

- **The next City Council Committee Meeting will be Monday, August 31st, 2026.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, August 25th, 2026**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Randall Harriman

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk
3. Recognition of a Quorum.
4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes – **Tuesday, August 11th, 2026.** Pgs. 166-174
6. **A Public Hearing** on an ordinance vacating and abandoning a utility easement, pursuant to ark. code ann. §14-301-301, et seq., declaring an

emergency; and for other purposes. Presented by Garrett Harlan, City Attorney.

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) **10B-10J; 11; 12*** (Motion must be approved by two-thirds (2/3) of the council members).

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

- A. **A Resolution** authorizing the Mayor to enter into an agreement for professional services with McGrath Human Resources Group for compensation consulting services; and for other purposes. Presented by Colby Fulfer, Chief of Staff, and Katherine Bowen, HR Director. **Pgs. 1-23**

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

- A. **A Resolution** amending the 2026 budget of the City of Springdale, Arkansas, and authorizing an agreement with Tyler Technologies, Inc. for the migration of the city's public safety software to a Software-as-a-Service platform. Presented by Derek Wright, Police Chief, and Mark Gutte, IT Director. **Pgs. 24-51**

10. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development

- A. **A Resolution** adopting the 2026 Comprehensive Land Use Plan and Future Land Use Map for the City of Springdale, Arkansas;

Superseding Resolution No. 151-12; and for Other Purposes. Pgs. 52-77

- 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 (FB26-10) certain lands located at 403 Wayland Drive & parcel east of 403 Wayland Drive from A Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Residential Type 2 (NR2); and declaring an emergency. Pgs. 78-82
- C. **An Ordinance** accepting the replat (RP26-09) of Maple Drive Third Addition, Lots 17 & 18 to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 83-87
- 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 (FB26-11) certain lands located at 504 E. Velma Avenue from Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Center Type 2 (NC2); and declaring an emergency. Pgs. 88-92
- 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 (R26-20) certain lands located at 1511 West Huntsville Avenue from a Low/Medium Density Single-Family Residential District (SF-2) to a Low-Density Multi-Family Residential District (MF-2); and declaring an emergency. Pgs. 93-98
- 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 (R26-35) certain lands located at 4876 N. Thompson Street from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. Pgs. 99-104

G. **An Ordinance** accepting the replat (RP26-06) of Jacob's Crossing, Phases II & III, Lots 90, 91, and 107–109, to the City of Springdale, Arkansas; and declaring an emergency. Pgs. 105-110

H. **An Ordinance** accepting the replat of Henson Heights, Lot 12 (RP26-11), to the City of Springdale, Arkansas; and declaring an emergency. Pgs. 111-128

I. **An Ordinance** accepting the final plat (FP26-03) of Lex Estates, to the City of Springdale, Arkansas; and declaring an emergency. Pgs. 129-135

J. **An Ordinance** accepting the final plat (FP26-07) of Chapel Grove, Phase I, to the City of Springdale, Arkansas; and declaring an emergency. Pgs. 136-142

K. **A Resolution** approving a waiver (W26-35) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Lincoln Drive Warehouse in connection with L26-13, a Large-Scale Development. Pgs. 143-146

11. **An Ordinance** vacating and abandoning a utility easement, pursuant to ark. code ann. §14-301-301, et seq., declaring an emergency; and for other purposes. Pgs. 147-150

12. **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. Pgs. 151-165

13. **A Discussion** regarding a date for the 2nd City Council Committee Meeting in September.
14. Comments from Council Members.
15. Comments from Department Heads.
16. Comments from City Attorney.
17. Comments from Mayor.
18. Adjournment.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MCGRATH HUMAN RESOURCES GROUP FOR COMPENSATION CONSULTING SERVICES; AND FOR OTHER PURPOSES

WHEREAS, the City of Springdale has determined that professional compensation consulting services are necessary to assist the City in evaluating and maintaining an equitable and competitive compensation system; and

WHEREAS, McGrath Human Resources Group submitted a proposal to provide compensation consulting services to the City; and

WHEREAS, the City has selected McGrath Human Resources Group to perform Project II, Position Questionnaire and Point Factor Analysis, and Project III, Market Update, as described in the proposal and professional services agreement; and

WHEREAS, the professional services agreement was negotiated pursuant to the professional services procurement procedures set forth in Arkansas Code Annotated §§ 19-65-201 et seq.; and

WHEREAS, the professional services agreement provides for compensation and reimbursable travel expenses in an amount not to exceed Fifty-Nine Thousand Six Hundred Dollars (\$59,600.00); and

WHEREAS, sufficient funds are available within the Administration Department budget for the professional services authorized herein.

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

Section 1. The Mayor is hereby authorized to enter into and execute an Agreement for Professional Services between the City of Springdale, Arkansas, and McGrath Human Resources Group for compensation consulting services consisting of Project II, Position Questionnaire and Point Factor Analysis, and Project III, Market Update, substantially in the form presented to the City Council.

Section 2. The expenditure of funds from the Administration Department budget is hereby authorized in an amount not to exceed Fifty-Nine Thousand Six Hundred Dollars (\$59,600.00), in accordance with the terms of the professional services agreement.

PASSED AND APPROVED this ____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
CITY OF SPRINGDALE, ARKANSAS AND MCGRATH HUMAN RESOURCES GROUP
FOR COMPENSATION CONSULTING SERVICES**

THIS AGREEMENT FOR COMPENSATION SERVICES "Agreement" is made and entered by and between McGrath Human Resources Group, Inc., hereinafter "Consultant", and City of Springdale, Arkansas hereinafter "City".

WHEREAS, this Agreement was negotiated pursuant to the professional services procurement procedures set forth in Arkansas Code Annotated §§ 19-65-201 et seq.;

WHEREAS, the City issued a Request for Proposal for compensation consultant services which was revised after a scope revision;

WHEREAS, the Consultant submitted a response to the proposal, dated July 7, 2026, to the City to conduct a Compensation Study.

WHEREAS the City selected the Consultant to perform Project II and III of the proposal.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

1. The City shall engage the Consultant, and the Consultant hereby agrees, to perform the work of Project II and III as set forth in its proposal of July 7, 2026, referred to as the "Project".
2. The Consultant shall undertake and complete the Project in such sequence as to assure the expeditious completion and to best carry out the purposes of the Agreement.
3. The cost of the project will not exceed total compensation of \$54,600, in consultation fees. The City shall pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice as follows:
 - \$ 5,000 upon receipt of the signed Agreement;
 - \$29,600 upon submission of the draft compensation schedule;
 - \$12,000 upon submission of the draft report; and
 - \$8,000 upon submission of the final report, plus travel expenses not to exceed 5,000.

The City shall remit payment to the Consultant within 30 days of receipt of said billing.

4. In further consideration of this Agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e., City Managers, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

5. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant, with the exception of the raw market data, upon request so long as the City is not in default under other terms of this agreement.
6. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
7. **Termination and Suspension**
 - a. This Agreement shall continue in full force and effect until the Project, as described in the proposal, is completed unless the Agreement is terminated for nonperformance as outlined below.
 - b. If either party fails to perform as required by this Agreement, the other party may provide a written notice of such failure to perform and the intent to terminate the Agreement. If the party receiving such notice does not cure its failure to perform within 20 days of the receipt of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.
 - c. In the event of termination, the Consultant shall be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant shall provide all work documents developed up to the time of termination after the City renders payment for services completed.
8. **Successors and Assigns** - This Agreement will ensure the benefit of and be binding upon Consultant and City and their respective permitted

successors and assigns. Notwithstanding the foregoing, neither party may assign or otherwise transfer this Agreement or the rights and obligations under this Agreement without the prior written consent of the other party. Any purported assignment or other transfer without such consent will be void and of no force or effect.

9. **Compliance with Law** – The Consultant shall comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
10. **Indemnification Clause – The Consultant** agrees to hold the Benton City harmless and indemnify Benton City, but not defend, against any and all claims for property damage, personal injury or death, arising from McGrath's performance under this Agreement. The parties hereby agree that the City is a political subdivision of the State of Arkansas and is entitled to statutory immunity pursuant to Ark. Code. Ann. § 21-9-301. Nothing in the Agreement between the Consultant and the City shall be construed as a waiver of any immunities available to the City, its officers, agents and employees, or of the City's right to assert in good faith all claims and defenses available to it in any proceeding
11. **Confidentiality** - Any confidential information provided to or developed by the Consultant in the performance of the Agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.
12. **Insurance** – Consultant shall maintain minimum insurance coverage as shown on the Certificate of Insurance submitted with the RFQ 26-2 response throughout this Agreement.
13. **Whole Agreement** – This Agreement constitutes the entire Agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants and agreements have been merged into this Agreement.
14. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.

15. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the City.
16. **Liability.** Pursuant to Article 12, § 12 of the Arkansas Constitution, the City may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.
17. **Governing Law.** The laws of the State of Arkansas shall govern the interpretation of the Agreement and resolution of any issues, as well as all related defenses, counterclaims and cross claims, which may arise in connection with the Agreement or between the parties, without regard to its conflicts of interest principles. The place of execution and jurisdiction governing the Agreement is the State of Arkansas. The exclusive forum and venue for any dispute that arises out of the Agreement shall be in Benton City, Arkansas or in the United States District Court, Western District of Arkansas.
18. **Immunity.** The City is a political subdivision of the State of Arkansas and is entitled to statutory immunity pursuant to Ark. Code. Ann. § 21-9-301. Nothing in the Agreement between the Consultant and the City shall be construed as a waiver of any immunities available to the City, its officers, agents and employees, or of the City's right to assert in good faith all claims and defenses available to it in any proceeding.
19. **Attorney's Fees.** Neither party shall be liable to the other for any payment of attorneys' fees or collection costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the Agreement.
20. **Anti-Boycott Israel Notice.** In accordance with Ark. Code Ann. § 25-1-503, the Vendor hereby certifies to City that the Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this Agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that the Vendor breaches this certification, the City may immediately terminate this Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

Dated this ____ day of _____, 2026.

City of Springdale, Arkansas

By: _____

Title: _____

Dated this 5 day of August , 2026.

McGrath Human Resources Group

By: _____  _____
Victoria McGrath, CEO
McGrath Human Resources Group

Professional Proposal Prepared for the
City of Springdale, Arkansas



Compensation Consulting Services

Submitted By:
McGrath Human Resources Group

Corporate Office
PO Box 865
Jamestown, TN 38556

Dr. Victoria McGrath, CEO
victoriaphd@mcgrathconsulting.com
815.728.9111



July 7, 2026 Revised

July 7, 2026



Katherine Bowen
Assistant Human Resources Director
City of Springdale
201 Spring Street
Springdale, AR 72764

Dear Katherine Bowen:

It was a pleasure to speak with regarding compensation services we may provide to the City. Based on our discussion, the City is seeking three types of services:

1. Position benchmarking on an as needed bases into the current compensation system.
2. Develop a point factor system, through the completion of position questionnaires, and align with the City's current compensation system.
3. Conduct a market update to ensure the current compensation system is competitive to the external market.

As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask. We look forward to the opportunity to work with the City of Springdale and its employees on this important project.

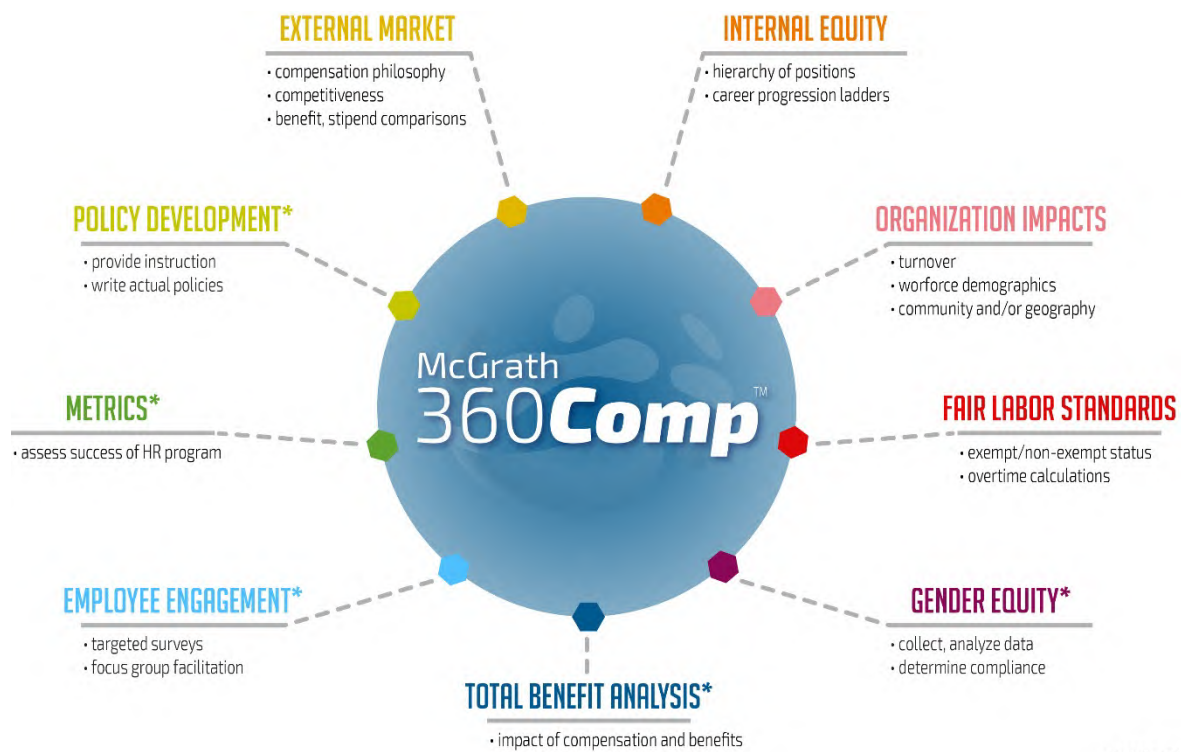
Sincerely,

A handwritten signature in blue ink, reading "Victoria J. McGrath".

Victoria J. McGrath, Ph.D., CEO
PO Box 365 Jamestown, TN 38556
815.728.9111 (office)
931.214.2262 (direct)
victoriaphd@mcgrathconsulting.com

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Business Organization

McGrath Consulting Group, Inc. was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). Our Firm has over 20 professional consultants who are assigned to projects based upon their professional background and skillset they bring to each client.

McGrath Human Resources Group is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide, including within Missouri. The Human Resources consulting team is comprised of experienced human resources practitioners from the private sector, local city and county government, and library systems.

Company Name	McGrath Human Resources Group
Parent Organization	McGrath Consulting Group, Inc.
Type of Firm	Private Corporation
Established	May 1, 2000
Years of Service	25
Headquarters Mailing Address	P.O. Box 865, Jamestown, TN 38556
CEO & Principal	Dr. Victoria McGrath, Ph.D., SPHR
Phone	(815) 728-9111
Email	victoriaphd@mcgrathconsulting.com
Office Locations	Kansas • Missouri • Ohio • Tennessee • Texas • Wisconsin
Comprehensive Insurance Coverage	General, Auto, Professional Liability Cyber Security, Workers' Compensation

We do not offer an off-the-shelf work product, but rather, we approach each client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, Fair Labor Standards Act (FLSA) exemption reviews, training, policy development, operational studies, and staffing studies. Our Human Resources team is also involved in organizational studies related to public safety.

Project I: Position Benchmarking

McGrath consultants will **collect external market data** in real-time, specific to the City's positions. In addition, McGrath may review supplemental compensation data through the Economic Research Institute (ERI) salary database. ERI compiles region specific compensation data from multiple sources and provides market reference points based on geographic, location, industry, and experience levels.

Based on this information, and discussions with Human Resources and/or the Department Director, the Consultant will recommend any changes to the current pay grade.

Project II: Position Questionnaire and Point Factor Analysis

A Position Questionnaire (PQ) will be completed for each position to document the duties, responsibilities, decision-making authority, supervisory responsibilities, education, experience, and working conditions associated with each classification.

The information obtained through the Position Questionnaires will be used to develop a customized point factor evaluation system that aligns with the organization's current compensation philosophy and salary structure. The point factor methodology will establish an objective framework for evaluating both existing and future positions, providing consistency in pay grade assignments while supporting internal equity.

The **McGrath 360Comp™** point factor process used to complete the job analysis goes beyond the typical "Knowledge, Skills and Abilities" (KSA's) and explores factors that are unique to public sector positions including the following aspects of a job:

- ❖ Records, Reports and Programs
- ❖ Impact of Decisions and Consequents of Errors
- ❖ Contact with Others (both inside and outside the organization)
- ❖ Equipment, Machines and Tools
- ❖ Budget, Financial, and Cash Handling
- ❖ Education, Experience, Licensure/Certifications
- ❖ Complexity and Judgment
- ❖ Confidential Data
- ❖ Stress (degree of mental or emotional fatigue or stress inherent to the job)
- ❖ Technology
- ❖ Leadership and Supervisory Responsibilities
- ❖ Work Environment and Physical Requirements

Visit our link online to watch a brief video of our electronic PQ process:

<https://youtu.be/OuTcURwtl0o>

The resulting system will become a long-term compensation management tool for evaluating new positions, significant position changes, and organizational restructuring.

Project III: Market Update

1. Project Orientation

- ❖ Communicate with the City's project designee to:
 - Provide a list of documents and data needed to begin the project.
 - Discuss project expectations and milestones.
 - Begin developing a communication plan.
 - Schedule initial meetings.

Our philosophy is to tailor each project to meet the needs, unique structure, and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with County leaders and all Department Directors/Managers to:

- ❖ Explore your organization's current compensation system, compensation philosophy and strategy.
- ❖ Gain an understanding of the goals, values and structure of the overall organization.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

Our philosophy is to have direct conversations with management and administration to identify challenges and concerns with the current system and future needs; so we may develop comprehensive recommendations to best address those needs.

From the introduction meetings, the consulting team will identify:

- ❖ The strengths of the current compensation system.
- ❖ Areas that need to be addressed or are concerns to the current programs.
- ❖ Future opportunities in structuring total compensation recommendations.
- ❖ Current compensation program success and challenges.
- ❖ Other characteristics about the City which may impact compensation.

It is our belief that identifying and establishing a compensation philosophy allows for the development of strategic recommendations, such as placement in the market.

3. Compensation Analysis

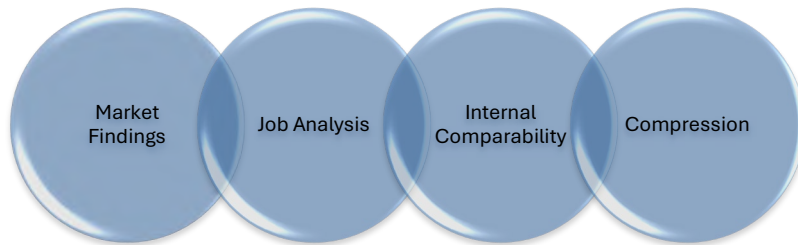
A Compensation analysis determines the organization's relative position in the comparable labor market. This analysis allows City leaders to understand the organization's compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

We believe that collecting fresh market data establishes a more accurate look of the current market. We do not utilize third-party market surveys unless requested or discussed with the client in advance.

- ❖ The City and consulting team will cooperatively **identify Comparable Organizations as the labor market**. The City will have input into the list and must approve the list of comparables prior to starting the external market data collection.
- ❖ McGrath consultants will **collect external market data** in real-time, specific to the City's positions.
- ❖ The consultants will **analyze salary data**. The data collection process collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City's alignment against the market.
- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the City.

4. Compensation Systems Update and Review

The Classification and Compensation Systems will be updated with the following information:



Allowing City leaders and department directors the opportunity to review our recommendations in advance of finalization provides an opportunity for dialogue and sound quality control.

The consultants will develop the **fiscal impact** of the Compensation System and will present **implementation strategy options** that fit the fiscal needs, culture, and compensation strategy of the City. **Compression relief may also be a factor in this process.** We will work with the City to ensure that any phased approach fits with best practices and your fiscal realities.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Compensation System(s)**. This visit will include meetings with the City's project designee and appropriate administrative personnel to review placements to identify any concerns prior to finalization. This provides an opportunity to discuss any concerns in placement in the current system and/or ensure proper placement if the System(s) are redesigned.

5. Finalization

Reports will be developed based upon the needs of the project. The reports provide varying details on:

- ❖ Study methodology and summary findings and visual summary charts.
- ❖ Recommended compensation structure modifications.
- ❖ Recommended position title, classification specification or career progression changes.
- ❖ Fiscal impact and implementation strategies.
- ❖ Policies and procedures recommended to administer and maintain the system in-house going forward.

The City will receive the Compensation and Classification documents and cost estimates in editable format for the City to maintain/integrate.

All reports will first be provided to the Administration in draft form to allow for feedback before they are placed into final form and provided electronically.

6. Presentation and Communication

The Study includes a virtual ***presentation to the City Council***.

The consulting team will work with the organization to discuss the preferred communication plan and introduce the recommendations to employee groups to the depth, and in the manner, you prefer and offer suggestions and recommendations on how to best communicate this information.

We stand behind our methodology and process, and recommendations. We are available to present findings to the oversight committees, Council and Employees.

7. Ongoing Support and Training

McGrath Human Resources Consultants will continue to work with your organization to provide ***support and guidance*** on the compensation system implementation at no additional cost.

We will continue to assist the City through implementation.

We embrace client independence. We will train Human Resources and provide the tools necessary for self maintenance, if desired by the City.

The City may also consider its future needs as follows:

- ❖ McGrath Human Resources believes in providing our clients with the tools to be able to manage their Compensation System independently, if the client desires. In addition to policy recommendations to manage and maintain the Compensation System, we offer to teach the Human Resources staff the point factor/position analysis process.
- ❖ Alternatively, some clients prefer that McGrath Human Resources set current and future pay grade placements, position changes, and job description development rather than completing that in-house. This can be done for a nominal fee depending upon the time involved in the placement.

Proposed Timeline

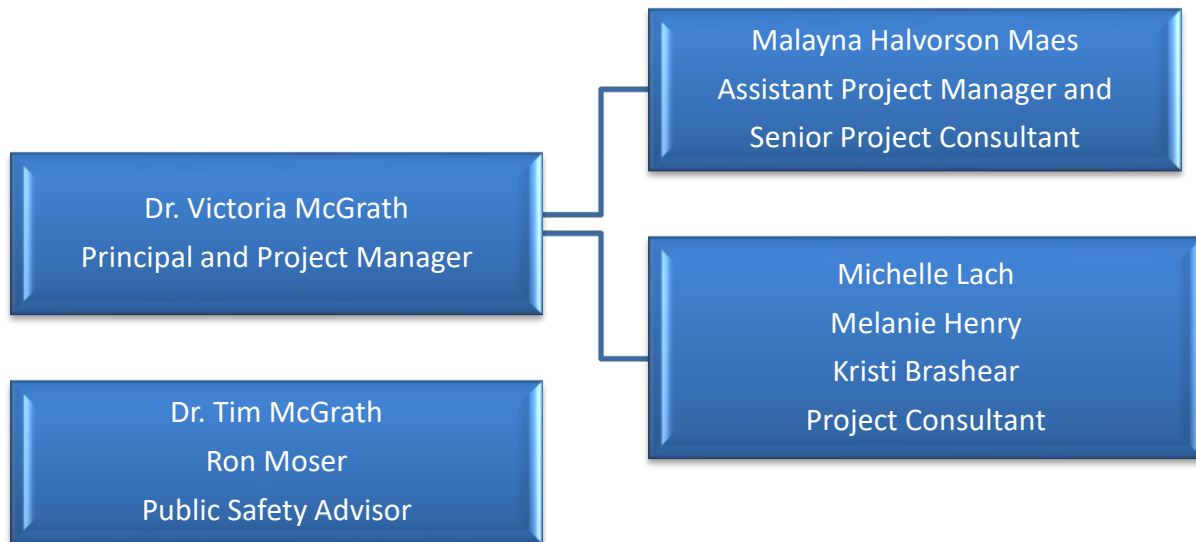
Based on the size and scope of the project, the expected timeline is customarily up to a 9-month process. The tasks below align to the Detailed Work Plan. A market update for an organization this size 5 – 6 months.

This timeline will be adjusted based on the agreed upon Project Initiation date. There are factors that impact this schedule that may be out of the control of the consultants. The proposed time frame is contingent upon timely receipt of data from the City, timely participation from external comparable organizations; and timely receipt of information and/or feedback from the City. This is monitored by the consulting team and communicated with the City on an ongoing basis.

Account Team Personnel

All consultants are McGrath consultants, and there is no subcontracting.

The Consultants were selected for this project based upon their areas of expertise, specialties, related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team and an overview of their project responsibilities are provided.



Principal: A principal of the company is actively involved in every project and is accountable for the project. This position will have authority over the contract and to bind the Firm.

Project Manager: This role has project oversight, will coordinate all work with the consulting team, will have direct routine communication with the City's project designee, and will be hands on in all aspects of the project's activities, leading the consulting team on targeted project activities, and performs duties of a project consultant. *An Assistant Project Manager* is also assigned to provide support to the project manager, lead the consulting team on targeted project activities, and performs duties of a project consultant.

Project Consultant: This role works on various project activities, which will include communication documents/tools, interviews, position questionnaire analysis, job description review, classification system development, market data collection and analysis, pay plan review, compensation system development, costing, and drafting reports.

Advisor: This role has specific subject matter expertise that may be called upon for additional consultation for the consulting team for public safety positions, if needed.

Victoria McGrath, Ph.D., SPHR
Chief Executive Officer and Principal

Dr. Victoria McGrath brings more than 25 years of leadership as Co-Founder and CEO of McGrath Consulting Group, Inc., and its subsidiary, McGrath Human Resources Group, where she has successfully advised and partnered with more than 460 local government clients nationwide. For over two decades, she has guided organizations in developing compensation structures tailored to meet their unique needs, grounded in her core philosophy that effective compensation systems should balance market competitiveness, internal equity, and organizational culture. She strongly believes in building long-term partnerships with her clients, ensuring that solutions are practical, sustainable, and aligned with each organization's mission and values.

Her expertise spans compensation and classification, organizational assessments, staffing structures, leadership development, and operational efficiency. With over 19 years of hands-on HR practitioner experience in both public and private sectors, including municipalities, school districts, health care, banking, and education—she brings a rare combination of real-world insight and strategic vision.

Her consulting career has focused on providing management and HR assistance to municipalities, and special districts on issues including compensation and classification, staffing structures, operational efficiency, and organizational assessments. She has also been a frequent speaker at professional conferences, sharing her expertise on compensation, HR strategy, and organizational transformation.

In addition to her consulting work, Dr. McGrath served as an adjunct professor at Northwestern University, teaching courses in human resources, organizational development, management, and research within the Master's in Public Policy and Administration program. Her doctoral dissertation, *Municipal Government as a Learning Organization*, explored how government entities can improve efficiency and effectiveness in delivering services by embracing continuous learning principles.

YEARS WITH FIRM: 25

EDUCATION

- ♦ Ph.D. – Municipal Government as a Learning Organization, University of Wisconsin – Milwaukee, WI
- ♦ Master of Science – Management, Cardinal Stritch College, WI
- ♦ Bachelor of Science – Industrial Relations & Finance, University of Wisconsin – Milwaukee, WI

PROFESSIONAL AFFILIATIONS

- ♦ Society for Human Resources Management
- ♦ National Public Employer Labor Relations Association

Malayna Halvorson Maes
Project Manager - Senior Consultant

Malayna Halvorson Maes serves as a Senior Human Resources Consultant where she provides expert guidance to public sector clients in the areas of classification and compensation, performance management, and total rewards. Drawing on her extensive background as both a practitioner and leader in local government, she helps organizations design and implement practical, equitable, and sustainable human resource systems that align with operational needs and workforce goals. Ms. Maes brings a collaborative, solution-oriented approach to every engagement—ensuring that HR strategies are not only compliant but also reflective of organizational culture and employee engagement priorities. She is also a member of the Public Safety consulting team, bringing HR Solutions to public safety, and serves as the Firm’s primary projects coordinator.

Ms. Maes has served as a human resource professional in both the private and public sectors for more than 20 years. Prior to joining McGrath, she worked in private sector human resources and later as the Human Resources Director and senior advisor for a county in northwestern Wisconsin. In that role, she provided leadership through major organizational and legislative changes at the State level (known as Act 10), which resulted in a reduction from five (5) collective bargaining units to one (1) unit.

As a former Human Resources Director, Ms. Maes has broad knowledge of all facets of local government operations, including law enforcement, public works, engineering, health services, and more. She has been active in numerous professional associations where she has held multiple leadership roles.

YEARS WITH FIRM: 12

EDUCATION

- ♦ Bachelor of Arts– Psychology, Luther College, Decorah, IA

PROFESSIONAL AFFILIATIONS

- ♦ Society for Human Resources Management
- ♦ National Public Employer Labor Relations Association
- ♦ World at Work, Total Rewards Association

CERTIFICATION

- ♦ Certified Compensation Professional (in process)

Michelle Lach
Project Consultant

Ms. Lach provides critical research and analytical skills to our compensation and benefits studies. Ms. Lach had ten (10) years of professional human resources experience prior to her time with the Firm in the private sector as an HR Director for a manufacturing company and a pharmaceutical company. Her professional experience with the Firm includes the development of employee handbooks and job descriptions, but now works exclusively with compensation and benefit survey designs and execution, and market research. These critical responsibilities include obtaining, compiling, and analyzing complex data and other information for projects, and supporting the project manager as needed

YEARS WITH FIRM: 21

EDUCATION

- ♦ Bachelor of Arts– Communication and Organizational Development
Bowling Green State University, Bowling Green, OH
- ♦ Human Resources Program Certification – Baldwin Wallace College, Berea, OH

Melanie Henry
Project Consultant

Since joining McGrath in December 2022, Melanie Henry has conducted compensation and classification studies for public sector organizations across the country. In her role as Project Consultant, she brings expertise in analyzing organizational structures, pay systems, and job classifications to deliver equitable, defensible, and sustainable solutions that support strategic goals and compliance requirements.

Prior to McGrath, Melanie served more than two decades as a human resources professional in both the non-profit and public sectors, including as Human Resources Director for a stand-alone public library in mid-Missouri. In that capacity, she led initiatives such as defined benefit retirement evaluations, paid leave conversion, timekeeping audits and system improvements, classification and compensation planning, and policy and employee development programs. She acted as Library Board liaison for executive director recruitment and annual performance evaluations, and guided leadership through a unionization effort and collective bargaining negotiations.

Melanie is active in the profession through SHRM, World at Work (Total Rewards), and the Human Resources Association of Central Missouri, where she currently serves on the board.

YEARS WITH FIRM: 3

EDUCATION

- ♦ Bachelor of Arts– Psychology, University of Missouri - Columbia
- ♦ Human Resource Management Certificate – University of Missouri – St. Louis

PROFESSIONAL AFFILIATIONS

- ♦ Society for Human Resources Management
- ♦ Human Resources Association of Central Missouri (HRACMO)
- ♦ World at Work, Total Rewards Association

Kristi Brashear
Project Consultant

Kristi Brashear is a Project Consultant who delivers strategic human resources solutions to public-sector agencies. She specializes in classification and compensation studies, organizational assessments, benefits analysis, and policy development, ensuring recommendations align with best practices, fiscal responsibility, and each organization's unique culture and workforce needs.

With over 15 years of leadership experience in Texas municipal government as Director of Human Resources and Finance Manager, Kristi offers a comprehensive perspective on fiscal management and workforce dynamics. She is recognized for managing complex organizations, implementing effective policies, and leading initiatives that drive operational efficiency and long-term growth. During her tenure in local government, Kristi was an active member of the Government Finance Officers Association of Texas (GFOAT) and the Texas Municipal Human Resources Association (TMHRA), where she was deeply involved in advancing professional development and best practices in municipal government.

Kristi leverages her combined experience in finance and human resources to ensure McGrath's recommendations are equitable, sustainable, and operationally practical for the organizations we serve.

YEARS WITH FIRM: 2

EDUCATION

- ♦ Associate degree - General Studies, Lone Star College

CERTIFICATION

- ♦ IPMA – Certified HR Professional

PROFESSIONAL AFFILIATIONS

- ♦ Public Sector Human Resources Association
- ♦ Society for Human Resources Management

PUBLIC SAFETY ADVISORS

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed.

Dr. Tim McGrath has over 30 years of experience in fire, EMS, communications and emergency management and currently heads the Fire Division, performing operational studies throughout the United States. He served as Chief of fire departments in Gurnee, Illinois and Brookfield, Wisconsin. Dr. McGrath has been an independent consultant since 1997 and is a speaker well-known for his motivational presentations in the United States and internationally. He earned a doctorate in management, a dual master's degree in public administration and management, a bachelor's degree in industrial education, and an associate degree in fire science management.

Ron Moser has over 30 years of experience in law enforcement serving six municipalities in three states. Serving as Chief for departments within a metropolitan area. Mr. Moser also served as Director of Emergency Management and Village Manager for Hanover Park, Illinois, a municipality

of Cook County. He currently heads the law enforcement division performing operational studies throughout the United States. Mr. Moser has two master's degrees in Criminal Justice and Corrections and Law Enforcement Administration.

Cost Proposal

McGrath Human Resources sets project fees based on the total project, which ensures the project comes in at the budgeted amount. Therefore, the fees listed below include all consulting professional fees, and administrative costs, excluding travel.

Project I: Individual position benchmarking	\$220 per job title#
Project II : Position Questionnaire / Point Factor Development	\$ 9,000
Project III: Market Update approximately 240 job titles	\$45,600

#Project I – Benchmarking price good for one (1) year of signed agreement

**Travel expenses will be billed only if incurred and based on actual expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner for the consulting team.

Terms of Payment

Payment for Project I will be billed upon completion of the job placement recommendation.

Payment for the Project will be made in four (4) installments and based on the City's choice of Project I and/or II. The payment benchmarks are: upon completion of the signed project, submission of the draft documents; submission of the draft report and submission of final documents.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from July 8, 2026. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Optional Services

In most compensation studies, there are areas that must be addressed that are not planned for. In the 25 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is beyond the scope of the original project, the Consultant will work with the City to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the City has been approved.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS, AND AUTHORIZING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE MIGRATION OF THE CITY'S PUBLIC SAFETY SOFTWARE TO A SOFTWARE-AS-A-SERVICE PLATFORM

WHEREAS, the City of Springdale currently utilizes Tyler Technologies, Inc. software and services for critical public safety operations, including law enforcement, fire, emergency communications, records management, and related functions; and

WHEREAS, the City desires to migrate its existing Tyler Technologies public safety software from an on-premise installation to a cloud-based Software-as-a-Service ("SaaS") platform to improve system security, reliability, continuity, and ongoing software support; and

WHEREAS, Tyler Technologies, Inc. has presented the City with a Software as a Service Agreement providing for the migration and continued operation of the City's public safety software and related services; and

WHEREAS, the estimated 2026 cost to the City following applicable credits is \$264,484; and

WHEREAS, the City has identified \$180,000 in existing funds to be applied toward the 2026 cost of the Tyler Technologies agreement as follows:

- \$55,000 from Information Technology remaining American Rescue Plan Act funds;
- \$75,000 from Information Technology account 101-0105-416.80-40, Capital – Software;
- \$35,000 from Fire Department account 101-0601-422.80-33, Capital – Radios; and
- \$15,000 from Police Department account 101-0501-421.51-10, Computer Maintenance; and

WHEREAS, after application of the foregoing existing funds, an additional \$84,484 is required to fund the City's 2026 obligation associated with the Tyler Technologies agreement; and

WHEREAS, the City Council finds that transferring \$84,484 from the Unrestricted General Fund and increasing the Police Department budget accordingly is necessary and appropriate to provide for the City's public safety technology needs,

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

Section 1. The 2026 budget is hereby amended as follows:

Department Description		Present Budget	Increase	Proposed Budget
Police	101-0501-421.51-10	\$125,000	\$84,484	\$209,484

The increase of \$84,484 shall be funded from the City's Unrestricted General Fund.

Section 2. The Mayor is hereby authorized to enter into the Software as a Service Agreement with Tyler Technologies, Inc., substantially in the form presented to the City Council, for the migration of the City's existing public safety software from an on-premise installation to a SaaS platform, together with the products, services, implementation, and related items identified in the agreement and its exhibits.

PASSED AND APPROVED this ____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a License and Services Agreement dated December 16, 2019, and a Software as a Service Agreement dated December 30, 2019, collectively (the "Original Agreement");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement, and set forth in the Investment Summary, from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations, if any, are listed in Exhibit A.
- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have

signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.

- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
3. Ownership.
 - 3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
4. Data.
 - 4.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 4.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
 - 4.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 4.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
5. Restrictions.
 - 5.1. You may not:
 - 5.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
 - 5.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 5.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 5.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other

than as expressly permitted by this Agreement.

- 5.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

7. SaaS Services.

7.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

7.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

7.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

7.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and

prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

8. Access by Affiliated Organizations. We will grant each Affiliated Organization, if any, access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Exhibit B.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
- 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
 - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

- 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**

- 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
- 2.2. *Invoice Issues.*
- 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by

proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights

data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. AI Solution Terms. Your rights, and the rights of any of your end users, to use any Tyler AI Solution is subject to the Tyler AI Solution Terms of Service, available at: <https://www.tylertech.com/client-terms/tyler-ai-solution-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any Tyler AI solution, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Springdale, AR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

City of Springdale
201 Spring St.
Springdale, AR 72764-4554
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



Exhibit A

Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:
Quote Expiration:
Quote Name:

Jodie Hisala
8/11/26
Sprindale , AR PD SaaS Flip
Quote

Billing Address:

Taylor Johnson
SPRINGDALE, AR CITY OF
201 SPRING ST
SPRINGDALE AR 72764-4554
Phone: +1 (479) 751-4542

Annual / SaaS

Description	Fee	Discount	Annual
Fire & EMS			
Fire Prevention Mobile			
Inspector Mobile	\$ 0		\$ 0
Company Inspector Mobile	\$ 0		\$ 0
Onboard Codes - ICC	\$ 0		\$ 0
Onboard Codes - ICC	\$ 941	\$ 0	\$ 941
Onboard Codes - NFPA	\$ 0		\$ 0
Onboard Codes - NFPA	\$ 265	\$ 0	\$ 265
Contractor Access (Site License)	\$ 0		\$ 0
MobileEyes Building Inspector	\$ 6,198	\$ 0	\$ 6,198
MobileEyes Contractor Portal	\$ 833	\$ 0	\$ 833
MobileEyes Inspector	\$ 7,152	\$ 0	\$ 7,152
MobileEyes Company Inspector	\$ 4,165	\$ 0	\$ 4,165
Enterprise Public Safety Computer Aided Dispatch + Records Management			

Enterprise Computer Aided Dispatch + Enterprise Records Management Flip - Standard	\$ 164,000	\$ 0	\$ 164,000
Enterprise Public Safety			
Enterprise Mobile			
LE Mobile Site License Core+	\$ 61,047	\$ 0	\$ 61,047
Fire Mobile Site License Core+	\$ 30,690	\$ 0	\$ 30,690
Data Marts			
CAD Datamart	\$ 745	\$ 0	\$ 745
RMS Datamart	\$ 496	\$ 0	\$ 496
Interfaces			
Encoder Interface	\$ 1,117	\$ 0	\$ 1,117
PulsePoint Interface	\$ 187	\$ 0	\$ 187
Computer Aided Dispatch			
Enterprise CAD Combined LE/Fire/EMS (BNDL)	\$ 0		\$ 0
BOLOs (ENT) (BNDL)	\$ 0		\$ 0
CAD Auto Routing (ENT) (BNDL)	\$ 0		\$ 0
CAD AVL (ENT) (BNDL)	\$ 0		\$ 0
Service Vehicle Rotation (Wrecker, Ambulance) (ENT) (BNDL)	\$ 0		\$ 0
Unit Management (BNDL)	\$ 0		\$ 0
Web CAD Monitor (ENT) (BNDL)	\$ 0		\$ 0
Tyler CAD to Tyler CAD Interface (BNDL)	\$ 0		\$ 0
CAD Paging Interface (ENT) (BNDL)	\$ 0		\$ 0
E-911 Interface (ENT) (BNDL)	\$ 0		\$ 0
Text-to-911 Interface (BNDL)	\$ 0		\$ 0
ASAP Interface (BNDL)	\$ 0		\$ 0
Pre-Arrival Questionnaire Interface (ENT) (BNDL)	\$ 0		\$ 0
Encoder Interface (ENT) (BNDL)	\$ 0		\$ 0
CAD CFS (xml) Export Interface (BNDL)	\$ 0		\$ 0
Fire Records Interface (ENT) (BNDL)	\$ 0		\$ 0
Out-of-Band AVL Interface (one-way interface) (BNDL)	\$ 0		\$ 0
PulsePoint Interface (ENT) (BNDL)	\$ 0		\$ 0
Twitter Interface (BNDL)	\$ 0		\$ 0
CAD Data Mart (BNDL)	\$ 0		\$ 0
CAD Dashboards (BNDL)	\$ 0		\$ 0
Law Enforcement Records Management System			

Bookings (BNDL)	\$ 0		\$ 0
MSP Single Jurisdiction Law Enforcement Records (BNDL)	\$ 0		\$ 0
Federal UCR/IBR (BNDL)	\$ 0		\$ 0
State Accidents (BNDL)	\$ 0		\$ 0
Activity Reporting and Scheduling (BNDL)	\$ 0		\$ 0
Alarm Tracking and Billing (BNDL)	\$ 0		\$ 0
Career Criminal Registry (parolee, sex offender) (BNDL)	\$ 0		\$ 0
Case Management (BNDL)	\$ 0		\$ 0
LERMS Data Analysis/Crime Mapping/Management Reporting (BNDL)	\$ 0		\$ 0
Stop Data Reporting (BNDL)	\$ 0		\$ 0
Equipment Tracking (BNDL)	\$ 0		\$ 0
Field Investigations (BNDL)	\$ 0		\$ 0
Gang Tracking (BNDL)	\$ 0		\$ 0
Narcotics Management/Intelligence (BNDL)	\$ 0		\$ 0
Property Room Bar Coding - LERMS (BNDL)	\$ 0		\$ 0
Vehicle Tracking and Maintenance (LERMS) (BNDL)	\$ 0		\$ 0
Web Briefing Notes (BNDL)	\$ 0		\$ 0
Livescan Interface (LERMS) (BNDL)	\$ 0		\$ 0
Citizen Reporting Interface (BNDL)	\$ 0		\$ 0
NCIC Interface (BNDL)	\$ 0		\$ 0
Public Safety Lineups/Mug Shots (LERMS) (BNDL)	\$ 0		\$ 0
Law Enforcement Records Management Data Mart (BNDL)	\$ 0		\$ 0
LE Records Management Dashboards (BNDL)	\$ 0		\$ 0
Multi-Server Search (BNDL)	\$ 0		\$ 0
Public Safety Analytics	\$ 0		\$ 0
Public Safety Analytics	\$ 30,450	\$ 0	\$ 30,450
Mobile			
New World Field-Based Reporting Server (BNDL)	\$ 0		\$ 0
Enterprise Law Enforcement Mobile Messaging Server (BNDL)	\$ 0		\$ 0
Shield Mobile (BNDL)	\$ 0		\$ 0
Crew Mobile (BNDL)	\$ 0		\$ 0
Drivers License Mag Stripe Reader/Barcode Reader Interface (BNDL)	\$ 0		\$ 0
Mugshot Image Download (BNDL)	\$ 0		\$ 0
State Photo Download (BNDL)	\$ 0		\$ 0
In-Car Mapping / AVL (BNDL)	\$ 0		\$ 0
In-Car Routing (BNDL)	\$ 0		\$ 0
LE Field Reporting (Federal Standard) (BNDL)	\$ 0		\$ 0

LE Accident Field Reporting (1 form) (BNDL)	\$ 0		\$ 0
Field Investigation Field Reporting (1 form) (BNDL)	\$ 0		\$ 0
Shield Mobile App	\$ 0		\$ 0
Crew Mobile App	\$ 0		\$ 0
Other			
Workstation License	\$ 0		\$ 0
Data Archive	\$ 2,000	\$ 0	\$ 2,000
Enforcement Mobile			
Interface			
Interface: Enterprise Law Enforcement Records	\$ 0		\$ 0
Court	\$ 0		\$ 0
Device Level - Enterprise Public Safety	\$ 0		\$ 0
TOTAL			\$ 310,285

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Cloud Migration Services	1	\$ 75,000	\$ 0	\$ 75,000
TOTAL				\$ 75,000

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Software					

Embedded Third Party Software (Additional Environment)	1	\$ 8,250	\$ 0	\$ 8,250	\$ 1,733
Software					
Esri ArcGIS Engine Runtime for CAD Workstations	11	\$ 0		\$ 0	
Hardware					
Redundant VPN Appliance Bundle	2	\$ 6,000	\$ 0	\$ 12,000	\$ 0
TOTAL				\$ 20,250	\$ 1,733

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 310,285
Total Tyler Services	\$ 75,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 20,250	\$ 1,733
Estimated Travel	\$ 24,000	\$ 0
Summary Total	\$ 119,250	\$ 312,018

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Annual / SaaS fees, including Third-Party Hosting, as applicable, shall be invoiced on the Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent Annual Fees will be invoiced annually in advance thereafter at our then current rates, subject to controlling payment terms, if any, under the existing agreement.

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Affiliated Organization

Springdale Fire Department

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the “owning” occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered “keys”. If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler’s MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No “fuzzy” matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered “data clean up” and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal’s Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

Federal UCR/IBR includes edits, reports and electronic submission.

AVL requires third-party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; Client must provide magnetic stripe/2D encoding format.

Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a sponsorship credit. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.



Exhibit B

Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees, to include third-party SaaS Fees, are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and shall be invoiced in the following amounts:

	Year 1	Year 2	Year 3
Annual SaaS Fee	\$312,018.00	\$312,018.00	\$312,018.00
<i>AWS one-time Credit</i>	<i>-\$14,040.00</i>	<i>-\$8,424.00</i>	\$0.00
	\$297,978.00	\$303,594.00	\$312,018.00

Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

2. Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of \$14,040 towards year 1 SaaS Fees, and \$8,424 towards Year 2 SaaS Fees. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.
3. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section E(1) of this Agreement.
4. Tyler Services.
- 4.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced in accordance with the following milestone billing schedule:

25% on the Effective Date
25% upon granting Client Access to the Tyler Software in the hosted environment
25% completion of Solution Validation

25% upon completion of train-the-trainer activity

5. Hardware & Third-Party Products.

- 5.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
- 5.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 5.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 5.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
- 5.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

6. Expenses. The rates in the Investment Summary include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D

Third-Party Terms

Fire Prevention Mobile Terms. If applicable, your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Mobile/Mobility Suite

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2026 COMPREHENSIVE LAND
USE PLAN AND FUTURE LAND USE MAP FOR THE CITY OF
SPRINGDALE, ARKANSAS; SUPERSEDING RESOLUTION NO.
151-12; AND FOR OTHER PURPOSES.**

WHEREAS, Arkansas Code § 14-56-412 and § 14-56-422 authorize the Springdale Planning Commission to prepare a land use plan and establish the process for its review, certification, and adoption by the Planning Commission and City Council; and

WHEREAS, the City Council adopted the City's current Comprehensive Land Use Plan by Resolution No. 151-12 on November 6, 2012, and the City has since experienced substantial growth, development, annexation, infrastructure investment, and changes in community needs and development patterns; and

WHEREAS, the Planning Commission, with assistance from City staff, professional consultants with Garver, public agencies, community stakeholders, and members of the public, has prepared an updated Comprehensive Land Use Plan and Future Land Use Map to guide future growth, development, redevelopment, infrastructure coordination, and land-use decisions;

WHEREAS, after providing the notice required by law, the Planning Commission held a public hearing on August 4, 2026, considered the proposed plan and public comments, adopted the plan and forwarded its recommendation to the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT: the above-mentioned Comprehensive Land Use Plan and Map dated July 30, 2026, is hereby adopted to be used as the City's official guide for future development of the City.

PASSED AND APPROVED THIS ____ DAY OF _____, 2026.

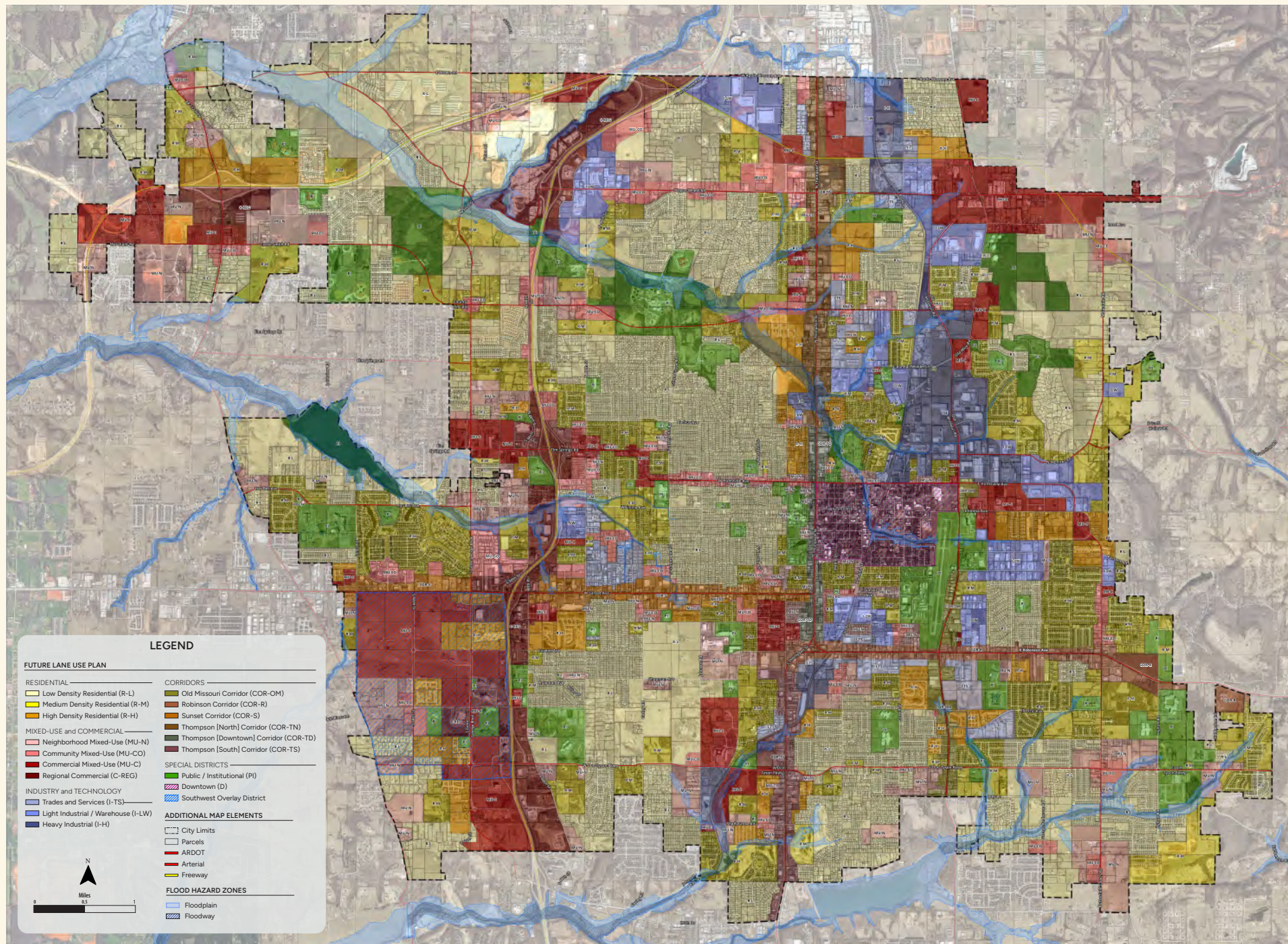
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED:

Garrett Harlan, City Attorney



FUTURE LAND USE PLAN UPDATE

Land Use Categories and Goals & Policies

DRAFT JULY 30, 2026

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 HOW is it being updated?

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INTRODUCTION

WHAT IS A FUTURE LAND USE PLAN?

An official guide for future development, the Future Land Use Plan translates a vision into a long-range community roadmap for how land should be used and how the community should grow over time. It is a PLAN that serves as a resource for community members and stakeholders as well as Planning Commission, City Staff, and elected officials. It doesn't regulate development directly, but rather acts as a guide for where residences, businesses, and industry should be developed, as well as where parks, roads, and other key elements of community life should be located. This is achieved through a series of land use categories that encompass the types of uses that are appropriate in a given area. The FLU helps local leadership make informed decisions about development, infrastructure, and public investment so that growth happens in a thoughtful, coordinated way to support long-term goals.

WHY DOES THE PLAN NEED TO BE UPDATED?

Over time, needs increase and priorities shift. These may be in the form of pressure for new or different types of housing, changes in transportation patterns, how the local economy is evolving, and ultimately new ideas for what you want Springdale to be. An update is basically revisiting the vision initially cast for our City, acknowledging current challenges and how to respond to them, and making sure the FLU still reflects our community values.

HOW IS IT BEING UPDATED?

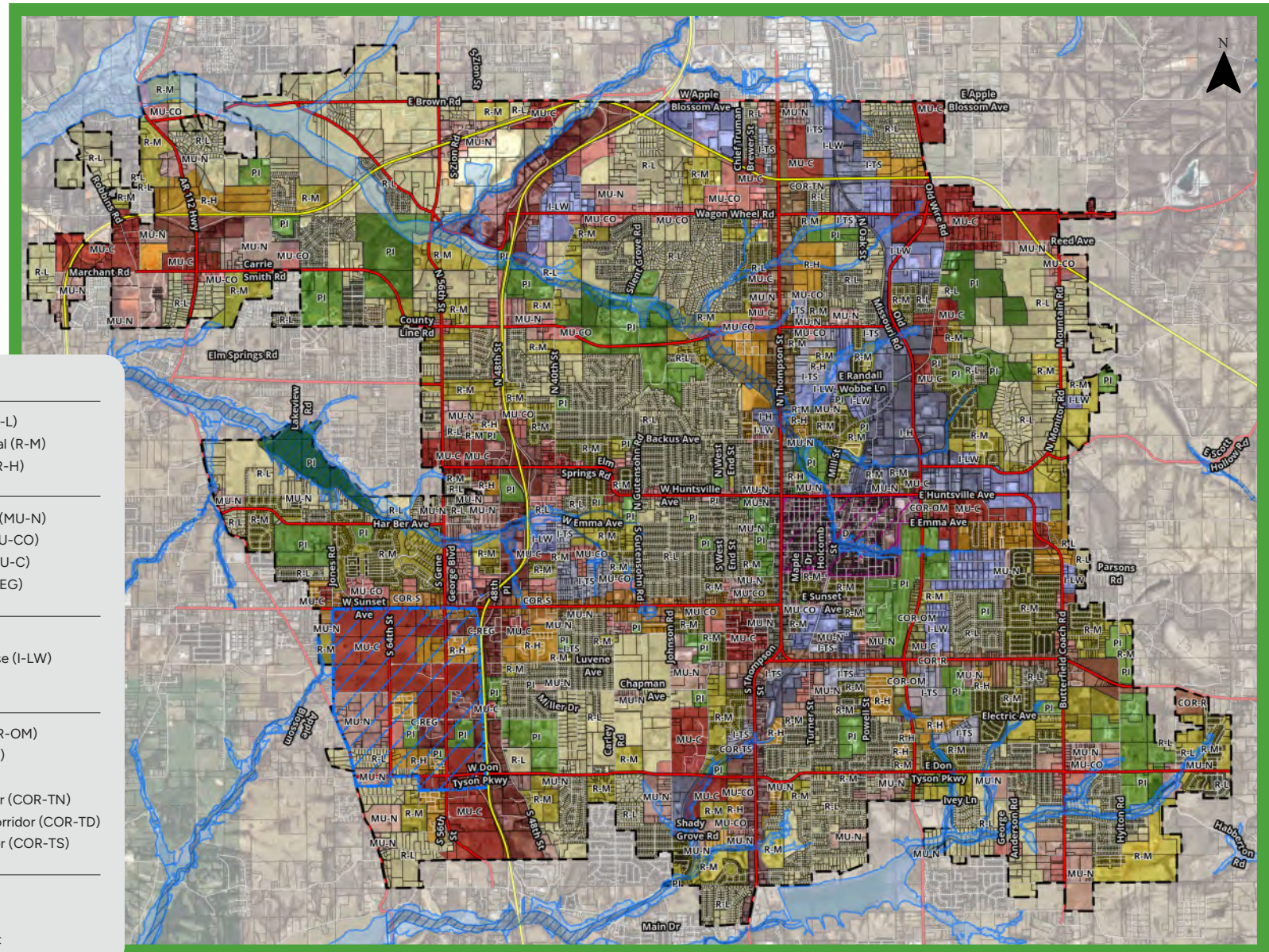
Grounded in the City's past and focused on its future, this 2026 Land Use Plan effort is a collaborative endeavor informed by existing plans and policies, existing land uses/conditions, existing/planned infrastructure, recent investments and efforts, contextual compatibility and transitions, future needs and opportunities, as well as community and stakeholder input. This 2026 update aims to add additional land use categories with greater nuance to better reflect the character and growth of the community. It recognizes and celebrates the City's unique culture, sense of place, and economic resilience as it incrementally helps the City move forward in a thoughtful and proactive way.





FUTURE LAND USE PLAN MAP

FUTURE LAND USE PLAN MAP





FUTURE LAND USE CATEGORIES



RESIDENTIAL

LOW DENSITY RESIDENTIAL

(4 Dwelling Units per acre, or fewer)

Low-density residential areas act to preserve the scale and character of low-density residential neighborhoods while encouraging reinvestment through rehabilitation, infill on vacant lots, and modest density options that are compatible with surrounding development. This category seeks to limit non-residential encroachment through appropriate transitions, buffering, and design requirements. Pedestrian infrastructure with sidewalk connections, and connections to the larger trail network should be considered when new developments are proposed.

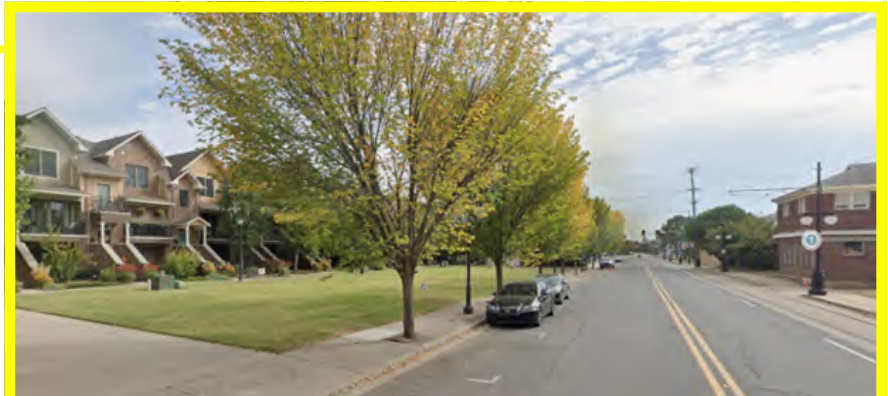


Leavenworth, KS

MEDIUM DENSITY RESIDENTIAL

(2 - 16 Dwelling Units per acre)

Medium density residential areas will have a similar character to low density residential areas; however, they feature a greater variety of housing types, smaller lots, increased small-scale non-single-family residential, and traditional apartment style housing may also be found in this district. As emphasized in higher intensity categories, walkability and connections to workplaces, commercial areas, educational facilities and recreation should be considered priority with walkability strongly encouraged.



North Little Rock, AR



RESIDENTIAL

HIGH DENSITY RESIDENTIAL

(12 Dwelling Units per acre, or more)

This category is intended to provide the largest diversity of housing options for a variety of income, household size, and lifestyle. High Density Residential uses should be located near corridors and commercial or mixed-use areas that will serve the residents in these areas. Conversely, it is envisioned that the housing in this category will support such nearby accessible businesses. Connections to workplaces, commercial areas, educational facilities, and recreation should be prioritized with walkability acting as a critical component.



Huntsville, AL

MIXED-USE & COMMERCIAL

NEIGHBORHOOD MIXED-USE

Representing the lowest intensity mixed-use land use category, Neighborhood Mixed-Use features a variety of housing types that include single family and neighborhood-scale multi-unit residential, with non-residential amenities integrated within.

This land use category is designed to cohesively address the natural mixed-use buildout that often occurs at intersections and along Collector and higher classification streets as structures transition from single family residential uses to small multifamily, office, and other light commercial uses.

Further, this category may serve as a transition between lower and higher intensity areas. Pedestrian connectivity is prioritized throughout, and non-residential uses should complement the existing residential uses, address the street, support local sense of place, and be designed in a way to support the existing neighborhood fabric.

Near key intersections the intensity will change and become more of a node of development. These areas will be slightly higher in intensity, and more attention to the transition and adjacent uses will be required to ensure compatibility.



Conway, AR

COMMUNITY MIXED-USE

This land use type supports small-scale commercial uses and small-scale multi-unit residential uses. These areas provide amenities to surrounding neighborhoods. As this land use type is often adjacent to lower intensity residential areas, pedestrian connectivity is prioritized with future development in these areas.

Similar to the Neighborhood Mixed Use category, this area is intended to help transition from higher intensity uses to less intense uses.



Little Rock, AR

MIXED-USE & COMMERCIAL

COMMERCIAL MIXED-USE

Found in several areas across the city, this land use type provides a multitude of amenities and facilitates commercial and higher density residential in a combined development, a single structure, or independently. The intent is to blend living, working, and recreational activities into a pedestrian friendly area that supports multi-modal transportation infrastructure. Trail Oriented Development is encouraged in this category and should be integrated with other development types. Development should address the street, and less desirable strip development shall be discouraged. Cross access, shared parking, and ample pedestrian connections should be required through regulations to assist with traffic flow and accessibility in these areas.

As in the Neighborhood Mixed Use Category, key intersections will increase in intensity and become more of a node of development. These areas will be slightly higher in intensity, and more attention to the transition and adjacent uses will be required to ensure compatibility. Buildings will address the street and provide an anchor for the Commercial Mixed-Use Areas. Pedestrian infrastructure and protected street crossings will be prevalent in the Commercial Mixed-Use Nodes.



Oklahoma City, OK

MIXED-USE & COMMERCIAL

REGIONAL COMMERCIAL

Typically located along regional arterials including I-49, this land use type promotes amenities and services serving the regional population as well as interstate travelers. Hospital campuses, lodging, supercenters, box store retail, vehicle dealerships, and large-scale mixed-use commercial centers are common development types. Heavy and increasing vehicular traffic is projected in these areas, but care should be taken to address pedestrian accessibility and provide multi-modal transportation options, connections to the Greenway will be critical in these areas to make sure that multimodal transportation continues to connect regional commercial services to the community.



Durham, NC



CORRIDORS

OLD MISSOURI CORRIDOR

This corridor includes large, undeveloped parcels at and south of the Huntsville Commercial node. The area between E. Huntsville Road and Don Tyson Parkway contains several large civic and institutional uses. It is anticipated that this corridor will have less intensity of use than some of the other corridors, and will support a mix of housing types with associated community mixed-use and public uses. As residential uses increase along this corridor, a commitment to multi modal transportation, pedestrian accommodations, and services is critical. Care should be taken to avoid creating a strong dependency on car-oriented housing without providing the necessary amenities. In order to achieve this balance, it is recommended that:

- Nodes are developed at Robinson and Don Tyson Parkway that support commercial mixed uses with connections for residents.
- Strong pedestrian connections are required when developments are planned and that bike/pedestrian and other appropriate multi-modal transportation infrastructure are incorporated with development.
- A majority of the parking is placed at the side or rear of developments to increase the human scale.
- Enhancements for the streetscape and safety for all users by reducing open curb / curb cuts is emphasized with development.
- Commercial structures face and address the public street.

ROBINSON CORRIDOR

A primary transportation route spanning the eastern half of the City, the Robinson Corridor is a mixed-use area serving as a critical section of US Hwy 412 and providing a diverse set of resources in a vehicle dominated environment. While the proposed 412 Bypass is anticipated to direct through-traffic and some truck traffic across the north edge of Springdale, this place type is focused on thoughtful development and re-development of properties now, in a way that supports multi-modal transportation and further strengthens economic development in the core of Springdale. Representing a prominent entry point into central Springdale from the east, site design and the architectural and overall development should be of high quality, supporting the overall fabric of the City. The corridor has a multi-faceted character that can be organized into the following sub-sections with recommendations:

- *Robinson Corridor (Thompson to 265):* Currently characterized primarily by heavy commercial land uses and virtually devoid of sidewalks, goals include promoting larger and taller mixed-use (residential and non-residential) buildings along the street and bringing pedestrian infrastructure improvements to the corridor, to bring new and beneficial resources back to the center of the city.
- *Robinson Corridor (265 to Butterfield Coach):* With smaller footprint businesses, general highway commercial, and mixed density residential along the edges, goals include encouraging infill development and requiring design standards that improve the corridor for all users.
- *Robinson Corridor (east of Butterfield Coach):* On the eastern fringe of town and with higher posted vehicular speeds, goals include focusing on mixed-use node development and continuing pedestrian and multi-modal infrastructure improvements.



CORRIDORS

SUNSET CORRIDOR

Characterized primarily by highway/strip commercial with uncoordinated curb cuts and streetscapes lacking pedestrian infrastructure, the establishment of this corridor recognizes the adopted plan's vision to incrementally and thoughtfully transition this area into a more multi-modal friendly corridor that enhances the aesthetic and function of the area. This land use type supports a variety of uses to continue the long-running economic development benefits of this corridor while requiring new development to holistically support the corridor vision by:

- placing the majority of parking at the side or rear of developments;
- incorporating bike/pedestrian and other appropriate multi-modal transportation infrastructure;
- enhancing the streetscape and safety for all users by reducing open curb / curb cuts;
- building structures that front and address the public street
- designing sites to accommodate business needs while also implementing win-win improvements through site design and landscape architecture.

THOMPSON CORRIDOR (NORTH)

Spanning from East Apple Blossum Avenue to Backus Avenue/Sanders Avenue

This corridor is less developed than other sections of Thompson Street and features more open greenfield development opportunities along the road.

This land use type and corridor is a primary northern gateway into central Springdale. As discussed with the Old Missouri corridor, special attention should be given when this area develops to achieve a balance of residential, commercial, services and amenities for residents. Specifically, the following should be considered:

- Nodes should be developed at Wagon Wheel Road, Morris Avenue, and Backus Avenue, that support commercial mixed uses with connections for residents.
- Strong pedestrian connections should be provided when developments are planned, including incorporation of bike/pedestrian and other appropriate multi-modal transportation infrastructure.
- A majority of the parking should be placed at the side or rear of developments to increase the human scale.
- Enhancements for the streetscape and safety for all users by reducing open curb / curb cuts should be incorporated.
- Commercial structures should face and address the public street.



CORRIDORS

THOMPSON CORRIDOR (DOWNTOWN)

This land use type accommodates the primary north/south transportation corridor of the greater downtown area from Backus Avenue to Porter Avenue. Just as the Highway 71 road footprint has evolved significantly over the last 100 years, the streetscape and future development in this area should continue to evolve to holistically support this critical region. As a primary downtown infrastructure area, development and redevelopment in this area should advance multi-modal infrastructure and urban forms that will incrementally work toward transforming this corridor into a more pedestrian-friendly area. Some ways to help achieve this goal is to:

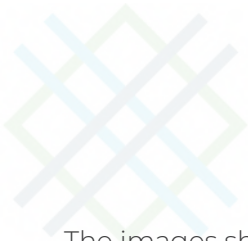
- Pull buildings to the street.
- The area has many small and local businesses, so the footprint and building style should encourage this type of development.
- Commercial Design standards to address the consistent street frontage that is desired to accompany the extension of downtown to this corridor.

THOMPSON CORRIDOR (SOUTH)

Spanning from Porter Ave to the City limits

This portion of the corridor is dominated by larger commercial with developments setback from the street and large parking lots located along the frontage. There are a few developing nodes, notably at the intersection of Don Tyson Parkway and South Thompson Street, and at West Robinson Avenue and South Thompson Street. Advancing additional building form and residential infill uses along this portion of the corridor could bridge the connection between Springdale and the Northwest Arkansas Region. Policies to encourage this corridor to develop should include:

- Allow appropriate infill and include a mix of uses.
- Increase the pedestrian and multimodal connections. Limit large parking lots adjacent to the street corridor, but continue to allow larger format commercial structures as well as larger multi-family residential complexes.



CORRIDORS

The images shown are examples of how corridors can develop into connected spaces while still serving the primary roles of transportation and economy.



Duluth, GA



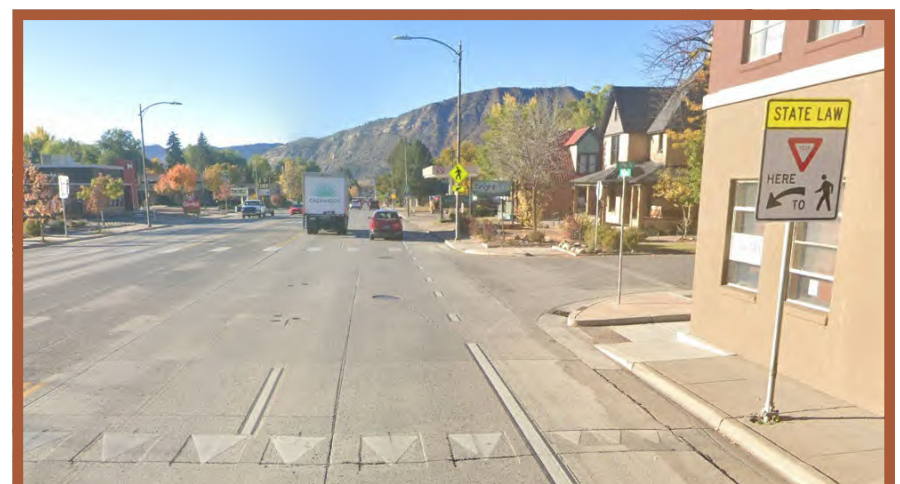
Huntsville, AL



Huntsville, AL



Duluth, GA



Durango, CO

SPECIAL DISTRICTS

PUBLIC AND INSTITUTIONAL

Areas within the Public land use category encompass facilities and land owned or operated by public and quasi-public entities. These uses can include public schools, parks, cemeteries, public facilities, transportation areas, utility infrastructure, places of worship, and other similar uses.

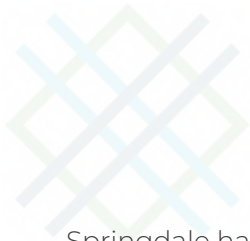


Springdale, AR

DOWNTOWN

Land use guidance in this core central district defers to the adopted Downtown Springdale Master Plan and its updates and amendments.





INDUSTRY & TECHNOLOGY

Springdale has a significant industrial land use sector, anchored by both historic industries and growing modern industrial parks and facilities. The city's industrial footprint reflects its role in manufacturing, processing, distribution, and related employment within Northwest Arkansas.

TRADES AND SERVICES

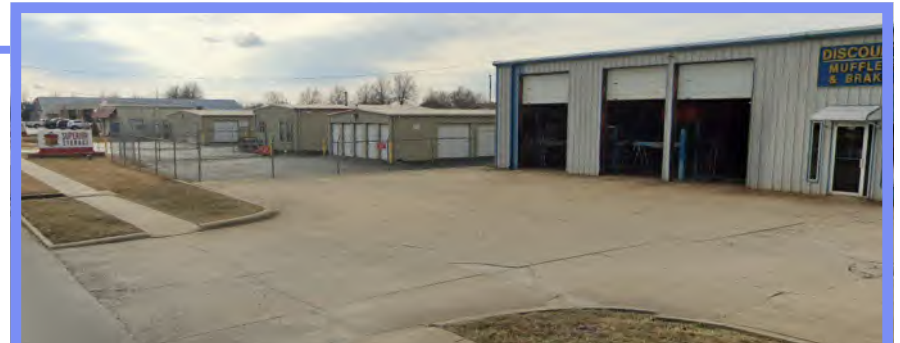
These areas are intended for very light industrial uses, low impact technology industry, small scale warehousing and trades and services commercial uses that do not require high visibility, and therefore do not need frontage along highly trafficked streets. They may be placed behind other commercial areas that depend on visibility for their customer base. Some uses in this zone may have small storefronts, and this land use type also encourages maker spaces and other smaller scale creative entrepreneurs.



Springdale, AR

LIGHT INDUSTRIAL / WAREHOUSE

These areas include light industrial uses such as limited manufacturing, automotive repair, light fabrication work, technology industry, and for warehousing uses that may require a larger footprint but do not produce significant noise, odors, and do not generate significant customer traffic.



Springdale, AR



INDUSTRY & TECHNOLOGY

HEAVY INDUSTRIAL

This land use type is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environmental nuisances, which are objectionable to residential or business use. Example uses and scale of facilities include poultry processing and other food-related processing/manufacturing; waste transfer and recycling facilities; industrial parks; heavy industry and manufacturing.



University Hill, IL



GOALS & POLICIES

GOALS & POLICIES

RESIDENTIAL	
GOAL	POLICIES
The residential land use categories are intended to promote and protect the health, safety, convenience, and general welfare of the community while providing housing opportunities that support Springdale's continued growth. Residential development should preserve neighborhood character where appropriate, encourage reinvestment and infill, provide a variety of housing choices, and ensure that development occurs in a manner that is compatible with surrounding land uses and supported by adequate infrastructure.	1. Protect and enhance the character, stability, and long-term viability of existing residential neighborhoods while encouraging appropriate reinvestment and redevelopment. 2. Ensure an adequate supply of land designated for residential development that accommodates a range of housing types, densities, and household sizes. 3. Promote compatible transitions between residential neighborhoods and adjacent commercial, industrial, mixed-use, or higher-intensity residential development through site design, buffering, landscaping, building orientation, and other context-sensitive design techniques. 4. Encourage neighborhood design that promotes safety, connectivity, and accessibility through an interconnected street network, sidewalks, trails, and transportation options while discouraging unnecessary cut-through traffic in residential neighborhoods. 5. Support a diverse housing stock that provides opportunities for residents throughout all stages of life and varying household needs while reinforcing neighborhood compatibility. 6. Encourage residential densities that are consistent with the Future Land Use Plan and appropriate to surrounding development, available infrastructure, and public facilities. 7. Direct medium and high-density residential development toward areas with convenient access to arterial or collector streets, employment centers, commercial services, schools, parks, transit opportunities, and other community amenities. 8. Encourage quality site design in residential developments through open space, landscaping, pedestrian connectivity, and recreational amenities appropriate to the scale and intensity of development.

GOALS & POLICIES

MIXED-USE & COMMERCIAL	
GOAL	POLICIES
The Mixed-Use and Commercial land use categories are intended to promote economic vitality, expand employment opportunities, and provide convenient access to goods, services, housing, and community destinations. Development should occur in locations that support orderly growth, efficient infrastructure investment, multimodal transportation, and compatibility with surrounding neighborhoods while creating attractive, connected, and resilient places.	1. Promote orderly and efficient commercial and mixed-use development that is consistent with the Future Land Use Plan and reinforces the City's long-term growth strategy. 2. Support commercial and mixed-use development that strengthens Springdale's economic base, expands employment opportunities, broadens the tax base, and serves the daily and regional needs of residents, businesses, and visitors. 3. Ensure commercial and mixed-use development is compatible with adjacent neighborhoods through appropriate transitions in land use intensity, building scale, site design, buffering, landscaping, lighting, and access management. 4. Promote higher-intensity mixed-use areas that integrate residential, commercial, office, entertainment, and civic uses in pedestrian-oriented environments with multimodal transportation, shared parking, and interconnected development patterns. 5. Direct commercial and mixed-use development to locations where adequate utilities, roadway capacity, drainage, and public services exist or can be efficiently provided. 6. Encourage coordinated, master-planned developments that utilize shared access, cross access, shared parking, and internal circulation while discouraging fragmented or isolated development patterns. 7. Encourage the adaptive reuse, redevelopment, and modernization of existing commercial areas to improve long-term economic viability and community appearance. 8. Encourage neighborhood-scale mixed-use development that complements surrounding residential areas by providing small-scale commercial, office, civic, and residential uses connected by sidewalks and designed to reinforce neighborhood character. 9. Support mixed-use centers that provide neighborhood-serving commercial uses, housing, employment, and community amenities while serving as appropriate transitions between lower- and higher-intensity development. 10. Direct large-scale commercial development to locations with regional transportation access and infrastructure capacity while encouraging coordinated site planning, multimodal access, and compatibility with adjacent land uses.

GOALS & POLICIES

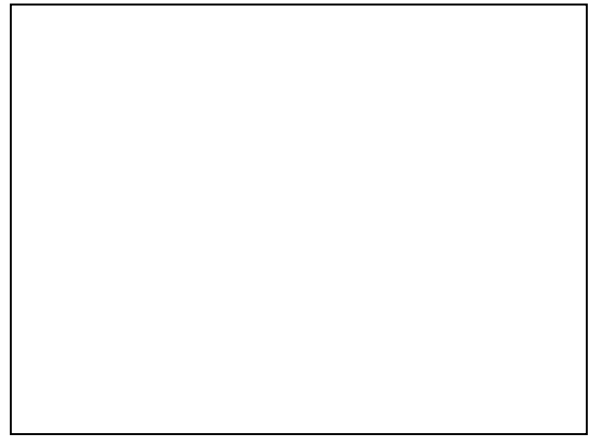
CORRIDORS	
GOAL	POLICIES
The Corridor land use categories are intended to support Springdale's primary commercial corridors as centers for commerce, employment, services, and transportation. These corridors should accommodate a broad range of commercial, employment, institutional, and mixed-use development while improving mobility, access management, safety, and overall corridor appearance. Development should reinforce each corridor as a functional transportation route, an economic asset, and a recognizable gateway into the community.	1. Promote commercial, employment, trade, service, institutional, hospitality, and mixed-use development that strengthens Springdale's economy, expands employment opportunities, and supports long-term investment. 2. Encourage development that creates recognizable, attractive corridor environments through quality architecture, coordinated signage, landscaping, streetscape improvements, and gateway features. 3. Preserve the mobility and carrying capacity of arterial corridors through coordinated site design, access management, and transportation improvements. 4. Improve the function and capacity of major corridors through coordinated access management, including shared driveways, cross-access, consolidated access points, and interconnected parking areas, while enhancing safe and convenient travel for motorists, pedestrians, bicyclists, transit users, and freight. 5. Support a broad range of commercial uses, including retail, offices, restaurants, hospitality, entertainment, trade services, contractor services, automotive businesses, and employment-generating uses appropriate to each corridor. 6. Encourage reinvestment and redevelopment of aging commercial properties to improve economic performance, property appearance, transportation efficiency, and long-term viability. 7. Require development that contributes to an attractive public realm by emphasizing building orientation, coordinated parking, landscaping, pedestrian amenities, and quality site planning. 8. Direct higher-intensity commercial development to corridors with adequate transportation capacity, utilities, drainage, and public services. 9. Where corridors adjoin residential neighborhoods, encourage appropriate transitions through landscaping, buffering, building design, access management, and compatible site planning.

GOALS & POLICIES

INDUSTRIAL	
GOAL	POLICIES
The Industry and Technology land use categories are intended to support Springdale's long-term economic vitality by providing locations for manufacturing, technology, logistics, warehousing, trades, services, research, and industrial employment. Industrial development should be located where transportation infrastructure, utilities, and public services can efficiently support business operations while ensuring compatibility with adjacent land uses through appropriate site design, buffering, and transitions.	1. Promote industrial and technology development that expands employment opportunities, strengthens the City's economic base, supports business investment, and encourages long-term economic resilience. 2. Maintain an adequate supply of land designated for trades and services, light industrial, warehousing, technology, manufacturing, logistics, and heavy industrial uses to meet current and future economic needs. 3. Preserve industrial land for employment-generating uses by discouraging incompatible encroachment and maintaining appropriate transitions between industrial and non-industrial development. 4. Direct industrial development to areas served by adequate transportation facilities, utilities, rail access where available, freight corridors, and other infrastructure necessary to support industrial operations. 5. Promote site planning, buffering, landscaping, building orientation, and operational design that minimizes impacts on adjacent residential, commercial, and mixed-use development while supporting industrial productivity. 6. Encourage coordinated industrial parks, business campuses, and employment centers that efficiently utilize infrastructure, internal circulation, shared access, and compatible industrial uses. 7. Support technology industries, research and development, maker spaces, creative industries, advanced manufacturing, and entrepreneurial business environments that diversify Springdale's employment base. 8. Recognize the varying operational needs of trades, services, warehousing, manufacturing, and heavy industry by providing opportunities for a broad range of employment-generating uses appropriate to each industrial category. 9. Encourage trades, contractor services, maker spaces, small-scale warehousing, technology businesses, and flex industrial uses in locations that support business operations while minimizing impacts on surrounding development.

GOALS & POLICIES

PUBLIC LAND USE	
GOAL	POLICIES
The Public land use category is intended to provide accessible, well-located public, civic, educational, recreational, cultural, religious, and utility facilities that support the health, safety, welfare, and quality of life of Springdale residents. These institutional uses should be integrated into the community in a manner that promotes accessibility, efficient public service delivery, neighborhood compatibility, and long-term community investment.	1. Provide opportunities for public and institutional facilities that serve the educational, recreational, civic, cultural, public safety, utility, and community service needs of existing and future residents. 2. Encourage public and institutional facilities to be located where they are accessible to the populations they serve through convenient roadway access, sidewalks, trails, bicycle facilities, and other multimodal transportation connections. 3. Promote the thoughtful integration of public and institutional uses into surrounding neighborhoods through compatible site design, landscaping, buffering, building orientation, and appropriate transitions. 4. Support the strategic location of police, fire, emergency services, utilities, and other essential public facilities to maximize operational efficiency, response times, and community resilience. 5. Encourage the equitable distribution of parks, trails, open spaces, and recreational facilities throughout the community to serve residents of all ages while enhancing environmental quality and neighborhood livability. 6. Support schools and educational campuses that are appropriately located, safely accessible, and integrated with surrounding neighborhoods while considering transportation, enrollment, and community needs. 7. Coordinate public and institutional development with available infrastructure, utilities, transportation networks, and long-range capital improvement planning. 8. Recognize public and institutional facilities as important civic assets that contribute to neighborhood identity, community gathering, cultural enrichment, and overall quality of life. 9. Encourage public and institutional facilities to serve as destinations within the City's multimodal transportation network by providing safe connections to adjacent neighborhoods, parks, schools, trails, transit, and other community facilities.



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 (FB26-10) CERTAIN LANDS LOCATED AT 403 WAYLAND DRIVE & PARCEL EAST OF 403 WAYLAND DRIVE FROM A MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO A SPRINGDALE ELECTIVE ENHANCEMENT DISTRICT (SEED) – NEIGHBORHOOD RESIDENTIAL TYPE 2 (NR2); 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 August 4, 2026, for hearing the matter of a petition of Wrigley, LLC & Campus Edge, LLC requesting that the following described tract of real estate to be zoned from a Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Residential Type 2 (NR2).

Layman's Description: 403 Wayland Drive & Parcel east of 403 Wayland Drive.

Legal Description:

LOT 17, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT (SURVEYED BY CORNERSTONE SURVEYING FOR WRIGLEY, LLC, ON 01-30-2026, JOB#26-140), CONTAINING 0.21 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

LOT 18, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT (SURVEYED BY CORNERSTONE SURVEYING FOR WRIGLEY, LLC, ON 01-30-2026, JOB#26-140), CONTAINING 0.20 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning (FB26-10), recommends to the Springdale City Council that the area described herein should be rezoned from a Medium Density Multi-

Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Residential Type 2 (NR2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From a Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Residential Type 2 (NR2).

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 _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

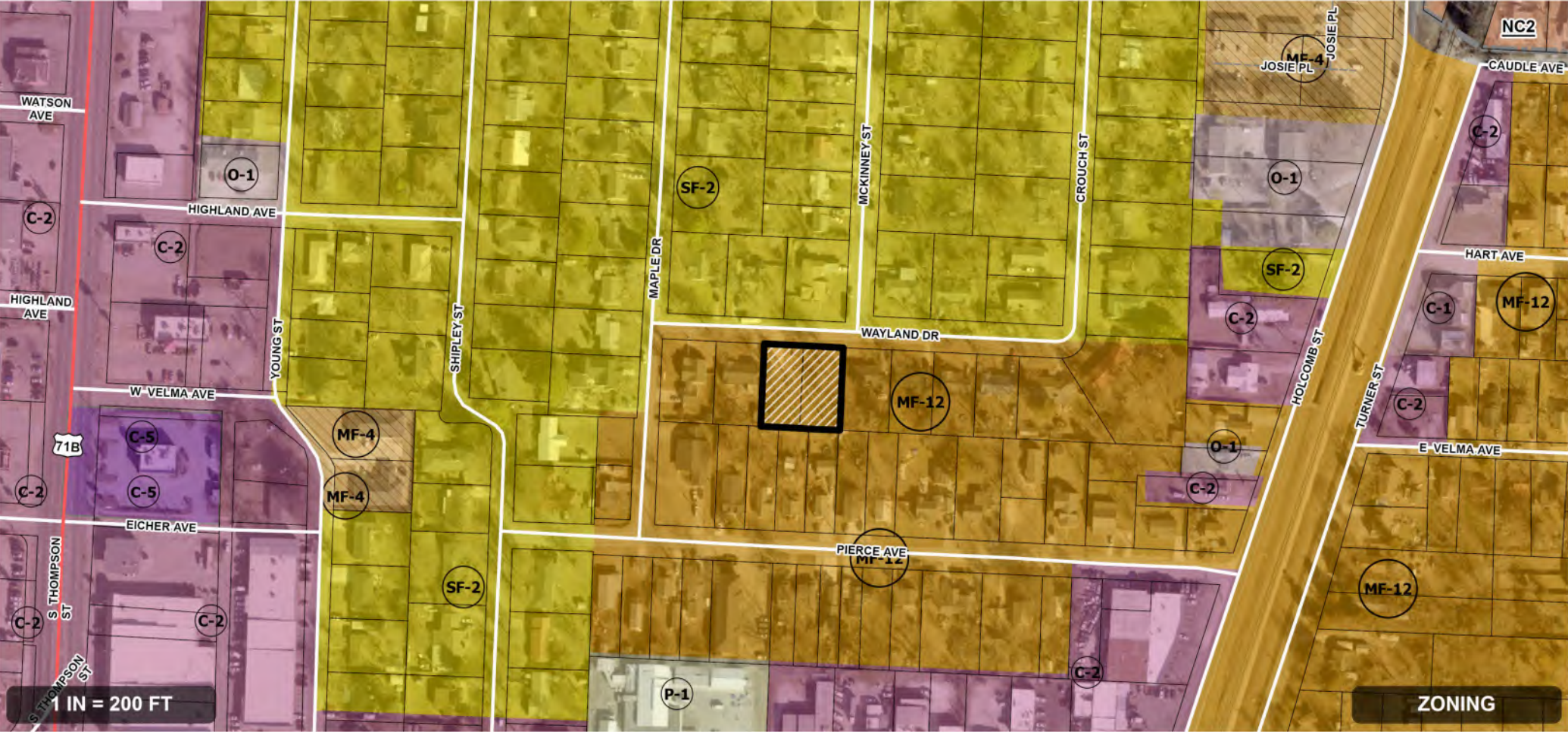
Garrett Harlan, City Attorney



 PROJECT AREA

FB26-10: Wrigley, LLC & Campus Edge, LLC
403 Wayland Drive
FB26-10: Boundary Amendment from MF-12 to NR2

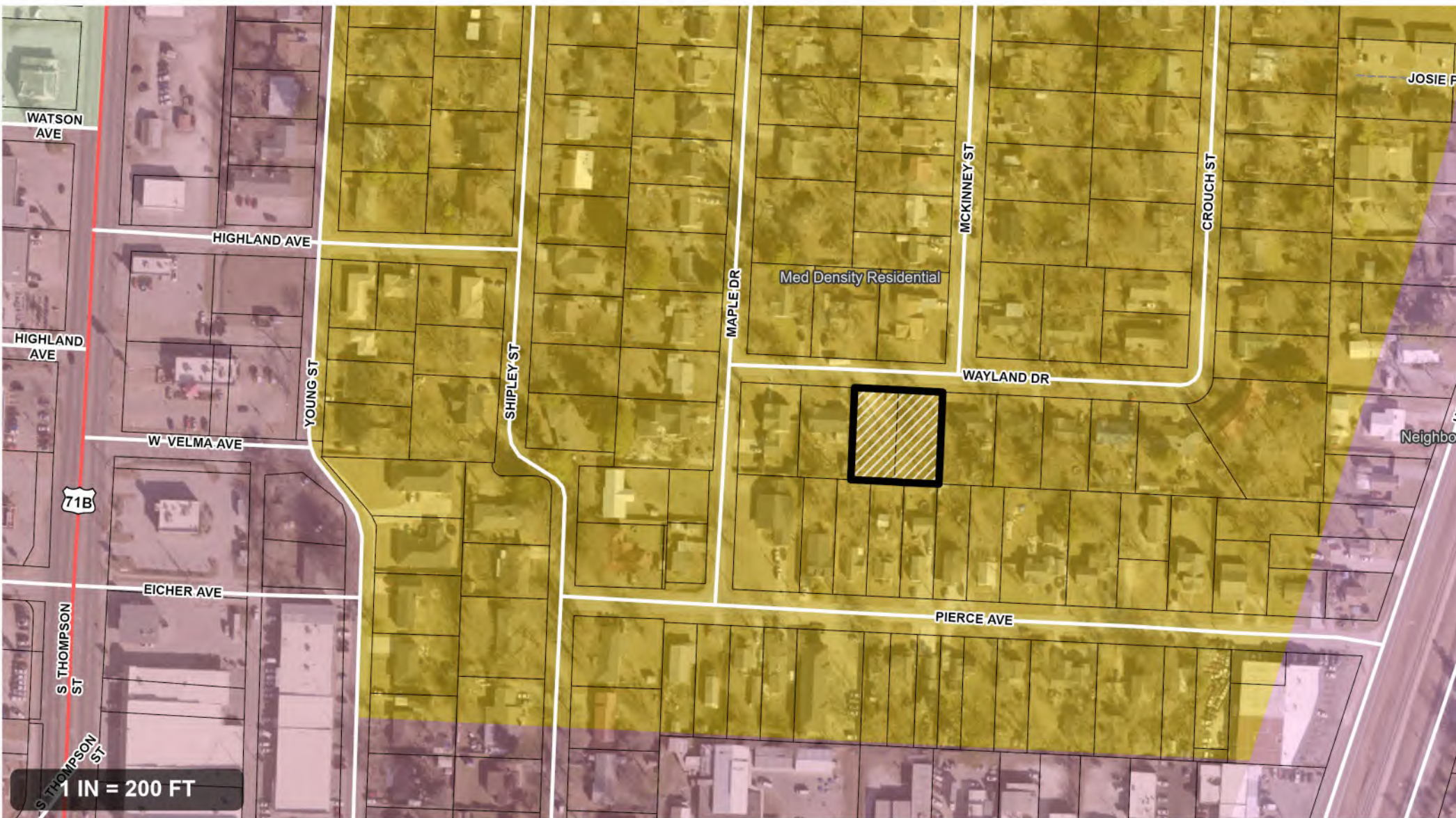




 PROJECT AREA

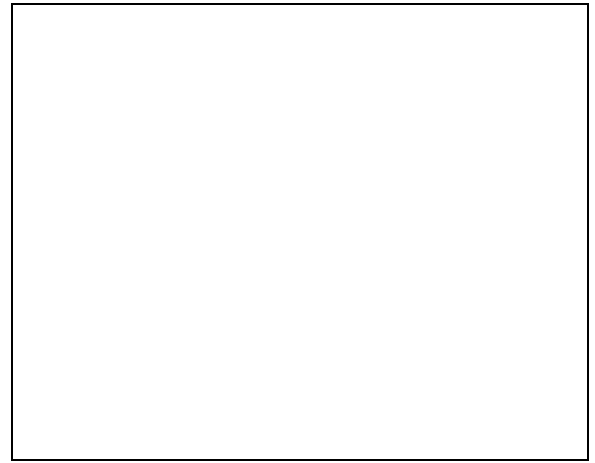
FB26-10: Wrigley, LLC & Campus Edge, LLC
403 Wayland Drive
FB26-10: Boundary Amendment from MF-12 to NR2





 PROJECT AREA

FB26-10: Wrigley, LLC & Campus Edge, LLC
403 Wayland Drive
FB26-10: Boundary Amendment from MF-12 to NR2



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP26-09)
OF Maple Drive Third Addition, Lots 17 & 18, TO THE
CITY OF SPRINGDALE, ARKANSAS, AND DECLARING
AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

Legal Description:

LOT 17, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT (SURVEYED BY CORNERSTONE SURVEYING FOR WRIGLEY, LLC, ON 01-30-2026, JOB#26-140), CONTAINING 0.21 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

LOT 18, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT (SURVEYED BY CORNERSTONE SURVEYING FOR WRIGLEY, LLC, ON 01-30-2026, JOB#26-140), CONTAINING 0.20 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat (RP26-09) of Maple Drive Third Addition, Lots 17 & 18 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat of (RP26-09) of Maple Drive Third Addition, Lots 17 & 18, to the City of Springdale, Arkansas, as shown on the replat

approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

MAPLE DRIVE THIRD ADDITION - LOTS 17A, 17B, & 18A

(PARCEL NO. 815-23477-000 & 815-23477-001 - BEING A REPLAT OF LOTS 17 & 18, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS)



BASE OF BEARING:
STATE PLANE GRID ARKANSAS NORTH
NAD83(11)

PARENT TRACT DESCRIPTION (TAKEN FROM FILE NO. 2025-23676 - PARCEL NO. 815-23477-000 & 815-23477-001): LOTS SEVEN (17) AND EIGHTEEN (18), MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS PER PLAT RECORDED IN PLAT BOOK 417 AT PAGE 605 OF THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

LOT 17A SURVEY DESCRIPTION: LOT 17A, BEING A REPLAT OF LOTS 17 & 18, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT SURVEYED BY CORNERSTONE SURVEYING FOR WAGLEY, LLC, ON 07-07-2026, JOB# 26-793, CONTAINING 0.11 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

LOT 17B SURVEY DESCRIPTION: LOT 17B, BEING A REPLAT OF LOTS 17 & 18, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT SURVEYED BY CORNERSTONE SURVEYING FOR WAGLEY, LLC, ON 07-07-2026, JOB# 26-793, CONTAINING 0.13 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

LOT 18A SURVEY DESCRIPTION: LOT 18A, BEING A REPLAT OF LOTS 17 & 18, MAPLE DRIVE THIRD ADDITION, AN ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT SURVEYED BY CORNERSTONE SURVEYING FOR WAGLEY, LLC, ON 07-07-2026, JOB# 26-793, CONTAINING 0.16 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

ACCESS EASEMENT DESCRIPTION: AN EASEMENT CROSSING A PART OF LOTS 17A & 18A, OF THE REPLAT OF LOTS 17 & 18, MAPLE DRIVE THIRD ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT SURVEYED BY CORNERSTONE SURVEYING FOR WAGLEY, LLC, ON 07-07-2026, JOB# 26-793.

COMMENCING AT A SET IRON PIN FOR THE SE CORNER OF SAID LOT 17, THENCE ALONG THE SOUTH LINE THEREOF N 87°33'18" E 40.00 FEET TO A SET IRON PIN FOR THE TRUE POINT OF BEGINNING, THENCE CONTINUING N 87°33'18" E 10.00 FEET TO A SET IRON PIN FOR THE SW CORNER OF SAID LOT 18, THENCE N 02°43'31" E 132.85 FEET TO A POINT, THENCE S 87°25'41" E 14.00 FEET TO A POINT, THENCE S 02°40'55" W 118.62 FEET TO A POINT, THENCE S 87°25'41" E 75.99 FEET TO A POINT, THENCE S 02°40'55" W 14.00 FEET TO THE POINT OF BEGINNING. THIS EASEMENT COVERS APPROXIMATELY 0.08 ACRES.

WATER LINE EASEMENT DESCRIPTION: AN EASEMENT CROSSING A PART OF LOTS 17A, 17B, & 18A, OF THE REPLAT OF LOTS 17 & 18, MAPLE DRIVE THIRD ADDITION TO THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT SURVEYED BY CORNERSTONE SURVEYING FOR WAGLEY, LLC, ON 07-07-2026, JOB# 26-793.

COMMENCING AT A SET IRON PIN FOR THE NE CORNER OF SAID LOT 17, THENCE ALONG THE EAST LINE THEREOF S 02°40'55" W 4.12 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING S 02°40'55" W 132.56 FEET TO A SET IRON PIN FOR THE SE CORNER OF SAID LOT 17, THENCE ALONG THE SOUTH LINE THEREOF N 87°33'18" E 3.01 FEET TO A POINT, THENCE N 02°41'29" E 125.50 FEET TO A POINT, THENCE N 87°33'18" W 128.11 FEET TO A POINT ON THE WEST LINE OF SAID LOT 18, THENCE ALONG THE WEST LINE THEREOF N 02°43'31" E 3.07 FEET TO A POINT, THENCE S 87°25'41" E 131.99 FEET TO THE POINT OF BEGINNING. THIS EASEMENT COVERS APPROXIMATELY 0.02 ACRES.

BASE OF SURVEY: THIS IS A SURVEY OF THAT PROPERTY DESCRIBED IN FILE NO. 2025-23676, OF THE WASHINGTON COUNTY RECORDS. SEE ALSO A PRIOR PLAT OF MAPLE DRIVE THIRD ADDITION, RECORDED IN PLAT BOOK 417 PAGE 605, AND A PRIOR SURVEY BY CORNERSTONE SURVEYING FOR WAGLEY, LLC ON 01-30-2026, JOB# 26-142.

FLOOD STATEMENT: THE DESCRIBED PROPERTY LIES IN FLOOD ZONE "X" OF THE FIRM MAP #814302070G, EFFECTIVE ON 01-25-2024, AS PER FEMA.

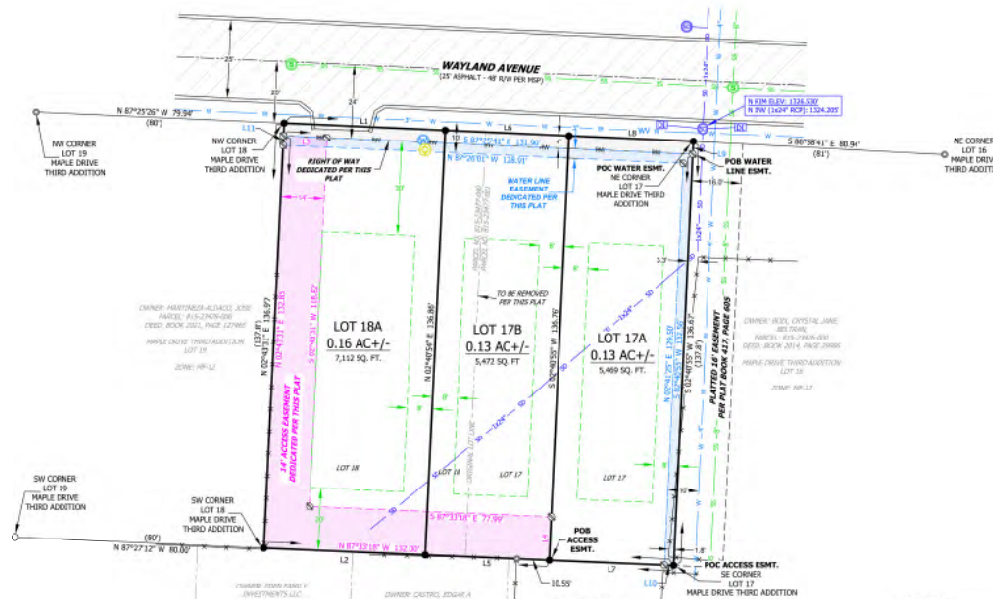
TITLE SURVEY NOTE: IN ADDITION TO THE INITIAL DOCUMENTS RECEIVED BY THE CLIENT, OR THEIR REPRESENTATIVE, ONLY LIMITED DEED RESEARCH WAS PERFORMED BY THIS COMPANY DURING THIS SURVEY. THEREFORE, PLEASE HAVE A REPUTABLE TITLE COMPANY CONFIRM THE SURVEYED PROPERTY AND THE ACREAGE SHOWN.

EASEMENTS: EASEMENTS OR RIGHTS OF WAY COULD EXIST THAT AFFECT THE INTENDED USE OF THIS PROPERTY. TO PROTECT YOUR INTEREST, YOU CAN CALL ARKANSAS ONE CALL TO HAVE ALL UTILITIES MARKED ON THE GROUND. YOU CAN CONSULT THE TITLE COMPANY FOR ANY EASEMENTS OF RECORD, OR YOU CAN UPGRADE THIS SURVEY TO AN ALTA, A LA, AND TITLE SURVEY. THIS ALLOWS US TO COORDINATE WITH THE TITLE COMPANY AND ARKANSAS ONE CALL, AND THEN SUBSEQUENTLY PLOT ANY RELEVANT EASEMENTS ON THE SURVEY PLAT FOR YOUR REVIEW.

SURVEY CERTIFICATION: THE SUBJECT PROPERTY HAS BEEN SURVEYED IN ACCORDANCE WITH THE ARKANSAS BOARD OF SURVEYING AND MAPPING ACTS. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE STATE SURVEYING OFFICE, THIS SURVEY PLAT IS THE INTERPRETATION OF THE SURVEYOR'S FIELD NOTES AND THE SURVEYOR'S FIELD BOOKS. THE SURVEYOR'S FIELD BOOKS ARE THE ORIGINAL RECORDS OF THE SURVEY AND ARE THE BASIS OF THIS PLAT.



COY N. JACOBSON, PLS 1989 DATE: 07-07-2026



LINE	BEARING	DISTANCE
L1	N 87°25'28" W	15.90
L2	N 87°33'18" E	15.90
L3	S 87°25'41" E	14.00
L4	S 02°40'55" W	14.00
L5	N 87°33'18" W	40.00
L6	S 87°25'41" E	40.00
L7	N 87°33'18" W	40.00
L8	S 87°25'41" E	40.00
L9	S 02°40'55" W	4.12
L10	N 87°33'18" W	128.11
L11	N 02°43'31" E	3.07



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.

CITY OF SPRINGDALE

APPROVAL FOR RECORDING:

DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION DATE

ACCEPTANCE OF PLEDICATIONS:

CITY CLERK DATE

MAYOR DATE

COMMISSIONER:

SECRETARY, PLANNING COMMISSION DATE

CHAIRMAN, PLANNING COMMISSION DATE

WATER AND SEWER:

ENGINEER, SPRINGDALE WATER UTILITIES DATE

STREETS AND DRAINAGE:

DIRECTOR, ENGINEERING DATE

NOTE: _____ HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE ON BEHALF OF WAGLEY, LLC.

NOTE: _____ HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE ON BEHALF OF CAMPUS EDGE, LLC.

CERTIFICATION OF TRANSMITTAL & OWNERSHIP: THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, RIGHTS, 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 INDICATED 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 OR _____

ALLOTTERS:

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On this _____ day of _____, 2026, before me, _____, the undersigned notary, personally appeared _____ of signature(s) known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

SIGNED _____

NAME _____ DATE _____

CORNERSTONE SURVEYING

1001 S. GARY STREET, SUITE 200, SPRINGDALE, AR 72703

800.723.1414

WWW.CORNERSTONE-SURVEYING.COM

DATE: 07-07-2026

REVISION: 01

BY: B. HOSBY

PLAT NO.: 8026-01

JOB#: 26-793

STATE CODE: 500-170-300-0-01-430-72-190

SCALE: 1" = 20'

CLIENT: WAGLEY, LLC

LEGEND

○ FOUND IRON PIN

△ FOUND IRON SPIKE

□ FOUND SET STONE

□ FOUND R.R. MARKER

▽ FOUND "T" POST

○ FOUND R.R. SPIKE

--- PROP. ACCESS ESMT.

--- PROP. STORMWATER ESMT.

--- ORIGINAL LOT LINE

--- FENCE CORNER POINT

--- FENCE LINE

--- SET 7" CAP 1/2" REBAR

--- SET R.R. SPIKE

--- COMPUTED POINT

--- SET POST ON LINE

--- POINT OF BEGINNING

--- POINT OF CORNER

--- RECORD DISTANCE

--- OVERHEAD POWER

--- CONCRETE DRAIN INLET

--- RIGHT OF WAY

--- UNDERGROUND GAS LINE

--- SANITARY SEWER

--- SAN. SENTER MANHOLE

--- STORM DRAIN MANHOLE

--- UNDERGROUND ELEC.

--- WATER METER

--- WATER VALVE

--- WATER LINE

--- GAS METER

--- FIRE HYDRANT

--- UTILITIES ISMT.

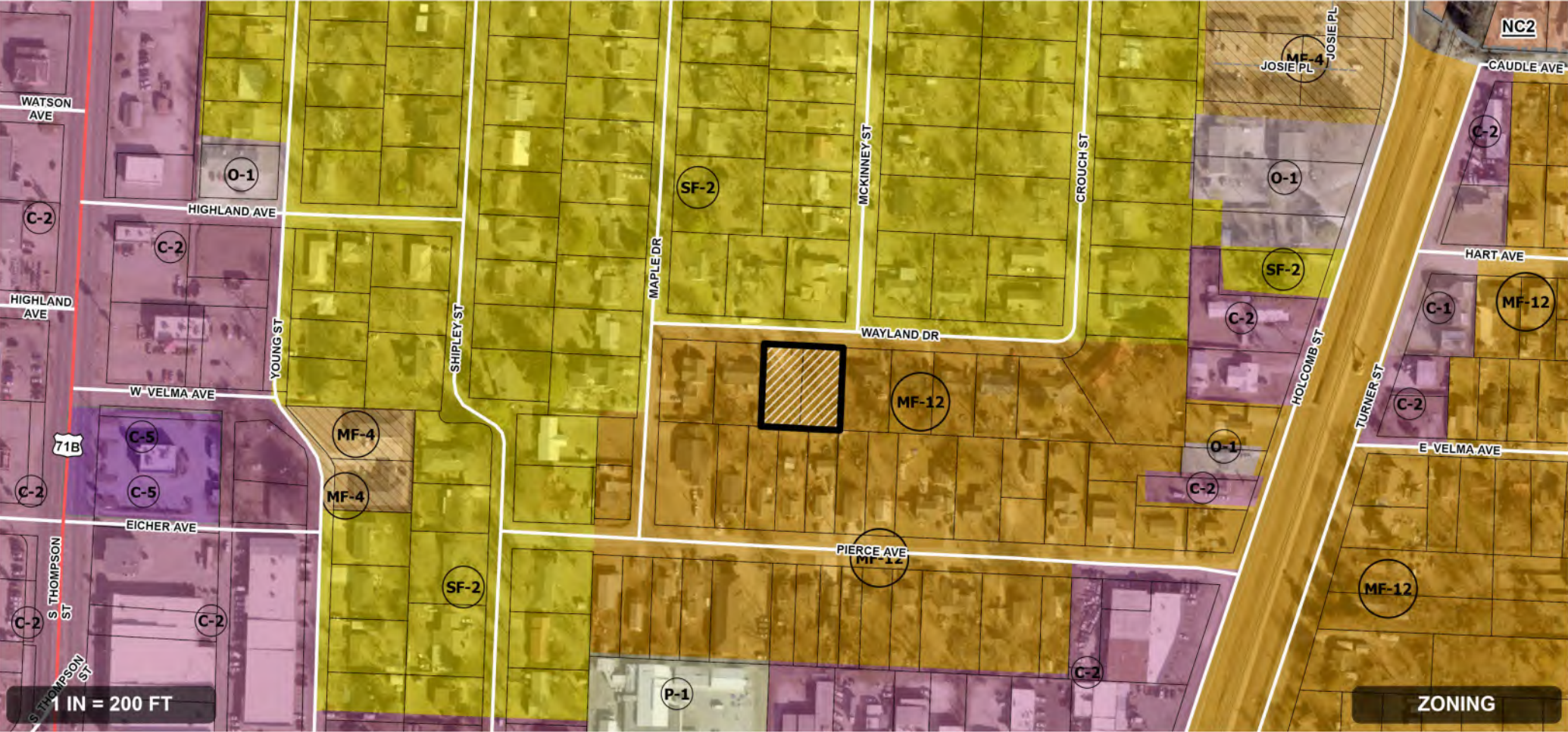
--- SET BACK LINE



 PROJECT AREA

RP26-09: Replat of Maple Drive Third Addition
403 Wayland Drive
RP26-09: Replat of Lots 17 & 18



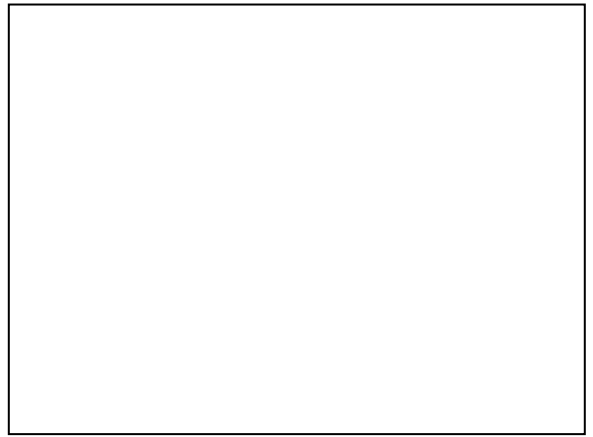


 PROJECT AREA

RP26-09: Replat of Maple Drive Third Addition
403 Wayland Drive
RP26-09: Replat of Lots 17 & 18

ZONING





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 (FB26-11) CERTAIN LANDS LOCATED AT 504 E. VELMA AVENUE FROM A MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO A SPRINGDALE ELECTIVE ENHANCEMENT DISTRICT (SEED) – NEIGHBORHOOD CENTER TYPE 2 (NC2); 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 August 4, 2026, for hearing the matter of a petition of Wrigley, LLC requesting that the following described tract of real estate to be zoned from a Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Center Type 2 (NC2).

Layman's Description: 504 E. Velma Avenue

Legal Description:

LOTS 17, 18, AND 19, BLOCK 5, R.L. HAYS ADDITION, IN THE CITY OF SPRINGDALE, IN WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THIS SURVEY PLAT (SURVEYED BY CORNERSTONE SURVEYING FOR WRIGLEY LLC, ON 05-27-2026, JOB #26-611), CONTAINING 0.24 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning (FB26-11), recommends to the Springdale City Council that the area described herein should be rezoned from a Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Center Type 2 (NC2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From a Medium Density Multi-Family Residential District (MF-12) to a Springdale Elective Enhancement District (SEED) – Neighborhood Center Type 2 (NC2).

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 _____, 2026.

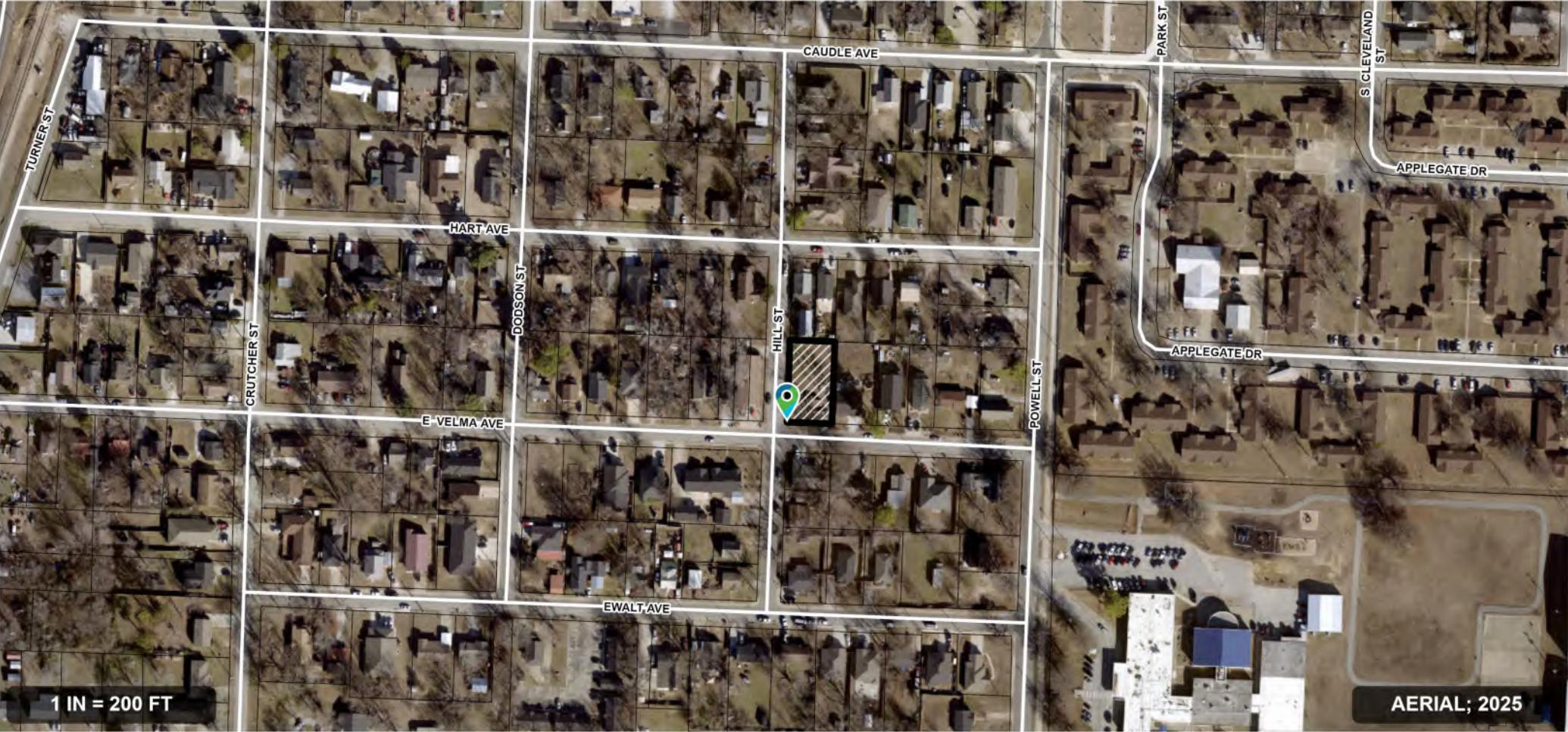
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney



-  PROJECT AREA
-  PUBLIC NOTICE

FB26-11: Wrigley, LLC
504 E. Velma Avenue
Boundary Amendment from MF-12 to NC2





-  PROJECT AREA
-  PUBLIC NOTICE

FB26-11: Wrigley, LLC
504 E. Velma Avenue
Boundary Amendment from MF-12 to NC2

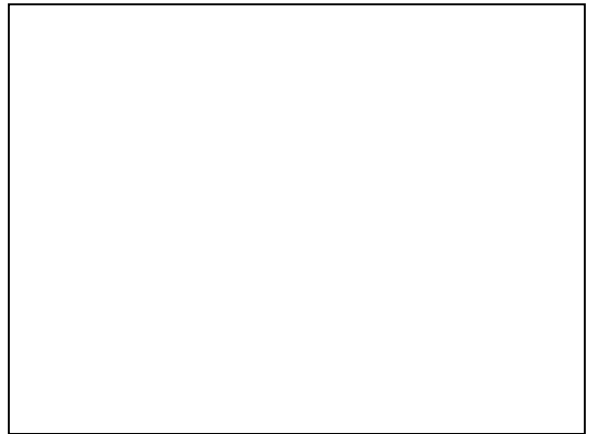




-  PROJECT AREA
-  PUBLIC NOTICE

FB26-11: Wrigley, LLC
504 E. Velma Avenue
Boundary Amendment from MF-12 to NC2





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 (R26-20) CERTAIN LANDS LOCATED AT 1511 WEST HUNTSVILLE AVENUE FROM A LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO A LOW-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-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 May 5, 2026, for hearing the matter of a petition by Bryant and Kim Dillard requesting that the following described tract of real estate be rezoned from a Low/Medium Density Single Family Residential District (SF-2) to a Low-Density Multi-Family Residential District (MF-2):

Layman's Description: 1511 W. Huntsville Avenue

Legal Description:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 18 NORTH OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35; THENCE NORTH 86°31'03" WEST A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°58'58" WEST A DISTANCE OF 150.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 86°44'29" WEST A DISTANCE OF 90.29 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 04°17'47" EAST A DISTANCE OF 149.99 FEET; THENCE SOUTH 86°44'29" EAST A DISTANCE OF 84.23 FEET TO THE POINT OF BEGINNING, CONTAINING 0.33 ACRES OR 13,085 SQUARE FEET MORE OR LESS. SUBJECT TO ANY RESTRICTIONS, CONDITIONS,

COVENANTS, RIGHTS OF WAY, AND EASEMENTS NOW OF RECORD. 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 (R26-20) from a Low/Medium Density Single Family Residential District (SF-2) to a Low Density Multi-Family Residential District (MF-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 a Low/Medium-Density Single-Family Residential District (SF-2) to a Low-Density Multi-Family Residential District (MF-2).

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 _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

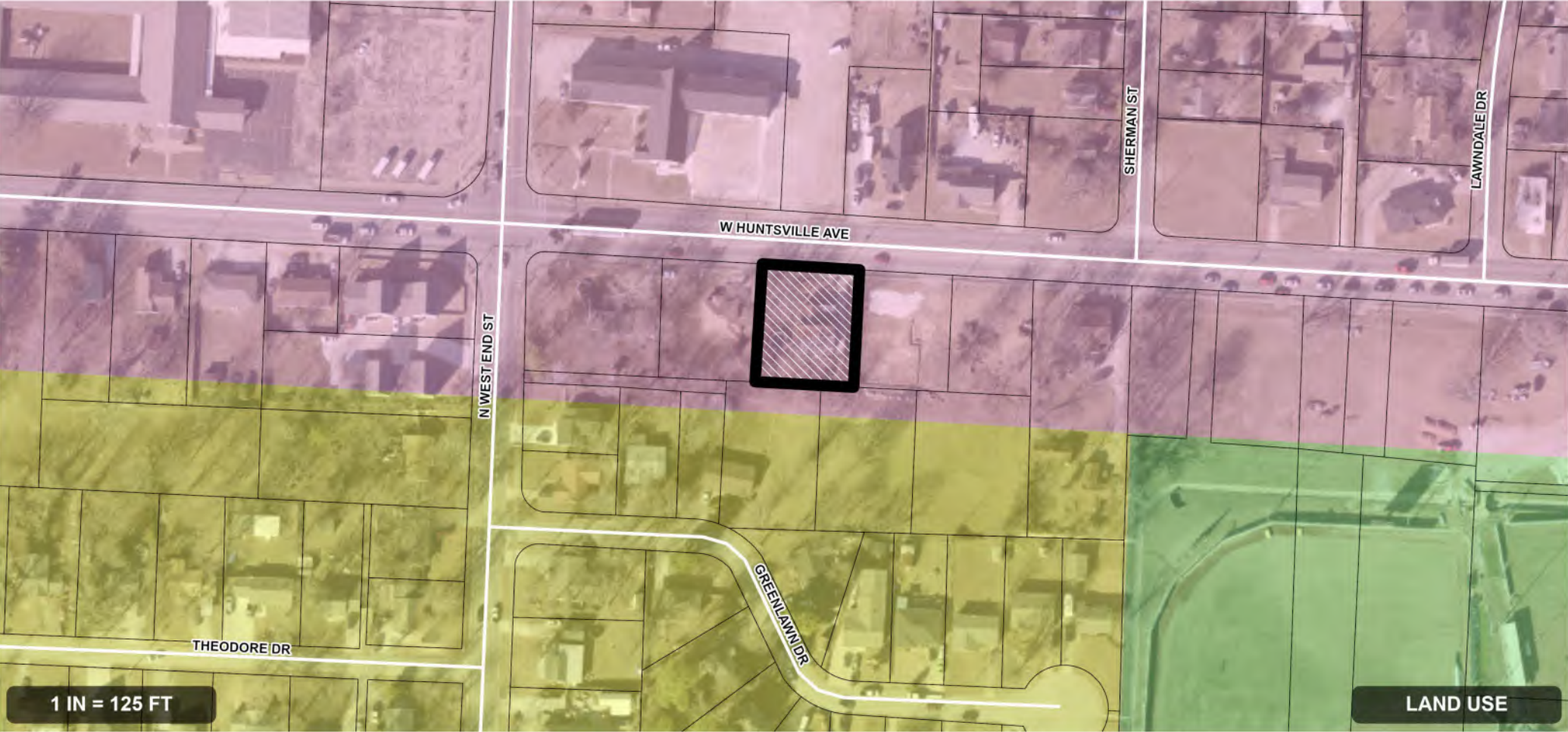
APPROVED AS TO FORM:



 PROJECT AREA

R26-20: Guadalupe Masonry Homes, LLC
1151 W. Huntsville Avenue
Rezone from SF-2 to MF-4





R26-20: Guadalupe Masonry Homes, LLC

1151 W. Huntsville Avenue
Rezone from SF-2 to MF-4

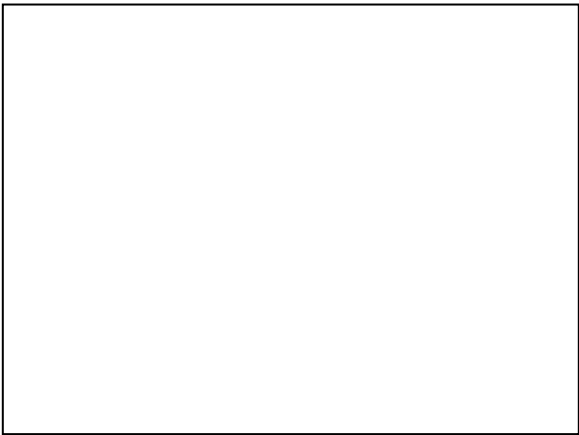




 PROJECT AREA

R26-20: Guadalupe Masonry Homes, LLC
1151 W. Huntsville Avenue
Rezone from SF-2 to MF-4





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 (R26-35) CERTAIN LANDS LOCATED AT 4876 N. THOMPSON STREET FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) 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 August 4, 2026, for hearing the matter of a petition of Nets Global Holdings, LLC requesting that the following described tract of real estate be rezoned from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

Layman’s Description: 4876 N. Thompson Street

Legal Description:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE NORTH LINE THEREOF S86°05'32"E 502.75' TO THE SOUTH RIGHT-OF-WAY OF RELOCATED U.S. HIGHWAY #412 PER AHTD JOB #090621, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S06°41'38"W 35.05', S78°31'58"E 159.83', N78°53'28"E 160.51' TO AN EXISTING NAIL, S86°16'03"E 376.94', S45°27'03"E 104.50' TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY #71B PER ADHD JOB #090621, THENCE ALONG SAID RIGHT-OF-WAY S01°21'18"W 249.45' TO THE NORTH LINE AS SHOW PER SURVEY FILED AS INSTRUMENT #L202464463 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-

OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS,
THENCE ALONG SAID NORTH LINE N86°03'43"W 1271.84' TO
THE EAST RIGHT-OF-WAY OF CHIEF TRUMAN BREWER
STREET, THENCE ALONG SAID RIGHT-OF-WAY N02°10'01"E
330.03' TO THE POINT OF BEGINNING, CONTAINING 9.13
ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND
RIGHTS-OF-WAY OF RECORD.

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 (R26-35) from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) 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 General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

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

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 _____, 2026.

Doug Sprouse, Mayor

ATTEST:

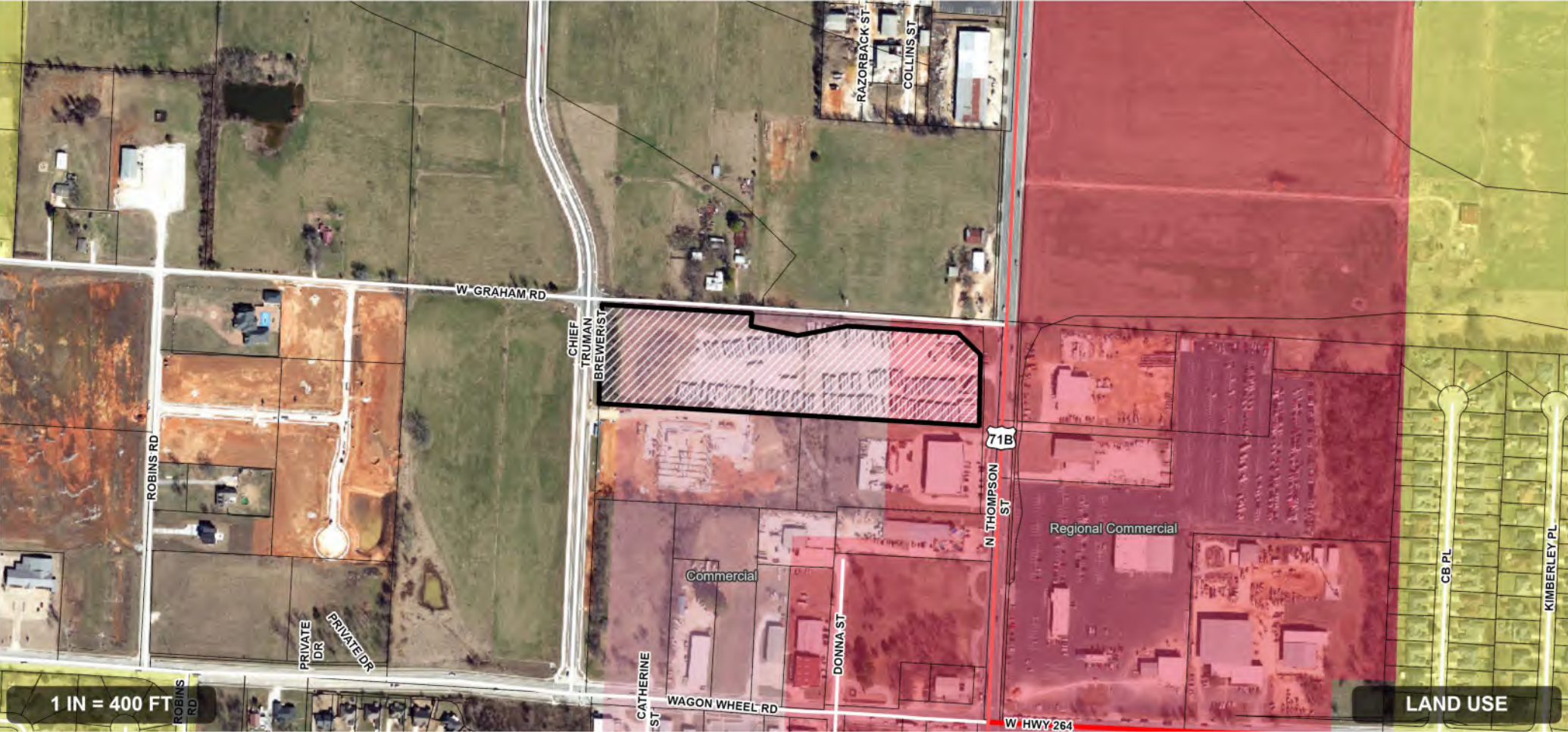
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:



R26-35: Nets Global Holdings, LLC
4876 N. Thompson Street
R26-35: Rezone from C-2 to C-5



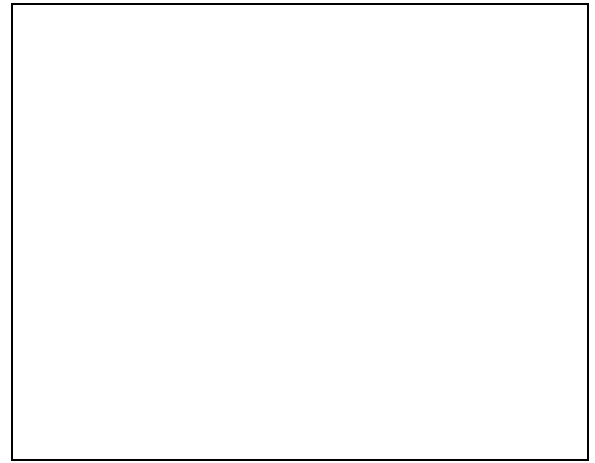


R26-35: Nets Global Holdings, LLC

4876 N. Thompson Street

R26-35: Rezone from C-2 to C-5





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP26-06)
OF JACOB'S CROSSING, PHASES II & III, LOTS 90, 91,
AND 107 THROUGH 109 TO THE CITY OF SPRINGDALE,
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

Legal Description

LOTS 90, 91, 107, 108 AND 109 OF JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 24A AT PAGE 652, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 107; THENCE S87°37'23"E A DISTANCE OF 159.26 FEET; THENCE S19°44'35"E A DISTANCE OF 5.38 FEET; THENCE S35°15'23"E A DISTANCE OF 21.36 FEET; THENCE S47°33'09"E A DISTANCE OF 43.70 FEET; THENCE CONTINUING S47°33'09"E A DISTANCE OF 22.50 FEET; THENCE S53°59'40"E A DISTANCE OF 60.05 FEET; THENCE S48°58'13"W A DISTANCE OF 25.78 FEET; THENCE S30°11'13"E A DISTANCE OF 151.58 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 97.87 FEET AND A CHORD BEARING AND DISTANCE OF S55°56'39"W -97.11 FEET; THENCE N18°35'49"W A DISTANCE OF 148.31 FEET; THENCE S48°58'13"W A DISTANCE OF 55.39 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 21.52 FEET AND A CHORD BEARING AND DISTANCE OF

N15°18'27"W - 21.51 FEET; THENCE N87°37'23"W A DISTANCE OF 131.46 FEET; THENCE N22°57'11"W A DISTANCE OF 32.67 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.32 FEET AND A CHORD BEARING AND DISTANCE OF N10°17'17"W - 65.78 FEET; THENCE N02°22'37"E A DISTANCE OF 86.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1.176 ACRES (51,217 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat (RP26-06) of Jacob's Crossing, Phases II & III, Lots 90, 91, and 107 Through 109 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat of (RP26-06) of Jacob's Crossing, Phases II & III, Lots 90, 91, and 107 Through 109, to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney



RECORDING INFORMATION

REPLAT of
LOTS 90, 91 AND 107 THROUGH 109
JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3

NOTES:
1. 12" REBAR WITH CAP 1/2" DIA SET AT ALL PERIMETER CORNERS UNLESS OTHERWISE NOTED.
2. FENCES SHALL NOT BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.

SURVEYOR'S NOTES:

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

THE FIELD WORK WAS COMPLETED ON 12/20/2024

SITE IS STILL BEING DEVELOPED.

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X" (NO SHADING) DESIGNATED AS AN AREA OF ANNUAL FLOOD HAZARD, AS SHOWN ON THE F.I.M. MAP # 1514500000, PHASE 30 OF 310, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

(NOTE: FLOOD STATEMENT DOES NOT GUARANTEE AGAINST LOCALIZED FLOODING.)

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, WAS OBSERVED BY THE SURVEYOR ON-SITE AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE S.U.S. ONLY. NO ONE CALL PROVIDED.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

WARRANTY DEED:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR HAS RESEARCHED OR HAS PROVIDED NECESSARY DESIGNS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CLAIMS, UNRECORDED POSSESSION CLAIMS, SUBSURFACE RIGHTS OR EASEMENTS, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, NO TITLE COMMITMENT OR AN EXCEPTION HAVE BEEN PROVIDED TO SURVEYOR.

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

1. **WARRANTY DEED:** BRITTELMAN CONSTRUCTION COMPANY, INC., RECORDED APRIL 26, 2024, FILE NO. 2024-12208.
2. **WARRANTY DEED:** BRITTELMAN CONSTRUCTION COMPANY, INC., RECORDED FEBRUARY 23, 2024, FILE NO. 2024-51803.
3. **WARRANTY DEED:** BRITTELMAN CONSTRUCTION COMPANY, INC., RECORDED FEBRUARY 27, 2024, FILE NO. 2024-54807.
4. **WARRANTY DEED:** BRITTELMAN CONSTRUCTION COMPANY, INC., RECORDED FEBRUARY 27, 2024, FILE NO. 2024-54807.
5. **FINAL PLAT OF JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3:** BY ENGINEERING SERVICES, INC., JAMES S. AUNSPACH, A.E.P. NO. 1294, RECORDED AUGUST 16, 2024, FILE NO. 2024-4045.
6. **FINAL PLAT OF JACOB'S CROSSING SUBDIVISION PHASE 1:** BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, A.E.P. NO. 1108, RECORDED DECEMBER 8, 2024, FILE NO. 2024-4003.

PARCEL NOS. 815-41332-000, 815-41333-000 & 815-41369-000 THROUGH 815-41371-000

SURVEY DESCRIPTION:

LOTS 90, 91, 107 AND 108 OF JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 244 AT PAGE 852, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 107; THENCE S81°02'15"E A DISTANCE OF 148.39 FEET; THENCE S74°04'15"E A DISTANCE OF 3.38 FEET; THENCE S81°02'15"E A DISTANCE OF 21.30 FEET; THENCE S47°33'05"E A DISTANCE OF 43.10 FEET; THENCE CONTINUING S47°33'05"E A DISTANCE OF 25.20 FEET; THENCE S81°02'15"E A DISTANCE OF 16.00 FEET; THENCE S81°02'15"E A DISTANCE OF 25.78 FEET; THENCE S37°11'13"E A DISTANCE OF 131.58 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 91.81 FEET AND A CHORD BEARING AND DISTANCE OF S89°09'19"W A DISTANCE OF 148.31 FEET; THENCE S47°04'15"E A DISTANCE OF 131.58 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE BEING A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 91.81 FEET AND A CHORD BEARING AND DISTANCE OF N10°10'27"W - 21°51'51"E; THENCE N47°22'39"W A DISTANCE OF 131.46 FEET; THENCE N25°01'17"W A DISTANCE OF 24.75 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING A RADIUS OF 78.00 FEET, AN ARC LENGTH OF 66.32 FEET AND A CHORD BEARING AND DISTANCE OF N10°17'17"W - 65°19'19"E; THENCE N47°22'39"E A DISTANCE OF 86.20 FEET TO THE POINT OF BEGINNING. CONTAINING 176 ACRES 31.24 SQUARE FEET, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

SURVEYOR'S DECLARATION:

I, JAMES S. AUNSPACH, DO HEREBY CERTIFY THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND POSSIBLE ENCROACHMENTS ARE AS SHOWN ON THIS PLAT. I FURTHER DECLARE THAT THIS SURVEY MEETS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS PER THE STATE OF ARKANSAS.

PRELIMINARY

JAMES S. AUNSPACH, P.E. NO. 1294, AR.

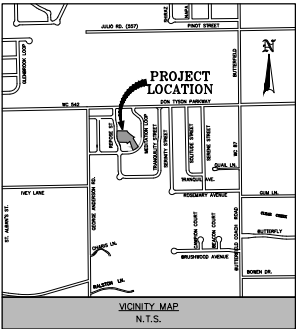
DATE



IN THE CITY OF
SPRINGDALE, ARKANSAS

WORK ORDER #

22916



RP26-06
August 19, 2026

BY
ENGINEERING SERVICES INC.



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

CERTIFICATE OF ACCEPTANCE:

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

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

CERTIFICATION OF TRANSMITTAL, OWNERSHIP, AND ORIGIN:

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 AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS INDICATED PERMISSIBLE 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 _____

OWNER/DEVELOPER: BRITTELMAN CONSTRUCTION COMPANY, INC.
4014 N. OLD WIRE RD.
FAYETTEVILLE, AR 72703-4715

SIGNATURE _____ DATE _____
RESOLUTION RESOLVED THAT "BRITTELMAN CONSTRUCTION COMPANY, INC." HEREBY AUTHORIZES _____ TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS REPLAT.

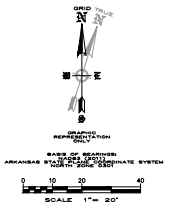
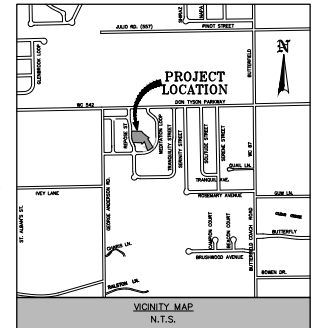
CERTIFICATE: WE, HOUSING AUTHORITY OF THE CITY OF SPRINGDALE, ARKANSAS DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

DATE _____ SIGNATURE _____
STATE OF ARKANSAS
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SHEET 1 of 2
PLAT CODE: 500-17N-20W-0-17-440-72-1374

LEGEND	
—	PROPERTY LINE
- - -	PROPERTY LINE REMOVED
- - -	SECTION "W" LINE
- - -	ADJACENT CORNER
- - -	EASEMENT (AS NOTED)
- - -	SEWER EASEMENT (S.E.)
- - -	RIGHT OF WAY
- - -	BUILDING SETBACK LINE (S.E.)
- - -	CENTERLINE OF ROAD
- - -	SEWER SERVICE
- - -	CLEARWAY
- - -	WATER METER
- - -	WATER VALVE
- - -	POWER POLE
- - -	STORM BOX
- - -	MEASURED
- - -	REFERENCE #
- - -	ZONING
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
●	IRV - IRON PIN FOUND (AS NOTED)
○	SET 1/2" REBAR w/ CAP "PS 1234"
◆	SET "MAG" NAIL
◆	COMPUTED POINT
◆	SANITARY SEWER MANHOLE
◆	SEWER SERVICE
◆	CLEARWAY
◆	WATER METER
◆	WATER VALVE
◆	POWER POLE
◆	STORM BOX
◆	MEASURED
◆	REFERENCE #
◆	ZONING



Line Table		
Line #	Length	Notes
1	1.1	847'22.5'

Curve Table			
Curve #	Length	Chord Length	Chord Bearing
C1	25.00	25.00	S45°18'21"W
C2	25.00	25.00	S45°18'21"W
C3	25.00	25.00	S45°18'21"W
C4	25.00	25.00	S45°18'21"W
C5	25.00	25.00	S45°18'21"W
C6	25.00	25.00	S45°18'21"W
C7	25.00	25.00	S45°18'21"W
C8	25.00	25.00	S45°18'21"W
C9	25.00	25.00	S45°18'21"W
C10	25.00	25.00	S45°18'21"W

OWNER: BRITTELMAN CONSTRUCTION COMPANY, INC.
ADDRESS: 404 N. OLD HIGHWAY 100, SPRINGDALE, AR 72764
PHYSICAL ADDRESS: 2708, 2710, 2712, 2714 & 2716 MEDITATION LOOP AND 1/2" R.O.W. 1/2" REPOSE STREET SPRINGDALE, AR 72764

SURVEYOR: ENGINEERING SERVICES, INC.
 1001 S. OLIVE MEADOW ROAD, P.O. BOX 242, SPRINGDALE, AR 72765

WORK ORDER #: 22916

CITY ZONING: SF-3 (MEDIUM DENSITY SINGLE FAMILY)

SETBACKS: FRONT - 30', SIDE - 5', REAR - 30'

NO ZONING REPORT PROVIDED TO THE SURVEYOR.
 ZONING INFORMATION SHOWN PER CITY OF SPRINGDALE ZONING MAP AND ORDINANCE.

RP26-06

PLAT CODE: 600-17N-SBY-0-17-440-72-1734

REVISION	DATE	DESCRIPTION

REPLAT OF LOTS 90, 91 AND 107 THROUGH 109

JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3

SCALE: 1"=20' DATE: August 19, 2026 DRAWN BY: KMD

ENGINEERING SERVICES, INC. SPRINGDALE, ARKANSAS

W.O.# 22916 SHEET 2/2

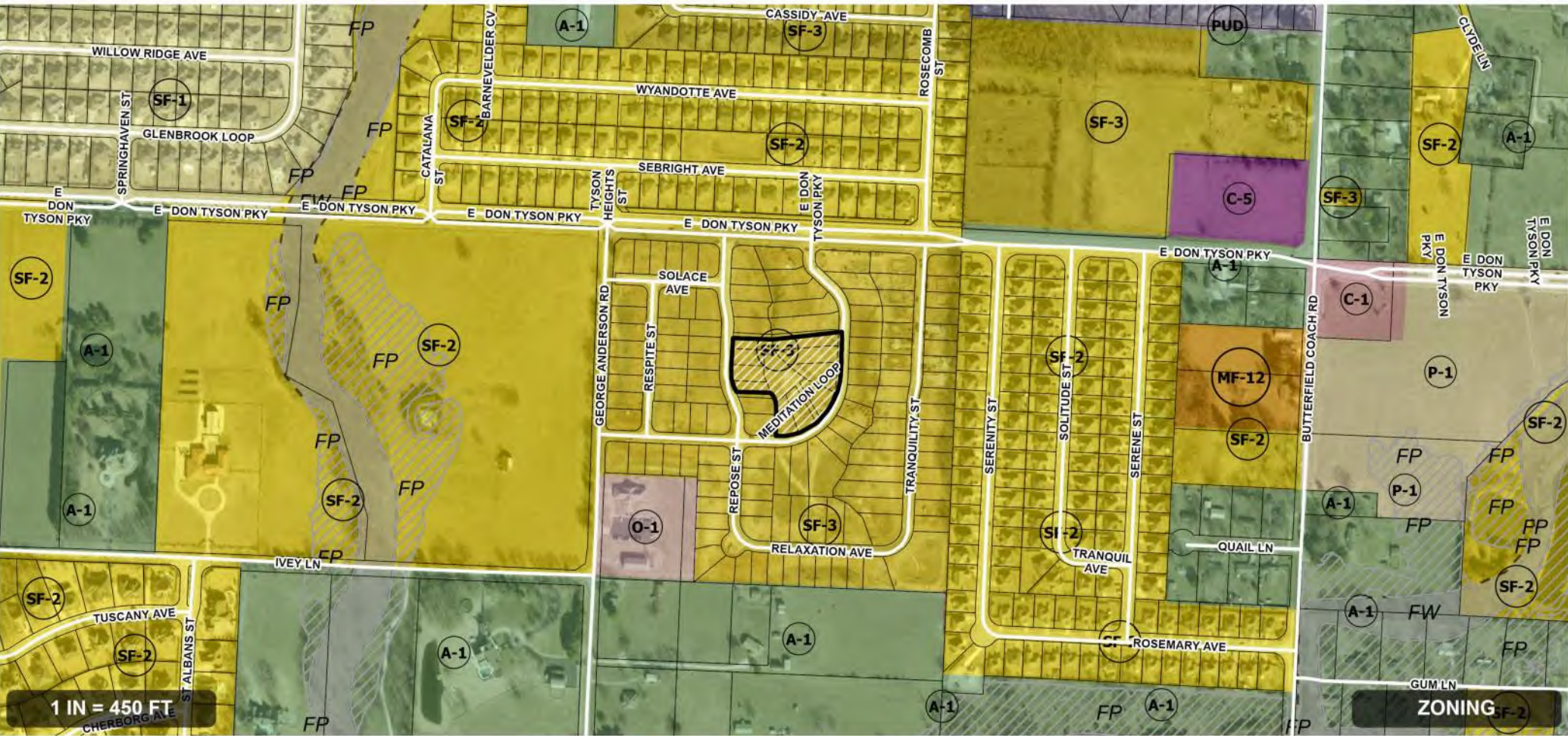




1 IN = 450 FT
PROJECT AREA

RP26-06: Jacob's Crossing, Phases II & III
South of Don Tyson Parkway between Repose Street & Meditation Loop
Replat of Lots 90, 91, & 107-109

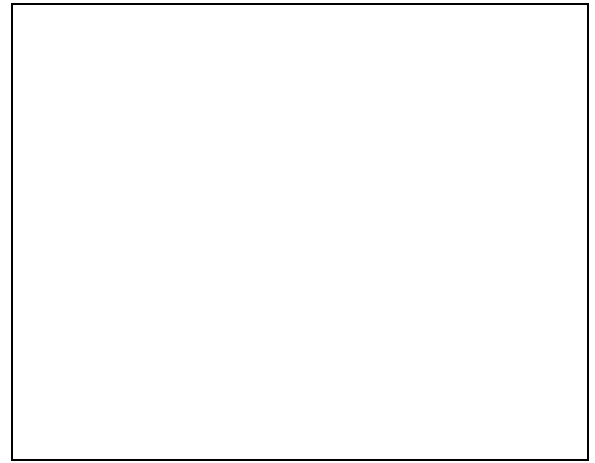




 PROJECT AREA

RP26-06: Jacob's Crossing, Phases II & III
South of Don Tyson Parkway between Repose Street & Meditation Loop
Replat of Lots 90, 91, & 107-109





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE REPLAT OF HENSON HEIGHTS, LOT 12 (RP26-11), TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

Legal Description

A PART OF TRACT NO. 12 OF HENSON HEIGHTS SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 105 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT NO. 12, THENCE EAST 395 FEET, THENCE SOUTH 315 FEET, THENCE WEST 395 FEET, THENCE NORTH 315 FEET TO THE POINT OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said replat and joins with the said petitioner in petitioning the City Council to accept the said Re-plat (RP26-11) of Henson Heights, Lot 12 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat (RP26-11) of Henson Heights, Lot 12 to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of

Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

PRELIMINARY RE-PLAT

TRACT 12 - HENSON HEGIHTS SUBDIVISION

S TURNER ST AND E HENSON AVE

WASHINGTON COUNTY

REVISION 2
AUGUST, 2026
FOR REVIEW
RP26-11

CONTACT LIST:

CITY OF SPRINGDALE PLANNING
CONTACT: BRADON THOMAS, DIRECTOR
201 SPRING STREET
SPRINGDALE, AR 72764
PHONE: (479) 756-6500
EMAIL: bthomas@springdaleAR.gov

SPRINGDALE WATER UTILITIES
CONTACT: RICK FLAHERTY
CHIEF OPERATING OFFICER/DIRECTOR OF ENGINEERING
525 OAK AVENUE
SPRINGDALE, AR 72764
PHONE: (479) 755-5751
FAX: (479) 755-4039
EMAIL: rick.flaherty@springdalewater.com

ENGINEERING
CONTACT: BEN PETERS, P.E.
DIRECTOR
201 SPRING STREET
SPRINGDALE, AR 72764
PHONE: (479) 756-7716
EMAIL: bpeters@springdaleAR.gov

CONTACT: KATIE HOLLINGSHEAD, P.E.
SENIOR PROJECT MANAGER
201 SPRING STREET
SPRINGDALE, AR 72764
PHONE: (479) 756-8105
kthollingshead@springdaleAR.gov

PUBLIC WORKS (STREET)
CONTACT: JAMES SMITH
DIRECTOR
360 EAST RANDALL WOODBINE LANE
SPRINGDALE, AR 72764
PHONE: (479) 756-4155
EMAIL: jsmith@springdaleAR.gov

CIVIL ENGINEER
CONTACT: JASON APPEL, P.E.
707 N. SALEM ROAD, STE. 140
FAYETTEVILLE, AR 72704
PHONE: (479) 841-5307
EMAIL: jappel@acivil.com

LAND SURVEYOR
CONTACT: NIKOLAY NEDKOV
5311 W. VILLAGE PARKWAY
ROGERS, ARKANSAS 72766
PHONE: (479) 268-8181

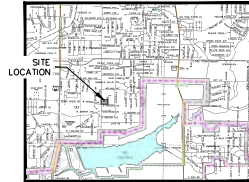
SPRINGDALE FIRE DEPARTMENT
CONTACT: STEVE GOSSE, FIRE MARSHAL
417 HOLLAND STREET
SPRINGDALE, AR 72765
PHONE: (479) 751-6191
FAX: (479) 755-6191

ELECTRIC: CARROLL ELECTRIC
BRIAN THOMPSON
PO BOX 320
BENTONVILLE, AR 72712
PHONE: 479-273-2421
EMAIL: bthompson@carrollelectric.com

STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF HEALTH
CONTACT: MR. CRAIG CONDER, P.E.
DIVISION OF ENGINEERING
4815 W. MARSHAM
LITTLE ROCK, AR 72205-3867
PHONE: (501) 661-2002

GAS UTILITY: BLACK HILLS ENERGY
CONTACT: AARON BURKS
UTILITY CONSTRUCTION PLANNER
665 E. MILLDALE DRIVE
FAYETTEVILLE, AR 72703
PHONE: 479-821-8387
EMAIL: AARON.BURKS@BLACKHILLSCORP.COM

CABLE: COX COMMUNICATION
CONTACT: RANDY BUTLER
4801 S. 40TH ST
SPRINGDALE, AR 72762
PHONE: (479) 771-0738
FAX: (479) 872-0174



VICINITY MAP
NOT TO SCALE



SHEET INDEX

- | | | | |
|-----|--------|---|---------------------------------------|
| 1. | C1.0 | - | COVER SHEET |
| 2. | 1 OF 2 | - | REPLAT |
| 3. | 2 OF 2 | - | REPLAT |
| 4. | 1 OF 1 | - | TOPOGRAPHIC & BOUNDARY SURVEY |
| 5. | C2.0 | - | DEMO PLAN |
| 6. | C2.1 | - | SITE PLAN |
| 7. | C3.0 | - | GRAVING PLAN |
| 8. | C3.1 | - | STORM WATER POLLUTION PREVENTION PLAN |
| 9. | C3.2 | - | STORM PLAN & PROFILE |
| 10. | C4.0 | - | UTILITY PLAN |
| 11. | C5.0 | - | LANDSCAPE PLAN |
| 12. | C6.0 | - | TYPICAL DETAILS |
| 13. | C6.1 | - | SWPPP DETAILS |
| 14. | C6.2 | - | UTILITY TYPICAL DETAILS |

GENERAL NOTES:

- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COORDINATING WITH ARKANSAS ONE-CALL AT 1-800-485-8998 A MIN. OF FORTY EIGHT (48) HOURS BEFORE ANY DIGGING BEGINS.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONDITIONS ON THE SITE DURING CONSTRUCTION AND MUST BE WITHIN INDUSTRY AND OSHA ACCEPTED STANDARDS FOR SAFETY AT ALL TIMES. INCLUDED BUT NOT LIMITED TO WORKING HOURS. THE ENGINEER SHALL NOT BE RESPONSIBLE TO MONITOR SAFETY STANDARDS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEMOLITION AND CONSTRUCTION MATERIALS, IN A LAWFUL MANNER, AT STATE AND FEDERALLY ACCEPTED SITES.
- ALL DESIGNS SHOWN HEREIN ARE IN ACCORDANCE WITH THE INDUSTRY ACCEPTED STANDARDS AT THIS TIME.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO NEIGHBORING PROPERTIES.
- IN THE EVENT THAT THERE IS A QUESTION WITH REGARD TO THE DESIGN INTENT, THE CONTRACTOR SHALL CONSULT WITH THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING IN ACCORDANCE WITH ALL MUNICIPALITY CONSTRUCTION STANDARDS, WHERE APPLICABLE.

A4CIVIL OR ITS DESIGNATED REPRESENTATIVE SHALL PROVIDE INSPECTION SERVICES DURING CONSTRUCTION OF PUBLIC UTILITIES.

PUBLIC WATER AND SEWER UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATION REQUIREMENTS FOR THE CONSTRUCTION OF WATER AND SEWER FACILITIES FOR SPRINGDALE WATER UTILITIES AMENDED NOVEMBER 17, 2025 WITH APPROVED REVISIONS DATED NOVEMBER 17, 2025 AND SEALED DECEMBER 8, 2025.

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 FOR ANY ERRORS OR OMISSIONS IN THE PLANS. THE ADEQUACY OF THE PLANS IS THE SOLE 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.

FLOOD CERTIFICATION

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS.

MAP NUMBER: 65442C00700
REVISED DATE: JANUARY 26, 2024

PLANS PREPARED BY:



THOMAS JASON APPEL
ARKANSAS REGISTERED PROFESSIONAL ENGINEER NO. 13828

PLAN SET FOR
REVIEW ONLY-NOT
FOR CONSTRUCTION

DESCRIPTION
REVISED PER CITY COMMENTS
REVISED PER CITY COMMENTS



REPLAT OF TRACT 12 - HENSON HEIGHTS SUBDIVISION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

COVER



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Arkansas One-Call
www.arkonecall.com

DATE	DRAWN
8-18-2026	NG
DESIGNED	CHECKED
NG	TJA

FOR
REVIEW

PROJECT NO.

281040

SHEET

C1.0

OF TRACT 12, HENSON HEIGHTS SUBDIVISION, CITY OF SPRINGDALE
CREATING LOTS 1 TO 9 OF
TRACT 12, HENSON HEIGHTS SUBDIVISION, CITY OF SPRINGDALE

[illegible]

A PART OF TRACT NO. 32 OF HENSON HEIGHTS SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE, RECORDED AS PLAT BK. 1, PG. 58 AND PLAT BK. 4, PG. 258, IN THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT CHSELED "X" AT THE NORTHWEST CORNER OF SAID TRACT NO. 12; THENCE ALONG THE EAST RIGHT-OF-WAY OF SOUTH TURNER ST., 502'2"±38'P 105.26 FEET TO A POINT CHSELED "X" AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY, THENCE S87°33'40"E 10.10 FEET TO A SET 5/8" REBAR WITH CAP IS 1758; THENCE S02°2'41"W 33.47 FEET TO A SET 5/8" REBAR WITH CAP IS 1758; THENCE N87°39'31"W 11.02 FEET; THENCE N02°14'18"E 31.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,326 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

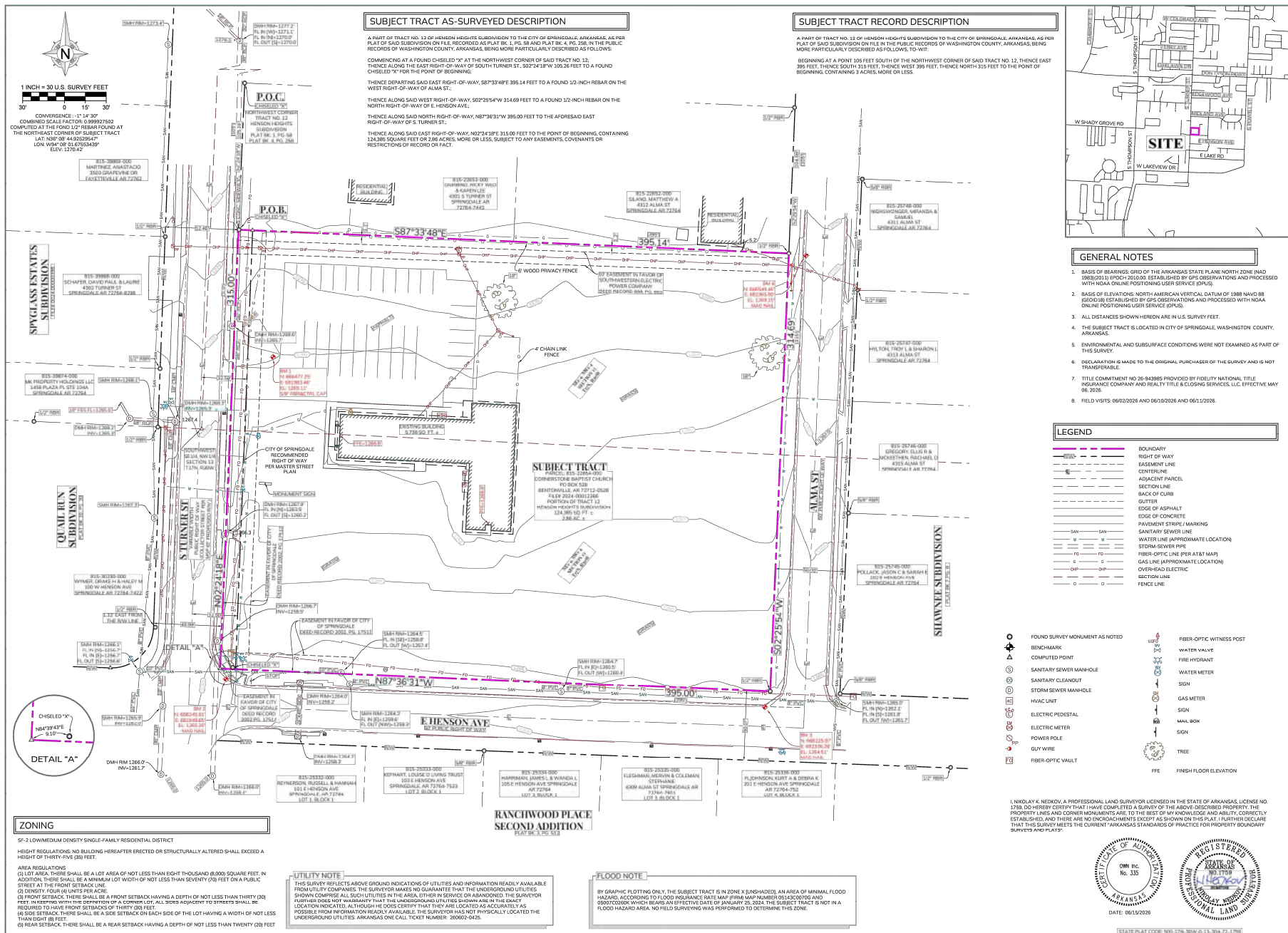
	LOT MINIMUMS		SETBACKS				
	WIDTHS	AREA	FRONT	BACK	SIDE INTERIOR	SIDE CORNER INTERIOR	SIDE CORNER EXTERIOR
ONE FAMILY	70'	8,000 SQ. FT.	30'	20'	8' / 8'	8'	30'

A4CIVIL, INC.
797 N SALEM RD, STE 140
FAYETTEVILLE, AR 72704
(479) 381-1066

OFFICE OF THE ATTORNEY GENERAL



STATE PLAT CODE: 500-17N-30W-0-13-304-72-1759



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Engineering beyond.™

5311 W. Village Parkway
Rogers, AR 72758
479.286.8181
we@own.com

FORMERLY ANDERSON ENGINEERING

ARKANSAS COA
FIRM NO. 335

BOUNDARY TOPOGRAPHIC SURVEY

CITY OF SPRINGDALE
WASHINGTON COUNTY
STATE OF ARKANSAS

REVISIONS		
NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO. 26-20-0477
DRAWN BY: MAK
CHECK BY: NKN
ISSUED DATE: 06/15/2026

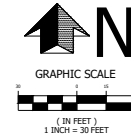
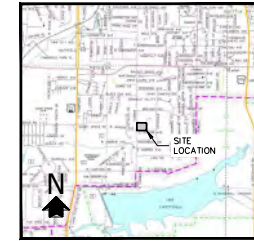
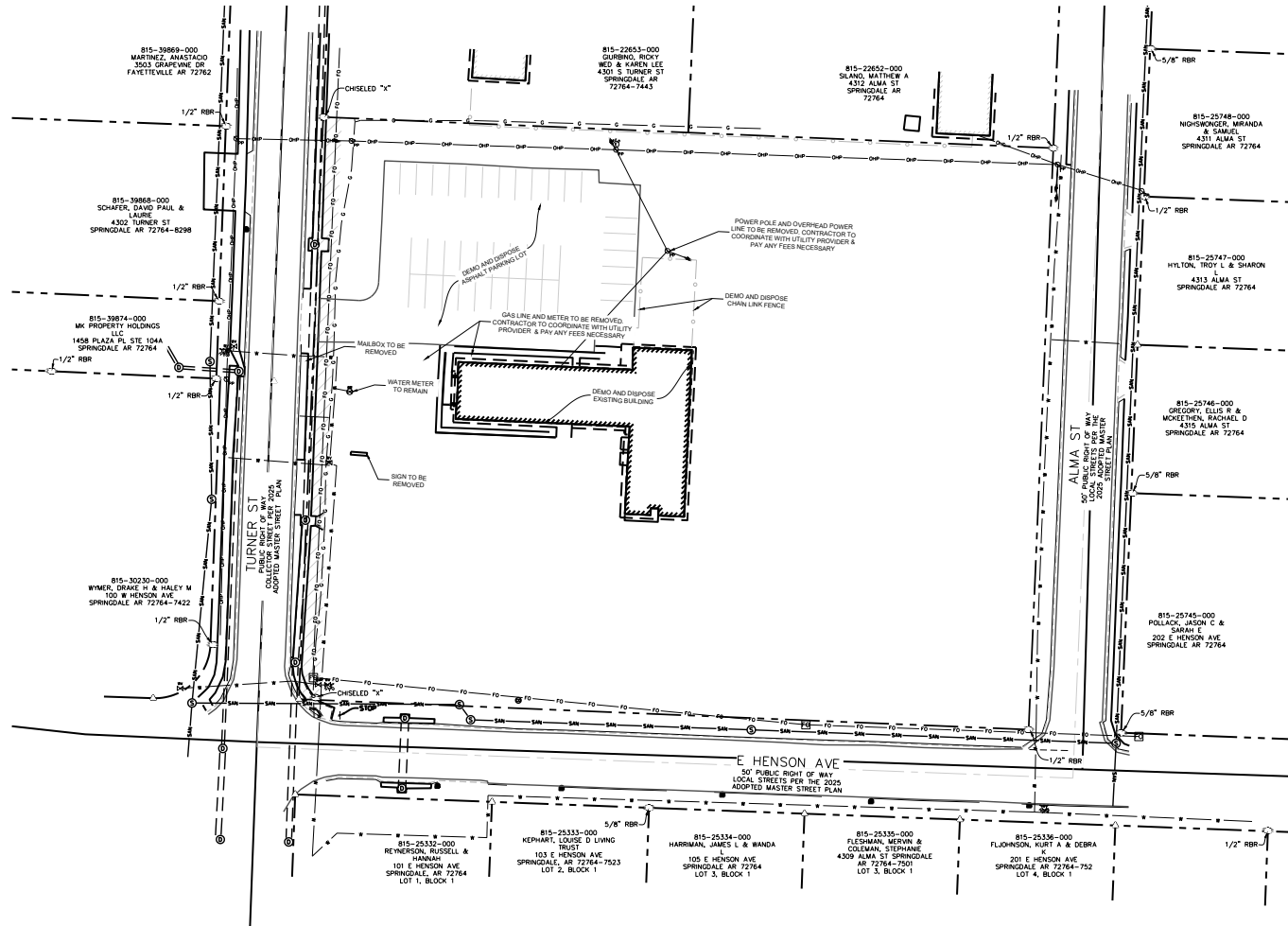
BOUNDARY TOPOGRAPHIC SURVEY

PARCEL: S15-22654-000
4305 S TURNER ST
CITY OF FAYETTEVILLE
WASHINGTON COUNTY
STATE OF ARKANSAS

ISSUED BY: NIKOLAY K. NEDKOV
LICENSE NO. AR PLS NO. 1759

SHEET NUMBER

1
OF 1



DESCRIPTION



REPLAT OF TRACT 12 - HENSON HEIGHTS SUBDIVISION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

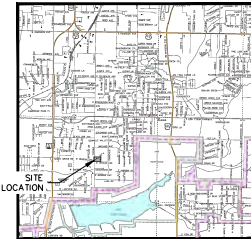
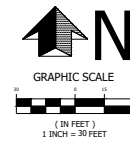
DEMOLITION PLAN

DATE:



DATE	DRAWN
8-18-2026	NG
DESIGNED	CHECKED
NG	TJA

FOR REVIEW
PROJECT NO.
281040
SHEET
C2.0



VICINITY MAP
NOT TO SCALE

I.O.	DATE	BY	OKD	DESCRIPTION
------	------	----	-----	-------------

REPLAT OF TRACT 12 - HENSON HEIGHTS SUBDIVISION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SITE PLAN

EXISTING	PROPOSED
	IRON PIPE/FLUSH FOUND
	IRON PIPE/BENCH MARK
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE
	CURB AND GUTTER
	SIGN
	LIGHT POLE (SINGLE)
	FIREHYDRANT ASSEMBLY
	STOP BAR
	MANHOLE
	WATER METER
	ELECTRO/TELEPHONE PEDISTAL
	LIGHT DUTY ASPHALT PAVEMENT
	MEDIUM DUTY ASPHALT PAVEMENT
	HEAVY DUTY CONCRETE PAVING
	CONCRETE SIDEWALK
	FIRE LANE STRIPING

ACCESSIBILITY FOR PERSONS WITH DISABILITIES IN
PARKING LOTS AND BUILDING APPROACHES SHALL BE
AS REQUIRED BY CURRENT ADA AND AS MAY BE FROM
TIME TO TIME AMENDED

STREET TREES (1 TREE PER 250' REQUIRED - 4 SHOWN)

KEY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	QNTY.
DW	<i>Cornus florida</i>	Flowering Dogwood	B&B	2" CAL.	4

GENERAL ROW PERMITTING NOTES:

- WORK IN CITY ROW ASSOCIATED WITH A DEVELOPMENT PLAN SHALL RECEIVE A ROW PERMIT FROM THE ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
- A PERFORMANCE BOND MUST BE PROVIDED FOR ANY WORK IN CITY ROW INCLUDING STREET OR CURB, UTILITY BORES, ASPHALT AND CONCRETE WORK, STORM DRAINAGE INSTALLATION OR ALTERATION, ETC. A COST ESTIMATE FOR THIS WORK SHALL BE REVIEWED AND APPROVED BY THE ENGINEERING DEPARTMENT PRIOR TO ISSUANCE OF ANY ROW PERMITS.
- A MAINTENANCE BOND FOR ALL ROW WORK SHALL BE PROVIDED TO ENGINEERING AT THE END OF THE PROJECT PRIOR TO CERTIFICATE OF OCCUPANCY.
- ANY SIDEWALK OR STREET CLOSURES REQUIRE A WORK ZONE PERMIT FROM THE ENGINEERING DEPARTMENT.
- A TRAFFIC MANAGEMENT PLAN AND DATES OF CLOSURE MUST BE SUBMITTED TO ENGINEERING PRIOR TO ISSUANCE OF WORK ZONE PERMIT.

DATE: _____

*damage prevention
is no accident*



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Arkansas One-Call

www.arkonecall.com	
DATE	DRAWN

DATE	DRAWN
8-18-2026	NO

8-18-2026	NG
DESIGNED	CHECKED

DESIGNED	CHECKED
DATE	DATE

NG	TJA
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FOR

REVIEW

PROJECT NO.

261040

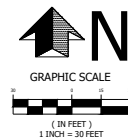
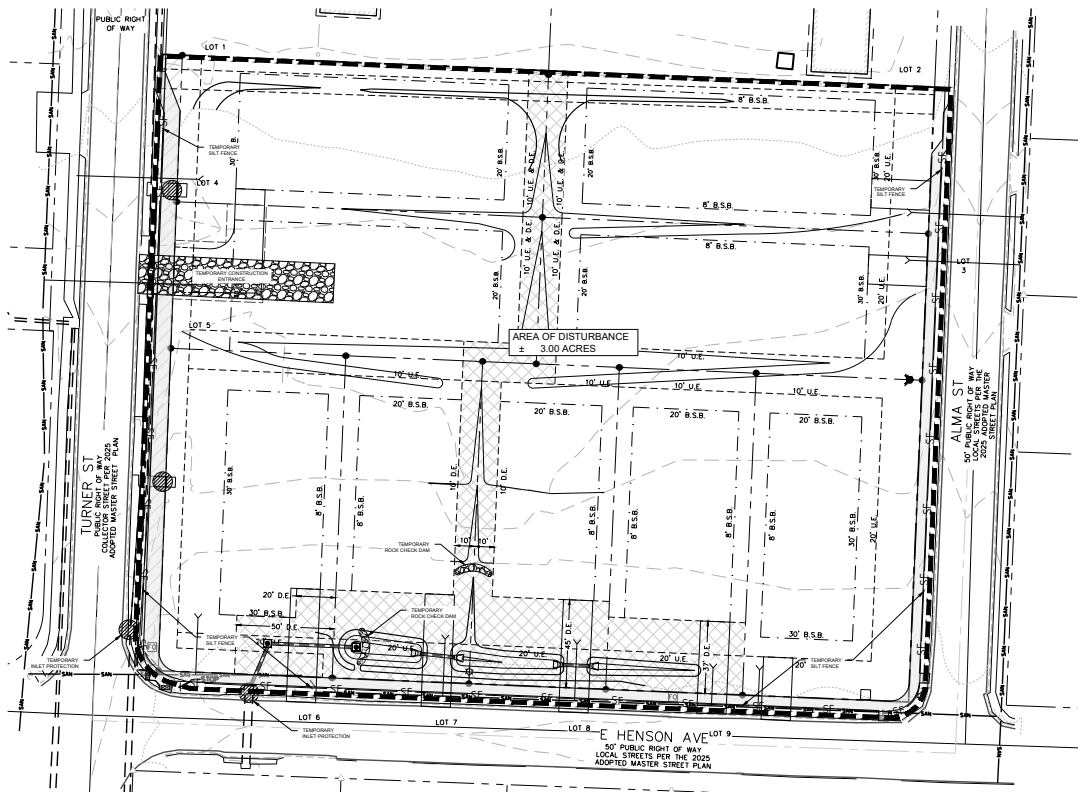
SHEET

C2.1

C2.1

OWNER/DEVELOPER:
CORNERSTONE BAPTIST CHURCH
PO BOX 528
BENTONVILLE, AR 72712

PROPERTY ADDRESS:
CORNERSTONE BAPTIST CHURCH
4305 S TURNER ST
BENTONVILLE, AR 72712



LEGEND	
BOUNDARY LINE	---
RIGHT-OF-WAY LINE	---
EASEMENT LINE	---
LIMITS OF DISTURBANCE	---
TEMPORARY SILT FENCE	---
CONSTRUCTION ENTRANCE	---
INLET PROTECTION	---

SUPPP GENERAL NOTES:

- FOLLOWING INITIAL SOIL DISTURBANCE OR REDISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN CALENDAR DAYS FOR THE SURFACE OF ALL PERIMETER SLOPES AND FOURTEEN DAYS FOR ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE.
- THE CONTRACTOR SHALL ASSESS, REPAIR AND ADD STONE TO THE STONE CONSTRUCTION ENTRANCE WHEN IT BECOMES SATURATED WITH MUD TO INSURE IT FUNCTIONS AS IT WAS INTENDED.
- THE TOPSOIL STOCKPILE SHALL BE GRADED TO DRAIN AND SEEDED WITH A TEMPORARY SEED MIX.
- ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSPECTED, CLEANED, REPAIRED IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN.
- TEMPORARY SEDIMENT CONTROL MEASURES (SILT FENCE, CONSTRUCTION ENTRANCE, ETC.) SHALL BE MAINTAINED UNTIL ALL CONTRIBUTING AREAS ARE GRADED AND STABILIZED.
- A COMPLETE PLAN FOR MAINTENANCE OF CONTROL DEVICES IS CONTAINED WITHIN THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS PART OF THE SITE WORK SPECIFICATIONS.
- DUST CONTROL ON SITE SHALL BE MINIMIZED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION IS STRICTLY PROHIBITED.
- IF THE MAJORITY OF MUD OR DIRT IS NOT REMOVED FROM EXISTING TRAFFIC, CONTRACTOR SHALL ESTABLISH VEHICLE WASH AREAS AT CONSTRUCTION TRAFFIC EXIT POINTS AND VEHICLE OPERATION SHALL BE INTERCEPTED AND TRAPPED BEFORE RASH WATER IS ALLOWED TO BE DISCHARGED OFFSITE. RINSE-OFF WILL NOT BE ALLOWED OUTSIDE THE PROJECT CONSTRUCTION LIMITS.

PRE & POST CONSTRUCTION GRADING NOTES:

- PRE-CONSTRUCTION:**
 - PRIOR TO START OF SITE GRADING, EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE TO THE EROSION CONTROL PLAN. THESE EROSION CONTROL MEASURES, AS A MINIMUM, SHALL INCLUDE ALL SILT FENCING, TEMPORARY SEDIMENT PONDING, TEMPORARY CONSTRUCTION ENTRANCE, AND ANY OTHER MEASURES NECESSARY TO ENSURE THAT SEDIMENT DOES NOT LEAVE THE SITE.
 - PRIOR TO START OF SITE GRADING, CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES AND THE STATE ONE-CALL SYSTEM A MINIMUM OF 48 HOURS PRIOR TO DIGGING FOR THE LOCATION OF ALL UNDERGROUND UTILITY LINES THAT WILL BE AFFECTED BY THIS DEVELOPMENT. PLEASE NOTE THAT EXISTING UTILITIES NOTED ON PLAN HAVE BEEN LOCATED WITH ALL AVAILABLE INFORMATION AND THAT EXACT LOCATION OF UTILITY LINES MAY NOT BE ACCURATE.
 - A PRE-CONSTRUCTION MEETING SHALL BE HELD ON SITE ONCE ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED AND PRIOR TO ANY SITE GRADING / CONSTRUCTION / DEMOLITION.
 - SPECIFICATIONS AND DETAILS OF THE APPROPRIATE GOVERNING AGENCY.
- POST-CONSTRUCTION:**
 - CONTRACTOR SHALL SCARIFY ANY AREA TO RECEIVE TOP SOIL TO A MINIMUM DEPTH OF 3".
 - ALL DISTURBED AREAS SHALL BE GRADED SMOOTH AND RECEIVE A MINIMUM OF 4" OF TOPSOIL. THE AREA SHALL BE SEEDED AND / OR SOODED IN ACCORDANCE WITH THE LANDSCAPE PLAN. THE AREA SHALL BE WATERED UNTIL A HARDY COVER OF GRASS HAS BEEN ESTABLISHED AND 80% OF THE SITE HAS BEEN STABILIZED IN ACCORDANCE WITH ADEQ'S CONSTRUCTION GENERAL PERMIT (ARW15000).
 - ONCE THE SITE HAS REACHED FINAL STABILIZATION IN ACCORDANCE TO THE REQUIREMENTS SET FORTH IN ADEQ'S CONSTRUCTION GENERAL PERMIT, THE CONTRACTOR SHALL FILE A NOTICE OF TERMINATION.

STOCKPILING OF CONSTRUCTION SPILL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED SIX 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

NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND WALL, HEAVY EQUIPMENT, STOCKPILES, AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.

CONTRACTOR CERTIFICATION STATEMENT:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (GNDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

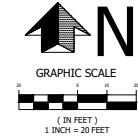
CONTRACTOR ADDRESS: _____
TELEPHONE: _____
PERSON IN CHARGE OF DAY TO DAY OPERATIONS: _____
PRINTED NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

NO.		DATE	BY	DESCRIPTION

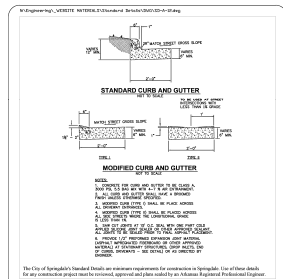


REPLAT OF TRACT 12 - HENSON HEIGHTS SUBDIVISION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS
STORM WATER POLLUTION PREVENTION PLAN

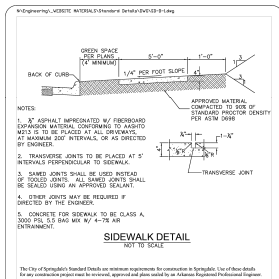
DATE:		damage prevention is no accident
8/18/2016		Call before you dig
800-482-8698		Arkansas One-Call
www.arkonecall.com		
DATE	DRAWN	
8-18-2016	NG	
DESIGNED	CHECKED	
NG	TJA	
FOR REVIEW		
PROJECT NO.		
281040		
SHEET		
C3.0		



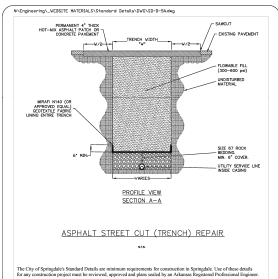
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C3.2



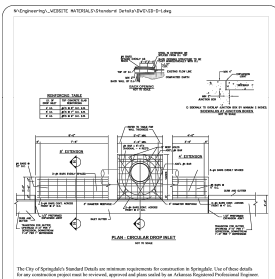
STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: OCTOBER 2010	 SPRINGDALE WE'RE MAKING IT HAPPEN
	DESIGNED BY: STAFF DRAWN BY: STAFF	
SECTION A TYPICAL STREET SECTIONS & DETAILS	FILE NO. SD-A-12	



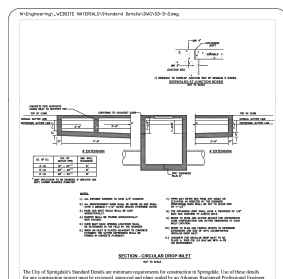
STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: <u>OCTOBER 2008</u> DESIGNED BY: <u>STAFF</u> DRAWN BY: <u>STAFF</u>	
SECTION B TYPICAL STREET, DRIVEWAY & SIDEWALK DETAILS	FILE NO. SD-B-1	SPRINGDALE WE'RE MAKING IT HAPPEN



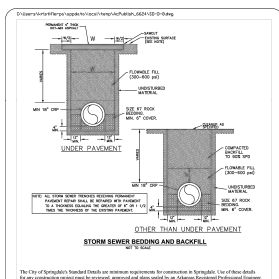
STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: OCTOBER 2008 DESIGNED BY: STAFF DRAWN BY: STAFF	 SPRINGDALE WE'RE MAKING IT HAPPEN
SECTION B TYPICAL STREET, DRIVEWAY & SIDEWALK DETAILS	FILE NO. SD-B-04	



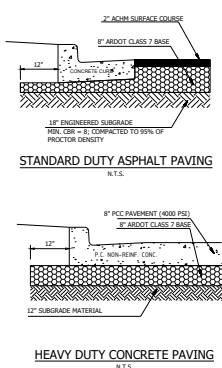
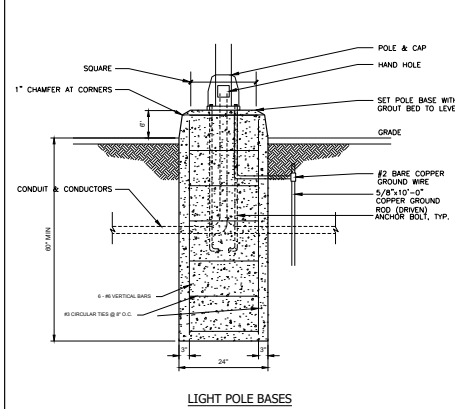
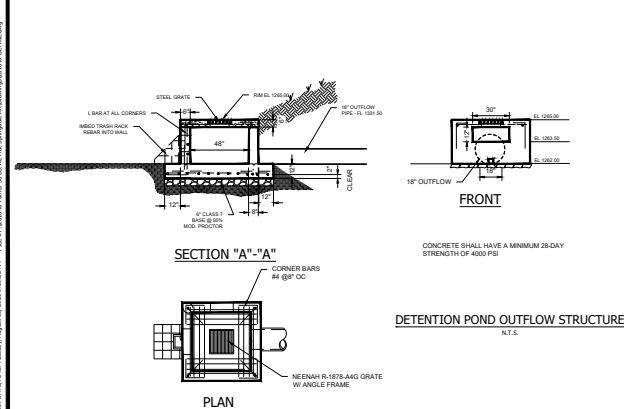
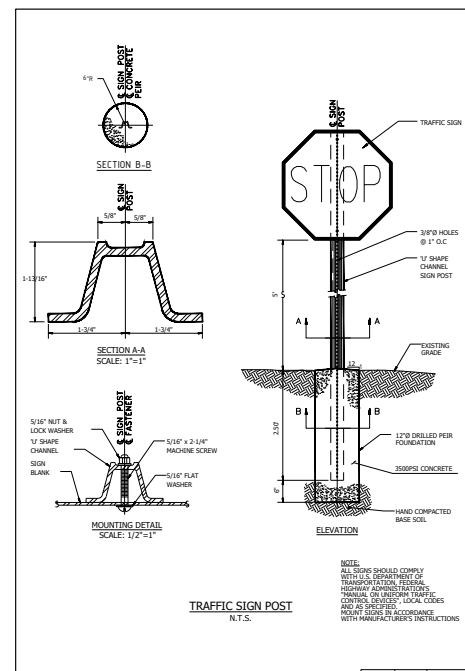
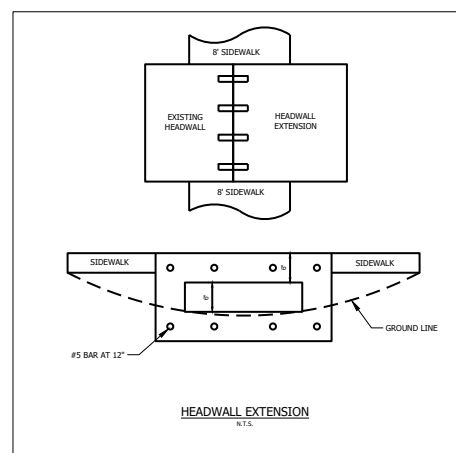
STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: <u>OCTOBER 2008</u>	 SPRINGDALE WE'RE MAKING IT HAPPEN
	DESIGNED BY: <u>STAFF</u> DRAWN BY: <u>STAFF</u>	
SECTION D DROP INLET DETAILS	FILE NO. SD-S-1	



STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: OCTOBER 2010	 SPRINGDALE TWENTY SEVEN MILL CREEK
	DESIGNED BY: STAFF DRAWN BY: STAFF	
SECTION D DROP INLET DETAILS	FILE NO. SD-D-2	



STANDARD DETAILS FOR STREET & DRAINAGE CONSTRUCTION	DATE: <u>OCTOBER 2008</u>	 SPRINGDALE WE'RE MAKING IT HAPPEN
	DESIGNED BY: <u>STAFF</u> DRAWN BY: <u>STAFF</u>	
SECTION D DROP INLET DETAILS	FILE NO. <u>SD-D-0</u>	



GENERAL PAVING NOTES:

1. THE MOISTURE CONTENT AND THE PRESENT SURFACES OF THE SUBGRADE SHALL BE EVALUATED AND THE PRESENT SURFACES BE REEVALUATED WITHIN TWO DAYS PRIOR TO COMMENCEMENT OF ACTUAL PAVING OPERATIONS. AREAS WHICH DO NOT HAVE A MOISTURE CONTENT WITHIN THE TOLERANCE LIMIT OF THE FIRM MOISTURE CONTENT OR INADEQUATE STRENGTH, SHALL BE REEVALUATED AND RECONSTRUCTED TO MEET THE TOLERANCE LIMIT.

2. A PRELIMINARY EVALUATION OCCURS AFTER THE EVALUATION OF THE SURFACE BECOMES KNOWN. THE EVALUATION SHALL BE REVISITED BY A QUALIFIED PERSON PERSONNEL, SUBSEQUENT TO PAVING PAVING.

3. ASPHALTIC CONCRETE SURFACE COURSE MIXTURES SHALL CONFORM TO THE REQUIREMENTS OF SECTION 402 AND 404 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE MIXTURE SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1800 POUNDS AND THE SURFACE COURSE SHALL BE DESIGNED TO 100 PERCENT OF THE MIXTURE'S MARSHALL STABILITY (ASTM D 1558).

4. THE PORTLAND CEMENT CONCRETE PAVING MIXTURE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 403 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE MIXTURE SHALL BE DESIGNED TO DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI PER SPECIFICATION FOR HIGHWAY CONSTRUCTION. THE MIXTURE SHALL BE MIXED WITH A MAXIMUM SLUMP OF 4 INCHES AND AN AIR CONTENT OF 4.0 PERCENT.

DATE: _____

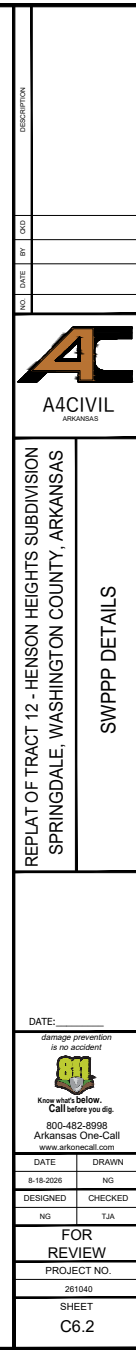
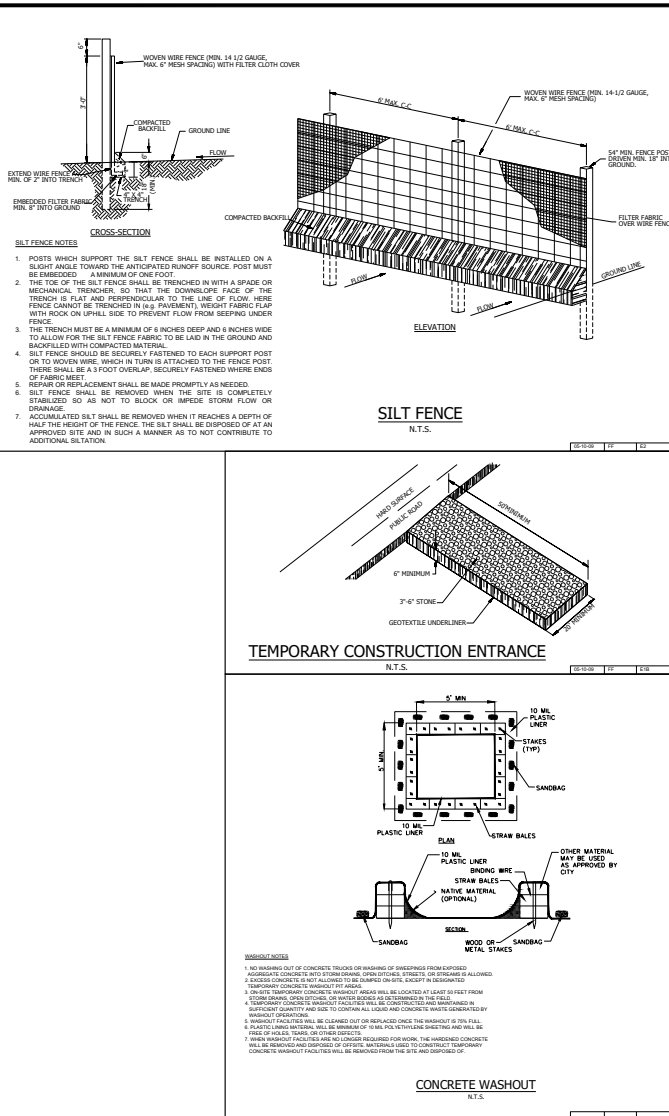
*damage prevention
is no accident*



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Arkansas One-Call
www.arkonecall.com

DATE	DRAWN
8-18-2026	NG
DESIGNED	CHECKED
NG	TJA
FOR REVIEW	
PROJECT NO.	
261040	
SHEET	
C6.0	



REPLAT OF TRACT 12 - HENSON HEIGHTS SUBDIVISION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

STANDARD DETAILS



Public Comment — Replat RP26-11 (Henson Heights)

City Council Meeting, August 25, 2026

Good evening. My name is Ellis, and I live near the corner of Henson Avenue and Alma Street.

On August 14th, my neighbor Troy and I met on-site with the Planning Department, the City Engineer, and two of our Ward 3 Council members to walk the property and discuss stormwater drainage concerns tied to this site. I want to summarize what we learned, both from that meeting and from the engineering and soil reports associated with this application.

What's true about this site:

- The soil is hydric, with a water table sitting approximately 0 to 7 inches below the surface. It's likely that sediment will migrate down the roughly 70-foot slope toward Henson Street and settle in the stormwater ponds over time, reducing the volume they can effectively manage. On my own property, this has deposited roughly a foot of material into a utility easement over 5 to 6 years — enough that the gas company had to raise the meter. City staff's response is that the ponds are designed to evaporate stormwater, but that doesn't address ponds losing capacity to sediment buildup.
- Stormwater from homes along Alma Street currently discharges into the street, adding to the volume already reaching the Henson/Alma intersection — an intersection with no funded drainage solution today.
- A previous plan to address drainage at Henson and Alma was developed decades ago, with funding set aside for it, but it was never implemented. I'm still trying to determine why.

What concerns me about how this replat handles that reality:

- Under the current plan, homeowners — not the developer or the city — are responsible for maintaining the drainage easement, including the pond bottom. Failure to maintain it leads to a code violation, then city-performed maintenance billed to the homeowner, and ultimately a lien on the home if unpaid.
- It is not yet clear who would be responsible for that maintenance obligation if these homes are sold or operated as rentals — a real possibility that wasn't addressed in our meeting.
- Comparable stormwater pond installations in the Har-Ber area of town include landscaping and aesthetic treatment that this site's plan does not include.

I acknowledge that this replat and the existing stormwater drainage problem at Henson and Alma are being seen as two separate issues. I understand the logic of that — one is a land use

decision in front of you tonight, the other is an infrastructure problem that predates this application by decades.

But I'd ask you to consider this: **approving this replat doesn't leave that second issue untouched. It narrows your options for solving it.**

Right now, before this replat is approved, the land in this area is still open. Once these lots are platted and homes are built on them, the physical space available to fix drainage — additional capacity, easements, a different pond configuration, whatever the engineering evaluation ultimately recommends — is constrained by what's already been built and who now owns it. You can't put a larger detention solution where a house already stands. Every year this goes unaddressed, and every acre that gets developed without a resolved drainage plan, is engineering flexibility you don't get back.

So while I understand these are procedurally two different items, I'd ask you to treat them as connected in practice: **the decision you make tonight affects how solvable tomorrow's problem remains.**

With that in mind, I have a specific ask. On August 14th, city staff agreed to conduct a proper engineering evaluation of the drainage problems at Henson and Alma. I want to thank them for that commitment — but I'm asking Council tonight for something more concrete than an agreement in principle. Specifically:

- **A defined timeline** for when that evaluation will begin and be completed.
- **A commitment to consider funding a solution in next fiscal year's Capital Investment Plan**, contingent on the outcome of that evaluation.
- Confirmation on whether a curb inlet at the Henson/Alma corner will be included as part of the drainage solution being evaluated.

I want to be clear that my neighbors and I welcome new residents to this area. My concern is that future buyers and renters understand what they're taking on, and that the city not approve a plat that knowingly passes an unresolved drainage problem on to both new and existing homeowners.

I'm not asking you to deny this replat tonight. I'm asking you to recognize that approving it without those commitments risks foreclosing the very solutions the neighborhood needs, and to make sure this Council is on record with a timeline — not just an intention — before that door closes any further.

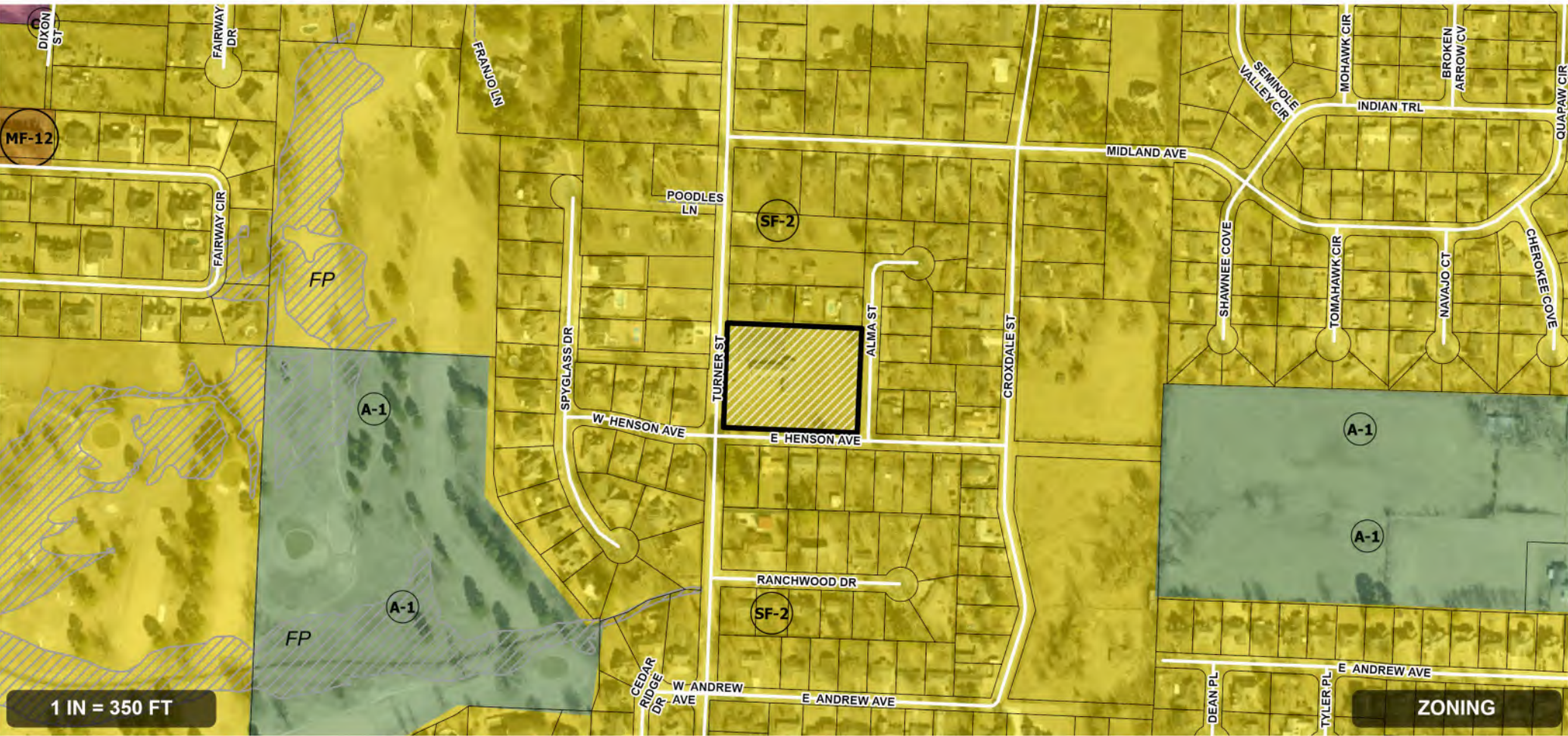
Thank you for your time.



 PROJECT AREA

RP26-11: Henson Heights
4305 S. Turner Street
RP26-11: Replat of Lot 12





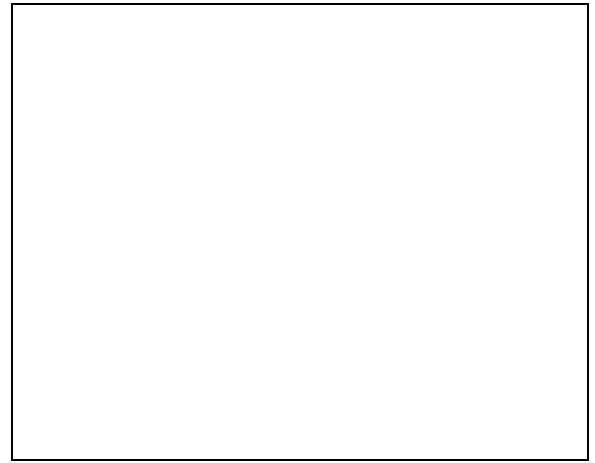
1 IN = 350 FT

PROJECT AREA

RP26-11: Henson Heights
4305 S. Turner Street
RP26-11: Replat of Lot 12

ZONING





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP26-03) OF LEX ESTATES TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LEGAL DESCRIPTION:

A PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE SE1/4 OF THE SW1/4; THENCE S86°20'44"E 290.62' TO THE POINT OF BEGINNING, BEING A SET 5/8" IRON REBAR; THENCE CONTINUING S86°20'44"E 384.42' TO A FOUND COTTON PICKER SPINDLE; THENCE S02°46'29"W 264.29' TO A FOUND 5/8" IRON REBAR; THENCE S03°23'16"W 654.25' TO A FOUND 5/8" IRON REBAR; THENCE N86°37'48"W 825.48' TO A POINT; THENCE N02°18'32"E 129.95' TO A POINT; THENCE S86°37'08"E 412.54' TO A FOUND 5/8" IRON REBAR; THENCE N02°17'23"E 158.44' TO A FOUND 5/8" IRON REBAR; THENCE N86°36'51"W 412.49' TO A POINT; THENCE N02°18'32"E 370.34' TO A POINT; THENCE S86°19'53"E 455.63' TO A SET 5/8" IRON REBAR; THENCE N02°18'33"E 264.23' TO THE POINT OF BEGINNING, CONTAINING 581,864 SQ. FEET, 13.36 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the final plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and joins with the said petitioner in petitioning the City Council to accept the said final plat (FP26-03) of Lex Estates to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP26-03) of Lex Estates, to the City of Springdale, Arkansas, as shown on the final plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

FINAL PLAT OF: LEX ESTATES SUBDIVISION CREATING LOTS 1-19 SPRINGDALE, BENTON COUNTY, ARKANSAS

Contact Information:

PROPERTY OWNER:
Parcel #: 21-00138-010, 21-00138-045, & 21-00138-030
LEX ENTERPRISES LLC
ROBINS ROAD
SPRINGDALE, AR 72762

PROPERTY OWNER:
Parcel #: 21-00138-020
DE LA GARZA, OCTAVIO
4879 ROBINS ROAD
SPRINGDALE, AR 72762

DEVELOPER:
DE LA GARZA PROPERTIES LLC
116 N LINCOLN ST
LOWELL, AR 72745
cdegarza@pcsacontracting.org

CIVIL ENGINEER/SURVEYOR
Phil Swope, P.E., P.S.
Swope Engineering
7 Haisted Circle
Rogers, Arkansas 72756
479.685.8389 office
479.250.4285 fax

CITY OF SPRINGDALE PLANNING DEPT.
PLANNING DIRECTOR
CONTACT: Sharon Tromburg
(479) 758-6550 OFFICE
stromburg@springdalear.gov

CITY OF SPRINGDALE PUBLIC WORKS
269 E Randall Wobbe Lane
Springdale, AR 72764
CONTACT: James Smith
(479) 750-4105 OFFICE
jsmith@springdalear.gov

CITY ENGINEER
128 Spring Street
Springdale, AR 72764
CONTACT: Ben Peters
(479) 750-4105 OFFICE
bpeters@springdalear.gov

FIRE DEPARTMENT
417 Holcomb, 2nd floor
Springdale, AR 72719
CONTACT: Blake Nolte
(479) 751-4510 OFFICE
bnolte@springdalear.gov

CITY OF SPRINGDALE MAYOR
201 Spring Street
Springdale, AR 72764
CONTACT: Doug Sprouse
(479) 750-4114 OFFICE
dsprouse@springdalear.gov

WATER AND SEWER
Springdale Water Utilities
526 Oak Avenue - P.O. Box 769
Springdale, AR 72764
CONTACT: Rick Pulvrenti
(479) 751-6751 OFFICE
rpulvrenti@springdalewater.com

Utility Information:

GAS COMPANY
BLACK HILLS ENERGY
ATTN: JOSH KNIGHT
1301 FEDERAL WAY
PO BOX 610
HARRISON, AR 72602
DOUG.MEARS@AHTD.GOV

TELEPHONE COMPANY
AT&T
ATTN: SCOTT SEAMAN
OR LAYNE RHODES
627 WHITE ROAD
SPRINGDALE, AR 7276

PH: 479-442-1967 (SCOTT)
PH: 479-442-1977 (LAYNE)
857615@ATT.COM
LR159@ATT.COM

CENTURYTEL PHONE COMPANY
2601 WALKESHA ROAD
SILVAM SPRINGS, AR 72761
PH: 479-524-9943
FAX: 479-524-9938
MICHAEL.EDWARDS@CENTURYLINK.COM

CABLE COMPANY
COX COMMUNICATIONS
ATTN: KIP SMITH,
4901 S. 48TH STREET,
SPRINGDALE, AR 72762,
PH: (717) 717-3796
KIP.SMITH@COX.COM

ARKANSAS DOT
ATTN: DOUG MEARS
216 INDUSTRIAL PARK ROAD
PO BOX 610
HARRISON, AR 72602
DOUG.MEARS@AHTD.GOV

ARKANSAS DEPARTMENT OF HEALTH
ATTN: ADAM PARKER
DIVISION OF ENGINEERING, SLOT 37
4815 W MARKHAM
LITTLE ROCK, AR 72205
661-2623 OFFICE
ADAM.PARKER@ARKANSAS.GOV

CARROLL ELECTRIC
ATTN: DALTON E. MOORE
LITTLE ROCK, AR 72205
PH: 1-800-432-9720, EXT. 1165
DMOORE@CARROLLLEC.COM

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 Commission

_____ Chairman, Planning Commission

Approval for Recording _____
Director, Community Development

Division _____
Director, Community Development

Water and Sewer _____
Engineer, Springdale Water Utilities

Streets and Drainage _____
Director, Engineering

PARENT TRACT
SURVEY DESCRIPTION
INSTRUMENT NO. L202252930

A PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE SE1/4 OF THE SW1/4; THENCE S86°20'44"E 290.62' TO THE POINT OF BEGINNING, BEING A SET 5/8" IRON REBAR; THENCE CONTINUING S86°20'44"E 384.42' TO A FOUND COTTON PICKER SPINDLE; THENCE S02°46'29"W 264.23' TO A FOUND 5/8" IRON REBAR; THENCE S03°23'16"W 684.25' TO A FOUND 5/8" IRON REBAR; THENCE N86°37'45"W 625.48' TO A POINT; THENCE N02°18'32"E 129.95' TO A POINT; THENCE S86°37'08"E 412.54' TO A FOUND 5/8" IRON REBAR; THENCE N02°17'23"E 158.44' TO A FOUND 5/8" IRON REBAR; THENCE N86°36'51"W 412.49' TO A POINT; THENCE N02°18'32"E 370.34' TO A POINT; THENCE S86°19'53"E 455.63' TO A SET 5/8" IRON REBAR; THENCE N02°18'33"E 264.23' TO THE POINT OF BEGINNING, CONTAINING 581.864 SQ. FEET, 13.36 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

CERTIFICATION OF TRANSMITTAL & OWNERSHIP
(PARCEL ID: 21-00138-020)
OWNER: OCTAVIO DELAGARZA):

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 the applicable local or other law.

Date: _____

Signed by: _____

STATE OF ARKANSAS
COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATION OF TRANSMITTAL & OWNERSHIP
(PARCEL ID: 21-00138-010, 21-00138-030, 21-00138-045)
OWNER: LEX ENTERPRISES LLC):

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 the applicable local or other law.

Date: _____

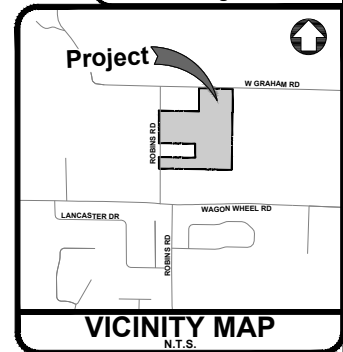
Signed by: _____

STATE OF ARKANSAS
COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

Recording Block



BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE,
VERTICAL DATUM IS NAD88 (ARODT).

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
FP1.0	Cover
FP1.1	Overall Final Plat
FP2.0	Final Plat

SURVEYOR'S CERTIFICATION

1. In providing this survey, no attempt has been made to show data concerning size, depth, condition, or capacity of underground utilities existing on site. Only visible utilities and lines marked by the appropriate utility provider have been located on this survey.
2. No abstract of title nor title commitment, or results of a title search were furnished to the surveyor. All documents of record reviewed were provided by Benton County records. There may exist other documents of record that may affect this surveyed parcel.
3. No additional investigation or independent search by Swope Engineering has been made for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
4. This survey is valid only if the drawing includes the seal and signature of the surveyor.
5. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.

We, (DEVELOPER NAME) _____, owners of the real estate shown and described herein, on this date, _____, do hereby dedicate the public streets and easements shown upon this plat. Said public streets and easements shall be for the benefit of Carroll Electric Cooperative Corporation, a perpetual easement right, privilege, and authority to enter upon the lands of the undersigned grantor, and to place, construct, reconstruct, erect, excavate, add to, relocate, rebuild, modify, change operative voltage level, repair, replace, patrol, operate and maintain on, over, and under the described lands, and in and upon all streets, roads, highways, and other rights of way abutting said premises, underground pipelines, cables of one or more circuits to serve as service, distribution, or transmission lines, or combinations of all, to transmit gas, water, sewer, drainage (excluding detention ponds), electrical energy and communications, including but not limited to buried pipelines or buried or above ground pipeline appurtenances, cable, transformers, junction cabinets, vaults, and other appurtenances necessary thereto, together with the right of ingress and egress to and from the lines of the City and Franchise Utilities over the lands of the grantors for the purpose of installing, repairing, replacing, upgrading or otherwise accessing the utility systems to be installed in the easement, which said lands are described under the legal description on this plat.

Grantors do also hereby grant and convey to the City and Franchise Utilities the perpetual right to clear and keep clear by cutting, trimming, spraying, or removing by any other manner all brush, trees, timber, and vegetation within the defined easement. All parties agree that no structures shall be constructed within the said easement, or any shrubs, trees, or fences be planted or constructed that may interfere or endanger said utilities.

Grantors agree to make no use of, nor permit others to make any use of said easement that would reduce in clearance or in any other way interfere with the proper and safe operation and or maintenance of the utility facilities.

(Developer Name) _____ DATE _____

FLOOD INFORMATION

This property lies in Zone "X" (Special Flood Hazard Areas inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0435J, effective September 28, 2007.

Zone SF-1 Building Setbacks

Front/Exterior Side	30'
Side	8'
Rear	20'

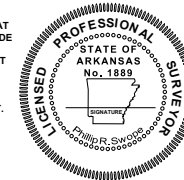


FINAL PLAT
FOR
LEX ESTATES SUBDIVISION
DE LA GARZA PROPERTIES LLC
ROBINS ROAD
SPRINGDALE, AR 72762
PARCEL# 21-00138-010, 21-00138-045, 21-00138-030, 21-00138-020

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION 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: _____

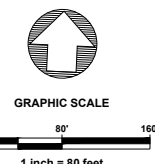
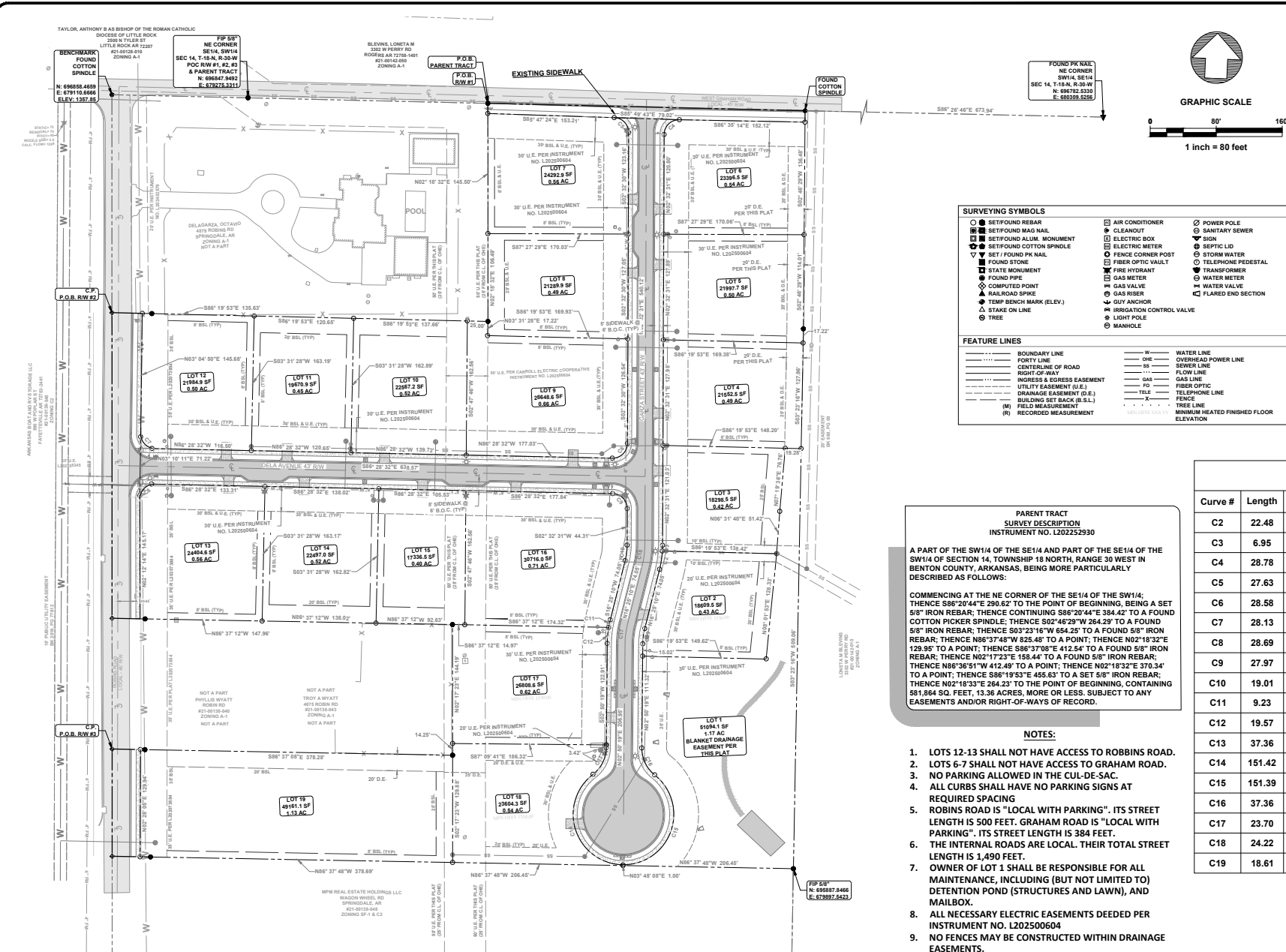
SIGNED:
REGISTERED LAND SURVEYOR
No. 1889
STATE OF ARKANSAS



DRAWN BY: H.G.M.	JOB NUMBER: 21-188
SUBMITTAL DATE: 8/10/2026	City Number: FP26-03
DRAWING NAME: 21-188pr - AB.dwg	
SHEET NUMBER:	

FP1.0

r:\swope\21-188pr-ab.dwg - Plotted on 8/17/2026 12:03:33 PM @ a scale of 1:1 to dwg to pdf.pc3 by Phil Swope



Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.
VERTICAL DATUM IS NAD88 (ARDOT).

SURVEYING SYMBOLS	
● SET/FOUND REBAR	□ AIR CONDITIONER
■ SET/FOUND MAG NAIL	□ CLEANOUT
□ SET/FOUND ALUM. MONUMENT	□ ELECTRIC BOX
● SET/FOUND COTTON SPINDLE	□ ELECTRIC METER
▽ SET / FOUND PK NAIL	□ FENCE CORNER POST
■ FOUND STONE	□ FIBER OPTIC VAULT
■ STATE MONUMENT	■ FIRE HYDRANT
■ FOUND PIPE	■ GAS METER
○ COMPUTED POINT	■ GAS VALVE
▲ RAILROAD SPIKE	■ GAS RISER
△ TEMP BENCH MARK (ELEV.)	■ GUY ANCHOR
△ STAKE ON LINE	■ IRRIGATION CONTROL VALVE
○ TREE	○ LIGHT POLE
	○ MANHOLE
FEATURE LINES	
--- BOUNDARY LINE	--- W WATER LINE
--- PORTY LINE	--- OHW OVERHEAD POWER LINE
--- CENTERLINE OF ROAD	--- SS SEWER LINE
--- RIGHT OF WAY	--- FLOW LINE
--- INGRESS & EGRESS EASEMENT	--- GAS GAS LINE
--- UTILITY EASEMENT (U.E.)	--- FO FIBER OPTIC
--- DRAINAGE EASEMENT (D.E.)	--- TLE TELEPHONE LINE
--- BUILDING SET BACK (B.S.L.)	--- X FENCE
(M) FIELD MEASUREMENT	--- TREE LINE
(R) RECORDED MEASUREMENT	--- MINIMUM HEATED FINISHED FLOOR ELEVATION

PARENT TRACT
SURVEY DESCRIPTION
INSTRUMENT NO. L20225930

A PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE SE1/4 OF THE SW1/4; THENCE S86°20'44"E 290.62' TO THE POINT OF BEGINNING, BEING A SET 5" IRON REBAR; THENCE CONTINUING S86°20'44"E 384.42' TO A FOUND COTTON PICKER SPINDLE; THENCE S02°46'29"W 264.29' TO A FOUND 5/8" IRON REBAR; THENCE S03°23'16"W 654.25' TO A FOUND 5/8" IRON REBAR; THENCE N86°37'48"W 826.48' TO A POINT; THENCE N02°18'32"E 128.95' TO A POINT; THENCE S66°37'08"E 412.54' TO A FOUND 5/8" IRON REBAR; THENCE N02°17'23"E 158.44' TO A FOUND 5/8" IRON REBAR; THENCE N86°36'51"W 412.49' TO A POINT; THENCE N02°18'32"E 370.34' TO A POINT; THENCE S66°37'08"E 412.54' TO A FOUND 5/8" IRON REBAR; THENCE N02°18'32"E 264.29' TO THE POINT OF BEGINNING, CONTAINING 581,864 SQ. FEET, 13.36 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

NOTES:

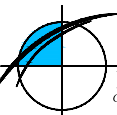
- LOTS 12-13 SHALL NOT HAVE ACCESS TO ROBBINS ROAD.
- LOTS 6-7 SHALL NOT HAVE ACCESS TO GRAHAM ROAD.
- NO PARKING ALLOWED IN THE CUL-DE-SAC.
- ALL CURBS SHALL HAVE NO PARKING SIGNS AT REQUIRED SPACING
- ROBBINS ROAD IS "LOCAL WITH PARKING". ITS STREET LENGTH IS 500 FEET. GRAHAM ROAD IS "LOCAL WITH PARKING". ITS STREET LENGTH IS 384 FEET.
- THE INTERNAL ROADS ARE LOCAL. THEIR TOTAL STREET LENGTH IS 1,490 FEET.
- OWNER OF LOT 1 SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, INCLUDING (BUT NOT LIMITED TO) DETENTION POND (STRUCTURES AND LAWN), AND MAILBOX.
- ALL NECESSARY ELECTRIC EASEMENTS DEEDED PER INSTRUMENT NO. L202500604
- NO FENCES MAY BE CONSTRUCTED WITHIN DRAINAGE EASEMENTS.

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C2	22.48	121.50	N11° 07' 10"E	22.45
C3	6.95	121.50	N04° 10' 50"E	6.95
C4	28.78	18.00	N48° 21' 21"E	25.81
C5	27.63	18.00	S41° 48' 33"E	25.00
C6	28.58	18.00	S48° 01' 59"W	25.67
C7	28.13	18.00	N41° 41' 51"W	25.36
C8	28.69	18.00	N47° 51' 51"E	25.75
C9	27.97	18.00	S41° 58' 01"E	25.24
C10	19.01	78.50	S09° 28' 50"W	18.97
C11	9.23	121.50	S14° 14' 35"W	9.23
C12	19.57	121.50	S07° 27' 10"W	19.55
C13	37.36	41.00	S28° 56' 41"W	36.08
C14	151.42	61.00	S16° 03' 49"E	115.43
C15	151.39	61.00	N21° 43' 29"E	115.42
C16	37.36	41.00	N23° 16' 02"W	36.08
C17	23.70	100.00	N09° 37' 45"E	23.65
C18	24.22	100.00	N09° 28' 50"E	24.16
C19	18.61	78.50	N09° 37' 45"E	18.56

FLOOD INFORMATION

This property lies in Zone "X" (Special Flood Hazard Areas inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0435J, effective September 28, 2007.

Zone SF-1 Building Setbacks	
Front/Exterior Side	30'
Side	8'
Rear	20'

**SWOPE**
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

Certificate of Authorization No. 2831

**FINAL PLAT
FOR
LEX ESTATES SUBDIVISION**

DE LA GARZA PROPERTIES LLC
ROBBINS ROAD
SPRINGDALE, AR 72762

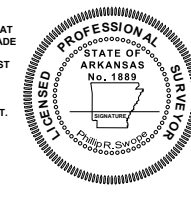
PARCEL# 21-00138-010, 21-00138-045, 21-00138-030, 21-00138-020

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION 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. 1869
STATE OF ARKANSAS



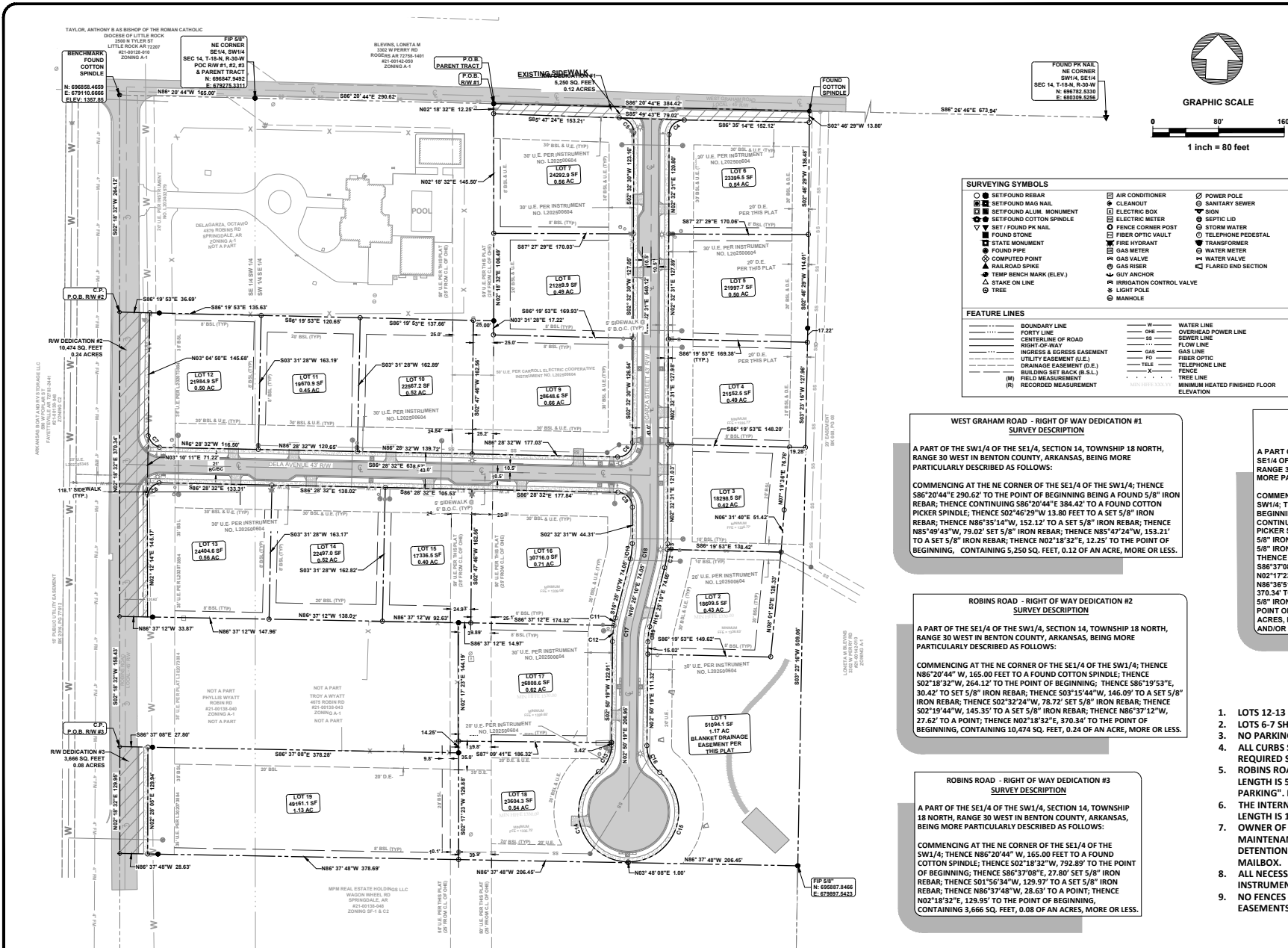
CERTIFICATE OF AUTHORIZATION

SWOPE
CONSULTING
No. 2831
ARKANSAS

DRAWN BY:	H.G.M.	JOB NUMBER:	21-188
SUBMITTAL DATE:	8/10/2026	City Number:	FP26-03
DRAWING NAME:	21-188pr - AB.dwg		
SHEET NUMBER:			

FP1.1

r:\swope\21-188r- ab.dwg - Plotted on 8/17/2026 12:03:02 PM @ a scale of 1:1 to dwg to pdf.pc3 by Phil Swope



Recording Block

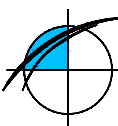
BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.
VERTICAL DATUM IS NAD88 (ARDOT).

FLOOD INFORMATION

This property lies in Zone "X" (Special Flood Hazard Areas inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0435J, effective September 28, 2007.

Zone SF-1 Building Setbacks

Front/Exterior Side	30'
Side	8'
Rear	20'



SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

Certificate of Authorization No. 2831

FINAL PLAT FOR LEX ESTATES SUBDIVISION DE LA GARZA PROPERTIES LLC ROBBINS ROAD SPRINGDALE, AR 72762

PARCEL# 21-00138-010, 21-00138-045, 21-00138-030, 21-00138-020

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM SURVEYING REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1889
STATE OF ARKANSAS



DRAWN BY:	H.G.M.	JOB NUMBER:	21-188
SUBMITTAL DATE:	8/10/2026	CITY NUMBER:	FP26-03
DRAWING NAME:	21-188pr - AB.dwg		
SHEET NUMBER:			

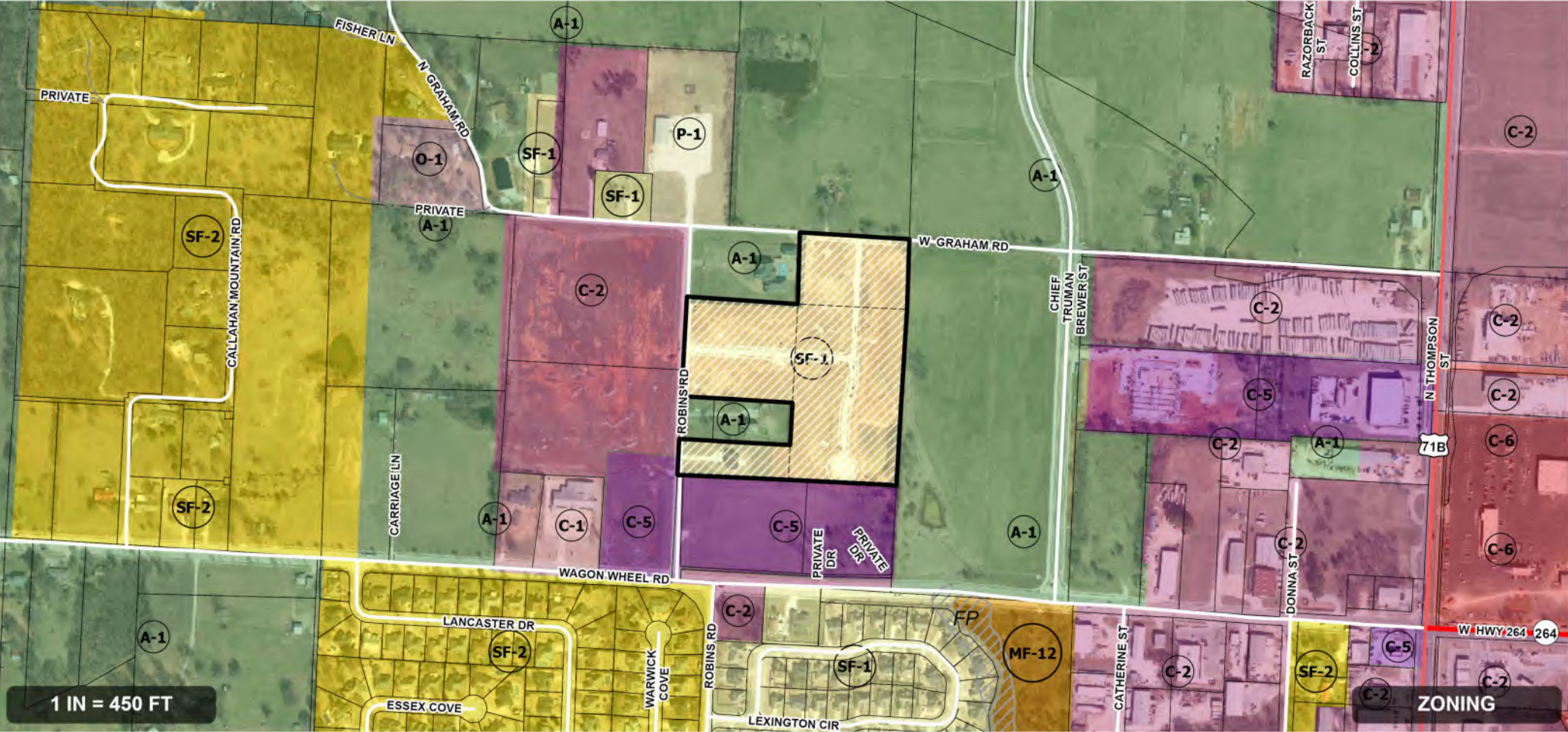
FP2.0



 PROJECT AREA

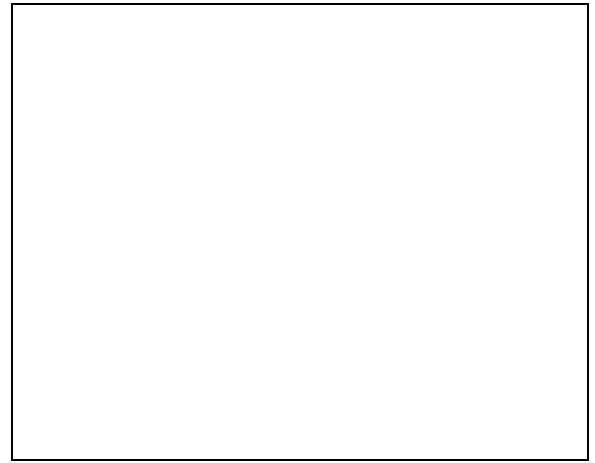
FP26-03: Lex Estates
West of Robins Road & South of W. Graham Road
FP26-03: Final Plat





FP26-03: Lex Estates
West of Robins Road & South of W. Graham Road
FP26-03: Final Plat





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT (FP26-07) OF CHAPEL GROVE PHASE 1 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LEGAL DESCRIPTION:

PART OF THE SE1/4 OF THE NW1/4 AND PART OF THE SW1/4 OF THE NE1/4, SECTION 24, TOWNSHIP 18 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SOUTHEAST CORNER OF SAID NW1/4, THE SAME BEING THE CENTER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NW1/4, N87°31'11"W 262.68 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PLS 1759" FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, N87°31'11"W 1077.20 FEET TO A FOUND MAG NAIL FOR THE SOUTHWEST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE ALONG THE WEST LINE OF SAID SE1/4 OF THE NW1/4, N03°05'02"E 1326.57 FEET TO A FOUND BOLT FOR THE NORTHWEST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE ALONG THE NORTH LINE OF SAID SE1/4 OF THE NW1/4, S87°15'54"E 1326.83 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1181 BUESCHER" FOR THE NORTHEAST CORNER OF SAID SE1/4 OF THE NW1/4, THE SAME BEING THE NORTHWEST CORNER OF SAID SW1/4 OF THE NE1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE NW1/4, S02°31'12"W 365.78 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE DEPARTING SAID EAST LINE, S87°33'13"E 320.10 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S02°26'47"W 98.91 FEET TO SET 5/8-

INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE N87°15'58"W, AT A DISTANCE OF 320.23 FEET PASSING THE EAST LINE OF SAID SE1/4 OF THE NW1/4, AND CONTINUING FOR A TOTAL DISTANCE OF 583.09 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S02°30'29"W 858.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1,570,698 SQUARE FEET OR 36.06 ACRES, MORE OR LESS. SUBJECT TO THE NORTH RIGHT OF WAY OF MARCHANT ROAD, THE EAST RIGHT OF WAY OF KELLY ROAD, AND ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the final plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept the said the final plat (FP26-07) of Chapel Grove Phase 1 to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP26-07) of Chapel Grove Phase 1, to the City of Springdale, Arkansas, as shown on the final plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2026.

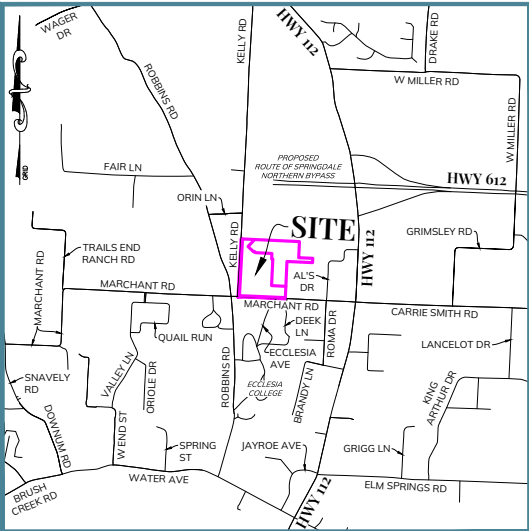
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Garrett Harlan, City Attorney



VICINITY MAP
SE1/4 NW1/4 AND SW1/4 NE1/4, SECTION 24, T18N, R31W
SCALE: 1 INCH = 2,000 U.S. SURVEY FEET

NOTES

1. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH ZONE ESTABLISHED BY OPUS REFERENCE FRAME: (2011)EPOCH2010.0000.
2. BASIS OF ELEVATIONS: NAVD88 (GEOID18) ESTABLISHED BY OPUS REFERENCE FRAME: (2011)EPOCH2010.0000. SITE BENCHMARK IS A 5/8-INCH REBAR WITH A CONTROL CAP LOCATED NEAR THE SOUTHEAST CORNER OF THE PARENT TRACT, AT: N694169.54', E652687.75', EL:1275.55'.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
4. THE PARENT TRACT IS LOCATED WITHIN THE CITY LIMITS OF SPRINGDALE, BENTON COUNTY, ARKANSAS.
5. THIS PLAT REPRESENTS THE FINAL PLAT OF CHAPEL GROVE, PHASE 1 TO THE CITY OF SPRINGDALE. THE PARENT TRACT OF WHICH IS BENTON COUNTY PARCEL NUMBER 21-00273-320 AND IS DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. L202311255 IN THE LAND RECORDS OF BENTON COUNTY.
6. CHAPEL GROVE, PHASE 1 CONSISTS OF 58 BUILDABLE LOTS AND 3 NON-BUILDABLE TRACTS.
7. A TITLE COMMITMENT WAS PROVIDED TO THE SURVEYOR. THE TITLE COMMITMENT WAS FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY; THE ISSUING AGENT WAS GREAT AMERICAN TITLE OF ARKANSAS, LLC; THE ISSUING OFFICE FILE NO. WAS A23-136063; AND THE COMMITMENT DATE WAS FEBRUARY 3, 2023 AT 08:00 AM. EXISTING EASEMENTS SHOWN HEREON ARE FROM THAT TITLE COMMITMENT.
8. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
9. PER THE CITY OF SPRINGDALE'S 2023 MASTER STREET PLAN, THE ADJACENT PORTION OF MARCHANT RD IS DESIGNATED AS AN ARTERIAL WITH A RIGHT OF WAY WIDTH OF 100 FEET, WHILE THE ADJACENT PORTION OF KELLY RD IS DESIGNATED AS A COLLECTOR WITH A RIGHT OF WAY WIDTH OF 65 FEET.
10. ACCESS FOR ALL LOTS SHALL BE RESTRICTED TO INTERIOR STREETS.
11. NO FENCES MAY BE CONSTRUCTED WITHIN DRAINAGE EASEMENTS.
12. BY GRAPHIC PLOTTING ONLY, USING THE U.S. FISH & WILDLIFE SERVICE'S WETLANDS MAPPER, THERE ARE WETLANDS LOCATED UPON THE PARENT TRACT. SURVEYOR IS UNAWARE OF ANY PROGRESS TOWARDS OR COMPLETION OF A WETLANDS DETERMINATION OR DELINEATION. A WETLANDS ASSESSMENT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
13. THERE ARE NO EXISTING KNOWN OR FOUND SEPTIC SYSTEMS OR WELLS LOCATED UPON THE PARENT TRACT.
14. PROPOSED RIGHTS OF WAY AND PROPOSED EASEMENTS ARE AS SHOWN HEREON AND ARE DEDICATED BY THE CERTIFICATE OF OWNERSHIP.
15. ALL INTERIOR STREETS ARE LOCAL STREETS WITH PARKING ON 1 SIDE AND WITH A RIGHT OF WAY WIDTH OF 46 FEET, IN ACCORDANCE WITH THE CITY OF SPRINGDALE'S 2023 MASTER STREET PLAN.
16. TRACT A AND TRACT B SHALL HAVE BLANKET DRAINAGE EASEMENTS ON, OVER, AND ACROSS SAID TRACTS, PER THIS PLAT.
17. TRACT C SHALL HAVE A BLANKET SANITARY SEWER EASEMENT ON, OVER, AND ACROSS SAID TRACT, PER THIS PLAT.
18. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.
19. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION READILY AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION READILY AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ARKANSAS ONE CALL TICKET 230228-0288.

OWNER

SCHUBER MITCHELL HOMES, LLC
PO BOX 308
WEBB CITY, MO 64870

DEVELOPER

LAND DEVELOPMENT GROUP, LLC
6031 N MAIN STREET RD #183
WEBB CITY, MO 64870

SURVEYOR

OWN, INC.
225 N. BLOOMINGTON STREET
LOWELL, AR 72745
(479) 286-8181

ENGINEER

OWN, INC.
811 E 3RD ST
JOPLIN, MO 64801
(417) 782-7399

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THE PARENT TRACT IS IN ZONE X, AN AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 05007C04301, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 28, 2007. THE PARENT TRACT IS NOT IN A FLOOD HAZARD AREA, NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

RECORD DESCRIPTION OF PARENT TRACT (PARCEL NO.: 21-00273-320)

PER DEED RECORDED AS INSTRUMENT NO. L202311255:

COMMENCING AT A POINT N 87°29'02" W 262.68 FEET OF THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 31 WEST TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, N 87°29'02" W 1084.09 FEET; THENCE ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER N 03°21'26" E 1326.08 FEET; THENCE ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER S 87°13'25" E 1327.06 FEET; THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER S 02°30'19" W 364.91 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, S 87°33'26" E 320.29 FEET; THENCE S 02°26'34" W 98.91 FEET; THENCE N 87°16'11" W 320.41 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N 87°16'11" W 262.68 FEET; THENCE S 02°30'19" W 858.68 FEET; TO THE POINT OF BEGINNING, BENTON COUNTY, ARKANSAS, CONTAINING 35.31 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION OF PARENT TRACT (PARCEL NO.: 21-00273-320)

PART OF THE SE1/4 OF THE NW1/4 AND PART OF THE SW1/4 OF THE NE1/4, SECTION 24, TOWNSHIP 18 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SOUTHEAST CORNER OF SAID NW1/4, THE SAME BEING THE CENTER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NW1/4, N87°31'11" W 262.68 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PLS 1759" FOR THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTH LINE, N87°31'11" W 1077.20 FEET TO A FOUND MAG NAIL FOR THE SOUTHWEST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE ALONG THE WEST LINE OF SAID SE1/4 OF THE NW1/4, N03°05'02" E 1326.57 FEET TO A FOUND BOLT FOR THE NORTHWEST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE ALONG THE NORTH LINE OF SAID SE1/4 OF THE NW1/4, S87°15'54" E 1326.83 FEET TO A FOUND 5/8-INCH REBAR WITH CAP MARKED "PLS 1181 BUESCHER" FOR THE NORTHEAST CORNER OF SAID SE1/4 OF THE NW1/4, THE SAME BEING THE NORTHWEST CORNER OF SAID SW1/4 OF THE NE1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE NW1/4, S02°31'12" W 365.76 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE DEPARTING SAID EAST LINE, S87°33'13" E 320.10 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S02°26'47" W 98.91 FEET TO SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE N87°15'58" W, AT A DISTANCE OF 320.23 FEET PASSING THE EAST LINE OF SAID SE1/4 OF THE NW1/4, AND CONTINUING FOR A TOTAL DISTANCE OF 583.09 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S02°30'29" W 858.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1,570.698 SQUARE FEET OR 36.06 ACRES, MORE OR LESS, SUBJECT TO THE NORTH RIGHT OF WAY OF MARCHANT ROAD, THE EAST RIGHT OF WAY OF KELLY ROAD, AND ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION OF RIGHT OF WAY DEDICATED

PART OF THE SE1/4 OF THE NW1/4, SECTION 24, TOWNSHIP 18 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SOUTHEAST CORNER OF SAID NW1/4, THE SAME BEING THE CENTER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NW1/4, N87°31'11" W 262.68 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PLS 1759" FOR THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTH LINE, N87°31'11" W 1077.20 FEET TO A FOUND MAG NAIL FOR THE SOUTHWEST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE ALONG THE WEST LINE OF SAID SE1/4 OF THE NW1/4, N03°05'02" E 1326.57 FEET TO A FOUND BOLT FOR THE NORTHWEST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE ALONG THE NORTH LINE OF SAID SE1/4 OF THE NW1/4, S87°15'54" E 32.50 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE DEPARTING SAID NORTH LINE, S03°05'02" W 1292.65 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S88°04'30" E 281.71 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S87°26'38" E 762.66 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1759"; THENCE S02°30'29" W 35.50 FEET TO THE POINT OF BEGINNING, CONTAINING 80.470 SQUARE FEET OR 1.85 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

FINAL PLAT OF CHAPEL GROVE, PHASE 1
CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS
CREATING LOTS 1-58 AND TRACTS A-B, D

TABLE OF LOTS AND TRACTS

58	BUILDABLE LOTS
3	NON-BUILDABLE TRACTS
61	TOTAL

PARENT TRACT'S AREA BY QUARTER-QUARTER

SE1/4 NW1/4, SECTION 24, T18N, R31W:	1,539,288 SQ. FT. ± OR 35.34 AC. ±
SW1/4 NE1/4, SECTION 24, T18N, R31W:	31,410 SQ. FT. ± OR 0.72 AC. ±
TOTAL:	1,570,698 SQ. FT. ± OR 36.06 AC. ±

CERTIFICATE OF TRANSMITTAL & OWNERSHIP

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS 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.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

STATE OF _____

COUNTY OF _____

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF ACCEPTANCE

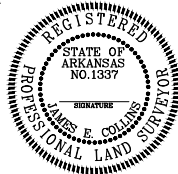
THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

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

CERTIFICATE OF SURVEY ACCURACY

I, JAMES E. COLLINS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE, AND MATERIAL ARE CORRECTLY SHOWN.

JAMES E. COLLINS
REGISTERED LAND SURVEYOR
NO. 1337
STATE OF ARKANSAS



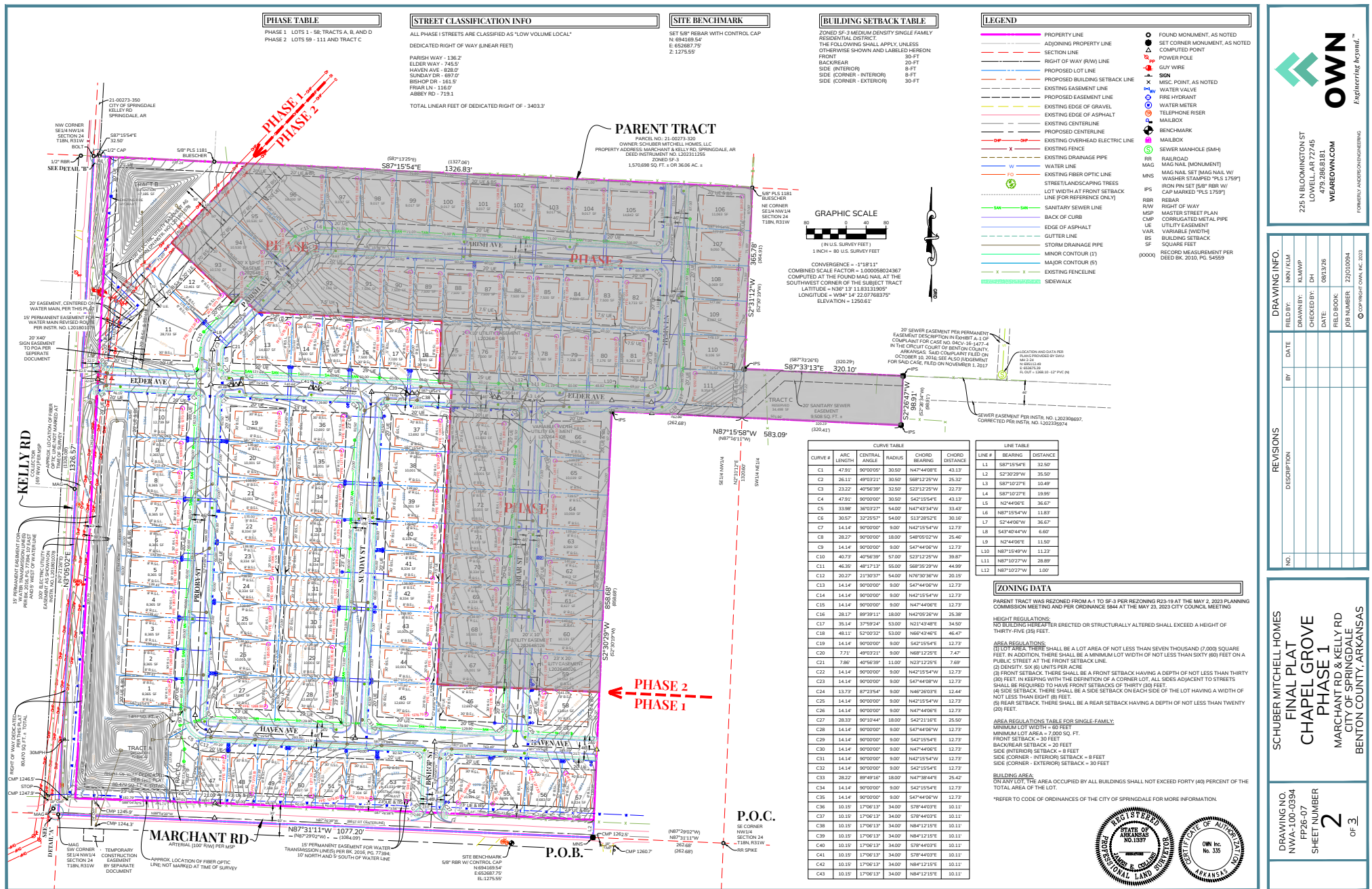
STATE PLAT CODE: 500-18N-31W-0-24-01-01-1337

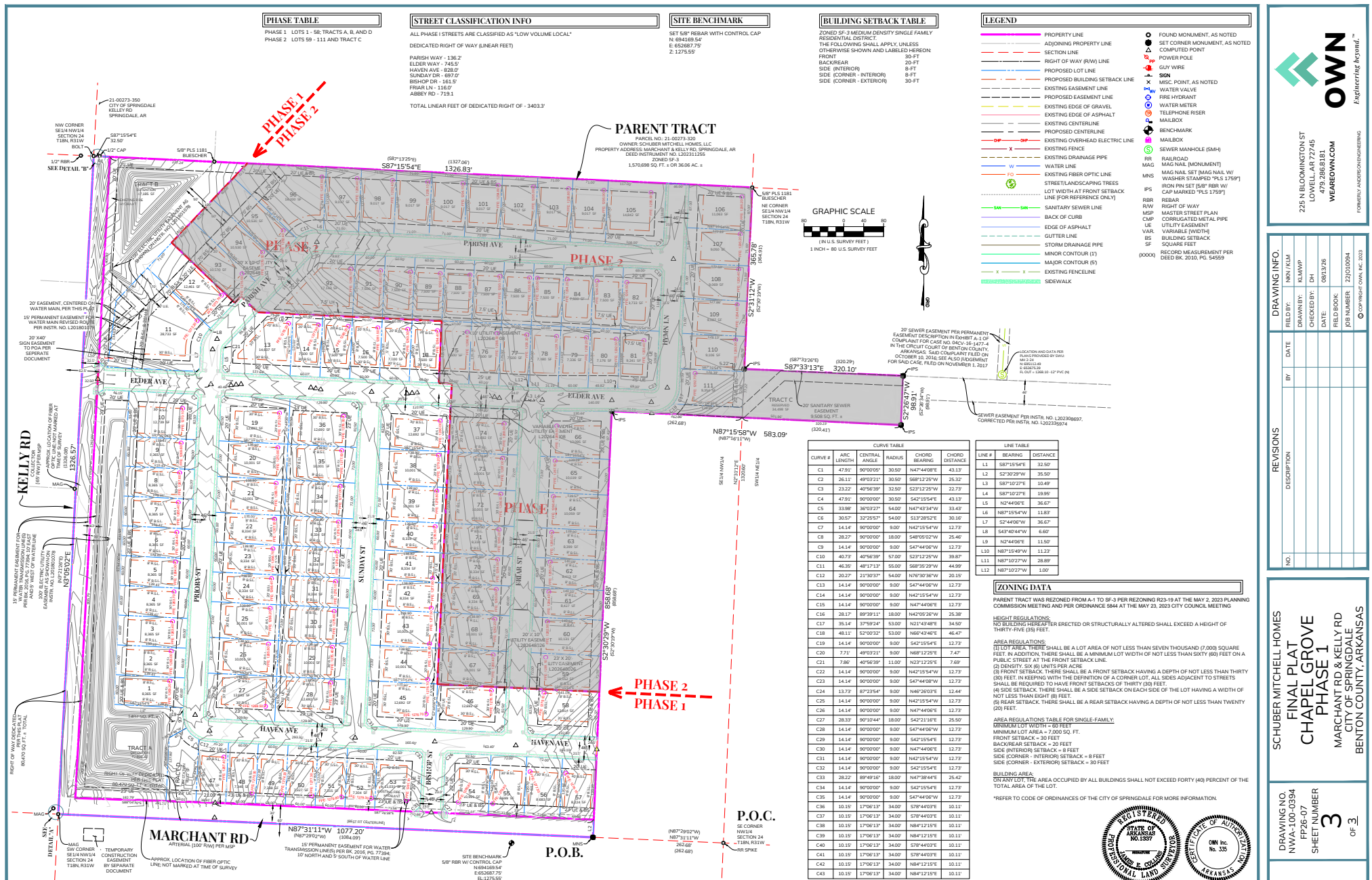
OWN
Engineering beyond.™
225 N BLOOMINGTON ST
LOWELL, AR 72745
479.286.8181
WEAREOWN.COM
FORMERLY ANDRECON ENGINEERING

DRAWING INFO.	
FIELD BY:	NKKKJAM
DRAWN BY:	KLMWP
CHECK BY:	DH
DATE:	08/13/26
FIELD BOOK:	
JOB NUMBER:	22600084
© COPYRIGHT OWN, INC. 2024	

SCHUBER MITCHELL HOMES
FINAL PLAT
CHAPEL GROVE
PHASE 1
MARCHANT RD & KELLY RD
CITY OF SPRINGDALE
BENTON COUNTY, ARKANSAS

DRAWING NO.
NWA-100-0394
P26-07
SHEET NUMBER
1
OF 3



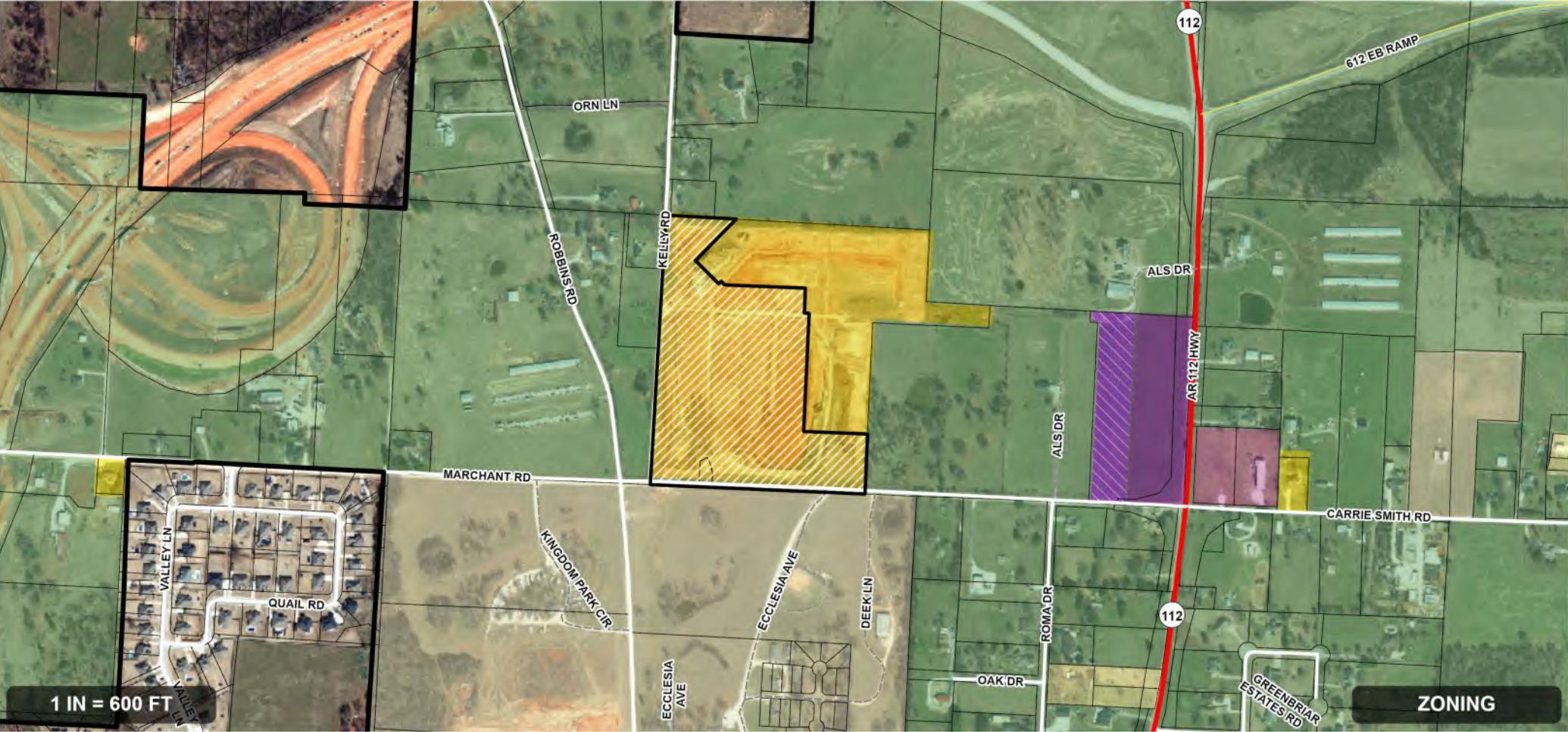




 PROJECT AREA

FP26-07: Chapel Grove, Phase I
Marchant Road & Kelly Road
FP26-07: Final Plat





1 IN = 600 FT

PROJECT AREA

FP26-07: Chapel Grove, Phase I
Marchant Road & Kelly Road
FP26-07: Final Plat

ZONING



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W26-35) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO LINCOLN DRIVE WAREHOUSE IN CONNECTION WITH L26-13, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W26-35) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W26-35) of street improvements to N. Thompson Street, Lincoln Drive, and a Future Collector Street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-13, a Large-Scale Development, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to N. Thompson Street, Lincoln Drive, and a Future Collector Street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-13, a Large-Scale Development.

Option 2: Denies a waiver of street improvements to N. Thompson Street, Lincoln Drive, and a Future Collector Street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-13, a Large-Scale Development.

Option 3: Approves payment in lieu of improvements to N. Thompson Street, Lincoln Drive, and a Future Collector Street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-13, 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 N. Thompson Street, Lincoln Drive, and a Future Collector Street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-13, a Large-Scale Development.

PASSED AND APPROVED this _____ day of _____, 2026.

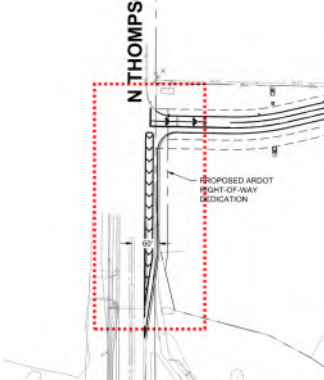
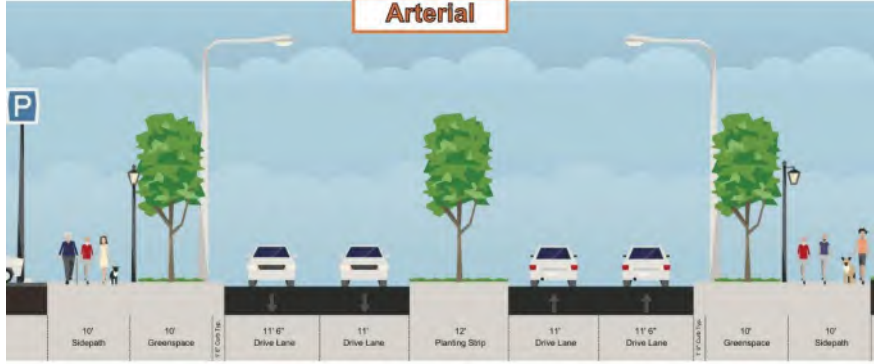
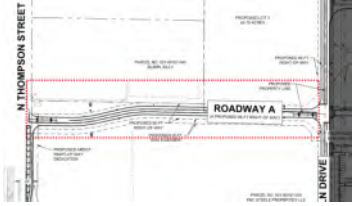
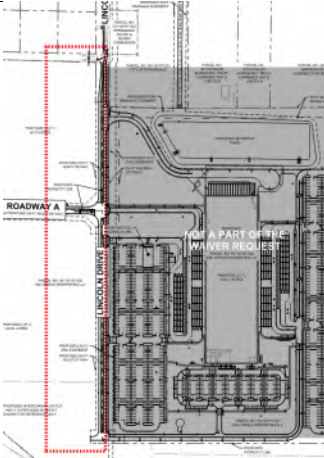
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

DEVELOPER REQUEST			
NORTH THOMPSON STREET (ARTERIAL)	WAIVE FULL STREET IMPROVEMENTS		
ROAD 'A' (FUTURE COLLECTOR)	WAIVE SIDEWALK AND STREET TREE REQUIREMENT ON BOTH SIDES OF THE ROAD		
LINCOLN DRIVE (FUTURE COLLECTOR)	WAIVE SIDEWALK AND STREET TREE REQUIREMENT ON THE WEST SIDE OF THE STREET		



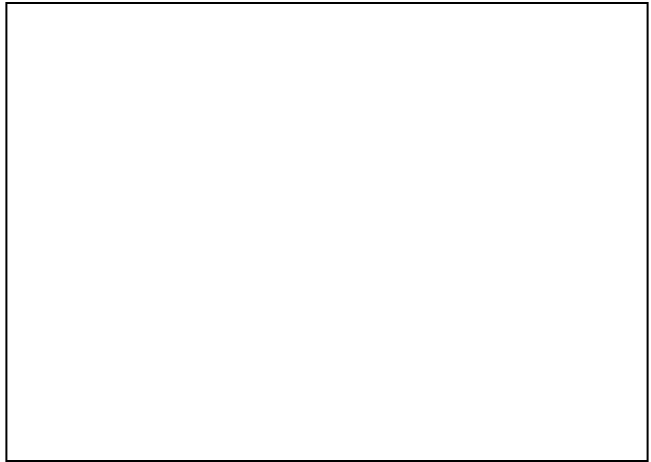
-  PROJECT AREA
-  PUBLIC NOTICE

W26-35: Lincoln Drive Warehouse
Southeast Corner of Moody Ave & Lincoln Drive, East of N. Thompson St
W26-35: Waiver of Street Improvements on N. Thompson Street, Lincoln Drive, & Future Collector Street



ORDINANCE NO. _____

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



WHEREAS, Brittenum Construction Company, Inc., has petitioned for the abandonment of a utility easement on Parcel Nos. 815-41353-000, 815-41368-000, 815-41369-000, 815-41370-000, and 815-41371-000, said easement having been filed for record in Plat Book 24A at Page 652 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easement to be vacated being more particularly described as follows:

UTILITY EASEMENT VACATION DESCRIPTION:

PART OF LOTS 91, 106, 107, 108 AND 109 OF JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 24A AT PAGE 652, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 109, SAID POINT BEING A 1/2 INCH REBAR WITH CAP "PS 1374"; THENCE ALONG THE SOUTH LINE OF SAID LOT 109, S87°37'23"E A DISTANCE OF 120.79 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID SOUTH LINE AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 20.69 FEET AND A CHORD BEARING AND DISTANCE OF N20°40'23"W - 20.69 FEET; THENCE N22°57'11"W A DISTANCE OF 63.68 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 17.68 FEET AND A CHORD BEARING AND DISTANCE OF N10°17'17"W - 17.54 FEET; THENCE N02°22'37"E A DISTANCE OF 86.29 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 106 AND 107; THENCE CONTINUING N02°22'37"E A DISTANCE OF 10.00 FEET; THENCE S87°37'23"E A DISTANCE OF 20.00 FEET; THENCE S02°22'37"W A DISTANCE OF 10.00 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 106 AND 107; THENCE CONTINUING S02°22'37"W A DISTANCE OF 86.29 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 8.84 FEET AND A CHORD BEARING AND DISTANCE OF S10°17'17"E - 8.77 FEET; THENCE S22°57'11"E A DISTANCE OF 63.68 FEET; THENCE

ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 29.83 FEET AND A CHORD BEARING AND DISTANCE OF S19°54'03"E - 29.82 FEET; THENCE N87°37'23"W A DISTANCE OF 10.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 109, SAID POINT BEING A 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF SAID LOT 109, N87°37'23"W A DISTANCE OF 10.67 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.091 ACRES (3,970 SQUARE FEET), MORE OR LESS.

And as shown on the attached Exhibit "A".

Tax Parcel Nos.: 815-41353-000, 815-41368-000, 815-41369-000, 815-41370-000, and 815-41371-000.

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

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

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

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

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

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

PASSED AND APPROVED this 25th day of August, 2026.

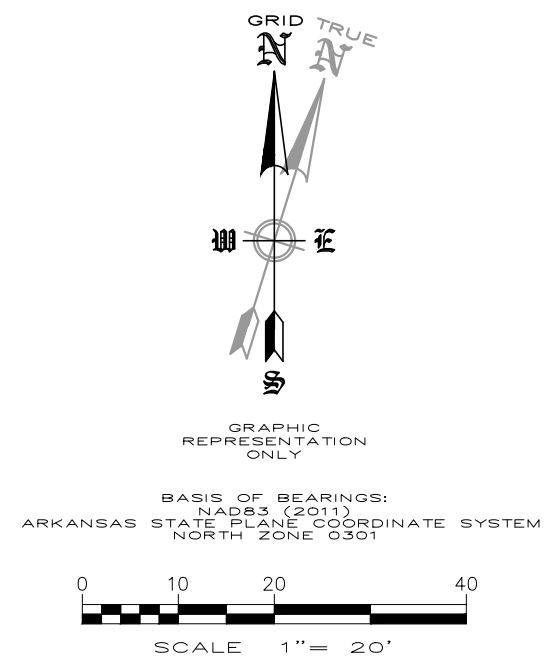
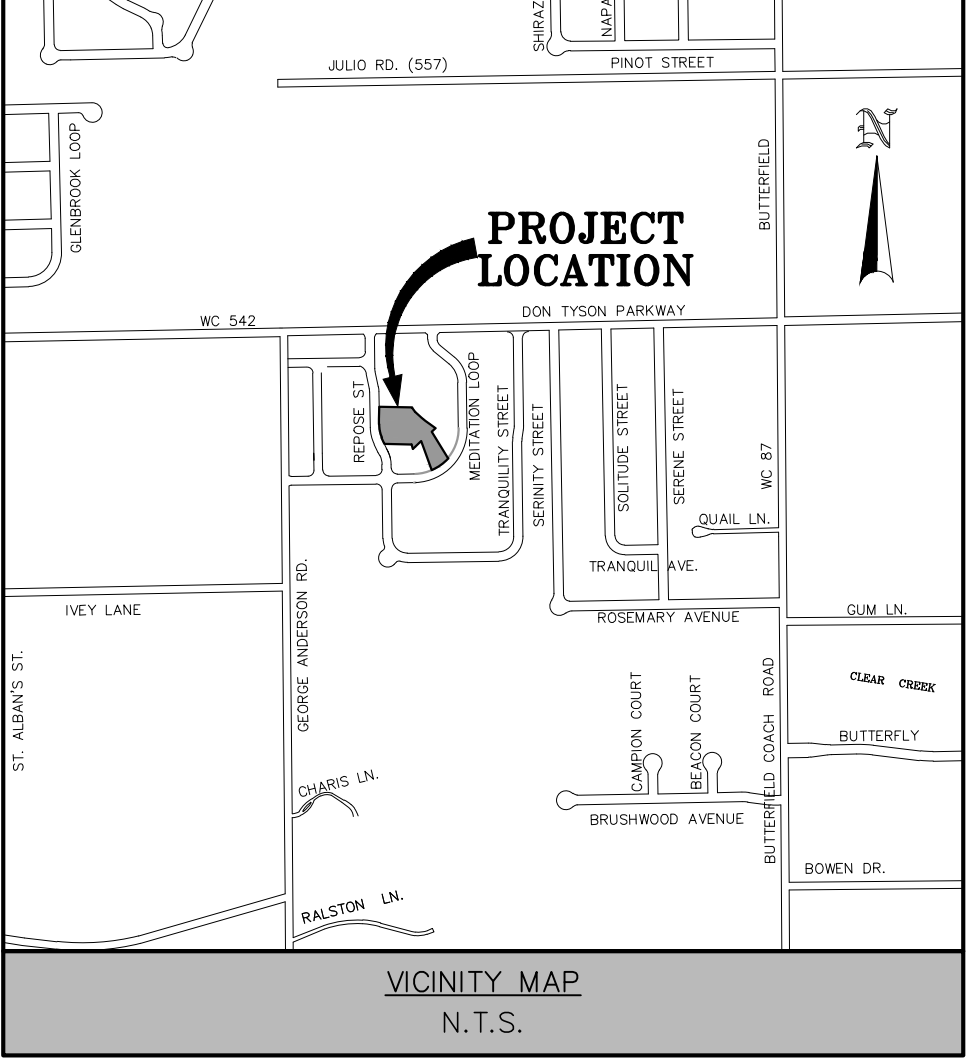
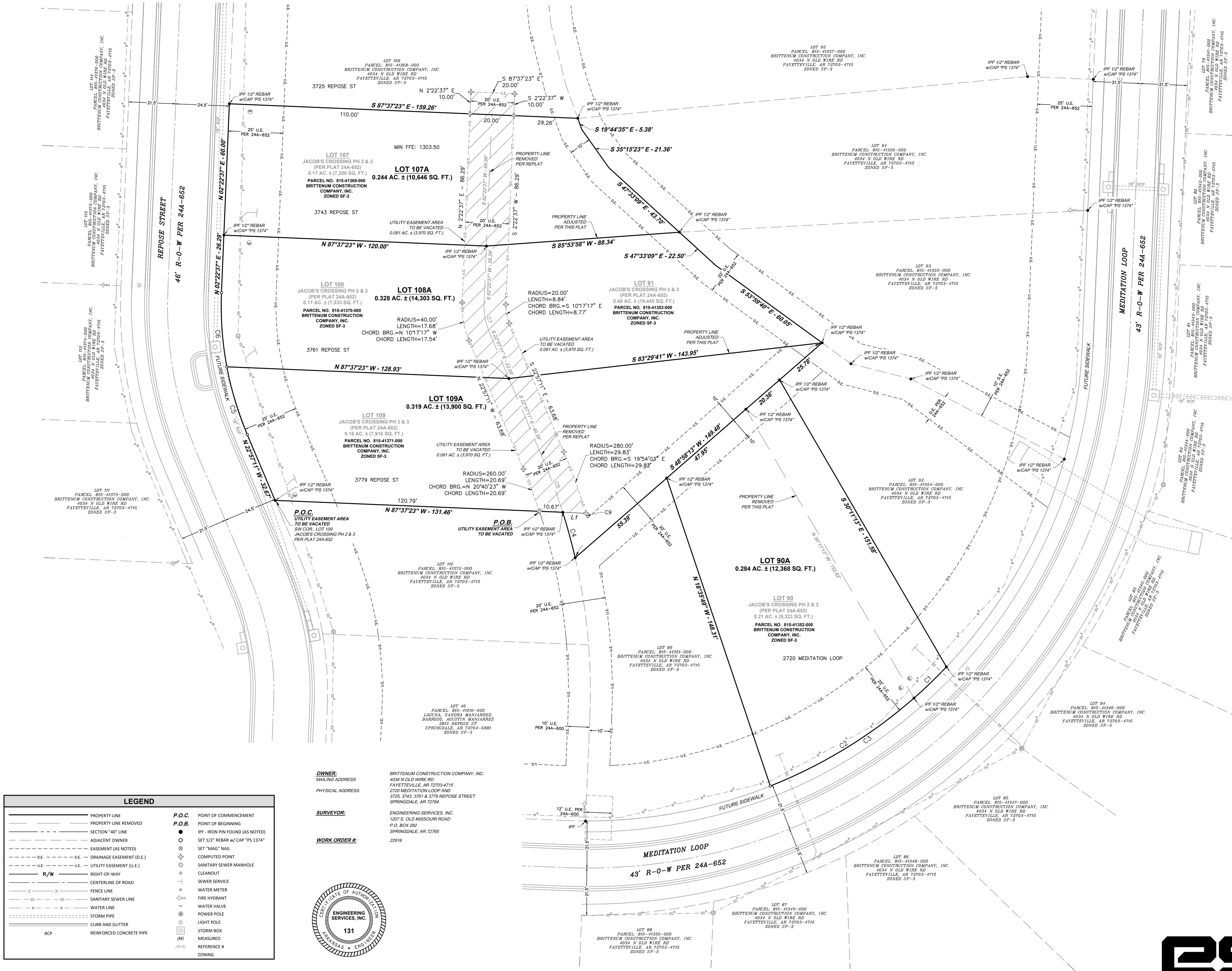
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Garrett Harlan, CITY ATTORNEY



Line Table			
Line #	Length	Bearing	
L1	10.61'	N87°37'23"W	

Curve Table			
Curve #	Length	Radius	Chord Bearing
C1	20.59'	226.00'	S40°08'52"W
C2	77.28'	226.00'	S50°33'15"W
C3	97.87'	226.00'	S55°56'38"W
C4	21.52'	270.00'	N10°16'27"W
C5	32.32'	190.00'	N10°46'52"W
C6	34.00'	190.00'	N04°08'38"W
C7	13.26'	30.00'	S10°17'17"E
C8	25.27'	270.00'	S20°16'16"E
C9	2.29'	280.00'	S18°36'52"E

UTILITY EASEMENT VACATION DESCRIPTION:

PART OF LOTS 91, 106, 107, 108 AND 109 OF JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 244 AT PAGE 652, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 109, SAID POINT BEING A 1/2 INCH REBAR WITH CAP "PS 1374"; THENCE ALONG THE SOUTH LINE OF SAID LOT 109, S87°37'23"E A DISTANCE OF 120.79 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 20.69 FEET AND A CHORD BEARING AND DISTANCE OF N2°40'23"W - 20.69 FEET; THENCE N2°57'11"W A DISTANCE OF 63.68 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 17.68 FEET AND A CHORD BEARING AND DISTANCE OF N10°17'17"W - 17.54 FEET; THENCE N2°22'37"E A DISTANCE OF 86.29 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 106 AND 107; THENCE CONTINUING N2°22'37"E A DISTANCE OF 10.00 FEET; THENCE S87°37'23"E A DISTANCE OF 20.00 FEET; THENCE S22°23'7"W A DISTANCE OF 10.00 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 106 AND 107; THENCE CONTINUING S22°23'7"W A DISTANCE OF 86.29 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 8.84 FEET AND A CHORD BEARING AND DISTANCE OF S10°17'17"E - 8.77 FEET; THENCE S22°57'11"E A DISTANCE OF 63.68 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 29.83 FEET AND A CHORD BEARING AND DISTANCE OF S19°54'03"E - 29.82 FEET; THENCE N87°37'23"W A DISTANCE OF 10.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 108, SAID POINT BEING A 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF SAID LOT 108, N87°37'23"W A DISTANCE OF 10.67 FEET TO THE POINT OF BEGINNING, CONTAINING 0.091 ACRES (3,970 SQUARE FEET), MORE OR LESS.

PLAT CODE: 500-17N-29W-0-17-440-72-1374

REVISION	DATE	DESCRIPTION

EASEMENT VACATION

FOR BRITTENUM CONSTRUCTION, INC.

JACOB'S CROSSING SUBDIVISION PHASE 2 AND 3

SCALE: 1"=20' DATE: June 30, 2026 DRAWN BY: KND

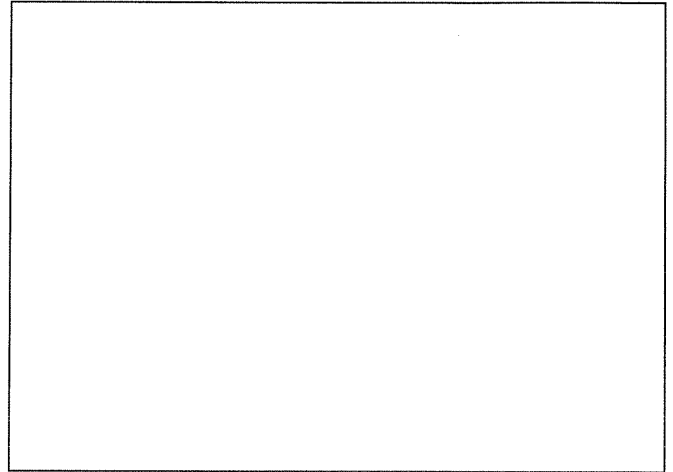
ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 22916 SHEET 1/1



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: Javier Medina

LEGAL DESCRIPTION: PT. LOT 1 NE NE 132 X 150. FURTHER DESCRIBED AS:

Part of the Northeast Quarter of the Northeast Quarter of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, and being more particularly described as follows, to-wit: Beginning at a point 424.5 feet South and 275 feet West of the Northeast corner of said forty acre tract thence West 150 feet, thence North 132 feet, thence East 150 feet, thence South 132 feet to the point of beginning.

LAYMAN'S DESCRIPTION: 709 Success Ave., Springdale, AR 72764

PARCEL NO.: 815-27623-000

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:

\$571.32 clean-up costs and \$24.92 administrative costs – 709 Success Ave. (815-27623-000)

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:

\$596.24 plus 10% for collection – 709 Success Ave. (815-27623-000)

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 25th day of August, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Garrett Harlan, CITY ATTORNEY

City Abatement

City of Springdale

Neighborhood Service

201 Spring Street

Springdale, AR 72764

479-756-7712

Case Number: 2601917**Date:** 06/05/2026**Status:** Abated**Property:** 709 SUCCESS AVE**City, State, Zip:** ,**Officer on Site:** Bryan McKee**Abatement Type:** Lien**Abatement Date:** 06/05/2026**Abatement Start Time:** 0830**Abatement End Time:** 0900

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$105.00
Equipment Rate	\$348.00
Total Fee: \$571.32	

Method of Compliance: Property was mowed and cleaned up by Public Works with 2 trucks, 1 trailer, 1 mower and bulk truck with 3 part time and 2 full time employees. Mowing was done to clean up tall weeds around chain link fence area and out buildings. Indoor furniture, scrap wood, pallets, tree trunks, brush and buckets were removed from the property.

Bryan McKee
Code Enforcement Officer

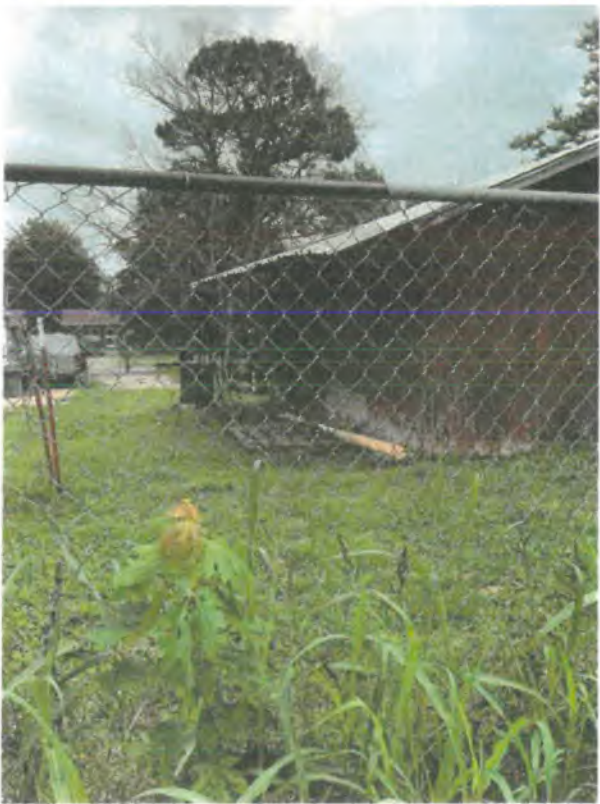
06/05/2026
Date















Garrett Harlan
City Attorney
gharlan@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmanus@springdalear.gov



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
Administrative Assistant
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Christy Pianalto
Chief Legal Assistant
cpianalto@springdalear.gov

July 7, 2026

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

Javier Medina
709 Success Ave
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 709 Success Ave, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-27623-000

Dear Property Owner/Lienholder:

On January 14th and May 28th, 2026, a notice was posted on property located at 709 Success Ave., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on January 14th, 2026 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 28th, 2026. As of this date, the total costs incurred by the City of Springdale to clean this property are \$571.32. I have enclosed invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 19th, 2026 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien

to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 25th, 2026, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$581.24, which includes \$571.32 for cleaning up the property and \$9.92 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Giselle Gonzalez, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

This letter is also being mailed by regular mail to Javier Medina 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,

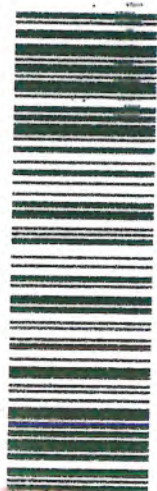
A handwritten signature in blue ink, appearing to read "Garrett Harlan", with a stylized flourish at the end.

Garrett Harlan
City Attorney

Enclosures
GH:gg



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



9589 0710 5270 3758 3485 82

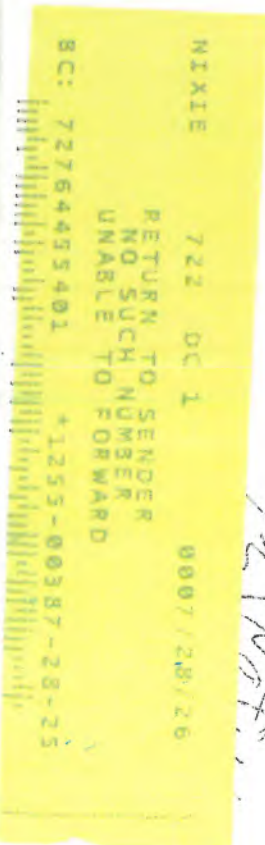
US POSTAGE

\$010.73

Javier Medina
709 Success Ave
Springdale, AR 72764

5/27-10
12/10/10

NSN
72764-4554



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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:

Javier Medina
709 Success Ave
Springdale, AR 72764



9590 9402 7987 2305 3126 94

2. Article Number (Transfer from service label)

9589 0710 5270 3758 3485 82

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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

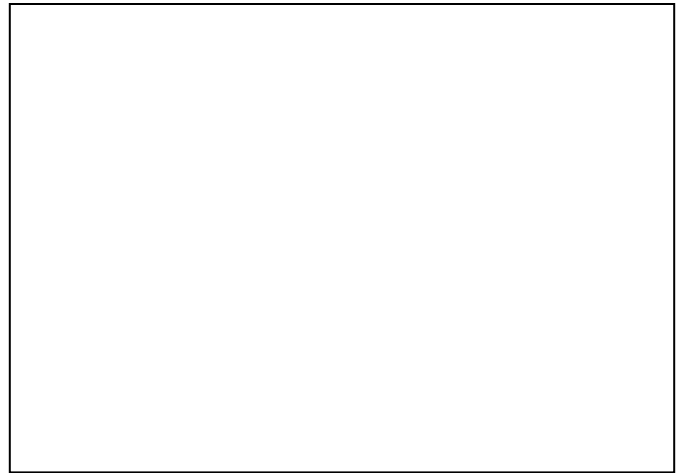
3. Service Type

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

Domestic Return Receipt

ORDINANCE NO. _____

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



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

PROPERTY OWNER: Javier Medina

LEGAL DESCRIPTION: PT. LOT 1 NE NE 132 X 150. FURTHER DESCRIBED AS:

Part of the Northeast Quarter of the Northeast Quarter of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, and being more particularly described as follows, to-wit: Beginning at a point 424.5 feet South and 275 feet West of the Northeast corner of said forty acre tract thence West 150 feet, thence North 132 feet, thence East 150 feet, thence South 132 feet to the point of beginning.

LAYMAN'S DESCRIPTION: 709 Success Ave., Springdale, AR 72764

PARCEL NO.: 815-27623-000

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:

\$571.32 clean-up costs and \$24.92 administrative costs – 709 Success Ave. (815-27623-000)

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:

\$596.24 plus 10% for collection – 709 Success Ave. (815-27623-000)

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 25th day of August, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Garrett Harlan, CITY ATTORNEY

The City Council of the City of Springdale met in regular session on Tuesday, August 11, 2026 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3, Position 1
Amelia Taldo	Ward 4, Position 1 (arrived 6:13 pm)
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
<i>Vacant</i>	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougrousse	Ward 4, Position 2
Garrett Harlan	City Attorney
Sabra Jeffus	City Clerk/Treasurer

Others present:

Sharon Tromburg	Planning Director
Derek Hudson	Assistant Chief of Police
Ron Findley	Director, Neighborhood Services
John Oliver	Neighborhood Services
Ben Peters	Director, Engineering
Blake Holte	Fire Chief
Colby Fulfer	Chief of Staff
Anna McKinney	Deputy Chief of Staff
Mike Chamlee	Director, Building Department
Chad Wolf	Director, Parks & Recreation
James Smith	Director, Public Works & Airport

CITIZEN COMMENTS

Laura Villegas, residing at 5005 Bonita Place, Springdale, complained about trash service and lower senior discount with the new trash company. She also stated that the meeting agendas are not easy to find.

APPROVAL OF MINUTES

Council Member Powell moved the minutes of the July 28, 2026 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

After the vote was taken, the motion carried 6-0.

PRESENTATIONS

Downtown Springdale Alliance gave their quarterly report, presented by Paxton Roberts, Executive Director.

Garver Engineering presented the Springdale Airport Strategic Plan.

RESOLUTION NO. 130 – 26; APPROVING THE REAPPOINTMENT TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SPRINGDALE.

Mayor Doug Sprouse read the presented the Resolution.

RESOLUTION NO. 130-26

A RESOLUTION APPROVING A REAPPOINTMENT TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SPRINGDALE

WHEREAS, Cassie Mancia currently serves on the Housing Authority Commission with a term that expired on July 27, 2026, and

WHEREAS, the Board members of the Housing Authority of the City of Springdale, Arkansas, serve a term of five years; and

WHEREAS, the Board of Commissioners has recommended the reappointment of Cassie Mancia to the Springdale Housing Authority Commission, and

WHEREAS, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, passed and approved Resolution No. 844-26, reappointing Cassie Mancia, subject to the approval of the City Council, for a five-year term that will expire July 27, 2031.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Cassie Mancia to the Board of Commissioners of the Housing Authority is hereby approved with a term set to expire on July 27, 2031.

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

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

The Resolution was numbered 130-26.

RESOLUTION NO. 131 – 26; MAKING AN APPOINTMENT TO THE SPRINGDALE AIRPORT COMMISSION OF THE CITY OF SPRINGDALE, ARKANSAS

Mayor Doug Sprouse read the presented the Resolution.

RESOLUTION NO. 131-26

A RESOLUTION MAKING AN APPOINTMENT TO THE SPRINGDALE AIRPORT COMMISSION OF THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, Robin Lundstrum has vacated her seat on the Springdale Airport Commission; and

WHEREAS, the current term for Robin Lundstrum is set to expire on July 1, 2031; and

WHEREAS, the Mayor has identified a qualified applicant who is willing to serve out the remaining term; and

WHEREAS, according to Section 18-26 of the Springdale Code of Ordinances, Commissioners shall be appointed by the Mayor and confirmed by three-fourths of the elected City Council; and

WHEREAS, after careful consideration, the Springdale Airport Commission and the Mayor recommend the appointment of Don Cope to the Springdale Airport Commission, to serve the remainder of the term, which is set to expire on July 1, 2031.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Don Cope is hereby appointed to the Springdale Airport Commission, to serve the remainder of the term, which is set to expire on July 1, 2031.

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

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

The Resolution was numbered 131-26.

PLANNING COMMISSION

ORDINANCE NO. 6233 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R26-36) CERTAIN LANDS LOCATED AT 1000, 910, & 908 N. GUTENSOHN ROAD FROM AGRICULTURAL DISTRICT (A-1) TO AN INSTITUTIONAL DISTRICT (P-1) WITHIN SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read the presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6233.

RESOLUTION NO. 132 – 26; APPROVING A WAIVER (W26-33) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET

LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CALVARY FREE WILL BAPTIST CHURCH, EXPANSION IN CONNECTION WITH N26-28, A NON-LARGE-SCALE DEVELOPMENT

Planning Director Sharon Tromburg read the presented the Resolution.

RESOLUTION NO. 132-26

A RESOLUTION APPROVING A WAIVER (W26-33) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CALVARY FREE WILL BAPTIST CHURCH, EXPANSION IN CONNECTION WITH N26-28, A NON-LARGE-SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W26-33) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W26-33) of street improvements to N. Gutensohn Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N26-28, a Non-Large-Scale Development for Calvary Free Will Baptist Church, Expansion and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to N. Gutensohn Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N26-28, a Non-Large-Scale Development for Calvary Free Will Baptist Church, Expansion.

Council Member Overton moved the Resolution be adopted, **Option 1**. Council Member Lawson made the second.

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

The Resolution was numbered 132-26.

ORDINANCE NO. 6234 – ACCEPTING THE FINAL PLAT (FP26-06) OF SPRING CREEK FARMS PHASE 3 TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Sharon Tromburg read the presented the Ordinance.

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

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

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

After the vote was taken, motion carried 7-0

The Ordinance was numbered 6234.

ORDINANCE NO. 6235 – ACCEPTING THE REPLAT (RP26-10) OF COMMERCE SUBDIVISION PHASE II, LOT 2 AND LOT 3 OF BLOCK 2 TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read the presented the Ordinance.

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

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

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

After the vote was taken, motion carried 7-0

The Ordinance was numbered 6235.

RESOLUTION NO. 133 – 26; APPROVING A WAIVER (W26-36) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CHEMSTATION OF THE OZARKS IN CONNECTION WITH L25-02, A LARGE-SCALE-DEVELOPMENT

Planning Director Sharon Tromburg read the presented the Resolution.

RESOLUTION NO. 133-26

A RESOLUTION APPROVING A WAIVER (W26-36) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CHEMSTATION OF THE OZARKS IN CONNECTION WITH L25-02, A LARGE-SCALE-DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W26-36) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W26-36) of street improvements to ESI Drive, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-02, a Large-Scale Development for ChemStation of the Ozarks, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to ESI Drive, including improvements related thereto street lights in connection with L25-02, a Large-Scale Development for ChemStation of the Ozarks.

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

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

The Resolution was numbered 133-26.

FINANCE COMMITTEE

RESOLUTION NO. 134 – 26; AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE CITY OF SPRINGDALE 2026 STREET OVERLAY PROJECT

Director of Engineering Ben Peters read the presented the Resolution.

RESOLUTION NO. 134-26

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A CONTRACT FOR THE CITY OF SPRINGDALE 2026
STREET OVERLAY PROJECT**

WHEREAS, The Public Works Department has budgeted for the 2026 Street Overlay Project, and;

WHEREAS, the competitive bidding process provided by Arkansas law was utilized by the City of Springdale Public Works Department to obtain bids for the Overlay Project, and; **WHEREAS**, the lowest responsible bidder was APAC-Central, Inc. in the amount of \$1,699,733.60

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with APAC-Central, Inc. for the 2026 Street Overlay Project in amount not to exceed \$1,699,733.60 to be paid from the 2026 Public Works Budget.

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

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

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

The Resolution was numbered 134-26.

PARKS AND RECREATION COMMITTEE

RESOLUTION NO. 135 – 26; AUTHORIZING THE PURCHASE OF BLEACHERS FOR THE SPRINGDALE PARKS AND RECREATION DEPARTMENT.

Committee Chair Randall Harriman read the Resolution and Parks and Recreation Director Chad Wolf presented.

RESOLUTION NO. 135-26

**A RESOLUTION AUTHORIZING THE PURCHASE OF
BLEACHERS FOR THE SPRINGDALE PARKS AND
RECREATION DEPARTMENT**

WHEREAS, the voters of the City of Springdale approved the 2023 Bond Program to fund various public improvements, including parks and recreation; and

WHEREAS, the 2023 Bond Program authorizes the acquisition of facility and equipment improvements intended to enhance public amenities and improve the quality of life for Springdale residents; and

WHEREAS, the Springdale Parks and Recreation Department desires to purchase new bleachers for the Springdale Recreation Center as part of the improvements authorized under the 2023 Bond Program; and

WHEREAS, the Department is authorized to purchase the necessary equipment through a cooperative purchasing agreement authorized by Arkansas law; and,

WHEREAS, the Department has requested authorization to purchase new bleachers for the Springdale Recreation Center at a cost not to exceed \$186,398.30, to be paid from the 2023 Parks and Recreation Bond Fund

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to purchase new bleachers for the Springdale Recreation Center from Swift Recreation, LLC., for \$186,398.30, to be paid from the 2023 Parks and Recreation Bond Fund.

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

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

The Resolution was numbered 135-26.

POLICE & FIRE COMMITTEE

**ORDINANCE NO. 6236 – AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES
OF THE CITY OF SPRINGDALE, ARKANSAS; AND FOR OTHER PURPOSES.**

Committee Chair Brian Powell read the Ordinance and Assistant Chief of Police Derek Hudson presented.

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

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

The Ordinance was numbered 6236.

ORDINANCE NO. 6237 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY.

City Attorney Garrett Harlan read and presented the Ordinance.

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

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

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

After the vote was taken, motion carried 7-0

The Ordinance was numbered 6237.

RESOLUTION NO. 136 – 26; TEMPORARILY APPOINTING REX BAILEY TO FILL THE VACANCY IN WARD 2, POSITION 2, ON THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS.

Mayor Sprouse read and presented the Resolution.

**RESOLUTION NO. 136-26
A RESOLUTION TEMPORARILY APPOINTING
REX BAILEY TO FILL THE VACANCY IN
WARD 2, POSITION 2, ON THE CITY COUNCIL OF THE CITY OF
SPRINGDALE, ARKANSAS**

WHEREAS, Aaron Huntley has resigned from his position as the Ward 2, Position 2, member of the Springdale City Council, creating a vacancy in that office; and

WHEREAS, pursuant to Arkansas Code Annotated sections 14-43-411 and 14-42-103(a)(2)(A), the City Council has called a special election to be held on November 3, 2026, to fill the vacant position for the remainder of the unexpired term; and

WHEREAS, Arkansas Code Annotated section 14-42-103(a)(2)(B)(i) authorizes the City Council, after calling a special election, to appoint a qualified elector of the City to serve temporarily until the office is filled through the special election; and

WHEREAS, Rex Bailey is a qualified elector of the City of Springdale and resides in Ward 2; and

WHEREAS, the City Council finds that temporarily appointing Rex Bailey will provide continued representation for Ward 2 and continuity in the work of the City Council,

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

Section 1. Rex Bailey is hereby appointed to temporarily fill the vacancy in Ward 2, Position 2, on the Springdale City Council.

Section 2. Mr. Bailey's appointment shall become effective upon his taking the oath of office required by Arkansas Code Annotated section 14-42-106 and shall continue until the person elected at the November 3, 2026 special election is duly certified, has taken the oath of office, and is qualified to serve. The person elected at the special election shall serve the remainder of the unexpired term.

Mike Gilbert, Rex Bailey, Ray Dotson, Kevin Flores & Matthew Philpot approached the podium and made comments.

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

After the vote was taken, motion carried 4-3. Council Members Powell, Harriman and Fougrousse voted no.

The Resolution was numbered 136-26.

COMMENTS FROM COUNCIL MEMBERS

Council Member Amelia Taldo commented that the grass near the railroad on Shady Grove Road has been cut/mowed and looks nice.

COMMENTS FROM DEPARTMENT HEADS

None

COMMENTS FROM CITY ATTORNEY

None

COMMENTS FROM MAYOR

None

ADJOURNMENT

Mike Overton made a motion to adjourn and Council Member Powell made the second. After a voice vote of all ayes and no nays, the meeting adjourned at 7:23 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer