG SAID WEST LINE THE FOLLOWING SIX COURSES: THENCE S02°55'42"W 3.03 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S86°42'55"E 157.42 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 81.34 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 80.50 FEET AND A LONG CHORD OF S57°46'11"E 77.92 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE S28°49'28"E 46.60 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 70.93 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 130.50 FEET AND A LONG CHORD OF S13°15'14"E 70.06 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S02°18'59"W 496.35 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE LEAVING SAID WEST LINE N87°33'05"W 529.51 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE 91.65 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 465.50 FEET AND A LONG CHORD OF N81°54'40"W 91.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE N13°43'44"E 1.00 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP: THENCE N02°06'45"E 635.98 FEET TO THE POINT OF

BEGINNING, CONTAINING 9.10 ACRES, MORE OR LESS AND SUBJECT TO ANY

DESCRIPTION STREET RIGHT OF WAY:

AND ALL EASEMENTS OF RECORD OR FACT.

PART OF THE N 1/2 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF S02°26'55"W 1321.68 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL; THENCE ALONG THE SOUTH LINE THEREOF N87°36'09"W 68.41 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID WEST LINE THE FOLLOWING FOUR COURSES:

THENCE N02°18'47"E 76.03 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE S87°41'13"E 19.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 11.09 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 19.50 FEET AND A LONG CHORD OF N76°01'31"E 10.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE N02°18'59"E 503.66 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE LEAVING SAID WEST LINE N87°33'05"W 529.67 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE 292.54 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 534.50 FEET AND A LONG CHORD OF N71°52'20"W 288.90 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N56°11'34"W 151.73 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 364.23 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 665.50 FEET AND A LONG CHORD OF N71°52'20"W 359.70 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87°33'05"W 1.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N02°15'06"E 69.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S87°33'05"E 1.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 315.31 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 734.50 FEET AND A LONG CHORD OF S75°19'53"E 310.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N26°53'20"E 1.00 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP: THENCE 88.81 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 735.50 FEET AND A LONG CHORD OF S59°39'07"E 88.76 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE S56°11'34"E 151.73 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE 162.77 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 464.50 FEET AND A LONG CHORD OF S66°13'55"E 161.94 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP: THENCE S13°43'44"W 1.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE 91.50 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 465.50 FEET AND A LONG CHORD OF S81°54'40"E 91.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S87°33'05"E 529.51 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID WEST LINE THE FOLLOWING SIX COURSES:

THENCE N02°18'59"E 496.35 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE 70.93 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 130.50 FEET AND A LONG CHORD OF N13°15'14"W 70.06 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE N28°49'28"W 46.60 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE 81.34 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 80.50 FEET AND A LONG CHORD OF N57°46'11"W 77.92 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE N86°42'55"W 157.42 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE N02°55'42"E 3.03 FEET TO THE SOUTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2019-00022442, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID SOUTH LINE N87°49'42"W 2109.54 FEET TO THE EAST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENTS 2019-00022442 AND 2021-00011676, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID EAST LINE THE FOLLOWING THIRTEEN COURSES:

THENCE S01°54'42"W 9.87 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N88°05'18"W 6.72 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 104.18 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 133.50 FEET AND A LONG CHORD OF S69°33'21"W 101.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S47°11'59"W 37.53 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 65.16 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 83.50 FEET AND A LONG CHORD OF \$24°50'38"W 63.52 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S02°29'17"W 827.74 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 22.65 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1049.50 FEET AND A LONG CHORD OF S03°06'22"W 22.65 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S03°43'28"W 348.86 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S03°39'23"W 184.63 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S02°29'37"W 281.13 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87°32'28"W 7.06 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP; THENCE S02°27'35"W 656.03 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP; THENCE N87°33'44"W 20.00 FEET TO THE EAST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2007-00024122, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP; THENCE ALONG SAID EAST LINE S02°26'16"W 73.83 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP: THENCE ALONG SAID EAST LINE 39.26 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A LONG CHORD OF \$42°33'23"E 35.35 FEET TO THE NORTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2007-00024122, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP; THENCE ALONG SAID NORTH LINE S87°33'03"E 1264.81 FEET TO THE EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP; THENCE ALONG SAID EAST LINE S02°27'06"W 56.34 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING AN "X" IN CONCRETE; THENCE ALONG THE SOUTH LINE THEREOF N87°33'24"W 1319.85 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8. SAID POINT BEING A 1/2" IRON PIN: THENCE ALONG THE WEST LINE THEREOF N02°27'35"E 1319.44 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL WITH PS 1304 WASHER: THENCE ALONG THE WEST LINE THEREOF N02°27'35"E 1318.89 FEET TO THE NORTHWEST CORNER OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL WITH PS 1304 WASHER: THENCE ALONG THE NORTH LINE THEREOF \$87°39'47"E 2638.97 FEET TO THE POINT OF BEGINNING, CONTAINING 10.37 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the Final Plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said the Final Plat (FP25-10) of GAP at The Crossings, Phase I 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 (FP25-10) of GAP at The Crossings, Phase I, to the City of Springdale, Arkansas, as shown on the Final 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 hereb	y declared that an	emergency exists, and
this ordinance, being necessary for the prese the citizens of Springdale, Arkansas, shall I and approval.		. 3.
DACCED AND ADDDOVED this	dov. of	2025

PASSED AND APPROVED UNIS		ua	y 0i		<u>,</u> 2025.
	Doug	Sprou	ıse, Ma	yor	
ATTEST:					
Sabra Jeffus, City Clerk/Treasurer					
APPROVED AS TO FORM:					
Ernest B. Cate, City Attorney					

OWNER PARCELS 815-30836-200 & 815-30835-000: C L GEORGE & SONS PO BOX G

SPRINGDALE, AR 72765

OWNER PARCEL 815-30836-202: SPRINGDALE TECH PARK (THE) 4700 S THOMPSON ST SUITE A-102 SPRINGDALE, AR 72764 SITE SURVEYOR: CRAFTON TULL 901 N. 47TH ST., SUITE 400 ROGERS, AR 72756 479-636-4838

ZONE A-1 SETBACK TABLE		
FRONT	35'	
REAR	35'	
INTERIOR SIDE	20'	
EXTERIOR SIDE	35'	

ZONE C-5 SETBACK TABLE		
FRONT	30'	
FRONT WITH PARKING	50'	
REAR	20'	
SIDE	0'	
SIDE CNT RESIDENTIAL DIST	20'	

BENCHMARK DATA					
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	
3	674652.34	664099.21	1312.62	5/8 BLUE CAP	
4	674467.08	664506.20	1320.30	5/8 BLUE CAP	
5	674797.71	664501.65	1330.35	5/8 BLUE CAP	

SPRINGDALE TECH PARK (THE) - PARCEL 815-30836-202 CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP. AND ORDINANCE.

DATE:

STATE OF ARKANSAS

OWNER:

COUNTY OF WASHINGTON)

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____ MY COMMISSION EXPIRES:

NOTARY PUBLIC

C L GEORGE & SONS - PARCEL 815-30836-200 & PARCEL 815-30835-000 CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP. AND ORDINANCE.

OWNER: DATE:

STATE OF ARKANSAS

) SS COUNTY OF WASHINGTON)

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, ____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

GEORGES AVE

WATKINS AVE.

DEARING RD.

DEARING RD.

DEARING W. DON TYSON PKY.

APPLE RD.

PROJECT LOCATION

NOTE:

THE INTENT OF THIS PLAT IS TO DEDICATE ALL EXISTING STREET RIGHT OF WAY EASEMENT AREAS AND THE ADDITIONAL RIGHT OF WAY AREAS CREATED PER THIS PLAT TO THE PUBLIC AS STREET RIGHT OF WAYS TO BE OWNED BY THE PUBLIC SUBJECT TO: (1) RESTRICTIONS, IF ANY, CONTAINED WITH THE APPLICABLE RIGHT OF WAY DOCUMENTS REFERENCED HEREIN; AND (2) AN ADDITIONAL RESTRICTION PROHIBITING THE USE OF STREET RIGHT OF WAY EASEMENT AREAS FOR ANY ABOVE—GROUND UTLITITY WHICH INCLUDES, BUT IS NOT LIMITED TO, CELL TOWERS, MICRO CELL TOWERS, SMALL CELL FACILITIES OR ANY OTHER UTILITY ON, OVER, ACROSS AND UNDER SUCH STREET RIGHT OF WAY EASEMENT AREAS. SUBJECT ONLY THE FOREGOING RESTRICTIONS, THE PUBLIC IS GRANTED COMPLETE OWNERSHIP OF SAID STREET RIGHT OF WAY EASEMENT AREAS.

VICINITY MAP NTS

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PLAT MEETS MINIMUM STANDARDS AS SET BY THE STATE LAND SURVEYOR'S OFFICE.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF SPRINGDALE, AR.

ACCORDING TO THE CITY OF SPRINGDALE GIS WEB SITE, THE PROPERTY SURVEYED IS ZONED THE FOLLOWING:

PARCEL 815-30836-200 IS A-1, PUD & C-5 PARCEL 815-30835-000 IS A-1 & C-5

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: PLAT 024A-00000533, PLAT 0024-00000557, AND 024A-00000651.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, SERVICE LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE ABOVE GROUND SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100—YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0065G. EFFECTIVE DATE JANUARY 25, 2024.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

SEE SHEETS 4 THROUGH 6 FOR ABOVE GROUND FEATURES ASSOCIATED WITH UTILITIES.

SEE SHEET 6 FOR CURVE DATA.

ALL IMPROVEMENTS, EASEMENTS AND RIGHT OF WAY TO BE DEDICATED WITH THIS PLAT ARE IN ACCORDANCE WITH GAP AT THE CROSSINGS PHASE 1 PRELIMINARY PLAT. ALL FUTURE ROADS AND LOTS WILL BE DEDICATED AND SPLIT WITH FUTURE PHASES. APPLE ROAD AND THE INTERSECTION OF ORANGE AVE AND APPLE ROAD ARE BEING BUILT BY A SEPARATE PROJECT, 23BPS17 AND RESOLUTION 163–24.

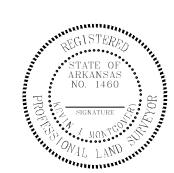
CERTIFICATE OF ACCEPTANCE:

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 OFFICES 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
STREET AND DRAINAGE		DIRECTOR, ENGINEERING

SURVEYOR'S CERTIFICATE OF ACCURACY:

I HEREBY DECLARE THAT ON DECRMBER 2ND, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.



CRAFTON, TULL, & ASSOCIATES, INC. BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460 PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

SPRINGDALE PLAT: FP25-10

RECORD INFORMATION

STATE PLAT CODE: 500-17N-30W-0-08-100-72-1460

=

FINAL PLAT
THE CROSSING SUBDIVISION
200, PARCEL 815-30836-202 AND PARCEL
815-30835-000
PREPARED FOR:
GEORGE AND SONS, LP

C.L. GE

GAP AT THE ... 815-30836-200, I

OJECT NO NTACT:	O: 22104900 K MONTGOMERY
	901 N. 47th St., Suite 400 Rogers, Arkansas 72756
	Crafton Tull architecture engineering surveying
	479 636 4838 t

WWW.craftontull.com

TIFICATE OF AUTHORIZATION:

CRAFTON, TULL & ASSOCIATES. INC. No. 109

2025 Crafton, Tull & Associates, Inc.

202	25 Crafton, Tull & Associates, Inc. """	mmmmm.
T	A DESCRIPTION	DATE
1	REVISED PER COMMENTS	09/11/202
2	REVISED PER COMMENTS	11/20/202
3	REVISED PER COMMENTS	12/02/202
		_

1 OF 6

SHEET NO.:

PARENT DESCRIPTION (PER PLAT RECORDS 024A-00000533 & 0024-00000557):

PART OF THE N 1/2 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF S02'26'55"W 1321.68 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE

NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL; THENCE ALONG THE SOUTH LINE THEREOF N87*36'09"W 1319.55 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF

THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE ALONG THE WEST LINE THEREOF NO2°27'06"E 5.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE LEAVING SAID WEST LINE N87'36'09"W 79.81 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP:

THENCE 102.32 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.00 FEET AND A LONG CHORD OF

S86'08'51"W 102.12 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE S79'53'51"W 111.16 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 115.85 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 531.00 FEET AND A LONG CHORD OF

S86'08'51"W 115.62 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87'36'09"W 853.86 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S03'39'23"W 184.63 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S02°29'37"W 281.13 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N87'32'28"W 7.06 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP;

THENCE S02'27'35"W 656.03 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP;

THENCE N87°33'44"W 20.00 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP;

THENCE S02°26'16"W 73.83 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP;

THENCE 39.26 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A LONG CHORD OF S42'33'23"E 35.35 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP;

THENCE S87'33'03"E 1264.81 FEET TO THE EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP;

THENCE ALONG SAID EAST LINE SO2'27'06"W 56.34 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4

OF SAID SECTION 8, SAID POINT BEING A "X" IN CONCRETE; THENCE ALONG THE SOUTH LINE THEREOF N87'33'24"W 1319.85 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF

THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A 1/2" IRON PIN;

THENCE ALONG THE WEST LINE THEREOF NO2'27'35"E 1319.44 FEET TO THE SOUTHWEST CORNER OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL WITH PS 1304 WASHER;

THENCE ALONG THE WEST LINE THEREOF NO2°27'35"E 1318.89 FEET TO THE NORTHWEST CORNER OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING AN ALUMINUM MONUMENT;

THENCE ALONG THE NORTH LINE THEREOF S87'39'47"E 2638.97 FEET TO THE POINT OF BEGINNING, CONTAINING 84.17 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8;

THENCE ALONG THE NORTH LINE THEREOF N87'39'47"W 664.07 FEET;

THENCE LEAVING SAID NORTH LINE S02°20'13"W 22.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE S02'06'45"W 635.98 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE 162.77 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 464.50 FEET AND A LONG CHORD OF

N66"13"55"W 161.94 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE N56M1'34"W 151.73 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE 88.81 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 735.50 FEET AND A LONG CHORD OF N59'39'07"W

88.76 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE NO2'05'28"E 219.37 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE S87'54'32"E 70.50 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE NO210'18"E 235.42 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE S87'49'42"E 287.15 FEET TO THE POINT OF BEGINNING, CONTAINING 4.17 ACRES, MORE OR LESS AND SUBJECT

TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 8:

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8;

THENCE ALONG THE NORTH LINE THEREOF N87'39'47"W 664.07 FEET;

THENCE LEAVING SAID NORTH LINE S02°20'13"W 22.67 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2019-00022442, SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE ALONG SAID SOUTH LINE S87'49'42"E 354.80 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE ALONG SAID WEST LINE THE FOLLOWING SIX COURSES:

THENCE S02°55'42"W 3.03 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S86°42'55"E 157.42 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 81.34 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 80.50 FEET AND A LONG CHORD OF S57°46'11"E

77.92 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S28'49'28"E 46.60 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 70.93 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 130.50 FEET AND A LONG CHORD OF S13"15"14"E

70.06 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP:

THENCE S0218'59"W 496.35 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE LEAVING SAID WEST LINE N87'33'05"W 529.51 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 91.65 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 465.50 FEET AND A LONG CHORD OF

N81°54'40"W 91.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N13'43'44"E 1.00 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE NO2'00'45"E 635.98 FEET TO THE POINT OF BEGINNING, CONTAINING 9.10 ACRES, MORE OR LESS AND SUBJECT

TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 9:

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8;

THENCE ALONG THE NORTH LINE THEREOF N87'39'47"W 664.07 FEET:

THENCE LEAVING SAID NORTH LINE S02°20'13"W 22.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE S02'06'45"W 635.98 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE 162.77 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 464.50 FEET AND A LONG CHORD OF

N66"13'55"W 161.94 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE N56"11'34"W 151.73 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE 88.81 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 735.50 FEET AND A LONG CHORD OF N59°39'07"W

88.76 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE NO2'05'28"E 219.37 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE S87°54'32"E 70.50 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE NO210'18"E 235.42 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE S87'49'42"E 287.15 FEET TO THE POINT OF BEGINNING, CONTAINING 4.17 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 10:

PART OF THE N 1/2 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8. TOWNSHIP 17 NORTH. RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8:

THENCE ALONG THE EAST LINE THEREOF S02°26'55"W 1321.68 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL;

THENCE ALONG THE SOUTH LINE THEREOF N87'36'09"W 68.41 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP:

THENCE CONTINUING ALONG SAID SOUTH LINE N87°36'09"W 1251.14 FEET TO THE SOUTHEAST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE ALONG THE EAST LINE THEREOF NO2'27'06"E 5.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE LEAVING SAID EAST LINE N87'36'09"W 79.81 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 102.32 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 469.00 FEET AND A LONG CHORD OF S86°08'51"W 102.12 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S79'53'51"W 111.16 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 115.85 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 531.00 FEET AND A LONG CHORD OF S86°08'51"W 115.62 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87'36'09"W 853.86 FEET TO THE EAST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENTS

2019-00022442 AND 2021-00011676, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID EAST LINE THE FOLLOWING EIGHT COURSES:

THENCE NO3'43'28"E 348.86 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 22.65 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1049.50 FEET AND A LONG CHORD OF

NO306'22"E 22.65 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE NO2'29'17"E 827.74 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 65.16 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 83.50 FEET AND A LONG CHORD OF N24'50'38"E 63.52 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N47"11"59"E 37.53 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 104.18 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 133.50 FEET AND A LONG CHORD OF

N69'33'21"E 101.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S88'05'18"E 6.72 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE NO1'54'42"E 9.87 FEET TO THE SOUTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT

2019-00022442, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID SOUTH LINE S87'49'42"E 1467.59 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE LEAVING SAID SOUTH LINE S0210'18"W 235.42 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE N87°54'32"W 70.50 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE S02'05'28"W 219.37 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE S26'53'20"W 1.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 313.31 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 734.50 FEET AND A LONG CHORD OF

N7519'53"W 310.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N87'33'05"W 1.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S0215'06"W 69.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP:

THENCE S87'33'05"E 1.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 364.23 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 665.50 FEET AND A LONG CHORD OF

S71°52'20"E 359.70 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S56"11'34"E 151.73 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 292.54 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 534.50 FEET AND A LONG CHORD OF

S71'52'20"E 288.90 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S87'33'05"E 529.67 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT

2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE ALONG SAID WEST LINE THE FOLLOWING FOUR COURSES:

THENCE S0218'59"W 503.66 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 11.09 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.50 FEET AND A LONG CHORD OF \$76.01'31"W

10.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N87'41'13"W 19.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S02"18'47"W 76.03 FEET TO THE POINT OF BEGINNING, CONTAINING 60.52 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION STREET RIGHT OF WAY:

PART OF THE N 1/2 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8;

THENCE ALONG THE EAST LINE THEREOF S02°26'55"W 1321.68 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL;

THENCE ALONG THE SOUTH LINE THEREOF N87'36'09"W 68.41 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT 2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE ALONG SAID WEST LINE THE FOLLOWING FOUR COURSES: THENCE NO218'47"E 76.03 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S87'41'13"E 19.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 11.09 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 19.50 FEET AND A LONG CHORD OF N76°01'31"E 10.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE NO218'59"E 503.66 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE LEAVING SAID WEST LINE N87'33'05"W 529.67 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP: THENCE 292.54 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 534.50 FEET AND A LONG CHORD OF

N71'52'20"W 288.90 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N5611'34"W 151.73 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 364.23 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 665.50 FEET AND A LONG CHORD OF N71'52'20"W 359.70 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N87°33'05"W 1.32 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE NO215'06"E 69.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S87'33'05"E 1.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 315.31 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 734.50 FEET AND A LONG CHORD OF

S7519'53"E 310.94 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N26'53'20"E 1.00 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE 88.81 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 735.50 FEET AND A LONG CHORD OF \$59'39'07"E 88.76 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE S56"1'34"E 151.73 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE 162.77 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 464.50 FEET AND A LONG CHORD OF

S6613'55"E 161.94 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE S13'43'44"W 1.00 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 91.50 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 465.50 FEET AND A LONG CHORD OF S81'54'40"E 91.50 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S87'33'05"E 529.51 FEET TO THE WEST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT

2014-00012154, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP: THENCE ALONG SAID WEST LINE THE FOLLOWING SIX COURSES:

THENCE NO2"18'59"E 496.35 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP:

THENCE 70.93 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 130.50 FEET AND A LONG CHORD OF N1315'14"W 70.06 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE N28'49'28"W 46.60 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE 81.34 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 80.50 FEET AND A LONG CHORD OF N57*46'11"W

77.92 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP;

THENCE N86'42'55"W 157.42 FEET TO A 5/8" IRON PIN WITH PS 1304 CAP; THENCE NO2"55'42"E 3.03 FEET TO THE SOUTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT

2019-00022442, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP; THENCE ALONG SAID SOUTH LINE N87'49'42"W 2109.54 FEET TO THE EAST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENTS 2019-00022442 AND 2021-00011676, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460

THENCE ALONG SAID EAST LINE THE FOLLOWING THIRTEEN COURSES: THENCE S01°54'42"W 9.87 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE N88°05'18"W 6.72 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 104.18 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 133.50 FEET AND A LONG CHORD OF S69'33'21"W 101.56 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S47"11'59"W 37.53 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE 65.16 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 83.50 FEET AND A LONG CHORD OF \$24*50'38"W 63.52 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S02"29'17"W 827.74 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE 22.65 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1049.50 FEET AND A LONG CHORD OF S03'06'22"W 22.65 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S03'43'28"W 348.86 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP; THENCE S03'39'23"W 184.63 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE S02°29'37"W 281.13 FEET TO A 5/8" IRON PIN WITH PS 1460 CAP;

THENCE N87'32'28"W 7.06 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP; THENCE S02'27'35"W 656.03 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP:

THENCE N87'33'44"W 20.00 FEET TO THE EAST LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT

2007-00024122, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP; THENCE ALONG SAID EAST LINE SO2'26'16"W 73.83 FEET TO A 5/8" IRON PIN WITH PS 1340 CAP:

CHORD OF S42'33'23"E 35.35 FEET TO THE NORTH LINE OF A RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT

NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL WITH PS 1304 WASHER;

THENCE ALONG SAID EAST LINE 39.26 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A LONG

2007-00024122, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP; THENCE ALONG SAID NORTH LINE S87'33'03"E 1264.81 FEET TO THE EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID

SECTION 8, SAID POINT BEING A 5/8" IRON PIN WITH PS 1340 CAP; THENCE ALONG SAID EAST LINE S02°27'06"W 56.34 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4

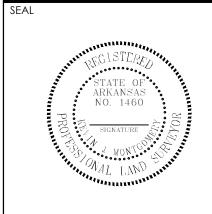
OF SAID SECTION 8, SAID POINT BEING AN "X" IN CONCRETE; THENCE ALONG THE SOUTH LINE THEREOF N87'33'24"W 1319.85 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A 1/2" IRON PIN;

THENCE ALONG THE WEST LINE THEREOF NO2"27"35"E 1319.44 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 8, SAID POINT BEING A MAG NAIL WITH PS 1304 WASHER; THENCE ALONG THE WEST LINE THEREOF NO2'27'35"E 1318.89 FEET TO THE NORTHWEST CORNER OF THE N 1/2 OF THE

THENCE ALONG THE NORTH LINE THEREOF S87'39'47"E 2638.97 FEET TO THE POINT OF BEGINNING, CONTAINING 10.37 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

RECORD INFORMATION

STATE PLAT CODE: 500-17N-30W-0-08-100-72-1460



PARCEL ISION -202 AND I SUBDIVI: SONS, FINAL PLAT E CROSSING SI , PARCEL 815-3 815-30835-000 ED FOR AND PREPARE GEORGE / 200,

PROJECT NO: 22104900 CONTACT: K MONTGOMERY 901 N. 47th St., Suite 400 Rogers, Arkansas 72756 Crafton Tull

815-

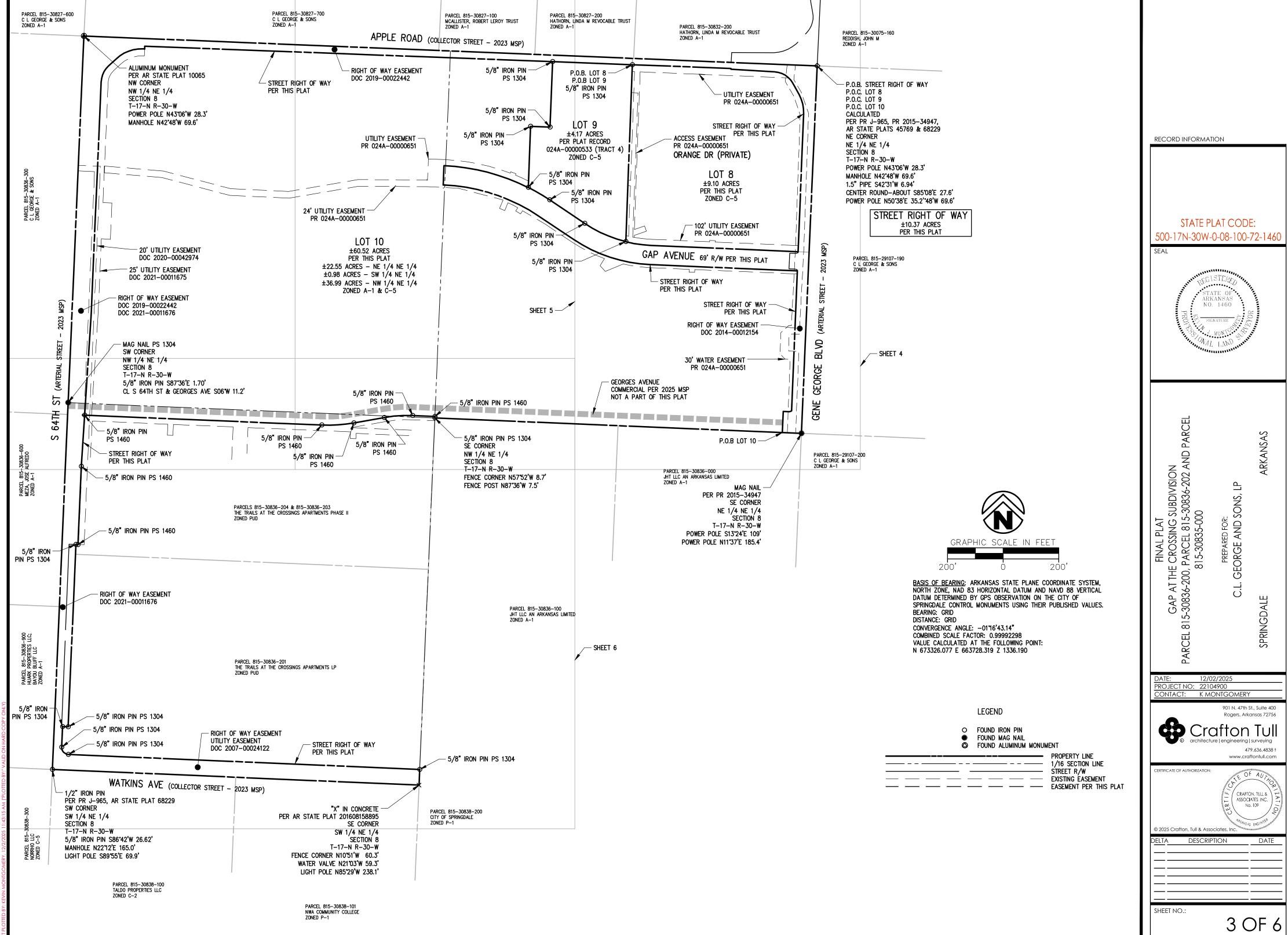
SE SE

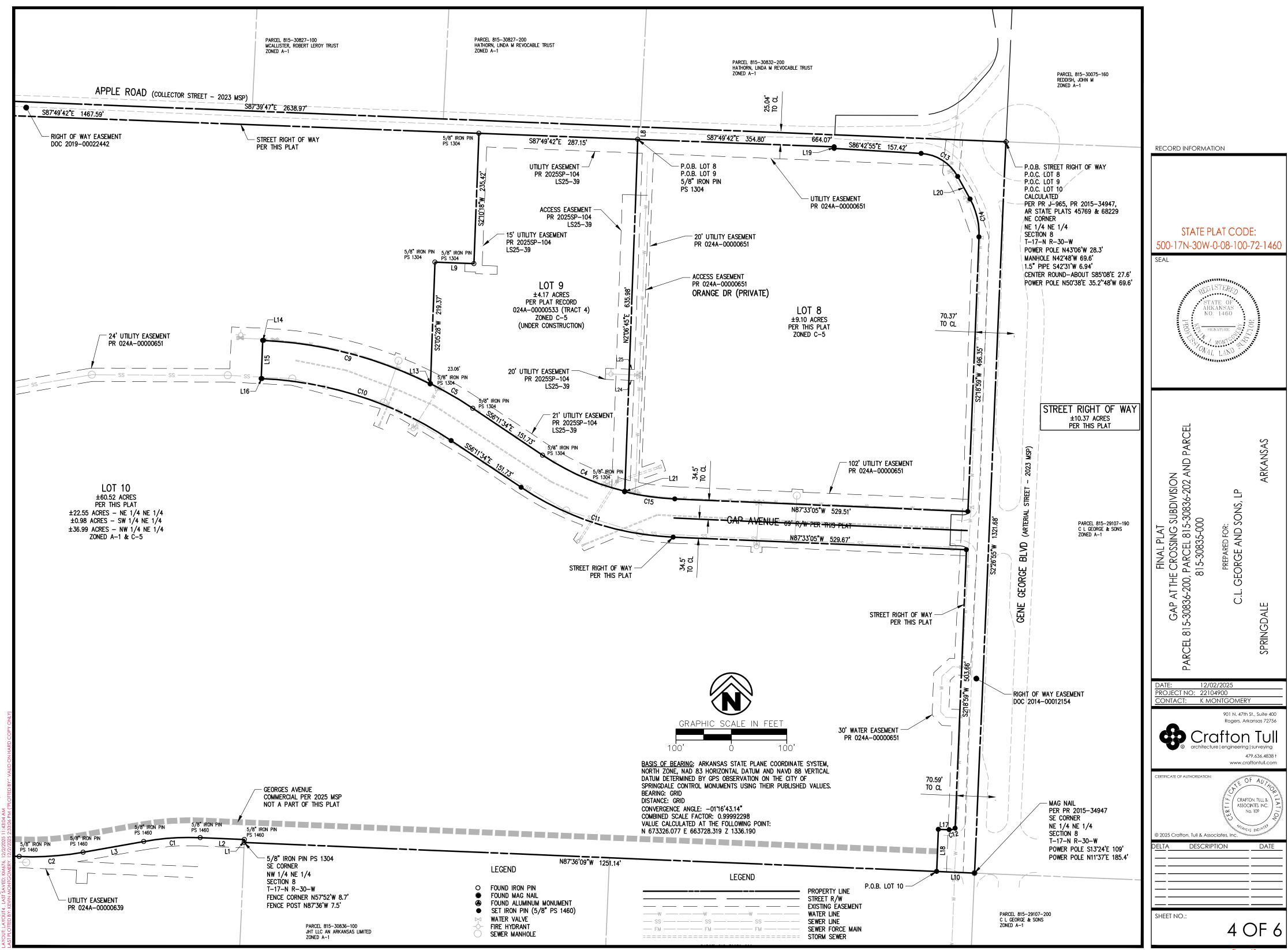


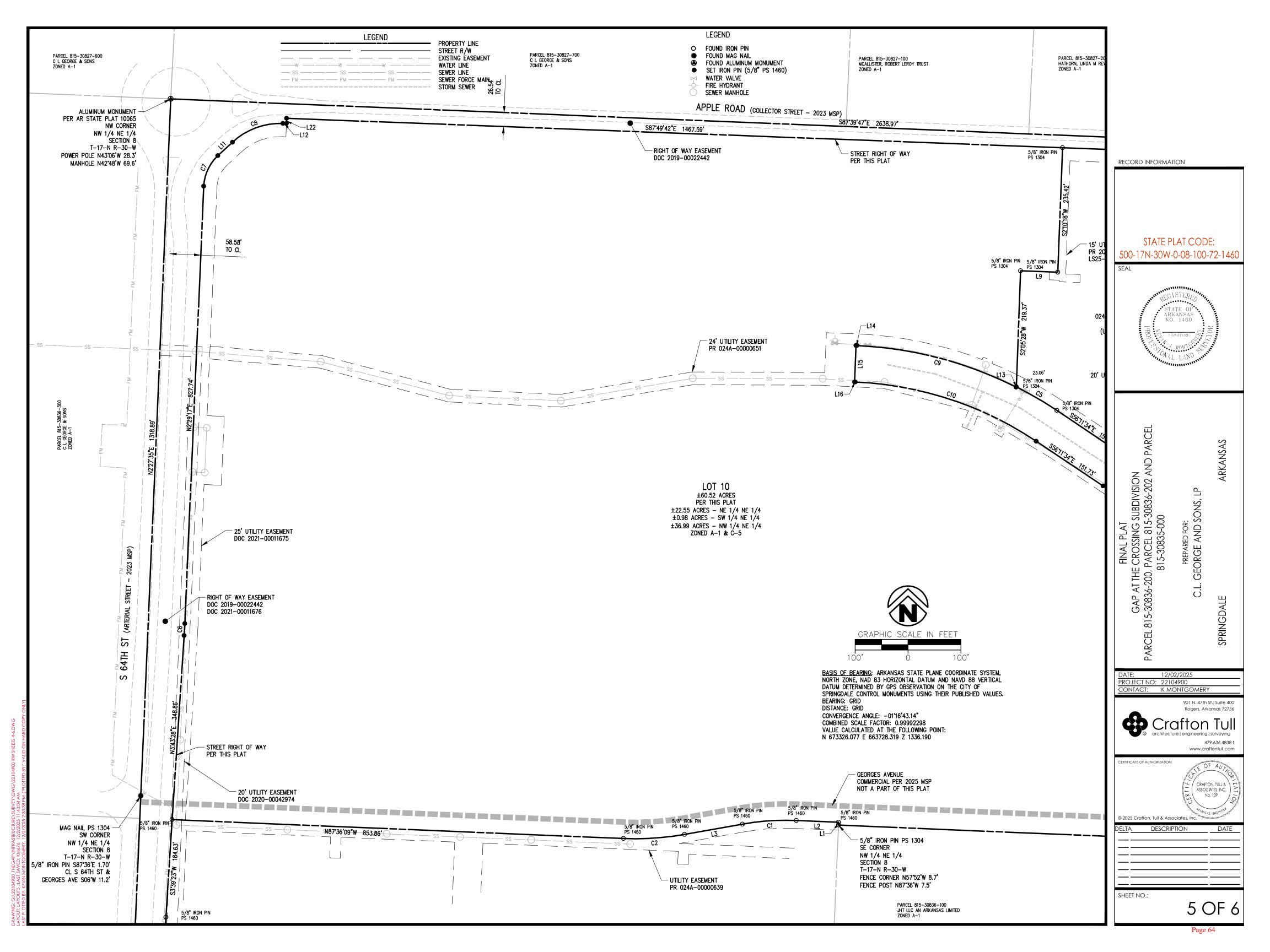
479.636.4838

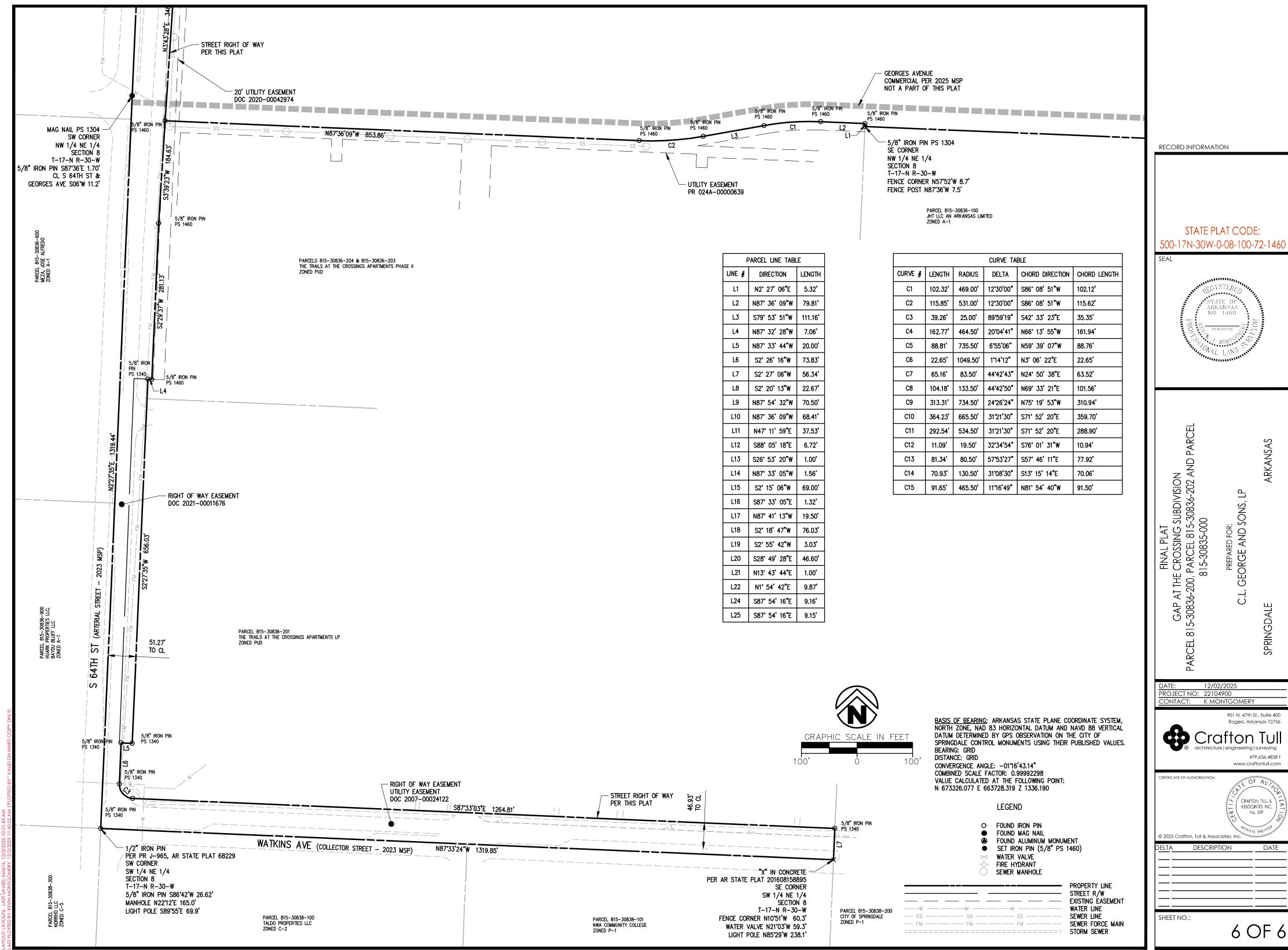
SHEET NO.:

2 OF 6



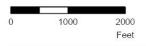






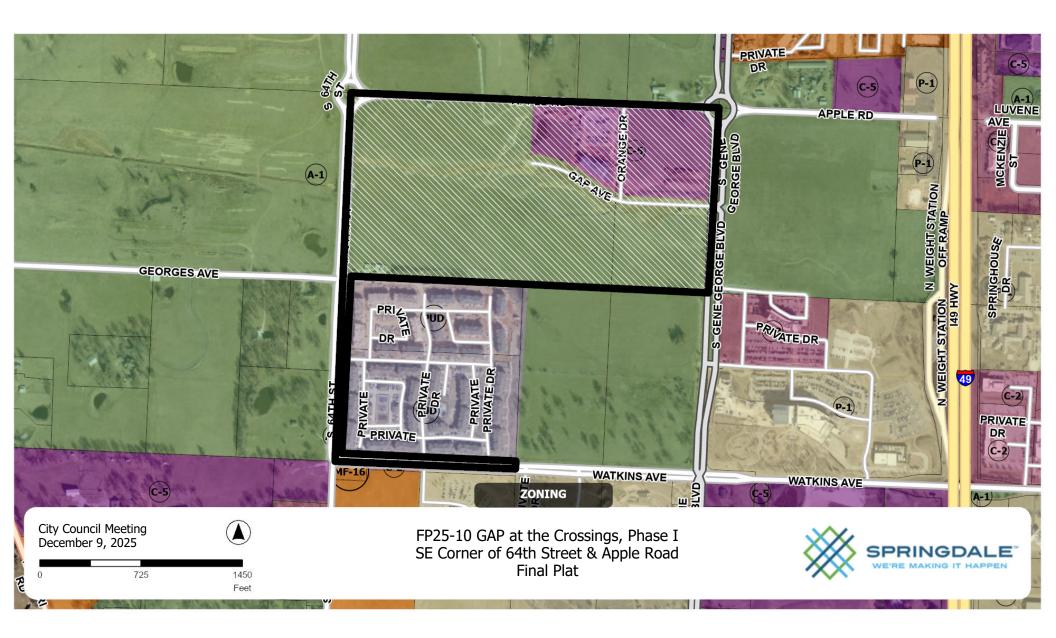


City Council Meeting December 9, 2025



FP25-10 GAP at the Crossings, Phase I SE Corner of 64th Street & Apple Road Final Plat





RESOLUTION NO.

A RESOLUTION APPROVING CONDITIONAL USE FOR A TANDEM LOT (C25-11) AT 1840 & 1860 W. SUNSET AVENUE AS SET FORTH IN ORDINANCE NO. 4030.

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

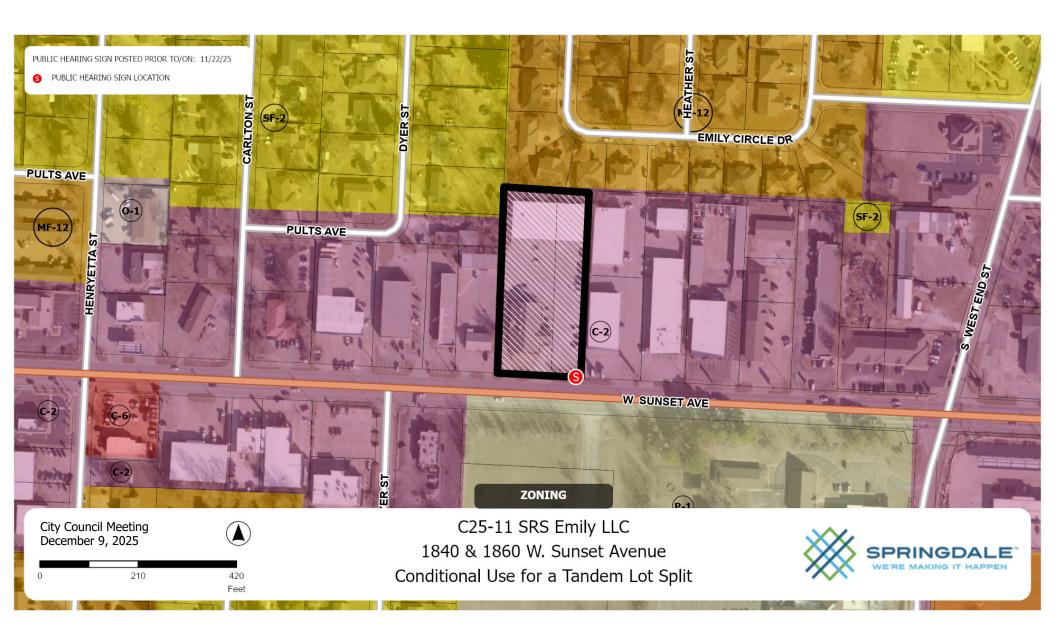
WHEREAS, the Planning Commission held a public hearing on October 7, 2025, a request by SRS Emily, LLC for a Conditional Use for a Tandem Lot Split in a General Commercial District (C-2) at 1840 & 1860 W. Sunset Avenue; and

WHEREAS, following the public hearing, the Planning Commission, by a vote of nine (9) yes and zero (0) no, recommends that a Conditional Use be granted to SRS Emily, LLC for a Tandem Lot Split in a General Commercial District (C-2) with the following conditions – No conditions set.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a Conditional Use (C25-11) to SRS Emily, LLC for a Tandem Lot Split in a General Commercial District (C-2) with the following conditions – No conditions set.

PASSED AND APPROVED THIS	DAY OF, 2025.
ATTEST:	Doug Sprouse, Mayor
Sabra Jeffus, City Clerk	
APPROVED AS TO FORM: Ernest Cate, City Attorney	





RESOL	UTION	NO.	

A RESOLUTION APPROVING A CONDITIONAL USE (C25-12) FOR ANGELS'S SALVADORIAN & MEXICAN FOOD AT 3389 N. THOMPSON AS SET FORTH IN ORDINANCE NO. 4030

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

WHEREAS, the Planning Commission held a public hearing on December 2, 2025, on a request by Maryuri Lizeth Calderon for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5).

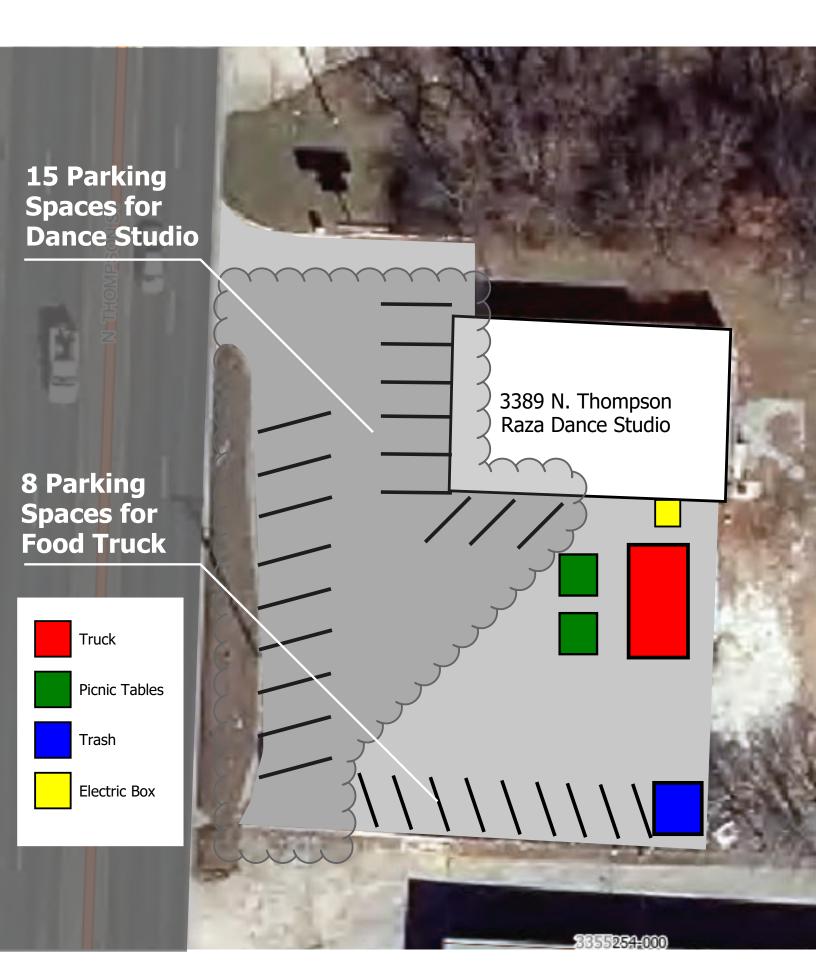
WHEREAS, following the public hearing, the Planning Commission, by a vote of seven (7) yes and zero (0) nays, recommends that a Conditional Use be granted to Angels's Salvadorian & Mexican Food with the following conditions:

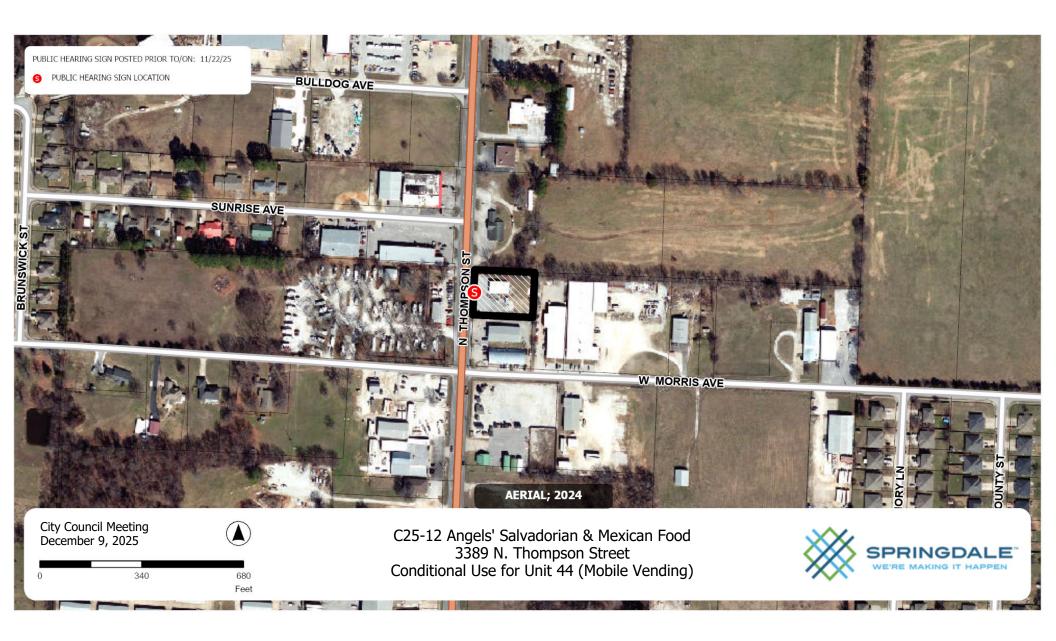
- 1. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- 2. No obstruction of parking spaces required for the operation of any other use on the site
- 3. Maintain on the site a minimum of three parking spaces designated for their use.
- 4. If a health certificate is required, display the health certificate in a manner visible to customers.
- 5. No obstruction of pedestrian or motor vehicle traffic flow.
- 6. No obstruction of traffic signals or regulatory signs.
- 7. No vending upon a public way.
- 8. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
- 9. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.
- 10. Temporary signs only, with no flashing lights allowed.

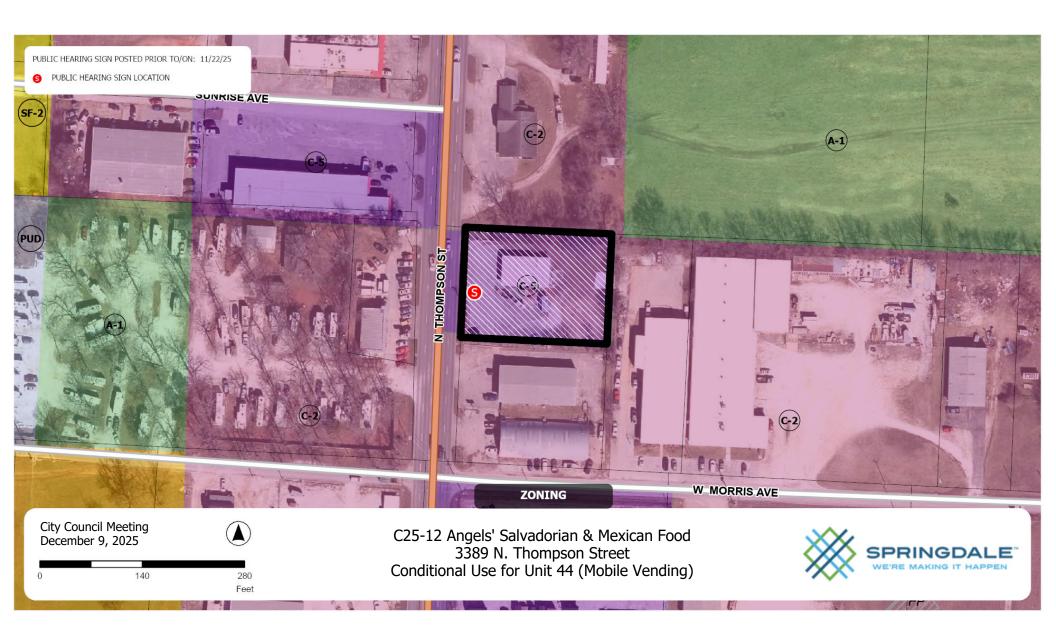
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a Conditional Use with the following conditions:

- 1. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- 2. No obstruction of parking spaces required for the operation of any other use on the site
- 3. Maintain on the site a minimum of three parking spaces designated for their use.
- 4. If a health certificate is required, display the health certificate in a manner visible to customers.
- 5. No obstruction of pedestrian or motor vehicle traffic flow.
- 6. No obstruction of traffic signals or regulatory signs.
- 7. No vending upon a public way.
- 8. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
- 9. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.
- 10. Temporary signs only, with no flashing lights allowed.

PASSED AND APPROVED THIS	DAY OF	, 2025.
ATTEST:	Doug Sprouse, Ma	iyor
Sabra Jeffus, City Clerk		
APPROVED AS TO FORM:		
Ernest B. Cate, City Attorney		







RESOL	UTION	NO.	

A RESOLUTION APPROVING A WAIVER (W25-46) OF SUBDIVISION REQUIREMENTS AS SET FORTH IN ORDINANCE NO. 3725 TO PINKLEY FARMS, INC. IN CONNECTION WITH LS25-44, AN INFORMAL PLAT.

WHEREAS, Ordinance #3047 provides for the Waiver (W25-46) 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

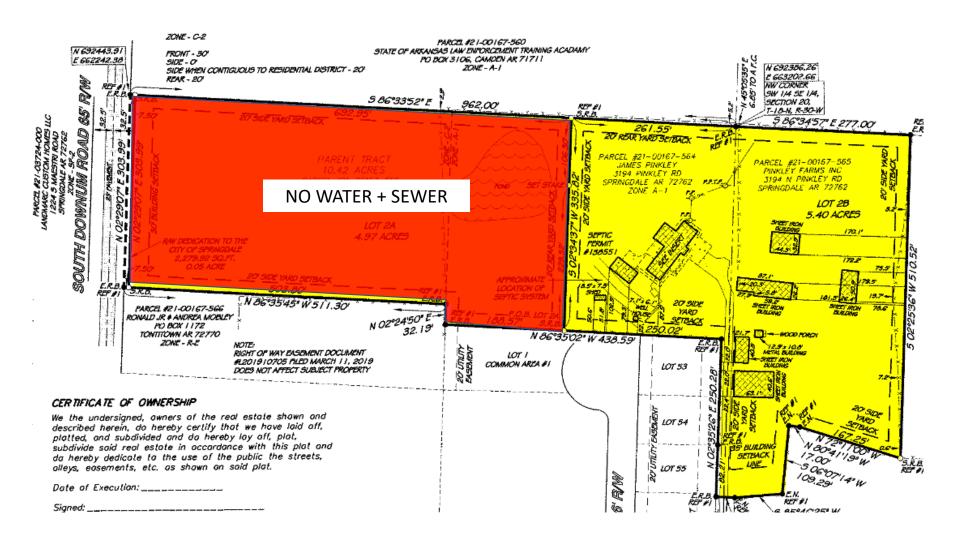
WHEREAS, the Planning Commission reviewed a request for Waiver (W25-46) of Subdivision Requirements in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc., and the Planning Commission recommends approval of the Waiver request.

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

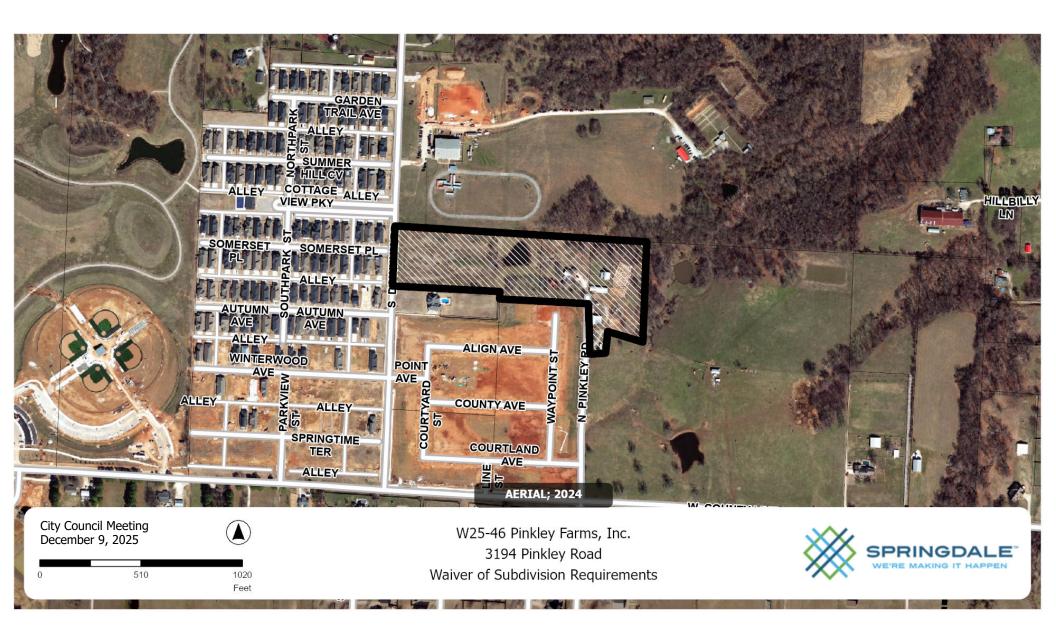
- **Option 1: Grants** a Waiver of Subdivision Requirements in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc.
- **Option 2: Denies** a Waiver of Subdivision Requirements in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc.
- **Option 3: Approves** payment in lieu of Subdivision Requirements in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc., 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 Subdivision Requirements to be built in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc.

PASSED AND APPROVED this _	day of	<u>,</u> 2025.
	Doug Sprouse, Mayor	
ATTEST:		
Sabra Jeffus, City Clerk/Treasurer		
APPROVED AS TO FORM:		
Ernest B. Cate, City Attorney		



EXHIBIT



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN JANET DANCER IS DEFENDANT (56th STREET SOUTH ROAD IMPROVEMENT PROJECT, PROJECT NO. CP1408, TRACTS 22-24).

WHEREAS, the City of Springdale has filed a lawsuit against Janet Dancer to condemn property for the 56th Street South Road Improvement Project, Project No. CP1408, Tracts 22-24;

WHEREAS, the City of Springdale deposited the sum of \$250,900.00 into the Registry of the Court as estimated just compensation for the taking of the property needed for the project;

WHEREAS, the acquisition of the Property will result in the displacement of the owner of the Property, and, pursuant to the Federal Uniform Relocation Assistance and Real Property Acquisition Act, in addition to just compensation for the taking of the property needed for the Project, the property owner is entitled to a price differential payment (Replacement Housing Payment) relating to the cost of acquiring comparable replacement property;

WHEREAS, the City's relocation agent for the Project has determined that the remaining maximum Replacement Housing Payment due the property owner is an amount not to exceed \$549,970.00;

WHEREAS, the property owner has requested that the Replacement Housing Payment be authorized in an amount not to exceed \$549.970.00, which will allow these funds to be reimbursed to the property owner more efficiently, and will also resolve the eminent domain case currently pending;

WHEREAS, said advanced payment of \$549,970.00 is authorized under \$24.207(c) of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) in order to avoid or reduce a hardship, and to provide proof of property owner's ability to enter into contract on a replacement dwelling; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve a sum not to exceed \$549,970.00 for Replacement Housing Payment due the property owner, and to resolve the eminent domain case currently pending.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Janet Dancer condemnation lawsuit for an additional amount not to exceed \$549,970.00 for Replacement Housing Payment due the property owner to be paid from the Unrestricted General Fund, with said amount to be disbursed to the property owner in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act.

PASSED AND APPROVED t	his day of	, 2025
ATTEST:	Doug Sprouse, Mayor	
Sabra Jeffus, CITY CLERK		
APPROVED AS TO FORM:		
Ernest B. Cate, CITY ATTORNEY		



ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400



Certification of Personal Property Inventory

Job No.:

GENE GEORGE PHASE 3

Tract No.:

22/24-OP

Address:

4502 Johnson Mill Blvd., Springdale, AR 72762

Displacee:

Janet Dancer



Storage Structure

Singlewide Mobile Home – 400 SF 2-Car Garage – 690 SF (23'x 30') 2-Car Garage – 520 SF (20' x 26') 2-Carpot – 432 SF (18' x 24') Storm Shelter – SF UNKNOWN

Total: 2,042 SF

Inventory Description

Furniture; Portable Fireplaces
Auto Tools/Equipment & Misc.
Holiday & Misc. Storage
Garden/Outdoor equipment & supplies
Garden/Outdoor equipment & supplies





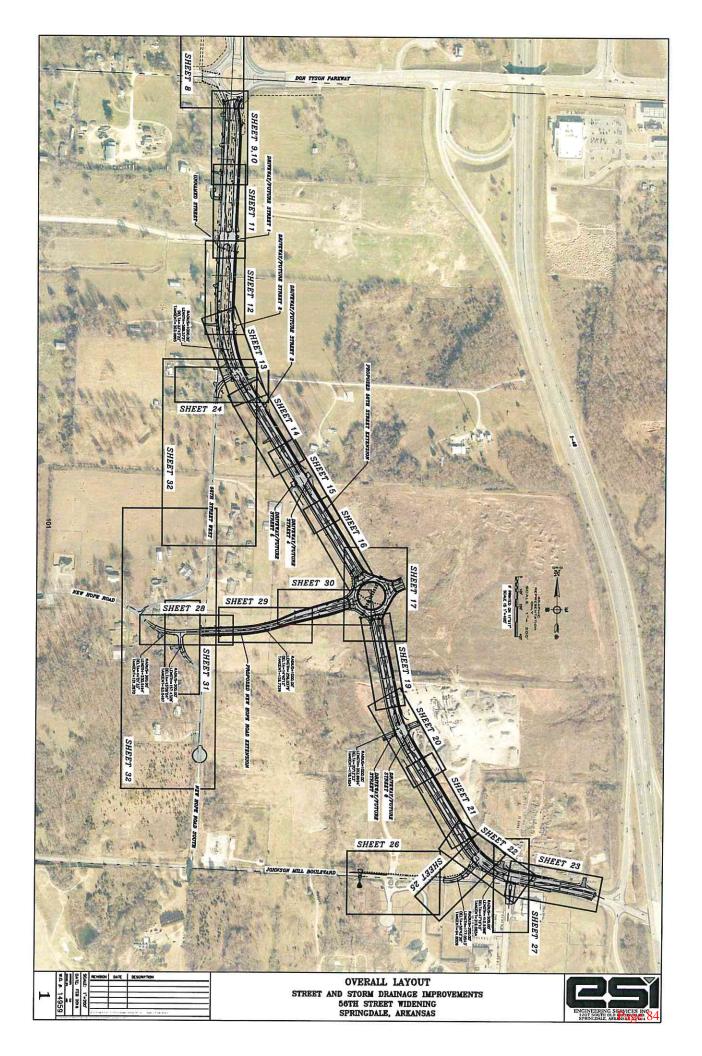


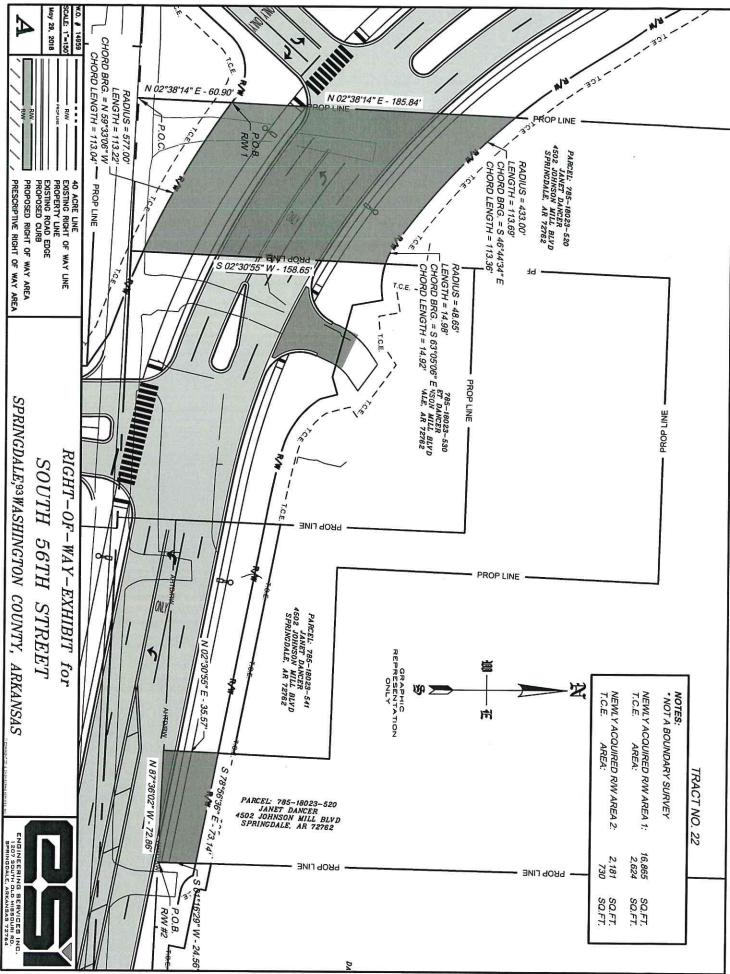
This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage a leged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information? Bovided herein.

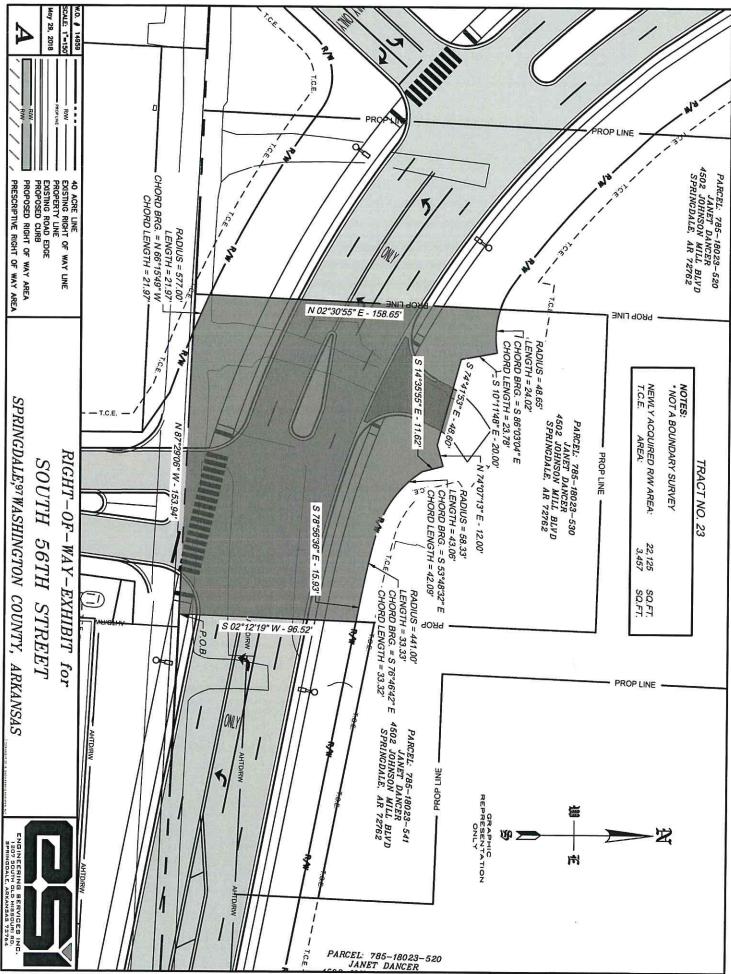
Created By actDataScout on 5/5/2022 9:38:15 AM

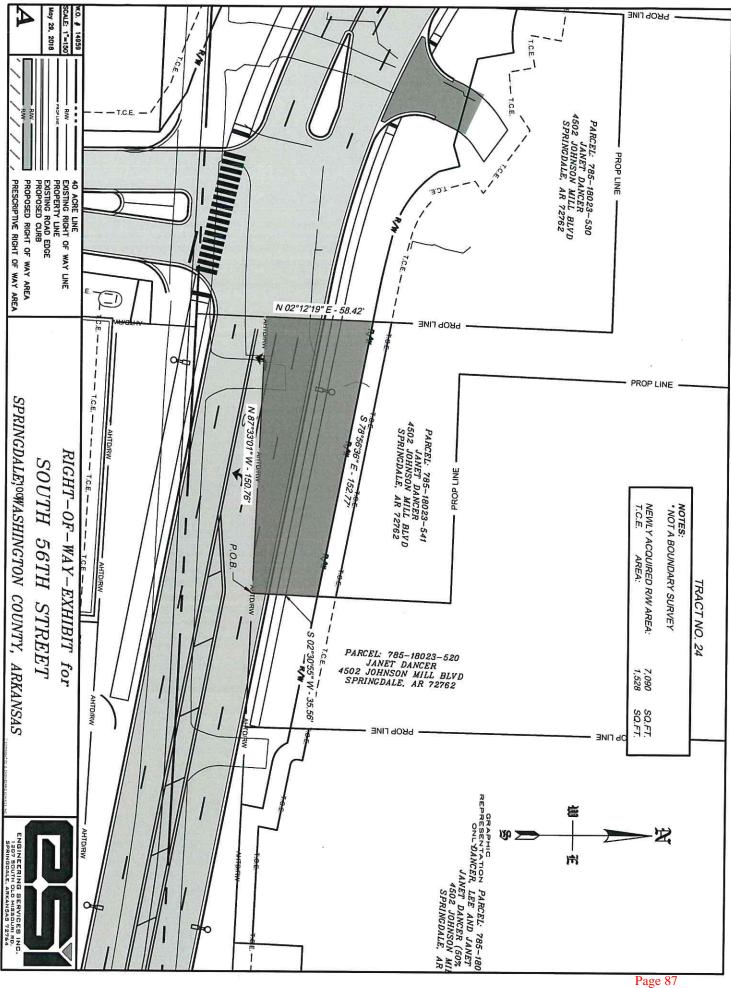
via Data Scout One Map

Page 83











Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI

• Katie Hampton

• Shannon Mueller

• E. P. Scruggs III

• Blake Hopper

• Jennifer Malardier

May 27, 2022

Brad Baldwin, P.E., CFM, GISP Director of Engineering City of Springdale 201 Spring Street Springdale, AR 72764

RE: The Janet Dancer Property; Located One Site West Of The Northwest Corner Of Johnson Mill Boulevard & I-49, Johnson, Arkansas; Washington County

Dear Mr. Baldwin:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and that my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 48,261± square feet (SF), or 1.11± ACS in right-of-way acquisitions (ROW), and 8,339± SF, or .19± AC in temporary construction easement (TCE) as of May 16, 2022, and, the market value of the Remainder Property (land only) after the acquisition of 48,261± SF, or 1.11± ACS in ROW, and 8,339± SF, or .19± AC in TCE is in place, also as of May 16, 2022.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of May 16, 2022, was as follows:

Whole Property	=	\$1,303,600
Remainder Property (Land Only)	=	\$1,059,000
Subtotal	=	\$ 244,600
Plus: TCE	=	\$ 6,300
Damage To Market Value	=	\$ 250,900

The preceding values reflect terms equivalent to cash to the owners and represent those for real property only.

The following Extraordinary Assumptions are utilized in this report:

- 1. Subject land sizes, Whole Property and Remainder Property, is approximately as indicated;
- 2. The area of acquisitions are approximately as indicated;
- 3. The City of Springdale, at their expense, will put the land area located within the temporary construction easement area back to as near original condition as possible;
- 4. Subject will have adequate ingress/egress to/from Johnson Mill Boulevard;
- 5. The subject site is not contaminated and represents an environmentally clean site. A Phase I Environmental Study is recommended.

If any, or all, of these Extraordinary Assumptions prove to be untrue, one or both of the preceding value estimates could be influenced.

The reader is referred to additional Assumption and Limiting Conditions presented in the Addenda Section of this report.

A Hypothetical Condition of this appraisal is that the 56th Street Widening project is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the 56th Street Widening project was not complete and in place as of May 16, 2022. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

The appraiser is invoking the Jurisdictional Exception Rule in this appraisal. The Uniform Standards of Professional Appraisal Practice requires, under Standards Rule 1-2 (c) (iv), "When reasonable exposure time is a component of the definition for the value opinion being developed, the appraisers must also develop an opinion of reasonable exposure time linked to that value opinion." However, the Uniform Appraisal Standards For Federal Land Acquisitions, under Section 1.2.4, states "Appraisers should not link opinions of value under these Standards to a specific opinion of exposure time, unlike appraisal assignments for other purposes under USPAP Standards Rule 1-2 (c)."

USPAP states the following under Sections Rule 1-4 (f): "When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions." This appraisal is prepared in conformity to the provisions of the "Uniform Act" and its implementing regulation 49 CFR Part 24. The 49 CFR Part 24 regulation requires appraisers to disregard any decrease or increase in the market value of the property that has been caused directly by the project in the "Before Acquisition Value" appraisal. This is considered a Jurisdictional Exception. In addition, General Benefits as a result of the project have not been considered in the valuation of the Remainder Property based on 49 CFR Part 24. Considering USPAP Standards Rule 1-4 (f), this is also considered a Jurisdictional Exception.

Sincerely,

Shannon Reed Mueller, CG2302 REED & ASSOCIATES, INC.



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:

Located One Site West Of The NWC of Johnson Mill Boulevard & I-49, Johnson,

AR

Client:

City of Springdale

Fee Owner:

Janet Dancer

Mailing Address:

4502 Johnson Mill Road, Springdale, Arkansas 72762

Area Of 7.60± Acres Permanent Easement

Not Applicable

Whole:

Area

Of

The

6.41± Acres

Remainder:

Area

Of 1.11± ACS or 48,261± SF Temporary Construction .19± AC or 8,339± SF

Acquisition:

Easement:

HIGHEST AND BEST USE:

Whole Property-

Hold For Commercial Development

Remainder Property- North Residual Commercial Development, as demand dictates

Remainder Property- South Residual Plottage or Assemblage with Adjacent Lands for Commercial Development

ACQUISITION COMPENSATION:

п	- 4	c_	 -

Deloit			
Land: 7.60± ACS	\$	1,254,000	
Improvements: Dwelling & Site Improvements	\$	49,600	
Total:		\$	1,303,600
After			
Land: 6.41± ACS	\$	1,059,000	
Improvements: Not Applicable	\$ \$	0	
Total		\$	1,059,000
FAIR MARKET VALUE OF ACQUISITION		\$	244,600
Plus: TCE's		\$	6,300
Total Compensation as of: May 16, 2022		\$	250,900
ALLOCATION OF COMPENS	ATION		
Land: 1.11± ACS @ \$165,000/AC (RND)		\$	183,200
Permanent Easement: Not Applicable		\$	0
Temporary Construction Easement: .19± AC @ Rental Value (1	RND)	\$	6,300
Improvements: Building/Dwelling, Site Improvements		\$	49,600
Damages: South Residual		\$	11,800
Cost to Cure Items: Not Applicable		\$	0
Total Compensation:		s	250,900

Sincerely,

Shannon Reed Mueller, CG2302 REED & ASSOCIATES, INC.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR J.B. HUNT PARK TRAIL

WHEREAS, sealed bids were received on November 17th at 2:00 p.m. for the construction of J.B. Hunt Park Trail, and

WHEREAS, ten bids were received with NEC Contractors, Inc. being the low bidder for the project at \$174,987.50

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 NEC Contractors, Inc. for construction of the J.B. Hunt Park Trail for \$174,987.50 to be paid for out of the Public Works Trails Fund.

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

PASSED AND APPROVED this ____ day of December, 2025.

ATTEST:	Doug Sprouse, Mayor
Sabra Jeffus, City Clerk	
APPROVED AS TO FORM:	
Ernest Cate, City Attorney	_

J.B. Hunt Park Trail (#9939906) Owner: Springdale AR, City of Solicitor: Springdale AR, City of 11/17/2025 02:00 PM CST

						NEC- Rogers AR		Sandridge Co	onstruction	Sweetser Co	nstruction, Inc.	Steep Creek LI	LC
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							\$174,987.50		\$220,538.50		\$226,285.00		\$231,083.33
	1	0001	Excavation and Demolition	Cu Yd	400	\$30.00	\$12,000.00	\$45.00	\$18,000.00	\$10.00	\$4,000.00	\$37.00	\$14,800.00
	2	0002	Grading	Sq Yd	2000	\$4.00	\$8,000.00	\$15.00	\$30,000.00	\$10.00	\$20,000.00	\$1.95	\$3,900.00
	3	0003	4" Class 7 Aggregate Base	Sq Yd	1685	\$16.00	\$26,960.00	\$20.00	\$33,700.00	\$10.00	\$16,850.00	\$9.20	\$15,502.00
	4	0004	4" Depth Concrete Trail - 12' Wide	Ln Ft	1200	\$81.50	\$97,800.00	\$92.00	\$110,400.00	\$132.00	\$158,400.00	\$118.87	\$142,644.00
	5	0005	4" Depth Concrete Sidewalk - 5' Wide	Ln Ft	150	\$44.00	\$6,600.00	\$50.00	\$7,500.00	\$55.00	\$8,250.00	\$49.87	\$7,480.50
	6	0006	Handicap Ramps	Ea	3	\$476.50	\$1,429.50	\$750.00	\$2,250.00	\$2,000.00	\$6,000.00	\$2,020.00	\$6,060.00
	7	0007	Sodding	Sq Yd	267	\$11.50	\$3,070.50	\$9.00	\$2,403.00	\$10.00	\$2,670.00	\$9.36	\$2,499.12
	8	0008	Concrete for Disc Golf Tee Box	Sq Yd	9	\$225.50	\$2,029.50	\$72.00	\$648.00	\$100.00	\$900.00	\$78.89	\$710.01
	9	0009	Relocation of Existing Sign	Ea	1	\$476.50	\$476.50	\$120.00	\$120.00	\$700.00	\$700.00	\$150.00	\$150.00
	10	0010	Modified Curb	Ln Ft	28	\$69.00	\$1,932.00	\$30.00	\$840.00	\$50.00	\$1,400.00	\$43.75	\$1,225.00
	11	0011	Root Pruning	Ln Ft	315	\$9.50	\$2,992.50	\$8.50	\$2,677.50	\$1.00	\$315.00	\$16.58	\$5,222.70
	12	0012	Undercut and Backfill	Cu Yd	50	\$80.00	\$4,000.00	\$80.00	\$4,000.00	\$50.00	\$2,500.00	\$97.80	\$4,890.00
	13	0011	Mobilization	LS	1	\$7,697.00	\$7,697.00	\$8,000.00	\$8,000.00	\$4,300.00	\$4,300.00	\$26,000.00	\$26,000.00
Base Bid Total	:						\$174,987.50		\$220,538.50		\$226,285.00		\$231,083.33

J.B. Hunt Park Trail (#9939906) Owner: Springdale AR, City of Solicitor: Springdale AR, City of 11/17/2025 02:00 PM CST

						APAC-Central		Verzani Construction LLC		Steve Beam Construction		Diamond C Construction Co.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							\$234,914.20		\$248,112.00		\$248,595.30		\$267,010.50
	1	0001	Excavation and Demolition	Cu Yd	400	\$55.00	\$22,000.00	\$35.00	\$14,000.00	\$73.00	\$29,200.00	\$44.00	\$17,600.00
	2	0002	Grading	Sq Yd	2000	\$9.30	\$18,600.00	\$2.00	\$4,000.00	\$20.00	\$40,000.00	\$32.59	\$65,180.00
	3	0003	4" Class 7 Aggregate Base	Sq Yd	1685	\$15.40	\$25,949.00	\$4.00	\$6,740.00	\$14.30	\$24,095.50	\$10.00	\$16,850.00
	4	0004	4" Depth Concrete Trail - 12' Wide	Ln Ft	1200	\$77.00	\$92,400.00	\$144.00	\$172,800.00	\$98.30	\$117,960.00	\$105.32	\$126,384.00
	5	0005	4" Depth Concrete Sidewalk - 5' Wide	Ln Ft	150	\$62.00	\$9,300.00	\$60.00	\$9,000.00	\$41.00	\$6,150.00	\$62.17	\$9,325.50
	6	0006	Handicap Ramps	Ea	3	\$3,720.00	\$11,160.00	\$1,500.00	\$4,500.00	\$1,045.00	\$3,135.00	\$2,500.00	\$7,500.00
	7	0007	Sodding	Sq Yd	267	\$23.60	\$6,301.20	\$10.00	\$2,670.00	\$12.60	\$3,364.20	\$9.00	\$2,403.00
	8	0008	Concrete for Disc Golf Tee Box	Sq Yd	9	\$460.00	\$4,140.00	\$300.00	\$2,700.00	\$238.00	\$2,142.00	\$161.00	\$1,449.00
	9	0009	Relocation of Existing Sign	Ea	1	\$900.00	\$900.00	\$500.00	\$500.00	\$400.00	\$400.00	\$575.00	\$575.00
	10	0010	Modified Curb	Ln Ft	28	\$228.00	\$6,384.00	\$40.00	\$1,120.00	\$58.70	\$1,643.60	\$50.00	\$1,400.00
	11	0011	Root Pruning	Ln Ft	315	\$12.00	\$3,780.00	\$4.00	\$1,260.00	\$27.00	\$8,505.00	\$12.60	\$3,969.00
	12	0012	Undercut and Backfill	Cu Yd	50	\$120.00	\$6,000.00	\$25.00	\$1,250.00	\$90.00	\$4,500.00	\$57.50	\$2,875.00
	13	0011	Mobilization	LS	1	\$28,000.00	\$28,000.00	\$27,572.00	\$27,572.00	\$7,500.00	\$7,500.00	\$11,500.00	\$11,500.00
Base Bid Total	:						\$234,914.20		\$248,112.00		\$248,595.30		\$267,010.50

J.B. Hunt Park Trail (#9939906) Owner: Springdale AR, City of Solicitor: Springdale AR, City of 11/17/2025 02:00 PM CST

						Crossland Hea	vy Contractors - Columbus	Cyrus Service LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid							\$342,596.00		\$349,685.10
	1	0001	Excavation and Demolition	Cu Yd	400	\$86.50	\$34,600.00	\$159.50	\$63,800.00
	2	0002	Grading	Sq Yd	2000	\$6.00	\$12,000.00	\$15.75	\$31,500.00
	3	0003	4" Class 7 Aggregate Base	Sq Yd	1685	\$45.00	\$75,825.00	\$20.06	\$33,801.10
	4	0004	4" Depth Concrete Trail - 12' Wide	Ln Ft	1200	\$108.00	\$129,600.00	\$96.69	\$116,028.00
	5	0005	4" Depth Concrete Sidewalk - 5' Wide	Ln Ft	150	\$75.00	\$11,250.00	\$61.23	\$9,184.50
	6	0006	Handicap Ramps	Ea	3	\$3,100.00	\$9,300.00	\$1,375.00	\$4,125.00
	7	0007	Sodding	Sq Yd	267	\$20.00	\$5,340.00	\$18.70	\$4,992.90
	8	0008	Concrete for Disc Golf Tee Box	Sq Yd	9	\$200.00	\$1,800.00	\$440.00	\$3,960.00
	9	0009	Relocation of Existing Sign	Ea	1	\$2,000.00	\$2,000.00	\$528.00	\$528.00
	10	0010	Modified Curb	Ln Ft	28	\$82.00	\$2,296.00	\$159.50	\$4,466.00
	11	0011	Root Pruning	Ln Ft	315	\$29.00	\$9,135.00	\$41.25	\$12,993.75
	12	0012	Undercut and Backfill	Cu Yd	50	\$77.00	\$3,850.00	\$419.72	\$20,986.00
	13	0011	Mobilization	LS	1	\$45,600.00	\$45,600.00	\$43,319.85	\$43,319.85
Base Bid Total:							\$342,596.00		\$349,685.10

RESOL.	UTTO	N NO	_

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM LUIS ALONSO VILLEGAS AND CLARA ROSA VILLEGAS FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6 (Tract 48), said lands being owned by Luis Alonso Villegas and Clara Rosa Villegas, also known as Washington County Tax Parcel No. 815-20942-000, located at 1406 A & B South Powell Street, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, the City's estimate of compensation for the Property, as determined by an appraisal, is \$310,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$342,000.00 to acquire the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$32,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 1022 Crutcher Street for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Luis Alonso Villegas and Clara Rosa Villegas, for the total sum of \$342,000.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 9th day of December, 2025.

ATTEST:	Doug Sprouse, Mayor
Sabra Jeffus, CITY CLERK	
APPROVED AS TO FORM:	
Ernest B. Cate, CITY ATTORNEY	-



APPRAISAL REPORT

ON

DUPLEX PROPERTY LOCATED AT 1406 A & B POWELL STREET; LOT 6; COGER & SAMUELS ADDITION; SPRINGDALE, ARKANSAS; WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC. 3739 N. STEELE BLVD., SUITE 322 FAYETTEVILLE, AR.

File #6891-48

AS OF

OCTOBER 14, 2025

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI

• Katie Hampton

• Shannon Mueller, MAI

• E. P. Scruggs III

• Rob Potts

• Blake Hopper

• Ann Julian

October 28, 2025

Ryan Carr | Deputy Director of Engineering City of Springdale 201 Spring Street, Springdale, AR 72764

RE: Duplex property located at 1406 A & B Powell Street; Lot 6; Coger & Samuels Addition in Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report has been prepared under the Appraisal Report option.

Based upon an analysis of relevant data and contingent upon the Assumptions and Limiting Conditions which follow and appear later in this report, it is my opinion the market value of the leased fee interest in the subject property, as of October 14, 2025, was as follows:

THREE HUNDRED TEN THOUSAND DOLLARS (\$310,000)

The preceding value estimate reflects terms equivalent to cash to the owner and represents that for real property only. No personal property has been included in the valuation. Based on information provided by the property manager, Unit A & B of the subject duplex are rented for \$1,300 per month. The lease is for a one year term. This is believed to represent market rent for the subject unit.

Leases on duplex properties of this nature are generally short-term (one-year or less). The estimated market value of the fee simple estate of subject, as of October 14, 2025, was considered equivalent of that of the leased fee estate.

The following Extraordinary Assumptions are utilized in this report:

- 1. Subject and adjacent properties are in compliance with all applicable EPA regulations;
- 2. Rental information provided by the property manager is correct;
- 3. Electrical, plumbing, and HVAC Systems are in proper working order;

If any or all of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced. A property inspection is recommended.

Additional Assumptions and Limiting Conditions appear later in the report.

The estimated exposure time for the subject property is one year or less.

Sincerely,

Shannon Mueller, MAI, R/W-AC, CG2302

REED & ASSOCIATES, INC.

Sannor Wheller

RESOLUTION	

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP (IRWP), FOR DETENTION POND RETROFITS IN THE GREAT MEADOWS SUBDIVISION

WHEREAS, Great Meadows Subdivision was platted in 2006 in Bethel Heights and contains two traditional dry detention ponds for stormwater runoff mitigation; and

WHEREAS, due to the increase in development providing additional runoff to the storm network, the Engineering Department with the help of Illinois River Watershed Partnership proposes to retrofit the two ponds in order to treat and reduce runoff and maintenance costs; and

WHEREAS, retrofitting traditional dry detention ponds with a modified outlet structure and trickle channel, soil amendments and additional vegetation is shown to reduce regular maintenance due to less frequent mowing requirements, while reducing stormwater runoff by promoting infiltration and evaporation; and

WHEREAS, IRWP operates a Green Infrastructure Program and received funds through the Sewer Overflow and Stormwater Reuse Municipal Grant, and will provide project management funding up to \$80,000 per detention pond, one year of maintenance, and develop a long-term maintenance plan; and

WHEREAS, all retrofit practices will be reviewed jointly by the Engineering Department and IRWP to assess different methods in improving water quality while reducing the long-term maintenance costs, while providing an educational component for the subdivision residents and the City; and

WHEREAS, the landowner agreement has been submitted for approval with a total monetary contribution of \$0.00 from the City of Springdale with potential for in-kind work, as shown in the attached documents; and

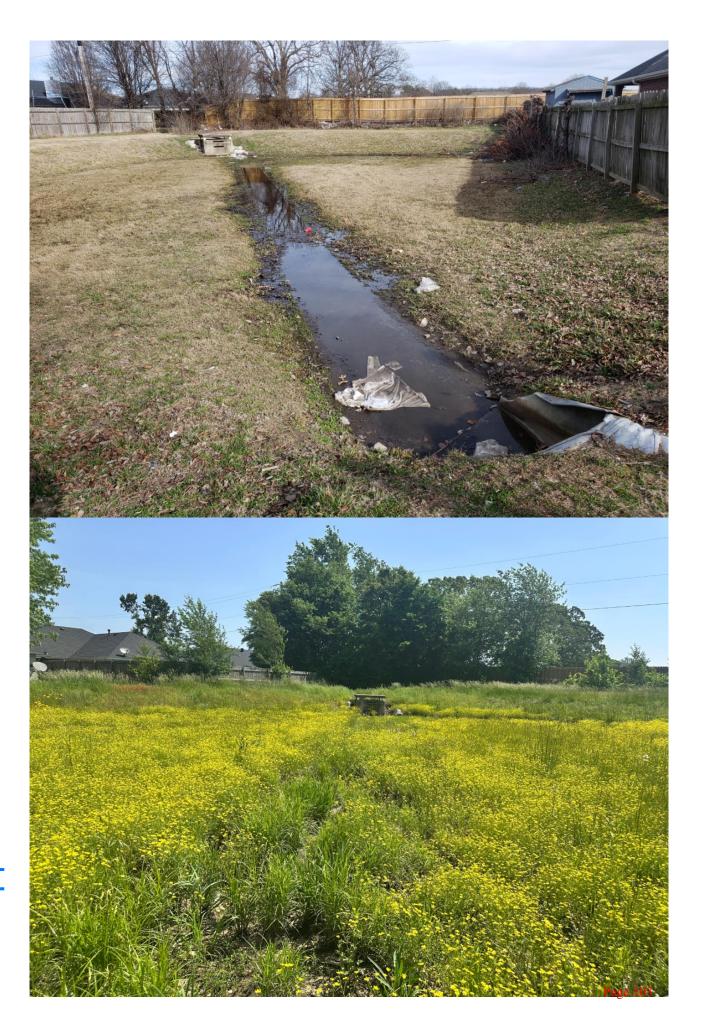
NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE CITY COUNCIL, that

Section 1. Potential in-kind work will be completed by Public Works as needed to guarantee success of the project.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership.

PASSED AND APPROVED ON THE __ DAY OF NOVEMBER 2025.

ATTEST:	Doug Sprouse, Mayor
Sabra Jeffus, City Clerk	
APPROVED AS TO FORM:	
Ernest B. Cate, City Attorney	



GREEN INFRASTRUCTURE PROGRAM

LANDOWNER AGREEMENT



PROJECT DESCRIPTION

The goal of this project is to improve water quality in Benton County and the Illinois River through implementation of stormwater infrastructure retrofits within the City of Springdale, at the following detention ponds in the Great Meadows Subdivision:

- 1. John Davis Ln 36°12'50.0"N 94°07'10.2"W
- 2. Morgan Haley Ln 36°12'50.0"N 94°07'02.3"W

The project design is presented in Exhibit A (the "Project").

CONTRACTING PARTIES

This agreement is made by and between:

ILLINOIS RIVER WATERSHED PARTNERSHIP, whose address is 221 S Main Street, Cave Springs, AR 72718, hereafter referred to as IRWP, and

LANDOWNER is the CITY OF SPRINGDALE, whose address is 201 Spring Street Springdale, AR 72764, hereafter referred to as LANDOWNER.

This Agreement is effective when signed by both contracting parties, and ends on the date as described in Exhibit B.

All work will be performed on parcels belonging located at the address above and further described in Exhibit A.

LANDOWNER

LANDOWNER grants IRWP and its contractors authority to complete the Project described in Exhibit A. Any donation of supplies, equipment, or direct payment from IRWP to LANDOWNER for carrying out the projects or practices is included in Exhibit C. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the LANDOWNER, IRWP, or other parties, as a result of any mandated requirements.

LANDOWNER represents and warrants that it is the owner of the land described in Exhibit A, located at the specified address in this agreement, and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

LANDOWNER agrees to allow access (with advance notice) to and to cooperate with IRWP and other contractors or cooperating partners to implement the Project described in Exhibit A, and to monitor Project success.

LANDOWNER retains all rights to control access and retains all responsibility for taxes, assessments, and damage claims.

LANDOWNER agrees to maintain the Project area for the total lifespan of the Project (fifteen years) following construction completion described in Exhibit B. LANDOWNER will follow the minimum maintenance guidelines included in Exhibit D. If the use of the property changes as determined by the LANDOWNER during the lifespan of the Project, then the LANDOWNER with reimburse IRWP minus any previous contributions on a sliding scale (0-5 years full reimbursement. 5-10 years half. 10-15 years none.)

LANDOWNER will NOT be responsible for replacing green infrastructure practices that are damaged or destroyed due to extraordinary acts of nature.

LANDOWNER agrees to provide match of total cost of the Project via either in-kind donation or financial contribution as described in Exhibit C. Any additional grants, materials, labor, equipment, or financial contributions by partner organizations or individuals, will be credited toward LANDOWNER's match so long as it meets requirements set forth in this agreement.

LANDOWNER in-kind labor and equipment contributions GREATER than match described in Exhibit C are considered donations to the Project, not reimbursable expenses. IRWP will not pay LANDOWNER directly for hours worked on their own Project but will credit those hours or equipment contributions toward the LANDOWNER'S match.

IRWP

IRWP will develop a standardized educational sign which will include information on this Project and funding partners that is to be permanently affixed in a visible location adjacent to the Project.

IRWP will work with LANDOWNER, contractors, and Cooperating Partners throughout the entire Agreement term to support actions needed to ensure that the Project is designed and constructed per the Agreement.

IRWP, its agents, or assignees will provide advanced notice prior to accessing LANDOWNER'S property to implement the Project described in the work plan, and to monitor Project success.

IRWP assumes no liability for damage or injury associated with or caused by the Project. IRWP does not assume jurisdiction over or responsibility for the premises by this Agreement.

IRWP agrees to provide Project management as well as the Project costs described in Exhibit C.

FURTHER ASSURANCES

Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, instruments, and documents, as the other party may reasonably request in order to carry out the intent of this agreement.

INDEMNIFICATION

To the extent permitted by law, each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement.

MODIFICATION AND TERMINATION OF AGREEMENT

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if LANDOWNER terminates the Agreement before its expiration, or if LANDOWNER should materially default on these commitments, then LANDOWNER agrees to reimburse IRWP prior to final termination for the prorated costs of all green infrastructure activities placed on the land through this Agreement.

<u>Signatures:</u>	
City of Springdale By: Its:	Date
	D
IRWP By: Leif Kindberg	Date
by Len Kindberg	

By: Leif Kindberg Its: Executive Director

EXHIBIT A: PROJECT OVERVIEW

All retrofit practices will be jointly reviewed and approved by the City of Springdale and IRWP prior to implementation. Detention pond retrofits may include but are not limited to the following:

1. Forebay Installation

Forebays dissipate the energy of incoming runoff and support settling of coarse sediments.

- a. Construct at all primary inflow points.
- b. Size to 10% of the pond's water quality volume or greater.
- c. Use rock check dams and vegetated buffers to slow flow and capture sediment.

2. Micropools

These zones create vegetated depressions to temporarily hold stormwater runoff in soils and plants before being gradually released or infiltrated into the ground.

- a. Infiltration Criteria:
 - i. If native soil infiltration is > 0.5 in/hr \rightarrow infiltration zones may use native soil.
 - ii. If infiltration is < 0.5 in/hr, install engineered bioretention media (sand/compost mix) to a depth of 18–36".
- b. Bioretention soil mix should follow MPCA (2005) or equivalent guidance (approx. 60–80% sand, 15–30% compost, and 0–2% clay).
- c. Avoid compaction during construction; decompact subsoil to 18" where possible.

3. Native Vegetation

Native plants are more adapted to growing conditions but can take active management in years 1-3 to get established and outcompete non-natives.

- a. Use native Arkansas plants adapted to intermittent inundation.
- b. Include sedges (e.g., Carex spp.), grasses (e.g., Panicum virgatum), and forbs (e.g., Monarda fistulosa, Asclepias incarnata).
- c. Plant in zones: inundation-tolerant species at bottom (in wet pool), upland natives above aquatic bench.

4. Trickle Channel Removal

Trickle channels convey stormwater from the inlet to the outlet structure. Removing them improves infiltration and nutrient and sediment capture in the pond.

- a. Remove existing concrete or rock-lined trickle channels.
- b. Replace with vegetated sinuous low-flow pathways to slow water and promote infiltration.
- c. Use amended soils (where required) and native vegetation to increase roughness and reduce erosion.
- d. Where trickle channels are necessary for maintenance or access, consider permeable pavers or sedged paths with reinforced geogrid.

5. Outlet Structure Modifications

Outlet structures are historically designed to manage water quality volume including 5-year, 10-year, and 100-year return interval storm events. Managing for <2-year return interval storm events is important in dense urban areas due to the aggregate effects of stormwater on downstream channel stability and water quality benefits.

- a. Model existing pond hydrology
- b. Modify to increase residence time and promote slower drawdown.
 - i. Recommended residence time for water quality should be between 24-48 hours
- c. Add adjustable plates or multi-stage outlets for flexible control.
- d. Prevent scour with rock armoring or live staking below outlets.

EXHIBIT B: SCHEDULE OF WORK

Estimated Date	Activity	Responsible Party
Ongoing	Water quality monitoring	IRWP
November 17, 2025	Issue RFP for design work	IRWP
December 15, 2025	Select firm for design work	IRWP
January 2, 2026	Review of plan set	IRWP and LANDOWNER
February 2, 2026	Construction in pond	IRWP and LANDOWNER
March 16, 2026	Planting in pond	IRWP
January 2 - December 31, 2026	1st year maintenance	IRWP
January 2, 2027 - ongoing	Ongoing maintenance	LANDOWNER

EXHIBIT C: PROJECT COSTS AND BUDGET

The IRWP will provide funding of up to \$80,000 per detention pond retrofit. IRWP will be responsible for tracking all project-related costs and will include a detailed summary of total expenditures in the final project report.

The City of Springdale may provide in-kind contributions to the project which may include:

- Pond modeling and outfall modifications
- Trickle channel removal
- Watering of newly established planting

EXHIBIT D: MINIMUM MAINTENANCE GUIDELINES

The landowner is responsible for preventative and corrective maintenance of the installed practices for five years following construction completion. Below are minimum maintenance guidelines for the practices included in Exhibit A.

DETENTION BASIN

WATERING

For the first year, the basin will require regular watering during dry periods. One inch of water once a week is recommended. For subsequent years, the basin should be watered as needed and only in droughts.

VEGETATION & PLANTINGS

Vegetation should regularly be inspected during establishment by maintenance staff. Some plant loss is normal, notify IRWP staff of any significant plant loss. Remove or replace any dead plants in the basin as needed.

WEEDING

Remove undesirable plants from the garden by hand. Cut the "weed" from its base to disturb the soil as little as possible. Concentrate your efforts on the weeds exceeding the heights of desirable plants. As the garden matures, the desirable plants will spread and shade out the undesirable plants.

PRUNING

The basin should receive an annual cutback between 6-9 inches. The cut material should be raked and removed from the basin. This cutback should occur in late winter as plants begin to break dormancy; February – March recommended.

MULCHING

Mulch is used to prevent weeds, erosion, and maintain moisture in the basin. A 1-inch layer of mulch should be maintained during the first year following project completion. Mulching beyond the first year is discouraged as desirable plants will begin to shade the soil.

INLETS & OUTLETS

The detention basin's inlets and outlets should be regularly inspected for debris that may prevent the passage of water. Inlets should be inspected during rain events to ensure that water is flowing through the basin. Structural components should be inspected annually.

DRAINAGE

The basin should be inspected bi-annually to ensure that the soil media remains permeable. Detention basins should be free of standing water within 48 hours following a rain event. If ponded water is present in the basin after 48 hours, corrective action may be required.

RESOLUTION NO.

A RESOLUTION AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE NEIGHBORHOOD SERVICES DEPARTMENT

WHEREAS, the City of Springdale Neighborhood Services Department recently experienced some damage to one of their city-owned vehicles due to an accident that occurred, and

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

WHEREAS, Neighborhood Services has requested that these funds be appropriated to their *Vehicles* account.

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

			Present		Amended
<u>Department</u>	Account No.	<u>Description</u>	Budget	<u>Increase</u>	Budget
Neighborhood Services	101-0111-422.51-11	Vehicles	\$25,418.56	\$5,883.24	\$31,301.80

	Doug Sprouse, Mayor	
ATTEST:		
Sabra Jeffus, City Clerk		
APPROVED AS TO FORM:		
Ernest B. Cate, City Attorney		

RESOLUTION NO.

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

WHEREAS, the Springdale Police Department has received funds that have not been appropriated from insurance settlements for the Allen Building Roof, and

WHEREAS, the insurance claims are from the last hail storm, which resulted in severe damage to the roof, and

WHEREAS, the request is to appropriate the insurance settlement funds to the Police Department's Building & Grounds account.

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

Section 1. The 2025 Budget of the City of Springdale Police Department is hereby amended as follows:

Present

Amended **Department** Account No. **Description Budget Budget** <u>Increase</u> Police Dept. 101-0501-421.51-01 Buildings & Grounds \$42,500.00 \$ 561,740.00 \$ 604,240.00 **PASSED AND APPROVED** this 9th day of December, 2025. Doug Sprouse, Mayor ATTEST: Sabra Jeffus, City Clerk APPROVED AS TO FORM: Ernest B. Cate, City Attorney

RESOI	UTION NO.	
KENUL	(U I I ()	

A RESOLUTION APPROVING THE CITY OF SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR 2026.

WHEREAS, the Mayor of the City of Springdale, Arkansas, has presented a budget for the calendar year 2026 to the City Council for the City of Springdale, Arkansas, as required by Ark. Code Ann. §14-58-201;

WHEERAS, the Mayor's proposed budget includes salary increases for City employees; and,

WHEREAS, the Finance Committee of the Springdale City Council held budget work sessions to review, study, discuss, and adjust the 2026 budget proposed by the Mayor and has requested this resolution be placed on the City Council agenda;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2026 Mayor's budget, the salary increases included therein, the changes in authorized positions included therein, and any changes made by the Finance Committee, are hereby passed and approved with the compensation increases to be effective January 1, 2026.

	Doug Sprouse, MAYOR
ATTEST:	
Sabra Jeffus, CITY CLERK	<u> </u>
APPROVED:	
Ernest B. Cate, CITY ATTORNEY	<u> </u>

ORD	INANCE NO.	
UNI	HINAINGE ING.	

AN ORDINANCE SETTING THE SALARIES OF THE ELECTED OFFICIALS AND PLANNING COMMISSION MEMBERS OF THE CITY OF SPRINGDALE, ARKANSAS; AND REPEALING ORDINANCE NO. 6034.

WHEREAS, the Arkansas Municipal League legal staff has recommended that salaries of elected officials be established by Ordinance; and

WHEREAS, the proposed 2026 budget of the City of Springdale, Arkansas, includes increases in compensation for elected officials.

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

Section 1: Effective January 1, 2026, the annual compensation for Springdale elected officials and Planning Commission members shall be as shown below:

City Council Members	\$ 14,307.00
Planning Commission Members	\$ 5,722.78
Mayor	\$ 175,902.00
City Clerk/Treasurer	\$ 123,231.00
City Attorney	\$ 161,150.00

<u>Section 2:</u> Ordinance Number 6034 setting salaries for elected officials is hereby repealed effective January 1, 2026.

<u>Section 3:</u> <u>Emergency Clause</u>. 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 effective January 1, 2026.

ATTEST:	Doug Sprouse, Mayor	
Sabra Jeffus, CITY CLERK		
APPROVED AS TO FORM:		
Ernest B. Cate, CITY ATTORNEY		

RESOLUTION NO.	
----------------	--

A RESOLUTION AMENDING RESOLUTION NO. 160-24, A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHROIZATION TO ENTER INTO AN AGREEMENT FOR IMPROVEMENTS TO THE ALLEN BUILDING

WHEREAS, the Allen Building is in need of repairs, and

WHEREAS, significant damage has compromised the roof of the building, resulting in an insurance claim in the amount of \$561,740.00 to replace the roof, and

WHEREAS, the exterior of the Allen Building needs exterior painting and updating, and

WHEREAS, Milestone Construction Company, LLC has proposed a contract in the amount of \$647,435.00 for the roof replacement and painting,

WHEREAS, Milestone Construction Company, LLC was the chosen contractor for upgrades to the Allen Building during the construction of the municipal complex,

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

- 1. The Mayor and City Clerk are authorized to enter into an agreement in an amount not to exceed \$647,435.00 with Milestone Construction Company, LLC for improvements to the Allen Building.
- 2. Insurance proceeds in the amount of \$561,740 should be paid directly from the insurance company to Milestone Construction Company, LLC.
- 3. An amount not to exceed \$85,695.00 shall be paid from the unrestricted general fund.
- 4. The Mayor is authorized to execute change orders in an amount not to exceed \$20,000.00, to be paid from the 2025 budget.
- 5. This Resolution is to replace Resolution No. 160-24 in its entirety.

ATTEST:	Doug Sprouse, Mayor

Sabra Jeffus, City Clerk
APPROVED AS TO FORM:
Ernest B. Cate, City Attorney

RESOLUTION NO.

A RESOLUTION ENTERING INTO A GUARANTEED MAXIMUM PRICE CONTRACT FOR RENOVATIONS TO SHILOH MUSEUM OF OZARK HISTORY

WHEREAS, Shiloh Museum of Ozark History serves more than 45,000 visitors annually, for many different purposes, and

WHEREAS, the museum building was constructed in 1991, and most of the building has had no updates or renovations since then, and

WHEREAS, the museum and the grounds are a part of the Downtown Master Plan, and renovations are necessary to keep up to date with the plan and the needs of a growing city, and

WHEREAS, in November 2025, CDI Contractors was selected as Construction Managers for the project, and

WHEREAS, after the initial work that was completed by the Construction Manager, the request is to enter into a Guaranteed Maximum Price Contract with CDI Contractors for the remodel of the main museum building, with a contract amount not to exceed \$781,246.00, to be paid out of the Unrestricted General Fund, and

WHEREAS, the proposed renovations will address a number of safety, ADA, and aesthetic issues.

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

<u>Section 1</u>. The Mayor and City Clerk are hereby authorized to enter into a Guaranteed Maximum Price Contract with CDI Contractors for the renovation project at Shiloh Museum of Ozark History, in an amount not to exceed \$781,246.00, to be paid for out of the Unrestricted General Fund.

<u>Section 2.</u> The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

PASSED AND APPROVED this 9th day of December, 2025

	Doug Sprouse, Mayor
ATTEST:	
Sabra Jeffus, City Clerk	
APPROVED AS TO FORM	
Ernest B. Cate, City Attorney	

Guaranteed Maximum Price Amendment

This Amendment dated the 25 day of November in the year 2025, is incorporated into the accompanying AIA Document A133TM–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 31 day of October in the year 2025 (the "Agreement") (In words, indicate day, month, and year.)

for the following **PROJECT:** (Name and address or location)

Shiloh Museum Renovation 118 W Johnson Avenue Springdale, AR 72764

THE OWNER:

(Name, legal status, and address)

City of Springdale 201 Spring Street Springdale, AR 72764

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

CDI Contractors, LLC 4285 N Shiloh Dr, Suite 302 Fayetteville, AR 72703

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed seven hundred eighty-one thousand two hundred fourty-six and

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. zero cents (\$781,246.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit B – GMP Proposal dated 11/25/2025

- § A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate 1: Restroom Sketch	\$33,674.00
Alternate 2: Trail Regrading	\$32,812.00
Alternate 3: Exterior Refresh	\$49.922.00
Alternate 4: Moving by CDI	\$16,360.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

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

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

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [] The date of execution of this Amendment.
- [X] Established as follows:

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

The later of the two dates; the date of receipt of the City issued permit or the date established by the Owner within the letter of notice to proceed.

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Manager shall achieve		the entire Wo	rk:	Documents, the Construction				
[X] Not later the of the Work.	nan one hundred forty-four	(144) calendar days f	rom the date of commencement				
[] By the follow	wing date:							
Work are to be comple		mpletion of the	e entire Work, the	Documents, if portions of the Construction Manager shall				
Portion of V	/ork	Substantial Co	ompletion Date					
§ A.2.3.3 If the Construction liquidated damages, if	action Manager fails to ach any, shall be assessed as se	ieve Substanti et forth in Sect	al Completion as join 6.1.6 of the A	provided in this Section A.2.3, greement.				
				ndment are based on the Contract				
§ A.3.1.1 The following	g Supplementary and other C	Conditions of th	e Contract:					
Document	Title	Date		Pages				
§ A.3.1.2 The followin (Either list the Specific	g Specifications: cations here, or refer to an	exhibit attache	ed to this Amendm	ent.)				
Exhibit B – GMP Prop	osal dated 11/25/2025							
Section	Title	Date		Pages				
§ A.3.1.3 The followin (Either list the Drawin	g Drawings: gs here, or refer to an exhi	bit attached to	this Amendment.)				
Exhibit B-GMP Propo	sal dated 11/25/2025							
Number		Title	Date					
§ A.3.1.4 The Sustainability Plan, if any: (If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)								
Title		Date		Pages				
Other identifying infor	mation:							

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:17:56 CST on 11/24/2025 under Subscription No.20250110177 which expires on 03/12/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.) **Item Price** § A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.) Exhibit B - GMP Proposal dated 11/25/2025 § A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.) Exhibit B - GMP Proposal dated 11/25/2025 **ARTICLE A.4** CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AN **D SUPPLIERS** § A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below: (List name, discipline, address, and other information.) N/A. This Amendment to the Agreement entered into as of the day and year first written above. **OWNER** (Signature) **CONSTRUCTION MANAGER** (Signature) BY: Mayor Doug Sprouse BY: Matt Bodishbaugh - COO (Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:17:56 CST on 11/24/2025.

Changes to original AIA text

PAGE 2

<u>ltem</u>	<u>Price</u>
Alternate 1: Restroom Sketch	\$33,674.00
Alternate 2: Trail Regrading	\$32,812.00
Alternate 3: Exterior Refresh	\$49.922.00
Alternate 4: Moving by CDI	\$16,360.00

Variable Information

PAGE 1

This Amendment dated the 25 day of November in the year 2025 , is incorporated into the accompanying AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price day of October in the year <u>2025</u> (the "Agreement") dated the 31

Shiloh Museum Renovation

118 W Johnson Avenue Springdale, AR 72764

City of Springdale

201 Spring Street Springdale, AR 72764

CDI Contractors, LLC

4285 N Shiloh Dr, Suite 302 Fayetteville, AR 72703

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed seven hundred eighty-one thousand two hundred fourty-six and zero cents (\$ 781,246.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Additions and Deletions Report for AIA Document A133 - 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:17:56 CST on 11/24/2025 under Subscription No.20250110177 which expires on 03/12/2026, is not for resale, is licensed for onetime use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

PAGE 2

See Exhibit B – GMP Proposal dated 11/25/2025

[<u>X</u> Established as follows:

> The later of the two dates; the date of receipt of the City issued permit or the date established by the Owner within the letter of notice to proceed.

PAGE 3

(144 [<u>X</u> Not later than one hundred forty-four) calendar days from the date of commencement of the Work.

Exhibit B – GMP Proposal dated 11/25/2025

Exhibit B-GMP Proposal dated 11/25/2025

PAGE 4

Exhibit B - GMP Proposal dated 11/25/2025

Exhibit B - GMP Proposal dated 11/25/2025

N/A.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AlA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:17:56 CST on 11/24/2025 under Subscription No.20250110177 which expires on 03/12/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. User Notes:

Page 123 (6914e4cd0704818a2264c942)

2

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, John Deramus, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:17:56 CST on 11/24/2025 under Order No. 20250110177 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133TM - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)		 	
(Dated)			



Shiloh Museum of Ozark History

Proposed by Sara Hedge





CDI CONTRACTORS, LLC • 4285 N. SHILOH DRIVE, SUITE 302 • FAYETTEVILLE, ARKANSAS 72703 • 479-695-1020

email:aalbright@springdalear.gov

November 24, 2025

Angie Albright
Director
Shiloh Museum of Ozark History
118 W Johnson Ave
Springdale, AR 72764

Re: Construction Proposal

Dear Angie,

CDI is please to submit the following proposal for your project located at 118 W Johnson Avenue in Springdale. We have worked with the contract design documents to compile all construction aspects for this project totaling \$619,315.00 plus the additional scope items you've requested. In this proposal you will find a project overview, list of clarifications and list of the project documents, a schedule, the schedule of values, and list of requested alternates with their associated cost.

In the list of clarifications and inclusions we define any assumptions and interpretations that were made about the project. We ask that you review this list in detail and ensure that these assumptions and interpretations are accurate. Please let us know if there are any questions. We appreciate the opportunity to work with you on your project.

Sincerely,

Sara Hedge CDI Contractors

TABLE OF CONTENTS







Table of Contents

PROJECT OVERVIEW	3
CLARIFICATION & INCLUSIONS	4
EXHIBIT A: DRAWING LIST	5
EXHIBIT B: SCHEDULE	6
SCHEDULE OF VALUES	8
EXHIBIT C: DESIGN OPTIONS	9

PROJECT OVERVIEW



This project will include the renovations of the reception area, offices, restrooms, multipurpose room, South, and East entrances. This work is scheduled to take place over the course of 144 calendar days, as seen in Exhibit C. Changes will include replacing the existing flooring throughout, restroom reconfiguration, replacement of acoustical ceiling tile, grid, lighting, select HVAC, new storefront at the East and South Entrance, and a new concrete ADA ramp and handrail at the South entrance.

In addition to the scope of work included in the contract documents, there are four potential add alternates as shown in Exhibit D. They include the redesign of the restrooms to three single-occupancy stalls, regrading the existing trail from the museum to the original Shiloh house, repainting the exterior of the museum and updating the irrigation system, and the option for CDI to provide moving services of office furniture.

CLARIFICATIONS & INCLUSIONS



Inclusions:

- Construction documents as listed in Exhibit A
- Demo and replacement of existing carpet, LVT flooring, and stair treads.
- Demo of existing base to be reapplied in addition to new base.
- Demo and replacement of existing restroom toilet partitions, accessories, lighting, acoustical ceiling tile, and grid per Clements & Associates design. See Option 1 for optional 3-single occupancy layout.
- Demo and replacement of existing reception desk.
- Demo and replacement of acoustical ceiling tiles, grid, and lighting throughout reception, restrooms, and East entry.
- Demo and replacement of existing East and South storefront.
- Demo of steps and sidewalk at South entrance to be replaced with ramp and handrail per Clements & Associates design.
- Demo and replacement of existing drinking fountain.
- Dumpster and haul off.
- Final cleaning of the space prior to move-in.
- Full-time supervision by CDI assistant superintendent.
- All applicable taxes
- Payment and Performance Bond
- Building permit
- Builder's Risk Insurance
- Concrete testing
- General liability insurance
- Construction contingency of 5%
- \$10,000.00 allowance for relocating the monument sign. Allowance value to be reconciled after plan is created.

Exclusions:

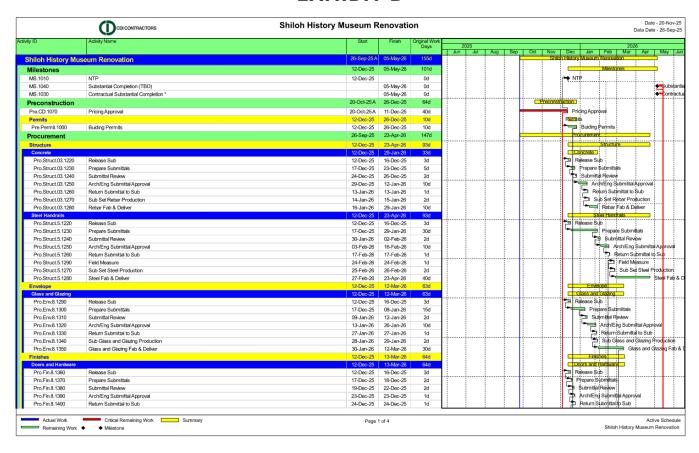
- Work done outside of typical working hours
- Temporary utility costs
- Any work in the exhibit area
- Packing and moving building contents (See add alternate)
- All work related to the proposed exterior gathering area as shown in the contract documents
- Fire Alarm
- Data
- Fire Sprinkler
- Termite treatment (Not required-no interior slab work)
- Any and all design requirements. CDI's contract may be utilized as a pass through for billing and payment between City and City's design professionals, however, CDI assumes no design liability.

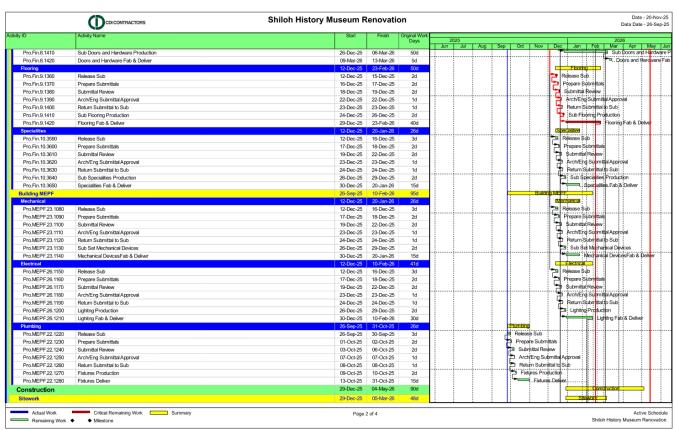
EXHIBIT A

DRAWINGS

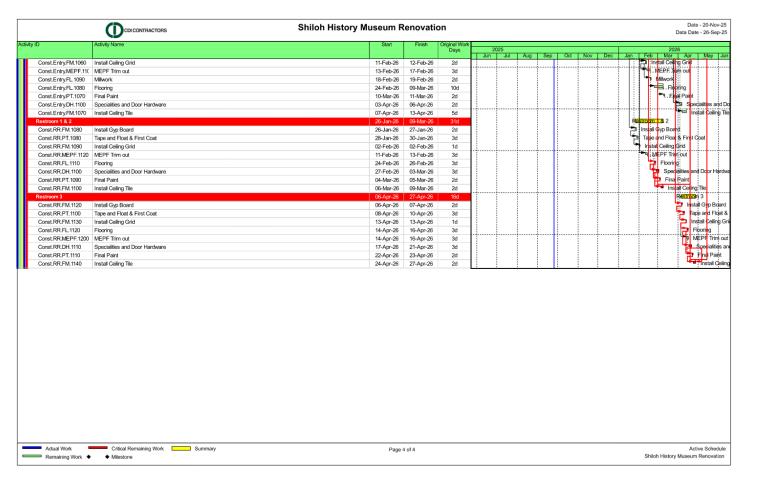
T1	TITLE SHEET, INDEX OF DRAWINGS, AND SUMMARY OF WORK	11/17/22
AS1.0	SITE DEMOLITION PLAN, NEW ENLARGED SITE PLAN, SECTIONS AND DETAILS	11/17/22
AS1.1	ADDITIVE ALTERNATE 1 – PROPOSED SITE PLANS AND DETAILS	11/17/22
AS1.2	ADDITIVE ALTERNATE 1 – PROPOSED PERGOLA PLANS, ELEVATIONS, AND DETAILS	11/17/22
AD1.0	DEMOLITION PLAN, KEYED DEMOLITION NOTES AND GENERAL CONSTRUCTION NOTES :	11/17/22
A1.0	REFERENCE PLAN, SYMBOLS LEGEND, FINISH NOTES, AND FINISH SCHEDULE	11/17/22
A1.1	ENLARGED PLAN, INTERIOR ELEVATIONS, AND MILLWORK SECTIONS	11/17/22
A1.2	ENLARGED PLAN, INTERIOR ELEVATIONS, AND MILLWORK DETAILS	11/17/22
A1.3	ENLARGED RESTROOM PLAN, INTERIOR ELEVATIONS, DETAILS, AND TOILET	11/17/22
	ACCESSORY SCHEDULE	
A2.0	EXISTING REFLECTED CEILING PLAN, NEW REFLECTED CEILING PLANS, SYMBOLS	11/17/22
	LEGEND, AND FURR DOWN DETAILS	
P1	PLUMBING PLANS	11/17/22
E1	ELECTRICAL DEMOLITION PLAN	11/17/22
E2	LIGHTING PLAN	11/17/22

EXHIBIT B





D	Activity Name	Start	Finish	Original Work Days		025								2026		
Demo		29-Dec-25	26-Jan-26	20d	Jun	Jul	Aug	Sep	Oct	Nov		Jan Demo	Feb	Mar	Apr	Ma
Const.D.1040	One Call and Locates, Mobilization	29-Dec-25	12-Jan-26	10d	+	· 	+	÷	· 	· 		One	Call and	Locales, I	Vlobilizat	ion
Const.D.1010	Site Demo	13-Jan-26	26-Jan-26	10d					1	1	1 1	-	Site Demo	0		-
Sitework	0.00 20110	27-Jan-26	05-Mar-26	28d												Т
Const.S.1020	Install Drainage system	27-Jan-26	02-Feb-26	5d								-	fristall D	rainage s	ystem:	
Const.S.1040	Form and Place Concrete Ramp	03-Feb-26	23-Feb-26	15d								Laj		orm and F		oner
Const.S.1030	Install Handrail	24-Feb-26	26-Feb-26	3d	+	·†	+	†	· †	· 	†			nstal Han		+
Const.S.1050	Clean up. Landscaping and Reopen Entrance	27-Feb-26	05-Mar-26	5d										. Clean up		cap
uilding Construction		29-Dec-25	04-May-26	90d							1 6	Bu	idira Car	struction		Т
Const.1040	Punch / Final Clean	28-Apr-26	04-May-26	5d						i					-	Pu
nvelope	Total Control of the	13-Mar-26	02-Apr-26	15d										Hnyelobe		Т
Const.LB.Env.WIN.105	Storefront	13-Mar-26	02-Apr-26	15d	+	†	+	†	†	·†	†				Storefro	int
tough in	,	29-Dec-25	03-Apr-26	69d							6		kouch in			
Entry and Reception Are	15	29-Dec-25	30-Jan-26	24d						1 1	Entry and	Recepto	Areas	T		1
	Demo Existing	29-Dec-25	05-Jan-26	5d								■ Demo		- []		-1
Const.Entry.MEPF.105		06-Jan-26	19-Jan-26	10d					1			- di	ernead M	EPF		1
	Framing	20-Jan-26	22-Jan-26	3d	+	·†	+	†	†	· 	†		ranting			-+-
Const.Entry.MEPF.10		20-Jan-26	20-Jan-26	1d									vernead in	spection		
Const.Entry.MEPF.106		23-Jan-26	29-Jan-26	5d									In wall ME			П
Const.Entry.MEPF.107		30-Jan-26	30-Jan-26	1d							1 1	-		spections		П
Restroom 1 & 2		29-Dec-25	23-Jan-26	19d							Rest	room 8	2	. H		П
Const.RR.D.1100	Demo Existing	29-Dec-25	31-Dec-25	3d	+	†	+	†	†			. Demo E	xistina			+
Const.RR.MEPF.1113	Install new underslab plumbing	02-Jan-26	06-Jan-26	3d							إما	■ Instal		erslab plur	nbng	П
	Under slab inspection	07-Jan-26	07-Jan-26	1d							يا ا	Under	slab insp	ection	1	П
Const.RR.Con.1140	Place back Concrete	08-Jan-26	09-Jan-26	2d								Place				П
	Overhead MEPF	12-Jan-26	14-Jan-26	3d								<u>-</u> • • •	rhead ME	PF		П
Const.RR.FM.1010	Framing	15-Jan-26	19-Jan-26	3d	+	·†	+	†	†	1	††		aming			+
Const.RR.MEPF.1110	•	15-Jan-26	15-Jan-26	1d								F. 5	erhead ins	pection		П
Const.RR.MEPF.1030		20-Jan-26	22-Jan-26	3d									wall MER	PF		П
Const.RR.MEPF.1040	In wall inspections	23-Jan-26	23-Jan-26	1d									wall insp	ections		П
Restroom 3	,	10-Mar-26	03-Apr-26	19d									R		3	П
Const.RR.D.1110	Demo Existing	10-Mar-26	12-Mar-26	3d	· † · · · · · ·			†	1	·!	11		1 :	3 Demo	Existing	ı 🕂
Const.RR.MEPF.1180	Install new underslab plumbing	13-Mar-26	17-Mar-26	3d									-		all new un	
	Under slab inspection	18-Mar-26	18-Mar-26	1d									'	und Und	er slab ir	nspe
Const.RR.Con.1150	Place back Concrete	19-Mar-26	20-Mar-26	2d					1					Plac	ce back	Cor
Const.RR.MEPF.1140	Overhead MEPF	23-Mar-26	25-Mar-26	3d											vernead	
Const.RR.FM.1110	Framing	26-Mar-26	30-Mar-26	3d	1	1	1	†	1	1	11		-1-1-	- F	raming	-†-
Const.RR.MEPF.1170	Overhead inspection	26-Mar-26	26-Mar-26	1d										4.0	verhead	insp
Const.RR.MEPF.1150	In wall MEPF	31-Mar-26	02-Apr-26	3d										"	In walk	ÆΡ
Const.RR.MEPF.1160	In wall inspections	03-Apr-26	03-Apr-26	1d										7	In wall in	nspe
inishes Const.OF.FL.1100	Flooring in Offices	26-Jan-26 10-Mar-26	27-Apr-26 23-Mar-26	66d 10d	+			 	·		 			Flo	oring in	Öfi
Entry and Reception Are	as	02-Feb-26	13-Apr-26	51d								Ende	yaidre	eption Ar	∄as	1
Const.Entry.FM.1050	Install Gyp Board	02-Feb-26	03-Feb-26	2d								11	lestal (∋yp Board	1	1
	Tape and Float & First Coat	04-Feb-26	10-Feb-26	5d	1							-	😑 Таре	and loat		Coa



SCHEDULE OF VALUES



	SCHEDULE OF VALUE	S	
		5,995	SQFT
CODE	DESCRIPTION	TOTAL	\$/SQFT
0210	SITEWORK	\$77,757	\$12.97
0300	CONCRETE	\$57,800	\$9.64
0400	MASONRY/STONE & GRANITE	\$3,500	\$0.58
0550	MISCELLANEOUS METAL	\$12,451	\$2.08
0640	MILLWORK	\$25,667	\$4.28
0710	DAMPPROOFING & WATERPROOFING	\$1,500	\$0.25
0800	DOORS, FRAMES & HARDWARE	\$1,887	\$0.31
0880	GLASS, GLAZING, MIRRORS & WINDOWS	\$49,626	\$8.28
0925	DRYWALL & ACOUSTICS	\$13,462	\$2.25
0965	RESILIENT FLOORING & CARPET	\$44,590	\$7.44
0990	PAINTING & WALLCOVERING	\$15,283	\$2.55
1000	MISC SPECIALTIES	\$10,335	\$1.72
1500	MECHANICAL	\$39,536	\$6.59
1600	ELECTRICAL	\$29,574	\$4.93
2500	GENERAL CONDITIONS	\$108,539	\$18.10
2600	EQUIPMENT	\$17,483	\$2.92
2700	INSURANCE, PERMITS & BONDING	\$18,427	\$3.07
2900	ALLOWANCES/TESTING & INSPECTION	\$11,011	\$1.84
3000	PAYMENT FOR DESIGN DOCUMENTS	\$24,446	\$4.08
5002	GENERAL CONTRACTOR'S FEE	\$57,991	\$9.67
5003	CONTINGENCY	\$27,615	\$4.61
	PROJECT TOTAL	\$648,478	\$108.17
	Design Option #1: Restroom Sketch	\$33,674	
	Design Option #2: Trail Regrading	\$32,812	
	Design Option #3: Exterior Refresh	\$49,922	
	Design Option #4: Moving by CDI	\$16,360	
	TOTAL WITH ADD ALTERNATES	\$781,246	

EXHIBIT C

#1: **Restroom Sketch** = \$33,674.00

- Provide 3 single-occupant unisex restrooms that are ADA compliant
- Includes modifications to HVAC, plumbing, electrical, toilet accessories, drywall and framing
- Sketch will be reviewed and stamped by design consultant

#2: **Trail Regrading** = \$32,812.00

- Existing 5'6" wide (1,750sf) surface to be tilled and leveled utilizing sb2 road base
- Furnish and installation of StaLock paving material
- Top dress of StaLack after initial compaction, but before final compaction
- Furnish and installation of irregular Native Flagstone armoring to be filled with stabilized decomposed granite

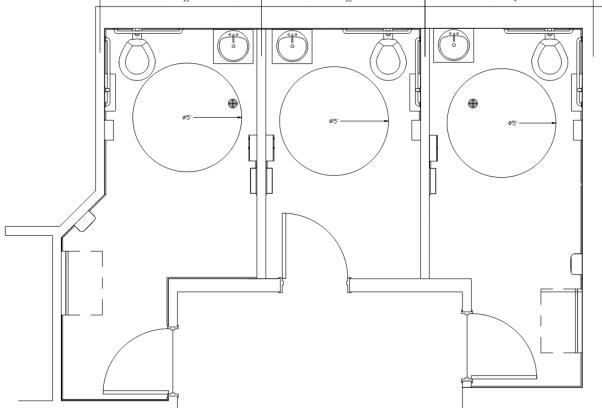
Sketch for #1 Restroom Restoration

#3: Exterior Refresh = \$49,922.00

- Installation of new irrigation system and required power supply
- Painting of the exterior EIFS

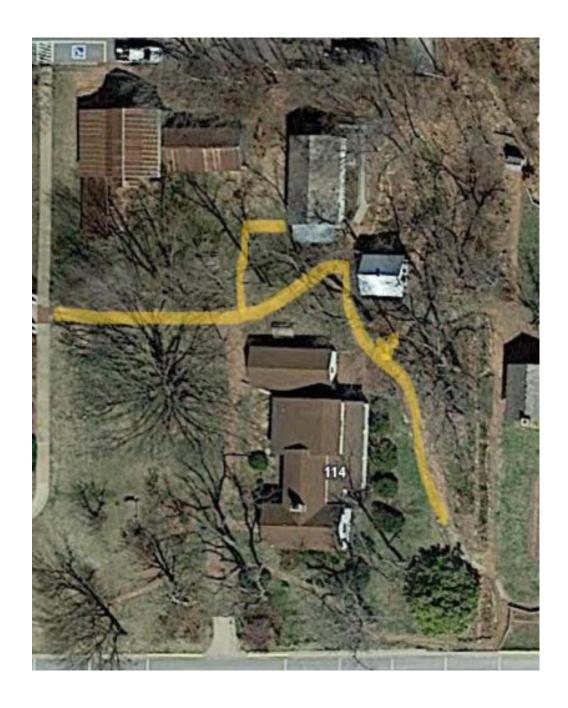
#4: **Moving by CDI** = \$16,360.00

- Packing and moving out of all items to on-site storage
- Move-in of items



Page 134

Existing Trail



RESOLUTION NO.	
----------------	--

A RESOLUTION ENTERING INTO AN AGREEMENT FOR UPGRADES TO THE SPRINGDALE PARKS AND RECREATION FACILITY (PROJECT NO. 23BPP5)

WHEREAS, the City of Springdale entered into the 2023 Bond Program with the approval of its residents, and

WHEREAS, as part of the Parks Bond, facility and equipment upgrades may be purchased to enhance the overall quality and experience of our residents, and

WHEREAS, the request is to upgrade the west entryway of the Springdale Parks and Recreation facility, and

WHEREAS, three (3) quotes were received, and

WHEREAS, upon review, Springdale Parks and Recreation is requesting to enter into an agreement with Criterion for renovations of the west entryway of the Parks and Recreation facility, in an amount not to exceed \$36,743.00, to be paid for out of the 2023 Parks and Recreation Bond Fund.

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 enter into an agreement with Criterion for renovations to the west entryway of the Parks and Recreation facility, in an amount not to exceed \$36,743.00, to be paid from the 2023 Parks and Recreation Bond Fund.

	Doug Sprouse, Mayor
ATTEST:	
Sabra Jeffus, City Clerk	
APPROVED AS TO FORM	
Frnest B. Cate. City Attorney	-



DEPARTMENT FUNDING REQUEST

Department:	Date:
Parks and Rec	Dec 1
Point of Contact:	Amount Requested:
Chad Wolf	\$ 36,743,00
Date to be Presented to Committee	/
Brief Description of Funding Reques	st:
Entry way cover for West En	trance of the Rec Center
Funding Source: (General Fund, Special Fund, etc.)	
2023 Bond	
IS IT BUDGETED?	
YES □	NO 🗹
\$0 - \$42,920.00 No Council Approval Needed	□ \$0 - \$4,999
Request to Waive Bidding? BUY BOARD SOLE SOURCE	☑ \$5,000 - \$42,920.00 Requires 3 Quotes
Signature:	□ \$42,921.00 + Requires Bid
Please attach supplemental	Request to waive bidding?

Chris Gibson
Springdale Parks & Recreation
1906 Cambridge St
Springdale, Arkansas 72762

Estimate# A25096 10/10/2025

Building Renovations

Parking Lot Striping:

After the fence located on the NW corner of the building is removed by the Parks Dept, stripe stall lines in that location.

Crosshatch the area where the (3) dumpsters are located (no parking stencils can be added if needed). \$2,530.00

West Entrance Awning:

Demo, removal and disposal of the existing awning located above the double door entrance. Install a new larger awning approximately 15' wide and extended approximately 15' 6" out from the building.

Construction to consist of 6" square tubing post/columns and 8" C-purlin framework.

Install R-panel roof, soffit, flashing and trim.

Provide and install (2) 8" diameter bollards to protect awning post/columns.

Prep, prime and paint bollards safety yellow.

\$20,769.00

New ADA Ramp:

Saw cut, demo, removal and disposal of existing concrete ramp, landing, curb, and parking lot asphalt for the installation of new ADA concrete landing approximately 15'x 10' 6" with a 2% slope into the parking lot.

Excavate to allow for 6" of concrete.

Provide a #4 rebar grid tied 18" OC.

Pour 4,000psi concrete with light broom finish.

Install control joints where needed.

\$13,144.00

Total \$36,743.00

Aaron Robinson
CSA Division Manager/Senior Estimator
(479)466-9719
Criterion LLC
P.O. Box 2162
Lowell, Arkansas 72745
aaron@criterionllc.net





Lump Sum Proposal / Agreement

Proposal For: Project Information:

Springdale Parks & Recreation Springdale Parks & Recreation

1906 Cambridge Street Springdale, AR 72762

Milestone Construction is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Milestone. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Milestone shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

Wood Framed Canopy

- Electrical make safe to demo canopy
- Demolition and haul off of existing canopy
- Demolition of existing concrete landing and curb at doorway
- Sawcut asphalt for new canopies footing
- Form and pour concrete footings 2 x 2 x 1'thick for new canopy
- Form and pour new 5" concrete ramp and new landing approximately 5' x 14' with feathered edges on side of ramp
- Supply and installation of new 15' W x 17' L wood framed canopy to be centered over the existing canopy location
- New canopy structure consisting of 4 x 4 pressure treated posts wrapped in matching 26- gauge metal, wood beams, and rafters with metal roof panels to match existing building
- Soffit and roof panels to be Precision-Loc metal panels in matching finish
- New canopy to include cutting into the existing wall cladding for new flashing integration and proper sealant termination
- Supply and installation of new lights for top of canopy for uplighting to signage
- Supply and installation of 12 weather rated cans in canopy
- All lighting to be controlled by photo cell.
- · Lighting to come off existing circuits as needed on inside of building
- Minimal striping to be redone in parking lot
- Haul off all debris and final clean up

Lump Sum \$48,026.00



Metal Framed Canopy

- Electrical make safe to demo canopy
- Demolition and haul off of existing canopy
- Demolition of existing concrete landing and curb at doorway
- · Sawcut asphalt for new canopies footing
- Form and pour concrete footings 2 x 2 x 1'thick for new canopy
- Form and pour new 5" concrete ramp and new landing approximately 5' x 14' with feathered edges on side of ramp
- Supply and installation of new 15' W x 17' L wood framed canopy to be centered over the existing canopy location
- New canopy structure consisting of 4 x 4 square steel tube posts Bolt on base plates and C channels or Unistrut style framing for beams and purlins. All framing to be mechanically fastened with self drilling screws and structural bolts
- Soffit and roof panels to be Precision-Loc metal 26 gauge panels in matching finish
- New canopy to include cutting into the existing wall cladding for new flashing integration and proper sealant termination
- Supply and installation of new lights for top of canopy for uplighting to signage
- Supply and installation of 12 weather rated cans in canopy
- All lighting to be controlled by photo cell.
- Lighting to come off existing circuits as needed on inside of building
- Minimal striping to be redone in parking lot
- Haul off all debris and final clean up

Lump Sum \$54,191.00

EXCLUSIONS from the scope of work in this proposal are as follows:

- Excludes any item not specifically called out in the scope.
- Any item discovered during the course of work not specifically addressed, will be subject to additional charges.
- A clean clear work area must be provided for Milestone's craftsmen, Subcontractors, and the use of mobile equipment.

SCHEDULE for the above scope of work ("Work"), is based on Milestones Normal Working Hours and Workdays, and shall not exceed 30 workdays from the project start date. Unless otherwise agreed, Normal Working Hours and Workdays are defined as Monday through Friday, 7 a.m. – 3:30 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 5 workdays shall be required as lead time prior to the project start date. If Milestone is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other



causes beyond the control of Milestone; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Milestone with payments due in full no later than 30 day(s) from the invoice date.

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute the "Work". Milestone shall exercise the degree of care, skill, and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Milestone shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Milestones' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Milestone under this Agreement does not and shall not be construed to approve, represent, or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct, and complete; and Milestone is entitled to rely upon the adequacy, accuracy and completeness of such documents.

Payment: Owner agrees to pay Milestone for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed, and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE-NAMED PROVIDER OF LABOR, SERVICES, OR



MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE-NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance: Milestone shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.

Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Milestone may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: MILESTONE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third-party union-related dispute or activities on or near the Project, not directly involving Milestone or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Milestone's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or



acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Milestone. Neither Milestone's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Milestone to any such terms. Milestone will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Milestone excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after-hour work, shift work, weekend or holiday work. **EEO:** Milestone complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law. Additional Work: Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement. Confidential & Competitive Information: Owner acknowledges that certain information provided to it by Milestone contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Milestone's research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Milestones, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Milestone and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Milestone because of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract. Governing Law: This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:	Accepted by Owner: Signature/Title:	
	Acceptance Date:	
Frin Metcalf	Desired Project Start Date:	

Project Manager
Milestone Construction Services

DATE: 10/10/25

PROPOSAL SUBMITTED TO: Springdale Parks & Recreation

WORK PERFORMED AT: Springdale Recreation Center – Springdale, AR

Scope: All supervision, labor and equipment to complete following scope of work Inclusions:

- Demo existing asphalt & concrete
- Excavation for new 15' x 15' concrete walkway
- Concrete ramps for ADA access
- New 15' x 15' prefabricated metal canopy with downspouts
- Lighting in new canopy
- Parking lot striping as needed
- Disposal of all related trash and haul off of all demoed materials
- Supervision

Price guaranteed for 30 days

Exclusions:

- 1. Permit Fees if required
- 2. Any work not listed in inclusions
- 3. Handrails
- 4. Landscaping
- 5. Doors / Hardware
- 6. Any demo of existing awning / canopy / fencing (by owner)

NOTE:

All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are subject to changes due to accidents or delays beyond our control. We propose hereby to furnish labor & materials-complete in accordance with above specifications, for the sum of: \$70,484.00 with payment to be made as follows:

PROGRESS INVOICES WILL BE ISUED FOR WORK COMPLETED & MATERIALS STORED ON-SITE ON THE 15TH & 30TH OF EVERY MONTH. PAYMENT IS DUE 15 DAYS FROM ISSUANCE OF INVOICE. FINAL PAYMENT DUE UPON COMPLETION

(NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 12% INTEREST

WILL BE ADDED)

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions, please feel free to give me a call.

Weston Bartholomew Project Manager Pick-It Construction, Inc.

Email: weston@pickitconstruction.com

Phone: 479-225-2533

NOTE: This proposal may be withdrawn if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of \$70,484.00. Payment will be made as outlined above.

I,	, wish to a	accept this proposal as specified above.
DATE:	SIGNATURE_	<u>.</u>
DATE:	SIGNATURE_	Nathan Ooden President

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PURCHASE OF NEW SOCCER GOALS FOR THE CITY OF SPRINGDALE PARKS AND RECREATION DEPARTMENT (PROJECT NO. 23BPP7)

WHEREAS, the City of Springdale entered into the 2023 Bond Program with the approval of its residents, and

WHEREAS, as part of the Parks Bond, facility and equipment upgrades may be purchased to enhance the overall quality and experience of our residents, and

WHEREAS, the request is to purchase new soccer goals for the newly, artificially turfed soccer fields, and

WHEREAS, three (3) quotes were received, and

WHEREAS, upon review, the Springdale Parks and Recreation Department would like to move forward with the purchase of new soccer goals from Midwest Sporting Goods, in the amount of \$8,927.99, to be paid for out of the 2023 Parks and Recreation Bond Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorize the purchase of new soccer goals from Midwest Sporting Goods, in the amount of \$8,927.99, to be paid from the 2023 Parks and Recreation Bond Fund.

PASSED AND APPROVED this 9th day of December, 2025.

	Doug Sprouse, Mayor
ATTEST:	
Sabra Jeffus, City Clerk	_
APPROVED AS TO FORM	
Ernest B. Cate, City Attorney	



DEPARTMENT FUNDING REQUEST

Donoutroont	
Department:	Date:
Parks and Rec	Dec 1
Point of Contact:	Amount Requested:
Chad Wolf	\$ 8927.99
	J 0027.00
Date to be Presented to Committ	
Brief Description of Funding Requ	vest:
Purchase Soccer Goals for	r new Turf soccer field
Funding Source: (General Fund	l, Special Fund, etc.)
2023 Bond	, , , , , , , , , , , , , , , , , , , ,
IC IT D	10.00000
12 11 BC	JDGETED?
YES 🗆	NO ☑
\$0 - \$42,920.00 No Council Approval Needed	□ \$0 - \$4,999
Request to Waive Bidding?	
☐ BUY BOARD ☐ SOLE SOURCE	☑ \$5,000 - \$42,920.00 Requires 3 Quotes
Signature:	
Chad Wolf	☐ \$42,921.00 + Requires Bid
Please attach supplemental	Request to waive bidding?
information	☐ Buy Board ☐ Sole Source
	a sole source

Date	11/	/19/2025		_ S	ALES ORDER	SALES REP:	Roc	dney Sel _l	<u>թհ</u>
Customer ID		SPRI25			DVVEST PORTING GOODS				
Customer	· Springdale I	Parks and R	lec					Ship To	
Contact	Tanner Spar	ngler		~ W 5P	'URTING GUUUS	Customer	Springdale :	Parks and I	Rec
Sport	Soccer				55TH PL. TULSA, OK 74145	Contact	Tanner Spa	ngler	
Address	1906 Cambi	ridge St.		-	, ,	Sport	Soccer		
City, State, Zip	Springdale /	AR, 72762		Ship Via	Drop Ship	Address	1906 Camb	ridge St.	
Phone	479-750-818	85				City, ST, Zip	Springdale	AR, 72762	
Email	wspangler@s	springdalear.c	gov	<u>-</u>					
Customer PO #	Quote			<u>-</u>					
MW Item Code	Mfg Part Number	Vendor	Qty		Item Description	Drop Ship This Item	Cost	Unit Price	Total Price
						☐ Drop Ship			\$0.00
	2B8	KWIK01	2	Pro Premier World Competit	tion Goal	☐ Drop Ship		\$ 3,718.00	\$7,436.00
				Size: 8" H x 24" W x 6' D x 6	5' B	Drop Ship			\$0.00
	<u> </u>		<u> </u>			☐ Drop Ship			\$0.00
	<u> </u>		<u> </u>			☐ Drop Ship			\$0.00
	<u> </u>		<u> </u>			☐ Drop Ship			\$0.00
	<u> </u>		<u> </u>			☐ Drop Ship			\$0.00
	<u> </u>		<u> </u>			Drop Ship			\$0.00
		 	<u> </u>			Drop Ship			\$0.00
		 	<u> </u>			☐ Drop Ship			\$0.00
	<u> </u>		<u> </u>			☐ Drop Ship			\$0.00
	<u> </u>	 	↓			☐ Drop Ship			\$0.00
	<u> </u>		<u> </u>			Drop Ship			\$0.00
			<u> </u>			Drop Ship			\$0.00
						Drop Ship			\$0.00
l						Drop Ship			\$0.00
	<u> </u>		<u> </u>			Drop Ship			\$0.00
						Drop Ship			\$0.00
	<u> </u>					Drop Ship			\$0.00
special Instructions	3:							Subtotal	\$7,436.00
_	_		_					Freight	\$766.98
The custome	_				merchandise within 30 d	=	e listed	m	
	on this s	sales orde	er. It	tems returned afte	r 30 days will not receive	e credit.		Tax	\$725.01
								Total	\$8,927.99



PO Box 841393 Dallas, TX 75284-1393 Phone: 800-527-7510 Fax: 800-899-0149 Visit us at www.bsnsports.com

Contact Your Rep

Michael Bradley Email:mbradley@bsnsports.com | Phone:972-884-7205

Sold to 1024741 CITY OF SPRINGDALE 1906 Cambridge St. SPRINGDALE AR 72762 USA Ship To 1024741 CITY OF SPRINGDALE 1906 Cambridge St. SPRINGDALE AR 72762 USA

Quote

Quote #: 21674174

Purchase Order #: Kwik Goals - Chris Gibson

Cart Name:

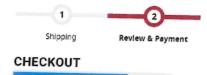
Quote Date: 11/18/2025 Quote Valid-to: 12/02/2025 Payment Terms: NT30

Ship Via:

Ordered By: Chris Gibson

Payer 1024741 CITY OF SPRINGDALE 1906 Cambridge St. SPRINGDALE AR 72762 USA

Item Description	Qty	Unit Price	Total
Kwik Goal Pro Premier World Cup Goal Item # - 1379305	1 PR	\$ 8,139.99	\$ 8,139.99
	Subtotal:		\$8,139.99
	Other:		\$0.00
	Freight:		\$132.95
	Sales Tax:		\$806.61
	Order Total:		\$9,079.55
	Payment/Credit Applied:		\$0.00
	Order Total:		\$9,079.55



PAYMENT METHOD

protected by reCAPTCHA

- Credit Card
- amazon pay
- affirm Pay over time
- O PO (ship and bill to school or municipality)

BILLING ADDRESS

My billing and shipping address are the same

William Spangler 1906 Cambridge Sc. Springdale, Arkansas 72762 United States

ORDER SUMMARY



Kwik Goal 8'x24' Pro Premier Height Adjustable World Competition Soccer Goal, 2B8006 (each)

Qty 2

Price: \$12,240.00

Typically ships in 2-3 weeks

Cart Subtotal

\$12,240.00

\$795.00

Shipping & Handling (Standard Shipping - Ground) 48 contiguous United States

\$1,270.92

Tax Exempt? Click here for instructions

GRAND TOTAL

\$14,305.92



A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARTIFICIAL TURF & RELATED ITEMS; TO WAIVE COMPETITIVE BIDDING, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

WHEREAS, the Parks and Recreation portion of the 2023 bond program was intended to purchase and install artificial turf on several baseball, softball and soccer fields, and

WHEREAS, the city received a quote in the amount of \$1,230,000 to convert an additional soccer field to PIVOT turf, and

WHEREAS, the installation of artificial turf will be beneficial to our residents:

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

- Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.
- Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with GeoSurfaces, Inc. for the purchase of artificial turf and installation, in an amount not to exceed \$1,230,000.00, to be paid from the 2023 Parks and Recreation Bond Fund.
- Section 3. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders do not exceed 5% of the guaranteed original contract price.

PASSED AND APPROVED this 9th day of December, 2025.

	Doug Sprouse, Mayor
ATTEST:	
Denise Pearce, Sabra Jeffus	_
APPROVED AS TO FORM	
Ernest B. Cate, City Attorney	



City of Springdale, Arkansas Attn: Doug Sprouse, Mayor 201 Spring Street Springdale, AR 72764 October 24, 2025

Arkansas Contractor #0383350626

Project: City of Springdale, Tyson Park Soccer Field

GeoSurfaces, Inc., (herein *GeoSurfaces*®) a licensed Arkansas Contractor, will provide all materials, labor, and equipment necessary to complete the following scope of work at <u>City of Sprindale</u>, <u>Tyson Park Soccer Field</u> as shown on the attached drawings (actual field dimensions, turf panel configuration and resulting square footage of purchase and/or amount of material shipped, to be determined). *GeoSurfaces* will install the replicated grass on a base and perimeter anchor constructed by *GeoSurfaces* consistent with the requirements in the *Pivot by Tencate®/GeoFlo+®/GeoBase® Installation Guide Specifications*. The fields will include all markings as outlined on the drawing on the last page(s) of this proposal. Warranty is included in this proposal and outlined under the scope of work.

Scope of Work - GEOBASE STRUCTURAL BASE FIELD WITH SHOCK PAD AND PIVOT by Tencate TURF

- -Remove and haul organics offsite up to 10"
- -Laser grade and compact
- -Pour +/- 780lf of 6"x10" curbing with #3 rebar.
- -Provide and Install (2) 20'x210'netting systems (Netting system on each end of field)
- -Install perimeter drainage system to tie into outflows provided by Owner
- -Drill and install 10 KWIK Goal anchors for Soccer goals; anchors provided by Owner.
- -Install 12 anchors for smaller goals; anchors provided by Owner.
- -Install anchor boards
- -Install GeoBase Structural Base system over entire area to receive turf
- -Install GeoFlo+ Shock pad over entire area to receive turf
- -Install Pivot by Tencate turf
- -Install all markings as seen on attached design
- -Install GeoCool cooling agent
- -Power Groom
- -Clean construction site
- -Includes 12 year warranty on PIVOT turf
- -Includes 12 year warranty on GeoBase (with rollover warranty up to 25 years or 2 turf cycles)
- -Includes 12 year warranty on GeoFlo+ Shock pad(with rollover warranty up to 25 years or 2 turf cycles)
- -Includes GMAX testing and yearly report for the life of turf at no additional cost

TERMS:

- The cost of permits, engineering fees, or license fees, if applicable, will be provided by Others.
- All electrical or plumbing work is excluded. Removing and capping of existing irrigation is not included.
- New collector drains will tie into outflow drains provided by others.
- Unmarked water, fiber optic or electrical lines or any other unmarked utilities are the responsibility of the OWNER.
- Installation will commence within 15 days of Purchaser's written notice. Completion will be within the agreed upon good weather working days. "Good weather working days" are defined in the Contract Agreement.
- Full access to site is responsibility of the OWNER.
- No fence work, asphalt, concrete or sod outside the scope of this contract will be included.
- No advertisement logos are included in proposal.
- No movement of bleachers, scoreboards, flagpoles, etc is included in this proposal
- No remediation of expansive soils is included in this proposal.
- No stabilization is included in this proposal.
- Removing unsuitable soils and bringing in select fill is not included in this proposal.
- GeoTech report is responsibility of the Owner, not included but recommended.

<u>Acceptance of Offer to Sell</u>: This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSurfaces. If the Acceptance of Proposal is not received by GeoSurfaces on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered this 24 th day of October 2025.	Proposal expires the 15 th day of December 2025.
For: GEOSURFACES, INC.	For: CITY OF SPRINGDALE, ARKANSAS
By: Chu C -	Pre:

CONTRACT AGREEMENT

<u>PARTIES</u>: THIS AGREEMENT (the "Agreement") is made and entered into between <u>GeoSurfaces</u>, Inc., herein GeoSurfaces, a Louisiana limited liability company, with its principal business office located at 7080 St. Gabriel Avenue – Ste A, St. Gabriel, LA, 70776; and the undersigned Purchaser ("Purchaser"), <u>City of Springdale</u>, <u>Springdale</u>, <u>Arkansas</u> located at **201 Spring Street**. GeoSurfaces and Purchaser are sometimes herein jointly referred to as the "Parties". The effective date of this Agreement and all other Contract Documents will be the date upon which this Agreement is executed by the last party signing as noted in the signature section of this Agreement.

<u>PURPOSE</u>: Purchaser and GeoSurfaces hereby enter into this Agreement and all other Contract Documents for the purpose of authorizing and providing terms of performance by and compensation to GeoSurfaces or its authorized construction groups and subcontractors to provide the labor and materials necessary to construct an artificial turf sports baseball field surface for the Purchaser (the "Project"), all as more fully defined in the <u>GeoSurfaces Proposal</u> <u>dated October 24, 2025</u>, and incorporated herein by reference as Exhibit A.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The term "CONTRACT DOCUMENTS" refers to this Agreement, Exhibit A, GeoSurfaces Proposal; Exhibit B, GeoGreen® & GeoFlo® Installation Guide Specifications; and Exhibit C, GeoSurfaces Warranty, all of which are incorporated herein by reference and shall be construed together as the Contract Documents.
- GEOSURFACES SHALL FURNISH all materials, labor, and supervision necessary for the construction and installation of
 the Project contemplated by this Agreement (along with the other Contract Documents) in a proper, efficient and
 workmanlike manner. GeoSurfaces shall make all reasonable efforts to perform work and materials on the Project in a
 timely and diligent manner within the delays and deadlines provided in this Agreement and the other Contract
 Documents.

GeoSurfaces and Purchaser shall maintain on the Project site from the effective date until completion of the Project, competent supervisors, who shall be the knowledgeable and authorized representatives of GeoSurfaces and Purchaser respectively; and the identity of those supervisors shall at all times during the Project be made known to the other Party. Directions and communications to the supervisor of Purchaser from GeoSurfaces or any third party in connection with the Project shall be treated as notice received by Purchaser for all purposes. The Purchaser shall maintain on the Project site during the progress of the Project, a competent representative authorized to act and make decisions on behalf of the Purchaser, including with the authority to execute binding Change Orders if applicable.

- 3. <u>PAYMENT SCHEDULE</u>: The payment due for this Project payable by Purchaser to GeoSurfaces shall be paid according to the following schedule:
 - a. As agreed on by the parties
 - b. All change orders to be paid upon completion of change orderwork.

All payments shall be made by means of checks, wire transfers, or other instruments of payment with immediately available funds.

4. For the WORK described in the Contract Documents, the Purchaser will pay GeoSurfaces the total sum of money set

forth in the attached GeoSurfaces Proposal, which sum of money shall be paid in the manner and according to the schedule described in Section 3 hereinabove. Any payment not received when due shall bear interest at the rate of 1 1/2 percent per month on the unpaid balance until paid in full. GeoSurfaces shall additionally have the right to suspend or terminate all work on the Project in the event that any payment is not paid in full by Purchaser within 10 days of its

due date, which suspension or termination shall be at the sole discretion of Geo-Surfaces and shall not be considered to be a breach of this Agreement. In the event of any Work subsequently agreed to between the Parties beyond the original scope of work described in the Contract Documents ("extras"), payment for such extras shall either be due and payable before the extra work is commenced, unless otherwise mutually agreed to by the Parties.

- 5. ACCEPTANCE BY PURCHASER of the completed Project shall be deemed to have occurred and to be effective for all purposes, either upon execution by Purchaser of a written Act of Acceptance of the Project, or upon first use of the Project for any purpose by Purchaser or its authorized designee, whichever first occurs. Either manner of Acceptance shall be applicable to all payment obligations owed by Purchaser to GeoSurfaces. Upon either such means of acceptance, GeoSurfaces' obligations to satisfy warranty obligations arising out of its Work as specified in the Warranty Section of the Contract Documents shall promptly commence strictly in accordance with the terms of the express written Warranty. For the avoidance of doubt, the failure of GeoSurfaces to insert an effective date on the written Warranty for commencement of the term of the Warranty shall not invalidate or suspend commencement of the Warranty, which warranty period shall commence immediately upon Acceptance of the Project in either manner as defined above. There shall be no other Warranty of any nature or kind by GeoSurfaces arising from the Project except as expressly stated in the written Warranty of and signed by the authorized representative of GeoSurfaces; and any other warranties which would otherwise be provided or applicable by law are hereby expressly waived and acknowledged by the Parties not to exist, which are replaced entirely by the Written Warranty as part of the essential consideration for that Written Warranty. The one-year limitation for claims found in, arising from, or associated with, any payment and performance bonds shall in no way shorten or limit the product warranty (if any) provided by any manufacturer.
- 6. <u>COMPLETION</u>: GeoSurfaces schedule, including time for completion for its Work under this Agreement, is based upon the herein defined "Good Weather Working Days". Good Weather Working Days means that none of the following conditions exist on the day(s) at issue: (i) no snow or rain that impacts the surface to the extent that the work is inhibited due to the instability of the prepared surface; (ii) no day wherein the rainfall within 24 hours exceeds one-eighth of an inch; (iii) no fog or other high humidity condition that results in deposits of water on the surface; (iv) no winds in excess of 20 miles per hour; or (v) no ambient air temperature below 35 degrees F.
- 7. EXCEPT TO THE EXTENT GeoSurfaces is required to purchase (and as expressly provided in) any policies of insurance as set forth herein, GeoSurfaces shall not be responsible for direct, indirect, or otherwise consequential (in any manner) damages of any nature or kind (including for alleged loss of revenues allegedly arising from inability to use the field), monetary or otherwise, for delays in completion of the Project caused by any reason or person, whether GeoSurfaces, the Purchaser, or the Purchaser's agents, acts of God, unavailability or shortages or delays of raw material, or finished materials/elements of the field, unavailability or shortage of carriers, acts of any governmental agency, unusual delays in transportation, abnormal weather conditions, labor disputes, or other causes, including as attributable wholly or partially to GeoSurfaces, its Members, Managers, agents, employees, subcontractors or suppliers, all of whom are hereby released from any and all such liability. Nevertheless, GeoSurfaces shall give the Purchaser good faith written notice of any foreseeable delay within a reasonable time of the occurrence or commencement of a cause of

delay. Failure to give notice of delay within a reasonable time shall not create a claim whatsoever by Purchaser against GeoSurfaces. GeoSurfaces notice may include an estimate of the probable effect of the delay on the progress of the Work. GeoSurfaces shall, upon termination of the delay, continue its performance and completion of the Work, and the completion date of the Project shall be adjusted to reflect the delay.

8. The <u>VALIDITY</u>, <u>INTERPRETATION</u>, <u>AND PERFORMANCE</u> of this Agreement shall reside in and be governed by the substantive laws of the State of Louisiana. There are no understandings or representations of any kind whatsoever, either express or implied, except as expressly set forth in this Agreement. No modification or waiver of the terms and conditions of this Agreement shall be binding on GeoSurfaces unless approved in writing by an authorized officer of GeoSurfaces. The terms and conditions of this Agreement and the other Contract documents shall not be altered by the terms and conditions contained in any acknowledgment or acceptance of any Purchase Order issued by the

Purchaser. Both Parties have equally participated in the negotiation, preparation, and execution of this Agreement and other Contract Documents, and any ambiguity that may exist in this Agreement and other Contract Documents shall be construed and interpreted equally between the Parties.

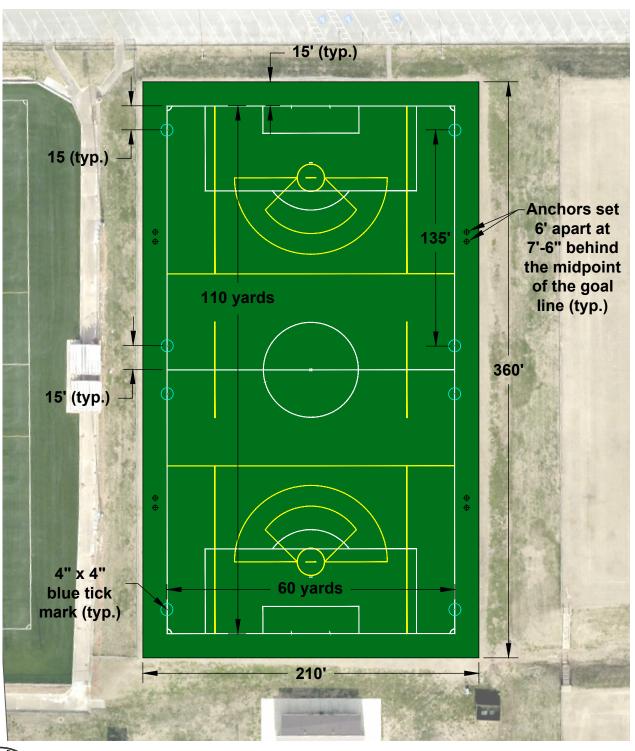
- 9. <u>IN THE EVENT OF LITIGATION</u> arising from the subject matter of this Agreement and other Contract Documents, the prevailing party shall be entitled to recover all of its attorney fees and other litigation costs of any nature from the non- prevailing party in the form of a monetary Judgment.
- 10. The Parties' <u>DULY AUTHORIZED REPRESENTATIVES HEREBY EXECUTE</u> this Agreement, effective on the date of execution by the party last signing. Execution of this Agreement may be evidenced by a facsimile or scanned signed email copy transmitted to the other party; and this Agreement may be executed by the respective Parties in one or more counterparts, each of which shall constitute valid execution, and all of which, when taken together, shall constitute and be construed as one instrument.

GeoSurfa By:	ces, Inc.	
,	Billy Dawson, Chief Commercial Officer	-
Address:	7080 St. Gabriel Avenue – Ste. A, St. Gabriel, LA 70 EMAIL: info@geosurfaces.com	0776
Date:		
PURCHAS	SER:	
Ву:		-
Print Nam	ne and Title:	=
Address:		
Email:		_
Date:		_



Randal Tyson Recreational Complex, Springdale, AR Soccer/Lacrosse Field #3 Layout Plan #2025-3

Scale: 1" = 60' Date: November 14, 2025







	RESOLUTION NO.	
--	----------------	--

A RESOLUTION AMENDING RESOLUTION NO. 8-25, ENTERING INTO AN AGREEMENT, TO APPROPRIATE FUNDS FOR THE SPRINGDALE POLICE DEPARTMENT, AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, a Resolution was brought forward and approved by Council on January 14, 2025, accepting a grant from the Arkansas Public Safety Equipment Grant Program, authorizing the Mayor to sign the Grant agreement, to appropriate funds, and to waive competitive bidding, and

WHEREAS, the original company that was chosen by the Springdale Police Department is no longer in business, and

WHEREAS, the Springdale Police Department was awarded a grant from the Arkansas Public Safety Equipment Grant Program, in the amount of \$74,250.00, which has officially been accepted and allocated for the purchase of virtual reality training equipment, and

WHEREAS, the new request is to purchase virtual reality training equipment from Peerless VR, with a new purchase price of \$81,489.38, to be paid for with the awarded grant funds from the Arkansas Public Safety Equipment Grant Program and Drug Seizure Funds, and

WHEREAS, they are requesting to waive competitive bidding as the equipment is a sole source provider under Ark. Code Ann. §14-58-104.

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

<u>Section 1.</u> The Mayor and City Clerk are hereby authorized to enter into an agreement with Peerless VR for the purchase of virtual reality training equipment, in the amount of \$81,489.38, to be paid for with the awarded grant funds from the Arkansas Public Safety Equipment Grant Program and Drug Seizure Funds.

<u>Section 2.</u> That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 3. This Resolution is to replace Resolution No. 8-25 in its entirety.

PASSED AND APPROVED this 9 th	day of December, 2025.
	Doug Sprouse, Mayor

ATTEST:

RESOLUTION NO. 8-25

A RESOLUTION ACCEPTING A GRANT FROM THE ARKANSAS PUBLIC SAFETY EQUIPMENT GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, TO APPROPRIATE FUNDS, AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, the Springdale Police Department was awarded a grant from the Arkansas Public Safety Equipment Grant Program in the amount of \$74,250.00, and

WHEREAS, the Springdale Police Department will be using the grant funds to purchase Apex Officer Virtual Reality Training equipment in the amount of \$81,489.38, which will provide essential training related to "shoot/don't shoot" scenarios, de-escalation training, and more, and

WHEREAS, they are requesting to waive competitive bidding as the equipment is a sole source provider under Ark. Code Ann. §14-58-104.

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

Section 1: That the Mayor is hereby authorized to accept and sign the grant agreement for an Arkansas Public Safety Equipment Grant in the amount of \$74,250.00.

Section 2: The purchase amount for the Apex Officer Virtual Reality Training equipment is \$81,489.38 – The equipment will be paid for by the Arkansas Public Safety Equipment Grant in the amount of \$74,250.00; the remaining balance of \$7,239.38 will be paid for out of Drug Seizure Funds.

<u>Section 3:</u> That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

PASSED AND APPROVED this 14th day of January, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Unrivaled Virtual Reality Training Experience

PEERLESS VR LAW ENFORCEMENT TRAINING SIMULATOR (LE Ultra)

Proposal Prepared For:

Springdale Police Department 201 Spring Street Springdale, AR 72764

Sales Contact:

Steve Nelson steve@peerlessvr.com (209) 210-2608 Peerless VR is the culmination of collaborative efforts between passionate virtual reality (VR) experts and former law enforcement personnel to develop and continually improve the pinnacle training solution available. Each team member is a subject matter expert in their respective fields and brings their expertise daily to ensure you have the most comprehensive and applicable training solution available.

Our mission is to provide a peerless virtual reality training solution and impeccable support focused on the needs of our users.

Our vision is to render projector-based simulators, inferior virtual reality training products, and antiquated or "less than safe" training practices obsolete while minimizing staffing, fiscal, and logistical impacts on an organization.

Our values are passion for our product, genuine and authentic partnership, and collaboration with our users to develop what they need (not what we think they need) to train efficiently and effectively, as well as commitment to creating value for our users.

We value being entrusted to partner with your organization to train your personnel and never take that relationship lightly.

- Turnkey solution, requiring no extra equipment, and works out of the box
- Purpose-built, lightweight, and low-cost training solution leveraging only the best available technology
- Highest visual fidelity graphics in the industry
- Full trainer and trainee microphone input for actual communication and interaction
- Absolute trainer control of scenario creation and presentation through trainee evaluation
- Comprehensive training content creation system and saved scenario management tools
- Closed-loop solution requiring no internet connection to operate
- Superior technical and training support



WHY CHOOSE PEERLESS

Partnering with Peerless VR is not just about integrating state-of-the-art technology into your institution; it's about embracing a forward-thinking approach to education and training that prepares officers, students and educators for the challenges of the future. Peerless VR offers unmatched advantages over other VR training simulators, making it the premier choice for law enforcement agencies, schools and educational systems:

Unparalleled Realism and Immersion: Peerless VR delivers an immersive experience that accurately replicates real-world scenarios, creating an engaging learning environment that fosters deeper understanding and retention.

Scalability and Accessibility: Peerless VR solutions are designed to accommodate organizations of all sizes, making the technology accessible to rural and urban districts alike. Our focus on intuitive interfaces ensures that both educators and students can seamlessly adopt and benefit from.

Proven Outcomes: Studies show that experiential learning through VR significantly enhances critical thinking, problem-solving skills, and knowledge retention. Peerless VR enables trainees to practice in a safe, controlled environment, leading to more confident and capable learners.

Unwavering Support: Peerless VR goes beyond simply providing hardware and software. We offer ongoing training, technical support, and system updates, ensuring that your institution remains at the forefront of VR innovation.

By choosing Peerless VR, your organization isn't just adopting a tool – it's embracing a vision to redefine law enforcement and educational standards, inspire innovation, and equip officers, trainees and students for the future. This partnership symbolizes a commitment to excellence and forward-thinking education.

On behalf of Peerless VR, we thank you for your consideration.



Product itemization					
DESCRIPTION	PRICE	QUANTITY	TOTAL PRICE		
Peerless VR Ultra Simulator	\$74,250.00	1	\$74,250.00		
Peerless HMD		4			
Peerless Trainer Laptop		2			
Peerless Router		2			
Peerless Controller Set		4			
Peerless Tracked Pistol		4			
Peerless Tracked Taser		4			
Peerless Patrol Rifle	3,999.00	2	7,998.00		
Peerless Patrol Rifle Discount	-3,999.00	2	-7,998.00		
Peerless One Yearly Package	\$2,499	2	\$4,998.00		
Peerless One discount	-\$2,499.00	2	-\$4,998.00		
		Grand Total	\$74,250.00		





- Hardware Warranty
 - Throughout year of Peerless One
 - Covers all hardware issues no questions asked
- Support
 - Priority responses via email and text message over non-subscribers
 - Phone support during business hours
 - Video call support on most platforms (Google, Zoom, Teams, FaceTime, etc) for extremely efficient troubleshooting
- Software Updates
 - Minimum of 6 major updates releases per year
 - Massive improvements to simulator software in the next 2 years
- Live video call hands-on train-the-trainer
 - Video call when you receive simulator to get you onboarded
 - Usually 2 hours so you're fully squared away when done
- Terms:
 - \$2499 a year for 1-2 simulators
 - o \$4950 a year for 3-5 simulators
 - \$9999 a year for 6-10 simulators
 - Enterprise pricing available for 11+ simulators



Important Terms and Conditions

Budgetary Pricing

This proposal was created with the intention of budgeting purposes and does not constitute a firm-fixed price offer or as a binding agreement.

Purchase Order

Please make (PO) the purchase order out to Peerless VR.

If you prefer an Invoice be made with a signatory line to begin purchasing the simulator, be sure to inform your Peerless VR consultant.

Payment Terms

Once Payment is due within thirty (30) days from the date of invoice, pay within this term to avoid a late fee of [amount]. Any discrepancies should be reported within fourteen (14) days of receipt.

Warranty

Peerless VR provides a 12-month limited warranty for all hardware components, effective from the date of delivery. This warranty covers defects in materials and workmanship under normal use.

US Delivery Lead Time

Standard Production System - 45 Days ARO

Sales Use Tax

If this is subject to Use Tax, then you are liable for the tax and should make payment directly to your taxing authority. However, we may collect Sales Tax for the following states; CA, FL, HI, IA, KY, MA, MI, NV, NY, UT, WA, and WV

- Company (pay to):
 - Maven Technologies LLC
- Business address (NOT shipping):
 - 5940 S. Rainbow Boulevard, Las Vegas, NV, 89118, USA
- EIN:
 - 33-3110861
- Sam #:
 - DL4RWGFLYZK5
- CAGE #:
 - 10BN8
- DUNS #:
 - 136624086
- Order email:
 - Orders@peerlessvr.com
- W9:
 - See attached to email



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.	ORDINANCE NO
	ABANDONING A PORTION OF A UTILITY EASEMENT, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND

WHEREAS, SRS Emily, LLC, has petitioned for the partial abandonment of a utility easement on Parcel No. 815-28916-000, said easement having been filed for record as File No. 0DR2-00000424 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, on November 18, 1986, 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:

Part of the Southeast Quarter of the Northwest Quarter of Section 2, Township 17 North, Range 30 West of the 5th Principal Meridian, Washington County, Arkansas, also being described as follows: Commencing from the Southeast Corner of the Southeast Quarter fractional Northwest Quarter of said Section 2, thence along the South line thereof N87°14′59"W 510.50 feet; thence departing from said South line N02°55′18"E 36.80 feet to a found capped 5/8 rebar "PS 1926" located on the North right-of-way line of West Sunset Avenue; thence leaving said North right-of-way line N02°55′18"E 393.91 feet to a found 5/8" rebar; thence N87°00′26"W 235.26 feet; thence S02°53′15"W 16.10 feet to the true point of beginning; thence S87°05′58"E 7.16 feet; thence S02°54′02"W 90.53 feet; thence N87°05′58"W 7.14 feet; thence N02°53′15"E 90.53 feet to the point of beginning. Containing 0.015 acres, more or less.

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: <u>Emergency Clause</u>. 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 9th day of December, 2025.

ATTEST:	Doug Sprouse, Mayor	
Sabra Jeffus, CITY CLERK		
APPROVED AS TO FORM:		
Ernest B. Cate, CITY ATTORNEY		

INFORMAL PLAT

LOCATED IN: SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST 1840 WEST SUNSET AVENUE, WASHINGTON COUNTY, SPRINGDALE, ARKANSAS 72762

RECORD DESCRIPTION

PARENT TRACT (WARRANTY DEED FILE NO. 2024-00032377)

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2. TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH P.M., WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT 810.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT; THENCE NORTH 429 FEET; THENCE EAST 100 FEET; THENCE SOUTH 429 FEET; THENCE FAST 100 FFFT TO THE POINT OF BEGINNING

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 510.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT AND RUNNING THENCE NORTH 429 FEET; THENCE WEST 100 FEET; THENCE SOUTH 429 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING.

AND

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH P.M., WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT 710.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT; THENCE NORTH 429 FEET; THENCE WEST 100 FEET; THENCE SOUTH 429 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT 25 FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE OF THE ABOVE DESCRIBED PROPERTY.

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. TO-WIT: BEGINNING AT A POINT NORTH 89°58T6" WEST 610.5 FROM THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE NORTH 00°02'02" EAST 429.0 FEET TO A FOUND IRON PIN; THENCE NORTH 89°58'16" WEST 125.0 FEET; THENCE SOUTH 00°02'02" WEST 429.0 FEET; THENCE SOUTH 89°58'16" EAST 125.0 FEET TO THE POINT OF BEGINNING, CONTAINING 1.23 ACRES MORE OR LESS

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.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER: 500-17N-30W-0-02-420-72-1926

COMPLETED FIELD WORK: AUGUST 15, 2025

- 1. WARRANTY DEED RECORDED AS FILE NO. 2014-00020524.
- 2. SURVEY PLAT RECORDED AS FILE NO. 000D-00000804. 3. SURVEY PLAT RECORDED AS FILE NO. 0DR2-00000424.

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

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, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0070G, WHICH BEARS AN EFFECTIVE DATE OF 01/25/2024 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

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

ZONING INFORMATION

CURRENT ZONING: C-2 GENERAL COMMERCIAL

SETBACK REQUIREMENTS:

FRONT - 30 FFFT

50 FEET IF PARKING IS ALLOWED BETWEEN THE RIGHT-OF-WAY AND THE BUILDING

SIDE - 0 FEET (SUBJECT TO APPLICABLE FIRE AND BUILDING CODES) 20 FEET WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT

REAR - 20 FEET

SURVEY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED TO FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2. THENCE ALONG THE SOUTH LINE THEREOF N87°14'59"W 510.50 FEET: THENCE DEPARTING FROM SAID SOUTH LINE N02°55'18"E 36.80 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST SUNSET AVENUE: THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N87°19'10"W 218.68 FEET; THENCE DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE N02°48'03"E 197.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE N87°00'26"W 180.91 FEET; THENCE N02°55'18"E 198.03 FEET TO A FOUND 3" ALUMINUM MONUMENT; THENCE S87°00'26"E 180.49 FEET; THENCE S02°48'03"W 198.03 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 0.822 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2. TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, ALSO

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2. THENCE ALONG THE SOUTH LINE THEREOF N87°14'59"W 510.50 FEET; THENCE DEPARTING FROM SAID SOUTH LINE N02°55'18"E 36.80 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST SUNSET AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N87°19'10"W 218.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N87°19'10"W 181 33 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926". THENCE DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE N02°55'18"E 198.06 FEET; THENCE S87°00'26"E 180.91 FEET; THENCE S02°48'03"W 197.07 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 0.821 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT 3:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH P.M., WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2, THENCE ALONG THE SOUTH LINE THEREOF N87°14'59"W 510.50 FEET; THENCE DEPARTING FROM SAID SOUTH LINE N02°55'18"E 36.80 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST SUNSET AVENUE. ALSO MARKING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N87°19'10"W 218.68 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N02°48'03"E 395.10 FEET, THENCE S87°00'26"E 219.51 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926"; THENCE S02°55'19"W 393.91 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 1.984 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED TO FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2. THENCE ALONG THE SOUTH LINE THEREOF N87°14'59"W 510.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE N87°14'59"W 400.00 FEET; THENCE DEPARTING FROM SAID SOUTH LINE N02°55'18"E 36.31 FEET; THENCE S87°19'10"E 400.00 FEET; THENCE S02°55'18"W 36.80 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 0.336 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROPOSED ACCESS & UTILITY EASEMENT:

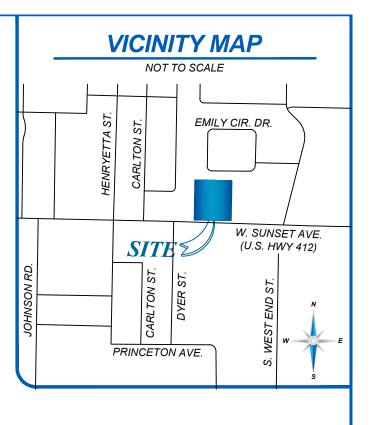
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED TO FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2, THENCE ALONG THE SOUTH LINE THEREOF N87°14'59"W 510.50 FEET: THENCE DEPARTING FROM SAID SOUTH LINE NO2°55'18"E 36.80 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST SUNSET AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N87°19'10"W 284.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, N87°19'10"W 47.52 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 57.23 FEET, WITH A RADIUS OF 1607.50 FEET, WITH A CHORD BEARING OF N22°11'28"E, WITH A CHORD LENGTH OF 57.22 FEET; THENCE S87°11'57"E 26.92 FEET; THENCE N03°12'29"E 143.56 FEET; THENCE S87°00'26"E 42.28 FEET; THENCE S03°12'29"W 127.10 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 37.74 FEET, WITH A RADIUS OF 24.11 FEET, WITH A CHORD BEARING OF \$45°06'44"E, WITH A CHORD LENGTH OF 34.01 FEET; THENCE \$02°48'03"W 20.34 FEET; THENCE N86°35'42"W 41.44 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.63 FEET, WITH A RADIUS OF 82.54 FEET, WITH A CHORD BEARING OF S75°08'53"W, WITH A CHORD LENGTH OF 23.55 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 4.16 FEET, WITH A RADIUS OF 7.63 FEET, WITH A CHORD BEARING OF \$60°00'35"W, WITH A CHORD LENGTH OF 4.11 FEET: THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 9.41 FEET. WITH A RADIUS OF 15.01 FEET, WITH A CHORD BEARING OF S18°01'45"W, WITH A CHORD LENGTH OF 9.26 FEET: THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 10.10 FEET, WITH A RADIUS OF 16.07 FEET, WITH A CHORD BEARING OF \$19°18'25"E, WITH A CHORD LENGTH OF 9.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.226 ACRES, MORE OR LESS.

EASEMENT VACATION AREA:

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED TO FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2. THENCE ALONG THE SOUTH LINE THEREOF N87°14'59"W 510.50 FEET; THENCE DEPARTING FROM SAID SOUTH LINE N02°55'18"E 36.80 FEET TO A FOUND CAPPED 5/8" REBAR "PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST SUNSET AVENUE; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N02°55'18"E 393.91 FEET TO A FOUND 5/8" REBAR; THENCE N87°00'26"W 235.26 FEET: THENCE S02°53'15"W 16.10 FEET TO THE TRUE POINT OF BEGINNING: THENCE \$87°05'58"E 7.16 FEET: THENCE \$02°54'02"W 90.53 FEET: THENCE \$N87°05'58"W 7.14 FEET: THENCE N02°53'15"E 90.53 FEET TO THE POINT OF BEGINNING. CONTAINING 0.015 ACRES, MORE OR LESS.



SIGNATURE BLOCKS

CERTIFICATE OF APPROVAL BY THE PLANNING DEPARTMENT

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 THE OFFICES OF RESPONSIBILITY SHOWN BELOW:

ACCEPTANCE OF DEDICATIONS

DATE CITY CLERK

DATE MAYOR

CITY OF SPRINGDALE APPROVAL FOR RECORDING

DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION

OWNER INFORMATION

OWNER: SRS EMILY LLC ADDRESS: 1772, 1810, 1840 & 1860 WEST SUNSET AVENUE, SPRINGDALE, ARKANSAS 72762 APN: 815-28911-000; 815-28916-000; 815-28921-001; 815-28921-000: 815-28912-000

LAND AREA

APN: 815-28911-000 43,219 SQ. FEET ± 0.992 ACRES ±

PREVIOUS APN: 815-28916-000 32,330 SQ. FEET ± 0.742 ACRES ±

PREVIOUS APN: 815-28921-001 APN: 815-28921-000 53,981 SQ. FEET ± 1.239 ACRES ±

APN: 815-28912-000 43,092 SQ. FEET ± 0.989 ACRES ± TRACT 1:

35.785 SQ. FEET ±

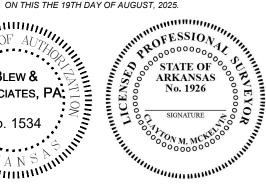
PREVIOUS

0.822 ACRES ± TRACT 2 35,782 SQ. FEET ± 0.821 ACRES ±

TRACT 3: 86,433 SQ. FEET ± 1.984 ACRES ±

I,CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

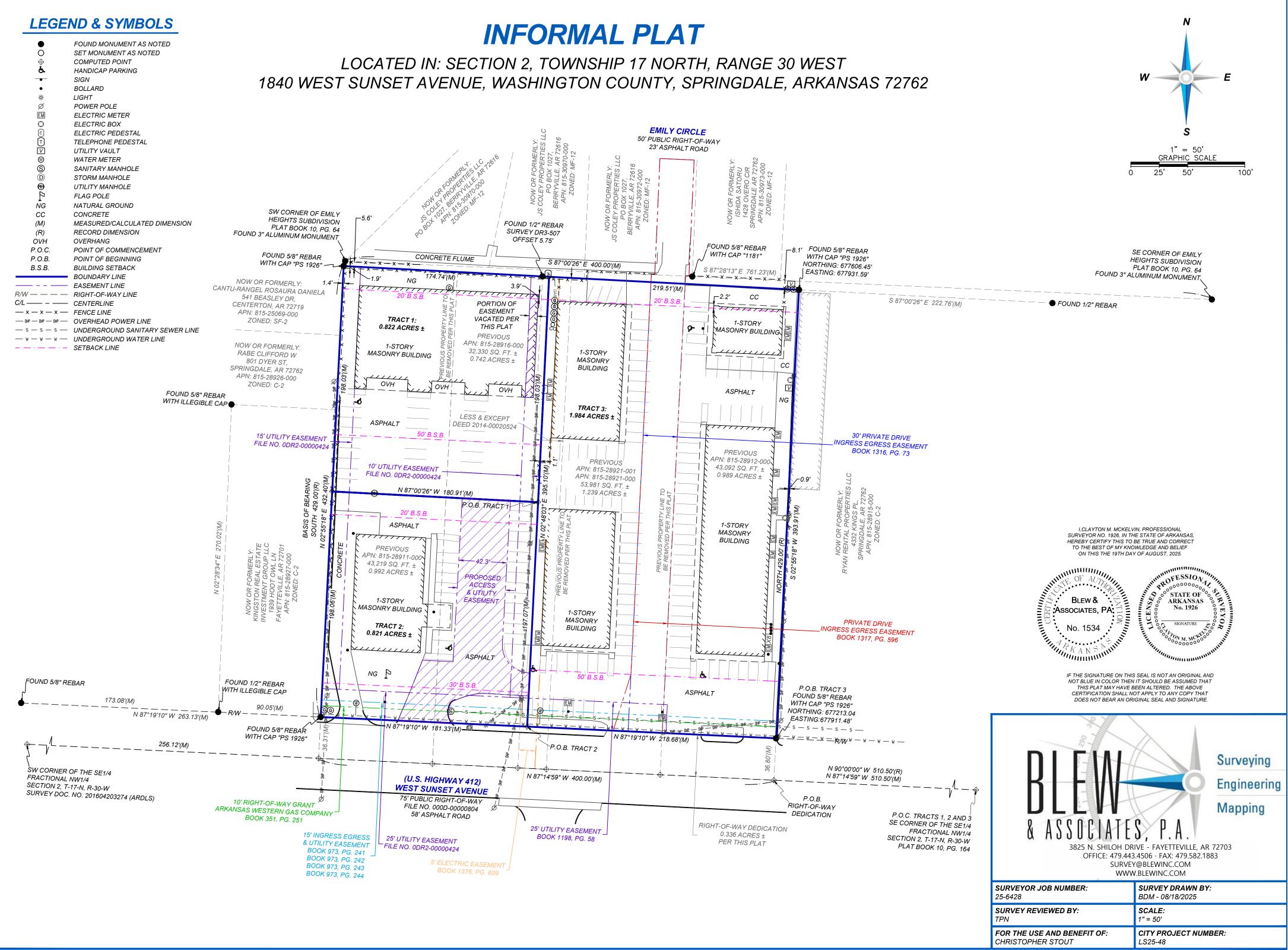




IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



SURVEYOR JOB NUMBER **SURVEY DRAWN BY:** BDM - 08/18/2025 **SURVEY REVIEWED BY:** SCALE: 1" = 50' CITY PROJECT NUMBER: FOR THE USE AND BENEFIT OF: CHRISTOPHER STOUT LS25-48



ORDINANCE NO
AN ORDINANCE VACATING AND
ABANDONING A PORTION OF TWO
UTILITY EASEMENTS, PURSUANT TO
ARK. CODE ANN. §14-301-301, et seq.,
DECLARING AN EMERGENCY; AND
FOR OTHER PURPOSES.

WHEREAS, Bentley Holdings, LLC, has petitioned for the partial abandonment of two utility easements on Parcel No. 815-36188-100 and Parcel No. 815-36208-100, said easements having been filed for record at Book 698, Page 174, and Book 698, Page 176, in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, on March 27, 1967, and said partial easements to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

PARTIAL UTILITY EASEMENT VACATION DESCRIPTION:

Part of the SW 1/4 of the SW 1/4 of Section 16 and part of the SE 1/4 of the SE 1/4 of Section 17 all in Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows: Beginning at the Southwest corner of the SE 1/4 of the SE 1/4 of said Section 17; thence along the West line thereof N02°26'39"E 32.65 feet to the North line of a 100 foot wide electric right of way as described in Document 698-176; thence along said right of way S88°02'24"E 929.93 feet; thence along said right of way N60°27'20"E 443.97 feet to the West line of a 100 foot wide electric right of way as described in Document 698-176; thence along said right of way N01°23'02"W 1042.81 feet to the North line of the SE ¼ of the SE ¼ of said Section 17; thence along said North line S87°47'03"E 86.43 feet to the Northwest corner of the SW ¼ of the SW ¼ of said Section 16; thence along the North line thereof S86°53'06"E 13.78 feet to the East line of a 100 foot wide electric right of way as described in Document 698-176; thence along said right of way S01°23'02"E 1096.20 feet; thence along said right of way S60°27'20"W 417.97 feet to the South line of the SE ¼ of the SE ¼ of said Section 17; thence along said South line N87°37'15"W 1055.82 feet to the point of beginning, containing 4.27 acres, more or less.

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:

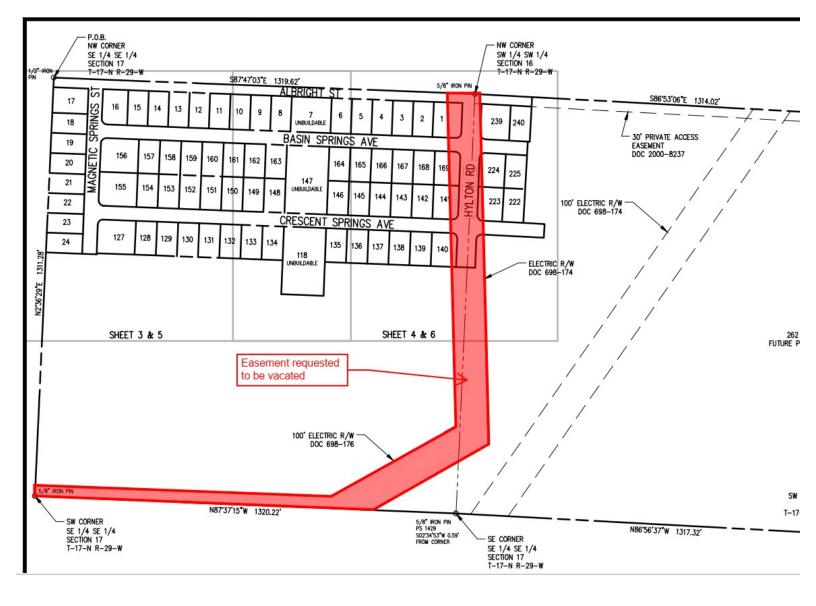
Section 1: That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its interests, with the rights of the public generally, in and to the portion of the utility easements described hereinabove.

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 9th day of December, 2025.

ATTEST:	Doug Sprouse, Mayor		
Sabra Jeffus, CITY CLERK			
APPROVED AS TO FORM:			
Ernest B. Cate, CITY ATTORNEY			



ORDINA	ANCE NO.	
BY A BY AND	ATTOMYCONE	(7131A) (EVIII

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: A & J Construction Management LLC

LEGAL DESCRIPTION: PT LOT 53 SW SE .63A. 110 x 250 FURTHER DESCRIBED FROM 2011-35980 AS: A part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), Township Eighteen (18) North, Range Thirty (30) West, more particularly described as follows, to-wit: Beginning at a point which is 328 feet East of the Northwest corner of said 40 acre tract, and running, thence South 250 feet, more or less, to the North line of Westwood Addition No. II, thence East 110 feet, thence North 250 feet, more or less to the South side of Emma Avenue, thence West 110 feet to the place of beginning. Section: 35 Township: 18N Range: 30W acreage: 0 Lot: Block: City: Addition: COUNTY COURT PLAT SD:501

LAYMAN'S DESCRIPTION: 1503 W. Emma Ave.

PARCEL NO.: 815-28189-000

PROPERTY OWNER: Tommy G. Clowers

LEGAL DESCRIPTION: The West 86.9 feet of equal and uniform width of Lot One (1), Block Eight (8), Peaceful Valley Estates, Phase II, to the City of Springdale, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

LAYMAN'S DESCRIPTION: 3911 Luvene Avenue

PARCEL NO: 815-24626-000

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 costs as follows, and as shown in the attached Exhibits:

\$660.64 clean up costs and \$24.92 administrative costs – 1503 W. Emma Ave. (815-28189-000) \$1,386.96 clean up costs and \$34.84 administrative costs – 3911 Luvene Ave. (815-24626-000)

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:

\$685.56 plus 10% for collection – 1503 W. Emma Ave. (815-28189-000) \$1,421.80 plus 10% for collection – 3911 Luvene Ave. (815-24626-000)

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 9th day of December, 2025.

	Doug Sprouse, Mayor	
ATTEST:		
Sabra Jeffus, CITY CLERK		
APPROVED AS TO FORM:		
Ernest B. Cate, CITY ATTORNEY		

City of Springdale Neighborhood Service 201 Spring Street Springdale, AR 72764 479-756-7712

Case Number: 2503941



Date: 08/14/2025 Status: Abated

Property: 1503 W EMMA AVE

City, State, Zip:,

Officer on Site: Ricardo Calderon

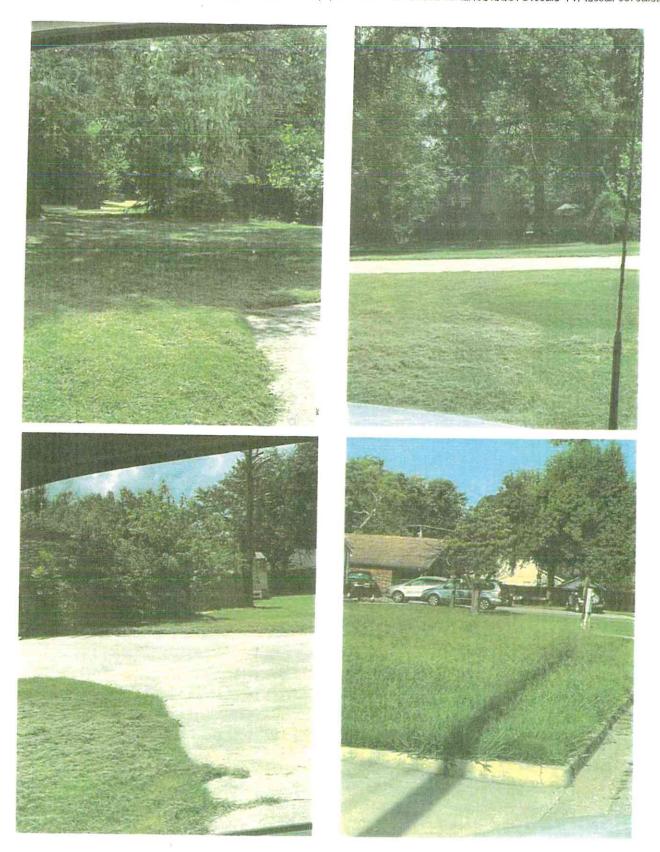
Abatement Type: Lien Abatement Date: 08/08/2025 Abatement Start Time: 1230 Abatement End Time: 1300

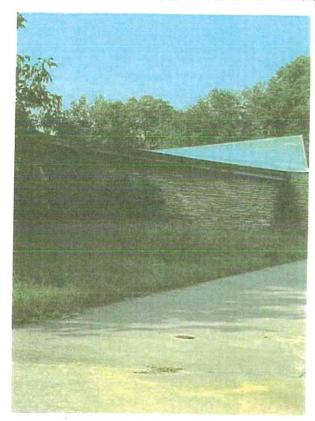
Amount
\$118.32
\$60.00
\$113.00

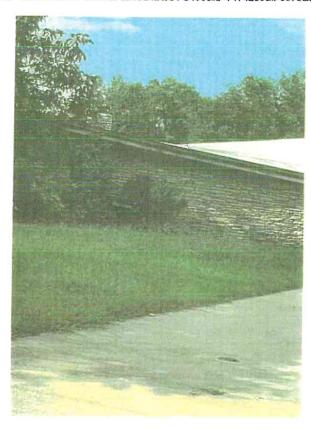
Total Fee: \$291.32

Method of Compliance: Property was mowed by Public works with 1 full time, 4 temp. employees. 1 city truck, trailer and mower.

Ricardo Calderon	08/14/2025
Code Enforcement Officer	Date







City of Springdale Neighborhood Service 201 Spring Street Springdale, AR 72764 479-756-7712 Case Number: 2504913



Date: 09/19/2025 Status: Re Inspect

Property: 1503 W EMMA AVE

City, State, Zip:,

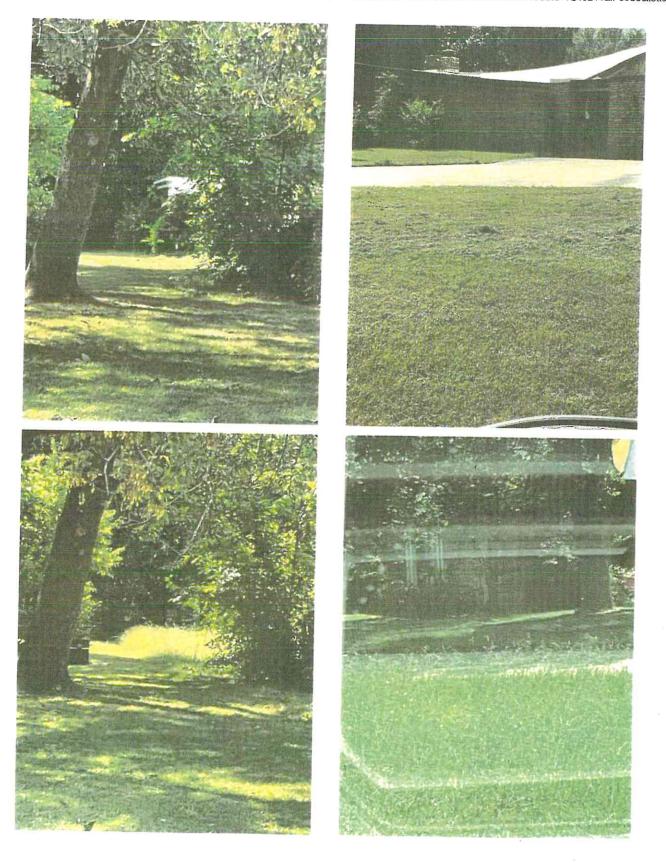
Officer on Site: Ricardo Calderon Abatement Type: Lien Abatement Date: 09/17/2025 Abatement Start Time: 0830 Abatement End Time: 0900

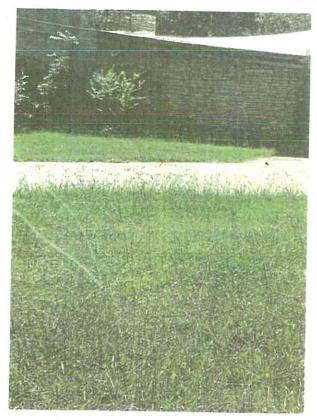
Fee Amount Disposal Cost Recovery \$118.32 Employee Rate \$90.00 Equipment Rate \$161.00

Total Fee: \$369.32

Method of Compliance: Property was mowed by Public Works with 1 Full time with 1 full time, 4 part time, 2 trucks, trailers and 1 mower.

> Ricardo Calderon 09/18/2025 Code Enforcement Officer 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



OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764 Phone (479) 750-8173 • Fax (479) 750-4732 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

October 20, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

A & J Construction Management LLC 1503 W. Emma Ave. Springdale, AR 72764

RE: Notice of clean-up lien on property located at 1503 W. Emma Ave., Springdale, Washington County, Arkansas, Tax Parcel No. 815-28189-000

Dear Property Owner/Lienholder:

On July 31, August 8 and September 17, 2025 a notice was posted on property located at 1503 West Emma, 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 May 14 and May 25, 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 August 14 and September 19, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$660.64. I have enclosed invoices 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 December 3, 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, December 9, 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 \$670.56, which includes \$660.64 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 A & J Construction Management 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



OFFICE OF CITY ATTORNEY 201 SPRING STREET SPRINGDALE, AR 72764 CITY OF SPRINGDALE

727 727625 A1-23

PRSRT FIRST-CLASS HAIL U.S. POSTAGE PAID

Fayetteville. AR

A & J Construction Management LLC

1503 W. Emma Ave.

Springdale AR 77764

NIXIE

0610/30/25 RETURN TO SENDER VACANT UNABLE TO FORWARD DE 1700 722

*1255-00712-30-58 72764455401 B.C.

> 7276434554 VAC

> > i,

4





0210/28/22

FIRST-CLASS

9589 0710

CERULIED MA

*1255-01190-28-30 72764455401

FORWARD UNABLE

SENDER RETURN

722

BC

OFFICE OF CITY ATTORNEY CITY OF SPRINGDALE SPRINGDALE, AR 72764 201 SPRING STREET

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.
- Article Addressed to:

Springdale, AR 72764 A & J Construction Management LLC 1503 W. Emma Ave.



Article Number (Transfer from service label) 0710 5270 3185 7794

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

3. Service Type

Adult Signature

Adult Signature

Adult Signature

Adult Signature

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

口3 Insured Mail Restricted Delivery (over \$500)

☐ Signature Confirmation™
☐ Signature Confirmation

☐ Priority Mail Express®
☐ Rod Istered Mail™
☐ Megistered Mail Restricted

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY A. Signature

B. Received by (Printed Name) ☐ Agent☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

□ Ves

City of Springdale Neighborhood Service 201 Spring Street Springdale, AR 72764 479-756-7712



Case Number: 2501953

Date: 07/11/2025 Status: Abated

Property: 3911 LUVENE AVE

City, State, Zip:,

Officer on Site: Ricardo Calderon Abatement Type: Lien Abatement Date: 07/02/2025 Abatement Start Time: 0840 Abatement End Time: 0930

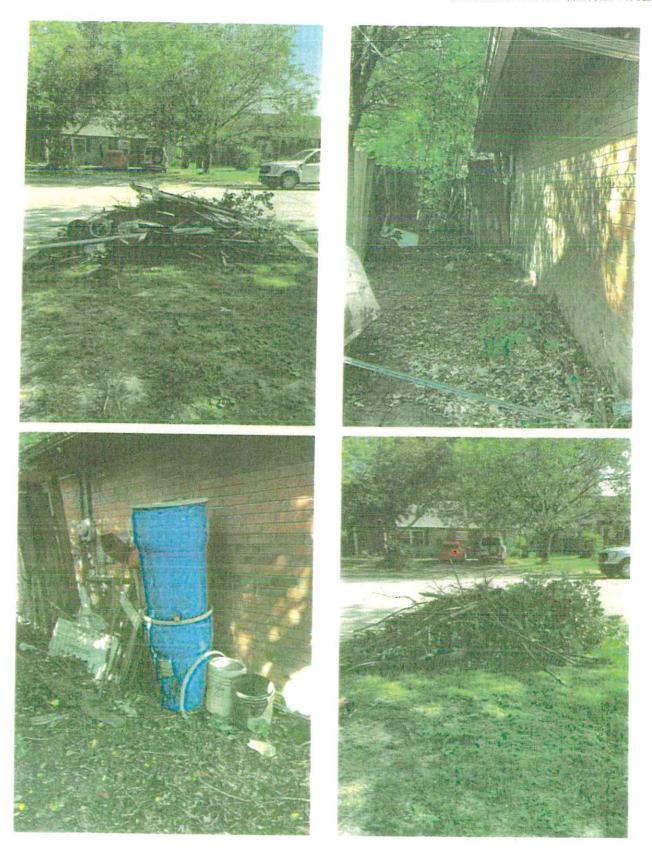
Fee Amount Disposal Cost Recovery \$118.32 Employee Rate \$105.00 Equipment Rate \$361.00

Total Fee: \$584.32

Method of Compliance: Property was mowed and trash and tree limbs removed from property.

2 City Trucks & trailers, 2 full time, 3 part time, bulk truck and mower.

Ricardo Calderon	07/11/2025
Code Enforcement Officer	Date













City of Springdale

Neighborhood Service

201 Spring Street

Springdale, AR 72764

479-756-7712

Case Number: 2503929



Date: 08/01/2025 Status: Abated

Property: 3911 LUVENE AVE

City, State, Zip:,

Officer on Site: Ricardo Calderon Abatement Type: Lien Abatement Date: 07/30/2025

Abatement Start Time: 0825 Abatement End Time: 0842

Fee Amount Disposal Cost Recovery \$118.32 Employee Rate \$150.00 Equipment Rate \$110.00 Total Fee: \$378.32

Method of Compliance: Property was mowed by Public Works by 2 full time, 4 part time employees, 1 City truck, 1 trailer and mower.

Ricardo Calderon	08/01/2025
Code Enforcement Officer	Date







City of Springdale Neighborhood Service 201 Spring Street Springdale, AR 72764 479-756-7712 Case Number: 2504731



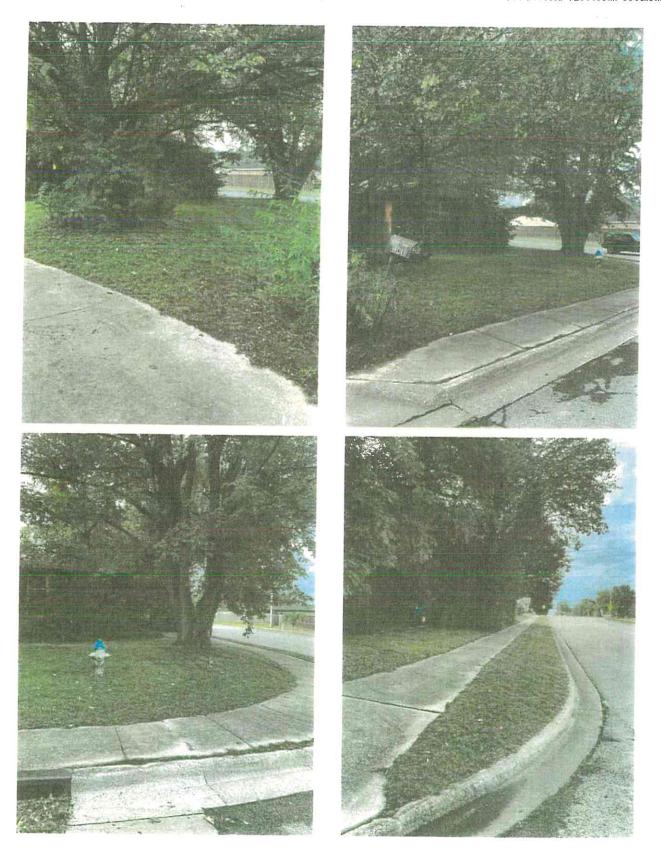
Date: 09/19/2025 Status: Abated Property: 3911 LUVENE AVE City, State, Zip:,

Officer on Site: Ricardo Calderon Abatement Type: Lien Abatement Date: 09/19/2025 Abatement Start Time: 0833 Abatement End Time: 0845

Fee Amount Disposal Cost Recovery \$118,32 Employee Rate \$120.00 Equipment Rate \$186,00 Total Fee: \$424.32

Method of Compliance: Property was mowed by Public Works with 4 full time, 2 part time, 2 trucks, 2 trailers & 2 mowers.

Ricardo Calderon	09/19/2025
Code Enforcement Officer	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



OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764 Phone (479) 750-8173 • Fax (479) 750-4732 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

October 20, 2025

CERTIFIED MAIL RETURN RECEIPT REQUESTED AND REGULAR MAIL

Tommy G. Clowers 3911 Luvene Ave. Springdale, AR 72762-6561

RE: Notice of clean-up lien on property located at 3911 Luvene Ave., Springdale, Washington County, Arkansas, Tax Parcel No. 815-24626-000

Dear Property Owner/Lienholder:

On April 29, May 14, July 2 and 30, and September 8, 2025, a notice was posted on property located at 3911 Luvene Ave., 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 May 14, 2025 that the City intended to seek a cleanup 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 July 11, August 1 and September 19, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$1,386.96. I have enclosed invoices 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 December 3, 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, December 9, 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 \$1,406.80, which includes \$1,386.96 for cleaning up the property and \$19.84 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 Tommy G. Clowers 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

SPRINGDALE, AR 72764 201 SPRING STREET

OFFICE OF CITY ATTORNEY CITY OF SPRINGDALE

1T 4622

727 7W

\$

20 2025

3911 Luvene Ave. Tommy G. Clowers

Springdale,

NIXIE

722

O m

1100

/23/25

UNABLE L ZHTURZ TO S ON THE O ORWARD

72764>4554

C: Z:

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

Ö ×

Received by (Printed Name)

☐ Agent☐ Addressee☐ C. Date of Delivery

Is delivery address different from item 1? If YES, enter delivery address below:

□ U Negs

Attach this card to the back of the mailpiece. or on the front if space permits.

Article Addressed to:

3911 Luvene Springdale, AR 72762-6561 Tommy G. Clowers



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

9589 OT10 5270 3185 7794 2. Article Number (Transfer from service label)

3. Service 177
Adult Signature

Adult Signature Restricted Delivery

Certified Maile

Certified Maile

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®
☐ Registered Mail in
☐ Registered Mail Restricted
☐ Delivery
☐ Signature Confirmation™
☐ Signature Confirmation
☐ Signature Restricted Delivery

Domestic Return Receipt

Page 201

ORDINANCE NO.
AN ORDINANCE AUTHORIZING THE CITY
CLERK TO FILE A LIEN FOR THE RAZING
AND REMOVAL OF A STRUCTURE WITHIN
THE CITY OF SPRINGDALE, ARKANSAS,
LOCATED AT 836 JAY LANE, SPRINGDALE,
ARKANSAS: AND DECLARING AN EMERGENCY

WHEREAS, Barbara Sue Reddell, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows ("the Property"):

LAYMAN'S DESCRIPTION: 836 Jay Lane (Parcel No. 815-29819-010)

PARCEL NO.: Parcel No. 815-29819-010

WHEREAS, on June 10, 2025, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 6096 ordering the owner of ("the Property") to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property.

WHEREAS, Ordinance No. 6096 provided that said work was to be commenced within ten (10) days and was to be completed within thirty (30) days from the passage of the ordinances, and that if the work was not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, was directed to cause the aforesaid structure to be razed (demolished) and removed.

WHEREAS, Barbara Sue Reddell after being given proper notice of Ordinance No. 6096 and after being given adequate time to abate the situation on the property, failed to remove the dilapidated, unsightly and unsafe structure located on the aforesaid property.

WHEREAS, pursuant to Ordinance No. 6096, the Mayor's authorized representative caused the aforesaid structures to be razed (demolished) and removed.

WHEREAS, as shown on the attached Exhibit, the City expended the amount of Thirteen Thousand Nine Hundred Fifty-Eight Dollars (\$13,958.00) to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property.

WHEREAS, Ordinance No. 6096 provides that the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure said cost to be determined at a hearing before the City Council; and

WHEREAS, the property owner of record was given at least 30 days' written notice of the public hearing, as shown in the attached Exhibits, pursuant to Ark. Code Ann. §14-54-903(c)(6), which provides that: "(A) Notices shall be sent by regular mail and by certified mail, return receipt requested. (B) Notice to an owner is sufficient if sent to the owner's address of record on file with the applicable county treasurer, county collector, or county assessor";

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-56-203 and Ark. Code Ann. §14-54-904, the City Council certifies \$13,958.00, plus 10.00% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on the above-described property and collected accordingly.

<u>Emergency Clause</u>. 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 9th day of December, 2025.

	Mayor	
ATTEST:		
CITY CLERK		
APPROVED AS TO FORM:		
CITY ATTORNEY		

Unlimited Contractors LLC 2709 SE Otis Corley Dr Ste 3 Bentonville, AR 72712

 $\label{eq:controller} \mathcal{H} = \mathcal{H} = \frac{\partial}{\partial x_i} \frac{\partial}{\partial x_i} \frac{\partial}{\partial x_i} - \mathcal{H} = 0$

accounting@unlimitedcontractors.ne

+1 (479) 208-4892



Bill to
City of Springdale - CO Building
Department
836 Jay Lane
Springdale, AR 72764

Invoice details

Invoice no.: 10659 Terms: Net 30

Invoice date: 10/14/2025 Due date: 11/13/2025

#	Product	or servi	ce
---	---------	----------	----

Description

Qty

1

Rate

Amount

1. Labor

836 Jay Lane

\$13,958.00

\$13,958.00

Total

\$13,958.00

VISA 6 600 VINE PROPER VINITARE

The City Council of the City of Springdale met in regular session on Tuesday, November 25, 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 (Absent)

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 (Absent)

Mark Fougerousse Ward 4, Position 2
Ernest Cate City Attorney
Sabra Jeffus City Clerk/Treasurer

Department heads present:

Sharon Tromburg

Mike Chamlee

Derek Wright

Blake Holte

Director of Planning

Buildings Director

Chief of Police

Fire Chief

Ben Peters Director of Engineering
Colby Fulfer Chief of Staff (via Zoom)
Anna McKinney Deputy Chief of Staff
John Oliver Neighborhood Services

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the November 10, 2025 City Council meeting be approved as presented. Council Member Powell made the second.

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

PUBLIC HEARING

A Public Hearing was held on an Ordinance authorizing the issuance of Industrial Development Revenue Bonds, presented by Ernest Cate, City Attorney.

No one from the public came forward on this matter so Mr. Cate closed the Public Hearing.

A Public Hearing was held on an Ordinance vacating a portion of two Utility Easements, presented by Ernest Cate, City Attorney.

No one from the public came forward on this matter so Mr. Cate closed the Public Hearing.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Overton 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 Powell made the second.

After the vote was taken, the motion carried 6-0

RESOLUTION NO. 189 – 25: AMENDING RESOLUTION NO. 167-24, APPROVING THE REAPPOINTMENT OF PHILIP TALDO TO THE NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY.

Chief of Staff Colby Fulfer read & presented the Resolution. The Resolution is being amended due to an error in the ending date of Mr. Taldo's term.

RESOLUTION NO. 189-25

A RESOLUTION AMENDING RESOLUTION NO. 167-24, APPROVING THE REAPPOINTMENT OF PHILIP TALDO TO THE NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY

WHEREAS, a Resolution was brought forward and approved by Council on December 10, 2024, reappointing Philip Taldo to the Northwest Arkansas Regional Airport Authority, with a term set to expire on December 31, 2030, and

WHEREAS, an error was made on the date of which the term expires and needs to be amended to reflect the correct expiration date for Mr. Taldo's term.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Resolution 167-24, approving the reappointment of Philip Taldo to the Northwest Arkansas Regional Airport Authority, with a term set to expire on December 31, 2030, is hereby amended.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 189-25.

PLANNING COMMISSION REPORT

ORDINANCE NO. 6161 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-54) CERTAIN LANDS LOCATED AT 5089 CENTRAL DRIVE FROM AN AGRICULTURAL DISTRICT (A-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered <u>6161</u>.

Item 10B was a proposed Ordinance, amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-63) certain lands located at 702 S. West End Street from an Institutional District (P-1) to a Low/Medium Density Single-Family Residential District (SF-2) within Springdale, Arkansas. Sharon Tromburg read and presented. The Buyer, Isaac Mooneyhan, came forward to speak, as well as Brandon Adam, President of Alliance Healthcare and Cliff McKinney, attorney representing the neighbor that filed the lawsuit.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance be forwarded back to Planning Commission because of pending litigation. Council Member Lawson made the second.

After the vote was taken, motion carried 5-1. Council Member Fougerousse voted no.

ORDINANCE NO. 6162: AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-64) CERTAIN LANDS LOCATED AT 805 S. WEST END STREET FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO A NEIGHBORHOOD COMMERCIAL DISTRICT (C-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 Overton moved the Ordinance "Do Pass" with an Emergency Clause. Council Member Powell made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6162.

RESOLUTION NO. 190 – 25; APPROVING A CONDITIONAL USE (C25-06) FOR JITOBON LANLON AOG, MARSHALLESE CHURCH AT 3020 W. HUNTSVILLE AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 190-25

A RESOLUTION APPROVING A CONDITIONAL USE (C25-06) FOR JITOBON LANLON AOG, MARSHALLESE CHURCH AT 3020 W. HUNTSVILLE AVENUE AS SET FORTH IN ORDINANCE NO. 4030

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

WHEREAS, the Planning Commission held a public hearing on November 4, 2025, on a request by Jitobon Lanlon AOG, Marshallese Church, for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2).

WHEREAS, following the public hearing, the Planning Commission, by a vote of eight (8) yes and zero (0) nays, recommends that a conditional use be granted to Jitobon Lanlon AOG, Marshallese Church, with the following conditions:

- 1. Shared parking agreement as follows: Shared parking with 2988 W. Huntsville Ave. may occur on Wednesday evenings and weekends.
- 2. Must observe the provisions of the City's adopted noise standards.
- 3. Meet all building and fire code provisions.
- 4. No sign shall be erected, maintained, or utilized within the city except by a permit issued by the chief city inspector.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use with the following conditions:

- 5. Shared parking agreement as follows: Shared parking with 2988 W. Huntsville Ave. may occur on Wednesday evenings and weekends.
- 6. Must observe the provisions of the City's adopted noise standards.
- 7. Meet all building and fire code provisions.
- 8. No sign shall be erected, maintained, or utilized within the city except by a permit issued by the chief city inspector.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 190-25.

RESOLUTION NO. 191 – 25; APPROVING A WAIVER (W25-41) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO FENG SITE MODIFICATION IN CONNECTION WITH N25-33, A NON-LARGE DEVELOPMENT.

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 191-25

A RESOLUTION APPROVING A WAIVER (W25-41) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO FENG SITE MODIFICATION IN CONNECTION WITH N25-33, A NON-LARGE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-41) 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 (W25-41) of street improvements to North Thompson Street, Moody Avenue, & Woods Drive, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-33, a Non-Large Development for the Feng Site Modification, 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 Thompson Street, Moody Avenue, & Woods Drive, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-33, a Non-Large Development for Feng Site Modification.

Council Member Fougerousse moved the Resolution be adopted, with Option 1. Council Member Overton made the second.

After the vote was taken, motion carried 6-0, **Option 1.**

The Resolution was numbered <u>191-25</u>.

RESOLUTION NO. 192 – 25; APPROVING A WAIVER (W25-42) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO TRADE PRO IN CONNECTION WITH L25-33, A LARGE-SCALE DEVELOPMENT.

Sharon Tromburg read and presented the Resolution. Nick with ESI spoke on behalf of the developer.

RESOLUTION NO. 192-25

A RESOLUTION APPROVING A WAIVER (W25-42) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO TRADE PRO IN CONNECTION WITH L25-33, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-42) 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 (W25-42) of street improvements to Oak Grove Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-33, a Large-Scale Development for Trade Pro, 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 2: Denies a waiver of street improvements to Oak Grove Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-33, a Large-Scale Development for Trade Pro.

Council Member Watson moved the Resolution be adopted, **Option 2**. Council Member Lawson made the second.

After the vote was taken, motion carried 6-0, with **Option 2**.

The Resolution was numbered 192-25.

RESOLUTION NO. 193-25; APPROVING A WAIVER (W25-43) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO WILLIAM PRESLEY IN CONNECTION WITH 4001 DIXON STREET, A SINGLE-FAMILY DWELLING.

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 193-25

A RESOLUTION APPROVING A WAIVER (W25-43) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO WILLIAM PRESLEY IN CONNECTION WITH 4001 DIXON STREET, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W25-43) 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 (W25-43) of street improvements to Dixon Street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 4001 Dixon Street, 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 Dixon Street, including sidewalks in connection with 4001 Dixon Street, a Single-Family Dwelling.

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

After the vote was taken, motion carried 5-1, with Option 1. Council Member Fougerousse voted no.

The Resolution was numbered 193-25.

<u>A RESOLUTION</u> approving a waiver (W25-44) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Paramount Metals in connection with L25-26, a Large-Scale Development, was read and presented by Sharon Tromburg.

Council Member Watson moved the Resolution be tabled to the City Council Meeting on December 9. Council Member Overton made the second.

After the vote was taken, motion carried 6-0, to table the Resolution.

FINANCE COMMITTEE

RESOLUTION NO. 194-25; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR TESTING SERVICES ON SPRINGDALE STREET RECONSTRUCTIONS, PHASE 1 (23BPS11)

Committee Chairman Jeff Watson read and Ben Peters presented.

RESOLUTION NO. 194-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR TESTING SERVICES ON SPRINGDALE STREET RECONSTRUCTIONS, PHASE 1 (23BPS11)

WHEREAS, the City of Springdale is in need of testing services for the first phase of the Springdale Street Reconstructions project;

WHEREAS, McClelland Consulting Engineers, Inc. performed the geotechnical engineering work for this project;

WHEREAS, the price not to exceed amount for professional testing services shall be \$29,610.00.

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 McClelland Consulting Engineers, Inc. for testing services to be paid from the 2023 Street Bond Fund.

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

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 194-25.

RESOLUTION NO. 195-25; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM PORFIRIA MILLAN FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

Council Member Watson read the Resolution. City Attorney Ernest Cate presented.

RESOLUTION NO. 195-25

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM PORFIRIA MILLAN FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Porfiria Millan, also known as Washington County Tax Parcel No. 815-27727-001, located at 300 West Sunset, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, the City's estimate of compensation for the Property, as determined by an appraisal, is \$640,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$714,777.00 to acquire the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$74,777.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 300 W. Sunset for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Porfiria Millan, for the total sum of \$714,777.00 to be paid from the 2023 Street Bond.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 195-25.

RESOLUTION NO. 196-25; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM HUMBERTO CAMARENA FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

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

RESOLUTION NO. 196-25

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM HUMBERTO CAMARENA FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Humberto Camarena, also known as Washington County Tax Parcel No. 815-22502-000, located at 1022 Crutcher Street, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, the City's estimate of compensation for the Property, as determined by an appraisal, is \$205,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$260,000.00 to acquire the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$55,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 1022 Crutcher Street for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Humberto Camarena, for the total sum of \$260,000.00 to be paid from the 2023 Street Bond.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered <u>196-25</u>.

COMMITTEE OF THE WHOLE

ORDINANCE NO. 6163: AUTHORIZING THE ISSUANCE OF AN INDUSTRIAL DEVELOPMENT REVENUE BOND UNDER THE AUTHORITY OF ACT NO. 9 OF 1960, AS AMENDED, FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY WITHIN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN THE CITY, AS LESSOR, AND TYSON POULTRY, INC. OR AN AFFILIATE THEREOF, AS LESSEE; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR PAYMENTS IN LIEU OF TAXES; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS RELATING TO THE ISSUANCE OF THE BOND; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Mike Overton read and Ernest Cate presented the Ordinance. Mayor Sprouse called attention to a letter from Superintendent of Springdale Schools, Dr. Jared Cleveland, stating his support of the Ordinance.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6163.

RESOLUTION NO. 197 – 25; REQUESTING INFORMATION FROM THE SPRINGDALE WATER & SEWER COMMISSION AND SPRINGDALE WATER UTILITIES TO AID IN THE DETERMINATION IF AMENDMENTS TO THE CURRENT WATER AND SEWER RATE ORDINANCES ARE FEASIBLE AND PRACTICAL.

Mike Overton read the Resolution and Ernest Cate presented.

RESOLUTION NO. 197-25

A RESOLUTION REQUESTING INFORMATION FROM THE SPRINGDALE WATER & SEWER COMMISSION AND SPRINGDALE WATER UTILITIES TO AID IN THE DETERMINATION IF AMENDMENTS TO THE CURRENT WATER AND SEWER RATE ORDINANCES ARE FEASIBLE AND PRACTICAL.

WHEREAS, on November 26, 2024, the Springdale City Council passed Ordinance No. 6021, which established and set rates for sanitary sewer service in the City of Springdale; and, passed Ordinance No. 6022, which established and set water rates to be charged by the City of Springdale (collectively "the Rate Ordinances");

WHEREAS, the Rate Ordinances were passed in order to maintain the operation and maintenance of wastewater facilities, to provide the revenue required for future expansion and improvements to the city's wastewater facilities, and recognized progressive cost advances in water purchases, general operating expenses, and capital improvements;

WHEREAS, the Rate Ordinances established the water and sewer rates to be assessed beginning January 1, 2025, and identified the rate schedules to be implemented for successive years, with each respective rate adjustment occurring on October 1st of each year for 2025, 2026, 2027, and 2028;

WHEREAS, the Springdale City Council wishes to determine if the Rate Ordinances may be amended in order to provide a rate freeze or a discounted rate to senior citizens, much like is currently being utilized in other municipalities in Arkansas; is utilized in the City's current

solid waste collection contract; and, is utilized in real estate taxes pursuant to Amendment 79 of the Arkansas Constitution; and,

WHEREAS, the Springdale City Council desires that the Springdale Water & Sewer Commission and Springdale Water Utilities provide certain information to the Springdale City Council to aid in the determination if amendments to the Rate Ordinances are feasible and practical.

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

- **Section 1.** The Springdale Water & Sewer Commission and Springdale Water Utilities are hereby requested to provide information regarding:
 - -The number of residential accounts who are billed a "Senior Rate" pursuant to the City's current solid waste collection contract, and how the determination is made to apply the "Senior Rate";
 - -The number of residential water accounts for individuals over the ages of 62, 65, and 68;
 - -The total number of residential water accounts;
 - -The total annual revenues collected from residential water accounts;
 - -The total amount of reserves; and,
 - -How much funds were paid on bond attorney fees and bond sales commissions in the latest water/sewer bond issue(s).
- **Section 2.** The City Clerk is hereby directed to transmit a copy of this Resolution to the Executive Director of Springdale Water Utilities and to the Chair of the Springdale Water & Sewer Commission.

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

After the vote was taken, motion carried 6-0.

The Resolution was numbered 197-25.

ORDINANCE NO. 6164: VACATING AND ABANDONING A PORTION OF TWO UTILITY EASEMENTS, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

City Attorney Ernest Cate 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 Fougerousse made the second.

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered <u>6164</u>.

RESOLUTION NO. 198-25; SETTING A HEARING DATE ON A PETITION TO ABANDON A STORM DRAINAGE EASEMENT ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

City Attorney Ernest Cate read and presented the Resolution.

RESOLUTION NO. 198-25

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO ABANDON A STORM DRAINAGE EASEMENT ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, Cargill Meat Solutions Corporation, has petitioned for the abandonment of the entirety of a storm drainage easement, said easement having been filed for record on May 5, 1997, as File No. 97028760 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

STORM DRAINAGE EASEMENT VACATION DESCRIPTION:

A strip of land commencing at a found concrete monument which is 15.49 feet West of the Southeast corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25 as established by a survey plat filed in Book "A" at page 146; thence South 89 degrees 59' 58" West 1.64 feet to the West Right-of-Way of Jefferson Street being the Point of Beginning; thence South 89 degrees 59' 58" West 283.67 feet; thence North 01 degrees 35' 36" East 156.56 feet; thence North 82 degrees 01' 52" West 417.37 feet to the East Right-of-Way of the Arkansas & Missouri Railroad; thence South 07 degrees 30' 33" West along said Railroad Right-of-Way 30.00 feet; thence South 82 degrees 01' 52" East 400.35 feet; thence South 01 degrees 35' 36" West 149.17 feet; thence North 89 degrees 59' 58" East 303.66 feet to the West Right-of-Way of said Jefferson Street; thence North 01 degrees 34' 39" East along said Right-of-Way 20.00 feet to the Point of Beginning.

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 easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that January 13, 2026, 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 Fougerousse moved the Resolution be adopted. Council Member Lawson made the second.

After the vote was taken, motion carried 6-0.

The Resolution was numbered <u>198-25</u>.

ORDINANCE NO. 6165: 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

City Attorney Ernest Cate read and presented the Ordinance.

SPRINGDALE CITY COUNCIL November 25, 2025

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

After the vote was taken, motion carried 6-0.

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

After the vote was taken, motion carried 6-0.

The Ordinance was numbered 6165

COMMENTS FROM COUNCIL MEMBERS

Jeff Watson announced there would be some changes to the budget at the next committee meeting on December 1. Be prepared for further discussion and forwarding to the City Council meeting on December 9.

COMMENTS FROM DEPARTMENT HEADS

Police Chief Derek Wright spoke on the FLOCK system, stating that with just 3 cameras in place, Springdale PD has solved dozens of cases. More cameras will be installed in the coming weeks.

ADJOURNMENT

Council Member Overton made a motion to adjourn. After a voice vote of all ayes and no nays, the meeting adjourned at 7:13 p.m.

	Doug Sprouse, Mayor	
Sabra Jeffus, City Clerk/Treasurer	_	