

- **The next City Council Committee Meeting will be held on Monday, June 2nd, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, May 27th, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Mayor Doug Sprouse

1. Call to Order – Mayor Doug Sprouse

2. Roll Call – Sabra Jeffus, City Clerk/Treasurer

3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, May 13th, 2025.** Pgs. 136-146

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **7A-F and 7H-I** (Motion must be approved by two-thirds (2/3) of the council members)*

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

- A. **An Ordinance** amending Ordinance No. 5703, which rezoned certain lands from an Agricultural District (A-1) to a Low Density Single Family Residential District (SF-1); and declaring an emergency. Pgs. 1-4
- 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 (R25-17) certain lands located at Ford Avenue, west of Cascade Circle from a Low/Medium Density Multi-Family Residential District (MF-4) to a Planned Unit Development (PUD) within Springdale, Arkansas, and declaring an emergency. Pgs. 5-61
- C. **An Ordinance** amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-26) certain lands located at 1800 N. Lowell Road from a General Commercial District (C-2) to a Neighborhood Office District (O-1) within Springdale, Arkansas, and declaring an emergency. Pgs. 62-66
- 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 (R25-27) certain lands located at 4269 Wagon Wheel Road from an Agricultural District (A-1) to a Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. Pgs. 67-71
- 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 (R25-28) certain lands located at 1820 N. 48th Street from an Agricultural District (A-1) to an Institutional District (P-1) within Springdale, Arkansas, and declaring an emergency. Pgs. 72-76
- 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 (R25-29) certain lands located at 5830 W. County Line Road from an Agricultural District (A-1) to a

Low Density Single Family Residential District (SF-1) within Springdale, Arkansas, and declaring an emergency. Pgs. 77-78

G. A Resolution approving a conditional use (C25-04) at 5830 W. County Line Road as set forth in Ordinance No. 4030. Pgs. 79-84

H. An Ordinance amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-30) certain lands located at 11039 Marchant Road from an Agricultural District (A-1) to a General Commercial District (C-2) within Springdale, Arkansas, and declaring an emergency. Pgs. 85-89

I. An Ordinance amending Ordinance No. 3307, the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-31) certain lands located at 1150 Elway Drive from a General Commercial District (C-2) to a Large Product Retail Sales District (C-6) within Springdale, Arkansas, and declaring an emergency. Pgs. 90-95

J. A Resolution approving a waiver (W25-02) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Marlen Banegas in connection with LS24-36, an informal plat. Pgs. 96-98

K. A Resolution approving a waiver (W25-14) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Ark-O-Mo Tree Service in connection with L25-12, a large-scale development. Pgs. 99-100

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

A. A Resolution authorizing the execution of a Temporary Use Agreement on property owned by the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 101-104

B. A Resolution authorizing the execution of a Lease Agreement with the American Legion, Beely Johnson Post 139, on property owned by the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 105-113

C. A Resolution authorizing the execution of a Professional Services Agreement for Construction Phase Services on Watkins Avenue Improvements, Project No. 18BPS15. Presented by Ben Peters, Engineering Director. **Pgs. 114-131**

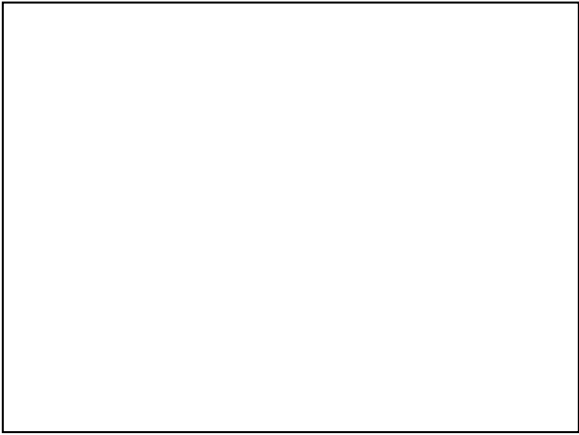
D. A Resolution authorizing the execution of a Guaranteed Maximum Price for Construction Agreement on Gene George Blvd North (56th Street), Project No. 23BPS4. Presented by Ben Peters, Engineering Director. **Pgs. 132-135**

9. Comments from Council Members.

10. Comments from City Attorney.

11. Comments from Mayor

12. Adjournment.



ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 5703,
WHICH REZONED CERTAIN LANDS FROM AN
AGRICULTURAL DISTRICT (A-1) TO A LOW DENSITY
SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1); AND
DECLARING AN EMERGENCY**

WHEREAS, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 5703 on April 26, 2022, which amended the zoning ordinance for the City of Springdale by rezoning certain lands from an Agricultural District (A-1) to a Low Density Single Family Residential District (SF-1).

WHEREAS, Ordinance No. 5703 contained a scrivener's error by including in the legal description property not intended to be included in the rezoning ordinance;

WHEREAS, Ordinance No. 5703 should be amended to clarify which property was subject to the rezoning, which contains 13.36 acres, more or less, to read as follows:

Layman's Description: South of W. Graham Road and East of Robins Road

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.

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

SECTION 1: That Ordinance No. 5703 is hereby amended as provided herein:

From an Agricultural District (A-1) to a Low Density Single Family Residential District (SF-1).

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Doug Sprouse, Mayor

ATTEST:

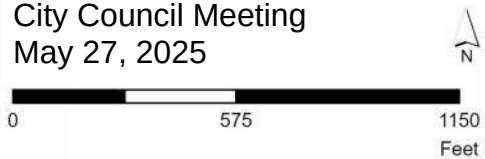
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

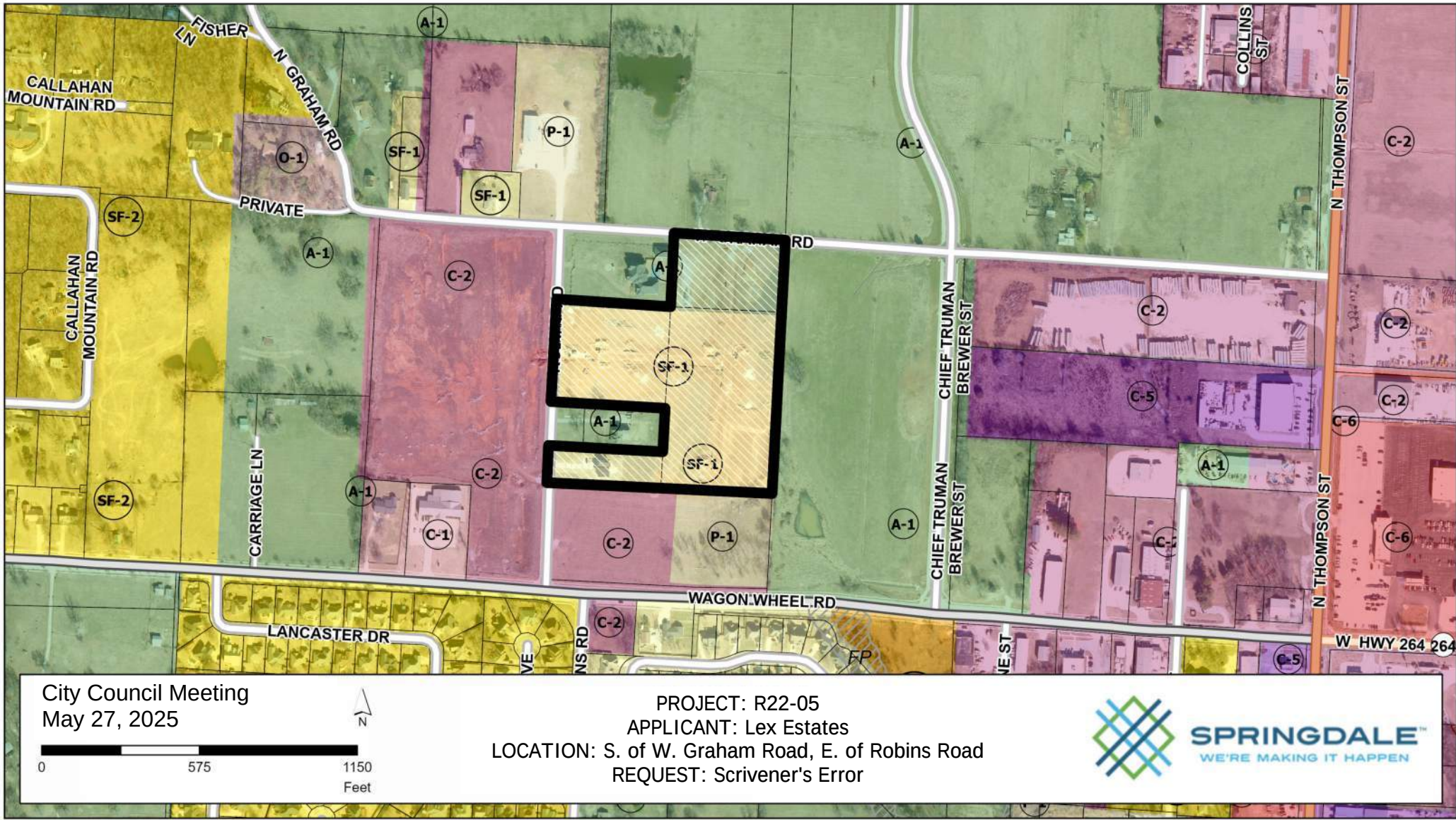


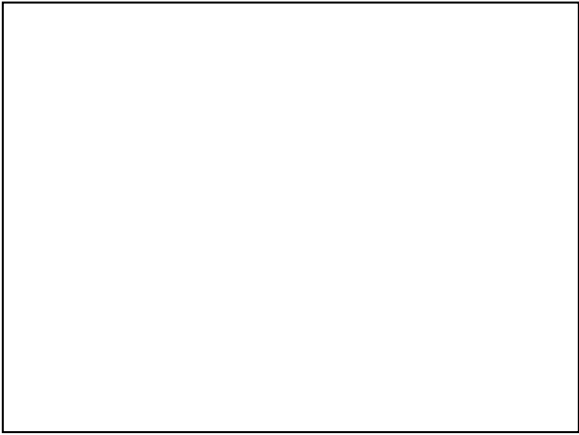
City Council Meeting
May 27, 2025



PROJECT: R22-05
APPLICANT: Lex Estates
LOCATION: S. of W. Graham Road, E. of Robins Road
REQUEST: Scrivener's Error







ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-17) CERTAIN LANDS LOCATED AT FORD AVENUE, WEST OF CASCADE CIRCLE FROM A LOW/MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-4) TO A PLANNED UNIT DEVELOPMENT (PUD) 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 6, 2025, for hearing the matter of a petition of EDH Investments, LLC requesting that the following described tract of real estate be rezoned from a Low/Medium Density Multi-Family Residential District (MF-4) to a Planned Unit Development (PUD).

Layman’s Description: Ford Avenue, west of Cascade Circle

Legal Description:

COMMENCING FROM A FOUND STONE BEING THE N1/4 CORNER OF SECTION 5, T-17-N, R-29-W; THENCE N 87°03'59" W A DISTANCE OF 2406.62' TO A FOUND IRON REBAR, BEING THE POINT OF BEGINNING; THENCE S 01°56'49" W A DISTANCE OF 1844.30' TO A POINT; THENCE N 87°55'32" W A DISTANCE OF 250.84' TO A POINT; THENCE N 02°04'42" E A DISTANCE OF 431.64' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FORD ROAD; THENCE ALONG SAID RIGHT-OF-WAY S 88°03'45" E A DISTANCE OF 18.09' TO A POINT; THENCE N 01°58'47" E A DISTANCE OF 1039.45' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 339.37', WITH A RADIUS OF 405.00', WITH A CHORD BEARING OF N 25°57'45" E, WITH A CHORD LENGTH OF 329.53' TO A POINT; THENCE N 68°41'03" W A DISTANCE OF 7.98' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 125.83', WITH A RADIUS OF 379.55', WITH A CHORD BEARING OF N 58°33'25" E, WITH A CHORD LENGTH OF 125.25' TO THE POINT OF BEGINNING, CONTAINING 410,187 SQ. FEET, 9.42 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-17) from a Low/Medium Density Multi-Family Residential District (MF-4) to a Planned Unit Development (PUD) 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 Multi-Family Residential District (MF-4) to a Planned Unit Development (PUD) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



April 9, 2025

City of Springdale
201 Spring Street
Springdale, AR 72764

RE: Eagle Homes Ford Avenue PUD Narrative – 3rd Submittal

Project Description

EDH Investments, LLC and D&C Holdings, LLC propose a Planned Unit Development (PUD) on 10.58 acres containing 67 single-family modular homes and a leasing office and small maintenance building along Ford Avenue in Springdale, Arkansas, known as Eagle Homes Ford Avenue. This unique and innovative small scale single-family residential neighborhood is poised to be situated on a narrow piece of land in east Springdale has more than a quarter mile of frontage along Ford Avenue on its western side and the same amount of frontage along Dean's Trail on its eastern side. This creates a wonderful opportunity to capitalize on vehicular accessibility and alternate modes of transportation for those that choose to live, work and recreate in this vibrant sector of the city. Some of the nearby entertainment venues (Parson's Stadium), large and small employers, educational institutions (Northwest Technical Institute), recreational opportunities (Jone's Center) and its proximity to the Springdale Airport are just some of the local amenities centrally located to the project.

Eagle Homes Ford Avenue will be a land lease small home community. This model allows for a well-maintained and structured community with architectural guidelines and on-site management. All the homes are single-bedroom and single bathroom that range in cost from \$95,000 to \$120,000. The land lease ranges from \$380 to \$450 per month and is subject to final project cost.

The proposal of small homes will further the City's goal for appropriate infill development by bringing new housing formats not currently available in the area.

Design elements like carports instead of garages, low maintenance yards, and shared greenspace/common areas cater to the modern market demands of several demographics. The smaller homes, owner-managed development, interior parking layout, and the location of Dean's trail along the eastern side of the subject property all assist to create a transition between the existing single subdivision to the east and Ford Avenue to the north and west.

The Planned Unit Development approach allows for the tailoring of the property and proposed structures while allowing for the incorporation of greenspaces, common areas and place making efforts. Building styles and exterior building materials are presented in the attached documentation.

Relation to Existing & Surrounding Uses

The proposed project will involve three unplatted parcels (815-30477-000, 815-30478-000, & 815-30479-000) totaling approximately +/-10.58 acres. The property is served by existing water, sewer, and electric facilities available on or immediately Adjacent to the subject property.

The property is on the east side of Ford Avenue, a 2-lane public road with a center turn lane and existing sidewalks on both sides. The project proposes two points of access onto Ford Avenue that will meet the required spacing and width of the development code.

The adjacent subdivision to the east of the proposed development is also zoned PUD and consists of detached single-family homes on lots averaging 0.14 acres.

The impact on existing neighborhoods is minimized by the existing natural buffer along the proposed developments eastern property line as well as Dean's Trail which runs the entire length of the eastern property line. The placement of a proposed private drive and parking in the central interior of the site also helps to minimize any impacts to the surrounding neighborhoods. No road connections are being proposed to connect to the existing Butterfly Gardens subdivision to the east.

All of the existing properties to the west are zoned I-1, Light Industrial and are being utilized as such. Property to the north is zoned A-1, Agriculture and is currently undeveloped while the small portion of the property abutting the project's southern boundary is zone MF-4, Low/Medium Density Multifamily Residential.

Description of Proposed Residential Land Uses

Residential Density:

The maximum overall residential density will be 6.2 units per acre which is similar to the adjacent subdivision to the east with a density of 6.0 units per acre.

Private Streets:

The private street will be the same section as the Springdale Local Street section. The width of the proposed private street will be 24' face of curb to face of curb and 26' back of curb to back of curb. A modified curb is being proposed.

Building Standards:

The homes shall be modular homes built under the international building code and inspected by a third party. The exterior materials shall be cement panel, LP, or similar siding (No vinyl siding), metal roof or architectural shingles, and have a cement split face block skirting. Trim and accent walls may be wood, cedar wood, or faux stone. Each home shall be a minimum of 15 feet wide and have a sprinkler system installed.

Like the homes, the leasing office will be modular and will be used as a model home with sales samples and an office for the community management.

The maintenance building will be separate from but adjacent to the leasing office and will be constructed of 24-gauge panel metal. This building will be used for the long-term maintenance of the project and to store items used in the home set up and driveways during the construction phase.

Accessory Units: (sheds)

The proposed accessory units will be of similar materials as the homes. They will be freestanding, detached with a minimum of 10 feet of separation from other structures and shall not exceed 120 square feet.

Carports are optional and if installed shall be a minimum of 3' from the dwelling it serves and a minimum of 6 feet from any other structure.

Open Space:

The project adheres to the zoning requirements of providing 15% open space throughout the development by providing 1.60 acres (69,5454 sf). This does not account for the green space on the east side of Dean's Trail.

The Community Rules, Regulations & Architectural Guidelines (CRR&AG) and On-site Management

The CRR&AG shall be signed prior to occupancy and are enforceable through a series of elevated tactics as outlined in the Lease Agreement. See appendix A

The landowner shall provide a roster of occupants and the acknowledgement that they have signed and dated the CRR&AG and lease agreement.

Proposed Use Units (Allowable Uses)

UNIT 8: SINGLE-FAMILY DWELLINGS

Single-family detached dwellings located in appropriate residential areas.

UNIT 16: OFFICES, STUDIOS AND RELATED SERVICES

Offices, studios, medical and dental clinics and labs, and other compatible or supporting business services and sales

UNIT 29: HOME OFFICE

A home office of convenience, as opposed to a home occupation, is allowable as an accessory use in a dwelling unit. A home office of convenience is defined as an office use where the resident occupant conducts no business other than by telephone or mail, where no person employed by the resident, and where an office is needed for the purpose of sending and receiving mail, telephone calls, maintaining records, and other similar functions. It is further the intent to regulate the operation of a home office of convenience so that the average neighbor will be unaware of its existence.

Parking

No modifications are being requested from the city's minimum parking requirements. The project will meet the same minimum of two off-street parking spaces per unit that is standard throughout all traditional residential zoning classifications throughout the City of Springdale.

The project is parked at 2.04 spaces per unit which slightly exceeds the required 2 spaces per unit as required by code. Home sites 34-38 and 40-64 each have 2 off street parking spots that are side by side. These are the homes with the parking in front or nearby. The remaining home sites 1-33, 39, 65, 66 will have a driveway besides the home where two cars can be parked, one in front of the other. No resident will have the ability to expand their parking area. Sites 1-24, sites 26-33 and sites 65-67 will all have the option to have a carport. There are 3 visitor parking spaces for the leasing office. The proposed number of vehicles per driveway in similar communities is 1.2 per home. Sites 25, 29, and 39 will not be permitted to have a car port due to utility easement.

PARKING BREAKDOWN:

TWO PARKING SPACES FOR EACH SINGLE-FAMILY HOME
REQUIRED: 68 UNITS X 2 PER UNIT=136 PARKING SPACES
PROVIDED: 145 PARKING SPACES

VISITOR/OFFICE SPACES=9 SPACES

Site Lighting

Each dwelling and accessory building will have an exterior light. All exterior lighting will conform to the City of Springdale's lighting ordinance.

Nearby Local Private/Public Amenities

Dean's Trail
Parson's
Stadium

Northwest Technical Institute
Parson's Hills Elementary
School Jone's Center

Murphy Park
Springdale
Airport Lake
Fayetteville

Botanical Garden of the Ozarks

Other Considerations

Setbacks:

The minimum setbacks proposed with this development shall be 20' from all exterior property lines. There are no interior property lines.

Privacy:

Residential structures will be set back from the project edges by some 25' to 35', exceeding the minimum setback requirements that would be found in a SF-4 zoning designation. The project is buffered on the perimeters by proposed landscaping features and additional vegetation buffering is existing along Dean's Trail on the east side which aids in providing a sense of place and separation.
Height:

The proposed maximum height regulations are identical to the SF-4 allowable height, not to exceed 35 feet.

Project and Construction Phasing:

The project infrastructure is anticipated to be constructed in a single phase while the construction of the homes will come as the building sites are leased to the future homeowners. All construction traffic will enter and exit the site from Ford Avenue. The projected absorption timeline will be 30-48 months

Stormwater Management:

There is a proposed stormwater detention pond located on the north end of the site. The development will adhere to the City of Springdale's stormwater ordinances and drainage manual requirements.

Utilities:

All public and franchise utilities are available to the project site. If necessary, any public utility improvements shall meet the City of Springdale and Springdale Water Utilities specifications. Note that no ductile iron shall be used for public main extensions.

Maintenance

All Lawn care and grounds maintenance will be provided by the community management. All landscaping will meet or exceed the City of Springdale's landscape requirements. Any dead trees planted by the community will be replaced within 30 days.

Trash Service

A community trash receptacle will be available for all residents of the community. The process will evolve as the community is absorbed. We will start with a 4-yard dumpster that is emptied once a week. Once 40-50 homes have been occupied, the rate at which the dumpster will be serviced will increase to twice a week. Once final build out occurs, there will be an increase to two 4- yard dumpsters, or one 6- yard dumpster being emptied twice per week. There will be no individual trash can(s) for each residence.

Sister Project:

To learn more about our developments and who we are please visit our sister project Eagle Homes @ Monte Ne.

<https://www.tinyhomesnwa.com/index.php>

1800 Monte Ne Rogers, AR

APPENDIX A

Community Rules, Regulations & Architectural Guidelines For Eagle Homes on Ford Avenue, Springdale, AR

WHEREAS D & C HOLDINGS, LLC, an Arkansas corporation (hereinafter called “Lessor”), is the lessor of the real property located in the City of Springdale, Washington County, Arkansas (hereinafter called the “Property”) more particularly described as follows: Ford Avenue Small Homes, to the City of Springdale, Arkansas, or Eagle Homes on Ford Avenue.

WHEREAS, Lessor plans to lease the Single-Family Sites to persons who will place thereon a single-family modular homes and desires to impose on the Single-Family Sites mutually beneficial restrictions under a general plan of improvements for the benefit of all Single-Family Sites and future Lessees of the Property.

NOW, THEREFORE, Lessor hereby declares and agrees that community rules, regulations and architectural guidelines hereinafter set forth which are to run with the Single-Family Sites for the purpose of enhancing and protecting their value and desirability and shall benefit and be binding upon all parties and all persons leasing Single Family Sites, and their heirs, personal representatives, successors, and assigns. Any and all contracts, purchase agreements, or leases affecting any Single Family Sites shall be deemed to have these Community Rules, Regulations and Architectural Guidelines incorporated therein by reference, and any and all such contracts, purchase agreements, or deeds affecting any Single Family Sites shall be conclusively held to have been executed, delivered, and accepted with full knowledge of these Community Rules, Regulations and Architectural Guidelines contained herein (“CRR&AG”). Furthermore, it is expressly declared and agreed that these community rules, regulations, and architectural guidelines also benefit the Lessor and future Lessor of the Property because of the interest of the Lessor and such future Lessor in having the entire Property maintained in an attractive manner for the benefit of the Lessor and all tenants leasing Single Family Sites.

INTRODUCTION

To ensure pleasant and enjoyable surroundings, every effort will be made by the Eagle Homes on Ford Avenue Management to make certain that the CRR&AG are reasonable and that the safety and comfort of all homeowners, occupants and guests is not jeopardized. Reasonable, fair and uniform application of these CRR&AG is the committed responsibility of the Eagle Homes on Ford Avenue Management. Any exceptions granted are at the sole discretion of the Eagle Homes on Ford Avenue Management.

DEFINITIONS

“D&C Holdings, LLC” refers to the manager of the Community. “Community” means the Eagle Homes on Ford Avenue in which your home is located and to which these Rules and Regulations apply. “Management” refers to the person(s) retained or contracted by D&C Holdings, LLC to act as the director and on-site manager of the Community. Management is authorized to enforce these Rules and Regulations on behalf of the Community and D&C Holdings, LLC. “Rules and Regulations” refer to the guidelines, conditions and obligations described in this

document, as amended from time to time, which all Residents, family members and their guests must observe. "Homeowners" means any person or persons that enter into a lease agreement with D&C Holdings, LLC and their heirs, successors and assigns.

SITE TERMINATION

Management reserves the right to terminate a site lease for violation of the CRR&AG's. Violations that endanger the wellbeing of other residents or result in criminal convictions for crimes of violence or of a sexual nature are an event of default under your lease and will result in application of the penalties provided in your lease up to and including immediate site lease termination. A pattern of violating the CRR&AG guidelines will result in a site lease termination. Management will provide written warnings prior to the application of the penalties provided in your lease up to and including site termination.

RULES AND REGULATIONS:

Advertising and Soliciting

Advertising, soliciting or delivering handbills by homeowners or unauthorized individuals is prohibited. A commercial enterprise or business that violates local, county or state zoning ordinances is prohibited to conduct business in the Community.

Amenities

Amenities in the Community are maintained as a service to all homeowners and shall be treated with respect. Your cooperation in keeping the facilities clean and serviceable is essential and appreciated. Irregularities in the operation of these amenities should be immediately reported to Management.

Homeowners and their guests using the Community facilities or amenities do so at their own risk. The Community will not be responsible for loss of any kind, injury or accident connected with such use.

Clotheslines

Clotheslines or lines of any kind are prohibited. Towels, rugs, wearing apparel or other forms of laundry of any description are prohibited to be hung outside the home.

Complaints

All complaints regarding the Community, neighbors, staff, etc. shall be made in written form. The Community recommends that homeowners first attempt to resolve any problems or misunderstanding directly by civil and courteous discussion with fellow homeowners and/or Management. If that attempt fails, then residents may submit a written complaint to Management. A response and proposed resolution to the problem will be issued within fifteen (15) days of Management's receipt of your complaint.

Delinquent Lease Fee and/or Additional Service Fee, and Legal Notices

Lease fees, service charges and legal notices shall be in accordance with the current Site Lease.

Exterior Home Cleaning

Entire home exterior, including carports, storage buildings, windows, awnings, shutters and siding must be kept free of dirt, mildew or any other unsightliness.

Fences

Only an approved area next to the house may be fenced unless an exception is made by management. Anyone requesting a fence in the area of their leased site, prior to installation, must submit the plan to management and management reserves the right to approve, alter, or not approve based on the design and / or installation. There may be a need to expand or decrease the width in order to accommodate certain instances determined by management. The fence must be permanent in nature. The size will be determined and approved by management.

Each fence and fenced in area are the sole responsibility of the home owner. Fences are to be maintained (Stain, Paint, Repairs, Etc...) to ensure they do not become unsightly in appearance. Grass and landscaping within the fenced area is the responsibility of the home owner. In addition, the fenced area is to be kept neat and clean. This includes, but is not limited to removal of trash and animal waste.

Materials: The fence will be made of treated or cedar wood, composite wood, vinyl, wrought iron, or decorative rock with the following standards for each.



Wood and Composite Wood: 4 or 5 feet in height with a shadow box application.

Wrought Iron: 4-5 feet and must receive management approval prior to installation.

Decorative Rock: 4-5 feet and the rock must blend with surrounding landscape. No concrete blocks.

Fences or fenced areas not maintained by the homeowner are subject to have the fence removed and the lawn maintained by management.

Firearms

The discharge of any firearm, bow and arrow, slingshot, air gun or any type of weapon that shoots any type of projectile with force is prohibited within the Community.

Firewood

Homeowners with fireplaces may store a quantity of firewood not to exceed one (1) face cord. Firewood shall be stored in a neat and orderly manner at least 6 inches off the ground, outside the home or on a stand constructed of metal or treated lumber. The storage area shall be placed away from public view.

Flag Display

Only appropriate display (Forward facing and or half-staff) of the American flag, the State of Arkansas flag, or U.S. Military Service flags will be permitted. Small (No more than 4'X 4') seasonal horizontally hanging flags on their own ground stand will be permitted.

Garbage and Refuse Pickup

Residents are required to keep their home sites free from health and fire hazards. Community dumpsters are for household bagged garbage only. All trash receptacles, papers and garbage bags shall be stored in a shed, garage, and / or away from public view. Disposable diapers, disinfectant wipes, tampons and sanitary napkins shall be placed in refuse containers (not toilets). Homeowners shall arrange for the removal of large bulky items at their own expense.

Home Address Sign

Home address numbers shall be placed on each permanent home that will comply with 911 standards. Numbers will be furnished and installed by management.

Home Improvements

All structures, storage buildings, porches, decks and concrete work must be approved, in advance of installation, by the Community Management. Homeowners shall not make alterations to the home site without Management's written consent. Management shall be provided a drawing of any proposed home improvements, i.e. awning, shutters, railings, planters, fences, etc.

Home Site

When a home site is leased for the first time (i.e. no home has ever been on the home site), the Community will provide each home site with the following: Underground utility lines to the site for water, electrical, and sewer hookups. Additional concrete work requested by the homeowner will be paid for by the homeowner. Each homeowner shall keep the home site neat and free of litter. Storage under the home or on the site of boxes, cans, bottles, trash, garbage, equipment or objects which constitute a fire or health hazard or an unsightly appearance is prohibited. Outside storage is prohibited around the home site except with management approved structures.

Outdoor type lawn furniture such as wooden picnic tables and chairs, or wrought iron chairs, must be kept on wood, or composite decking, or gravel, or stone, or concrete patio surfaces. Outside furniture shall be kept in good repair and painted. All tools, bikes, toys, etc. shall be kept out of sight or bikes on approved hanging device when not in use. Newspaper boxes shall not be affixed to the home. Garden hoses shall be kept on reels or hangers and shall be attached to the house or shed, or stored inside.

Home Sales and Set-up

Only new homes sold or approved by management qualify for placement on a home site. All homes shall meet the architectural standards set forth under the Community Rules and Regulations. Prospective homeowners are also responsible for contacting all utilities to arrange for electric, telephone, Wi-Fi, and cable TV.

Homeowner Application for Leasing Home Site

All prospective homeowners shall return a signed lease application prior to final purchase of their home. A copy of the homeowner's title or Manufacturer's Certificate of Origin shall be provided to the Community Management office within 60 days after the purchase of home. New homeowners shall sign all move-in documentation at the time of home settlement for home site.

Landscaping

Landscaping outside the metal / rock edging around the home site will be maintained by Management. Individual flower beds, planting boxes, or hanging plants must be approved by Management prior to installation. NOTE: Of necessity, home sites contain extensive underground power cables and buried utilities. Any digging without knowledge and permission of the Community Management could be dangerous. Homeowners will be held liable for any damage. When requesting Community Management approval for additional permanent type landscaping, homeowners MUST provide the Community Management with a sketch and description of the location and depth for which excavation is planned.

Lawns

All lawn care is provided by Management. However, homeowners will maintain and care for all approved planting beds. As a courtesy to other homeowners in the Community, others must not trespass on another homeowner's lawn or home site. Any damage caused to a neighboring site, due to the negligence of homeowner or homeowner's guests, will be the homeowner's responsibility to repair and /or replace. No lawn ornaments, i.e. bird feeder, birdbath or landscape decoration are permitted outside the rock / gravel area immediately surrounding the home. No objects such as trampolines, dog houses, swing sets or like objects are permitted. Any lawn ornament within the beds must be in good taste and management reserves the right to not allow offensive lawn ornaments.

Liability and Home Insurance

It is recommended that each homeowner procure a home comprehensive insurance policy, insuring their home against loss or damage. It is also recommended that each homeowner include liability coverage for personal injuries which may occur around the home site or within the home.

Local Ordinance Enforcement

The City of Springdale, AR, through its officials, has the authority to investigate and/or enforce the Code of Ordinances, of the City of Springdale, AR.

Mailbox

Only Community mail receptacles will be permitted in accordance with U.S. Postal requirements.

Motorcycles, Go-Carts and All-Terrain Vehicles

Motorcycles can be ridden in the Community but only to go to and from a home site by the occupant of that home and/or their guest. Go-carts and all-terrain vehicles are prohibited to be operated within the Community. Vehicles of this type may be kept in the Community as long as they are stored out of sight. Management reserves the right to use such vehicles in the ongoing management of the property.

Noise Control

All homeowners shall respect the rights of others to enjoy the quiet and peaceful use of the Community. The use or presence of excessively loud talking or shouting, abusive language, radios, televisions, stereos, barking dogs, or other disturbing noises is prohibited at all times. Interference with the quiet enjoyment of other homeowners in the Community is just cause for termination of tenancy.

Office Hours

Access to Community Management via phone, text, or email will be 9:00AM – 5:00PM (M-F), except during designated holidays and special occasions.

Parking

Parking on the street is prohibited. All streets must be kept clear for fire, ambulance and emergency vehicles.

Personal Health and Fire Safety

All homeowners and their guests are expected to comply with the following guidelines:

- All homeowners are advised to exercise proper care and safety to help prevent accidents.
- Homeowners are always responsible for the actions of their guests.
- Please take extra care when around any water (drainage areas, etc.) within the Community.
- All homes are to be kept free from fire hazards. For safety, do not store combustible materials under or adjacent to the home or deck.
- Paints, thinners, solvents, industrial and photographic chemicals, and oils should not be disposed of by pouring down the drain. Please dispose of these items in accordance to State Law regarding hazardous materials.
- Adherence to “Stop”, “Speed Limit” and other signs of this nature is required.
- The selling, possession or use of illegal drugs and the driving of vehicles under the influence of drugs or alcohol within the Community is prohibited.
- Maintenance areas are for Community Management staff only and are off limits to homeowners.
- All homeowners are required to obey all Federal, State, & Local Public Safety & Health regulations.

- The homeowner shall keep the house number plainly visible from the street.
- Actions which interfere with the health, safety or welfare of the Community, its employees or homeowners are just cause for termination of tenancy under Arkansas law.

Pest Control

Each resident is responsible for effective extermination measures on their home site to guard against the spread of infestation of insects, mice or other vermin. Feeding of stray or feral animals is prohibited.

Pet Standards

Although we consider our community to be pet-friendly, we consider having pets a serious responsibility. Each lot is allowed to have a total of two small pets 35 lbs. and under or one pet over 35 lbs., as long as the pet rules are followed. Management reserves the right to designate the available sites for dogs over 35 lbs. and to make exceptions to the two-pet rule.

- Pets must have current rabies shots and licenses required by law.
- Pets must not disturb the neighbors or other residences and must sleep in the house at night.
- Pets are not to be bred and no pet offspring is allowed.
- Any time pets are outside in The Community, they must be restrained on a leash no longer than 8 feet long and must be accompanied by a Resident at all times. Wandering cats are not allowed.
- Pets are not to be left outdoors unattended
- Pet owner is responsible for all clean up and removal of feces from their pet inside The Community. Pets are to relieve themselves on the pet owners' site or other areas designated by management. It is never okay for a resident's pet to relieve themselves on another homeowner's site.
- Aggressive behavior by any resident's pet will not be tolerated and the aggressive pet is subject to immediate removal by animal control

Placement of Home and Appurtenances on Home Site

Community Management is responsible for staking the location of home and appurtenances on the home site.

Recreational Equipment

Storage of boats, truck toppers that are not mounted, or trailers of any kind are prohibited. These items shall be kept or stored outside the Community. Only Community Management designated home sites will be allowed to park approved 5th wheel, campers, or motor homes and they will count toward one of the two authorized vehicles per home site. At no time are the 5th Wheel, camper, or motor homes to be used or occupied as either a permanent or temporary residence.

Resale or Transfer of Home

See the applicable home site lease agreement.

Resident/Guest Occupancy and Requirements

1. This is a restricted community of permanent homeowners.
2. Residents are not allowed to have others live in or use their home in their absence, without first obtaining Community Management approval in writing.
3. No home may be occupied by more than 2 persons in 1-bedroom home or 4 persons in a 2-bedroom home.
4. Community Management should be informed if a guest is to stay more than seven days in a calendar month. Frequency of such visits may be limited by Management.
5. Homeowners are required to acquaint all guests with these Community Rules and Regulations. Homeowners are personally responsible for all actions and conduct of their guests and are liable for any property damage caused or contributed to by their guests. Guests who will not abide by the Community Rules and Regulations may be ejected by Community Management via law enforcement.

Right of Entry onto Home Site

The Community Management reserves an easement to enter upon the home site hereby leased at any time for the purpose of installing, inspecting, maintaining or replacing pipes, drainage systems, sewage systems, fences, electric lines, telephone lines, television cables or any other facility, or for the purpose of inspecting any part of the premises in order to determine if the CRR&AG are being observed.

Seasonal Exterior Decorations

All seasonal decorations must be removed from the home site within 30 days following any holiday including all hardware and attachments associated with the decorations.

Signage

To preserve the aesthetic nature of the Community, any signage posted on or about the premises is strictly prohibited. Such prohibited signs shall include, but is not limited to, political signs, advertisements and notices. Homeowners selling their home are permitted to display one (1) "For Sale" sign in the window or on the site being leased. Unauthorized signs shall be removed from the home site. The resident is ultimately responsible for any and all signage on or about their premises regardless of who initially posted such signage.

Snow Removal

The Community Management will only be responsible for snow removal from Community streets. If snow and ice are present, the home owner is responsible for their own safety, do not drive or traverse ground that is snow or ice covered. Removal of snow and ice on driveways, parking areas, sidewalks, steps and patios of the individual home sites is the responsibility of the resident.

Spring Cleanup

Piling of refuse or debris of any kind is not permitted on home sites.

Sublease and / or Termination of Lease

See the applicable home site lease agreement.

Traffic and Vehicle Regulations

All traffic regulations shall be observed and obeyed throughout the Community. All designated mile per hour (MPH) speed limits will be enforced. All other City of Springdale, Washington County and Arkansas State traffic regulations will be enforced in the Community. Homeowners shall be held responsible for actions of their guests. Adherence to all signs such as “Stop”, “5 MPH”, “One-Way”, and other signs of this nature shall be enforced. On-street parking or parking on grass is prohibited.

Utilities - Repairs and Maintenance

The Community shall be responsible for the proper maintenance and repair of all sewer and water service lines below ground level. Homeowners shall be responsible for any damage and repairs above ground. Utility companies such as telephone, TV cable, and electric are responsible for their individual underground lines leading to all home sites. Damage to any below ground improvements caused by homeowner due to malfunctioning heat tapes, plumbing work or digging, will be repaired by the Community Management or its contractor, and the expense for such repair shall be charged to the homeowner. In addition, the cost of repairs becomes that of the homeowner for blockage of a sewer line resulting from items discarded into the sewer by homeowner. If the home site is damaged it must be returned to original condition at homeowner's expense.

Vehicles

Each home site will be allowed a maximum of two (2) vehicles. A camper, motorhome, RV, etc... will count as one vehicle and must be parked on the designated parking spaces provided for each home owner. Vehicles kept on the home site in the Community parking areas shall have current license plates, shall be operable, and not leaking fluid.

Large trucks, such as stake, semi, cement, step-vans, etc. shall not be parked on the home sites or in the Community parking areas. Unattended vehicles, which are “For Sale”, are prohibited to be stored in the Community parking areas. As permitted by law, Management reserves the right to remove parked vehicles in violation of these Rules and Regulations and further reserves the right to remove inoperable vehicles or vehicles without current license plates or tags. All costs for such removal shall be paid for by the homeowner.

Vehicle Washing and Repairing

Vehicles may be washed on home site driveways. Loud exhausts and flat tires shall be repaired within 7 days. Minor repairing of vehicles, such as changing tires, spark plugs, fan belts, battery charging, etc. is permitted. Vehicles must not be put on ramps or blocks. Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, body refinishing, etc. are prohibited. Vehicles dripping oil or other fluids shall be repaired within 7 days. Any unsightly deposits shall be completely removed within 96 hours. If not completed within 96 hours, management will have it professionally cleaned at the homeowner's expense.

Water Service

Water service is provided and monitored by the Community Management. Excessive water use will be paid for by the homeowner.

Window Treatments / Outdoor Drapes

Only curtains, blinds or shades may be used as window treatments. The use of sheets, blankets, newspapers, foil or other like materials in windows is prohibited. Broken windows shall be immediately repaired or replaced within ten (10) days of occurrence.

The standard for outdoor drapes is as follows: They must be designed to withstand outdoor conditions. The design should complement the exterior look of the house with a neutral color scheme. The rod to hold the drapes should not be flexible and should be installed in a manner to withstand outdoor conditions

Winterizing the Home

Temporary, exterior attachments of any nature are prohibited. Homes left vacant for extended periods during the winter months should be winterized by a licensed and insured service company. A water supply protection device such as heat tape may be installed by the homeowner. Damage caused to water lines due to negligence shall be repaired at homeowner's expense.

ARCHITECTURAL GUIDELINES FOR PERMANENT HOMES

In order to preserve the quality and consistency of the homes in Eagle Homes on Ford Avenue, a list of architectural controls have been established for any home which is to be placed in the Community. The final decision as to a home's acceptability for placement in the Community rests solely with the Management in its discretion. The architectural controls include the following:

Home Size - Only single wide homes are permitted. Minimum width for single section homes will be 15 feet and the minimum single section length will be 32 feet (Including Porch).

Roof Pitch and Materials - Homes shall have a pitched roof. The roofing material shall be composite shingles or metal. The color of the shingles must be approved by Community Management.

Home Set - Homes shall have the lowest possible set as determined by the requirements of the manufacturer.

Siding Materials and Colors - All homes shall have cement siding or similar materials. Exterior siding, trim, accents, and shutter colors must be approved by Community Management.

Foundation Fascia - All homes must be skirted/enclosed with masonry and all skirting will be installed by management and comply with any local ordinances

Patios, Porches and Decks - Patios, porches and decks are encouraged. All plans shall be submitted to Community Management for written approval prior to installation.

Storage Buildings - Only one (1) storage building, no larger than 120 square feet, shall be permitted for approved home sites. This building must be integrally incorporated, kept in good repair, and orderly condition at all times. All storage buildings will have a maintenance free exterior. Storage buildings must be set on a concrete or gravel base. Storage buildings and their location must be in compliance with Springdale City ordinance and approved by Community Management prior to installation.

Transportation Systems - Hitches, tongues, axles, and wheels shall be removed. Community Management will dispose of wheels and axles unless home owner requests to dispose of themselves. Such removed equipment shall not be stored on site for more than thirty (30) days pending disposal.

Windows and Exterior Doors - Windows shall have self-storing screens. Front entry doors shall be multi-paneled steel insulated doors with or without windows.

Utility Connections - Utility connections for electrical, water, and sewer within the home are the sole responsibility of the homeowner. All such connections are to be maintained in a good, safe and leak proof condition at all times. Approved piping shall be used for any water line. Any tampering or altering of these connections by anyone other than licensed personnel is strictly forbidden. The outside main electrical line to the home shall meet local code. All sewer connections from the home to the sewer riser shall meet local building code. Water service to the home shall be connected by approved piping in accordance with City Code. Any service work done on the utilities must be done by the utility company or a licensed service company. Water lines will be wrapped with electric heat tape. Damage caused to water meter or Community water lines due to homeowner's negligence shall be repaired at the expense of the homeowner.

Fire Safety - Homes shall have working smoke detectors.

Antennas and Satellite Dishes - Digital satellite systems are allowed under the following conditions: The satellite dishes must be less than 36 inches in diameter, the dish must be placed on the home or in an unobtrusive place and approved by Community Management. T.V., CB or HAM radio antennas or towers are not permitted.

Wi-Fi and Cable Television Hook-ups - Installation of television cable is the responsibility of the homeowner. The local cable company will advise you of the services available and costs.

Wheelchair Ramps - All plans must be submitted to Community Management for written approval prior to installation.

Steps – All steps will be installed by management and materials may be of treated wood, engineered wood, painted steel, or concrete.

COMMUNITY MANAGEMENT NOTIFICATIONS AND RESPONSE

Community Management will respond within 15 days of Homeowner’s request.

AMENDMENT OR MODIFICATION

The restrictions contained herein may at any time be altered, amended or modified by the Owner at any time.

IN CONCLUSION

The Community is not responsible for accidents or injuries to homeowners, their family members or guests, which may occur within the Community, unless as a result of Management’s failure to perform any duty or negligent performance of a duty imposed by law. Furthermore, liability for, damaged or lost property resulting from fire, theft, wind, floods or any other act of God, which is beyond the control of Management, is also specifically disclaimed unless the result of Management’s failure to perform a duty or negligent performance of a duty as imposed by law. We thank you for selecting the Eagle Homes on Ford Avenue for your residence and hope that it will be an enjoyable and rewarding lifestyle.

Executed as of this ____ day of _____, 20____.

D&C Holdings, LLC Dave and Chris Gallo

Resident (s) _____

EAGLE HOMES FORD AVENUE

Another

 **Eagle
Homes**

Community



Owner:
EDH Investments, LLC
D&C Holdings, LLC
PO Box 1549
Springdale, AR 72765

Civil Engineering:
Swope Engineering
7 N Halsted Circle, Suite #210
Rogers, AR 72756



Project Description

Eagle Homes Ford Ave. PUD

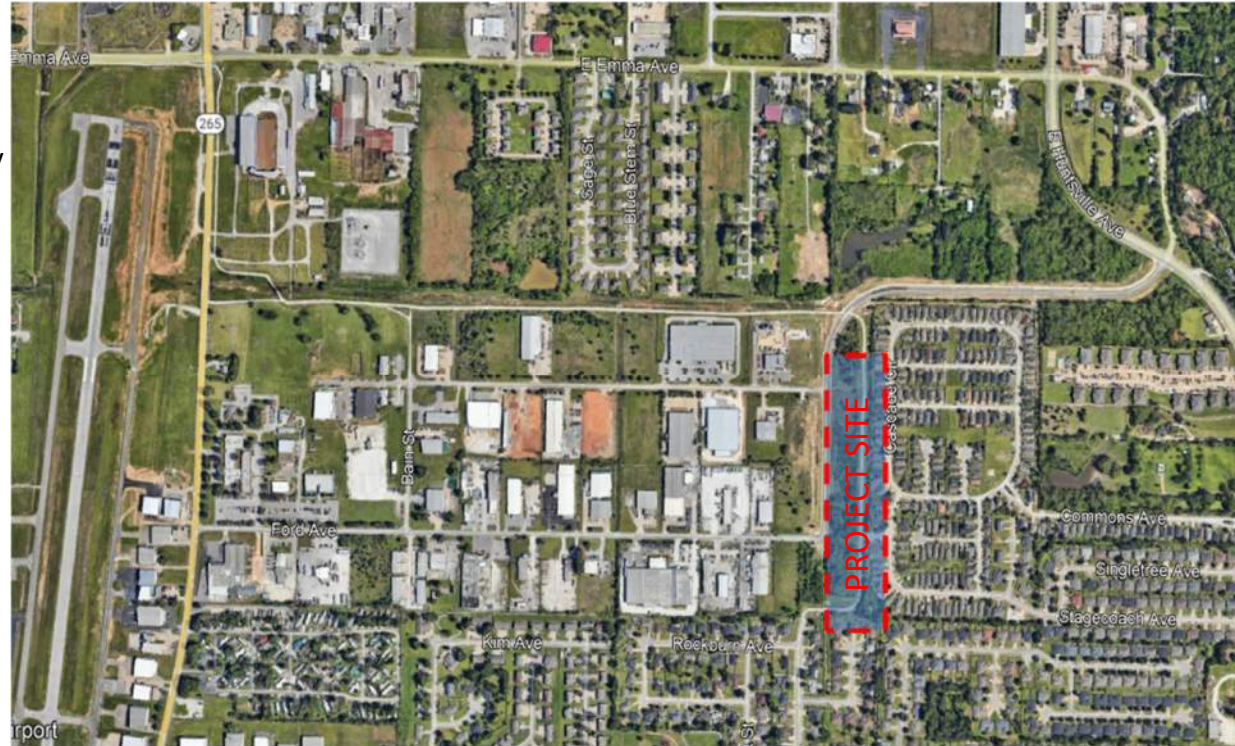
EDH Investments, LLC and D&C Holdings, LLC propose a Planned Unit Development (PUD) on 10.58 acres containing 67 single-family modular homes and a leasing office and small maintenance building along Ford Avenue in Springdale, Arkansas, known as Eagle Homes Ford Avenue. This unique and innovative small scale single-family residential neighborhood is poised to be situated on a narrow piece of land in east Springdale has more than a quarter mile of frontage along Ford Avenue on its western side and the same amount of frontage along Dean's Trail on its eastern side. This creates a wonderful opportunity to capitalize on vehicular accessibility and alternate modes of transportation for those that choose to live, work and recreate in this vibrant sector of the city. Some of the nearby entertainment venues (Parson's Stadium), large and small employers, educational institutions (Northwest Technical Institute), recreational opportunities (Jones Center) and its proximity to the Springdale Airport are just some of the local amenities centrally located to the project.

Eagle Homes Ford Avenue will be a land lease small home community. This model allows for a well-maintained and structured community with architectural guidelines and on-site management. All the homes are single-bedroom and single bathroom that range in cost from \$95,000 to \$120,000. The land lease ranges from \$380 to \$450 per month and is subject to final project cost.

The proposal of small homes will further the City's goal for appropriate infill development by bringing new housing formats not currently available in the area.

Design elements like carports instead of garages, low maintenance yards, and shared greenspace/common areas cater to the modern market demands of several demographics. The smaller homes, owner-managed development, interior parking layout, and the location of Dean's trail along the eastern side of the subject property all assist to create a transition between the existing single subdivision to the east and Ford Avenue to the north and west.

The Planned Unit Development approach allows for the tailoring of the property and proposed structures while allowing for the incorporation of greenspaces, common areas and place making efforts. Building styles and exterior building materials are presented in the attached documentation.



Relation to Existing & Surrounding Uses

The proposed project will involve three unplatted parcels (815-30477-000, 815-30478-000, & 815-30479-000) totaling approximately +/-10.58 acres. The property is served by existing water, sewer, and electric facilities available on or immediately Adjacent to the subject property. The property is on the east side of Ford Avenue, a 2-lane public road with a center turn lane and existing sidewalks on both sides. The project proposes two points of access onto Ford Avenue that will meet the required spacing and width of the development code.

The adjacent subdivision to the east of the proposed development is also zoned PUD and consists of detached single-family homes on lots averaging 0.14 acres.

The impact on existing neighborhoods is minimized by the existing natural buffer along the proposed developments eastern property line as well as Dean's Trail which runs the entire length of the eastern property line. The placement of a proposed private drive and parking in the central interior of the site also helps to minimize any impacts to the surrounding neighborhoods. No road connections are being proposed to connect to the existing Butterfly Gardens subdivision to the east.

All of the existing properties to the west are zoned I-1, Light Industrial and are being utilized as such. Property to the north is zoned A-1, Agriculture and is currently undeveloped while the small portion of the property abutting the project's southern boundary is zone MF-4, Low/Medium Density Multifamily Residential.



Eagle Homes Ford Ave. PUD



The Jones Center



Parsons Stadium



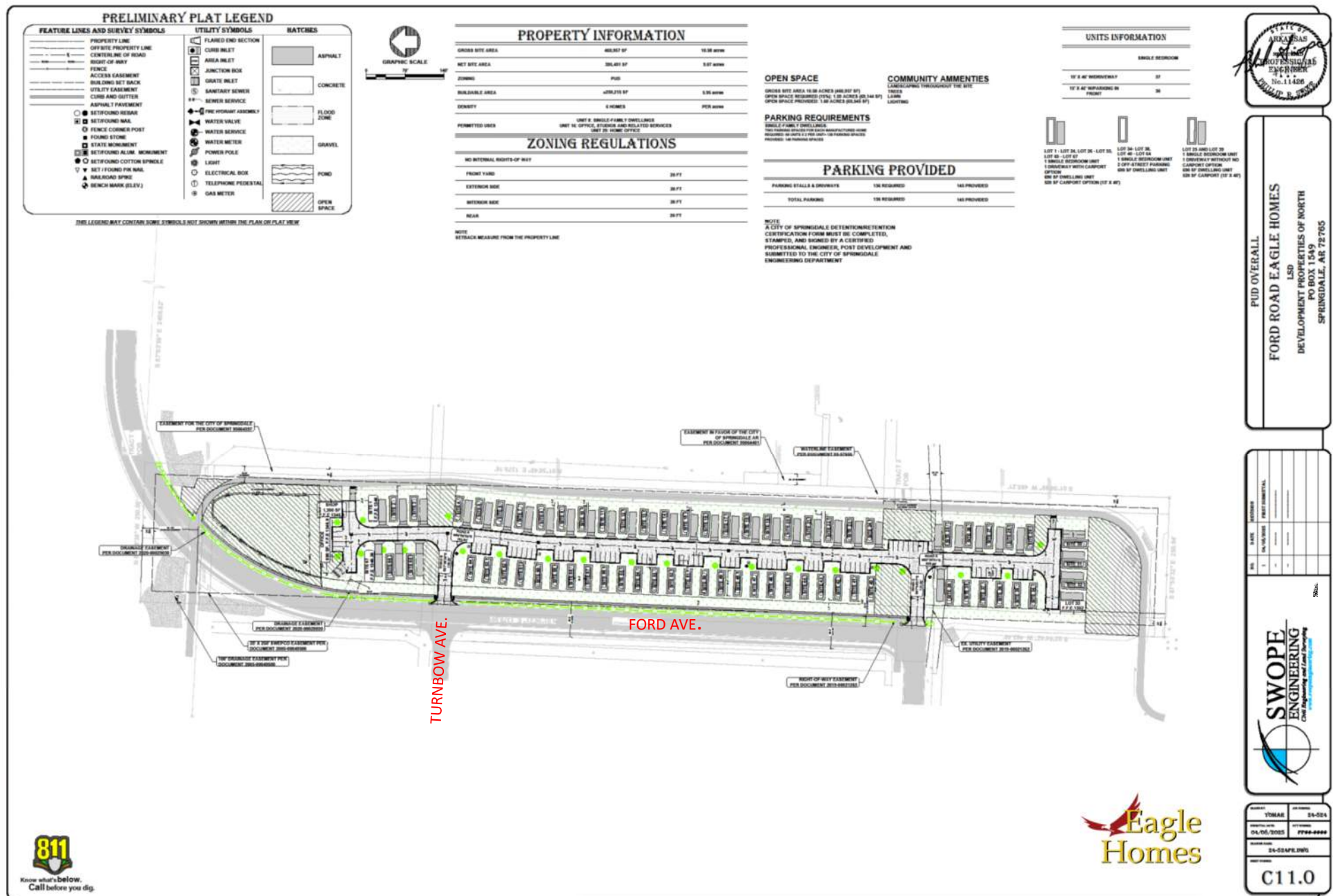
Northwest Technical Institute

Site Master Plan



*Site Plan for illustration purposes, please see engineering documents for more technical design information

Eagle Homes Ford Ave. PUD



Description of Proposed Residential Land Uses

Eagle Homes Ford Ave. PUD

Residential Density:

The maximum overall residential density will be 6.2 units per acre which is similar to the adjacent subdivision to the east with a density of 6.0 units per acre.

Private Streets:

The private street will be the same section as the Springdale Local Street section. The width of the proposed private street will be 24' face of curb to face of curb and 26' back of curb to back of curb, with modified curb.

Building Standards:

The homes shall be modular homes built under the international building code and inspected by a third party. The exterior materials shall be cement panel, LP, or similar siding (No vinyl siding), metal roof or architectural shingles, and have a cement split face block skirting. Trim and accent walls may be wood, cedar wood, or faux stone. Each home shall be a minimum of 15 feet wide and have a sprinkler system installed.

Like the homes, the leasing office will be modular and will be used as a model home with sales samples and an office for the community management.

The maintenance building will be separate from but adjacent to the leasing office and will be constructed of 24 gauge panel metal. This building will be used for the long-term maintenance of the project and to store items used in the home set up and driveways during the construction phase.

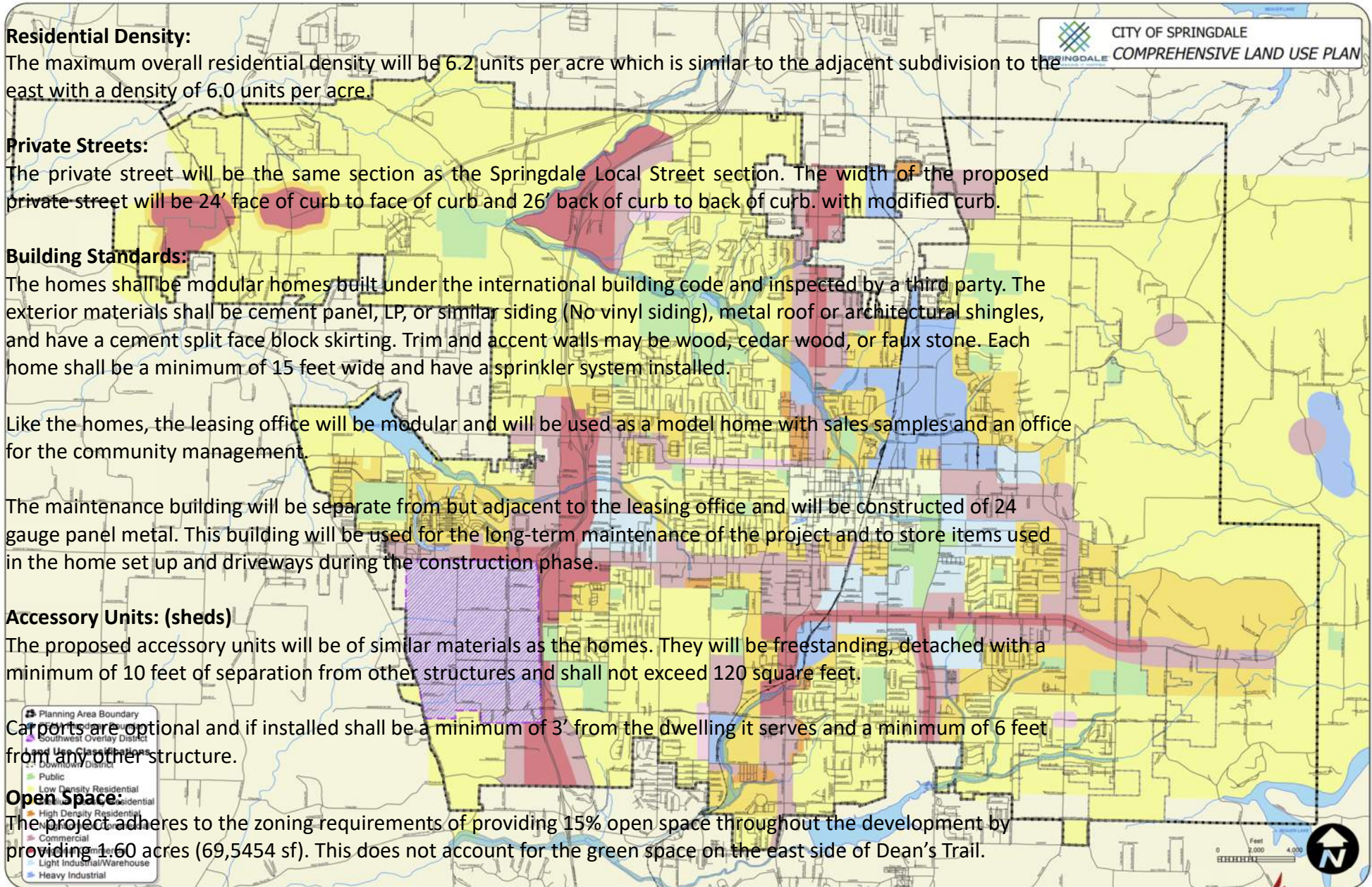
Accessory Units: (sheds)

The proposed accessory units will be of similar materials as the homes. They will be freestanding, detached with a minimum of 10 feet of separation from other structures and shall not exceed 120 square feet.

Carports are optional and if installed shall be a minimum of 3' from the dwelling it serves and a minimum of 6 feet from any other structure.

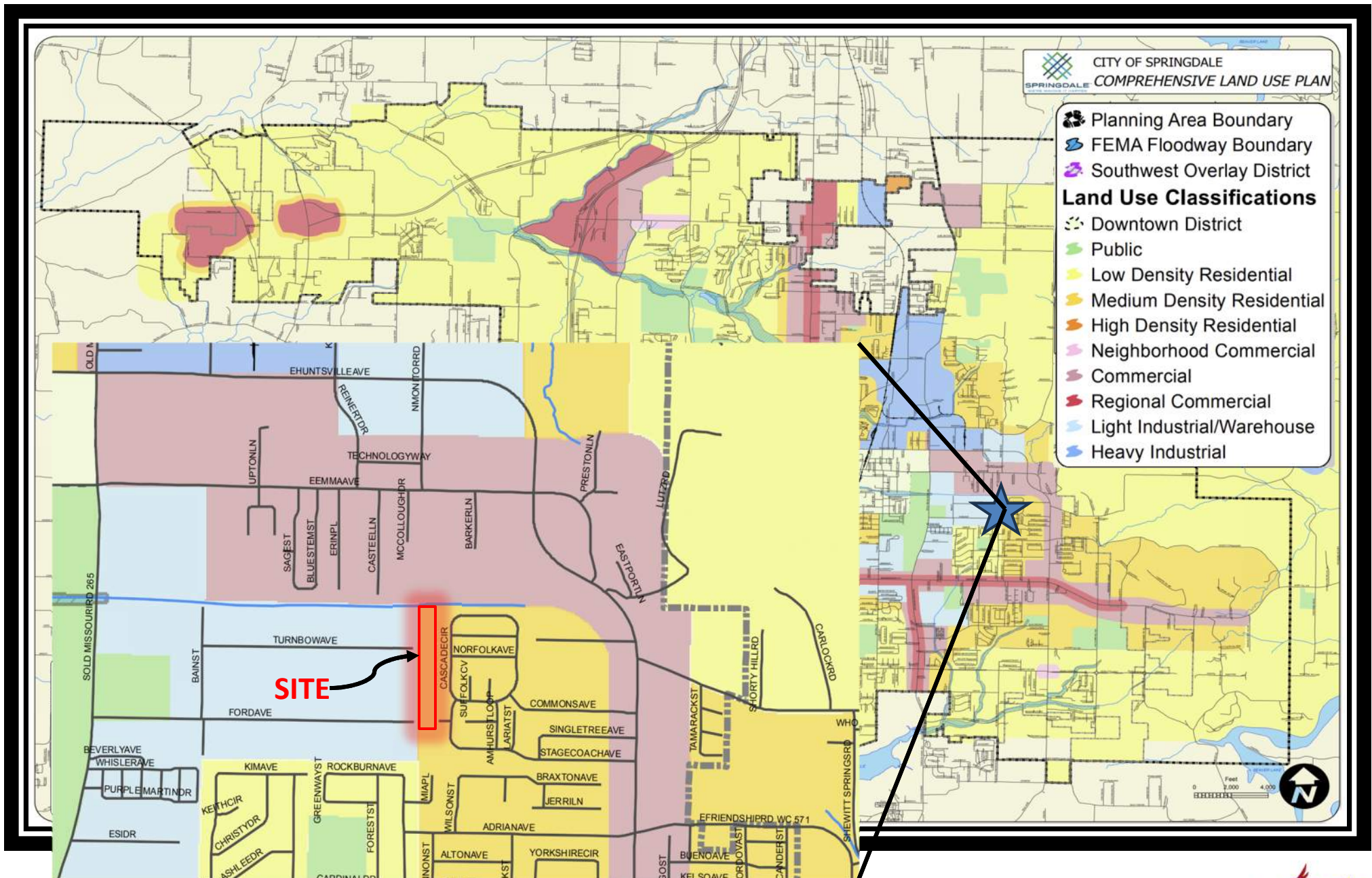
Open Space:

The project adheres to the zoning requirements of providing 15% open space throughout the development by providing 1.60 acres (69,545 sf). This does not account for the green space on the east side of Dean's Trail.



City of Springdale Future Land Use Map

Eagle Homes Ford Ave. PUD



The Community Rules, Regulations & Architectural Guidelines (CRR&AG) and On-site Management

Eagle Homes Ford Ave. PUD

The CRR&AG shall be signed prior to occupancy and are enforceable through a series of elevated tactics as outlined in the Lease Agreement. (See appendix A)

The landowner shall provide a roster of occupants and the acknowledgement that they have signed and dated the CRR&AG and lease agreement.



Proposed Use Units (Allowable Uses)

UNIT 8: SINGLE-FAMILY DWELLINGS

Single-family detached dwellings located in appropriate residential areas.

UNIT 16: OFFICES, STUDIOS AND RELATED SERVICES

Offices, studios, medical and dental clinics and labs, and other compatible or supporting business services and sales

UNIT 29: HOME OFFICE

A home office of convenience, as opposed to a home occupation, is allowable as an accessory use in a dwelling unit. A home office of convenience is defined as an office use where the resident occupant conducts no business other than by telephone or mail, where no person employed by the resident, and where an office is needed for the purpose of sending and receiving mail, telephone calls, maintaining records, and other similar functions. It is further the intent to regulate the operation of a home office of convenience so that the average neighbor will be unaware of its existence.

Eagle Homes Ford Ave. PUD



Parking

Eagle Homes Ford Ave. PUD

No modifications are being requested from the city's minimum parking requirements. The project will meet the same minimum of two off-street parking spaces per unit that is standard throughout all traditional residential zoning classifications throughout the City of Springdale.

The project is parked at 2.04 spaces per unit which slightly exceeds the required 2 spaces per unit as required by code. Home sites 34-38 and 40-64 each have 2 off street parking spots that are side by side. These are the homes with the parking in front or nearby. The remaining home sites 1-33, 39, 65, 66 will have a driveway besides the home where two cars can be parked, one in front of the other. No resident will have the ability to expand their parking area. Sites 1-24, sites 26-33 and sites 65-67 will all have the option to have a carport. There are 3 visitor parking spaces for the leasing office. The proposed number of vehicles per driveway in similar communities is 1.2 per home. Sites 25, 29, and 39 will not be permitted to have a car port due to utility easement.

PARKING BREAKDOWN:
TWO PARKING SPACES FOR EACH SINGLE-FAMILY HOME
REQUIRED: 68 UNITS X 2 PER UNIT=136 PARKING
SPACES PROVIDED: 145 PARKING SPACES
VISITOR/OFFICE SPACES=9 SPACES



Site Lighting

Each dwelling and accessory building will have an exterior light. All exterior lighting will conform to the City of Springdale's lighting ordinance.



Other Considerations

Eagle Homes Ford Ave. PUD

Setbacks:

The minimum setbacks proposed with this development shall be 20' from all exterior property lines. There are no interior property lines.

Privacy:

Residential structures will be set back from the project edges by some 25' to 35', exceeding the minimum setback requirements that would be found in a SF-4 zoning designation. The project is buffered on the perimeters by proposed landscaping features and additional vegetation buffering is existing along Dean's Trail on the east side which aids in providing a sense of place and separation.

Height:

The proposed maximum height regulations are identical to the SF-4 allowable height, not to exceed 35 feet. All proposed structures are single story.

Project and Construction Phasing:

The project infrastructure is anticipated to be constructed in a single phase while the construction of the homes will come as the building sites are leased to the future homeowners.

Stormwater Management:

There is a proposed stormwater detention pond located on the north end of the site. The development will adhere to the City of Springdale's stormwater ordinances and drainage manual requirements.



Other Considerations

Eagle Homes Ford Ave. PUD

Setbacks:

The minimum setbacks proposed with this development shall be 20' from all exterior property lines. There are no interior property lines.

Privacy:

Residential structures will be set back from the project edges by some 25' to 35', exceeding the minimum setback requirements that would be found in a SF-4 zoning designation. The project is buffered on the perimeters by proposed landscaping features and additional vegetation buffering is existing along Dean's Trail on the east side which aids in providing a sense of place and separation. Height:

The proposed maximum height regulations are identical to the SF-4 allowable height, not to exceed 35 feet.

Project and Construction Phasing:

The project infrastructure is anticipated to be constructed in a single phase while the construction of the homes will come as the building sites are leased to the future homeowners. All construction traffic will enter and exit the site from Ford Avenue. The projected absorption timeline will be 30-48 months

Stormwater Management:

There is a proposed stormwater detention pond located on the north end of the site. The development will adhere to the City of Springdale's stormwater ordinances and drainage manual requirements.



Other Considerations (continued)

Eagle Homes Ford Ave. PUD

Utilities:

All public and franchise utilities are available to the project site. If necessary, any public utility improvements shall meet the City of Springdale and Springdale Water Utilities specifications. Note that no ductile iron shall be used for public main extensions.

Maintenance

All Lawn care and grounds maintenance will be provided by the community management. All landscaping will meet or exceed the City of Springdale's landscape requirements. Any dead trees planted by the community will be replaced within 30 days.

Trash Service

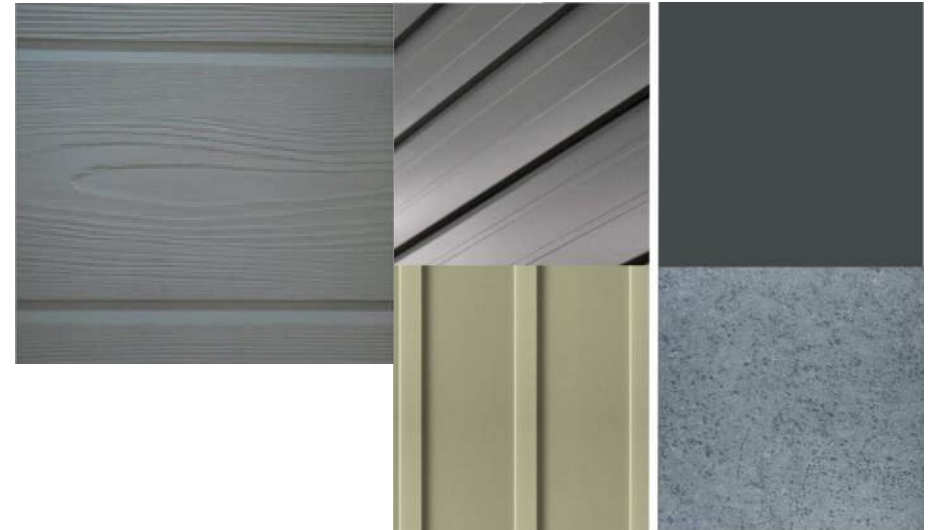
A community trash receptacle will be available for all residents of the community. The process will evolve as the community is absorbed. We will start with a 4-yard dumpster that is emptied once a week. Once 40-50 homes have been occupied, the rate at which the dumpster will be serviced will increase to twice a week. Once final build out occurs, there will be an increase to two 4- yard dumpsters, or one 6-yard dumpster being emptied twice per week. There will be no individual trash can(s) for each residence.



Exterior Materials

Eagle Homes Ford Ave. PUD

The homes shall be modular homes built under the international building code and inspected by a third party. The exterior shall be cement panel, LP cement fiber board siding, or similar siding (No vinyl siding), metal roof or architectural shingles, and have a cement split face block skirting. Trim and accent walls may be wood, cedar wood, or faux stone.



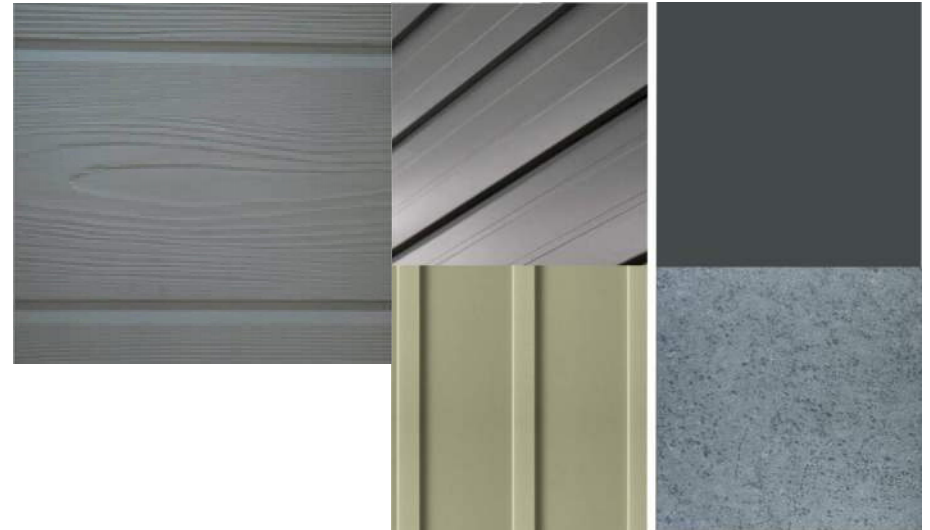
Sister Project

To learn more about our developments and who we are please visit our sister project Eagle Homes @ Monte Ne.

<https://www.tinyhomesnwa.com/index.php>

1800 Monte Ne Rogers, AR

Eagle Homes Ford Ave. PUD



APPENDIX A

Community Rules, Regulations & Architectural Guidelines For Eagle Homes on Ford Avenue, Springdale, AR

WHEREAS D & C HOLDINGS, LLC, an Arkansas corporation (hereinafter called “**Lessor**”), is the **lessor** of the real property located in the City of Springdale, Washington County, Arkansas (hereinafter called the “Property”) more particularly described as follows: Ford Avenue Small Homes, to the City of Springdale, Arkansas, or Eagle Homes on Ford Avenue.

WHEREAS, Lessor plans to lease the Single-Family Sites to persons who will place thereon a single-family **modular** homes and desires to impose on the Single-Family Sites mutually beneficial restrictions under a general plan of improvements for the benefit of all Single-Family Sites and future Lessees of the Property.

NOW, THEREFORE, **Lessor** hereby declares and agrees that community rules, regulations and architectural guidelines hereinafter set forth which are to run with the Single-Family Sites for the purpose of enhancing and protecting their value and desirability and shall benefit and be binding upon all parties and all persons leasing Single Family Sites, and their heirs, personal representatives, successors, and assigns. Any and all contracts, purchase agreements, or leases affecting any Single Family Sites shall be deemed to have these Community Rules, Regulations and Architectural Guidelines incorporated therein by reference, and any and all such contracts, purchase agreements, or deeds affecting any Single Family Sites shall be conclusively held to have been executed, delivered, and accepted with full knowledge of these Community Rules, Regulations and Architectural Guidelines contained herein (“CRR&AG”). Furthermore, it is expressly declared and agreed that these community rules, regulations, and architectural guidelines also benefit the **Lessor** and future **Lessor** of the Property because of the interest of the **Lessor** and such future **Lessor** in having the entire Property maintained in an attractive manner for the benefit of the **Lessor** and all tenants leasing Single Family Sites.

INTRODUCTION

To ensure pleasant and enjoyable surroundings, every effort will be made by the Eagle Homes on Ford Avenue Management to make certain that the CRR&AG are reasonable and that the safety and comfort of all homeowners, occupants and guests is not jeopardized. Reasonable, fair and uniform application of these CRR&AG is the committed responsibility of the Eagle Homes on Ford Avenue Management. Any exceptions granted are at the sole discretion of the Eagle Homes on Ford Avenue Management.



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DEFINITIONS

“D&C Holdings, LLC” refers to the manager of the Community. “Community” means the Eagle Homes on Ford Avenue in which your home is located and to which these Rules and Regulations apply. “Management” refers to the person(s) retained or contracted by D&C Holdings, LLC to act as the director and on-site manager of the Community. Management is authorized to enforce these Rules and Regulations on behalf of the Community and D&C Holdings, LLC. “Rules and Regulations” refer to the guidelines, conditions and obligations described in this document, as amended from time to time, which all Residents, family members and their guests must observe. “Homeowners” means any person or persons that enter into a lease agreement with D&C Holdings, LLC and their heirs, successors and assigns.

SITE TERMINATION

Management reserves the right to terminate a site lease for violation of the CRR&AG’s. Violations that endanger the wellbeing of other residents or result in criminal convictions for crimes of violence or of a sexual nature are an event of default under your lease and will result in application of the penalties provided in your lease up to and including immediate site lease termination. A pattern of violating the CRR&AG guidelines will result in a site lease termination. Management will provide written warnings prior to the application of the penalties provided in your lease up to and including site termination.

RULES AND REGULATIONS:

Advertising and Soliciting

Advertising, soliciting or delivering handbills by homeowners or unauthorized individuals is prohibited. A commercial enterprise or business that violates local, county or state zoning ordinances is prohibited to conduct business in the Community.



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Amenities

Amenities in the Community are maintained as a service to all homeowners and shall be treated with respect. Your cooperation in keeping the facilities clean and serviceable is essential and appreciated. Irregularities in the operation of these amenities should be immediately reported to Management.

Homeowners and their guests using the Community facilities or amenities do so at their own risk. The Community will not be responsible for loss of any kind, injury or accident connected with such use.

Clotheslines

Clotheslines or lines of any kind are prohibited. Towels, rugs, wearing apparel or other forms of laundry of any description are prohibited to be hung outside the home.

Complaints

All complaints regarding the Community, neighbors, staff, etc. shall be made in written form. The Community recommends that homeowners first attempt to resolve any problems or misunderstanding directly by civil and courteous discussion with fellow homeowners and/or Management. If that attempt fails, then residents may submit a written complaint to Management. A response and proposed resolution to the problem will be issued within fifteen (15) days of Management's receipt of your complaint.

Delinquent Lease Fee and/or Additional Service Fee, and Legal Notices

Lease fees, service charges and legal notices shall be in accordance with the current Site Lease.

Exterior Home Cleaning

Entire home exterior, including carports, storage buildings, windows, awnings, shutters and siding must be kept free of dirt, mildew or any other unsightliness.



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Fences

Only an approved area next to the house may be fenced unless an exception is made by management. Anyone requesting a fence in the area of their leased site, prior to installation, must submit the plan to management and management reserves the right to approve, alter, or not approve based on the design and / or installation. There may be a need to expand or decrease the width in order to accommodate certain instances determined by management. The fence must be permanent in nature. The size will be determined and approved by management.

Each fence and fenced in area are the sole responsibility of the home owner. Fences are to be maintained (Stain, Paint, Repairs, Etc...) to ensure they do not become unsightly in appearance. Grass and landscaping within the fenced area is the responsibility of the home owner. In addition, the fenced area is to be kept neat and clean. This includes, but is not limited to removal of trash and animal waste.

Materials: The fence will be made of treated or cedar wood, composite wood, vinyl, wrought iron, or decorative rock with the following standards for each.

Wood and Composite Wood: 4 or 5 feet in height with a shadow box application.

Wrought Iron: 4-5 feet and must receive management approval prior to installation.

Decorative Rock: 4-5 feet and the rock must blend with surrounding landscape. No concrete blocks.

Fences or fenced areas not maintained by the homeowner are subject to have the fence removed and the lawn maintained by management.

Firearms

The discharge of any firearm, bow and arrow, slingshot, air gun or any type of weapon that shoots any type of projectile with force is prohibited within the Community.

Firewood

Homeowners with fireplaces may store a quantity of firewood not to exceed one (1) face cord. Firewood shall be stored in a neat and orderly manner at least 6 inches off the ground, outside the home or on a stand constructed of metal or treated lumber. The storage area shall be placed away from public view.



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Flag Display

Only appropriate display (Forward facing and or half-staff) of the American flag, the State of Arkansas flag, or U.S. Military Service flags will be permitted. Small (No more than 4'X 4') seasonal horizontally hanging flags on their own ground stand will be permitted.

Garbage and Refuse Pickup

Residents are required to keep their home sites free from health and fire hazards. Community dumpsters are for household bagged garbage only. All trash receptacles, papers and garbage bags shall be stored in a shed, garage, and / or away from public view. Disposable diapers, disinfectant wipes, tampons and sanitary napkins shall be placed in refuse containers (not toilets). Homeowners shall arrange for the removal of large bulky items at their own expense.

Home Address Sign

Home address numbers shall be placed on each permanent home that will comply with 911 standards. Numbers will be furnished and installed by management.

Home Improvements

All structures, storage buildings, porches, decks and concrete work must be approved, in advance of installation, by the Community Management. Homeowners shall not make alterations to the home site without Management's written consent. Management shall be provided a drawing of any proposed home improvements, i.e. awning, shutters, railings, planters, fences, etc.

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Home Site

When a home site is leased for the first time (i.e. no home has ever been on the home site), the Community will provide each home site with the following: Underground utility lines to the site for water, electrical, and sewer hookups. Additional concrete work requested by the homeowner will be paid for by the homeowner. Each homeowner shall keep the home site neat and free of litter. Storage under the home or on the site of boxes, cans, bottles, trash, garbage, equipment or objects which constitute a fire or health hazard or an unsightly appearance is prohibited.

Outside storage is prohibited around the home site except with management approved structures.

Outdoor type lawn furniture such as wooden picnic tables and chairs, or wrought iron chairs, must be kept on wood, or composite decking, or gravel, or stone, or concrete patio surfaces. Outside furniture shall be kept in good repair and painted. All tools, bikes, toys, etc. shall be kept out of sight or bikes on approved hanging device when not in use. Newspaper boxes shall not be affixed to the home. Garden hoses shall be kept on reels or hangers and shall be attached to the house or shed, or stored inside.

Home Sales and Set-up

Only new homes sold or approved by management qualify for placement on a home site. All homes shall meet the architectural standards set forth under the Community Rules and Regulations. Prospective homeowners are also responsible for contacting all utilities to arrange for electric, telephone, Wi-Fi, and cable TV.

Homeowner Application for Leasing Home Site

All prospective homeowners shall return a signed lease application prior to final purchase of their home. A copy of the homeowner's title or Manufacturer's Certificate of Origin shall be provided to the Community Management office within 60 days after the purchase of home. New homeowners shall sign all move-in documentation at the time of home settlement for home site.

Landscaping

Landscaping outside the metal / rock edging around the home site will be maintained by Management. Individual flower beds, planting boxes, or hanging plants must be approved by Management prior to installation. NOTE: Of necessity, home sites contain extensive underground power cables and buried utilities. Any digging without knowledge and permission of the Community Management could be dangerous. Homeowners will be held liable for any damage. When requesting Community Management approval for additional permanent type landscaping, homeowners MUST provide the Community Management with a sketch and description of the location and depth for which excavation is planned.



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Lawns

All lawn care is provided by Management. However, homeowners will maintain and care for all approved planting beds. As a courtesy to other homeowners in the Community, others must not trespass on another homeowner's lawn or home site. Any damage caused to a neighboring site, due to the negligence of homeowner or homeowner's guests, will be the homeowner's responsibility to repair and /or replace. No lawn ornaments, i.e. bird feeder, birdbath or landscape decoration are permitted outside the rock / gravel area immediately surrounding the home. No objects such as trampolines, dog houses, swing sets or like objects are permitted. Any lawn ornament within the beds must be in good taste and management reserves the right to not allow offensive lawn ornaments.

Liability and Home Insurance

It is recommended that each homeowner procure a home comprehensive insurance policy, insuring their home against loss or damage. It is also recommended that each homeowner include liability coverage for personal injuries which may occur around the home site or within the home.

Local Ordinance Enforcement

The City of Springdale, AR, through its officials, has the authority to investigate and/or enforce the Code of Ordinances, of the City of Springdale, AR.

Mailbox

Only Community mail receptacles will be permitted in accordance with U.S. Postal requirements.

Motorcycles, Go-Carts and All-Terrain Vehicles

Motorcycles can be ridden in the Community but only to go to and from a home site by the occupant of that home and/or their guest. Go-carts and all-terrain vehicles are prohibited to be operated within the Community. Vehicles of this type may be kept in the Community as long as they are stored out of sight. Management reserves the right to use such vehicles in the ongoing management of the property.



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Noise Control

All homeowners shall respect the rights of others to enjoy the quiet and peaceful use of the Community. The use or presence of excessively loud talking or shouting, abusive language, radios, televisions, stereos, barking dogs, or other disturbing noises is prohibited at all times. Interference with the quiet enjoyment of other homeowners in the Community is just cause for termination of tenancy.

Office Hours

Access to Community Management via phone, text, or email will be 9:00AM – 5:00PM (M-F), except during designated holidays and special occasions.

Personal Health and Fire Safety

All homeowners and their guests are expected to comply with the following guidelines:

- All homeowners are advised to exercise proper care and safety to help prevent accidents.
- Homeowners are always responsible for the actions of their guests.
- Please take extra care when around any water (drainage areas, etc.) within the Community.
- All homes are to be kept free from fire hazards. For safety, do not store combustible materials under or adjacent to the home or deck.
- Paints, thinners, solvents, industrial and photographic chemicals, and oils should not be disposed of by pouring down the drain. Please dispose of these items in accordance to State Law regarding hazardous materials.
- Adherence to “Stop”, “Speed Limit” and other signs of this nature is required.
- The selling, possession or use of illegal drugs and the driving of vehicles under the influence of drugs or alcohol within the Community is prohibited.
- Maintenance areas are for Community Management staff only and are off limits to homeowners.
- All homeowners are required to obey all Federal, State, & Local Public Safety & Health regulations.
- The homeowner shall keep the house number plainly visible from the street.
- Actions which interfere with the health, safety or welfare of the Community, its employees or homeowners are just cause for termination of tenancy under Arkansas law.

Parking

Parking on the street is prohibited. All streets must be kept clear for fire, ambulance and emergency vehicles.



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Pest Control

Each resident is responsible for effective extermination measures on their home site to guard against the spread of infestation of insects, mice or other vermin. Feeding of stray or feral animals is prohibited.

Pet Standards

Although we consider our community to be pet-friendly, we consider having pets a serious responsibility. Each lot is allowed to have a total of two small pets 35 lbs. and under or one pet over 35 lbs., as long as the pet rules are followed. Management reserves the right to designate the available sites for dogs over 35 lbs. and to make exceptions to the two-pet rule.

- Pets must have current rabies shots and licenses required by law.
- Pets must not disturb the neighbors or other residences and must sleep in the house at night.
- Pets are not to be bred and no pet offspring is allowed.
- Any time pets are outside in The Community, they must be restrained on a leash no longer than 8 feet long and must be accompanied by a Resident at all times. Wandering cats are not allowed.
- Pets are not to be left outdoors unattended
- Pet owner is responsible for all clean up and removal of feces from their pet inside The Community. Pets are to relieve themselves on the pet owners' site or other areas designated by management. It is never okay for a resident's pet to relieve themselves on another homeowner's site.
- Aggressive behavior by any resident's pet will not be tolerated and the aggressive pet is subject to immediate removal by animal control

Placement of Home and Appurtenances on Home Site

Community Management is responsible for staking the location of home and appurtenances on the home site.



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Recreational Equipment

Storage of boats, truck toppers that are not mounted, or trailers of any kind are prohibited. These items shall be kept or stored outside the Community. Only Community Management designated home sites will be allowed to park approved 5th wheel, campers, or motor homes and they will count toward one of the two authorized vehicles per home site. At no time are the 5th Wheel, camper, or motor homes to be used or occupied as either a permanent or temporary residence.

Resale or Transfer of Home

See the applicable home site lease agreement.

Resident/Guest Occupancy and Requirements

1. This is a restricted community of permanent homeowners.
2. Residents are not allowed to have others live in or use their home in their absence, without first obtaining Community Management approval in writing.
3. No home may be occupied by more than 2 persons in 1-bedroom home or 4 persons in a 2-bedroom home.
4. Community Management should be informed if a guest is to stay more than seven days in a calendar month. Frequency of such visits may be limited by Management.
5. Homeowners are required to acquaint all guests with these Community Rules and Regulations. Homeowners are personally responsible for all actions and conduct of their guests and are liable for any property damage caused or contributed to by their guests. Guests who will not abide by the Community Rules and Regulations may be ejected by Community Management via law enforcement.

Right of Entry onto Home Site

The Community Management reserves an easement to enter upon the home site hereby leased at any time for the purpose of installing, inspecting, maintaining or replacing pipes, drainage systems, sewage systems, fences, electric lines, telephone lines, television cables or any other facility, or for the purpose of inspecting any part of the premises in order to determine if the CRR&AG are being observed.



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Seasonal Exterior Decorations

All seasonal decorations must be removed from the home site within 30 days following any holiday including all hardware and attachments associated with the decorations.

Signage

To preserve the aesthetic nature of the Community, any signage posted on or about the premises is strictly prohibited. Such prohibited signs shall include, but is not limited to, political signs, advertisements and notices. Homeowners selling their home are permitted to display one (1) "For Sale" sign in the window or on the site being leased. Unauthorized signs shall be removed from the home site. The resident is ultimately responsible for any and all signage on or about their premises regardless of who initially posted such signage.

Snow Removal

The Community Management will only be responsible for snow removal from Community streets. If snow and ice are present, the home owner is responsible for their own safety, do not drive or traverse ground that is snow or ice covered. Removal of snow and ice on driveways, parking areas, sidewalks, steps and patios of the individual home sites is the responsibility of the resident.

Spring Cleanup

Piling of refuse or debris of any kind is not permitted on home sites.

Sublease and / or Termination of Lease

See the applicable home site lease agreement.

Traffic and Vehicle Regulations

All traffic regulations shall be observed and obeyed throughout the Community. All designated mile per hour (MPH) speed limits will be enforced. All other City of Springdale, Washington County and Arkansas State traffic regulations will be enforced in the Community. Homeowners shall be held responsible for actions of their guests. Adherence to all signs such as "Stop", "5 MPH", "One-Way", and other signs of this nature shall be enforced. On-street parking or parking on grass is prohibited.



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Utilities - Repairs and Maintenance

The Community shall be responsible for the proper maintenance and repair of all sewer and water service lines below ground level. Homeowners shall be responsible for any damage and repairs above ground. Utility companies such as telephone, TV cable, and electric are responsible for their individual underground lines leading to all home sites. Damage to any below ground improvements caused by homeowner due to malfunctioning heat tapes, plumbing work or digging, will be repaired by the Community Management or its contractor, and the expense for such repair shall be charged to the homeowner. In addition, the cost of repairs becomes that of the homeowner for blockage of a sewer line resulting from items discarded into the sewer by homeowner. If the home site is damaged it must be returned to original condition at homeowner's expense.

Vehicles

Each home site will be allowed a maximum of two (2) vehicles. A camper, motorhome, RV, etc... will count as one vehicle and must be parked on the designated parking spaces provided for each home owner. Vehicles kept on the home site in the Community parking areas shall have current license plates, shall be operable, and not leaking fluid.

Large trucks, such as stake, semi, cement, step-vans, etc. shall not be parked on the home sites or in the Community parking areas. Unattended vehicles, which are "For Sale", are prohibited to be stored in the Community parking areas. As permitted by law, Management reserves the right to remove parked vehicles in violation of these Rules and Regulations and further reserves the right to remove inoperable vehicles or vehicles without current license plates or tags. All costs for such removal shall be paid for by the homeowner.

Vehicle Washing and Repairing

Vehicles may be washed on home site driveways. Loud exhausts and flat tires shall be repaired within 7 days. Minor repairing of vehicles, such as changing tires, spark plugs, fan belts, battery charging, etc. is permitted. Vehicles must not be put on ramps or blocks. Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, body refinishing, etc. are prohibited. Vehicles dripping oil or other fluids shall be repaired within 7 days. Any unsightly deposits shall be completely removed within 96 hours. If not completed within 96 hours, management will have it professionally cleaned at the homeowner's expense.



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Water Service

Water service is provided and monitored by the Community Management. Excessive water use will be paid for by the homeowner.

Window Treatments / Outdoor Drapes

Only curtains, blinds or shades may be used as window treatments. The use of sheets, blankets, newspapers, foil or other like materials in windows is prohibited. Broken windows shall be immediately repaired or replaced within ten (10) days of occurrence.

The standard for outdoor drapes is as follows: They must be designed to withstand outdoor conditions. The design should complement the exterior look of the house with a neutral color scheme. The rod to hold the drapes should not be flexible and should be installed in a manner to withstand outdoor conditions

Winterizing the Home

Temporary, exterior attachments of any nature are prohibited. Homes left vacant for extended periods during the winter months should be winterized by a licensed and insured service company. A water supply protection device such as heat tape may be installed by the homeowner. Damage caused to water lines due to negligence shall be repaired at homeowner's expense.

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ARCHITECTURAL GUIDELINES FOR PERMANENT HOMES

In order to preserve the quality and consistency of the homes in Eagle Homes on Ford Avenue, a list of architectural controls have been established for any home which is to be placed in the Community. The final decision as to a home's acceptability for placement in the Community rests solely with the Management in its discretion. The architectural controls include the following:

Home Size - Only single wide homes are permitted. Minimum width for single section homes will be 15 feet and the minimum single section length will be 32 feet (Including Porch).

Roof Pitch and Materials - Homes shall have a pitched roof. The roofing material shall be composite shingles or metal. The color of the shingles must be approved by Community Management.

Home Set - Homes shall have the lowest possible set as determined by the requirements of the manufacturer.

Siding Materials and Colors - All homes shall have cement siding or similar materials. Exterior siding, trim, accents, and shutter colors must be approved by Community Management.

Foundation Fascia - All homes must be skirted/enclosed with masonry and all skirting will be installed by management and comply with any local ordinances

Patios, Porches and Decks - Patios, porches and decks are encouraged. All plans shall be submitted to Community Management for written approval prior to installation.



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Storage Buildings - Only one (1) storage building, no larger than 120 square feet, shall be permitted for approved home sites. This building must be integrally incorporated, kept in good repair, and orderly condition at all times. All storage buildings will have a maintenance free exterior. Storage buildings must be set on a concrete or gravel base. Storage buildings and their location must be in compliance with Springdale City ordinance and approved by Community Management prior to installation.

Transportation Systems - Hitches, tongues, axles, and wheels shall be removed. Community Management will dispose of wheels and axles unless home owner requests to dispose of themselves. Such removed equipment shall not be stored on site for more than thirty (30) days pending disposal.

Windows and Exterior Doors - Windows shall have self-storing screens. Front entry doors shall be multi-paneled steel insulated doors with or without windows.

Utility Connections - Utility connections for electrical, water, and sewer within the home are the sole responsibility of the homeowner. All such connections are to be maintained in a good, safe and leak proof condition at all times. Approved piping shall be used for any water line. Any tampering or altering of these connections by anyone other than licensed personnel is strictly forbidden. The outside main electrical line to the home shall meet local code. All sewer connections from the home to the sewer riser shall meet local building code. Water service to the home shall be connected by approved piping in accordance with City Code. Any service work done on the utilities must be done by the utility company or a licensed service company. Water lines will be wrapped with electric heat tape. Damage caused to water meter or Community water lines due to homeowner's negligence shall be repaired at the expense of the homeowner.

Fire Safety - Homes shall have working smoke detectors.

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Antennas and Satellite Dishes - Digital satellite systems are allowed under the following conditions: The satellite dishes must be less than 36 inches in diameter, the dish must be placed on the home or in an unobtrusive place and approved by Community Management. T.V., CB or HAM radio antennas or towers are not permitted.

Wi-Fi and Cable Television Hook-ups - Installation of television cable is the responsibility of the homeowner. The local cable company will advise you of the services available and costs.

Wheelchair Ramps - All plans must be submitted to Community Management for written approval prior to installation.

Steps – All steps will be installed by management and materials may be of treated wood, engineered wood, painted steel, or concrete.

COMMUNITY MANAGEMENT NOTIFICATIONS AND RESPONSE

Community Management will respond within 15 days of Homeowner's request.

AMENDMENT OR MODIFICATION

The restrictions contained herein may at any time be altered, amended or modified by the Owner at any time.

IN CONCLUSION

The Community is not responsible for accidents or injuries to homeowners, their family members or guests, which may occur within the Community, unless as a result of Management's failure to perform any duty or negligent performance of a duty imposed by law. Furthermore, liability for, damaged or lost property resulting from fire, theft, wind, floods or any other act of God, which is beyond the control of Management, is also specifically disclaimed unless the result of Management's failure to perform a duty or negligent performance of a duty as imposed by law. We thank you for selecting the Eagle Homes on Ford Avenue for your residence and hope that it will be an enjoyable and rewarding lifestyle.

Executed as of this ____ day of _____, 20____.

D&C Holdings, LLC Dave and Chris Gallo

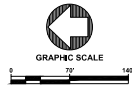
Resident (s) _____



PRELIMINARY PLAT LEGEND

FEATURE LINES AND SURVEY SYMBOLS	UTILITY SYMBOLS	HATCHES
PROPERTY LINE OFFSITE PROPERTY LINE CENTERLINE OF ROAD RIGHT-OF-WAY FENCE ACCESS EASEMENT BUILDING SET BACK UTILITY EASEMENT CURB AND GUTTER ASPHALT PAVEMENT SETOFF FOUND REBAR SETOFF FOUND NAIL FENCE CORNER POST FOUND STONE STATE MONUMENT SETOFF FOUND ALUM. MONUMENT SETOFF FOUND COTTON SPINDLE SET / FOUND P.K. NAIL RAILROAD SPIKE BENCH MARK (ELEV.)	FLARED END SECTION CURB INLET AREA INLET JUNCTION BOX GRATE INLET SANITARY SEWER SEWER SERVICE FIRE HYDRANT ASSEMBLY WATER VALVE WATER SERVICE WATER METER POWER POLE LIGHT ELECTRICAL BOX TELEPHONE PEDESTAL GAS METER	ASPHALT CONCRETE FLOOD ZONE GRAVEL POND

THIS LEGEND MAY CONTAIN SOME SYMBOLS NOT SHOWN WITHIN THE PLAN OR PLAT VIEW



PROPERTY INFORMATION

GROSS SITE AREA	465,957 SF	10.59 acres
NET SITE AREA	395,491 SF	9.07 acres
ZONING	PUD	

ZONING REGULATIONS

NO INTERNAL RIGHTS-OF-WAY	
FRONT YARD	20 FT
EXTERIOR SIDE	20 FT
INTERIOR SIDE	20 FT
REAR	20 FT

PARKING REQUIREMENTS

MANUFACTURED HOME PARK:
TWO PARKING SPACES FOR EACH MANUFACTURED HOME
REQUIRED: 32 UNITS X 2 PER UNIT = 64 PARKING SPACES
PROVIDED: 64 PARKING SPACES

PARKING PROVIDED

PARKING STALLS	60 REQUIRED	68 PROVIDED
TOTAL PARKING	60 REQUIRED	68 PROVIDED

WETLANDS INFORMATION

THERE ARE NO KNOWN WETLANDS ON THIS SITE.

MISCELLANEOUS INFORMATION

BASE OF RECORD:
ARKANSAS STATE PLANE
COORDINATE SYSTEM
NAD-83 NORTH ZONE

FLOOD INFORMATION

THIS PROPERTY DOES NOT LIE IN ZONE "X" (SPECIAL FLOOD HAZARD AREAS FLOODING BY 100-YEAR FLOOD) AS DETERMINED FROM THE F.B.M. MAPS OF BENTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER 05143C00900, EFFECTIVE DATE JANUARY 25, 2024.

PROJECT ENGINEER

PHIL SWOPE, P.E.
SWOPE ENGINEERING
7 HALSTED CIRCLE, SUITE 210
ROGERS, ARKANSAS 72756
479,285,2399 OFFICE



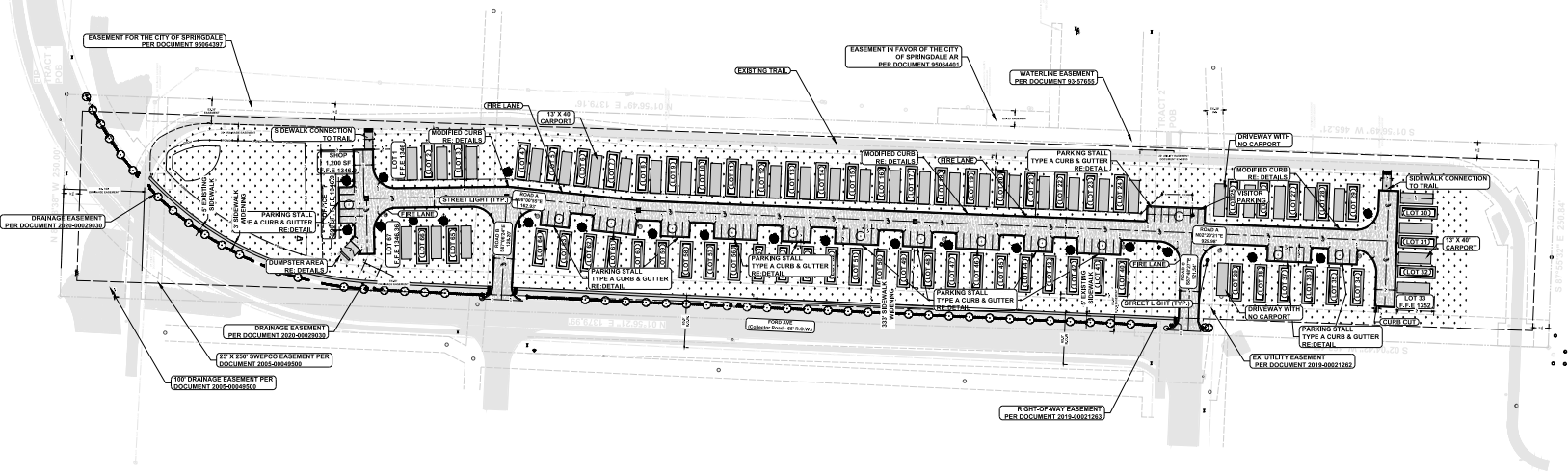
SITE PLAN OVERALL
FORD ROAD EAGLE HOMES
LSD
DEVELOPMENT PROPERTIES OF NORTH
PO BOX 1549
SPRINGDALE, AR 72765

NO.	DATE	REVISION
1	03/20/2025	FINAL SUBMITTAL



DATE BY	YOMAR	DATE	24-524
ISSUED DATE	03/20/2025	DATE	PP#-###
ISSUED DATE	24-524.PE.DWG		

C2.0



Know what's below.
Call before you dig.



PUD OVERALL
FORD ROAD EAGLE HOMES
LSD
DEVELOPMENT PROPERTIES OF NORTH
PO BOX 1549
SPRINGDALE, AR 72765

NO.	DATE	REVISION	PREPARED BY
1	03/20/2025		



PROJECT:	YOMAR	BY:	SA-SEA
DATE:	03/20/2025	DATE:	PP#-###
PROJECT NAME:	SA-SEA PUD.DWG		

C11.0

PRELIMINARY PLAT LEGEND

FEATURE LINES AND SURVEY SYMBOLS

- PROPERTY LINE
- OFFSITE PROPERTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- ACCESS EASEMENT
- BUILDING SET BACK
- UTILITY EASEMENT
- CURB AND GUTTER
- ASPHALT PAVEMENT
- SET/FOUND REBAR
- SET/FOUND NAIL
- FENCE CORNER POST
- FOUND STONE
- STATE MONUMENT
- SET/FOUND ALUM. MONUMENT
- SET/FOUND COTTON SPINDLE
- SET / FOUND PIV NAIL
- RAILROAD SPIKE
- BENCH MARK (ELEV.)

UTILITY SYMBOLS

- FLARED END SECTION
- CURB INLET
- AREA INLET
- JUNCTION BOX
- SANITARY SEWER
- SEWER SERVICE
- FIRE HYDRANT ASSEMBLY
- WATER VALVE
- WATER SERVICE
- WATER METER
- POWER POLE
- LIGHT
- ELECTRICAL BOX
- TELEPHONE PEDESTAL
- GAS METER

HATCHES

- ASPHALT
- CONCRETE
- FLOOD ZONE
- GRAVEL
- POND
- OPEN SPACE



PROPERTY INFORMATION

GROSS SITE AREA	480,957 SF	10.98 acres
NET SITE AREA	395,491 SF	9.07 acres
ZONING	PUD	
BUILDABLE AREA	4299,216 SF	9.86 acres
DENSITY	6 HOMES	PER ACRES
PERMITTED USES	UNIT 15: MANUFACTURED HOME PARK UNIT 16: OFFICE	

ZONING REGULATIONS

NO INTERNAL RIGHTS-OF-WAY	
FRONT YARD	20 FT
EXTERIOR SIDE	20 FT
INTERIOR SIDE	20 FT
REAR	20 FT

NOTE
SETBACK MEASURE FROM THE PROPERTY LINE

VARIANCES

MANUFACTURED HOME MINIMUM WIDTH OF 40 FT PER MANUFACTURES HOUSING STANDARDS
SETBACK FROM THE CENTER LINE OF INTERNAL STREET OR DRIVE PER MAP OR DRAINAGE
MANUFACTURED HOME MINIMUM LOT SIZE OF 4,000 SQ. FT. PER MAP OR DRAINAGE.

OPEN SPACE

GROSS SITE AREA 10.98 ACRES (480,957 SF)
OPEN SPACE REQUIRED (15%): 1.38 ACRES (60,144 SF)
OPEN SPACE PROVIDED: 1.80 ACRES (80,448 SF)

COMMUNITY AMENITIES

LANDSCAPING THROUGHOUT THE SITE
TREES
LAWN
LIGHTING

PARKING REQUIREMENTS

MANUFACTURED HOME PARK
200 PARKING SPACES FOR EACH MANUFACTURED HOME
REQUIRED: 36 UNITS X 5 PER UNIT = 180 PARKING SPACES
PROVIDED: 98 PARKING SPACES

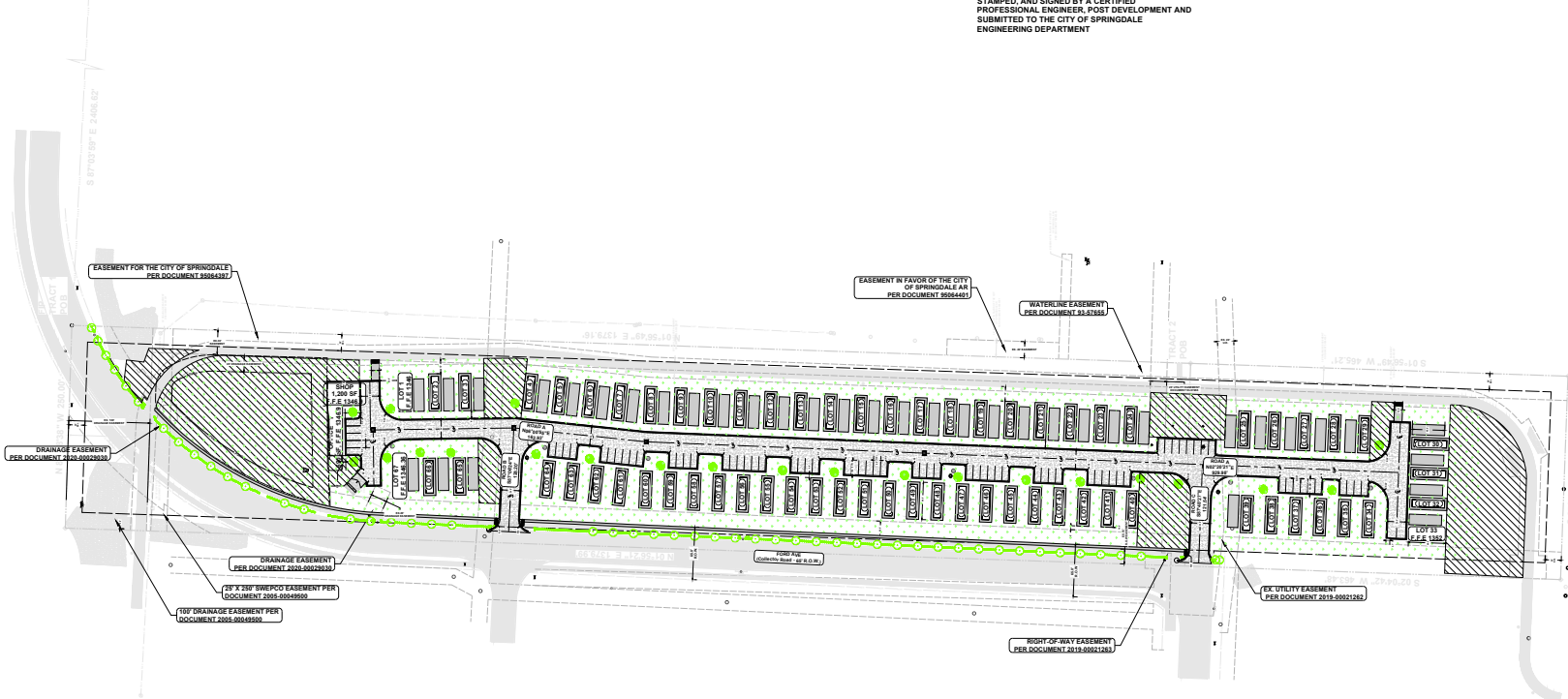
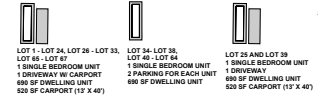
PARKING PROVIDED

PARKING STALLS	60 REQUIRED	60 PROVIDED
TOTAL PARKING	60 REQUIRED	60 PROVIDED

NOTE
A CITY OF SPRINGDALE DETENTION/RETENTION CERTIFICATION FORM MUST BE COMPLETED, STAMPED, AND SIGNED BY A CERTIFIED PROFESSIONAL ENGINEER, POST DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT

UNITS INFORMATION

SINGLE BEDROOM	
15' X 40' WIDENWAY & CARPORT	35
15' X 40' WIDENWAY IN FRONT	30
15' X 40' WIDENWAY	2



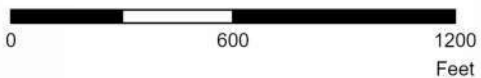
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27th 2025



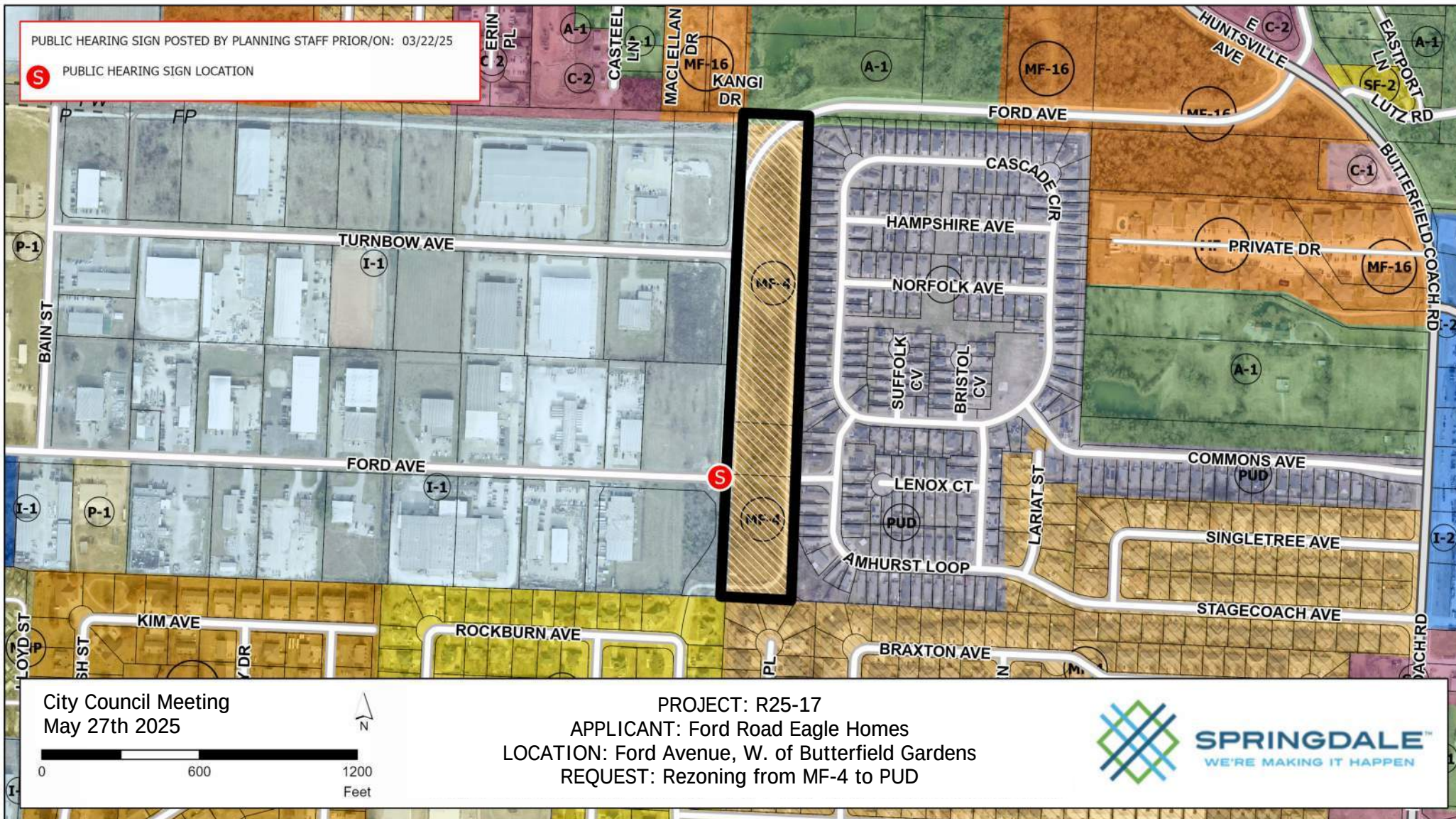
PROJECT: R25-17
APPLICANT: Ford Road Eagle Homes
LOCATION: Ford Avenue, W. of Butterfield Gardens
REQUEST: Rezoning from MF-4 to PUD



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27th 2025

0 600 1200
Feet

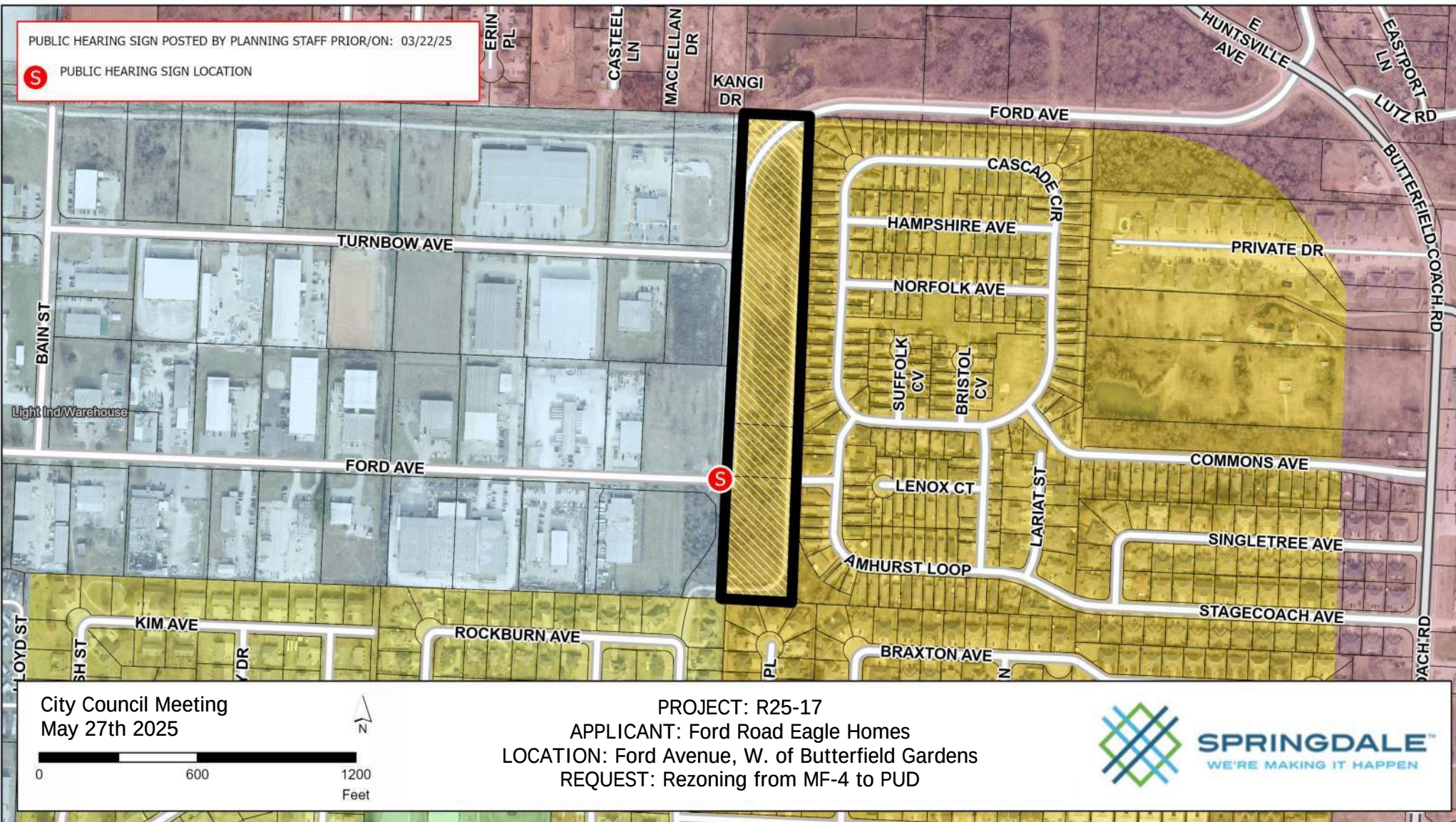
PROJECT: R25-17
APPLICANT: Ford Road Eagle Homes
LOCATION: Ford Avenue, W. of Butterfield Gardens
REQUEST: Rezoning from MF-4 to PUD



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



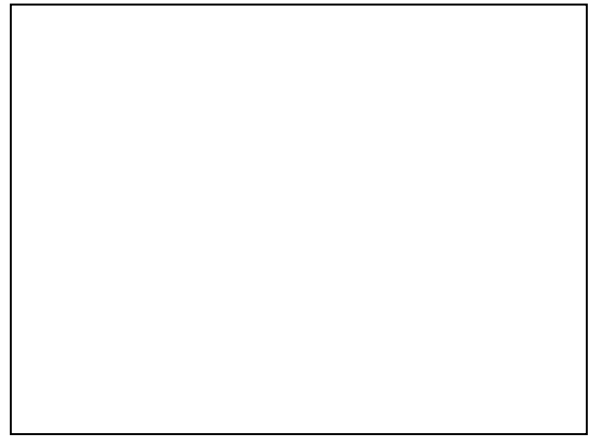
City Council Meeting
May 27th 2025

0 600 1200
Feet

PROJECT: R25-17
APPLICANT: Ford Road Eagle Homes
LOCATION: Ford Avenue, W. of Butterfield Gardens
REQUEST: Rezoning from MF-4 to PUD



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-26) CERTAIN LANDS LOCATED AT 1800 N. LOWELL ROAD FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A NEIGHBORHOOD OFFICE DISTRICT (O-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of May 6, 2025, for hearing the matter of a petition of Thomas Allen McGetrick requesting that the following described tract of real estate be rezoned from a General Commercial District (C-2) to a Neighborhood Office District (O-1).

Layman's Description: 1800 N. Lowell Road

Legal Description:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FIVE (25) TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 245 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 205 FEET, THENCE WEST 300 FEET, THENCE SOUTH 205 FEET, THENCE EAST 300 FEET TO THE POINT OF BEGINNING.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-26) from a General Commercial District (C-2) to a Neighborhood Office District (O-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

From a General Commercial District (C-2) to a Neighborhood Office District (O-1) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



0 525 1050
Feet

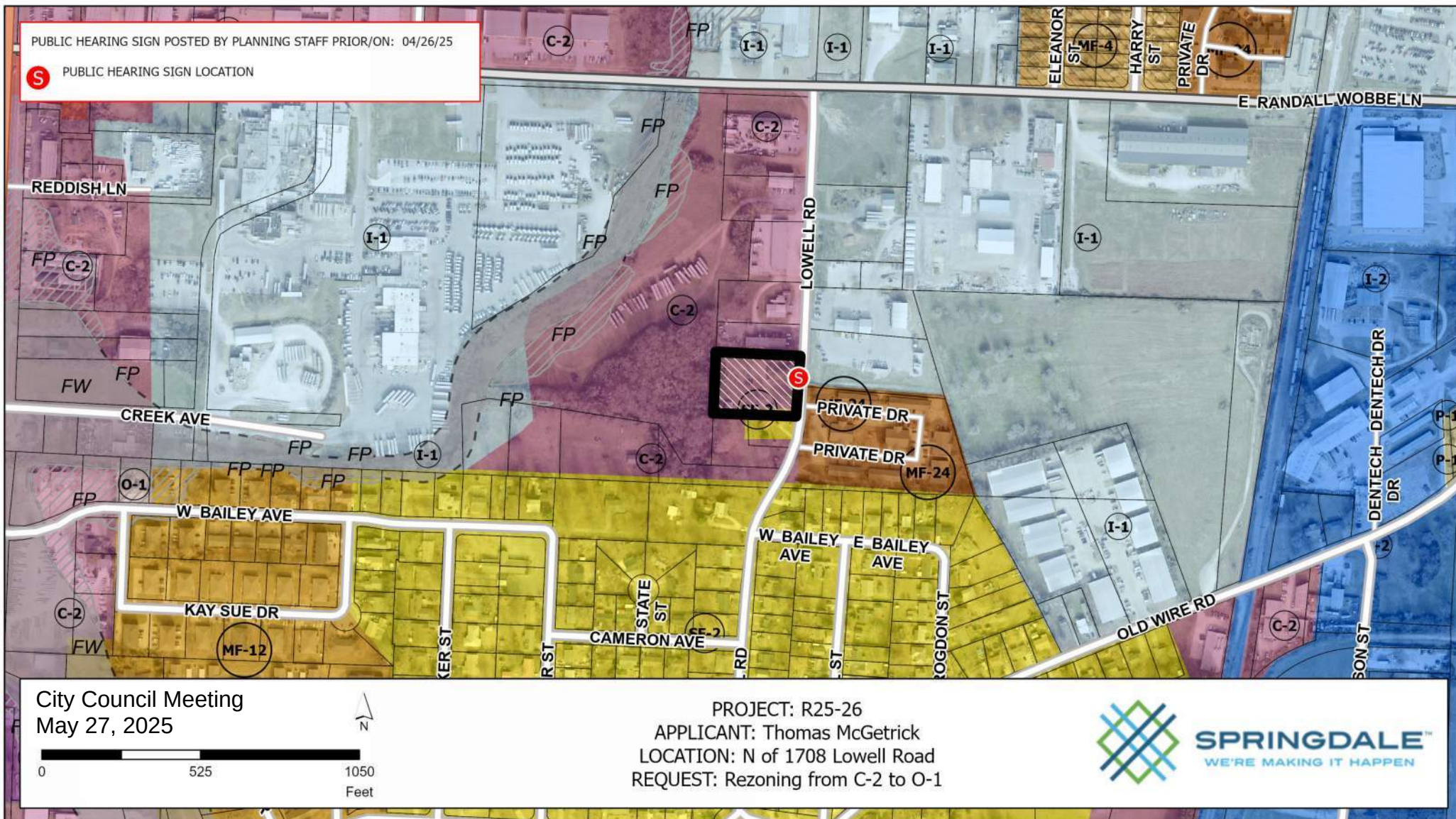
PROJECT: R25-26
APPLICANT: Thomas McGetrick
LOCATION: N of 1708 Lowell Road
REQUEST: Rezoning from C-2 to O-1



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

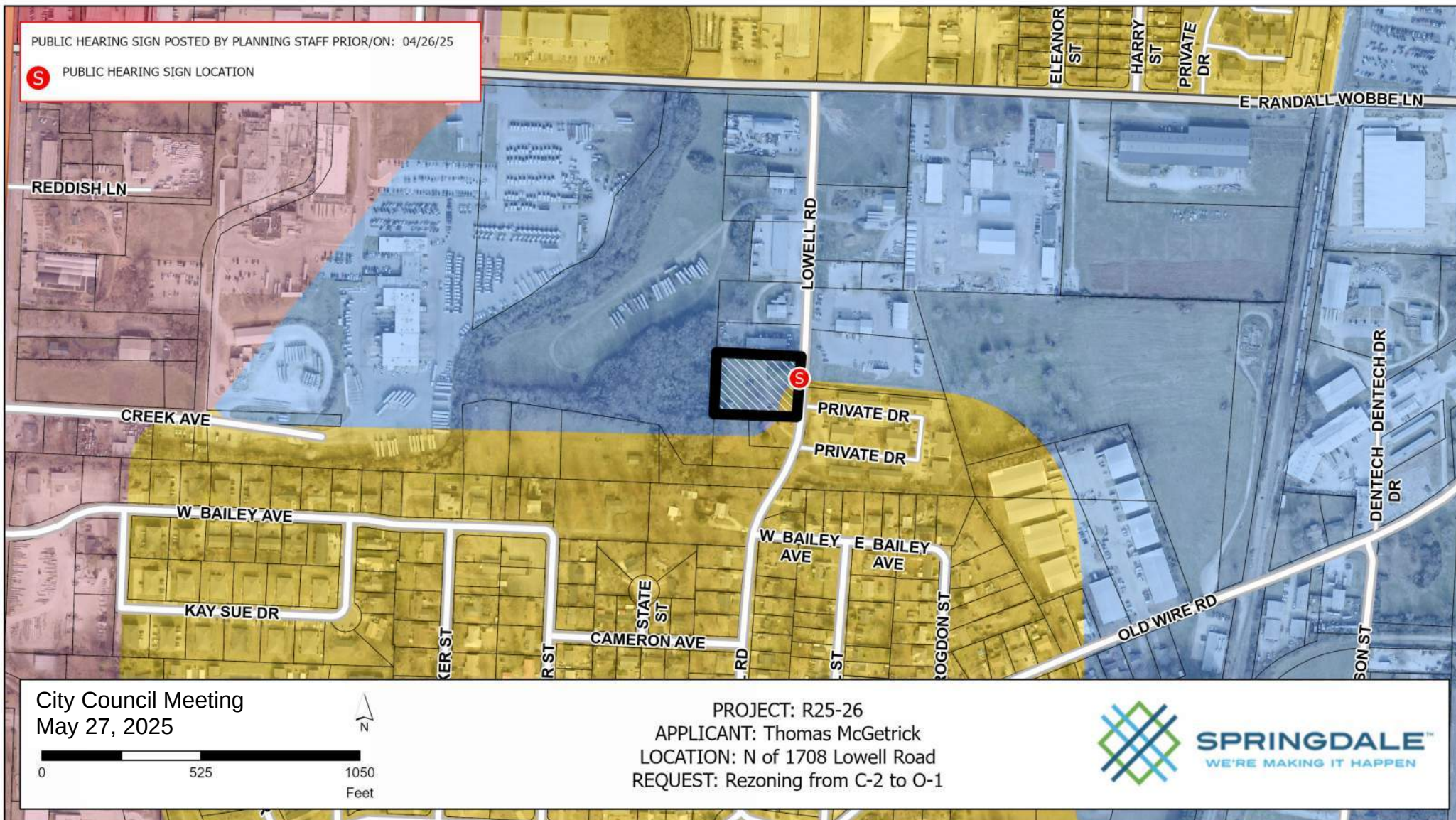
PROJECT: R25-26
APPLICANT: Thomas McGetrick
LOCATION: N of 1708 Lowell Road
REQUEST: Rezoning from C-2 to O-1



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

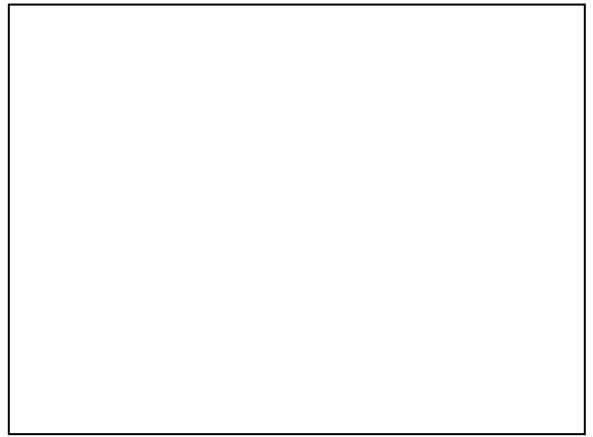


0 525 1050
Feet

PROJECT: R25-26
APPLICANT: Thomas McGetrick
LOCATION: N of 1708 Lowell Road
REQUEST: Rezoning from C-2 to O-1



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-27) CERTAIN LANDS LOCATED AT 4269 WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) 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 May 6, 2025, for hearing the matter of a petition of NNN REIT, LP of Arkansas requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

Layman's Description: 4269 Wagon Wheel Road

Legal Description:

A PART OF THE W 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN WAGON WHEEL ROAD THAT IS S 88°50' W 663.55 FEET FROM THE NE CORNER OF SAID NE 1/4 OF THE NE 1/4, THENCE S 01 °11'52" E ALONG THE EAST LINE OF SAID 20 ACRE TRACT 300.00 FEET; THENCE S 88 °50' W 586.47 FEET TO THE EAST LIGHT OF WAY LINE OF U.S. HIGHWAY 71; THENCE ALONG SAID RIGHT OF WAY AS FOLLOWS: N 18°48'20" E 192.15 FEET TO A RIGHT OF WAY MARKER; THENCE N 49°37'15" E 131.50 FEET TO A RIGHT OF WAY MARKER; THENCE N 88°55'20" E 150.00 FEET TO A RIGHT OF WAY MARKER; THENCE N 01 °22'44" W 36.50 FEET TO THE NORTH LINE OF SAID 20 ACRE TRACT; THENCE N 88 °50' E 268.94 FEET TO THE POINT OF BEGINNING, CONTAINING 3.415 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF WAGON WHEEL ROAD ON THE NORTH SIDE THEREOF AND ALL EASEMENTS 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 (R25-27) from an Agricultural District (A-1) 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 an Agricultural District (A-1) to a Thoroughfare Commercial District (C-5) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



0 460 920
Feet

PROJECT: R25-27
APPLICANT: NNN REIT, LP
LOCATION: 4269 Wagon Wheel Road
REQUEST: Rezoning from A-1 to C-5

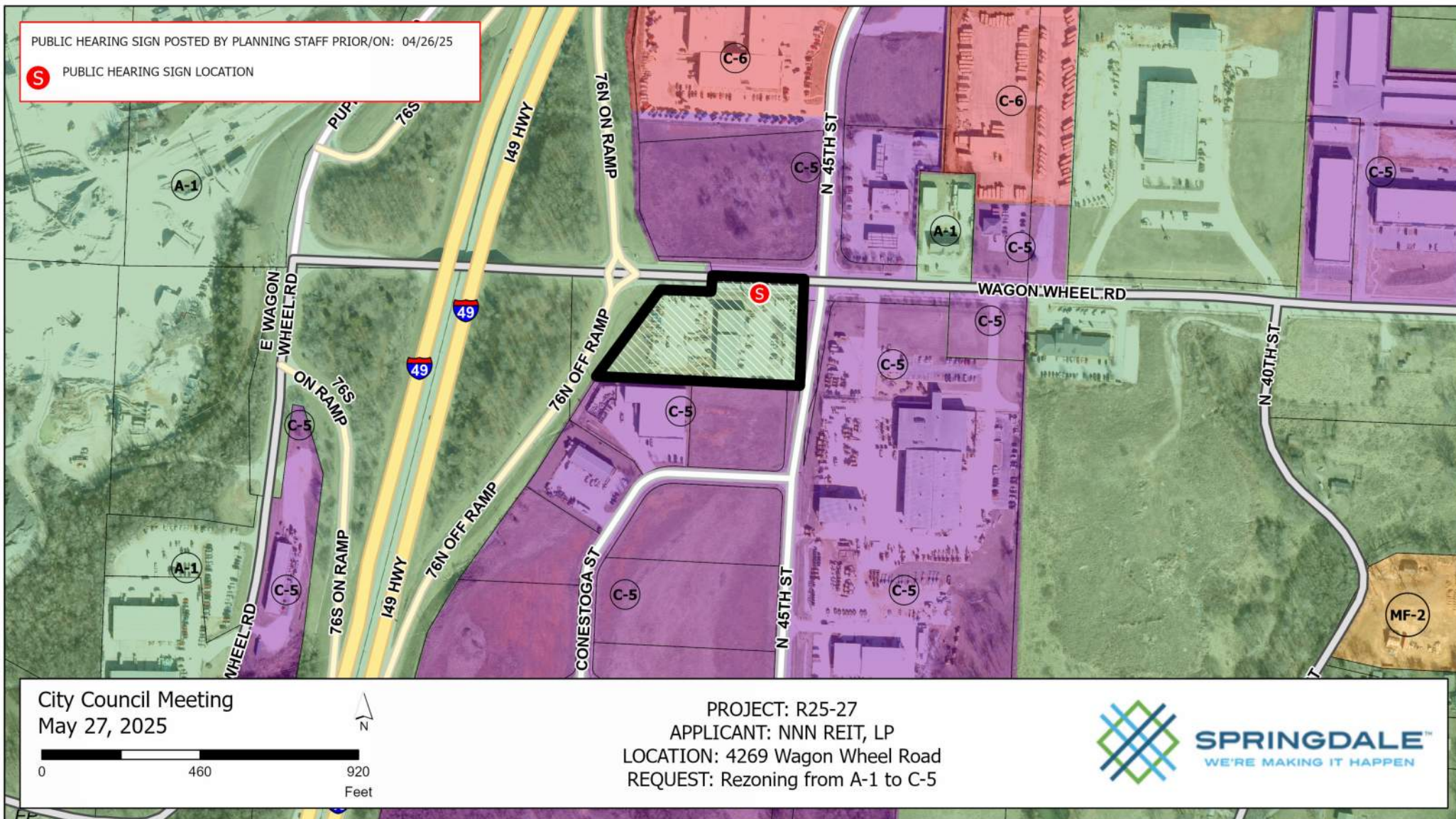


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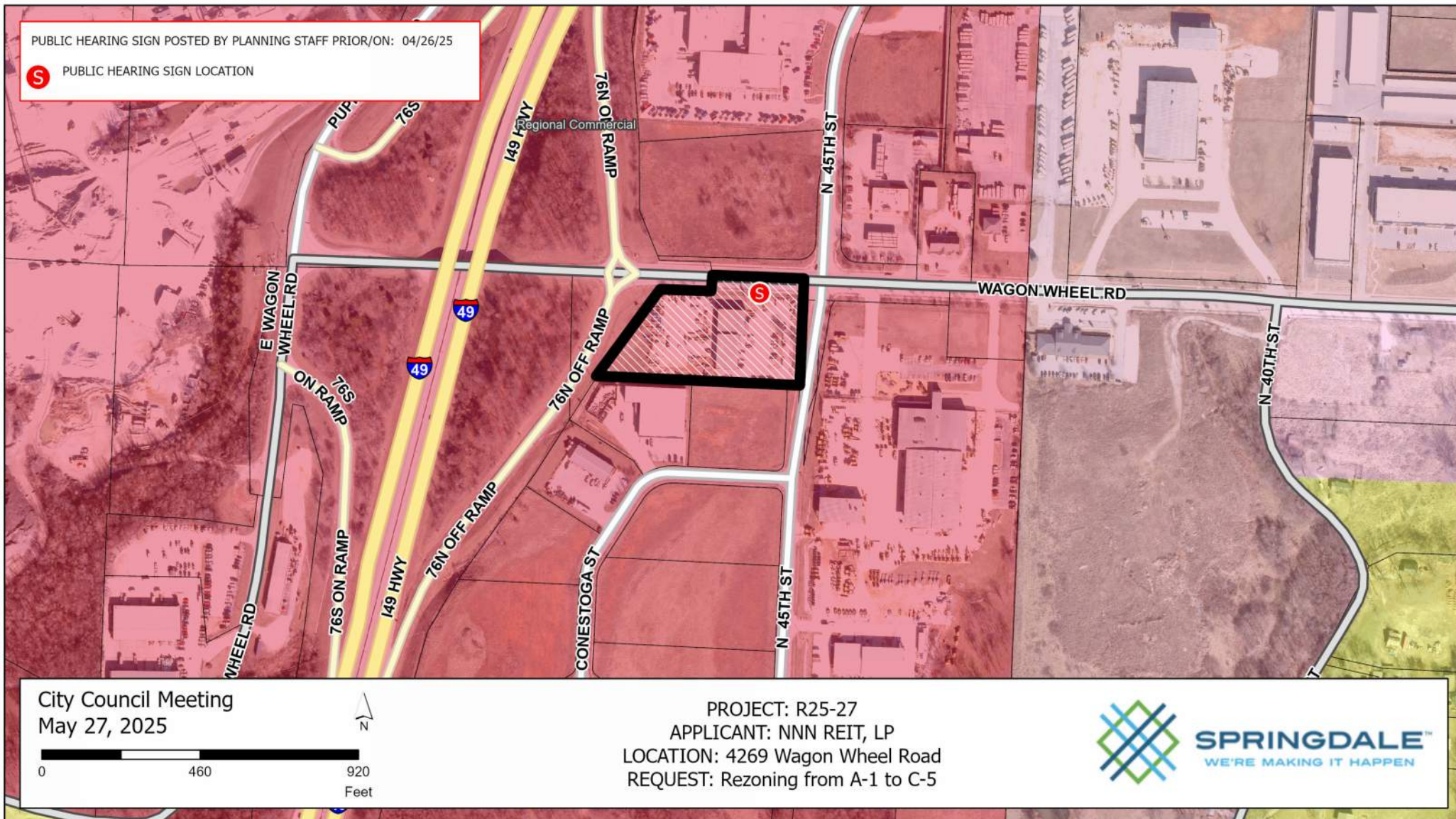
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PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION

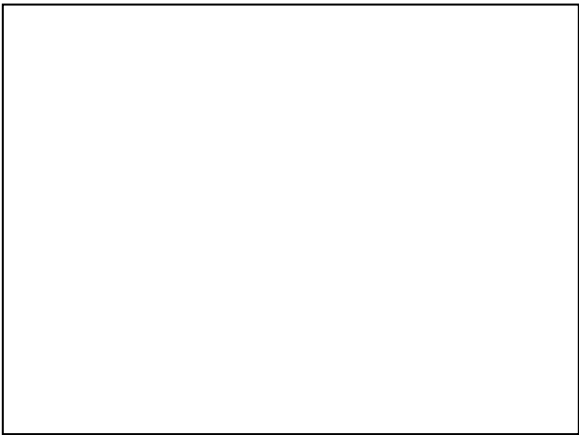


City Council Meeting
May 27, 2025

0 460 920
Feet

PROJECT: R25-27
APPLICANT: NNN REIT, LP
LOCATION: 4269 Wagon Wheel Road
REQUEST: Rezoning from A-1 to C-5





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-28) CERTAIN LANDS LOCATED AT 1820 N. 48TH STREET FROM AN AGRICULTURAL DISTRICT (A-1) TO AN INSTITUTIONAL DISTRICT (P-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of May 6, 2025, for hearing the matter of a petition of Alberto Coria Magana requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to an Institutional District (P-1).

Layman’s Description: 1820 N. 48th Street

Legal Description:
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID NE1/4 OF THE SW1/4, THENCE N 02°25'35" E 282.58 FEET TO THE POINT OF BEGINNING, THENCE N 02°25'35" E 295.00 FEET, THENCE N 85°35'11" W 295.00 FEET, THENCE S 02°25'35" W 295.00 FEET, THENCE S 85°35'11" E 295.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, AND SUBJECT TO THE RIGHT-OF-WAY OF NORTH 48TH STREET ALONG THE EAST SIDE OF THE PROPERTY.

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 (R25-28) from an Agricultural District (A-1) to an Institutional District (P-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

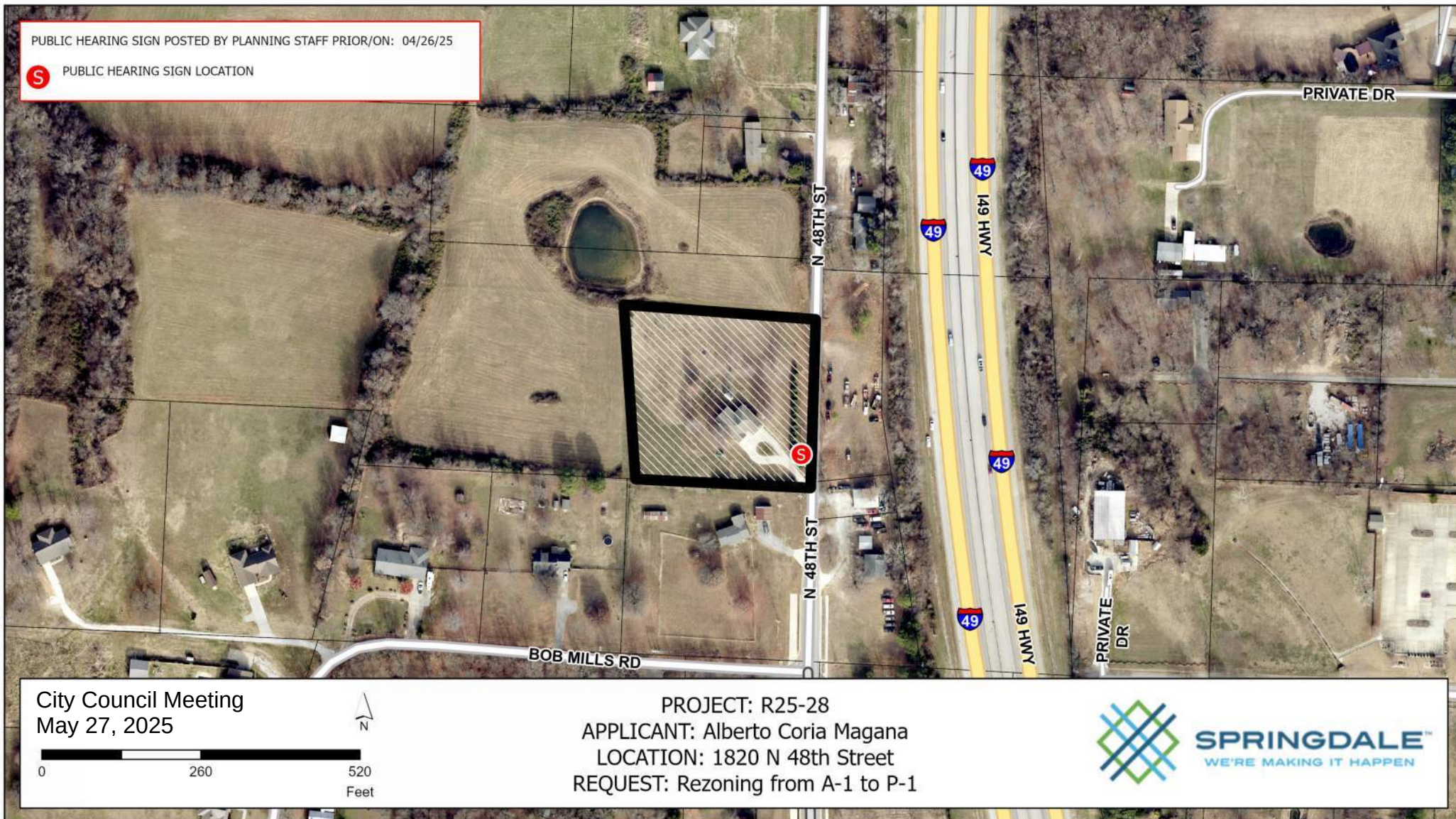
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



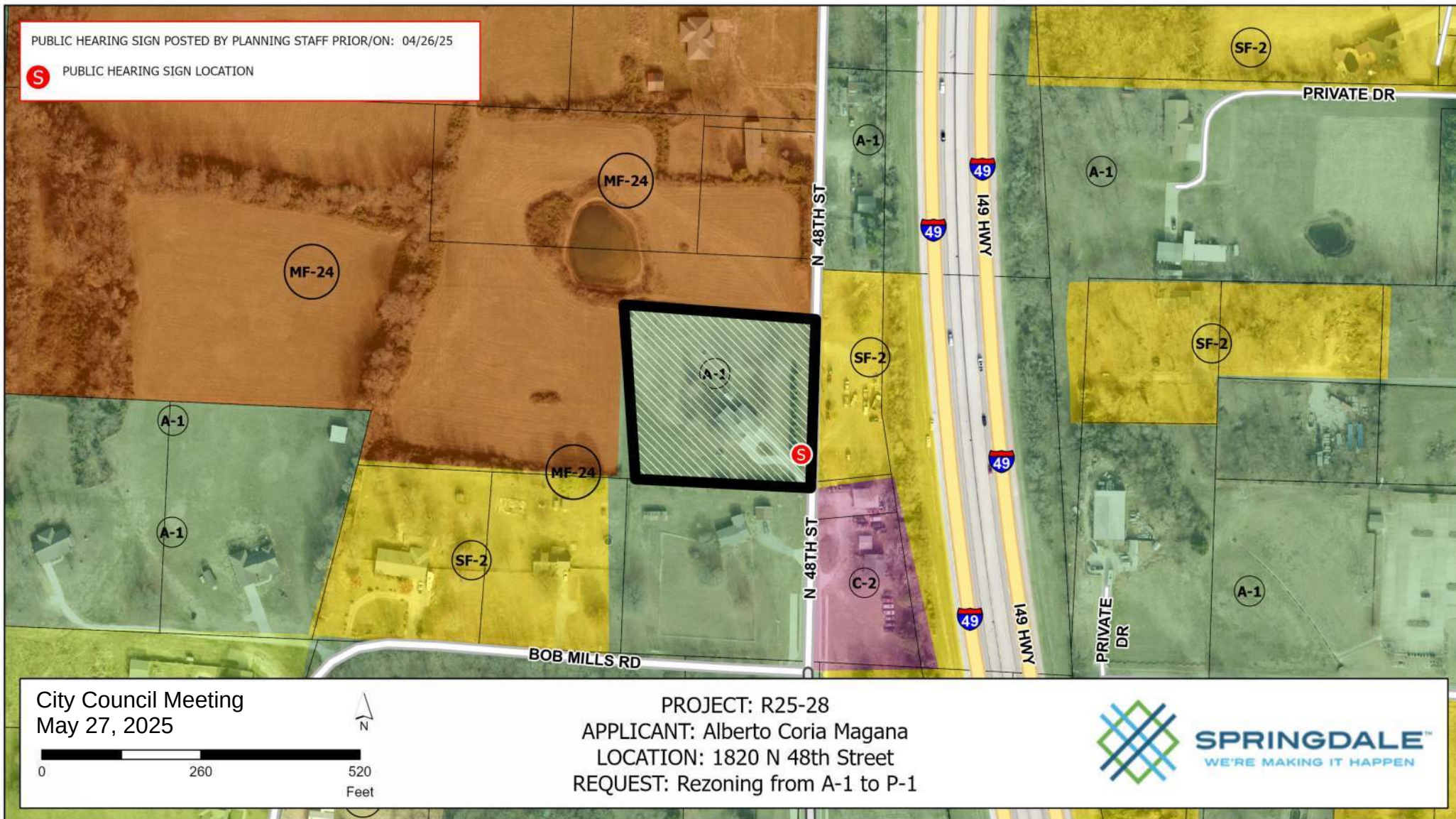
PROJECT: R25-28
APPLICANT: Alberto Coria Magana
LOCATION: 1820 N 48th Street
REQUEST: Rezoning from A-1 to P-1



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



PROJECT: R25-28
APPLICANT: Alberto Coria Magana
LOCATION: 1820 N 48th Street
REQUEST: Rezoning from A-1 to P-1



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PUBLIC HEARING SIGN LOCATION

PRIVATE DR

N 48TH ST

N 48TH ST

BOB MILLS RD

49

149 HWY

49

49

149 HWY

49

PRIVATE DR

City Council Meeting
May 27, 2025

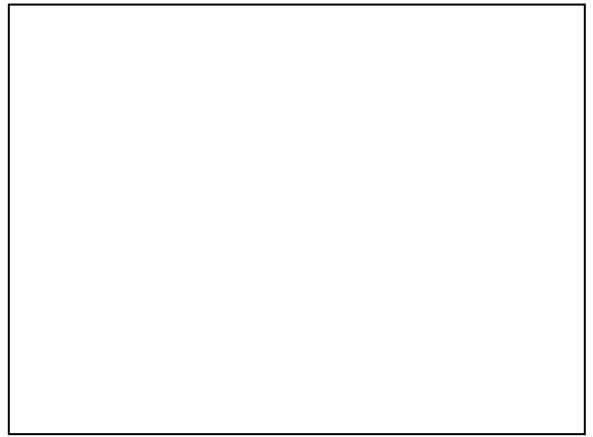


0 260 520
Feet

PROJECT: R25-28
APPLICANT: Alberto Coria Magana
LOCATION: 1820 N 48th Street
REQUEST: Rezoning from A-1 to P-1



SPRINGDALE™
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-29) CERTAIN LANDS LOCATED AT 5830 W. COUNTY LINE ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of May 6, 2025, for hearing the matter of a petition of Berean Properties, LLC requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a Low Density Single Family Residential District (SF-1).

Layman's Description: 5830 W. County Line Road

Legal Description:

A PART OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING FROM A FOUND MAG NAIL MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 N86°44'24"W 660.47 FEET TO A FOUND 5/8" REBAR (BENT) MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE DEPARTING FROM SAID SOUTH LINE N02°15'59"E 60.52 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST COUNTY LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N87°08'20"W 329.87 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N02°24'18"E 358.07 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" MARKING THE TRUE POINT OF BEGINNING; THENCE N02°24'18"E 404.37 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S87°35'42"E 161.58 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S02°24'18"W

404.37 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE N87°35'43"W 161.58 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 65,340 SQ. FEET OR 1.500 ACRES MORE OR LESS AND 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 (R25-29) from an Agricultural District (A-1) to a Low Density Single Family Residential District (SF-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

From an Agricultural District (A-1) to a Low Density Single Family Residential District (SF-1) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE
(C25-04) AT 5830 W. COUNTY LINE ROAD AS SET
FORTH IN ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on May 6, 2025, a request by Berean Properties, LLC for a conditional use for a Tandem Lot Split in a Low-Density Single Family Residential District (SF-1) at 5830 W. County Line Road; and;

WHEREAS, following the public hearing, the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a conditional use be granted to Berean Properties, LLC for a Tandem Lot Split in a Low-Density Single Family Residential District (SF-1) with the following conditions – No conditions set.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use (C25-04) to CCO Investments, LLC for a Tandem Lot Split in a Low-Density Single Family Residential District (SF-1) with the following conditions – No conditions set.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

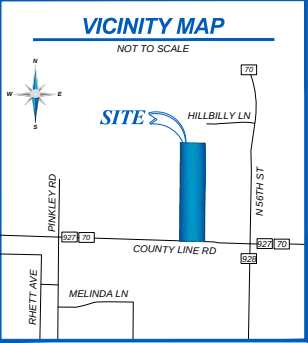
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



TRACT SPLIT

LOCATED IN: SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST
5830 W COUNTY LINE ROAD, SPRINGDALE, BENTON COUNTY, AR 72762

RECORD DESCRIPTION

PARENT TRACT (DEED BOOK 2015, AT PAGE 67836):

PARCEL #21-00167-535

THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, SUBJECT TO ANY PART IN ROADS.

SUBJECT TO COVENANTS, EASEMENTS AND RIGHT OF WAYS OF RECORD, IF ANY.

SURVEY DESCRIPTION

TRACT 1:

A PART OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND MAG NAIL MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 N88°44'24"W 660.47 FEET TO A FOUND 5/8" REBAR (BENT) MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE DEPARTING FROM SAID SOUTH LINE N02°15'59"E 60.52 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST COUNTY LINE ROAD, ALSO MARKING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE N87°08'20"W 329.87 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N02°24'18"E 358.07 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S87°35'43"E 161.58 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE N02°24'18"E 404.37 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE N87°35'42"W 161.58 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE N02°24'18"E 501.12 FEET TO A FOUND CAPPED 1/2" REBAR STAMPED "1873" LOCATED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20, THENCE ALONG THE NORTH LINE THEREOF S86°35'52"E 326.86 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE DEPARTING FROM SAID NORTH LINE S02°15'59"W 7.12 FEET TO A FOUND 1" PINCH PIPE; THENCE S00°48'41"W 196.29 FEET TO A FOUND 1" PIPE; THENCE S01°29'35"W 215.95 FEET TO A FOUND 1/2" REBAR; THENCE S04°06'51"W 245.07 FEET TO A FOUND CAPPED 5/8" REBAR STAMPED "PLS 1214"; THENCE S02°15'59"W 596.29 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 351.870 SQ. FEET OR 8.078 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT 2:

A PART OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND MAG NAIL MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 N88°44'24"W 660.47 FEET TO A FOUND 5/8" REBAR (BENT) MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE DEPARTING FROM SAID SOUTH LINE N02°15'59"E 60.52 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST COUNTY LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N87°08'20"W 329.87 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N02°24'18"E 358.07 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" MARKING THE TRUE POINT OF BEGINNING; THENCE N02°24'18"E 404.37 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S87°35'42"E 161.58 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S02°24'18"W 404.37 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE N87°35'43"W 161.58 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 65.340 SQ. FEET OR 1.500 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROPOSED 25' ACCESS & UTILITY EASEMENT

A PART OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND MAG NAIL MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 N88°44'24"W 660.47 FEET TO A FOUND 5/8" REBAR (BENT) MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE DEPARTING FROM SAID SOUTH LINE N02°15'59"E 60.52 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF WEST COUNTY LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE N87°08'20"W 168.28 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926" MARKING THE TRUE POINT OF BEGINNING; THENCE CONTINUING N87°08'20"W 25.00 FEET; THENCE N02°24'17"E 359.16 FEET; THENCE S87°35'43"E 25.00 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S02°24'18"W 359.36 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 8.981 SQ. FEET MORE OR LESS.

RIGHT-OF-WAY DEDICATION:

A PART OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM A FOUND MAG NAIL MARKING THE SOUTHEAST CORNER OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 N88°44'24"W 660.47 FEET TO A FOUND 5/8" REBAR (BENT) MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALSO MARKING THE TRUE POINT OF BEGINNING; THENCE N86°45'36"W 330.04 FEET TO A FOUND 1/2" REBAR; THENCE DEPARTING FROM SAID SOUTH LINE N02°24'18"E 58.33 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S87°08'20"E 329.87 FEET TO A SET CAPPED 5/8" REBAR STAMPED "MCKELVIN PS 1926"; THENCE S02°15'59"W 60.52 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 19.606 SQ. FEET OR 0.450 ACRES MORE OR LESS.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-18N-30W-0-20-200-04-1926

COMPLETED FIELD WORK:
JANUARY 17, 2025

REFERENCE DOCUMENTS:

1. WARRANTY DEED FILED IN DEED BOOK 2015 AT PAGE 67836.
2. SURVEY PLAT FILED IN PLAT BOOK Q AT PAGE 249.
3. SURVEY PLAT FILED IN PLAT BOOK Q AT PAGE 171.
4. SURVEY PLAT FILED IN PLAT BOOK 11 AT PAGE 29.
5. SURVEY PLAT FILED IN PLAT BOOK 11 AT PAGE 120.
6. SURVEY PLAT FILED IN PLAT BOOK 21 AT PAGE 89.
7. SURVEY PLAT FILED IN PLAT BOOK 2000 AT PAGE 18283.
8. SURVEY PLAT FILED IN PLAT BOOK 2004 AT PAGE 123.
9. SURVEY PLAT FILED AS INSTRUMENT NO. L202066540.
10. SURVEY PLAT FILED AS INSTRUMENT NO. 202009612.

BASIS OF BEARING:

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05070304301, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

ZONING INFORMATION

CURRENT ZONING: A-1, AGRICULTURE DISTRICT

SETBACK REQUIREMENTS:

- FRONT - 35'
- SIDE - 20'
- REAR - 35'
- INTERIOR CORNER - 20'
- EXTERIOR CORNER - 35'

LAND AREA

TRACT 1:
351.870 SQ. FEET ±
8.078 ACRES ±

TRACT 2:
65.340 SQ. FEET ±
1.500 ACRES ±

SIGNATURE BLOCKS

CERTIFICATE OF OWNERSHIP:
AS OWNER OF THE PROPERTY SHOWN HEREON I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS PRESENTED ON THIS PLAT.

DATE OF EXECUTION SIGNED OWNER

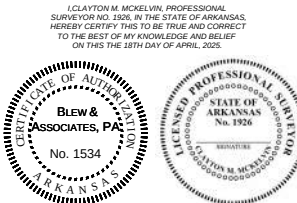
STATE OF ARKANSAS
COUNTY OF
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY OF SPRINGDALE
APPROVAL FOR RECORDING

DATE DIRECTOR, PLANNING AND COMMUNITY
DEVELOPMENT DIVISION



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

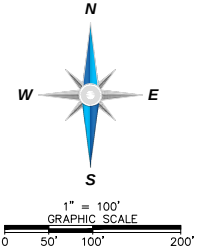
Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-0009	SURVEY DRAWN BY: BDM - 04/18/2025
SURVEY REVIEWED BY: TPN	SCALE: 1" = 100'
FOR THE USE AND BENEFIT OF: KATHY HOWERTON	

TRACT SPLIT

LOCATED IN: SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST
5830 W COUNTY LINE ROAD, SPRINGDALE, AR 72762



LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR WITH CAP "MCKELVIN PS 1926"
- ⊕ COMPUTED POINT
- ⊗ POWER POLE
- ⊕ GAS VALVE
- ⊕ WATER VALVE
- ⊕ FIRE HYDRANT
- ⊕ TELEPHONE PEDESTAL
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- B.S.B. BUILDING SETBACK
- BOUNDARY LINE
- - - EASEMENT LINE
- R/W --- RIGHT-OF-WAY LINE
- C/L --- CENTERLINE
- x - x - FENCE LINE
- - - OVERHEAD POWER LINE
- - - SETBACK LINE

I, CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 13536, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 30TH DAY OF JANUARY, 2025.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

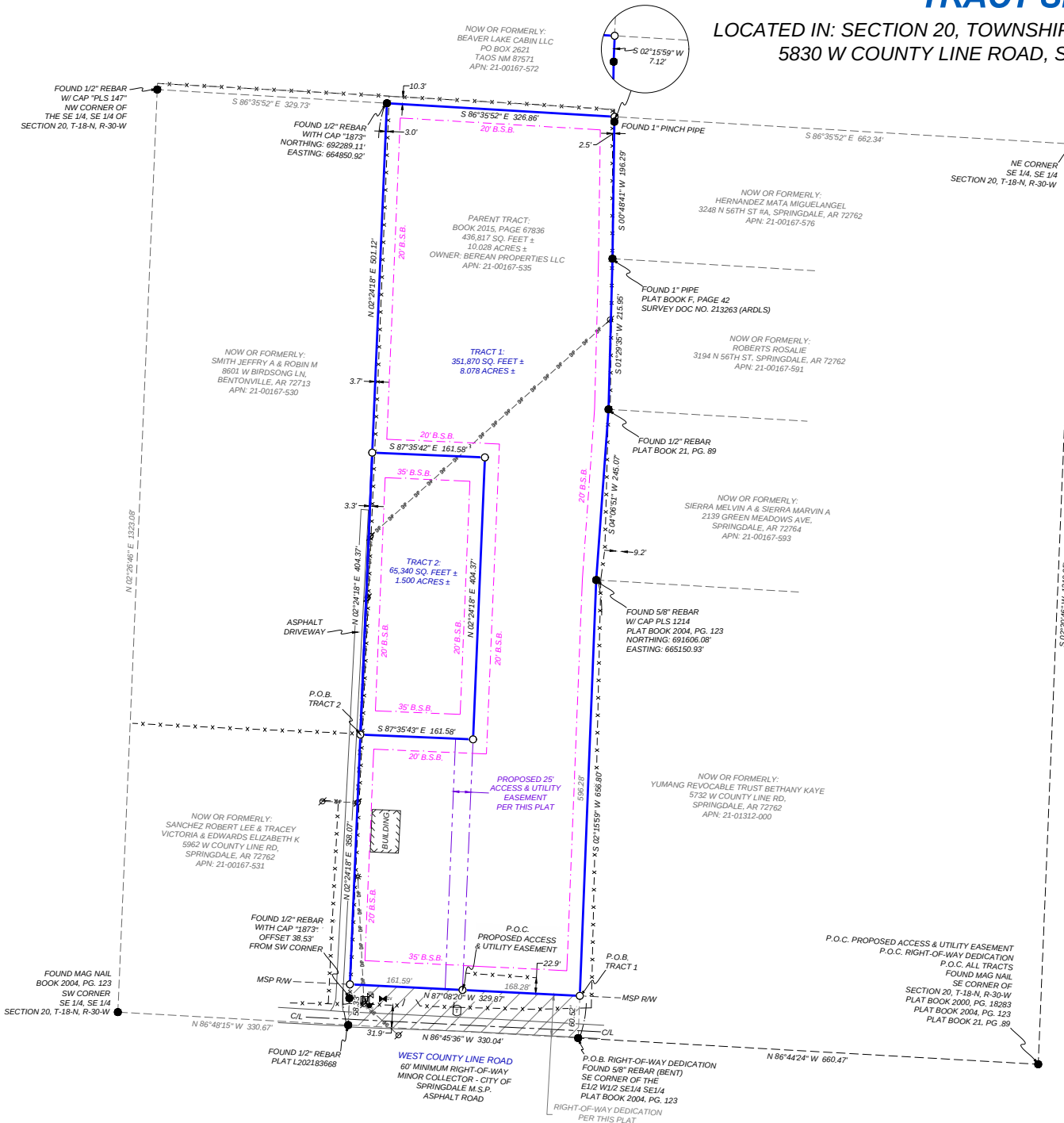
BLEW & ASSOCIATES, P.A.

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

Surveying
Engineering
Mapping

SURVEYOR JOB NUMBER: 25-0009	SURVEY DRAWN BY: BDM - 04/18/2025
SURVEY REVIEWED BY: TPN	SCALE: 1" = 100'

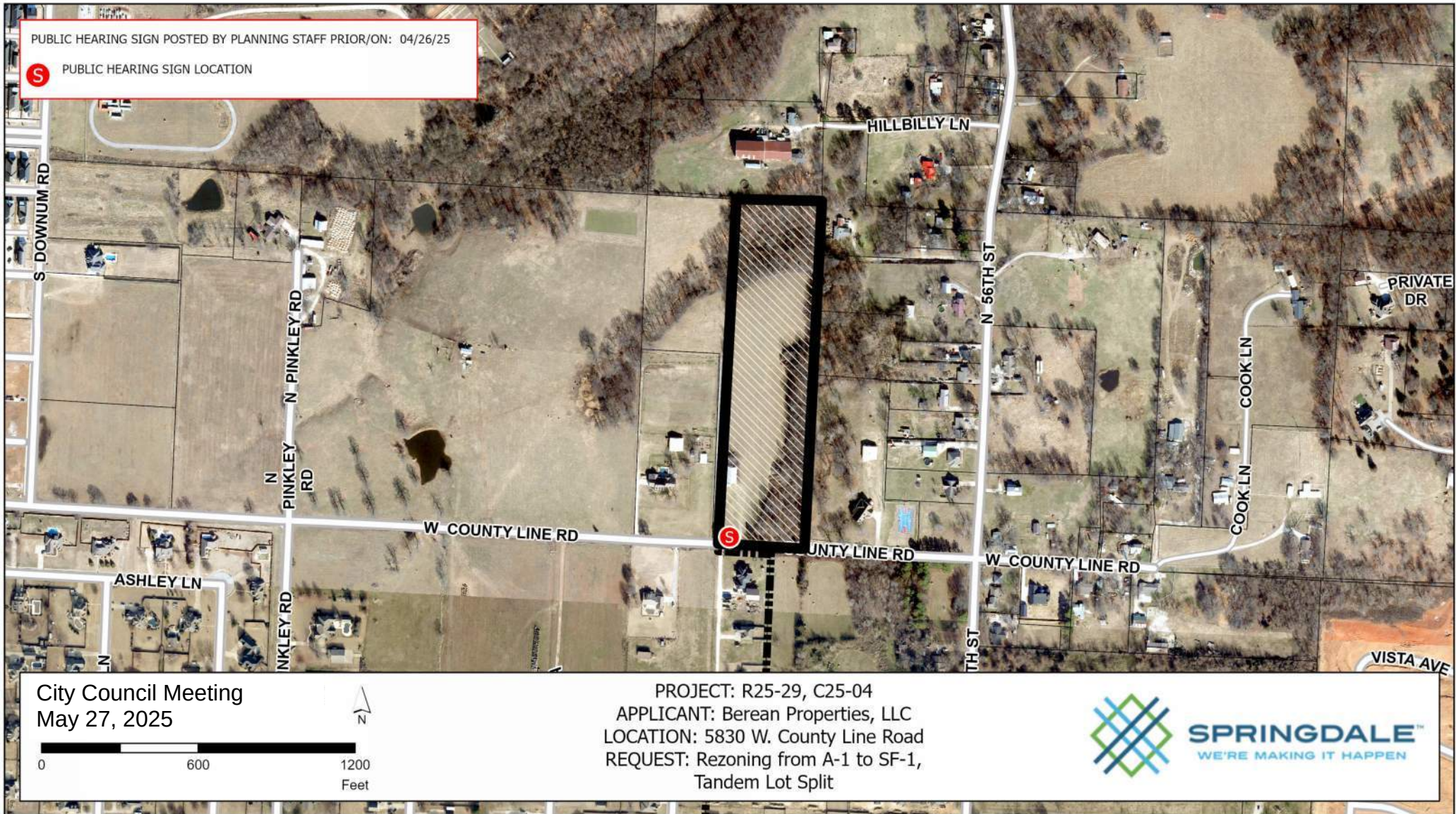
FOR THE USE AND BENEFIT OF:
KATHY HOWERTON



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

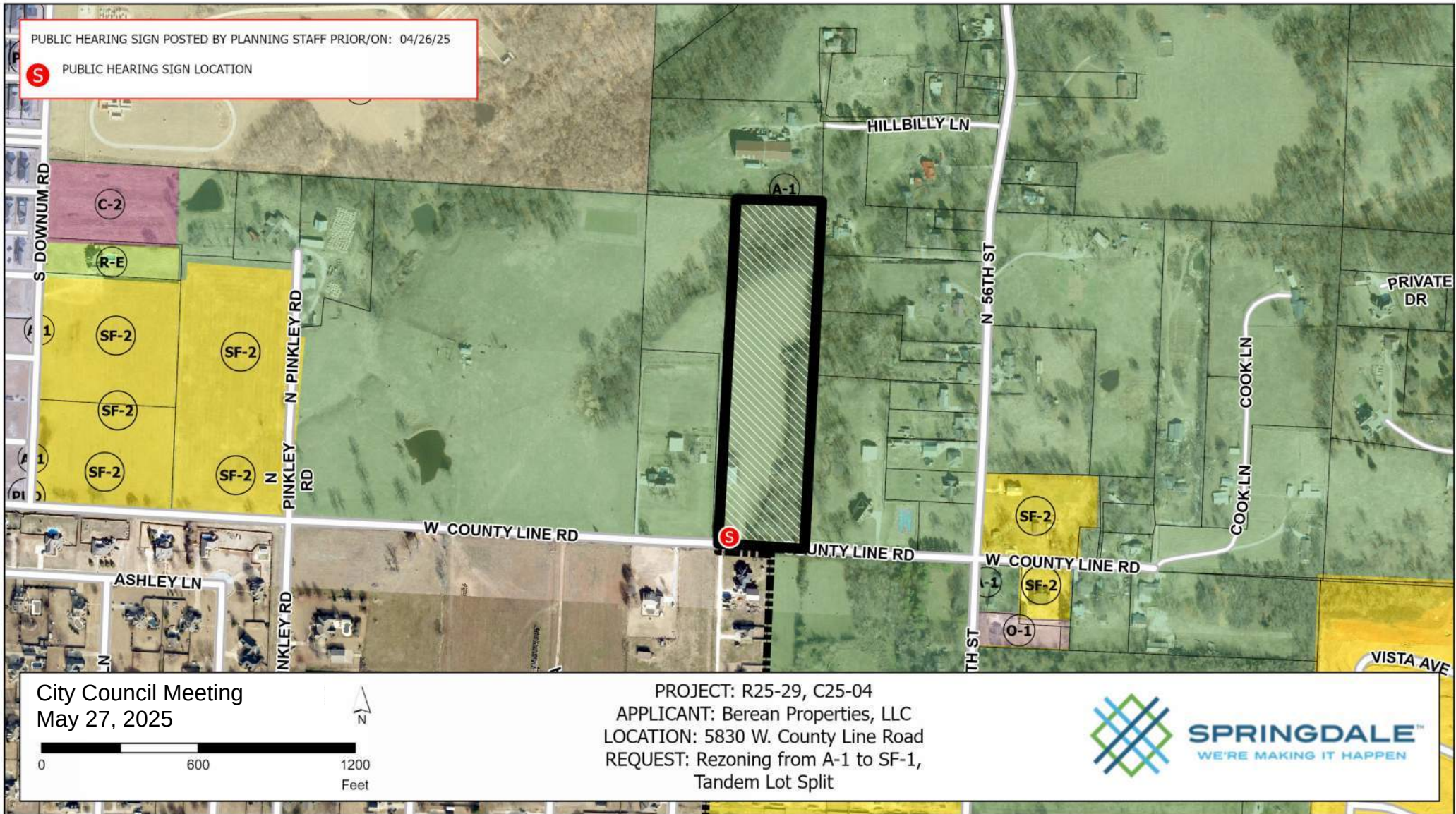
PROJECT: R25-29, C25-04
APPLICANT: Berean Properties, LLC
LOCATION: 5830 W. County Line Road
REQUEST: Rezoning from A-1 to SF-1,
Tandem Lot Split



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

0 600 1200
Feet

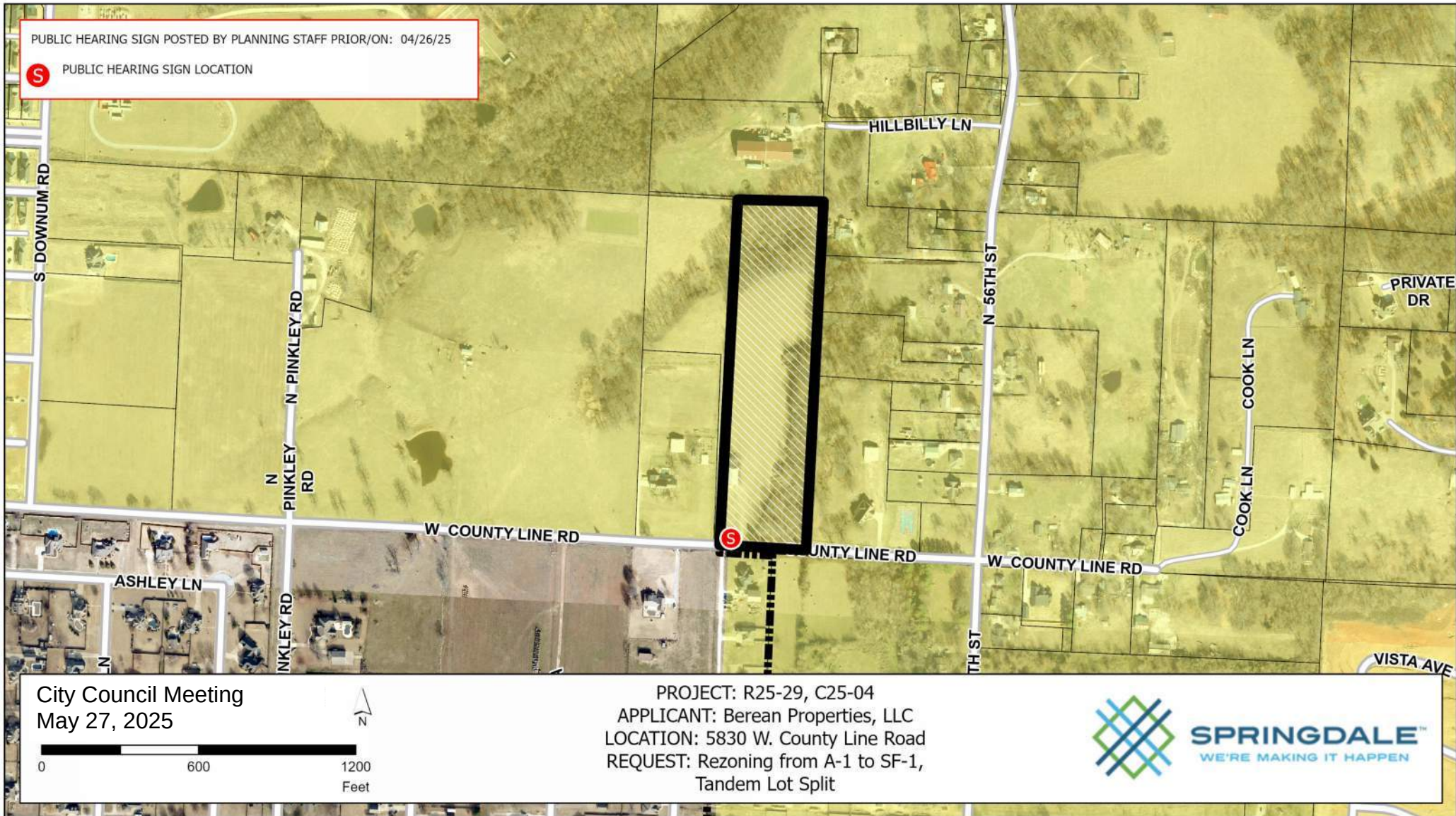
PROJECT: R25-29, C25-04
APPLICANT: Berean Properties, LLC
LOCATION: 5830 W. County Line Road
REQUEST: Rezoning from A-1 to SF-1,
Tandem Lot Split



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



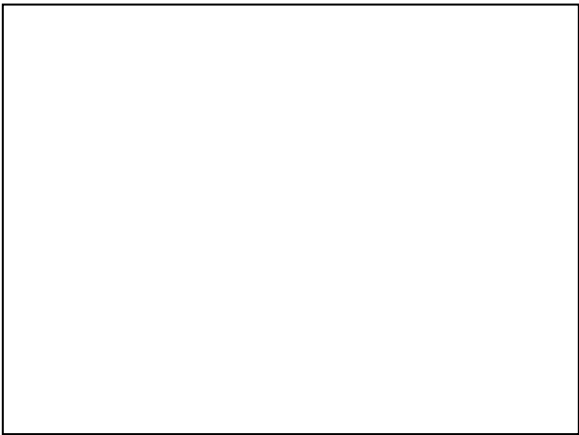
PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

PROJECT: R25-29, C25-04
APPLICANT: Berean Properties, LLC
LOCATION: 5830 W. County Line Road
REQUEST: Rezoning from A-1 to SF-1,
Tandem Lot Split





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-30) CERTAIN LANDS LOCATED AT 11039 MARCHANT ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) 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 May 6, 2025, for hearing the matter of a petition of Virgil & Marlene Moore Revocable Trust requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a General Commercial District (C-2).

Layman’s Description: 11039 Marchant Road

Legal Description:

A PART OF THE NW1/4 OF THE SE1/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE FOUND AT THE NORTHWEST CORNER OF SAID NW1/4 OF THE SE1/4; THENCE ALONG THE NORTH LINE OF SAID NW1/4 OF THE SE1/4 S87°08'23"E 389.75 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 412 AS ESTABLISHED BY ARDOT JOB 012326; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: S11°23'23"W 260.02 FEET; S19°46'11"W 260.81 FEET; S09°24'13"W 149.34 FEET; S05°04'46"W 4.07 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N87°07'47"W 258.47 FEET TO A PK NAIL FOUND ON THE WEST LINE OF SAID NW1/4 OF THE SE1/4; THENCE ALONG SAID WEST LINE N02°53'17"E 659.07 FEET TO THE POINT OF BEGINNING, CONTAINING 4.92 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF MARCHANT ROAD (50' R/W) AND SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-30) from an Agricultural District (A-1) to a General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

From an Agricultural District (A-1) to a General Commercial District (C-2) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



0 575 1150
Feet

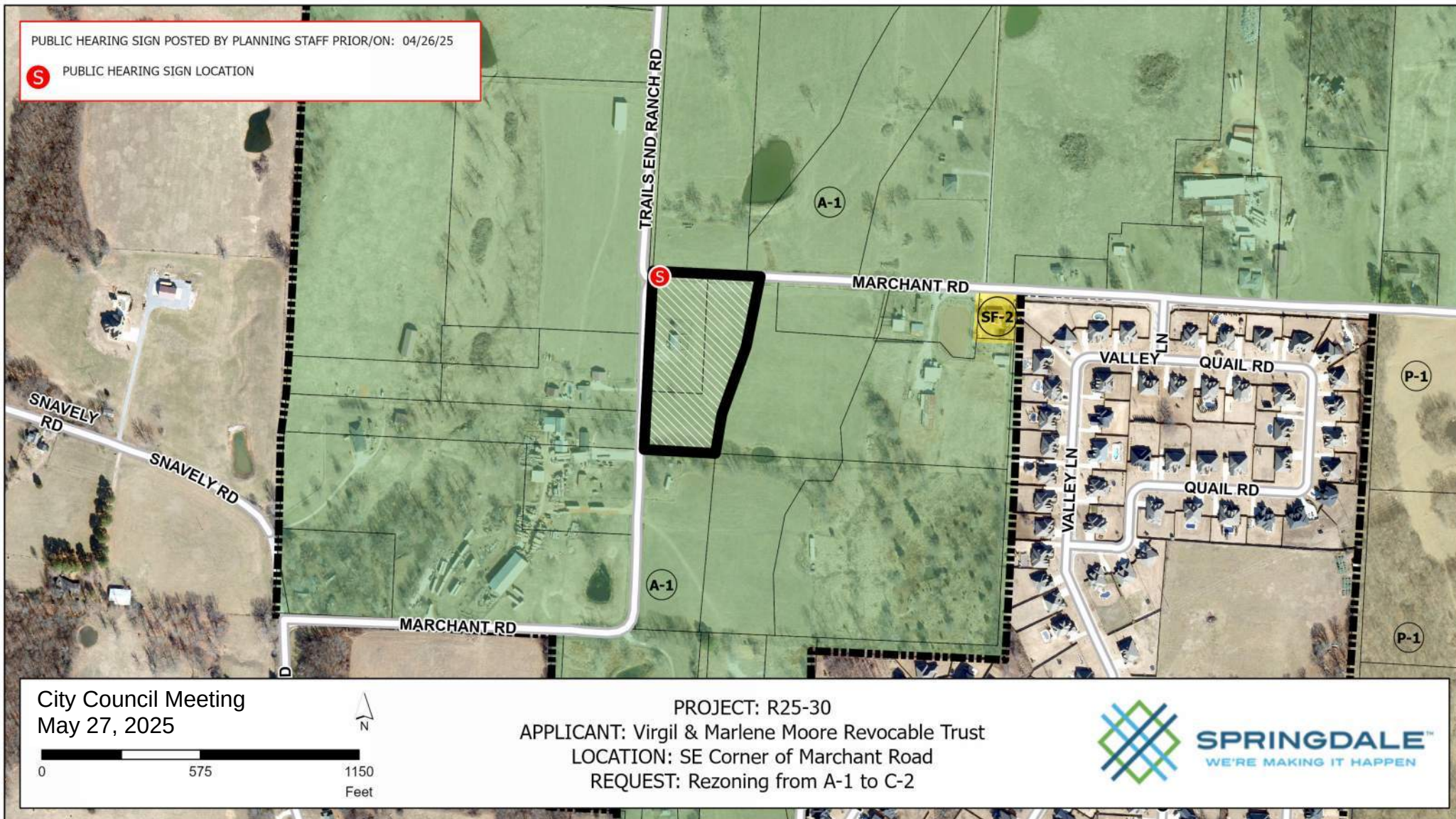
PROJECT: R25-30
APPLICANT: Virgil & Marlene Moore Revocable Trust
LOCATION: SE Corner of Marchant Road
REQUEST: Rezoning from A-1 to C-2



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



0 575 1150
Feet

PROJECT: R25-30
APPLICANT: Virgil & Marlene Moore Revocable Trust
LOCATION: SE Corner of Marchant Road
REQUEST: Rezoning from A-1 to C-2



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION

Low Density Residential

SNAVELY RD

SNAVELY RD

MARCHANT RD

TRAILS END RANCH RD

MARCHANT RD

VALLEY LN

QUAIL RD

QUAIL RD

City Council Meeting
May 27, 2025



0 575 1150
Feet

PROJECT: R25-30

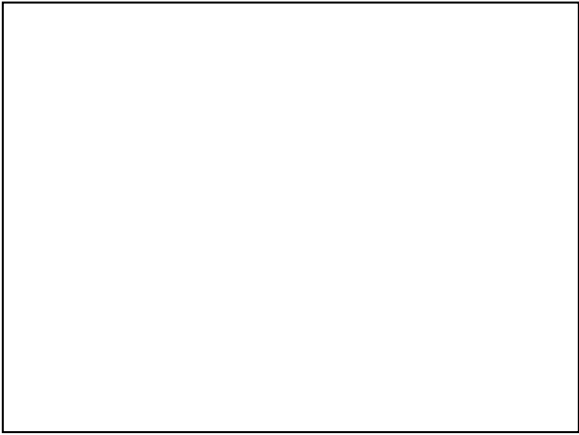
APPLICANT: Virgil & Marlene Moore Revocable Trust

LOCATION: SE Corner of Marchant Road

REQUEST: Rezoning from A-1 to C-2



SPRINGDALE™
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-31) CERTAIN LANDS LOCATED AT 1150 ELWAY DRIVE FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A LARGE PRODUCT RETAIL SALES DISTRICT (C-6) 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 6, 2025, for hearing the matter of a petition of Sam S. Nejad, Sarah Pakzad & Akbar Golmirzaie requesting that the following described tract of real estate be rezoned from a General Commercial District (C-2) to a Large Product Retail Sales District (C-6).

Layman’s Description: 1150 Elway Drive

Legal Description:
PART OF THE FRACTIONAL SOUTHWEST QUARTER (FRACTIONAL SW1/4) OF THE FRACTIONAL SOUTHWEST QUARTER (SW1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 773 FEET EAST AND 230.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID FRACTIONAL FORTY ACRE TRACT; THENCE NORTH 150 FEET; THENCE EAST 133.82 FEET; THENCE SOUTH 02° 23' WEST 150.13 FEET; THENCE WEST 127.58 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.45 ACRE, MORE OR LESS. LESS AND EXCEPT:

PART OF THE FRACTIONAL SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY,

ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 5/8 INCH REBAR BEING USED AS THE WEST SIXTEENTH CORNER OF SECTIONS 7 AND 18; THENCE NORTH 88° 04' 12" WEST ALONG THE SOUTH LINE OF THE FRACTIONAL SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 A DISTANCE OF 462.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 265 AS ESTABLISHED BY AHTD JOB 9562; THENCE NORTH 05° 22' 16" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 231.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88° 04' 12" WEST A DISTANCE OF 20.76 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 265 AS ESTABLISHED BY AHTD JOB 040490; THENCE NORTH 05° 03' 41" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 149.75 FEET TO A POINT; THENCE SOUTH 87° 31' 32" EAST A DISTANCE OF 21.56 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 265 AS ESTABLISHED BY AHTD JOB 9562; THENCE SOUTH 05° 22' 16" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 149.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES MORE OR LESS AS SHOWN ON PLANS PREPARED BY THE AHTD REFERENCED AS JOB 040490. TRACT 11

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 (R25-31) from a General Commercial District (C-2) to a Large Product Retail Sales District (C-6) 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 Large Product Retail Sales District (C-6) zone.

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the

health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

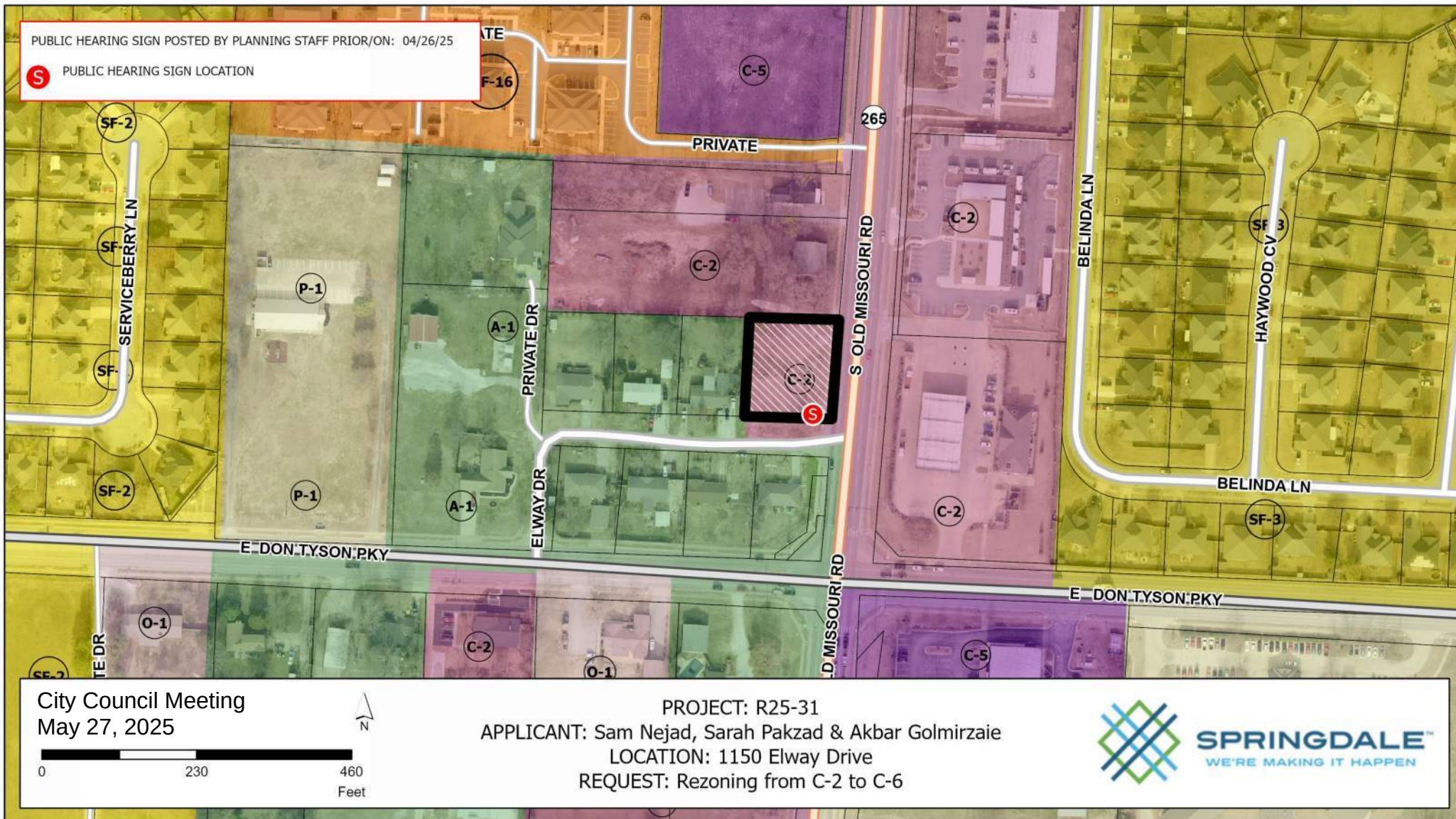
PROJECT: R25-31
APPLICANT: Sam Nejad, Sarah Pakzad & Akbar Golmirzaie
LOCATION: 1150 Elway Drive
REQUEST: Rezoning from C-2 to C-6



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025

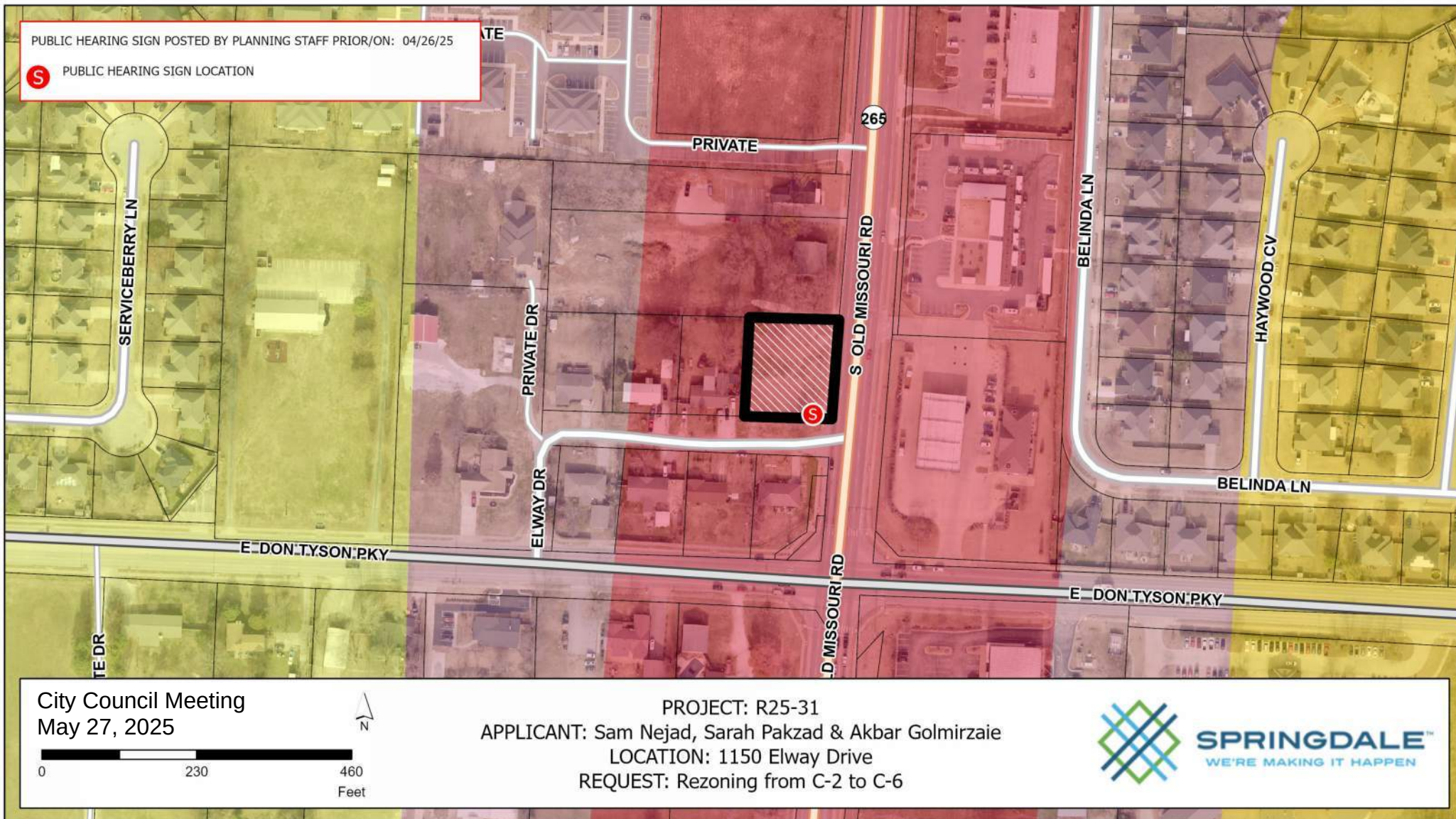
PROJECT: R25-31
APPLICANT: Sam Nejad, Sarah Pakzad & Akbar Golmirzaie
LOCATION: 1150 Elway Drive
REQUEST: Rezoning from C-2 to C-6



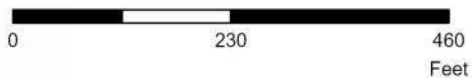
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/26/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
May 27, 2025



PROJECT: R25-31
APPLICANT: Sam Nejad, Sarah Pakzad & Akbar Golmirzaie
LOCATION: 1150 Elway Drive
REQUEST: Rezoning from C-2 to C-6



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-02) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO MARLEN BANEGAS IN CONNECTION WITH LS24-36, AN INFORMAL PLAT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-02) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-02) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights in connection with LS24-36, an Informal Plat for Marlen Banegas, 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 (W25-02) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights in connection with LS24-36, an Informal Plat for Marlen Banegas.

Option 2: Denies a waiver (W25-02) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights in connection with LS24-36, an Informal Plat for Marlen Banegas.

Option 3: Approves payment in lieu of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights in connection with LS24-36, an Informal Plat for Marlen Banegas, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights in connection with LS24-36, an Informal Plat for Marlen Banegas.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

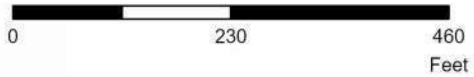
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



City Council Meeting
May 27, 2025



PROJECT: W25-02 & LS24-36
APPLICANT: Marlen E. Banegas
LOCATION: 2969 E. Emma Avenue
REQUEST: Waiver of Subdivision Requirements,
Request for Informal Plat Review



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-14) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO ARK-O-MO TREE SERVICE IN CONNECTION WITH L25-12, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-14) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-14) of street improvements to North Graham Road, including drainage improvements related thereto, curbs, gutters, and sidewalks in connection with L25-12, a large-scale development for Ark-O-Mo Tree Service, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to North Graham Road, including drainage improvements related thereto, curbs, gutters, and sidewalks, in connection with L25-12, a large-scale development for Ark-O-Mo Tree Service.

Option 2: Denies a waiver of street improvements to North Graham Road, including drainage improvements related thereto, curbs, gutters, and sidewalks, in connection with L25-12, a large-scale development for Ark-O-Mo Tree Service.

Option 3: Approves payment in lieu of improvements to North Graham Road in connection with L25-12, a large-scale development for Ark-O-Mo Tree Service, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to North Graham Road, including drainage improvements related thereto, curbs, gutters, and sidewalks to be built in connection with L25-12, a large-scale development for Ark-O-Mo Tree Service.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

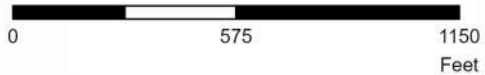
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



City Council Meeting
May 27, 2025



PROJECT: W25-14
APPLICANT: Ark-O-Mo Tree Service
LOCATION: Graham Road
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY USE AGREEMENT ON PROPERTY
OWNED BY THE CITY OF SPRINGDALE, ARKANSAS.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

Washington County Tax Parcel No. 815-25250-000 and Washington County Tax Parcel No. 815-25253-000 (collectively "the Property").

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council;

WHEREAS, the City has approved a Large Scale Development project known as the Sundry Hotel ("the Project") on Emma Avenue on property adjacent to the Property;

WHEREAS, the contractor for the Project, Crossland Construction, Inc., wishes to utilize a portion of the Property (as shown on the attached Exhibit) for the staging of equipment/materials and for the placement of construction trailers during the construction of the Project; and,

WHEREAS, the City and Crossland Construction, Inc., wish to enter into a Temporary Use Agreement, a copy of which is attached hereto and incorporated herein by reference, governing the terms by which the Property may be used during the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute a Temporary Use Agreement with Crossland Construction, Inc., for the use of a portion of the Property during the construction of the Project, subject to the terms of the Temporary Use Agreement.

PASSED AND APPROVED this 27th day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

TEMPORARY USE AGREEMENT

Between City of Springdale and Crossland Construction Company, Inc.

This Temporary Use Agreement ("Agreement") is made and entered into as of [Date], by and between the City of Springdale, Arkansas ("City") and Crossland Construction Company, Inc. ("Contractor").

1. Purpose

The City agrees to permit Contractor to temporarily use the parking lot described and depicted in Exhibit A attached hereto and incorporated herein by reference ("Premises") for the purpose of staging and placement of construction job site trailers and related equipment in connection with the hotel construction project located at [Project Address].

2. Term

The term of this Agreement shall commence on June 1, 2025, and continue until December 31, 2026, unless terminated earlier in accordance with this Agreement.

3. Use of Premises

Contractor may use the Premises solely for:

- Placement of job site trailers.
- Storage of construction-related materials and equipment.
- Parking for construction personnel (if applicable).

Contractor shall use the Property in such a manner as to minimize the impact to the Property and adjacent lands, businesses, and infrastructure. No permanent improvements may be constructed upon the Property. No noxious, unlawful or hazardous activity shall be allowed on the Property. Contractor shall be responsible for obtaining any permits from the City of Springdale and from the State of Arkansas related to the use of the property, including any permits required from the ADEQ. Contractor shall be entitled to install temporary fencing on the Property and to utilize temporary electric service. Contractor's use shall not conflict with or cause delay to the public's use of the ATM machine located adjacent to the Property, shall not conflict with or cause any delay to City's tenant at 281 W. Meadow, and shall not conflict with the public's usage of the Razorback Greenway Trail. More specifically, all construction trailers and material shall be stored in the area as shown on the attached Exhibit.

4. Exhibit A – Premises Description

The Premises subject to this Agreement are more particularly described and depicted in Exhibit A, which shows the location and boundaries of the parking lot approved for Contractor's temporary use.

5. Condition and Restoration

- Contractor shall maintain the Premises in a neat and orderly condition during use.
- Upon termination of this Agreement, Contractor agrees to remove all trailers, equipment, and debris and restore the Premises to its original condition, reasonable wear and tear excepted.

Contractor shall be solely responsible for all costs associated with its use of the Property and shall hold City harmless for any such costs. Contractor shall restore the Property to its original condition and shall be responsible for the costs and expense of restoring any infrastructure, streets, sidewalks, or adjacent lands damaged by Contractor's use of the Property or operations. Contractor shall indemnify, save and hold harmless City from any damages for which Contractor is responsible and from any other injury to person or property, caused by the negligence of Contractor, its employees, agents or anyone acting on behalf of Contractor.

6. Termination

Either party may terminate this Agreement with 30 days written notice to the other party.

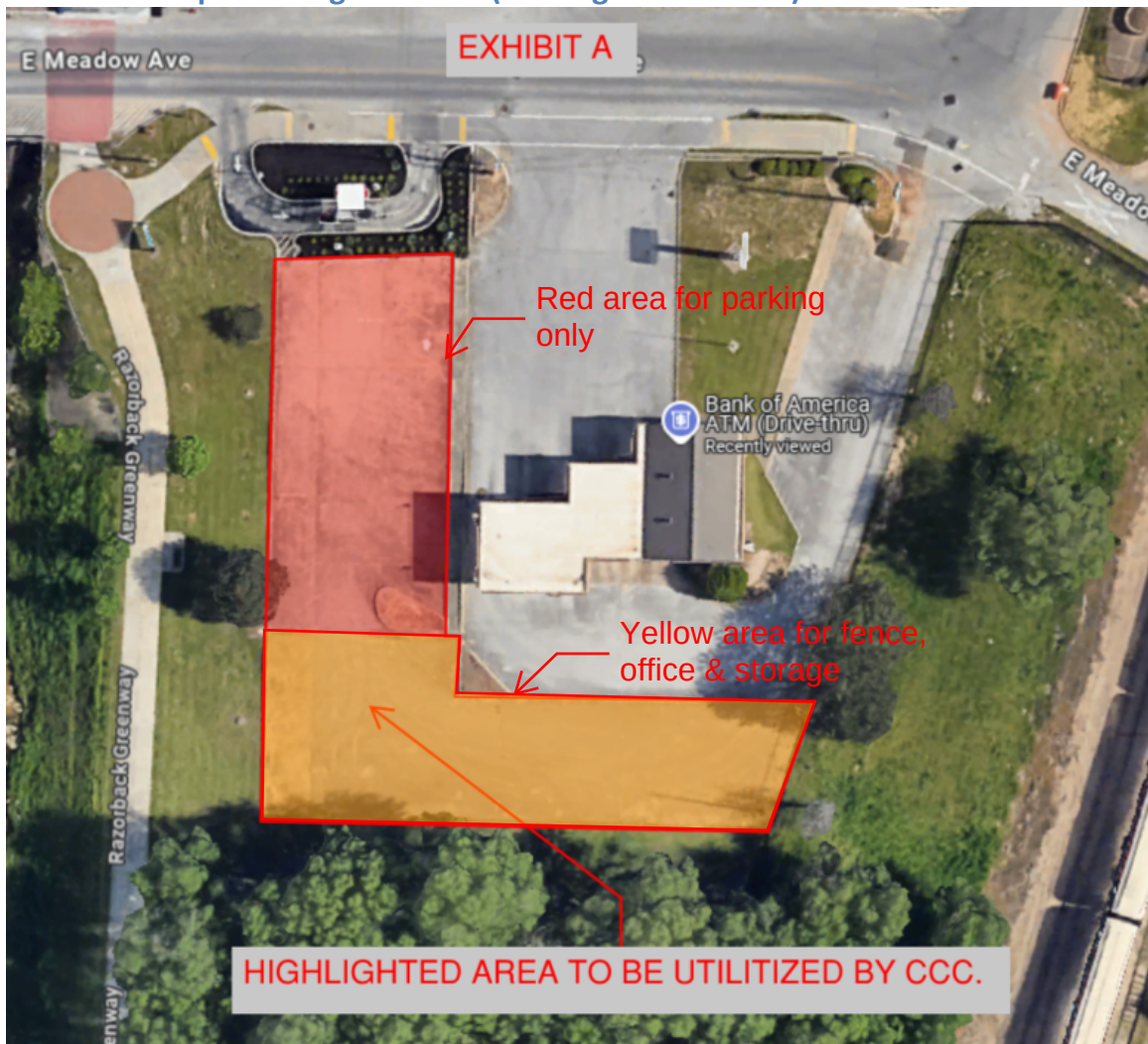
7. Miscellaneous

- This Agreement, together with Exhibit A, constitutes the entire understanding between the parties regarding the subject matter.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Springdale, Arkansas	Crossland Construction Company, Inc.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A: Map Showing Premises (Parking Lot Location)



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LEASE AGREEMENT WITH THE AMERICAN LEGION,
BEELY JOHNSON POST 139, ON PROPERTY OWNED BY
THE CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property located at 200 Spring Street, Springdale, Washington County, Arkansas, Washington County Tax Parcel No. 815-22929-000;

WHEREAS, on April 3, 1928, the City of Springdale, Arkansas, and the American Legion, Beely Johnson Post 139, entered into a Ninety-Nine (99) year Lease Contract for a portion of the aforementioned property, more specifically described as follows:

Beginning at the Northeast corner of Block Three (3) in Holcomb’s Addition to the Town (now City) of Springdale, Arkansas, and running thence South Ninety (90) feet; thence West to the West line of said Block Three (3); thence North Ninety (90) feet; to the North line of said Block Three (3); and from thence running East to the place of beginning, property commonly known as 200 Spring Street, Springdale, Washington County, Arkansas, as well as all areas adjacent thereto and associated therewith, and as delineated on the attached Map which is attached hereto and incorporated herein by reference. Also known as a portion of Washington County Tax Parcel No. 815-22929-000 ("the Property").

WHEREAS, the City wishes to enter into a new Lease Agreement with the American Legion, Beely Johnson Post 139, relating to the Property and the improvements located thereon, which will supersede and replace the prior Lease Contact entered into by the Parties in 1928; and,

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to enter into a Lease Agreement with the American Legion, Beely Johnson Post 139, for the above-referenced property, subject to the terms and provisions contained in such Lease Agreement as agreed to by the parties.

PASSED AND APPROVED this ____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the City of Springdale, Arkansas, hereinafter referred to as "Lessor," and the American Legion, Beely Johnson Post 139, an Arkansas Nonprofit Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

1. **Lease of Premises.** The Lessor, in consideration of the public advantages described herein, other good and valuable consideration, and the covenants and agreement to be performed by Lessee, does hereby let, lease and demise unto Lessee the following described premises, and improvements thereon, situate in Springdale, Washington County, Arkansas, to-wit:

Beginning at the Northeast corner of Block Three (3) in Holcomb's Addition to the Town (now City) of Springdale, Arkansas, and running thence South Ninety (90) feet; thence West to the West line of said Block Three (3); thence North Ninety (90) feet; to the North line of said Block Three (3); and from thence running East to the place of beginning, property commonly known as 200 Spring Street, Springdale, Washington County, Arkansas, as well as all areas adjacent thereto and associated therewith, and as delineated on the attached Map which is attached hereto and incorporated herein by reference. Also known as a portion of Washington County Tax Parcel No. 815-22929-000 ("the Premises").

2. **Term/Use.** To have and to hold the Premises unto Lessee beginning the 1st day of June, 2025, and ending the 31st day of May, 2055. Thereafter, upon mutual agreement of the parties, this Lease may continue (under the same terms provided herein) as a month-to-month tenancy until terminated by either party. Lessee shall use the Premises for an American Legion Post, and activities related thereto.

3. **Rental Amount.** The Parties agree that Lessee will pay to Lessor a monthly rental of \$150.00, which shall be paid each month during the Term of this Lease. Lessee also agrees to pay other expenses, including liability insurance, utilities, repairs, and maintenance, as more specifically set forth and provided herein. Each Rental Amount payment shall be due in advance of the first (1st) day of each calendar month during the Lease Term or any extensions thereof, to Lessor and delivered to Lessor as directed in the Notice provision herein. No Rental Amount shall be deemed late until the tenth (10th) day of each calendar month. The Parties agree that the monthly rental set forth herein is based on Lessor's 2025 insurance rate, and the Parties agree that the monthly rental will be automatically adjusted in the event that the annual premium is changed by Lessor's insurance provider.

4. **Security Deposit.** Lessee shall not be required to pay a security deposit to Landlord.

5. **Lessee Improvements, Maintenance, and Utilities.** Lessee agrees to:

- (a) maintain the grounds of the Premises (trash, etc.);
- (b) be responsible for all costs associated with routine maintenance of the Premises, including but not limited to replacing air filters on a timely basis, replacing light bulbs and ballasts, replacing door knobs and closers, replacing toilet tank floats and handles, lubricating and cleaning;
- (c) be responsible for payment of all utility costs on the Premises during the term of this Agreement;
- (d) Any and all improvements installed or made by Lessee during the term of this Agreement shall become Lessor's property upon the termination of this Agreement.

6. **Lessor Improvements/Renovations.** Lessor agrees to:

- (a) repair the interior or exterior of the building, electrical systems, plumbing, HVAC, roof structure, and any component, including outbuildings;
- (b) make alterations to the Premises needed in order to bring or keep the Premises in order for Lessee's use;
- (c) should Lessor desire to make any interior renovations to the Premises, Lessor shall provide Lessee with 90 days' advance notice, and any rental amounts will be abated for the period during which Lessee is deprived of the use of the Premises due to Lessor's renovations.

7. **Insurance.** Lessor shall provide the requisite insurance on the structure on the Premises, but Lessee shall be responsible for any insurance on any of Lessee's personal property kept at the Premises. Lessee shall not cause or create any situation which would impair Lessor's ability to obtain or maintain insurance on the structure of the Premises. Lessee shall at all times herein maintain a public liability insurance policy with coverage limits of \$1,000,000.

8. **Damage or Destruction of Improvements.** It is mutually agreed that in the event that any of the improvements located on the Premises should be damaged by fire, windstorm, tornado, or other casualty to the extent that such Premises cannot be repaired, and put in condition for their intended use within 90 days from the happening of any of the casualties described above, then the Lessor or Lessee shall have the option to declare this Agreement terminated and at an end, and in that event neither of the parties hereto shall have any further liability under such Agreement.

9. **Covenant Against Liens.** Lessee shall not, by its acts, permit to exist any lien upon the Premises, unless such lien or claim of lien is contested by Lessee, and in such event such contest shall be prosecuted to a final conclusion as speedily as possible, and Lessee shall save and hold harmless Lessor against any and all losses and costs which may necessarily be incurred by Lessor by reason of such lien, and after final determination of such contest, Lessee

shall fully pay and discharge any judgment resulting from such contest. Nothing in this Agreement shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, or other person or firm for the performance of any labor, services or materials for use on the Premises or any part thereof, and notice is hereby given that Lessor shall not be liable for any such labor, services or materials furnished to Lessee, nor shall any such liens affect the interest of Lessor in and to the Premises.

10. **Assignment and Subletting.** Lessee shall not assign this Agreement nor shall Lessee have the right to sublet the premises, in whole or in part, without the prior express written consent of Lessor. In the event Lessor approves the assignment or subletting of the Premises for a specific event, any such approval would be on the condition that:

- (a) Lessee utilizes a Building Usage Agreement (a copy of which is attached hereto and incorporated herein by reference), which contains the general rules and conditions for any sub-lessee's use of the Premises;
- (b) The possession, distribution, or sale of alcoholic beverages on the Premises is prohibited, unless the Premises becomes included within the boundaries of, and subject to, the regulations of the Downtown Springdale Outdoor Dining District ("the District"), pursuant to Ark. Code Ann. §14-54-1412; and,
- (c) Lessee shall be solely responsible for any damage or destruction of the Premises caused by any sub-lessee's use of the Premises, or by any violation of the Building Usage Agreement.

11. **Termination of Lease.** Either party may terminate this lease by giving 30 days written notice to the other party. Notice shall be deemed sufficient if made by sending such notice by regular mail to the party at the address specified in paragraph 15, by personal delivery, or by electronic mail.

12. **Default.** The happening of any one or more of the following events shall constitute default by Lessee:

- (a) Failure to comply with the terms and provisions herein as same relate to Lessee;
- (b) Failure to use the Premises consistent with the purposes described in Paragraph 2 herein, or if Lessor determines that the use of the Premises is no longer in the public interest as described in Paragraph 2 herein.

In the event Lessor shall elect to take possession of the Premises as permitted under this paragraph, Lessor shall be entitled to such possession without being guilty in any manner of trespass, and Lessee agrees to deliver possession immediately upon demand to Lessor.

13. **Hold Harmless and Indemnity.** Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor provided in Ark. Code Ann. §21-9-301.

14. **Waiver.** Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provisions of this lease or a consent to any subsequent breach of the same or any other provision.

15. **Notices.** All notices to be given by the parties hereunder shall be addressed to the party to receive such notice, with postage prepaid, mailed via U.S. Certified Mail, Return Receipt Requested, to the following:

LESSOR: City of Springdale
Attention: Mayor's Office
201 N. Spring Street
Springdale, AR 72764
dsprouse@springdalear.gov

LESSEE: Albert Wille, Commander
P. O. Box 606
Springdale, AR 72765-0606

The parties hereto may change the above address by notification to the other in writing, as above required.

16. **Binding Agreement.** This agreement shall inure to the benefit and be binding upon the respective parties, their heirs, successors and assigns.

17. **Full Agreement.** The parties acknowledge this Agreement to be their complete and full agreement in regard to the Premises, and neither is relying upon any oral representations not made in this document.

18. **Prior Lease Contract Superseded.** It is expressly agreed and understood by the Parties herein that this Agreement supersedes and replaces a Lease Contract entered into by the Parties on April 3, 1928, and filed for record at Book 394, Page 403, of the land records of Washington County, Arkansas.

19. **Memorandum of Lease.** Either party may, at their option, file a Memorandum of Lease with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and provide the other party with a file-marked copy thereof.

IN WITNESS WHEREOF, the party identified as Lessee has set its hand and seal the day and year written opposite his respective signature, and Lessor has caused this Agreement to be signed by the person who represents that he has the authority to bind Lessor to this Agreement on the day and year written opposite their respective signatures.

LESSEE:

The American Legion, Beely Johnson Post 139

Date

By: _____
Albert Wille, Commander

LESSOR:

City of Springdale, Arkansas

Date

BY: _____
Doug Sprouse, Mayor

Date

BY: _____
Sabra Jeffus, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Albert Wille, Commander, the duly authorized representative of The American Legion, Beely Johnson Post 139, Lessee herein, personally known to me to be the person subscribing to the foregoing document, and who stated to me that he had executed the same for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2025.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS

)

)SS

COUNTY OF WASHINGTON

)

BE IT REMEMBERED, that on this day, came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Doug Sprouse and Sabra Jeffus, to me well known as the Mayor and City Clerk for the City of Springdale, Lessor in the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2025.

My Commission Expires:

Notary Public



AMERICAN LEGION

Beely-Johnson Post 139
200 Spring St, Springdale AR 72764
P.O. Box 606, Springdale, AR 72675

BUILDING USEAGE AGREEMENT

RESERVATION DATE:	Su Mo Tu We Th Fr Sa
NAME:	
ADDRESS:	
PHONE:	EMAIL:

USAGE FEE: \$500/PER DAY + \$250 REFUNDABLE SECURITY & RESERVATION DEPOSIT.

SECURITY DEPOSIT REQUIRED FOR RESERVATION.

USER FEE IS DUE 10 DAYS PRIOR TO YOUR RESERVATION.

Operating Hours: Tuesdays & Fridays 1:00 PM – 4:00 PM

1. **NO ALCOHOL**, unless in a Downtown Springdale Outdoor Dining District approved container, pursuant to Chapter 6, Article III of the Springdale Code of Ordinances
2. No indoor sales or admission fees.
3. No running, throwing balls, wrestling, or horseplay inside the building.
4. **NO SMOKING** inside the building. All cigarettes or cigar debris should be cleaned up from outside area.
5. No more than one hundred (100) people are allowed in the building at any time. This is a Fire Marshall regulation.
6. No firearms or weapons are allowed on the property.

CONDITIONS:

The following conditions must be met to have your security deposit refunded.

1. All tables and chairs must be returned to the storage room and stored, as pictured.
2. Building must be swept, and all spills mopped, to include the kitchen and two (2) restrooms.
3. All trash (inside and out) must be picked up, bagged, and placed in the trash bins, at the back of the building. A total of three (3) bags of trash are allotted per reserved date. Any excess trash above three (3) bags must be disposed of by the renter's own means.
4. Clean the kitchen and remove anything left in the refrigerator.
5. Turn off all lights and ensure that water faucets are turned off.
6. Do not wait until the next day to clean, since others may be using the building the next morning.
7. **In the winter, turn the thermostat to 60 degrees; NOT OFF. In the summer, turn the thermostat OFF.**
8. **DO NOT TURN THE BUILDING OVER TO ANOTHER GROUP WHEN YOU LEAVE.**
9. Lock the front door from the outside (as shown by staff), PLACE THE KEY UNDER THE EAST OFFICE DOOR, and exit through the front or east door when all the cleaning is finished. Make sure ALL doors are firmly secured before leaving the premises.
10. You will have the building starting at 12:00 pm (NOON) the day it is rented. The space must be cleaned, and all doors secured NO LATER THAN 6:00 AM the next morning.
11. If you need the day prior to the event for setting up and the day is not already rented, an added fee will be assessed. If you hire an outside party to decorate, be sure they know what time they can enter the building.
12. We require a 10-day notice of cancellation, or the deposit will be forfeited. Any family emergency or extenuating circumstances occurring during that 10-day period will be considered.
13. If a refund is warranted, a check will be issued to you within fourteen (14) calendar days.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION PHASE SERVICES ON
WATKINS AVENUE IMPROVEMENTS, PROJECT
NO. 18BPS15**

WHEREAS, the City of Springdale is in need of construction phase and testing services for the Watkins Avenue Improvements from Gene George Boulevard to 48th Street;

WHEREAS, McClelland Consulting Engineers was selected as the most qualified engineering firm for this project;

WHEREAS, the price not to exceed amount for professional construction services shall be \$274,735.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with McClelland Consulting Engineers for construction phase and testing services for the Watkins Avenue Improvements in an amount not to exceed \$274,735.00 to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this _____ day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between The City of Springdale (“Owner”) and McClelland Consulting Engineers, Inc (“Engineer”) Engineer agrees to provide the services described below to Owner for Watkins Ave. Widening & Adjacent Sidewalk/ Trail Improvements. (“Project”)

Subject to the negotiation of professional fees for services to be rendered to Owner, Engineer shall:

Provide construction related services to the Owner for the construction of the Watkins Ave. Widening & Adjacent Sidewalk/ Trail Improvements between Gene George Blvd east to S. 48th St. over a length of approximately 2,756 linear feet. This agreement is for provision of professional services related to: bidding and award services, construction administration, construction observation and, construction materials testing.

Street Address of Property *: See above

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide or furnish the services set forth in this Agreement and associated Task Orders. Owner shall pay Engineer for such Services as set forth in Paragraph 9.01. If authorized by Owner, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably but nevertheless, the total compensation shall be limited by any applicable provisions in this Agreement that sets a ceiling on compensation.
- C. Underruns in the fee for one task or phase of the work may be applied to offset overruns in another task or phase, provided that the total agreed fee for the project is not exceeded.
- D. The ENGINEER shall commence work within ten (10) calendar days of execution of this Agreement by the CITY, or upon the start of construction, whichever occurs later.

2.01 Payment Procedures

- A. Preparation of Invoices. Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

- B. Payment of Invoices. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 0.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix A.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1) For cause,
 - a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a failure to perform and a basis for termination.
 - b) By Engineer:
 - i) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - ii) upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - iii) Engineer shall have no liability to Owner on account of such termination for cause by Engineer.
 - 2) For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - 3) By Owner, upon Engineer's receipt of written notice from Owner if funding for the Services becomes unavailable.
- B. If the Agreement is terminated for reasons other than the fault of the Engineer, the Engineer shall be compensated for all Services performed and expenses incurred prior to the date of termination in accordance with the provisions of Section 2.01.
- C. Payment Procedures. In the event of premature termination of the Project by the Owner and through no default of the Engineer, the Engineer shall be entitled to recover all costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents.
- D. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's

consultants' charges, if any.

- E. By agreement between Owner and Engineer, the terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

This agreement is to be governed under Arkansas law, and venue and jurisdiction for any dispute between the Owner and the Engineer shall be in Washington County, Arkansas.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. The Engineer warrants the accuracy of Engineer's representations made to Owner as to Engineer's qualifications and experience during the process in which the Owner selected the Engineer. The Engineer represents that it is registered, licensed and authorized to practice engineering in Arkansas.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

- C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work unless the Contractor is retained by the Engineer
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are the property of Owner to use on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations;
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, or on any other project, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and,
 - 3. to the rights of Owner hereunder shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- I. Engineer shall keep and maintain the following insurance coverages and naming Owner as an additional insured/loss payee thereunder as the case may be:
 - 1. Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, insuring against all liability for bodily injury to or death of a person or persons or damage to property arising from Engineer's performance of its contractual obligations to Owner both on and off of Owner's jobsite.
 - 2. Workers' Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage; Coverage A – statutory requirements,

Coverage B - \$100,000 per occurrence, Coverage C - \$100,000 accident and/or disease all states endorsement.

3. Any other insurance required by Law or reasonably requested by Landlord.
4. Professional Liability Insurance in the amount of \$1,000,000 aggregate, covering acts of negligence committed by Engineer in the provision of services to Owner under this contract.

- J. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 6 inclusive together with any expressly incorporated appendix and exhibits constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9.01 Payment

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

- 1. An hourly not to exceed fee as stated within at \$274,735.00.**

2. Compensation for detailed design elements shall be determined using Hourly Rates Plus Reimbursable Expenses, as shown in the attached Appendix A. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and outside services times a 1.10 multiplier* and Engineer's consultants' charges, if any.

- 3. The total compensation for Engineer's Basic Services, including Reimbursables, shall not exceed \$274,735.00 without prior written approval of the Owner.**

4. Reimbursable Expenses shall include, but not be limited to, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges, necessary transportation costs, including mileage at the Engineer's current rate per mile when company vehicles are used; meals and lodging; Arkansas One-Call costs, ARDOT/ City permits and printing/ binding charges. In addition, if authorized in advance by Owner,

Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

5. Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Appendix A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:

The City of Springdale

ENGINEER:

McClelland Consulting
Engineers, Inc.

By:

By:

_____ 

Title:

Title:

Vice President

Date
Signed:

Date
Signed:

05.15.2025

Address for giving
notices:

City of Springdale
201 Spring St.
Springdale, Arkansas
72764

Address for giving notices:

McClelland Consulting Engineers, Inc
1580 E. Stearns St.
Fayetteville, Arkansas
72703

This is **EXHIBIT A**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

PART 1 – BASIC SERVICES

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic Services as set forth below.

A.1.01 Services During Construction (SDC)

1. Bidding & Award Services

During the bidding phase of the project, the ENGINEER will:

1. dispense construction contract documents to prospective bidders,
2. support the contract documents by preparing addenda as appropriate,
3. participate in a pre-bid meeting if necessary,
4. attend the bid opening,
5. prepare bid tabulation,
6. evaluate bids,
7. provide a recommendation regarding contract award, and
8. prepare construction contracts.

2. Construction Observation & Administration Services

ENGINEER will coordinate with the contractor and the CITY to ensure the delivery of the necessary documents to complete this project.

The expectations and responsibilities of MCE as they relate to construction phase services will include the following:

1. Attend a preconstruction conference scheduled by the CITY. A notice to proceed will be issued at the time of the preconstruction conference.
2. Furnish qualified engineers to make visits to the site at appropriate intervals, not to exceed an average maximum of 50% attendance during construction phase of max. 39 consecutive weeks to Final Completion, to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the ENGINEER shall have no control over, nor responsibility for, the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

3. ENGINEER shall coordinate with field personnel throughout construction phase and in addition, shall provide direction to Contractor and field staff through response to RFI's and issuance of ESI's.
4. Furnish the services of resident Project Representatives and other field personnel for on-site observation of construction. The authority and duties of such resident Project Representatives are limited to examining the materials furnished and observing the work done, and to reporting their findings to the ENGINEER. The ENGINEER's representative(s) shall document work actions performed on a daily basis by way of a daily report, to include photographic log, for record and payment purposes.
5. The ENGINEER will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER will use diligence to see that the Project Representatives are on the job to perform their required duties.
6. Perform construction observation services that are specialty in nature associated with construction/ installation of multi-use trail steel bridge abutments and center bent all located within ARDOT right-of-way on the I-49 corridor.
7. Organize and preside over monthly project progress meetings, prepare agenda and minutes with action items.
8. Consult with and advise the CITY, issue all instructions to the Contractor requested by the CITY, and prepare routine change orders as required, including the Final Pay Request and associated Reconciliation Change Order.
9. Review submittals by the Contractor at the request of the CITY. This review is for the benefit of the CITY to ensure general conformance with the design concept of the project and general compliance by the Contractor with the information given in the contract documents. It does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.
10. Review monthly and final estimates for payments to the Contractor.
11. Compile and submit ARDOT Construction Certification & Reimbursement Requests as well as coordinate with Contractor regarding provision of Davis-Bacon Wage Rate documentation, if applicable. Prepare LPA daily report of Daily Work Performed for inclusion in reimbursement request, if applicable.
12. Attend, a final inspection of the project with ARDOT (if applicable) and the CITY's representative. The inspection will be for conformance with the design concept of the project and compliance with the contract documents. The ENGINEER shall approve in writing final payment to the Contractor.
13. Compile a complete set of Record Drawings and associated documents that reflect the project as constructed using a combination of Contractor and Construction Observer/Engineer records.

3. Survey Layout & Control Services

1. Perform limited construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.

4. Construction Materials Testing & Special Inspection Services

1. The ENGINEER shall perform Construction Materials Testing (CMT) Services and conduct Special Inspections, including reinforcement and driven pile observations, in accordance with the attached document, Appendix A, titled "Proposal for Materials Testing and Special Inspections for Watkins Avenue Widening & Trail Improvements in Springdale, Arkansas, MCE Proposal No. CMT-132."

5. Additional Services

1. The ENGINEER will provide other services not specifically set out under the above scope of work as directed by the CITY and mutually agreed to by the ENGINEER. Compensation for additional services shall be based on the schedule of hourly rates as set out in the attachment to this agreement, and as mutually agreed upon by the ENGINEER and the CITY.

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Standard Hourly Rates are attached as Appendix B.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$[274,735.00] based on the following estimated distribution of compensation:

a. Bidding & Award Services	\$ [9,750.00]
b. Construction Administration	\$ [69,300.00]
c. Construction Observation	\$ [151,200.00]
d. Survey Layout & Control Services	\$ [5,750.00]
e. Construction Materials Testing and Special Inspections	\$ [33,735.00]
f. Reimbursables	\$ [5,000.00]
 5. Reimbursable costs are included in the total compensation.
 6. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall

not exceed the total estimated compensation amount unless approved in writing by Owner.

7. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
8. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

C2.02 Compensation For Reimbursable Expenses

- A. Reimbursable Expenses shall include, but not be limited to, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges, necessary transportation costs, including mileage at the Engineer's current rate per mile when company vehicles are used; ~~meals and lodging~~; Arkansas One-Call costs, ARDOT/ City permits and printing/ binding charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

October 18, 2024

APPENDIX A



City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764

ATTN: Mr. Doug Sprouse
Mayor

RE: Proposal for Materials Testing and Special Inspections for
Watkins Avenue Widening & Trail Improvements in
Springdale, Arkansas
MCE Proposal No.: CMT-132

We are pleased to present this Proposal for the Construction Materials Testing (CMT) and Special Inspections relevant to the Watkins Avenue Widening & Trail Improvements located in Springdale, Arkansas. Thank you for providing the scope estimates and the current construction documents that aided in the preparation of this Proposal. Should any significant deviations to these plans occur, MCE requests the opportunity to evaluate the provided Not-To-Exceed Fee detailed in this proposal document.

1.0 Estimated Budget

Based on the assumptions detailed in the foregoing proposal and the anticipated scope of testing provided, we can provide CMT and special inspections on this project for a Not-To-Exceed Without Approval amount as detailed below:

Provided Testing and Inspection Service	Estimated Cost
Driven Pile Observations	\$3,600.00
Proof Roll and Subgrade Recommendations	\$5,000.00
Soil and Base Density Testing	\$5,175.00
Reinforcing Bar Observation and Inspection	\$6,500.00
Cast-in-Place Concrete Field Testing	\$10,030.00
Concrete Cylinder Pick-Up	\$1,190.00
Grout and Mortar Testing	\$590.00
Grout and Mortar Sample Pick-Up	\$140.00
Asphalt Coring and Testing	\$1,510.00
Total Not-to-Exceed Without Approval Fee	\$33,735.00

The information on the following pages provides further detail regarding the anticipated testing scope of the project which includes several trips for each service, time spent on-site for each service, and other anticipations that were integral in arriving at the Not-To-Exceed Fee amount.

2.0 Project Description

The proposed project site is located in east Springdale and perpendicular to Gene George Blvd. in Springdale, Arkansas. The project scope is understood to include pavement improvements to approximately 2.08 miles of Watkins Avenue. The proposed improvements consist of mill-and-overlay operations with new pavement construction in widening areas as well as pedestrian walkways, curb-and-gutter, retaining walls, and improvements to drainage features and existing utilities. Additionally, improvements on I-49 for the installation of new concrete barrier sections and an intermediate bent for the trail bridge are also planned beneath the Watkins Avenue overpass.

3.0 Anticipated CMT/Special Inspections Scope Of Work

It is expected that services for Construction Materials Testing and Special Inspections may include, but are not limited to driven pile observations, proof roll and subgrade recommendation observations, field density testing, rebar inspections, cast-in-place concrete testing, grout and mortar testing, and asphalt testing. To better your understanding of our associated fees, we presented an estimated per-trip amount for the services we anticipate providing on this project. The provided per-trip price assumes the following factors:

- A representative of the Geotechnical Engineer spending up to 10 hours on-site per day for continuous observation of the installation of driven piles.
 - *Travel time, mileage, and report writing are factored into the unit trip amount.*
- A Geotechnical Engineer or his/her representative spending one (1) hour on-site for each trip regarding proof-roll observations and/or subgrade recommendations.
 - *Travel time, mileage, and report writing are factored into the unit trip amount.*
- A certified technician spending one (1) hour on-site for each soil/base density testing trip.
 - *Four (4) density tests are anticipated to be conducted on each trip.*
 - *Thickness verification of the base materials during each base density testing trip, if required.*
 - *Travel time, mileage, and report writing are factored into the unit trip amount.*
- A Geotechnical Engineer or his/her representative spending one (1) hour on-site for the observation of reinforcing elements prior to the placement of concrete.
 - *Travel time, mileage, and report writing are factored into the unit trip amount.*
- A certified technician spending one (1) hour on-site for each cast-in-place concrete testing trip.
 - *MCE assumes that one (1) set of five (5) 4" x 8" cylinders being sampled for every 50 cubic yards (CY)*
 - *Additional time for continuous observation and testing for monolithic concrete pours over 100 CY.*
 - *Travel time, mileage, and reporting fees are included in the per-trip amount for this service.*
- A certified technician spending one (1) hour on-site for each grout/mortar testing trip.
 - *MCE anticipates four (4) grout prisms or three (3) mortar cubes being sampled for compressive strength testing of relevant masonry units.*
- An Asphalt Certified Technician spending up to four (4) hours on-site for the coring of Asphalt Pavement materials for further analysis and laboratory testing per trip.
 - *Time for grouting and patching the core locations is included in the per-trip amount for this service.*
 - *Travel time, mileage, and reporting fees are included in the per-trip amount for this service.*

Based on the referenced project scope and provided information, we anticipate that the duration of the project will be approximately twelve (12) months. If this estimated duration is incorrect or if the assumptions detailed within this document are inaccurate, please allow us to make appropriate revisions. The anticipated services and associated fees presented are intended to provide the project with a safe allowable budget for materials testing and special inspections. These services will be invoiced based on actual services provided (including time spent on site, number of tests, etc.) using our current fee sheet, which may be provided upon request. **From the assumptions and project details referenced above, the per-trip estimates and subtotals for each service anticipated to be required are provided below, and on the following pages.**

MCE Proposal No. CMT-132

Watkins Ave. Widening & Trail Imprvts.

Springdale, Arkansas

October 18, 2024

Driven Pile Observations	\$1,200.00 per day estimate
Driven Pile Installation Observations	3 days
Estimated Subtotal	\$3,600.00

Proof Roll and Subgrade Recommendations	\$250.00 per trip estimate
Road Widening	8 trips
Pedestrian Trail	4 trips
Pedestrian CIP Retaining Walls	2 trips
West Concrete Block Retaining Walls	2 trips
East Concrete Block Retaining Walls	2 trips
Concrete Barriers	1 trip
Intermediate Bent	1 trip
Estimated Subtotal	\$5,000.00

Soil and Base Density Testing	\$225.00 per trip estimate
Road Widening (Select Fill)	8 trips
Road Widening (Base Course)	4 trips
Pedestrian Trails (Select Fill)	4 trips
Pedestrian Trails (Base Course)	2 trips
West Concrete Block Retaining Wall Leveling Pad	2 trips
East Concrete Block Retaining Wall Leveling Pad	2 trips
Concrete Barriers (Base Course)	1 trip
Estimated Subtotal	\$5,175.00

Reinforcing Bar Observation and Inspection	\$250.00 per trip estimate
Pedestrian CIP Retaining Wall Foundations	2 trips
Pedestrian CIP Retaining Walls	2 trips
Concrete Barrier Foundation	1 trip
Concrete Barrier Walls	1 trip
Trail Bridge	1 trip
Intermediate Bent Foundation	1 trip
Intermediate Bent Column	1 trip
Intermediate Bent Cap	1 trip
Trail Bridge Abutments	2 trips
Trail Bridge Wing Walls	2 trips
Drainage Structures	12 trips
Estimated Subtotal	\$6,500.00

Cast-in-Place Concrete Field Testing	\$295.00 per trip estimate
Pedestrian CIP Retaining Wall Foundations	2 trips
Pedestrian CIP Retaining Walls	2 trips
Pedestrian Trail	4 trips
Concrete Barrier Foundation	1 trip
Concrete Barrier Walls	1 trip
Trail Bridge	1 trip
Intermediate Bent Foundation	1 trip
Intermediate Bent Column	1 trip
Intermediate Bent Cap	1 trip
Trail Bridge Abutments	2 trips
Trail Bridge Wing Walls	2 trips
Drainage Structures	12 trips
Curb & Gutter Sections	4 trips
Estimated Subtotal	\$10,030.00

Concrete Cylinder Pick-Up	\$70.00 per trip estimate
A charge for concrete cylinder pick-up will only be applied in the event that it is the sole reason for the site visit on days when no other testing is scheduled. We have assumed that this will be required for half (0.5) of the anticipated concrete trips.	
Estimated Subtotal	\$1,190.00

Grout and Mortar Testing	\$295.00 per trip estimate
Non-Shrink Grout @ Abutments	2 trips
Estimated Subtotal	\$590.00

Grout and Mortar Sample Pick-Up	\$70.00 per trip estimate
A charge for grout and mortar sample pick-up will only be applied in the event that it is the sole reason for the site visit on days when no other testing is scheduled. We have assumed that this will be required for all of the anticipated grout and mortar testing trips.	
Estimated Subtotal	\$140.00

Asphalt Coring and Testing	\$755.00 per trip estimate
A certified technician coring asphalt samples for final laboratory acceptance testing. It is anticipated that up to six (6) total cores will be required for laboratory testing for the overall project. The cores will be tested for bulk-specific gravity and thickness verification. It is anticipated that two (2) trips may be required for this service.	
Estimated Subtotal	\$1,510.00

Our fees are directly related to the number of trips made for each service and time spent on site. If the project scope varies after the submittal of this document and prior to construction, please allow for the review/revision of this document.

4.0 Closing Comments

We appreciate the opportunity to submit this Proposal for Construction Materials Testing Services and Special Inspections for the planned Watkins Avenue Widening & Trail Improvements located in Springdale, Arkansas. If this Proposal is acceptable, please sign the Work Authorization Agreement at the end of this document and return a copy to our office. If there are any questions regarding this Proposal, please do not hesitate to contact us.

Sincerely,



Roger Bahena
CMT Supervisor | Special Inspections



William Hopkins, E.I.
Geotechnical Specialist

5.0 Work Authorization Agreement

McClelland Consulting Engineers, Inc., is authorized to proceed in accordance with this Letter of Proposal, consisting of five (5) pages, denoted as CMT-132.

Signature	Title	Date
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January 1, 2025

* Standard Hourly Rates

Chief Draftsman	\$120.00 - \$130.00
Clerical	\$55.00 - \$85.00
Construction Observer	\$85.00 - \$165.00
Crew Support	\$65.00 - \$95.00
Draftsman	\$70.00 - \$145.00
Environmental Scientist / Designer	\$125.00 - \$150.00
Geotech Engineer	\$130.00 - \$240.00
Human Resources / Payroll	\$90.00 - \$120.00
Landscape Architect	\$90.00 - \$170.00
Media Specialist	\$85.00 - \$105.00
Principal	\$215.00 - \$280.00
Project Accountant	\$80.00 - \$185.00
Project Designer	\$80.00 - \$155.00
Project Designer - Intern	\$50.00 - \$ 60.00
Project Engineer	\$125.00 - \$180.00
Project Manager	\$140.00 - \$250.00
Registered Land Surveyor	\$125.00 - \$175.00
Senior Project Manager	\$185.00 - \$270.00
Soils Lab Technician	\$50.00 - \$150.00
Specification Writer	\$90.00 - \$150.00
Structural Engineer	\$140.00 - \$270.00
Survey - GPS	\$75.00 - \$130.00
Survey Crew - Three Man	\$165.00 - \$195.00
Survey Crew - Two Man	\$145.00 - \$165.00
Survey Field - One Man	\$75.00 - \$130.00
Survey Technician	\$65.00 - \$95.00
Mileage Rate	.705 per Mile
Expenses	At Cost

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A GUARANTEED MAXIMUM PRICE FOR
CONSTRUCTION AGREEMENT ON GENE
GEORGE BLVD NORTH (56TH STREET), PROJECT
NO. 23BPS4**

WHEREAS, the City of Springdale is in need of construction for the Gene George Blvd. North Improvements from Elm Springs Road to County Line Road;

WHEREAS, Crossland Heavy Contractors Inc. was selected as the most qualified construction management firm for this project;

WHEREAS, the Guaranteed Maximum Price for Construction shall be \$15,774,869.95.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a Guaranteed Maximum Price for Construction agreement with Crossland Heavy Contractors, Inc. in the amount of \$15,774,869.95 to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this_____day of May, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



North 56th Street Improvements

GMP Submittal

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CROSSLAND HEAVY CONTRACTORS

501 South East Ave.
Columbus, KS 66725
Tel: 620.429.1410

May 13, 2025
Ben Peters
Director of Engineering
North 56th Street Improvements
City of Springdale, AR

RE: North 56th Street Improvements – GMP Submission

Mr. Peters,

Crossland Heavy Contractors is pleased to present to you the GMP for the North 56th Street Improvements project based on design documents provided by the Olsson Design Team. The basis of the GMP as presented has been developed based on the following documents being submitted within the GMP. Below is the summary of costs for consideration of approval with a GMP amount of **\$15,774,869.95**.

Total Cost of Work =	\$13,778,280.52
Construction Managers Fee =	\$792,251.13
Contingency Including 5.75% Fee =	\$1,204,338.31
GMP Total =	\$15,774,869.95

Please call or email with questions or concerns regarding the Guaranteed Maximum Price Proposal.

Respectfully,

Ryan Adler
Director of Pre-Construction
479-721-5082
radler@heavycontractors.com
Crossland Heavy Contractors

The City Council of the City of Springdale met in regular session on Tuesday, May 13, 2025 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Anna McKinney	Deputy Chief of Staff
Derek Wright	Police Chief
Angie Albright	Director, Shiloh Museum
Ben Peters	Director of Engineering
Sharon Tromburg	Director of Planning
Ron Findley	Director of Neighborhood Services
James Smith	Director of Airport/Public Works
Katherine Bowen	Assistant Director of HR
Mike Chamlee	Director, Building Department
Gina Lewis	HR Director
Blake Holte	Fire Chief

CITIZEN COMMENTS

Tim Shepherd, residing at 16192 Sycamore Lane in Fayetteville, Arkansas, introduced himself. He will be running for Washington County Judge. He’s been in law enforcement for two decades with the Fayetteville Police Department.

Melinda Allen spoke about ideas for crosswalks and curbs on Maple, providing ideas on how to make them more safe.

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the April 22, 2025 City Council meeting be approved as presented. Council Member Powell made the second.

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

PUBLIC HEARINGS

A Public Hearing was held on a Proposed Amendment to Section 110-137 of the Springdale Code of Ordinance, regarding item 13A on the agenda. The City Clerk’s Office filed a notice of the public hearing with appropriate media outlets.

No one came forth to discuss.

A Public Hearing was held on an Ordinance vacating a utility easement on property owned by New Emma Holdings, LLC, regarding Item # 18 on the agenda. The City Clerk’s Office filed a notice of the public hearing with appropriate media outlets.

No one came forth to discuss

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

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

PRESENTATION FROM BOSTON MOUNTAIN SOLID WASTE DISTRICT

Taylor Osburn, the Sustainability Coordinator with the Boston Mountain Solid Waste District, spoke on the Engagement Project. This is a recycling partnership between the City of Springdale and CARDS. The project is funded by a grant from the Walmart Foundation.

CHAMBER OF COMMERCE QUARTERLY REPORT

Jay Sego, Vice President of Economic Development with the Springdale Chamber of Commerce, presented the Economic Development Report for the First Quarter of 2025.

APPOINTMENTS AND REAPPOINTMENTS

RESOLUTION NO. 62 – 25; MAKING APPOINTMENTS TO THE SHILOH MUSEUM BOARD OF TRUSTEES FOR THE CITY OF SPRINGDALE, ARKANSAS.

Mayor Sprouse read and presented the Resolution

RESOLUTION NO. 62-25

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

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

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

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

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

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

The Resolution was numbered 62-25.

PLANNING DEPARTMENT

ORDINANCE NO. 6082 - ACCEPTING THE REPLAT (RP25-01) OF C.F. NOEL ADDITION LOT 11 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6082.

ORDINANCE NO. 6083 - ACCEPTING THE REPLAT (RP25-03) OF MOUNTAIN VIEW SECOND SUBDIVISION, LOT 8A, BLOCK 2 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Sharon Tromburg 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 Harriman made the second.

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

The Ordinance was numbered 6083.

ORDINANCE NO. 6084 – ACCEPTING THE FINAL PLAT (FP25-02) OF JACOB’S CROSSING PHASE II & III TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Sharon Tromburg presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6084

ORDINANCE COMMITTEE

ORDINANCE NO. 6085 – AMENDING SECTION 110-137 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY.

Mike Lawson read the Ordinance and Ernest Cate 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 Harriman 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 6085.

FINANCE COMMITTEE

Jeff Watson state that all four items were forwarded to City Council with recommendation for approval.

RESOLUTION NO. 63 – 25: AUTHORIZING THE GRANT OF RIGHT OF WAY TO THE ARKANSAS STATE HIGHWAY COMMISSION OVER AND ACROSS PROPERTY OWNED BY THE SPRINGDALE WATER & SEWER COMMISSION IN BENTON COUNTY, ARKANSAS, AND CONCURRING WITH THE AMOUNT OF COMPENSATION RELATED THERETO.

Jeff Watson read the Resolution. Ernest Cate presented the Resolution.

RESOLUTION NO. 63-25

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

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

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

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

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

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

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

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

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

The Resolution was numbered 63-25.

RESOLUTION NO. 64 – 25; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM NILES GRAHAM AND BRENNIA GRAHAM FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

Jeff Watson read the Resolution. Ernest Cate presented the Resolution.

RESOLUTION NO. 64-25

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

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

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

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

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$10,000.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements needed across the aforementioned parcel of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 104), said lands being owned by Niles Graham and Brenna Graham for the total sum of \$53,600.00 to be paid from the 2023 Street Bond.

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

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

The Resolution was numbered 64-25.

RESOLUTION NO. 65 – 25; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR WATKINS AVENUE IMPROVEMENTS PROJECT NO 18BPS15.

Jeff Watson read the Resolution. Ben Peters presented the Resolution.

RESOLUTION NO. 65-25

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

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

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

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Emery Sapp and Sons for the construction of the Watkins Avenue Improvements for \$4,705,083.97 to be paid from the remaining amount of the 2018 Street Bond Fund and the 2023 Street Bond Fund.

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

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 65-25.

RESOLUTION NO. 66 – 25; AUTHORIZING PAYMENT OF AN INVOICE (2023 BOND PROJECT NO. 23BSC1)

Jeff Watson read the Resolution.

RESOLUTION NO. 66-25

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE

CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Buffalo Builders, LLC., \$1,631,617.62 with funds from the 2023 Bond Program.

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 66-25.

TECHNOLOGY COMMITTEE

RESOLUTION NO. 67 – 25; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR AN APPLICANT TRACKING SYSTEM VENDOR

Council Member Amelia Taldo read the Resolution. Anna McKinney presented the Resolution.

RESOLUTION NO. 67-25

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

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

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

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

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

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

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

The Resolution was numbered 67-25.

POLICE & FIRE COMMITTEE

RESOLUTION NO. 68 – 25; TO WAIVE COMPETITIVE BIDDING AND TO APPROPRIATE FUNDS FOR A NEW AMBULANCE FOR THE SPRINGDALE FIRE DEPARTMENT.

Chairman Brian Powell read the resolution.

RESOLUTION NO. 68-25

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

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

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

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

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

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

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

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

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

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

The Resolution was numbered 68-25.

**RESOLUTION NO. 69 – 25; TO WAIVE COMPETITIVE BIDDING AND TO PPROPRIATE
FUNDS FOR EQUIPMENT**

Brian Powell read the Resolution.

RESOLUTION NO. 69-25

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

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

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

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

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

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

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

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

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

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

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

The Resolution was numbered 69-25.

ORDINANCE NO. 6086 – ACCEPTING FOR ANNEXATION CERTAIN PROPERTY INTO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-40-609

City Attorney Ernest Cate presented the Ordinance. The owner of the property is RMB Investments LLC and consists of 19.97 acres, more or less.

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

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

The Ordinance was numbered 6086.

ORDINANCE NO. 6087 – VACATING AND ABANDONING A UTILITY EASEMENT, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

City Attorney Ernest Cate presented the Ordinance. The owner of the property is New Emma Holdings, LLC. Washington County Parcel 815-38297-000.

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

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

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

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

The Ordinance was numbered 6087.

RESOLUTION NO. 70 – 25: SETTING A HEARING DATE ON A PETITION TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

The Resolution was read and presented by Ernest Cate.

RESOLUTION NO. 70-25

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

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

PARTIAL UTILITY EASEMENT VACATION DESCRIPTION:

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

And as shown on the attached Exhibit “A”.

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

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

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

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

The Resolution was numbered 70-25.

UPDATE

Engineering Director Ben Peters reported that in the process of the Emma Avenue/Harber bridge project, it was discovered that the bridge on 40th Street over Brush Creek has structural damage. For the public’s safety, the bridge needs to be repaired. 40th Street will be closed between Emma Avenue and Delmon Lane, from May 23 – August 12, for repairs.

Director Peters also asked if there’s any interest in pursuing a bike lane on Harber Avenue from 48th Street to Ireland Street, to fill in a gap in the existing Pride of Springdale Trail.

Also, bids for the overlay program were collected and came in under budget. \$2.0 million is budgeted and the bid came in at \$1.5 million, so additional miles will be added.

COMMENTS FROM DEPARTMENT HEADS

Police Chief Derek Wright announced that the Springdale Police Department will host the Regional NWA Law Enforcement Memorial Service on Thursday at 11:00 am.

COMMENTS FROM COUNCIL MEMBERS

Jeff Watson commented on a trailer parked south of the Walmart Neighborhood Market off Don Tyson Parkway. He's concerned that the back doors are open. Ron Finley responded that the trailer is used to hold a sign to advertise the sale of fireworks. Council Member Watson asked Mr. Finley if there's a code violation for having the trailer parked there.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:12 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer