

- **The next City Council Committee Meeting will be held on Monday, May 19th, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, May 13th, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mark Fougrousse

1. Call to Order – Mayor Doug Sprouse
2. Roll Call – Sabra Jeffus, City Clerk/Treasurer
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, April 22nd, 2025. Pgs. 74-83**

6. **Public Hearing** on a Proposed Amendment to Section 110-137 of the Springdale Code of Ordinances

7. **Public Hearing** on an Ordinance vacating a utility easement on property owned by New Emma Holdings, LLC

8. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s)* **12A-C, 13,**

17, and 18 (Motion must be approved by two-thirds (2/3) of the council members)

9. **A Presentation** from Boston Mountain Solid Waste District regarding upcoming Springdale Recycling Campaign.
10. **DSA Quarterly Report** Presented by Jay Sego, VP of Economic Development.
11. Appointments and Reappointments
 - A. **A Resolution** making appointments to the Shiloh Museum Board of Trustees for the City of Springdale, Arkansas. Pgs. 1-7
12. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development
 - A. **An Ordinance** accepting the replat (RP25-01) of C.F. Noel Addition to the city of Springdale, Arkansas, and declaring an emergency. Pgs. 8-12
 - B. **An Ordinance** accepting the replat (RP25-03) of Mountain View Second Subdivision to the city of Springdale, Arkansas, and declaring an emergency. Pgs. 13-17
 - C. **An Ordinance** accepting the final plat (FP25-02) of Jacob's Crossing Phase II & III to the city of Springdale, Arkansas, and declaring an emergency. Pgs. 18-25
13. Ordinance Committee by Chairman Mike Lawson– All Item(s) forwarded from Committee with recommendation for approval.
 - A. **An Ordinance** amending section 110-137 of the Code of Ordinances of the City of Springdale, Arkansas; and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 26-27
14. Finance Committee by Chairman Jeff Watson – All Item(s) forwarded from Committee with recommendation for approval.
 - A. **A Resolution** authorizing the grant of right of way to the Arkansas State Highway Commission over and across property owned by the Springdale Water & Sewer Commission in Benton County, Arkansas, and concurring with the amount of compensation related thereto. Presented by Ernest Cate, City Attorney. Pgs. 28-29

B. A Resolution authorizing the expenditure of funds to acquire property from Niles Graham and Brenna Graham for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4. Presented by Ernest Cate, City Attorney. Pgs. 30-36

C. A Resolution authorizing the execution of a construction contract for Watkins Avenue Improvements. Project No. 18BPS15. Presented by Ben Peters, Engineering Director. Pgs. 37-40

D. A Resolution authorizing payment of an invoice. (2023 Bond Project No. 23BSC1). Pg. 41

15. Technology Committee by Chairwoman Amelia Taldo– All Item(s) forwarded from Committee with recommendation for approval.

A. A Resolution authorizing the execution of a Professional Services Agreement for an applicant tracking system vendor. Presented by Colby Fulfer, Chief of Staff. Pgs. 42-58

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

A. A Resolution to waive competitive bidding and to appropriate funds for a new ambulance for the Springdale Fire Department. Presented by Blake Holte, Fire Chief. Pg. 59

B. A Resolution to waive competitive bidding and to appropriate funds for equipment. Presented by Blake Holte, Fire Chief. Pgs. 60-61

17. **An Ordinance** accepting for annexation certain property into the City of Springdale, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-40-609. Presented by Ernest Cate, City Attorney. Pgs. 62-68

18. **An Ordinance** vacating and abandoning a portion of a Utility Easement, pursuant to Ark. Code Ann. §14-301-301, et seq., declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 69-71

19. **A Resolution** setting a hearing date on a petition to abandon a portion of a utility easement in the city of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 72-73

20. Comments from Council Members.

21. Comments from City Attorney.

22. Comments from Mayor

23. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO THE
SHILOH MUSEUM BOARD OF TRUSTEES FOR THE CITY
OF SPRINGDALE, ARKANSAS**

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the appointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby appointed to the Shiloh Museum Board of Trustees with the terms indicated:

<u>Name</u>	<u>Term</u>
Tessa Bunch	05/13/2025 to 01/01/2027
Gustav Carlson	05/13/2025 to 01/01/2027
Melissa Dysart	05/13/2025 to 01/01/2027

PASSED AND APPROVED this 13th day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Tessa L. Bunch

PO Box 103, Kingston, Arkansas, 72742
479.738.7828 | tbunch@sdaile.org | tessa.bunch1@gmail.com

PROFESSIONAL OBJECTIVE

As a dedicated Family and Consumer Sciences educator with a passion for community engagement, I aim to bring my skills and experiences to the Board of Trustees of the Shiloh Museum of Ozark History. My goal is to support the museum's mission by fostering collaboration, promoting strategic planning, and ensuring inclusivity, all while connecting the rich heritage of the rural Ozarks with contemporary audiences.

EDUCATION

Hendrix College, Conway, Arkansas

- Bachelor of Arts in Psychology, May 2005
- Bachelor of Arts in Sociology/Anthropology (Sociology emphasis), May 2005

Arkansas Department of Education - Little Rock, Arkansas, 2013-2015

- Obtained licensure and certification through Division of Elementary and Secondary Education, Arkansas Professional Pathway to Educator Licensure (APPEL); an alternative preparation route to obtaining an Arkansas teaching license

LICENSURE & CERTIFICATIONS

- **State of Arkansas Educator License**, valid through 2025
Family & Consumer Science, Standard (7-12)
Career Preparation Endorsement, Standard (7-12)
- **ServSafe Food Protection**
Food Handler, Manager, Instructor & Registered Examination Proctor
- **ChildFirst Arkansas Certified** (Interviewing Children & Preparing for Court, RATAC guidelines, 2010)

PROFESSIONAL EXPERIENCE

Springdale Public Schools, Har-Ber High School - Springdale, Arkansas

Family & Consumer Sciences Teacher, Family, Career, Community Leaders of America Adviser, August 2021-Present

- Specialized experience teaching three upper level FCS courses in two FCS career pathways to 10-12 grade learners, including: *Food Safety & Nutrition*, *Fashion & Interior Design*, and *Advanced Fashion & Interior Design*
- Promoted FCS program, resulting in sustained growth in the Visual Arts & Design Pathway, Fashion & Housing Design
- Facilitated initiatives through collaboration to increase community service, partnerships, and student involvement
- Focused on continually providing a classroom community where *all* students, from a variety of backgrounds and cultures, feel safe, valued, respected, appreciated and challenged to learn new skills
- Extended classroom learning through volunteer experiences in after school "Service through Sewing" program
- Advocated for FCE Education and the broader field of Career and Technical Education on local, state and national level through Arkansas FCCLA Executive Council membership
- Experienced working with a variety of stakeholders, including students, families, administrators, business/industry

Jasper School District, Kingston High School - Kingston, Arkansas

Family & Consumer Sciences Teacher, Work Based Learning Coordinator/Instructor, FCCA Adviser, July 2013-August 2021

- Experienced in planning and teaching 14 FCS courses across the FCS curriculum, including: *Family & Consumer Science*, *Food Safety & Nutrition*, *Lifespan Development (Child Development/Parenting)*, *Dynamics of Human Relationships (Family Dynamics/Human Relations)*, *Leadership & Service Learning (7-8/9-12)*, *Fashion & Interior Design (Housing & Interior Design/Clothing & Textiles I & II)*, *Family CSI*, *Personal Finance*, and *Entrepreneurial Experiences*
- Enhanced opportunities for learning through equipment upgrades via technology grants obtained through Carl D. Perkins federal funding, including Chromebooks, presentation equipment, textile design/entrepreneurship equipment, and photography studio equipment for food photography/websites/blog development
- Implemented ADE approved, school-wide Work-Based Learning program (2018), allowing students to obtain official course credit for experiential learning hours documented in the workplace
- Administered WorkKeys National Career Readiness Certification with 100% pass rate in 2019

Tessa L. Bunch

PO Box 103, Kingston, Arkansas, 72742
479.738.7828 | tbunch@sdsale.org | tessa.bunch1@gmail.com

State of Arkansas, Department of Human Services, Division of Children and Family Services - Fayetteville, Arkansas Family Service Worker, April 2009-July 2013

- Investigated reported instances of child maltreatment received by the Arkansas State Police Child Abuse Hotline
- Assessed safety and intervened when severe maltreatment had occurred or if imminent danger was anticipated
- Provided protective and preventive services to families in need or in crisis to prevent removal of children
- Managed high caseloads, including providing court-ordered services, under extreme stress and circumstances
- Testified in Dependency Neglect (DN) cases and Family In Need of Services (FINS) cases in the Fourth Judicial Circuit
- Maintained a working relationship with local law enforcement; participated in Multidisciplinary Team meetings

ACTIVITIES & COMMUNITY INVOLVEMENT

Family, Career and Community Leaders of America, Chapter Adviser, 2013-Present

- Supervised two student-led projects that garnered national recognition, one at each FCCLA chapter advised
 - National Community Service High School Award Winner: HBHS FCCLA's *Sew-&-Stuff-a-Friend*, awarded July 2024
 - National Leadership Service in Action Runner Up Award: KHS FCCLA's *Holiday Hearts*, awarded July 2017
- Promoted chapter membership, leadership, service, career preparation and community involvement
 - Retained and recruited consistent membership of 50+ members annually at HBHS (2300 enrollment, 10-12)
 - Maintained a strong chapter membership of 25-30+ active members annually at KHS (110 enrollment, 7-12)
- Served as social media administrator on multiple platforms to enhance student, family and community engagement

Paws & Claws Pet Shelter of Madison County, Volunteer, 2020-Present

- Coordinated volunteer efforts for a low-cost spay/neuter event in Kingston (August 2024)
- Provided foster home care for 41 dogs, 8 cats over the past 5 years; including senior dogs and medically complex cases
- Served as a general shelter volunteer for special events and community outreach efforts

Friends of the Kingston Community Library, Volunteer, 2008-present

- Provided support to local rural library, including volunteering for library events and fundraisers
- Created/administered social media for the Friends of KCL's signature community event "Music on the Square"

Project Prevent Youth Coalition, Chapter Adviser, 2019-2023

- Established new chapter, without grant funding, 2019-20; received funding from Arkansas Children's Hospital 2020-24
- Assisted students in completing projects to provide tobacco/nicotine education to peers and community members
- Partnered with Madison County Youth Coalition to enhance offerings and outreach efforts

KHS Helping Hearts, Program Chair, 2016-2021

- Initiated and created fund to provide assistance to children and families in need, with special focus on the holiday season
- Established numerous community partnerships to ensure program longevity, including Huntsville Kiwanis Club
- Exceeded fundraising goals each year for five consecutive years; bringing in over \$23,000 to support program efforts
- Managed program budget, including all fundraising and expenditures

Parent and Family Engagement Facilitator, 2019-2021

- Instrumental in establishing a PTSO program in 2018 and maintaining the program over three years
- Chaired fundraisers and organized numerous family involvement events and programs
- Authored schoolwide Parent, Family & Community Engagement Plan, 2019 and 2020
- Planned and recruited volunteers to obtain space and open a dedicated "Family Center" space on campus, 2019
- Created and administered the social media pages for PTSO and official school Facebook pages

HONORS & RECOGNITION

- **FCCLA Master Adviser**, awarded July 2023
- **10 years of Service to FCCLA**, awarded April 2023
- **FCCLA Region 1 Coordinator**, 2022-Present
- **Regional STAR Events Co-Coordinator**, 2021-22
- **AR FCCLA Executive Council Adviser**, 3 terms (2014-15, 2020-21, 2024-present)
- **FCCLA Region 1 President's Adviser**, 3 terms (2013-14, 2022-23, 2023-24)
- **FCCLA Region 1 Officer Team Adviser**, 3 terms (2014-15, 2017-18, 2021-22)

Gustav Carlson

Illustrator, Writer, Comic Creator

Gustav Carlson is an illustrator and comic creator based out of the Arkansas Ozarks. Over the years, Gustav has honed his craft specifically to draw weird little aliens, strange ghosts, and monsters in the woods. Sometimes when he is very lucky, he gets to draw something with all three. Gustav's work has an emphasis on the places off the beaten path – whether that's terrestrial or celestial, Gustav hopes to find a story under every rock. His comics include his decade-long sci-fi series, [Tourist Unknown](#), all ages fantasy, *Eve of the Ozarks*, and his upcoming Ozarks-based folk horror series, [Backwood Folk](#). You can find him today picking up rocks and seeing what he can find.



870-577-1197



gustavdiponca@gmail.com



backwoodfolk.com
touristunknown.com

Dear Shiloh Museum of Ozark History, City of Springdale, and all whom it may concern,

I was recently asked to submit an application for a position on the Board of Trustees of the Shiloh Museum of Ozark History in Springdale, Arkansas. This request comes as a great honor given my area of work and interest. It is a position I believe some of my background and skill set would be well suited for.

I was raised on a goat farm in the Newton County Ozarks, just a few miles shy of Whitaker Point. For most of my youth that was an entire world in and of itself. It always gave the sense of a place that crafted its people as opposed to the reverse. With me it crafted an artist. Much of my artistic career in comics and illustration has been focused on stories set in the region. From my children's comic, *Eve of the Ozarks*, to my current series about a dwindling Ozark hamlet called *Backwood Folk*. A special treat of this work is how often it has required me to travel around the state and talk about my comics, and often the region that inspired them.

Suffice to say, it's a region I'm excited by and love to share that excitement for. In that, I think the museum and I are completely in line. The museum already accounts for an incredible resource for my own work, from its education and research capabilities to bolstering excitement in similar topics. It makes the information less esoteric to the public, and thus my own work far more accessible.

My hopes in working with the museum are to further sharpen my own Ozarks education. There is always more to learn, new layers to uncover, and a greater appreciation of this region we call home. It is also my hope that I can bring my skills and abilities to expand that excitement for the region. As well as extend the museum's efforts in Newton, Boone, and Madison County.

Thank you for your consideration,
Gustav Carlson

Work Experience

2013-2014

Eve of the Ozarks, Comic Series

- Created an original five issue comic series through print and ComiXology digital comics. Compiled into a single volume 2014.
- Press [Eve of the Ozarks- Calling Its Bluff](#) -Bleeding Cool 2013
- [Gus Carlson Releases New Book](#)-The Idle Class 2014
- [Wallop'n Monsters: Eve of the Ozarks](#)- Arts and Letters 2018

2013-2023

Tourist Unknown, Comic Series

- Created a comic series through print and webcomic formats. Compiled into three print volumes as of now.
- Press [From Ozarks To Outer Space](#) -Ozarks at Large 2017
- [Gustav Carlson Releases New Graphic Story Collection](#)- Ozarks at Large 2023

February 2019

Bentonville, AR

Men of Steel, Women of Wonder. Crystal Bridges Exhibit

- Artist of supplemental interactive comic that explored concepts of the Crystal Bridges Exhibit on superhero and comic influenced art.
- Featured Artist and drawing demonstration in Museum Store
- Hosted Art by the Glass, Presentation on making Comic Posters.
- Press- [The Power Within](#) Arkansas Democrat Gazette

September 2024

West Fork Arkansas

Otterhead - Children's Book

- Illustrator of Children's Book written by Tom Maringer, founder of [Shire Post Mint](#).

September 2024

Spa-Con 2024

- Illustrator of poster, t-shirt, and assorted marketing images of Hot Springs' Pop Culture and Comic Convention.
- Hosted a drawing demonstration: These Ghost Towns Are Full- Drawing the Haints and Monsters of Arkansas with Gustav Carlson
- Press- [Three Comic Artists To Appear at Spa-Con Infinity](#) Hot Springs Sentinel Record 2024

September 2024-

Backwood Folk, Comic Series (ongoing)

- Created a comic series through print.
- Press- [Season 12, Episode 2](#)- Later with Jason Suel 2024
- [Neon Nights and Ghostly Fiddlers](#)- Arkansas Democrat Gazette 2024

December 4 2024

New Ozarks Ghost

- Live presentation of original prose short stories accompanied by folk music from Chris Felton and The Back Alley Orchestra.

Education

2007 - 2011,
Conway, Arkansas

Bachelor in Creative Writing with a Minor in Art
University of Central Arkansas

Melissa AJ Dysart

MelAJDy@gmail.com | melajdy.wixsite.com/thecreativebonecolle | c. 479.957.4604

project management
problem solver
detail oriented
leadership
marketing
analytical
author
flexible
creative
facilitator
collaborative
critical thinker
construction documents

Drawing and Graphics Folk and Traditional Mixed Media Paintings: Oils
Watercolors & Acrylics Print Making Sculpture: Digital Modeling UX Digital

>>> Artist | Joy Noir Phillips



Employment History |

Marketing Manager | Level 5 Architecture; Springdale, Arkansas (present)

Leads marketing and business development efforts aligned with the firm's Mission, Vision, and strategic objectives, aiming to generate new business and awareness. Responsibilities include executing marketing programs, benchmarking branding against competitors, monitoring key metrics, and ensuring adequate resources for staff. The role involves managing proposal processes, improving proposal preparation, and coordinating production. Additionally, the Marketing Manager develops and oversees communications campaigns, manages public relations, and maintains promotional materials, working closely with Business Development to distribute materials and track leads. Engages the community in Tinker'a-zation Stations. (melissa@level5arch.com)

BIM Manager | Tatum-Smith Engineers, Inc.; Rogers, Arkansas

Innovative 3-D modeling enables the resolution of complex structural problems, from multi-story towers to artful stainless steel trees. As a CAD Manager, overseeing numerous technicians and projects ensures timely completion and prevents overtime through meticulous planning and coordination. In the role of Office Manager, the focus is on employee well-being and seamless operations. Skills in graphic design and marketing span event planning, social media, and traditional advertising. Dedication to clients fosters new relationships and projects, including work with Crystal Bridges, resulting in significant profits for the firm.

CAD Technician | Spectrum Engineering, Inc.; Fayetteville, Arkansas

Responsibilities included providing construction documentation for the structural aspects of commercial projects, such as the U of A Indoor Football Practice Facility. Additionally, the role involved drafting contracts for other disciplines, including architectural and electrical services. Attended ADA seminars and implemented regulations to ensure compliance through additional code study.

CAD Technician | M. Mense Architects; Anchorage, Alaska

As the assistant to the AIA President, responsibilities included planning monthly luncheons, community charrettes, and yearly conventions. This involved managing media campaigns, coordinating venues and transportation, and engaging attendees. Graphic design tasks ranged from signage design to visual notetaking. Drawing production included taking as-built measurements, creating electronic files and hand sketches, and obtaining necessary permits.

Organizations |

- Elm Springs Heritage Center Board (past)
- Amazeum FUNdraiser (past)
- Rogers-Lowell Chamber of Commerce Small Business Council (past)
- Leadership Benton County (past)
- Tatum-Smith Engineers Board (past)
- NTI Architectural Drafting Technology Advisory Committee (past)
- NWACC Advisory Committee (past)

Accolades |

- Leadership Benton County 19/20
- NWABJ Forty Under 40
- AIA Certificate of Appreciation

Testimonials |

“Level 5 Architecture truly believes in the power of building community and connections. Working alongside the team with Melissa and Justin for several of our community projects was instrumental in helping get the resources needed to move the project forward. In addition, not only do they say they will do something, they show up and take action. That's true partnership. Level 5 Architecture wants to see communities thrive. When I think of restoring community, I think of Level 5.” Lakisha Bradley, My-Y-By-Design

“Level 5 Architecture explored the intersection of art and science with the Tinker'a-zation Stations they brought to The Ramble. It was a rich experience for citizens of all ages to experiment and explore their own creativity and made for a dynamic afternoon in the park”. Joanna Sheehan Bell, City of Fayetteville Art and Culture Director Parks, Natural Resources, and Cultural Affairs

“The expertise and insight provided by Melissa Dysart, from Level 5 Architecture Firm, in our student's CIRCLES presentation was a gift.” Jamie Hernandez, Special Education Consultant/Transition Coordinator, CIRCLES - Rogers HS

Education |

Architectural Drafting Technology Certificates | Northwest Technical Institute - Springdale, AR

Exhibitions |

- Arkansas Arts Council | Small Works On Paper
- Walton Arts Center Gallery | Our Art, Our Region, Our Time
- Sir Edmund | Lets Paws for Love
- Print League KC | Big Ink
- Tinker'a-zation Stations | Historic Preservation at Farmer's Market, Walker Park, The Ramble & Arts Week: Kids Day
- Amazeum | Girls STEAM Camp & Community Spotlight
- State of the Ozarks | Writer's Night
- Into + View Gallery | A Fairy-tail Deconstructed
- Los Tres Gatos | Guadalajara Tzompantli Paste-up
- Fenix Gallery | Womens' Work & Dia de los Muertos Festival Art
- CBS Sunday Morning | “A Wrinkle in Warp Speed”, Featured Sun Segment
- Shiloh Museum | Ozark Home, Beyond the Frame; Ozark Quilt Fair & Digital Quilt Exhibition
- RLCC | Art of the Bricks
- NWA Tech Summit | Farm-Raised to Virtual Reality, Speaker & Exhibition





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP25-01) OF
C.F. NOEL ADDITION LOT 11 TO THE CITY OF
SPRINGDALE, ARKANSAS, AND DECLARING AN
EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 11A

PART OF LOT 11, C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE ORIGINAL SW CORNER OF SAID LOT 11, THENCE N 63°59'31" E 1.47 FEET TO A SET IRON PIN AT THE SW CORNER OF LOT 11B, THENCE N 2°03'17" E 84.06 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING OF LOT 11A, THENCE S 87°56'24" E 114.52 FEET TO A SET IRON PIN, THENCE N 3°23'57" E 64.89 FEET TO A FOUND IRON PIN, THENCE N 86°42'17" W 116.07 FEET TO A SET IRON PIN, THENCE S 2°03'17" W 67.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES.

LOT 11B

PART OF LOT 11, C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE ORIGINAL SW CORNER OF SAID LOT 11, THENCE N 63°59'31" E 1.47 FEET TO A SET IRON PIN AT THE SW CORNER OF LOT 11B AND THE POINT OF BEGINNING, THENCE N 2°03'17" E 84.06 FEET TO A SET IRON PIN, THENCE S 87°56'24" E 114.52 FEET TO A SET IRON PIN, THENCE S 3°23'57" W 85.51 FEET TO A SET IRON PIN, THENCE N 87°12'53" W 112.53 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat (RP25-01) of C.F. Noel Addition Lot 11 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat (RP25-01) of C.F. Noel Addition Lot 11, to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



BASIS OF BEARINGS: ARKANSAS-NORTH STATE PLANE GRID

CERTIFICATION OF TRANSMITTAL, OWNERSHIP AND ORDINANCE

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all streets, alleys, easements, parks and other open spaces to public or private use as noted. The undersigned certifies that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law. The undersigned further certifies that the required ordinance of acceptance is in order having been approved by the City Attorney on _____.

CERTIFICATE OF ACCEPTANCE

I am the owner of the hereon described property and hereby agree to this land division as shown and also dedicate all rights of way and easements and setbacks shown to affect this property and also agree that approval of this plat does not guarantee septic system approval from the state health department.

Signature _____
RUBY MARTINEZ

STATE OF ARKANSAS
COUNTY OF WASHINGTON

Subscribed and sworn to before me this _____ DAY OF _____, 2025.

Notary Public _____

CERTIFICATE OF ACCEPTANCE

The undersigned hereby transmit this plat meets the current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertains to this plat and the offices of responsibility shown below.

Acceptance of Dedication	_____	Date _____	Signature _____ City Clerk
	_____		Mayor
Approval for Recording	_____		Director, Planning & Community Development Division
Commission	_____		Secretary, Planning Commission
	_____		Chairman, Planning Commission
Water & Sewer	_____		Engineer, Springdale Water Utilities
Streets & Drainage	_____		City Engineer

DESCRIPTION OF UTILITY EASEMENT DEDICATED BY THIS PLAT TO THE CITY OF SPRINGDALE, ARKANSAS

THE WEST 15 FEET OF LOTS 11A AND 11B OF THE REPLAT OF PART OF THE ORIGINAL LOT 11 OF C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 11B, THENCE N 2°03'31" E 151.43 FEET, THENCE S 86°42'17" E 15.00 FEET, THENCE S 2°03'31" W 151.31 FEET, THENCE N 87°12'53" W 15.00 FEET TO THE POINT OF BEGINNING.

THIS REPLAT COMPLIES WITH THE MASTER STREET PLAN OF THE CITY OF SPRINGDALE RESULTING IN PARTIAL WIDENING OF THE RIGHTS OF WAY OF GARY STREET AND PARKER AVENUE. RIGHT OF WAY ADDITION IS DESCRIBED AS FOLLOWS AND BY THIS PLAT IS HEREBY DEDICATED TO THE CITY OF SPRINGDALE, ARKANSAS.

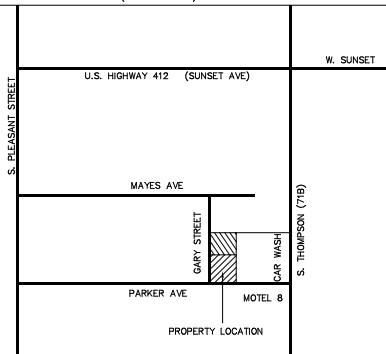
RIGHT OF WAY OF GARY STREET AND PARKER AVENUE DEDICATED TO THE CITY OF SPRINGDALE, ARKANSAS

PART OF LOT 11 OF C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE ORIGINAL SW CORNER OF SAID LOT 11 OF C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, THENCE N 2°03'31" E 82.86 FEET ALONG THE ORIGINAL RIGHT-OF-WAY OF GARY STREET, THENCE S 2°03'31" W 82.16 FEET, THENCE S 87°12'53" E 112.53 FEET, THENCE S 3°23'57" W 2.20 FEET, THENCE N 86°27'41" W 113.80 FEET ALONG THE ORIGINAL RIGHT OF WAY OF PARKER AVENUE TO THE POINT OF BEGINNING.

ORIGINAL SW CORNER LOT 11

LINE	BEARING	DISTANCE
L1	N 63°59'31" E	1.47'
L2	S 3°23'57" W	2.20'
L3	N 02°47'07" E	10.00'
L4	N 87°12'53" W	10.00'
L5	S 02°47'07" W	10.00'
L6	S 87°12'53" E	10.00'
L7	N 45°10'25" E	27.14'
L8	N 32°44'10" W	7.90'

VICINITY MAP (NOT TO SCALE)



EASEMENT DESCRIPTION OF WATER METER SETTING GRANTED TO SPRINGDALE WATER DEPARTMENT

PART OF LOT 11 OF C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF LOT 11B, THENCE N 87°12'53" W 32.99 FEET ALONG THE SOUTH LINE OF LOT 11B TO THE POINT OF BEGINNING, THENCE N 2°47'07" E 10.00 FEET, THENCE N 87°12'53" W 10.00 FEET, THENCE S 2°47'07" W 10.00 FEET, THENCE S 87°12'53" E 10.00 FEET TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION OF WATER SERVICE LINE GRANTED FOR USE OF LOT 11A, C.F. NOEL ADDITION

PART OF LOT 11 OF C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF LOT 11B, THENCE N 87°12'53" W 32.99 FEET ALONG THE SOUTH LINE OF LOT 11B TO THE POINT OF BEGINNING, THENCE ALONG THE CENTERLINE OF A 10 FOOT WIDE WATER SERVICE EASEMENT AS FOLLOWS: N 2°47'07" E 10.00 FEET, N 45°10'25" E 27.14 FEET, N 32°44'10" E 48.78 FEET AND N 32°44'10" W 7.90 FEET TO THE SOUTH LINE OF LOT 11A AND ENDING THERE.

PARENT TRACT DESCRIPTION - W.D. 2018-4780 - PARCEL 815-23-983-000

PART OF LOT 11, C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 11 AND RUNNING NORTH N 0°50'28" E 150 FEET, THENCE S 86°22'28" E 115.00 FEET, THENCE S 0°50'28" W 155.0 FEET, THENCE S 86°22'28" W 115.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.40 ACRES, MORE OR LESS.

SURVEY DESCRIPTION - LOT 11A

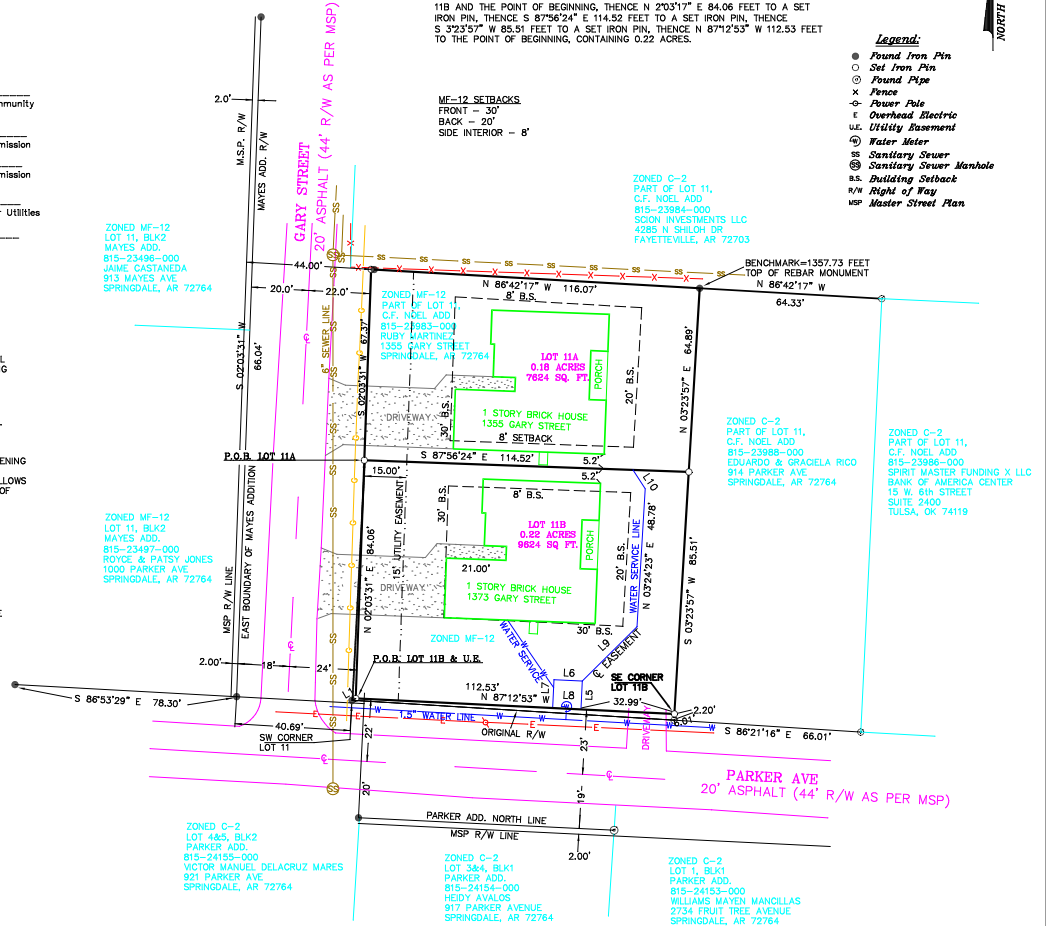
PART OF LOT 11, C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE ORIGINAL SW CORNER OF SAID LOT 11, THENCE N 63°59'31" E 1.47 FEET TO A SET IRON PIN AT THE SW CORNER OF LOT 11B, THENCE N 2°03'31" E 84.06 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING OF LOT 11A, THENCE S 87°56'24" E 114.52 FEET TO A SET IRON PIN, THENCE N 3°23'57" E 64.89 FEET TO A FOUND IRON PIN, THENCE N 86°42'17" W 116.07 FEET TO A SET IRON PIN, THENCE S 2°03'31" W 67.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES.

SURVEY DESCRIPTION - LOT 11B

PART OF LOT 11, C.F. NOEL ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE ORIGINAL SW CORNER OF SAID LOT 11, THENCE N 63°59'31" E 1.47 FEET TO A SET IRON PIN AT THE SW CORNER OF LOT 11B AND THE POINT OF BEGINNING, THENCE N 2°03'31" E 84.06 FEET TO A SET IRON PIN, THENCE S 87°56'24" E 114.52 FEET TO A SET IRON PIN, THENCE S 3°23'57" W 85.51 FEET TO A SET IRON PIN, THENCE N 87°12'53" W 112.53 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES.

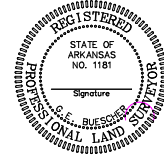
Legend:

- Found Iron Pin
- Set Iron Pin
- Found Pipe
- x Fence
- ◆ Power Pole
- ◆ Overhead Electric
- ◆ Utility Basement
- ◆ Water Meter
- ◆ Sanitary Sewer
- ◆ Sanitary Sewer Manhole
- ◆ Building Setback
- R/W Right of Way
- MSP Master Street Plan



THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE ACCORDING TO F.E.M.A. MAP 05143C0070G, DATED JANUARY 25, 2024.

THIS SURVEY WAS COMPLETED APRIL 16, 2025 AND IS FOR THE SOLE USE OF THE PARTY STATED HEREON.



500-17N-30W-0-02-210-72-1181

REPLAT OF LOT 11 OF C.F. NOEL ADDITION RP25-01

RUBY MARTINEZ

1038 ELWAY DRIVE
SPRINGDALE, AR 72764

SURVEY 1, LLC

2620 Melody Lane, Springdale, Arkansas 72762

TEL 479-750-1608 EMAIL gene.survey1@att.net

Gene E. Buescher R.L.S. #1181

OWNER: RUBY MARTINEZ
1038 ELWAY DRIVE
SPRINGDALE, AR 72764

SURVEYOR: GENE BUESCHER
2620 MELODY LANE
SPRINGDALE, AR 72762

W.O. 24219 DRAWN BY: GEB DATE: APRIL 17, 2025

Page 10

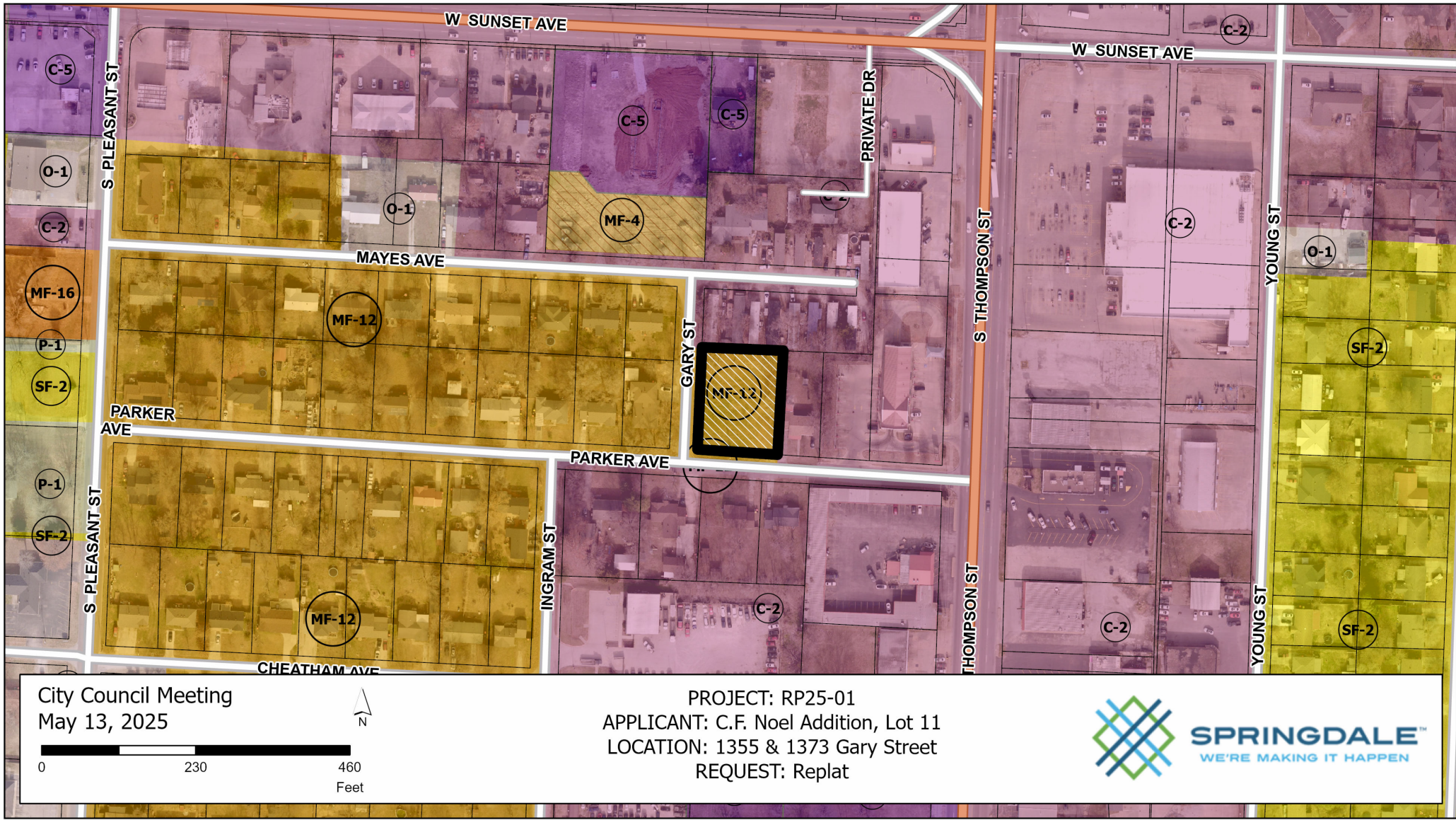


City Council Meeting
May 13, 2025



PROJECT: RP25-01
APPLICANT: C.F. Noel Addition, Lot 11
LOCATION: 1355 & 1373 Gary Street
REQUEST: Replat



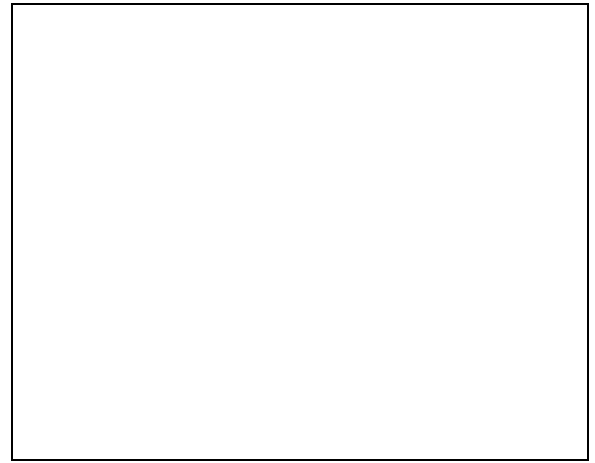


City Council Meeting
May 13, 2025



PROJECT: RP25-01
APPLICANT: C.F. Noel Addition, Lot 11
LOCATION: 1355 & 1373 Gary Street
REQUEST: Replat





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP25-03)
OF MOUNTAIN VIEW SECOND SUBDIVISION, LOT 8A,
BLOCK 2 TO THE CITY OF SPRINGDALE, ARKANSAS,
AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 8A, BLOCK 2, MOUNTAIN VIEW SECOND SUBDIVISION, BEING A REPLAT OF LOTS 8 AND 9, BLOCK 2, MOUNTAIN VIEW SECOND SUBDIVISION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat (RP25-03) of Mountain View Second Subdivision, Lot 8A, Block 2 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat (RP25-03) of Mountain View Second Subdivision, Lot 8A, Block 2, to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

CERTIFICATE OF OWNERSHIP

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all streets, alleys, easements, parks, and other open spaces to public or private use as noted. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law. The undersigned further certify that the required of acceptance is in order having been approved by the City Attorney on _____ Date

Signed: _____
Juan Munoz Herrera

Source of Title: Warranty Deed file #2024-00025595
ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this day before me, the undersigned Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person(s), _____ and

known to me to be the person(s) whose name(s) are subscribed to the within instruments and acknowledge that he/she/they executed the same for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all streets, alleys, easements, parks, and other open spaces to public or private use as noted. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to the applicable local or other law.

STATEMENT OF RESOLUTION

Transmittal, Ownership, and Ordinance. _____ has the authority to execute the Certificate of

CERTIFICATE OF ACCEPTANCE

The undersigned hereby certify that this plat meets current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertains to this plat and to the offices of responsibility shown below.

Date	Signature
Acceptance of Dedication	City Clerk
	Mayor
City of Springdale Approval of Recording	Director, Planning and Community Development Division
Commission	Secretary, Planning Commission
	Chairman, Planning Commission
Water and Sewer	Engineer, Springdale Water Utilities
Streets and Drainage	City Engineer

SURVEYOR'S NOTE: This property does lie within the 100-Year Flood Zone, according to the Flood Map for Washington County, Arkansas Community Panel No. 05143C0090C Dated: January 25, 2024.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clavis W. Satterfield, No. 0147, Ricky Hill, No. 1443, or Jacob Long, No. 1915, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

Satterfield Land Surveyors P.A., Copyright 2025

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR'S NOTE: All building, surface and subsurface, improvements on and adjacent to the site are not necessarily shown. The location and/or existence of utility service lines to the property surveyed are unknown and not shown. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

PROPERTY DESCRIPTION

PARCEL #815-23625-000

Parent Tract

Lots 8 and 9, Block 2, Mountain View Second Subdivision, Springdale, Washington County, Arkansas, containing 0.16 of an acre and subject to any Easements of Record.

PARCEL #815-23619-000
VANESSA CORVERA
416 S CLEVELAND ST
SPRINGDALE AR 72764
ZONE - NR1

PARCEL #815-23616-000
MAKI VENTURES LLC
207 OVERHILL DR
LOWELL AR 72745
ZONE - NR1

NOTES:

NO PERMANENT STRUCTURES, BUILDINGS, FOOTINGS, AIR CONDITIONING UNITS OR PADS, SIGNS, RETAINING WALLS, AWNINGS, COVERED SIDEWALKS, OR OTHER ITEMS SHALL NOT BE ERRECTED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.

FENCES SHALL NOT BE ERRECTED OR CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

ZONE NR1 BUILD-TO-LINE REQUIREMENTS

PRIMARY STREET 25' MIN / 50' MAX
SIDE STREET 10' MIN / 25' MAX
REAR 5'

THE BUILD-TO-LINE MUST MATCH THE AVERAGE FRONT FACADE LINE OF THE BLOCK FACE, AND LOTS WITH NO PRIMARY STREET OR SIDE STREET FRONTAGE (ABUTTING ADJACENT PROPERTIES) ARE EXEMPT FROM THE PRIMARY STREET BUILD-TO-LINE DIMENSIONAL REQUIREMENTS, AND ARE ONLY REQUIRED TO HAVE A FIVE FOOT (5') SETBACK ON SAID FRONTAGE.

ZONE NR1 SETBACK REQUIREMENTS

SIDE 10' MIN / 20' MAX.
REAR 30' MIN.

SURVEYOR'S CERTIFICATION

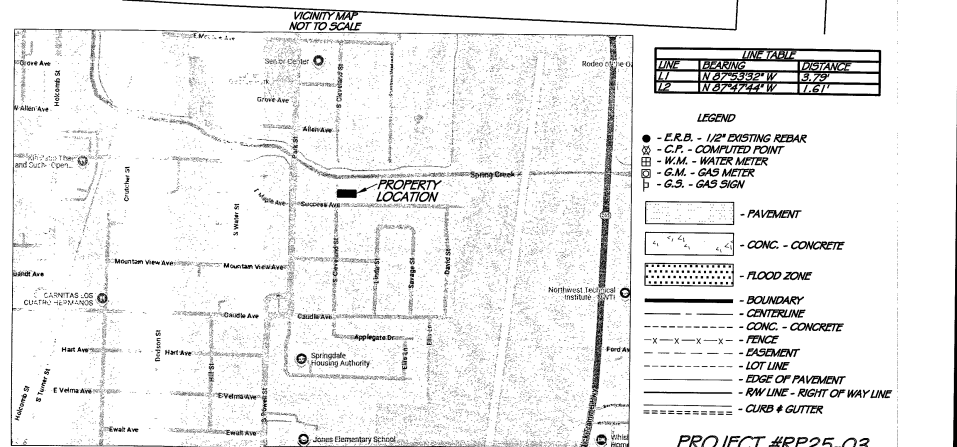
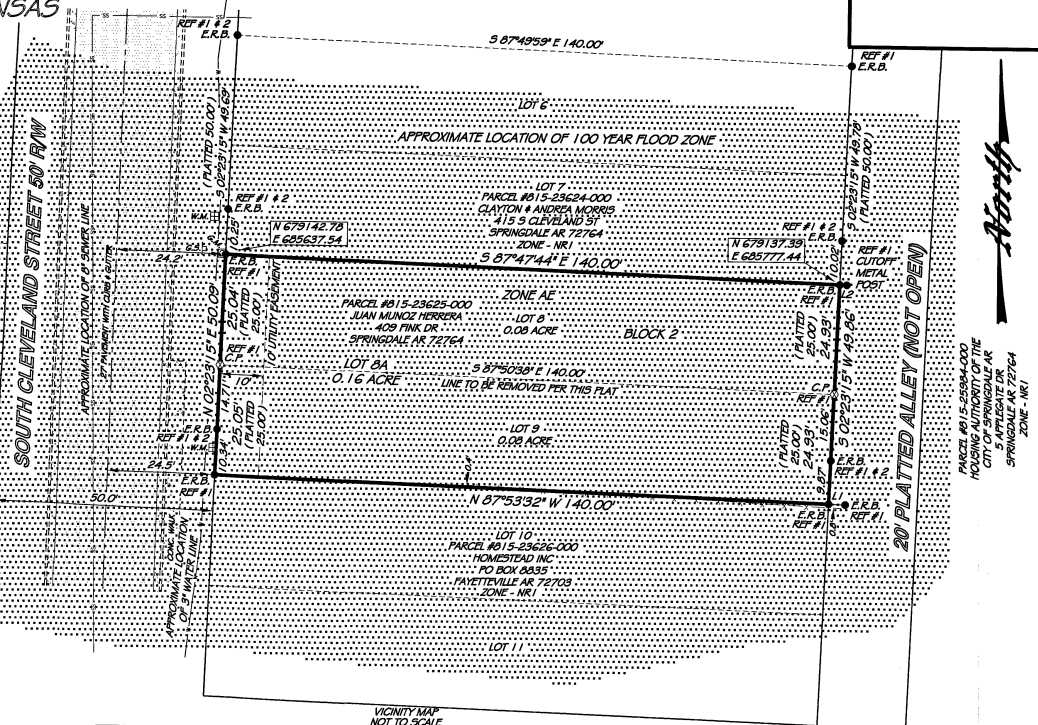
I HEREBY CERTIFY, THAT THIS PLAT ON JANUARY 16, 2025, REPRESENTS A SURVEY MADE BY SATTERFIELD LAND SURVEYORS AND THAT SAID SURVEY MEETS OR EXCEEDS THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS.

PROFESSIONAL LAND SURVEYOR
ARKANSAS REGISTRATION _____

DATE _____

MOUNTAIN VIEW SECOND SUBDIVISION LOT 8A, BLOCK 2

BEING A REPLAT OF LOTS 8 & 9, BLOCK 2,
MOUNTAIN VIEW SECOND SUBDIVISION,
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS



LINE	BEARING	DISTANCE
1/2	N 67°53'32\"	140.00'
1/2	S 87°44'44\"	140.00'

- LEGEND**
- E.R.B. - 1/2\" EXISTING REBAR
 - C.P. - COMPUTED POINT
 - W.M. - WATER METER
 - G.M. - GAS METER
 - G.S. - GAS SIGN
 - PAVEMENT
 - CONC. - CONCRETE
 - FLOOD ZONE
 - BOUNDARY
 - CENTERLINE
 - CONC. - CONCRETE
 - FENCE
 - EASEMENT
 - LOT LINE
 - EDGE OF PAVEMENT
 - RW LINE - RIGHT OF WAY LINE
 - CURB & GUTTER

PROJECT #RP25-03

PROPERTY ADDRESS: 417 S. CLEVELAND ST., SPRINGDALE, AR 72764

OWNER: JUAN MUNOZ HERRERA
CONTACT: SUSANA LOPEZ

SOUTHERN TRADITION REAL ESTATE
4700 S. THOMPSON ST. SUITE B101
SPRINGDALE, AR 72764

PHONE: (479) 626-6847

DRAWN BY: J.D.B.
SCALE: 1\" = 20'
DATE: 1-16-25
JOB NO. 49,476

Satterfield Land Surveyors P.A.
Page 13
1928 HWY. 71 NORTH, ALMA, AR 72921 PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

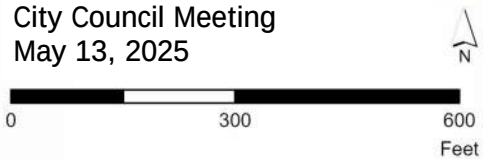
SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL / JACOB LONG
1928 HWY 71 NORTH
ALMA, AR 72921
PHONE:
(479) 632-3565
EMAIL:
rckyl@slsurveying.com
jlong@slsurveying.com

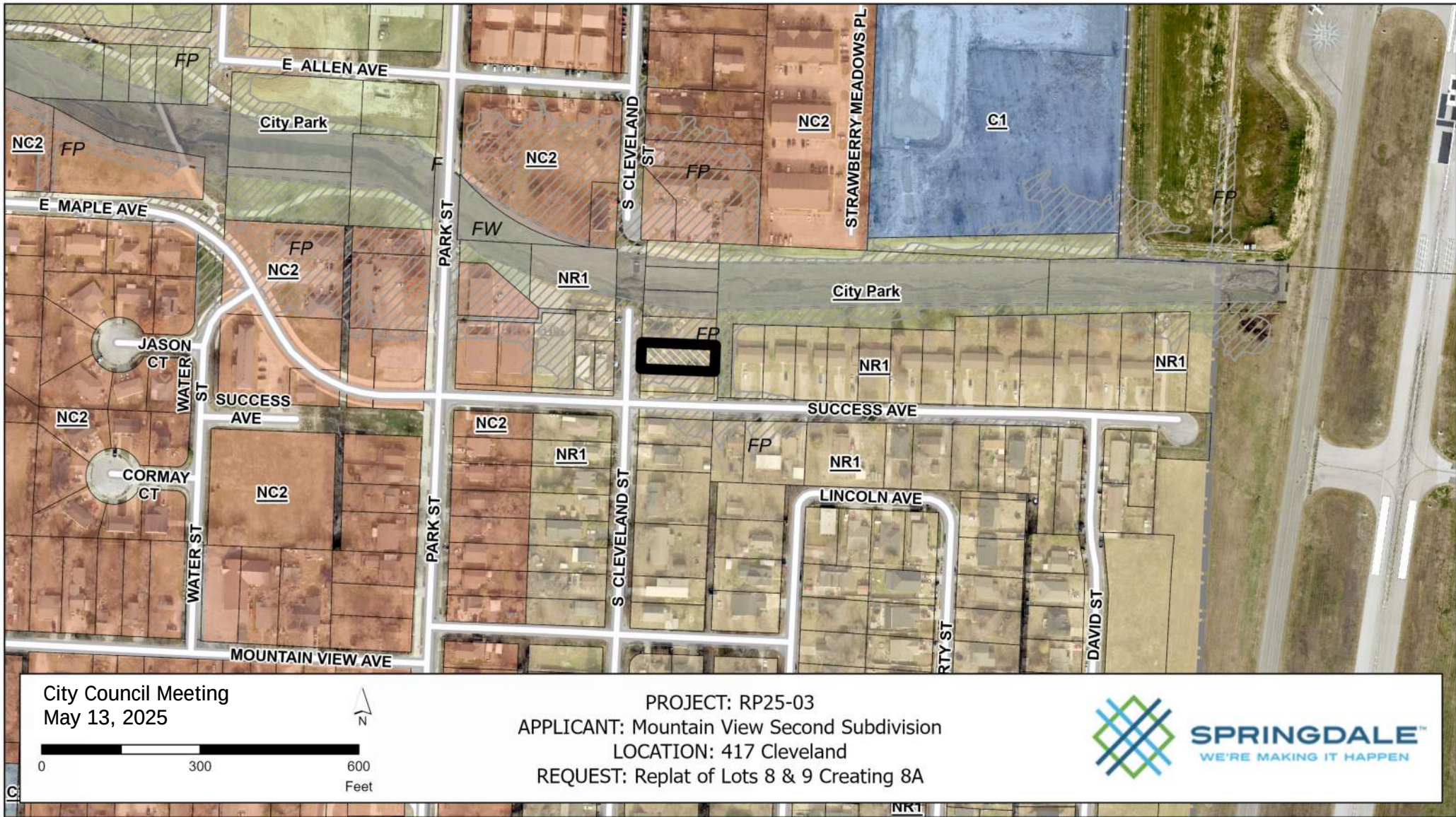


City Council Meeting
May 13, 2025



PROJECT: RP25-03
APPLICANT: Mountain View Second Subdivision
LOCATION: 417 Cleveland
REQUEST: Replat of Lots 8 & 9 Creating 8A







ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP25-02) OF JACOB'S CROSSING PHASE II & III TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING THE TRACT OF LAND NORTH AND WEST OF JACOB'S CROSSING SUBDIVISION PHASE 1, AS SHOWN IN PLAT BOOK 24A AT PAGE 600 OF THE WASHINGTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 17, SAID POINT BEING A COTTON PICKER SPINDLE; THENCE ALONG THE WEST LINE OF SAID NW 1/4 OF THE NW 1/4, N02°24'52"E A DISTANCE OF 632.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°24'52"E A DISTANCE OF 687.74 FEET TO A MONUMENT AT THE NORTHWEST CORNER OF SAID NW 1/4 OF THE NW 1/4 ; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4, S87°10'01"E A DISTANCE OF 993.42 FEET TO THE NORTHWEST CORNER OF SAID JACOB'S CROSSING SUBDIVISION PHASE 1; THENCE LEAVING SAID NORTH LINE AND ALONG SAID JACOB'S CROSSING SUBDIVISION PHASE 1, S02°50'11"W A DISTANCE OF 129.76 FEET; THENCE S27°39'01"E A DISTANCE OF 69.30 FEET; THENCE S15°08'59"E A DISTANCE OF 62.92 FEET; THENCE S02°29'21"E A DISTANCE OF 60.22 FEET; THENCE N87°37'23"W A DISTANCE OF 1.67 FEET; THENCE S02°22'37"W A DISTANCE OF 209.20 FEET; THENCE S12°21'46"W A DISTANCE OF 122.88 FEET; THENCE S09°54'31"E A DISTANCE OF 14.05 FEET; THENCE S04°53'30"W A DISTANCE OF 33.52 FEET; THENCE S21°19'35"W A DISTANCE OF 9.67 FEET; THENCE S47°03'20"W A DISTANCE OF 69.12 FEET; THENCE S38°40'31"W A DISTANCE OF 38.00 FEET; THENCE

S23°40'49"W A DISTANCE OF 17.52 FEET; THENCE S07°59'53"W A DISTANCE OF 60.08 FEET; THENCE S23°12'33"W A DISTANCE OF 28.45 FEET; THENCE S32°59'19"W A DISTANCE OF 73.51 FEET; THENCE S09°37'30"W A DISTANCE OF 13.15 FEET; THENCE S00°58'14"E A DISTANCE OF 12.97 FEET; THENCE S27°54'47"E A DISTANCE OF 6.62 FEET; THENCE N87°37'23"W A DISTANCE OF 228.56 FEET; THENCE N02°22'37"E A DISTANCE OF 267.25 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 32.28 FEET AND A CHORD BEARING AND DISTANCE OF N01°02'52"W – 32.26 FEET; THENCE N87°37'23"W A DISTANCE OF 121.57 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 33.86 FEET AND A CHORD BEARING AND DISTANCE OF N16°29'10"W – 33.79 FEET; THENCE N22°57'11"W A DISTANCE OF 19.04 FEET; THENCE S67°02'49"W A DISTANCE OF 46.00 FEET; THENCE N87°37'23"W A DISTANCE OF 320.94 FEET; THENCE S02°22'37"W A DISTANCE OF 35.00 FEET; THENCE N87°37'23"W A DISTANCE OF 164.83 FEET TO THE POINT OF BEGINNING, CONTAINING 17.742 ACRES (772,835 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF GEORGE ANDERSON ROAD ON THE WEST SIDE THEREOF, THE RIGHT-OF-WAY OF EAST DON TYSON PARKWAY ON THE NORTH SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept the said plat (FP25-04) of Jacob's Crossing Phase II & III to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the plat (FP25-04) of Jacob's Crossing of Jacob's Crossing Phase II & III, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

FINAL PLAT FOR

JACOB'S CROSSING SUBDIVISION

PHASE 2 AND 3
IN THE CITY OF
SPRINGDALE, ARKANSAS

SURVEYOR'S NOTES:

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

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X" (NO SHADING) DESIGNATED AS AN AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON THE F.I.R.M. MAP # 05143C00060, PANEL 80 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25TH, 2024. (NOTE: FLOOD STATEMENT DOES NOT GUARANTEE AGAINST LOCALIZED FLOODING.)

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS PROVIDED BY THE SURVEYOR AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE G.I.S. ONLY. NO ONE CALL PROVIDED. THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY. NO TITLE COMMITMENT OR BE EXCEPTIONS HAVE BEEN PROVIDED TO SURVEYOR.

REFERENCES:

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

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

- A. WARRANTY DEED: DTP DEVELOPMENT, LLC, RECORDED APRIL 22, 2022, FILE NO. 2022-15379.
B. BOUNDARY SURVEY: BY ENGINEERING SERVICES, INCORPORATED, CHARLES H. ANDERSON, PLS NO. 1499, RECORDED APRIL 6, 2005 IN FILE NO. 2005-14571.
C. FINAL PLAT OF SERENITY SUBDIVISION: BY ENGINEERING SERVICES, INCORPORATED, CHARLES H. ANDERSON, PLS NO. 1499, RECORDED MARCH 29, 2006 IN FILE NO. 23-271.
D. INFORMAL PLAT: BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED FEBRUARY 23, 2022, FILE NO. 24A-397.
E. FINAL PLAT OF JACOB'S CROSSING SUBDIVISION PHASE 1: BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED DECEMBER 9, 2024, FILE NO. 24A-600.

PARCEL No.: 815-30626-101

SURVEY DESCRIPTION:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING THE TRACT OF LAND NORTH AND WEST OF JACOB'S CROSSING SUBDIVISION PHASE 1, AS SHOWN IN PLAT BOOK 24A AT PAGE 600 OF THE WASHINGTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 17, SAID POINT BEING A COTTON PICKER SPINDLE; THENCE ALONG THE WEST LINE OF SAID NW 1/4 OF THE NW 1/4, N022°45'2"E A DISTANCE OF 632.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N022°45'2"E A DISTANCE OF 487.74 FEET TO A MONUMENT AT THE NORTHWEST CORNER OF SAID NW 1/4 OF THE NW 1/4; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4, S87°07'01"E A DISTANCE OF 983.42 FEET TO THE NORTHWEST CORNER OF SAID JACOB'S CROSSING SUBDIVISION PHASE 1; THENCE LEAVING SAID NORTH LINE AND ALONG SAID JACOB'S CROSSING SUBDIVISION PHASE 1, S02°07'11"W A DISTANCE OF 129.76 FEET; THENCE S27°30'01"E A DISTANCE OF 69.30 FEET; THENCE S15°08'59"E A DISTANCE OF 62.82 FEET; THENCE S02°29'21"E A DISTANCE OF 60.22 FEET; THENCE N87°37'23"W A DISTANCE OF 1.47 FEET; THENCE S02°22'37"W A DISTANCE OF 209.20 FEET; THENCE S27°14'11"W A DISTANCE OF 122.88 FEET; THENCE S04°04'15"E A DISTANCE OF 14.00 FEET; THENCE S04°53'30"W A DISTANCE OF 33.62 FEET; THENCE S21°19'35"W A DISTANCE OF 8.67 FEET; THENCE S47°03'20"W A DISTANCE OF 69.12 FEET; THENCE S38°40'51"W A DISTANCE OF 36.00 FEET; THENCE S23°04'51"W A DISTANCE OF 17.03 FEET; THENCE S07°50'53"W A DISTANCE OF 60.08 FEET; THENCE S23°12'33"W A DISTANCE OF 28.40 FEET; THENCE S32°59'19"W A DISTANCE OF 73.51 FEET; THENCE S09°37'50"W A DISTANCE OF 13.15 FEET; THENCE S00°56'14"E A DISTANCE OF 13.87 FEET; THENCE S27°34'41"E A DISTANCE OF 64.63 FEET; THENCE N87°37'23"W A DISTANCE OF 228.58 FEET; THENCE N02°32'21"E A DISTANCE OF 287.25 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 32.28 FEET AND A CHORD BEARING AND DISTANCE OF N07°02'50"W - 32.26 FEET; THENCE N87°37'23"W A DISTANCE OF 121.57 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 33.96 FEET AND A CHORD BEARING AND DISTANCE OF W49°29'10"W - 33.79 FEET; THENCE N22°57'11"W A DISTANCE OF 19.04 FEET; THENCE S87°02'49"W A DISTANCE OF 46.00 FEET; THENCE N87°37'23"W A DISTANCE OF 203.04 FEET; THENCE S02°22'37"W A DISTANCE OF 38.00 FEET; THENCE N87°37'23"W A DISTANCE OF 164.83 FEET TO THE POINT OF BEGINNING, CONTAINING 17.742 ACRES (172.835 SQUARE FEET) MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF GEORGE ANDERSON ROAD ON THE WEST SIDE; THEREOF, THE RIGHT-OF-WAY OF EAST DON TYSON PARKWAY ON THE NORTH SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

CERTIFICATE OF ACCURACY OF SURVEY:

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

DATE:

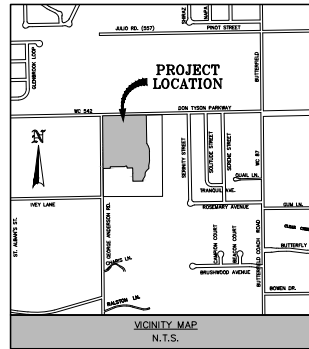
SURVEYOR:

PRELIMINARY

JAMES S. AUNSPAUGH, AR P.S. 1374



STREET TABLE	
CLASSIFICATION	PUBLIC STREET
LOCAL STREET	2,466 L.F.
GEORGE ANDERSON (COLLECTOR)	688 L.F.



FP25-04
April 16, 2025

BY
ENGINEERING SERVICES INC.



CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS

PHONE: 479-751-8733

FAX: 479-751-8746

WWW.ENGINEERSERVICES.COM

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1 OF 3	COVER
2 OF 3	FINAL PLAT
3 OF 3	EASEMENT LAYOUT

NOTES:

- 1/2" REBAR WITH CAP "PS 1374" SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
- NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.
- ALL SIDEWALKS ARE 5' OR 6' UNLESS OTHERWISE NOTED AND SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT DO NOT HAVE LOT FRONTAGE.
- ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6' FROM THE SIDE PROPERTY LINE.
- STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6,800 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/BILLED BY THE CITY.
- LOTS 74, 100, 101 & 131 THROUGH 136 SHALL NOT HAVE ACCESS TO E. DON TYSON PARKWAY.
- LOTS 124 THROUGH 131 SHALL NOT HAVE ACCESS TO GEORGE ANDERSON ROAD.
- MINIMUM FINISHED FLOOR ELEVATIONS FOR LOTS 82-86 & 92-106 SHALL BE SET BY AN ENGINEER BASED ON THE HOUSE PLAN AND SHALL TAKE INTO ACCOUNT ANY OVERFLOW WATER FROM THE BOX CULVERTS ADJACENT TO THE LOTS.

TRANSMITTAL, OWNERSHIP, AND DEDICATION:

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

OWNER / DEVELOPER: DTP DEVELOPMENT, LLC
0100 JB HUNT DR SUITE 1000
ROGERS, AR 72778-6601

SIGNATURE

DATE

RESOLUTION: RESOLVED THAT DTP DEVELOPMENT, LLC, HEREBY AUTHORIZES BRYAN HUNT TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS FINAL PLAT.

CERTIFICATE: WE, DTP DEVELOPMENT, LLC, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

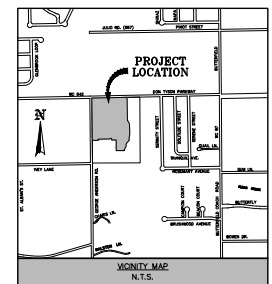
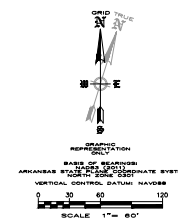
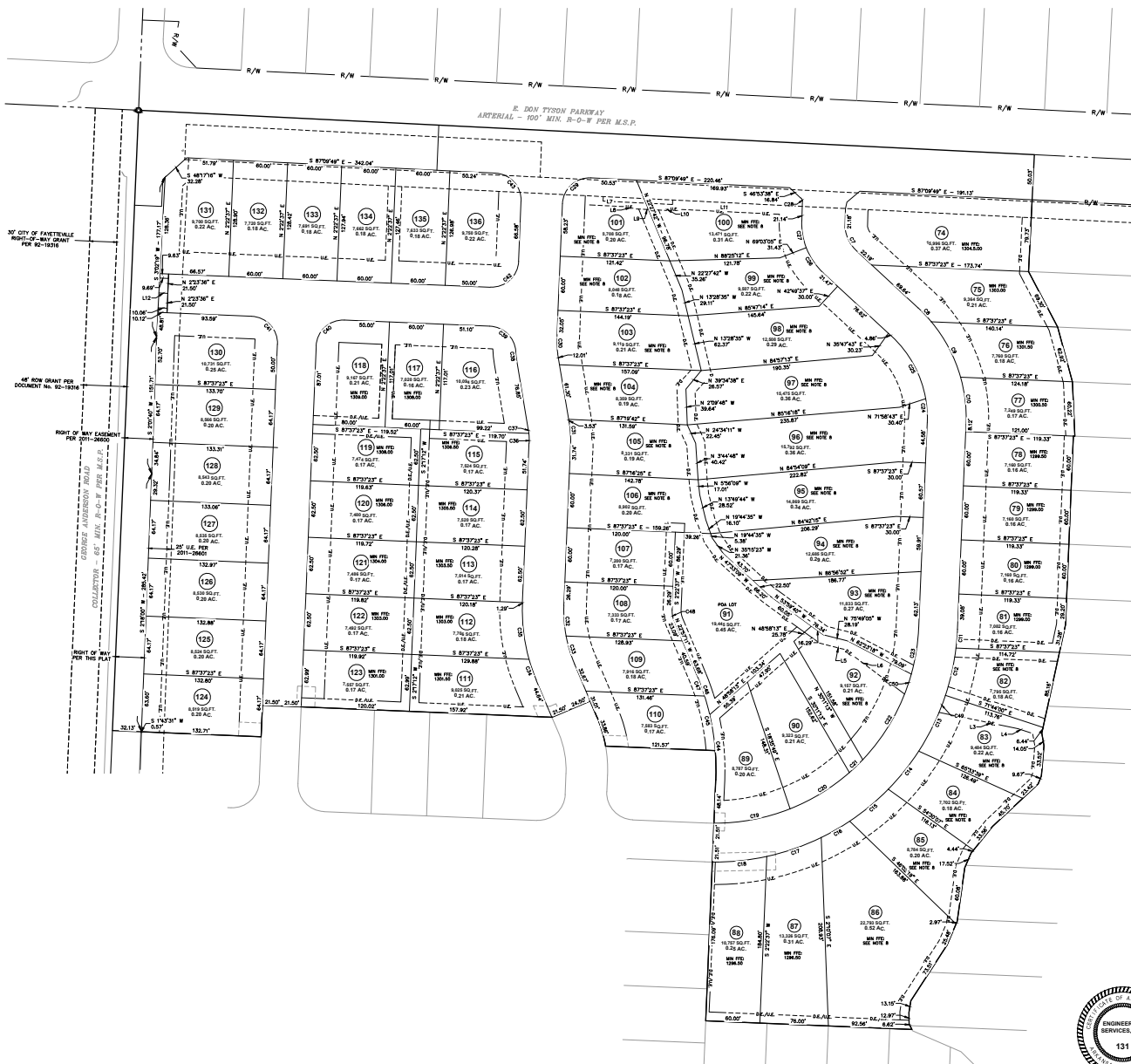
DATE: SIGNATURE:

CERTIFICATE OF ACCEPTANCE:

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

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

SHEET 1 of 3
PLAT CODE: 500-17N-20W-0-17-440-72-1374



Line Table

Line #	Length	Bearing
L1	100.00	N 0° 0' 0" E
L2	75.00	N 0° 0' 0" E
L3	60.00	N 0° 0' 0" E
L4	17.00	N 0° 0' 0" E
L5	30.00	N 0° 0' 0" E
L6	40.00	N 0° 0' 0" E
L7	60.00	N 0° 0' 0" E
L8	10.00	N 0° 0' 0" E
L9	30.00	N 0° 0' 0" E
L10	10.00	N 0° 0' 0" E
L11	10.00	N 0° 0' 0" E
L12	10.00	N 0° 0' 0" E

Curve Table

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	100.00	100.00	100.00	N 0° 0' 0" E
C2	100.00	100.00	100.00	N 0° 0' 0" E
C3	100.00	100.00	100.00	N 0° 0' 0" E
C4	100.00	100.00	100.00	N 0° 0' 0" E
C5	100.00	100.00	100.00	N 0° 0' 0" E
C6	100.00	100.00	100.00	N 0° 0' 0" E
C7	100.00	100.00	100.00	N 0° 0' 0" E
C8	100.00	100.00	100.00	N 0° 0' 0" E
C9	100.00	100.00	100.00	N 0° 0' 0" E
C10	100.00	100.00	100.00	N 0° 0' 0" E
C11	100.00	100.00	100.00	N 0° 0' 0" E
C12	100.00	100.00	100.00	N 0° 0' 0" E
C13	100.00	100.00	100.00	N 0° 0' 0" E
C14	100.00	100.00	100.00	N 0° 0' 0" E
C15	100.00	100.00	100.00	N 0° 0' 0" E
C16	100.00	100.00	100.00	N 0° 0' 0" E
C17	100.00	100.00	100.00	N 0° 0' 0" E
C18	100.00	100.00	100.00	N 0° 0' 0" E
C19	100.00	100.00	100.00	N 0° 0' 0" E
C20	100.00	100.00	100.00	N 0° 0' 0" E

Curve Table

Curve #	Length	Radius	Chord Length	Chord Bearing
C21	100.00	100.00	100.00	N 0° 0' 0" E
C22	100.00	100.00	100.00	N 0° 0' 0" E
C23	100.00	100.00	100.00	N 0° 0' 0" E
C24	100.00	100.00	100.00	N 0° 0' 0" E
C25	100.00	100.00	100.00	N 0° 0' 0" E
C26	100.00	100.00	100.00	N 0° 0' 0" E
C27	100.00	100.00	100.00	N 0° 0' 0" E
C28	100.00	100.00	100.00	N 0° 0' 0" E
C29	100.00	100.00	100.00	N 0° 0' 0" E
C30	100.00	100.00	100.00	N 0° 0' 0" E
C31	100.00	100.00	100.00	N 0° 0' 0" E
C32	100.00	100.00	100.00	N 0° 0' 0" E
C33	100.00	100.00	100.00	N 0° 0' 0" E
C34	100.00	100.00	100.00	N 0° 0' 0" E
C35	100.00	100.00	100.00	N 0° 0' 0" E
C36	100.00	100.00	100.00	N 0° 0' 0" E
C37	100.00	100.00	100.00	N 0° 0' 0" E
C38	100.00	100.00	100.00	N 0° 0' 0" E
C39	100.00	100.00	100.00	N 0° 0' 0" E
C40	100.00	100.00	100.00	N 0° 0' 0" E

Curve Table

Curve #	Length	Radius	Chord Length	Chord Bearing
C41	100.00	100.00	100.00	N 0° 0' 0" E
C42	100.00	100.00	100.00	N 0° 0' 0" E
C43	100.00	100.00	100.00	N 0° 0' 0" E
C44	100.00	100.00	100.00	N 0° 0' 0" E
C45	100.00	100.00	100.00	N 0° 0' 0" E
C46	100.00	100.00	100.00	N 0° 0' 0" E
C47	100.00	100.00	100.00	N 0° 0' 0" E
C48	100.00	100.00	100.00	N 0° 0' 0" E
C49	100.00	100.00	100.00	N 0° 0' 0" E
C50	100.00	100.00	100.00	N 0° 0' 0" E
C51	100.00	100.00	100.00	N 0° 0' 0" E
C52	100.00	100.00	100.00	N 0° 0' 0" E
C53	100.00	100.00	100.00	N 0° 0' 0" E
C54	100.00	100.00	100.00	N 0° 0' 0" E
C55	100.00	100.00	100.00	N 0° 0' 0" E
C56	100.00	100.00	100.00	N 0° 0' 0" E
C57	100.00	100.00	100.00	N 0° 0' 0" E
C58	100.00	100.00	100.00	N 0° 0' 0" E
C59	100.00	100.00	100.00	N 0° 0' 0" E
C60	100.00	100.00	100.00	N 0° 0' 0" E

Frontage Table

Lot #	Length (ft)	Lot #	Length (ft)	Lot #	Length (ft)	Lot #	Length (ft)
74	100.00	90	75.00	106	60.00	122	60.00
75	85.36	91	20.80	107	60.00	123	62.99
76	66.52	92	93.06	108	60.46	124	64.17
77	60.62	93	98.30	109	65.76	125	64.17
78	60.00	94	62.76	110	64.01	126	64.17
79	60.00	95	60.57	111	66.37	127	64.17
80	60.00	96	60.46	112	63.37	128	64.17
81	60.02	97	66.74	113	62.50	129	64.17
82	61.98	98	80.33	114	62.50	130	154.00
83	71.94	99	69.53	115	62.50	131	75.86
84	60.00	100	78.80	116	139.89	132	60.00
85	60.00	101	86.33	117	60.00	133	60.00
86	60.00	102	60.00	118	137.01	134	60.00
87	65.94	103	60.46	119	62.50	135	60.00
88	60.61	104	61.46	120	62.50	136	146.58
89	75.40	105	60.19	121	62.50		



FP25-04
PLAT CODE: 500-179W-0-17-440-72-1374

ENGINEERING SERVICES, INC.
ENGINEERING SERVICES, INC.
SPRINGDALE, ARKANSAS 72704

EASEMENT LAYOUT
JACOB'S CROSSING SUBDIVISION PHASE 2 & 3
SPRINGDALE, ARKANSAS

REVISION: DATE: DESCRIPTION:

SCALE: 1"=60'

DATE: Apr 16, 2025

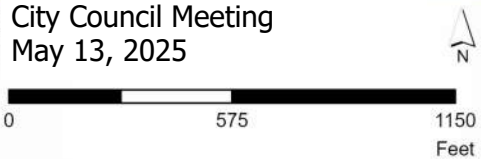
Drawn by:

W.O. #: 22916

3/3

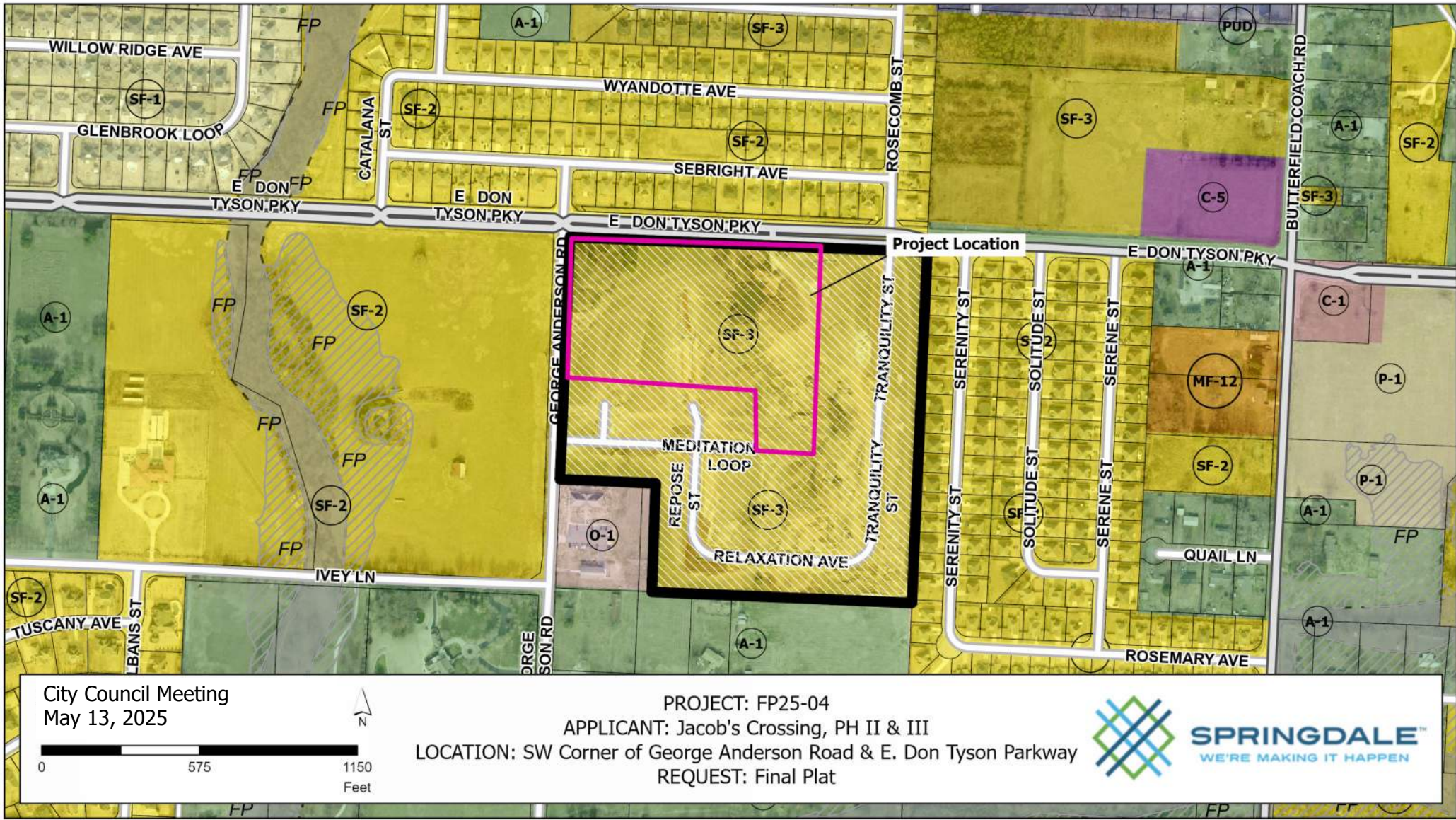


City Council Meeting
May 13, 2025



PROJECT: FP25-04
APPLICANT: Jacob's Crossing, PH II & III
LOCATION: SW Corner of George Anderson Road & E. Don Tyson Parkway
REQUEST: Final Plat





City Council Meeting
May 13, 2025



PROJECT: FP25-04
APPLICANT: Jacob's Crossing, PH II & III
LOCATION: SW Corner of George Anderson Road & E. Don Tyson Parkway
REQUEST: Final Plat



ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 110-137
OF THE CODE OF ORDINANCES OF THE CITY
OF SPRINGDALE, ARKANSAS; AND
DECLARING AN EMERGENCY.**

WHEREAS, Chapter 110, Article VI, of the Code of Ordinances of the City of Springdale, Arkansas, contains the provisions and regulations pertaining to street names and address numbers in the City of Springdale, Arkansas;

WHEREAS, Section 110-137 of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to clarify the assignment of subdivision addresses in the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale City Council on May 13, 2025, after notice was given of said hearing as currently required by Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Section 110-137 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-137. Name and number; assignment, review, approval.

- (a) *Official records maintained.* Official records of address numbers shall be maintained by the Information Technology Division (or other staff as appointed by the Mayor). The city council shall have the final authority to change any assignment upon an appeal by any affected party.
- (b) *Proposed names and changes.* All proposed street names and name changes shall be reviewed for continuity with this article by the Information Technology Division (or other staff as appointed by the Mayor), who shall recommend alternative names when a proposed name duplicates or is so similar to an existing name that confusion could hamper prompt delivery of emergency services. Assignment of street names with similar spelling and phonetic pronunciation is prohibited within the city limits and postal zip codes of the City. Appeals of street name assignment can be made to the city council, who shall have the final authority to change any assignment upon an appeal by any affected party.
- (c) *Address number assignment, timing.* Addresses shall be assigned by the Information Technology Division (or other staff as appointed by the Mayor) as follows:

- (1) *Residential, ~~Commercial, or Industrial~~ Subdivisions.* Addresses shall be assigned within 10 business days of the final plat acceptance by the city council.
 - (2) *Residential, Commercial, or Industrial Developments (Large Scale, Non-Large Scale).* Addresses shall be assigned within 10 business days of approval by the planning commission.
 - (3) *All other assignments.* All other addresses, including but not limited to: utility meters, suite/unit assignments, out-lot/single lot assignments; once requested, the address(s) shall be assigned within 5 business days unless otherwise prohibited.
 - (4) *Exceptions.* Addresses may be assigned to a subdivision or development at any time if the addresses are required as part of a State or Federal review, application, or approval process. Street name approvals, if any, will need to be obtained from the Information Technology Division (or other staff as appointed by the Mayor) prior to address assignment. Once requested, addresses shall be assigned within 10 business days.
- (d) No plat establishing street names shall be filed with the county recorder's office prior to obtaining street name approval from the Information Technology Division (or other staff as appointed by the Mayor).

Section 2: All other provisions of Chapter 110 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF RIGHT
OF WAY TO THE ARKANSAS STATE HIGHWAY
COMMISSION OVER AND ACROSS PROPERTY OWNED
BY THE SPRINGDALE WATER & SEWER COMMISSION
IN BENTON COUNTY, ARKANSAS, AND CONCURRING
WITH THE AMOUNT OF COMPENSATION RELATED
THERE TO.**

WHEREAS, the Springdale Water & Sewer Commission owns certain property located in Benton County, Arkansas, known as Tax Parcel No. 21-00272-422 ("the Property");

WHEREAS, the Arkansas State Highway and Transportation Department is undertaking a new bypass from Highway 112 to West Wallis Road in Springdale, Arkansas (Job No. 090513), which will require that right-of-way be acquired over and across the Property, and as shown on the attached Exhibit "A";

WHEREAS, the Springdale Water & Sewer Commission has agreed to and approved an amount of compensation to be paid for the right-of-way to be obtained by ARDOT over and across the Property, in the amount of \$191,525.00;

WHEREAS, pursuant to Arkansas law, the Ordinances establishing the Springdale Water & Sewer Commission reserved the power to sell or transfer real property to the Springdale City Council; and

WHEREAS, it is the desire of the City of Springdale and the Springdale Water & Sewer Commission to agree upon the terms associated with the grant of right-of-way to ARDOT across the Property for the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute any documents necessary to facilitate the granting of right-of-way associated with the Springdale Bypass – W. Wallis Road (Job No. 090513) project being undertaken by the Arkansas State Highway and Transportation Department, and the City hereby concurs with the amount of compensation to be paid by ARDOT for such right-of-way, as approved by the Springdale Water & Sewer Commission, in the amount of \$191,525.00.

PASSED AND APPROVED this 13th day of May, 2025.

Doug Sprouse, Mayor

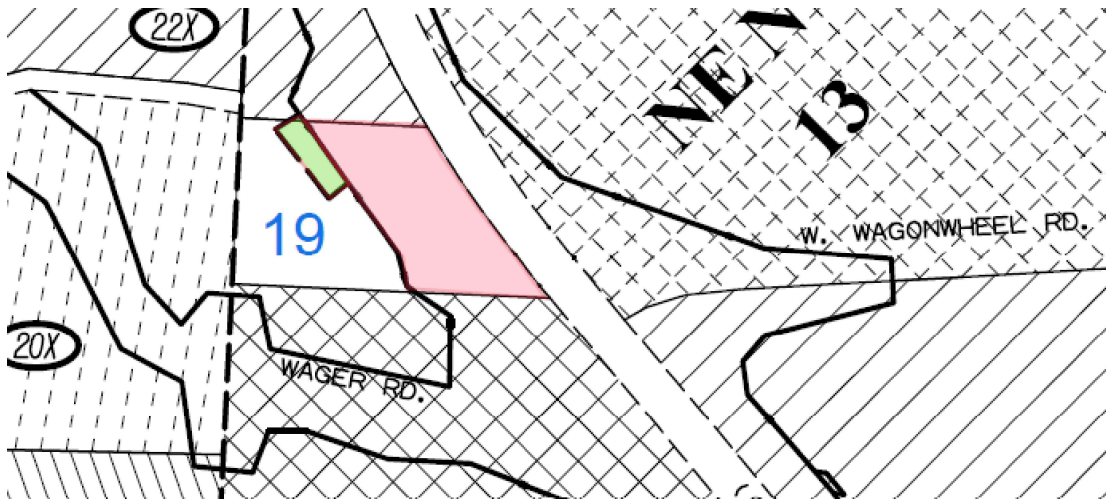
ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ROW Whole Property Plan area



Google Aerial from Appraisal Report



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM NILES GRAHAM AND BRENNA GRAHAM FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 104), said lands being owned by Niles Graham and Brenna Graham, also known as Washington County Tax Parcel No. 815-29789-236, located at 5503 W. County Line Road, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, the City's estimate of compensation for the easements across the Property, as determined by an appraisal, is \$43,600.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$53,600.00 to acquire the easements across the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$10,000.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across 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 easements needed across the aforementioned parcel of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 104), said lands being owned by Niles Graham and Brenna Graham for the total sum of \$53,600.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this ____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



APPRAISAL REPORT

ON

THE NILES H. & BRENNNA GRAHAM PROPERTY
(.91± ACRE / 39,533± SQUARE FEET);
LOCATED AT 5503 W. COUNTY LINE ROAD,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, AR
TRACT #24A
Tract 815-29789-236

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE ARKANSAS 72703

FILE NO. 6769-62

Type text here

AS OF

OCTOBER 17, 2024

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

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

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian*

October 22, 2024

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

RE: The Niles H. & Brenna Graham Property; .91± Acre, Located at 5503 W. County Line Road, along the south side of of County Line Road, Springdale, Arkansas; Washington County

Dear Mr. Carr:

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

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

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

This report addresses: the market value of the Whole Property (land only) prior to the City of Springdale acquiring 8,697± square feet (SF) in right of way (ROW), 3,975± SF in permanent utility easement (PUE) and 1,988± SF in temporary construction easement (TCE), as of October 17, 2024, and, the market value of the Remainder Property (land only) after the acquisition of 8,697± square feet (SF) in right of way (ROW), 3,975± SF in permanent utility easement (PUE) and 1,988± SF in temporary construction easement (TCE), are in place, also as of October 17, 2024.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is our opinion the market value of the subject property, as of October 17, 2024, was as follows:

Whole Property	=	\$172,650
Remainder Property	=	<u>\$130,550</u>
Subtotal	=	\$ 42,100
Plus: Temporary Construction Easement	=	<u>\$ 1,500</u>
Damage To Market Value - - -	=	\$ 43,600

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

The following Extraordinary Assumptions are utilized in this report:

1. Subject land sizes, Whole Property and Remainder Property, are approximately as indicated;
2. The area of acquisition is approximately as indicated;
3. The City of Springdale, at their expense, will put the land area, fencing and concrete drive located within the PUE and TCE back to as near original condition as possible; This report includes compensation for the property owner being responsible for relocating the power gate to a new location on or south of the new right of way line. The City of Springdale is responsible for the relocation of the wood fence on the north property line;
4. Subject and adjacent properties are in compliance with all applicable EPA regulations.

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

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

A Hypothetical Condition of this appraisal is that the Gene George Boulevard North Project-N. 56th Street and County Line Road is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Gene George Boulevard North Project-N. 56th Street and County Line Road is not complete and in place as of October 17, 2024. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

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

Sincerely,



Shannon Reed Mueller, MAI, R/W-AC, CG2302
REED & ASSOCIATES, INC.



Robert M. Potts, CG0823
REED & ASSOCIATES, INC.



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 5503 W. County Line Road, Springdale, Arkansas
Client: City of Springdale
Fee Owner: Niles H. & Brenna Graham
Mailing Address: 5503 W. County Line Road, Springdale, AR 72762

Area Of The Whole:	1.00± AC, or 43,600± SF	Permanent Utility Easement:	0.091±
Less: Prescriptive ROW	<u>0.09± AC, or 4,067± SF</u>		AC,
Net Usable Area of Whole	0.91± AC, or 39,533± SF		3,975± SF
Area Of Remainder:	.80± AC, or 34,903± SF	Temporary Construction Easement	0.046± AC, or 1,988± SF

Area Of Acquisition:	0.20± AC, or 8,697± SF
Less: Prescriptive ROW:	<u>0.09± AC, or 4,067± SF</u>
Net ROW Acquisition;	0.11± AC, or 4,630± SF

HIGHEST AND BEST USE:

Whole Property	Low Density Residential
Remainder Property	Low Density Residential

ACQUISITION COMPENSATION:

Before

Land: 39,533± SF @ \$3.85/SF (Rounded)	\$	152,200	
Improvements: Concrete Driveway, Landscaping, Trees, Gate	\$	20,450	
Total:		\$	172,650

After

Land: 34,903± SF @ \$3.74/SF (Rounded)	\$	130,550	
Improvements: Not Applicable	\$		
Total		\$	130,550

FAIR MARKET VALUE OF ACQUISITION	\$	42,100	
Plus: TCE	\$	1,500	

Total Compensation as of: October 17, 2024	\$	43,600	
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ALLOCATION OF COMPENSATION

Land: 4,630± SF @ \$3.85/SF (RND)	\$	17,825	
Permanent Utility Easement: 3,975± SF @ \$3.85/SF (RND) x 25%	\$	3,825	
Improvements: Concrete Driveway, Landscaping, Trees, Bushes	\$	20,450	
Temporary Construction Easement 1,988± SF (RND)	\$	1,500	
Damages: Not Applicable	\$	0	
Cost to Cure Items: Not Applicable	\$	0	
Total Compensation:	\$	\$43,600	

Shannon Reed Mueller

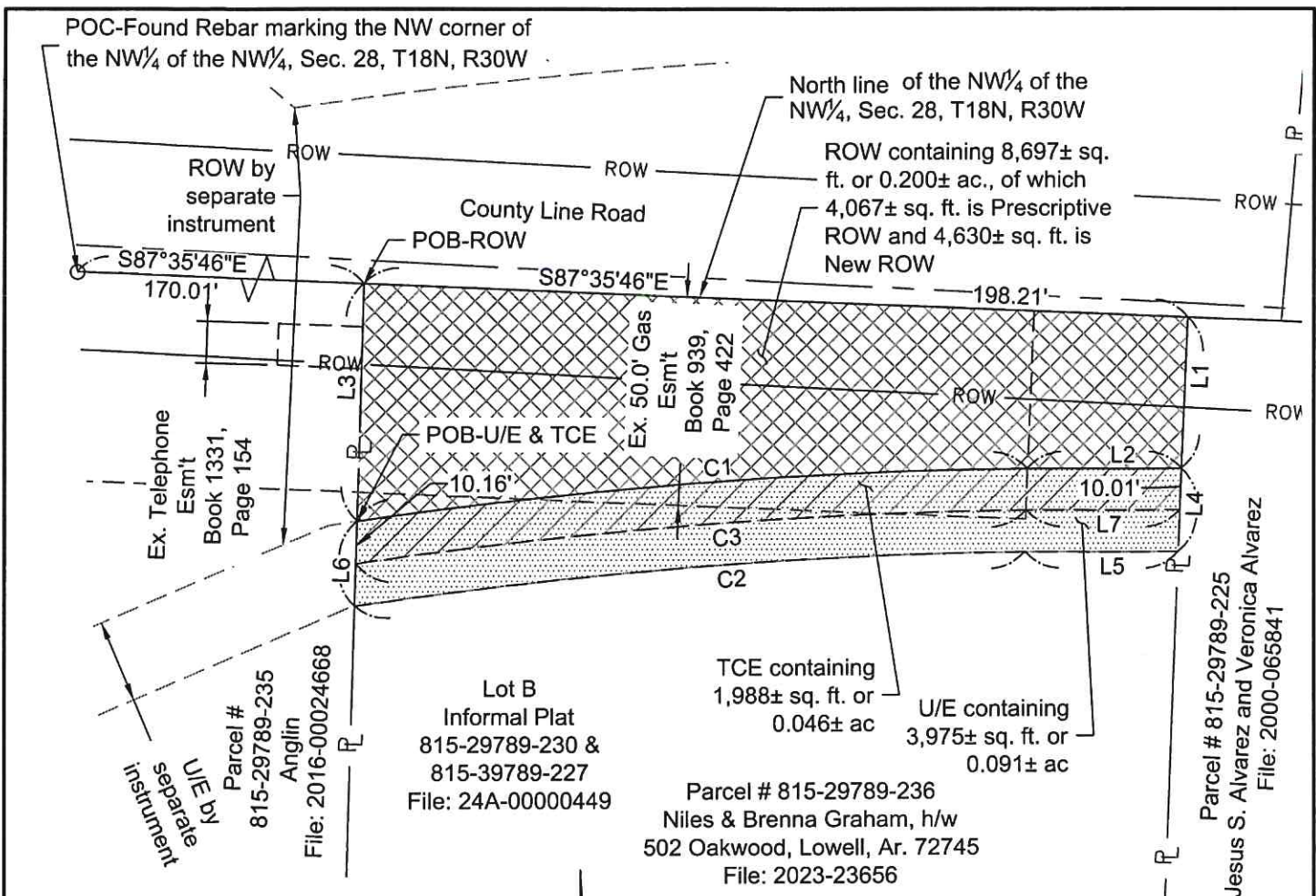


Shannon Reed Mueller, MAI, R/W-AC, CG2302
Reed & Associates, Inc.

Robert M. Potts



Robert M. Potts, CG0823
Reed & Associates, Inc.



Line Table		
#	Direction	Length
L1	S02°17'56"W	36.35'
L2	N89°49'58"W	37.78'
L3	N01°40'43"E	56.94'
L4	S02°17'56"W	20.02'
L5	N89°49'58"W	37.56'
L6	N01°40'43"E	20.31'
L7	N89°49'58"W	37.67'

Curve Table				
#	Radius	Length	Chord Bearing	Chord Length
C1	1187.00'	161.07'	S85°35'04"W	160.94'
C2	1167.00'	161.10'	S85°28'45"W	160.97'
C3	1177.00'	161.08'	S85°31'56"W	160.96'

LEGEND	
	Right-of-Way Easement (ROW)
	Utility Easement (U/E)
	Temp. Construction Esm't (TCE)
	Existing Right-of-Way line
	Property Line
	Section Line

This sketch is not a boundary survey. It is intended to shown the configuration of a proposed permanent right-of-way, a permanent utility easement and a temporary construction easement.

PROJECT NO: 021-07405
 DRAWN BY: DRC
 DATE: 05.15.2024

ROW & EASEMENT DRAWING
 PARCEL NO. 815-29789-236
 NILES & BRENNIA GRAHAM, H/W

olsson

3537 N. Steete Blvd, Ste. 310
 Fayetteville, AR 72703
 TEL 479.443.3404
 AR COA #1010

EXHIBIT

A

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR
WATKINS AVENUE IMPROVEMENTS
PROJECT NO 18BPS15**

WHEREAS, sealed bids were received on April 17, 2025 at 2:00 p.m. for the Watkins Avenue Improvements from Gene George Boulevard to 48th Street, and

WHEREAS, Emery Sapp and Sons was the low bidder for this project at \$4,705,083.97,

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 Emery Sapp and Sons for the construction of the Watkins Avenue Improvements for \$4,705,083.97 to be paid from the remaining amount of the 2018 Street Bond Fund and the 2023 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

April 22, 2025

Ryan Carr, PE, PTOE, PTP, CFM
Deputy Director of Engineering
201 Spring Street
Springdale, AR 72764

RE: 18BPS15, Watkins Avenue Widening & Trail Improvements; Gene George Blvd. to S. 48th Street

Recommendation for Award of Construction Contract

Dear Mr. Carr,

We received and opened bids for the above referenced project on April 17th, 2025 at 2:00pm. There were three (3) General Contractors who submitted a full bid.

Emery Sapp and Sons from Springdale, AR, was the low bidder with a bid in the amount of \$4,705,083.97 (corrected bid amount is \$4,705,043.97). The certified bid tabulation is attached for reference. The Engineer's construction cost estimate for the project was \$5.2M.

We have reviewed the bid and have knowledge of their experience with work on several successful projects which includes the Highway 71 Bella Vista Bypass. They are qualified to undertake construction on this project. Emery Sapp and Sons has a valid Arkansas Contractor's License (License No. 0133390425, ID #16358, valid to 04.30.25). They are listed as providing Highway, Railroad, Airport, Municipal & Utility Construction on the Arkansas Contractors Licensing Board website.

In light of the above information, we recommend awarding the bid to Emery Sapp and Sons, in the amount of **\$4,705,043.97** (corrected bid).

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

Sincerely,

Jonathan (J.) Strain, P.E.
Project Manager
Transportation & Stormwater Management Department
(479) 443.2377
jstrain@mce.us.com

Enclosure: Certified Bid Tabulation



CERTIFIED BID TABULATION

PROJECT: Walkins Avenue Widening & Trail Improvements, Gene George Blvd. to S. 48th St.
 PROJECT NO. 18-2177
 BID LOCATION: Springdale City Hall, 201 Spring Street, Springdale, AR 72764
 BID TIME AND DATE: 2:00 PM, April 17, 2025

Certified by: _____

Lump Sum Base Bid				Emery Sapp & Sons			Mobley Contractors, Inc.			Crossland Heavy Contractors		
Item No.	Description	Unit	Quantity	Unit Price	Total	Correction	Unit Price	Total	Correction	Unit Price	Total	Correction
1	Act 291, 1993 Trench and Excavation Safety System	LS	1	\$ 100,734.75	\$ 100,734.75		\$ 151,970.31	\$ 151,970.31		\$ 21,580.00	\$ 21,580.00	
2	Traffic Control (Interstate 49)	LS	1	\$ 182,032.74	\$ 182,032.74		\$ 121,846.05	\$ 121,846.05		\$ 42,800.00	\$ 42,800.00	
3	Traffic Control (Watkins Ave)	LS	1	\$ 42,675.07	\$ 42,675.07		\$ 86,600.03	\$ 86,600.03		\$ 18,000.00	\$ 18,000.00	
4	Erosion Control	LS	1	\$ 42,344.70	\$ 42,344.70		\$ 26,958.75	\$ 26,958.75		\$ 75,000.00	\$ 75,000.00	
5	Roadway Construction Control	LS	1	\$ 32,147.46	\$ 32,147.46		\$ 38,465.28	\$ 38,465.28		\$ 124,700.00	\$ 124,700.00	
6	Clearing and Grubbing	LS	1	\$ 60,733.02	\$ 60,733.02		\$ 50,858.08	\$ 50,858.08		\$ 100,000.00	\$ 100,000.00	
7	Embankment (Plan Quantity)	CY	9,450	\$ 18.25	\$ 172,462.50		\$ 41.74	\$ 394,443.00		\$ 40.00	\$ 378,000.00	
8	Unclassified Excavation (Plan Quantity)	CY	2,000	\$ 72.87	\$ 145,740.00		\$ 39.07	\$ 78,140.00		\$ 50.00	\$ 100,000.00	
9	Curb Backfill and Grading	STA.	18	\$ 269.20	\$ 4,845.60		\$ 2,089.57	\$ 37,612.26		\$ 550.00	\$ 9,900.00	
10	24" Embankment for Trail (12' Wide)	CY	2,012	\$ 81.57	\$ 164,118.84		\$ 38.91	\$ 78,286.92		\$ 32.00	\$ 64,384.00	
11	4" Topsoil Placement	SY	7,515	\$ 4.26	\$ 32,013.90		\$ 7.36	\$ 55,310.40		\$ 5.50	\$ 41,332.50	
12	Subgrade Preparation (Plan Quantity)	SY	474	\$ 33.89	\$ 16,063.86		\$ 41.03	\$ 19,448.22		\$ 2.50	\$ 1,185.00	
13	Under Cut & Backfill (Allowance)	CY	200	\$ 70.43	\$ 14,086.00		\$ 66.73	\$ 13,346.00		\$ 53.00	\$ 10,600.00	
14	18" RCP, Class III, Within Roadway	LF	80	\$ 357.79	\$ 28,623.20		\$ 275.47	\$ 22,037.60		\$ 116.00	\$ 9,280.00	
15	18" RCP, Class III, Outside Roadway	LF	1,254	\$ 131.20	\$ 164,524.80		\$ 79.29	\$ 99,429.66		\$ 89.00	\$ 111,606.00	
16	24" RCP, Class III, Outside Roadway	LF	32	\$ 140.99	\$ 4,511.68		\$ 186.69	\$ 5,974.08		\$ 129.00	\$ 4,128.00	
17	12" RCP, Class III, Outside Roadway	LF	34	\$ 133.00	\$ 4,522.00		\$ 165.58	\$ 5,629.72		\$ 111.00	\$ 3,774.00	
18	12" RCP FES, Class III	EA	1	\$ 1,514.24	\$ 1,514.24		\$ 1,742.39	\$ 1,742.39		\$ 1,016.00	\$ 1,016.00	
19	18" RCP FES, Class III	EA	2	\$ 1,580.99	\$ 3,161.98		\$ 2,027.09	\$ 4,054.18		\$ 3,282.00	\$ 6,564.00	
20	4' Drop Inlet	EA	9	\$ 6,379.50	\$ 57,415.80	\$ 57,415.50	\$ 7,021.63	\$ 63,194.67		\$ 10,670.00	\$ 96,030.00	
21	Junction Box	EA	3	\$ 7,149.84	\$ 21,449.52		\$ 7,691.07	\$ 7,691.07	\$ 23,073.21	\$ 13,677.00	\$ 41,031.00	
22	4' Drop Inlet Extension	EA	5	\$ 850.08	\$ 4,250.40		\$ 1,732.50	\$ 8,662.50		\$ 1,930.00	\$ 9,650.00	
23	8' Drop Inlet Extension	EA	4	\$ 1,700.17	\$ 6,800.68		\$ 3,496.50	\$ 13,986.00		\$ 3,860.00	\$ 15,440.00	
24	Reconstruct Storm Box Top	EA	2	\$ 4,475.10	\$ 8,950.20		\$ 8,137.50	\$ 16,275.00		\$ 9,000.00	\$ 18,000.00	
25	2" ACHM Surface Course	TON	683	\$ 194.90	\$ 133,116.70		\$ 157.50	\$ 107,572.50		\$ 170.00	\$ 116,110.00	
26	3" ACHM Binder Course	TON	243	\$ 237.30	\$ 57,663.90		\$ 189.00	\$ 45,927.00		\$ 204.00	\$ 49,572.00	
27	Saw Cut to Edge of Existing Asphalt	LF	2,805	\$ 1.21	\$ 3,394.05		\$ 4.09	\$ 11,472.45		\$ 4.50	\$ 12,622.50	
28	8" Class 7 Aggregate Base	SY	2,357	\$ 21.10	\$ 49,732.70		\$ 19.95	\$ 47,022.15		\$ 22.00	\$ 51,854.00	
29	Unclassified Excavation for Structures	CY	139	\$ 180.17	\$ 25,043.63		\$ 154.01	\$ 21,407.39		\$ 198.00	\$ 27,522.00	
30	Class S Concrete- Bridge	CY	104	\$ 1,145.31	\$ 119,112.24		\$ 2,615.14	\$ 271,974.56		\$ 2,268.00	\$ 235,872.00	
31	Class 2 Protective Surface Treatment	GAL	26	\$ 201.94	\$ 5,250.44		\$ 8.40	\$ 218.40		\$ 263.00	\$ 6,838.00	
32	Reinforcing Steel- Bridge (Grade 60)	LB	22,950	\$ 1.69	\$ 38,785.50		\$ 1.53	\$ 35,113.50		\$ 1.00	\$ 22,950.00	
33	Steel Piling (HP 12x53)	LF	350	\$ 112.36	\$ 39,326.00		\$ 105.84	\$ 37,044.00		\$ 136.00	\$ 47,600.00	
34	Test Pile (HP 12x53)	LF	55	\$ 110.07	\$ 6,053.85		\$ 189.03	\$ 10,396.65		\$ 186.00	\$ 10,230.00	
35	Steel Piling (HP 14x89)	LF	275	\$ 161.99	\$ 44,547.25		\$ 176.89	\$ 48,644.75		\$ 277.00	\$ 76,175.00	
36	Test Pile (HP 14x89)	LF	60	\$ 114.16	\$ 6,849.60		\$ 342.18	\$ 20,530.80		\$ 350.00	\$ 21,000.00	
37	Structural Steel in Beam Spans (M270-Grade 50W)	LB	540	\$ 24.06	\$ 12,992.40		\$ 19.46	\$ 10,508.40		\$ 24.00	\$ 12,960.00	
38	Concrete Riprap Apron (Sloped Paving)	SY	374	\$ 143.37	\$ 53,620.38		\$ 204.58	\$ 76,512.92		\$ 241.00	\$ 90,134.00	
39	Concrete Barrier Wall (Median Type B)	LF	76	\$ 553.47	\$ 42,063.72		\$ 321.57	\$ 24,439.32		\$ 1,889.00	\$ 143,564.00	
40	Pre-Fabricated Steel Truss Bridge For Trail (135')	EA	2	\$ 349,431.14	\$ 698,862.28		\$ 436,182.86	\$ 872,365.72		\$ 361,000.00	\$ 722,000.00	
41	Furnish and Install Conduit (1.5" Schedule 40 PVC) in Trench	LF	2,400	\$ 21.29	\$ 51,096.00		\$ 18.38	\$ 44,112.00		\$ 20.00	\$ 48,000.00	
42	Furnish and Install Conduit (1.5" Heavy Duty Fiberglass) on Bridge	LF	750	\$ 36.49	\$ 27,367.50		\$ 31.50	\$ 23,625.00		\$ 34.00	\$ 25,500.00	
43	Concrete Pull Box in Ground (Type Special)	EA	20	\$ 2,736.81	\$ 54,736.20		\$ 2,362.50	\$ 47,250.00		\$ 2,570.00	\$ 51,400.00	
44	Malleable Cast Iron Junction Box with Gasket (Bridge)	EA	4	\$ 5,108.70	\$ 20,434.80		\$ 4,410.00	\$ 17,640.00		\$ 4,800.00	\$ 19,200.00	

45	Type "A" Roadway Illumination Fixture and Pole (Type "A" LED Luminaire, Breakway Base, 30' Pole, Foundation)	EA	17	\$ 13,379.94	\$ 227,458.98		\$ 11,550.00	\$ 196,350.00		\$ 12,563.00	\$ 213,571.00	
46	Type "C" Pedestrian Bridge Illumination Fixture and Mount (Type "C" LED Luminaire, Bridge Mount)	EA	4	\$ 18,245.36	\$ 72,981.44		\$ 15,750.00	\$ 63,000.00		\$ 17,130.00	\$ 68,520.00	
47	#8 AWG THWN Conductor Installed	LF	2,500	\$ 3.04	\$ 7,600.00		\$ 2.63	\$ 6,575.00		\$ 3.00	\$ 7,500.00	
48	Service Point Assembly (Roadway Lighting: Including Primary Service Conduit, Secondary Service Conduit and Conductor, and Switched Load Pedestal, Electric Utility Costs)	EA	1	\$ 21,286.26	\$ 21,286.26		\$ 18,375.00	\$ 18,375.00		\$ 19,985.00	\$ 19,985.00	
49	Install 4/0 Grounding Electrode and Bond to Bridge Structure and Equipment For Grounding	LF	350	\$ 14.60	\$ 5,110.00		\$ 12.60	\$ 4,410.00		\$ 13.00	\$ 4,550.00	
50	Concrete Curb and Gutter, Standard	LF	2,877	\$ 20.92	\$ 60,186.84		\$ 24.15	\$ 69,479.55		\$ 27.00	\$ 77,679.00	
51	Cast-in-Place Tactile Panel	SF	40	\$ 18.20	\$ 728.00		\$ 32.55	\$ 1,302.00		\$ 36.00	\$ 1,440.00	
52	Handicap Ramp Concrete	SY	19	\$ 313.99	\$ 5,965.81		\$ 73.50	\$ 1,396.50		\$ 95.00	\$ 1,805.00	
53	Cold Milling Asphalt Pavement	SY	4,655	\$ 7.67	\$ 35,703.85		\$ 6.04	\$ 28,116.20		\$ 6.50	\$ 30,257.50	
54	6" Depth Concrete Trail	SY	2,550	\$ 59.16	\$ 150,858.00		\$ 73.50	\$ 187,425.00		\$ 95.00	\$ 242,250.00	
55	4" Class 7 Aggregate Base for Trail	SY	2,800	\$ 7.76	\$ 21,728.00		\$ 15.75	\$ 44,100.00		\$ 17.00	\$ 47,600.00	
56	6" Class 7 Aggregate Base for Concrete Driveway	SY	1,000	\$ 13.03	\$ 13,030.00		\$ 18.38	\$ 18,380.00		\$ 20.00	\$ 20,000.00	
57	4" Class 7 Aggregate Base for Asphalt Driveway	SY	200	\$ 14.95	\$ 2,990.00		\$ 18.38	\$ 3,676.00		\$ 27.50	\$ 5,500.00	
58	Asphalt Driveway	SY	110	\$ 378.64	\$ 41,650.40		\$ 73.50	\$ 8,085.00		\$ 79.00	\$ 8,690.00	
59	Concrete Driveway Apron	SY	865	\$ 65.76	\$ 56,882.40		\$ 72.74	\$ 62,920.10		\$ 81.00	\$ 70,065.00	
60	Sodding	SY	7,408	\$ 8.69	\$ 64,375.52		\$ 4.61	\$ 34,150.88		\$ 5.00	\$ 37,040.00	
61	Seeding	AC	2	\$ 2,675.99	\$ 5,351.98		\$ 1,990.42	\$ 3,980.84		\$ 6,000.00	\$ 12,000.00	
62	Additional Watering	MG	50	\$ 24.33	\$ 1,216.50		\$ 10.50	\$ 525.00		\$ 115.00	\$ 5,750.00	
63	Mailboxes	EA	3	\$ 1,098.78	\$ 3,296.34		\$ 157.50	\$ 472.50		\$ 2,700.00	\$ 8,100.00	
64	6" Yellow Skip Line (Thermoplastic)	LF	3,519	\$ 2.55	\$ 8,973.45		\$ 2.21	\$ 7,776.99		\$ 2.35	\$ 8,269.65	
65	6" Yellow Solid Line (Thermoplastic)	LF	3,503	\$ 2.55	\$ 8,932.65		\$ 2.21	\$ 7,741.63		\$ 2.35	\$ 8,232.05	
66	6" White Solid Line (Thermoplastic)	LF	328	\$ 2.55	\$ 836.40		\$ 2.21	\$ 724.88		\$ 2.35	\$ 770.80	
67	12" Stop Bar, White (Thermoplastic)	LF	73	\$ 12.16	\$ 887.68		\$ 10.50	\$ 766.50		\$ 11.00	\$ 803.00	
68	4" Yellow Solid Striping (Reflective Paint)	LF	366	\$ 2.43	\$ 889.38		\$ 2.10	\$ 768.60		\$ 2.20	\$ 805.20	
69	4" Yellow 9-3 Skip Striping (Reflective Paint)	LF	2,012	\$ 2.43	\$ 4,889.16		\$ 2.10	\$ 4,225.20		\$ 2.20	\$ 4,426.40	
70	Arrow Pavement Symbols (Thermoplastic)	EA	15	\$ 364.91	\$ 5,473.65		\$ 315.00	\$ 4,725.00		\$ 335.00	\$ 5,025.00	
71	Modular Block Gravity Retaining Wall	SF	4,250	\$ 121.69	\$ 517,182.50		\$ 113.29	\$ 481,482.50		\$ 106.00	\$ 450,500.00	
72	Galvanized Steel Handrail	LF	485	\$ 91.23	\$ 44,246.55		\$ 78.75	\$ 38,193.75		\$ 85.00	\$ 41,225.00	
73	Relocation of ARDOT Camera	LS	1	\$ 18,245.36	\$ 18,245.36		\$ 15,750.00	\$ 15,750.00		\$ 18,000.00	\$ 18,000.00	
74	Street Sign Installation	EA	8	\$ 425.72	\$ 3,405.76		\$ 367.50	\$ 2,940.00		\$ 393.00	\$ 3,144.00	
75	Project Signs	EA	2	\$ 1,088.64	\$ 2,177.28		\$ 939.75	\$ 1,879.50		\$ 1,007.00	\$ 2,014.00	
76	Portable Changeable Message Sign (2)	DAY	180	\$ 85.15	\$ 15,327.00		\$ 73.50	\$ 13,230.00		\$ 78.00	\$ 14,040.00	
77	Modifying Existing Structure	LS	1	\$ 6,994.98	\$ 6,994.98		\$ 60,297.41	\$ 60,297.41		\$ 5,955.00	\$ 5,955.00	
78	6"x1" Water Service Tap	EA	3	\$ 3,098.09	\$ 9,294.27		\$ 4,049.54	\$ 12,148.62		\$ 2,000.00	\$ 6,000.00	
79	1" Water Service Line	LF	281	\$ 103.74	\$ 29,150.94		\$ 34.65	\$ 9,736.65		\$ 152.00	\$ 42,712.00	
80	2" SCH 40 PVC Casing Pipe	LF	244	\$ 14.63	\$ 3,569.72		\$ 32.03	\$ 7,815.32		\$ 11.00	\$ 2,684.00	
81	Single Water Meter Setting	EA	3	\$ 3,898.65	\$ 11,695.95		\$ 1,658.27	\$ 4,974.81		\$ 1,100.00	\$ 3,300.00	
82	Abandon Existing Water Well	EA	1	\$ 4,267.26	\$ 4,267.26		\$ 2,056.90	\$ 2,056.90		\$ 11,971.00	\$ 11,971.00	
83	Flowable Fill	CY	20	\$ 192.90	\$ 3,858.00		\$ 240.85	\$ 4,817.00		\$ 456.00	\$ 9,120.00	
84	Miscellaneous (Mobilization, Demobilization, Insurance, and As-Built Record Drawings)	LS	1	\$ 289,457.53	\$ 289,457.53		\$ 174,371.34	\$ 174,371.34		\$ 377,000.00	\$ 377,000.00	
85	Furnish and Install Conduit (2-2" Schedule 40 PVC) in Trench	LF	2,220	\$ 30.41	\$ 67,510.20		\$ 26.25	\$ 57,750.00	\$ 58,275.00	\$ 28.00	\$ 61,600.00	\$ 62,160.00
86	Furnish and Install Conduit (2-2" Heavy Duty Fiberglass) on Bridge	LF	325	\$ 54.74	\$ 17,790.50		\$ 47.25	\$ 15,356.25		\$ 51.00	\$ 16,575.00	
87	Concrete Pull Box in Ground (ARDOT Type II)	EA	5	\$ 2,736.81	\$ 13,684.05		\$ 2,362.52	\$ 11,812.50	\$ 11,812.60	\$ 2,550.00	\$ 12,750.00	
88	Barbed Wire Fence	LF	535	\$ 8.79	\$ 4,702.65		\$ 7.96	\$ 4,258.60		\$ 22.00	\$ 11,770.00	
89	30" RCP, Class III, Outside Roadway	LF	25	\$ 297.16	\$ 7,429.00		\$ 237.60	\$ 5,940.00		\$ 129.00	\$ 3,225.00	
Total				\$ 4,705,083.97 * \$ 4,705,043.97			\$ 4,879,999.20 * \$ 4,895,906.44			\$ 5,099,323.60 * \$ 5,099,883.60		

*denotes a mathematical error in the bid tabulation and corrected value.

RESOLUTION NO.

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

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

WHEREAS, the City has received an invoice for \$1,631,617.62 from Buffalo Builders, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Buffalo Builders, LLC., \$1,631,617.62 with funds from the 2023 Bond Program.

PASSED AND APPROVED this 13th day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR AN
APPLICANT TRACKING SYSTEM VENDOR**

WHEREAS, the City of Springdale, Arkansas, recognizes the need to update it's technology in our Human Resources department, and

WHEREAS, NeoGov is a cloud-based software company that specializes in Human Capital Management (HCM) solutions, specifically for public sector agencies, and

WHEREAS, This software would not only impact the operations in the Human Resources Department, but it would allow for more efficient, consistent, and streamlined processes throughout all city departments.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an agreement with NEOGOV, in an amount not to exceed \$13,000.00, for a cloud-based applicant tracking system, including implementation and training.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Human Resources		Date: 04/29/2025
Point of Contact: Gina Lewis	Amount Requested: \$	
Date to be Presented to Committee: 05 / 05 / 2025		
Brief Description of Funding Request: Approval to enter into an agreement with a new Applicant Tracking System (ATS) vendor.		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES ☒		NO ☐
\$0 - \$42,920.00 No Council Approval Needed		☐ \$0 - \$4,999
Request to Waive Bidding? ☐ BUY BOARD ☐ SOLE SOURCE		☐ \$5,000 - \$42,920.00 Requires 3 Quotes
Signature:		☐ \$42,921.00 + Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source



NEOGOV: Governmentjobs.com, Inc. (dba “NEOGOV”) 2120 Park Pl. El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Springdale, City of (AR) 201 Spring St. Springdale, AR 72764	
Expiration Date:	5/31/2025	Contact Name:	Katherine Bowen
Term: 36 months	Net 30 payment terms	Contact Email:	kbowen@springdalear.gov
Fee Summary			
Service Description		Term	Term Fees
Insight (IN) Candidate Text Message (CTM) Government Jobs (GJ) New Hire Integration (NHI)		Year 1	\$10,836.00
Insight (IN) Candidate Text Message (CTM) Government Jobs (GJ) Attract (AT) Onboard (ON) New Hire Integration (NHI)		Year 2	\$30,814.50
Insight (IN) Candidate Text Message (CTM) Government Jobs (GJ) Attract (AT) Onboard (ON) New Hire Integration (NHI)		Year 3	\$41,086.00
Professional Services – Implementation and Training		Year 1	\$2,000.00
Professional Services – Implementation and Training		Year 2	\$8,000.00

A. Terms and Conditions

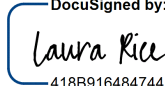
1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement affixed hereto. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).



- 1. Initial Term: 36 months
- 2. Section 23.a. of the Agreement is deleted and replaced with: “This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in federal court in Washington County, Arkansas.
- 3. NEOGOV Subscription Fees shall not increase by more than the greater of 6% or the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>)]% from the previous Term for the 3 Renewal Terms after execution of this Agreement. Thereafter, NEOGOV may increase Fees according to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer		Governmentjobs.com, Inc. (DBA “NEOGOV”)	
Entity Name:	Springdale, City of (AR)	DocuSigned by:  418B916484744BA... Laura Rice 4/25/2025 3:19:24 PM PDT	
Signature:			
Print Name:			
Date:			





SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.



3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.



- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
- 6. **Term and Termination.**
 - a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
- 7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
- 8. **Maintenance; Modifications; Support Services.**
 - a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.



- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.



- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.



- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE



INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of



its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.



19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. Reserved.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.



Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.



Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants



set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
A NEW AMBULANCE FOR THE SPRINGDALE
FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department is in need of a new ambulance to replace the oldest ambulance of their fleet, and

WHEREAS, the equipment is a sole source item and available on the state buy board, and

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

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

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

Section 1. This Council finds that due to the specific needs of the Fire Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$342,000.00.

Section 2. There is hereby appropriated up to \$342,000.00 of funds for the purchase of a new ambulance, to be paid for from the Ambulance Equipment Replacement Fund.

PASSED AND APPROVED this 13th day of May, 2025

.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
EQUIPMENT**

WHEREAS, the Springdale Fire Department is in need of a re-mount of an ambulance, and

WHEREAS, a re-mount is a more cost-efficient and expeditious option for the Fire Department, and

WHEREAS, the equipment is a sole source item and available on the state buy board, and

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

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

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

Section 1. This Council finds that due to the specific needs of the Fire Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$232,000.00.

Section 2. There is hereby appropriated up to \$232,000 of funds from the Ambulance Equipment Replacement Fund.

PASSED AND APPROVED this 13th day of May, 2025

.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

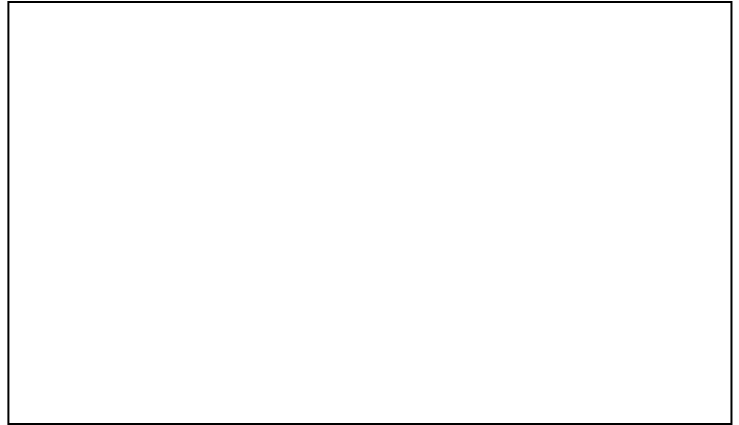


DEPARTMENT FUNDING REQUEST

Department: Fire		Date: 04/30/2025
Point of Contact: Blake Holte	Amount Requested: \$ 231,878.00	
Date to be Presented to Committee: <u>05</u> / <u>05</u> /20 <u>25</u>		
Brief Description of Funding Request: Request to remount oldest Braun ambulance in fleet to gasoline chassis.		
Funding Source: (General Fund, Special Fund, etc.) Special - Ambulance/equipment replacement fund		
IS IT BUDGETED?		
YES ☐		NO ☒
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature:		☒ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☒ Buy Board ☐ Sole Source

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING FOR
ANNEXATION CERTAIN PROPERTY
INTO THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS,
PURSUANT TO ARK. CODE ANN.
§14-40-609**



WHEREAS, RMB Investments, LLC, owns the following described property situated in Washington County, Arkansas, to-wit:

The unincorporated area (containing 8.63 acres, more or less) not already within the City of Springdale that lies in the East Half of the Northeast Quarter of the Northwest Quarter of Section 16, Township 17 North, Range 29 West of the Fifth Principal Meridian in Washington County, Arkansas, also described as follows: COMMENCING at a found State Monument for the Northeast corner of said Section 16; thence North 86°53'45" West, 2619.30 feet to a found aluminum monument for the North Quarter Corner of said Section 16 for the POINT OF BEGINNING; thence South 02°15'31" West, 1321.02 feet to the Center South One Sixteenth Corner from which a set 1/2" rebar pin bears North 86°47'53" West, 36.18 feet; thence along the South Line of said Northeast Quarter of the Northwest Quarter, North 86°47'53" West, 658.26 feet to a found 5/8" rebar pin with cap "ESI COA 131"; thence along a deed filed as "File# 2012-00036869" in the Washington County Circuit Clerk's Office, North 02°20'23' East, 1325.51 feet to a point on the North line of said Section 16 from which a set 1/2" rebar pin bears North 02°20'23" East, 69.72 feet; thence along said North line, South 86°24'13" East, 656.47 feet to the POINT OF BEGINNING. Containing 19.97 acres, more or less. To include the Right-of-Way of Don Tyson Parkway and the Right-Of-Way of Habberton Road.

Washington County Tax Parcel No. 001-15077-000.

WHEREAS, the property owners filed a Petition for Annexation of the lands described herein with the County Court of Washington County, Arkansas, on April 9, 2025, pursuant to Ark. Code Ann. §14-40-609;

WHEREAS, the property is contiguous to land already situated in the City of Springdale, Washington County, Arkansas as shown on the Map attached to this Ordinance and marked Exhibit "A";

WHEREAS, on April 29, 2025, the Washington County Judge entered an Order Concerning Annexation, ordering that the lands herein described be annexed into the City of Springdale, Arkansas, pending approval of the Springdale City Council, pursuant to Ark. Code Ann. §14-40-609.

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

Section 1: That the above-described real property is hereby accepted for annexation into the City of Springdale, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-40-609, and is assigned to Ward 2 of the City of Springdale, Arkansas.

Section 2: That the City Clerk shall certify and send one (1) copy of the plat of the annexed property and one (1) copy of this Ordinance to the Washington County Clerk, who shall forward a copy of each document to the Washington County Judge. If the Washington County Judge determines the requirements of Ark. Code Ann. §14-40-609 have been complied with and the annexation is in all respects proper, he shall enter an order confirming the annexation. Upon receipt of the order of the Washington County Judge confirming the annexation, the Washington County Clerk shall forward a copy of each document to the Arkansas Secretary of State, who shall file and preserve each copy.

Section 3: The annexation of the lands herein described shall be final thirty (30) days after the passage of this Ordinance, and the property shall be within the corporate limits of the City of Springdale, Washington County, Arkansas, and the inhabitants residing in the newly annexed property shall have and enjoy all the rights and privileges of the inhabitants of the City of Springdale, Washington County, Arkansas.

PASSED AND APPROVED this 13th day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Department of Transformation and Shared Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fiskin

February 24, 2025

Honorable Mayor Doug Sprouse
201 Spring Street
Springdale, AR 72764

RE: City of Springdale Annexation Coordination Requirement

Mayor Sprouse,

Thank you for coordinating with our office as you seek to annex property into the City of Springdale, located in Section 16, Township 17 North, Range 29 West, Washington County, Arkansas. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait for the completion of additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after the appropriate filing by your County Clerk. The status of your proposed annexation can be viewed at <https://gis.arkansas.gov/checkmycity>.

Sincerely,

Niki Bittle, GIS Analyst
Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Springdale\20250224\Doc\20250224_Springdale_Annexation_Coordination_Letter.docx

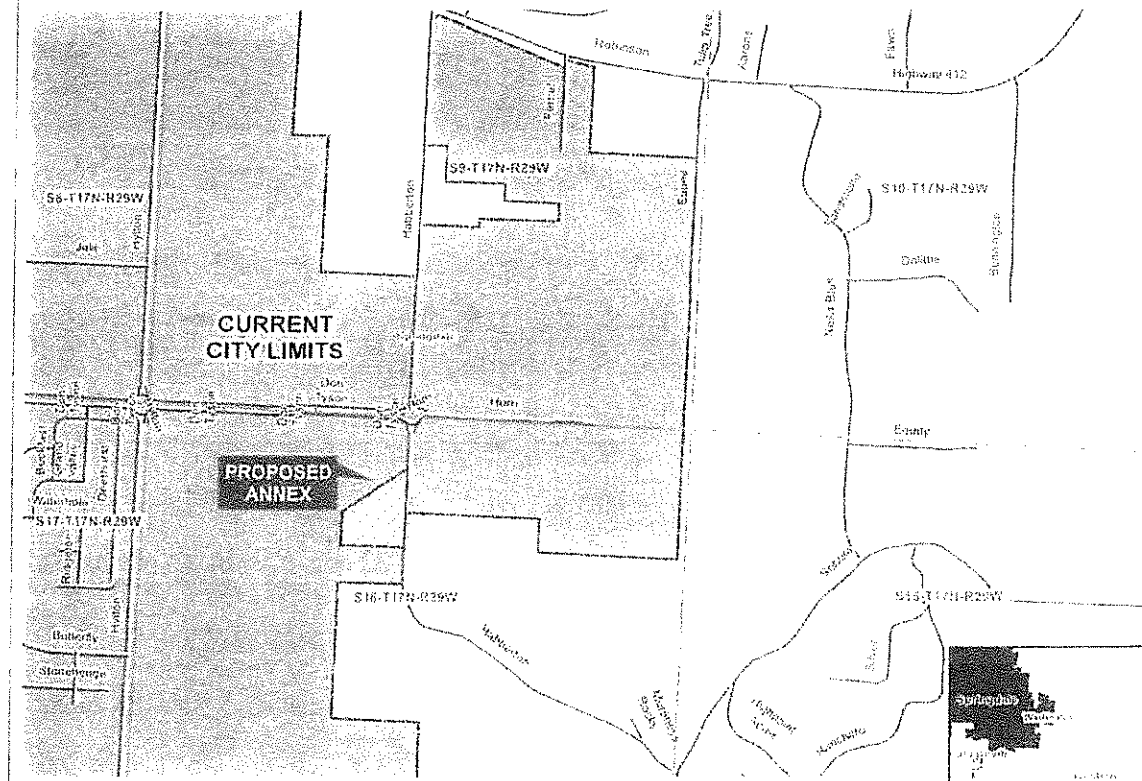
Proposed Annex: City of Springdale
February 2025

City of Springdale
Mayor Doug Sproule

Approved: 2025-02-20

This is a preliminary map of the proposed annexation of the City of Springdale. It is not a legal document and should not be used for legal purposes. The City of Springdale is not responsible for any errors or omissions on this map. The City of Springdale is not responsible for any damages or losses resulting from the use of this map. The City of Springdale is not responsible for any claims or liabilities resulting from the use of this map.

The map is intended to provide a general overview of the proposed annexation. It is not intended to be a detailed map. The City of Springdale is not responsible for any errors or omissions on this map. The City of Springdale is not responsible for any damages or losses resulting from the use of this map. The City of Springdale is not responsible for any claims or liabilities resulting from the use of this map.



The unincorporated area not already within the City of Springdale that lies in the East Half of the Northeast Quarter of the Northwest Quarter that of Section 16, Township 17 North, Range 29 West of the Fifth Principal Meridian in Washington County, Arkansas also described as follows: COMMENCING at a found State Monument for the Northeast corner of said Section 16; thence North 86°53'45" West, 2619.30 feet to a found aluminum monument for the North Quarter Corner of said Section 16 for the POINT OF BEGINNING; thence South 02°15'31" West, 1321.02 feet to the Center South One Sixteenth Corner from which a set 1/2" rebar pin bears North 86°47'53" east, 36.18 feet; thence along the South Line of said Northeast Quarter of the Northwest Quarter, North 86°47'53" West, 658.26 feet to a found 5/8" rebar pin with cap "ESI COA 131"; thence along a deed filed as "File# 2012-00036869" in the Washington County Circuit Clerk's Office, North 02°20'23" East, 1325.51 feet to a point on the North line of said Section 16 from which a set 1/2" rebar pin bears North 02°20'23" East, 69.72 feet thence along said North line, South 86°24'13" East, 656.47 feet to the POINT OF BEGINNING. Containing 19.97 ACRES, more or less. To include the Right-Of-Way of Don Tyson Parkway and the Right-Of-Way of Habberton Road.

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF ANNEXING TO
THE CITY OF SPRINGDALE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO
SAID CITY OF SPRINGDALE, ARKANSAS

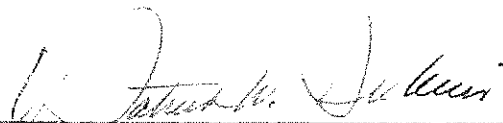
CC NO. 2025-01

ORDER CONCERNING ANNEXATION

On this 29th day of April, 2025, of a regular term of the County Court of Washington County, Arkansas, there is presented a petition of the owners desiring the annexation of territory into the City of Springdale, Arkansas, more particularly described therein. The court has received the verification of the county assessor and county clerk required by A.C.A § 14-40-609. This Court being fully advised of the facts and the law does hereby find as follows:

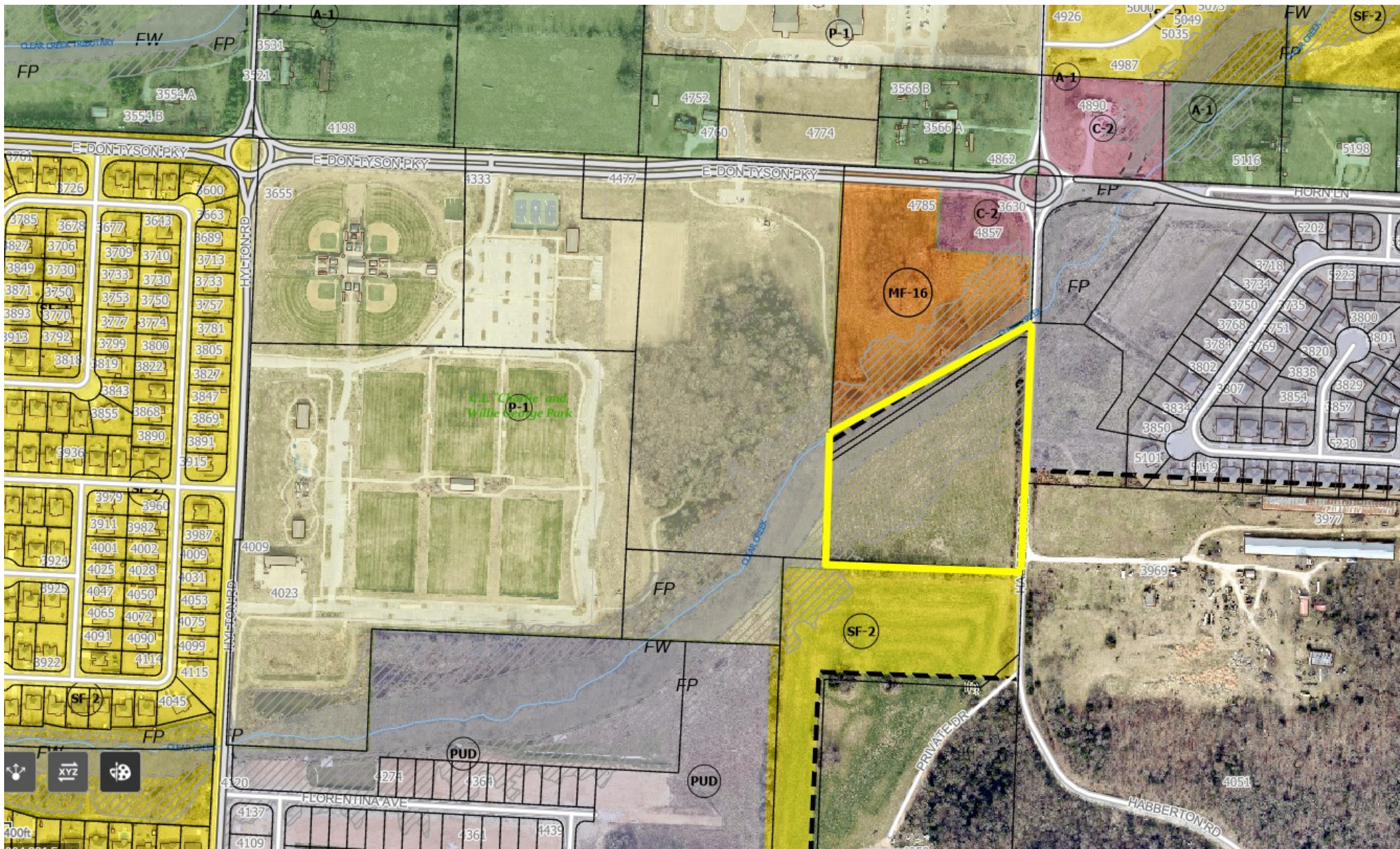
1. The Court finds that the petition and verifications are complete and accurate.
2. The Court further finds that no enclaves will be created by the annexation.
3. The Court finds that the petition contains a schedule of services.

Therefore, the Court hereby ORDERS that the petition and this Order be delivered to the City of Springdale, Arkansas.



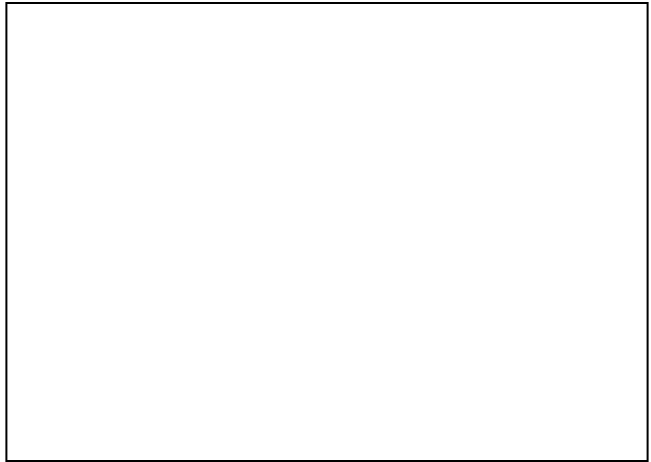
PATRICK W. DEAKINS, COUNTY JUDGE

DATED: 4/29/25



ORDINANCE NO. _____

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



WHEREAS, New Emma Holdings, LLC, has petitioned for the abandonment of a utility easement on Parcel No. 815-38297-000, said easement having been filed for record in Plat Book 23A at Page 271 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easement to be vacated being more particularly described as follows:

UTILITY EASEMENT VACATION DESCRIPTION:

A 20' WIDE UTILITY EASEMENT DEDICATED ON LOT 41 OF WILKINS #6 SUBDIVISION AS SHOWN ON THE FINAL PLAT THEREOF FILED IN BOOK 23A AT PAGE 271, SAID EASEMENT LOCATED IN A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°15'37"E 273.34' AND N02°20'24"E 398.16' FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34 AND RUNNING THENCE N83°34'02"W 413.57' THENCE N73°11'59"E 50.70' THENCE S93°34'02"E 365.55', THENCE S02°20'24"W 20.05' TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS.

And as shown on the attached Exhibit "A".

Tax Parcel No.: 815-38297-000

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

FIELD WORK
AUGUST 28, 2024

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

REFERENCE DOCUMENTS:

- 1) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 36637
- 2) REPLAT OF K.C. PROPERTIES OF NW ARKANSAS SUBDIVISION
PHASE 2 FILED IN BOOK 23 AT PAGE 39
- 3) PLAT OF SURVEY FILED IN BOOK 39 AT PAGE 48992
- 4) PLAT OF SURVEY FILED IN BOOK 39 AT PAGE 48993
- 5) FINAL PLAT OF WOODLAND ADDITION
FILED IN BOOK 19 AT PAGE 12
- 6) PLAT OF SURVEY FILED IN BOOK 2005 AT PAGE 22707
- 7) PLAT OF SURVEY FILED IN BOOK 37 AT PAGE 80752
- 8) PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 9638
- 9) FINAL PLAT OF WILKINS 46 SUBDIVISION
FILED IN BOOK 23A AT PAGE 271
- 10) WARRANTY DEED FILED IN BOOK 2023 AT PAGE 21912

PROPERTY ZONED:

SF-2

BUILDING SETBACKS:

ONE FAMILY (SHOWN):

FRONT 30R
SIDE 08R (INTERIOR)
SIDE 08R (INTERIOR CORNER)
SIDE 30R (EXTERIOR CORNER)
REAR 20R

ZERO-LOT LINE:

FRONT 30R
SIDE 16R / 08R (INTERIOR)
SIDE 16R / 08R (INTERIOR CORNER)
SIDE 30R (EXTERIOR CORNER)
REAR 20R

CORNER REFERENCE #1:

1. N 82°43'44" W 116.64' TO A STORM MANHOLE
2. N 17°19'19" W 53.72' TO A STREET LIGHT POLE

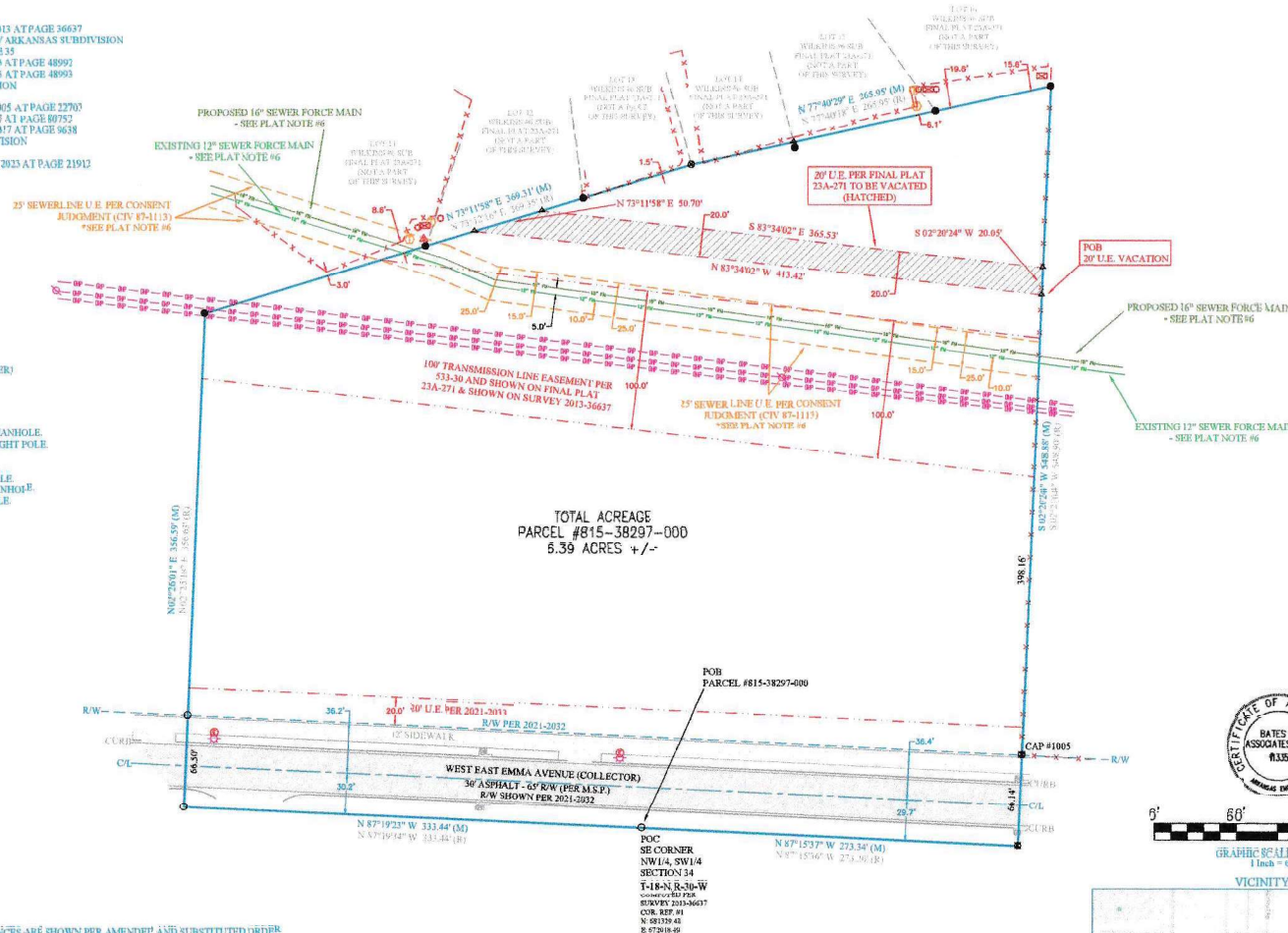
CORNER REFERENCE #2:

1. N 82°43'44" W 116.64' TO A POWER POLE
2. N 82°21'01" E 31.96' TO A SEWER MANHOLE
3. N 83°59'52" E 53.97' TO A POWER POLE

PLAT NOTES:

- 1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER AMENDED AND SUBSTITUTED ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT 2024-0943
- 2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
- 3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GAS AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDEGROUND, NEED TO BE VERIFIED PRIOR TO GOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
- 4) PER AMENDED AND SUBSTITUTED ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT IN 2024-PHASE 183-72X-23-2306, THE SURVEYED PROPERTY IS NO LONGER SUBJECT TO THE 19' PEDESTRIAN EASEMENT SHOWN ON THE FINAL PLAT OF WILKINS 46 SUBDIVISION (23A-271).
- 5) THIS PROPERTY CURRENTLY HAS NO ACCESS TO SPRINGDALE WATER OR A PUBLIC SANITARY SEWER DRAINAGE MAIN PER SPRINGDALE GIS.
- 6) THE EXISTING 12" SEWER FORCE MAIN AND PROPOSED 16" SEWER FORCE MAIN LOCATIONS ARE SHOWN PER FILES PROVIDED BY SPRINGDALE WATER UTILITIES. THE EXISTING 23' CONSENT JUDGMENT EASEMENT IS SHOWN AS BEING 18' NORTH AND 10' SOUTH OF THE EXISTING 12" FORCE MAIN AS DESCRIBED IN THE EASEMENT DOCUMENT.

NEW EMMA HOLDINGS LLC UTILITY EASEMENT VACATION EXHIBIT



RECORDING NUMBER DATE

- BOUNDARY LINE (UNASSURED)
- PROPERTY LINE / TIE LINE
- LOT / EASEMENT LINE
- CENTERLINE OF ROAD
- EXISTING UTILITY LINE
- PROPOSED UTILITY LINE
- EXISTING SEWER FORCE MAIN (EXHIBIT)
- PROPOSED SEWER FORCE MAIN (EXHIBIT)
- UTILITY EASEMENT
- SEWERLINE EASEMENT

- TELEPHONE (GEOGRAPHIC)
- TELEPHONE (ELECTRIC)
- TELEPHONE (CABLE)
- TELEPHONE (FIBER)
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DRAWING #13-196 U.E. VAC. EXHIBIT 2025

RESOLUTION NO. _____

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

WHEREAS, Cross Church, Inc., has petitioned for the abandonment of a portion of a utility easement on Parcel No. 815-29016-000, said easement having been filed for record in Plat Book 24A at Page 554 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and the portion of said easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit “A”:

PARTIAL UTILITY EASEMENT VACATION DESCRIPTION:

Part of the SW ¼ of Section 2, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Beginning at the Southwest corner of the SW ¼ of the SW ¼ of said Section 2; thence along the West line thereof N02°27’35”E 189.88 feet; thence leaving said West line S87°32’25”E 683.93 feet to the Point of Beginning, said point being on the North line of a 20 foot wide utility easement as dedicated by Plat Record 024A-554; thence along said North line S82°44’04”E 42.37 feet; thence along said North line S86°54’51”E 290.92 feet; thence leaving said North line S03°07’16”W 20.00 feet to the South line of said utility easement; thence along said South line N86°54’51”W 291.64 feet; thence along said South line N82°44’04”W 43.10 feet to the West line of said utility easement; thence along said West line N07°15’56”E 20.00 feet to the Point of Beginning, containing 6680 square feet, more or less and subject to any and all easements of record or fact.

And as shown on the attached Exhibit “A”.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that June 10, 2025, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this 13th day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

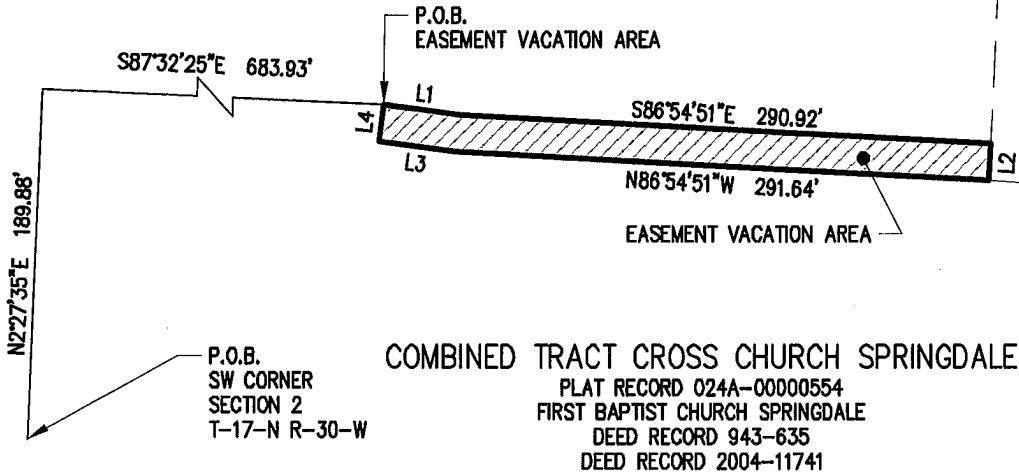
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

EXHIBIT

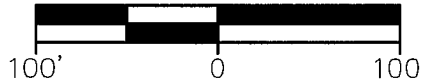
20' UTILITY EASEMENT
PR 024A-554



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S82° 44' 04"E	42.37'
L2	S3° 07' 16"W	20.00'
L3	N82° 44' 04"W	43.10'
L4	N7° 15' 56"E	20.00'



GRAPHIC SCALE IN FEET



NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE EASEMENT DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.: 23101400	
DRAWN BY:	DATE: 04/29/2025
SHEET: 1 OF 1	CHECKED:



Crafton Tull

901 N. 47th St, Suite 400
Rogers, Arkansas 72756

479.636.4838
www.craftontull.com

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DRAWING: G:\22111502_MOBPH2DES\INFRASTRUCTURE\SURVEY\DWG\ESMT VAC EXHIBIT.DWG
LAYOUT: ---, LAST SAVED: KM676, 4/29/2025 8:34:03 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 4/29/2025 9:28:16 AM (PLOTTED BY: VALID ON HARD COPY ONLY)

The City Council of the City of Springdale met in regular session on Tuesday, April 22, 2025 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3, Position 1
Amelia Taldo	Ward 4, Position 1
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougerousse	Ward 4, Position 2
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer (Absent)

Department heads present:

Colby Fulfer	Chief of Staff
Derek Wright	Police Chief
Anna McKinney	Deputy Chief of Staff
Ben Peters	Director of Engineering
Sharon Tromburg	Director of Planning
Ron Findley	Director of Neighborhood Services

CITIZEN COMMENTS

Melinda Mason, residing at 106 W. Allen Avenue spoke of her concerns of hazardous conditions on a few streets in Springdale.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the April 8, 2025 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

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

PLANNING DEPARTMENT

ORDINANCE NO. 6075 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-02) CERTAIN LANDS LOCATED SOUTH OF E. ROBINSON AVENUE AND NORTH OF E. DON TYSON PARKWAY FROM A PLANNED UNIT DEVELOPMENT (PUD) TO A REVISED PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6075.

ORDINANCE NO. 6076 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-15) CERTAIN LANDS LOCATED AT THE NORTHEAST CORNER OF AR HWY 112 AND W. WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance. The property consists of 111.14 acres.

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

After the vote was taken, motion carried 7-1. Council Member Harriman voted no.

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

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

The Ordinance was numbered 6076.

ORDINANCE NO. 6077 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-19) CERTAIN LANDS LOCATED AT 1303 KENDRICK AVENUE FROM A LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6077.

AN ORDINANCE, AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-20) CERTAIN LANDS LOCATED AT 2291 WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance. Planning commission approved the Ordinance by a vote of 6-2.

Randy Kimbrough, residing at 4660 Callahan Mountain Road, spoke against the rezoning.

Ron Mynatt, residing at 4900 N Graham Road, spoke against the rezoning.

Brad Hall owns a warehouse at 2231 N. Lowell Road, spoke on behalf of Curtis Emery and Martha Wolf, spoke in favor of the rezoning.

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

After the vote was taken, motion failed by a vote of 3 in favor; 5 against. Taldo, Overton & Huntley voted yes. All other council members voted no.

ORDINANCE NO. 6078 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-21) CERTAIN LANDS LOCATED AT 4900 S. THOMPSON STREET FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance.

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

After the vote was taken, motion carried 7-1. Fougrousse voted no.

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

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

The Ordinance was numbered 6078.

ORDINANCE NO. 6079 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-22) CERTAIN LANDS LOCATED AT 4100 WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6079.

ORDINANCE NO. 6080 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-23) CERTAIN LANDS LOCATED WEST OF CHIEF TRUMAN BREWER STREET AND SOUTH OF W. APPLE BLOSSOM AVENUE FROM A GENERAL COMMERCIAL (C-2) TO A WAREHOUSE DISTRICT (W-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance. Planning Commission approved this with a 300-foot commercial buffer.

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

David Gilbert, residing at 5714 Walden, who also lives on Chief Truman Brewer Street, spoke on opposing the rezoning.

A representative with Halff Associates spoke in favor of the rezoning.

After the vote was taken, motion carried 5-3. Powell, Harriman and Fougrousse voted no.

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

After the vote was taken, motion carried 7-1. Fougrousse voted no.

The Ordinance was numbered 6080.

ORDINANCE NO. 6081 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-24) CERTAIN LANDS LOCATED AT 4557 W. SEATON DRIVE FROM AN AGRICULTURAL DISTRICT (A-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance. Planning commission approved 8-0.

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

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

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

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

The Ordinance was numbered 6081.

RESOLUTION NO. 55 – 25: APPROVING A WAIVER (W25-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CHEMSTATION, EXPANSION IN CONNECTION WITH L25-02, A LARGE-SCALE DEVELOPMENT.

The Resolution was read and presented by Sharon Tromburg.

RESOLUTION NO. 55-25

A RESOLUTION APPROVING A WAIVER (W25-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CHEMSTATION, EXPANSION IN CONNECTION WITH L25-02, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-03) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-03) of street improvements to ESI Drive, including drainage improvements related thereto, sidewalks in connection with L25-02, a large-scale development for ChemStation, Expansion, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to ESI Drive, including improvements related thereto, sidewalks in connection with L25-02, a large-scale development for ChemStation, Expansion.

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

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

The Resolution was numbered 55-25.

RESOLUTION NO. 56 – 25: APPROVING A WAIVER (W25-10) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO OUR LADY OF SORROWS CATHOLIC CHURCH, EXPANSION IN CONNECTION WITH L25-08, A LARGE-SCALE DEVELOPMENT.

The Resolution was read and presented by Sharon Tromburg.

RESOLUTION NO. 56-25

A RESOLUTION APPROVING A WAIVER (W25-10) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO OUR LADY OF SORROWS CATHOLIC CHURCH, EXPANSION IN CONNECTION WITH L25-08, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-10) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-10) of street improvements to West Graham Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church, and the Planning Commission, by a vote of 4-4, did not make any recommendations regarding 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 Graham Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church.

Council Member Taldo moved the Resolution be adopted, **Option 1**. Council Member Harriman made the second.

After the vote was taken, motion carried 7-1. Overton voted no.

The Resolution was numbered 56-25.

RESOLUTION NO. 57 – 25: APPROVING A WAIVER (W25-15) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO UAMS ORTHOPEDIC & SPORTS MEDICINE CENTER IN CONNECTION WITH L25-10, A LARGE-SCALE DEVELOPMENT

The Resolution was read and presented by Sharon Tromburg.

RESOLUTION NO. 57-25

A RESOLUTION APPROVING A WAIVER (W25-15) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO UAMS ORTHOPEDIC & SPORTS MEDICINE CENTER IN CONNECTION WITH L25-10, A LARGE-SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W25-15) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-15) of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine.

Council Member Harriman moved the Resolution be adopted, **Option 1**. Council Member Taldo made the second.

After the vote was taken, motion carried 7-1. Harriman voted no.

The Resolution was numbered 57-25.

Appeal: An Appeal of the Planning Commission's denial of a variance request (B25-20) from the paving requirement in a Thoroughfare Commercial District (C-5) at 4100 Wagon Wheel Road.

City Council Member Powell made a motion to approve the Appeal and City Council Member Harriman seconded the Motion.

After the vote was taken, motion carried 6-2. Fougrousse and Lawson voted no.

Appeal: An Appeal of the Planning Commission's denial of a variance request (B25-02) for HKH Residence Trust at 8781 W. Miller Rd for dedication of Right of Way (Tabled from 2/25 & 3/25 City Council Meeting).

The property owner was advised by the City Clerk on steps to take for the Appeal. The property owner has not provided the Affidavit of Notifying the Adjacent property owners.

Gary Goodman, residing at 8825 Crest Lane in Springdale, an adjacent property owner spoke against waiving sidewalks.

The property owner, Hunter Hart, was not present so no action was taken.

A RESOLUTION approving a waiver (W25-05) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to HKH Residence Trust in connection with LS24-24, an informal plat (Tabled from 2/25 and 3/25 City Council Meetings).

The property owner, Hunter Hart, was not present so no action was taken.

FINANCE COMMITTEE

RESOLUTION NO. 58 – 25: AUTHORIZING THE PURCHASE OF A NEW ICE CREAM MACHINE FOR THE SPRINGDALE SENIOR CENTER

The Resolution was read and presented by Amelia Taldo.

RESOLUTION NO. 58-25

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
NEW ICE CREAM MACHINE FOR THE SPRINGDALE
SENIOR CENTER**

WHEREAS, Buffalo Builders, LLC, is currently constructing a new Senior Center for the City of Springdale, Arkansas, and

WHEREAS, the Springdale Senior Center has received a monetary donation to be used to purchase an ice cream machine for the new facility, and

WHEREAS, the center received three (3) quotes from local vendors, and

WHEREAS, the center requesting to purchase a new ice cream machine from AIMCO Foodservice Equipment and Supplies, in an amount of \$13,151.34, to be paid for out of the monetary donation received by the Springdale Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council authorizes the Springdale Senior Center to purchase a new ice cream machine from AIMCO Foodservice Equipment and Supplies, in an amount of \$13,151.34, to be paid for out of the monetary donation received by the Springdale Senior Center.

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

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

The Resolution was numbered 58-25.

RESOLUTION NO. 59 – 25: EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM FUNDS

Council Member Taldo read the Resolution and Ben Peters presented

RESOLUTION NO. 59-25

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM FUNDS

WHEREAS, The City of Springdale understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve the Pride of Springdale Trail: S. 48th St. to Gene George Blvd. project, and

WHEREAS, The City of Springdale understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 3: The City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

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

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

The Resolution was numbered 59-25.

RESOLUTION NO. 60 – 25: EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM FUNDS

Amelia Taldo read and presented the Resolution

RESOLUTION NO. 60-25

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID TRANSPORTATION ALTERNATIVES
PROGRAM OR RECREATIONAL TRAILS PROGRAM
FUNDS**

WHEREAS, The City of Springdale understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve the Thunderchicken Trail Rehabilitation project, and

WHEREAS, The City of Springdale understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 3: The City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

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

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

The Resolution was numbered 60-25.

RESOLUTION NO. 61 – 25: AUTHORIZING PAYMENT OF AN INVOICE (2023 BOND PROJECT NO. 23BSC1)

Colby Fulfer presented the Resolution

RESOLUTION NO. 61-25

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

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

WHEREAS, the City has received an invoice for \$1,412,981.86 from Buffalo Builders, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Buffalo Builders, LLC., \$1,412,981.86 with funds from the 2023 Bond Program.

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

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

The Resolution was numbered 61-25.

COMMENTS FROM COUNCIL MEMBERS

Council Member Watson asked about the condition of a few homes in Springdale. City Attorney Ernest Cate offered to answer any questions after the meeting.

ADJOURNMENT

Mayor Sprouse made the motion to adjourn. Council Member Overton made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 8:02 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer