- **The next City Council Committee Meeting will be held on Monday, August 5th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, July 23rd, 2024

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mark Fougerousse

1. Call to Order – Mayor Doug Sprouse

2. Roll Call – Denise Pearce, 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. ***A Public Hearing*** **on an Ordinance to vacate a portion of Pursell Street, Presented by Ernest Cate, City Attorney.**

6. Approval of Minutes – **Tuesday, July 9th, 2024.** Pgs 273-279

7. Procedural Motions

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

   B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s)****9A-9G, 14, and 15*** *(Motion must be approved by two-thirds (2/3) of the council members).*

8. Appointments and Reappointments

   A. ***A Resolution*** approving an appointment to the Springdale Planning Commission. Presented by Patsy Christie, Planning Director. Pgs 1-2

9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

   A. ***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 (R24-28) certain lands from Agricultural District (A-1) to Institutional District (P-1) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs. 3-7

   B. ***An Ordinance*** amending Ordinance No. 3307, the same being the Zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-29) certain lands from Agricultural District (A-1) to Institutional District (P-1) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs 8-12

   C. ***An Ordinance*** amending Ordinance No. 3307, the same being the Zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-32) certain lands from Medium/High-Density Multi-Family Residential District (MF-16) to General Commercial District (C-2) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs 13-17

   D. ***An Ordinance*** amending Ordinance No. 3307, the same being the Zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-33) certain lands from Agricultural District (A-1) to Neighborhood Commercial District (C-1) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs 18-22

   E. ***An Ordinance*** amending Ordinance No. 3307, the same being the Zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-34) certain lands from

Agricultural District (A-1) and General Commercial District (C-2) to Medium/High-Density Multi-Family Residential District (MF-16) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs. 23-30

F. ***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 (R24-35) certain lands from Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs 31-33

G. ***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 (R24-35) certain lands from Low/Medium Density Single-Family Residential District (SF-2) to Medium Density Multi-Family Residential District (MF-12) within Springdale, Arkansas, and declaring an emergency. Presented by Patsy Christie, Planning Director. Pgs 34-39

H. ***A Resolution*** approving a Conditional Use (C24-09) for Kristin Markell, MD PLLC at 109 Spring Street as set forth in ordinance No. 4030. Presented by Patsy Christie, Planning Director. Pgs 40-44

I. ***A Resolution*** approving a Waiver (W24-09) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to Eagle Carports in connection with L24-28, a large scale development. Presented by Patsy Christie, Planning Director. Pgs 45-47

J. ***A Resolution*** approving a Waiver (W24-11) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to Summit Baptist Church in connection with L24-34, a large scale development. Presented by Patsy Christie, Planning Director. Pgs 48-51

K. ***A Resolution*** approving a Waiver (W24-12) of street improvements, drainage, curbs, gutters, sidewalks, and street lights

as set forth in ordinance no. 3725 to the State of Arkansas Law Enforcement Training Academy in connection with L24-33, a large scale development. Presented by Patsy Christie, Planning Director. Pgs 52-55

L. ***A Resolution*** approving a Waiver (W24-13) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Homewood Suites Motel in connection with L24-32, a large scale development. Presented by Patsy Christie, Planning Director. Pgs 56-58

10. ***An Appeal*** of the Planning Commission's denial of a Final Plat (FP24-06) for Phase II of Cottages at Clear Creek at 5331 E. Robinson Avenue. Presented by Applicant. Pgs. 59-158

11. ***A Resolution*** authorizing payment of an invoice Project No. 23BPS. Presented by Ben Peters, Engineering Director. Pgs. 159-167

12. Finance Committee by Chairwoman Amelia Taldo – All Items forwarded from Committee with Recommendation for Approval

A. ***A Resolution*** authorizing the execution of a construction contract for exterior restoration work on the Historic Beely-Johnson Building (American Legion Building). Presented by Colby Fulfer, Chief of Staff. Pgs. 168-182

B. ***A Resolution*** authorizing the execution of a construction contract for the Springdale Senior Center (2023 Bond Project No. 23BSC1). Presented by Colby Fulfer, Chief of Staff. Pgs. 183-233

C. ***A Resolution*** authorizing an amendment to the design contract with Earthplan Design Alternatives for the Springdale Senior Center. Presented by Ben Peters, Engineering Director. Pgs. 234-235

D. ***A Resolution*** authorizing the City of Springdale to enter into an agreement and appropriate funds for the Meadow Street side path at Big Emma. Presented by Ben Peters, Engineering Director. Pgs.236-237

E. ***A Resolution*** authorizing the expenditure of funds to acquire land from the Episcopal Diocese of Arkansas for the Watkins Avenue (48th Street to Gene George BLVD) Project, Project No. 18BPS15. Presented by Ernest Cate, City Attorney. Pgs. 238-246

F. ***A Resolution*** authorizing the Execution of a Professional Services Agreement for Acquisition Services for N. 56th Street Extension. Presented by Ben Peters, Engineering Director. Pgs. 247-260

13. ***A Resolution*** authorizing the Mayor and the City Clerk of the City of Springdale to accept a gift of land from Springdale Thompson Warehouse, LLC. Presented by Ernest Cate, City Attorney. Pgs. 261-263

14. ***An Ordinance*** vacating a portion of a dedicated public street known as Pursell Street, pursuant to Ark, Code ANN. §14-301-301, et seq. Declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 264-266

15. ***An Ordinance*** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 267-272

16. Comments from Department Heads.

17. Comments from Council Members.

18. Comments from City Attorney.

19. Comments from Mayor.

20. Adjournment.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPOINTMENT TO THE SPRINGDALE PLANNING COMMISSION

WHEREAS, Gary Compton, Seat #3 on the Springdale Planning Commission, resigned in June 2024 after serving 3 terms, and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council, and

WHEREAS, the Mayor has selected Clement Ogunyemi to be appointed to Seat #3 on the Springdale Planning Commission; in accordance with Section 90-26 of the Springdale Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that Clement Ogunyemi is hereby appointed to Seat #3 on the Springdale Planning Commission for a full term that is set to expire on January 31, 2028.

PASSED AND APPROVED this 23th day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

_____
Ernest B. Cate, CITY ATTORNEY

CLEMENT OGUNYEMI

CFO CONSULTANT

(318) 533-2779
Clement.ogunyemi@4qfinancial.com
Springdale, AR 72762
Linkedin.com/in/dr-clement-o

EDUCATION

DOCTOR OF BUSINESS ADMINISTRATION
Walden University
Baltimore, MD
***Dissertation Topic**: Strategies Mortgage Loan Executives Need to Prequalify Mortgage Loan Applicants*

MASTER OF BUSINESS ADMINISTRATION, CORPORATE FINANCE
Walden University
Minneapolis, MN

BACHELOR OF SCIENCE, BUSINESS MANAGEMENT
Minor: Economics
Grambling State University
Grambling, LA

EXPERTISE

Financial Accounting
Grant Accounting
Risk Management
Financial Planning and Analysis
Auditing & Compliance
Budget Management
Account Reconciliations
Instructional Leadership

SKILLS

ADP Payroll and HR Software
Abila Accounting Software
Asset Keeper Software
Quickbooks - Online & Desktop
Drake Tax Software
Microsoft Office Suite

COMMUNITY SERVICE

Founder & Treasurer
The Ogunyemi Family Foundation
Market Board Member
March of Dimes - Northwest, AR
Finance Chair
Kennedy's Courage
Chief Financial Officer
NextGen Guidance
Chief Financial Officer
AK Blazers AAU Basketball | 2018
Finance Chair
KDIV Radio Station | 2016

PROFILE

Experienced Personal Financial Consultant with a demonstrated history of working in hospital & health care industry. Skilled in Microsoft Word, Finance, Accounting, General Ledger, and Inventory Management. Strong finance professional with Doctor of Business Administration (DBA) focused in Finance and Financial Management Services from Walden University.

PROFESSIONAL EXPERIENCE

4Q Pro Financial Management & Consulting, LLC Jan. 2017 – Present
CFO (Jan 2017 – Present)

- Works with FQHCs and VA Research Orgs to improve financial efficacy, improve financial reporting, and improve financial controls, while training key staff.
- Manages a team of 6 members to enhance clients' financial planning, literacy and reporting.
- Creates financial policies and procedures to establish improved business solutions.
- Grew revenue by **$500K** and reduced expenses by **10%** for client- Lee Co. Cooperative Clinic.
- Increased revenues by **$100k** during a **12-month** period for client – FLOORMaps Inc.
- Improved revenues by **15%** in a **12 month** period for client – NW Arkansas Internal Medicine.

BOOKKEEPER (Nov. 2017 – Present)

- Reconciles general ledger to bank statement each month to ensure accurate account balance and identify errors; delivers monthly statements to key stakeholders and management.

PERSONAL FINANCIAL CONSULTANT (Jan. 2017 – Present)

- Conducts financial literacy seminars and 1-on-1 sessions to influence well-informed financial decisions; reconciles clients' general ledger accounts to ensure accuracy.

ADJUNCT ACCOUNTING PROFESSOR
Wiley College Distance Learning | Marshall, TX Jan. 2019 – Present
Ecclesia College | Springdale, AR Aug. 2017 – Dec. 2018
Develops comprehensive syllabi and lesson plans for basic to advanced Accounting and Finance course instructions. Applies technology knowledge and real world experiences to design relatable and relevant methods of instruction.

- Enriches adult learning experience by developing engaging curricula and employing progressive instructional methods.
- Designs and implements online coursework for Finance, Accounting and Data Analysis.

Community Clinic | Springdale, AR July 2015 – Aug. 2017
FINANCE MANAGER
Controlled the implementation of new accounting and finance systems to ensure proper planning and reporting of clinic and grant funds, donations and expenses.

- Established policies and procedures for receipt of revenue, costs, budget and expenditures.
- Oversaw all accounts, ledgers, and reporting systems, ensuring compliance with GAAP and FASB standards and regulatory requirements; corrected variances within monthly reports.
- Organized payroll and finalized reconciliation and journals of payroll, pension and benefits.

Walmart, Inc. | Bentonville, AR July 2012 – July 2015
SOX ANALYST (Nov. 2013 – July 2015)
Enhanced Risk Assessment infrastructure by performing analysis and identifying risks to ensure proper controls are employed. Supported Global Shared Services (GSS) division's risk operations.

- Established business continuity plans to ensure preparedness of service disruption.
- Performed Quality Assurance Reviews on **1.6K** account reconciliations to ensure compliance.
- Collaborated with counterparts to test International controls that risks Foreign Corrupt Practices Act; provided monthly metric data and reporting on any fluctuations or errors.

FINANCE ANALYST (July 2012 – Nov. 2013)
Delivered financial analysis data to ISD Project Managers and Sr. Leadership to drive business decisions. Supported Walmart Foundation and Sam's Club Fuel Finance operations.

- Controlled budget and funding of **$1B** within SAP, reducing turnaround times by 24 hours;
- Developed Access database to research and resolve outstanding fuel invoices and PO's.

PREVIOUS ROLES

AR/AP COORDINATOR | Outdoor Cap Company, Inc. | Bentonville, AR

- Managed **$2M** of company funds, reconciling account statements and payments.

ANALYST Internship | Land O'Lakes, Inc. | Bentonville, AR

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-28) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO INSTITUTIONAL DISTRICT (P-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of Summit Baptist Church of Springdale a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Institutional District (P-1).

Layman's Description: 305 S. 48th Street

Legal Description:

THAT PART OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF THE 20 ACRE TRACT; THENCE EAST 660 FEET OR TO THE SOUTHEAST CORNER OF THE WEST HALF (W 1/2) OF THE SAID 20 ACRE TRACT, THENCE NORTH 508.71 FEET; THENCE WEST 451.29 FEET OR TO A POINT WHICH IS 208.71 FEET EAST OF THE WEST LINE OF THE SAID 20 ACRE TRACT; THENCE SOUTH 208.71 FEET, THENCE WEST 208.71 FEET TO THE WEST LINE OF THE SAID 20 ACRE TRACT; THENCE SOUTH 300 FEET TO THE PLACE OF BEGINNING.

AND

PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30)

WEST, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 300 FEET NORTH OF THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, THENCE NORTH 208.71 FEET, THENCE EAST 208.71 FEET, THENCE SOUTH 208.71 FEET, THENCE WEST 208.71 FEET TO THE POINT OF BEGINNING, AND CONTAINING ONE (1) ACRE, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-28) from Agricultural District (A-1) to Institutional District (P-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

_____
Doug Sprouse, Mayor

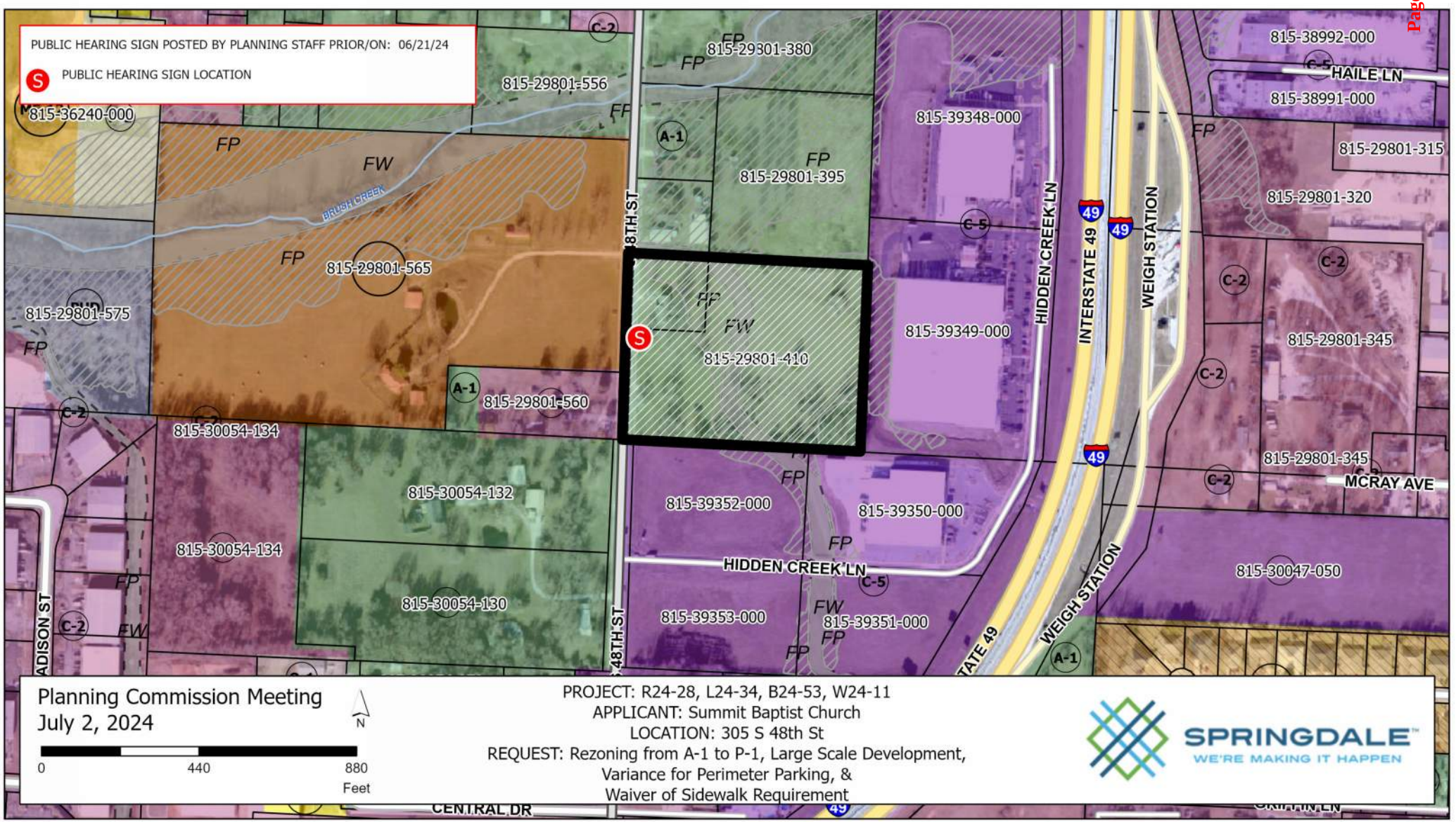
ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
815-36240-000
815-29801-556
815-29301-380
815-39348-000
815-38992-000
HAILE LN
815-38991-000
815-29801-315
815-29801-395
815-29801-320
BRUSH CREEK
8TH ST
HIDDEN CREEK LN
INTERSTATE 49
WEIGH STATION
815-29801-565
815-29801-575
815-39349-000
815-29801-345
815-29801-410
815-29801-560
815-30054-134
815-30054-132
815-39352-000
815-39350-000
MCRAY AVE
815-30054-134
HIDDEN CREEK LN
815-30047-050
815-30054-130
815-39353-000
815-39351-000
ADISON ST
48TH ST
CENTRAL DR
Planning Commission Meeting
July 2, 2024
N
0
440
880
Feet
PROJECT: R24-28, L24-34, B24-53, W24-11
APPLICANT: Summit Baptist Church
LOCATION: 305 S 48th St
REQUEST: Rezoning from A-1 to P-1, Large Scale Development,
Variance for Perimeter Parking, &
Waiver of Sidewalk Requirement
SPRINGDALE
WE'RE MAKING IT HAPPEN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815-29801-315
815-29801-395
815-29801-320
815-29801-565
815-29801-575
815-29801-410
815-39349-000
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815-29801-560
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815-30054-132
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815-39350-000
MCRAY AVE
HIDDEN CREEK LN
815-30047-050
815-30054-130
815-39353-000
815-39351-000
48TH ST
INTERSTATE 49
WEIGH STATION
BRUSH CREEK
ADISON ST
CENTRAL DR
Planning Commission Meeting
July 2, 2024
0
440
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Feet
N
PROJECT: R24-28, L24-34, B24-53, W24-11
APPLICANT: Summit Baptist Church
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REQUEST: Rezoning from A-1 to P-1, Large Scale Development,
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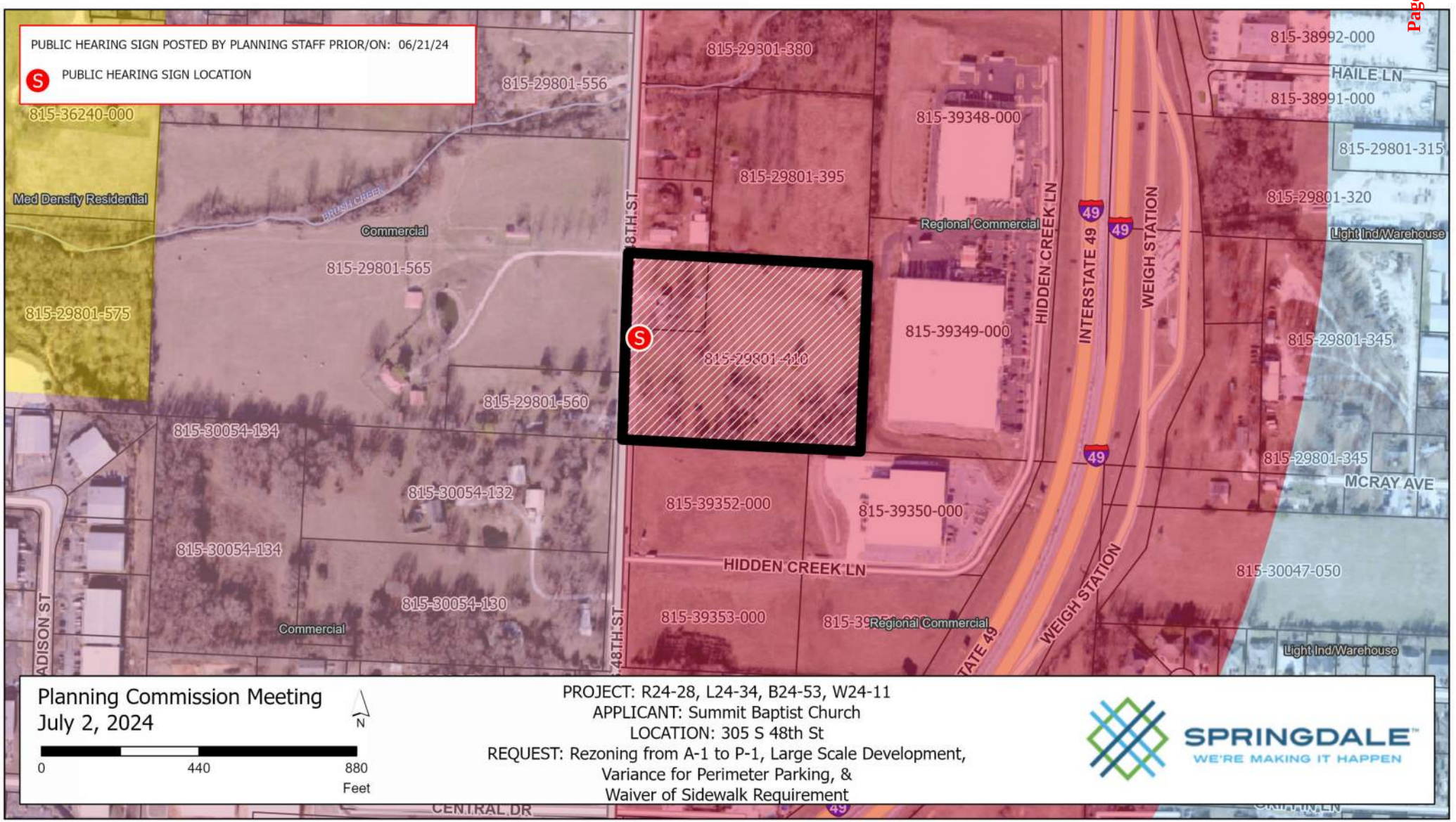
SPRINGDALE
WE'RE MAKING IT HAPPEN



Planning Commission Meeting
July 2, 2024

0 440 880 Feet

PROJECT: R24-28, L24-34, B24-53, W24-11
APPLICANT: Summit Baptist Church
LOCATION: 305 S 48th St
REQUEST: Rezoning from A-1 to P-1, Large Scale Development,
Variance for Perimeter Parking, &
Waiver of Sidewalk Requirement

SPRINGDALE
WE'RE MAKING IT HAPPEN

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-29) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO INSTITUTIONAL DISTRICT (P-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of the State of Arkansas Law Enforcement Training Academy a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Institutional District (P-1).

Layman's Description: 3424 S. Downum Road

Legal Description:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 AND THE EAST 3/4 OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, BENTON COUNTY, ARKANSAS.

LESS AND EXCEPT:
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89'19'58" EAST 328.91 FEET FROM THE NORTHWEST CORNER OF THE NEI/4 OF SAID SW1/4, SAID POINT OF BEGINNING (P.O.B.) BEING A SET 5/8" DIA. IRON PIN; THENCE ALONG AN EXISTING LEAVING SAID FENCE LINE SOUTH 1'23'34" EAST 440.44 FEET TO A SET 5/8" DIA. IRON PIN; THENCE WEST 257.27

FEET TO A POINT IN THE CENTERLINE OF BENTON COUNTY ROAD #241; THENCE NORTH 1’17’21" WEST 219.30 FEET TO A FOUND 5/8" DIA. IRON PIN; THENCE NORTH 0'26’54" WEST 221.20 FEET TO THE POINT OF BEGINNING

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-29) from Agricultural District (A-1) to Institutional District (P-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

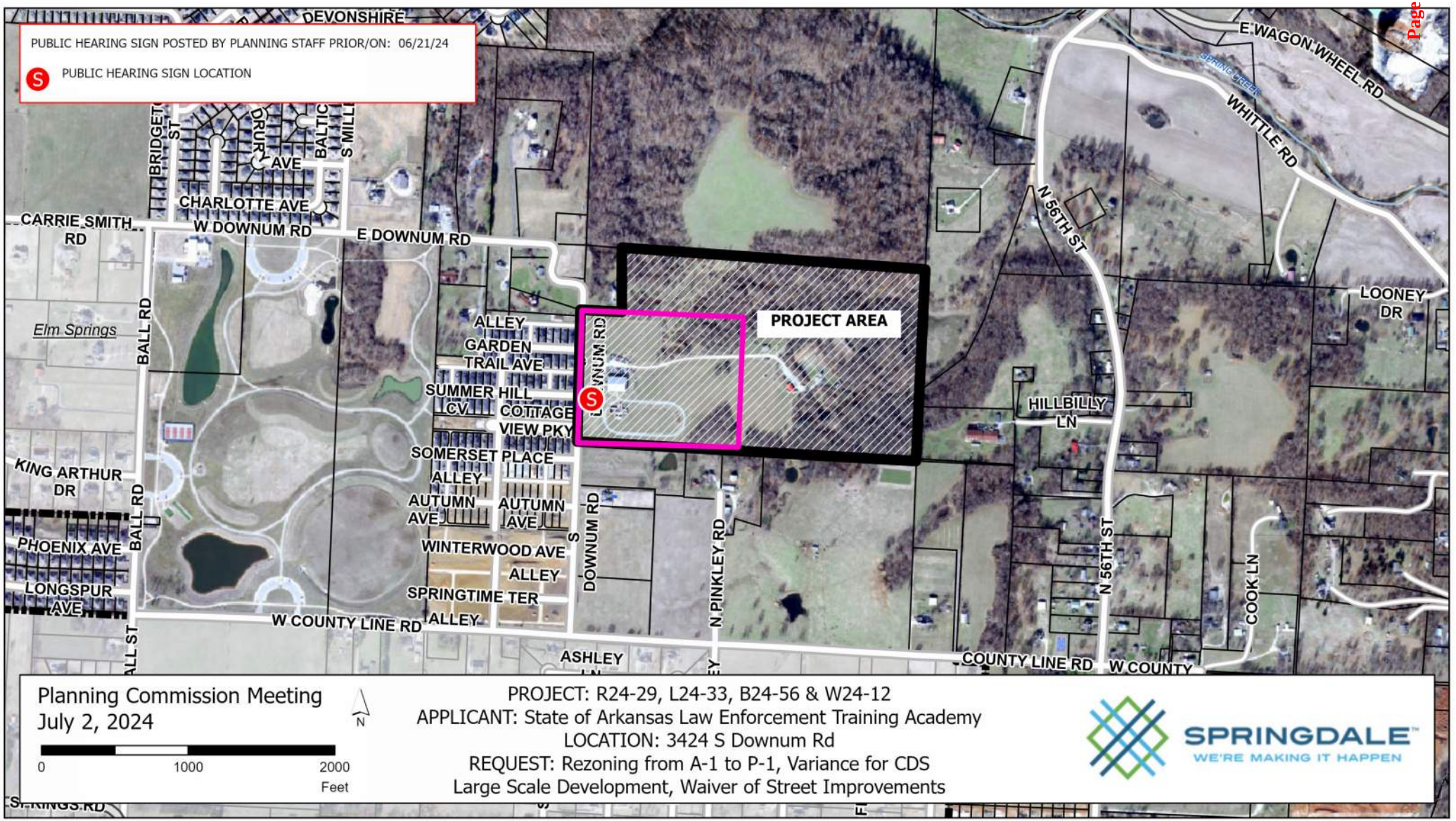
_____
Doug Sprouse, Mayor

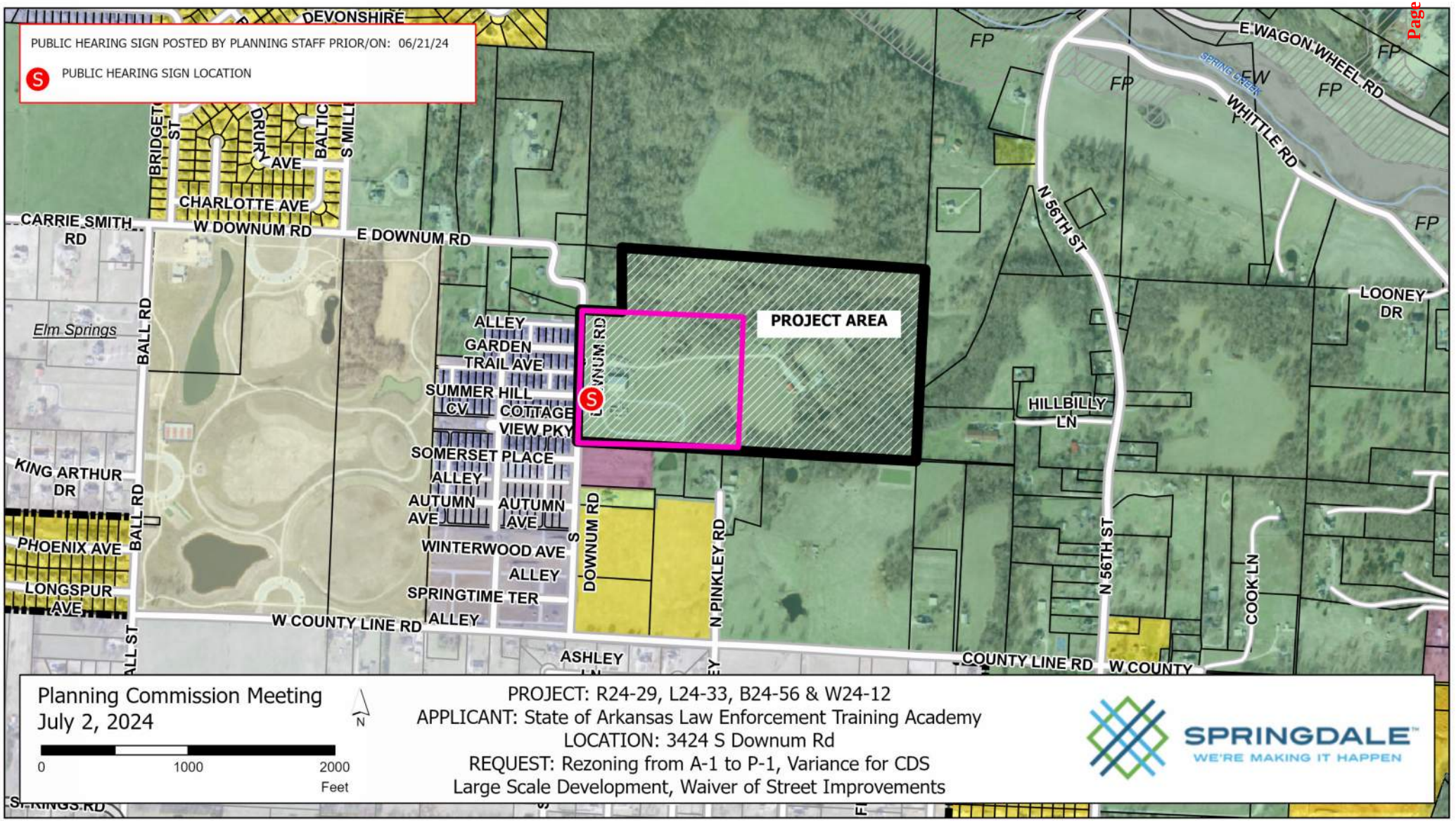
ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
PROJECT AREA
DEVONSHIRE
BRIDGET ST
DRURY AVE
BALTIC
S MILL
CHARLOTTE AVE
CARRIE SMITH RD
W DOWNUM RD
E DOWNUM RD
Elm Springs
BALL RD
ALLEY
GARDEN TRAIL AVE
SUMMER HILL CV
COTTAGE VIEW PKY
SOMERSET PLACE
ALLEY
AUTUMN AVE
AUTUMN AVE
WINTERWOOD AVE
ALLEY
SPRINGTIME TER
ALLEY
S DOWNUM RD
N PINKLEY RD
KING ARTHUR DR
PHOENIX AVE
LONGSPUR AVE
W COUNTY LINE RD
ASHLEY
COUNTY LINE RD
W COUNTY
N 56TH ST
HILLBILLY LN
E WAGON WHEEL RD
WHITTLE RD
LOONEY DR
COOK LN
Planning Commission Meeting
July 2, 2024
0
1000
2000
Feet
N
PROJECT: R24-29, L24-33, B24-56 & W24-12
APPLICANT: State of Arkansas Law Enforcement Training Academy
LOCATION: 3424 S Downum Rd
REQUEST: Rezoning from A-1 to P-1, Variance for CDS
Large Scale Development, Waiver of Street Improvements
SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
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PROJECT AREA
DEVONSHIRE
BRIDGET ST
DRURY AVE
BALTIC
CHARLOTTE AVE
CARRIE SMITH RD
W DOWNUM RD
E DOWNUM RD
Elm Springs
BALL RD
ALLEY
GARDEN TRAIL AVE
SUMMER HILL CV
COTTAGE VIEW PKY
SOMERSET PLACE
ALLEY
AUTUMN AVE
AUTUMN AVE
KING ARTHUR DR
PHOENIX AVE
LONGSPUR AVE
WINTERWOOD AVE
ALLEY
SPRINGTIME TER
ALLEY
W COUNTY LINE RD
ASHLEY
DOWNUM RD
N PINKLEY RD
N 56TH ST
COUNTY LINE RD
W COUNTY
COOK LN
HILLBILLY LN
LOONEY DR
E WAGON WHEEL RD
WHITTLE RD
SPRING CREEK
FP
CW
Planning Commission Meeting
July 2, 2024
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Feet
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APPLICANT: State of Arkansas Law Enforcement Training Academy
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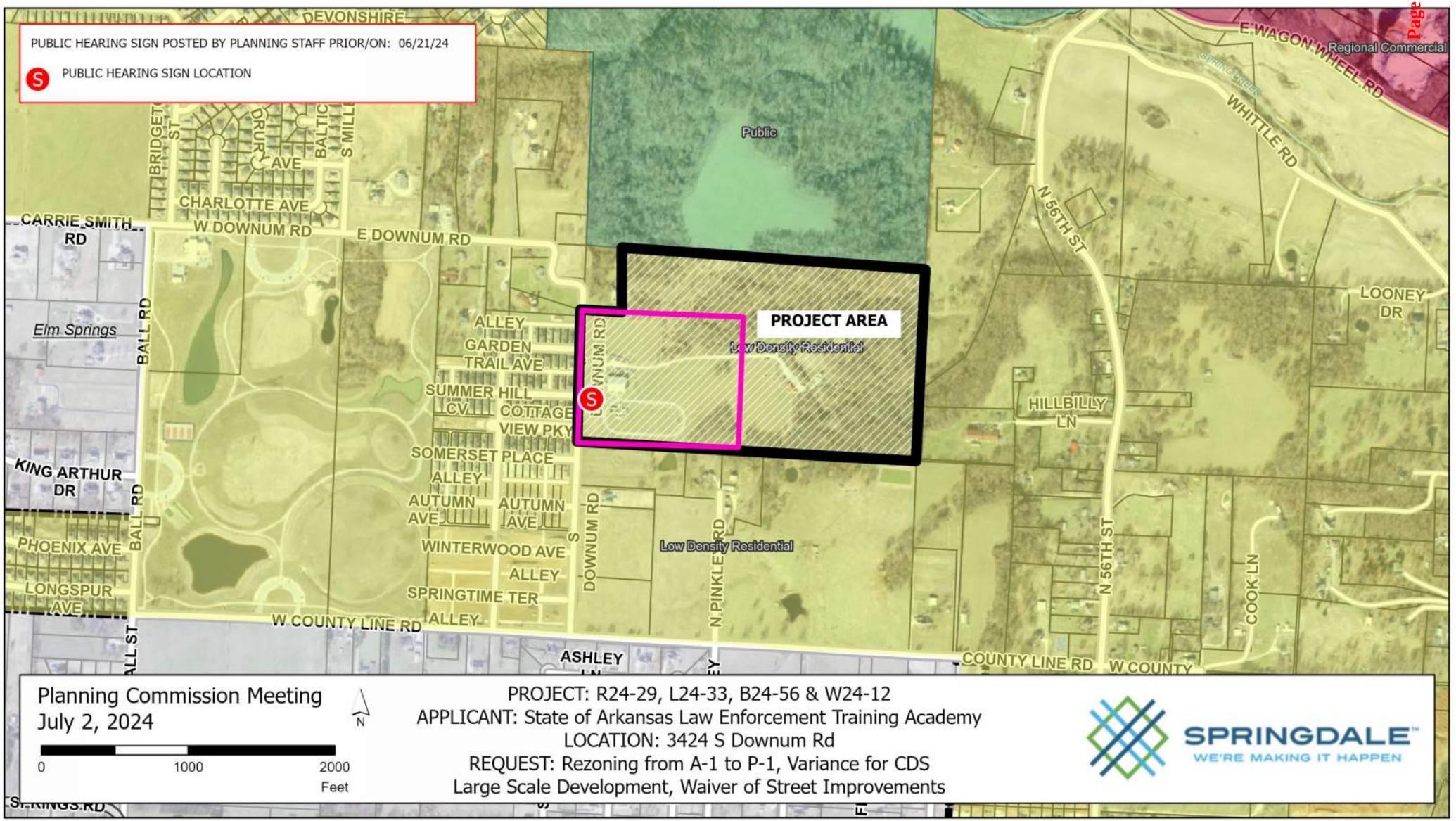
SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
PROJECT AREA
Low Density Residential
Public
Regional Commercial
DEVONSHIRE
BRIDGET ST
DRURY AVE
BALTIC
S MILL
CHARLOTTE AVE
W DOWNUM RD
E DOWNUM RD
CARRIE SMITH RD
Elm Springs
BALL RD
ALLEY
GARDEN TRAIL AVE
SUMMER HILL CV
COTTAGE VIEW PKY
SOMERSET PLACE
ALLEY
AUTUMN AVE
AUTUMN AVE
WINTERWOOD AVE
ALLEY
SPRINGTIME TER
ALLEY
KING ARTHUR DR
PHOENIX AVE
LONGSPUR AVE
W COUNTY LINE RD
ASHLEY
S DOWNUM RD
N PINKLEY RD
Low Density Residential
E WAGON WHEEL RD
WHITTLE RD
N 56TH ST
LOONEY DR
HILLBILLY LN
N 56TH ST
COOK LN
COUNTY LINE RD
W COUNTY
Planning Commission Meeting
July 2, 2024
0
1000
2000
Feet
N
PROJECT: R24-29, L24-33, B24-56 & W24-12
APPLICANT: State of Arkansas Law Enforcement Training Academy
LOCATION: 3424 S Downum Rd
REQUEST: Rezoning from A-1 to P-1, Variance for CDS
Large Scale Development, Waiver of Street Improvements
SPRINGDALE
WE'RE MAKING IT HAPPEN

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-32) CERTAIN LANDS FROM MEDIUM/HIGH-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) TO GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of Fresh Start Properties, LLC a petition requesting that the following described tract of real estate be rezoned from Medium/High-Density Multi-Family Residential District (MF-16) to General Commercial District (C-2).

Layman's Description: 2353 Lowell Road

Legal Description:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 40-ACRE TRACT, THENCE S 02 27'47" W 329.79' AND S 02 27'47" W 351.63' AND S 87 08'34" E 1006.36' TO THE POINT OF BEGINNING.

RUNNING THENCE THE FOLLOWING COURSES AND DISTANCES; THENCE S 87 08'34" E 332.75'; THENCE S 15 36'56" W 86.50'; THENCE S 15 45'42" W 118.62'; THENCE N 87 10'24" W 99.84'; THENCE N 87 10'24" W 187.30'; THENCE N 02 51'08" E 200.14 TO SAID POINT OF BEGINNING, CONTAINING IN ALL 1.42 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-32) from Medium/High-Density Multi-Family Residential District (MF-16) to General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

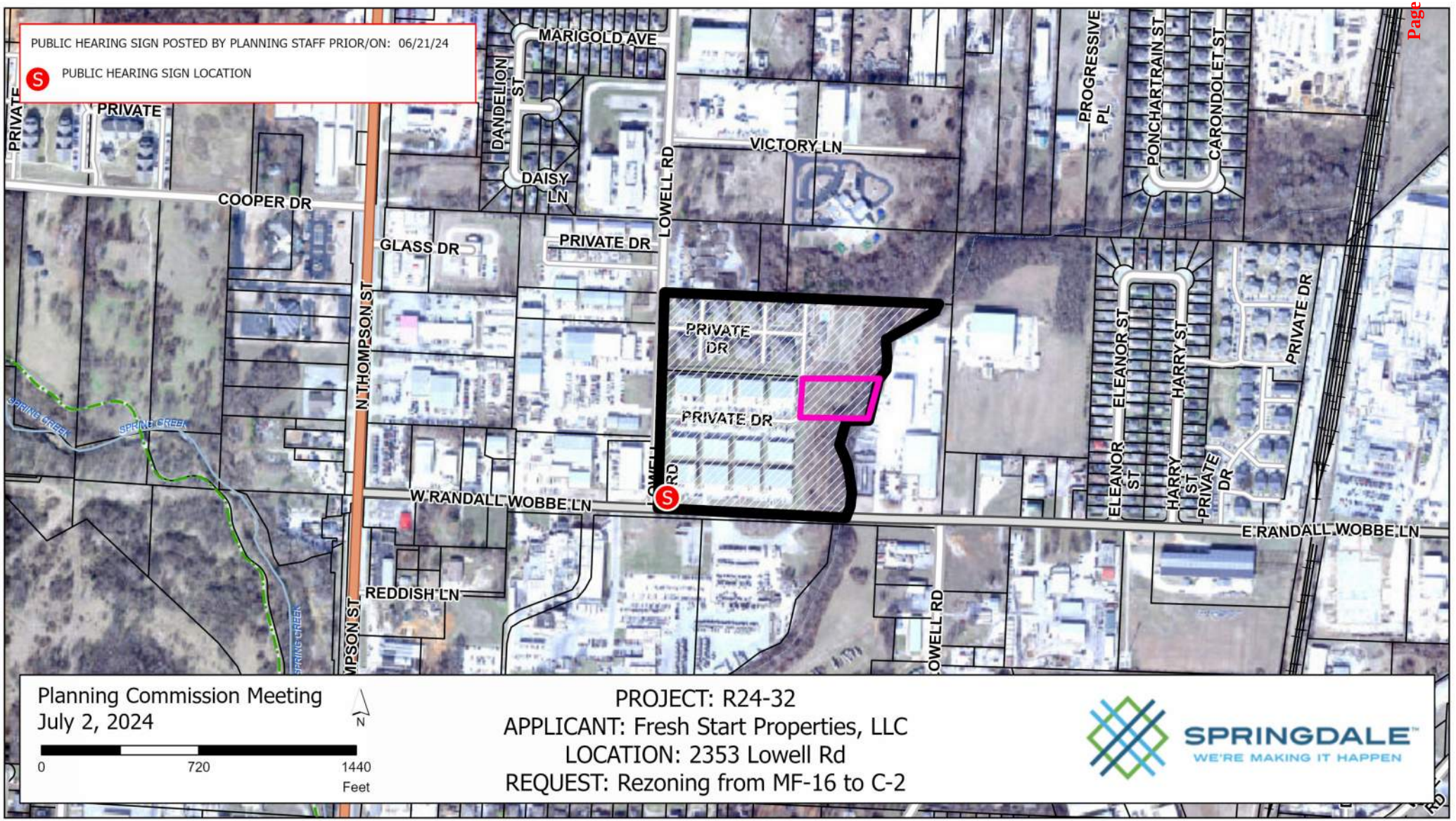
_____
Doug Sprouse, Mayor

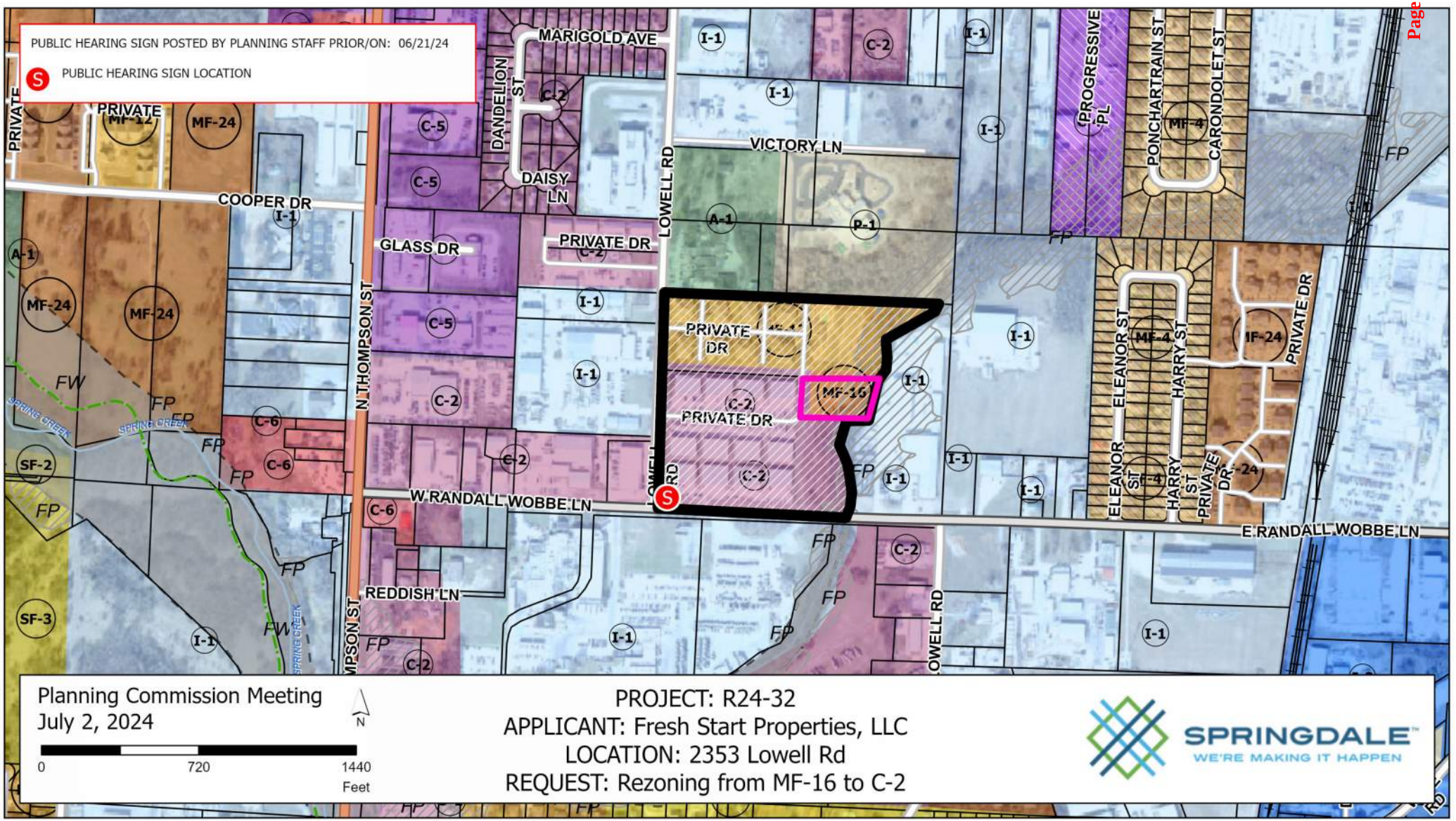
ATTEST:

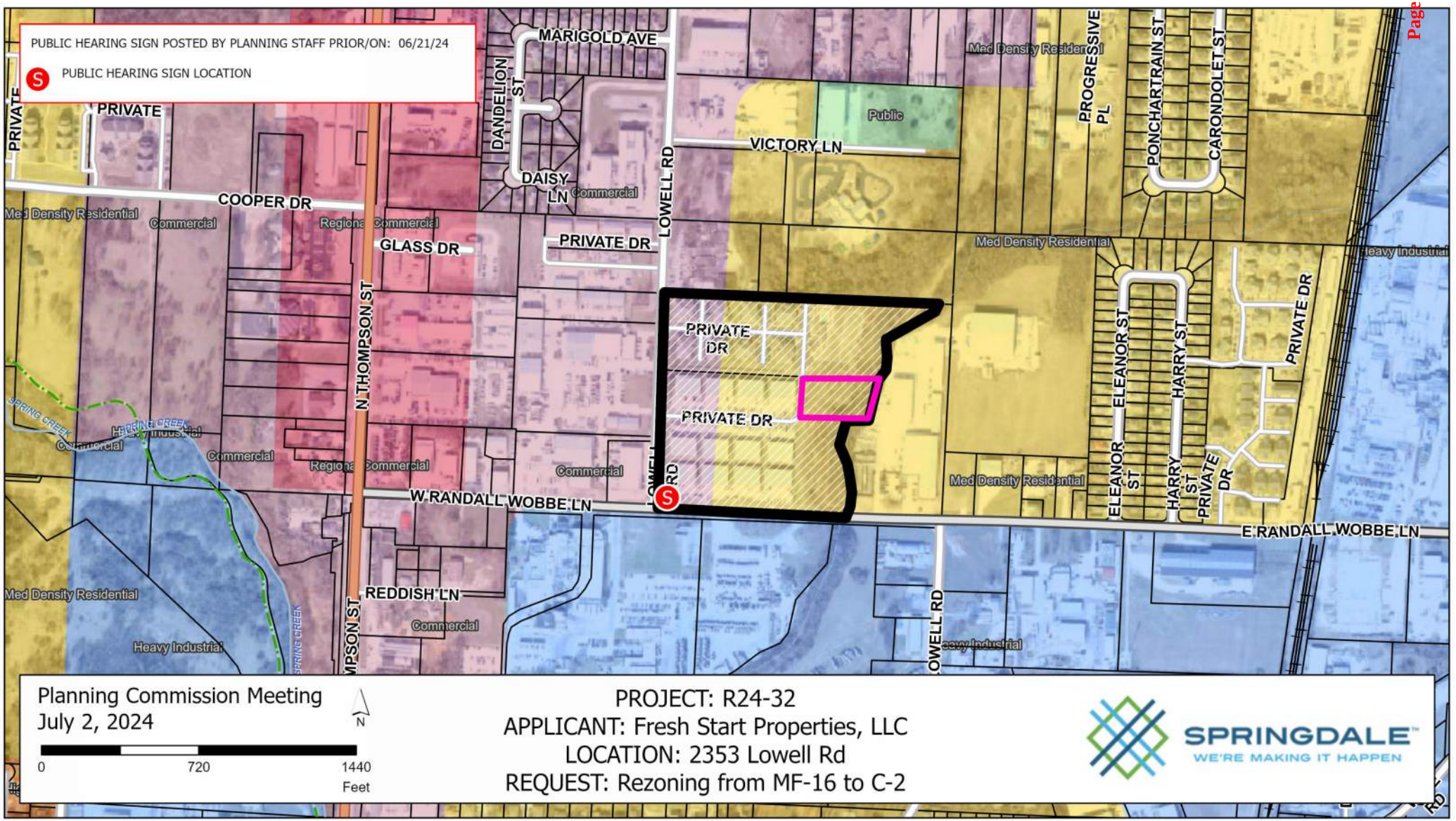
_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
MARIGOLD AVE
DANDELION ST
DAISY LN
LOWELL RD
VICTORY LN
PROGRESSIVE PL
PONCHARTRAIN ST
CARONDOLET ST
PRIVATE
COOPER DR
GLASS DR
PRIVATE DR
N THOMPSON ST
PRIVATE DR
PRIVATE DR
ELEANOR ST
HARRY ST
PRIVATE DR
SPRING CREEK
W RANDALL WOBBE LN
E RANDALL WOBBE LN
REDDISH LN
Planning Commission Meeting
July 2, 2024
N
0
720
1440
Feet
PROJECT: R24-32
APPLICANT: Fresh Start Properties, LLC
LOCATION: 2353 Lowell Rd
REQUEST: Rezoning from MF-16 to C-2
SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
MARIGOLD AVE
DANDELION ST
DAISY LN
VICTORY LN
LOWELL RD
PROGRESSIVE PL
PONCHARTRAIN ST
CARONDOLET ST
COOPER DR
GLASS DR
PRIVATE DR
N THOMPSON ST
PRIVATE
MF-24
MF-16
MF-4
MF-12
C-2
C-5
C-6
I-1
A-1
P-1
SF-2
SF-3
FP
FW
SPRING CREEK
W RANDALL WOBBE LN
E RANDALL WOBBE LN
REDDISH LN
ELEANOR ST
HARRY ST
Planning Commission Meeting
July 2, 2024
N
0
720
1440
Feet
PROJECT: R24-32
APPLICANT: Fresh Start Properties, LLC
LOCATION: 2353 Lowell Rd
REQUEST: Rezoning from MF-16 to C-2
SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
MARIGOLD AVE
DANDELION ST
DAISY LN
LOWELL RD
VICTORY LN
PROGRESSIVE PL
PONCHARTRAIN ST
CARONDOLET ST
PRIVATE
COOPER DR
GLASS DR
PRIVATE DR
N THOMPSON ST
PRIVATE DR
PRIVATE DR
ELEANOR ST
HARRY ST
PRIVATE DR
W RANDALL WOBBE LN
E RANDALL WOBBE LN
REDDISH LN
Med Density Residential
Commercial
Regional Commercial
Heavy Industrial
Public
SPRING CREEK
Planning Commission Meeting
July 2, 2024
N
0
720
1440
Feet
PROJECT: R24-32
APPLICANT: Fresh Start Properties, LLC
LOCATION: 2353 Lowell Rd
REQUEST: Rezoning from MF-16 to C-2
SPRINGDALE
WE'RE MAKING IT HAPPEN

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-33) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO NEIGHBORHOOD COMMERCIAL DISTRICT (C-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of Suryah Developments, Inc. a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Neighborhood Commercial District (C-1).

Layman's Description: 1830 Wagon Wheel Road

Legal Description:

A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS WEST 665.2 FEET FROM THE SOUTHEAST CORNER OF THE SE¼ OF THE SW¼ OF SAID SECTION 14, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF SAID 40 ACRE TRACT, AND RUNNING THENCE WEST 150.8 FEET ALONG SAID SOUTH LINE THENCE LEAVING SAID SOUTH LINE, NORTH 1°08' EAST 327.64 FEET; THENCE EAST 153.6 FEET, THENCE SOUTH 1°36' WEST 327.7 FEET TO THE POINT OF BEGINNING, BENTON COUNTY, ARKANSAS.

SUBJECT TO WAGON WHEEL ROAD RIGHT OF WAY ALONG THE SOUTH LINE, THE CARROLL ELECTRIC SERVICE LINE EASEMENT RUNNING EAST AND WEST THROUGH THE NORTH SIDE, A 15 FOOT WIDE WATER SERVICE LINE EASEMENT THAT RUNS NORTHEASTERLY THROUGH THE SOUTH SIDE, DESCRIBED AS 7.5 FEET OF EQUAL AND UNIFORM WIDTH

EITHER SIDE OF THE EXISTING WATER SERVICE LINE, AND ANY OTHER EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

SUBJECT TO EASEMENTS. RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-33) from Agricultural District (A-1) to Neighborhood Commercial District (C-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

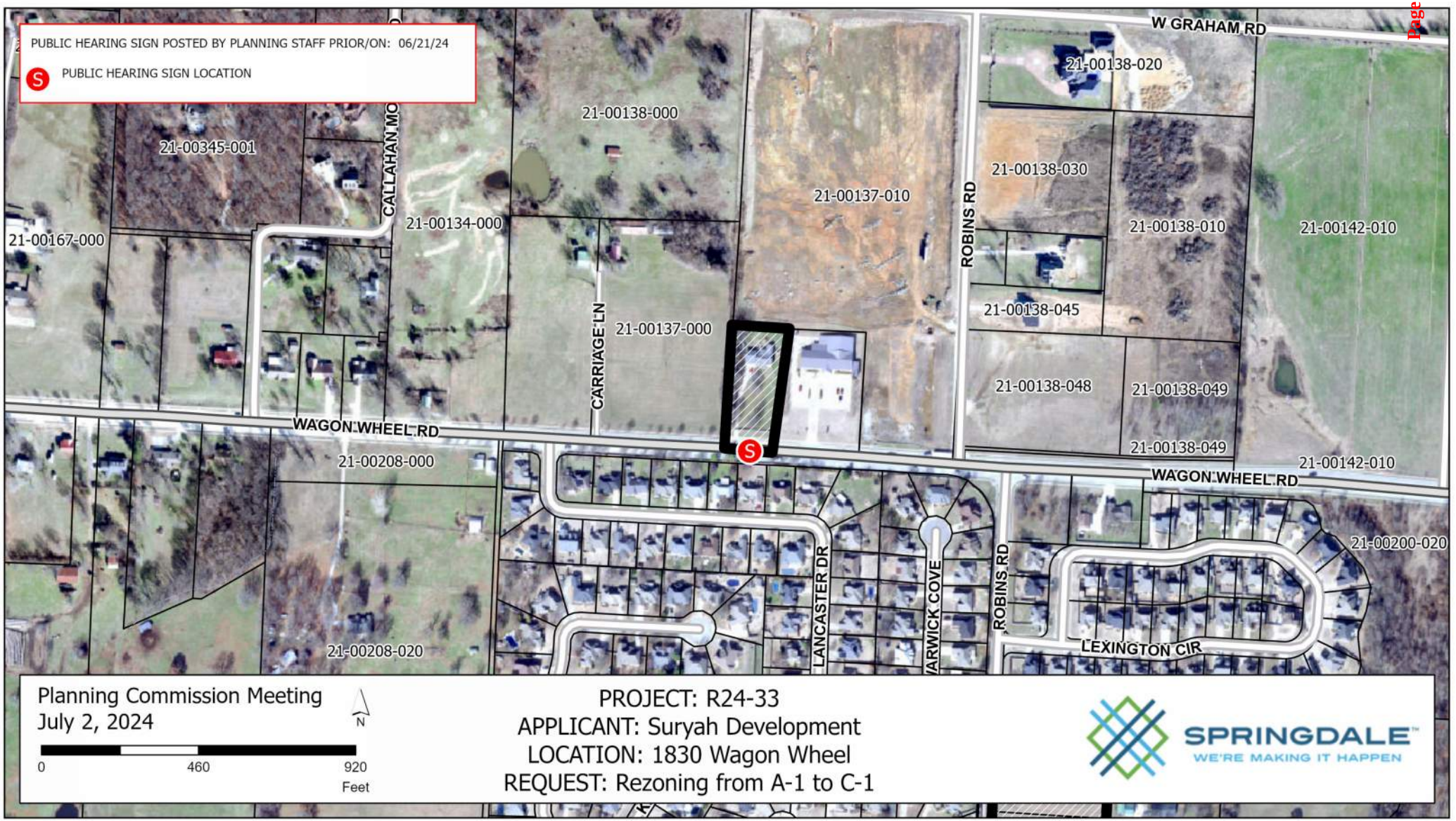
_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
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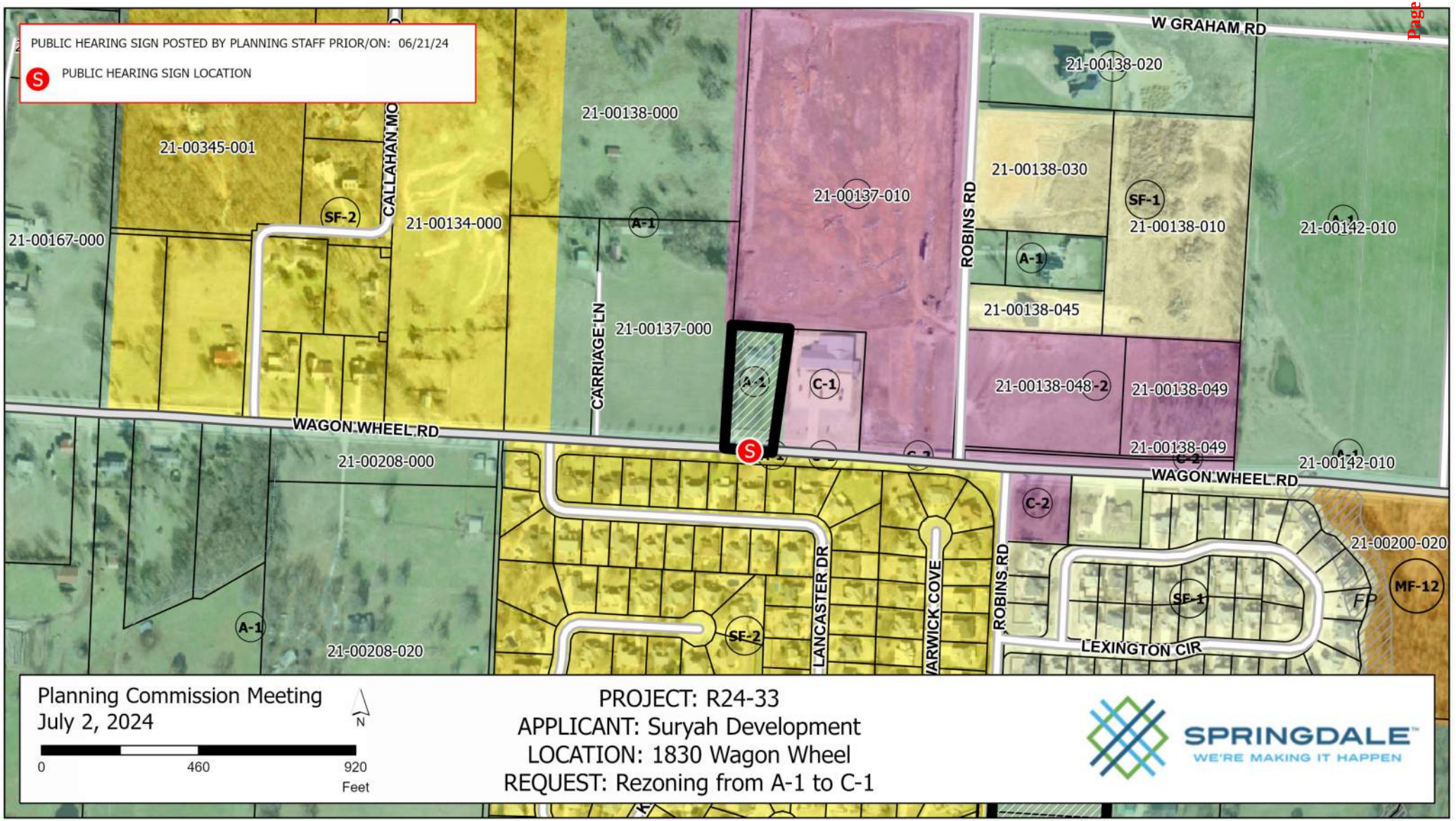
21-00138-000
21-00345-001
CALLAHAN MO
21-00137-010
21-00138-030
ROBINS RD
21-00138-010
21-00142-010
21-00167-000
21-00134-000
CARRIAGE LN
21-00137-000
21-00138-045
21-00138-048
21-00138-049
WAGON WHEEL RD
21-00208-000
21-00138-049
21-00142-010
WAGON WHEEL RD
21-00200-020
LANCASTER DR
ARWICK COVE
ROBINS RD
LEXINGTON CIR
21-00208-020
Planning Commission Meeting
July 2, 2024
N
0
460
920
Feet
PROJECT: R24-33
APPLICANT: Suryah Development
LOCATION: 1830 Wagon Wheel
REQUEST: Rezoning from A-1 to C-1
SPRINGDALE
WE'RE MAKING IT HAPPEN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PUBLIC HEARING SIGN LOCATION
W GRAHAM RD
21-00138-020
21-00138-000
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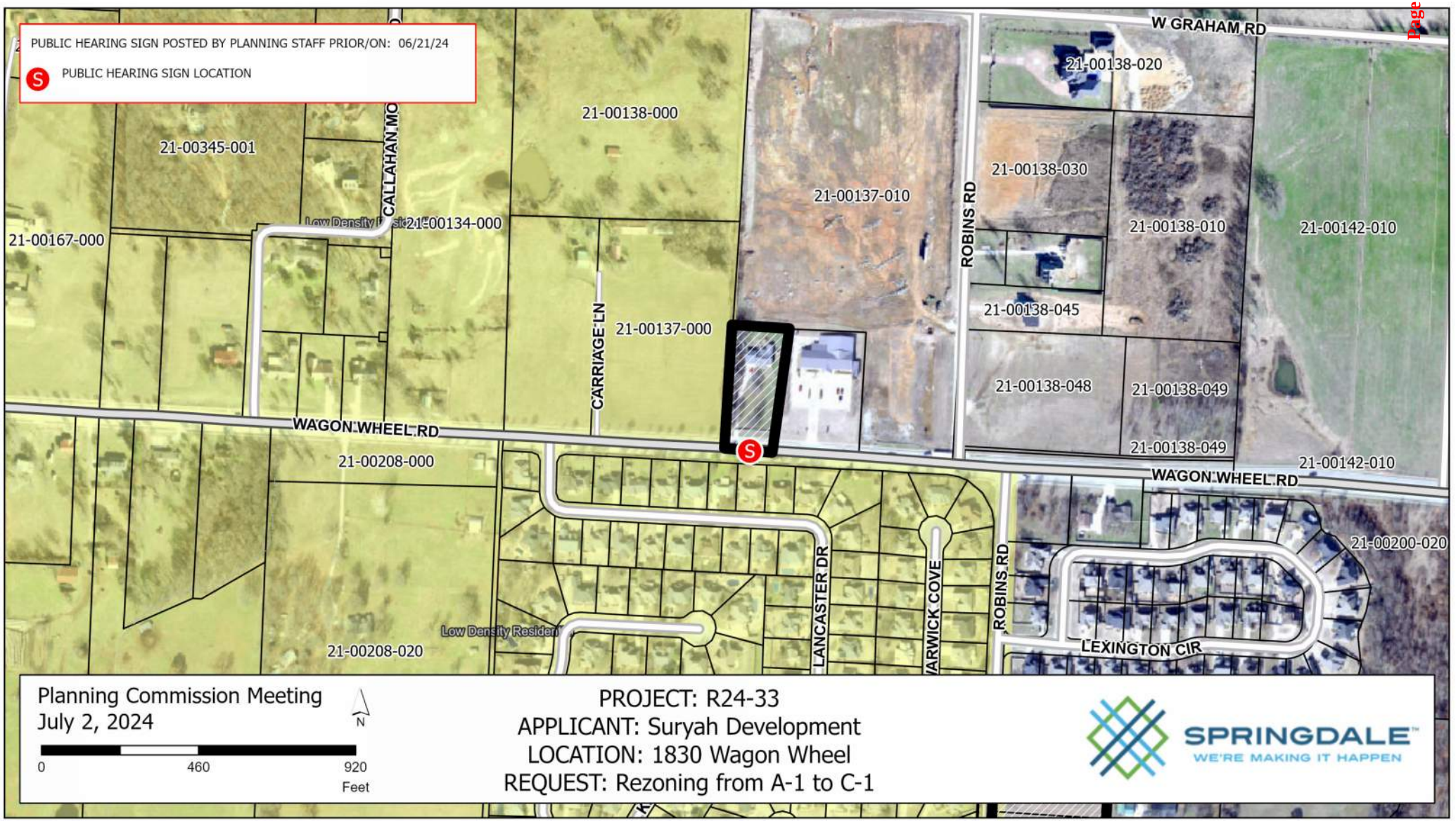
21-00138-030
ROBINS RD
SF-1
21-00138-010
21-00142-010
SF-2
21-00134-000
A-1
21-00167-000
CARRIAGE LN
21-00137-000
21-00138-045
C-1
21-00138-048-2
21-00138-049
WAGON WHEEL RD
21-00208-000
C-2
LANCASTER DR
WARWICK COVE
21-00200-020
MF-12
FP
LEXINGTON CIR
21-00208-020
Planning Commission Meeting
July 2, 2024
N
0
460
920
Feet
PROJECT: R24-33
APPLICANT: Suryah Development
LOCATION: 1830 Wagon Wheel
REQUEST: Rezoning from A-1 to C-1
SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
W GRAHAM RD
21-00138-020
21-00138-000
21-00345-001
CALLAHAN MO
21-00137-010
21-00138-030
ROBINS RD
21-00138-010
21-00142-010
21-00167-000
21-00134-000
21-00138-045
CARRIAGE LN
21-00137-000
21-00138-048
21-00138-049
WAGON WHEEL RD
21-00208-000
21-00138-049
21-00142-010
WAGON WHEEL RD
21-00200-020
LANCASTER DR
ARWICK COVE
ROBINS RD
21-00208-020
LEXINGTON CIR
Planning Commission Meeting
July 2, 2024
N
0
460
920
Feet
PROJECT: R24-33
APPLICANT: Suryah Development
LOCATION: 1830 Wagon Wheel
REQUEST: Rezoning from A-1 to C-1
SPRINGDALE
WE'RE MAKING IT HAPPEN

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-34) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) AND GENERAL COMMERCIAL DISTRICT (C-2) TO MEDIUM/HIGH-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of Taldo Properties, LLC a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) and General Commercial District (C-2) to Medium/High-Density Multi-Family Residential District (MF-16).

Layman's Description: 6373 Watkins Avenue & 3317 S. 64th Street

Legal Description:

PARCEL NO. 815-30838-500:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST IN WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: FROM THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION EIGHT (8), BEING THE POINT OF BEGINNING, RUNNING NORTH 89 DEGREES 46 MINUTES 0 SECONDS EAST 248.89 FEET TO A NAIL; THENCE SOUTH 0 DEGREES 49 MINUTES 12 SECONDS EAST 131.50 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 55 MINUTES 14

SECONDS WEST 250.77 FEET TO A NAIL; THENCE NORTH 130.13 FEET TO A SPIKE WHICH IS THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

PARCEL NO. 815-30838-100:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 02°27'00" EAST A DISTANCE OF 1318.72 FEET TO THE POINT OF BEGINNING· THENCE NORTH 02°27'41" EAST A DISTANCE OF 1190.12 FEET; THENCE SOUTH 87°14'24" EAST A DISTANCE OF 253.42 FEET; THENCE NORTH 01°40'42" EAST A DISTANCE OF 87.52 FEET TO THE SOUTH RIGHT OF WAY OF WATKINS AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 87°32'16" EAST A DISTANCE OF 385.01 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY SOUTH 02°26'23" WEST A DISTANCE OF 1276.59 FEET; THENCE NORTH 87°30'53" WEST A DISTANCE OF 637.72 FEET TO THE POINT OF BEGINNING. CONTAINING 18.18 ACRES MORE OR LESS.

LESS & EXCEPT A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AS DESCRIBED IN DEED BOOK 2014-26651, AND SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST COMER OF SAID NW1/4 OF THE SE1/4: THENCE S 02° 26' 31" W 43.59 FEET ALONG THE EAST LINE OF SAID NW1/4, BEING ALSO THE GRANTOR'S EAST PROPERTY LINE, TO THE GRANTOR'S SOUTH PROPERTY LINE; THENCE LEAVING SAID EAST LINE, N 87° 32' 16" W 682.36 FEET ALONG SAID SOUTH LINE; THENCE LEAVING SAID SOUTH LINE, N 87° 32' 00" W 385.05 FEET TO THE GRANTOR'S WEST PROPERTY LINE; THENCE ALONG SAID WEST LINE, N 01 O 42' 00" E 43.40 FEET TO THE GRANTOR'S NORTH PROPERTY LINE; THENCE LEAVING SAID WEST LINE, S 87° 32' 49" E 1067.97 FEET ALONG THE GRANTOR'S NORTH PROPERTY LINE TO THE POINT OF BEGINNING (POB ROW), CONTAINING 46,447 SQ. FT., OR 1.07 ACRES.

PARCEL NO. 815-30841-901:

TRACT 1A OF THAT CERTAIN TRACT SPLIT FOR TALDO PROPERTIES, LLC, IN THE CITY OF SPRINGDALE, ARKANSAS, FILED FOR RECORD 12/9/2014, AND RECORDED

IN BOOK 2014, PAGE 31384, RECORDS OF WASHINGTON COUNTY, ARKANSAS, PREPARED BY ENGINEERING SERVICES, INC UNDER WORK ORDER #14372, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 8, TOWNSHIP SEVENTEEN NORTH (T-17-N), RANGE THIRTY WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE FROM THE SOUTHWEST CORNER OF THE SAID 40 ACRE TRACT BEING A FOUND THREE (3) INCH ALUMINUM CAP STAMPED "RLS 1181"; THENCE ALONG THE WEST LINE OF SAID 40 ACRE TRACT, NORTH 02 DEGREES 27 MINUTES 18 SECONDS EAST A DISTANCE OF 768.78 FEET TO A FOUND 1/2 INCH IRON PIN; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02 DEGREES 27 MINUTES 18 SECONDS EAST A DISTANCE OF 168.91 FEET TO A SET COTTON PICKER SPINDLE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 02 DEGREES 27 MINUTES 18 SECONDS EAST A DISTANCE OF 172.87 FEET TO A FOUND 1/2 INCH IRON PIN; THENCE LEAVING SAID WEST LINE, SOUTH 87 DEGREES 28 MINUTES 43 SECONDS EAST A DISTANCE OF 208.70 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE NORTH 02 DEGREES 29 MINUTES 41 SECONDS EAST A DISTANCE OF208.70 FEET TO A FOUND 1/2 INCH IRON PIN AND THE NORTH LINE OF SAID 40 ACRE TRACT; THENCE ALONG SAID NORTH LINE, SOUTH 87 DEGREES 27 MINUTES 46 SECONDS EAST A DISTANCE OF 565.20 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE LEAVING SAID NORTH LINE, SOUTH 02 DEGREES 29 MINUTES 14 SECONDS WEST A DISTANCE OF 316.00 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE SOUTH 72 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 278.35 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE NORTH 17 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 167.20 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE SOUTH 75 DEGREES 24 MINUTES 26 SECONDS WEST A DISTANCE OF 432.64 FEET TO A POINT; THENCE NORTH 87 DEGREES 32 MINUTES 42 SECONDS WEST A DISTANCE OF 41.56 FEET TO THE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINING 5.00 ACRES (217,931 SQ.FT.), MORE OR LESS, AND SUBJECT TO THE COUNTY ROAD RIGHT OF WAY ALONG THE WEST SIDE THEREOF, PLUS ANY OTHER RIGHT OF WAYS AND/OR EASEMENTS OF RECORD.

PARCEL NO. 815-30841-900:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP SEVENTEEN NORTH (T-17-N), RANGE THIRTY WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE FROM THE SOUTHWEST CORNER OF THE SAID 40 ACRE TRACT BEING A FOUND THREE (3) INCH ALUMINUM CAP STAMPED "RLS 1181"; THENCE ALONG THE WEST LINE OF SAID 40 ACRE TRACT, N02°27'18"E A DISTANCE OF 768.78 FEET TO A FOUND 1/2 INCH IRON PIN AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, N02°27'18"E A DISTANCE OF 168.91 FEET TO A SET COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST LINE S87°32'42"E A DISTANCE OF 41.S6 FEET TO A POINT; THENCE N75°24'26"E A DISTANCE OF 432.64 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE S17°28'19"E A DISTANCE OF 167.20 FEET TO A SET IRON PIN WITH CAP "PLS 1439"; THENCE S72°31'41"W A DISTANCE OF 322.78 FEET TO A FOUND~ INCH IRON PIN; THENCE S84°39'57"W A DISTANCE OF 210.66 FEET TO THE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINING 2.00 ACRES (87,173 SQ. FT.), MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-34) from Agricultural District (A-1) and General Commercial District (C-2) to Medium/High-Density Multi-Family Residential District (MF-16) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From (A-1) and General Commercial District (C-2) to Medium/High-Density Multi-Family Residential District (MF-16) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

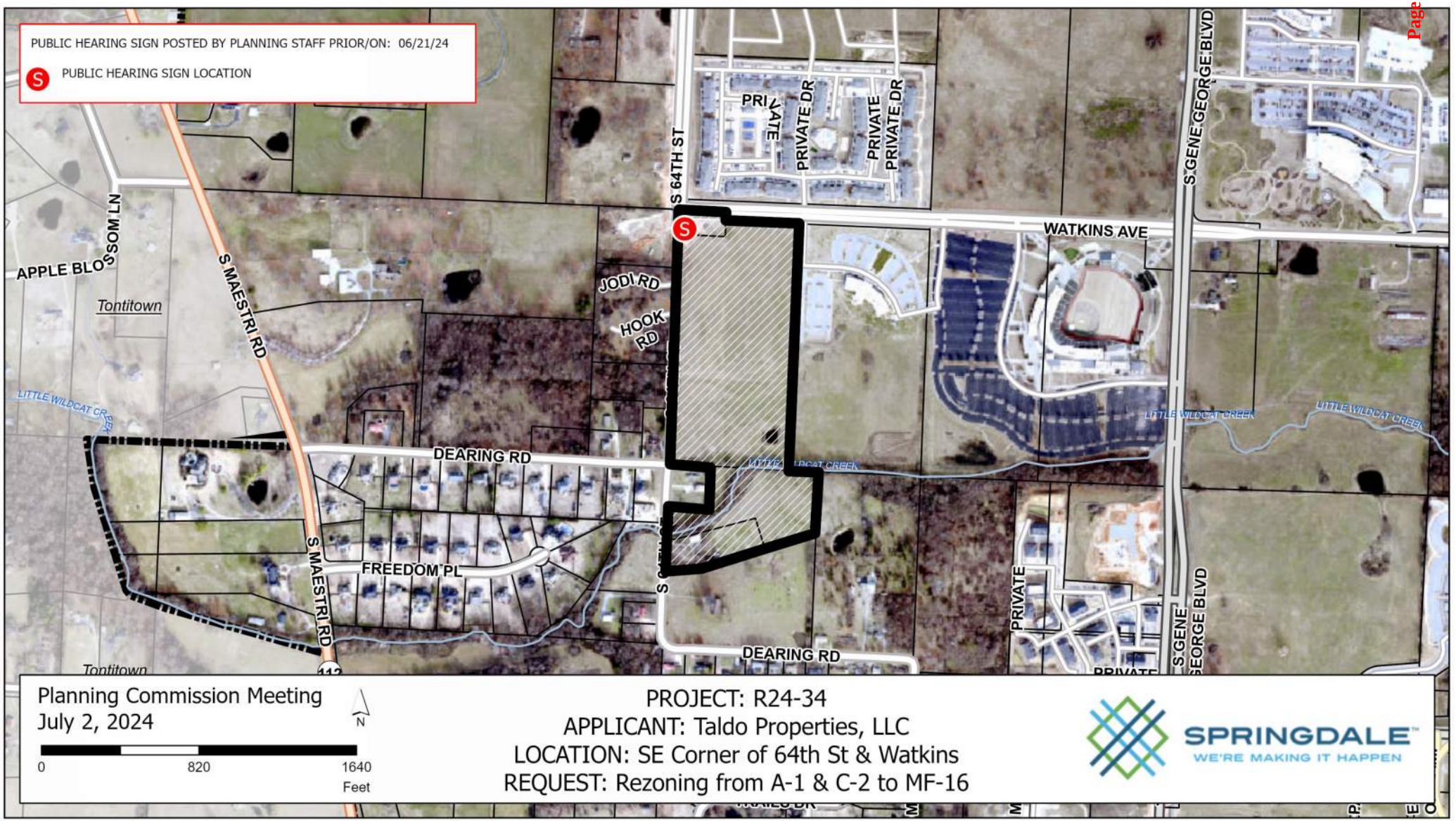
_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney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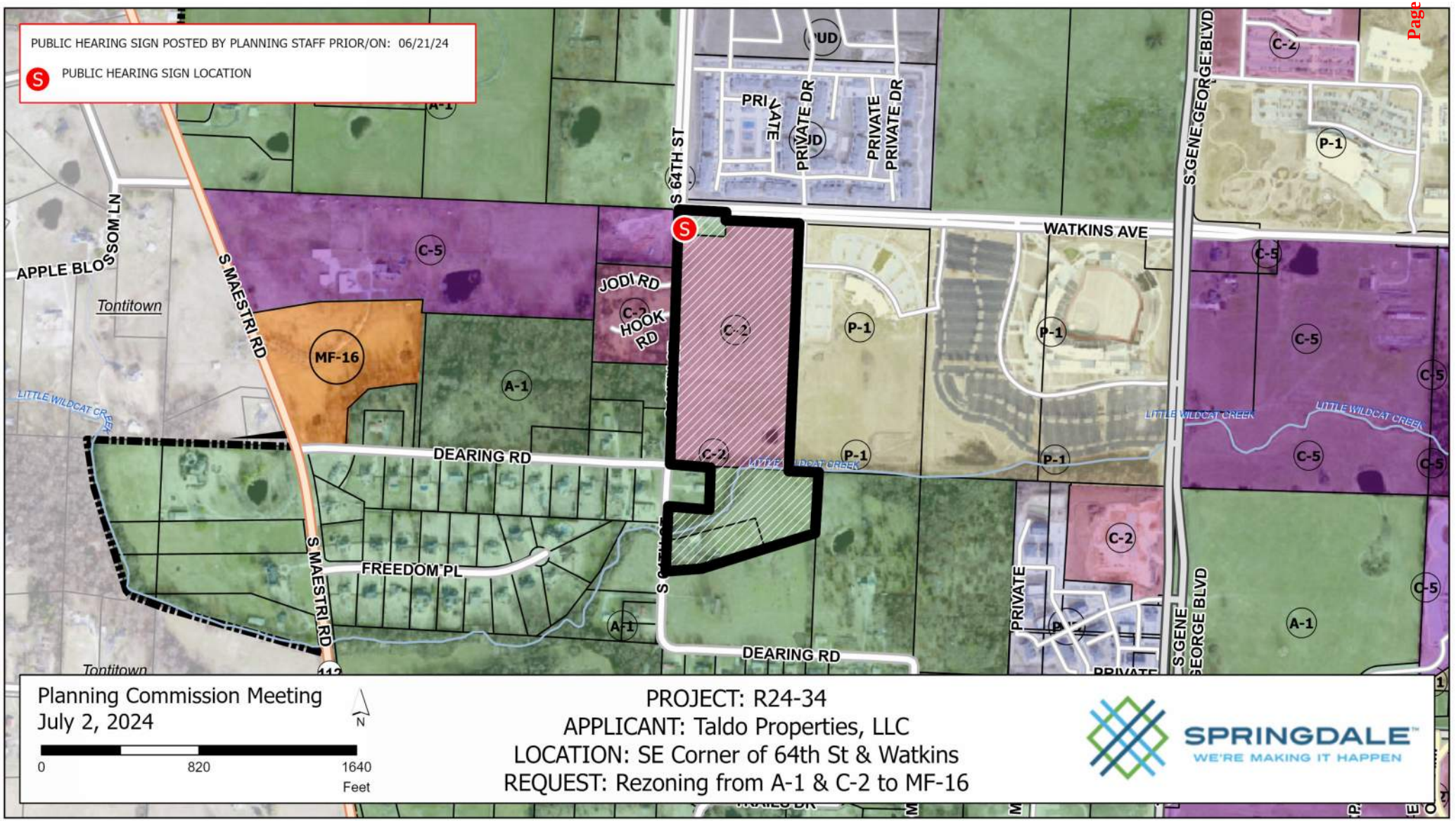
Tontitown
JODI RD
HOOK RD
S 64TH ST
PRIVATE DR
PRIVATE DR
PRIVATE DR
WATKINS AVE
S GENE GEORGE BLVD
LITTLE WILDCAT CREEK
DEARING RD
FREEDOM PL
S MAESTRI RD
DEARING RD
PRIVATE
S GENE GEORGE BLVD
Planning Commission Meeting
July 2, 2024
N
0
820
1640
Feet
PROJECT: R24-34
APPLICANT: Taldo Properties, LLC
LOCATION: SE Corner of 64th St & Watkins
REQUEST: Rezoning from A-1 & C-2 to MF-16
SPRINGDALE
WE'RE MAKING IT HAPPEN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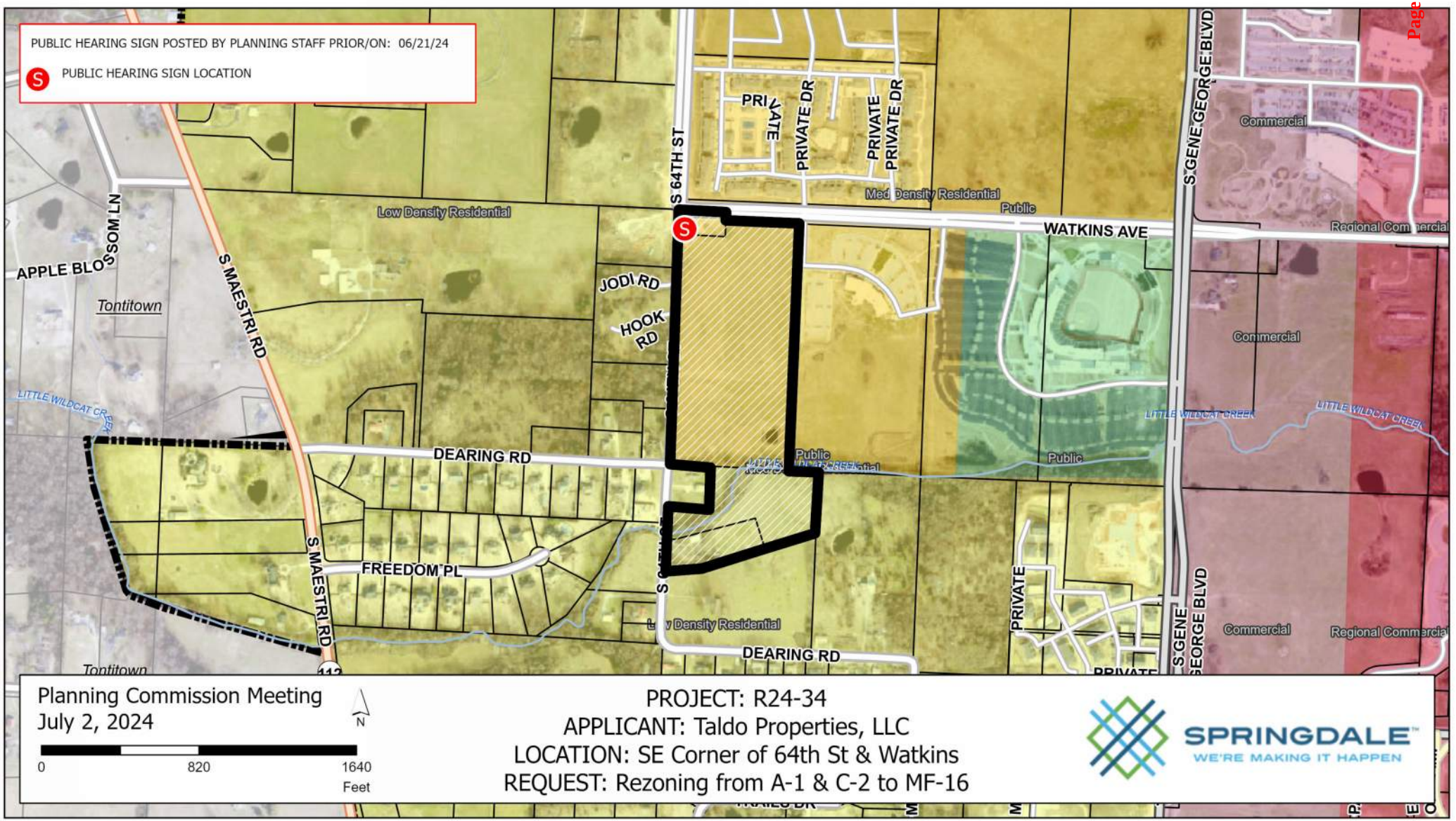
Tontitown
MF-16
C-5
JODI RD
HOOK RD
C-2
A-1
S 64TH ST
PRIVATE DR
PRIVATE DR
PRIVATE DR
WATKINS AVE
P-1
S GENE GEORGE BLVD
LITTLE WILDCAT CREEK
DEARING RD
FREEDOM PL
PRIVATE
Planning Commission Meeting
July 2, 2024
N
0
820
1640
Feet
PROJECT: R24-34
APPLICANT: Taldo Properties, LLC
LOCATION: SE Corner of 64th St & Watkins
REQUEST: Rezoning from A-1 & C-2 to MF-16
SPRINGDALE
WE'RE MAKING IT HAPPEN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S 64TH ST
PRIVATE DR
PRIVATE DR
PRIVATE DR
S GENE GEORGE BLVD
Commercial
Med Density Residential
Public
WATKINS AVE
Regional Commercial
Low Density Residential
APPLE BLOSSOM LN
S MAESTRI RD
JODI RD
HOOK RD
Tontitown
Commercial
LITTLE WILDCAT CREEK
LITTLE WILDCAT CREEK
DEARING RD
Public
Public
FREEDOM PL
S MAESTRI RD
Low Density Residential
PRIVATE
S GENE GEORGE BLVD
Commercial
Regional Commercial
DEARING RD
Tontitown
Planning Commission Meeting
July 2, 2024
N
0
820
1640
Feet
PROJECT: R24-34
APPLICANT: Taldo Properties, LLC
LOCATION: SE Corner of 64th St & Watkins
REQUEST: Rezoning from A-1 & C-2 to MF-16
SPRINGDALE
WE'RE MAKING IT HAPPEN

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-35) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of One Springdale, Inc. a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12).

Layman's Description: 3065 Old Wire Road

Legal Description:

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), ALL IN SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWENTY-NINE (29) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER (S 1/4) OF SAID SECTION 19, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF SAID SECTION 19, N87°31'07"W A DISTANCE OF 435.15 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTH LINE, N02°51'57"E A DISTANCE OF 206.59 FEET TO A FOUND

MONUMENT IN CONCRETE; THENCE N88°24'33”W A DISTANCE OF 192.00 FEET TO A POINT IN OLD WIRE ROAD; THENCE ALONG SAID OLD WIRE ROAD, N10°56'44”E A DISTANCE OF 1073.97 FEET; THENCE LEAVING SAID OLD WIRE ROAD, S87°49'03”E A DISTANCE OF 693.00 FEET TO A FOUND 1/2 INCH REBAR; THENCE S11°01'20”W A DISTANCE OF 117.22 FEET TO A FOUND 1/2 INCH REBAR; THENCE S87°46'55”E A DISTANCE OF 275.18 FEET TO A FOUND 1/2 INCH REBAR; THENCE S02°49'07”W A DISTANCE OF 923.61 FEET TO A FOUND 1/2 INCH REBAR; THENCE N88°34'02”W A DISTANCE OF 413.28 FEET TO A FOUND 1/2 INCH PIPE; THENCE S11°15'28”W A DISTANCE OF 226.19 FEET TO THE SOUTH LINE OF SAID SECTION 19, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID SOUTH LINE, N87°44'28”W A DISTANCE OF 29.94 FEET TO THE POINT OF BEGINNING, CONTAINING 26.41 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF BITTER LANE ON THE SOUTH SIDE THEREOF, THE RIGHT-OF-WAY OF OLD WIRE ROAD ON THE WEST SIDE THEREOF, AND ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-35) from Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-35) CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of July 2, 2024, for hearing the matter of One Springdale, Inc. a petition requesting that the following described tract of real estate be rezoned from Low/Medium Density Single Family Residential District (SF-2) to Medium Density Multi-Family Residential District (MF-12).

Layman's Description: NW Intersection of Dodd Avenue & Scottsdale Street

Legal Description:

PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTY (30), IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 30, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE S02°03'14"W A DISTANCE OF 484.78 FEET TO A FOUND IRON WITH CAP "PLS 852 - HEMMINGWAY AND THE POINT OF BEGINNING; THENCE S02°03'00"W A DISTANCE OF 830.46 FEET TO A FOUND IRON PIN WITH CAP "UNREADABLE", ON THE NORTH RIGHT OF WAY LINE OF DODD AVENUE; THENCE ALONG SAID NORTH

RIGHT OF WAY LINE, N88°00'38"W 516.36 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 970.00 FEET AN ARC LENGTH OF 75.72 FEET AND A CHORD BEARING AND DISTANCE OF N83°34'57"W - 75.70 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N01°43'53"E A DISTANCE OF 3.56 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°05'28"W A DISTANCE OF 23.86 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N02°31'10"E A DISTANCE OF 206.00 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N85°16'50"W A DISTANCE OF 162.73 FEET TO A SET IRON PIN WITH CAP "PLS 1156" ON THE EASTERLY RIGHT OF WAY LINE OF OLD WIRE ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N09°47'42"E A DISTANCE OF 625.05 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, S87°12'16"E A DISTANCE OF 141.10 FEET TO A FOUND 3/4 INCH PIPE; THENCE S86°56'05"E A DISTANCE OF 551.35 FEET TO THE POINT OF BEGINNING, CONTAINING 13.51 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-35) from Low/Medium Density Single Family Residential District (SF-2) to Medium Density Multi-Family Residential District (MF-12) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From Low/Medium Density Single Family Residential District (SF-2) to Medium Density Multi-Family Residential District (MF-12) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

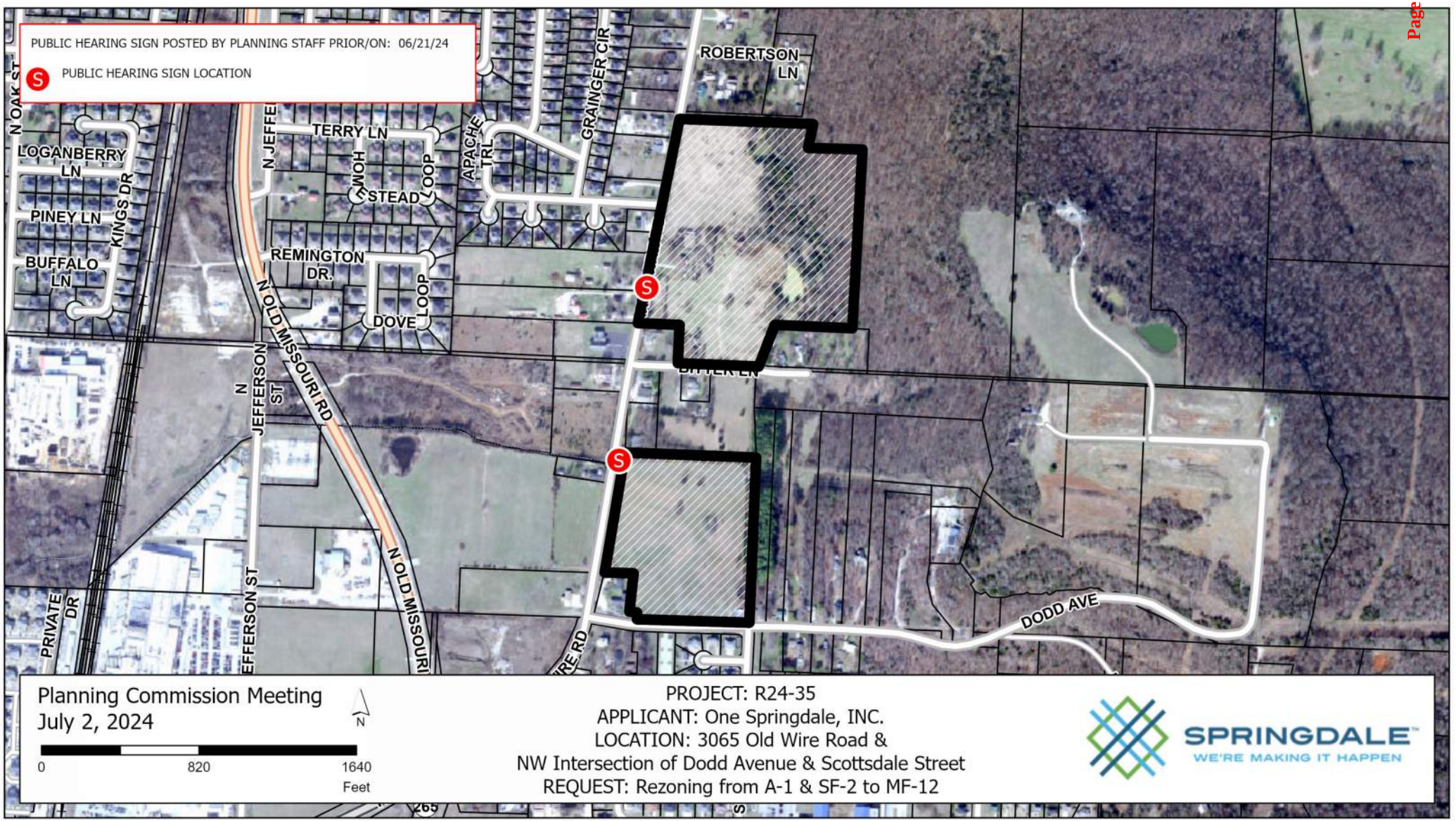
_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney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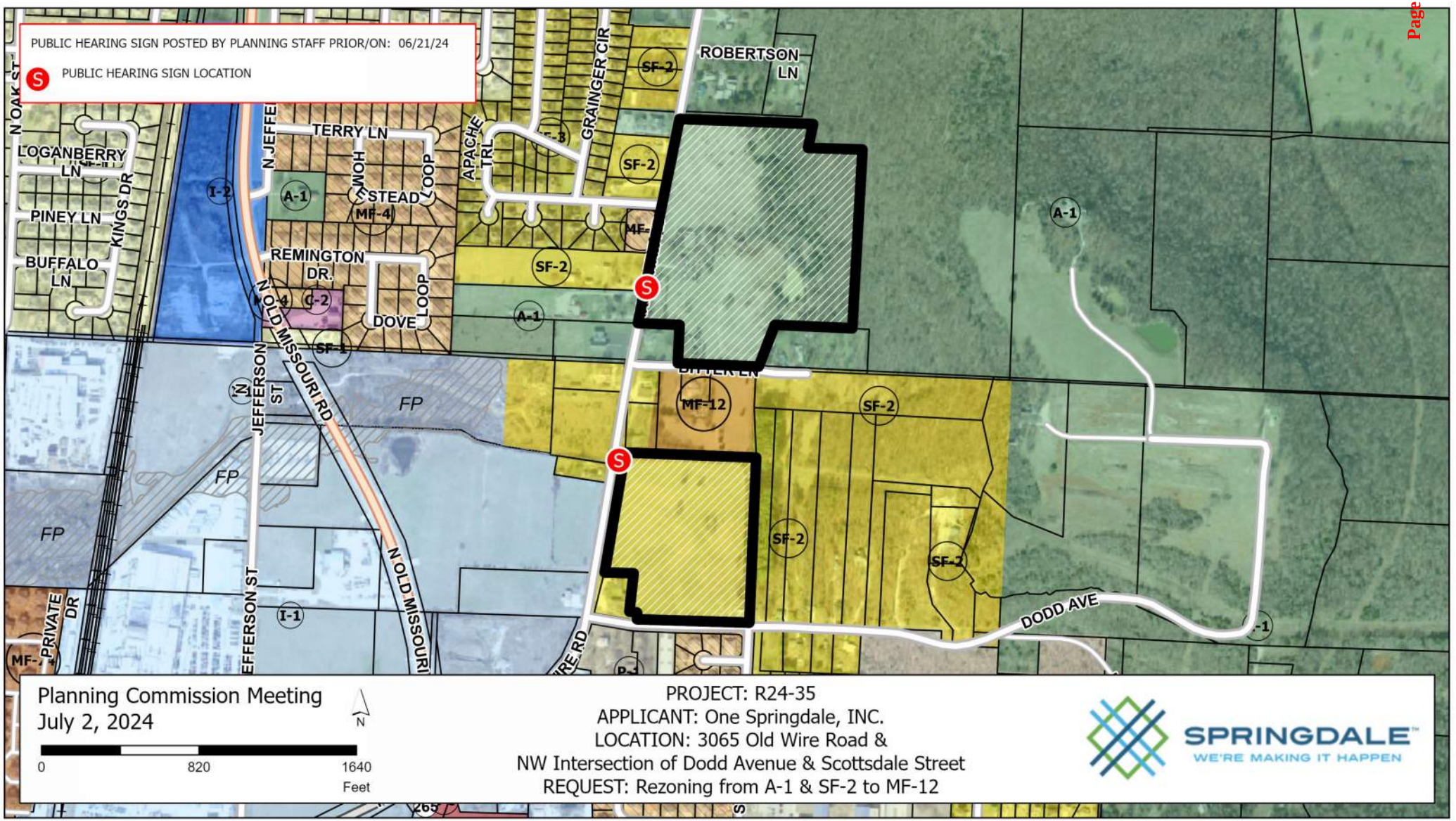
GRAINGER CIR
TERRY LN
APACHE TRL
LOGANBERRY LN
KINGS DR
PINEY LN
BUFFALO LN
REMINGTON DR.
DOVE LOOP
N OLD MISSOURI RD
N JEFFERSON ST
DODD AVE
PRIVATE DR
Planning Commission Meeting
July 2, 2024
0
820
1640
Feet
N
PROJECT: R24-35
APPLICANT: One Springdale, INC.
LOCATION: 3065 Old Wire Road &
NW Intersection of Dodd Avenue & Scottsdale Street
REQUEST: Rezoning from A-1 & SF-2 to MF-12
SPRINGDALE
WE'RE MAKING IT HAPPEN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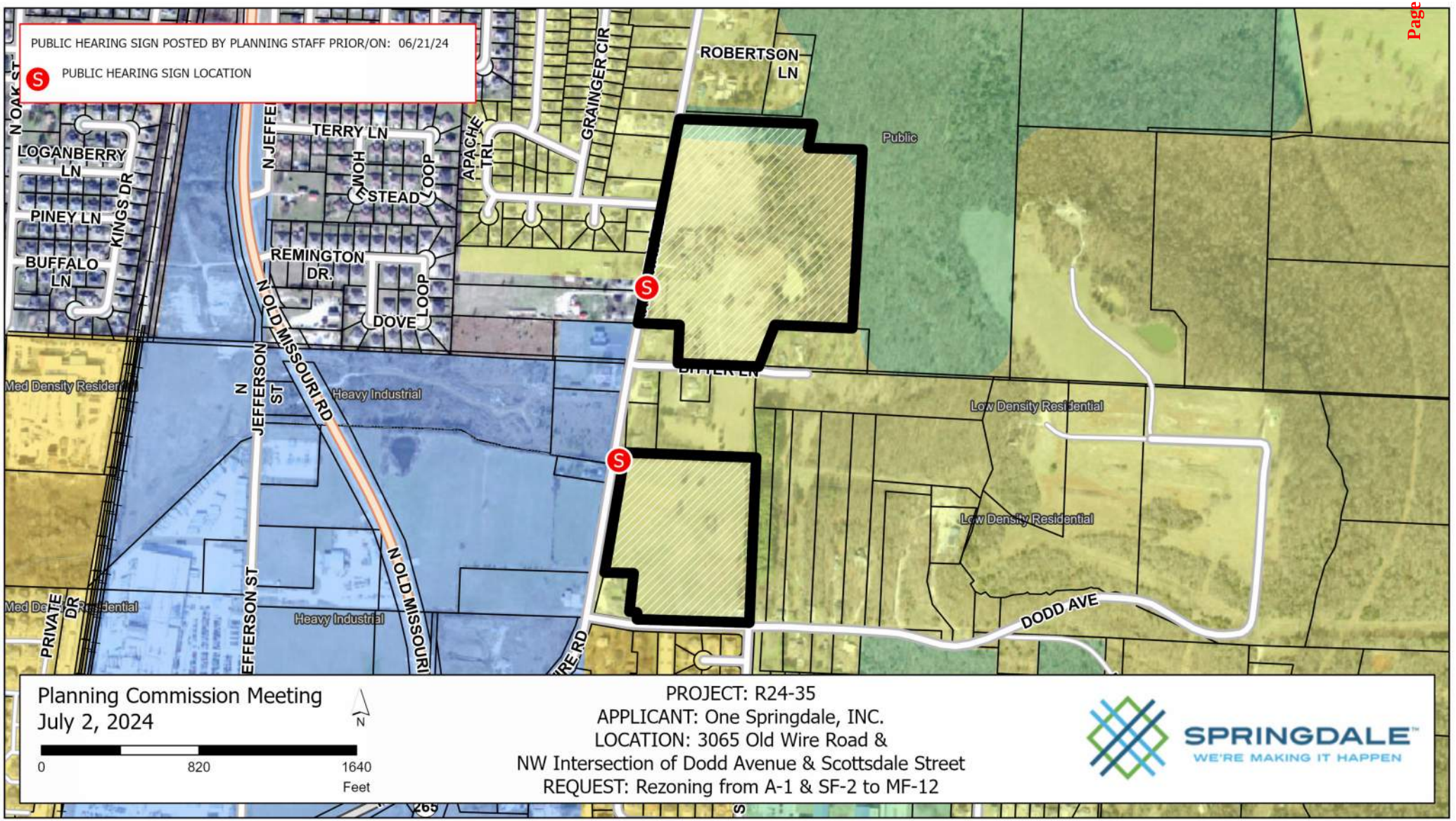
GRAINGER CIR
TERRY LN
APACHE TRL
LOGANBERRY LN
KINGS DR
PINEY LN
BUFFALO LN
REMINGTON DR.
DOVE
LOOP
N OLD MISSOURI RD
N JEFFERSON ST
FP
DODD AVE
PRIVATE DR
SF-2
A-1
I-2
I-1
MF-4
MF-12
C-2
Planning Commission Meeting
July 2, 2024
N
0
820
1640
Feet
PROJECT: R24-35
APPLICANT: One Springdale, INC.
LOCATION: 3065 Old Wire Road &
NW Intersection of Dodd Avenue & Scottsdale Street
REQUEST: Rezoning from A-1 & SF-2 to MF-12
SPRINGDALE
WE'RE MAKING IT HAPPEN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GRAINGER CIR
TERRY LN
APACHE TRL
LOGANBERRY LN
KINGS DR
PINEY LN
BUFFALO LN
REMINGTON DR.
DOVE LOOP
N JEFFERSON ST
N OLD MISSOURI RD
Public
Heavy Industrial
Low Density Residential
DODD AVE
PRIVATE DR
Planning Commission Meeting
July 2, 2024
N
0
820
1640
Feet
PROJECT: R24-35
APPLICANT: One Springdale, INC.
LOCATION: 3065 Old Wire Road &
NW Intersection of Dodd Avenue & Scottsdale Street
REQUEST: Rezoning from A-1 & SF-2 to MF-12
SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE (C24-09) FOR KRISTIN MARKELL, MD PLLC AT 109 SPRING STREET AS SET FORTH IN ORDINANCE NO. 4030

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

WHEREAS, the Planning Commission held a public hearing on July 2nd on a request by Kristin Markell for a conditional use for a Use Unit 45 Health Care Clinic in a Neighborhood Center Type 1 (NC1).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yeses and zero (0) no's recommends that a conditional use be granted to Kristin Markell, MD PLLC with the following conditions:

1. Treatment provided on an outpatient basis.
2. No overnight lodging.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney

Chapter 130, Article 5, Sec. 48. - Unit 45: Health care clinic.

An establishment where patients are admitted for examination and treatment on an outpatient basis, whether public or private, principally engaged in providing services for health maintenance and the treatment of physical conditions where patients are not usually lodged overnight.

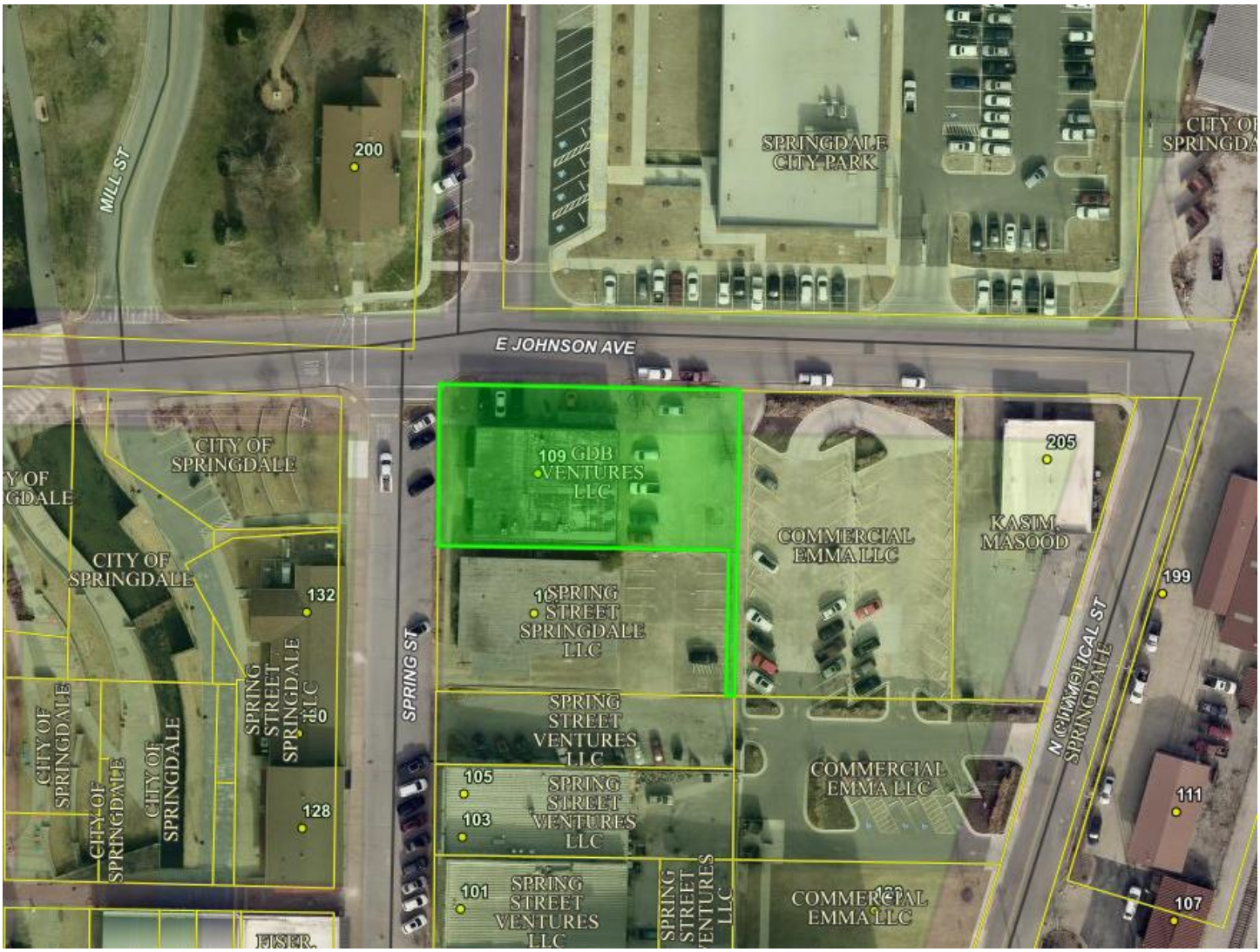
Include: Outpatient clinics; Physical therapy; Sports medicine and rehabilitation centers; Public health centers; Diagnostic centers; Treatment centers.

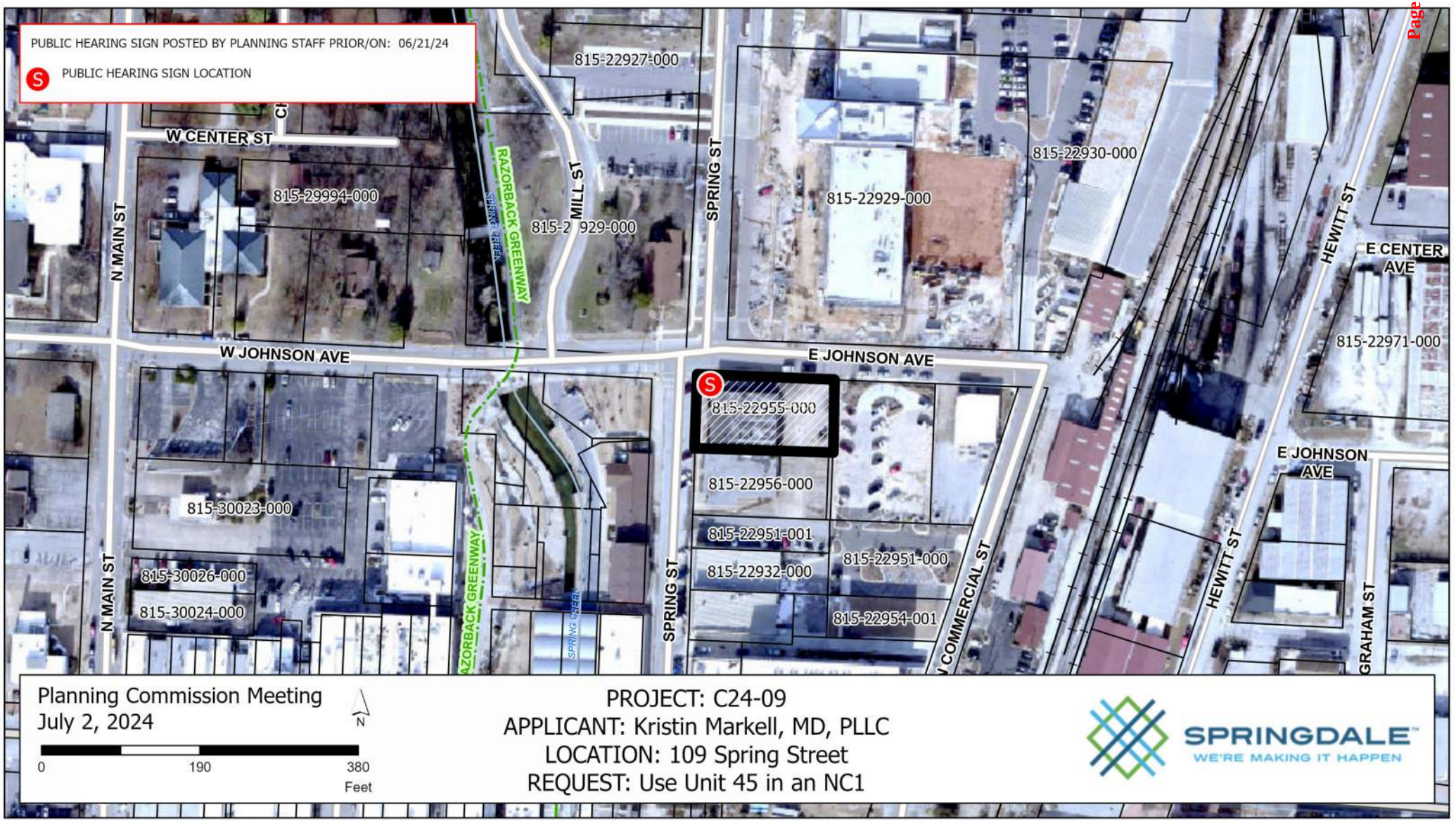
SITE PLAN:

Suite 4 in a multi-tenant commercial building

Chapter 130, Article 2, Sec 12

Evidence in the form of a signed affidavit, that notice has been given to all adjacent property owners of the project subject to the rezoning after the application has been accepted and placed on the planning commission agenda. The petitioner shall be responsible for providing such notice by certified mail, return receipt requested, to the last known address of such record owner(s) as certified by a licensed abstractor or a licensed land surveyor within the past sixty (60) days.

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MILL ST
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815-2 929-000
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815-22929-000
HEWITT ST
E CENTER AVE
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E JOHNSON AVE
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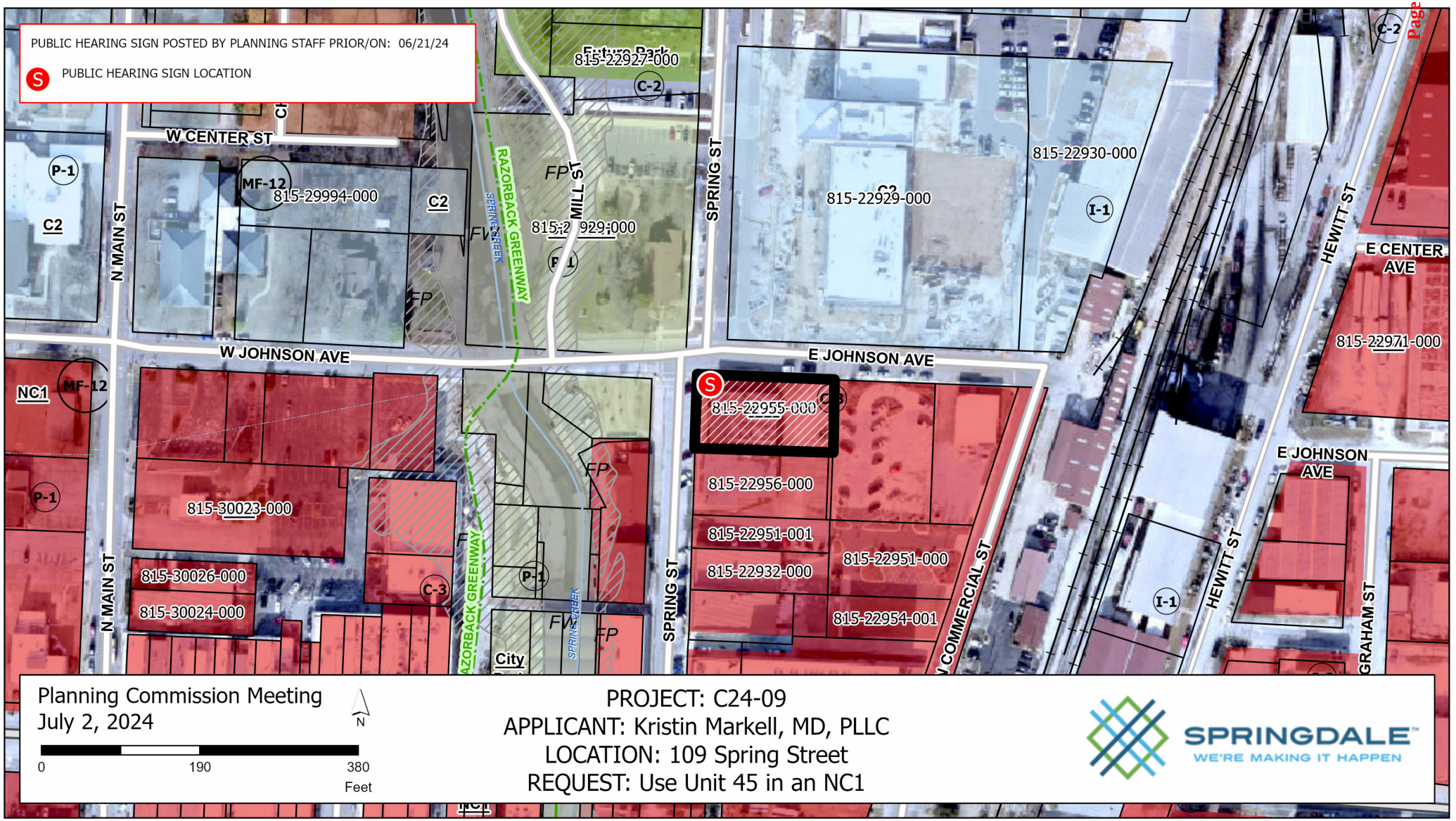
815-22954-001
COMMERCIAL ST
E JOHNSON AVE
GRAHAM ST
Planning Commission Meeting
July 2, 2024
N
0
190
380
Feet
PROJECT: C24-09
APPLICANT: Kristin Markell, MD, PLLC
LOCATION: 109 Spring Street
REQUEST: Use Unit 45 in an NC1
SPRINGDALE
WE'RE MAKING IT HAPPEN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MILL ST
SPRING ST
HEWITT ST
E CENTER AVE
W JOHNSON AVE
E JOHNSON AVE
E JOHNSON AVE
COMMERCIAL ST
GRAHAM ST
RAZORBACK GREENWAY
SPRING CREEK
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815-30026-000
815-30024-000
P-1
C2
MF-12
C-2
I-1
C-3
NC1
FP
FW
City
Planning Commission Meeting
July 2, 2024
N
0
190
380
Feet
PROJECT: C24-09
APPLICANT: Kristin Markell, MD, PLLC
LOCATION: 109 Spring Street
REQUEST: Use Unit 45 in an NC1
SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W24-09) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO EAGLE CARPORTS IN CONNECTION WITH L24-28, A LARGE SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W24-09) 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 (W24-09) of street improvements to E. Randall Wobbe Lane including drainage improvements related thereto, sidewalks in connection with 473 E. Randall Wobbe L24-28, a Large Scale Development for Eagle Carports, 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 E. Randall Wobbe Lane including drainage improvements related thereto, sidewalks, in connection with L24-28, a Large Scale Development for Eagle Carports.

Option 2: **Denies** a waiver of street improvements to E. Randall Wobbe Lane including drainage improvements related thereto, sidewalks in connection with L24-28, a Large Scale Development for Eagle Carports.

Option 3: **Approves** payment in lieu of improvements to E. Randall Wobbe Lane in connection with L24-28, a Large-Scale Development for Eagle Carports, with an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: **Denies** a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to E. Randall Wobbe Lane including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with L24-28, a Large Scale Development for Eagle Carports.

PASSED AND APPROVED THIS _____DAY OF _____, 2024.

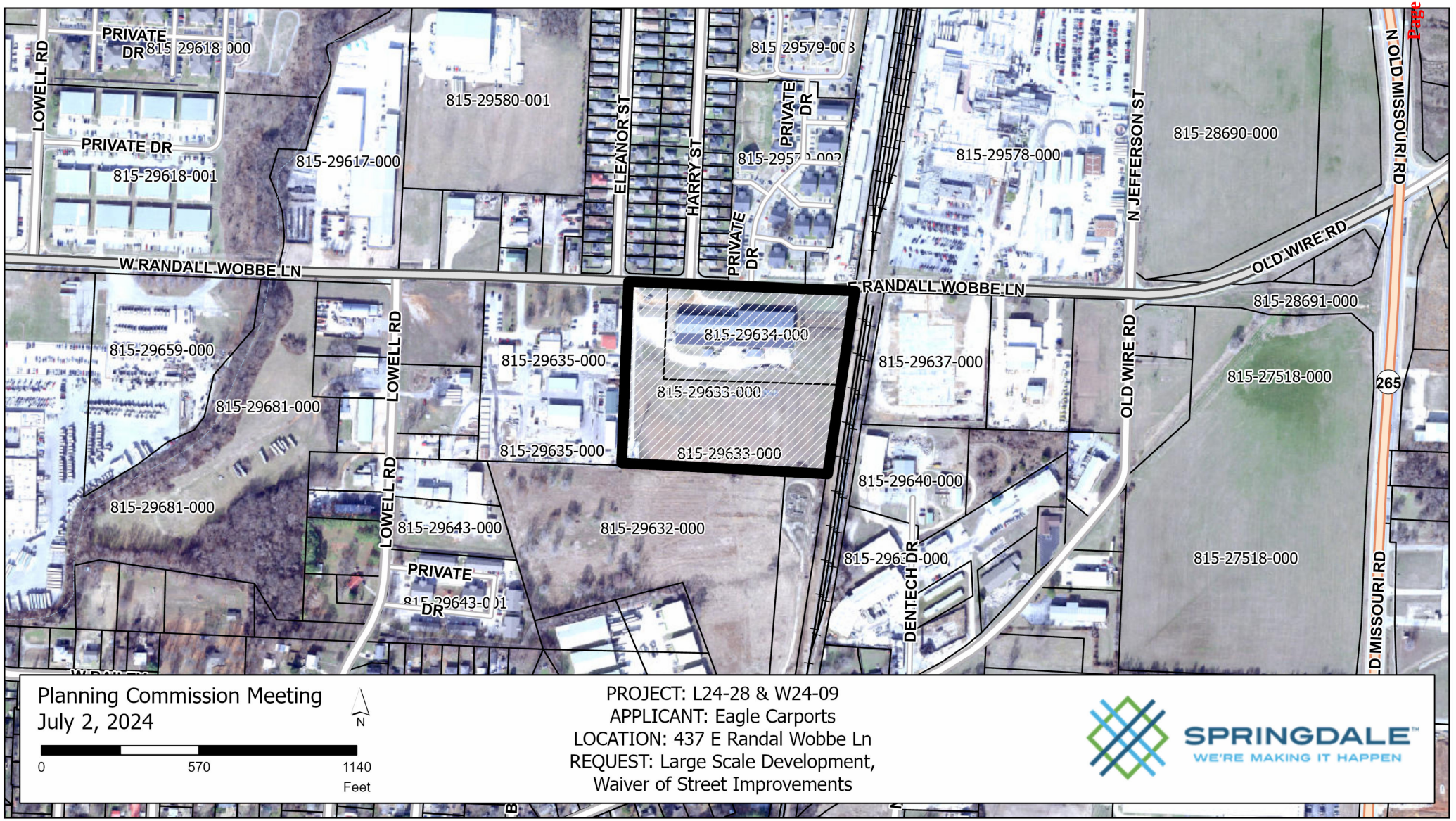
_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney



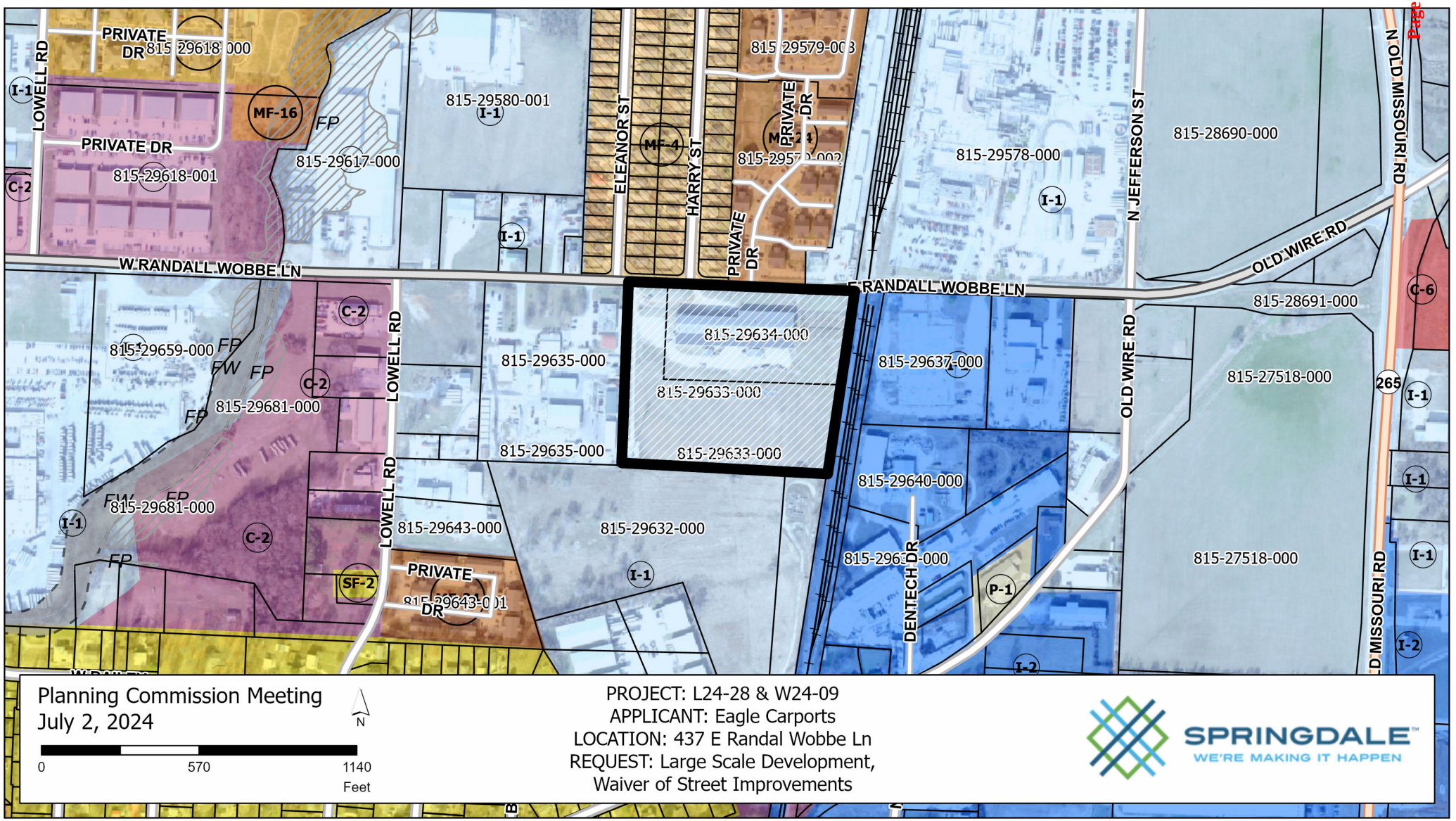
Planning Commission Meeting
July 2, 2024

N

0 570 1140
Feet

PROJECT: L24-28 & W24-09
APPLICANT: Eagle Carports
LOCATION: 437 E Randal Wobbe Ln
REQUEST: Large Scale Development,
Waiver of Street Improvements

SPRINGDALE
WE'RE MAKING IT HAPPEN



Planning Commission Meeting
July 2, 2024

N

0 570 1140
Feet

PROJECT: L24-28 & W24-09
APPLICANT: Eagle Carports
LOCATION: 437 E Randal Wobbe Ln
REQUEST: Large Scale Development,
Waiver of Street Improvements

SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W24-11) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO SUMMIT BAPTIST CHURCH IN CONNECTION WITH L24-34, A LARGE SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W24-11) of street improvements relating thereto sidewalks 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 (W24-11) of street improvements to S. 48th Street related thereto sidewalks in connection with 305 S. 48th Street L24-34, a Large Scale Development, and the Planning Commission recommends the denial of the waiver request to provide a payment in lieu of improvements for a 3-foot side path expansion and recommends approval of payment in lieu of improvements for an 8-foot side path.

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 with a payment in lieu of improvements for an 8-foot side path to S. 48th Street including improvements related thereto sidewalks in connection with L24-34, a Large Scale Development for Summit Baptist Church.

Option 2: **Denies** a waiver of street improvements with a payment in lieu of improvements for an 8-foot side path to S. 48th Street including improvements related thereto sidewalks in connection with L24-34, a Large Scale Development for Summit Baptist Church.

Option 3: **Approves** payment in lieu of improvements for an 8-foot side path to S. 48th Street in connection with L24-34, a Large Scale Development for Summit Baptist Church, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: **Denies** a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements for an 8-foot side path to S. 48th Street including improvements related thereto sidewalks in connection with L24-34, a Large Scale Development for Summit Baptist Church.

PASSED AND APPROVED THIS _____DAY OF _____, 2024.

_____
Doug Sprouse, Mayor

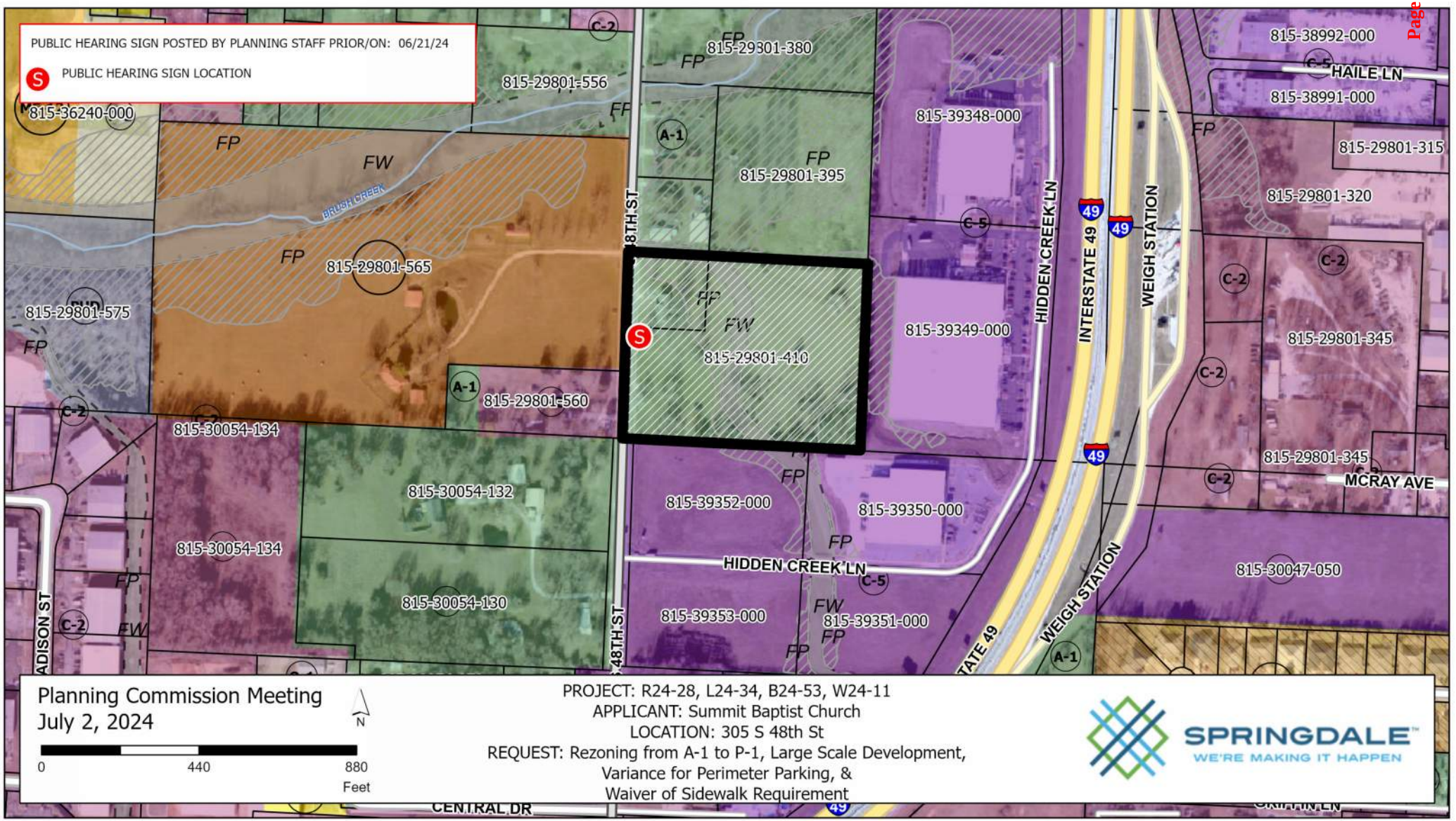
ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
815-36240-000
815-29801-556
815-29301-380
815-39348-000
815-38992-000
HAILE LN
815-38991-000
815-29801-315
815-29801-395
815-29801-320
BRUSH CREEK
48TH ST
HIDDEN CREEK LN
INTERSTATE 49
WEIGH STATION
815-29801-565
815-29801-575
815-39349-000
815-29801-410
815-29801-345
815-29801-560
815-30054-134
815-30054-132
815-39352-000
815-39350-000
MCRAY AVE
815-30054-134
HIDDEN CREEK LN
815-30047-050
815-30054-130
815-39353-000
815-39351-000
ADISON ST
48TH ST
WEIGH STATION
CENTRAL DR
Planning Commission Meeting
July 2, 2024
N
0
440
880
Feet
PROJECT: R24-28, L24-34, B24-53, W24-11
APPLICANT: Summit Baptist Church
LOCATION: 305 S 48th St
REQUEST: Rezoning from A-1 to P-1, Large Scale Development,
Variance for Perimeter Parking, &
Waiver of Sidewalk Requirement
SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
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815-38992-000
HAILE LN
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BRUSH CREEK
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815-39349-000
HIDDEN CREEK LN
INTERSTATE 49
WEIGH STATION
815-29801-345
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815-39352-000
815-39350-000
MCRAY AVE
HIDDEN CREEK LN
815-30047-050
815-30054-130
815-39353-000
815-39351-000
48TH ST
ADISON ST
CENTRAL DR
Planning Commission Meeting
July 2, 2024
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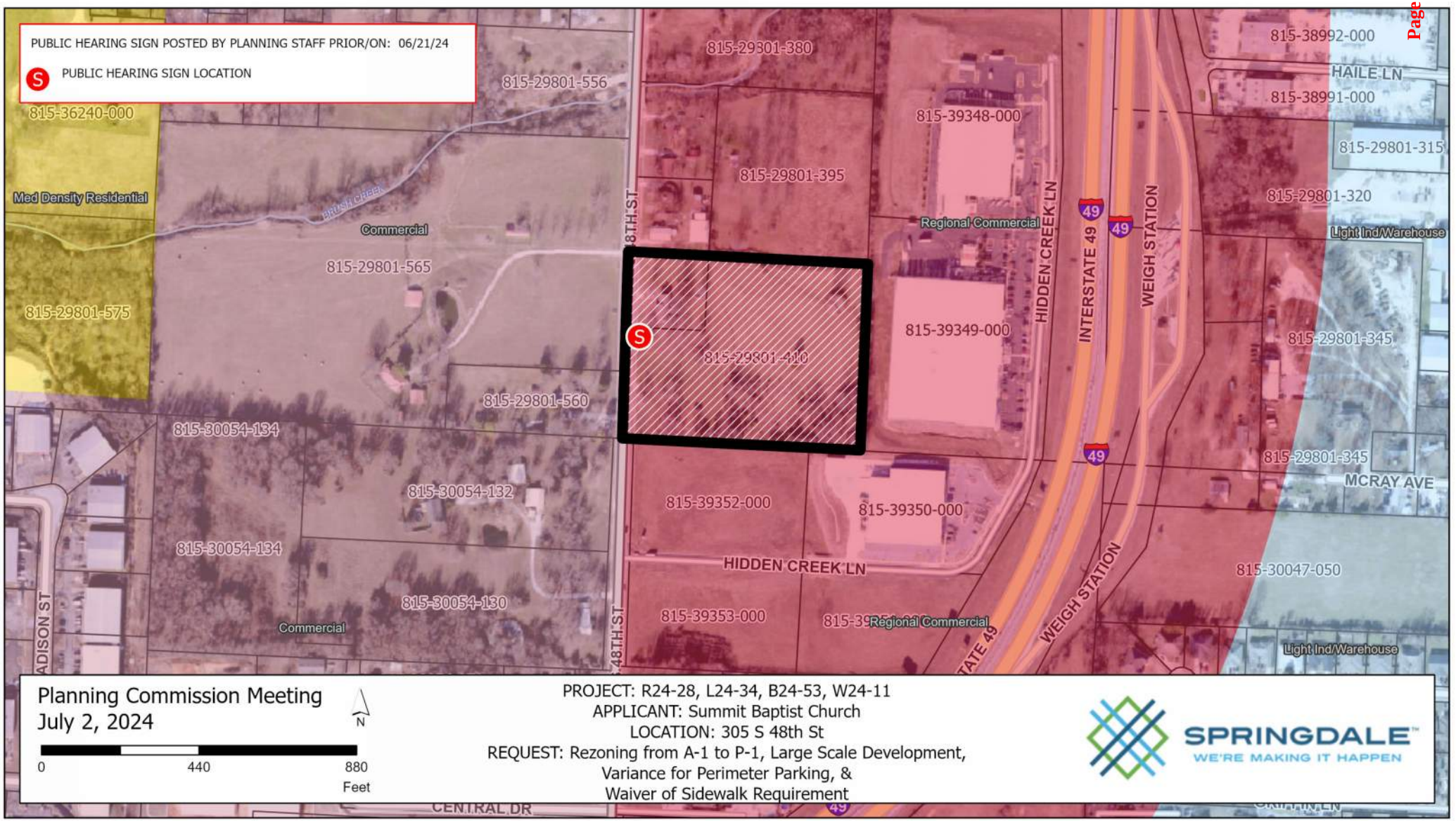
440
880
Feet
N
PROJECT: R24-28, L24-34, B24-53, W24-11
APPLICANT: Summit Baptist Church
LOCATION: 305 S 48th St
REQUEST: Rezoning from A-1 to P-1, Large Scale Development,
Variance for Perimeter Parking, &
Waiver of Sidewalk Requirement
SPRINGDALE
WE'RE MAKING IT HAPPEN



Planning Commission Meeting
July 2, 2024

N

0 440 880
Feet

PROJECT: R24-28, L24-34, B24-53, W24-11
APPLICANT: Summit Baptist Church
LOCATION: 305 S 48th St
REQUEST: Rezoning from A-1 to P-1, Large Scale Development,
Variance for Perimeter Parking, &
Waiver of Sidewalk Requirement

SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W24-12) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO ARKANSAS LAW ENFORCEMENT TRAINING ACADEMY IN CONNECTION WITH L24-33, A LARGE SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W24-12) 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 (W24-12) of street improvements to W. County Line Road as indicated on the Master Street Plan including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with Arkansas Law Enforcement Training Academy L24-33, a Large-Scale Development and the Planning Commission recommends approval of the waiver request with the dedication of right-of-way to the future relocation of W. County Line Road.

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 the future relocation of W. County Line Road as indicated on the Master Street Plan including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L24-33, a Large Scale Development.

Option 2: **Denies** a waiver of street improvements to the future relocation of W. County Line Road as indicated on the Master Street Plan including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L24-33, a Large Scale Development.

Option 3: **Approves** payment in lieu of improvements to the future relocation of W. County Line Road as indicated on the Master Street Plan in connection with L24-33, a Large Scale Development, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: **Denies** a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to the future relocation of W. County Line Road as indicated on the Master Street Plan including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with L24-33, a Large Scale Development.

PASSED AND APPROVED THIS _____DAY OF _____, 2024.

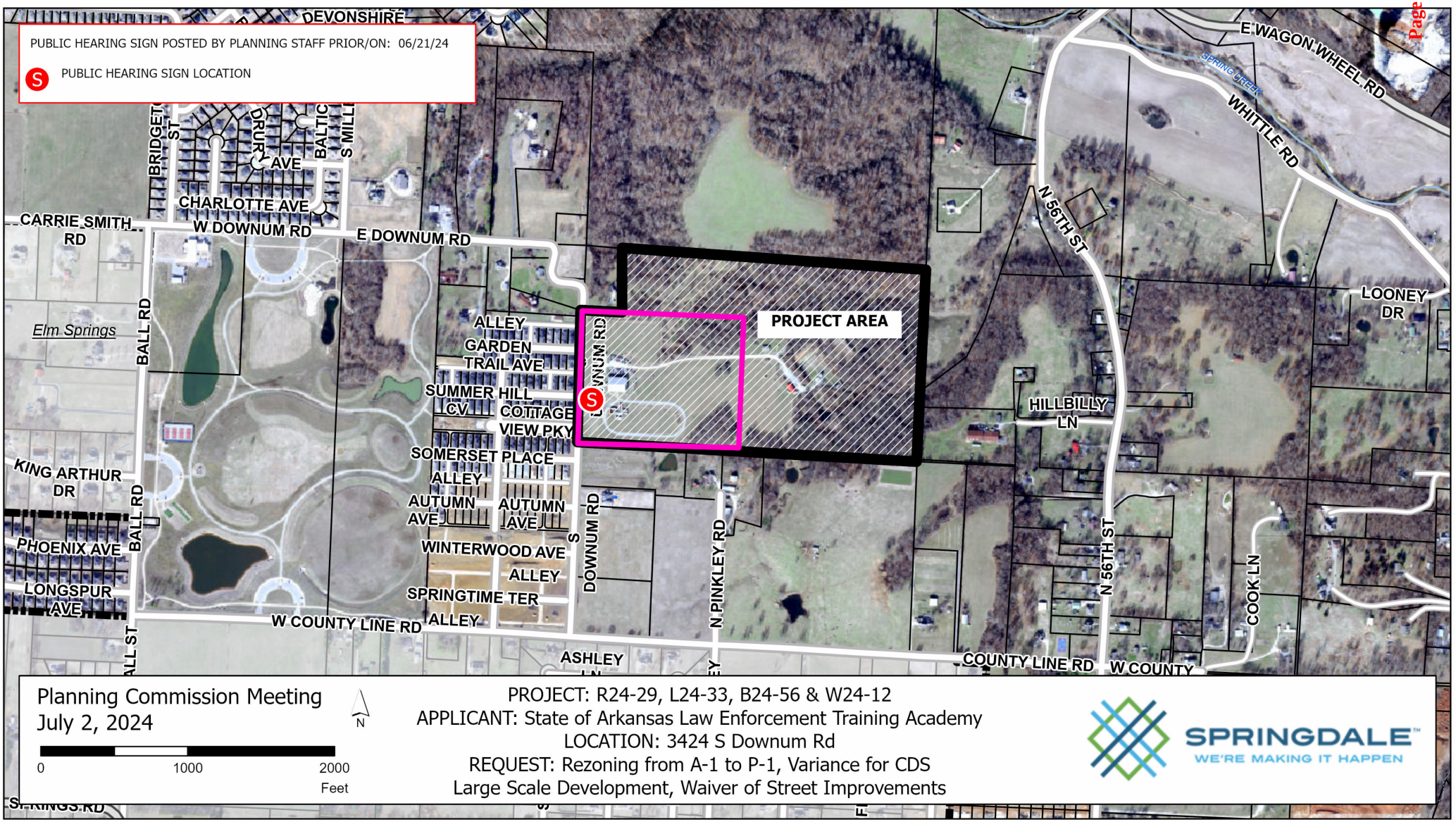
_____
Doug Sprouse, Mayor

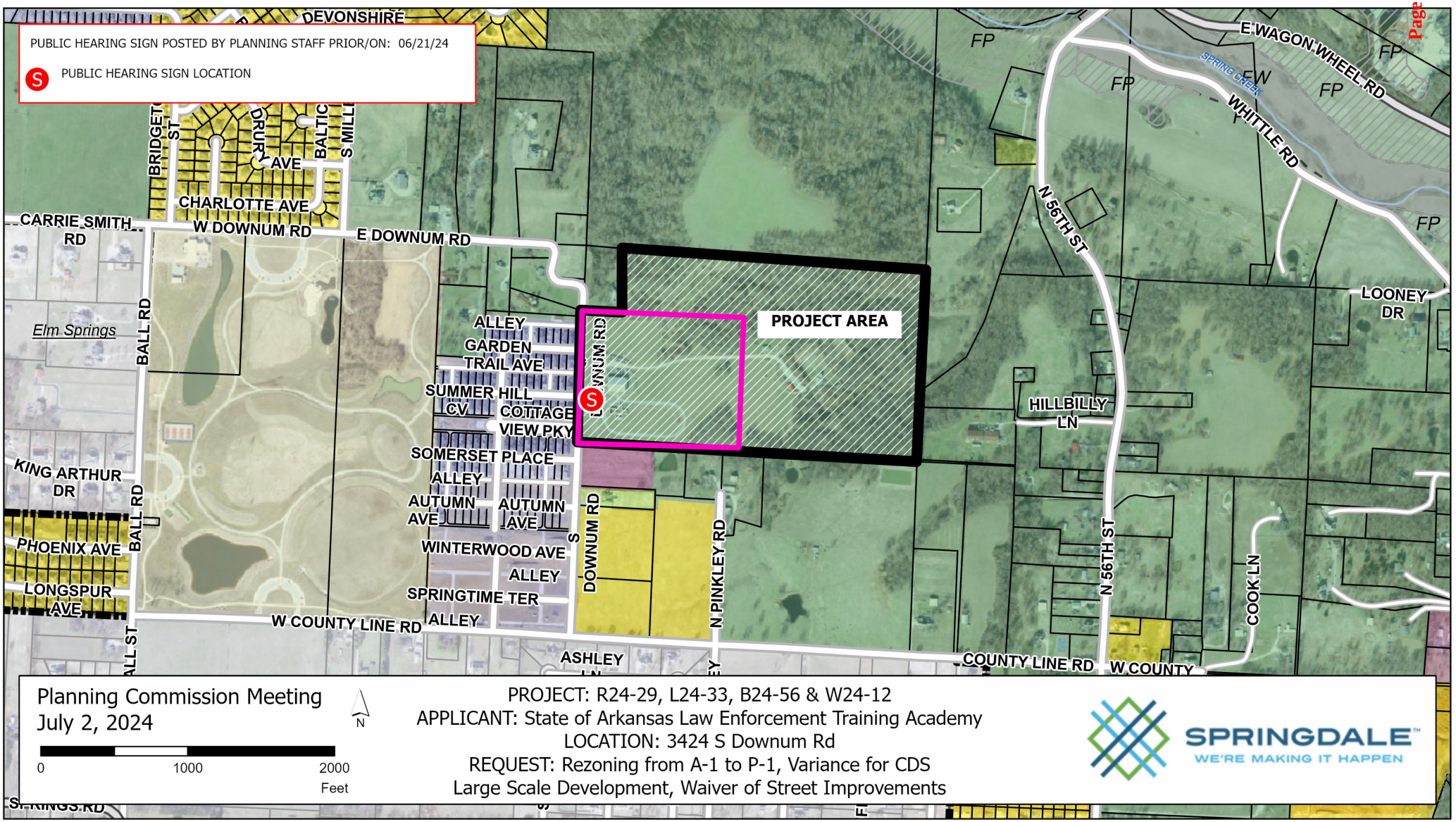
ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
PROJECT AREA
DEVONSHIRE
BRIDGET ST
DRURY AVE
BALTIC
S MILLI
CHARLOTTE AVE
CARRIE SMITH RD
W DOWNUM RD
E DOWNUM RD
Elm Springs
BALL RD
ALLEY
GARDEN TRAIL AVE
SUMMER HILL CV
COTTAGE VIEW PKY
SOMERSET PLACE
ALLEY
AUTUMN AVE
AUTUMN AVE
WINTERWOOD AVE
ALLEY
SPRINGTIME TER
ALLEY
S DOWNUM RD
N PINKLEY RD
KING ARTHUR DR
PHOENIX AVE
LONGSPUR AVE
W COUNTY LINE RD
ASHLEY
COUNTY LINE RD
W COUNTY
N 56TH ST
HILLBILLY LN
E WAGON WHEEL RD
WHITTLE RD
SPRING CREEK
LOONEY DR
COOK LN
Planning Commission Meeting
July 2, 2024
N
0
1000
2000
Feet
PROJECT: R24-29, L24-33, B24-56 & W24-12
APPLICANT: State of Arkansas Law Enforcement Training Academy
LOCATION: 3424 S Downum Rd
REQUEST: Rezoning from A-1 to P-1, Variance for CDS
Large Scale Development, Waiver of Street Improvements
SPRINGDALE
WE'RE MAKING IT HAPPEN

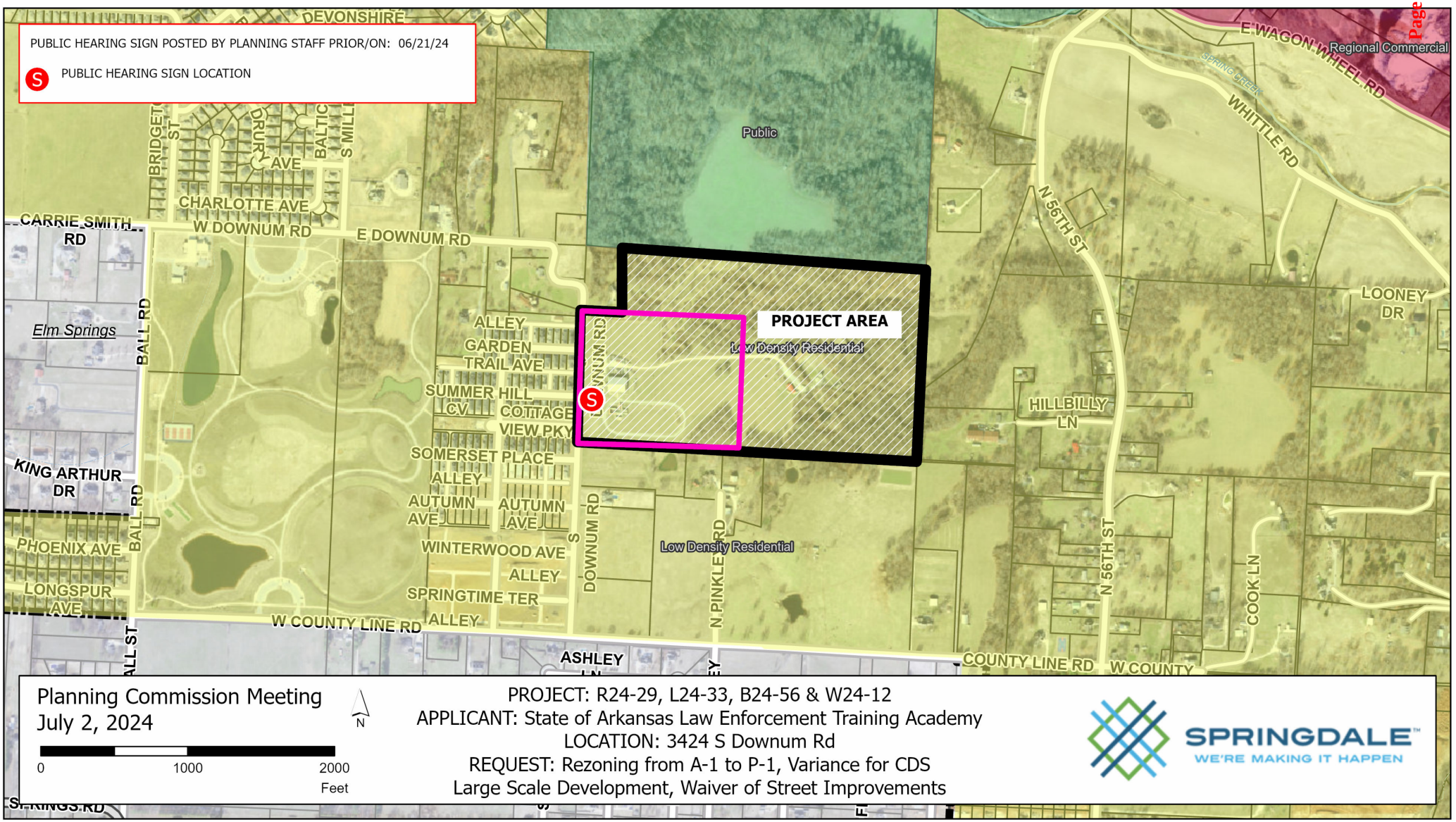


Planning Commission Meeting
July 2, 2024

0 1000 2000 Feet

PROJECT: R24-29, L24-33, B24-56 & W24-12
APPLICANT: State of Arkansas Law Enforcement Training Academy
LOCATION: 3424 S Downum Rd
REQUEST: Rezoning from A-1 to P-1, Variance for CDS
Large Scale Development, Waiver of Street Improvements

SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
PROJECT AREA
Low Density Residential
Public
Regional Commercial
Low Density Residential
DEVONSHIRE
BRIDGET ST
DRURY AVE
BALTIC
S MILL
CHARLOTTE AVE
W DOWNUM RD
E DOWNUM RD
CARRIE SMITH RD
Elm Springs
BALL RD
ALLEY
GARDEN
TRAIL AVE
SUMMER HILL CV
COTTAGE VIEW PKY
SOMERSET PLACE
ALLEY
AUTUMN AVE
AUTUMN AVE
WINTERWOOD AVE
ALLEY
SPRINGTIME TER
ALLEY
W COUNTY LINE RD
KING ARTHUR DR
PHOENIX AVE
LONGSPUR AVE
S DOWNUM RD
N PINKLEY RD
ASHLEY
COUNTY LINE RD
W COUNTY
E WAGON WHEEL RD
SPRING CREEK
WHITTLE RD
N 56TH ST
HILLBILLY LN
LOONEY DR
COOK LN
Planning Commission Meeting
July 2, 2024
0
1000
2000
Feet
N
PROJECT: R24-29, L24-33, B24-56 & W24-12
APPLICANT: State of Arkansas Law Enforcement Training Academy
LOCATION: 3424 S Downum Rd
REQUEST: Rezoning from A-1 to P-1, Variance for CDS
Large Scale Development, Waiver of Street Improvements
SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W24-13) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO HOMEWOOD SUITES MOTEL IN CONNECTION WITH L24-32, A LARGE SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W24-13) 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 (W24-13) of street improvements to W. Sunset Avenue including drainage improvements related thereto, sidewalks in connection with L24-32, a Large Scale Development for Homewood Suites Motel, 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 W. Sunset Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L24-32, a Large Scale Development for Homewood Suites Motel.

Option 2: **Denies** a waiver of street improvements to W. Sunset Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L24-32, a Large Scale Development for Homewood Suites Motel.

Option 3: **Approves** payment in lieu of improvements to W. Sunset Avenue in connection with L24-32, a Large Scale Development for Homewood Suites Motel, with an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: **Denies** a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to W. Sunset Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with L24-32, a Large Scale Development for Homewood Suites Motel.

PASSED AND APPROVED THIS _____DAY OF _____, 2024.

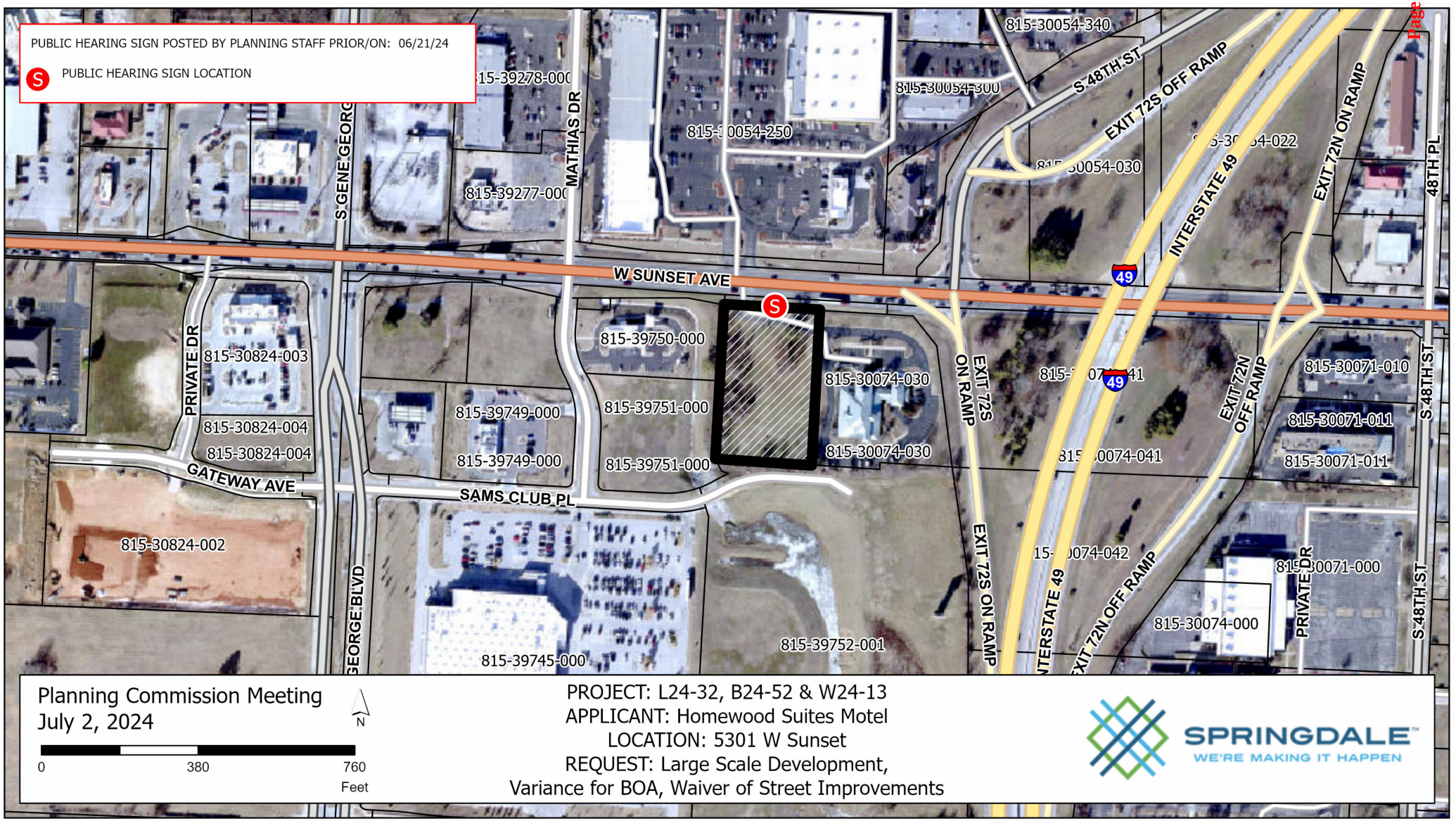
_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney



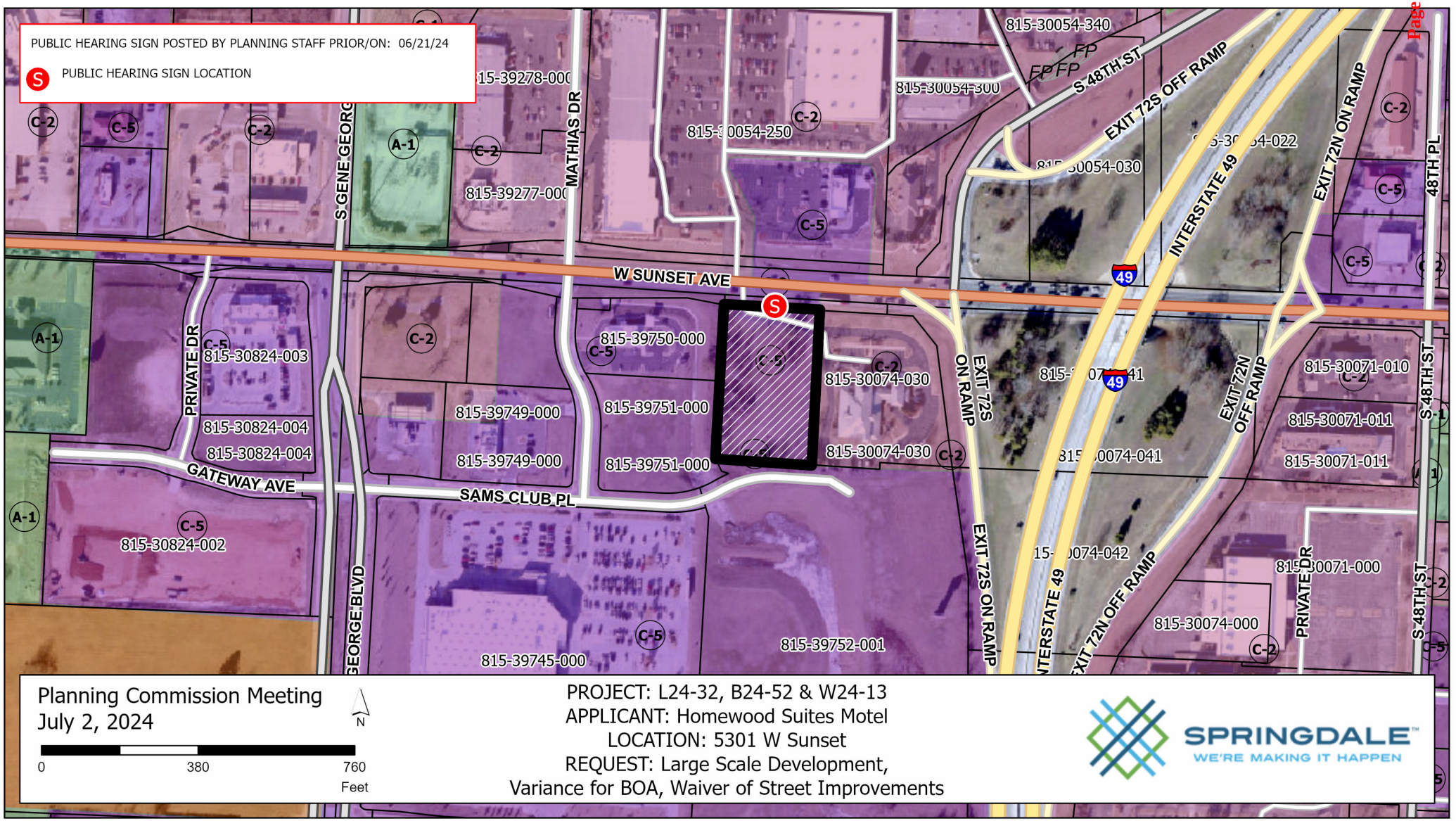
Planning Commission Meeting
July 2, 2024

N

0 380 760
Feet

PROJECT: L24-32, B24-52 & W24-13
APPLICANT: Homewood Suites Motel
LOCATION: 5301 W Sunset
REQUEST: Large Scale Development,
Variance for BOA, Waiver of Street Improvements

SPRINGDALE
WE'RE MAKING IT HAPPEN



Planning Commission Meeting
July 2, 2024

0 380 760 Feet

PROJECT: L24-32, B24-52 & W24-13
APPLICANT: Homewood Suites Motel
LOCATION: 5301 W Sunset
REQUEST: Large Scale Development,
Variance for BOA, Waiver of Street Improvements

SPRINGDALE
WE'RE MAKING IT HAPPEN

DAVIS, BUTT, TAYLOR & CLARK, PLC

WWW.DBTCFIRM.COM

WRITER'S E-MAIL ADDRESS:
WCLARK@DBTCFIRM.COM

SIDNEY P. DAVIS, JR.*
CONSTANCE G. CLARK*
WM. JACKSON BUTT II
DON A. TAYLOR
WILLIAM F. CLARK
JACOB T. NEWCOMB
* *Of Counsel*

July 16, 2024

RE: Appeal from Springdale Planning Commission's Denial of FP24-06; Cottages at Clear Creek, Phase II, Final Plat

VIA E-MAIL: dpearce@springdalear.gov
Springdale City Council
c/o Ms. Denise Pearce, City Clerk
201 Spring Street
Springdale, AR 72764

VIA E-MAIL: dsprouse@springdalear.gov
Mr. Doug Spouse
Springdale City Mayor
201 Spring Street
Springdale, AR 72764

Dear Springdale City Council:

Please accept this correspondence as NWA LD, LLC's formal appeal to the Springdale City Council from the Planning Commission's denial of the Cottages at Clear Creek – Phase II Final Plat. The Phase II Final Plat submitted by NWA LD, LLC was considered by the Planning Commission as FP24-06 at its July 2, 2024 meeting and, as set forth more specifically below, was denied without justification and in violation of the Springdale Municipal Code. However, since the July 2, 2024 Planning Commission meeting, NWA LD, LLC has engaged in productive conversations with the city's planning staff and the city attorney, and our understanding is that the parties agreed to a framework to support the City Council's approval of this appeal. Nevertheless, pursuant to city ordinance, a formal written appeal to the City Council is required such that the Council can act to reverse and overturn the Planning Commission's refusal of this Final Plat. Accordingly, this appeal is being submitted to the City Council within thirty (30) days of the Planning Commission's refusal of the Final Plat as provided for and required by Springdale Code of Ordinances, Chapter 130, Article 6, Section 5.2.5.

Briefly, NWA LD, LLC received approval for the development of the above-referenced Cottages at Clear Creek Planned Unit Development (PUD) by the City of Springdale on October 27, 2020. Pursuant to Ordinance No. 5521, an 83.47 acre tract of real property located South of E. Robinson Ave., West of Eupeil Lane, North of Don Tyson Parkway and East of Ferrel Lane was approved for the development of a PUD consistent with the Development Plan set forth in the Cottages at Clear Creek, Planned Unit Development. By Ordinance No. 5521 signed into Springdale law, the Cottages at Clear Creek PUD was approved, the Development Plan was memorialized, and the PUD documents were filed of in the Washington County Land Records as File #: 2020-00041613.

Since that time, NWA LD, LLC has developed, constructed and completed Phase I of the PUD, which Phase was completed with the construction and sale of 74 newly constructed homes to homeowners and taxpayers in Springdale, Arkansas. NWA LD, LLC has also previously submitted and received approval by the Planning Commission for its Preliminary Plat and development plan for Phase II of the PUD. After approval of the Preliminary Plat and development plan, NWA, LD, LLC undertook to develop the Final Plat and development plan for Phase II consistent with the approved preliminary plat (already approved by the Planning Commission). NWA LD, LLC complied with the requirements of the development plan and the directives of the Springdale Municipal Code to receive approval of the Final Plat for Phase II. However, despite the Final Plat conforming to the development plan and complying with the Code of Ordinances required to obtain approval of that Plat, the Planning Commission unfortunately refused approval of the Phase II Final Plat.

Pursuant to Ch. 130, Art. 6, Sec. 5 of the City of Springdale Code, which governs approval of a PUD Final Plat and development plan, Subsection 5, entitled "Final development plan and plat" provides that the Planning Commission and staff "will review the final development plan and plat ***to determine that no substantial changes were made to those elements of the plan agreed upon in the preliminary development plan***." No such substantial changes were made to the elements of the plan as provided in the preliminary plat to the final plat. Further, the Code goes on to provide that "The final development plan ***shall be deemed to be in substantial compliance with the preliminary development plan*** provided the plan does not: (a) Increase proposed floor area for nonresidential use by more than five (5) percent; (b) Increase total building coverage by more than five (5) percent; or (c) Increase total number of dwelling units by more than five (5) percent within a given phase. Fluctuation shall be permissible, provided overall density is maintained."

It is without dispute that the Cottages at Clear Creek, Phase II Final Plat submitted by NWA LD, LLC does not run afoul of either (a), (b) or (c) set forth above. Because it does not increase the floor area for nonresidential use by more than 5%, does not increase the total building coverage by more than 5%, and does not increase the total number of dwelling units by more than 5%, the Final Plat is without question "in substantial compliance with the preliminary development plan." Because the Final Plat does, in fact, substantially comply with the previously approved preliminary plan, according to the directives of the City Code, "***the commission shall approve final disposition***." *See* City of Springdale Code of Ordinances, Ch. 130, Art. 6, Sec. 5.2.5. Under the relevant Code provision, even in the event the Planning Commission finds that minor differences exist between the final development plan and the preliminary plan, the Code nevertheless requires approval of the Final Plat so long as no substantial changes were made and the final plan substantially complies with the preliminary plan.

Only in the event that the Final Plat contains "*deviations of substance*" from the previously approved preliminary plan is the Planning Commission authorized refuse approval of the Final Plat. In those circumstances, however, the Code requires that the Planning Commission "meet with the landowner . . . and shall so advise the landowner of said refusal, giving the reasons such deviations are not in the public interest." Unfortunately, and notwithstanding the herein cited Code requirements, the Planning Commission refused approval of the Phase II Final Plat despite that it had no "deviations of substance" and despite that it substantially complied with the preliminary plat. Moreover, the Planning Commission neither met with the NWA LD, LLC nor provided it with any reasons such alleged deviations (which do not exist) are not in the public interest, all as required by the Code.

Ultimately, NWA LD, LLC submits that the Planning Commission's refusal to approve the Cottages at Clear Creek, Phase II Final Plat runs afoul of the Springdale Municipal Code and Arkansas law and, therefore, must be reversed. *See, e.g.*, *Richardson v. Little Rock Planning Com.*, 295 Ark. 189 (1988) (holding that "When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards. . . A planning commission is authorized and required to determine whether a plat presented is in compliance with the particular subdivision regulations. Once compliance is had, no discretionary power to disapprove exists.") Accordingly, NWA LD, LLC submits this written appeal with the City Council for consideration of this appeal at its next regularly scheduled meeting on July 23, 2024.

After the Planning Commission meeting and in an effort to facilitate both a mutually beneficial working relationship between the parties and to ensure that the City of Springdale is equally as proud of this development as is NWA LD, LLC, various stakeholders on behalf of the developer called a meeting with planning staff and the city attorney on July 8, 2024. After hearty discussion of the development and Final Plat, the parties discussed a framework involving four (4) items which would support approval of this appeal to the City Council, and which NWA LD, LLC has agreed to address (generally, those items include bonding of playground equipment; Phase II detention confirmation; Low Impact Development; and collaborative lot restrictions in the CCRs). With this framework in place, NWA LD, LLC understands that the Springdale planning staff supports this appeal and will recommend approval of the Phase II Final Plat by the City Council.

To that end, I very much appreciate the Council's attention and consideration to this matter, and I am likewise appreciative of the city staff's willingness to meet and discuss this matter with my client since the Planning Commission meeting. I know that we are all invested in the positive progress and development of Springdale, and we look forward to enhancing that positive growth.

Should you have any questions or need anything further from me in this regard, please do not hesitate to e-mail or call.

Sincerely,

DAVIS, BUTT, TAYLOR
& CLARK, PLC

William F. Clark

WFC/wc

cc: Mr. Ernest Cate, Springdale City Attorney (*via e-mail:* ecate@springdalear.gov)

+++++

PLANNING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: PLANNING COMMISSION MEMBERS

From: Patsy Christie, Planning Director

Date: July 2, 2024

Re: R24-30 Cottages at Clear Creek

In 2020 Cottage at Clear Creek, a Planned Unit Development (PUD), was approved for an 83.4-acre tract containing 332 residential lots and one commercial lot along Highway 412 with the developer intending to build and sell homes on the lots or sell lots. The project had three general types of residential lots: front load lots; rear load lots; and collaborative lots along with a 1.5-acre lot at the north entrance. The intent of the development was to provide a unique mixture of single-family residential lot types with creative green space areas that provide opportunities for recreation while preserving natural areas. It identified one unique feature as an area of rear load homes in Phase 1 near Don Tyson Parkway which face a pedestrian courtyard.

The adopted Development Plan states the following:

> Project includes four phases, initial construction is anticipated to include Phase 1 only, but may include a combination of Phase I and one or more additional phases.
>
> Phase I construction will include the pedestrian courtyard amenity. Phase II construction will include the playground with seating areas. Each phase includes neighborhood greenspace.

Revised Development Plan

The project includes four phases. Phase I of the project has been completed and the final plat was recorded in August of 2023 at Book 24A, Page 507. Phase 1 construction included the pedestrian courtyard amenity.

Construction of Phase 2 is substantially complete and the Final Plat has been submitted for approval.

Phase 3 construction will include installation of the playground with seating areas, which will be physically located in Phase 4. Each phase includes neighborhood green space.

The adopted Development Plan states the following:

> The subdivision will include two pedestrian courtyards. These are neighborhood green space areas located in front of a group of rear load houses. These courtyards are substituted for the streets which would be typically be built in this location and provide a completely unique look and feel for these homes not available elsewhere in Springdale.

By definition in the Multi-family Residential Design Guidelines and Standards a neighborhood green shall be landscaped and shall contain multi-use areas, walking paths, plazas, pavilions, picnic table, benches or other similar features for various age groups to enjoy.

The current pedestrian courtyards do not meet this standard and no revisions were included in the revised PUD.

The adopted Development Plan states the following:

> Developer will install several types of Low Impact Development features within the common open space areas. They may include bioretention basins, raingardens, native plantings, and pervious pedestrian paths. These practices will help to improve infiltration, create natural amenities, improve water quality, and convey stormwater in an appealing way through neighborhood open space. These LID practices will in implemented in open space where residents can engage with them and where they can improve the overall appearance of the neighborhood.

Current installations meeting this requirement have not been identified and a revision was not included in the revised PUD.

The adopted Development Plan states the following:

> Developer will install a playground with seating areas in the large green space located at the northeast corner of the subdivision. And image of a play structure similar in size and type to the proposed equipment for Cottages at Clear Creek is attached.

Revised Development Plan refers to "attached covenants" not provided.

All of these items need to be addressed before a recommendation for approval of a revised PUD Development Plan.

SPRINGDALE™
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Rezoning Application

Date: 06/12/2024 Permit No.: 240193

Applicant / Owner

Applicant Name:	Engineering Services, Inc	Owner Name:	NWA LD, LLC
Address:	P.O. Box 282	Address:	P.O. Box 10560
City, State, Zip:	[Applicant City, State, ZIP]	City, State, Zip:	Fayetteville, AR 72703
Phone:	[Applicant Phone Number]	Phone:	479.439.0595
Email:	dlazenby@engineeringservices.com	Email:	ben.kennedy@rch.com
Application Contact:	Applicant		

Property

Job Address:	5331 E ROBINSON AVE	Desired Zoning:	Revised PUD
Parcel No(s).:	815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800, 815-36190-900, and Phase 1 of PUD	Total Acreage:	83.4 Acres
Current Zoning:	PUD		

Legal Description: Attached

Layman's Description: 83.4 acres north of DTP, south of Hwy412, and east of Eupeil Lane

Review Contact / Intentions

Review Contact:	Daniel Lazenby	Address:	P.O. Box 282
E-mail:	dlazenby@engineeringservices.com	Phone:	479-751-8733

The Petitioner's immediate intentions are to:

1. **Sell** the property **No**, and if so, is the property subject to an offer and acceptance, escrow contract, option agreement, other contract for conveyance of title **No**
2. **Develop** the property **Yes**, and if so, the proposed use is Residential PUD with 1 Commercial Lot
3. **Effect** of the proposed zoning upon the adjacent property and neighborhood is anticipated to be as follows: None anticipated - this is a revision to a previously approved development

The **Petitioner** understands that he/she is responsible to send a notice of the public hearing to owners of adjacent properties in accordance with the requirements set forth in the instruction given with this application and that an affidavit must be submitted with supporting documents no later than seven (7) calendar days prior to the meeting date. It is further understood that the cost of such notice(s) is borne by the Petitioner.

The **Petitioner** understands that he/she should be present at the meeting in order to answer questions. If the **Petitioner** is unable to attend, written authorization must be attached designating a representative and any decisions made by this individual shall be binding on the petitioner.

Daniel Lazenby	06/12/2024
Name	Date

CERTIFIED LIST OF ADJACENT PROPERTY OWNERS

I , S. Craig Davis, PLS, hereby certify that, based upon the records of the Circuit Clerk of Washington County, Arkansas, the names and addresses listed below represent all of the owners of properties adjacent to the property to be rezoned.

Signature: S. Craig Davis

Date: 6-11-24

PARCEL: 001-14776-000
FRIENDSHIP BAPTIST CHURCH
5395 E ROBINSON AVE
SPRINGDALE, AR 72764-8525

PARCEL: 815-36197-300
FOSTER, JIMMY V & STEPHANIE PAIGE
2887 HABBERTON RD
SPRINGDALE, AR 72764

PARCEL: 815-36191-300
ARCHER, TOMMIE A REV TRUST
4607 CARLEY RD
SPRINGDALE, AR 72762

PARCEL: 001-15028-000
DESPAIN, BRENAN
PO BOX 391
FAYETTEVILLE, AR 72702

PARCEL: 001-14875-000
NOVOTNY, DARREN T TRUST
PO BOX 1052
SPRINGDALE, AR 72765

PARCEL: 001-14875-003
TERRY, MARTIN PAUL
19569 NEILLS BLUFF RD
SPRINGDALE, AR 72764

PARCEL: 001-14800-003
COLES, JEFF & KIM
5280 HORN LN
SPRINGDALE, AR 72764-8528

PARCEL: 815-36191-400
L&X INVESTMENTS LLC
3295 HABBERTON RD
SPRINGDALE, AR 72764

PARCEL: 001-14874-002
OLLERVIDES, FULGENCIO MEDRANO
3243 EUPEIL LN
SPRINGDALE, AR 72764

PARCEL: 001-14874-003
MCCLURE, CURTIS L & ALDEA J
3219 EUPEIL LN
SPRINGDALE, AR 72764

PARCEL: 001-14874-001
WYLIEBOY LLC AS TTEE OF THE BARK LAND TRUST
200 W 34TH AVE #977,
ANCHORAGE 99503

PARCEL:815-36190-601
OZARK ELECTRIC COOPERATIVE CORP
PO BOX 848
FAYETTEVILLE, AR 72702-0848

PARCEL: 001-14778-000
TAIT LIVING TRUST
LOS ALTOS, CA 94022

PARCEL: 001-14843-010
SOUTHERN, LISA R
2845 EUPEIL LN
SPRINGDALE, AR 72764

PARCEL: 815-36197-401
PINEY RIDGE TREATMENT CENTER LLC
6100 TOWER CIR STE 1000
FRANKLIN, 37067

PARCEL: 001-14799-000
WHITELEY, CONNIE SUE & LOY ALLEN SR REVOCABLE
3011 HABBERTON RD
SPRINGDALE, AR 72764-8720

PARCEL: 001-14777-000
FRIENDSHIP BAPTIST CHURCH
5395 E ROBINSON AVE
SPRINGDALE, AR 72764-8525

PARCEL: 001-14779-000
OZARK ELECTRIC COOPERATIVE CORP
PO BOX 848
FAYETTEVILLE, AR 72702-0848

PARCEL: 815-40429-000
DR HORTON - NW ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

PARCEL: 815-40428-000
DR HORTON - NW ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

PARCEL: 815-40427-000
DR HORTON - NW ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

PARCEL: 815-40426-000
AYALA, ALEXIS; DOMINGUEZ, VERONICA TRUJILLO
5580 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-40425-000
DR HORTON - NW ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

PARCEL: 815-40424-000
DR HORTON - NW ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

PARCEL: 815-40471-000
DR HORTON - NW ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

PARCEL: 815-36191-900
COLES, JEFF & KIM
5280 HORN LN
SPRINGDALE, AR 72764

PARCEL: 815-39485-000
HAYNIE LIVING TRUST PAUL D & KAYLA HAYNIE
5286 OVERCREST AVE
SPRINGDALE, AR 72764

CERTIFIED LIST OF ADJACENT PROPERTY OWNERS

I , S. Craig Davis, PLS, hereby certify that, based upon the records of the Circuit Clerk of Washington County, Arkansas, the names and addresses listed below represent all of the owners of properties adjacent to the property to be rezoned.

Signature: S. Craig Davis

Date: 6-11-24

PARCEL: 815-39484-000
MOSELEY, JOY LIVING TRUST
3200 TURTLE HILL CV
CONWAY, AR 72034

PARCEL: 815-39483-000
BRAIG ENTERPRISES INC
4411 BOGEY DR
SPRINGDALE, AR 72764

PARCEL: 815-39482-000
PETERSON, CARL JAMES &
MEADE, MONTANA ANN
5324 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39481-000
PLETSCH, JAMES DAVID &
KLAIRYN ELAINE YOUNG
5336 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39480-000
FLORES, CHRISTIAN IVAN
5348 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39479-000
ROMERO, PATRICIA I
5370 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39478-000
WHORTON CONSTRUCTION OF NW
ARKANSAS INC
PO BOX 6964
SPRINGDALE, AR 72766

PARCEL: 815-39477-000
MANDELLA, JOSEPH A &
BASSETT, BECKY
3515 SWEETGUM LN
SPRINGDALE, AR 72764

PARCEL: 815-39476-000
SERGIO LOZANO
5422 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39475-000
CARPENTER, PAULA N
5436 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39474-000
ALEXANDER, VERONICA MARIA &
CHARLES ELDON IV
5450 OVERCREST AVE
SPRINGDALE, AR 72764

PARCEL: 815-39473-000
HARRIS, MATTHEW ALLEN & CARA
MARIE; BEVARD, JAMES ROGER &
STEPHANIE
4004 HIGHPLAINS DR
ROGERS, AR 72756

PARCEL: 815-39472-000
GONZALEZ, BRAYAN JILBERTO
ROMERO
5482 OVERCREST AVE
SPRINGDALE, AR 72764

Revised Development Plan for
COTTAGES AT CLEAR CREEK
Planned Unit Development
June 20, 2024

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

NOTE: This document is a revision to the development plan originally approved by the City of Springdale in 2020 and recorded in the records of the Washington County Circuit Clerk as File #2020-41613.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.

2. Ownership: Phase I of the project has been completed, and the final plat was recorded at Book 24A, Page 507. The majority of buildable lots in Phase I have since been sold to individual homeowners. The remaining phases of the project (phases 2-4) are owned by NWA LD, LLC, which is the developer and the applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials.

3. Project size: The property includes approximately 83.4 acres, well in excess of the ten acre minimum required by city code.

4. Staging: The 83.4 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

Project includes four phases. Phase I of the project has been completed, and the final plat was recorded in August of 2023 at Book 24A, Page 507. Phase I construction included the pedestrian courtyard amenity.

Construction of Phase 2 is substantially complete and Final Plat has been submitted to City for approval.

Phase 3 construction will include installation of the playground with seating areas, which will be physically located in Phase 4. Each phase includes neighborhood green space.

Developer intends to complete an additional phase of the project each following year until all phases are complete.

APPLICATION REVIEW PROCEDURES

1. Three Phases:

a. A preapplication conference with planning and community development staff. – As part of the original PUD zoning process, an initial pre-application conference with planning department was held on July 22, 2020 and a second pre-application conference was held on August 12, 2020. Additional meetings with planning staff were conducted in 2024 prior to submitting the revised development plan.

b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.

c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.

d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit. The previously approved development plan has been recorded.

5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.

6. Size: Approximately 83.4 acre tract – legal description as follows:

SURVEY DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N86°53’53”W A DISTANCE OF 1309.56 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP “PLS 1156”; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°20’41”E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP “PLS 1156”; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF

SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP "AMA AR COA 126"; THENCE LEAVING SAID NORTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°19'24"W A DISTANCE OF 2443.48 FEET TO THE **POINT OF BEGINNING**, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Cottages at Clear Creek Planned Unit Development

8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, monument sign concept, landscaping, and sample home elevations.

1. Development Strategy – Intent is to develop an approximately 83.4 acre site as a PUD with single-family homes on 327 residential lots and one commercial lot along Highway 412 at the north end. Developer intends to build and sell homes on the lots and/or sell lots. The project includes three general types of residential lots:

a) Front Load Lots: These lots are similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 50' wide by 110'-120' deep. FEMA floodmaps for the project area were revised after the Preliminary Plat was approved. To accommodate the updated flood maps, there is a group of homes at the west end of St. Moritz Road along its south side which will have reduced lot depths of 105' to 110' deep. These lots are all at least 50 feet wide.

b) Rear Load Lots: These houses have rear load garages accessing alleys behind the houses. Houses face a public street or pedestrian courtyard in front of the home. Typical lot size is 50' wide by 105'-115' deep.

c) Collaborative Lots: These are similar to Rear Load Lots with a rear load garage accessing an alley behind the home and a public street in front of the house. However, each Collaborative Lot also has a back yard area on the opposite side of the alley from the house. Typical lot size is 50' wide by 200' deep. Six collaborative lots are included in Phase 2 of the subdivision, located just south of the commercial lot.

The PUD includes also includes a 1.5 acre commercial lot at the north end of the project to provide services to the residents of Cottages at Clear Creek and the surrounding area. The developer intends to reserve this lot for future development. Development of this lot will be subject to City review and approval of project as a non-Large Scale Development and subject to Commercial Design Standards.

2. Permitted Uses in Cottages at Clear Creek PUD: With the exception of the single commercial lot, the entire development will be single family residential in nature. No multi-family residential or industrial uses are proposed or allowed for this development. Commercial uses shall only be allowed on the single Commercial lot.

For all areas except the Commercial lot, specific Use Units allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

For the Commercial Lot, Specific Uses Allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 16 – Offices, Studios, and Related Services
Use Unit 17A, Use Unit 17B – Eating Places
Use Unit 19 – Neighborhood Shopping Goods
Use Unit 20 – Shopping Goods
Use Unit 45 – Health Care Clinic

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 327 single family lots on 84.3 acres = 3.9 units/acre and 11,230 s.f./lot

Green Space – 18.5 Acres / 84.3 Acres = 21.9% (15.0% Minimum Required)

Lot size - Front Load Residential: 50’ Wide x 110’-120’ Deep Typical
(Lots along St. Moritz near updated FEMA flood zone are slightly smaller)
Rear Load Residential: 50’ Wide x 105’-115’ Deep Typical
Collaborative Residential: 50’ Wide x 200’ Deep Typical
Commercial: Approx. 1.5 Acres

B) Building Setbacks

Front Load Residential Building Setbacks:
Front – 25 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 20 Feet

Rear Load Residential Building Setbacks:
- Front – 15 Feet
- Interior Side – 5 Feet
- Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
- Rear – 25 Feet

Collaborative Residential Building Setbacks:
- Front – 15 Feet
- Interior Side – 5 Feet
- Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
- Rear – 25 Feet from Alley ROW

Commercial Building Setbacks:
- All Sides – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

NWA LD, LLC, the Developer of the Cottages at Clear Creek project, proposes a Planned Unit Development (PUD) with 327 residential lots and one commercial lot located on approximately 83.4 acres in east Springdale. The property includes Washington County Parcels 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800, and 815-36190-900, as well as the lots already platted as Phase I of the Cottages at Clear Creek.. The project is situated between East Robinson Avenue (U.S. Highway 412) at the north end and Don Tyson Parkway at the south end. This property is designated for commercial, medium density residential, and low density residential use on the City's Land Use Plan.

The intent of the development is to provide a unique mixture of single family residential lot types with creative green space areas that provide opportunities for recreation while preserving natural features. The project will provide homes within walking distance of C.L. "Charlie" and Willie George Park and Walter Turnbow Elementary. One unique feature of this project is an area of rear load homes in Phases 1 and 2 near Don Tyson Parkway which face a pedestrian courtyard rather than a street.

The project is being proposed as a Planned Unit Development to provide a mix of housing options not widely available in this area and not achievable within the City's standard residential zoning districts due to the shape and size of the of the proposed lots, and the site is constrained by a stream and existing overhead power lines which cross the property. The PUD includes a mix of front load, rear load, and collaborative single family homes on fifty-foot wide lots. Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow houses to be built on fifty foot wide lots in the PUD that are comparable in size and appearance to houses typically found in on significantly wider lots in conventional subdivisions. In addition, reduced front building setbacks allow the homes to be pulled forward toward the street which visually differentiates these areas from other developments and creates a more inviting streetscape. Net residential project density (4.1 units/acre) is comparable to conventional residential developments in Springdale and is not the primary factor for proposing the PUD. Instead, the smaller lot width and setbacks will allow the developer to achieve this same density while also preserving more than 20% of the natural green space and creating a development which stands out in many respects from typical offerings.

As noted above, proposed building setbacks differ from typical single family residential district requirements within the City. For rear load and collaborative lots, the front setback is proposed to be fifteen feet, which will allow sufficient room between the home and street for a sidewalk, intimate front yard, landscaping, and an easement for water or sewer infrastructure as shown on the plat. For front load lots, the front setback is proposed to be twenty-five feet, ensuring sufficient driveway between garage and street to avoid cars blocking the sidewalk.

Proposed side setbacks are five feet wide for all residential lots. This will ensure eaves of adjacent homes are separated by at least ten feet to comply with fire code separation requirements without sprinkling or construction of fire-rated walls/eaves. Where alleys or streets run along the side of a lot, the exterior side setback along the street right-of-way will be ten feet. Rear setbacks are proposed to be twenty feet for front load residential lots. This will ensure all

lots have a useable back yard area and provides room for any necessary utilities. For rear load and collaborative lots, rear setbacks are proposed to be twenty-five feet to provide sufficient driveway between the rear load garage and the alleyway to avoid cars blocking the alley. This also ensures each lot has a substantial amount of green space included at the rear of the lot to avoid creating a dense urban or multi-family feel to the development.

For the commercial lot, building setbacks shall be 20' on all sides.

Typical lot widths for all residential lots is 50'. Front load lots are typically 110' to 120' deep, with the exception of the lots along St. adjacent to the FEMA Floodway. Rear load lots are typically 105' to 115' deep, and the collaborative lots are typically 200 feet deep. The commercial lot is 1.5 acres in size.

Each home is required to have an attached garage with capacity for at least two vehicles. Garages are prohibited from being converted to living space. The covenants provide requirements for any accessory structures to be placed on the lots.

Driveways for all homes shall be at least 18 feet wide to ensure two cars can park side by side on the driveway. This, combined with the two-car attached garage, will provide off-street parking for at least 4 cars at each home without blocking the sidewalk.

Primary use of the development is single family residential with one commercial lot at the north end. There are no duplex, triplex, or multi-family use units allowed in the development. The following specific use units will be allowed in the residential portion of the development:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

For the commercial lot, the following specific use units are allowed:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 16 – Offices, Studios, and Related Services
Use Unit 17A, Use Unit 17B – Eating Places
Use Unit 19 – Neighborhood Shopping Goods
Use Unit 20 – Shopping Goods
Use Unit 45 – Health Care Clinic

Covenants specify exterior building material requirements, all of which will be required to be high quality, upscale materials. The first floor (up to the second floor plate) of each home will be 100% brick, stone, or manufactured stone with no siding. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Vinyl siding shall be allowed for eaves, soffits, accents, or other similar applications.

Developer intends to build and sell the homes or sell lots to individuals or home builders. Plans

and elevations of several sample homes similar in appearance/materials to the types of homes developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer will operate a temporary sales office and up to four model homes at a time in the development. No model home may be operated for more than three years.

The attached covenants include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These include, but are not limited to, specifying the location, materials, and minimum/maximum heights for fences, requiring trash containers will be required to be stored out of sight, and that all yards are to be maintained in an orderly manner.

The residents of the PUD will have access to a wide array of amenities. The development will have sidewalks throughout the subdivision along streets and through the pedestrian courtyards for connectivity within the PUD and connectivity to areas outside the subdivision. These sidewalks will allow pedestrians to access the neighborhood green space and the playground within the subdivision and also access C.L. “Charlie” and Willie George Park and Walter Turnbow Elementary School which are both located within easy walking distance of the subdivision.

The subdivision will include two pedestrian courtyards. These are neighborhood green space areas located in front of a group of rear load houses. These courtyards are substituted for the streets which would be typically be built in this location and provide a completely unique look and feel for these homes not available elsewhere in Springdale.

More than 20% of the development is reserved as neighborhood green space, 30% more than required by district regulations. Much of this green space is located across the middle of the subdivision where it is easily accessible to all residents.

Developer will install several types of Low Impact Development features within the common open space areas. These may include bioretention basins, raingardens, native plantings, and pervious pedestrian paths. These practices will help to improve infiltration, create natural amenities, improve water quality, and convey stormwater in an appealing way through neighborhood open space. These LID practices will be implemented in open space where residents can engage with them and where they can improve the overall appearance of the neighborhood.

Developer will install a playground with seating areas in the large green space area located at the northeast corner of the subdivision. The play structure and seating will be located in Phase 4, but will be installed as part of Phase 3. An image of a play structure similar in size and type to the proposed equipment for Cottages at Clear Creek is attached.

Home builder will install one tree per lot during house construction. Installation of the tree is a requirement prior to issuance of Certificate of Occupancy. Developer will install trees and landscaping in common areas and in curb islands where on-street parking is provided as shown on landscape plans. Builder or developer shall provide a standard one year warranty for each tree. All trees installed by developer and/or home builder shall be one of the following species:

- Alle Elm (Ulmus americana)
- Northern Red Oak (Quercus rubra)
- Shumard Oak (Quercus shumardii)
- Littleleaf Linden (Tilia cordata)
- Chinese Pistache (Pistachia chinensis)

The primary streets along the front of the houses are proposed to be constructed within at a minimum with 46 foot wide rights-of-way and will be 24 feet wide measured from back of curb to back of curb. Several interior streets have larger, 50.5' wide rights-of-way to accommodate on-street parking. Rear alleys will generally be 16 feet wide with no curb and gutter within 16 foot wide rights-of-way. Rear alleys for homes that face pedestrian courtyards will be larger, measuring 20 feet wide with no curb and gutter within 20 foot wide rights-of-way.

Developer will dedicate fifty feet of right-of-way along the south edge of the subdivision for Don Tyson Parkway and construct street improvements for the north half of Don Tyson Parkway.

No additional right-of-way dedication or street improvements for Highway 412 are proposed or necessary.

Phase I is located at the south end of the subdivision and includes two access points off of Don Tyson Parkway. Phase 2 includes the north end of the subdivision, and one access point off of East Robinson Avenue (U.S. Highway 412). Once Phase 2 is constructed, the streets in the subdivision will connect East Robinson Avenue with Don Tyson Parkway.

The frontage streets will include sidewalks along both sides of the road, to be constructed by the home builder during construction of the home. Developer will construct the sidewalk along the portions of these roads though green space areas and through pedestrian courtyards. Rear alleys will not have sidewalks.

No parking will be allowed along the alleys at any time. Overnight parking is prohibited on all streets within the development, with the exception of designated parking areas and for special events or holidays. All streets, including alleys, are proposed to be dedicated to the City as public streets within dedicated rights-of-way.

Two monument signs are proposed for the subdivision. One sign is already installed at the northwest corner of Don Tyson Parkway and Telluride Street. The other will be located along the entrance street near the south end of the commercial lot. Signs will be constructed of stone or brick. An image of a sign of similar size and type to the proposed signs is attached.

The gross acreage is 83.4 acres, including 1.5 acres of right-of-way to be dedicated for Don Tyson Parkway (a portion of the Don Tyson Parkway right-of-way has already been dedicated via the recorded plat for Phase I). Gross residential density is 3.9 lots / acre (327 lots / 83.4 acres). Net project acreage, less the 1.5 acres of right-of-way, is 81.9 acres. Net residential acreage, less the 1.5 acres commercial lot, is 80.4 acres. Residential density for the project is calculated using the net residential acreage is 4.1 lots per acre (327 lots / 80.4 acres).

Project includes common 18.5 acres of neighborhood green space, which is 21.9% of the gross acreage and 23.0% of net acreage. With 327 proposed homes, 2,464 square feet of neighborhood green space is provided per residential unit.

Construction of Phase I of the project has been completed, the final plat has been filed, and homes have been completed and sold for most of its residential lots. Construction of Phase II infrastructure is substantially complete, and the final plat has been submitted for City approval. Developer intends to construct an additional phase each year until all remaining phases are complete. Based on demand, the two remaining phases may be constructed concurrently.

The property is already within a PUD zoning district approved in 2020. This document includes revisions to the previously approved PUD development plan, and, if approved, it will replace the previously approved development plan in its entirety.

The proposed development is compatible with existing and future land uses in this area. Current land uses of adjacent properties are institutional (Friendship Baptist Church east of commercial lot), low density residential/agricultural (north, east, and west sides of project), medium/high density single family residential and duplexes (Habberton Ridge PUD across Don Tyson Parkway south of project), and utility/industrial (power substation near northeast corner). Future development of frontage properties along Highway 412 is likely to be commercial or institutional, which are both compatible with the proposed commercial lot at the north end of the PUD. Any future development of the properties along the east, west, and south sides of the project are likely to be residential in nature, and compatible with the proposed residential subdivision as well. We believe the proposed project is well-suited for this location and will be harmonious with existing and future land uses in the area.

It is not anticipated the development will strain public services or infrastructure in the area. The nearby C.L. “Charlie” and Willie George Park is within walking distance and provides a wide range of outdoor recreation opportunities. There are many schools located near the project, many of which have been constructed recently. Nearby schools include:

- Walter Turnbow Elementary – 0.3 Miles
- Don Tyson School of Innovation – 1.0 Miles
- Lakeside Junior High School – 1.2 Miles
- Sonora Middle School – 1.5 miles
- Sonora Elementary School – 1.7 Miles
- Harp Elementary School – 1.9 Miles

The project has street access to East Robinson Avenue (US Highway 412) and Don Tyson Parkway, both of which are major east/west arteries through Springdale with multiple driving lanes in each direction.
Water and sewer infrastructure is already present in this area. Springdale Water Utilities has twelve inch water mains along the south side of Highway 412 and along the south side of Don Tyson Parkway. Off-site sewer improvements required to serve the development have been completed as part of Phase I infrastructure construction.

Type: REAL ESTATE
Kind: PROTECTIVE CO
Recorded: 8/31/2023 9:
Fee Amt: $95.00 Page
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2023-00022823

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGES AT CLEAR CREEK – PHASE I A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That NWA LD, LLC ("Declarant/Developer"), an Arkansas limited liability company, being the owner and developer of the following-described property located in the City of Springdale, Washington County, Arkansas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Property")

said Property having been duly platted as Lots # 1-83, Cottages at Clear Creek – Phase I, an addition to the City of Springdale, Washington County, Arkansas, a copy of said Plat being attached hereto as Exhibit "B", and hereinafter referred to as "Cottages at Clear Creek" ("the Subdivision"), this Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Covenants") being for the benefit of Declarant and each successive owner of any Lot within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Property contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, and charges contained in this Declaration and, further, hereby creates the Cottages at Clear Creek Property Owners Association ("Association") to which will be delegated and assigned the power and obligation of maintaining the Property and Common Property and other Association business in accordance with the terms of this Declaration.

And the Declarant, as owner and developer of the Property and Subdivision, does hereby state that these Covenants shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots within the Subdivision, and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

1. Definitions.

The following words, when used in these Covenants or any amendments or supplements hereto shall have the meanings set forth below:

"**Addition**" or "**Subdivision**" shall mean and refer to the Property described above.

"**Association**" shall mean and refer to "Cottages at Clear Creek Property Owners Association" established contemporaneously with the filing of this Declaration.

"**Board**" or "**Board of Directors**" shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the ByLaws of the Association.

"**Builder**" shall mean a residential builder licensed under Arkansas law.

"**Common Property/Properties**" shall mean and refer to the areas of mutual enjoyment and benefit within the Subdivision as identified on the Plat and to any and all other areas which service the Subdivision and Property or which is intended for or devoted to the common use, service and enjoyment of the Members of the Association, including but not limited to all easements, perimeter fencing, entry-ways, monuments, and drainage retention/detention ponds. Upon conveyance, the Association shall hold such title to the Common Property as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties or receive the benefits therefrom. The Declarant reserves the right to affect minor redesigns or reconfigurations of the Common Property and execute any open space declarations applicable to the Common Property.

"**Declarant**" and "**Developer**" shall mean and refer to NWA LD, LLC, an Arkansas limited liability company, and its successors and assigns.

"**Lot**" or "**Lots**" shall mean and refer to any plot or tract of land which is properly identified or designated as a lot on the Plat, but also may include lots within additional property upon and after the date which they are properly annexed or added to the Subdivision (as the context may require).

"**Member**" or "**Members**" shall mean and refer to each owner of a Lot.

"**Owner(s)**" shall mean the owner of a Lot and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any Lot subject to these Covenants.

"**Plat**" shall refer to the plat of Cottages at Clear Creek – Phase I, filed of record in Washington County, on August 29, 2023, File 024A-00000507, and as attached as Exhibit "B".

2. Membership and Voting Rights in the Association; Additions.

(a) Membership. Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

(b) Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner. Notwithstanding, the Declarant shall have four (4) votes per Lot owned by the Declarant on all matters until Declarant has conveyed 99% of the Lots to other Owners (at which time the Declarant shall have one (1) vote per Lot still owned).

(c) Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the

Bylaws to the contrary, the Declarant shall be entitled to appoint all of the initial Members of the Board of Directors of the Association. This right shall continue until the sooner of when (1) the Declarant formally turns over control to the Association, which may be accomplished by the Declarant appointing replacement Directors consisting of Lot Owners other than Declarant or (2) the Declarant (or an affiliated successor thereof) no longer has any ownership interest in any Lots.

(d) Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association as the same may be amended from time to time. Subject to the provisions of Section (b) above and any other provision to the contrary set out in these Covenants or the Bylaws, any action by or on behalf of the Association, except for actions allowed to be taken by the Board of Directors alone, may be taken with the assent given in writing and signed by Members who collectively hold or control a majority of the outstanding votes of the Association.

(e) Additions to the Property/Subdivision. Additional tracts of land together with the improvements situated thereon may become subject to this Declaration and Covenants and added to the Subdivision if properly approved by procedures set forth in these Covenants or the Bylaws of the Association, or by the annexation of additional property which can be accomplished by Declarant (or an affiliated corporate owner) at any time without the joinder of any other party by recording a Supplemental Declaration hereto or by noting such annexation on a separate instrument/declaration for the additional lands to be annexed hereto. Upon doing so, any additional property subjected to this Declaration and added to the Subdivision shall be included in and deemed a part of the Association, subject to all rights, privileges, and obligations associated therewith pursuant to the terms hereof and the Bylaws

3. Assessments.

(a) Liens. Each Owner, except Declarant (and its affiliates), of any Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

(i) A one-time Initial Assessment upon receiving a deed for a Lot to supplement Regular Assessments for maintenance, taxes and insurance on Common Properties and other Association expenses.

(ii) Annual assessments or charges for maintenance, taxes and insurance on Common Properties as herein set forth and as established by the Association;

(iii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;

(iv) Special individual assessments which might be levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear;

(v) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a continuing lien against the Lot owned by the party failing to make the payment as due. Assessments shall be made pursuant to the Bylaws of the Association.

(b) Purpose. The assessments levied by the Board on behalf of the Association shall be used to enhance the natural environment, appearance and beauty of the Subdivision, promote the health, recreation, safety, and general welfare of the residents, and maintenance, repair and improvement the Common Properties.

(c) Deposit of Assessments. All sums from Assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Covenants and the Bylaws of the Association.

(d) Initial Assessment. Upon the conveyance and/or closing of any Lot (and for all closings or conveyances of the same Lot thereafter), the new Owner shall pay a one-time Initial Assessment in the amount of $0.00 (no proration). This Initial Assessment shall be collected at closing by the closing company/agent or shall be paid by the new Owner upon conveyance and/or closing, without additional notice required from the Association. The Board may waive or suspend this requirement but such a decision shall not affect the applicability and validity of future Initial Assessments.

(e) Annual Assessments. The initial annual assessment per Lot shall be $325.00. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. The Board shall give notice to all Members at least thirty (30) days in advance of the date all regular or special assessments are due. All regular assessments shall be collected in advance and shall be due on or before January 1 for the year it is due or whatever other date as amended by the Board. The Board of Directors may not increase the annual assessments by more than twenty-five percent (25%) over the previous year's assessment without the approval of a majority of the Lot Owners to raise their assessments.

(f) Special Assessments. In addition to the regular assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvements, common properties/areas, or easements within the Subdivision. The decision to make the special assessment and the amount of the special assessment shall be made in accordance with the Bylaws of the Association, subject to the terms of this Declaration.

(g) Special Individual Assessments. In addition to the Individual Assessments authorized below, the Board may levy in any year a Special Individual Assessment for the purpose of reimbursing the Association for any extra costs for maintenance and repairs caused by the willful or negligent acts of an individual Owner, his family, guests or invitees. As used herein, the term "Special Individual Assessment" shall mean those assessments made to any individual Owner pursuant to this Section.

(h) Individual Assessments. The Board may, in its sole discretion, at any time and from time to time levy and assess as individual assessments (collectively, the "Individual Assessments") against any Lot: (i) fines against an Owner and such Owner's Lot for the violation of rules and regulations pertaining to the Association and/or Common Areas, (b) any costs or expenses, including, without limitation, collection costs, professional engineering and architectural fees and expenses, attorneys' fees and expenses, court costs and any administrative costs and expenses incurred by or on behalf of the Committee or the Association as a result of the failure of any Owner, occupant or their respective family members, agents, guests, servants, employees, invitees and contractors, to at all times observe and perform their respective duties and obligations under this Declaration, (c) any fees, charges and other costs incident to the use of any of the Common Areas for which a charge for the use thereof has been established by the Board, and (d) any costs, charges or other amounts payable by any Owner for any special services which the Association and such Owner may have contracted for which have been or will be provided to such Owner by the Association. The Individual Assessments provided for in this Section shall be levied by the Board and the amount and due date of such Individual Assessment shall be specified by the Board in a notice to such Owner, which due date shall be no earlier than 30 days from the date of such notice or billing invoice for such Individual Assessment.

(i) Effect of Nonpayment. If any assessment or fine or any part thereof is not paid on the dates when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot or House.

(j) Collection. No set-off shall be allowed to any Lot Owner for repairs or improvements made by or on behalf of any Lot Owner, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom. The lien of the assessments shall be subordinate to the lien of any bona fide first mortgage upon a Lot.

4. Duties and Powers of Association.

The affairs of the Association shall be conducted by its Board. In addition to the duties and powers of the Association as set forth in the Bylaws, or as set forth herein, and in order to carry out the obligations of the Association, the Board shall have the following rights and powers and may provide for and pay for, out of assessments, the means to exercise the following rights and powers:

(a) Maintain and otherwise manage all the Common Properties and all improvements and landscaping on the Common Properties and at the entrances to the

Subdivision, including provision for taxes, insurance and utilities which pertain to Common Properties.

(b) Hire legal and accounting services to serve the Association.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.

(d) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including, but not limited to, a yard maintenance service. The manager under contract may be affiliated with the Developer.

(e) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.

(f) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.

(g) To execute all declarations of ownership for tax assessment purposes as necessary.

(h) To make reasonable rules and regulations for the operation of the Common Properties and to amend these Covenants from time to time.

(i) To request and accept funds from the Developer/Declarant, or an affiliated Builder, to support and subsidize Association matters and expenses, when necessary, and to reimburse Developer/Declarant, or the affiliated Builder, for such funds upon receipt of written invoice/request.

5. Limitation on Liability.

The Association shall be entitled to all protections afforded under the Revised Uniform Unincorporated Nonprofit Association Act, Ark. Code Ann. § 4-28-601, et al. Neither any Member nor Owner, nor the Directors and Officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or otherwise. Neither the Declarant, the Association, its Directors, Officers, Agents or Employees shall be liable for any incidental or consequential damages, for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

6. Property Rights in the Common Properties.

(a) Members' Rights. Every Member and their family members has the non-exclusive right to benefit from, use and enjoy the Common Properties subject to all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Property offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person (except for the Declarant and its affiliates) the right to make alterations, additions or improvements to the Common Property.

(b) Title to the Common Properties. The Declarant may convey title to the Common Properties to the Association, or in the case where easements constitute part of the Common Properties, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, the rights, obligations and liabilities with respect to any such Common Properties shall belong solely to the Association.

(c) Extent of Members' Rights in Common Property. The rights and easements created hereby shall be subject to the following:

(i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.

(ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.

(iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.

(iv) The right of the Association as may be provided by its Bylaws and the provisions of this Declaration to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.

(v) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipality, county, or public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

7. Maintenance of Common Property.

(a) Association's Responsibility.

(i) The Association shall maintain and keep in good repair, service, condition and function the Common Properties owned by the Association, including the entrances. The Association shall also maintain any owned perimeter and/or screen fencing that may surround the borders of the Subdivision or divide parts of the Subdivision from properties (commercial or otherwise) outside of the Subdivision. The maintenance of the Common Properties shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Property and the facilities related thereto.

(ii) The cost to the Association of maintaining the Common Property shall be assessed equally among the Members as part of the assessments pursuant to the provisions of these Covenants, except as otherwise stated herein.

(iii) In the event a Member or Owner (except for Declarant or its affiliates) fails to follow or otherwise violates the covenants, conditions, and/or restrictions contained in this Declaration after the Declarant turns over control of the Board, the applicable City or County within which the Subdivision is located may exercise all rights of the Association contained in this Declaration, including, but not limited to, the right to impose Special Assessments and impose liens against individual Members/Owners (except for Declarant or its affiliates), subject to applicable City or County regulations.

8. Easements.

Other than for primary service of the Subdivision and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Board. Each Owner shall be responsible for the protection of underground utilities located on his or her Lot and shall prevent and be precluded from any alteration of grade or construction activity which may interfere with said utilities.

9. Use and Division of Lots.

No Lot may be divided, subdivided, or otherwise split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows

(a) Residential Lots. All Lots within the Subdivision shall be used, known and described as Residential Lots. Only one single family residential dwelling shall be permitted on each Lot. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by City regulations. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any Lot. This Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry (including oil/gas production), business, trade or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

(b) Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

(c) Submission of Plans. In order to maintain a beautiful and pleasing setting in the Subdivision, two (2) sets of building and site improvement plans and specifications must be submitted to the Architectural Control Committee ("Committee") for its approval prior to the

commencement of construction (this requirement shall not be applicable to the Declarant or any affiliates thereof). The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, and in consideration thereof shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping, etc. The Committee may adopt rules or bylaws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission, and if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

(d) Minimum Square Footage. The minimum heated and cooled square footage for any single family home construction on the Lot within the Subdivision shall be determined by the Committee.

(e) Architectural Requirements.

(i) Each dwelling shall front a dedicated public street.

(ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.

(iii) All residences shall have roof shingles that are grey or black in color, preferably Weatherwood. Deviation from this color requires approval from the ARC

(iv) The exterior finish materials on all lots shall be 100% masonry material up to the 2nd floor plate.

(f) Additions to Existing Structures. All additions to the Property shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable City codes, rules and regulations. Any additions contemplated by the home owner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to an existing structure.

(g) Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the City.

(h) Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of two (2) automobiles (provided, however, that this requirement shall not apply to residences

constructed by Declarant or its affiliates). No carports are allowed on the side, rear or front yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any home owner or lot owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to any existing structure.

(i) Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time.

(j) Fences. No fence shall be constructed on any Lot in the area between the front building line of any dwelling and the front lot line of any Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street, except for the community entry. Further, the placement/location of any perimeter fencing around the Subdivision as initially installed by the Declarant and/or original developer may not be adjusted, relocated or moved without the prior consent of the Committee and/or the Board. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot, provided, however, that this requirement shall not apply to portions of fences constructed on interior (non-street facing), common Lot lines shared by Owners/Members. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted. Prior to installation, the fence design and name of the installer must be approved by the Committee.

(k) Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

(l) Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant.

(m) Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one (1) day. Except on special occasions such as holidays or events at an Owner's residence, all parking shall be in driveways or garages and shall not be on any yard. No parking of vehicles shall interfere with any construction activities of the Declarant or a Homebuilder during development of the Subdivision or construction of residences therein. Any violation of this section may result in a towing of the vehicle at the owner's expense per municipal regulations. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot.

(n) Appearance of Lot. All Owners shall be required to keep their Lot (including improvements and sidewalks thereon) in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on Lots shall be kept mowed to a height of not more than six (6) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained.

Upon failure of the Owner to maintain or landscape the grounds of any Lot in accordance with the provisions above, the Association may, upon 15 day's written notice to the Owner, cause the grass, weeds and vegetation to be cut. The cost of any maintenance required under this section and any enforcement costs shall be assessed to the Owner, and shall constitute a lien upon the Lot, and may be collected in accordance with the terms of this Declaration.

(o) Recreational Vehicles and Accessories. No boats, trailers, recreational vehicles, and vehicles used for recreational purposes are allowed in the subdivision unless they are stored in a private garage.

(p) Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time. The Declarant shall be allowed to store materials on a Lot in an orderly fashion as long as may be reasonably necessary.

(q) Garbage/Dumping/Pets. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times. Owners shall keep animals and pets on a leash at all times that the animal and/or pet is outside of the Owners home or fenced in Lot (including while on any other Lot or the Common Areas). Owners shall immediately pick up and dispose of any animal or pet waste that occurs on a Lot or the Common Areas.

(r) Model Home and Construction Facilities. Model homes for the purposes of home sales are permitted by the Declarant. The garage of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Declarant and used as a construction office until the Subdivision reaches one-hundred percent (100%) occupancy.

10. Nuisances.

No noxious or offensive activity shall be carried on in, upon, or around any residence or Lot or in or upon any Common Property or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Owners or their tenants or licensees or any of them, which shall in any way interfere with the quiet enjoyment of such of the Owners, tenants, or licensees of his respective residence of Lot or which shall in any way increase the rate of insurance for the Property.

11. Regulations.

Reasonable regulations concerning the use of the Property, including Common Property and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association.

12. Enforcement of Obligations; Miscellaneous.

(a) Each Owner shall be governed by and shall comply with the terms of these Covenants and the Bylaws of the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other Owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs, including reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove named documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

(b) Fines. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, tenants, agents, or contractors violate a provision of the Documents. Fines may be levied for each violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owners obligations under the Documents.

(c) Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Declarant during such period that the Declarant (or an affiliated successor thereof) is the record owner of at least one (1) Lot, or alternatively these Covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the Owners of sixty percent (60%) of the Lots. In the event of any conflict between an amendment or termination properly executed by the Declarant (during its ownership of at least one (1) Lot) and any amendment or termination properly executed by the Owners of sixty percent (60%) of the Lots, the instrument executed by the Declarant shall prevail during the time of the Declarant's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating these Covenants shall be effective from and after the date it is properly recorded (provided, however, that the Owners may not terminate these Covenants during the time that Declarant owns at least one (1) Lot).

(d) Notice. Any notice required to be given to any Member or Owner shall deemed to have been properly delivered when deposited in the United States mail, postage pre-paid, addressed to the last-known address of the person who appears as the Member or Owner on the records of the county at the time of such mailing.

(e) Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Declarant. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

(f) These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

(g) If any provision of this Declaration or any section, clause, phrase, work or application thereof in any circumstance is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby.

(signature page to follow)

IN WITNESS WHEREOF, NWA LD, LLC, an Arkansas limited liability company, has authority to cause these presents to be duly executed by the undersigned on this 31 day of August, 2023.

NWA LD, LLC

By _____

Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On the 31 day of August, 2023, before me, the undersigned officer, personally appeared Stephen Lieux, known to me (or satisfactorily proven) to be the Manager of NWA LD, LLC, and whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal this 31 day of August, 2023.

Mindy Espindola
Notary Public
Filing No. _____

My Commission Expires:

7/3/26
(Seal)

MINDY ESPINDOLA NOTARY PUBLIC ARKANSAS BENTON COUNTY 12696053 EXPIRES 7-3-2026

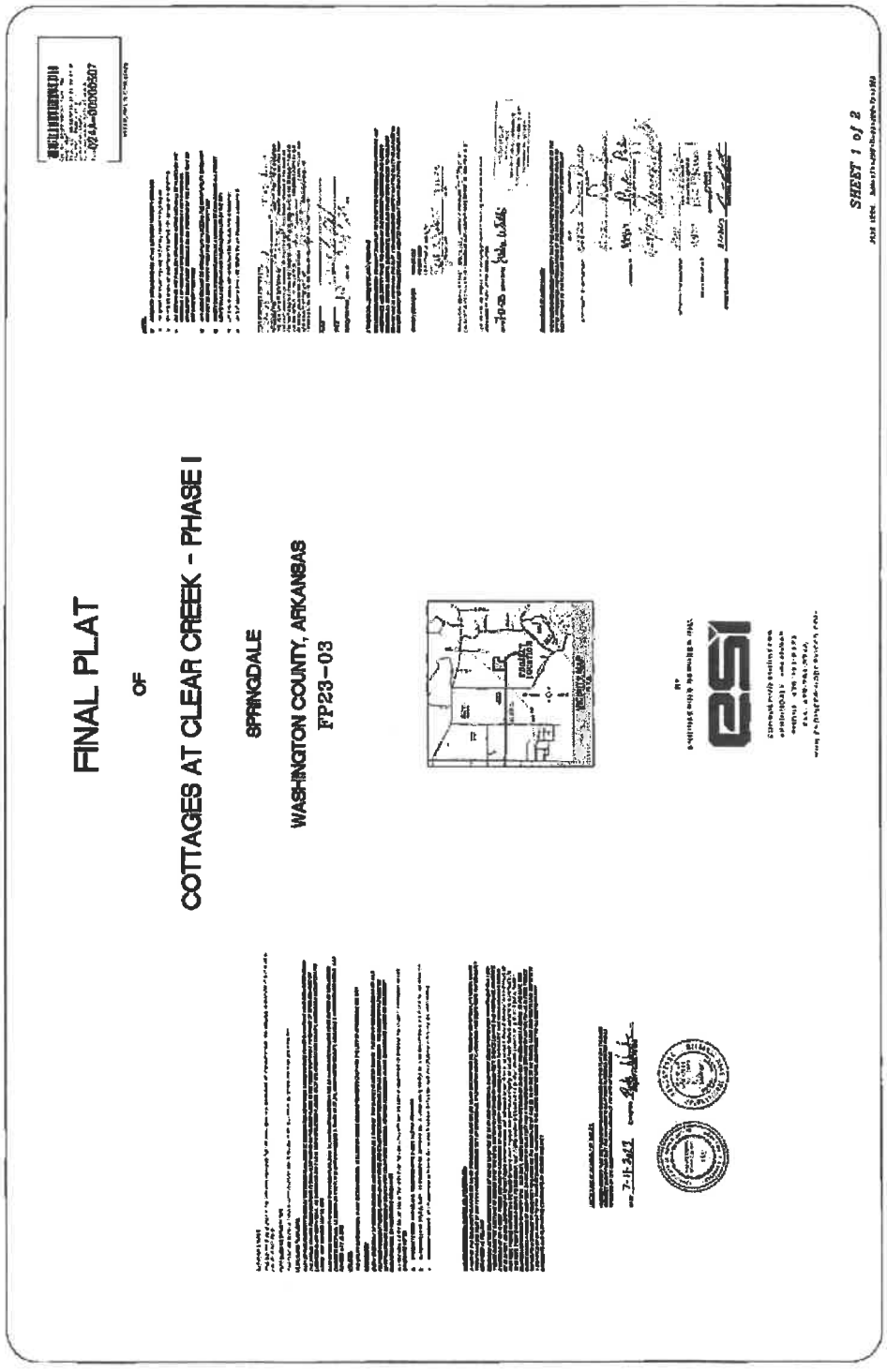
EXHIBIT A
Property Description

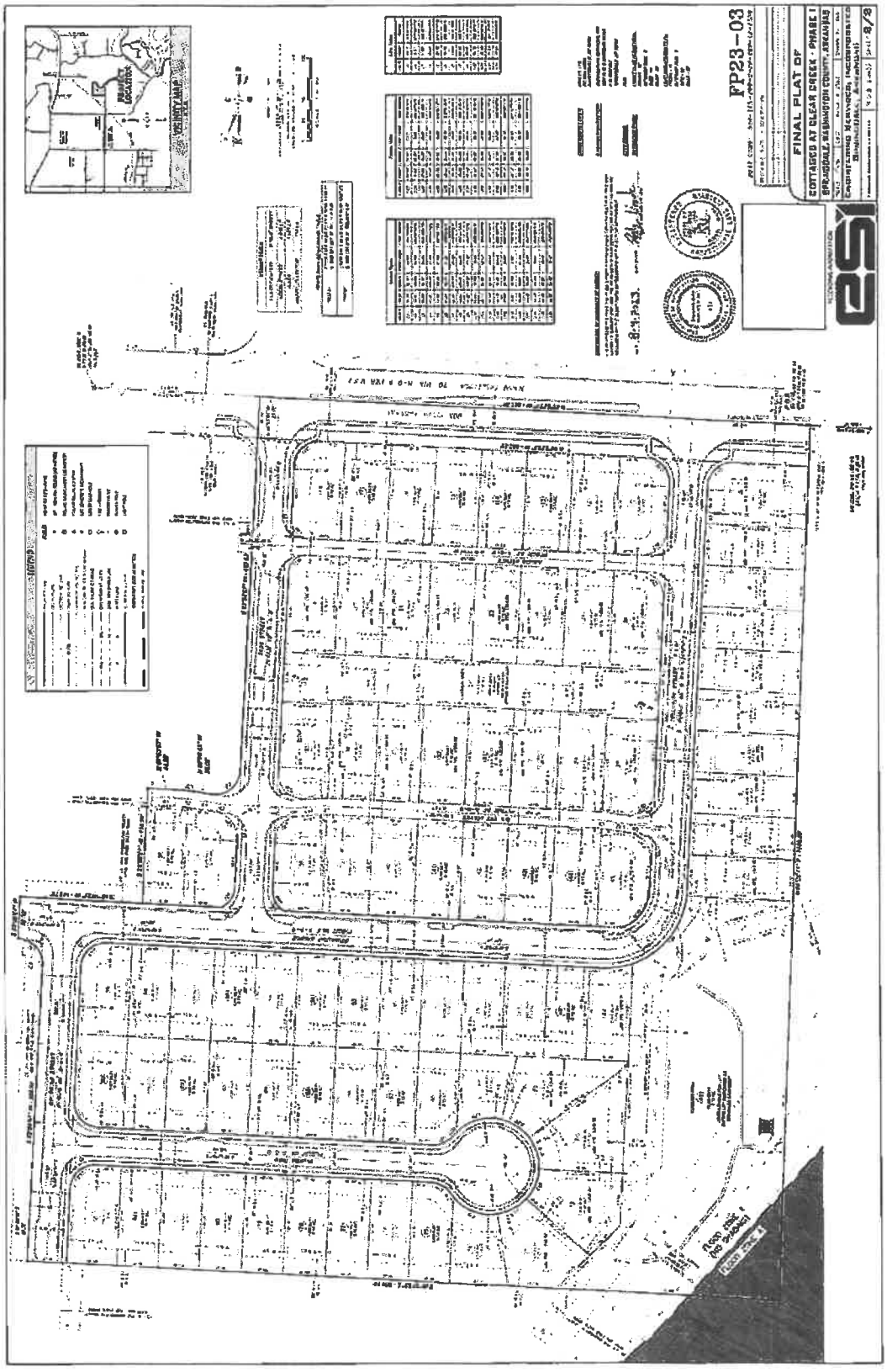
SURVEY DESCRIPTION (PARCEL NO. 815-36190-300):

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

***BEGINNING** AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 9, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, N02°20'41"E A DISTANCE OF 1058.09 FEET; THENCE LEAVING SAID WEST LINE, S86°53'53"E A DISTANCE OF 901.11 FEET; THENCE S03°06'07"W A DISTANCE OF 358.00 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.12 FEET AND A CHORD BEARING AND DISTANCE OF S41°53'53"E - 42.43 FEET; THENCE S03°06'07"W A DISTANCE OF 50.50 FEET; THENCE N86°53'53"W A DISTANCE OF 145.76 FEET; THENCE S03°06'07"W A DISTANCE OF 138.00 FEET; THENCE N86°53'53"W A DISTANCE OF 44.39 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 12.32 FEET AND A CHORD BEARING AND DISTANCE OF N83°41'19"W - 12.32 FEET; THENCE N80°28'45"W A DISTANCE OF 20.08 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 50.48 FEET AND A CHORD BEARING AND DISTANCE OF S51°18'41"W - 44.74 FEET; THENCE S03°06'07"W A DISTANCE OF 452.62 FEET TO A POINT ON THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE ALONG SAID SOUTH LINE, N86°53'53"W A DISTANCE OF 861.39 FEET TO THE **POINT OF BEGINNING**, CONTAINING 18.86 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.*

EXHIBIT B
Plat





Washington County, AR
I certify this instrument was
filed on
8/31/2023 9:54:37 AM
and recorded in REAL
ESTATE

Development Plan for
COTTAGES AT CLEAR CREEK
Planned Unit Development
October 6, 2020

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.

2. Ownership: The property is owned by Homestead AB, LLC, which is the Applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials. The project developer is Graystone Investments, LLC.

3. Project size: The property includes approximately 83.4 acres, well in excess of the ten acre minimum required by city code.

4. Staging: The 83.4 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

Project includes four phases. Initial construction is anticipated to include Phase I only, but may include a combination of Phase I and one or more additional phases.

Phase I construction will include the pedestrian courtyard amenity. Phase II construction will include the playground with seating areas. Each phase includes neighborhood green space.

Developer intends to begin construction as quickly as is practical once construction plans are approved by all appropriate regulatory entities. Anticipated timeframe is completion of Phase I construction within eighteen months of City Council PUD approval, with completion of an additional phase each following year until all phases are complete.

APPLICATION REVIEW PROCEDURES

1. Three Phases:

a. A preapplication conference with planning and community development staff. – An initial pre-application conference with planning department was held on July 22. A second pre-application conference was held on August 12.

b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.

c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.

d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.

5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.

6. Size: Approximately 83.4 acre tract – legal description as follows:

SURVEY DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N86°53'53"W A DISTANCE OF 1309.56 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°20'41"E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP "AMA AR COA 126"; THENCE LEAVING SAID NORTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°19'24"W A DISTANCE OF 2443.48 FEET TO THE **POINT OF BEGINNING**, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Cottages at Clear Creek Planned Unit Development

8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, monument sign concept, landscaping, and sample home elevations.

1. Development Strategy – Intent is to develop an approximately 83.4 acre site as a PUD with single-family homes on 332 residential lots and one commercial lot along Highway 412 at the north end. Developer intends to build and sell homes on the lots and/or sell lots. The project includes three general types of residential lots:

a) Front Load Lots: These lots are similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 50’ wide by 115’-120’ deep.

b) Rear Load Lots: These houses have rear load garages accessing alleys behind the houses. Houses face a public street or pedestrian courtyard in front of the home. Typical lot size is 50’ wide by 110’-115’ deep.

c) Collaborative Lots: These are similar to Rear Load Lots with a rear load garage accessing an alley behind the home and a public street in front of the house. However, each Collaborative Lot also has a back yard area on the opposite side of the alley from the house. Typical lot size is 50’ wide by 200’ deep.

The PUD includes also includes a 1.5 acre commercial lot at the north end of the project to provide services to the residents of Cottages at Clear Creek and the surrounding area. The developer intends to reserve this lot for future development. Development of this lot will be subject to City review and approval of project as a non-Large Scale Development and subject to Commercial Design Standards.

2. Permitted Uses in Cottages at Clear Creek PUD: With the exception of the single commercial lot, the entire development will be single family residential in nature. No multi-family residential or industrial uses are proposed or allowed for this development. Commercial uses shall only be allowed on the single Commercial lot.

For all areas except the Commercial lot, specific Use Units allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

For the Commercial Lot, Specific Uses Allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 16 – Offices, Studios, and Related Services

Use Unit 17A, Use Unit 17B – Eating Places
Use Unit 19 – Neighborhood Shopping Goods
Use Unit 20 – Shopping Goods
Use Unit 45 – Health Care Clinic

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 332 single family lots on 84.3 acres = 4.0 units/acre and 10,730 s.f./lot

Green Space – 17.0 Acres / 84.3 Acres = 20.4% (15.0% Minimum Required)

Lot size - Front Load Residential: 50' Wide x 115'-120' Deep Typical
Rear Load Residential: 50' Wide x 110'-115' Deep Typical
Collaborative Residential: 50' Wide x 200' Deep Typical
Commercial: Approx. 1.5 Acres

B) Building Setbacks

Front Load Residential Building Setbacks:
Front – 25 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 20 Feet

Rear Load Residential Building Setbacks:
Front – 15 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 25 Feet

Collaborative Residential Building Setbacks:
Front – 15 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 25 Feet from Alley ROW

Commercial Building Setbacks:
All Sides – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

Graystone Investments, LLC, the Developer of the Cottages at Clear Creek project, proposes a Planned Unit Development (PUD) with 332 residential lots and one commercial lot located on approximately 83.4 acres in east Springdale. The subject property includes Washington County Parcels 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800, and 815-36190-900. The project is situated between East Robinson Avenue (U.S. Highway 412) at the north end and Don Tyson Parkway at the south end. This property is designated for commercial, medium density residential, and low density residential use on the City's Land Use Plan.

The intent of the development is to provide a unique mixture of single family residential lot types with creative green space areas that provide opportunities for recreation while preserving natural features. The project will provide homes within walking distance of C.L. "Charlie" and Willie George Park and Walter Turnbow Elementary. One unique feature of this project is an area of rear load homes in Phase 1 near Don Tyson Parkway which face a pedestrian courtyard rather than a street.

The project is being proposed as a Planned Unit Development to provide a mix of housing options not widely available in this area and not achievable within the City's standard residential zoning districts due to the shape and size of the of the proposed lots, and the site is constrained by a stream and existing overhead power lines which cross the property. The PUD includes a mix of front load, rear load, and collaborative single family homes on fifty-foot wide lots. Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow houses to be built on fifty foot wide lots in the PUD that are comparable in size and appearance to houses typically found in on significantly wider lots in conventional subdivisions. In addition, reduced front building setbacks allow the homes to be pulled forward toward the street which visually differentiates these areas from other developments and creates a more inviting streetscape. Net residential project density (4.0 units/acre) is comparable to conventional residential developments in Springdale and is not the primary factor for proposing the PUD. Instead, the smaller lot width and setbacks will allow the developer to achieve this same density while also preserving more than 20% of the natural green space and creating a development which stands out in many respects from typical offerings.

As noted above, proposed building setbacks differ from typical single family residential district requirements within the City. For rear load and collaborative lots, the front setback is proposed to be fifteen feet, which will allow sufficient room between the home and street for a sidewalk, intimate front yard, landscaping, and an easement for water or sewer infrastructure as shown on the plat. For front load lots, the front setback is proposed to be twenty-five feet, ensuring sufficient driveway between garage and street to avoid cars blocking the sidewalk.

Proposed side setbacks are five feet wide for all residential lots. This will ensure eaves of adjacent homes are separated by at least ten feet to comply with fire code separation requirements without sprinkling or construction of fire-rated walls/eaves. Where alleys or streets run along the side of a lot, the exterior side setback along the street right-of-way will be ten feet. Rear setbacks are proposed to be twenty feet for front load residential lots. This will ensure all

lots have a useable back yard area and provides room for any necessary utilities. For rear load and collaborative lots, rear setbacks are proposed to be twenty-five feet to provide sufficient driveway between the rear load garage and the alleyway to avoid cars blocking the alley. This also ensures each lot has a substantial amount of green space included at the rear of the lot to avoid creating a dense urban or multi-family feel to the development.

For the commercial lot, building setbacks shall be 20' on all sides.

Typical lot widths for all residential lots is 50'. Front load lots are typically 115' to 120' deep, rear load lots are typically 110' to 115' deep, and the collaborative lots are typically 200 feet deep. The commercial lot is 1.5 acres in size.

Each home is required to have an attached garage with capacity for at least two vehicles. Garages are prohibited from being converted to living space. The covenants provide requirements for any accessory structures to be placed on the lots.

Driveways for all homes shall be at least 18 feet wide to ensure two cars can park side by side on the driveway. This, combined with the two-car attached garage, will provide off-street parking for at least 4 cars at each home without blocking the sidewalk.

Primary use of the development is single family residential with one commercial lot at the north end. There are no duplex, triplex, or multi-family use units allowed in the development. The following specific use units will be allowed in the residential portion of the development:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

For the commercial lot, the following specific use units are allowed:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 16 – Offices, Studios, and Related Services
Use Unit 17A, Use Unit 17B – Eating Places
Use Unit 19 – Neighborhood Shopping Goods
Use Unit 20 – Shopping Goods
Use Unit 45 – Health Care Clinic

Covenants specify exterior building material requirements, all of which will be required to be high quality, upscale materials. The first floor (up to the second floor plate) of each home will be 100% brick, stone, or manufactured stone with no siding. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Vinyl siding shall be allowed for eaves, soffits, accents, or other similar applications.

Developer intends to build and sell the homes or sell lots to individuals or home builders. Plans and elevations of several sample homes similar in appearance/materials to the types of homes

developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer will operate a temporary sales office and up to four model homes at a time in the development. No model home may be operated for more than three years.

The attached covenants include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These include, but are not limited to, specifying the location, materials, and minimum/maximum heights for fences, requiring trash containers will be required to be stored out of sight, and that all yards are to be maintained in an orderly manner.

The residents of the PUD will have access to a wide array of amenities. The development will have sidewalks throughout the subdivision along streets and through the pedestrian courtyards for connectivity within the PUD and connectivity to areas outside the subdivision. These sidewalks will allow pedestrians to access the neighborhood green space and the playground within the subdivision and also access C.L. “Charlie” and Willie George Park and Walter Turnbow Elementary School which are both located within easy walking distance of the subdivision.

The subdivision will include two pedestrian courtyards. These are neighborhood green space areas located in front of a group of rear load houses. These courtyards are substituted for the streets which would be typically be built in this location and provide a completely unique look and feel for these homes not available elsewhere in Springdale.

More than 20% of the development is reserved as neighborhood green space, 30% more than required by district regulations. Much of this green space is located across the middle of the subdivision where it is easily accessible to all residents.

Developer will install several types of Low Impact Development features within the common open space areas. These may include bioretention basins, raingardens, native plantings, and pervious pedestrian paths. These practices will help to improve infiltration, create natural amenities, improve water quality, and convey stormwater in an appealing way through neighborhood open space. These LID practices will be implemented in open space where residents can engage with them and where they can improve the overall appearance of the neighborhood.

Developer will install a playground with seating areas in the large green space area located at the northeast corner of the subdivision. An image of a play structure similar in size and type to the proposed equipment for Cottages at Clear Creek is attached.

Home builder will install one tree per lot during house construction. Installation of the tree is a requirement prior to issuance of Certificate of Occupancy. Developer will install trees and landscaping in common areas and in curb islands where on-street parking is provided as shown on landscape plans. Builder or developer shall provide a standard one year warranty for each tree. All trees installed by developer and/or home builder shall be one of the following species:

- Alle Elm (Ulmus americana)
- Northern Red Oak (Quercus rubra)
- Shumard Oak (Quercus shumardii)
- Littleleaf Linden (Tilia cordata)
- Chinese Pistache (Pistachia chinensis)

The primary streets along the front of the houses are proposed to be constructed within 46 foot wide rights-of-way and will be 26 feet wide measured from back of curb to back of curb. Rear alleys will generally be 16 feet wide with no curb and gutter within 16 foot wide rights-of-way. Rear alleys for homes that face pedestrian courtyards will be larger, measuring 20 feet wide with no curb and gutter within 20 foot wide rights-of-way.

Developer will dedicate fifty feet of right-of-way along the south edge of the subdivision for Don Tyson Parkway and construct street improvements for the north half of Don Tyson Parkway. Developer will dedicate twenty-five feet along a portion of the east boundary of the property for Eupeil Lane. No street improvements for this road are proposed.

No additional right-of-way dedication or street improvements for Highway 412 are proposed or necessary.

Phase I is located at the south end of the subdivision and includes two access points off of Don Tyson Parkway. Phase 2 includes the north end of the subdivision, and one access point off of East Robinson Avenue (U.S. Highway 412). Once Phase 2 is constructed, the streets in the subdivision will connect East Robinson Avenue with Don Tyson Parkway.

The frontage streets will include sidewalks along both sides of the road, to be constructed by the home builder during construction of the home. Developer will construct the sidewalk along the portions of these roads though green space areas and through pedestrian courtyards. Rear alleys will not have sidewalks.

No parking will be allowed along the alleys at any time. Overnight parking is prohibited on all streets within the development, with the exception of designated parking areas and for special events or holidays. All streets, including alleys, are proposed to be dedicated to the City as public streets within dedicated rights-of-way.

Two monument signs are proposed for the subdivision. One will be located west of the western Don Tyson street access point. The other will be located along the entrance street near the south end of the commercial lot. Signs will be constructed of stone or brick with cedar accents. An image of a sign of similar size and type to the proposed signs is attached.

The gross acreage is 83.4 acres, including 2.2 acres of right-of-way to be dedicated for Don Tyson Parkway and Eupeil Lane. Gross residential density is 4.0 lots / acre (332 lots / 83.4 acres). Net project acreage, less the 2.2 acres of right-of-way, is 81.2 acres. Net residential acreage, less the 1.5 acres commercial lot, is 79.7 acres. Residential density for the project is calculated using the net residential acreage is 4.2 lots per acre (332 lots / 79.7 acres).

Project includes common 17.0 acres of neighborhood green space, which is 20.3% of the gross acreage and 20.9% of net acreage. With 332 proposed homes, 2,230 square feet of neighborhood green space is provided per residential unit.

Developer intends to begin construction as quickly as possible once the PUD and construction plans are approved. It is anticipated that construction of infrastructure in Phase I will be complete within eighteen months of approval of the PUD with infrastructure in an additional phase completed each subsequent year until project is complete. Infrstructure for all four phases is anticipated to be complete within fifty-four months of PUD approval. Phase I will be built first. Based on demand, additional phases can be constructed concurrently with Phase I.

The property is currently within two zoning districts divided approximately by the tributary of Clear Creek that crosses the property. The land north and west of the creek is already within a PUD. No provisions or features of the original/current PUD are included in the current rezoning request. The proposed PUD project is completely separate and unrelated to the existing PUD approved for this property and shall negate and supercede any prior conditions or agreements associated with the existing PUD. The portion of the project south and east of the creek is in the SF-2 (Low/Medium Density Single Family Residential) district.

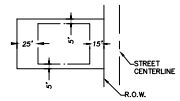
The proposed development is compatible with existing and future land uses in this area. Current land uses of adjacent properties are institutional (Friendship Baptist Church east of commercial lot), low density residential/agricultural (north, east, and west sides of project), medium/high density single family residential and duplexes (Habberton Ridge PUD across Don Tyson Parkway south of project), and utility/industrial (power substation near northeast corner). Future development of frontage properties along Highway 412 is likely to be commercial or institutional, which are both compatible with the proposed commercial lot at the north end of the PUD. Any future development of the properties along the east, west, and south sides of the project are likely to be residential in nature, and compatible with the proposed residential subdivision as well. We believe the proposed project is well-suited for this location and will be harmonious with existing and future land uses in the area.

It is not anticipated the development will strain public services or infrastructure in the area. The nearby C.L. “Charlie” and Willie George Park is within walking distance and provides a wide range of outdoor recreation opportunities. There are many schools located near the project, many of which have been constructed recently. Nearby schools include:

- Walter Turnbow Elementary – 0.3 Miles
- Don Tyson School of Innovation – 1.0 Miles
- Lakeside Junior High School – 1.2 Miles
- Sonora Middle School – 1.5 miles
- Sonora Elementary School – 1.7 Miles
- Harp Elementary School – 1.9 Miles

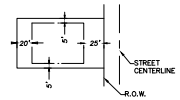
The project will have street access to East Robinson Avenue (US Highway 412) and Don Tyson Parkway, both of which are major east/west arteries through Springdale with multiple driving lanes in each direction.

Water and sewer infrastructure is already present in this area. Springdale Water Utilities has twelve inch water mains along the south side of Highway 412 and along the south side of Don Tyson Parkway. Although downstream improvements may be required (pending a capacity analysis), gravity sewer mains are present in Habberton Ridge Subdivision south of the proposed project.



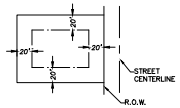
TYPICAL REAR LOAD SETBACK DETAIL

NOTE:
1.) DISTANCE SHOWN WILL YIELD TO UTILITY EASEMENTS.
2.) 10' B.S.L. FOR EXTERIOR SIDE ALONG ROW FOR CORNER LOTS



TYPICAL FRONT LOAD SETBACK DETAIL

NOTE:
1.) DISTANCE SHOWN WILL YIELD TO UTILITY EASEMENTS.
2.) 10' B.S.L. FOR EXTERIOR SIDE ALONG ROW FOR CORNER LOTS



TYPICAL COMMERCIAL SETBACK DETAIL

NOTE:
1.) DISTANCE SHOWN WILL YIELD TO UTILITY EASEMENTS.
2.) 20' B.S.L. ALONG ALL SIDES.

NOTES :
1. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6800 LUMENS. STREET LIGHTS ALONG BUTTERFIELD COACH ROAD AND HYLTON ROAD SHALL BE A MINIMUM OF 11,000 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/ BILLED BY THE CITY.
2. ALL LOT CORNER RADII ARE 30' UNLESS OTHERWISE NOTED.
3. A.D.A. ACCESSIBLE RAMPS TO HAVE A MAXIMUM INCLINATION RATIO OF 12:1.
4. MODIFIED CURB REQUIRED AT ALL DRIVES.
5. THE GLOBAL POSITIONING SYSTEM (GPS) AND CONVENTIONAL TERRESTRIAL SURVEYING EQUIPMENT PROVIDED THE RELATIVE POSITIONING FOR THE TOPOGRAPHIC, PLANIMETRIC AND BOUNDARY LOCATIONS SHOWN HEREON.
6. THE MAP PROJECTION IS REFERENCED TO THE HORIZONTAL CONTROL DATUM OF NAD83 (NORTH AMERICAN DATUM OF 1983), STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (0301). THE BASIS OF BEARINGS FOR THIS PLAT ARE STATE PLANE GRID BEARING. THE VERTICAL DATUM IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TWO TEMPORARY BENCHMARKS UTILIZING THIS DATUM ARE SHOWN HEREON.
7. ALL DEVELOPMENTS AFTER AUGUST 20, 2007 MUST HAVE UTILITY WIRES, LINES, AND/OR CABLES IN SAID DEVELOPMENTS MUST BE PLACED UNDERGROUND. EXCLUDING 12KV AND ABOVE.
8. ANY DAMAGE OR RELOCATION OF EXISTING UTILITIES SHALL BE AT THE DEVELOPER'S EXPENSE.
9. STREET NAMES MUST BE APPROVED BY THE CITY OF SPRINGDALE 911 ADDRESS COORDINATOR.
10. ALL CONDUITS PLACED BY DEVELOPER MUST HAVE 48 INCH COVER AT FINAL GRADE. (6-4" CONDUITS FOR ROAD CROSSINGS, ETC.)
11. A PORTION OF LOTS 336 & 337 ARE TO BE USED FOR DETENTION PONDS.
12. THERE ARE NO KNOWN WETLANDS ON THIS PROPERTY
13. NO KNOWN EROSION PROBLEMS EXIST ON THIS SITE
14. LOTS 15-18, 238-250 SHALL NOT HAVE ACCESS TO DON TYSON PARKWAY.
15. STOCKPILING OF CONSTRUCTION SPOIL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED (6) MONTHS, PRIOR TO A FINAL INSPECTION OF THE GRADING PERMIT. THE FOLLOWING STANDARDS SHALL BE ACHIEVED FOR COMPLETION OF CONSTRUCTION.
a. DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY THE PLANNING COMMISSION, AND
b. THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND
c. NO SLOPES STEEPER THAN A 3:1 PITCH UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF ENGINEERING, AND
d. NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND
e. A HEAVY EQUIPMENT, STOCKPILES AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.
16. A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATION FORM MUST BE COMPLETED, STAMPED, AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY FO SPRINGDALE ENGINEERING DEPARTMENT.
17. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ANY REQUIRED ADJUSTMENTS TO THE EXISTING WATER AND SEWER FACILITIES DUE TO SITE GRADING, PAVING, LOT LINE ADJUSTMENTS OR OTHER MATTERS.
18. IF RETAINER WALLS, FENCES, OR SIGNS ARE PROPOSED FOR THE DEVELOPMENT, DETAILED DRAWINGS WILL NEED TO BE SUBMITTED FOR APPROVAL TO THIS OFFICE PRIOR TO THEIR CONSTRUCTION.
19. PLEASE BE ADVISED THAT PERMANENT STRUCTURES, BUILDINGS, SIGNS OR OTHER ITEMS SHALL NOT BE ERECTED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.
20. EXISTING AND PROPOSED FIRE HYDRANTS AND METER SERVICES MUST BE LOCATED IN A GREEN SPACE A MINIMUM OF 4' BEHIND ANY CURB AND GUTTER AND 4' BEHIND ANY SIDEWALKS.
21. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING POTABLE WATER METERS AND SANITARY SEWER TAPS FOR ALL PLOTTED LOTS WITHIN A SUBDIVISION.
22. ACCESSIBILITY FOR PERSONS WITH DISABILITIES IN PARKING LOTS AD BUILDING APPROACHES SHALL BE AS REQUIRED BY THE CURRENT ADA AND AS MANY FROM TIME TO TIME BE AMENDED.
23. EASEMENTS SHALL BE FILED BEFORE ACCEPTANCE AND APPROVAL OF PLANS.
24. NO STRUCTURE MAY BE CONSTRUCTED IN AN ACCESS EASEMENT OR DRAINAGE EASEMENT.
25. FENCES BUILT ACROSS DRAINAGE EASEMENTS SHALL NOT IMPEDE THE FLOW OF STORM WATER FLOW AND MUST HAVE REMOVABLE PANELS TO ALLOW DRAINAGE SYSTEM MAINTENANCE.
26. A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATION FORM MUST BE COMPLETED, STAMPED, AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT.
27. ALL FINISH FLOOR ELEVATIONS SHALL BE 1.5' HIGHER THAN THE ADJACENT UPSTREAM SEWER MANHOLE ELEVATION OR WILL BE REQUIRED TO INSTALL A BACKFLOW PREVENTER ON THAT HOME'S SEWER SERVICE.
28. ALL BUILDING WALLS ADJACENT TO SIDE SETBACKS OF 5 FOOT OR LESS SHALL BE CLAD IN NONCOMBUSTIBLE MATERIAL.
29. ALL STREET LIGHTS WITHIN PUBLIC RIGHT OF WAY SHALL BE STREET ILLUMINATIONS, PUBLIC, OWNED, MAINTAINED, AND BILLED TO THE CITY. ALL STREET LIGHTS WITH THE SUBDIVISION, ON THE LOCAL ROAD, SHALL BE 6800 LUMENS. STREET LIGHTS ALONG ROBINSON SHALL BE 11,000 LUMENS. STREET LIGHT AND MAST ARM SHALL BE PER THE ELECTRIC UTILITY COMPANY.

PARCEL No: 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800

LEGAL DESCRIPTION:

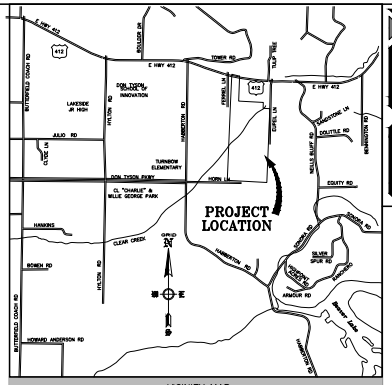
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

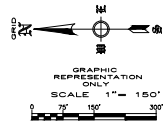
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N86°53'53"W A DISTANCE OF 1308.56 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°20'41 E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP 'PLS 1156'; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28 E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'32"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41 E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP 'AMA AR COA 126'; THENCE LEAVING SAID NORTH LINE, S02°19'24 W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP 'PLS 1156'; THENCE S86°51'54 E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP 'PLS 1156'; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°19'24 W A DISTANCE OF 2443.48 FEET TO THE POINT OF BEGINNING, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #05143C0090 G, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

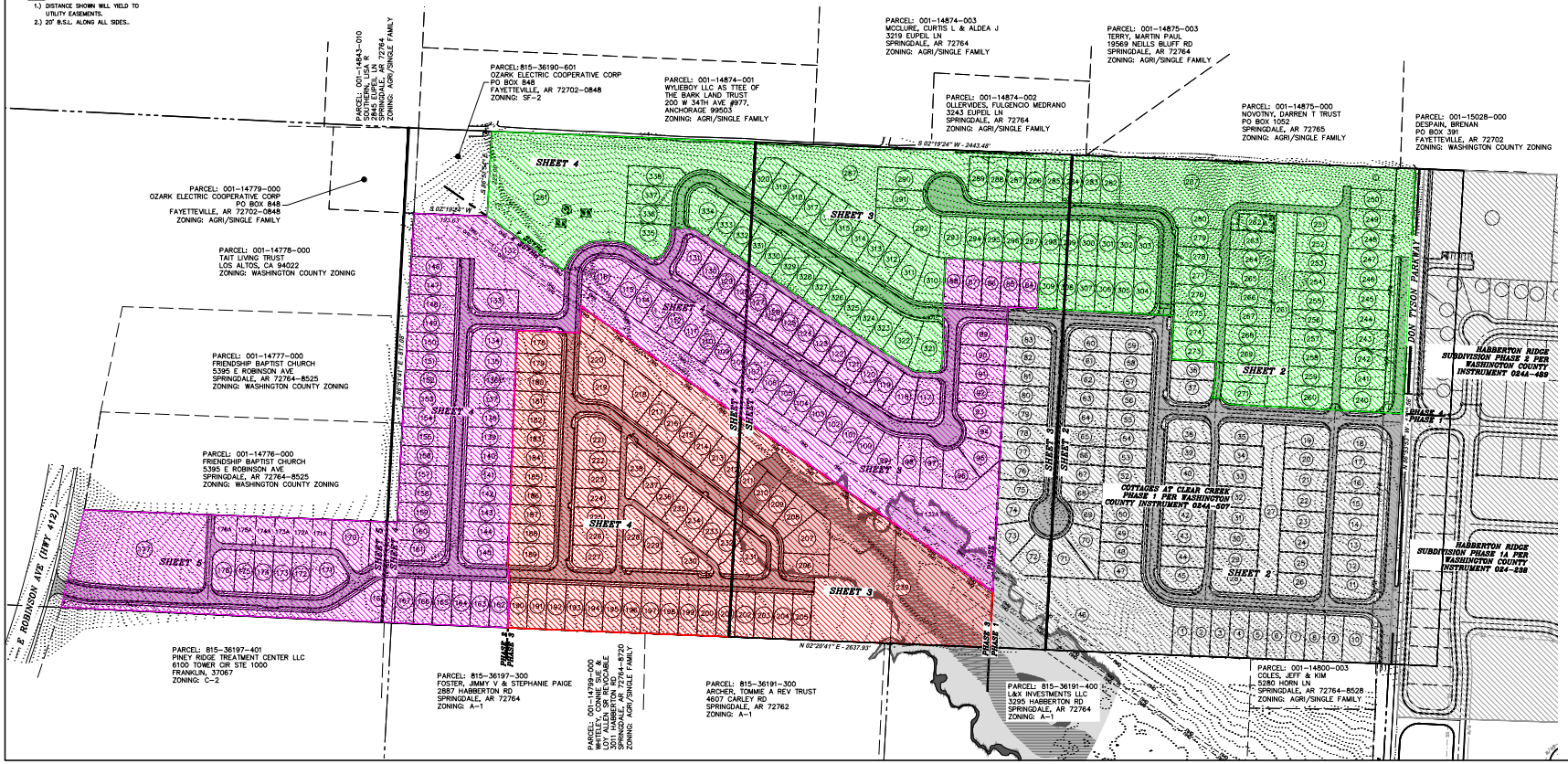
OWNER:	NWA LD LLC PO BOX 10560 FAYETTEVILLE, AR 72703
SURVEYOR:	ENGINEERING SERVICES, INC. 1207 S. OLD MISSOURI ROAD P.O. BOX 282.65 ACRES SPRINGDALE, AR 72762
WORK ORDER #:	20933
CITY ZONING:	PUD
SETBACKS:	SEE TYPICAL SETBACK DIAGRAMS
GREEN SPACE:	MINIMUM = 15.0% * 84.3 ACRES MINIMUM = 12.65 ACRES PROVIDED = 18.50 ACRES
LOT COUNT:	ORIGINAL PUD TOTALS 332 SFH 1 COMMERCIAL 5 POA GREEN SPACE / DETENTION REVISED PUD TOTALS 327 SFH 1 COMMERCIAL 1 LIFT STATION 9 POA GREEN SPACE / DETENTION BY PHASE: PHASE 1 81 SFH 2 POA GREEN SPACE / DETENTION PHASE 2 91 SFH 1 COMMERCIAL 3 POA GREEN SPACE / DETENTION PHASE 3 60 SFH 2 POA GREEN SPACE / DETENTION PHASE 4 95 SFH 2 POA GREEN SPACE / DETENTION 1 LIFT STATION





FLOOD ZONE LEGEND
REGULATORY FLOODWAY
FLOOD ZONE A
FLOOD ZONE AE
SHADED X

PHASE PLAN LEGEND
PHASE 2
PHASE 3
PHASE 4



ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD
SPRINGDALE, ARKANSAS 72764

REVISED OVERALL SITE PLAN
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION
1	5/23/24	OVERALL PHASE REVISIONS

SCALE: 1"=150'
DATE: Jun 20, 2024
DESIGNED: DRAWN: BYC CHK: KMR
W.O. #: 20933

© COPYRIGHT 2024 ENGINEERING SERVICES, INC. (ESI) 2024

1/5

REVISION	DATE	DESCRIPTION

DATE: Jun. 20, 2024
SCALE: 1"=50'
M.O. # 20933

REVISED PUD PRELIM PLAT
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

© COPYRIGHT 2024, ENGINEERING SERVICES, INC. 6/20/2024 8:54 AM
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3/5	M.O. # 20933	SCALE: 1"=50'	REVISION / DATE / DESCRIPTION
	DRAWN BY: MM	DATE: Jun 20, 2024	

REVISED PUD PRELIM PLAT
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS

ESI
ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

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REVISION	DATE	DESCRIPTION

DRAWN BY: MM
CHECKED BY: MM
M.O. # 20933
SCALE: 1"=50'
DATE: Jun 20, 2024

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REVISED PUD PRELIM PLAT
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
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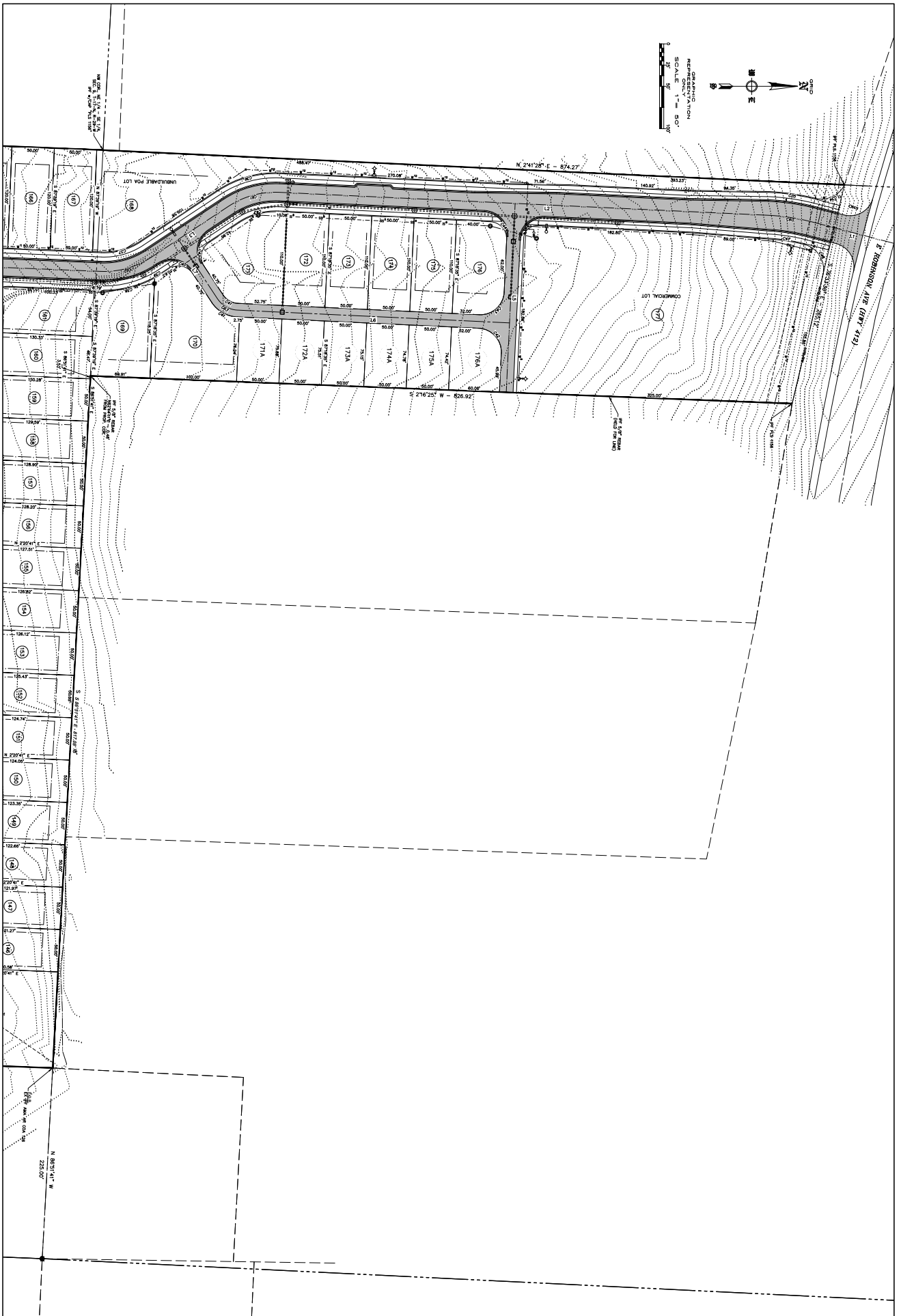

REVISION	DATE	DESCRIPTION

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M.O. # 20933

DRAWN: MK

DATE: Jun. 20, 2024

SCALE: 1"=50'

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REVISED PUD PRELIM PLAT
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

Plan Brisco

Elevation C

Springdale, Arkansas

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Plan Ellie

Elevation F

Springdale, Arkansas

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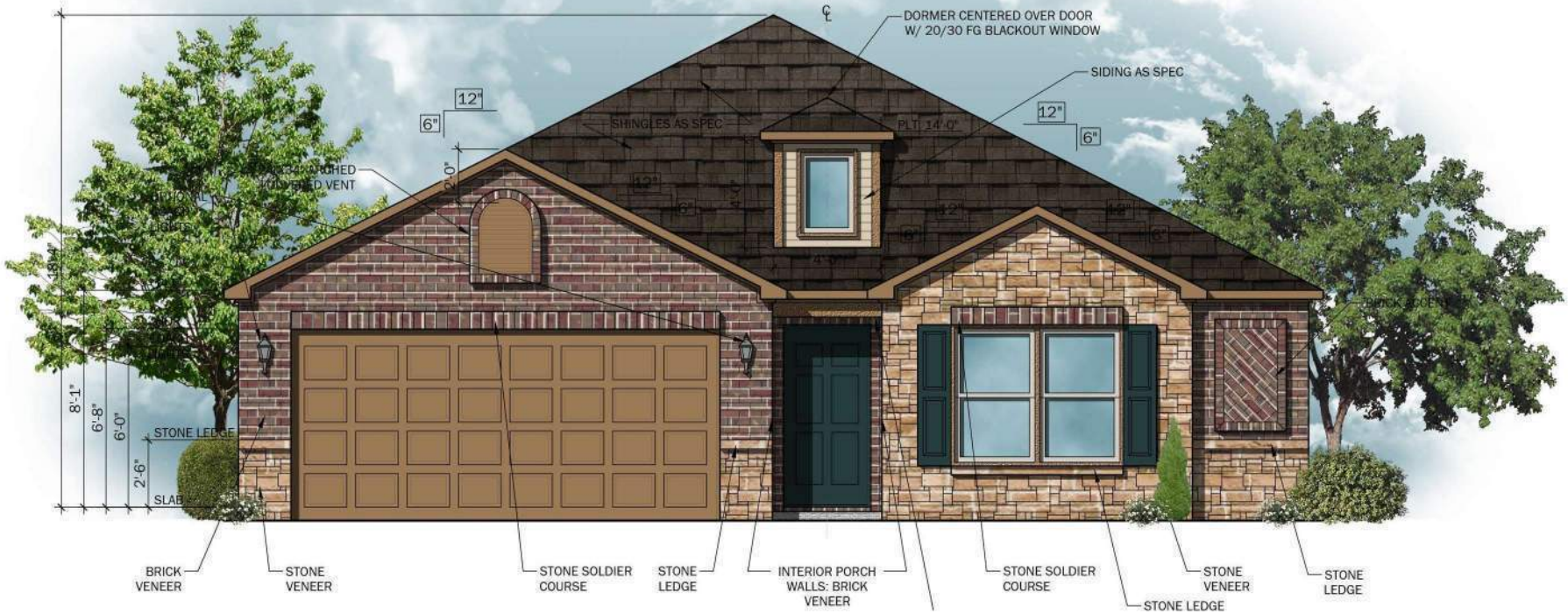

Plan Magnolia

Elevation D

Springdale, Arkansas

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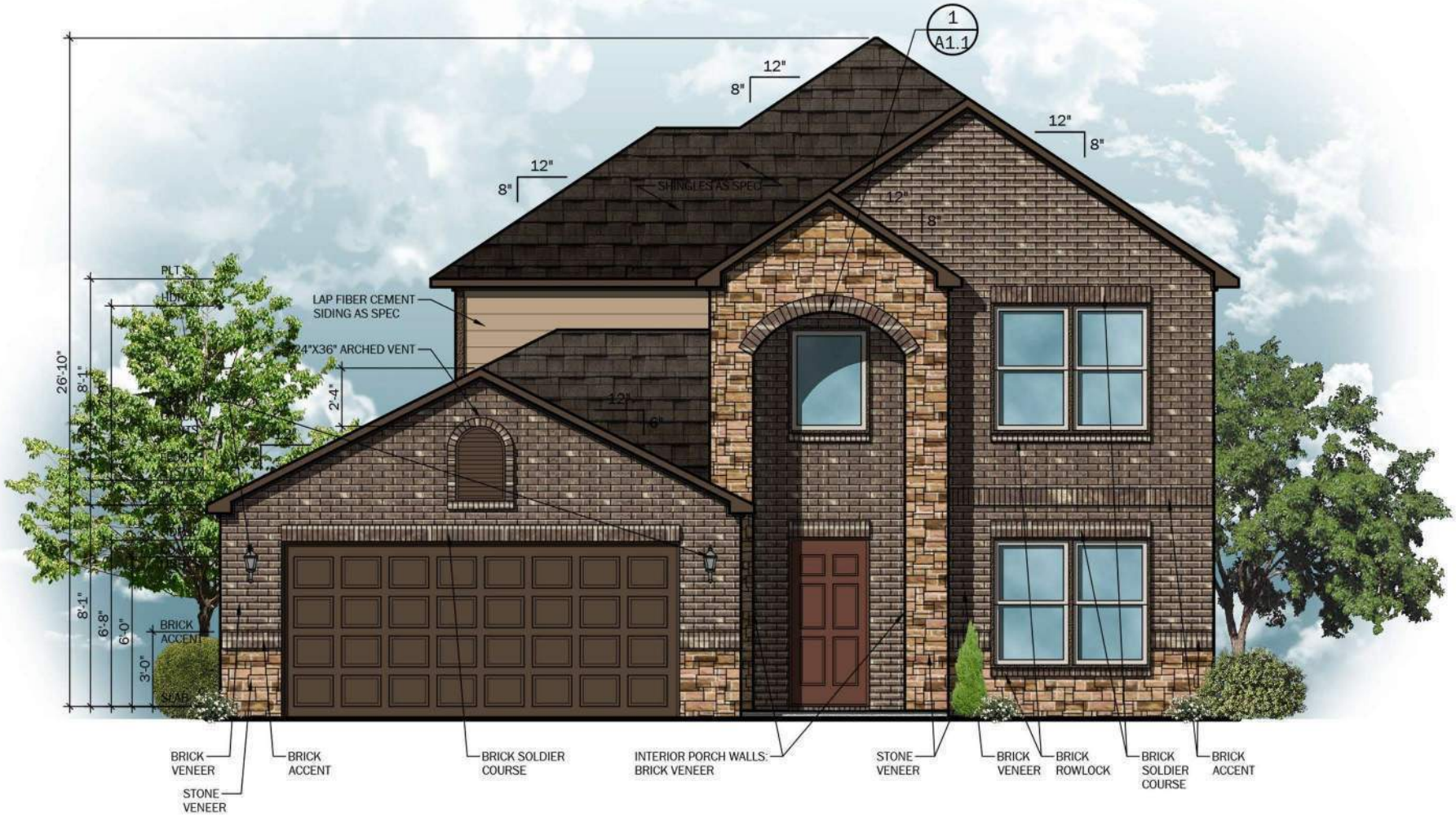

Plan Hadleigh

Elevation D

Springdale, Arkansas

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Plan Roselyn

Elevation E

Springdale, Arkansas

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Plan Plumtree

Elevation D

Springdale, Arkansas

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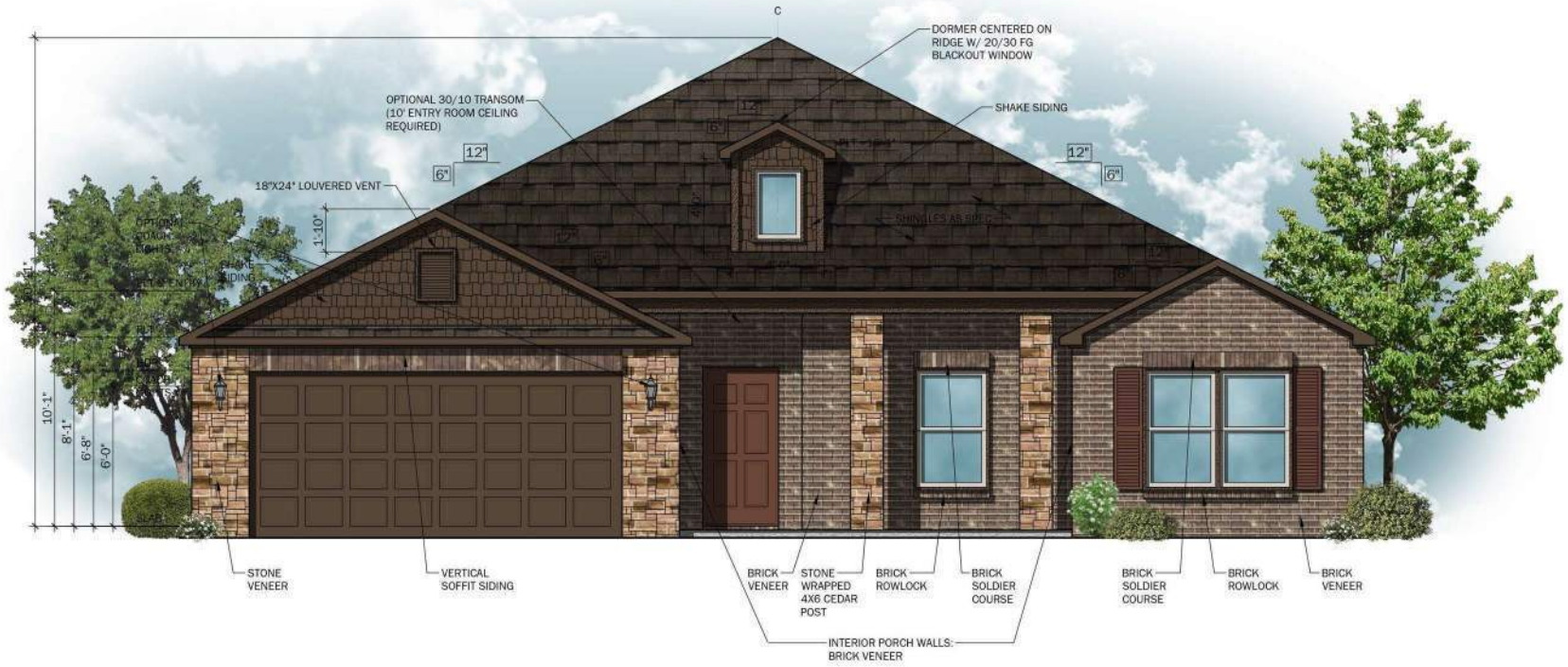

Plan St Paul

Elevation C

Springdale, Arkansas

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EXAMPLE PLAYGROUND EQUIPMENT EXHIBIT

Planning and Community Development Division
City of Springdale

Memo

To: Planning Commission

From: Staff

Date: July 2, 2024

Re: FP24-06/PP24-10 Final/Preliminary Plat Cottages at Clear Creek

---

PLANNING COMMENTS:
Reviewed by Sharon Tromburg
Review Date: 06/25/2024

STANDARD COMMENTS

1. This Final Plat has been given the number FP24-06/PP24-10. This number should be placed on the plat and all future correspondence and plats pertaining to this Final Plat. (standard comment)
2. Submit a PDF file of the Plat with resubmission. (standard comment)
3. All comments from the utility companies and other city departments must be addressed prior to approval (standard comment).
4. All items on the attached list must be satisfied prior to obtaining the Planning Director's signature on the final plat (standard comment).

FP24-06 FINAL PLAT COMMENTS

5. Please bond for the Phase IV playground before Phase II plat will be signed.
6. Lot 177, the commercial lot adjacent to Hwy 412 E. is approx. 1.5 acres but page 1 of the revised PUD Development plan from 6/20 says the commercial lot will be 3.4 acres. The last paragraph of page 3 lists the correct 1.5 acres. Please update.

> General Eligibility and Staging Requirements
>
> 1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.

7. The collaborative lots – why are they called collaborative? Because it's rear loaded but also has frontage on a public road? Or because they also have the backyard? And when the typical lot depth says 200', that seems to include the alley? But the alley is dedicated public ROW, so the typical depth of both lots together is around 184'-185'.

8. Collaborative lots – do the rear 50X75 lots (labeled A) have the same setbacks? I don't see any called out on the plat itself. Are they buildable? Any restrictions? Can people pave more parking? Or build an additional dwelling unit?

Collaborative Residential Building Setbacks:
Front – 15 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 25 Feet from Alley ROW

9.

10. Is there an error on page 4 that lists the permitted use units? It doesn't have use unit 29 (home office) but it does say that use unit 4 is permitted in all areas except for the commercial lot. That would allow childcare centers, art gallery, museums, and theatres but not a home office of convenience on the residential lots.

For all areas except the Commercial lot, specific Use Units allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

For the Commercial Lot, Specific Uses Allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 16 – Offices, Studios, and Related Services
Use Unit 17A, Use Unit 17B – Eating Places
Use Unit 19 – Neighborhood Shopping Goods
Use Unit 20 – Shopping Goods
Use Unit 45 – Health Care Clinic

11. Page 4, under 3 (A) – please add an additional density calculation that excludes the 18.5 acres of greenspace and the 1.5 acres commercial, that way residential density is reflected strictly from the residentially buildable area.

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

327 single family lots on 84.3 acres - 18.5 acres green space - 1.5 acre commercial lot = 64.3 acres available for residential development = 5.09 units/acre

Density – 327 single family lots on 84.3 acres = 3.9 units/acre and 11,230 s.f./lot

allow the homes to be pulled forward toward the street which visually differentiates these areas from other developments and creates a more inviting streetscape. Net residential project density (4.1 units/acre) is comparable to conventional residential developments in Springdale and is not the primary factor for proposing the PUD. Instead, the smaller lot width and setbacks will allow the developer to achieve this same density while also preserving more than 20% of the

PP24-10 PHASE IV COMMENTS

12. Where is lot 132A?

172A	3784.66	0.09
171A	3802.87	0.09
132A	116427.76	2.67

97	6808.08	0.16
98	7541.27	0.17
99	8084.34	0.19
100	5810.95	0.13

114	5500.00	0.13
115	5500.00	0.13
116	9671.53	0.22
117	7106.81	0.16

131	6858.07	0.16
132	57371.84	1.32
133	7006.86	0.16
134	7006.86	0.16

13. The shared pedestrian courtyards may raise concern for emergency services. Since phase I was completed and built out, what conversations have been had with police and fire and potential response difficulties?
14. What's the length of thew cul-de-sac in phase IV? Comment responses said the dimension was added but I'm not finding it easily.

15. I asked the following question on 06.13.24:
-The shared pedestrian courtyard area in phase 4 - can developer have utility boxes located in rear or elsewhere? City staff discourages the way it's setup in Phase 1. If sidewalks are planned for this shared courtyard, please label on plat and add lighting (I believe the sidewalks were added after final plat for phase 1. They are encouraged.)
Below is the response I got from applicant:

The developer is coordinating with utility company for their preferred location.

Planning has concerns b/c the shared courtyard in phase IV could very likely turnout just like the completed one in phase I.

BUILDING AND FIRE COMMENTS:

Reviewed by Ed Stith
Review Date: 06.25.2024

Building and Fire No Comments

ENGINEERING COMMENTS:

Reviewed by Katie Hollingshead, PE, CFM
Review Date: 06.26.2024

FP24-06 PHASE II FINAL PLAT

1. Chapter 50 – Floods
(Ord. No. 4110, § 1, 9-11-07)
- Submit a floodplain development application for each home in the floodplain, must be approved prior to building permit issuance.
  - Lots 212, 213, 214, 215, 216, 217, 237, 238 need FDP prior to building
- Provide table with minimum finished floor elevations for lots in floodplain or adjacent to drainage. Please designate between lots that have min FFE because of stormwater/floodplain and those that need min FFE for sanitary sewer.
  - This needs to be on the final plat
- Submit final plat checklist items

PP24-10 PHASE IV COMMENTS

STANDARD COMMENTS

- *106.1* - The Grading Plan & SWPPP and Specifications shall be prepared by the Engineer of Record, who is a licensed professional engineer of the State of Arkansas.
- Accessibility for persons with disabilities in parking lots and building approaches shall be as required by the current *ADA* and as may from time to time be amended.
  - This note is left in place throughout the design process to ensure that access is maintained.

PROJECT SPECIFIC COMMENTS

- Will there be sidewalks on lot 261?
- Show all ROW dimensions
- Submit drainage report

SPRINGDALE™
WE'RE MAKING IT HAPPEN

Plat Application

Date: 05/30/2024 Permit No.: 240191

Applicant / Owner

Applicant Name:	Enginering Services, Inc.	Owner Name:	NWA LD, LLC
Address:	P.O. Box 282	Address:	P.O. Box 10560
City, State, Zip:	[Applicant City, State, ZIP]	City, State, Zip:	Fayetteville, AR 72703
Phone:	[Applicant Phone Number]	Phone:	479-439-0595
Email:	dlazenby@engineeringservices.com	Email:	ben.kennedy@rch.com
Application Contact:	Applicant		

Property

Job Address:	5331 E Robinson Avenue	Rezone Required:	PUD
Parcel No(s).:	815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800, 815-36190-900, and Phase 1	Total Acreage:	84.3 Acres
Current Zoning:	PUD		

Project

Representative:	Engineering Services, Inc.	Project Type:	Preliminary Plat
E-mail:	dlazenby@engineeringservices.com		
Address:	P.O. Box 282, Springdale, AR 72765		
Phone:	479-751-8733		

APPLICANT & REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approvals. I understand that the City of Springdale may not approve what I am applying for, or may place conditions for approval.

Daniel Lazenby	05/30/2024
Name	Date

ENGINEERING SERVICES INC.
1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282 Ph: 479-751-8733 • Fax: 479-751-8746

May 30, 2024

Mrs. Patsy Christie, Director
Springdale Planning Department
City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72762

RE: Cottages at Clear Creek PUD
Revised PUD Applications

Mrs. Christie,

On behalf of our client, we are submitting application materials to revise the previously approved Planned Unit Development for Cottages at the Creek PUD, which is situated on 83.4 acres in east Springdale. The PUD will include 327 residential lots and 1 commercial lot. Property Owner/Developer is NWA LD, LLC.

We are requesting to revise the PUD to accomplish three objectives:

- Adjust lots in Phase 4 along the east side of the property to minimize wall construction and relocate the lift station. Total number of residential lots is being reduced relative to originally approved plan.
- Adjust depth of lots near revised FEMA flood map to avoid creating residential lots within the floodway.
- Relocate proposed playground and picnic tables at northeast corner of project from phase 3 slightly east into phase 4.

We are submitting rezoning and preliminary plat applications to accomplish this.

Please let me know if you have any questions or need any further information regarding this request.

Sincerely,

Daniel Lazenby

Enclosures

CONSTRUCTION PLANS FOR

STREET AND STORM DRAINAGE IMPROVEMENTS

TO SERVE

COTTAGES AT CLEAR CREEK PHASE 4

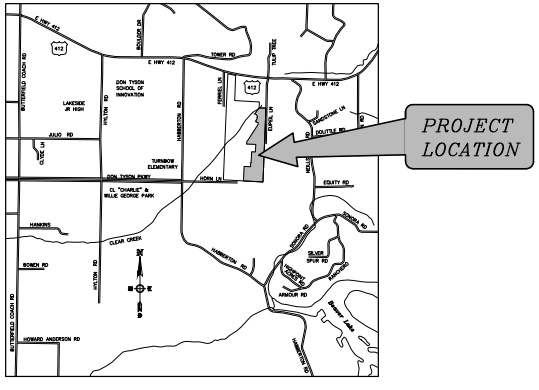
IN THE CITY OF

SPRINGDALE, ARKANSAS

PP24-10

CONTACT LIST
BLACK HILLS ENERGY SCOTT STOKES – 479-575-1424
OZARKS ELECTRIC COOPERATIVE MIKE PHIPPS – 479-684-4696
SPRINGDALE WATER UTILITIES LARRY PECKHAM – 479-751-5751
COX COMMUNICATION CHRIS BYRD – 479-751-2000
AT&T LAYNE RHODES – 479-442-1977
SPRINGDALE FIRE DEPARTMENT DUANE MILLER – 479-750-8190

ARKANSAS ONE CALL SYSTEM, INC. 1-800-482-8998 STOP! CALL BEFORE YOU DIG!



VICINITY MAP

INDEX OF SHEETS	
SHEET No.	DESCRIPTION
1–2	DEMOLITION PLAN
3–5	PRELIMINARY PLAT
6–9	STREET PLAN AND PROFILES
10–12	STORM DRAINAGE PLAN AND PROFILES
13–15	MASTER GRADING PLAN
16–17	RETAINING WALL PLAN & PROFILES
18	POND PLAN
19–21	SIGNAGE PLAN
22–24	STORM WATER POLLUTION PREVENTION PLAN
25	STORM WATER POLLUTION PREVENTION DETAIL
26–27	TYPICAL DETAILS
28	LANDSCAPING PLAN
29–34	STREET CROSS-SECTIONS

REVIEW OF THESE PLANS IS LIMITED TO COMPLIANCE WITH CITY CODES AND REGULATIONS. BY REVIEWING AND APPROVING THESE PLANS THE REVIEWER AND THE CITY OF SPRINGDALE ASSUME NO RESPONSIBILITY OF THE DESIGN ENGINEER. THE CITY OF SPRINGDALE, HOWEVER, RESERVES THE RIGHT TO REQUIRE CORRECTIVE ACTION IF ANY INADEQUACIES ARE FOUND AFTER THE IMPROVEMENTS ARE CONSTRUCTED.

May 13, 2024

BY
ENGINEERING SERVICES INC.

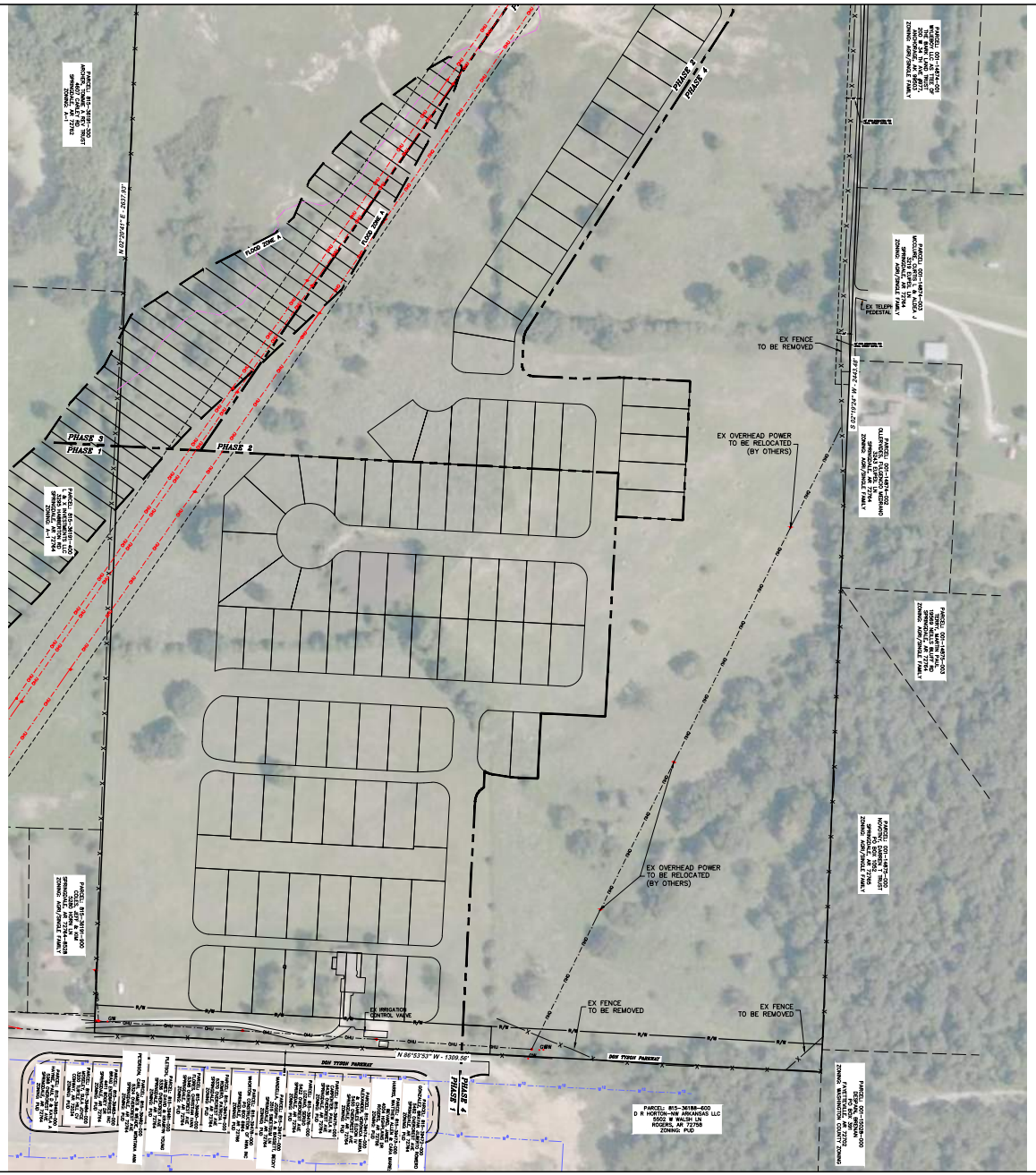
CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERINGSERVICES.COM

NOT FOR CONSTRUCTION

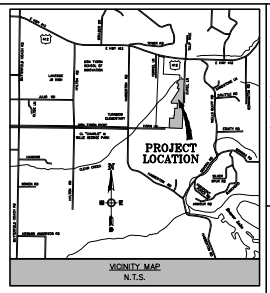
THOMAS J. APPEL, P.E. No. 13828
ENGINEERING SERVICES, INC.

NOTES :
1. ALL STREET AND DRAINAGE CONSTRUCTION MUST COMPLY WITH THE REQUIREMENTS OF THE CITY OF SPRINGDALE, ARKANSAS, AS CONTAINED IN CHAPTER 110, ART. III, OF THE CODE OF ORDINANCES, CITY OF SPRINGDALE, ARKANSAS.

2. ALL WATER AND SEWER CONSTRUCTION MUST COMPLY WITH THE SPECIFICATION REQUIREMENTS FOR THE CONSTRUCTION OF WATER AND SEWER FACILITIES OF THE CITY OF SPRINGDALE WATER UTILITIES. ADOPTED MARCH 10TH, 1987 BY ORDINACNE NO. 1640. AMENDED AUGUST 27, 2014 BY RESOLUTION No. 15-14 OF THE SPRINGDALE WATER AND SEWER COMMISSION.



GRAPHIC REPRESENTATION ONLY
SCALE 1" = 100'
0 50' 100' 200'



VICINITY MAP
N.T.S.

OWNER: NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762

WORK ORDER #: 20933

CITY ZONING: PUD

SETBACKS: FRONT – 25'
SIDE – 5'
REAR – 20'

PARCEL No: 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800

LEGAL DESCRIPTION:

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FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #05143C0090 F, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: MAY 16, 2008.

NOTES :
1. ALL EXISTING TREES ON SITE WITHIN PROPOSED GRADING SHALL BE REMOVED.
2. CONTRACTOR TO CALL ONECALL PRIOR TO ANY WORK BEGINNING.

PP24-10

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

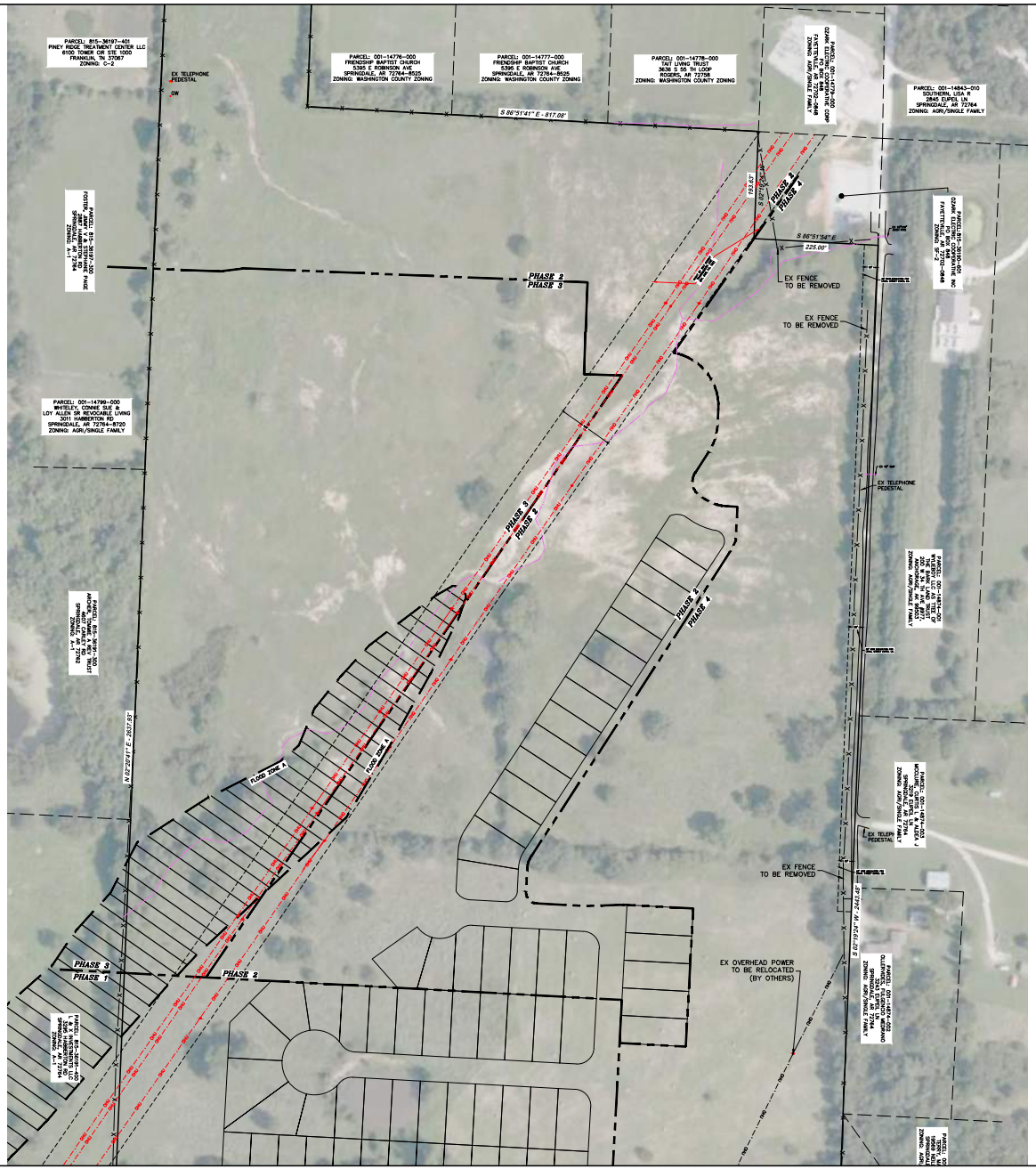
DEMOLITION PLAN
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

COPYRIGHT 2024, ENGINEERING SERVICES INC. ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF ENGINEERING SERVICES INC. THE REPRODUCTION OF THIS DRAWING IN WHOLE OR IN PART, OR USE OF THE DESIGNS AND IDEAS CONTAINED HEREIN, WITHOUT THE WRITTEN PERMISSION OF ENGINEERING SERVICES INC. IS PROHIBITED.

SCALE: 1"=100'
DATE: May 13, 2024
ENGINEER: TJR
DRAWN BY: JKL
W.O. #: 20933

1



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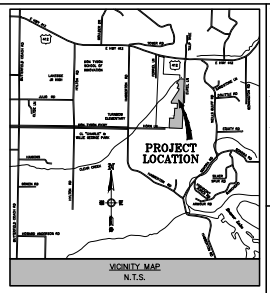

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WORK ORDER #: 20933

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PP24-10

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE ARKANSAS 72764

DEMOLITION PLAN
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

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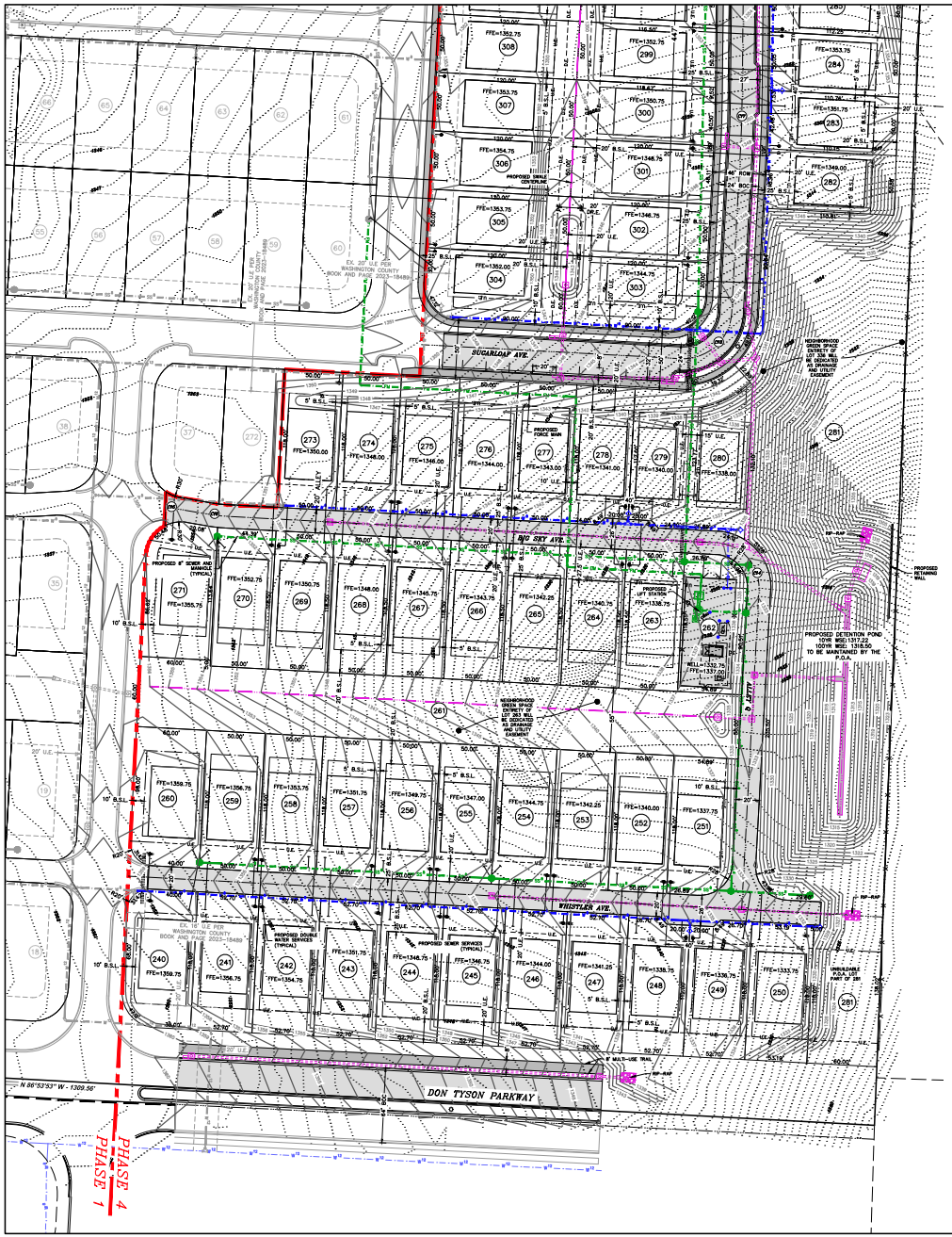
SCALE: 1"=100'
DATE: May 13, 2024
ENGINEER: TJA
DRAWN BY: AH
W.O. #: 20933

2



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0 25' 50' 100'

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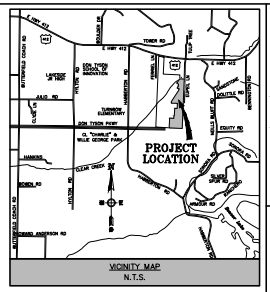

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
240	6801.02	0.16
241	6218.60	0.14
242	6218.60	0.14
243	6218.60	0.14
244	6218.60	0.14
245	6218.60	0.14
246	6218.60	0.14
247	6218.60	0.14
248	6080.60	0.14
249	6080.60	0.14
250	6276.40	0.14
251	6308.22	0.14
252	5900.00	0.14
253	5900.00	0.14
254	5900.00	0.14
255	5900.00	0.14
256	5900.00	0.14
257	5900.00	0.14
258	5900.00	0.14
259	5900.00	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
260	6994.16	0.16
261	28618.69	0.66
262	6335.98	0.15
263	5925.15	0.14
264	5925.00	0.14
265	5925.00	0.14
266	5925.00	0.14
267	5925.00	0.14
268	5925.00	0.14
269	5925.00	0.14
270	5925.27	0.14
271	6759.52	0.16
273	5900.00	0.14
274	5900.00	0.14
275	5900.00	0.14
276	5900.00	0.14
277	5900.00	0.14
278	5762.00	0.13
279	5770.83	0.13
280	6642.07	0.15

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
281	326508.04	7.50
282	5629.79	0.13
283	5512.38	0.13
284	5575.27	0.13
285	5649.83	0.13
286	5724.38	0.13
287	5797.45	0.13
288	5816.55	0.13
289	5600.78	0.13
290	7719.27	0.18
291	6305.05	0.14
292	14579.32	0.33
293	7475.57	0.17
294	5500.00	0.13
295	5501.70	0.13
296	5555.38	0.13
297	5662.05	0.13
298	5770.58	0.13
299	5879.11	0.13
300	5976.30	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
301	6000.00	0.14
302	6000.00	0.14
303	7006.86	0.16
304	7006.86	0.16
305	6000.00	0.14
306	6000.00	0.14
307	6000.00	0.14
308	6000.00	0.14
309	6000.00	0.14
310	7860.47	0.18
311	7838.16	0.18
312	6000.00	0.14
313	6000.00	0.14
314	6000.00	0.14
315	6000.00	0.14
316	6000.00	0.14
317	6000.00	0.14
318	6000.00	0.14
319	6000.00	0.14
320	5768.63	0.13

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
321	9390.48	0.22
322	7916.72	0.18
323	5291.12	0.12
324	5275.00	0.12
325	5275.00	0.12
326	5275.00	0.12
327	5275.00	0.12
328	5275.00	0.12
329	5275.00	0.12
330	5275.00	0.12
331	5275.00	0.12
332	5275.00	0.12
333	5275.00	0.12
334	8947.83	0.21
335	8979.30	0.21
336	6000.00	0.14
337	6072.61	0.14
338	7000.70	0.16

ROAD CENTERLINE CURVE DATA				
	R	CHD-DIR	T	L
C10	60.0'	S28°52'10"E	104.05'	125.73'
C11	127.0'	S18°07'50"W	34.10'	68.63'
C12	150.0'	N15°16'40"E	33.97'	66.80'
C13	41.5'	N48°56'10"E	41.50'	65.19'
C14	38.0'	S41°53'50"E	38.00'	59.69'
C15	100.0'	S83°46'20"E	5.61'	11.20'
C16	100.0'	S82°13'40"E	3.05'	6.10'
C17	1000.0'	N01°51'30"E	21.70'	43.39'
C18	1000.0'	N01°51'30"E	21.70'	43.39'

OWNER: NWA LD LLC, PO BOX 10560, FAYETTEVILLE, AR 72703

SURVEYOR: ENGINEERING SERVICES, INC., 1207 S. OLD MISSOURI ROAD, P.O. BOX 282, SPRINGDALE, AR 72762

WORK ORDER #: 20933

CITY ZONING: PUD

SETBACKS: FRONT – 25', SIDE – 5', REAR – 20', INTERSECTION SIDE – 10'

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- PROPERTY LINE
- EX. EASEMENT LINE
- EX. BUILDING SETBACK LINE
- EX. ROAD CENTERLINE
- EX. CURB & GUTTER
- EX. CONTOUR
- 1369 PROPOSED CONTOUR
- 1368 EX. CONTOUR
- OHP/T EX. OVERHEAD POWER LINE
- EX. 8" SEWER LINE
- EX. STORM DRAIN LINE
- EX. WATER LINE
- EX. FIBER OPTIC LINE
- EX. WATER METER
- EX. FIRE HYDRANT
- EX. SEWER MANHOLE
- EX. POWER POLE
- EX. WATER VALVE
- EX. LIGHT POLE
- EX. WATER METER
- PROPOSED FENCE
- PROPOSED EASEMENT LINE
- PROPOSED SIDEWALK
- PROPOSED FIRE HYDRANT
- PROPOSED WATERLINE
- PROPOSED HADICAP RAMP
- PROPOSED STORM BOX & PIPE
- PROPOSED SEWER MANHOLE & PIPE

NOTES:

1. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6800 LUMENS. STREET LIGHTS ALONG E. HWY 412. SHALL BE A MINIMUM OF 11,000 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/ BILLED BY THE CITY.
2. ALL LOT CORNER RADII ARE 30' UNLESS OTHERWISE NOTED.
3. ALL STREET RIGHTS-OF-WAY WITHIN THE SUBDIVISION VARY BETWEEN 20', 46', and 50'-6" IN WIDTH.
4. A.D.A. ACCESSIBLE RAMPS TO HAVE A MAXIMUM INCLINATION RATIO OF 12:1.
5. ACCESSIBILITY FOR PERSONS WITH DISABILITIES IN PARKING LOTS AND BUILDING APPROACHES SHALL BE AS REQUIRED BY THE CURRENT ADA AND AS MAY FROM TIME TO TIME BE AMENDED.
6. MODIFIED CURB REQUIRED AT ALL DRIVES.
7. THE GLOBAL POSITIONING SYSTEM (GPS) AND CONVENTIONAL TERRESTRIAL SURVEYING EQUIPMENT PROVIDED THE RELATIVE POSITIONING FOR THE TOPOGRAPHIC, PLANIMETRIC AND BOUNDARY LOCATIONS SHOWN HEREON.
8. THE MAP PROJECTION IS REFERENCED TO THE HORIZONTAL CONTROL DATUM OF NAD83 (NORTH AMERICAN DATUM OF 1983), STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (3301). THE BASIS OF BEARINGS FOR THIS PLAT ARE STATE PLANE GRID BEARING. THE VERTICAL DATUM IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TWO TEMPORARY BENCHMARKS UTILIZING THIS DATUM ARE SHOWN HEREON.
9. ALL DEVELOPMENTS AFTER AUGUST 20, 2007 MUST HAVE UTILITY WIRES, LINES, AND/OR CABLES IN SAID DEVELOPMENTS MUST BE PLACED UNDERGROUND. EXCLUDING 12KV AND ABOVE.
10. ANY DAMAGE OR RELOCATION OF EXISTING UTILITIES SHALL BE AT THE DEVELOPER'S EXPENSE.
11. STREET NAMES MUST BE APPROVED BY THE CITY OF SPRINGDALE 911 ADDRESS COORDINATOR.
12. ALL CONDUITS PLACED BY DEVELOPER MUST HAVE 48 INCH COVER AT FINAL GRADE. (6'-4" CONDUITS FOR ROAD CROSSINGS, ETC.)
13. LOT 336 IS TO BE USED FOR A DETENTION POND. THE ENTIRETY THE LOT IS A DRAINAGE EASEMENT.
14. THERE ARE NO KNOWN WETLANDS ON THIS PROPERTY.
15. NO KNOWN EROSION PROBLEMS EXIST ON THIS SITE.
16. STOCKPILING OF CONSTRUCTION SPOIL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED (6) MONTHS. PRIOR TO A FINAL INSPECTION OF THE GRADING PERMIT, THE FOLLOWING STANDARDS SHALL BE ACHIEVED FOR COMPLETION OF CONSTRUCTION.
17. DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY THE PLANNING COMMISSION, AND THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND NO SLOPES STEEPER THAN A 3:1 PITCH UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF ENGINEERING, AND NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND A HEAVY EQUIPMENT, STOCKPILES AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.
18. A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATE FORM MUST BE COMPLETED, STAMPED, AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT.
19. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ANY REQUIRED ADJUSTMENTS TO THE EXISTING WATER AND SEWER FACILITIES DUE TO SITE GRADING, PAVING, LOT LINE ADJUSTMENTS OR OTHER MATTERS.
20. IF PERIMETER WALLS, FENCES, OR SIGNS ARE PROPOSED FOR THE DEVELOPMENT, DETAILED DRAWINGS WILL NEED TO BE SUBMITTED FOR APPROVAL TO THIS OFFICE PRIOR TO THEIR CONSTRUCTION.
21. PLEASE BE ADVISED THAT PERMANENT STRUCTURES, BUILDINGS, SIGNS OR OTHER ITEMS SHALL NOT BE ERECTED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.
22. REMOVAL OF THE EXISTING BUILDING WILL REQUIRE A DEMOLITION PERMIT FROM THE BUILDING DEPARTMENT PRIOR TO ISSUING A DEMOLITION PERMIT, AN INSPECTION FOR ASBESTOS CONTAINING MATERIALS MUST BE PERFORMED BY A LICENSED ASBESTOS INSPECTOR AND A NOTICE OF INTENT MUST BE SUBMITTED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY – AIR DIVISION: ASBESTOS SECTION, HTTP://WWW.ADEQ.STATE.AR.US/AIR/PROGRAM/ (501) 682-0773.
23. EXISTING AND PROPOSED FIRE HYDRANTS AND METER SERVICES MUST BE LOCATED IN A GREEN SPACE A MINIMUM OF 4' BEHIND ANY CURB AND GUTTER AND 4' BEHIND ANY SIDEWALKS.
24. PLEASE BE ADVISED THAT THE FIRE HYDRANT PLACEMENT, FIRE HYDRANT LOCATION, FIRE FLOW CAPACITY, AND OTHER ITEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SPRINGDALE FIRE DEPARTMENT, STATE FIRE CODE, OTHER AGENCIES, OR JURISDICTIONS.
25. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING POTABLE WATER METERS AND SANITARY SEWER TAPS FOR ALL PLOTTED LOTS WITHIN A SUBDIVISION.
26. THE SITE AREA OF DISTURBANCE IS GREATER THAN 0.5 ACRES A GRADING PERMIT APPLICATION, A SWPPP DELINEATING ALL ANTICIPATED DISTURBED AREAS, A PLAN IN THOSE AREAS TO ACHIEVE FINAL STABILIZATION (WHICH AT MINIMUM MUST PROVIDE 80% GRASS COVERAGE AND 100%STABILIZATION), A DUST CONTROL PLAN WITH APPROPRIATE BMPS DESIGNED TO CONTROL DUST, AND AND APPROPRIATE FEE AS SHOWN ON THE APPLICATION MUST BE SUBMITTED TO THE CITY OF SPRINGDALE STORM WATER MANAGER FOR REVIEW PRIOR TO RECEIVING FINAL PLAN APPROVAL.
27. PHASING ON LARGER CONSTRUCTION SITES 5 ACRES OF MORE MUST BE UTILIZED TO ALLOW ONLY DISTURBANCE ON NEAR TERM CONSTRUCTION AREAS. CONSTRUCTION SITES REQUIRING CUTTING AND FILLING MUST BE SEEDED ONCE THE CUTTING AND FILLING ACTIVITY IS FINISHED.

FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #05143C0090 G, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

PP24-10

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

PRELIMINARY PLAT
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

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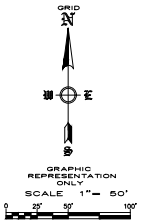
SCALE: 1"=50'
DATE: Jun 20, 2024
ENGINEER: TJA
DRAWN BY: JM
W.O. #: 20933

3

PP24-10



LEGEND

- IRON PIN FOUND
- IRON PIN SET
- PROPERTY LINE
- EX. EASEMENT LINE
- EX. BUILDING SETBACK LINE
- EX. ROAD CENTERLINE
- EX. CURB & GUTTER
- EX. CONTOUR
- PROPOSED CONTOUR
- EX. OVERHEAD POWER LINE
- EX. 8" SEWER LINE
- EX. STORM DRAIN LINE
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- EX. FIRE HYDRANT
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- EX. WATER VALVE
- EX. LIGHT POLE
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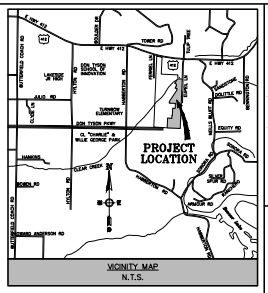
- PROPOSED FENCE
- PROPOSED EASEMENT LINE
- PROPOSED SIDEWALK
- PROPOSED FIRE HYDRANT
- PROPOSED WATERLINE
- PROPOSED HADICAP RAMP
- PROPOSED STORM BOX & PIPE
- PROPOSED SEWER MANHOLE & PIPE



OWNER: NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762

WORK ORDER#: 20933

CITY ZONING: PUD

SETBACKS: FRONT – 25'
SIDE – 5'
REAR – 20'
INTERSECTION SIDE – 10'

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
240	6801.02	0.16
241	6218.60	0.14
242	6218.60	0.14
243	6218.60	0.14
244	6218.60	0.14
245	6218.60	0.14
246	6218.60	0.14
247	6218.60	0.14
248	6080.60	0.14
249	6080.60	0.14
250	6276.40	0.14
251	6308.22	0.14
252	5900.00	0.14
253	5900.00	0.14
254	5900.00	0.14
255	5900.00	0.14
256	5900.00	0.14
257	5900.00	0.14
258	5900.00	0.14
259	5900.00	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
260	6994.16	0.16
261	28618.69	0.66
262	6335.98	0.15
263	5925.15	0.14
264	5925.00	0.14
265	5925.00	0.14
266	5925.00	0.14
267	5925.00	0.14
268	5925.00	0.14
269	5925.00	0.14
270	5925.27	0.14
271	6759.52	0.16
272	5900.00	0.14
273	5900.00	0.14
274	5900.00	0.14
275	5900.00	0.14
276	5900.00	0.14
277	5900.00	0.14
278	5762.00	0.13
279	5770.83	0.13
280	6642.07	0.15

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
281	326508.04	7.50
282	5629.79	0.13
283	5512.38	0.13
284	5575.27	0.13
285	5649.83	0.13
286	5724.38	0.13
287	5797.45	0.13
288	5818.85	0.13
289	5600.78	0.13
290	7719.27	0.18
291	6305.05	0.14
292	14579.32	0.33
293	7475.57	0.17
294	5500.00	0.13
295	5501.70	0.13
296	5555.38	0.13
297	5662.05	0.13
298	5770.58	0.13
299	5879.11	0.13
300	5976.30	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
301	6000.00	0.14
302	6000.00	0.14
303	7006.86	0.16
304	7006.86	0.16
305	6000.00	0.14
306	6000.00	0.14
307	6000.00	0.14
308	6000.00	0.14
309	6000.00	0.14
310	7860.47	0.18
311	7838.16	0.18
312	6000.00	0.14
313	6000.00	0.14
314	6000.00	0.14
315	6000.00	0.14
316	6000.00	0.14
317	6000.00	0.14
318	6000.00	0.14
319	6000.00	0.14
320	5768.63	0.13

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
321	9390.48	0.22
322	7916.72	0.18
323	5291.12	0.12
324	5275.00	0.12
325	5275.00	0.12
326	5275.00	0.12
327	5275.00	0.12
328	5275.00	0.12
329	5275.00	0.12
330	5275.00	0.12
331	5275.00	0.12
332	5275.00	0.12
333	5275.00	0.12
334	8947.83	0.21
335	8979.30	0.21
336	6000.00	0.14
337	6072.61	0.14
338	7000.70	0.16

ROAD CENTERLINE CURVE DATA				
	R	CHD-DR	T	L
C10	60.0'	S28°51'10"E	104.05'	125.73'
C11	127.0'	S18°07'50"W	34.10'	66.63'
C12	150.0'	N15°51'40"E	33.97'	66.81'
C13	41.5'	N48°06'10"E	41.50'	65.19'
C14	38.0'	S41°53'50"E	38.00'	59.69'
C15	100.0'	S83°41'20"E	5.61'	11.20'
C16	100.0'	S82°57'40"E	3.05'	6.10'
C17	1000.0'	N01°51'30"E	21.70'	43.39'
C18	1000.0'	N01°51'30"E	21.70'	43.39'

NOTES :

1. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6800 LUMENS. STREET LIGHTS ALONG E. HWY 412. SHALL BE A MINIMUM OF 11,000 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/ BILLED BY THE CITY.
2. ALL LOT CORNER RADII ARE 30' UNLESS OTHERWISE NOTED.
3. ALL STREET RIGHTS-OF-WAY WITHIN THE SUBDIVISION VARY BETWEEN 20', 46', and 50'-0" IN WIDTH.
4. A.D.A. ACCESSIBLE RAMPS TO HAVE A MAXIMUM INCLINATION RATIO OF 12:1.
5. ACCESSIBILITY FOR PERSONS WITH DISABILITIES IN PARKING LOTS AND BUILDING APPROACHES SHALL BE AS REQUIRED BY THE CURRENT ADA AND AS MAY FROM TIME TO TIME BE AMENDED.
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9. ALL DEVELOPMENTS AFTER AUGUST 20, 2007 MUST HAVE UTILITY WIRES, LINES, AND/OR CABLES IN SAID DEVELOPMENTS MUST BE PLACED UNDERGROUND. EXCLUDING 12KV AND ABOVE.
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11. STREET NAMES MUST BE APPROVED BY THE CITY OF SPRINGDALE 911 ADDRESS COORDINATOR.
12. ALL CONDUITS PLACED BY DEVELOPER MUST HAVE 48 INCH COVER AT FINAL GRADE. (6–4" CONDUITS FOR ROAD CROSSINGS, ETC.)
13. LOT 336 IS TO BE USED FOR A DETENTION POND. THE ENTIRETY THE LOT IS A DRAINAGE EASEMENT.
14. THERE ARE NO KNOWN WETLANDS ON THIS PROPERTY.
15. NO KNOWN EROSION PROBLEMS EXIST ON THIS SITE.
16. STOCKPILING OF CONSTRUCTION SPOIL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED (6) MONTHS. PRIOR TO A FINAL INSPECTION OF THE GRADING PERMIT, THE FOLLOWING STANDARDS SHALL BE ACHIEVED FOR COMPLETION OF CONSTRUCTION.
17. DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY THE PLANNING COMMISSION, AND THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND NO SLOPES STEEPER THAN A 3:1 PITCH UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF ENGINEERING, AND NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND A HEAVY EQUIPMENT, STOCKPILES AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.
18. A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATION FORM MUST BE COMPLETED, STAMPED, AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT.
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20. IF PERIMETER WALLS, FENCES, OR SIGNS ARE PROPOSED FOR THE DEVELOPMENT, DETAILED DRAWINGS WILL NEED TO BE SUBMITTED FOR APPROVAL TO THIS OFFICE PRIOR TO THEIR CONSTRUCTION.
21. PLEASE BE ADVISED THAT PERMANENT STRUCTURES, BUILDINGS, SIGNS OR OTHER ITEMS SHALL NOT BE ERECTED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.
22. REMOVAL OF THE EXISTING BUILDING WILL REQUIRE A DEMOLITION PERMIT FROM THE BUILDING DEPARTMENT PRIOR TO ISSUING A DEMOLITION PERMIT, AN INSPECTION FOR ASBESTOS CONTAINING MATERIALS MUST BE PERFORMED BY A LICENSED ASBESTOS INSPECTOR AND A NOTICE OF INTENT MUST BE SUBMITTED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY – AIR DIVISION – ASBESTOS SECTION, HTTP://WWW.ADEQ.STATE.AR.US/AIR/PROGRAM/ (501) 682–0773.
23. EXISTING AND PROPOSED FIRE HYDRANTS AND METER SERVICES MUST BE LOCATED IN A GREEN SPACE A MINIMUM OF 4' BEHIND ANY CURB AND GUTTER AND 4' BEHIND ANY SIDEWALKS.
24. PLEASE BE ADVISED THAT THE FIRE HYDRANT PLACEMENT, FIRE HYDRANT LOCATION, FIRE FLOW CAPACITY, AND OTHER ITEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SPRINGDALE FIRE DEPARTMENT, STATE FIRE CODE, OTHER AGENCIES, OR JURISDICTIONS.
25. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING POTABLE WATER METERS AND SANITARY SEWER TAPS FOR ALL PLOTTED LOTS WITHIN A SUBDIVISION.
26. THE SITE AREA OF DISTURBANCE IS GREATER THAN 0.5 ACRES. A GRADING PERMIT APPLICATION, A SWPPP DELINEATING ALL ANTICIPATED DISTURBED AREAS, A PLAN IN THOSE AREAS TO ACHIEVE FINAL STABILIZATION (WHICH AT MINIMUM MUST PROVIDE 80% GRASS COVERAGE AND 100%STABILIZATION), A DUST CONTROL PLAN WITH APPROPRIATE BMPS DESIGNED TO CONTROL DUST, AND ANY APPROPRIATE FEE AS SHOWN ON THE APPLICATION MUST BE SUBMITTED TO THE CITY OF SPRINGDALE STORM WATER MANAGER FOR REVIEW PRIOR TO RECEIVING FINAL PLAN APPROVAL.
27. GRADING ON LARGER CONSTRUCTION SITES 5 ACRES OR MORE MUST BE UTILIZED TO ALLOW ONLY DISTURBANCE ON NEAR TERM CONSTRUCTION AREAS. CONSTRUCTION SITES REQUIRING CUTTING AND FILLING MUST BE SEEDED ONCE THE CUTTING AND FILLING ACTIVITY IS FINISHED.

PARCEL No: 815–36190–400, 815–36190–100, 815–36190–300, 815–36190–200, 815–36190–500, 815–36190–600, 815–36190–700, 815–36190–800

LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY–NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N86°53'53.5"W A DISTANCE OF 1309.56 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N03°20'41"E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 1.08 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP "AMA AR COA 126"; THENCE LEAVING SAID NORTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°19'24"W A DISTANCE OF 2443.48 FEET TO THE POINT OF BEGINNING, CONTAINING 63.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #05143C0060 G, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

PP24–10

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

Page 127

PRELIMINARY PLAT
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

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SCALE: 1"=50'
DATE: Jun 20, 2024
ENGINEER: TJA
DRAWN BY: JM
W.O. #: 20933

4

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
240	6801.02	0.16
241	6218.60	0.14
242	6218.60	0.14
243	6218.60	0.14
244	6218.60	0.14
245	6218.60	0.14
246	6218.60	0.14
247	6218.60	0.14
248	6080.60	0.14
249	6080.60	0.14
250	6276.40	0.14
251	6308.22	0.14
252	5900.00	0.14
253	5900.00	0.14
254	5900.00	0.14
255	5900.00	0.14
256	5900.00	0.14
257	5900.00	0.14
258	5900.00	0.14
259	5900.00	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
260	6994.16	0.16
261	28618.69	0.66
262	6335.98	0.15
263	5925.15	0.14
264	5925.00	0.14
265	5925.00	0.14
266	5925.00	0.14
267	5925.00	0.14
268	5925.00	0.14
269	5925.00	0.14
270	5925.27	0.14
271	6759.52	0.16
273	5900.00	0.14
274	5900.00	0.14
275	5900.00	0.14
276	5900.00	0.14
277	5900.00	0.14
278	5762.00	0.13
279	5770.83	0.13
280	6642.07	0.15

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
281	326508.04	7.50
282	5629.79	0.13
283	5912.38	0.13
284	5575.27	0.13
285	5649.83	0.13
286	5724.38	0.13
287	5797.45	0.13
288	5818.85	0.13
289	5600.78	0.13
290	7719.27	0.18
291	6305.05	0.14
292	14579.32	0.33
293	7475.57	0.17
294	5500.00	0.13
295	5501.70	0.13
296	5555.38	0.13
297	5662.05	0.13
298	5770.58	0.13
299	5879.11	0.13
300	5976.30	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
301	6000.00	0.14
302	6000.00	0.14
303	7006.86	0.16
304	7006.86	0.16
305	6000.00	0.14
306	6000.00	0.14
307	6000.00	0.14
308	6000.00	0.14
309	6000.00	0.14
310	7860.47	0.18
311	7838.16	0.18
312	6000.00	0.14
313	6000.00	0.14
314	6000.00	0.14
315	6000.00	0.14
316	6000.00	0.14
317	6000.00	0.14
318	6000.00	0.14
319	6000.00	0.14
320	5768.63	0.13

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRES
321	9390.48	0.22
322	7916.72	0.18
323	5291.12	0.12
324	5275.00	0.12
325	5275.00	0.12
326	5275.00	0.12
327	5275.00	0.12
328	5275.00	0.12
329	5275.00	0.12
330	5275.00	0.12
331	5275.00	0.12
332	5275.00	0.12
333	5275.00	0.12
334	8947.83	0.21
335	8979.30	0.21
336	6000.00	0.14
337	6072.61	0.14
338	7000.70	0.16

ROAD CENTERLINE CURVE DATA				
	R	CHD-DIR	T	L
C10	60.0'	S35°52'10"E	104.05'	125.73'
C11	127.0'	S18°07'50"W	34.10'	66.83'
C12	150.0'	N15°51'40"E	33.97'	66.81'
C13	41.5'	N48°08'10"E	41.50'	65.19'
C14	26.0'	S41°53'50"E	36.00'	59.69'
C15	100.0'	S83°47'30"E	5.61'	11.09'
C16	100.0'	S82°17'40"E	3.05'	6.10'
C17	1000.0'	N01°51'30"E	21.70'	43.39'
C18	1000.0'	N01°51'30"E	21.70'	43.39'

PARCEL No: 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800

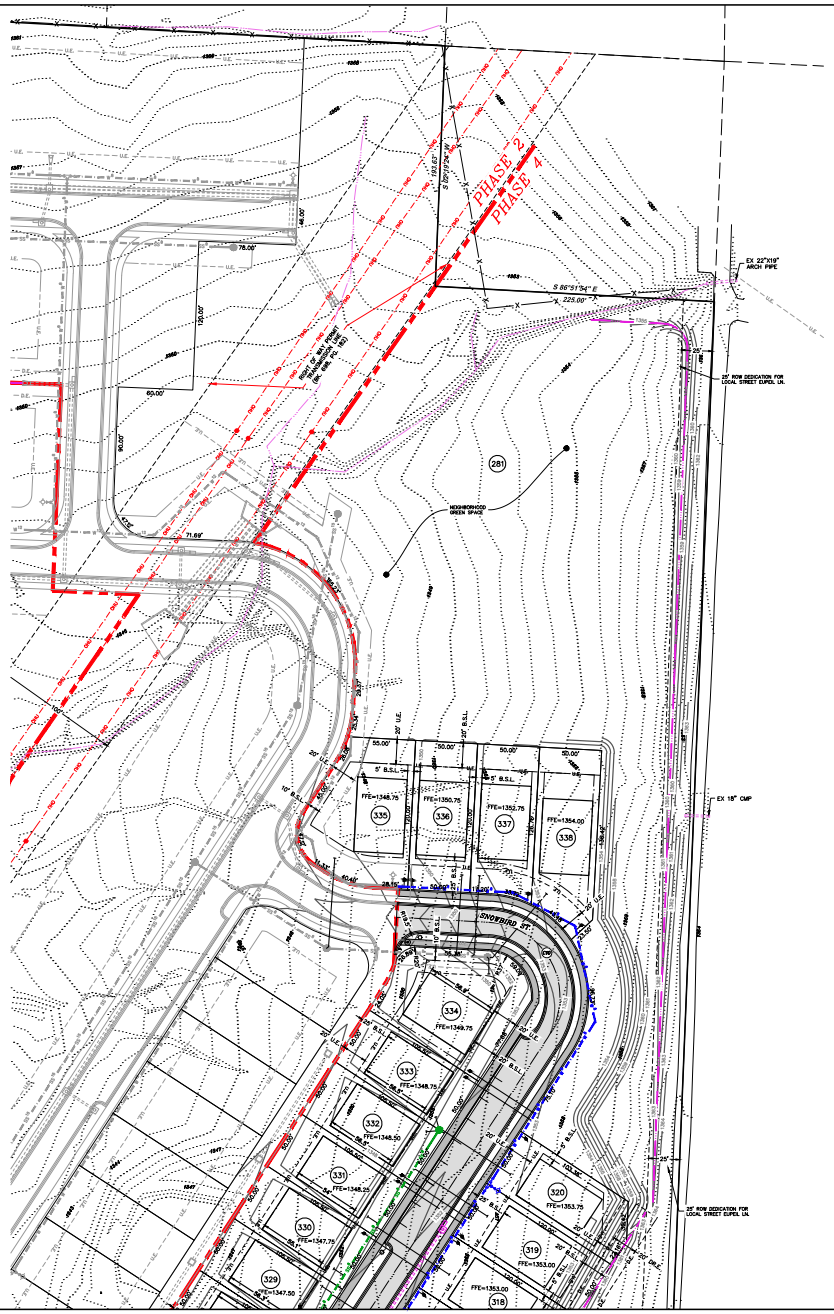
LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N86°53'53"W A DISTANCE OF 1309.56 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°20'41"E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP "AMA AR CDA 126"; THENCE LEAVING SAID NORTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP PLS 1156; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1156; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°19'24"W A DISTANCE OF 2443.48 FEET TO THE POINT OF BEGINNING, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #05143C0090 F, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: MAY 16, 2008.



LEGEND

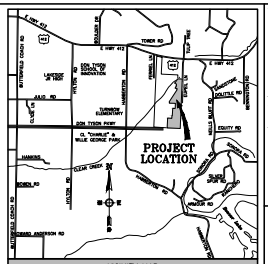
- IRON PIN FOUND
- IRON PIN SET
- PROPERTY LINE
- EX. EASEMENT LINE
- EX. BUILDING SETBACK LINE
- EX. ROAD CENTERLINE
- EX. CURB & GUTTER
- EX. CONTOUR
- PROPOSED CONTOUR
- EX. OVERHEAD POWER LINE
- EX. 8" SEWER LINE
- EX. STORM DRAIN LINE
- EX. WATER LINE
- EX. FIBER OPTIC LINE
- EX. WATER METER
- EX. FIRE HYDRANT
- EX. SEWER MANHOLE
- EX. POWER POLE
- EX. WATER VALVE
- EX. LIGHT POLE
- EX. WATER METER
- PROPOSED FENCE
- PROPOSED EASEMENT LINE
- PROPOSED SIDEWALK
- PROPOSED FIRE HYDRANT
- PROPOSED WATERLINE
- PROPOSED HADICAP RAMP
- PROPOSED STORM BOX & PIPE
- PROPOSED SEWER MANHOLE & PIPE

GRID

GRAPHIC REPRESENTATION ONLY

SCALE 1" = 50'

0 25' 50' 100'



OWNER: NWA LD LLC
PO BOX 10560
FAYETTEVILLE, AR 72703

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762

WORK ORDER #: 20933

CITY ZONING: PUD

SETBACKS: FRONT – 25'
SIDE – 5'
REAR – 20'
INTERSECTION SIDE – 10'

NOTES :

1. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6800 LUMENS. STREET LIGHTS ALONG E. HWY 412. SHALL BE A MINIMUM OF 11,000 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/ BILLED BY THE CITY.
2. ALL LOT CORNER RADII ARE 20' UNLESS OTHERWISE NOTED.
3. ALL STREET RIGHTS-OF-WAY WITHIN THE SUBDIVISION VARY BETWEEN 20', 46', and 50'-6" IN WIDTH.
4. A.D.A. ACCESSIBLE RAMPS TO HAVE A MAXIMUM INCLINATION RATIO OF 12:1.
5. ACCESSIBILITY FOR PERSONS WITH DISABILITIES IN PARKING LOTS AND BUILDING APPROACHES SHALL BE AS REQUIRED BY THE CURRENT ADA AND AS MAY FROM TIME TO TIME BE AMENDED.
6. MODIFIED CURB REQUIRED AT ALL DRIVES.
7. THE GLOBAL POSITIONING SYSTEM (GPS) AND CONVENTIONAL TERRESTRIAL SURVEYING EQUIPMENT PROVIDED THE RELATIVE POSITIONING FOR THE TOPOGRAPHIC, PLANIMETRIC AND BOUNDARY LOCATIONS SHOWN HEREON.
8. THE MAP PROJECTION IS REFERENCED TO THE HORIZONTAL CONTROL DATUM OF NAD83 (NORTH AMERICAN DATUM OF 1983), STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (0301). THE BASIS OF BEARINGS FOR THIS PLAT ARE STATE PLANE GRID BEARING. THE VERTICAL DATUM IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TWO TEMPORARY BENCHMARKS UTILIZING THIS DATUM ARE SHOWN HEREON.
9. ALL DEVELOPMENTS AFTER AUGUST 20, 2007 MUST HAVE UTILITY WIRES, LINES, AND/OR CABLES IN SAID DEVELOPMENTS MUST BE PLACED UNDERGROUND. EXCLUDING 12KV AND ABOVE.
10. ANY DAMAGE OR RELOCATION OF EXISTING UTILITIES SHALL BE AT THE DEVELOPER'S EXPENSE.
11. STREET NAMES MUST BE APPROVED BY THE CITY OF SPRINGDALE 911 ADDRESS COORDINATOR.
12. ALL CONDUITS PLACED BY DEVELOPER MUST HAVE 48 INCH COVER AT FINAL GRADE. (6–4" CONDUITS FOR ROAD CROSSINGS, ETC.)
13. LOT 336 IS TO BE USED FOR A DETENTION POND. THE ENTIRETY THE LOT IS A DRAINAGE EASEMENT.
14. THERE ARE NO KNOWN WETLANDS ON THIS PROPERTY.
15. NO KNOWN EROSION PROBLEMS EXIST ON THIS SITE.
16. STOCKPILING OF CONSTRUCTION SPOIL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED (6) MONTHS, PRIOR TO A FINAL INSPECTION OF THE GRADING PERMIT, THE FOLLOWING STANDARDS SHALL BE ACHIEVED FOR COMPLETION OF CONSTRUCTION.
17. DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY THE PLANNING COMMISSION, AND THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND NO SLOPES STEEPER THAN A 3:1 PITCH UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF ENGINEERING, AND NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND A HEAVY EQUIPMENT, STOCKPILES AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.
18. A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATION FORM MUST BE COMPLETED, STAMPED, AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT.
19. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ANY REQUIRED ADJUSTMENTS TO THE EXISTING WATER AND SEWER FACILITIES DUE TO SITE GRADING, PAVING, LOT LINE ADJUSTMENTS OR OTHER MATTERS.
20. IF PERIMETER WALLS, FENCES, OR SIGNS ARE PROPOSED FOR THE DEVELOPMENT, DETAILED DRAWINGS WILL NEED TO BE SUBMITTED FOR APPROVAL TO THIS OFFICE PRIOR TO THEIR CONSTRUCTION.
21. PLEASE BE ADVISED THAT PERMANENT STRUCTURES, BUILDINGS, SIGNS OR OTHER ITEMS SHALL NOT BE ERECTED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.
22. REMOVAL OF THE EXISTING BUILDING WILL REQUIRE A DEMOLITION PERMIT FROM THE BUILDING DEPARTMENT PRIOR TO ISSUING A DEMOLITION PERMIT, AN INSPECTION FOR ASBESTOS CONTAINING MATERIALS MUST BE PERFORMED BY A LICENSED ASBESTOS INSPECTOR AND A NOTICE OF INTENT MUST BE SUBMITTED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY – AIR DIVISION – ASBESTOS SECTION. HTTP://WWW.ADEQ.STATE.AR.US/AIR/PROGRAM/ (501) 682-0773.
23. EXISTING AND PROPOSED FIRE HYDRANTS AND METER SERVICES MUST BE LOCATED IN A GREEN SPACE A MINIMUM OF 4' BEHIND ANY CURB AND GUTTER AND 4' BEHIND ANY SIDEWALKS.
24. PLEASE BE ADVISED THAT THE FIRE HYDRANT PLACEMENT, FIRE HYDRANT LOCATION, AND OTHER ITEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SPRINGDALE FIRE DEPARTMENT, STATE FIRE CODE, OTHER AGENCIES, OR JURISDICTIONS.
25. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING POTABLE WATER METERS AND SANITARY SEWER TAPS FOR ALL PLOTTED LOTS WITHIN A SUBDIVISION.
26. THE SITE AREA OF DISTURBANCE IS GREATER THAN 0.5 ACRES. A GRADING PERMIT APPLICATION, A SWPPP DELINEATING ALL ANTICIPATED DISTURBED AREAS, A PLAN IN THOSE AREAS TO ACHIEVE FINAL STABILIZATION (WHICH AT MINIMUM MUST PROVIDE 80% GRASS COVERAGE AND 100%STABILIZATION), A DUST CONTROL PLAN WITH APPROPRIATE BMPS DESIGNED TO CONTROL DUST, AND AND APPROPRIATE FEE AS SHOWN ON THE APPLICATION MUST BE SUBMITTED TO THE CITY OF SPRINGDALE STORM WATER MANAGER FOR REVIEW PRIOR TO RECEIVING FINAL PLAN APPROVAL.
27. PHASING ON LARGER CONSTRUCTION SITES 5 ACRES OR MORE MUST BE UTILIZED TO ALLOW ONLY DISTURBANCE ON NEAR TERM CONSTRUCTION AREAS. CONSTRUCTION SITES REQUIRING CUTTING AND FILLING MUST BE SEEDED ONCE THE CUTTING AND FILLING ACTIVITY IS FINISHED.

FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #05143C0090 G, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

PP24-10

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ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

PRELIMINARY PLAT
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

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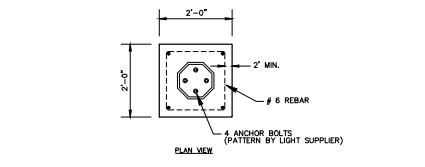
SCALE: 1"=50'

DATE: Jun 20, 2024

ENGINEER: TJA
DRAWN BY: AH

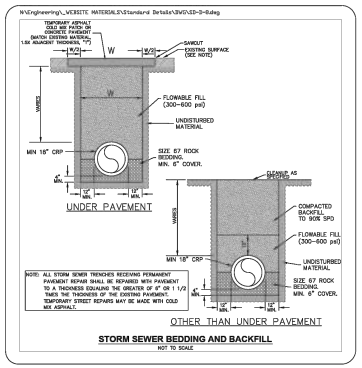
W.O. #: 20933

5



LIGHT POLE FOOTING DETAIL

NOT TO SCALE

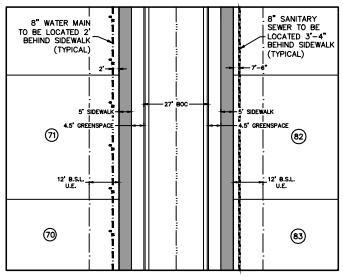


STORM SEWER BEDDING AND BACKFILL

NOT TO SCALE

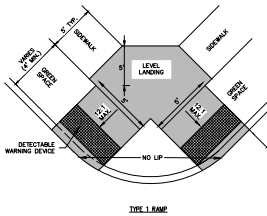
STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: OCTOBER 2016 DESIGNED BY: KPP DRAWN BY: KPP CHECKED BY: BNB APPROVED BY: BNB
SECTION D DROP INLET DETAILS	FILE NO. SD-D-8

SPRINGDALE
WATER MANAGED BY NATURE

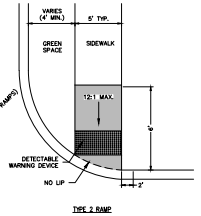


TYPICAL WATER AND SANITARY SEWER LOCATION

NOT TO SCALE

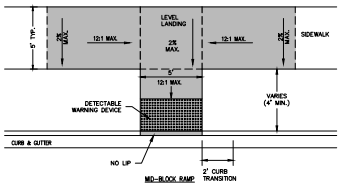


TYPE 1 RAMP



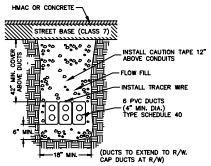
TYPE 2 RAMP

NOTES:
1) THE LENGTH OF THE RAMP SHALL BE SUCH THAT THE SLOPE DOES NOT EXCEED 12:1.
2) THE VERTICAL CLEARANCE SHALL BE MAINTAINED THROUGH THE AREA SHALL BE 80".
3) THE MINIMUM THICKNESS FOR THE RAMP, WALK, & LANDING SHALL BE 4".
4) DETECTABLE WARNING DEVICES SHALL BE PLACED AT THE LOCATIONS WHERE RAMPS CROSS A CURB.

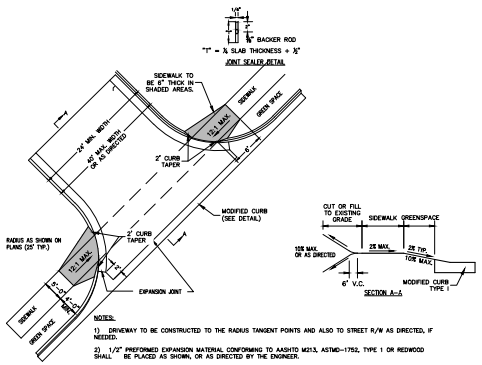


HANDICAP RAMP DETAILS

NOT TO SCALE



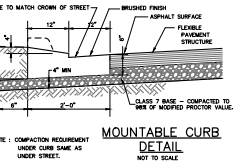
TYPICAL SECTION
6-4" UTILITY DUCTS



NOTES:
1) DRIVEWAY TO BE CONSTRUCTED TO THE RADIUS TANGENT POINTS AND ALSO TO STREET R/W AS DIRECTED, IF NEEDED.
2) 1/2" PREFORMED EXPANSION MATERIAL CONFORMING TO AASHTO M213, ASTMD-1752, TYPE I OR REDWOOD SHALL BE PLACED AS SHOWN, OR AS DIRECTED BY THE ENGINEER.
3) CONCRETE CURB TO BE SAW-CUT AT 15' INTERVALS PERPENDICULAR TO THE GUTTER LINE AND SEALED SEE DETAIL.
4) HANDICAP RAMP COMPLYING WITH A.D.A. REQUIREMENTS TO BE CONSTRUCTED AT ALL COMMERCIAL DRIVEWAYS.
5) CONTRACTION JOINTS TO BE PLACED IN CONCRETE DRIVEWAY SO THAT NO SLAB DIMENSION IS MORE THAN 15'.
6) DRIVEWAY SECTION TO BE 3" ASPHALT WITH 6" AGGREGATE BASE COURSE UNLESS OTHERWISE SPECIFIED.

DRIVEWAY DETAIL

NOT TO SCALE

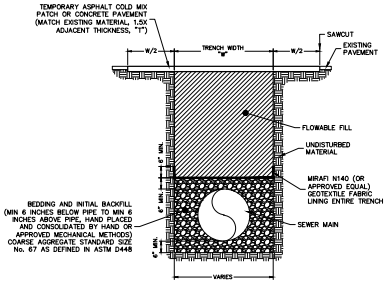


NOTE : COMPACTION REQUIREMENT UNDER CURB SAME AS UNDER STREET.

MOUNTABLE CURB DETAIL

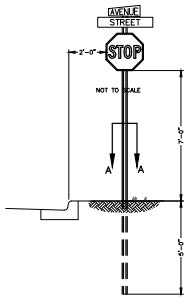
NOT TO SCALE

SNOWBIRD STREET
SUGARLOAF AVENUE



SEWER MAIN
TRENCH REPAIR DETAIL

NOT TO SCALE

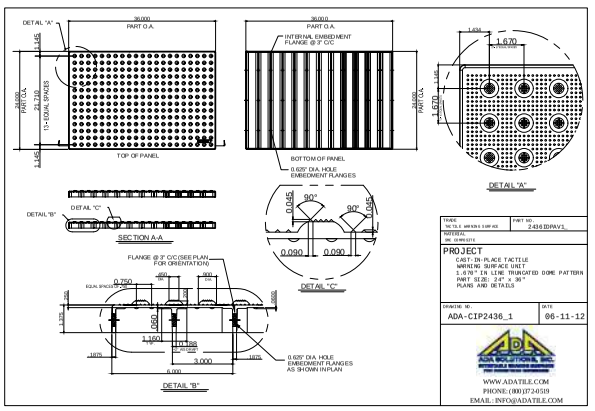


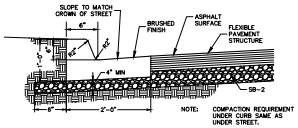
STOP SIGN
DETAIL

NOT TO SCALE

2 LB./FOOT
SECTION A-A
U-CHANNEL SIGN SUPPORT

NOTE : SIGN SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION AND AHTD AND WASHINGTON COUNTY STANDARDS



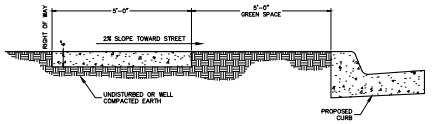


NOTE: COMPACTION REQUIREMENT UNDER CURB SAME AS UNDER STREET.

STANDARD 6" CONCRETE
CURB & GUTTER

NOT TO SCALE

DON TYSON PARKWAY



NOTE: PROVIDE EXPANSION JOINTS AT EACH STRUCTURE, CURB, AND A MINIMUM INTERVAL OF 200 FOOT.

NOTE: TRANSVERSE JOINTS BETWEEN EXPANSION JOINTS TO BE SCORED AT 5 FOOT INTERVALS.

SIDEWALK DETAIL

NOT TO SCALE

PP24-10

ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

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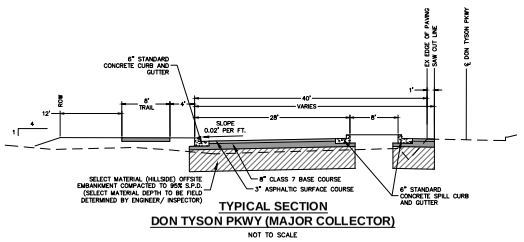
TYPICAL DETAILS
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

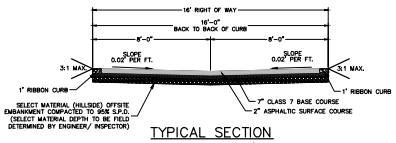
SCALE: N.T.S.
DATE: Jun 20, 2024
ENGINEER: TJA
DRAWN BY: JEC
W.O. #: 20933

26



TYPICAL SECTION
DON TYSON PKWY (MAJOR COLLECTOR)

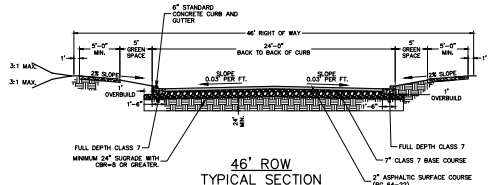
NOT TO SCALE



TYPICAL SECTION
ALLEY – 16'

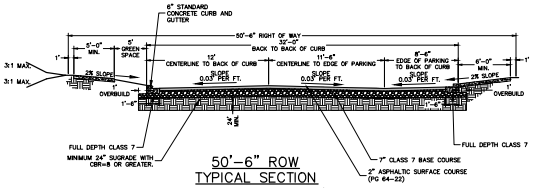
NOT TO SCALE

ALL STREET SECTIONS TO BE VERIFIED BY A GEOTECHNICAL ENGINEER



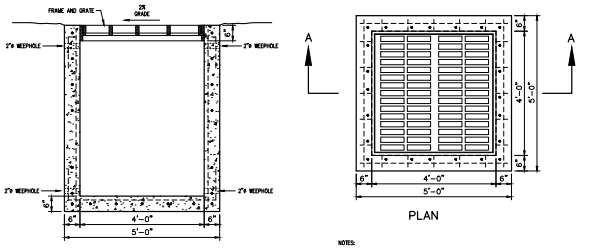
46' ROW
TYPICAL SECTION
LOCAL STREET–ASPHALT

NOT TO SCALE



50'–6" ROW
TYPICAL SECTION
LOCAL STREET–ASPHALT W/ PARKING

NOT TO SCALE



SECTION A–A

TYPICAL GRATED INLET

NOT TO SCALE

PLAN

NOTES:

ALL REINFORCING TO BE #5 BAR GRID @ 10" O.C., E.W. EXCEPT WHERE ALLOWANCES MUST BE MADE FOR PIPES, OPENING, OR MANHOLE RING.

NEOPRENE–COATED STEEL STEPS ARE TO BE INSTALLED IN ALL DROP INLETS AND JUNCTION BOXES WITH A DEPTH OF 4'–0" OR GREATER. STEP SPACING TO BE 12".

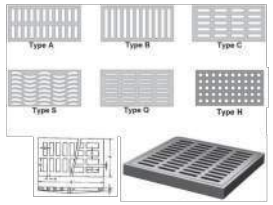
Dimensions in inches

Catalog No.	A	B	G	H	Type
Rectangular - Heavy Duty					
R-4721 *	18 1/2 x 28	1 1/2	2 x 4 1/2	1	C
R-4722	18 1/2 x 28	1 3/4	1 x 7 1/2	1	A
R-4726	20 x 22 7/8	1	1 1/16 x 8 1/4	1	A
R-4728 *	20 x 24	2	1 1/2 x 7 1/2	1 1/4	C
R-4738 *	20 x 24	2	1 x 5	1	A
R-4739 *	20 x 24	2	1 1/8 x 4 3/4	1	C
R-4740 *	20 x 28 1/2	2	1 3/4 x 6 1/4	1	C
R-4750 *	20 x 30	2	1 3/4 x 6 1/4	1	C
R-4790-1	20 x 48	2	1 1/2 x 5	1	A
R-4751	20 1/2 x 27	2	1 3/4 x 5 1/2	1	C
R-4752	20 1/2 x 39	1 7/8	2 x 5 3/4	1 1/8	C
R-4766 *	21 x 39 3/4	2 1/2	1 x 17	1 1/8	B
R-4735-B *	21 x 42	1 1/2	1 1/2 x 5 1/2	1	A
R-4735-C *	21 x 42	1 1/2	1 1/2 x 5 7/8	1	C
R-4753	22 x 22	1 3/4	1 1/2 x 8	1	C
R-4762 *	22 x 30	1 1/2	2 x 8 1/4	1	C
R-4781 *	22 x 37	2	2 x 8	1	C
R-4783-A * **	22 x 44	1 3/4	3 x 5 1/2	1	A or C
R-4791 *	22 x 48	2 1/2	1 5/8 x 5 3/8	1 1/4	C
R-4795 *	22 1/2 x 45	1 1/2	2 x 8	1	A
R-4798	23 1/4 x 38 1/2	2 3/4	1 1/2 x 7 1/4	1	C
R-4821-A *	23 7/8 x 38	2	1 11/16 x 4 15/16	1 1/4	C
R-4825 *	24 x 30	1 1/2	1 1/2 x 4 1/4	1 1/4	C
R-4825-A *	24 x 30	2 1/4	1 1/4 x 4 3/4	1	A
R-4825-B *	24 x 30	2 1/4	1 1/2 x 6	1	C
R-4828 *	24 x 33	2 1/4	2 x 4 1/2	1	A
R-4829 *	24 x 33	2 1/4	1 1/2 x 8 1/2	1 1/4	C
R-4837	24 x 35	2 1/2	1 1/2 x 8 1/2	1 1/2	A
R-4839 *	24 x 35 7/8	1 3/4	7/8 x 8 3/4	1	A
R-4842 *	24 x 38	2	2 x 4 3/4	1	C
R-4843 *	24 x 38	1 3/4	1 3/4 x 6	1	A
R-4853	24 x 39	2 1/2	1 3/4 x 5 3/4	1 5/8	A
R-4853-A	24 x 45	3	1 1/2 x 6 1/4	1 1/4	A
R-4853-B1	24 x 51	3	1 1/2 x 5	1 1/4	C
R-4855	26 x 30	2	1 1/2 x 5	1 1/4	A
R-4857	26 x 45	2	1 1/2 x 5 1/2	1	A
R-4893 *	28 x 37	2	1 3/4 x 7 5/8	1 1/4	C
R-4891 **	30 x 48	1 1/2	1 1/4 x 4 5/8	1 1/4	B
R-4893 ***	30 x 78	2	1 1/2 x 5	1 1/4	C
R-4893-B *	32 x 34	2	1 x 2	1	C
R-4894 *	32 x 39	2	1 1/2 x 6 1/2	1 1/4	C
R-4895-2 **	36 x 88	2	1 1/2 x 8 1/2	1 1/4	A

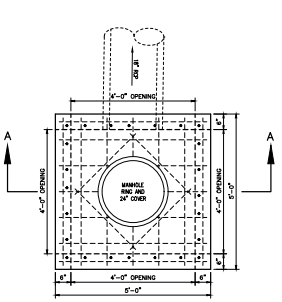
R-4891 **

* Light Duty.
¥ Convex.
✓ Meets traffic load called for in AA-1605 of 25,000# proof load.

R-4400 to R-4899 Series
Square and Rectangular Drainage Grates



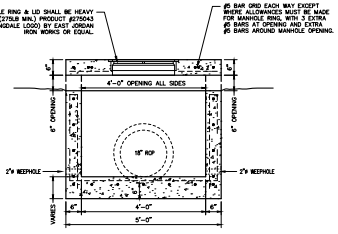
The gratings in this series are rated heavy duty when supported on all four sides.
Other special sizes quoted on request in the event none of the standards shown in this series meet your requirements.
In ordering replacement grates to be used on existing catch basins, be sure to specify the exact size of opening in which the grate will be used.
Many of the grates in this series can be adapted to trench frames with support on two sizes. Most are qualified as heavy duty when the short dimension spans the trench.
Advise loading requirements so we can assist you with your choice.



PLAN

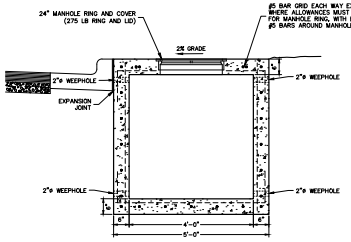
NOTES:

1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER.
2. ALL REINFORCEMENT BARS SHALL BE GRADE 60 AND SHALL HAVE A MINIMUM 1–1/2" COVER UNLESS OTHERWISE NOTED.
3. CURB INLET BACK OPENING LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. WHEN AN INLET IS PLACED ADJACENT TO CONCRETE PAVEMENT, THE GUTTER DEPRESSION SHALL BE FORMED IN CONCRETE PAVEMENT.
5. PIPES MAY ENTER BOX FROM ANY ANGLE OF ELEVATION AS DIRECTED BY THE ENGINEER. REINFORCING BARS SHALL BE CUT TO CLEAR PIPE BY 1–1/2".
6. THE EXPANSION JOINT SHALL HAVE A THICKNESS OF 1–1/2" AND CONFORM TO AASHTO M213.
7. REFER TO PLAN AND PROFILE SHEETS TO DETERMINE EXTENSIONS AND SIZE (IF ANY) ACCOMPANYING DROP INLETS.
8. EXTENSIONS WITH LENGTHS DESIGNATED ON THE PLANS EXCEEDING 8'–0" SHALL HAVE THE SAME INSIDE DEPTH DIMENSIONS AS STATED ON DETAILS UNLESS OTHERWISE NOTED.
9. CONCRETE FOR RECTANGULAR DROP INLETS SHALL BE CLASS A, 3000 PSI, 5.5 BAG MIX WITH 4–7% AIR ENTRAINMENT.
10. ALL REINFORCING TO BE #5 BAR GRID @ 10" O.C., E.W. EXCEPT WHERE ALLOWANCES MUST BE MADE FOR PIPES, OPENING, OR MANHOLE RING.
11. NEOPRENE–COATED STEEL STEPS ARE TO BE INSTALLED IN ALL DROP INLETS AND JUNCTION BOXES WITH A DEPTH OF 4'–0" OR GREATER. STEP SPACING TO BE 12".
12. BOTTOM OF DRAINAGE BOX TO BE AT 0.5% MINIMUM SLOPE FROM INLET TO OUTLET.



SECTION A–A

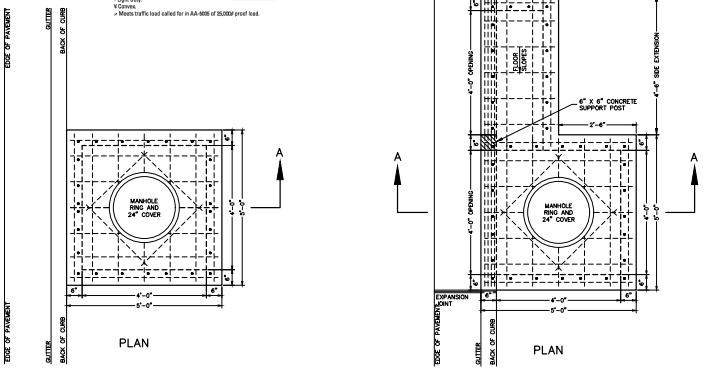
AREA INLET



SECTION A–A

TYPICAL JUNCTION BOX

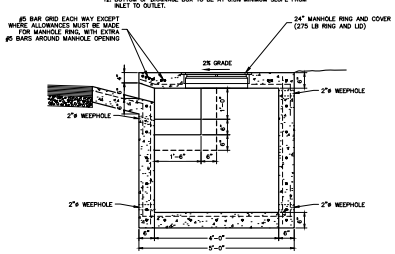
NOT TO SCALE



PLAN

NOTES:

1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER.
2. ALL REINFORCEMENT BARS SHALL BE GRADE 60 AND SHALL HAVE A MINIMUM 1–1/2" COVER UNLESS OTHERWISE NOTED.
3. CURB INLET BACK OPENING LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. WHEN AN INLET IS PLACED ADJACENT TO CONCRETE PAVEMENT, THE GUTTER DEPRESSION SHALL BE FORMED IN CONCRETE PAVEMENT.
5. PIPES MAY ENTER BOX FROM ANY ANGLE OF ELEVATION AS DIRECTED BY THE ENGINEER. REINFORCING BARS SHALL BE CUT TO CLEAR PIPE BY 1–1/2".
6. THE EXPANSION JOINT SHALL HAVE A THICKNESS OF 1–1/2" AND CONFORM TO AASHTO M213.
7. REFER TO PLAN AND PROFILE SHEETS TO DETERMINE EXTENSIONS AND SIZE (IF ANY) ACCOMPANYING DROP INLETS.
8. EXTENSIONS WITH LENGTHS DESIGNATED ON THE PLANS EXCEEDING 8'–0" SHALL HAVE THE SAME INSIDE DEPTH DIMENSIONS AS STATED ON DETAILS UNLESS OTHERWISE NOTED.
9. CONCRETE FOR RECTANGULAR DROP INLETS SHALL BE CLASS A, 3000 PSI, 5.5 BAG MIX WITH 4–7% AIR ENTRAINMENT.
10. ALL REINFORCING TO BE #5 BAR GRID @ 10" O.C., E.W. EXCEPT WHERE ALLOWANCES MUST BE MADE FOR PIPES, OPENING, OR MANHOLE RING.
11. NEOPRENE–COATED STEEL STEPS ARE TO BE INSTALLED IN ALL DROP INLETS AND JUNCTION BOXES WITH A DEPTH OF 4'–0" OR GREATER. STEP SPACING TO BE 12".
12. BOTTOM OF DRAINAGE BOX TO BE AT 0.5% MINIMUM SLOPE FROM INLET TO OUTLET.



SECTION A–A

TYPICAL DROP INLET

NOT TO SCALE

PP24-10

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ENGINEERING SERVICES INC.
1207 SOUTH OLD MISSOURI RD.
SPRINGDALE, ARKANSAS 72764

TYPICAL DETAILS
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

SCALE: N.T.S.
DATE: Jun 20, 2024
ENGINEER: TJR
DRAWN BY: JEC
W.O. #: 20933

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PP24-10

Exhibit D

A 13' x 6'-4" x 12" Deep Boulder Stone Monument

B 96" x 37" Sandblasted Logo, Backfilled with Black Satin Paint

C 144" x 18" x 18" Stone Masonry Base, Color to Match Monument Sandstone Color

Black Satin Paint Finish

Project: Rausch Coleman Cottages at Clear Creek	Customer Approval: Via Phone: ☐ Via Email: ☐	Date: 2-14-2024	
Address:	Rev. No.	Sales Rep: Roland	
		Designer: Pearson	

Proof Disclaimer: An email or fax stating your approval constitutes the total and final approval to produce your job as is on this proof or with changes indicated.
While we make every attempt to eliminate mistakes in our proof progression, sometimes oversights occur. You have the final responsibility for review to ensure there are no errors. Oversights that require the job to be reproduced will be done at your expense.

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Signs will be built to meet UL specifications if required. UL LISTED

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SPRINGDALE™
WE'RE MAKING IT HAPPEN

Plat Application

Date: 04/25/2024 Permit No.: 240136

Applicant / Owner

Applicant Name:	Engineering Services, Inc.	Owner Name:	NWA LD, LLC
Address:	1207 S Old Missouri Rd	Address:	PO BOX 10560
City, State, Zip:	[Applicant City, State, ZIP]	City, State, Zip:	Fayetteville, AR 72703
Phone:	[Applicant Phone Number]	Phone:	479-225-5456
Email:	kramirez@engineeringservices.com	Email:	ben.kennedy@rch.com
Application Contact:	Representative		

Property

Job Address:	S of E. Robinson Ave & North of Don Tyson	Rezone Required:	N/A
Parcel No(s).:	815-36190-900,815-36190-400,815-36190-100,815-36190-300,815-36190,815-36190-500,-200,815-36190-600,815-36190-700,815-36190-800	Total Acreage:	24.69
Current Zoning:	PUD		

Project

Representative:	Engineering Services, Inc.	Project Type:	Final Plat
E-mail:	kramirez@engineeringservices.com		
Address:	1207 S Old Missouri Rd		
Phone:	479-751-8733		

APPLICANT & REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approvals. I understand that the City of Springdale may not approve what I am applying for, or may place conditions for approval.

Keren Ramirez	04/25/2024
Name	Date

FP24-06

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RECORDING INFORMATION

FINAL PLAT

OF

COTTAGES AT CLEAR CREEK - PHASE 2

SPRINGDALE

WASHINGTON COUNTY, ARKANSAS

FP24-06

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 628,168 FEET.

FEMA FLOOD PLAIN ZONE:

PART OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE 'A', DESIGNATED AS AN AREA WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. AS SHOWN ON THE F.I.R.M. MAP # 05143C0080 F, PANEL 80 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 25, 2024.

PART OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE 'X', (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE F.I.R.M. MAP # 05143C0080 F, PANEL 80 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 25, 2024.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS BASED ON ABOVE GROUND FEATURES ONLY AND THE CITY OF SPRINGDALE GIS MAP.

REFERENCES:

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

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

A. **WARRANTY DEED:** NWA LD, LLC, RECORDED APRIL 2, 2021, FILE NO. 2021-12324.

B. **ALTA/NSPS LAND TITLE SURVEY:** BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, RECORDED IN STATE FILE NO. 2022050591870.

C. **BOUNDARY SURVEY:** BY ENGINEERING SERVICES, INC., RODNEY WOODS, AR PLS NO. 1559, RECORDED IN STATE FILE NO. 2022110469032.

SURVEY DESCRIPTION:

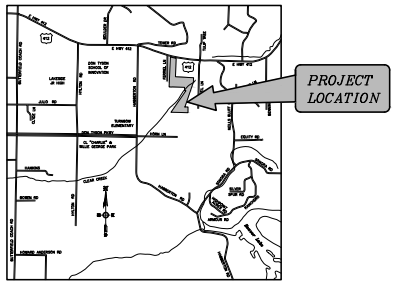
PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, N86°51'41"W A DISTANCE OF 225.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND IRON PIN WITH CAP "HMA AR CDA 126"; THENCE LEAVING SAID SOUTH LINE, S02°19'24"W A DISTANCE OF 183.63 FEET; THENCE S38°12'15"W A DISTANCE OF 252.83 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 98.00 FEET, AN ARC LENGTH OF 142.41 FEET AND A CHORD BEARING AND DISTANCE OF S38°31'41"E - 130.21 FEET; THENCE S03°06'07"W A DISTANCE OF 29.37 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 98.00 FEET, AN ARC LENGTH OF 51.42 FEET AND A CHORD BEARING AND DISTANCE OF S18°37'55"W - 50.83 FEET; THENCE S33°09'43"W A DISTANCE OF 45.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.12 FEET AND A CHORD BEARING AND DISTANCE OF S11°50'17"E - 42.43 FEET; THENCE S56°50'17"E A DISTANCE OF 11.33 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 77.00 FEET, AN ARC LENGTH OF 40.40 FEET AND A CHORD BEARING AND DISTANCE OF S71°52'05"E - 39.94 FEET; THENCE S86°53'53"E A DISTANCE OF 20.48 FEET; THENCE S03°06'07"W A DISTANCE OF 51.51 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 103.80 FEET, AN ARC LENGTH OF 23.11 FEET AND A CHORD BEARING AND DISTANCE OF S26°46'59"W - 23.06 FEET; THENCE S33°09'43"W A DISTANCE OF 697.30 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 22.04 FEET AND A CHORD BEARING AND DISTANCE OF S18°07'55"W - 21.78 FEET; THENCE S03°06'07"W A DISTANCE OF 43.06 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S41°53'53"E - 28.28 FEET; THENCE S86°53'53"E A DISTANCE OF 87.65 FEET; THENCE N86°35'17"E A DISTANCE OF 76.24 FEET; THENCE S86°53'53"E A DISTANCE OF 120.00 FEET; THENCE S03°06'07"W A DISTANCE OF 292.00 FEET; THENCE N86°53'53"W A DISTANCE OF 120.00 FEET; THENCE N03°06'07"E A DISTANCE OF 76.00 FEET; THENCE N86°53'53"W A DISTANCE OF 753.54 FEET; THENCE N34°41'07"E A DISTANCE OF 1322.98 FEET; THENCE N87°39'19"W A DISTANCE OF 69.29 FEET; THENCE N02°20'41"E A DISTANCE OF 168.00 FEET; THENCE N87°39'19"W A DISTANCE OF 620.00 FEET; THENCE S83°12'09"W A DISTANCE OF 46.59 FEET; THENCE N87°39'19"W A DISTANCE OF 120.00 FEET TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4; THENCE ALONG SAID WEST LINE, N02°20'41"E A DISTANCE OF 307.43 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERN RIGHT-OF-WAY OF E ROBINSON AVENUE (U.S. HIGHWAY 412), SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG SAID RIGHT-OF-WAY LINE, S76°33'35"E A DISTANCE OF 265.12 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S57°16'25"W A DISTANCE OF 826.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 9; THENCE ALONG SAID SOUTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO THE **POINT OF BEGINNING**, CONTAINING 24.69 ACRES, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR 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: _____
S. CRAIG DAVIS, PLS 1156



VICINITY MAP

NOTES:

1) 1/2" REBAR WITH CAP "PLS 1156" SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE MONUMENTED.

2) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.

3) ALL SIDEWALKS ARE 5' 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.

4) ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 8' FROM THE SIDE PROPERTY LINE.

5) STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6,800 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/BILLED BY THE CITY.

TITLE COMPANY'S CERTIFICATE:

I, _____, A _____
REPRESENTING _____ CERTIFY THAT I HAVE EXAMINED THE REAL ESTATE RECORDS OF _____ COUNTY, ARKANSAS AND FIND THAT THE LAST GRANTEE OF RECORD OF THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PARTIES EXECUTING THE OWNERS CERTIFICATE. THIS CERTIFICATE IS SOLELY FOR THE USE AND BENEFIT OF THE CITY OF _____ ARKANSAS AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON. _____ LIABILITY FOR THIS CERTIFICATE TO THE CITY OF _____ ARKANSAS SHALL BE EXPRESSLY LIMITED TO THE AMOUNT PAID FOR THIS CERTIFICATE.

_____ _____
NAME

_____ _____
TITLE

EXECUTED THIS _____ DAY OF _____, 20_____ A.D.

TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

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

OWNER / DEVELOPER: NWA LD, LLC
PO BOX 10560
FAYETTEVILLE, AR 72703

_____ _____
SIGNATURE DATE

RESOLUTION: RESOLVED THAT _____, HEREBY AUTHORIZES _____ TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS FINAL PLAT.

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

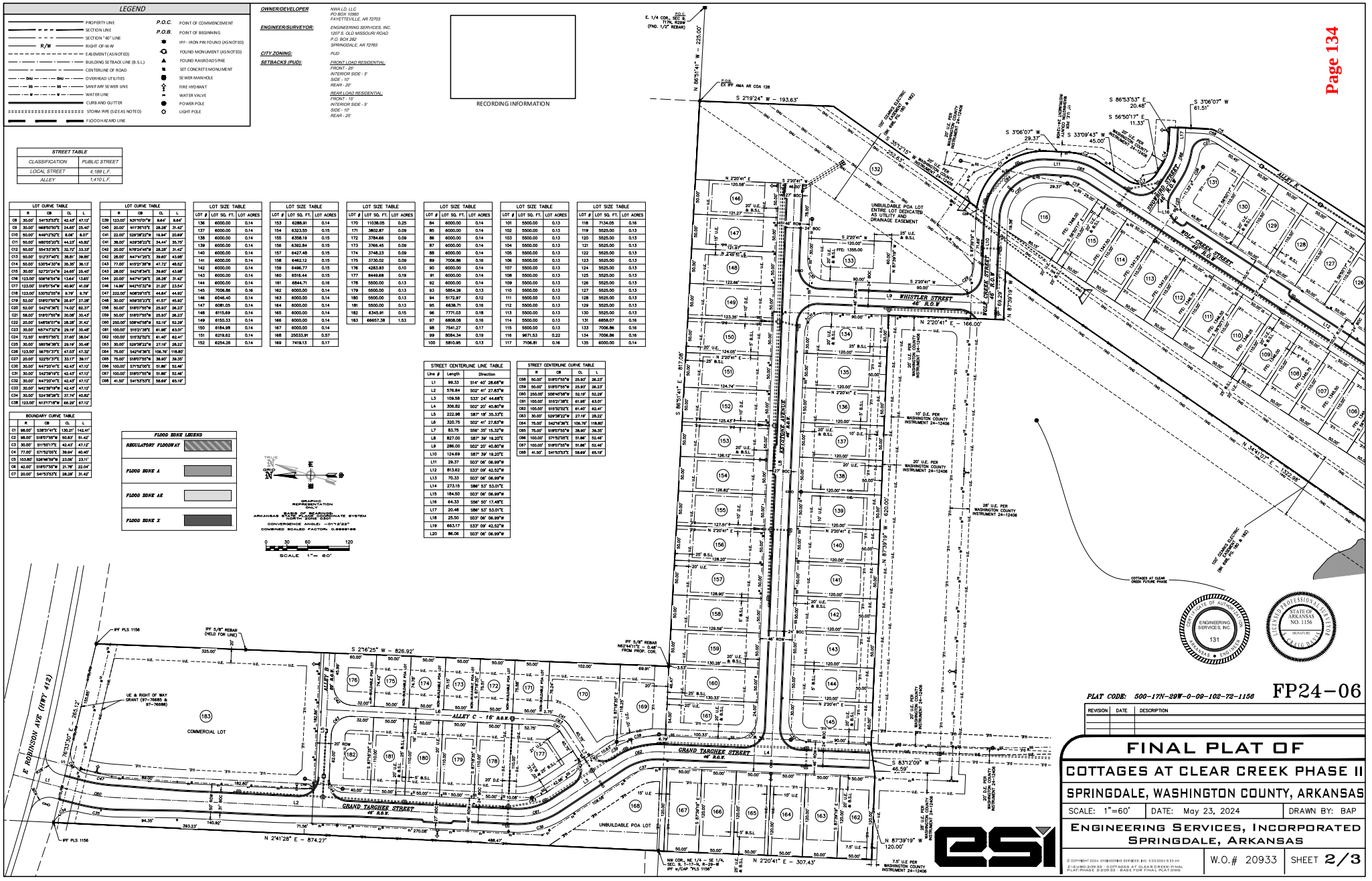
DATE: _____ SIGNATURE: _____

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

PLAT CODE: 500-17N-29W-0-09-102-72-1156



PLAT CODE: 500-17N-29W-0-09-102-72-1156

FP24-06

REVISION	DATE	DESCRIPTION

FINAL PLAT OF

COTTAGES AT CLEAR CREEK PHASE II

SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=60' | DATE: May 23, 2024 | DRAWN BY: BAP

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

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P:\SURVEY\20933 - COTTAGES AT CLEAR CREEK\ FINAL PLAT\PHASE 2\20933 - BASE FOR FINAL PLAT.DWG

W.O.# 20933 | SHEET 2/3

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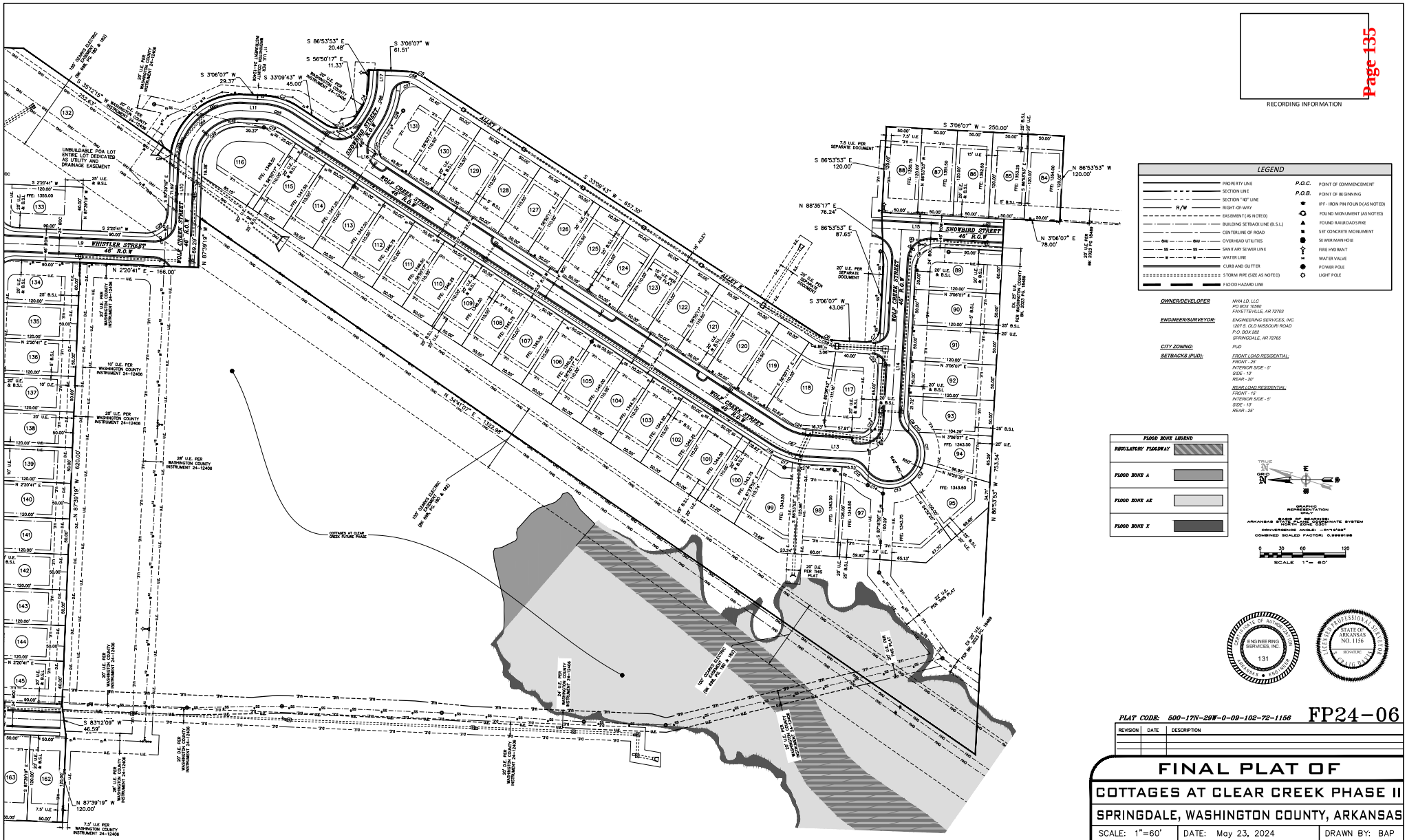

LEGEND

PROPERTY LINE	P.O.C. POINT OF COMMENCEMENT
SECTION LINE	P.O.B. POINT OF BEGINNING
SECTION "40" LINE	IPF - IRON PIN FOUND (AS NOTED)
R/W RIGHT-OF-WAY	FOUND MONUMENT (AS NOTED)
EASEMENT (AS NOTED)	FOUND RAILROAD SPIKE
BUILDING SETBACK LINE (B.S.L.)	SET CONCRETE MONUMENT
CENTERLINE OF ROAD	SEWER MANHOLE
OHU OVERHEAD UTILITIES	FIRE HYDRANT
SS SANITARY SEWER LINE	WATER VALVE
W WATER LINE	POWER POLE
CURB AND GUTTER	LIGHT POLE
STORM PIPE (SIZE AS NOTED)	
FLOOD HAZARD LINE	

OWNER/DEVELOPER NWA LD, LLC, PO BOX 10560, FAYETTEVILLE, AR 72703

ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC., 1207 S. OLD MISSOURI ROAD, P.O. BOX 282, SPRINGDALE, AR 72765

CITY ZONING: PUD

SETBACKS (PUD):

FRONT LOAD RESIDENTIAL
FRONT - 25'
INTERIOR SIDE - 5'
SIDE - 10'
REAR - 20'

REAR LOAD RESIDENTIAL
FRONT - 15'
INTERIOR SIDE - 5'
SIDE - 10'
REAR - 25'

FLOOD ZONE LEGEND
REGULATORY FLOODWAY
FLOOD ZONE A
FLOOD ZONE AE
FLOOD ZONE X

GRAPHIC REPRESENTATION ONLY
BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE 3301
CONVERGENCE ANGLE: -01°13'23"
COMBINED SCALED FACTOR: 0.9999196

SCALE 1"= 60'

ENGINEERING SERVICES, INC. 131

STATE OF ARKANSAS NO. 1156

PLAT CODE: 500-17N-29W-0-09-102-72-1156

FP24-06

REVISION	DATE	DESCRIPTION

FINAL PLAT OF

COTTAGES AT CLEAR CREEK PHASE II

SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=60'	DATE: May 23, 2024	DRAWN BY: BAP

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

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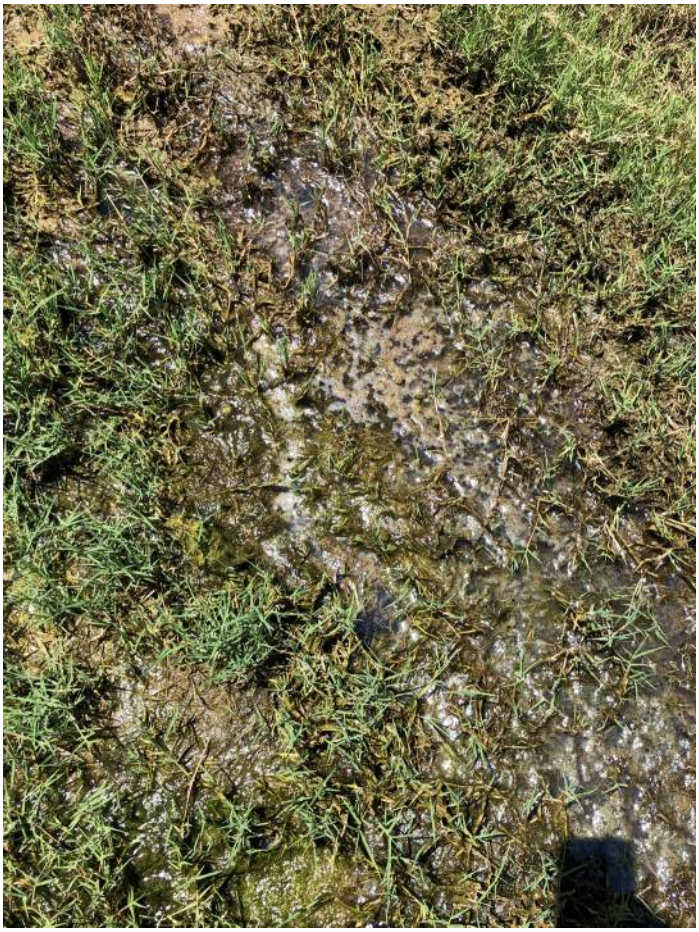
W.O.# 20933 | SHEET 3/3

Shared Green Space, Front Yards Photo



Standing Water - Public Green Space - Detail

Standing in Green Space

Standing Water - Public Green Space - Detail

Overall Photo of Green Space

Grade of Green Space

29.8 % Grade

Grade - Green Space Location 02

39.3% Grade

Front Yard - Entry Steps

Front Yard - Entry Steps

Front Yard Grade

39.4% Grade

View from Street - Frontage

Parking along Don Tyson

ENGINEERING SERVICES INC.
1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282 Ph: 479-751-8733 • Fax: 479-751-8746

May 30, 2024

Mrs. Patsy Christie, Director
Springdale Planning Department
City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72762

RE: Cottages at Clear Creek PUD
Revised PUD Applications

Mrs. Christie,

On behalf of our client, we are submitting application materials to revise the previously approved Planned Unit Development for Cottages at the Creek PUD, which is situated on 83.4 acres in east Springdale. The PUD will include 327 residential lots and 1 commercial lot. Property Owner/Developer is NWA LD, LLC.

We are requesting to revise the PUD to accomplish three objectives:

- Adjust lots in Phase 4 along the east side of the property to minimize wall construction and relocate the lift station. Total number of residential lots is being reduced relative to originally approved plan.
- Adjust depth of lots near revised FEMA flood map to avoid creating residential lots within the floodway.
- Relocate proposed playground and picnic tables at northeast corner of project from phase 3 slightly east into phase 4.

We are submitting rezoning and preliminary plat applications to accomplish this.

Please let me know if you have any questions or need any further information regarding this request.

Sincerely,

Daniel Lazenby

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WHORTON CONSTRUCTION OF NW ARKANSAS INC
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SPRINGDALE, AR 72766
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PLETSCH, JAMES DAVID &
KLAIRYN ELAINE YOUNG
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SPRINGDALE, AR 72764
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MANDELLA, JOSEPH A &
BASSETT, BECKY
3515 SWEETGUM LN
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ALEXANDER, VERONICA MARIA &
CHARLES ELDON IV
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SPRINGDALE, AR 72764
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COLES, JEFF & KIM
5280 HORN LN
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FLORES, CHRISTIAN IVAN
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HARRIS, MATTHEW ALLEN &
CARA MARIE; BEVARD,
JAMES ROGER & STEPHANIE
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ROGERS, AR 72756
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CARPENTER, PAULA N
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GONZALEZ, BRAYAN JILBERTO ROMERO
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STEPHANIE PAIGE
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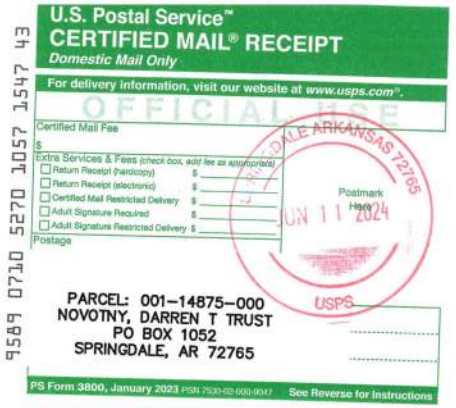
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19569 NEILLS BLUFF RD
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WHITELEY, CONNIE SUE &
LOY ALLEN SR REVOCABLE
3011 HABBERTON RD
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FRIENDSHIP BAPTIST CHURCH
5395 E ROBINSON AVE
SPRINGDALE, AR
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The following minutes will be verbatim.

C. R24-30 Cottages at Clear Creek, REVISED
5331 E. Robinson Avenue & North of Don Tyson Parkway
From PUD to Revised PUD
PP24-10 Cottages at Clear Creek, Phase IV, REVISED
FP24-06 Cottages at Clear Creek, Phase II

Mr. Cloud: The next item up for discussion is R24-30 Cottages at Clear Creek Revised. We also have Preliminary Plat and Final Plat presented by Engineering Services Incorporated.

Mr. Appel: Thank you, Jason Appel with ESI. We're requesting a modification of the previously approved PUD, mainly just two changes to that document. One, reflected in Phase III: the flood zone changed in January, and a couple of lots ended up in the floodway. The rear 5 feet of those lots ended up in the new floodway with that new map change, so we've modified the lot sizes within those lots to be reduced by 5 feet. Additionally, we changed the layout of Phase IV, but other than that, all the standard parts and pieces of the PUD still apply.

Ms. Christie: Are you ready for staff comments?

Mr. Cloud: Yes.

Ms. Christie: In 2020, Cottages at Clear Creek, a Planned Unit Development (PUD), was approved for an 83.4-acre tract containing 332 residential lots and one commercial lot along Highway 412, with the developer intending to build and sell homes on the lots or sell the lots. The project had three general types of residential lots: front-load lots, rear-load lots, and collaborative lots, along with a 1.5-acre lot at the north entrance. The intent of the development was to provide a unique mixture of single-family residential lot types with creative green space areas that provide opportunities for recreation while preserving natural areas. It identified one unique feature as an area of rear-load homes in Phase I near Don Tyson Parkway, which faces a pedestrian courtyard.

The adopted Development Plan states that the IV Phases, the initial phases, are anticipated to include Phase I only but may include a combination of one or more additional phases.

Phase I construction will include the pedestrian courtyard amenity. Phase II construction will include the playground with seating areas, and each Phase includes neighborhood green spaces. The revised Development Plan includes IV phases. Phase I is already completed. Phase I Construction included the pedestrian courtyard amenity, and we'll talk about that one in a minute.

Construction of Phase II is substantially complete, and the Final Plat has been submitted for approval.

I'm not sure what amenities are in place for it. Phase III construction will include the installation of the playground with seating areas, which will be physically located in Phase IV. I'm not sure why you can't just include it in Phase III if you're completing it in Phase III, but we'll get back to that.

Each phase includes neighborhood green spaces. The adopted Development Plan states the following:

The subdivision will include two pedestrian courtyards. These are neighborhood green space areas located in front of a group of rear-load houses. These courtyards are substituted for the street, which would typically be built in this location and provide a completely unique look and feel for those homes not available elsewhere in Springdale.

By definition in the Multi-Family Residential Design Areas and Standards, a neighborhood green shall be landscaped and shall contain multiple-use areas, walking paths, plazas, pavilions, picnic tables, benches, or other similar features for various age groups to enjoy.

The current pedestrian courtyards do not meet this standard, and no revisions were included in the revised PUD.

I think we've got some pictures of what that courtyard looks like, and we'll talk about that in a minute. The adopted Development Plan states that the developer will install several types of low-impact development features within the common open space areas. They include bioretention basins, rain gardens, native plantings, and impervious pedestrian paths. These practices will help to improve infiltration, create natural amenities, improve water quality, and convey stormwater in an appealing way through neighborhood open space.

These LID practices will be implemented in open space where residents can engage with them and they can improve the overall appearance of the neighborhood. Current installations meeting this requirement have not been identified, and a revision was not included in the revised plan. The adopted Development Plan states the following: The developer will install a playground with seating areas in the large green space provided at the northeast corner of the subdivision. An image of the play structure similar in size and type to the proposed equipment for Cottages at Clear Creek was attached in that document.

The revised plan referred to attached covenants, and I'm assuming you're not making any amendments to the covenants because those weren't provided. All these items need to be addressed before a recommendation of approval of the revised PUD development plan. I just can't recommend it until we get some of these issues addressed. You can see

some pictures of the areas. Is this the area that slopes down to the street or down to the common areas?

Ms. Tromburg: That one on the right. These are the ones that go down to the street. Some of our pictures have shifted since we saved them, so apologies, you may have to tilt your head.

Ms. Christie: Okay, that doesn't really provide a lot of usable space, green space in the front of that. Can we go to the ones that…? And the slope on that? What is the slope on that? There is… is that the area that is 39% or something like that?

Mr. Hritz: Yes, ma'am. When we went out, this area was 39%. We saw some that were in between 29% and 39% in other areas.

Ms. Christie: And that's a hard area to mow, I would think. Okay, let's go to the ones that are behind that are supposed to be the neighborhood greens. Do we have pictures of those? I think it's similar; there's no bio, no low-impact development features in any of those. There are utility boxes. We did request that they go back and put the sidewalks in, so I don't think this meets the requirements of what was established in the PUD when it was approved. And we're looking at that same kind of thing going into Phase IV, correct?

Mr. Appel: Yes.

Ms. Christie: Okay, what's going to be done differently with that one than what's been done now and is there going to be anything done to meet the standards of the PUD Development with this?

Mr. Appel: I understand there were sidewalks and green space in Phase I, in that area.

Ms. Christie: Well, there's green space, but it's just open green space with utility boxes and stuff in it, and it has water standing in the bottom of it. I was under the impression there were going to be low-impact development features in that area so it became more of a usable area.

Mr. Appel: I think the low-impact development features were within the Creek area that we discussed early on.

Ms. Christie: Okay, so has any of that been done?

Mr. Appel: Not to my knowledge, no, but I think that's the location that we had identified previously, I don't think it addresses it in the PUD in the location, in the form of location.

Ms. Christie: The development plan states that the subdivision will include two pedestrian Courtyards. These are neighborhood green areas, space areas located in front of a group of rear-load houses, that's what this is.

Mr. Appel: Right. Green space and sidewalk.

Ms. Christie: But by definition and it says, these courtyards are substituted for the streets, will be typically be built and provide a completely unique look and feel for these homes. It's a unique look but, I don't think it's what we had in mind.

This PUD I will admit it, was developed by somebody else but, when you buy into a PUD, you buy into the PUD, the way it was designed and the way it was supposed to move forward and I'm not sure we're getting that. So those are my comments. I can't recommend revisions to this PUD until some of these issues are addressed.

Mr. Cloud: Do we have any public comments? Any comments from the commission?

I will state that I drove out there to the site today and, typically when I think about a PUD, I think of nice amenity packages for allowing people to do things that typically wouldn't be able to be done because it creates a unique environment and sense of place. I didn't find that anywhere in this Phase based on looking at the PUD and how it was written and submitted, I don't believe the Phase that's been completed complies with anything or most things that were included in that PUD so I'm kind of with Patsy on this. I don't think that the PUD that has been submitted has been here to and I haven't seen a revised PUD to look at, so based on that I think it's hard to move forward in my opinion.

Ms. Tromburg: Also, for the rezoning, the development plan I think it has a use unit error that lists Use Unit 4 as permitted on the residential lots which is for, like, cultural recreational and health facilities.

Ms. Christy: Yeah, I didn't get to that but, that was one, it wasn't included in the original as a residential use it was only in the commercial uses, so was that is that just a typo or is that an intentional change?

Mr. Appel: Must be a typo. We weren't intending to change it.

Mr. Cloud: Any other comments by commission?

Ms. Christy: I have one more, those, what are they called? what's the other lot type that we talked about?

Ms. Tromburg: Collaborative lots.

Ms. Christy: Collaborative lots, what are going to happen with those areas behind that? Because originally, they were supposed to be where they would put garages and that, but you have individual numbers for those lots, so are they intended to be sold separately?

Mr. Appel: No, we added an A lot there basically just to make sure that they're combined with the same lot so it's the same intent is what it's what it was.

Ms. Christie: Okay, because there was a change when you brought in but went back and fixed that one.

Mr. Appel: The other one was, we had two different lot numbers and we were going to do a POA maintained area there, we took that off it's all back to the…

Ms. Christy: Okay, and so in essence what somebody could do, would buy a lot that would face out onto the street and have a detached garage that goes to the back. Now, there's nothing in the PUD that allows that detached garage to be an ADU and I didn't know if you guys have thought about being able to add that as a, you know, a living quarters above the garage because we didn't add that to it I don't know if that was what you intended to do or not.

Mr. Appel: No, first I've heard of it.

Ms. Christy: Okay.

Mr. Cloud: There are no more comments, we need to call for the vote.

Mr. Hussein: Call for the vote.

Mr. Cloud: Mr. Hussein called for the vote.

Ms. Christie: This is a call for the vote for the revised PUD zoning only, right? Okay

Voting is done electronically.

VOTE:

YES: Austin, Cardiel, Reynolds, Tyler

NO: Cloud, Couch, Hussein, Keith

Mr. Cloud: We have four (4) yes and four (4) no on the revised zoning.

Ms. Christie: Okay, so the revised PUD does not pass. You have the right to appeal that decision to the City Council you have to file that appeal within 15 days and indicate why you think the planning commission's decision was an error, and, I don't know that we can move forward because there are so many unanswered questions on the Phases that we have. I know Phase IV for sure, because, and you made some changes to the lot sizes in that in II as well?

Mr. Appel: Nothing changed in II I'd like to proceed to Phase II Final Plat and then Phase III, so, and then the Phase III Preliminary Plat with Phase IV Preliminary Plat obviously if the PUD doesn't change then we can't move forward with those. But we didn't change anything in Phase II, so, we like proceed with Phase II Final Plat.

Ms. Christie: Show me again what Phase II is. Okay, what amenities are in Phase II and Phase I that if we didn't continue with this project, any at all, would we have any of those amenities in those two phases?

Mr. Appel: We're obviously continuing because we're almost done with Phase III from the infrastructure side and we've discussed the amenity being bonded for in Phase II with the playground structure and then it will be built with Phase III that was you know, part of our conversation.

Ms. Christie: Okay and, did you submit a bottom out based on what was submitted as that structure?

Mr. Appel: I don't think we have yet but we will before signing the Final Plat Phase II.

Ms. Christie: Okay, do we have engineering and planning comments on, if we're looking at that final plat that's all we're looking at is the final plat, right? Okay.

Ms. Tromburg: Correct, and there were a few edits in the revised development plan that were dependent for the Final Plat for Phase II mainly just the playground maybe a mention of the collaborative lots but for in addition to standard comments for the Final Plat of Phase II so please bond for that Phase IV playground and there was an estimate that has been submitted, it just not has not been reviewed yet. For the collaborative lots and I think this is noted in that development plan that the typical lot depth is listed as 200 feet and I think that's for both the lots but that seems to include that alley and, that alley is dedicated as public right of way so I think that needs to be revised to reflect 184 to 185 feet for those lots. If there were any restrictions, I think Patsy already mentioned this if they're buildable, if there's any restrictions, if there's any setbacks themselves on those collaborative lots, we were hoping to have that reflected in the development plan prior to finishing the Final Plat as well as that Use Unit mentioned that we already went over and I think that is all for Phase II.

Ms. Hollingshead: Engineering comments: There are eight lots that will need flood plain development permits approved before you can get a building permit, slots 212 through 217 and then 237 and 238, please provide a table on the plat with the minimum finished floor elevations for those lots in the flood plain and then also for those adjacent to ponds and drainage and then submit the final closeout items.

Mr. Cloud: Any public comment regarding the final plat? Any commission comments? Can you explain what we would be voting for considering the PUD revision did not pass but yet we're looking at a Final Plat, just help us understand what we'd be voting on this.

Ms. Christie: We're saying with this Final Plat approval that that section of the PUD meets the original Final PUD documents as was approved.

Mr. Cloud: Got it, yeah, I guess my standard comment is I don't feel confident in that myself. That's what this vote is for. So Final Plat, this is a motion to approve this contingent upon staff comments.

Ms. Keith: And are we just talking about the Phase II, not Phase IV, correct?

Mr. Cloud: Yeah, we're voting to motion subject to staff comment on Phase II only Final Plat.

Mr. Couch: Motion subject to staff comments.

Mr. Cloud: Motion by Mr. Couch.

Mr. Cardiel: Second.

Mr. Couch: Second by Mr. Cardiel.

Voting is done electronically.

VOTE:

YES: Couch, Reynolds, Tyler

NO: Cardiel, Cloud, Hussein, Keith, Austin

Mr. Couch: That is five (5) no three (3) yes , that does not pass.

Mr. Appel: Can we just get some clarification; I mean, we built Phase II per the original PUD and it's built and now it's not approved that's something that's kind of… we just need some clarification from what's going on.

Ms. Christie: I would suggest that we schedule for this Work Session in July, that you guys come in and sit down and we talk about what's going on with this PUD and how we get these things cleared up so you guys can move forward. Coming in with whatever changes you've made gives everybody a chance to identify what was built correctly and what still needs to be done. does this phase have that detention pond in it that hasn't had anything done to it?

Ms. Hollingshead: It's located in Phase III but it is required to be finished before Phase II can be plotted, or signed off on.

Ms. Christie: And have you signed off on that?

Ms. Hollingshead: No, not yet they're still working on that pond.

Ms. Christie: This couldn't be finalized until you all do that anyway.

Mr. Appel: They've finished the grading we've certified the pond internally we just haven't turned over all the final documents to the staff for the Final Plat for Phase II. It's typical process.

Ms. Christie: Does it have any LID features in it or anything like that?

Ms. Hollingshead: It hasn't been sodded yet.

Ms. Christie: And it has a trickle channel in it.

Mr. Appel: Yes.

Ms. Christie: My suggestion would be, or would you all be agreeable to being at a work session on whatever the day it is?

Mr. Appel: I guess we would have been agreeable to a work session the last time we came in to visit with staff about the changes and we thought we were in order, you know, and if we knew that there was going to be some sort of conflict and, we could have maybe address it.

Ms. Christie: Well, about what needed to be changed, but you all didn't address a lot of the items that were in the document. I'm assuming you're still doing them. I mean, you said there were no other revisions except those that were made, and then when I ask you where is the LID, where is that kind of stuff, how is the courtyard mentioned, you didn't change any of that, so that means we go back to that, right? And I'm asking, do you have the LID features that are asked for in part of the bio-retention basins, the rain gardens, have you done any of that? I assumed when you gave the revisions that that was all you were going to revise and all the rest of this would have been taken care of. Maybe that's an assumption on my part I shouldn't have made.

Mr. Fulcher: Jesse Fulcher, last time when we met, we talked about that we were getting pricing on native grasses that we talked about with engineering I think we mentioned that to planning staff as well that's all going into the stream channel that's what was just completed with Phase II because we had to cross the stream channel. The park we've submitted the pricing to staff because you asked us to bond that before you'd give us Phase III. Phase II is a completed project we walked it with staff, it's done, there's nothing differentiating between what we built in Phase II and what was shown on the PUD.

Ms. Christie: Other than you got to have the detention pond for Phase III in Phase III to make Phase II work that's what Katie just said.

Mr. Fulcher: And we were told to bond that we had to go in and reshape the bottom we finish that work we just have to finish sodding that, but again, that's been bonded and it's been built exactly to plan everything in Phase II has been built to plan.

Ms. Christie: With Native grasses and all that stuff going in?

Mr. Fulcher: That's what we've asked to do, yes.

Ms. Christie: Have you submitted that to be approved?

Mr. Fulcher: We've submitted a list of grasses, yes.

Ms. Christie: Katie, have you looked at that?

Ms. Hollingshead: I have not seen a plant list yet, no.

Ms. Christie: Okay.

Mr. Hritz: I don't think we've seen one either.

Mr. Fulcher: Okay, well I'll double check that that got in but, again, Phase II went through construction plan approval based on the PUD it was approved because it matched the PUD. We went and executed construction, finished it, missed the last meeting and then we come before this meeting and we are kind of hearing new information and then we're getting denied on a project that we built according to the plans.

Ms. Christie: No, you're not hearing new information because that's in the PUD Development Plan it has been there since 2020. I didn't bring up anything new that wasn't already part of the plan and your revisions didn't address any of that, I'm not sure.

Mr. Fulcher: Phase II didn't have any revisions.

Ms. Christie: Well, the PUD itself has to go as a total package and I quite honestly, the first Phase doesn't look like it meant the PUD documents either, we probably should have held that one up but I mean the Planning Commission voted, you guys want to reconsider? I mean, that's the only thing we can do at this point.

Mr. Cloud: I'm ready to move forward. Thank you for your time.

Ms. Christie: Okay, do you want to try to make it to a work session, do we want to? Do we have a commitment that we would meet with them at a work session so we can get to some kind of resolution of this so they know where we are and we can move forward with this?

Mr. Cloud: I'd be happy to I think it'd be a great idea.

Mr. Fulcher: We'd be happy to meet.

Ms. Christie: Okay, that way I think we can all get on the same page and know what we're expecting and know how we can move forward and maybe you can get Phase II go ahead and approved and move on. But we've got to have some changes out there and it's got to come up to the PUD document that we have or you got to submit another revision and then the Planning Commission has to decide if they want to approve that revision.

Mr. Fulcher: Thank you.

Mr. Cloud: Thank you.

July 3, 2024

Engineering Services, Inc
1207 S Old Missouri Rd
Springdale, AR 72764

RE: R24-30 Rezone 5331 E. Robinson Avenue

At the July 2nd, 2024 meeting of the Springdale Planning Commission, your request of rezoning the property from Planned Unit Development District (PUD) to Revised Planned Unit Development District (PUD) at the above location was denied.

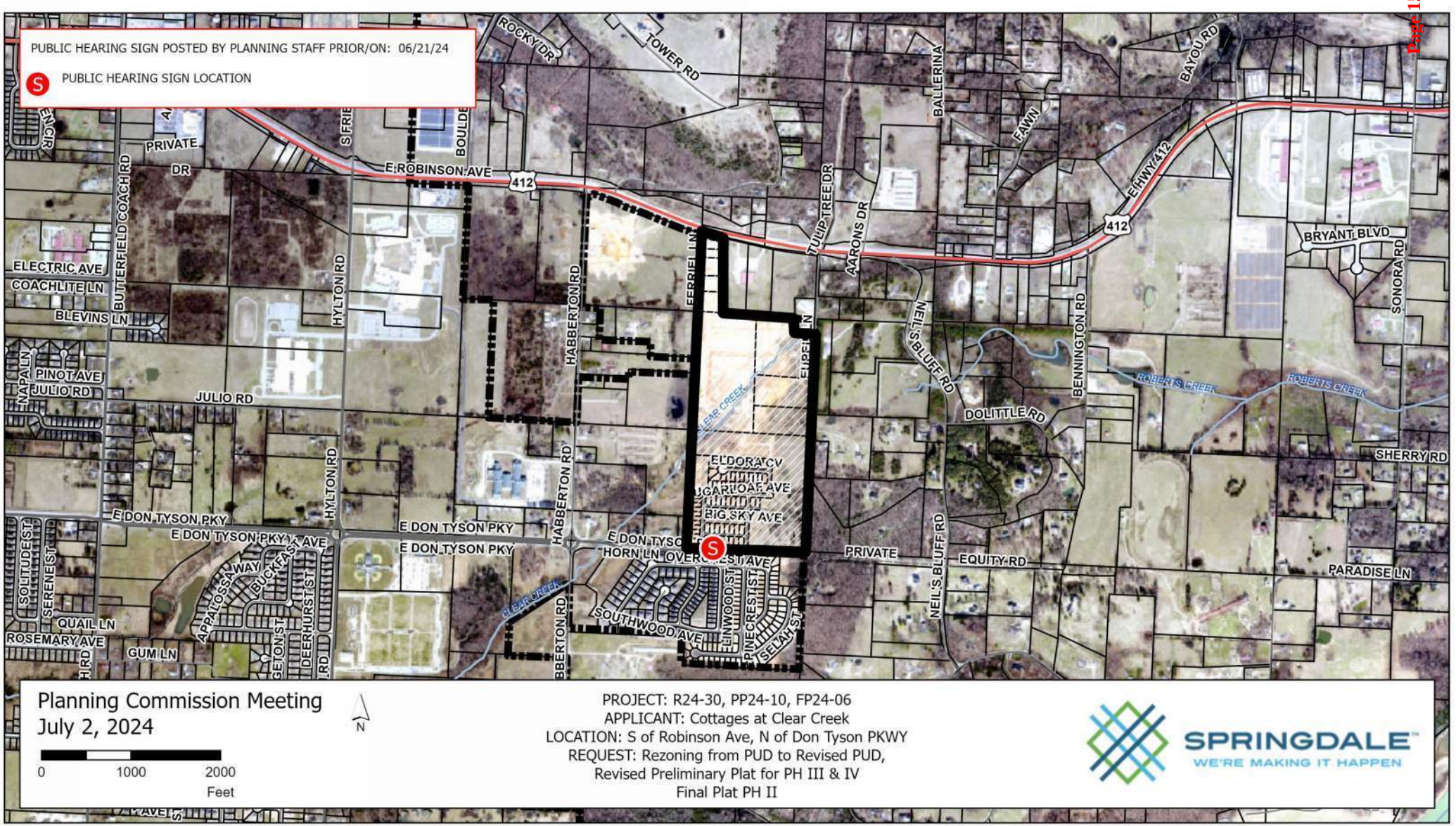
The Planning Commission's decision may be appealed in writing to the City Clerk's office within fifteen (15) days provided that the petitioner explains why it's felt that the Planning Commission erred in its decision. It is required that adjacent property owners are notified of the appeal to the City Council.

Respectfully,

Patsy Christie

Patsy Christie, Director
Planning and Community Development Division

Cc: File



Planning Commission Meeting
July 2, 2024

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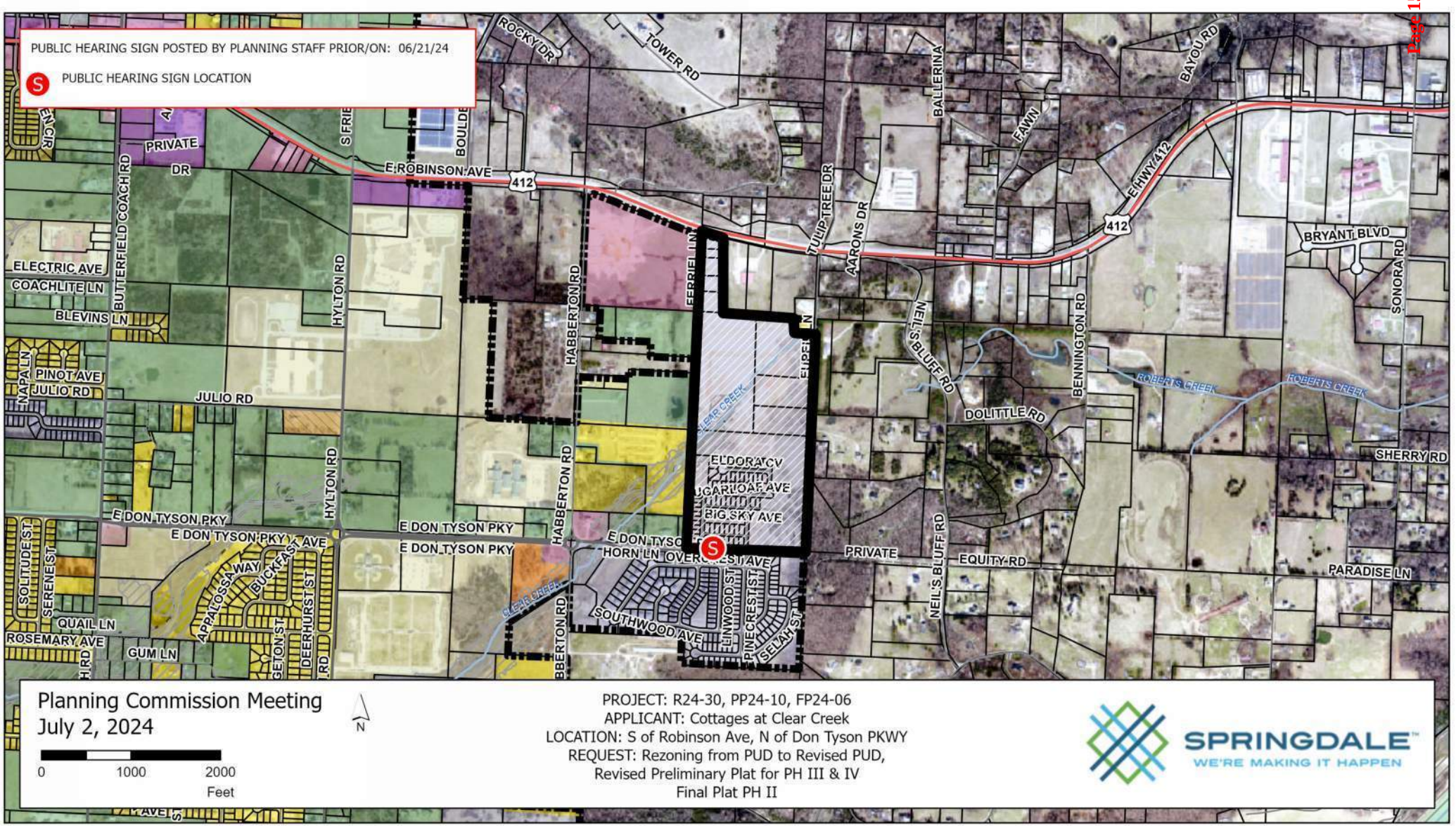
PROJECT: R24-30, PP24-10, FP24-06
APPLICANT: Cottages at Clear Creek
LOCATION: S of Robinson Ave, N of Don Tyson PKWY
REQUEST: Rezoning from PUD to Revised PUD,
Revised Preliminary Plat for PH III & IV
Final Plat PH II

SPRINGDALE
WE'RE MAKING IT HAPPEN


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 06/21/24
PUBLIC HEARING SIGN LOCATION
ROCKY DR
TOWER RD
BALLERINA
BAYOU RD
FAWN
E ROBINSON AVE
412
TULIP TREE DR
AARONS DR
E HWY 412
BRYANT BLVD
SONORA RD
BUTTERFIELD COACH RD
PRIVATE DR
ELECTRIC AVE
COACHLITE LN
BLEVINS LN
HYLTON RD
HABBERTON RD
NEIL S BLUFF RD
BENNINGTON RD
NAPA LN
PINOT AVE
JULIO RD
ROBERTS CREEK
DOLITTLE RD
SHERRY RD
E DON TYSON PKY
SOLITUDE ST
SERENE ST
QUAIL LN
ROSEMARY AVE
GUM LN
APPALOSSA WAY
BUCKSKIN ST
DEERHURST ST
BIG SKY AVE
HORN LN
SOUTHWOOD AVE
LINWOOD ST
PINECREST ST
SELAH ST
CLEAR CREEK
PRIVATE
EQUITY RD
PARADISE LN
Planning Commission Meeting
July 2, 2024
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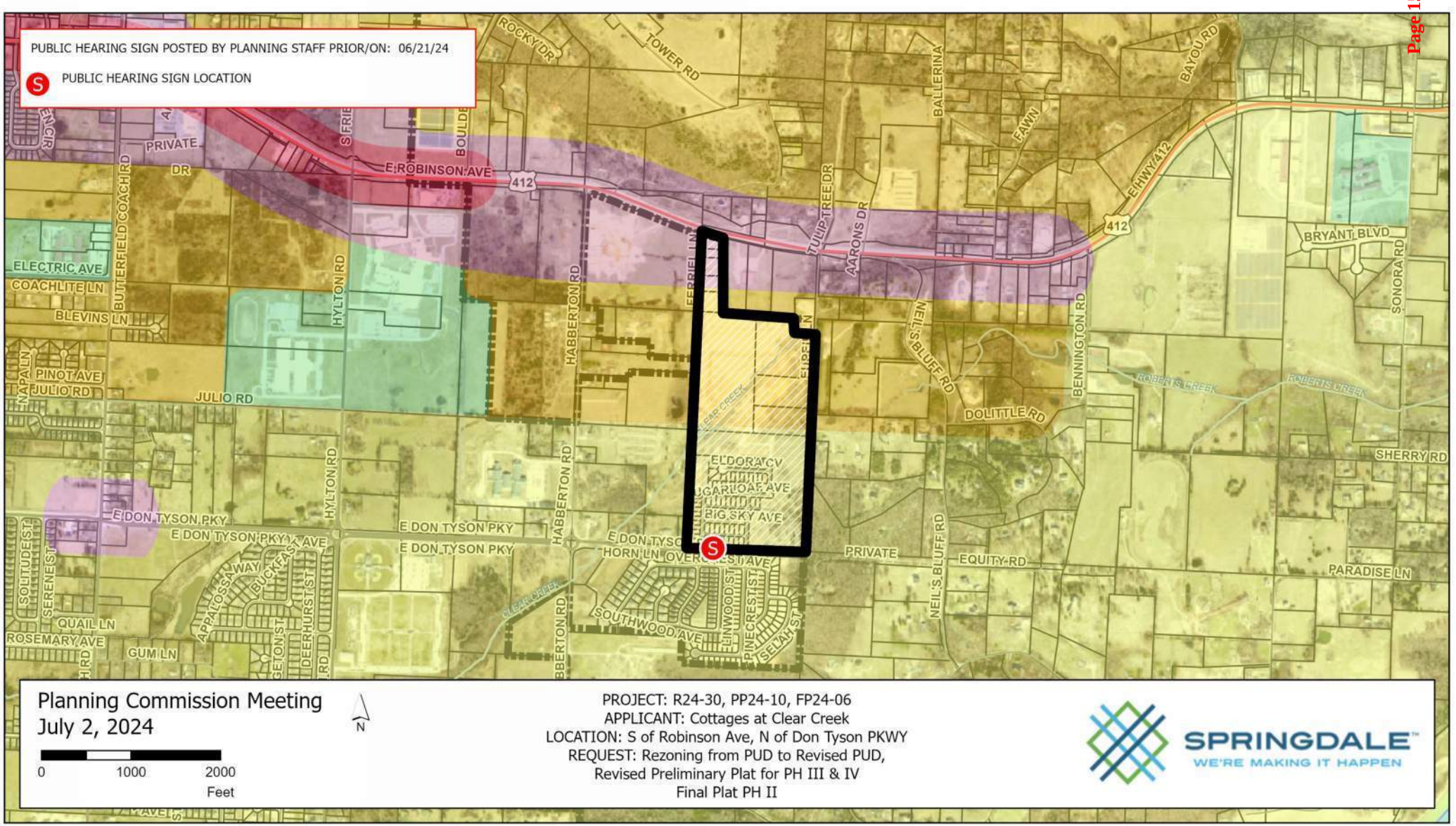
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COACHLITE LN
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SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE

PROJECT NO. 23BPS1

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds $1,000,000, and;

WHEREAS, the City of Springdale has contracted with Crossland Heavy Contractors to construct the W Emma Avenue Extension from 40th Street to 48th Street, and;

WHEREAS, the City has received an invoice of $1,592,170.79, and;

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 Crossland Heavy Contractors $1,592,170.79 with funds from the 2023 Street Bond Fund.

PASSED AND APPROVED this_____day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, CITY CLERK

APPROVED:

_____
Ernest B. Cate, CITY ATTORNEY

MONTHLY INVOICE
PREPARED BY
GARVER

PROJECT NAME:	Har-Ber Avenue Extension 48th Street to 40th Street Ph. 2	INVOICE NUMBER:	3
		FROM:	06/01/24
OWNER:	City of Springdale 201 Spring Street Springdale, AR 72764	TO:	06/30/24
		GARVER PROJECT NUMBER:	2302659
CONTRACTOR:	Crossland Heavy Contractors, Inc. 501 S. East Avenue Columbia, KS 66725	CONTRACT COMPLETION DATE:	06/04/25
		DATE WORK BEGAN:	04/11/24
CONTRACT DATE:	February 15, 2024	SUBSTANTIAL COMPLETION:	

CONTRACT AMOUNT:			CONSTRUCTION TIME:		
ORIGINAL:	$	16,539,926.50	ALLOTTED:	420	Calendar Days
CHANGE ORDERS:	$	-	SUSPENDED:		Calendar Days
REVISED:	$	16,539,926.50	USED:	81	Calendar Days

13% of Contract Amount Used To-date

19% of Contract Time Used To-Date

Weather Time Added This Invoice	0	Total Weather Time To Date	22
Other Delays Claimed This Invoice	0	Total Other Delays To Date	0

CERTIFICATION, RECOMMENDATION, & APPROVAL

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) all contract labor standards requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work; and (5) the quantities shown on the attached Unit Price Schedule reflect the quantities complete at the closing date of this invoice period.

Certified By:
CONTRACTOR: Crossland Heavy Contractors, Inc.

By: _____

Date: 07/09/2024

Recommended By:
ENGINEER: Garver

By: _____

Date: Digitally Signed 07/12/2024

Approval for Payment By:
OWNER: City of Springdale

Approved By: _____

Date: _____

Total Amount of Work Done	$	2,131,954.25
Plus Materials Stored	$	-
TOTAL	$	2,131,954.25
Less Retainage (5% of Total Amount of Work Done)	$	106,597.71
Difference	$	2,025,356.54
Less Previous Payments	$	433,185.75
AMOUNT DUE ON CONTRACT THIS INVOICE	$	1,592,170.79

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GARVER

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Approved By: _____

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AMOUNT DUE ON CONTRACT THIS INVOICE	$	1,592,170.79

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION 48TH STREET TO 40TH STREET PH. 2

INVOICE NUMBER: 3

TO: 06/30/24

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
1	Roadway Construction Control	LS	1.0	$ 225,000.00	1.0	0.20	$ 45,000.00	0.30	$ 67,500.00
2	Trench and Excavation Safety Systems	LS	1.0	$ 10,000.00	1.0	0.10	$ 1,000.00	0.10	$ 1,000.00
3	Clearing and Grubbing	LS	1.0	$ 180,000.00	1.0	0.20	$ 36,000.00	0.90	$ 162,000.00
4	Undercut and Backfill	CY	9,700.0	$ 41.00	9,700.0	0.00	$ -	0.00	$ -
5	Rock Excavation	CY	500.0	$ 250.00	500.0	0.00	$ -	0.00	$ -
6	Unclassified Excavation (Plan Quantity)	CY	10,319.0	$ 16.50	10,319.0	4,128.00	$ 68,112.00	4,128.00	$ 68,112.00
7	Embankment (Plan Quantity)	CY	47,381.0	$ 24.00	47,381.0	16,584.00	$ 398,016.00	16,584.00	$ 398,016.00
8	Subgrade Preparation (Plan Quantity)	SY	8,445.0	$ 1.00	8,445.0	0.00	$ -	0.00	$ -
9	Curb Backfill and Grading	Sta.	30.5	$ 1,800.00	30.5	0.00	$ -	0.00	$ -
10	4" Topsoil Placement (Yard Areas)	SY	37,600.0	$ 1.50	37,600.0	0.00	$ -	0.00	$ -
11	Undercut and Stone Backfill	TON	1,500.0	$ 39.00	1,500.0	0.00	$ -	0.00	$ -
12	18" Class III R.C. Pipe	LF	711.0	$ 111.00	711.0	0.00	$ -	0.00	$ -
13	30" Class III R.C. Pipe	LF	72.0	$ 315.00	72.0	0.00	$ -	0.00	$ -
14	36" Class III R.C. Pipe	LF	122.0	$ 232.00	122.0	122.00	$ 28,304.00	122.00	$ 28,304.00
15	38"x24" Class III Elliptical R.C. Pipe	LF	199.0	$ 275.00	199.0	0.00	$ -	0.00	$ -
16	12" HDPE	LF	158.0	$ 89.00	158.0	0.00	$ -	0.00	$ -
17	15" HDPE	LF	22.0	$ 136.00	22.0	0.00	$ -	0.00	$ -
18	18" R.C. FES	EA	5.0	$ 2,400.00	5.0	0.00	$ -	0.00	$ -
19	30" R.C. FES	EA	2.0	$ 2,200.00	2.0	0.00	$ -	0.00	$ -
20	36" R.C. FES	EA	2.0	$ 3,000.00	2.0	2.00	$ 6,000.00	2.00	$ 6,000.00
21	38"x24" Elliptical R.C. FES	EA	2.0	$ 2,750.00	2.0	0.00	$ -	0.00	$ -
22	4' Drop Inlet (Type MO)	EA	15.0	$ 8,100.00	15.0	0.00	$ -	0.00	$ -
23	5' Drop Inlet (Type MO)	EA	3.0	$ 11,000.00	3.0	0.00	$ -	0.00	$ -
24	6' Drop Inlet (Type MO)	EA	2.0	$ 15,000.00	2.0	0.00	$ -	0.00	$ -
25	4'x5' Drop Inlet (Type Special Reverse Throat)	EA	2.0	$ 18,500.00	2.0	0.00	$ -	0.00	$ -
26	6'x6' Drop Inlet (Type Special Reverse Throat)	EA	1.0	$ 25,600.00	1.0	0.00	$ -	0.00	$ -
27	4' Drop Inlet Extension	EA	12.0	$ 2,250.00	12.0	0.00	$ -	0.00	$ -
28	8' Drop Inlet Extension	EA	3.0	$ 3,100.00	3.0	0.00	$ -	0.00	$ -
29	24" Nyloplast Heavy Duty Catch Basin with Cast Iron Grate	EA	2.0	$ 6,400.00	2.0	0.00	$ -	0.00	$ -
30	Drop Inlets Adjusted to Grade	EA	1.0	$ 4,800.00	1.0	0.00	$ -	0.00	$ -
31	Channel Excavation (Plan Quantity)	CY	2,225.0	$ 10.00	2,225.0	0.00	$ -	0.00	$ -
32	Erosion Control Fabric	SY	1,717.0	$ 35.00	1,717.0	0.00	$ -	0.00	$ -
33	Concrete Channel Paving	SY	855.0	$ 100.00	855.0	0.00	$ -	0.00	$ -
34	Rip Rap (18" Thick) (D50=5")	SY	50.0	$ 49.00	50.0	0.00	$ -	0.00	$ -
35	Rip Rap (24" Thick) (D50=10")	SY	55.0	$ 75.00	55.0	0.00	$ -	0.00	$ -
36	Rip Rap (30" Thick) (D50=14")	SY	60.0	$ 92.00	60.0	0.00	$ -	0.00	$ -
37	6" Aggregate Base Course (Class 7)	SY	8,445.0	$ 14.50	8,445.0	0.00	$ -	0.00	$ -
38	Asphalt Concrete Hot Mix Surface Course	TON	1,235.0	$ 161.00	1,235.0	0.00	$ -	0.00	$ -
39	Asphalt Concrete Hot Mix Binder Course	TON	1,655.0	$ 135.00	1,655.0	0.00	$ -	0.00	$ -
40	Asphalt Concrete Patching for Maintenance of Traffic	TON	25.0	$ 430.00	25.0	0.00	$ -	0.00	$ -
41	ACHM Pavement Permanent Repair	SY	129.0	$ 475.00	129.0	0.00	$ -	0.00	$ -
42	Concrete Curb and Gutter	LF	4,829.0	$ 31.00	4,829.0	0.00	$ -	0.00	$ -
43	4" Thick Concrete Sidewalk	SY	1,329.0	$ 79.00	1,329.0	0.00	$ -	0.00	$ -
44	6" Thick Concrete Trail	SY	3,603.0	$ 90.00	3,603.0	0.00	$ -	0.00	$ -

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
45	Retaining Wall Integral with 6" Sidewalk	LF	42.0	$ 239.00	42.0	0.00	$ -	0.00	$ -
46	Seeding	AC	7.0	$ 2,900.00	7.0	0.00	$ -	0.00	$ -
47	Sodding	SY	5,326.0	$ 6.25	5,326.0	0.00	$ -	0.00	$ -
48	Additional Watering	MG	68.0	$ 6.00	68.0	0.00	$ -	0.00	$ -
49	2" Striping (Thermoplastic)	LF	2,802.0	$ 6.00	2,802.0	0.00	$ -	0.00	$ -
50	6" Striping (Thermoplastic)	LF	14,260.0	$ 2.75	14,260.0	0.00	$ -	0.00	$ -
51	12" Striping (Thermoplastic)	LF	842.0	$ 12.25	842.0	0.00	$ -	0.00	$ -
52	Pavement Symbols (Thermoplastic)	EA	27.0	$ 450.00	27.0	0.00	$ -	0.00	$ -
53	Salvage & Relocate Interstate Logo Sign	EA	1.0	$ 18,000.00	1.0	0.00	$ -	0.00	$ -
54	Erosion Control	LS	1.0	$ 135,000.00	1.0	0.50	$ 67,500.00	0.90	$ 121,500.00
55	Traffic Control	LS	1.0	$ 290,000.00	1.0	0.00	$ -	0.00	$ -
56	Mobilization (not to exceed 5% of contract price)	LS	1.0	$ 385,000.00	1.0	0.00	$ -	0.25	$ 96,250.00
57	4' Chain Link Fence	LF	202.0	$ 16.00	202.0	0.00	$ -	0.00	$ -
58	6' Chain Link Security Fence	LF	990.0	$ 45.00	990.0	0.00	$ -	895.00	$ 40,275.00
59	6' Wood Privacy Fence	LF	428.0	$ 36.00	428.0	0.00	$ -	0.00	$ -
60	ARDOT Type C Fence With Wood Posts	LF	356.0	$ 10.00	356.0	0.00	$ -	0.00	$ -
61	4' Decorative Fence	LF	461.0	$ 77.00	461.0	0.00	$ -	0.00	$ -
62	15' Steel Gate	EA	2.0	$ 500.00	2.0	0.00	$ -	0.00	$ -
63	Cast-in-Place Tactile Panel	SF	243.0	$ 50.00	243.0	0.00	$ -	0.00	$ -
64	Handicap Ramp Concrete	SY	118.0	$ 147.00	118.0	0.00	$ -	0.00	$ -
65	Cold Milling Asphalt Pavement	SY	3,353.0	$ 7.00	3,353.0	0.00	$ -	0.00	$ -
66	Decomposed Granite	LF	444.0	$ 15.00	444.0	0.00	$ -	0.00	$ -
67	Building Demolition and Disposal	LS	1.0	$ 98,500.00	1.0	0.20	$ 19,700.00	0.90	$ 88,650.00
68	System Local Controller TS 2-Type, E-Net (8 Phases)	EACH	3.0	$ 52,000.00	3.0	0.00	$ -	0.00	$ -
69	Ethernet Switch, T100 Hardened (8-Port)	EACH	3.0	$ 1,500.00	3.0	0.00	$ -	0.00	$ -
70	Traffic Signal Head, LED, (3 Section)	EACH	25.0	$ 1,400.00	25.0	0.00	$ -	0.00	$ -
71	Traffic Signal Head, LED, (4 Section)	EACH	12.0	$ 2,200.00	12.0	0.00	$ -	0.00	$ -
72	Countdown Pedestrian Signal Head, LED	EACH	24.0	$ 2,950.00	24.0	0.00	$ -	0.00	$ -
73	Traffic Signal Cable (5c/14 A.W.G.)	LIN. FT.	5,635.0	$ 4.00	5,635.0	0.00	$ -	0.00	$ -
74	Traffic Signal Cable (7c/14 A.W.G.)	LIN. FT.	764.0	$ 7.25	764.0	0.00	$ -	0.00	$ -
75	Traffic Signal Cable (20c/14 A.W.G.)	LIN. FT.	1,453.0	$ 10.25	1,453.0	0.00	$ -	0.00	$ -
76	Non-Metallic Conduit (2")	LIN. FT.	151.0	$ 40.00	151.0	0.00	$ -	0.00	$ -
77	Non-Metallic Conduit (3")	LIN. FT.	365.0	$ 52.00	365.0	0.00	$ -	0.00	$ -
78	Concrete Pull Box (Type 2)	EACH	4.0	$ 2,000.00	4.0	0.00	$ -	0.00	$ -
79	Concrete Pull Box (Type 1 HD)	EACH	1.0	$ 1,750.00	1.0	0.00	$ -	0.00	$ -
80	Concrete Pull Box (Type 2 HD)	EACH	9.0	$ 2,000.00	9.0	0.00	$ -	0.00	$ -
81	24' Traffic Signal Mast Arm and Pole With Foundation	EACH	1.0	$ 37,000.00	1.0	0.00	$ -	0.00	$ -
82	24' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 21,000.00	1.0	0.00	$ -	0.00	$ -
83	26' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 26,000.00	1.0	0.00	$ -	0.00	$ -
84	28' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 26,500.00	1.0	0.00	$ -	0.00	$ -
85	30' Traffic Signal Mast Arm and Pole With Foundation	EACH	1.0	$ 41,000.00	1.0	0.00	$ -	0.00	$ -

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
86	30' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 29,500.00	1.0	0.00	$ -	0.00	$ -
87	32' Traffic Signal Mast Arm and Pole With Foundation	EACH	1.0	$ 41,250.00	1.0	0.00	$ -	0.00	$ -
88	32' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 30,000.00	1.0	0.00	$ -	0.00	$ -
89	36' Traffic Signal Mast Arm and Pole With Foundation	EACH	1.0	$ 45,000.00	1.0	0.00	$ -	0.00	$ -
90	40' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 26,500.00	1.0	0.00	$ -	0.00	$ -
91	42' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 34,500.00	1.0	0.00	$ -	0.00	$ -
92	48' Traffic Signal Mast Arm and Pole	EACH	1.0	$ 29,000.00	1.0	0.00	$ -	0.00	$ -
93	Traffic Signal Pedestal Pole with Foundation	EACH	4.0	$ 6,000.00	4.0	0.00	$ -	0.00	$ -
94	Traffic Signal Pedestal Pole	EACH	8.0	$ 1,200.00	8.0	0.00	$ -	0.00	$ -
95	Local Radio (E-Net 5.8) with Antenna	EACH	3.0	$ 1,125.00	3.0	0.00	$ -	0.00	$ -
96	E-Net Cable (Exterior Cat 5e)	LIN. FT.	201.0	$ 1.65	201.0	0.00	$ -	0.00	$ -
97	Electrical Conductors-In-Conduit (1c/8 A.W.G., E.G.C.)	LIN. FT.	2,000.0	$ 2.00	2,000.0	0.00	$ -	0.00	$ -
98	Electrical Conductors-In-Conduit (1c/12 A.W.G., E.G.C.)	LIN. FT.	440.0	$ 1.50	440.0	0.00	$ -	0.00	$ -
99	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LIN. FT.	109.0	$ 5.50	109.0	0.00	$ -	0.00	$ -
100	Electrical Conductors For Luminaires	LIN. FT.	1,404.0	$ 2.50	1,404.0	0.00	$ -	0.00	$ -
101	Led Luminaire Assembly	EACH	8.0	$ 1,000.00	8.0	0.00	$ -	0.00	$ -
102	Battery Backup System	EACH	3.0	$ 21,500.00	3.0	0.00	$ -	0.00	$ -
103	Service Point Assembly (2 Circuits)	EACH	1.0	$ 5,500.00	1.0	0.00	$ -	0.00	$ -
104	18" Street Name Sign	EACH	12.0	$ 950.00	12.0	0.00	$ -	0.00	$ -
105	Miovision Video Detector System	EACH	3.0	$ 62,000.00	3.0	0.00	$ -	0.00	$ -
106	Bridge Construction Control	LS	1.0	$ 204,000.00	1.0	0.50	$ 102,000.00	0.50	$ 102,000.00
107	Unclassified Excavation for Structures-Bridge	CY	751.0	$ 245.00	751.0	563.00	$ 137,935.00	751.00	$ 183,995.00
108	Class S Concrete - Bridge	CY	527.5	$ 1,590.00	527.5	305.00	$ 484,950.00	305.00	$ 484,950.00
109	Class S(AE) Concrete - Bridge	CY	840.6	$ 1,265.00	840.6	0.00	$ -	0.00	$ -
110	Class 2 Protective Surface Treatment	SY	2,692.3	$ 8.50	2,692.3	0.00	$ -	0.00	$ -
111	Class 3 Protective Surface Treatment	LF	62.0	$ 18.00	62.0	0.00	$ -	0.00	$ -
112	Reinforcing Steel - Bridge (Grade 60)	LB	76,450.0	$ 1.85	76,450.0	38,270.00	$ 70,799.50	38,270.00	$ 70,799.50
113	Epoxy Coated Reinforcing Steel (Grade 60)	LB	229,630.0	$ 1.87	229,630.0	0.00	$ -	0.00	$ -
114	Steel Piling (HP14x73)	LF	1,253.0	$ 155.00	1,253.0	1,359.05	$ 210,652.75	1,359.05	$ 210,652.75
115	Metal Bridge Railing (Type H)	LF	461.0	$ 80.00	461.0	0.00	$ -	0.00	$ -
116	Metal Bridge Railing (Type H2)	LF	457.0	$ 200.00	457.0	0.00	$ -	0.00	$ -
117	Metal Bridge Railing (Type H3)	LF	506.0	$ 220.00	506.0	0.00	$ -	0.00	$ -
118	Transitional Approach Railing	EA	7.0	$ 7,500.00	7.0	0.00	$ -	0.00	$ -
119	Structural Steel in Plate Girder Spans (A709, Gr. 50)	LB	1,061,940.0	$ 2.95	1,061,940.0	0.00	$ -	0.00	$ -
120	Painting Structural Steel	TON	531.3	$ 900.00	531.3	0.00	$ -	0.00	$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION 48TH STREET TO 40TH STREET PH. 2

INVOICE NUMBER: 3

TO: 06/30/24

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
121	Elastomeric Bearings	Cu. In.	16,016.0	$ 3.75	16,016.0	0.00	$ -	0.00	$ -
122	Armored Joint with Neoprene Strip Seal	LF	104.0	$ 350.00	104.0	0.00	$ -	0.00	$ -
123	Bridge Name Plate (Type C)	EA	1.0	$ 1,000.00	1.0	0.00	$ -	0.00	$ -
124	Filter Blanket	SY	516.0	$ 8.00	516.0	0.00	$ -	0.00	$ -
125	Dumped Riprap	CY	259.0	$ 100.00	259.0	0.00	$ -	0.00	$ -
126	Concrete Riprap	CY	107.0	$ 1,050.00	107.0	0.00	$ -	0.00	$ -
127	Modification of Existing Bridge Structure (Bridge No. _)	LS	1.0	$ 90,000.00	1.0	0.00	$ -	0.00	$ -
128	Approach Slab (Type Special)	CY	20.6	$ 805.00	20.6	0.00	$ -	0.00	$ -
129	Textured Coating Finish	SY	2,742.0	$ 9.25	2,742.0	0.00	$ -	0.00	$ -
130	Architectural Finish	SF	5,206.0	$ 10.50	5,206.0	0.00	$ -	0.00	$ -
131	31' Precast Concrete Curb Units	EA	2.0	$ 17,850.00	2.0	0.00	$ -	0.00	$ -
132	31' Precast Concrete Interior Units	EA	8.0	$ 17,850.00	8.0	0.00	$ -	0.00	$ -
133	31' Precast Parapet Rail Units	EA	2.0	$ 19,000.00	2.0	0.00	$ -	0.00	$ -
134	Latex Modified Concrete Overlay (1-1/2" Thick)	SY	62.0	$ 1,350.00	62.0	0.00	$ -	0.00	$ -
135	Gravity Block Retaining Wall No. 3	SF	2,616.0	$ 90.00	2,616.0	0.00	$ -	0.00	$ -
136	MSE Retaining Wall	SF	9,655.0	$ 60.00	9,655.0	0.00	$ -	0.00	$ -
137	Select Granular Backfill	CY	5,340.0	$ 78.00	5,340.0	0.00	$ -	0.00	$ -
138	1" Non-Metallic Conduit	LF	1,080.0	$ 12.25	1,080.0	0.00	$ -	0.00	$ -
139	1" Galvanized Steel Conduit	LF	50.0	$ 50.00	50.0	0.00	$ -	0.00	$ -
140	2" Non-Metallic Conduit (Lighting)	LF	2,480.0	$ 20.00	2,480.0	0.00	$ -	0.00	$ -
141	2" Non-Metallic Conduit (City Fiber)	LF	100.0	$ 54.00	100.0	0.00	$ -	0.00	$ -
142	2-2" Non-Metallic Conduit (City Fiber)	LF	2,950.0	$ 21.00	2,950.0	0.00	$ -	0.00	$ -
143	Type II HD Concrete Box, Installed (Lighting)	EA	2.0	$ 2,000.00	2.0	0.00	$ -	0.00	$ -
144	Type II HD Concrete Box, Installed (City Fiber)	EA	8.0	$ 2,041.00	8.0	0.00	$ -	0.00	$ -
145	Lighting Assembly Type A, Pole, Foundation, Junction Box, and Associated Hardware, Installed	EA	8.0	$ 13,000.00	8.0	0.00	$ -	0.00	$ -
146	Lighting Assembly Type B, Pole, Foundation, Junction Box, and Associated Hardware, Installed	EA	10.0	$ 9,300.00	10.0	0.00	$ -	0.00	$ -
147	No. 4/0 Bare Copper Conductor	LF	1,100.0	$ 9.50	1,100.0	0.00	$ -	0.00	$ -
148	No. 6 Copper Conductor, Installed in Conduit	LF	10,736.0	$ 2.20	10,736.0	0.00	$ -	0.00	$ -
149	No. 10 Copper Conductor, Installed	LF	1,705.0	$ 2.20	1,705.0	0.00	$ -	0.00	$ -
150	Utility Meter Rack	EA	1.0	$ 6,800.00	1.0	0.00	$ -	0.00	$ -
151	Utility Mobilization	LS	1.0	$ 7,800.00	1.0	0.00	$ -	0.25	$ 1,950.00
152	Utility Trench Excavation Safety Systems	LS	1.0	$ 3,400.00	1.0	0.00	$ -	0.00	$ -
153	Spot Dig and Verify Exiting Utility Locations, Hydro-Excavation, Per Location	EA	5.0	$ 3,100.00	5.0	0.00	$ -	0.00	$ -
154	Sewer Bypass Pumping	LS	1.0	$ 26,000.00	1.0	0.00	$ -	0.00	$ -
155	12" Class 50 DI Water Line	LF	318.0	$ 200.00	318.0	0.00	$ -	0.00	$ -
156	12" Class 50 Epoxy-Lined DI Sanitary Sewer Line	LF	131.0	$ 245.00	131.0	0.00	$ -	0.00	$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION 48TH STREET TO 40TH STREET PH. 2

INVOICE NUMBER: 3

TO: 06/30/24

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
157	12" SDR-26 PVC Sanitary Sewer Line	LF	36.0	$ 180.00	36.0	0.00	$ -	0.00	$ -
158	4" Sch. 40 PVC Sanitary Sewer Service Line	LF	225.0	$ 68.00	225.0	0.00	$ -	0.00	$ -
159	Ductile Iron Fittings for Water Line	LBS	1,350.0	$ 28.00	1,350.0	0.00	$ -	0.00	$ -
160	12"x12" Tapping Sleeve and Valve	EA	3.0	$ 15,250.00	3.0	0.00	$ -	0.00	$ -
161	Cut and Cap Existing 12" D.I./PVC Water Line	EA	3.0	$ 4,800.00	3.0	0.00	$ -	0.00	$ -
162	Fire Hydrant Assembly	EA	1.0	$ 10,700.00	1.0	0.00	$ -	0.00	$ -
163	Salvage Fire Hydrant	EA	1.0	$ 1,400.00	1.0	0.00	$ -	0.00	$ -
164	Relocate and Reconnect Water Service and Meter Set	EA	1.0	$ 5,700.00	1.0	0.00	$ -	0.00	$ -
165	4' I.D. Sanitary Sewer Manhole, Cast-in-Place, 0' to 6' Depth	EA	2.0	$ 10,000.00	2.0	0.00	$ -	0.00	$ -
166	6' I.D. Sanitary Sewer Manhole, Cast-in-Place, 0' to 6' Depth	EA	1.0	$ 12,500.00	1.0	0.00	$ -	0.00	$ -
167	4' I.D. Sanitary Sewer Manhole Additional Depth, Over 6'	VF	23.0	$ 360.00	23.0	0.00	$ -	0.00	$ -
168	6' I.D. Sanitary Sewer Manhole Additional Depth, Over 6'	VF	12.0	$ 550.00	12.0	0.00	$ -	0.00	$ -
169	Adjust Existing Manhole to Grade	EA	1.0	$ 3,700.00	1.0	0.00	$ -	0.00	$ -
170	Collapse and Fill Existing Septic Tank	EA	1.0	$ 5,700.00	1.0	0.00	$ -	0.00	$ -
171	Sewer Service Connection	EA	1.0	$ 1,100.00	1.0	0.00	$ -	0.00	$ -
172	Core and Connect to Existing Manhole	EA	1.0	$ 1,950.00	1.0	0.00	$ -	0.00	$ -
173	Flowable Fill for Abandoned 12" Pipe	LF	225.0	$ 8.25	225.0	0.00	$ -	0.00	$ -
174	Flowable Fill for Abandoned 8" Pipe	LF	165.0	$ 4.00	165.0	0.00	$ -	0.00	$ -
175	24" Steel Encasement by Open Cut	LF	80.0	$ 325.00	80.0	0.00	$ -	0.00	$ -
176	20" Steel Encasement by Open Cut	LF	20.0	$ 285.00	20.0	0.00	$ -	0.00	$ -
177	Trench Undercut and Backfill	CY	200.0	$ 75.00	200.0	0.00	$ -	0.00	$ -
178	Rock Excavation for Utilities	CY	100.0	$ 240.00	100.0	0.00	$ -	0.00	$ -
179	Street Trees, Installed	EA	30.0	$ 675.00	30.0	0.00	$ -	0.00	$ -
180	Irrigation (Street Trees)	LS	1.0	$ 105,000.00	1.0	0.00	$ -	0.00	$ -
181	12" Butterfly Valve	EA	1.0	$ 2,400.00	1.0	0.00	$ -	0.00	$ -
	TOTALS						$ 1,675,969.25		$ 2,131,954.25

PAYMENT SUMMARY TO DATE

INVOICE NUMBER: 3

HAR-BER AVENUE EXTENSION 48TH STREET TO 40TH STREET PH. 2

TO: 06/30/24

Invoice Number	Date	Total Work & Materials For Period	Retainage For Period	Payment Owed For Period
1	04/30/24	$ 223,700.00	$ (11,185.00)	$ 212,515.00
2	05/31/24	$ 232,285.00	$ (11,614.25)	$ 220,670.75
Total To-date for Previous Payments		$ 455,985.00	$ (22,799.25)	$ 433,185.75
Current Invoice 3	06/30/24	$ 1,675,969.25	$ (83,798.46)	$ 1,592,170.79
Total To-date Including This Invoice		$ 2,131,954.25	$ (106,597.71)	$ 2,025,356.54

Original Contract Amount	$ 16,539,926.50
Change Order	
Revised Contract Amount	$ 16,539,926.50

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR EXTERIOR RESTORATION WORK ON THE HISTORIC BEELY-JOHNSON BUILDING (PROJECT NO. CP2307)

WHEREAS, the City of Springdale owns property located at 200 Spring Street, known as the Beely-Johnson Building (American Legion Post 139), and

WHEREAS, in an effort to maintain this historic piece of property, the city desires to restore the exterior of the building, and

WHEREAS, in July 2023, the City of Springdale entered into a contract with Clements & Associates/Architecture, Inc., for architectural services, and

WHEREAS, Clements & Associates/Architecture, Inc., held an official bid opening on June 18, 2024, and upon review, CDI Contractors, Inc., came in with the overall lowest bid, and

WHEREAS, the city would like to enter into a contract with CDI Contractors, Inc., in an amount not to exceed $515,000.00, to be paid for out of the Unrestricted General Fund.

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

Section 1. Expenditures for this project will be paid for from the Unrestricted General Fund, with a price not to exceed $515,000.00.

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

Section 3. The Mayor and City Clerk are hereby authorized to execute a contract with CDI Contractors, Inc., for exterior restoration work on the Historic Beely-Johnson American Legion Post 139.

PASSED AND APPROVED this 23rd day of July, 2024.

_____

Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest B. Cate, City Attorney

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 11th day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Springdale
Springdale City Hall
201 Spring Street
Springdale, Arkansas 72764

and the Contractor:
(Name, legal status, address and other information)

CDI Contractors, Inc.
4285 North Shiloh Drive, #302
Fayetteville, Arkansas 72705

for the following Project:
(Name, location and detailed description)

Exterior Restoration of the Historic Beely-Johnson American Legion Post 139
Springdale, Arkansas

The Architect:
(Name, legal status, address and other information)

Clements & Associates/Architecture, Inc.
507 Main Street
North Little Rock, Arkansas 72114

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Architect as authorized by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and Twelve Thousand Three Hundred Dollars and Zero Cents ($ $512,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate No. 1: 100% Repointing Masonry	$46,300.00

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

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 1: Exterior Metal Letters: $1,000.00	
Allowance No. 2: Brick Purchase: $650.00/thousand	

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

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages in the amount of One Hundred ($100.00) dollars per calendar day shall be assessed for the incompletion of this project if Substantial Completion is not obtained in One Hundred Fifty (150) calendar days from the issuance of the Notice Proceed.

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§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retention shall be held at the percentage rate of 10% from each application for payment through 50% of the contract completion, at which time the retention shall be reduced to 0% of the completed contract and the retention shall remain at 0% until the work is substantially complete.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

10 % per annum

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Colby Fulfer, Chief of Staff
City of Springdale, Arkansas

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Matt Baudh, Executive Vice President
CDI Contractors, Inc.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Supplementary General Conditions, Items 13..

§ 8.5.2 The Contractor shall provide bonds as set forth in the Supplementary General Conditions, Item 15.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4

(Paragraph Deleted)

.5 Drawings

Number	Title	Date
Refer to the attached Index of Drawings		

.6 Specifications

Section	Title	Date	Pages
Refer to the attached "Project Manual"			

.7 Addenda, if any:

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Number	Date	Pages
Addendum No. 1: dated June 4, 2024, 10 pages Addendum No. 2: dated June 7, 2024, 7 pages		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Honorable Doug Sprouse, Mayor City of Springdale	Matt Baudh, Executive Vice President CDI Contractors, Inc.
(Printed name and title)	*(Printed name and title)*

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RESTORATION OF THE HISTORIC BEELY JOHNSON
AMERICAN LEGION POST #139
200 NORTH SPRING STREET
SPRINGDALE, ARKANSAS

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RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SPRINGDALE SENIOR CENTER (2023 BOND PROJECT NO. 23BSC1)

WHEREAS, the City of Springdale will be constructing a new Senior Center, and

WHEREAS, the city entered into a Construction Management Contract with Buffalo Builders in April 2023 for pre-construction and construction phase services related to the project, and

WHEREAS, Buffalo Builders, LLC has prepared a construction contract for the Senior Center project with a guaranteed maximum price not to exceed $14,289,700.00, to be paid for out of the 2023 Bond Fund (Project No. 23BSC1).

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

Section 1. Expenditures for this project will be paid for from the 2023 Bond Fund (Project No. 23BSC1), with a guaranteed maximum price not to exceed $14,289,700.00,

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

Section 3. The Mayor and City Clerk are hereby authorized to execute a contract with Buffalo Builders, LLC for construction of the new Springdale Senior Center

PASSED AND APPROVED this 23rd day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____

Ernest B. Cate, City Attorney

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 23rd day of July in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Springdale
201 Spring Street
Springdale, Arkansas 72764

and the Construction Manager:
(Name, legal status, address, and other information)

Buffalo Builders LLC
617 East Emma Avenue
Springdale, Arkansas 72764

for the following Project:
(Name, location, and detailed description)

Springdale Senior Center
900 East Emma Avenue
Springdale, Arkansas 72764

The Architect:
(Name, legal status, address, and other information)

Core Architects, Inc.
1800 South Osage Springs Dr. Suite 100
Rogers, Arkansas 72758

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The owner's program is defined as represented by the Schematic Design Approval to Core Architects, Inc.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately 40,500 SF facility on two levels with full kitchen located on Emma Avenue.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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The owner's program includes Fifteen Million Dollars ($15,000,000.00) for construction Furniture, Fixtures and Equipment. This project is to be funded by the 2023 Bond program.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Documents issued for bidding/Construction by April 14, 2023

.2 Construction commencement date:

August 19, 2024

.3 Substantial Completion date or dates:

September 13, 2025

.4 Other milestone dates:

to be developed

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

The owner's goal is to break ground on August 13,2024

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The owner desires sustainable practices but is not pursuing LEED certification.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

None.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Colby Fulfer
Chief of Staff to Mayor Doug Sprouse
201 Spring Street
Springdale, Arkansas 72764

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Dustin Graham
Core Architects

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1800 South Osage Springs Dr. Suite 100
Rogers, Arkansas 72758

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Earthplan Design Alternatives
134 West Emma Ave
Springdale, Arkansas 72764

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Dustin Graham
Core Architects, Inc.
1800 South Osage Springs Dr. Suite 100
Rogers, Arkansas 72758

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mike Gilbert
Buffalo Builders LLC
617 East Emma Avenue Suite B
Springdale, Arkansas 72764

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Project Executive
Project Manager
Estimator/Scheduler
Assistant Project Manager
Safety Director
Project Superintendent

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

A minimum of four bids for each bid package shall be solicited.

§ 1.1.15 Other Initial Information on which this Agreement is based:

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable

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laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Estimating, value engineering and material procurement of long lead items.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and

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reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

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§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Not to exceed Thirty Four Thousand Two Hundred Twenty Dollars ($34,220.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit #1 – Buffalo Builders preconstruction services proposal dated March 14, 2023

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as

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sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Three ((3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Seven percent (7%)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Six percent (6%) of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Ten percent (10%)

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) overhead and Ten percent (10%) profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Seventy Five percent (75 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

One Thousand Dollars per day (1,000.00)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Project cost savings shall be shared on the following basis:
For the first $100,000.00 of savings, the Owner and Construction Manager shall split the savings equally.
Any savings in excess of $100,000.00 shall revert to the Owner.
Any savings from the $50,000 contractor's contingency are not considered in the savings clause
The owner's contingency is not included in the savings clause.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the

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Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Buffalo Builders Project Manager, Assistant Project Manager and Director of Safety only for hours working on the project. This cost is part of the General Conditions budget.

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and,

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of July in the year 2024 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 23rd day of July in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

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

Springdale Senior Center
819 East Emma Avenue
Springdale, Arkansas 72764

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Buffalo Builders LLC
617 East Emma Avenue – Suite B
Springdale, Arkansas 72764

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fourteen Million Two Hundred Eighty Nine Thousand Seven Hundred Dollars ($

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14,289,700.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

See Exhibit "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

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

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

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

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Undercut and Replace Unsuitable Soils	CY	$ 32.00
Trench Rock Excavation	CY	$210.00
Mass Rock Excavation	CY	$180.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Monday, August 19,2024

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

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

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[X] Not later than Three Hundred Ninety (390) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

None, Revised specifications to be issued post award

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit "B" – Drawing Log

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
None		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

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(Identify each allowance.)

Item	Price
Redesign Fees – Core & Consultants	$150,000.00
Building permit	$ 12,500.00
Modular Block Wall	$ 16,675.00
Decorative Metal Scope	$137,700.00
OHD Drip Pans	$ 8,000.00
Sports Court Striping	$ 10,000.00
Kitchen Lockers	$ 3,500.00
Laundry Equipment	$2,000.00
Furniture Fixtures and Equipment (including Consultant)	$465,000.00
Data Communications	$ 50,000.00
Access Controls	$ 40,000.00
Relocate Gas utilities	$ 13,600.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit "C"

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See Exhibit "D"

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Honorable Doug Sprouse Mayor	Mike Gilbert COO
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:30:14 ET on 07/16/2024.

PAGE 1

This Amendment dated the 23rd day of July in the year 2024 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 23rd day of July in the year 2024 (the "Agreement")

...

Springdale Senior Center
819 East Emma Avenue
Springdale, Arkansas 72764

...

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

...

Buffalo Builders LLC
617 East Emma Avenue – Suite B
Springdale, Arkansas 72764

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fourteen Million Two Hundred Eighty Nine Thousand Seven Hundred Dollars ($ 14,289,700.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See Exhibit "A"

...

Undercut and Replace Unsuitable Soils	CY	$ 32.00
Trench Rock Excavation	CY	$210.00
Mass Rock Excavation	CY	$180.00

...

[X] Established as follows:

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...

Monday, August 19,2024

PAGE 3

[X] Not later than Three Hundred Ninety (390) calendar days from the date of commencement of the Work.

...

N/A N/A

...

None, Revised specifications to be issued post award

...

See Exhibit "B" – Drawing Log

...

None

PAGE 4

Redesign Fees – Core & Consultants	$150,000.00
Building permit	$ 12,500.00
Modular Block Wall	$ 16,675.00
Decorative Metal Scope	$137,700.00
OHD Drip Pans	$ 8,000.00
Sports Court Striping	$ 10,000.00
Kitchen Lockers	$ 3,500.00
Laundry Equipment	$2,000.00
Furniture Fixtures and Equipment (including Consultant)	$465,000.00
Data Communications	$ 50,000.00
Access Controls	$ 40,000.00
Relocate Gas utilities	$ 13,600.00

...

See Exhibit "C"

...

See Exhibit "D"

...

Honorable Doug Sprouse Mayor Mike Gilbert COO

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:30:14 ET on 07/16/2024 under Order No. 2114520674 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%)

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Contractors Fee, Site preparation (earthwork),Structural Steel Material, Mechanical Chiller Equipment

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall be reduced to five percent (2.5%) upon the Architects issuance of a Certificate of Substantial Completion

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage shall be reduced to two and one half percent (2.5%) upon the Architects issuance of a Certificate of Substantial Completion

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

Init.
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§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

And completion of the owner's audit of the Construction Manager's final cost report.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Seven percent (7%)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

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[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

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would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

75% of the contractors proposed fee.

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than N/A ($) per claim and N/A ($) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Buffalo Builders preconstruction services proposal date March 14,2023

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Doug Sprouse, Mayor	Michael Gilbert, C.O.O.
(Printed name and title)	*(Printed name and title)*

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

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PAGE 1

AGREEMENT made as of the 23rd day of July in the year 2024

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City of Springdale
201 Spring Street
Springdale, Arkansas 72764

...

Buffalo Builders LLC
617 East Emma Avenue
Springdale, Arkansas 72764

...

Springdale Senior Center
900 East Emma Avenue
Springdale, Arkansas 72764

...

Core Architects, Inc.
1800 South Osage Springs Dr. Suite 100
Rogers, Arkansas 72758

PAGE 2

The owner's program is defined as represented by the Schematic Design Approval to Core Architects, Inc.

...

Approximately 40,500 SF facility on two levels with full kitchen located on Emma Avenue.

PAGE 3

The owner's program includes Fifteen Million Dollars ($15,000,000.00) for construction Furniture, Fixtures and Equipment. This project is to be funded by the 2023 Bond program.

...

Documents issued for bidding/Construction by April 14, 2023

...

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August 19, 2024

...

September 13, 2025

...

to be developed

...

The owner's goal is to break ground on August 13,2024

...

The owner desires sustainable practices but is not pursuing LEED certification.

...

None.

...

Colby Fulfer
Chief of Staff to Mayor Doug Sprouse
201 Spring Street
Springdale, Arkansas 72764

...

Dustin Graham
Core Architects
1800 South Osage Springs Dr. Suite 100
Rogers, Arkansas 72758
PAGE 4

TBD

...

Earthplan Design Alternatives
134 West Emma Ave
Springdale, Arkansas 72764

...

Dustin Graham
Core Architects, Inc.
1800 South Osage Springs Dr. Suite 100
Rogers, Arkansas 72758

...

Mike Gilbert
Buffalo Builders LLC

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User Notes: (1982953034)

617 East Emma Avenue Suite B
Springdale, Arkansas 72764

...

Project Executive
Project Manager
Estimator/Scheduler
Assistant Project Manager
Safety Director
Project Superintendent

...

A minimum of four bids for each bid package shall be solicited.
PAGE 6

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~ building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, ~~reliance, and exchange of digital data, including building information models for the Project.~~ and exchange of digital data.
PAGE 7

Estimating, value engineering and material procurement of long lead items.
PAGE 10

Not to exceed Thirty Four Thousand Two Hundred Twenty Dollars ($34,220.00)

...

See Exhibit #1 – Buffalo Builders preconstruction services proposal dated March 14, 2023
PAGE 11

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(~~ ~~)~~ Three ((3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%~~ Seven percent (7%)

...

Six percent (6%) of the Cost of the Work

...

Ten percent (10%)

...

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Ten percent (10%) overhead and Ten percent (10%) profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Seventy Five percent (75 %) of the standard rental rate paid at the place of the Project.

...

One Thousand Dollars per day (1,000.00)

...

Project cost savings shall be shared on the following basis:
For the first $100,000.00 of savings, the Owner and Construction Manager shall split the savings equally.
Any savings in excess of $100,000.00 shall revert to the Owner.
Any savings from the $50,000 contractor's contingency are not considered in the savings clause
The owner's contingency is not included in the savings clause.
PAGE 12

Buffalo Builders Project Manager, Assistant Project Manager and Director of Safety only for hours working on the project. This cost is part of the General Conditions budget.
PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.
PAGE 17

Five (5%)
PAGE 18

General Conditions, Contractors Fee, Site preparation (earthwork),Structural Steel Material, Mechanical Chiller Equipment

...

Retainage shall be reduced to five percent (2.5%) upon the Architects issuance of a Certificate of Substantial Completion

...

Retainage shall be reduced to two and one half percent (2.5%) upon the Architects issuance of a Certificate of Substantial Completion
PAGE 19

And completion of the owner's audit of the Construction Manager's final cost report.

...

~~%~~ Seven percent (7%)

...

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017
PAGE 21

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75% of the contractors proposed fee.
PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~($) for each occurrence and ($)~~ One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~($)~~ One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~($) each accident, ($) each employee, and ($)~~ One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than N/A ($) per claim and N/A ($) in the aggregate.
PAGE 23

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

.5 ~~Building Information Modeling Exhibit, if completed:~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

...

Buffalo Builders preconstruction services proposal date March 14,2023
PAGE 24

Doug Sprouse, Mayor

Michael Gilbert, C.O.O.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:33:59 ET on 07/16/2024 under Order No. 2114520674 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Hannah Tryon
Sterling Seacrest Pritchard, Inc. 9900 Maumelle Blvd. STE B North Little Rock AR 72113	PHONE (A/C, No, Ext): FAX (A/C, No): (501) 251-1200
License#: 70726	E-MAIL ADDRESS: htryon@sspins.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Bridgeway Insurance Company — 12489
INSURED BUFFBUI-01	INSURER B : United States Fire Insurance Co — 21113
Buffalo Builders, LLC 617 E Emma Ave STE B Springdale AR 72264	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1814544067 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Blkt Contractual X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7EA7GL1001374-00	10/22/2023	10/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			506-907935-1	10/22/2023	10/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			8E-A7-XL-0002377-00	10/22/2023	10/22/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		408-745902-6	10/22/2023	10/22/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Springdale Senior Center, 819 East Emma Ave., Springdale, AR 72764

The following applies when required in a written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability and Umbrella. Waiver of subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation.

CERTIFICATE HOLDER

City of Springdale
Attn: Mayor Doug Sprouse
201 Spring Street
Springdale AR 72764

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

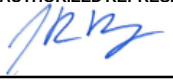

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Exhibit 1 - Springdale Senior Center Contract Exhibit "A"

7/11/2024

0	Preconstruction Services	Buffalo Builders	$	27,452.00
1	Redesign Expenses for Consultants	Core Architects	$	150,000.00
2	Permits Bonds and Insurance	Sterling Seacrest	$	168,290.00
3	Warranty Expense	Buffalo Builders	$	25,537.00
4	Jobsite Technology	Buffalo Builders	$	22,995.00
5	Jobsite Supervision & Management	Buffalo Builders	$	424,421.00
6	Jobsite General Conditions	Buffalo Builders	$	488,477.00
7	Sales Tax on Materials	Buffalo Builders	$	63,788.00
8	Construction Manager Fees	Buffalo Builders	$	857,787.00
9	Concrete	Walker Masonry	$	622,900.00
10	Masonry	Superior Stone	$	546,653.00
11	Structural Steel	All Steel	$	1,304,527.00
12	Decorative Metals Allowance	Core Fabrication	$	137,700.00
13	Carpentry	Buffalo Builders	$	28,800.00
14	Millwork	Architectural Millwork Solutions	$	314,500.00
15	Waterproofing	To be determined	$	82,287.00
16	Roofing	Franklin & Sons	$	324,200.00
17	Doors and Hardware	Wesche Company	$	126,872.00
18	Overhead Grilles and Doors	Specialty Sales & Engineering	$	57,334.00
19	Glass Storefront Systems	Architectural Products	$	664,000.00
20	Drywall and Ceilings	TCM Enterprises	$	839,991.00
21	Flooring	NCF Flooring	$	202,384.00
22	Specialty Flooring	NCF Flooring	$	229,001.00
23	Painting	To be determined	$	151,838.00
24	Signage	Best Sign Group	$	60,665.00
25	Toilet Accessories and Partitions	Wesche Company	$	56,750.00
26	Misc Specialties Items	Wesche Company	$	10,990.00
27	Kitchen Equipment	AIMCO	$	532,202.00
28	Window Treatments	To be determined	$	21,200.00
29	Furniture, Fixtures and Equipment	Allowance to be decided by City of Springdale	$	465,000.00
30	Elevators	Schinidler Elevator	$	112,214.00
31	Fire Suppression Systems	Freedom Fire Pro	$	201,880.00
32	Plumbing	Johnson Mechanical	$	630,437.00
33	HVAC	Johnson Mechanical and Professional Air	$	1,700,000.00
34	Electrical Systems	Streib or AWJ	$	1,197,181.00
35	Data and Access Controls	Allowance	$	90,000.00
36	Fire Alarm Systems	VSC Systems	$	31,632.00
37	Earthwork	Clay Cole Excavating	$	493,118.00
38	Site Concrete & Hardscape	Buffalo Builders and Tomlinson Asphalt	$	135,811.00
39	Landscape & Irrigation	Sharum Landscape	$	55,448.00
40	Sewer, Water & Drainage Utilities	Ross & Co.	$	295,320.00
41	Gas Utilities	Black Hills	$	13,600.00
42	Communication Utilities	Allowance _	$	3,000.00
43	Owner's Contingency	City of Springdale	$	321,518.00
			$	14,289,700.00

Exhibit 2 – Springdale Senior Center – Contract Exhibit “B”

Drawing Name	Date
COVER	
A0.1 COVER SHEET	6.3.24
LIFE SAFETY	
LS0.1 LIFE SAFETY PLAN - 1ST FLOOR	6.3.24
LS0.2 LIFE SAFETY PLAN - 2ND STORY	6.3.24
LS0.3 CODE REVIEW	6.3.24
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C101.1 SITE PLAN	6.3.24
C101.2 PARKING PLAN	6.3.24
C101.3 PAVING PLAN	6.3.24
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C103 GRADING PLAN	6.3.24
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C502 DETAILS	6.3.24
C503 DETAILS	6.3.24
C504 DETAILS	6.3.24
C505 DETAILS	6.3.24
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A0.4 INTERIOR PARTITION SCHEDULE	6.3.24
A0.5 SITE DETAILS	6.3.24
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A2.2 ARCHITECTURAL FLOOR PLAN - 2ND FLR	6.3.24
A2.3 FINISH FLOOR PLAN - 1ST FLR	6.3.24
A2.4 FINISH FLOOR PLAN - 2ND FLR	6.3.24
A2.5 ROOF PLAN	6.3.24
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A2.7 FURNITURE FLOOR PLANS	6.3.24
A2.8 ENLARGED RESTROOM PLAN(S)	6.3.24

A2.9 ENLARGED RESTROOM PLAN(S)	6.3.24
A2.10 ENLARGED FLOOR PLAN(S) AND INTERIOR ELEVATION(S)	6.3.24
A2.11 ENLARGED FLOOR PLAN(S) AND INTERIOR ELEVATION(S)	6.3.24
A2.12 ENLARGED FLOOR PLAN(S) AND INTERIOR ELEVATION(S)	6.3.24
A2.13 ENLARGED ELEVATOR PLAN(S) AND DETAILS	6.3.24
A2.14 ENLARGED STAIR PLAN(S) AND DETAILS	6.3.24
A2.15 STAIR ELEVATION(S)	6.3.24
A2.16 STAIR & RAILING DETAILS, CONT.	6.3.24
A3.1 EXTERIOR BUILDING ELEVATION(S)	6.3.24
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A4.2 BUILDING SECTION(S)	6.3.24
A4.3 WALL SECTION(S) AND DETAILS (BLDG. SECTION "A")	6.3.24
A4.4 WALL SECTION(S) AND DETAILS (BLDG. SECTIONS "B")	6.3.24
A4.5 WALL SECTION(S) AND DETAILS (BLDG. SECTION "C")	6.3.24
A4.6 WALL SECTION(S) AND DETAILS (BLDG. SECTION "D")	6.3.24
A4.7 WALL SECTION(S) AND DETAILS (BLDG. SECTION "E")	6.3.24
A4.9 PLATFORM SECTION DETAIL(S)	6.3.24
A5.1 MILLWORK ELEVATION(S) & DETAIL(S)	6.3.24
A5.2 MILLWORK ELEVATION(S) & DETAIL(S)	6.3.24
A5.3 MILLWORK ELEVATION(S) & DETAIL(S)	6.3.24
A6.1 REFLECTED CEILING PLAN - 1ST FLR	6.3.24
A6.2 REFLECTED CEILING PLAN - 2ND FLR	6.3.24
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A7.2 DOOR HARDWARE SCHEDULE	6.3.24
A7.3 EXTERIOR CURTAIN WALL & STOREFRONT ELEVATIONS	6.3.24
A7.4 INTERIOR STOREFRONT ELEVATIONS & DETAILS	6.3.24

KITCHEN EQUIPMENT

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K2.0 PLUMBING PLAN	6.3.24
K3.0 ELECTRICAL PLAN	6.3.24
K4.0 SPECIAL CONDITIONS PLAN	6.3.24

STRUCTURAL

S1.0 REQUIRED IBC SPECIAL INSPECTIONS	6.3.24
S1.1 FOUNDATION GENERAL NOTES & TYPICAL DETAILS	6.3.24
S1.2 FRAMING GENERAL NOTES & TYPICAL DETAILS	6.3.24
S1.3 TYPICAL FRAMING DETAILS	6.3.24
S2.1 FOUNDATION PLAN	6.3.24
S3.0 LINTEL & BRACING PLAN & TYP. LINTEL DTLS	6.3.24
S3.1 SECOND LEVEL FRAMING PLAN	6.3.24
S3.2 ROOF FRAMING PLAN	6.3.24
S4.1 FOUNDATION DETAILS	6.3.24

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S5.2 FRAMING DETAILS	6.3.24
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P0.0 PLUMBING LEGEND AND NOTES	6.3.24
P0.1 PLUMBING SCHEDULES	6.3.24
P0.2 PLUMBING EQUIPMENT DETAILS	6.3.24
P0.3 PLUMBING EQUIPMENT DETAILS	6.3.24
P1.0 PLUMBING DRAIN PLAN FIRST FLOOR	6.3.24
P1.1 PLUMBING DRAIN PLAN SECOND FLOOR	6.3.24
P1.2 PLUMBING DRAIN ROOF PLAN	6.3.24
P1.3 ENLARGED DRAIN PLANS	6.3.24
P2.0 PLUMBING DRAIN AND VENT RISER L1	6.3.24
P2.1 PLUMBING DRAIN AND VENT RISER L2	6.3.24
P2.2 STORM DRAIN ISOMETRIC	6.3.24
P3.0 PLUMBING SUPPLY PLAN FIRST FLOOR	6.3.24
P3.1 PLUMBING SUPPLY PLAN SECOND FLOOR	6.3.24
P3.2 PLUMBING SUPPLY ROOF PLAN	6.3.24
P3.3 ENLARGED SUPPLY PLANS	6.3.24
MECHANICAL	
M0.0 MECHANICAL LEGEND	6.3.24
M1.1 HVAC PLANS - LEVEL 1	6.3.24
M1.2 HVAC PLANS - LEVEL 2	6.3.24
M1.3 MECHANICAL REFLECTED CEILING PLAN	6.3.24
M1.4 HVAC PIPING PLANS - LEVEL 1	6.3.24
M1.5 HVAC PIPING PLANS - LEVEL 2	6.3.24
M2.0 ROOF MECHANICAL PLAN	6.3.24
M3.0 MECHANICAL SCHEDULES	6.3.24
M3.1 MECHANICAL DETAILS	6.3.24
M4.0 MECHANICAL VRF	6.3.24
M5.2 MECHANICAL CONTROLS	6.3.24
M6.0 CAPTIVE AIR	6.3.24
M6.1 CAPTIVE AIR	6.3.24
M6.2 CAPTIVE AIR	6.3.24
M6.3 CAPTIVE AIR	6.3.24
M6.4 CAPTIVE AIR	6.3.24
M6.5 CAPTIVE AIR	6.3.24
M6.6 CAPTIVE AIR	6.3.24
ELECTRICAL	
E0.1 ELECTRICAL NOTES & DETAILS	6.3.24
E0.2 ELECTRICAL SITE PLAN	6.3.24
E1.1 FIRST FLOOR LIGHTING PLAN	6.3.24
E1.2 SECOND FLOOR LIGHTING PLAN	6.3.24

E2.1 FIRST FLOOR POWER PLAN	6.3.24
E2.2 SECOND FLOOR POWER PLAN	6.3.24
E3.1 FIRST FLOOR MECHANICAL POWER PLAN	6.3.24
E3.2 SECOND FLOOR MECHANICAL POWER PLAN	6.3.24
E3.3 ROOF POWER PLAN	6.3.24
E4.0 FIRE ALARM DETAILS AND NOTES	6.3.24
E4.1 FIRST FLOOR FIRE ALARM PLAN	6.3.24
E4.2 SECOND FLOOR FIRE ALARM PLAN	6.3.24
E5.0 ELECTRICAL SCHEDULES AND RISER	6.3.24
E5.1 ELECTRICAL SCHEDULES	6.3.24
E5.2 ELECTRICAL SCHEDULES	6.3.24
E6.0 ENLARGED ELECTRICAL PLANS	6.3.24

Sincerely,

Cameron Townsend

Exhibit 3 – Springdale Senior Center – Contract Exhibit "C"

July 11, 2024

Re: Springdale Senior Center: 823 E. Emma Ave. Springdale, AR 72764

Buffalo Builders is pleased to present the For Pricing proposal for Springdale Senior Center in Springdale, Arkansas. Our budget is based on Core Architects "For Pricing" drawings dated 06/03/2024. No Specifications were provided at time of bid.

Proposed total for this project is ***$14,289,700.00***

The proposal for this project includes:

1. Per the bid documents, we have included project staff for a Construction Duration of 395 days with 1 mobilization.
2. Building Permit allowance of $12,500.
3. G&L Insurance.
4. Payment & Performance Bond.
5. Full time site management.
6. General Conditions.
7. Owner's Contingency of $321,518.13
8. Temporary jobsite perimeter fencing as required to isolate construction zone from the public.
9. Site & Building Concrete:
    a. Slab on Grade
    b. Elevated Slabs on Metal Decking
    c. Roof Mechanical Pad
    d. Elevator Pit.
    e. Curbs & Gutters
    f. Accent Concrete
    g. Concrete Drive & Approaches
    h. Public & Private Sidewalks
    i. Trickle Channel at Springdale Airport Storm sewer work
10. Masonry:
    a. Brick Veneer BV-1
    b. Alternate Brick: Beldon Brick Co. Black Diamond Velour
    c. Outdoor Pavers at Terrace OP-1
    d. Street Walls
    e. Modular Block Retaining Wall

11. Structural Steel:
    a. Structural Steel per plans
    b. Stairs & Railings
12. Custom & Decorative Metals – Carbon Fab:
    a. Included as an allowance
13. Millwork:
    a. Reception Desk
    b. Activity Platform & Group Exercise Platform framing.
    c. Upper and Lower cabinets to be plastic laminate per plans.
    d. Solid Surface Countertops.
    e. White Oak trim at Murals.
    f. Custom Library Booth Millwork – More Details Needed.
    g. Misc. Shelving.
    h. Upholstery/Fabric at booths.
14. Weatherproofing, Flashing, and Sealants as required.
    a. Expansion Joints
    b. Site Sealants
    c. Fluid Applied
    d. Flexible Flashing
    e. Flexible Flashing at Steel to Masonry connections at balconies included as an allowance.
15. Roofing:
    a. TPO roof per plans.
    b. Alternate TPO: GAF Dark Bronze
    c. Standing Seam Metal Roof Panels MR-1
    d. Metal Wall Panels MP-1
    e. Skylights
    f. Roof coping, Insulation, blocking, flashing of penetrations and curbs, etc.
16. Doors, Frames, and Hardware:
    a. Assumes Paint Grade Doors and Hollow Metal Door Frames.
17. Overhead Coiling Doors:
    a. Full Coiling Door.
    b. Lockable Counter OH Door.
    c. Includes allowance for metal drip pans at openings.
18. Storefront/Glazing:
    a. Kawneer storefront system 451T clean anodized.
    b. Solarban 60 insulated & tempered glazing at storefront system.
    c. Spandrel Glass at locations noted.
    d. Glazing at interior doors and windows per plans.
    e. Aluminum doors and hardware for storefront system.
    f. Nanawall operable wall system.
19. Drywall/Ceilings:
    a. Exterior & Interior Partition types and locations per plans.
    b. Acoustical ceilings & baffles.
    c. Acoustical Wall Panels.
    d. FRP wall treatment at locations noted.
    e. Gyp furr downs and ceilings per plans.
    f. High-Impact Drywall at Pickleball courts.
    g. Sound and fire caulking.

h. Sound Attenuation and Batt insulation at locations indicated per plans.
i. In-Wall blocking for wall mounted and Owner provided equipment.

20. Flooring/Ceramic Tile:
    a. Epoxy Floors & Base 1-4 at locations noted.
    b. Polished Concrete – Cream Level 3 Med to High Gloss – Level 50/60.
    c. Ceramic Tile 1-3 at floor and wall locations as noted.
    d. LVT 1 at locations noted.
    e. Carpet 1 & 2 at locations noted.
    f. Walk-Off Carpet at Entry.
    g. Rubber Flooring at locations noted.
    h. Sports Court flooring at Pickleball courts.
    i. Rubber Wall Base 1 & 2.
21. Painting:
    a. Paint interior partitions per plans.
    b. Paint open ceilings & Exposed MEPs per plans.
    c. Paint all exposed steel at exterior.
    d. Wall finishes per plans.
22. Signage:
    a. Exterior Building Signage
    b. Interior Building Signage
    c. Street Wall Signage
    d. Wayfinding Signage
23. Division 10 Specialties/Restroom Accessories:
    a. Restroom Accessories.
    b. Toilet Partitions.
    c. Knox Boxes.
    d. Allowance included for Lockers at Kitchen.
    e. Specialty Fire Extinguisher in the Kitchen.
    f. Fire Extinguisher cabinets included.
    g. Bathroom Mirrors.
24. Window Treatments: Texstyle Shades at all exterior storefront locations.
25. Elevator System: Schindler 310 Gearless Traction system
26. Fire Suppression:
    a. System to be designed per AHJ.
    b. Flow test to be performed prior to commencing construction.
    c. Includes Dry System at Canopies/Balconies
    d. Seismic Bracing for Fire Suppression included per City of Springdale.
27. Plumbing:
    a. Connections only to Kitchen Equipment & Appliances.
    b. Plumbing fixtures per plans.
    c. Elevator sump plumbing per details.
    d. Grease Trap.
    e. Gas Generator Connection & Piping.
    f. Oil Separator Deleted from scope per Core Architects directive.
    g. Roof Drain tie-ins.
28. HVAC System:
    a. RTUs, VRFs, VRV, MAU, FCUs, Condensers, DOAS, Split Systems, Unit Heaters, Exhaust Fans, condensate and refrigerant piping, and Misc. equipment per plans.

b. Unit Mounted Mechanical Roof Screens.
c. BAS Controls.
d. Air Devices per plans.
e. Certified Test & Balance.
f. Commissioning & Owner Training.

29. Electrical:
    a. Electrical power and circuitry per plans.
    b. Natural Gas Powered Generator & ATS.
    c. Interior & Exterior Lighting fixtures and switching per plans. Includes Temporary lighting during construction.
    d. Rough-In for low voltage scopes.
    e. Mechanical and Plumbing equipment connections as required.
    f. Connections to Kitchen equipment and appliances as required.
    g. Elevator power connection including controls.
    h. Power to building signage.
    i. Site Pole Lighting.
    j. Primary Conduits.
    k. Secondary Conduits and conductors.
    l. Conduit pathway to building for Data/Comms.
    m. Coordination for Transformer install w/ SWEPCO.
30. Fire Alarm System per local AHJ.
31. Environmental Controls and SWPPP as required.
32. Excavation and Earthwork:
    a. Clear & Grub site.
    b. Excavate 24” below existing grade and import select fill per Geotechnical Report.
33. Asphalt Paving / Striping:
    a. Standard & Heavy Duty Asphalt Paving per Civil plans.
    b. Includes Asphalt Patch at Storm Sewer work at Existing Unnamed Road.
    c. Parking Lot Striping per plans.
    d. ADA Signage and Striping: Fire Lane, ADA, Crosswalks, Hashes, Etc.
    e. Wheel stops.
34. Landscape and Irrigation:
    a. Irrigation System.
    b. Landscaping & Plantings.
    c. Irrigation Sleeves at Paving areas.
    d. Wood Picket Fencing at Modular Block Retaining wall.
35. Utilities:
    a. Domestic, Irrigation, & Fire Lines; includes Meters & Vaults as required.
    b. FDC at Building.
    c. Fire Hydrants.
    d. Storm Sewer & Tie-In at Springdale Airport.
    e. Stub up for roof drain tie-in.
    f. Sanitary Sewer Piping & Tie-In at existing manhole.

Design Add Alternates:

BV-2 & TBV-2 (Alternate Brick & Thin Brick Veneer): Endicott, Manganese Ironspot - Credit of $31,276 for Endicott spec.

TPO GAF Dark Bronze – Add of $5,000.

Buffalo Builder Proposal Allowances:

Core Architects - Design Cost - Allowance of $150,000

Permit Costs - $12,500

Modular Block Wall - $16,675

Steel to Masonry Connection Flashing (Sent in RFIs) - $4,000

Decorative Metals Scope by Core Fab - $137,700

Drip Pan for OH Doors - $8,000

Paint Pickleball Court - $10,000

Lockers @ Kitchen - $3,500

Washer & Dryer (Laundry) - $2,000

Furniture (FFE) - $400,000
Furniture Consultant - $65,000

Data Communications - $50,000

Access Controls - $40,000

Generator Pad - $4,000

Relocate Existing Gas Line - $13,600

The following items were not considered in the proposal and are excluded:

- Cellular dialers.
- Casings and void forms for concrete.
- Integral Colored concrete.
- Curtain wall system.
- Engineering.
- Fire Pump.
- Graphics or branding.
- Gas line relocation is assumed to be performed by Black Hills Energy.
- Gas company fees.
- Moisture Mitigation.

- Primary Conductors..
- Public utility fees.
- Security system, Communications, AV Equipment and systems, TVs, wall mounts, etc.
- Signal repeaters.
- Trail Signage.
- Utility company fees.
- Window Film or tint.

Thank you for the opportunity,

Cameron Townsend
Senior Project Manager
Buffalo Builders
903-312-8893

RESOLUTION NO._____

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE DESIGN CONTRACT WITH EARTHPLAN DESIGN ALTERNATIVES FOR THE SPRINGDALE SENIOR CENTER

WHEREAS, the Earthplan Design Alternatives was contracted for the civil design for the new Springdale Senior Center;

WHEREAS, Architectural design changes and site limitations necessitated several design iterations;

WHEREAS, The project has been influenced by the Market Center of the Ozarks project on the south side and East Emma Avenue project to the north;

WHEREAS, The design contract needs to be amended to add additional construction phase services;

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 an amendment with Earthplan Design Alternatives at an hourly not to exceed cost of $18,493 to be paid out of the 2023 Senior Center Bond Fund.

PASSED AND APPROVED this ___ day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney

Ben as discussed.

We would like to request a change order to our contract due to the extra work incurred.

Amounts are as follows:

Required Informal Plat work: $3,770.00
This was required by Planning to combine the various parcels into one lot. This was outside the original scope of our contract.

Offsite Trail Design & Easement work: $2,687.50
This was requested by the City to provide connectivity to the main entrance to the Senior Center from the Trail system on the Airport property and connectivity to Meadow Ave to facilitate future trail connections to the west. The offsite trail is located on the adjacent property to the south and thus was not in the scope of work of the contract. Design work included coordinating with the adjacent property owners' engineer and design of the trail & a connection to the Senior Center. Also included in this request is creating the easements for the trail as well as easements to allow city operations to access on the private drive south of the Senior Center. As that drive is not a public drive. This allowed for a proper fire turn around as required by the Fire Marshal.

Changes due to building foot print changes: $8,035.00
Building Foot print was changed after grading and drainage work was substantially completed. These changes were directed so as to meet City Code requirements not considered by the Architect and Budget constraints. The Emma St building façade was mirrored to place a building entrance closer to the road intersection corner while moving the stair way tower to the west side to meet build-to-line requirements for the overall building. The building was also shortened to lower the square footage cost to help bring the project under budget. These changes occurred at different times and grading and drainage work had to be adjust to accommodate the project accordingly.

Construction Administrator Change: $4000.00
Update the construction administration work. This work includes additional public utility work/permitting and FAA permitting not in the original scope.

Total Extra work Cost comes to $18,492.50

Section 2 of the Contract would change from $24,000.00 to $38,492.50 (Δ$14,492.50)
Section 3 of the Contact would change from $10,500.00 to $14,500.00 (Δ$4,000.00)

To date EDA has billed
-100% of section 1 for the Survey work ($4,950.00)
-65% of Section 2 for the design work ($15,600.00) with 35% not billed ($8,400)
-0% of Section 3 Construction Administration.

Please let me know if you have any questions or need this on a separate letter head.

Thank you,

-James Geurtz, P.E.

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE TO ENTER INTO AN AGREEMENT & APPROPRIATE FUNDS FOR THE MEADOW STREET SIDE PATH AT BIG EMMA

WHEREAS, the Big Emma development on Meadow Ave. was originally designed and approved with a six-foot-wide sidewalk.

WHEREAS, the newest version of the City of Springdale Master Street Plan calls for minimum eight-foot-wide side paths.

WHEREAS, building side paths to the new eight-foot-wide specification promotes future trail connections.

WHEREAS, City staff requested a quote from Buffalo Builders, the contractor on the Big Emma project, to widen the six-foot sidewalk to an eight-foot side path as part of the ongoing construction.

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 an agreement with Buffalo Builders for widening of the six-foot sidewalk into an eight-foot side path at a cost of no more than $9,236.17, to be paid out of the Street Fund.

PASSED AND APPROVED this ___ day of July, 2024.

_____

_

Doug Sprouse, Mayor

ATTEST:

_____

Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____

Ernest Cate, City Attorney

Buffalo Builders, LLC
Powered by RedTeam

CHANGE PROPOSAL

05/17/2024

Casey Kleinhenz
Community Development Corp. of NWA, Inc.
808 N Main
Bentonville, AR 72712

Re: Our Change Proposal 1980002-11 for **Add Sidewalk for City Trail**

Project: Big Emma Apartments

BIg Emma OZB, LLC

Big Emma Apartments, 627 East Emma Avenue, Springdale, AR 72764

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Increase the width of planned sidewalks along E Meadow Avenue by 2'. Include widening at curb ramps.

Price:	**$ 9,236.17** *Nine Thousand Two Hundred Thirty Six Dollars and Seventeen Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
Clarification(s):	- 954 sf of Sidewalk at $8.00/sf 3 Widened Curb Ramps at $350.00/ea 6.00% Overhead and Profit
Expiration:	This Proposal shall remain open for 30 calendar day(s).

Please contact me at 501-301-0311 or via e-mail brian.carney@buffalo.builders if you have any questions or require additional information.
Regards,
Buffalo Builders, LLC
Brian Carney
Senior Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

Community Development Corp. of NWA, Inc.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM THE EPISCOPAL DIOCESE OF ARKANSAS FOR THE WATKINS AVENUE (48TH STREET TO GENE GEORGE BLVD.) PROJECT, PROJECT NO. 18BPS15.

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Watkins Avenue (48th Street to Gene George Blvd.) Improvement Project, Project No. 18BPS15 (Tract 3, Tract 4, and Tract 5), said lands being owned by the Episcopal Diocese of Arkansas, also known as Washington County Tax Parcel No. 815-29107-280, 815-29107-282, and 815-29107-290, located at 2898 S. 48th Street, 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 $112,350.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of $134,500.00 to acquire the easements across the Property, said amount being justified by comparable sales and recent increases in property values; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of $22,150.00 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 parcels of land for the Watkins Avenue (48th Street to Gene George Blvd.) Improvement Project, Project No. 18BPS15 (Tract 3, Tract 4, and Tract 5), said lands being owned by the Episcopal Diocese of Arkansas, for the total sum of $134,500.00 to be paid from the 2018 Street Bond.

PASSED AND APPROVED this _____ day of _____, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

_____
Ernest B. Cate, CITY ATTORNEY

APPRAISAL REPORT

ON

THE EPISCOPAL DIOCESE OF ARKANSAS PROPERTY,
(9.16± ACRES/399,006± SQUARE FEET);
LOCATED AT 2898 S. 48TH STREET,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY.

CITY PROJECT # – 18 BPS15
TRACT: 4

FOR

ARKANSAS DEPARTMENT OF TRANSPORTATION
PO BOX 2261, LITTLE ROCK, AR 72203

AND

CITY OF SPRINGDALE
SPRINGDALE, AR

BY

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

FILE NO. 6613-4

AS OF

NOVEMBER 2, 2023

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 • Ann Julian

November 7, 2023

Ben Peters
Director of Engineering
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: Tract 4 – The Episcopal Diocese of Arkansas Property, (9.16± Acres/399,006± Square Feet); Located At 2898 S. 48th Street, Springdale, Arkansas; Washington County.

Dear Mr. Peters:

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

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

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

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 8,696± square feet (SF), or .20± acre (AC) in right-of-way acquisition (ROW), and 1,897± SF, or .04± AC in permanent utility easement (PUE) as of November 2, 2023, and, the market value of the Remainder Property after the acquisition of 8,696± square feet (SF), or .20± acre (AC) in ROW, and 1,897± SF, or .04± AC in PUE, is in place, also as of November 2, 2023.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of November 2, 2023, was as follows:

Whole Property	=	$4,790,650
Remainder Property	=	$4,678,300
Damage To Market Value - - -	=	$ 112,350

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

The following Extraordinary Assumptions are utilized in this report:

1. **Subject land sizes, Whole Property and Remainder Property, is approximately as indicated;**
2. **The area of acquisition is approximately as indicated;**
3. **The City of Springdale, at their expense, will put the land area and asphalt drive located within the permanent utility easement back to as near original condition as possible;**
4. **Subject will have adequate ingress/egress to/from Watkins Avenue;**
5. **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 Watkins Avenue Widening and Trails Project is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Watkins Avenue Widening and Trails Project was not complete and in place as of November 2, 2023. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

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

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

Sincerely,

Shannon Reed Mueller, MAI CG2302
REED & ASSOCIATES, INC.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: SWC of Watkins Avenue and S. 48th Street, Springdale, AR (2898 S. 48th Street)
Client: City of Springdale
Fee Owner: Larry R. Benfield, as Bishop of the Episcopal Diocese of Arkansas, as his successors in office
Mailing Address: 206 North Westwood Lane; Springdale, Arkansas 72762

Area Of The Whole:	9.16± ACS, or 399,006± SF	Permanent Utility SF Easement	0.04± AC, or 1,897± SF
Area Of Remainder:	8.96± ACS, or 390,330± SF		
Area Of Acquisition:	0.20± AC, or 8,676± SF	Temporary Construction Easement:	Not Applicable

HIGHEST AND BEST USE:

Whole Property- As Vacant- Commercial Development
As Improved-Continued Special Purpose Use, Subject includes excess land that could be marketed separately.

Remainder Property- As Vacant- Commercial Development
As Improved-Continued Special Purpose Use, Subject includes excess land that could be marketed separately.

ACQUISITION COMPENSATION:

Before			
Land: 399,006± SF	$	4,788,100	
Improvements: 1 Tree, 350± SF asphalt	$	2,550	
Total:		$	4,790,650
After			
Land: 390,330± SF	$	4,678,300	
Improvements: None Considered	$	0	
Total		$	4,678,300
FAIR MARKET VALUE OF ACQUISITION		$	112,350
Plus: TCE		$	N/A
Total Compensation as of: November 2, 2023		$	112,350

ALLOCATION OF COMPENSATION

Land: 8,676± SF @ $12.00/SF (RND)	$	104,100
Permanent Easement: 1,897± SF @ $12.00/SF X 25% (RND)	$	5,700
Temporary Construction Easement: Not Applicable	$	0
Improvements: 1 Tree, 350± SF asphalt	$	2,550
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**112,350**

EpiscopalArkansas

April 16, 2024

Mr. Ryan Carr
City of Springdale
Engineering Dept
201 Springdale, AR 72764

RE: LETTER OF INTENT TO SELL- Right of Way Easement
Watkins Avenue Improvements
Property Address: 2898 N. 40th Street
Parcel No. 815-29107-280, 815-29107-282 & 815-29107-290

Dear Mr. Carr,

Thank you for sending the detailed appraisal report with your letter of January 4, 2024. As you have been made aware, we had a change of leadership in the Diocese of Arkansas thus the delay in our response.

As it is far in advance for us having any knowledge of how we plan to utilize our entire property, we do want to be good stewards to our community as well as our church community.

Please accept this Letter of Intent to Sell Right of Way Easements on the above-mentioned parcels at a counteroffer price of $134,500 and with the understanding that the church may, in the future and at the church's expense, be allowed to install and anchor bench seating along the pathway. In addition, the revised offer will need to be in the following contractual name: The Right Reverend John T.W. Harmon, Bishop Diocese of Arkansas.

Should the City of Springfield accept this Letter of Intent to Sell, be it so understood that the above-mentioned price, understanding, and name change are the only modifications to your offer. Please revise the offer and return it to the address below. I am available to quickly provide a signature and return the documents to you.

With all good regards, I am,

+John Harmon

The Rt Rev John T.W. Harmon
Bishop, Diocese of Arkansas
P.O. Box 164668
Little Rock, AR 72216-4668

EpiscopalArkansas

July 9, 2024

Mr. Ryan Carr
City of Springdale
Engineering Dept
201 Springdale, AR 72764

RE: Watkins Avenue Tract 3-5 Counteroffer
Property Address: 2898 N. 40th Street
Parcel No. 815-29107-280, 815-29107-282 & 815-29107-290

Dear Mr. Carr,

St. Thomas' Church forwarded me your response to the counteroffer. Thank you. Reviewing the appraisal provided by the City of Springdale, the five comparisons used, except for one, were older. The comparisons listed below include one from each year, 2022-2024. They are within proximity to St Thomas' property, have similarities, and allow for an increased dollar amount per square footage. We ask that you reexamine the comparison sales model utilizing newer comparisons.

REAL PROPERTY TRANSFERS WITHIN APROXIMATELY ½ MILE TO ST. THOMAS
FOR THE PURPOSE OF FAIR MARKET VALUE COMPARISONS
(Information from June 19, 2024)

NOTE: *These properties were found by looking at the Washington County Tax Assessor's aerial of the area and finding properties which were believed to have been sold in the past few years.*

1. **Deed #1**: To Club Car Wash recorded on August 30, 2023. This was for a vacant 2.35-acre tract with a sales price of $1,650,000.00 (an average of $617,977.52 per acre). This property is similar to the St. Thomas' property as it is located on 48th Street and on a corner). (14.19 SF)
2. **Deed #2**: To 412 Building, Co., LLC recorded on February 1, 2024. This was for a vacant 1.36-acre tract with a sales price of $1,500,000.00 ($1,102, 941.10 per acre). This is similar to the St. Thomas' property as it is located on a corner. (25.32 SF)
3. **Deed #3**: To Springdale HB Investors, LLC on August 19, 2022. This was for a vacant 1.18-acre tract with a sales price of $1,000,000.00 ($847,457.62 per acre). (19.45 SF) NOTE: This property was subsequently improved with a fast-food restaurant and sold for $5,275,000.00.

With all good regards, I am,

+ John Harmon

The Right Reverend John T. W. Harmon
Bishop, Diocese of Arkansas
P.O. Box 164668
Little Rock, AR 72216-4668

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ACQUISITION SERVICES FOR N. 56th STREET EXTENSION

WHEREAS, the City of Springdale is in need of acquisition services for the N 56th Street from Elm Springs Road to County Line Road;

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

WHEREAS, the price not to exceed for professional acquisition services shall be $339,592.50.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Contract Land Staff for acquisition services in the amount of $339,592.50 to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this_____day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, CITY CLERK

APPROVED:

_____
Ernest B. Cate, CITY ATTORNEY

MASTER SERVICES AGREEMENT

This Master Services Agreement (this **"Agreement"**) is entered into effective as of June 19, 2024 by and between **City of Springdale, Arkansas**, (**"Client"**) having its principal place of business at 201 Spring Street, Springdale, Arkansas 72764, United States, and **Contract Land Staff, LLC**, a Delaware limited liability company (**"Contractor"**), having its principal place of business at 2245 Texas Drive, Suite 200, Sugar Land, TX 77479. The Client and Contractor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

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

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

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

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

4. Confidential Information.

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

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

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

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

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

5. Cross Indemnification.

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

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

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

6. Scope of Liability.

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

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

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

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

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

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

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

10. Termination and Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Non-Solicitation and Non-Compete. Client will not directly or indirectly employ or recruit for employment any employee or subcontracted person of Contractor during the term of

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

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

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

City of Springdale, Arkansas		**Contract Land Staff, LLC**	
By:	_____ (Signature)	By:	_____ (Signature)
Name:	_____ (Printed Name)	Name:	_____ (Printed Name)
Title:	_____	Title:	_____

EXHIBIT "A"

Insurance Coverage

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

SAMPLE WORK ORDER
Scope of Services, Schedule, Compensation

Date	June 19, 2024
Client	City of Springdale, Arkansas
Contractor	Contract Land Staff, LLC
Project	N Gene George Blvd. Expansion
Project No.	

SCOPE OF WORK, SCHEDULE

TBD

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

City of Springdale, Arkansas

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Contract Land Staff, LLC

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

EXHIBIT "C"

Schedule of Rates and the Expense Reimbursement Procedures

TBD

CONTRACT LAND STAFF

June 24, 2024

City of Springdale, Arkansas
Gene George North

1.0 Easement Acquisition Scope of Work

Contract Land Staff, LLC (CLS) offers the information herein for consideration by the City of Springdale (Client) to utilize CLS in connection with right-of-way services for the Gene George North project. For the purposes of this Scope of Work, it is assumed that there will be 63 Easement Parcels (with all easements on each property counting as one parcel) with four(4) of those involving relocation services. CLS will perform the following services:

1.1 Project Management

a. Communication

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

b. File Management

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

c. Administration

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

1.2 Title Services

a. CLS will secure updated title reports from Waco Title, analyze the commitments or reports to determine potential title problems and prepare title curative plans outlining methods to cure title deficiencies.

b. CLS will request final closing figures from the title company and carefully review the figures to ensure the accuracy of preparation.

c. Title Company (Waco Title) will be responsible for conducting the closing and recording all conveyance documents.

1.3 Acquisition Services

a. CLS will review appraisal reports and confirm the approval of Client before making offer for each parcel/easement.

d. CLS will review all title reports before negotiations to ensure that we have the appropriate parties to sign the documents.

e. CLS will prepare the offer letters approved by the Client. CLS will use the instruments of conveyance provided by the client and obtain Client approval on any changes requested by the property owner.

f. CLS will, when possible, deliver the written offer to each property owner or the property owner's designated representative. Otherwise, offer packages will be sent via Certified Mail, Return Receipt Requested.

g. CLS will respond to property owner inquiries verbally or in writing within two business days.

h. CLS will prepare and maintain a contact log for each parcel.

i. CLS will ensure that conveyance documents are signed by all parties and that the acquisition paperwork is transmitted to the title company.

j. The City of Springdale will instruct CLS on its policy regarding subordination or release of existing liens. Recording fees or fees charged by financial institutions to process subordinations or lien releases will be paid directly by the Client.

k. CLS will request final closing figures from the title company, review them for accuracy, and coordinate all closings.

l. CLS will transmit all electronic closeout files to the Client at the close of the project.

1.4 Relocation Services

a. CLS will meet with the landowners of the parcels requiring relocation services to explain the Clients' relocation process.

b. CLS will coordinate obtaining moving estimates with the landowner and prepare any associated moving claim forms for approval by the City.

c. CLS will submit the moving claim forms to the Client for payment.

1.5 Condemnation Support Services (Pre-Hearing Support)

d. If negotiations are unsuccessful, CLS will prepare and send a final offer package to the property owner(s) by Regular Mail and Certified Mail, Return Receipt Requested.

e. CLS will prepare and provide the Client a Request for Condemnation Package that includes a recommendation to proceed with condemnation. The package shall include a memo reflecting all interested parties to be joined in the condemnation proceeding, updated title report, appraisal, initial offer package, final offer package, negotiator reports, and any additional information necessary to prepare the parcel for condemnation.

1.6 Additional Services

a. Tasks not specifically identified in the Scope of Work above will be considered outside of scope and will be performed on an as-needed basis upon authorization by the Client.

CLS
CONTRACT LAND STAFF

City of Springdale, Arkansas
Gene George North
Fee Estimate
7/10/2024

Hourly Rates by Category of Personnel

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

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

	Hours	Rates	Totals
Project Management			
Contract Administration/Project oversight/attend project meetings, subconsultant coordination (estimate 2 hours per parcel)	126	(PM)	**$18,900.00**
Title and Closing Services			
Complete title research and prepare Limited Title Certificates	5	(TA)	$525.00
Update Title and conduct closings	1	(RA)	$115.00
Review updated title report, releases and approve closings	1	(PM)	$150.00
Total Per Parcel			$790.00
Estimated Number of Parcels		59	**$46,610.00**
Title Services (Waco Title) - Fee Simple Parcels			
Title Update	$300.00		
Closing Fee	$750.00		
Total Per Parcel			$1,050.00
Estimated Number of Parcels		4	**$4,200.00**
GRAND TOTAL FOR TITLE AND CLOSING SERVICES			**$50,810.00**
EASEMENT ACQUISITION PHASE			
Negotiation Services			
Set up parcel files, print appraisals, draft offer letters, create offer pkgs	1	(RT)	$90.00
Set up CLS Link/create acquisition drawings, manage database	2	(GIS)	$190.00
Negotiate acquisition of parcel (Counteroffers, Payment Packages, Coordinate Closing, Review Docs)	32	(RA)	$3,680.00
File closeout	1	(RT)	$90.00
Total Per Parcel			$4,050.00
Estimated Number of Parcels		63	
Total Estimate for Negotiations			**$255,150.00**
Reimbursable Expenses			
Project Mileage	3500	$0.67	$2,345.00
Postage/Certified or Priority Mail	63.00	$12.50	$787.50
Total Reimbursable Expenses			**$3,132.50**
Relocation Services			
Handle Relocation Tasks (estimated 4 relocations)	20	(SA)	$2,600.00
Total Relocation Services			**$2,600.00**
Preliminary Condemnation Support			
Draft Condemnation Package	1	(RT)	$900.00
Estimated Number of Condemnation Files		10	
Total Condemnation Support			**$9,000.00**
TOTAL ESTIMATE FOR ALL SERVICES			**$339,592.50**

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM SPRINGDALE THOMPSON WAREHOUSE, LLC.

WHEREAS, Springdale Thompson Warehouse, LLC, is desirous of making a gift of land to the City of Springdale, Arkansas, said land being more particularly described as follows:

Part of the West Half of the Northwest Quarter of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas being more particularly described as follows: Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter. Thence along the East line of said Forty, North 03 degrees 04 minutes 07 seconds East, 1,154.96 feet. Thence leaving said East line, North 87 degrees 06 minutes 16 seconds West, 402.60 feet to an existing rebar and the Point of Beginning. Thence continuing, North 87 degrees 06 minutes 16 seconds West, 355.75 feet to a set rebar with cap. Thence North 02 degrees 30 minutes 35 seconds East, 52.13 feet. Thence South 87 degrees 32 minutes 58 seconds East, 17.90 feet to a set rebar with cap. Thence North 02 degrees 24 minutes 02 seconds East, 152.67 feet to a set rebar with cap at a fence. Thence along said fence the following bearings and distances: North 55 degrees 07 minutes 25 seconds East, 50.08 feet to a fence corner. North 26 degrees 18 minutes 38 seconds East, 221.19 feet to a fence corner. North 02 degrees 27 minutes 43 seconds East, 352.39 feet to a fence corner. North 03 degrees 18 minutes 58 seconds East, 19.15 feet to a fence corner. North 02 degrees 44 minutes 25 seconds West, 20.14 feet to a fence corner. North 17 degrees 24 minutes 05 seconds West, 18.37 feet to a fence corner. North 26 degrees 51 minutes 47 seconds West, 19.87 feet to a fence corner. North 34 degrees 08 minutes 10 seconds West, 19.93 feet to a fence corner. North 41 degrees 47 minutes 38 seconds West, 19.78 feet to a fence corner. North 54 degrees 38 minutes 02 seconds West, 19.64 feet to a fence corner. North 69 degrees 40 minutes 16 seconds West, 19.45 feet to a fence corner. North 83 degrees 32 minutes 55 seconds West, 29.36 feet to a fence corner. North 86 degrees 33 minutes 28 seconds West, 43.13 feet to a set "X" cut into concrete. Thence leaving said fence, North 09 degrees 23 minutes 46 seconds East, 52.37 feet to a set rebar with cap. Thence North 02 degrees 41 minutes 01 seconds East, 188.33 feet to an existing rebar. Thence South 86 degrees 26 minutes 20 seconds East, 193.58 feet to the centerline of Spring Creek. Thence along said centerline the following bearings and distances: South 19 degrees 42 minutes 41 seconds East, 68.33 feet. South 10 degrees 56 minutes 36 seconds East, 84.19 feet. South 08 degrees 51 minutes 02 seconds West, 80.94 feet. South 05 degrees 50 minutes 07 seconds West, 73.69 feet. South 00 degrees 52 minutes 34 seconds East, 95.11 feet. South 08 degrees 33 minutes 04 seconds East, 40.85 feet. South 17 degrees 05 minutes 49 seconds East, 41.90 feet. South 28 degrees 45 minutes 37 seconds East, 40.98 feet. South 45 degrees 24 minutes 26 seconds East, 40.77 feet. South 51 degrees 01 minutes 08 seconds East, 68.43 feet. South 60 degrees 29 minutes 29 seconds East, 31.21 feet. South 62 degrees 02 minutes 46 seconds East, 68.99 feet. South 31 degrees 56 minutes 55 seconds East, 118.55 feet. South 16 degrees 38 minutes 42 seconds East, 66.23 feet. South 03 degrees 05 minutes 17 seconds East, 137.91 feet. South 16 degrees 50 minutes 40 seconds West, 60.72 feet. South 03 degrees 11 minutes 38 seconds East, 49.45 feet. Thence leaving said centerline, North 87 degrees 19 minutes 28 seconds West, 188.48 feet to an existing rebar. Thence South 02 degrees 40 minutes 18 seconds West, 126.88 feet to the Point of Beginning, containing 7.48 acres and subject to any Easements of Record. Also known as Lot 2 of Breeden Addition.

WHEREAS, this gift of land will greatly assist with the maintenance and preservation of the Razorback Greenway Trail.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are authorized to accept the donation of the above described property from Springdale Thompson Warehouse, LLC., upon proof being provided that the above-described property will be transferred with good and clear title.

PASSED AND APPROVED this 23rd day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED:

_____
Ernest B. Cate, City Attorney

BREEDEN ADDITION - LOTS 1 & 2

BEING A TRACT SPLIT OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 30 WEST, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

CERTIFICATE OF TRANSMITTAL, OWNERSHIP & ORDINANCE

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

Date of Execution: _____

Signed: _____
Springdale Thompson Warehouse LLC

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
Approval for Recording	_____	_____ Director, Planning and Community Development Division
Commission	_____	_____ Secretary, Planning Commission
	_____	_____ Chairman, Planning Commission
Water and Sewer	_____	_____ Engineer, Springdale Water Utilities
Streets and Drainage	_____	_____ City Engineer

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 SURVEYING ACCURACY

I, _____, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No._____
State of Arkansas

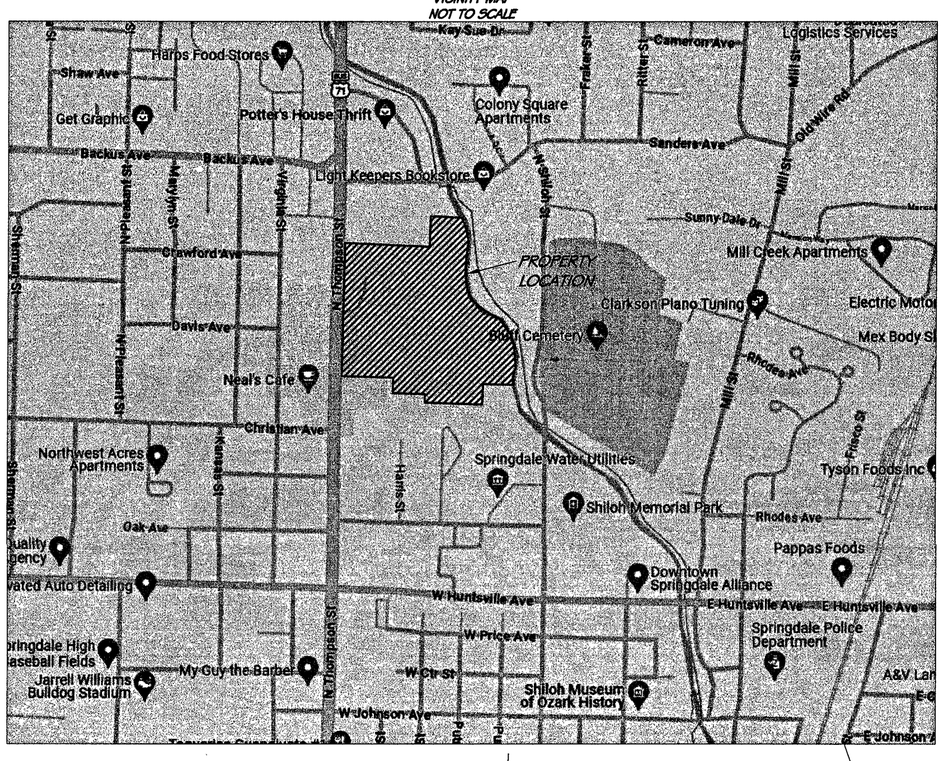
STATEMENT OF NON-BUILDABILTY

APPROVAL OF THIS PLAN DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF WASHINGTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

STATEMENT OF NON-ASSURANCE

THE APPROVAL OF THIS PLAT DOES NOT CARRY ANY ASSURANCE THAT THE TRACT OR TRACTS WILL QUALIFY FOR A SEPTIC SYSTEM PERMIT FROM THE ARKANSAS HEALTH DEPARTMENT.

VICINITY MAP
NOT TO SCALE



PARCEL #815-28337-000
CLUB CAR WASH
SPRINGDALE THOMPSON LLC
1591 E PRATHERSVILLE RD
COLUMBIA, MO 65202

PARCEL #815-28335-000
AGUSTIN & MARIA LOPEZ
1213 N NECESSARY RD
ROGERS, AR 72758

PARCEL #815-28340-000
CITY OF SPRINGDALE
201 N SPRING ST
SPRINGDALE, AR 72764

PARCEL #815-28346-002
CLUB CAR WASH
SPRINGDALE THOMPSON LLC
1591 E PRATHERSVILLE RD
COLUMBIA, MO 65202

PARCEL #815-28346-000
DEJARETT PROPERTIES LLC
1109 N THOMPSON ST
SPRINGDALE, AR 72764

PARCEL #815-28348-000
SPRINGDALE THOMPSON WAREHOUSE LLC
PO BOX 664
VAN BUREN, AR 72957

PARCEL #815-28349-000
SPRINGDALE THOMPSON WAREHOUSE LLC
PO BOX 664
VAN BUREN, AR 72957

PARCEL #815-28343-001
CITY OF SPRINGDALE
201 N SPRING ST
SPRINGDALE, AR 72764

PARCEL #815-28350-001
MFB INVESTMENTS LLC
1403 E 6TH ST
LITTLE ROCK, AR 72202

PARCEL #815-28351-000
SPRINGDALE THOMPSON WAREHOUSE LLC
PO BOX 664
VAN BUREN, AR 72957

PARCEL #815-28350-000
RETURNING HOME, INC.
ATTN; NICK ROBBINS
703 N THOMPSON ST
SPRINGDALE, AR 72764

PARCEL #815-28343-002
SPRINGDALE WATER & SEWER
PO BOX 769
SPRINGDALE, AR 72765

PARCEL #815-28363-000
604-620 OAK AVENUE LLC
604 OAK AVE
SPRINGDALE, AR 72764

PARCEL #815-28363-001
SPRINGDALE WATER & SEWER
P O BOX 769
SPRINGDALE, AR 72765

REF #1 E.R.B.
S 86°26'20" E 193.58'
S 73°39'16" W 14.10'
N 02°41'01" E 188.33'
30' BUILDING SETBACK LINE
S 86°32'42" E 525.31'
10' SIDE YARD SETBACK
S.P.K.N.
S 09°23'46" W 52.37'
SET "X" CUT IN CONC.
L1 — F.C. L2 - F.C. L3 F.C. L4 F.C. L5 F.C. L6 F.C. L7 F.C. L8 F.C. L9 F.C. L10 F.C.
APPROXIMATE LOCATION OF SEWER LINE
PAVEMENT
CONC.
CONC. BLOCK & METAL BUILDING
CONC. RETAINING WALL
PARENT TRACT
19.83 ACRES
LOT 1
12.35 ACRES
LOT 2
7.48 ACRES
ZONE - C-2
ZONE - MF-12
20' REAR YARD SETBACK
S 02°27'43" W 352.39'
S 05°51'02" W 80.94'
S 05°50'07" W 73.69'
S 05°22'34" E 65.11'
S 08°33'04" E 40.85'
S 17°05'49" E 41.90'
S 28°45'37" E 40.98'
S 45°24'26" E 40.77'
S 51°21'08" E 63.43'
S 60°29'29" E 31.21'
S 62°02'46" E 68.99'
S 31°56'55" E 118.55'
S 16°23'44" E 66.33'
S 03°05'17" E 137.91'
S 16°50'40" W 60.72'
S 03°11'38" E 49.45'
N 87°19'28" W 188.48'
S 02°40'18" W 126.88'
N 87°06'16" W 355.75'
N 87°06'16" W 402.60'
N 03°04'07" E 1154.96'
APPROXIMATE LOCATION OF 100 YEAR FLOOD ZONE
SPRING CREEK
APPROXIMATE LOCATION OF WATER LINE
S 26°18'38" W 221.19'
S 55°07'25" W 50.08'
N 02°30'35" E 52.13'
N 87°40'50" W 317.52'
N 02°05'28" E 825.63'
N 02°24'02" W 152.67'
S 02°24'02" W 17.90'
N 02°05'28" E 97.44'
N 87°32'58" W 216.96'
199.06'
191.19'
S.R.B.
P.O.B. LOT 1
P.O.B. PARENT TRACT & LOT 2
F.C.
E.R.R.S.
C.P.
C.S.
F.H.
W.V.
T.R.
P.P.
G.M.
SW NW
LOT 1 - ±0.74 ACRES
LOT 2 - ±1.48 ACRES
NW NW
LOT 1 - ±1.61 ACRES
LOT 2 - ±6.00 ACRES
30' BUILDING SETBACK LINE
20' REAR YARD SETBACK
10' SIDE YARD SETBACK
5E CORNER, SW 1/4 NW 1/4, SECTION 36, T-18-N, R-30-W
500-18N-30W-0-36-400-72-0147-1443-1915
U.S. HIGHWAY 71 (NORTH THOMPSON AVENUE)
9.6'x9.6' METAL BUILDING
BRICK ROCK GARDEN
ELECTRIC BOX ON CONC.
METAL BOX ON CONC.
PROPANE TANK
COVERED AREA
CONC. BLOCK BUILDING
GATE
CONC. WALL

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 86°33'28" E	43.13
L2	S 83°32'55" E	29.36
L3	S 69°40'16" E	19.45
L4	S 54°38'02" E	19.64
L5	S 41°47'38" E	19.78
L6	S 34°08'10" E	19.93
L7	S 26°51'47" E	19.87
L8	S 17°24'05" E	18.37
L9	S 02°44'25" E	20.14
L10	S 03°18'58" W	19.15

LEGEND
- E.R.B. - 1/2" EXISTING REBAR
- E.R.R.S. - EXISTING RAILROAD SPIKE
- C.S. - EXISTING COTTON SPINDLE
- F.C. - FENCE CORNER
- S.R.B. 1/2" SET REBAR WITH CAP
- S.P.K.N. - SET P/K NAIL
- SET "X" IN CONC. - "X" CUT IN CONCRETE
- C.P. - COMPUTED POINT
- W.V. - WATER VALVE
- F.H. FIRE HYDRANT
- T.R. - TELEPHONE RISER
- P.P. - POWER POLE
- G.M. - GAS METER
- BUILDING
- PAVEMENT
- COVERED AREA
- CONC. - CONCRETE
- GRAVEL
- BUILDING
- BOUNDARY
- CENTERLINE
- CONC. - CONCRETE
- FENCE
- ADJOINING PROPERTY OWNER
- QUARTER LINE
- EDGE OF PAVEMENT
- R/W LINE - RIGHT OF WAY LINE
- OVERHEAD ELECTRIC
- TOP BANK
- SETBACK LINE
- FLOOD ZONE

TRACT SPLIT

PROPERTY DESCRIPTION

PARCEL #815-28343-000
PARCEL #815-28348-000
PARCEL #815-28349-000
PARCEL #815-28351-000
Parent Tract

Part of the West Half of the Northwest Quarter of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter. Thence along the East line of said Forty, North 03 degrees 04 minutes 07 seconds East, 1,154.96 feet. Thence leaving said East line, North 87 degrees 06 minutes 16 seconds West, 402.60 feet to an existing rebar and the Point of Beginning. Thence continuing, North 87 degrees 06 minutes 16 seconds West, 355.75 feet to a set rebar with cap. Thence North 02 degrees 30 minutes 35 seconds East, 52.13 feet. Thence North 87 degrees 32 minutes 58 seconds West, 199.06 feet to an existing cotton spindle. Thence North 02 degrees 05 minutes 48 seconds East, 97.44 feet to an existing railroad spike. Thence North 87 degrees 40 minutes 50 seconds West, 317.52 feet to an existing railroad spike on the East right of way line of U.S. Highway 71. Thence along said right of way line, North 02 degrees 05 minutes 28 seconds East, 825.63 feet to an existing rebar. Thence leaving said right of way line, South 86 degrees 32 minutes 42 seconds East, 525.31 feet to a set p/k nail. Thence North 02 degrees 41 minutes 01 seconds East, 188.33 feet to an existing rebar. Thence South 86 degrees 26 minutes 20 seconds East, 193.58 feet to the centerline of Spring Creek. Thence along said centerline the following bearings and distances: South 19 degrees 42 minutes 41 seconds East, 68.33 feet. South 10 degrees 56 minutes 36 seconds East, 84.19 feet. South 08 degrees 51 minutes 02 seconds West, 80.94 feet. South 05 degrees 50 minutes 07 seconds West, 73.69 feet. South 00 degrees 52 minutes 34 seconds East, 95.11 feet. South 08 degrees 33 minutes 04 seconds East, 40.85 feet. South 17 degrees 05 minutes 49 seconds East, 41.90 feet. South 28 degrees 45 minutes 37 seconds East, 40.98 feet. South 45 degrees 24 minutes 26 seconds East, 40.77 feet. South 51 degrees 01 minutes 08 seconds East, 68.43 feet. South 60 degrees 29 minutes 29 seconds East, 31.21 feet. South 62 degrees 02 minutes 46 seconds East, 68.99 feet. South 31 degrees 56 minutes 55 seconds East, 118.55 feet. South 16 degrees 38 minutes 42 seconds East, 66.23 feet. South 03 degrees 05 minutes 17 seconds East, 137.91 feet. South 16 degrees 50 minutes 40 seconds West, 60.72 feet. South 03 degrees 11 minutes 38 seconds East, 49.45 feet. Thence leaving said centerline, North 87 degrees 19 minutes 28 seconds West, 188.48 feet to an existing rebar. Thence South 02 degrees 40 minutes 18 seconds West, 126.88 feet to the Point of Beginning, containing 19.83 acres and subject to any Easements of Record.

Lot 1

Part of the West Half of the Northwest Quarter of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter. Thence along the East line of said Forty, North 03 degrees 04 minutes 07 seconds East, 1,154.96 feet. Thence leaving said East line, North 87 degrees 06 minutes 16 seconds West, 758.35 feet to a set rebar with cap. Thence North 02 degrees 30 minutes 35 seconds East, 52.13 feet to the Point of Beginning. Thence North 87 degrees 32 minutes 58 seconds West, 199.06 feet to an existing cotton spindle. Thence North 02 degrees 05 minutes 48 seconds East, 97.44 feet to an existing railroad spike. Thence North 87 degrees 40 minutes 50 seconds West, 317.52 feet to an existing railroad spike on the East right of way line of U.S. Highway 71. Thence along said right of way line, North 02 degrees 05 minutes 28 seconds East, 825.63 feet to an existing rebar. Thence leaving said right of way line, South 86 degrees 32 minutes 42 seconds East, 525.31 feet to a set p/k nail. Thence South 09 degrees 23 minutes 46 seconds West, 52.37 feet to a set "X" cut into concrete at a fence. Thence along said fence the following bearings and distances: South 86 degrees 33 minutes 28 seconds East, 43.13 feet to a fence corner. South 83 degrees 32 minutes 55 seconds East, 29.36 feet to a fence corner. South 69 degrees 40 minutes 16 seconds East, 19.45 feet to a fence corner. South 54 degrees 38 minutes 02 seconds East, 19.64 feet to a fence corner. South 41 degrees 47 minutes 38 seconds East, 19.78 feet to a fence corner. South 34 degrees 08 minutes 10 seconds East, 19.93 feet to a fence corner. South 26 degrees 51 minutes 47 seconds East, 19.87 feet to a fence corner. South 17 degrees 24 minutes 05 seconds East, 18.37 feet to a fence corner. South 02 degrees 44 minutes 25 seconds East, 20.14 feet to a fence corner. South 03 degrees 18 minutes 58 seconds West, 19.15 feet to a fence corner. South 02 degrees 27 minutes 43 seconds West, 352.39 feet to a fence corner. South 26 degrees 18 minutes 38 seconds West, 221.19 feet to a fence corner. South 55 degrees 07 minutes 25 seconds West, 50.08 feet to a fence corner. Thence leaving said fence, South 02 degrees 24 minutes 02 seconds West, 152.67 feet to a set rebar with cap. Thence North 87 degrees 32 minutes 58 seconds West, 17.90 feet to the Point of Beginning, containing 12.35 acres and subject to any Easements of Record.

Lot 2

Part of the West Half of the Northwest Quarter of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter. Thence along the East line of said Forty, North 03 degrees 04 minutes 07 seconds East, 1,154.96 feet. Thence leaving said East line, North 87 degrees 06 minutes 16 seconds West, 402.60 feet to an existing rebar and the Point of Beginning. Thence continuing, North 87 degrees 06 minutes 16 seconds West, 355.75 feet to a set rebar with cap. Thence North 02 degrees 30 minutes 35 seconds East, 52.13 feet. Thence South 87 degrees 32 minutes 58 seconds East, 17.90 feet to a set rebar with cap. Thence North 02 degrees 24 minutes 02 seconds East, 152.67 feet to a set rebar with cap at a fence. Thence along said fence the following bearings and distances: North 55 degrees 07 minutes 25 seconds East, 50.08 feet to a fence corner. North 26 degrees 18 minutes 38 seconds East, 221.19 feet to a fence corner. North 02 degrees 27 minutes 43 seconds East, 352.39 feet to a fence corner. North 03 degrees 18 minutes 58 seconds East, 19.15 feet to a fence corner. North 02 degrees 44 minutes 25 seconds West, 20.14 feet to a fence corner. North 17 degrees 24 minutes 05 seconds West, 18.37 feet to a fence corner. North 26 degrees 51 minutes 47 seconds West, 19.87 feet to a fence corner. North 34 degrees 08 minutes 10 seconds West, 19.93 feet to a fence corner. North 41 degrees 47 minutes 38 seconds West, 19.78 feet to a fence corner. North 54 degrees 38 minutes 02 seconds West, 19.64 feet to a fence corner. North 69 degrees 40 minutes 16 seconds West, 19.45 feet to a fence corner. North 83 degrees 32 minutes 55 seconds West, 29.36 feet to a fence corner. North 86 degrees 33 minutes 28 seconds West, 43.13 feet to a set "X" cut into concrete. Thence leaving said fence, North 09 degrees 23 minutes 46 seconds East, 52.37 feet to a set rebar with cap. Thence North 02 degrees 41 minutes 01 seconds East, 188.33 feet to an existing rebar. Thence South 86 degrees 26 minutes 20 seconds East, 193.58 feet to the centerline of Spring Creek. Thence along said centerline the following bearings and distances: South 19 degrees 42 minutes 41 seconds East, 68.33 feet. South 10 degrees 56 minutes 36 seconds East, 84.19 feet. South 08 degrees 51 minutes 02 seconds West, 80.94 feet. South 05 degrees 50 minutes 07 seconds West, 73.69 feet. South 00 degrees 52 minutes 34 seconds East, 95.11 feet. South 08 degrees 33 minutes 04 seconds East, 40.85 feet. South 17 degrees 05 minutes 49 seconds East, 41.90 feet. South 28 degrees 45 minutes 37 seconds East, 40.98 feet. South 45 degrees 24 minutes 26 seconds East, 40.77 feet. South 51 degrees 01 minutes 08 seconds East, 68.43 feet. South 60 degrees 29 minutes 29 seconds East, 31.21 feet. South 62 degrees 02 minutes 46 seconds East, 68.99 feet. South 31 degrees 56 minutes 55 seconds East, 118.55 feet. South 16 degrees 38 minutes 42 seconds East, 66.23 feet. South 03 degrees 05 minutes 17 seconds East, 137.91 feet. South 16 degrees 50 minutes 40 seconds West, 60.72 feet. South 03 degrees 11 minutes 38 seconds East, 49.45 feet. Thence leaving said centerline, North 87 degrees 19 minutes 28 seconds West, 188.48 feet to an existing rebar. Thence South 02 degrees 40 minutes 18 seconds West, 126.88 feet to the Point of Beginning, containing 7.48 acres and subject to any Easements of Record.

SURVEYOR'S NOTE: A portion of this property does lie within the 100-Year Flood Zone according to the Flood Map for the Washington County, Arkansas Community Panel No. 05143C0060F, Dated: May 16, 2008.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis 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

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if Requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plot. No title search was done and record ownership, Rights of Way of road and Easements to and across this property must be confirmed by others. The Buyer or Owner of this property should satisfy themselves as to the correct owner through a title search or review by an attorney.

Satterfield Land Surveyors P.A., Copyright 2023

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.

60' 30' 0 GRAPHIC SCALE 60' 120'

REFERENCE DEED	SPECIAL WARRANTY DEED DOCUMENT 2014-00021537
SURVEY REFERENCES	
1 - BLEW & ASSOCIATES - #08-413 - 1/5/09	

BASIS OF BEARING
ARKANSAS STATE PLANE COORDINATES GRID NORTH 1983.

REVISIONS

VICINITY MAP
T-18-N R-30-W
NW NW | NE NW | NE
SW NW | SE NW | SW | SE
CP 36

LEGEND
- S.R.B. = SET 1/2" REBAR W/ CAP
- S.P/K.N. = SET P/K NAIL
- S.R.R.S. = SET RAILROAD SPIKE
- S.N. = SET NAIL
- E.R.B. = EXISTING REBAR
- E.I.P. = EXISTING IRON PIN
- E.P/K.N. = EXISTING P/K NAIL
- E.N. = EXISTING NAIL
- E.R.R.S. = EXISTING RAILROAD SPIKE
- = EXISTING GOVERNMENT MONUMENT
- = EXISTING STONE
- = EXISTING STATE MONUMENT
- = EXISTING R/W MARKER
- = EXISTING FENCE
- = COMPUTED POINT
- F.C. = FENCE CORNER

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 plot. 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:
ricky@slsurveying.com
jlong@slsurveying.com

CONTACT: LARRY BREEDEN
P.O. BOX 664
VAN BUREN, AR 72957
PHONE: (479) 719-9299

DRAWN BY:	J.D.B.
SCALE:	1"=60'
DATE:	11-21-23
JOB NO.	48,580

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: http://www.slsurveying.com

SANDERS AVE
815-20416-000
815-27946-001
815-27948-000
815-20416-020
815-27943-000
815-24025-000
815-24024-000
815-27945-000
815-24027-000
815-28308-000
815-27956-000
815-27951-000
815-28337-000
815-28339-000
815-28338-000
815-23219-000
815-27953-000
815-28346-001
815-23678-000
815-27958-000
815-28346-000
815-23229-000
815-27954-000
815-23227-000
815-23666-000
815-23667-000
815-28343-001
815-29956-000
815-23668-000
815-28348-000
815-28306-000
815-23669-000
815-28343-000
815-23660-000
815-27955-000
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815-28350-000
815-28318-001
815-28350-002
815-20990-000
815-20989-000
815-20982-000
815-28343-002
815-20988-000
815-20981-000
815-28360-000
815-28363-001
815-28318-000
815-20985-000
815-28352-000
815-28315-000
WALNUT AVE
815-28358-000
815-21014-000
815-21006-000
815-28354-000
815-21013-000
815-28323-000

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS PURSELL STREET, PURSUANT TO ARK. CODE ANN. §14-301-301, *et seq.* DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City Council of the City of Springdale, Arkansas asking the City of Springdale to vacate and abandon a portion of a dedicated public street described as follows (a map of the area to be vacated is attached hereto as Exhibit "A" and is incorporated herein by reference), known as part of Pursell Street:

A TRACT OF LAND BEING A PORTION OF PURSELL STREET (PLATTED RUSSELL STREET) LYING BETWEEN BLOCK 1 AND BLOCK 2, PUTNAM'S ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING A PART OF THE NORTHWEST QUARTER(NW1/4) OF THE SOUTHWEST QUARTER(SW1/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF LOT 3 OF SAID BLOCK 1; THENCE ALONG THE WEST LINE OF SAID BLOCK 1 NORTH 02°29'44" EAST, 112.93 FEET TO A FOUND ANGLE IRON FOR THE POINT OF BEGINNING; THENCE DEPARTING FROM SAID WEST LINE, OVER AND ACROSS SAID PURSELL STREET NORTH 87°27'18" WEST, 29.74 FEET TO THE EAST LINE OF SAID BLOCK 2; THENCE ALONG THE EAST LINE THEREOF NORTH 02°29'45" EAST, 54.74 FEET TO A SET 5/8" REBAR WITH CAP "AR 1826" LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNTSVILLE AVENUE; THENCE DEPARTING FROM SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY LINE, OVER AND ACROSS SAID PURSELL STREET SOUTH 88°23'40" EAST, 29.75 FEET TO A SET 5/8" REBAR WITH CAP "AR 1826" LOCATED ON THE WEST LINE OF SAID BLOCK 1; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE AND ALONG THE WEST LINE THEREOF SOUTH 02°29'44" WEST, 55.22 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.038 ACRES, MORE OR LESS. More particularly described on the attached Exhibit "A".

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 and has ascertained that the portion of the street herein described has heretofore been dedicated to the public use for a street;

WHEREAS, all owners of property abutting the portion of street herein described have filed their written consent to the abandonment and vacating of the portion of the street herein described; and

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the portion of the street 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 right-of-way interests, with the rights of the public generally, in and to a portion of a dedicated public street 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: The Council further finds that pursuant to Arkansas law, upon abandonment of this right-of-way, the ownership of the property where the right-of-way is located as shown on the plat, shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the right-of-way so abandoned, and the ownership shall be free from the easement of the City for public use as a street. Provided, however, that the City of Springdale will retain the rights of any utility/drainage easements which may exist across this property.

Section 4: **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 23rd day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

_____
Ernest B. Cate, CITY ATTORNEY

W HUNTSVILLE AVE
W HUNTSVILLE AVE
815-25087-000
25089-000
NR2
610 A
610 B
815-25087-100
815-25081-001
815-25083-000
815-25081-000
815-25082-000
PURSELL ST
5090-000
815-25092-000
502
815-25084-001
414
815-25084-000
412
815-25086-000
W PRICE AVE
W PRICE AVE

ORDINANCE NO. _____

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

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

PROPERTY OWNER: Vavricka NWA LLC
LEGAL DESCRIPTION: A part of Lots 1 and 2 in the Thomas J. Jones Addition to the City of Springdale, Washington County, Arkansas and a part of the Northeast Quarter of the Northwest Quarter of Section 1, Township 17 North, Range 30 West and in all being more particularly described as follows: A part of the Northeast Quarter of the Northwest Quarter of Section 1, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is North 00 degrees 11 minutes 20 seconds East 4181.37 feet and West 491.61 from the South Quarter Corner of said Section 1; and running thence South 51 degrees 24 minutes 01 seconds East, a distance of 29.31 feet; thence South 00 degrees 10 minutes 44 seconds West, a distance of 159.99 feet; thence South 00 degrees 02 minutes 15 seconds East, a distance of 58.73 feet; thence South 63 degrees 33 minutes 58 seconds East, a distance of 5.41 feet; thence South 06 degrees 42 minutes 26 seconds West, a distance of 41.17 feet; thence South 12 degrees 00 minutes 29 seconds West, a distance of 41.17 feet; thence South 14 degrees 04 minutes 33 seconds West, a distance of 52.13 feet; thence West, a distance of 297.53 feet; thence North 02 degrees 17 minutes 52 seconds East, a distance of 231.32 feet; thence East, a distance of 121.89 feet; thence North, a distance of 60.00 feet; thence East, a distance of 75.00 feet; thence North, a distance of 80.00 feet; thence East, a distance of 90.13 feet to the point of beginning.
LAYMAN'S DESCRIPTION: 208 Josie Place
PARCEL NO.: 815-23211-000

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

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

$378.32 clean-up costs and $22.53 administrative costs – 208 Josie Place (815-23211-000)

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

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

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

$400.85 plus 10% for collection – 208 Josie Place (815-23211-000)

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

PASSED AND APPROVED this 23rd day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

_____
Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2400088

SPRINGDALE
WE'RE MAKING IT HAPPEN

Date: 05/10/2024
Status: Abated
Property: 208 JOSIE PL
City, State, Zip: ,

Officer on Site: Randy Glenn
Abatement Type: Lien
Abatement Date: 05/10/2024
Abatement Start Time: 9:00
Abatement End Time: 9:20

Fee	Amount
Disposal Cost Recovery	$118.32
Employee Rate	$60.00
Equipment Rate	$200.00
	Total Fee: $378.32

Method of Compliance: 2 City Employees and bulk truck removed all trash around dumspters.

Randy Glenn
Code Enforcement Officer

05/10/2024
Date

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY
201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

June 10, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Vavricka NWA LLC
78 Maiden Lane
Kingston, NY 12401

RE: Notice of clean-up lien on property located at 208 Josie Place, Springdale, Washington County, Arkansas, Tax Parcel No. 815-23211-000

Dear Property Owner/Lienholder:

On January 9, 18, and 22, 2024, a notice was posted on property located at 208 Josie Place, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on January 22, 2024 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 10, 2024. As of this date, the total costs incurred by the City of Springdale to clean this property are $378.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of $7.53 per letter and a filing fee in the amount of $15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before July 17, 2024 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, July 23, 2024, at 6:00 p.m. in the City Council

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

Please remit the total sum of $385.85, which includes $378.32 for cleaning up the property and $7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional $15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

This letter is also being mailed by regular mail to Vavricka NWA LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

Ernest B. Cate
City Attorney

Enclosures
EBC:dp

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Vavricka NWA LLC
78 Maiden Lane
Kingston, NY 12401

9590 9402 8146 3030 4447 26

2. Article Number *(Transfer from service label)*
7020 0640 0001 3065 7100

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Address

B. Received by *(Printed Name)* C. Date of Delive
C14

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

3. Service Type

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

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USPS TRACKING #

9590 9402 8146 3030 4447 26

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

United States Postal Service

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

OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764

208 Opsie Place

1-455401

SPRINGDALE CITY COUNCIL
JULY 9, 2024

The City Council of the City of Springdale met in regular session on Tuesday, July 9, 2024 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
Amelia Taldo	Ward 4
Jeff Watson	Ward 3 (Absent)
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Frank Gamble	Police Chief
Blake Holte	Fire Chief
Patsy Christie	Planning Director
Ben Peters	Engineering Director
Chad Wolf	Parks and Recreation Director
Colby Fulfer	Chief of Staff
Mike Chamlee	Buildings Director
John Oliver	Neighborhood Services
James Smith	Public Works Director
Angie Albright	Museum Director

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the June 25, 2024 City Council meeting be approved as presented. Council Member Taldo made the second.

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

AGENDA ITEM 11 – APPEAL OF PLANNING COMMISSION DENIAL OF REZONING AT 2944 N. 48TH STREET

Darren Gibbs, representative for 1329, LLC, has requested the appeal of Planning Commission's decision on the agenda tonight be tabled until the August 13, 2024 City Council meeting.

Council Member Overton made the motion to table the appeal until the August 13, 2024 City Council meeting and that he renotify the adjacent property owners of the new date. Council Member Lawson made the second.

The vote:

Yes: Powell, Taldo, Overton, Lawson, Bailey, Harriman, Fougerousse

No: None

PUBLIC HEARING ON AN ORDINANCE TO ABANDON A PORTION OF WILLELLA PLACE (PETITIONER: THE HARVEY AND BERNICE JONES CENTER FOR FAMILIES, INC. AND THE JONES TRUST, INC.)

No comments were made at the public hearing.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Harriman 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 Overton made the second.

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

RESOLUTION NO. 84-24 – MAKING THE APPOINTMENT OF MURRY CLINE TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE, ARKANSAS

Mayor Doug Sprouse presented a Resolution making the appointment of Murry Cline to the Public Facilities Board of the City of Springdale, Arkansas.

RESOLUTION NO. ____

A RESOLUTION MAKING AN APPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

WHEREAS, Don Gibson, Seat #5, honorably served the Public Facilities Board with a term set to expire on January 31, 2027 until his untimely passing, and

WHEREAS, A.C.A. 14-137-108 provide that the appointments for these positions will be nominated by a majority of the board and appointed by the Mayor subject to approval of the City Council, and

WHEREAS, the Public Facilities Board has recommended the appointment of Murry Cline to Seat #5, fulfilling the remaining term that is set to expire on January 31, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Murry Cline is hereby appointed as a board member to Seat #5 of the Public Facilities Board to fulfill the remaining term that is set to expire on January 31, 2027.

PASSED AND APPROVED this ____ day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 84-24.

RESOLUTION NO. 85-24 – APPROVING THE APPOINTMENT OF DEREK GIBSON TO FILL A VACANCY ON THE SPRINGDALE WATER & SEWER COMMISSION

Heath Ward, Springdale Water Utilities, presented a Resolution approving the appointment of Derek Gibson to fill a vacancy on the Springdale Water and Sewer Commission.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE APPOINTMENT OF DEREK GIBSON TO FILL A VACANCY ON THE SPRINGDALE WATER & SEWER COMMISSION

WHEREAS, the Springdale City Council adopted Ordinance No. 3592, thereby establishing a five-member board of Water and Sewer Commissioners;

WHEREAS, due to the resignation of Shane Acosta, the remaining Commissioners desire that Derek Gibson be appointed to fulfill the remainder of the term on the Springdale Water & Sewer Commission which will expire on July 13, 2028; and

WHEREAS, pursuant to Ark. Code Ann. §14-234-304(d), in the event of a vacancy on the Commission, the vacancy shall be filled by the remaining Commissioners appointing a member, subject to the approval of two-thirds (⅔) of the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Derek Gibson to fulfill the remainder of the term on the Springdale Water & Sewer Commission, with a term expiration date of July 13, 2028, is hereby approved.

PASSED AND APPROVED this ____ day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest Cate, City Attorney

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

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

The Resolution was numbered 85-24.

ORDINANCE NO. 5976 – ACCEPTING THE FINAL PLAT (FP24-07) OF SPRING CREEK FARMS, PHASE II, TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP24-07) of Spring Creek Farms, Phase II, to the City of Springdale, Benton County, Arkansas; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5976.

ORDINANCE NO. 5977 – ACCEPTING THE FINAL PLAT (FP24-08) OF PHASE 1 OF NATURE WALK SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP24-08) of Nature Walk Subdivision to the City of Springdale, Washington County, Arkansas; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5977.

APPEAL OF THE PLANNING COMMISSION'S DENIAL OF A CONDITIONAL USE REQUEST (USE UNIT 4 IN AN A-1 ZONE) BY TIME WELLNESS AR, LLC FOR PROPERTY LOCATED AT 1830 WAGON WHEEL ROAD, WEST OF N. THOMPSON STREET

Philip Rapant presented an appeal of the Planning Commission's denial of a conditional use request (Use Unit 4 in an A-1 zone) for Time Wellness AR, LLC, located at 1830 Wagon Wheel Road, west of N. Thompson Street. Mr. Rapant is the owner of the business but not the property.

Planning Commission denied the request at their June 4, 2024 meeting with a tie vote and one abstention.

Mr. Rapant has been operating at this property without a business license since April 2024.

Mr. Rapant explained this business is used to give people an opportunity to get integrated back into society in a safe living environment, while providing therapy at our clinical building in Fayetteville. This is a housing facility where 8-10 people can live from 30-60 days. The house is completely staffed 24/7. They are willing to meet all the requirements of the Planning Commission.

There were questions from council regarding background checks on residents who live there.

It was noted that the property owner is asking for a rezoning request from A-1 to C-1 on this property at the July 23, 2024 City Council meeting. If the property is rezoned, this request for this type business would be permitted to operate in a C-1 zone.

City Attorney Cate explained that City Council can grant this conditional use in an A-1 Zone with certain restrictions but if the property is rezoned to C-1 in the future, the business would be allowed without any conditions because it is a permitted use.

This is kind of an unusual situation with the property owner applying for a rezoning and the business owner applying for a conditional use all pretty much at the same time.

If the conditional use is denied, they cannot reapply for one year.

Janice Johnson, 4902 N. Graham Road, questioned why they would want to turn this piece of property into commercial.

Todd Wilson, President of Thornbury Subdivision, asked that this request be denied. He said they don't think it is in the right place.

After discussion, Council Member Taldo made the motion to table the conditional use appeal to the July 23, 2024 City Council meeting. Council Member Fougerousse made the second.

After the vote was taken, motion carried 4-3 (Powell, Overton, Lawson voted no).

RESOLUTION NO. 86-24 - AUTHORIZING THE GRANT OF AN ACCESS EASEMENT ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

Council Member Amelia Taldo presented a Resolution authorizing the grant of an access easement across property owned by the City of Springdale, Washington County, Arkansas.

Engineering Director Ben Peters said this is related to the Fire Station #4 Project under construction to give access for a shared drive.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE GRANT OF AN ACCESS EASEMENT ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

WHEREAS, the City of Springdale, Arkansas, owns property located at 3377 West Huntsville Avenue, known as Tax Parcel No. 815-29875-030, Washington County, Arkansas ("the Property");

WHEREAS, the City of Springdale has undertaken the construction of Fire Station #4 on the Property;

WHEREAS, as part of the Fire Station #4 Project, it is necessary that a shared drive be constructed between the Property and the property adjacent to the east of the Property, and as shown on the attached Exhibit;

WHEREAS, the aforementioned shared drive requires that the City grant an access easement across the Property for the benefit of the adjacent property owner, said Access Easement being attached hereto as an Exhibit;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached Access Easement document when authorized to do so by Resolution approved by the City Council.

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 the attached Access Easement document granting an access easement across the Property for the benefit of the adjacent property.

PASSED AND APPROVED this ____ day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

_____
Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 86-24.

RESOLUTION NO. 87-24 – WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A GREENHOUSE

Mayor Doug Sprouse presented a Resolution waiving competitive bidding and authorizing the purchase of a greenhouse building for the Parks and Recreation Department and the Public Works Department to be built on Rabbit's Foot Lodge property.

RESOLUTION NO. ____

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A GREENHOUSE

WHEREAS, the City of Springdale desires to nursery its own landscaping plants to reduce annual costs, provide commercially unavailable plants, and further the quality of landscaping in and around the city;

WHEREAS, The Parks & Recreation Department and the Public Works Department have partnered to conceptualize a plant, tree and wetland plant nursery on property near Rabbit's Foot Lodge;

WHEREAS, the price and installation of the greenhouse building is $224,530.45 and is available on an Arkansas approved buy board;

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 waive bidding and appropriate funds for a greenhouse facility at Rabbit's Foot Lodge of an amount not to exceed $225,000.00 to be funded by the Unrestricted General Fund.

PASSED AND APPROVED this ____ day of July, 2024.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Denise Pearce, City Clerk

APPROVED:

_____
Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 5-2 (Lawson and Fougerousse voting no).

The Resolution was numbered 87-24.

ORDINANCE NO. 5978 – VACATING AND ABANDONING A PORTION OF A PUBLIC STREET (WILLELLA PLACE) PURSUANT TO ARK. CODE ANN. §14-301-301, ET SEQ, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance vacating an abandoning a portion of a public street (Willella Place) pursuant to Ark. Code Ann. §14-301-301, et seq., declaring an emergency and for other purposes.

The Harvey & Bernice Jones Center for Families, Inc., and the Jones Trust, Inc., are the petitioners.

There were no comments at the Public Hearing held earlier tonight.

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

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

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

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

The Ordinance was numbered 5978.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:46 p.m.

_____
Doug Sprouse, Mayor

_____
Denise Pearce, City Clerk/Treasurer