- **The next City Council Committee Meeting will be Monday, October 19th, 2026.**
- **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, October 13th, 2026

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance
Invocation – Councilman Brian Powell

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, September 22nd, 2026.** Pgs. 59-69

6. Procedural Motions
   - **A.** Entertain Motion to read all Ordinances and Resolutions by title only.
   - **B.** Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s)* ***9; 10*** *(Motion must be approved by two-thirds (2/3) of the council members).*

7. Committee of the Whole – Item (s) forwarded with recommendation for approval

A. ***A Resolution*** of the City Council of Springdale, Arkansas certifying local government endorsement of Tyson Poultry, Inc. to participate in the tax back program (as authorized by section 15-4-2706(d) of the Consolidated Incentive Act of 2003). Presented by Anna Bagwell, Director of Economic Development. Pgs. 1-3

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

A. ***A Resolution*** amending the 2026 Budget of the City of Springdale Animal Shelter to accept grant funds from Best Friends Animal Society for improvements to the outdoor dog runs. Presented by Laura Morrow, Animals Services Director. Pg. 2

B. ***A Resolution*** amending the 2026 Budget of the City of Springdale Animal Shelter to accept grant funds from Best Friends Animal Society for spay and neuter services. Presented by Laura Morrow, Animals Services Director. Pg. 3

C. ***A Resolution*** authorizing the City of Springdale to purchase new lounge chairs for the Springdale Public Library; and for other purposes. Presented by Anne Gresham, Library Director. Pgs. 4-16

D. ***A Resolution*** authorizing the execution of a construction contract for the Rabbit Foot Trail, Phase II. Presented by Ben Peters, Engineering Director. Pgs. 17-18

E. ***A Resolution*** authorizing the execution of a professional services contract for the creation of a citywide 2D stormwater model. Presented by Ben Peters, Engineering Director. Pgs. 19-28

F. ***A Resolution*** to levy Benton County ad valorem taxes of the City of Springdale, Arkansas. Presented by Sabra Jeffus, City Clerk. Pg. 29

G. ***A Resolution*** to levy Washington County ad valorem taxes of the City of Springdale, Arkansas. Presented by Sabra Jeffus, City Clerk. Pgs. 30-31

9. ***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. Presented by Garrett Harlan, City Attorney. Pgs. 32-42

10. ***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. Presented by Garrett Harlan, City Attorney. Pgs. 43-58

11. Comments from Council Members.
12. Comments from Department Heads.
13. Comments from City Attorney.
14. Comments from Mayor.
15. Adjournment.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF SPRINGDALE, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF TYSON POULTRY, INC. TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, Tyson Poultry, Inc. located at 703 E. Randall Wobbe Lane, Springdale, AR 72764, has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, Tyson Poultry, Inc. has agreed to furnish the local government all necessary information for compliance.

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

Section 1. Tyson Poultry, Inc. be endorsed by the City Council of Springdale for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003

Section 2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Tyson Poultry, Inc

Section 3. This resolution shall take effect immediately

PASSED AND APPROVED, this 13th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED:

_____
Garrett Harlan, City Attorney

RESOLUTION NO.

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE ANIMAL SHELTER TO ACCEPT GRANT FUNDS FROM BEST FRIENDS ANIMAL SOCIETY FOR IMPROVEMENTS TO THE OUTDOOR DOG RUNS

WHEREAS, the City of Springdale Animal Shelter has been awarded the Springdale Fence Grant from Best Friends Animal Society in the amount of $14,000.00, and

WHEREAS, the Animal Shelter obtained four (4) quotes to replace the existing four-foot fencing in the outdoor dog runs with six-foot fencing to improve the safety and usability of the outdoor areas, and

WHEREAS, the increased fence height will help prevent dogs from jumping over or escaping from the outdoor runs, allowing the areas to be used more effectively, and

WHEREAS, the improvements will allow shelter dogs to spend additional time outside for exercise, enrichment, and play groups, positively impacting the animals' mental well-being, and

WHEREAS, the improvements will also assist Animal Shelter staff by allowing dogs to safely utilize the outdoor runs while staff perform daily kennel cleaning and other duties, and

WHEREAS, the grant funds will result in a budget increase of $14,000.00 to the *Buildings & Grounds* account.

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

SECTION 1. The 2026 budget of the City of Springdale Animal Shelter is hereby amended as follows:

Department	Account No.	Description	Present Budget	Increase	Proposed Budget
Animal Services	101-0104-425.51-01	Buildings & Grounds	$70,000.00	$14,000.00	$84,000.00

SECTION 2. The City of Springdale is hereby authorized to accept grant funds from Best Friends Animal Society in the amount of $14,000.00 for improvements to the outdoor dog runs at the Springdale Animal Shelter.

PASSED AND APPROVED this 13th day of October, 2026.

_____

Doug Sprouse, MAYOR

ATTEST:

_____

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO.

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE ANIMAL SHELTER TO ACCEPT GRANT FUNDS FROM BEST FRIENDS ANIMAL SOCIETY FOR SPAY AND NEUTER SERVICES

WHEREAS, the City of Springdale Animal Shelter has been awarded the Springdale Spay/Neuter Grant from Best Friends Animal Society in the amount of $20,000.00, and

WHEREAS, the grant funds will be used to provide spay and neuter services for dogs and cats adopted from the Springdale Animal Shelter for the remainder of 2026, and

WHEREAS, the grant will assist the Animal Shelter in bridging the gap between its current budget and the current need for spay and neuter services, and

WHEREAS, the grant funds will result in a budget increase of $20,000.00 to the Spay/Neuter Grant account.

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

SECTION 1. The 2026 budget of the City of Springdale Animal Shelter is hereby amended as follows:

Department	Account No.	Description	Present Budget	Increase	Proposed Budget
Animal Services	101-0104-425.70-18	Spay/Neuter Grant	$45,000.00	$20,000.00	$65,000.00

SECTION 2. The City of Springdale is hereby authorized to accept grant funds from Best Friends Animal Society in the amount of $20,000.00 for spay and neuter services for dogs and cats adopted from the Springdale Animal Shelter.

PASSED AND APPROVED this 13th day of October, 2026.

_____

Doug Sprouse, MAYOR

ATTEST:

_____

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE TO PURCHASE NEW LOUNGE CHAIRS FOR THE SPRINGDALE PUBLIC LIBRARY; AND FOR OTHER PURPOSES

WHEREAS, the Springdale Public Library currently has thirty-six (36) lounge chairs that were originally purchased in 1999 and reupholstered in 2013, and

WHEREAS, the Springdale Public Library has identified a need to replace the existing lounge chairs with new furniture that is easier to clean and maintain, and

WHEREAS, quotes were received for the purchase of thirty-six (36) replacement lounge chairs, and

WHEREAS, Innovative Business Interiors submitted a quote in the amount of $39,969.36 for twenty-eight (28) armless lounge chairs and eight (8) lounge chairs with arms, including power, delivery, installation, applicable surcharge, and tax, and

WHEREAS, funds for this purchase will be paid from the City's Unrestricted General Fund.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute any necessary documents for the purchase of thirty-six (36) new lounge chairs from Innovative Business Interiors, in an amount not to exceed $39,969.36, for the Springdale Public Library.

SECTION 2. Funding for the purchase shall be paid from the City's Unrestricted General Fund.

PASSED AND APPROVED this 13th day of October, 2026.

_____
Doug Sprouse, MAYOR

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

DEPARTMENT FUNDING REQUEST

Department: Springdale Public Library	Date: 9/10/2026
Point of Contact: Anne Gresham	Amount Requested: $ 39,969.36
Date to be Presented to Committee: 10 /05 /2026	
Brief Description of Funding Request: Replacement for 36 library lounge chairs, originally purchased in 1999 and reupholstered in 2013. Seeking pieces with fewer crevices and vinyl fabric.	
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund	
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: Anne Gresham	☐ $42,921.00 + Requires Bid
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source

Library Chair Quote Comparison			
	L&M	**Innovative Business Interior**	**Image Works**
Armed Chairs	$ 1,057.27	$ 1,153.87	1562.4
Armless Chairs	$ 912.23	$ 842.96	1296.96
Power Included	no, but can be installed in the future	yes	no (power available, using least expensive numbers for comparison)
Armed Quantity	8	8	8
Armless Quantity	28	28	28
Color / Pattern Selection	Wide	Wide	Wide
Chairs Subtotal	$ 34,000.60	$ 32,833.84	$ 48,814.08
Delivery/Install	$ 2,160.00	$ 2,271.36	unknown
Tariffs	$ 1,530.03	$ 1,313.35	unknown
Tax	$ 3,525.66	$ 3,550.81	$ 4,759.37
Project Total	**$ 41,216.29**	**$ 39,969.36**	**$ 53,573.45**

PLANNING PROPOSAL

Replacement Lounge Chairs NO POWER

L&M Office Furniture
your workplace is our business

Quote Number: 46720
Customer Account:
Issue Date: 9/8/2026
Valid 30 Days
Erika Willis
479-957-4581
erikaw@lmoffices.com

SOLD TO
Anne Gresham
Springdale Public Library
405 S. Pleasant St.
Springdale, AR 72764
479-750-8180

INSTALL AT
Anne Gresham
Springdale Public Library
405 S. Pleasant St.
Springdale AR 72764
479-750-8180

C022 HON OMNIA Public #R240117; Member ID #5198048

ITEM	ROOM #	IMAGE	QTY	MFG.	PRODUCT NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
A	**GROVE-ARMLESS**							
1	A GROVE-ARMLESS		28	HON	HML1S Grove Single Seat Lounge	$2,258.00 DISCOUNT FROM LIST	$912.23 -59.60000	$25,542.44
					Select Arm Type .N Armless Select Upholstery $(3) Grade 3 Uph Grade 3 Fab .SX Moxie Moxie 02 Bayou Grove Leg Opt .TS Tapered Square Leg Select Leg Color .PR8 Silver Texture			
							Subtotal for A GROVE-ARMLESS	**$25,542.44**
B	**GROVE-WITH ARMS**							
2	B GROVE-WITH ARMS		8	HON	HML1S Grove Single Seat Lounge	$2,617.00 DISCOUNT FROM LIST	$1,057.27 -59.60000	$8,458.16
					Select Arm Type .A Straight Select Upholstery $(3) Grade 3 Uph Grade 3 Fab .SX Moxie Moxie 01 Cobalt Grove Leg Opt .TS Tapered Square Leg Select Leg Color .PR8 Silver Texture			
							Subtotal for B GROVE-WITH ARMS	**$8,458.16**
							Subtotal for	**$34,000.60**

ITEM	ROOM #	IMAGE	QTY	MFG.	PRODUCT NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
							SUBTOTAL	$34,000.60
					L&M Service: Receive, deliver, install & trash removal. One trip, normal hours M-F 8am-5pm		INSTALL	$2,160.00
							TARIFF-HON	$1,530.03
							Springdale 9.75% tax	$3,525.66
							GRAND TOTAL	$41,216.29

ITEM	ROOM #	IMAGE	QTY	MFG.	PRODUCT NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE

Terms & Conditions

Quotes: Special Order product will require a 50% Deposit or written Purchase Order from Open Accounts (those Accounts with prior credit approval). Written quotes are valid for 30 days unless otherwise noted and product is subject to all applicable Sales Taxes.

Deliveries: Customers requesting Delivery are expected to provide all building condition information pertinent to ensuring an effective and safe installation. Besides Floors, Stairs, Elevators and Doorway information, the area is expected to be empty and ready to receive the furniture delivery. Orders requiring Storage of more than 30 days will be charged a Storage Fee determined by the volume of product. Moving of existing furniture is not part of a normal delivery and can delay or postpone the delivery! If time allows, the moving of existing furniture will incur additional charges.

Customer Pick Ups: Upon request, L&M personnel will help load goods to be transported by a Customer. L&M will not be responsible for any damage to the goods which occur during transit. By signing the "Customer Pick-Up" document at L&M's place of business, Customer acknowledges and agrees that the goods are in the condition designated at the time of purchase and Customer accepts responsibility for any damage to the goods thereafter and will hold L&M harmless for any such damage.

Terms: Payment Terms for Open Accounts are Net 15 Days Cash or Check. Credit Card payment must be approved in advance. Delinquent payments may be accessed a "late fee" based on the total value of the Invoice(s) of 1% per month (any portion of a month constitutes one month).

Warranty: Manufacturer warranty information is available upon request. Customer should inspect the goods subject to this transaction and rely on his/her own experience and judgment regarding the quality, use and usefulness of the goods. Most manufacturers may replace product/parts at no charge, but transportation of goods is not included. Customers requesting delivery or pick-up will incur a delivery fee.
Customers purchasing products marked "Used", "As Is" or "Discontinued" understand and acknowledge that all warranties of any type and nature are disclaimed by the manufacturer and
L&M, including express warranties and implied warranties of merchantability, fitness for a particular purpose and usage of trade, in exchange for the Customer's special price consideration.

Returns: Signed customer Purchase Orders or deposits are considered intent to purchase, and are binding for special order product. A 50% restock fee, (of purchase price), will be charged for items ordered from the manufacturer and cancelled prior to receipt, or on products ordered and then returned to L&M within 30 days. Design, Installation and/or Delivery fees are not subject to re-stock fees or credit. Items retained by Customer beyond 30 days from the delivery/pick-up date are considered "used" and are not subject to return. However, L&M may, at its discretion, offer to purchase the "used" product back from Customer at prevailing market prices.

Signature: _____ Date: _____ PO #: _____

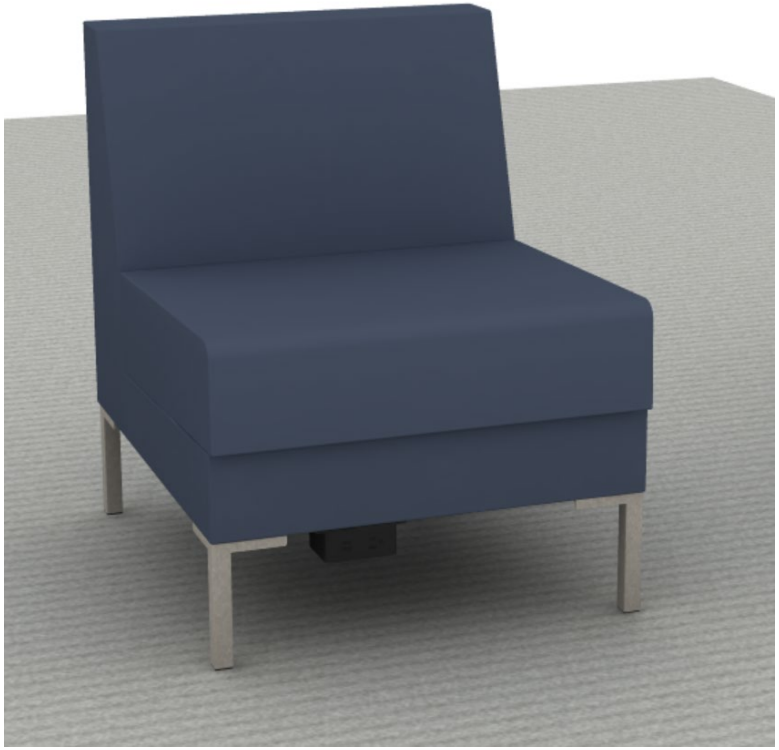
innovative
business interiors
MillerKnoll +

Springdale Public Library

Proposal 6091 - New Lounge Chairs
Springdale, AR | 9.10.26



innovative business interiors



Teekan Armless Lounge Chair with Power
Fabric: Momentum Carson CV, Indigo
Legs: Soft Nickel
Quantity: 28





Teekan Lounge Chair with Arms and Power
Fabric: Momentum Carson CV, Indigo
Legs: Soft Nickel
Quantity: 8



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Thank You

innovative
business interiors

3837 Elm Springs Rd
Springdale, Arkansas 72762
479.872.2100

The Only Certified MillerKnoll Dealer in Arkansas!

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Client Signature Date

innovative
business interiors

3837 Elm Springs Road
Springdale, Arkansas 72762
479.872.2100

PROPOSAL

DATE	PROPOSAL#
09/10/26	6091

VALID THROUGH:08/14/26
PROJECT#: 13-12

CUSTOMER:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764 PH#

PROJECT LOCATION:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764

SALESPERSON: Billy Johnson

TERMS: Net 30

PROPOSAL FOR: Springdale Public Library 36 New Lounge Chairs

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
1	36	EC30	Power Center - Under Mount	196.83	7,085.88
		B	B - Black EC30 Color		
		B	B - Black Cord Cord Color		
2	8	TK1611	Teekan Single Seat Lounge- 27 1/2d x 30 1/2w x 31h	957.04	7,656.32
		B	B - Grade B Fabric Grade Selection		
		Momentum	Momentum - Momentum Fabric Grade B Fabric Manufacturer Selection		
		Carson CV	Carson CV - Carson CV Momentum Grade B Fabrics		
		09582681	09582681 - Indigo Carson Cv Colors		
		PBC	PBC - Plain Back Back		
		PSC	PSC - Plain Seat Seat		
		MF	MF - Metal Foot Foot		
		MFS	MFS - Metal Finish Standard Metal Finish		
		SNK	SNK - Soft Nickel Metal Finish Standard		
		?	? - Undecided Arm Cap Arm Cap		
3	28	TK1613	Teekan Single Seat Lounge- Armless- 27 1/2d x 24-1/2w x 31h	646.13	18,091.64
		B	B - Grade B Fabric Grade Selection		
		Momentum	Momentum - Momentum Fabric Grade B Fabric Manufacturer Selection		
		Carson CV	Carson CV - Carson CV Momentum Grade B Fabrics		
		09582681	09582681 - Indigo Carson Cv Colors		
		CONTINUED...			

innovative
business interiors

3837 Elm Springs Road
Springdale, Arkansas 72762
479.872.2100

P R O P O S A L

DATE	PROPOSAL#
09/10/26	6091

VALID THROUGH:08/14/26
PROJECT#: 13-12

CUSTOMER:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764 PH#

PROJECT LOCATION:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764

PROPOSAL FOR: Springdale Public Library 36 New Lounge Chairs

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		PBC	PBC - Plain Back Back		
		PSC	PSC - Plain Seat Seat		
		MF	MF - Metal Foot Foot		
		MFS	MFS - Metal Finish Standard Metal Finish		
		SNK	SNK - Soft Nickel Metal Finish Standard		
4	1	Surcharge	JSI Surcharge	1,313.35	1,313.35
			Receive/Deliver/Install		

PRODUCT	34,147.19
INSTALL	2,271.36
TAX	3,550.81
TOTAL	39,969.36

ACCEPTED BY_____

DATE ACCEPTED_____

If paying w/credit card, a 3% processing fee will be applied.

Contract Terms and Conditions

- **PRODUCT APPROVAL**
  • The purchaser acknowledges the accuracy of all specifications—including furniture sizes, fabrics, and finishes—as shown in the approved proposal and furniture plan.
  • IBI is not responsible for errors or inaccuracies in specifications provided by third parties (architects, designers, contractors, or consultants not employed by IBI). The purchaser is responsible for reviewing and confirming all such specifications before ordering.
- **CONFIDENTIALITY & PRICING**
  • All drawings, specifications, presentations, and quotations are the confidential property of IBI and may not be shared or reproduced without written consent.
  • Pricing is valid for 30 days or until a manufacturer price increase, tariff, or surcharge occurs. Prices exclude sales tax unless noted.
- **ORDERING PROCESS & PAYMENT TERMS**
  • Orders under $10,000 require full payment at order placement.
  • Orders over $10,000 require a 50% deposit.
  • Order processing begins upon receipt of:
  – Signed quote and acceptance of these Terms and Conditions
  – Signed drawings, specifications, and finish schedule
  – Required deposit(s)
  • Missing documents or payments may delay processing.
  • Lead times begin 48–72 hours after receipt of signed documents and deposits; all lead times are approximate and controlled by the manufacturer.
  • Final payment is due upon initial delivery. Invoices are Net 30; a 3% monthly (36% annual) service charge may apply to past-due balances. Customers are responsible for all collection costs, including attorney fees.
  • Credit card payments incur a 3% processing fee.
  • All sales are final.
- **ORDER CHANGES & CANCELLATIONS**
  • Orders cannot be changed or canceled once placed with the manufacturer. Deposits are non-refundable.
- **DELIVERY & INSTALLATION**
  • Standard installation hours: Monday–Friday, 8:30 AM–4:30 PM.
  • Additional charges may apply for split or off-schedule deliveries.
  • Customer responsibilities:
  – Ensure site readiness, provide a site free of other trades, and allow accessible parking/offloading.
  – IBI is not responsible for the removal of existing furniture unless noted on the signed proposal.
  – IBI is not responsible for data/network cabling or for hiring electricians to hard-wire products.
- **DELIVERY RESCHEDULING**
  • Canceling or rescheduling within 72 hours of installation may result in a fee equal to 2% of the selling price.
- **DIRECT SHIPMENTS**
  • For large projects, IBI may coordinate direct manufacturer shipments to the job site to reduce handling time and cost.
- **STORAGE / HELD ORDERS**
  • If the job site is not ready per these Terms and Conditions, monthly storage is available at 3% of the selling price plus labor charges.
  • Payment terms:
  – 75% of the invoice is due within 10 days of transfer to storage
  – Balance due upon installation
  • Products held due to site delays will remain boxed. IBI sequences orders based on expected installation timelines and is not responsible for concealed damage found outside the manufacturer's claim window. Replacement costs are the customer's responsibility.
- **RETURNS**
  • All products are made to order and non-returnable.
  • Returns require prior written approval from IBI's owner and are subject to a 35% restocking fee plus labor and freight charges.
- **WARRANTY**
  • IBI follows warranty terms set by each manufacturer. All warranty coverage—including duration, scope, and exclusions—is determined solely by the manufacturer. IBI will assist with claims, but repair or replacement decisions rest with the manufacturer.
  • Warranty excludes damage from misuse, improper third-party installation, unauthorized repairs, alterations, or everyday wear.
- **FORCE MAJEURE**
  • IBI is not liable for delays or failure to perform due to events beyond its control, including natural disasters, acts of God, labor strikes, material shortages, manufacturer delays, pandemics, transportation disruptions, or government actions.

_____ _____

Client Signature Date





Global Calidon
Optional Power unit on one side

Chairs with power $1448.16 each
Chairs without power $1342.74 each







Sit On It Lumo
Arms or armless
Clean out seat, Power unit available

Club chair with arms: $1562.40 each
Armless chair: $1296.96 each

Power unit: $168 each

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR RABBIT FOOT TRAIL, PHASE II

WHEREAS, sealed bids were received on September 28th, 2026 at 2:00 p.m. for the construction of Rabbit Foot Trail, Phase II, and;

WHEREAS, five bids were received with Diamond C Construction being the low bidder for the project at $173,192.95;

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 Diamond C Construction for construction of Rabbit Foot Trail, Phase II for $173,192.95 to be paid for out of the 2026 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 October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____
_____
Garrett Harlan, City Attorney

Bid Tabulation
Rabbit Foot Trail, Phase II
City of Springdale, AR
9/28/2026 2:00 PM CST

				Diamond C Construction		Steep Creek, LLC		Ground Zero Construction, Inc.		NEC, Inc.		Legacy Construction Management, Inc.	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Excavation	CY	400	$11.00	$4,400.00	$37.00	$14,800.00	$25.00	$10,000.00	$50.00	$20,000.00	$41.66	$16,664.00
2	4" Class 7 Aggregate Base	SY	2,130	$8.39	$17,870.70	$9.47	$20,171.10	$9.00	$19,170.00	$13.50	$28,755.00	$17.70	$37,701.00
3	12' Concrete Trail - 4" Depth	LF	1,575	$82.99	$130,709.25	$128.00	$201,600.00	$107.00	$168,525.00	$74.50	$117,337.50	$77.49	$122,046.75
4	Undercut & Backfill	CY	100	$1.00	$100.00	$71.00	$7,100.00	$50.00	$5,000.00	$60.50	$6,050.00	$39.05	$3,905.00
5	Demo & Remove Existing Sidewalk	LF	225	$5.00	$1,125.00	$5.78	$1,300.50	$40.00	$9,000.00	$15.00	$3,375.00	$9.76	$2,196.00
6	Grading	SY	2,000	$3.59	$7,180.00	$5.80	$11,600.00	$5.00	$10,000.00	$5.00	$10,000.00	$5.86	$11,720.00
7	Clearing & Grubbing	LS	1	$2,300.00	$2,300.00	$11,500.00	$11,500.00	$5,000.00	$5,000.00	$1,605.00	$1,605.00	$12,500.00	$12,500.00
8	Sodding	SY	900	$8.00	$7,200.00	$8.33	$7,497.00	$8.00	$7,200.00	$10.00	$9,000.00	$7.81	$7,029.00
9	4" Depth Concrete Trail Tie-In at Lodge	SY	20	$69.00	$1,380.00	$106.70	$2,134.00	$110.00	$2,200.00	$107.00	$2,140.00	$76.80	$1,536.00
10	4" Depth 6' Sidewalk Tie-In at Pavilion	LF	12	$69.00	$828.00	$100.20	$1,202.40	$150.00	$1,800.00	$144.00	$1,728.00	$38.73	$464.76
11	Mobilization	LS	1	$100.00	$100.00	$10,600.00	$10,600.00	$7,500.00	$7,500.00	$7,670.00	$7,670.00	$3,250.00	$3,250.00
Bid Total:					**$173,192.95**		$289,505.00		**$245,395.00**		**$207,660.50**		**$219,012.51**



Certified By:

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT FOR THE CREATION OF A CITYWIDE 2D STORMWATER MODEL

WHEREAS, the City of Springdale Engineering Department desires that a citywide stormwater model be created for use in long-term Engineering and Planning; and

WHEREAS, Professional Services are needed for data collection, model development, calibration, and staff training; and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Freese and Nichols, Inc. (FNI) as the most qualified engineering firm for this project; and

WHEREAS, the contract has been submitted for approval with a fee not to exceed $89,800.00.

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

Section 1. Expenditures for this project will be paid from the 2026 Engineering Budget.

Section 2. The Mayor and City Clerk are authorized to execute a professional services agreement with Freese and Nichols, Inc (FNI) in the amount of $89,800.00 for the creation of a citywide 2D stormwater model.

Section 3. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

PASSED AND APPROVED BY THE _____ CITY COUNCIL ON THE __ DAY OF ____, 2026.

_____

Doug Sprouse, Mayor

ATTEST: _____

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____

Garrett Harlan, City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF ARKANSAS §

COUNTY OF WASHINGTON §

This Agreement is entered into by City of Springdale, Arkansas (CITY) and Freese and Nichols, Inc. (FNI). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Citywide 2D Stormwater Modeling.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client, which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of $89,800.00.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.

V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.

VI. **EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date on which the last party signs below.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings. This Agreement is to be executed in two counterparts.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

CITY OF SPRINGDALE, ARKANSAS		**FREESE AND NICHOLS, INC.**	
By:	_____	By:	Jason Cocklin
Name:	_____	Name:	Jason Cocklin, PE, BCEE
Title:	_____	Title:	Vice President
Date:	_____	Date:	September 10, 2026
Attest:	_____	Attest:	Paula Durant

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

GENERAL OVERVIEW

This Project consists of the development of a city-wide stormwater model for the City of Springdale, Arkansas (City), including the development of a 2D HEC-RAS model with rain-on-mesh hydrology, comparison of the city-wide model to existing FEMA modeling and a historic stream gauge, and a brief technical memorandum summarizing the results. The model will be used by the city to identify areas of flooding risk, potential impacts to future development, and provide a basis for future stormwater planning.

BASIC SERVICES

TASK A: PROJECT/QUALITY MANAGEMENT

1. PM/Monthly Reporting/Invoicing
2. Kickoff Meeting with City Staff (in-person)
3. Three (3) periodic progress meetings with the City to review findings (at least two [2] FNI staff will be in person for one [1] of the meetings. The other two [2] meetings will be conducted virtually)
4. Quality management plan and quality management/assurance reviews

Deliverables: Meeting materials and minutes documenting discussions.

TASK B: DATA COLLECTION

1. Obtain and review available pertinent data for the Project, including record drawings and previous studies provided by the City.
2. FNI will work with the City to identify areas of flooding concern where more detailed structure information should be collected and modeled, as described in Task C.
3. Conduct site visits to observe and document existing conditions. This scope includes one (1) day for field reconnaissance and structure measurement; if additional field time is necessary, Additional Services may be requested.

Deliverables: Field reconnaissance photographs and measurement forms

TASK C: CITYWIDE MODEL DEVELOPMENT

1. FNI will develop rain-on-mesh hydrologic and 2D surface-low hydraulic analysis of the major drainage systems in the City of Springdale using HEC-RAS. Existing conditions design discharges will be developed for standard design storms including the 2-, 5-, 10-, 25-, 100-, and 500-year storm events.
2. FNI will incorporate up to two (2) major road crossing structures OR one (1) minor drainage system network, which includes up to four (4) inlets, the subsurface pipe network, and one (1) outfall, in City-identified areas of flooding concern from Task B. These structures will be incorporated into the hydraulic model using field measurements or FEMA floodplain model structure data, where available.
3. FNI will develop floodplain boundaries for 10- and 100-year events. No floodway analysis or mapping will be performed.

Deliverables: PDF figures with 10- and 100-year floodplain extents, hydrologic and hydraulic models

TASK D: CALIBRATION

1. FNI will compare the model results to existing FEMA mapping, where available, and identify the areas where the modeling indicates the greatest differences in flow and floodplain extents when compared to the existing mapping.
2. FNI will calibrate the hydraulic model to one known historical rainfall event using historical data from the stream gauge in Spring Creek.

Deliverables: Hydrologic and hydraulic model output, existing conditions flood inundation mapping, and supporting digital data.

TASK E: SUMMARY OF RESULTS

1. FNI will prepare a technical memorandum summarizing the development and results of the 2D stormwater model.

Deliverables: Technical memo

ADDITIONAL SERVICES NOT INCLUDED IN BASIC SERVICES

Any Services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the City, are described as follows:

1. Field surveying required for the preparation of designs and drawings.
2. Inclusion of additional structures beyond those described in Task B and C of Basic Services.
3. Site visits in excess of the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
4. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, other than described in Article 1.
5. design, contract modifications, studies or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this Agreement.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and as presented in Attachment SCH, agrees to complete the Services in **nine (9) months from Notice to Proceed.**

Springdale City-wide 2D Stormwater Model - Project Schedule

	Task #	Project Task	Duration (Mos)	August		September		October		November		December		January		February		March		April		May		June		July	
				M1		M2		M3		M4		M5		M6		M7		M8		M9		M10		M11		M12	
		Notice to Proceed - **August 2026**	-	◆																							
	1	Project setup and initial coordination	0.5																								
		Kickoff meeting with CITY staff	-		◆																						
	2	Data gathering/review	0.5																								
	3	Base 2D Mesh Setup	2.5																								
		Incorporate rain-on-mesh hydrology	1.5																								
		Add terrain modifications	1.5																								
		Progress meeting	-								◆																
	4	Conduct field measurements	0.5																								
		Incorporate structures into base 2D model	1																								
		Stabilize 2D model	1																								
	5	Compare model results to FEMA model	1																								
		Compare model results to gauge data	1																								
		Calibrate model to historic event	0.5																								
		Progress meeting	-																	◆							
	6	Develop tech memo	1																								
		Brief City Council	-																			◆					

◆ Event

◆ Deliverable

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability	Workers' Compensation
$2,000,000 General Aggregate	As required by Statute
Automobile Liability (Any Auto)	Professional Liability
$1,000,000 Combined Single Limit	$3,000,000 Annual Aggregate

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

   FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

   If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

   If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.

12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

RESOLUTION NO. _____

A RESOLUTION TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

WHEREAS, all property taxes will be collected by the County Clerk and Tax Collector of Benton County.

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

SECTION 1: That the following levies be approved for collection in the year 2027 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Benton County.

The 2026 property tax levy to be collected by the Benton County Tax Collector are as follows:

	REAL ESTATE	**PERSONAL PROPERTY**
GENERAL FUND	.0047	.0047
FIREMEN'S PENSION	.0005	.0005
POLICEMEN'S PENSION	.0005	.0005
TOTAL	.0057	.0057

PASSED AND APPROVED this ____ day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____
Garrett Harlan, City Attorney

RESOLUTION NO. _____

A RESOLUTION TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas; and,

WHEREAS, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

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

SECTION 1: That the following levies be approved for collection in the year 2027 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2026 property tax levy to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	**PERSONAL PROPERTY**
GENERAL FUND	.0047	.0047
FIREMEN'S PENSION	.0005	.0005
POLICEMEN'S PENSION	.0005	.0005
TOTAL	.0057	.0057

SECTION 2: The 2026 voluntary taxes to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	**PERSONAL PROPERTY**
CITY FIRE FUND	.0015	.0015
LIBRARY	.001	.001
TOTAL	.0025	.0025

SECTION 3: The voluntary taxes will be printed in the Washington County Tax Collector's office and shall be billed and collected by the Washington County Tax Collector's office.

PASSED AND APPROVED this ____ day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____

Garrett Harlan, City Attorney

ORDINANCE NO. _____

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

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

PROPERTY OWNER: Choctaw American Insurance Inc.
LEGAL DESCRIPTION: Lot 7, Chantel Subdivision, Phase I, to the City of Bethel Heights, Benton County, Arkansas, as shown on plat of record filed in Plat Book 2005 at page 470, plat records of Benton County, Arkansas. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.
LAYMAN'S DESCRIPTION: 558 Amethyst Ave.
PARCEL NO.: 21-02875-000

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

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

$612.64 clean-up costs and $24.92 administrative costs – 558 Amethyst Ave. (21-02875-000)

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 Benton County Tax Collector as delinquent taxes and collected accordingly:

$637.56 plus 10% for collection – 558 Amethyst Ave. (21-02875-000)

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 13th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2603915



Date: 08/03/2026
Status: Abated
Property: 558 AMETHYST AVE
City, State, Zip: ,

Officer on Site: Toby Meredith
Abatement Type: Lien
Abatement Date: 07/23/2026
Abatement Start Time: 0830
Abatement End Time: 0930

Fee	Amount
Disposal Cost Recovery	$118.32
Employee Rate	$45.00
Equipment Rate	$113.00
	Total Fee: $276.32

Method of Compliance: Property was mowed by Public Works with 1 full time, 1 part time employee and 1 truck, trialer and mower.

Toby Meredith
Code Enforcement Officer

08/03/2026
Date

TRIAL MODE - Click here for more information








TRIAL MODE - Click here for more information





TRIAL MODE - Click here for more information

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712

Case Number: 2603031

SPRINGDALE
WE'RE MAKING IT HAPPEN

Date: 06/26/2026
Status: Abated
Property: 558 AMETHYST AVE
City, State, Zip: ,

Officer on Site: Toby Meredith
Abatement Type: Lien
Abatement Date: 06/23/2026
Abatement Start Time: 0830
Abatement End Time: 0900

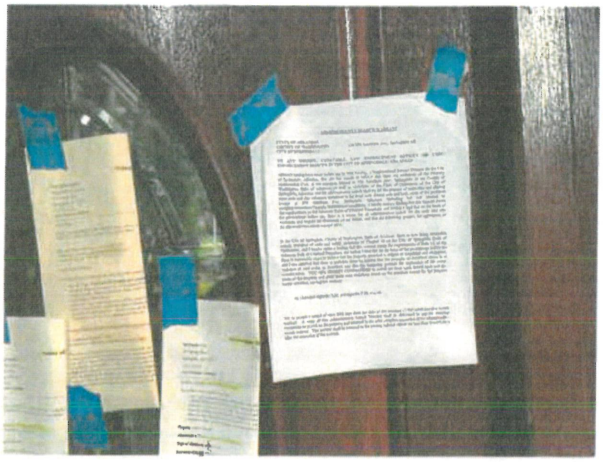
Fee	Amount
Disposal Cost Recovery	$118.32
Employee Rate	$70.00
Equipment Rate	$148.00
	Total Fee: $336.32

Method of Compliance: Entire property was mowed by Public Works with 2 full time, 2 mowers, truck and trailer.

Toby Meredith
Code Enforcement Officer

06/26/2026
Date













Garrett Harlan
City Attorney
gharlan@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

Giselle Gonzalez
Administrative Assistant
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Christy Pianalto
Chief Legal Assistant
cpianalto@springdalear.gov

SPRINGDALE™
WE'RE MAKING IT HAPPEN
OFFICE OF CITY ATTORNEY
201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

September 1, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Choctaw American Insurance Inc.
10900 NE. 4th St. Ste 2300
Bellevue, WA 98004

RE: Notice of clean-up lien on property located at 558 Amethyst Ave., Springdale, Benton County, Arkansas, Tax Parcel No. 21-02875-000

Dear Property Owner/Lienholder:

On May 13th, June 23rd, and July 23rd 2026, a notice was posted on property located at 558 Amethyst 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 13th, 2026 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 June 23rd and July 23rd, 2026. As of this date, the total costs incurred by the City of Springdale to clean this property are $612.64. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of $9.92 per letter and a filing fee in the amount of $15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 7, 2026 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, October 13, 2026, 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 $622.56, which includes $612.64 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 Giselle Gonzalez, 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 Choctaw American Insurance Inc. 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,

Garrett Harlan
City Attorney

Enclosures
GH:gg



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Choctaw American Insurance Inc.
10900 NE. 4th St. Ste 2300
Bellevue, WA 98004

9590 9402 9798 5266 6028 68

2. Artic
9589

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X SOK
☑ Agent
☐ Addressee

B. Received by (Printed Name)
SOK

C. Date of Delivery
9/9/26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Signature Confirmation™
ure Confirmation
ted Delivery

PS For...

Return Receipt



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Choctaw American Insurance, Inc.
Street and Apt. No., or PO Box No. 10900 NE. 4th St. Ste. 2300
City, State, ZIP+4 Bellevue, WA 98004

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3758 3486 98

ORDINANCE NO. _____

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

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

PROPERTY OWNER: 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 cost as follows, and as shown in the attached Exhibits:

$898.96 clean-up costs and $24.92 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:

$923.88 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 13th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2603075

SPRINGDALE
WE'RE MAKING IT HAPPEN

Date: 06/29/2026
Status: Abated
Property: 3911 LUVENE AVE
City, State, Zip: ,

Officer on Site: Ricardo Calderon
Abatement Type: Lien
Abatement Date: 06/24/2026
Abatement Start Time: 0810
Abatement End Time: 0840

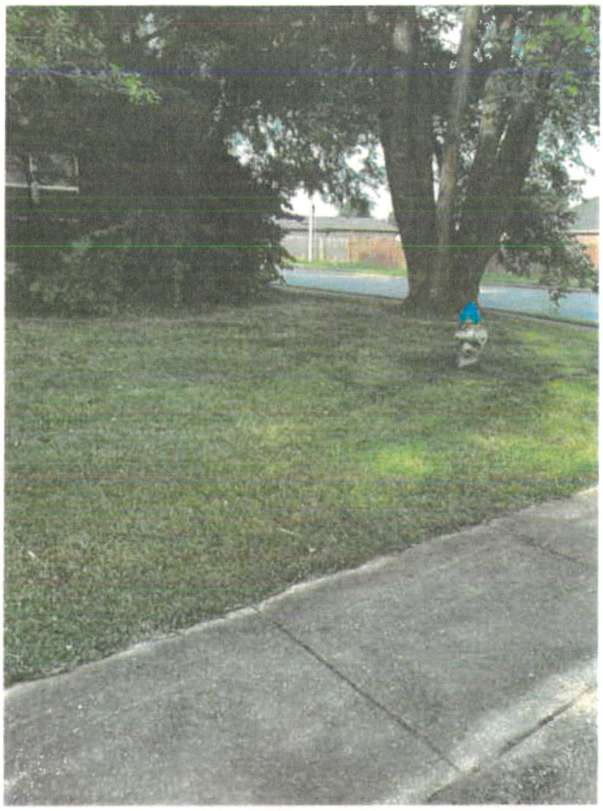
Fee	Amount
Disposal Cost Recovery	$118.32
Employee Rate	$75.00
Equipment Rate	$113.00
	Total Fee: $306.32

Method of Compliance: Property was mowed by Public Works with 1 full time, 3 temps, truck, trailer and mower.

Ricardo Calderon
Code Enforcement Officer

06/29/2026
Date





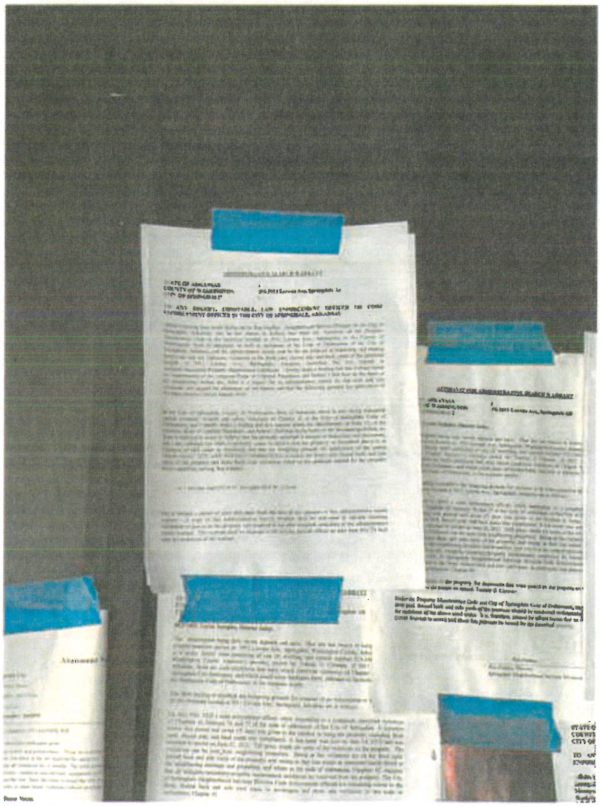


















City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2602597

SPRINGDALE™
WE'RE MAKING IT HAPPEN

Date: 06/05/2026
Status: Abated
Property: 3911 LUVENE AVE
City, State, Zip: ,

Officer on Site: Ricardo Calderon
Abatement Type: Lien
Abatement Date: 06/05/2026
Abatement Start Time: 0830
Abatement End Time: 0930

Fee	Amount
Disposal Cost Recovery	$118.32
Employee Rate	$45.00
Equipment Rate	$138.00
	Total Fee: $301.32

Method of Compliance: Property was mowed by Public Works with 1 full time, 1 part time, 2 mowers, 1 truck and trialer.

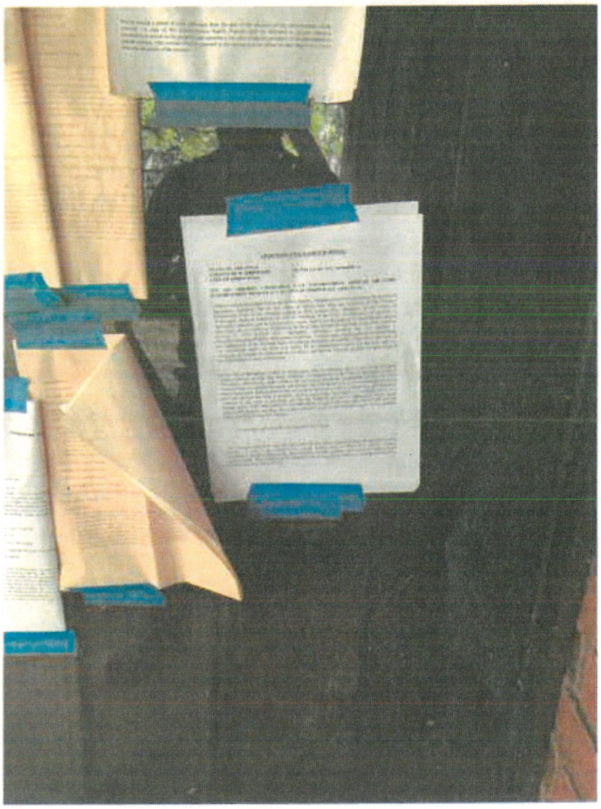
Ricardo Calderon
Code Enforcement Officer

06/05/2026
Date

















City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712

Case Number: 2601301

SPRINGDALE
WE'RE MAKING IT HAPPEN

Date: 05/15/2026
Status: Abated
Property: 3911 LUVENE AVE
City, State, Zip: ,

Officer on Site: Ricardo Calderon
Abatement Type: Lien
Abatement Date: 05/15/2026
Abatement Start Time: 0900
Abatement End Time: 0941

Fee	Amount
Disposal Cost Recovery	$118.32
Employee Rate	$60.00
Equipment Rate	$113.00
	Total Fee: $291.32

Method of Compliance: Property was mowed by Public Works with 1 full time, 2 temps, 1 truck, trailer and mower.

Ricardo Calderon
Code Enforcement Officer

05/15/2026
Date

TRIAL MODE - Click here for more information







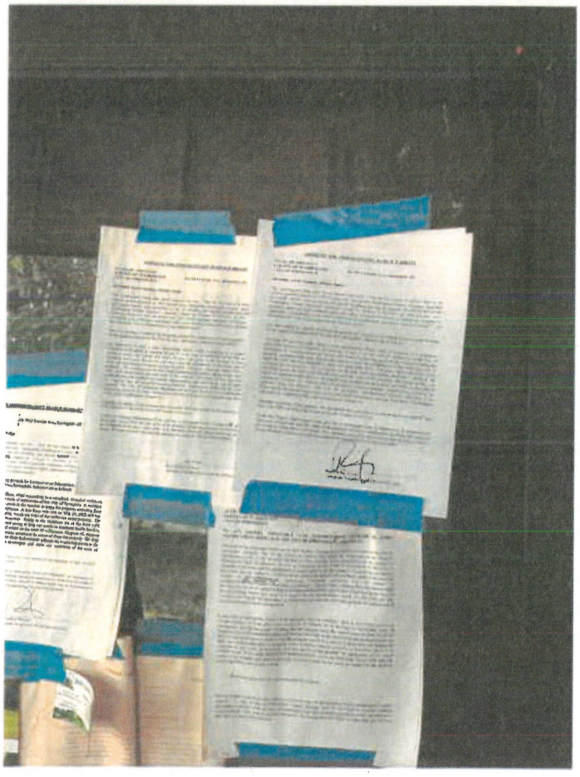


TRIAL MODE - Click here for more information





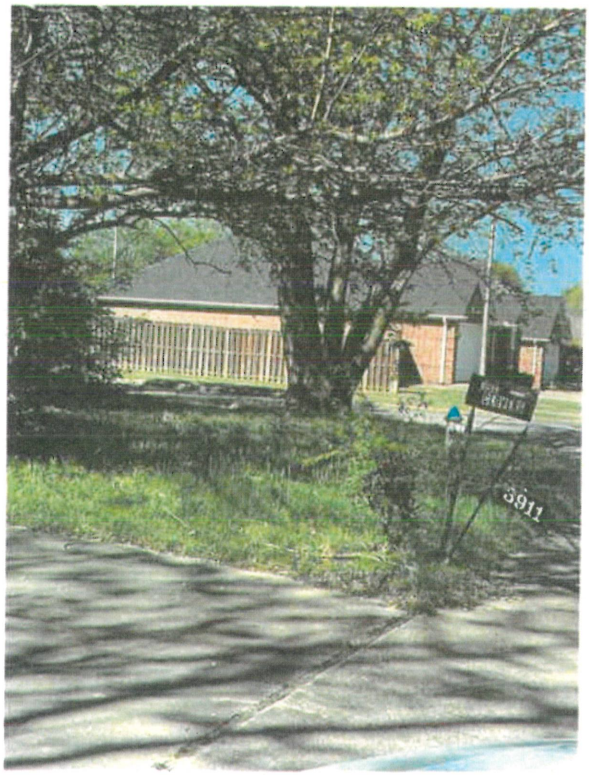




TRIAL MODE - Click here for more information







TRIAL MODE - Click here for more information

Garrett Harlan
City Attorney
gharlan@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

Giselle Gonzalez
Administrative Assistant
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Christy Pianalto
Chief Legal Assistant
cpianalto@springdalear.gov

SPRINGDALE™
WE'RE MAKING IT HAPPEN
OFFICE OF CITY ATTORNEY
201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

August 24, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Tommy G. Clowers
3911 Luvene Ave
Springdale, AR 72762

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 8th, May 13th, June 4th, and June 24th, 2026, 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 April 8th, 2026 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 15th, June 4th, and June 24th, 2026. As of this date, the total costs incurred by the City of Springdale to clean this property are $898.96. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of $9.92 per letter and a filing fee in the amount of $15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 7th, 2026 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, October 13th, 2026, 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 $908.88, which includes $898.96 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 Giselle Gonzalez, 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,



Garrett Harlan
City Attorney

Enclosures
GH:gg

CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764

9589 0710 5270 3758 3486 81

US POSTAGE PITNEY BOWES
ZIP 72701 $ 011.56⁰
02 4W
0000366193 AUG 24 2026

AJF 8-26-26
CH

8-31
9-10

Tommy Clowers
3911 Luvene Ave
Springdale, AR 72762

UNC
72764>4554

NIXIE 722 DC 1 0009/12/26
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 72764455401 *1255-01919-12-30

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tommy Clowers
3911 Luvene Ave
Springdale, AR 72762

9590 9402 9798 5266 6028 44

2. Article Number *(Transfer from service label)*
9589 0710 5270 3758 3486 81

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

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

The City Council of the City of Springdale met in regular session on Tuesday, September 22, 2026 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
Rex Bailey	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougerousse	Ward 4, Position 2
Garrett Harlan	City Attorney
Sabra Jeffus	City Clerk/Treasurer

Others present:

Sharon Tromburg	Planning Director
Paul Gateley	Police Captain
Ron Findley	Director, Neighborhood Services
John Oliver	Neighborhood Services
James Smith	Director, Public Works/Airport
Ben Peters	Director, Engineering
Jim Vaughan	Assistant Fire Chief
Anna McKinney	Deputy Chief of Staff
Mike Chamlee	Director, Building Department
Mark Gutte	Director, IT
Austin Bersi	Airport Manager
Anne Gresham	Director, Springdale Public Library
Laura Morrow	Director, Springdale Animal Shelter
Lori Proud	Director, Sr Center

Mayor Sprouse read and presented a Proclamation, declaring the week of September 17 – September 23 Constitution Week in the City of Springdale, commemorating the signing of the U.S. Constitution and marking the 250th year of our country. There were 3 representatives from the Ozark Mountains Chapter of the National Society Daughters of the American Revolution present.

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the September 8, 2026 City Council meeting be approved. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Fougerousse made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Harriman made the second.

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

COMMITTEE OF THE WHOLE

RESOLUTION NO. 148 – 26; ADOPTING AN ARTIFICIAL INTELLIGENCE AND AUTOMATED DECISION TOOL POLICY FOR THE CITY OF SPRINGDALE, ARKANSAS

Jeff Watson read the Resolution and Mark Gutte presented.

RESOLUTION NO. 148-26

A RESOLUTION ADOPTING AN ARTIFICIAL INTELLIGENCE AND AUTOMATED DECISION TOOL POLICY FOR THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, Ark. Code Ann. § 25-1-128 requires the City of Springdale to adopt a policy governing the authorized use of artificial intelligence and automated decision tools; and

WHEREAS, the City Council finds that adopting such a policy will promote the responsible, secure, and lawful use of these technologies in City operations.

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

Section 1. The City of Springdale Artificial Intelligence Policy attached as Exhibit A is hereby adopted as the official policy of the City.

Section 2. The Mayor, or the Mayor's designee, is authorized and directed to implement the policy, develop and provide the employee training required by Ark. Code Ann. § 25-1-128, and take other reasonable administrative actions necessary to ensure compliance.

Council Member Harriman moved the Resolution be adopted**.** Council Member Bailey made the second.

Mike Gilbert, residing at 211 W. Maple, offered comments regarding this policy.
Allen Cotner, residing at 1304 Rebecca, shared his thoughts on the policy.
Richard Coger, residing at 4310 S. Thompson, shared his thoughts on the policy and offered a petition opposing the proposed AI policy.

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

The Resolution was numbered 148-26.

FINANCE COMMITTEE

RESOLUTION NO. 149 – 26; APPROPRIATING FUNDS FOR TECHNOLOGY MODERNIZATION PHASE 1 FOR THE CITY OF SPRINGDALE, ARKANSAS

Jeff Watson read the Resolution and Mark Gutte presented.

RESOLUTION NO. 149-26

A RESOLUTION APPROPRIATING FUNDS FOR TECHNOLOGY MODERNIZATION PHASE 1 FOR THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, the City of Springdale relies on technology infrastructure to support essential municipal operations twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including Public Safety and other essential services; and

WHEREAS, City technology hardware, firmware, and manufacturer support have finite lifecycles, and planned replacement and support are necessary to maintain reliable and supportable systems and reduce the risk of service interruptions; and

WHEREAS, Phase 1 of the Technology Modernization Project addresses infrastructure, hardware support, recovery capability, network reliability, lifecycle replacement, and Public Safety technology equipment currently used in City operations; and

WHEREAS, Phase 1 of the Technology Modernization Project is proposed at a price not to exceed Seven Hundred Sixty-Five Thousand Dollars ($765,000.00), with individual amounts representing planning estimates for appropriation purposes and not vendor quotes or purchase commitments; and

WHEREAS, the City Council finds that the appropriation of unrestricted General Fund monies for Phase 1 is in the best interest of the City to maintain continuity of operations and reliable access to essential City systems.

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

Section 1. The City Council hereby appropriates funds from the City's unrestricted General Fund for Phase 1 of the Technology Modernization Project, at a price not to exceed Seven Hundred Sixty-Five Thousand Dollars ($765,000.00).

Section 2. The appropriation authorized by this Resolution is limited to Phase 1 infrastructure, hardware, hardware support, recovery inventory, power-protection equipment, network equipment, and planned endpoint and Public Safety equipment replacement.

Section 3. Individual Phase 1 item amounts are planning estimates and are not vendor quotes or purchase commitments. All purchases and expenditures made pursuant to this Resolution shall remain within the total appropriation authorized herein and shall comply with applicable Arkansas law and City procurement requirements.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval.

Council Member Harriman moved the Resolution be adopted**.** Council Member Bailey made the second.

After the vote was taken, motion carried 6-1. Council Member Fougerousse voted no.

The Resolution was numbered 149-26.

RESOLUTION NO. 150 – 26; AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE SENIOR CENTER

Jeff Watson read the Resolution and Lori Proud presented.

RESOLUTION NO. 150-26

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE SENIOR CENTER

WHEREAS, the Springdale Senior Center experienced damage and water leaks due to the extreme cold in January 2026;

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

WHEREAS, the Springdale Senior Center has requested that these funds be appropriated to their *Buildings & Grounds* account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2026 Budget of the City of Springdale Senior Center is hereby amended as follows:

Department	Account No.	Description	Present Budget	Increase	Amended Budget
Senior Center	101-0303-453.51-01	Buildings & Grounds	$55,000.00	$148,869.71	$203,869.71

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

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

The Resolution was numbered 150-26.

RESOLUTION NO. 151 – 26; AUTHORIZING AN ANIMAL SERVICES POSITION CHANGE

Jeff Watson read the Resolution and Garrett Harlan presented

RESOLUTION NO. 151-26

A RESOLUTION AUTHORIZING AN ANIMAL SERVICES POSITION CHANGE

WHEREAS, the vacant Lead Animal Control Officer position is a Grade 17 position with an annual pay range of $44,150.00 to $66,225.00 and is budgeted at a Step 1 annual salary of $44,150.00; and

WHEREAS, the Animal Services Department no longer needs the Lead Animal Control Officer position and instead needs an additional Animal Caretaker, a Grade 13 position with an annual pay range of $35,356.00 to $53,034.00 and a Step 1 annual salary of $35,356.00; and

WHEREAS, this position change will better align staffing with current operational needs, improve efficiency, and reduce annual budgeted salary expense by $8,794.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that one (1) Lead Animal Control Officer position shall be eliminated and one (1) additional Animal Caretaker position shall be created in the Animal Services Department.

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

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

The Resolution was numbered 151-26.

RESOLUTION NO. 152 – 26; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM DIANE LINDSLEY, LESLIE JEAN TREAT AND VICKI LEANN FRANCO, TRUSTEES OF THE LAYES IRREVOCABLE FAMILY TRUST FOR THE GENE GEORGE BOULEVARD EXTENSION ROAD IMPROVEMENT PROJECT, PROJECT NO. 23BPS4

Jeff Watson read the Resolution and Garrett Harlan presented.

RESOLUTION NO. 152-26

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM DIANE LINDSLEY, LESLIE JEAN TREAT AND VICKI LEANN FRANCO, TRUSTEES OF THE LAYES IRREVOCABLE FAMILY TRUST FOR THE GENE GEORGE BOULEVARD EXTENSION ROAD IMPROVEMENT PROJECT, PROJECT NO. 23BPS4

WHEREAS, the City of Springdale is in need of acquiring lands for the Gene George Boulevard Extension Road Improvement Project, Project No. 23BPS4 (Tracts 43 & 51), said lands being owned by Diane Lindsley, Leslie Jean Treat, and Vicki Leann Franco, Trustees of the Layes Irrevocable Family Trust, also known as Washington County Tax Parcels No. 815-29790-150 and 815-30928-001, located along the west side of Janice Lane, Springdale, Washington County, Arkansas ("the Properties");

WHEREAS, the City previously deposited its estimate of just compensation in 72CV-25-1842 (Tracts 43 & 51) for the Properties in the amount of $210,900.00;

WHEREAS, the property owners' have obtained their own appraisal for the Properties which concluded that just compensation for the subject property is the total sum of $227,300.00, said amount being based on the unique aspects of the Project and the Property; and,

WHEREAS, after the City's review of the counter appraisal, and after negotiations between the property owners and the City, the property owners' have offered to settle condemnation case number 72CV-25-1842 for an additional amount of $16,400.00, which includes all prejudgment interest and assessment costs; and,

WHEREAS, as a condition of the settlement, the property owners shall convey to the City all of their remaining property interests in the Properties, which is more or less .578 acres; and,

WHEREAS, after the additional compensation is considered, the total just compensation for Tracts 43 & 51 would be the total sum of $227,300.00; and

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of $16,400.00 to acquire the Properties, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring both Properties 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 Properties located along the west side of Janice Lane for the Gene George Boulevard Extension Road Improvement Project, Project No. 23BPS4 (Tracts 43 & 51), said lands being owned by Diane Lindsley, Leslie Jean Treat, and Vicki Leann Franco, Trustees of the Layes Irrevocable Family Trust, for the total sum of $227,300.00 to be paid from the 2023 Street Bond.

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

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

The Resolution was numbered 152-26.

RESOLUTION NO. 153 – 26; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM DIANE LINDSLEY, LESLIE JEAN TREAT AND VICKI LEANN FRANCO, TRUSTEES OF THE LAYES IRREVOCABLE FAMILY TRUST FOR THE GENE GEORGE BOULEVARD EXTENSION ROAD IMPROVEMENT PROJECT, PROJECT NO. 23BPS4

Jeff Watson read the Resolution and Garrett Harlan presented.

RESOLUTION NO. 153-26

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM DIANE LINDSLEY, LESLIE JEAN TREAT AND VICKI LEANN FRANCO, TRUSTEES OF THE LAYES IRREVOCABLE FAMILY TRUST FOR THE GENE GEORGE BOULEVARD EXTENSION ROAD IMPROVEMENT PROJECT, PROJECT NO. 23BPS4

WHEREAS, the City of Springdale is in need of acquiring lands for the Gene George Boulevard Extension Road Improvement Project, Project No. 23BPS4 (Tract 46), said lands being owned by Diane Lindsley, Leslie Jean Treat, and Vicki Leann Franco, Trustees of the Layes Irrevocable Family Trust, also known as Washington County Tax Parcel No. 815-29790-151, located at 1331 Janice Ln., Springdale, Washington County, Arkansas ("the Property");

WHEREAS, the City previously deposited its estimate of just compensation in 72CV-25-1834 (Tract 46) for the Properties in the amount of $34,600.00;

WHEREAS, the property owners' have obtained their own appraisal for the Property which concluded that just compensation for the subject property is the total sum of $130,700.00, said amount being based on the unique aspects of the Project and the Property; and,

WHEREAS, after the City's review of the counter appraisal, and after negotiations between the property owners and the City, the property owners' have offered to settle condemnation case number 72CV-25-1834 for an additional amount of $40,000.00, which includes all prejudgment interest and assessment costs; and,

WHEREAS, after the additional compensation is considered, the total just compensation for Tract 46 would be the total sum of $74,600.00; and

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of $40,000.00 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 1331 Janice Ln. for the Gene George Boulevard Extension Road Improvement Project, Project No. 23BPS4 (Tract 46), said lands being owned by Diane Lindsley, Leslie Jean Treat, and Vicki Leann Franco, Trustees of the Layes Irrevocable Family Trust, for the total sum of $74,600.00 to be paid from the 2023 Street Bond.

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

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

The Resolution was numbered 153-26.

RESOLUTION NO. 154 – 26; AUTHORIZING THE MAYOR AND CITY CLERK TO AMEND A PROFESSIONAL DESIGN CONTRACT FOR SOUTHSIDE INTERSECTIONS, PROJECT NO. 23BPS9

Jeff Watson read the Resolution and Ben Peters presented.

RESOLUTION NO. 154-26

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO AMEND A PROFESSIONAL DESIGN CONTRACT FOR SOUTHSIDE INTERSECTIONS, PROJECT NO. 23BPS9

WHEREAS, The City of Springdale contracted with Burns & McDonnell for the design

of the Southside Intersections project on September 15, 2023; and

WHEREAS, an agreement has been made with ARDOT to take over construction of this project, and the design needs to follow their requirements; and

WHEREAS, there are design adjustments are outside the scope of the original design contract;

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

Section 1. The Mayor and City Clerk are authorized to execute a contract amendment with Burns & McDonnell for the amount of $1,685,891. Payment will be made out of the 2023 Street Bond Fund.

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

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

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

The Resolution was numbered 154-26

PLANNING COMMISSION

RESOLUTION NO. 155 – 26; ACCEPTING A GRANT AWARD FROM THE WALTON FAMILY FOUNDATION DESIGN EXCELLENCE PROGRAM FOR SHILOH SQUARE AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT AND RELATED DOCUMENTS.

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 155-26

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE WALTON FAMILY FOUNDATION DESIGN EXCELLENCE PROGRAM FOR SHILOH SQUARE AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT AND RELATED DOCUMENTS

WHEREAS, the City of Springdale adopted the Downtown Springdale Master Plan to guide public and private investment in Downtown Springdale and has continued to implement public-space, streetscape, and civic improvements consistent with that plan; and

WHEREAS, Shiloh Square is an important public gathering space in Downtown Springdale, and the City desires to evaluate improvements that strengthen its function, accessibility, safety, programming, connection to surrounding destinations, and long-term public value; and

WHEREAS, pursuant to prior authorization from the City Council, the City applied to the Walton Family Foundation Design Excellence Program for planning and design services for Shiloh Square; and

WHEREAS, the Walton Family Foundation has awarded the City a grant of seven hundred fifty thousand dollars ($750,000) for the Shiloh Square Design Excellence project; and

WHEREAS, acceptance of the design grant does not, by itself, constitute a commitment by the City to construct the project, appropriate construction funds, acquire property, or enter into a construction contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT: the City accepts the Walton Family Foundation Design Excellence Program grant of seven hundred fifty thousand dollars ($750,000) for planning and design services for Shiloh Square. The Mayor and City Clerk are authorized to execute the grant agreement and related documents, subject to approval as to form by the City Attorney and provided that such documents do not obligate the City to construct the project or appropriate construction funds without further City Council approval. City staff may take the administrative actions necessary to receive and administer the grant. Any decision to proceed with construction shall remain subject to final design, cost estimates, funding availability, appropriation, and separate City Council approval.

Council Member Watson moved the Resolution be adopted. Council Member Bailey made the second.

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

The Resolution was numbered 155-26

RESOLUTION NO. 156 – 26; APPROVING A WAIVER (W26-41) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO HKH RESIDENCE TRUST IN CONNECTION WITH 8857 & 8781 WEST MILLER ROAD A SINGLE-FAMILY DWELLING

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 156-26

A RESOLUTION APPROVING A WAIVER (W26-41) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO HKH RESIDENCE TRUST IN CONNECTION WITH 8857 & 8781 WEST MILLER ROAD A SINGLE-FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver (W26-41) 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 (W26-41) of street improvements to Miller Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8857 & 8781 West Miller Road, a Single-Family Dwelling, and the Planning Commission recommends denial of the waiver request.

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

Option 1: Grants a waiver of street improvements to West Miller Road, including sidewalks in connection with 8857 & 8781 West Miller Road, a Single-Family Dwelling.

Hunter Hart, residing at 8781 W Miller Road, property owner provided further information and offered a right of way easement.

Council Member Bailey moved the Resolution be adopted, Option 1 with an easement offered by property owner. Council Member Lawson made the second.

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

The Resolution was numbered 156-26

RESOLUTION NO. 157 – 26; APPROVING A WAIVER (W26-43) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO STAIR STEPPERS, LLC IN CONNECTION WITH 206A & 206B WEST MAPLE AVENUE, TWO SINGLE FAMILY DWELLINGS.

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 157-26

A RESOLUTION APPROVING A WAIVER (W26-43) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO STAIR STEPPERS, LLC IN CONNECTION WITH 206A & 206B WEST MAPLE AVENUE, TWO SINGLE FAMILY DWELLINGS

WHEREAS, Ordinance #3047 provides for the waiver (W26-43) 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 (W26-43) of street improvements to West Maple Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 206A & 206B West Maple Avenue, two Single-Family Dwellings, and the Planning Commission recommends approval of a payment in lieu of constructing six (6) feet of sidewalk.

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

Option 1: **Grants** a partial waiver of street improvements to West Maple Avenue, in connection with 206A & 206B West Maple Avenue, two Single-Family Dwellings, reducing the sidewalk width from eleven and a half (11½) feet of a downtown commercial to six (6) feet, with the applicant to construct a new six-foot-wide sidewalk.

Council Member Watson moved the Resolution be adopted, Option 1, waiving 5 feet of the 11-foot sidewalk. A 6-foot sidewalk will be constructed. Council Member Harriman made the second.

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

The Resolution was numbered 157-26

ORDINANCE COMMITTEE

ORDINANCE NO. 6257 – AMENDING CHAPTER 22-91 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS.

Committee Chair Mike Lawson read the Ordinance and Mike Chamlee presented.

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

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

The Ordinance was numbered 6257.

ORDINANCE NO. 6258 – 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.

Mayor Sprouse read the Ordinance and Garrett Harlan presented

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

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

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

After the vote was taken, motion carried 7-0

The Ordinance was numbered 6258.

COMMENTS FROM COUNCIL MEMBERS

Mike Overton asked Anna McKinney the status of Holcomb Cemetery. Ms. McKinney stated a title search was received today. She will forward a copy to the City Attorney so the City can take title.

COMMENTS FROM DEPARTMENT HEADS

Ben Peters reported that the water line that runs from Rabbit Foot Springs down to Lake Springdale would be cleaned out in 7-8 places, where roots are. Lining will be installed October 13 to repair punctures.

COMMENTS FROM CITY ATTORNEY

None

COMMENTS FROM MAYOR

ADJOURNMENT

Mike Overton made a motion to adjourn and Council Member Powell made the second. After a voice vote of all ayes and no nays, the meeting adjourned at 7:10 p.m.

_____
Doug Sprouse, Mayor

_____
Sabra Jeffus, City Clerk/Treasurer