

- **The next City Council Committee Meeting will be held on Monday, August 19th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, August 13th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Randall Harriman

1. Call to Order – Mayor Doug Sprouse
2. Roll Call – Denise Pearce, City Clerk/Treasurer
3. Recognition of a Quorum
4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, July 23rd, 2024. Pgs. 228-247**

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) **8A-8B, 11, 13B, and 14*** (Motion must be approved by two-thirds (2/3) of the council members).

7. **Springdale Chamber of Commerce Quarterly Report.** Presented by Jay Sego, VP of Economic Development.

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

A. **An Ordinance** accepting the replat (RP24-06) of Lot 1D, Block 4, Sam's Club Addition to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 1-3

B. **An Ordinance** accepting the replat (RP24-08) of Lots 3 and 4, Block 3, Sunrise Subdivision to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 4-6

9. **An Appeal** of the Planning Commission's denial of a rezoning request (C-1 to C-2) on property located at 2944 N. 48th Street. Presented by Ernest Cate, City Attorney. *Tabled from the 07/09/2024 City Council Meeting. Pgs. 7-29

10. **An Appeal** of the Planning Commission's denial of a Final Plat (FP24-06) for Phase II of Cottages at Clear Creek at 5331 E. Robinson Avenue. Presented by Ernest Cate, City Attorney. *Tabled from the 07/23/2024 City Council Meeting. Pgs. 30-129

11. **An Ordinance** accepting the final plat (FP24-06) of Cottages at Clear Creek Phase II, to the City of Springdale, Arkansas, and

Declaring an Emergency. **Subject to Council's decision to overturn the Planning Commission's denial (Item 10).* Pgs. 130-160

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

A. **A Resolution** of intent regarding the Western Corridor Transmission Main Project. Presented by Heath Ward and Rick Pulvirenti, Springdale Water Utilities. Pgs. 161-167

B. **A Resolution** authorizing the grant of a Water Easement and a Sewer Easement across property owned by the City of Springdale, Washington County, Arkansas. Presented by Greg Thomas, Garver. Pgs. 168-180

C. **A Resolution** authorizing an amendment to the Professional Services Agreement for North 56th Street Extension. Presented by Ryan Carr, Engineering Department. Pgs. 181-190

D. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for Professional Services with Garver, LLC for Grant Research and Writing Assistance for submission of a grant application for funding under the U.S. Department of Transportation Reconnecting Communities Pilot Program. Presented by Patsy Christie, Planning Director. Pgs. 191-210

E. **A Resolution** authorizing the purchase of budgeting software for the City of Springdale, Arkansas. Presented by Colby Fulfer, Chief of Staff. Pgs. 211-216

13. Committee of the Whole

A. **A Public Hearing** on a proposed amendment to Chapter 110 of the Code of Ordinances. Presented by Ernest Cate, City Attorney.

B. **An Ordinance** amending Chapter 110, Article VI, of the Code of Ordinances of the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 217-220

14. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 221-227

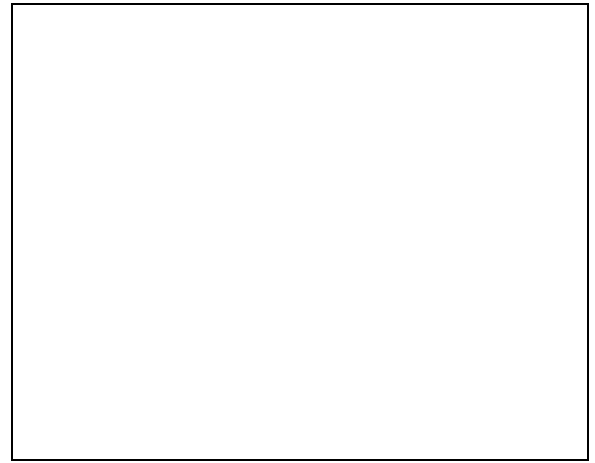
15. Comments from Department Heads.

16. Comments from Council Members.

17. Comments from City Attorney.

18. Comments from Mayor.

19. Adjournment.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP24-06)
OF LOT 1B, BLOCK 4, SAM'S CLUB ADDITION TO THE
CITY OF SPRINGDALE ARKANSAS, AND DECLARING
AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 2, BLOCK 4, SAM'S CLUB ADDITION, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS BEING A REPLAT OF LOT 1B, BLOCK 4, SAM'S CLUB ADDITION, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, SAM'S CLUB ADDITION, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS; THENCE NORTH 03°16'33" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 217.13 FEET; THENCE SOUTH 86°43'17" EAST LEAVING SAID EAST LINE A DISTANCE OF 216.40 FEET TO A POINT ON THE WEST LINE OF AN EASEMENT FOR THE DETENTION POND; THENCE SOUTH 03°15'41" WEST ALONG SAID LINE A DISTANCE OF 217.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MEMBERS LANE; THENCE NORTH 86°44'11" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 216.45 FEET TO THE POINT OF BEGINNING. CONTAINING 1.08 ACRES, MORE OR LESS.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the replat (RP24-06) as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said replat of Lot 1B, Block 4 Sam's Club Addition to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat (RP24-06) of Lot 1B, Block 4, Sam's Club Addition to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

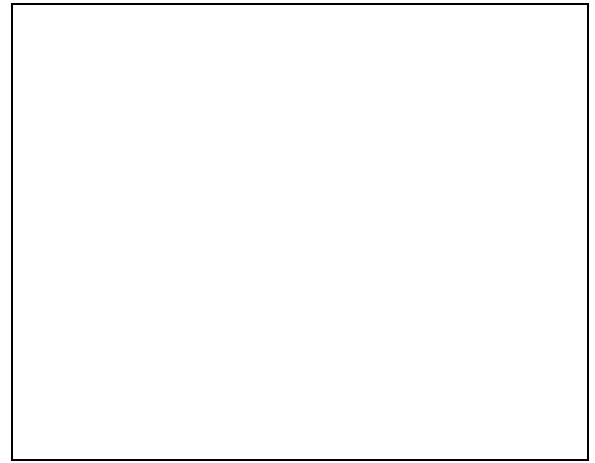
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP24-08)
OF LOTS 3 AND 4, BLOCK 3, SUNRISE SUBDIVISION TO
THE CITY OF SPRINGDALE, ARKANSAS, AND
DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOTS 3 AND 4, SUNRISE SUBDIVISION TO THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE S86°08'53"E 171.96', THENCE S03°33'36"W 142.79' TO AN EXISTING PIPE, THENCE N86°30'29"W 171.89' TO AN EXISTING PIPE, THENCE N03°31'58"E 143.87' TO THE POINT OF BEGINNING, CONTAINING 0.57 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SUNRISE AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the replat (RP24-08) as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat Lots 3 & 4, Block 3, Sunrise Subdivision to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat (RP24-08) of Lots 3 & 4, Block 3, Sunrise Subdivision, to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this

Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

SPRINGDALE PROJECT NUMBERS
RP24-08
B24-67

Page 6
DRAWING #24-123

MGW LAW PARTNERS

Darren Gibbs, Attorney

Phone: (479) 521-7050
Fax: (479) 521-7052
Email: darren@mgwlaw.com

FILED
DATE 6/19/24
Denise Pearce
CITY CLERK SPRINGDALE, AR
3729 N. Crossover Rd, Suite 111
Fayetteville, AR 72703

June 19, 2024

City of Springdale
Att: City Clerk, Denise Pearce
201 Spring Street
Springdale, AR 72762

RE: Appeal of Decision by Planning Commission

Rezoning request from C-1 to C-2

2944 N. 48th Street
Springdale, AR 72762

Dear Ms. Pearce,

I represent 1329, LLC. My client recently submitted a rezoning request to the Planning Commission at a meeting on June 4, 2024. The request was denied, and this letter represents the basis of appeal.

1329, LLC is currently the home of Pinnacle Roofing and Solar, LLC (together, "Pinnacle"). Pinnacle purchased the parcels at issue (Benton County parcel #s 21-00167-842 and 21-00167-844) in 2019, and operates a roofing business. The Southern parcel is home to Pinnacle's newly renovated business office, used for administrative purposes. The second parcel, to the North, contains two warehouse structures that have been present and operating as warehouses or repair shops for similar trade companies (a car service and a Tree company) for at least a decade prior to Pinnacle's use. Pinnacle uses these warehouses for storage. No roofing work or assembly occurs at this site.

The Planning Commission suggested that no similar businesses exist in this area and that the location is inappropriate for C-2 zoning. However, there are a number of similar businesses on N. 48th street, including a plumber (1749 N. 48th Street— recently zoned C-2), a sod company, "Elegant Electric LLC", a boring company, and several construction companies. Each of these businesses would be considered "trades and services" and permitted under C-2 zoning.

Further, there are nearby C-2 zoning districts located at neighboring 3435 N. 48th, 3563 N. 48th, and 3721 N. 48th Street, as well as the aforementioned 1749 N. 48th Street. The City's current C-1 zoning is very much inconsistent with neighboring businesses. In fact, there is no other C-1 zoning in this area. Again, prior to 2018, the only use on these parcels included trade and warehouse uses. The city's 2018 decision to zone what are now Pinnacle's parcels appears to be a mistake, given the prior uses and neighboring C-2 zoning districts.

Pinnacle would also point out that the 2023 Springdale Master Street Plan directs that an arterial road intersects with I-49 near Pinnacle's parcels at issue. The Planning Commission did not apparently consider the future planned improvements a factor at the June 4 meeting, or made its decision in spite of the City's future plans, but certainly C-2 zoning is intended to be concentrated at the intersection of arterial streets. Extending C-2 zoning to the parcels at issue here would be appropriate both now and in the future.

Finally, there appears to be disparate treatment applied to Pinnacle's application versus the rezoning application approved in May 2023 at 1749 N. 48th Street. There are no other adjacent C-2 parcels near 1749, where Pinnacle's application is closer to other concentrated C-2 parcels and a future arterial intersection. The 1749 parcel is not located at an arterial intersection, current or planned. It's a dead-end across from a local road. The existing business (a plumber) is a trade and service. There was no appropriate reason given at Planning as to why 1749 was approved, but Pinnacle's 2944 parcels should be denied. This raises an Equal Protection issue given the city's recent decision at 1749.

1329, LLC and Pinnacle are good neighbors and have tremendously improved the site at issue. There were no voiced objections from the public at the Planning Commission. In light of the City's current and future plans, it has a good basis rezoning the parcels at issue. I appreciate the City Counsel's consideration of 1329, LLC's appeal.

Sincerely,



Darren Gibbs
Attorney for 1329, LLC

Encl(s).

Cc. John Tidwell, 1329, LLC

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Darren A. Gibbs, who, upon first being duly sworn, deposes and states as follows:

1. I, Darren Gibbs, am of sound mind, over 18 years of age, and have personal knowledge as to statements made below.
2. I represent 1329, LLC, an Arkansas limited liability company.
3. On June 19, 2024, I caused to be mailed 1329, LLC's notice of appeal to the Springdale City Counsel of the Planning Commission's June 4, 2024 rezoning denial to the following adjacent property owners:

See attached.

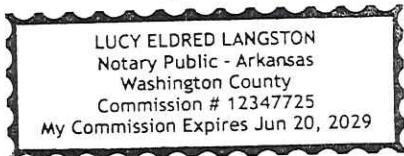
FURTHER, the AFFIANT SAYETH NOT.



Darren A. Gibbs, #2002955
MGW Law Partners
3729 N. Crossover Rd, Suite 111
Fayetteville, AR 72703
(479) 521-7050, (479) 521-7052-fax
dgibbs@arklaw.net

Subscribed and sworn to me, this 19th day of June, 2024.

My commission expires: 6/20/2029



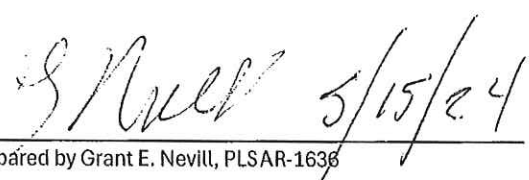


Notary Public

Adjacent Property Owners list

For Property 2944 N 48th St. Springdale, AR

ObjectID	Owner	Parcel Id	Address	Owner Address	Acres	S-T-R
1	JEAN MARIE NELSON	21-00167-846	3068 N 48TH ST	3068 N 48TH ST SPRINGDALE AR 72762-0107	6.45	21-18-30
2	JUSTIN KERRY E SHOCKLEY	21-00167-835	3060 N 48TH ST	3060 N 48TH ST SPRINGDALE AR 72762	5.06	21-18-30
3	RITA G & MICHAEL D SMITH	21-00167-840	3050 N 48TH ST	3050 N 48TH ST SPRINGDALE AR 72762	10.03	21-18-30
4	ACACIA JONES, LINDSY JONES & WADE JONES	21-00167-852	N 48TH ST	259 FORZA LN SPRINGDALE AR 72762	1.2	21-18-30
5	DEERE CREEK DEVELOPMENT LLC	815-29789-216	N 48TH ST	PO BOX 1120 TONTITOWN, AR 72770	2.1	28-18-30
6	ADRIAN BRAVO RAMIREZ & CARMEN PEREZ MARTINEZ	815-29789-155	2329 N 48TH ST	2329 N 48th St. Springdale, AR 72762	2.95	28-18-30


Prepared by Grant E. Nevill, PLSAR-1636

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**PLANNING & COMMUNITY
DEVELOPMENT DIVISION**

Memo

To: PLANNING COMMISSION MEMBERS

From: Patsy Christie, Planning Director

Date: 06/04/2024

Re: R24-25 Rezone

A request by 1329, LLC for Planning Commission approval of a zone change from Neighborhood Commercial District (C-1) to General Commercial District (C-2) for a tract of land containing 5 acres.

LOT LOCATION AND SIZE

The 5 acre tract is located at 2944 North 48th Street, west side of North 48th, North of Bob Mills Road.

A vicinity map is attached.

EXISTING ZONING

The existing zoning of this tract is a C-1 Neighborhood Commercial district. The District is designed to accommodate limited retail developments within or adjacent to neighborhood areas for the purpose of supplying daily household needs of the residents for food, drugs, and personal services. Commercial uses within this district should not depend on market areas larger than the neighborhood served. The district may also be used in conjunction with existing commercial developments as an extension of such established commercial district. The C-1 district shall generally be located at arterial or collector street intersections and within walking distance of residential areas.

Uses permitted: - 1, 4, 16, 17, 19, 27

Conditional Uses Permitted on Appeal: - 2, 3, 8, 28, 29

DEVELOPMENT CRITERIA

1. Developments shall be designed to accommodate between one (1) to fifteen (15) stores on a site not more than five (5) acres in size.
2. Maximum gross leasable area of five thousand (5,000) square feet per establishment, except that one (1) establishment may have not more than ten thousand (10,000) square feet.

ACCESSORY USES

See Article 6 Section 3.1 of this chapter.

SITE PLAN REVIEW

When a conditional use is proposed in a C-1 district, except for home occupation a site plan review shall be required. See Article 2, Section 13 of this chapter for the procedure and requirements of a site plan review.

HEIGHT REGULATIONS

There shall be no maximum height limits in C-1 district; provided, however, that any building which exceeds the height of twenty (20) feet shall be set back from any boundary line of any residential district a distance of one (1) foot for each foot of height in excess of twenty (20) feet.

AREA REGULATIONS

SETBACKS:

Front setback	30'
Front setback if parking is allowed between R-O-W and the building	50'
Side setback (subject to applicable fire and building codes)	0
Side setback when contiguous to a residential district	20'
Rear setback	20'

GREENSPACE

Each developed lot shall provide and maintain:

1. A landscaped buffer, not less than ten (10) feet wide, along the front property line. When adjacent to the property line of a residential use a 5' landscaped area and a six (6) foot opaque screen shall be required.
2. Landscaping, including grass, shrubs and trees, and without structure or pavement, of a minimum of ten percent of the total surface area of the lot or development.

OFF-STREET PARKING

See Article 7 of this chapter.

REQUESTED ZONING

The requested zoning of this tract is a C-2 General Commercial District. The District is established in order to be a broader range of retail uses, which comprise the commercial function of the city including groupings of freestanding commercial structures. Permitted uses include most types of retail activity except those involving open displays of merchandise and those which generate large volumes of vehicular traffic or are otherwise incompatible with the purpose and intent of the C-2 general commercial district. Retail areas zoned C-2 shall be generally concentrated as to geographical configuration. It is anticipated, however, that in some situations, change to another commercial or office classification may be appropriate to permit the transition of strip retail areas to other productive forms of land use. It is the intent of these regulations that the C-2 district be concentrated at the intersections of arterial streets. Extension of the district along major arterial streets in linear fashion shall be discouraged.

Uses permitted: - 1, 4, 16, 17, 19, 20, 21, 22, 27, 32, 35

Conditional Uses Permitted on Appeal: - 2, 3, 12, 33

ACCESSORY USES

See Article 6 Section 3.1 of this chapter.

SITE PLAN REVIEW

When a conditional use is proposed in a C-2 district, except for home occupation a site plan review shall be required. See Article 2, Section 13 of this chapter for the procedure and requirements of a site plan review.

HEIGHT REGULATIONS

There shall be no maximum height limits in C-2 district; provided, however, that any building which exceeds the height of twenty (20) feet shall be set back from any boundary line of any residential district a distance of one (1) foot for each foot of height in excess of twenty (20) feet.

AREA REGULATIONS

SETBACKS:

Front setback	30'
Front setback if parking is allowed between R-O-W 50' and the building	
Side setback (subject to applicable fire and building codes)	0
Side setback when contiguous to a residential district	20'
Rear setback	20'

GREENSPACE

Each developed lot shall provide and maintain:

1. A landscaped buffer, not less than ten (10) feet wide, along the front property line. When adjacent to the property line of a residential use a 5' landscaped area and a six (6) foot opaque screen shall be required.
2. Landscaping, including grass, shrubs and trees, and without structure or pavement, of a minimum of ten percent of the total surface area of the lot or development.

OFF-STREET PARKING

See Article 7 of this chapter.

SURROUNDING ZONING AND LAND USE

The tract contains commercial uses. The area to the north, and west contains residential uses in an A-1 zoning. The area to the south is being developed for single-family uses in an SF-2 zoning.

LAND USE PLAN AND MASTER STREET PLAN

The adopted Comprehensive Land Use Plan indicates Low Density Residential

The Master Street Plan indicates as collector

STAFF COMMENTS AND RECOMMENDATIONS

The rezoning request is not in keeping with the comprehensive Land Use Plan and is not recommended for approval.

Current C-1 zoning was approved in 2018 and conditions in the area have not changed to warrant a change in zoning.



Rezoning Petition

This document is to be submitted to the Springdale Planning & Community Development Division via iWorQ, planningapplications@springdalear.gov, or in person at 201 Spring Street, Springdale, AR.

Petitioner (Property Owner) Name: <u>1329 LLC</u> E-mail: <u>kristyn@mypinnacleroofing.com</u> Address: <u>2944 N 48th St. Springdale, AR 72762</u> Phone: <u>479-250-1470</u>	Site/ Location: <u>2944 N 48th St. Springdale,</u> Assessor's Parcel Number(s): <u>21-00167-844 & 21-00167-842</u> Current Zoning: <u>C-1</u> Proposed Zoning: <u>C-2</u> Total Acreage: <u>4.97</u>
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All submissions must meet the requirements as displayed in the City of Springdale Code of Ordinances.

Petition Requirements:

- ☐ A copy of the warranty deed indicating ownership of the property.
- ☐ A site plan in conformance with Chapter 130, Article 2, Section 13.
- ☐ A brief statement explaining the reason for the rezoning request, the intended use of the property, and the effect of property changes upon surrounding land uses.
- ☐ A layman's description of the property (physical address if possible).
- ☐ A list of all adjacent property owners certified by a licensed abstractor or surveyor in the past sixty (60) days.
- ☐ An accurate legal description if the property to be rezoned is only a portion of the land.
- ☐ A scaled drawing of the property to be rezoned showing accurate lot lines, surrounding zoning, adjacent owners and a north arrow.
- ☐ Once the petition has been accepted and date of public hearing is confirmed, a notification must be sent to all adjacent property owners.
- ☐ Provide the required affidavit and supporting exhibits (mailing receipts, list of property owners of record and copy of notice) to the Planning Office no later than seven (7) days prior to the meeting date.
- ☐ Submit an authorization of representation to staff if the record property owner will not be present at the Planning Commission meeting.

Review Fee:

- ☐ \$175.00

STAFF USE ONLY

Date Application Submitted: <u>05.15.2024</u>	Project Number: <u>R24-25</u>
Date Accepted as Complete: <u>05.29.2024</u>	Receipt Number: <u>5572</u>

Petition for Rezoning

This document is to be submitted to the Springdale Planning & Community Development Division via iWorQ, planningapplications@springdalear.gov, or in person at 201 Spring Street, Springdale, AR.

Petition is hereby made to the City Council of the City of Springdale, through the Springdale Planning Commission, pursuant to the provisions of Act 186 of 1957, as amended, and Chapter 130 of the City of Springdale Code of Ordinances, as amended, by

Indicate person of contact for this petition: Petitioner ☐ Representative ☐

Record Property Owner(s): 1329 LLC

The record property owner(s), petitioning to rezone the following described area:

Legal Description:

Deed Instrument: L201968315

Tract 1:

A part of the SE 1/4 of the SW 1/4 of Section 21, Township 18 North, Range 30 West, Benton County, Arkansas, and being more particularly described as follows: Commence at the SE corner of said SE 1/4 of the SW 1/4 for the point of beginning, thence N 00°00'00" E 235.70 feet, thence N 90°00'00" W 457.29 feet, thence S 00°00'00" W 240.50 feet, thence N 89°23'56" E 457.30 feet to the point of beginning, containing 2.50 acres, more or less and being subject to 48th Street on the East.

Tract 2:

A part of the SE 1/4 of the SW 1/4 of Section 21, Township 18 North, Range 30 West, Benton County, Arkansas, and being more particularly described as follows: Commence at the SE corner of said SE 1/4 of the SW 1/4, thence N 00°00'00" E 235.70 feet for the point of beginning, thence N 00°00'00" E 231.70 feet, thence N 87°58'34" W 457.59 feet, thence S 00°00'00" E 247.86 feet, thence S 90°00'00" E 457.29 feet to the point of beginning, containing 2.50 acres, more or less and being subject to the 48th Street on the East and Gravel Drive on the North.

Both properties subject to covenants, easements and rights of way, if any.
Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

Layman's Description: 2944 N 48th St. Springdale, AR

The **petitioner** hereby states by oath that:

1. The petitioner is the record title holder of the above-described property evidenced by the attached copy of a **warranty deed** as Exhibit A.
2. A **scaled drawing** showing accurate dimensions, lot lines, surrounding zoning, adjacent owners, north arrow and graphic scale is attached as Exhibit B.
3. The names and address of all adjacent owners of the above-described property **certified by a licensed abstractor or licensed land surveyor** within the past sixty (60) days are attached as evidenced by Exhibit C.

The **petitioner** requests the following zoning classification:

FROM (current zoning): C-1

TO (proposed zoning): C-2

The **petitioner's** immediate intentions are to:

1. **Sell** the property **YES / NO** and if so, is the property subject to an offer and acceptance, escrow contract, option agreement, other contract for conveyance of title **YES / NO**.

2. **Develop** the property **YES / NO**, and if so, the proposed use is _____.

3. **Effect** of the proposed zoning upon the adjacent property and neighborhood is anticipated to be as follows:

No effect on the adjacent properties is anticipated; the properties' existing usage will remain the same.

The City of Springdale required the owners to rezone the properties from C-1 to C-2 to meet business use compatibility.

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

Authorized Representative: William PEREIRA

Mailing Address: 811 SW RDINTREE LN. STE 30, BENTONVILLE, AR 72712

Phone Number: 479-464-9282 Email: WPEREIRA@SANDCREEK.US

Verification

This document is to be submitted to the Springdale Planning & Community Development Division via iWorQ, planningapplications@springdalear.gov, or in person at 201 Spring Street, Springdale, AR.

I/We, the undersigned, herewith state on solemn oath that we have read the attached application for Board of Adjustment request and that all the facts, statements, and allegations therein contained are true and correct to the best of my knowledge and belief that complete disclosure of all material facts have been made.

Printed Name of Record Property Owner(s)

JOHN TIDWELL

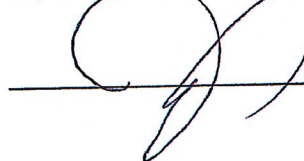
Printed Name of Applicant(s)

JOHN TIDWELL

Signature of Record Property Owner(s)



Signature of Applicant(s)



Date: May 15, 2024

Date: May 15, 2024

State of Arkansas)

) ss.

County of)

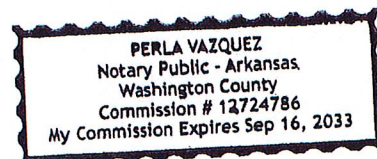
Washington

SUBSCRIBED AND SWORN TO before me, a Notary Public, this the 15 day of May, 2024



Notary Public

My commission expires: Sep 16, 2033



Pinnacle Roofing 2944 N. 48th Street

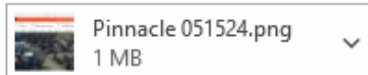


Ernest Cate <ecate@springdalear.gov>

To dgibbs.arklaw@gmail.com

Cc Ernest Cate; 'Ron Hritz'; Ron Findley; Sharon Tromburg; Sarah Curry; Patsy Christie

Wed 5/15/2024 3:43 PM



Darren:

Hope all is well. If you recall, we had a meeting in the Springdale Planning Office on 3/08/24 regarding Pinnacle Roofing (2944 N. 48th Street) in Springdale. If you will recall, the discussion pertained to Pinnacle not having a business license at this location. The City had determined this particular use to be a Use Unit 21 (Trades and Services), which is consistent with Pinnacle's prior location on Wagon Wheel Road. However, since the property at 2944 N. 48th is currently zoned C-1 (Neighborhood Commercial District), and Use Unit 21 is neither a permitted use nor a conditional use in a C-1 zoning district, it was determined that the property would need to be rezoned to C-2 (General Commercial District) before the City could issue a business license for Pinnacle Roofing at this location (as a Use Unit 21 is a permitted use in a C-2 zone, as it was on Wagon Wheel Road).

It is my understanding that a business license has yet to be issued for Pinnacle Roofing at 2944 N. 48th Street, nor has an application been made with the City to rezone this property. As of today, the Pinnacle Roofing website lists 2944 N. 48th Street as its location. As such, I wanted to reach out to you to see what path Pinnacle Roofing was seeking in order to obtain a business license from the City of Springdale.

I look forward to hearing from you, and please let me know if you have any questions.



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ERNEST B. CATE

City Attorney/City Prosecutor

City of Springdale, Arkansas

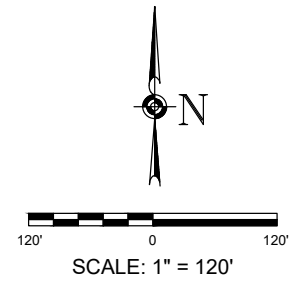
201 Spring St.

Springdale, AR 72764

(479) 750-8173

ecate@springdalear.gov

He who prays as he ought will endeavor to live as he prays - John Owen



SHEET:
REZONING EXHIBIT MAP

PROJECT:
**1329 LLC
2944 N 48TH STREET
SPRINGDALE, AR**

SAND CREEK

Engineering and Landscape Architecture, Inc.
1610 NW 12th Street
Bentonville, Arkansas 72712
Ph: (479) 464-9262 Fax: (479) 464-9264

SCE PROJECT #: 24032

DATE: 5/8/2024

SHEET: **1 OF 1**

Ms. Christie stated for the record that Staff would prepare the Ordinance that will go to Council on Tuesday, June 25, 2024, at 6:00 p.m.

D. R24-24 Valentin Delpilar
1205 Crutcher
From MF-12 to I-1
Presented by Kellye Hamblen

Ms. Hamblen was present on behalf of her client to answer any questions or comments.

Mr. Compton asked for Staff comments.

Ms. Christie read the Staff comments.

The adopted Comprehensive Land Use Plan indicates Light Industrial/Warehouse

The rezoning request is in keeping with the following goals and policies of the Comprehensive Land Use Plan and is recommended for approval:

Assure adequate land allocation for industrial growth protected from encroachment by non-industrial use.

Mr. Compton asked if there were those in the audience with questions or comments.

There were none.

Mr. Couch called for the vote.

VOTE:

YES: Austin, Cardiel, Cloud, Compton, Couch, Hussein, Keith, Reynolds,
Tyler

NO: None

The rezoning was approved by a unanimous vote.

Ms. Christie stated for the record that Staff would prepare the Ordinance that will go to Council on Tuesday, June 25, 2024, at 6:00 p.m.

The following rezoning will be verbatim

E. R24-25 1329, LLC
2944 N. 48th Street
From C-1 to C-2
Presented by William Pereira

Mr. Compton: The next item on the agenda is R24-25, 1329, LLC. This is on 2944 N. 48th Street. It is presented by William Pereira. Any Staff comments here, Patsy?

Ms. Christie: The land use plan indicates low density residential use for the area and the rezone is not in keeping with the Comprehensive Land Use Plan and is not recommended for approval. The current C-1 zoning was approved in 2018 and the conditions in the area have not warranted a change in zoning.

Mr. Compton: Do you have any questions or comments for that? No? This is a project is not recommended for approval. This is on 48th Street. Any questions from members of the audience on this project at all. Can you state your name please?

Mr. Tidwell: John Tidwell. So I have got some pictures to put up here but in 2019 I did an inspection of the property and found it had been recently rezoned to C-1 within/less than twelve months of the inspection and then I relied upon that and then did the purchase. So existing on the property were two warehouses and a tree service and pinnacle limousine. And you can see these are pictures from fall of 2019. And these are the things that, you know you have fuel tanks, you had workshops that were actively doing automotive repair on heavy equipment and tree equipment. Here we go inside, it was active, there is all the equipment which was inside the warehouse. It was told to me by, a meeting I had with Planning that only offices, not warehouses, this property is only warehouses no office. The only thing that could even be considered an office is coming up here in a second. That is our office currently. We have done extensive renovations on that. That was when I bought. So, Patsy explained to me that C-1 is office only and no warehouses. This is obviously warehouses only and no office so when I made the purchase, my realtor and I just had the assumption, well, we are no different than a tree company. We're a roofing company, we go out. We do no business on site; you the warehouse is just for our stuff. So, you know, we made I think a reasonable assumption of C-1 would satisfy our situation, especially by doing the office so then we go through a renovation of the office and that's with the City of Springdale, that's with inspectors and all that. We go through the full process. We go through fire, they checked our warehouses; they checked everything. Then we operated for two years then, we've be in this situation for two years. The City wouldn't tell me what was wrong, or why I was violating anything. I finally had to hire an attorney; the City wouldn't tell him anything so we finally had to have a meeting and in that meeting it was finally told to us how we were violating C-1, C-2, and so forth but in the meantime, last fall, planning approved one of my neighbors C-2. He's a plumber down the street. Far worse, I mean you can see, right now if you look from the road, I mean you don't see anything but two warehouses. You don't see the stuff, equipment, the plumber, the boring company. There's a wrecker company, there's a sod company, they can't even fit 18 wheelers in the drive; they have to unload in the street, which, if y'all know north 48th Street, it is basically one lane so when the sod company unloads there's an eighteen-wheeler that sits there; no traffic can go by. Now there is an approved subdivision next to me that is bringing more and more traffic in that road is terrible but for some reason, I'm being singled out where I have a boring company, I've got a plumbing company, I've got a sod company and we're just asking for a C-2, we're, you know. This is what a bought, it is beautiful now. We have been really good neighbors. I'm not quite sure why the city is

recommending against approving a C-2 since just last fall you all approved a C-2 for a plumber down the road from me. That kind of seems a little unfair.

Ms. Christie: O.K., let me start by saying the tree service never had a business license at that location. They never had city approval to move there. Did you come to get a business license when you moved in there when you first bought it?

Mr. Tidwell: I'm not sure.

Ms. Christie: Well, I don't think that you have a business license. Had you come and ask for a business license when you first moved in, we would have had that discussion back then. The things that are on the other side of 48th Street were in existence when that annexed into the city and those are considered to be non-conforming uses. I'll agree with you, they really need to be cleaned up but they are non-conforming uses but that is another situation. The C-2 that has been recently approved for the plumber is down at the other end closer to Bob Mills. You are up in the middle of this area where there is residential all around. C-1 was probably, it is more neighborhood commercial but it is not designed for this type and that is the reason why I'm recommending against it.

Mr. Tidwell: So all the traffic in the neighborhood that just got approved heads to Walmart which heads toward the plumber. None of it heads toward me. That side of the road is not a traffic road. Now we see the neighborhood putting up these huge privacy fences. They are obviously going to block off everything around it. I don't see how, you know, not to mention the fact the people, I mean this is a little further down the road. All my neighbors around me have told me that Springdale is planning a big road that will go right through the county line, which is my fence line. So, you know, that's another thing is this is exactly C-2 if you all put a road right on my fence; a major road, and that's been told to me by all my neighbors.

Ms. Christie: It is on the Master Street Plan. Let me remind the Planning Commission, we are rezoning it to anything that is allowed in a C-2 zone; not just for what they want to do. Once it is rezoned to a C-2 anything that is allowed in it can be put there. Let me go over that list again so you will know what that is:

Cultural, recreational, and health facilities
Office, studios, and related services
Eating places
Neighborhood shopping goods,
Shopping goods
Trades and Services
Automotive services
Park lot
Transportation services
Health care clinic
Flea market, indoor

That is all that is allowed in a C-2 and once it's rezoned to C-2, anything that is allowed in that zone can be built at that location. Keep that in mind.

Mr. Compton: Are there any questions or comments at all from the audience? Any questions or comments from the commissioners?

Mr. Cloud: I got a couple. Is it currently non-conforming in a C-1? Is that what we're talking about today?

Ms. Christie: It would be because, we don't have a business license at that location that indicates a warehouse so it is not a non-conforming as it is today. But it wasn't non-conforming when it was zoned to C-1.

Mr. Cloud: Is there a method, by which this person, this gentleman can continue his operation as is or you know what I'm trying to say?

Ms. Christie: Well, that becomes a legal question, whether or not, because it is a change in use from what it was when it was rezoned to C-1 whether that is considered to be a new non-conforming use because it is a different kind of business. We never had that business established as roofing I mean as a tree service as a matter of fact it's the same tree service that we were talking about on Graham Road. They had this listed as their address but they didn't have a business license for either one.

Mr. Couch (?): I would feel more comfortable pursuing something like that; I mean switching this to C-2 in this area where it is all A-1 and single family 2 with those uses seems like it would be out of character.

Mr. Christie: David I have a question for you; can we consider this to be a non-conforming use which would allow him to get a business license at this location but he can't make any changes to it?

Mr. Phillips: O.K. I think I missed some of the discussion but he owned this before the current scheme went in place. Is that correct?

Mr. Christie: No, he bought it; when did you buy it?

Mr. Phillips was not close to the mic and couldn't be understood.

Ms. Christie: It was rezoned in 2018.

Mr. Phillips: I mean he can re-submit his petition under that guise and it would be up to whether or not you wanted put this in front of the commission or not. But as it stands right now, it would not be a non-conforming use because, you know, he is a new owner to the property since the current scheme went into effect. But certainly, if he wanted to re-submit that differently then that would be up to your department as to whether or not that was an appropriate use for that.

Ms. Christie: O.K. so you are saying he would need to submit a request for it to be recognized as a non-conforming use.

Mr. Phillips: Well, he would at least have to go through that process before you can consider it. You know as the gatekeepers it would be up to you.

Ms. Christie: I understand, I understand that and only the items that are allowed in a C-1 zone as we zoned it previously would be allowed to stay there which includes cultural, recreational, and health facilities; offices, studios, eating places, neighborhood shopping goods and a parking lot and a health care clinic. The difference between the two is we add in trades and services, which is what he has. Shopping goods, automotive services more activities are in a C-2 zone than a C-1.

Mr. Cloud: Will this be a non-conforming in an A-1; as it currently is?

Ms. Christie: Well, you would have to go back to rezone to A-1 and we don't go back to A-1.

Mr. Cloud: Sure.

Ms. Christie: So he has to be considered a non-conforming in a C-1.

Mr. Cloud: I guess my point is, I'm trying to figure out what he can do with this business so he can get a business license; as is without causing him any due harm and I'm not in favor to rezone this to C-2 for sure.

Ms. Christie: So he would have to apply for a recognition of a non-conforming use and then you all would have to determine whether you want to give him that recognition. Is that acceptable to you or do you want them to vote on the C-2?

Mr. ? (This person didn't identify himself) I don't have a lot of background on this property but basically our requests was because the city wanted it to C-2. That's why our office put this package together.

Ms. Christie: If he operates this business at this location; it takes a C-2 zone to operate there. The question is whether or not the planning commission is willing to rezone the property to C-2. If you want them to vote on the C-2 request; we can do that. O.K.

Mr. Phillips: My only question before the vote is somebody that is 200 yards from me just got a C-2, so how is that fair?

Ms. Christie: O.K. I explained to you the location is different down the street.

Mr. Phillips: 200 yards where all the traffic of the new neighborhood.

Ms. Christie: That decision has already been made. We are not going to go back and justify that decision. I can tell you the reason is because it is located at that intersection. If you want them to vote on this, we will vote on it and then we will go from there. Is that what you want?

Mr. Phillips: I want you to vote on this.

Ms. Christie: O.K.

Mr. Compton: Any more questions from the commission? If not, this would be a call for the vote.

Mr. Hussein: Call for the vote.

Mr. Compton: Call for the vote from Chris Hussein. Ready, vote.

The vote was done electronically and showed the following:

Ray Cardiel – no, Mark Cloud – no, Gary Compton – no, Chris Hussein – no, Brent Couch – no, Jennifer Keith – no, Tresa Reynolds – no, Dale Tyler – No, Austin – abstain.

Mr. Compton: We have one abstention and looks like it failed 8 to 0 with one abstention.

Ms. Christie: You have the right to appeal the planning commission's decision to the city council. Your appeal has to be filed in fifteen days in the City Clerk's office. You have to notify the adjacent property owners of the hearing before the city council and you have to explain why you think the planning commission erred in its decision.

Mr. Compton: Thank you.

F.	R24-26	<u>Glur Revocable Trust & Weiss Trust</u> 5065 & 5087 Bob Mills Road From A-1 to SF-1
	B24-50	Variance for front, side, and rear setback reduction for non-conforming structures to remain. Presented by Alan Reid and Associates

Mr. Alan Reid was present on behalf of his client to answer any questions or comments.

Mr. Compton asked for Staff comments.

Ms. Christie read the Staff comments.

The adopted Comprehensive Land Use Plan indicates Low Density Residential



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June 5, 2024

William Pereira
811 SW Raintree Ln, Ste 30
Bentonville, AR 72712

RE: R24-25

Rezone

2944 N. 48th Street

At the June 4th, 2024 meeting of the Springdale Planning Commission, the rezoning from Neighborhood Commercial District (C-1) to General Commercial District (C-2) at the above location was denied.

The Planning Commission's decision may be appealed in writing to the City Clerk's office within fifteen (15) days provided that the petitioner explains why it's felt that the Planning Commission erred in its decision. It is required that adjacent property owners are notified of the appeal to the City Council.

Respectfully,

Patsy Christie, Director
Planning and Community Development Division

/jn

Cc: File

Patsy Christie Director

Planning and Community Development Division

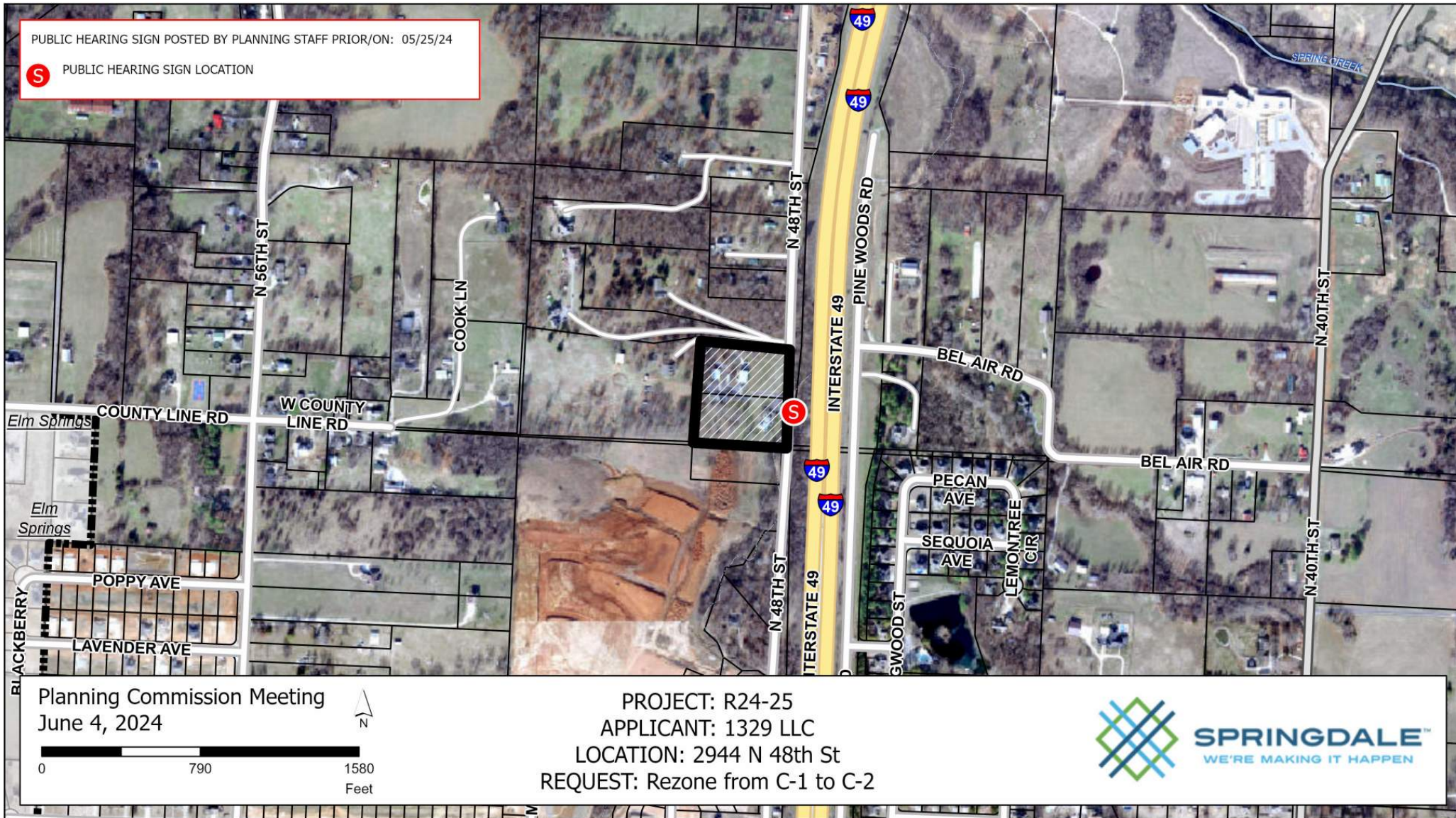
(479) 750.8550 phone | (479) 750.8539 fax | 201 Spring Street | Springdale, Arkansas 72764

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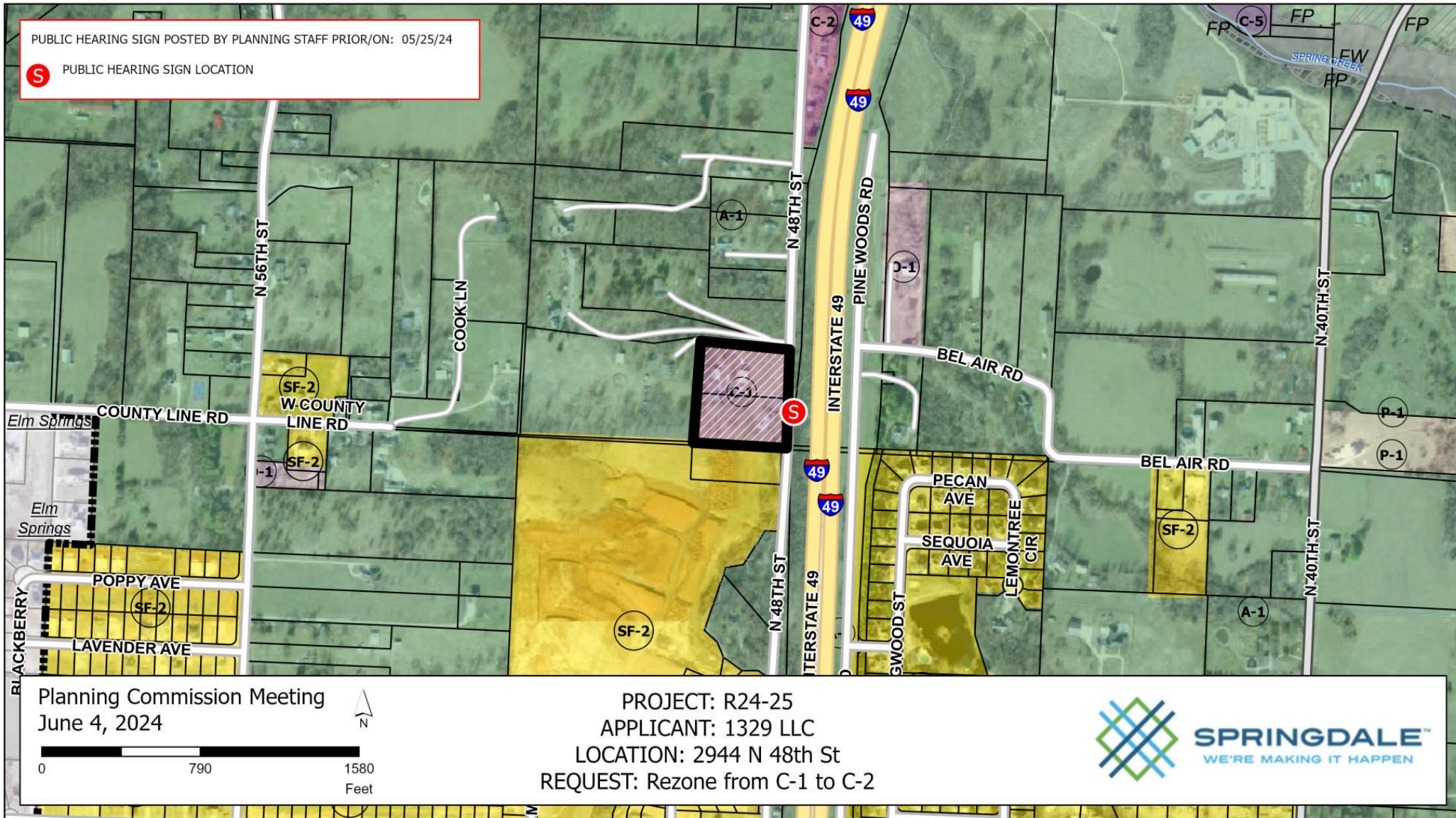
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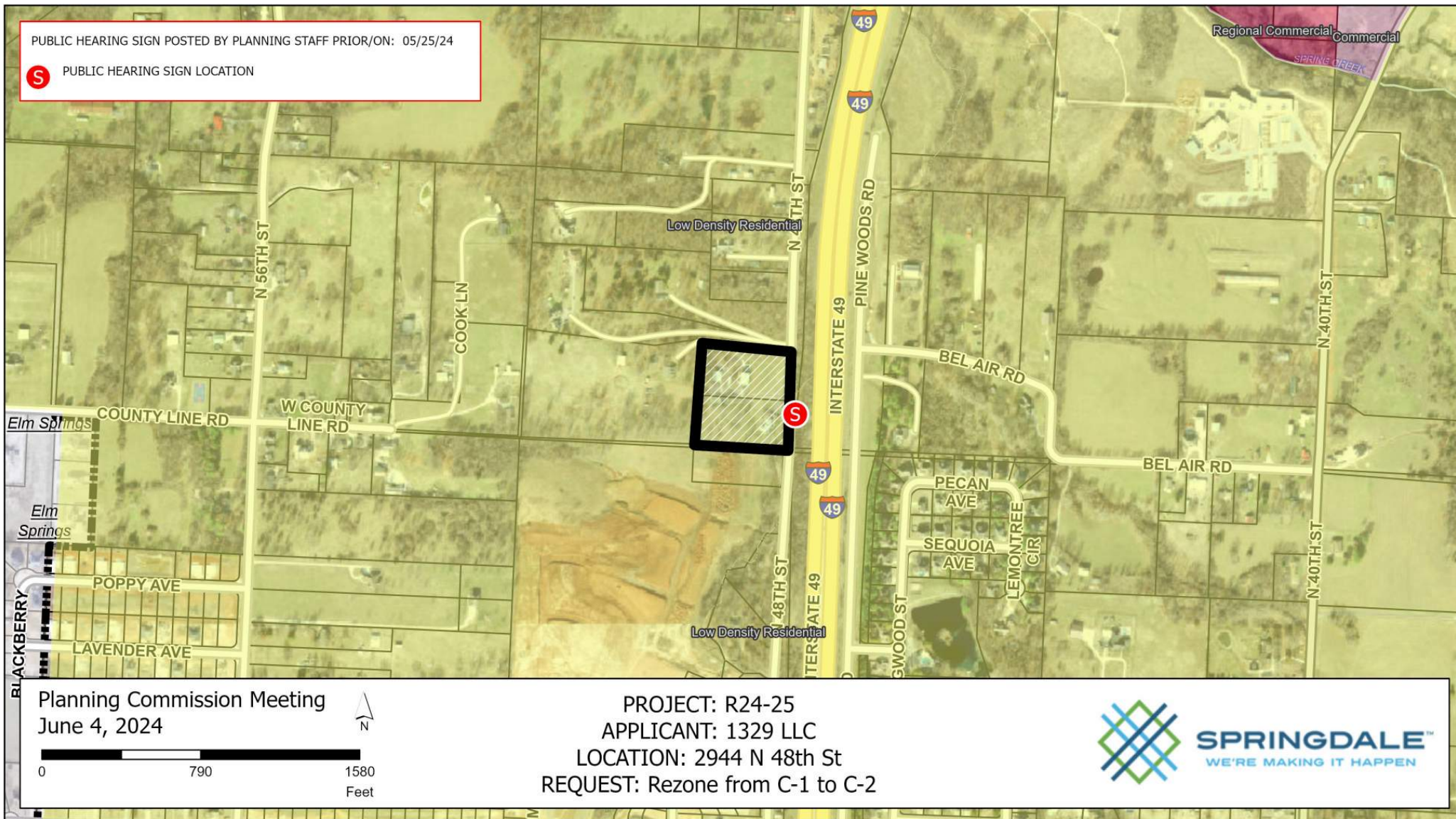
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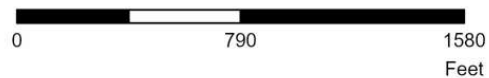
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PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024



PROJECT: R24-25
APPLICANT: 1329 LLC
LOCATION: 2944 N 48th St
REQUEST: Rezone from C-1 to C-2





WWW.DBTCFIRM.COM

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

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

July 16, 2024

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

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

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

Dear Springdale City Council:

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

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

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

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

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

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

Springdale City Council
July 16, 2024
Page 3

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

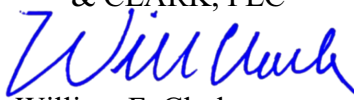
After the Planning Commission meeting and in an effort to facilitate both a mutually beneficial working relationship between the parties and to ensure that the City of Springdale is equally as proud of this development as is NWA LD, LLC, various stakeholders on behalf of the developer called a meeting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

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

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

Sincerely,

DAVIS, BUTT, TAYLOR
& CLARK, PLC



William F. Clark

WFC/wc

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

+++++

**PLANNING & COMMUNITY
DEVELOPMENT DIVISION**

Memo

To: PLANNING COMMISSION MEMBERS
From: Patsy Christie, Planning Director
Date: July 2, 2024
Re: R24-30 Cottages at Clear Creek

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

The adopted Development Plan states the following:

Project includes four phases, initial construction is anticipated to include Phase 1 only, but may include a combination of Phase I and one or more additional phases.

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

Revised Development Plan

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

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

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

The adopted Development Plan states the following:

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

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

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

The adopted Development Plan states the following:

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

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

The adopted Development Plan states the following:

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

Revised Development Plan refers to “attached covenants” not provided.

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



Rezoning Application

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

Applicant / Owner

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

Property

Job Address:	5331 E ROBINSON AVE	Desired Zoning:	Revised PUD
Parcel No(s):	815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800, 815-36190-900, and Phase 1 of PUD	Total Acreage:	83.4 Acres
Current Zoning:	PUD		
Legal Description:	Attached		
Layman's Description:	83.4 acres north of DTP, south of Hwy412, and east of Eupeil Lane		

Review Contact / Intentions

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

The Petitioner's immediate intentions are to:

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

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

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

Daniel Lazenby

Name

06/12/2024

Date

CERTIFIED LIST OF ADJACENT PROPERTY OWNERS

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



Signature: S. Craig Davis
Date: 6-11-24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFIED LIST OF ADJACENT PROPERTY OWNERS

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

Signature: *S. Craig Davis*
 Date: 6-11-24

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.
2. Ownership: Phase I of the project has been completed, and the final plat was recorded at Book 24A, Page 507. The majority of buildable lots in Phase I have since been sold to individual homeowners. The remaining phases of the project (phases 2-4) are owned by NWA LD, LLC, which is the developer and the applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials.
3. Project size: The property includes approximately 83.4 acres, well in excess of the ten acre minimum required by city code.
4. Staging: The 83.4 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

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

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

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

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

APPLICATION REVIEW PROCEDURES

1. Three Phases:
 - a. A preapplication conference with planning and community development staff. – As part of the original PUD zoning process, an initial pre-application conference with planning department was held on July 22, 2020 and a second pre-application conference was held on August 12, 2020. Additional meetings with planning staff were conducted in 2024 prior to submitting the revised development plan.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.
 - c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.
 - d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit. The previously approved development plan has been recorded.
5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Approximately 83.4 acre tract – legal description as follows:

SURVEY DESCRIPTION:

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

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

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

7. Project Name: Cottages at Clear Creek Planned Unit Development
8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, monument sign concept, landscaping, and sample home elevations.
1. Development Strategy – Intent is to develop an approximately 83.4 acre site as a PUD with single-family homes on 327 residential lots and one commercial lot along Highway 412 at the north end. Developer intends to build and sell homes on the lots and/or sell lots. The project includes three general types of residential lots:
 - a) Front Load Lots: These lots are similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 50' wide by 110'-120' deep. FEMA floodmaps for the project area were revised after the Preliminary Plat was approved. To accommodate the updated flood maps, there is a group of homes at the west end of St. Moritz Road along its south side which will have reduced lot depths of 105' to 110' deep. These lots are all at least 50 feet wide.
 - b) Rear Load Lots: These houses have rear load garages accessing alleys behind the houses. Houses face a public street or pedestrian courtyard in front of the home. Typical lot size is 50' wide by 105'-115' deep.
 - c) Collaborative Lots: These are similar to Rear Load Lots with a rear load garage accessing an alley behind the home and a public street in front of the house. However, each Collaborative Lot also has a back yard area on the opposite side of the alley from the house. Typical lot size is 50' wide by 200' deep. Six collaborative lots are included in Phase 2 of the subdivision, located just south of the commercial lot.

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

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

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

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

For the Commercial Lot, Specific Uses Allowed are:

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

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

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

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

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

B) Building Setbacks

Front Load Residential Building Setbacks:

Front – 25 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 20 Feet

Rear Load Residential Building Setbacks:

- Front – 15 Feet
- Interior Side – 5 Feet
- Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
- Rear – 25 Feet

Collaborative Residential Building Setbacks:

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

Commercial Building Setbacks:

- All Sides – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Water and sewer infrastructure is already present in this area. Springdale Water Utilities has twelve inch water mains along the south side of Highway 412 and along the south side of Don Tyson Parkway. Off-site sewer improvements required to serve the development have been completed as part of Phase I infrastructure construction.

File# 2023-00022823

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Assessments.

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

- (i) A one-time Initial Assessment upon receiving a deed for a Lot to supplement Regular Assessments for maintenance, taxes and insurance on Common Properties and other Association expenses.
- (ii) Annual assessments or charges for maintenance, taxes and insurance on Common Properties as herein set forth and as established by the Association;
- (iii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;
- (iv) Special individual assessments which might be levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear;

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

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

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

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

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

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

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

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

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

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

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

4. Duties and Powers of Association.

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

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

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

- (b) Hire legal and accounting services to serve the Association.
- (c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.
- (d) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including, but not limited to, a yard maintenance service. The manager under contract may be affiliated with the Developer.
- (e) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.
- (f) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.
- (g) To execute all declarations of ownership for tax assessment purposes as necessary.
- (h) To make reasonable rules and regulations for the operation of the Common Properties and to amend these Covenants from time to time.
- (i) To request and accept funds from the Developer/Declarant, or an affiliated Builder, to support and subsidize Association matters and expenses, when necessary, and to reimburse Developer/Declarant, or the affiliated Builder, for such funds upon receipt of written invoice/request.

5. Limitation on Liability.

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

6. Property Rights in the Common Properties.

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

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

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

- (i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.
- (ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.
- (iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.
- (iv) The right of the Association as may be provided by its Bylaws and the provisions of this Declaration to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.
- (v) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipality, county, or public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

7. Maintenance of Common Property.

(a) Association's Responsibility.

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

- (ii) The cost to the Association of maintaining the Common Property shall be assessed equally among the Members as part of the assessments pursuant to the provisions of these Covenants, except as otherwise stated herein.
- (iii) In the event a Member or Owner (except for Declarant or its affiliates) fails to follow or otherwise violates the covenants, conditions, and/or restrictions contained in this Declaration after the Declarant turns over control of the Board, the applicable City or County within which the Subdivision is located may exercise all rights of the Association contained in this Declaration, including, but not limited to, the right to impose Special Assessments and impose liens against individual Members/Owners (except for Declarant or its affiliates), subject to applicable City or County regulations.

8. Easements.

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

9. Use and Division of Lots.

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

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

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

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

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

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

(e) Architectural Requirements.

- (i) Each dwelling shall front a dedicated public street.
- (ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.
- (iii) All residences shall have roof shingles that are grey or black in color, preferably Weatherwood. Deviation from this color requires approval from the ARC
- (iv) The exterior finish materials on all lots shall be 100% masonry material up to the 2nd floor plate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Nuisances.

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

11. Regulations.

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

12. Enforcement of Obligations; Miscellaneous.

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

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

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

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

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

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

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

(signature page to follow)

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

NWA LD, LLC

By [Signature]

Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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

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

Mindy Espindola
Notary Public
Filing No. _____

My Commission Expires:

7/3/26
(Seal)



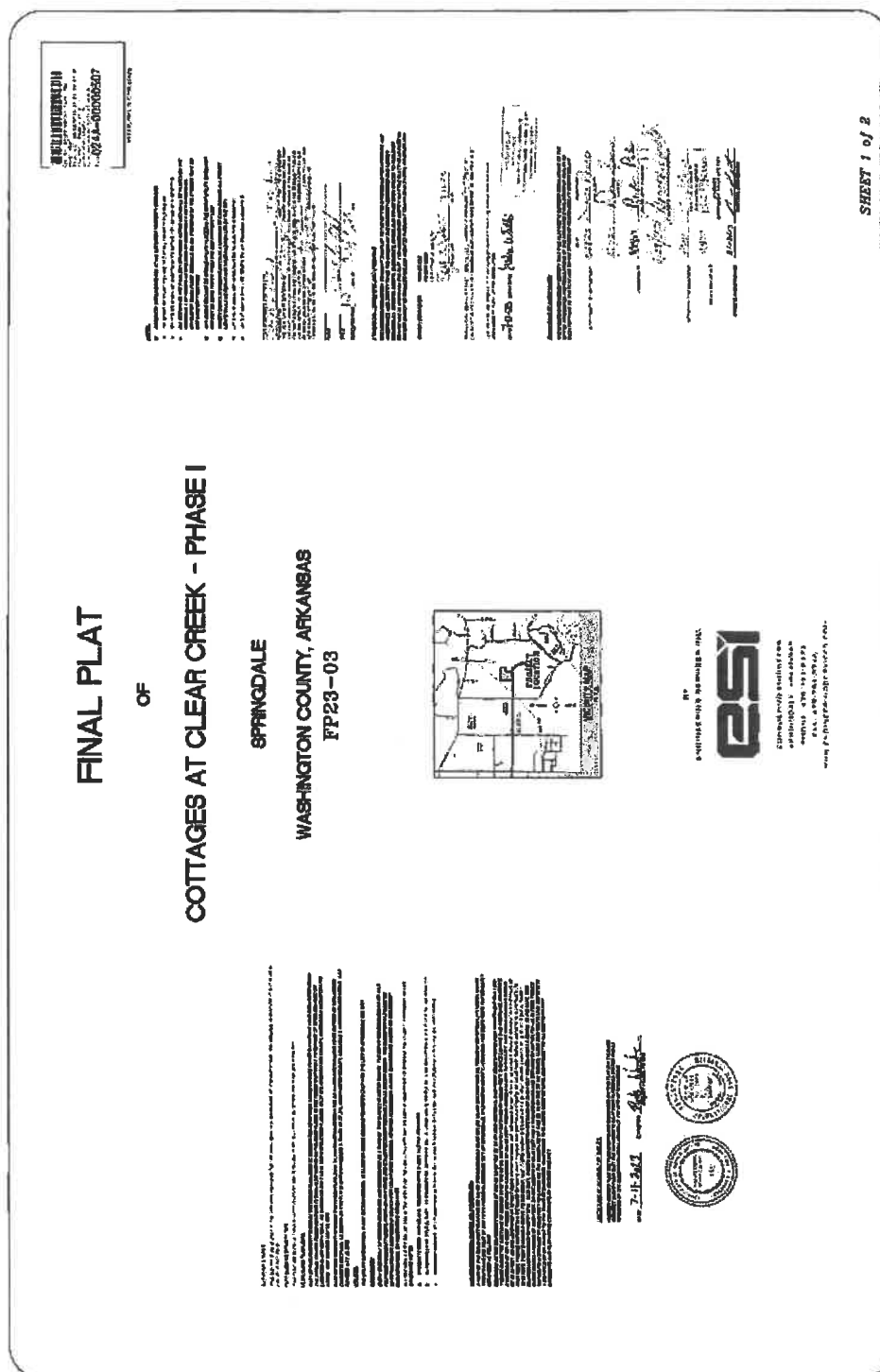
EXHIBIT A Property Description

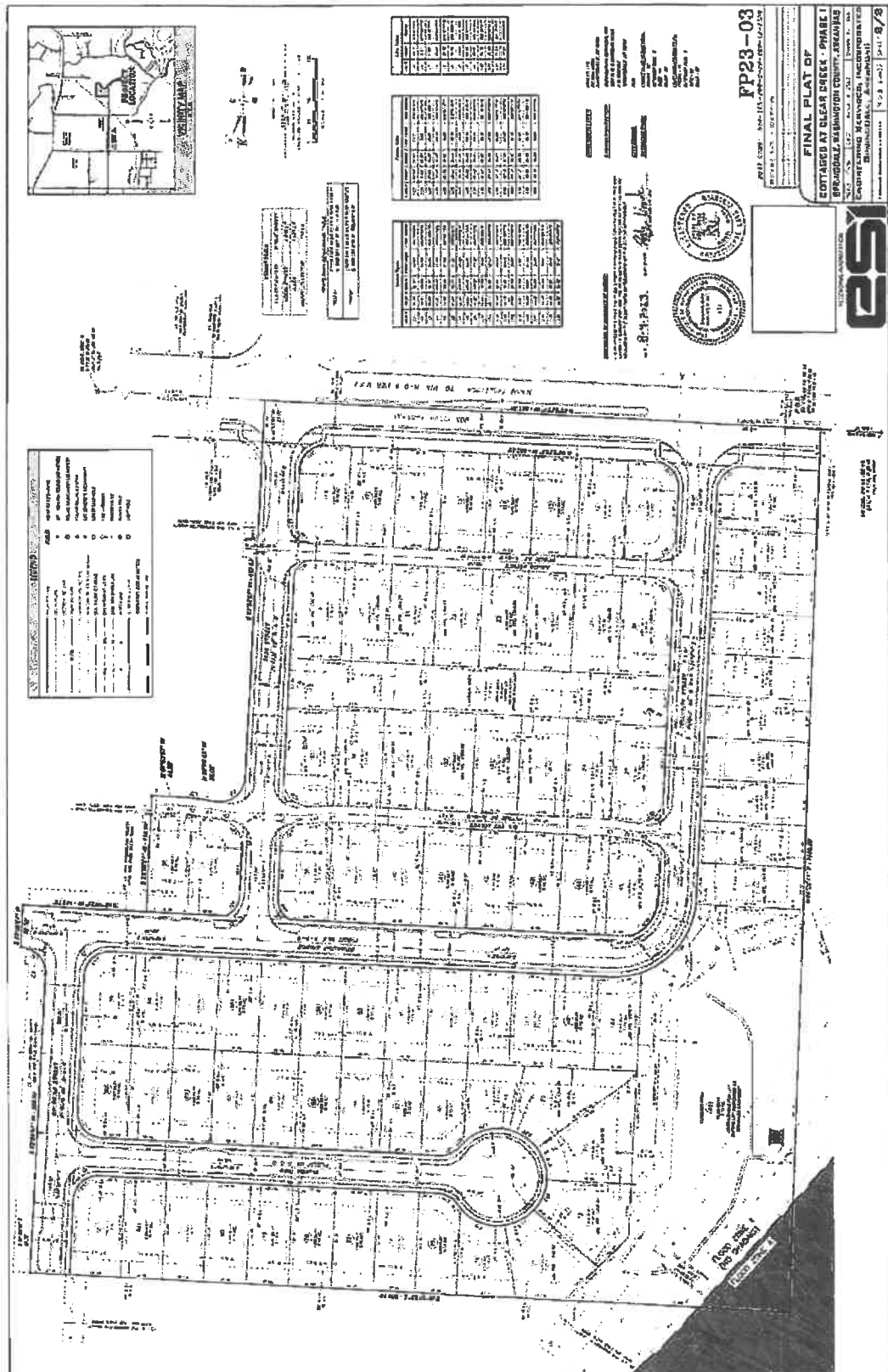
SURVEY DESCRIPTION (PARCEL NO. 815-36190-300):

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

BEGINNING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 9, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, N02°20'41"E A DISTANCE OF 1058.09 FEET; THENCE LEAVING SAID WEST LINE, S86°53'53"E A DISTANCE OF 901.11 FEET; THENCE S03°06'07"W A DISTANCE OF 358.00 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.12 FEET AND A CHORD BEARING AND DISTANCE OF S41°53'53"E - 42.43 FEET; THENCE S03°06'07"W A DISTANCE OF 50.50 FEET; THENCE N86°53'53"W A DISTANCE OF 145.76 FEET; THENCE S03°06'07"W A DISTANCE OF 138.00 FEET; THENCE N86°53'53"W A DISTANCE OF 44.39 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 12.32 FEET AND A CHORD BEARING AND DISTANCE OF N83°41'19"W - 12.32 FEET; THENCE N80°28'45"W A DISTANCE OF 20.08 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 50.48 FEET AND A CHORD BEARING AND DISTANCE OF S51°18'41"W - 44.74 FEET; THENCE S03°06'07"W A DISTANCE OF 452.62 FEET TO A POINT ON THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE ALONG SAID SOUTH LINE, N86°53'53"W A DISTANCE OF 881.39 FEET TO THE POINT OF BEGINNING, CONTAINING 18.88 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

EXHIBIT B
Plat





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

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

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.
2. Ownership: The property is owned by Homestead AB, LLC, which is the Applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials. The project developer is Graystone Investments, LLC.
3. Project size: The property includes approximately 83.4 acres, well in excess of the ten acre minimum required by city code.
4. Staging: The 83.4 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

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

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

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

APPLICATION REVIEW PROCEDURES

1. Three Phases:

- a. A preapplication conference with planning and community development staff. – An initial pre-application conference with planning department was held on July 22. A second pre-application conference was held on August 12.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.
 - c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.
 - d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.
5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Approximately 83.4 acre tract – legal description as follows:

SURVEY DESCRIPTION:

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

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

7. Project Name: Cottages at Clear Creek Planned Unit Development
8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, monument sign concept, landscaping, and sample home elevations.
1. Development Strategy – Intent is to develop an approximately 83.4 acre site as a PUD with single-family homes on 332 residential lots and one commercial lot along Highway 412 at the north end. Developer intends to build and sell homes on the lots and/or sell lots. The project includes three general types of residential lots:
 - a) Front Load Lots: These lots are similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 50' wide by 115'-120' deep.
 - b) Rear Load Lots: These houses have rear load garages accessing alleys behind the houses. Houses face a public street or pedestrian courtyard in front of the home. Typical lot size is 50' wide by 110'-115' deep.
 - c) Collaborative Lots: These are similar to Rear Load Lots with a rear load garage accessing an alley behind the home and a public street in front of the house. However, each Collaborative Lot also has a back yard area on the opposite side of the alley from the house. Typical lot size is 50' wide by 200' deep.

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

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

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

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

For the Commercial Lot, Specific Uses Allowed are:

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

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

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

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

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

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

B) Building Setbacks

Front Load Residential Building Setbacks:

Front – 25 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 20 Feet

Rear Load Residential Building Setbacks:

Front – 15 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 25 Feet

Collaborative Residential Building Setbacks:

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

Commercial Building Setbacks:

All Sides – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

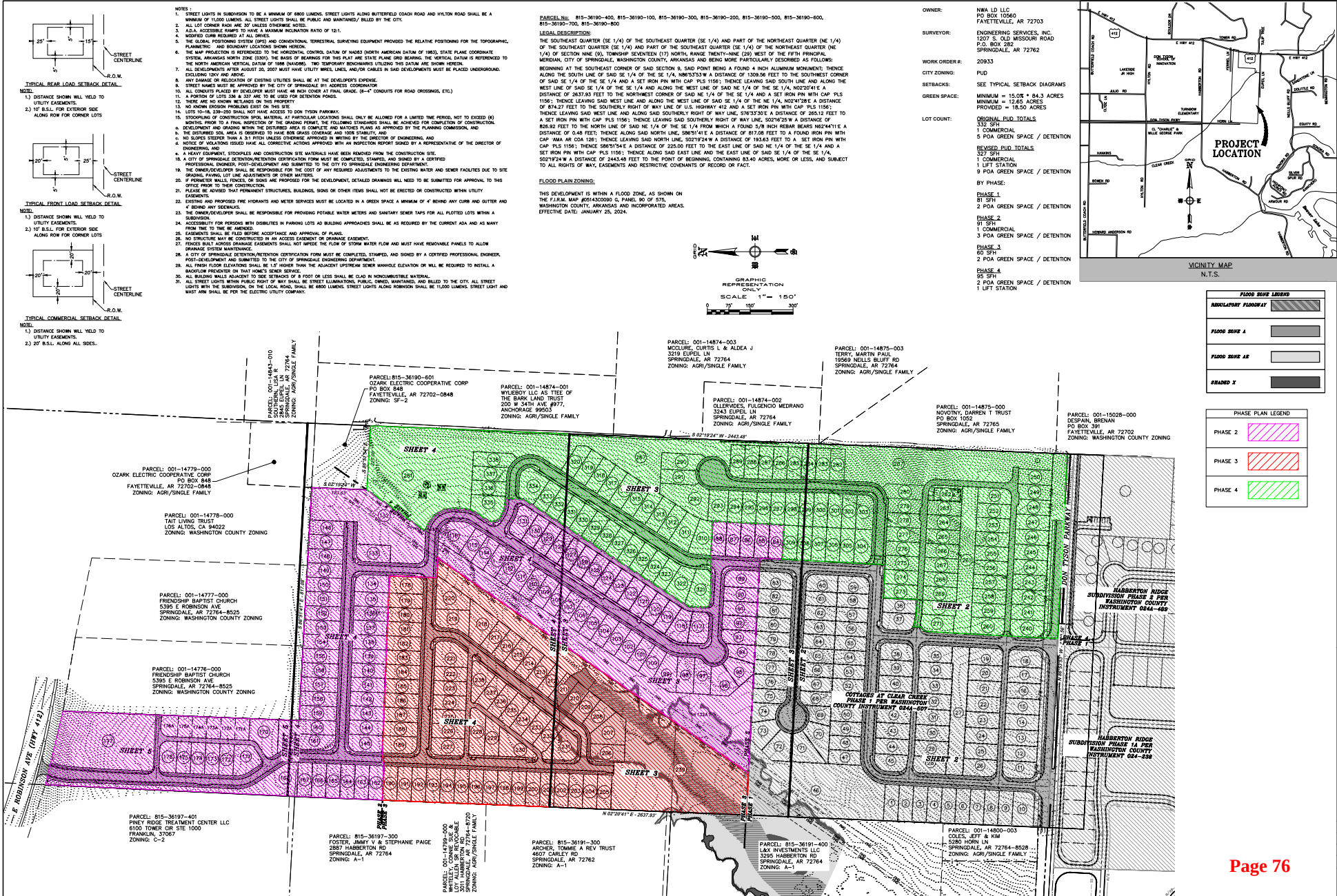
It is not anticipated the development will strain public services or infrastructure in the area. The nearby C.L. "Charlie" and Willie George Park is within walking distance and provides a wide range of outdoor recreation opportunities. There are many schools located near the project, many of which have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

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

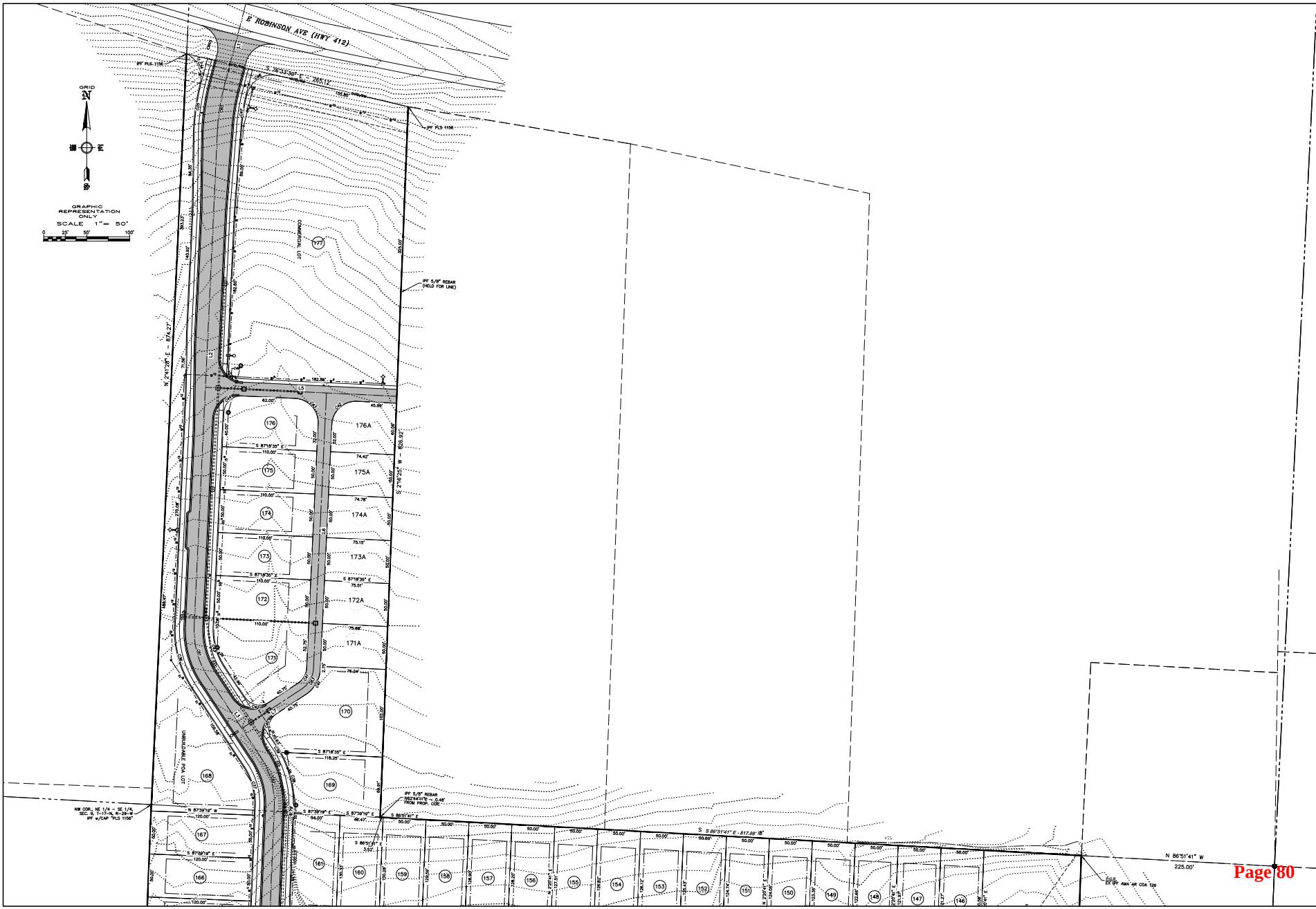
The project will have street access to East Robinson Avenue (US Highway 412) and Don Tyson Parkway, both of which are major east/west arteries through Springdale with multiple driving lanes in each direction.

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

**REVISED OVERALL SITE PLAN
 COTTAGES AT CLEAR CREEK
 SPRINGDALE, ARKANSAS**



[illegible]





ESI
ENGINEERING SERVICES INC.
SPRINGDALE, ARKANSAS 72762

**REVISED PUD PRELIM PLAT
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS**

REVISION	DATE	DESCRIPTION

SCALE: 1"=50'

DATE: Jun 20, 2024

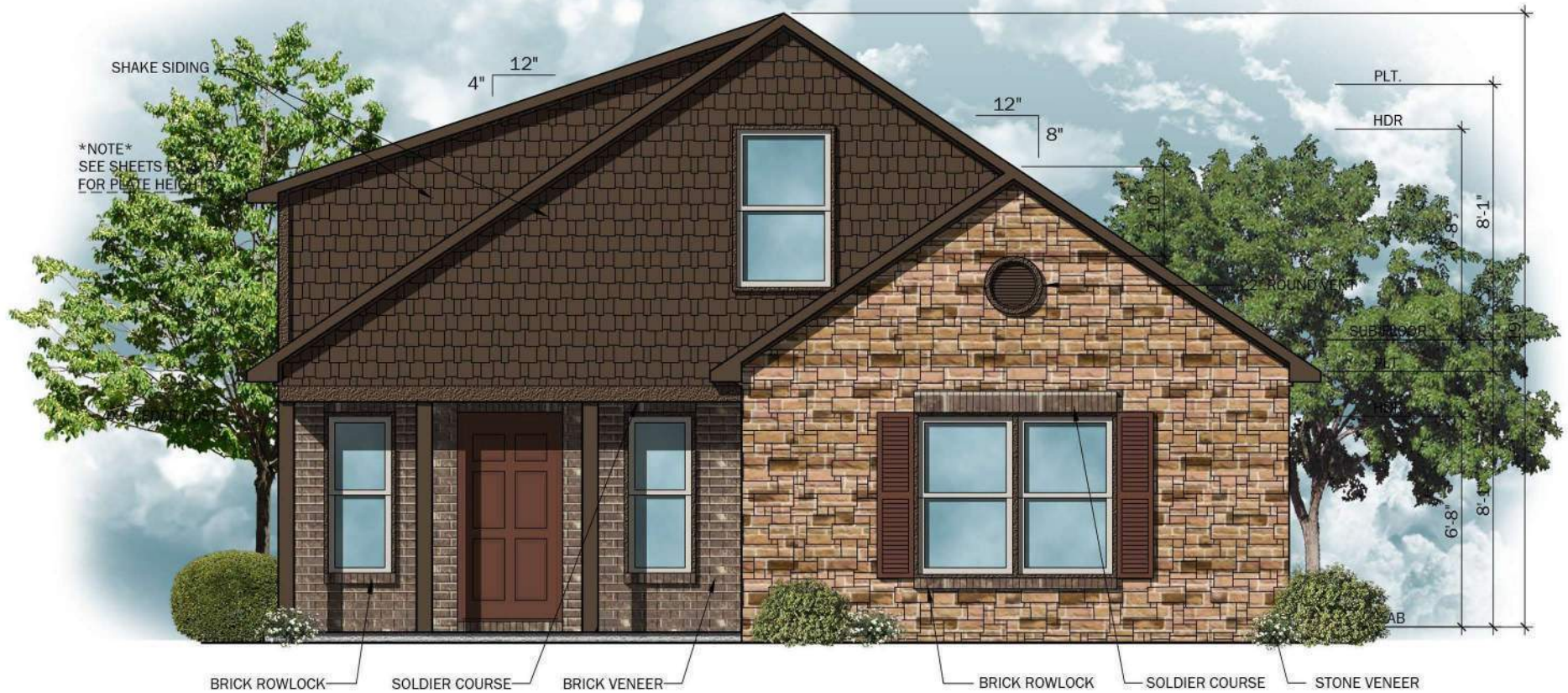
W.O. # 209333

5/5



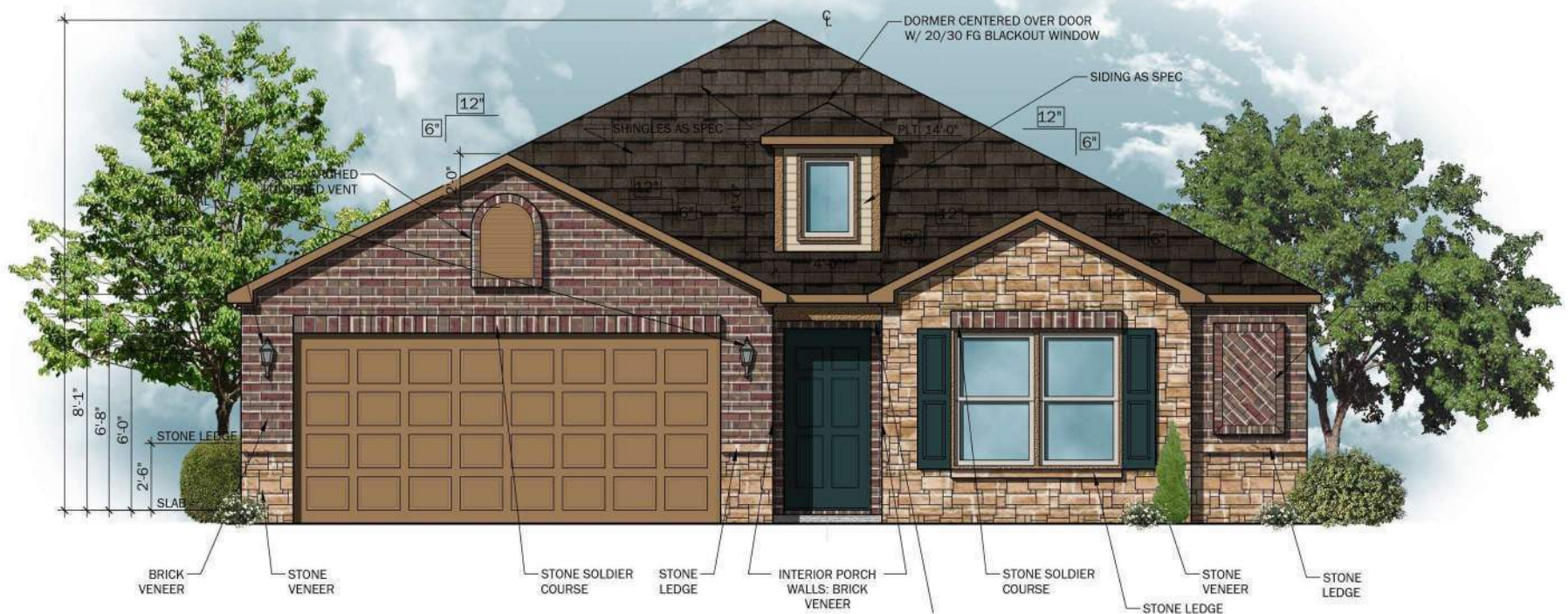
Plan Brisco
Elevation C

Springdale, Arkansas



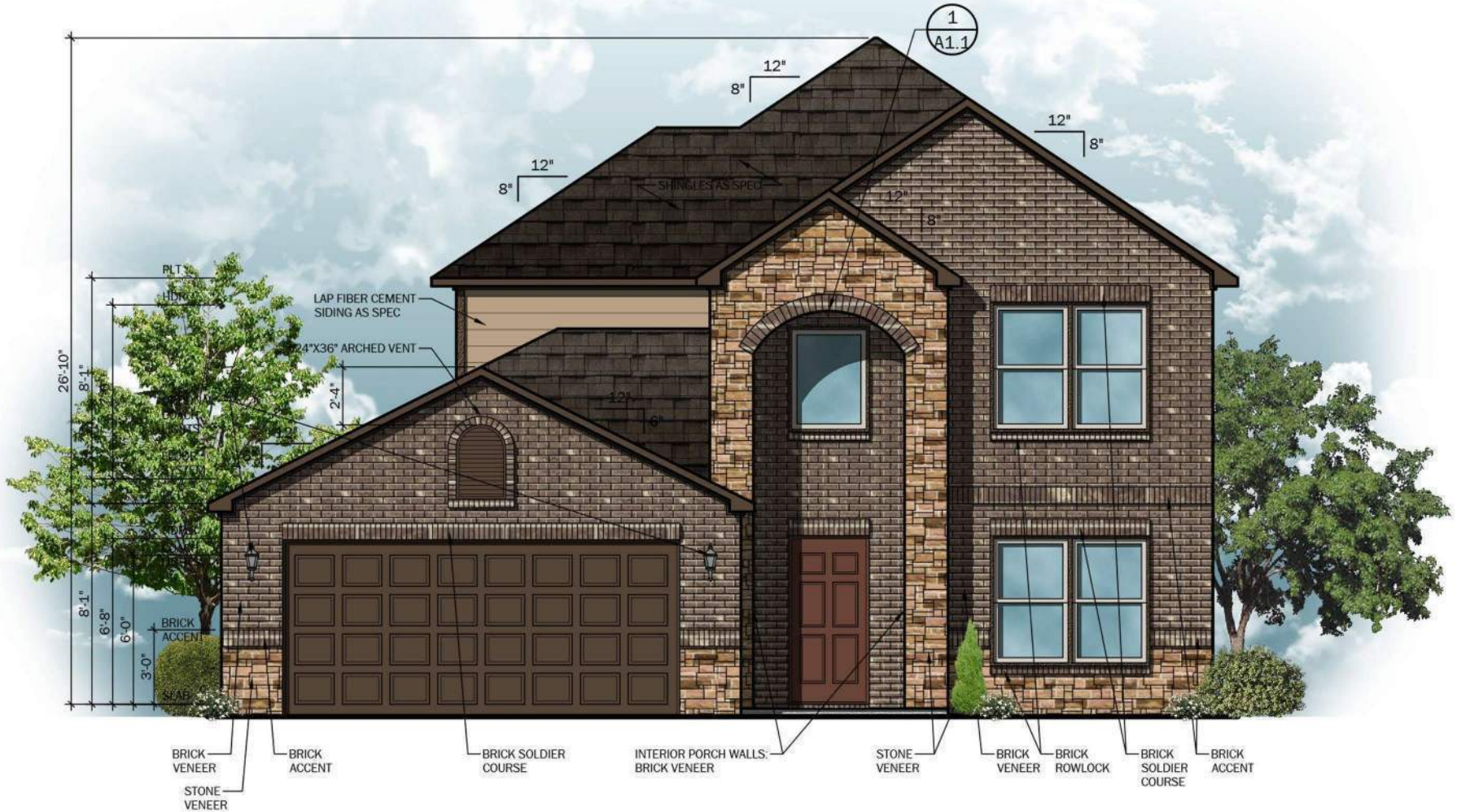
Plan Ellie
Elevation F

Springdale, Arkansas



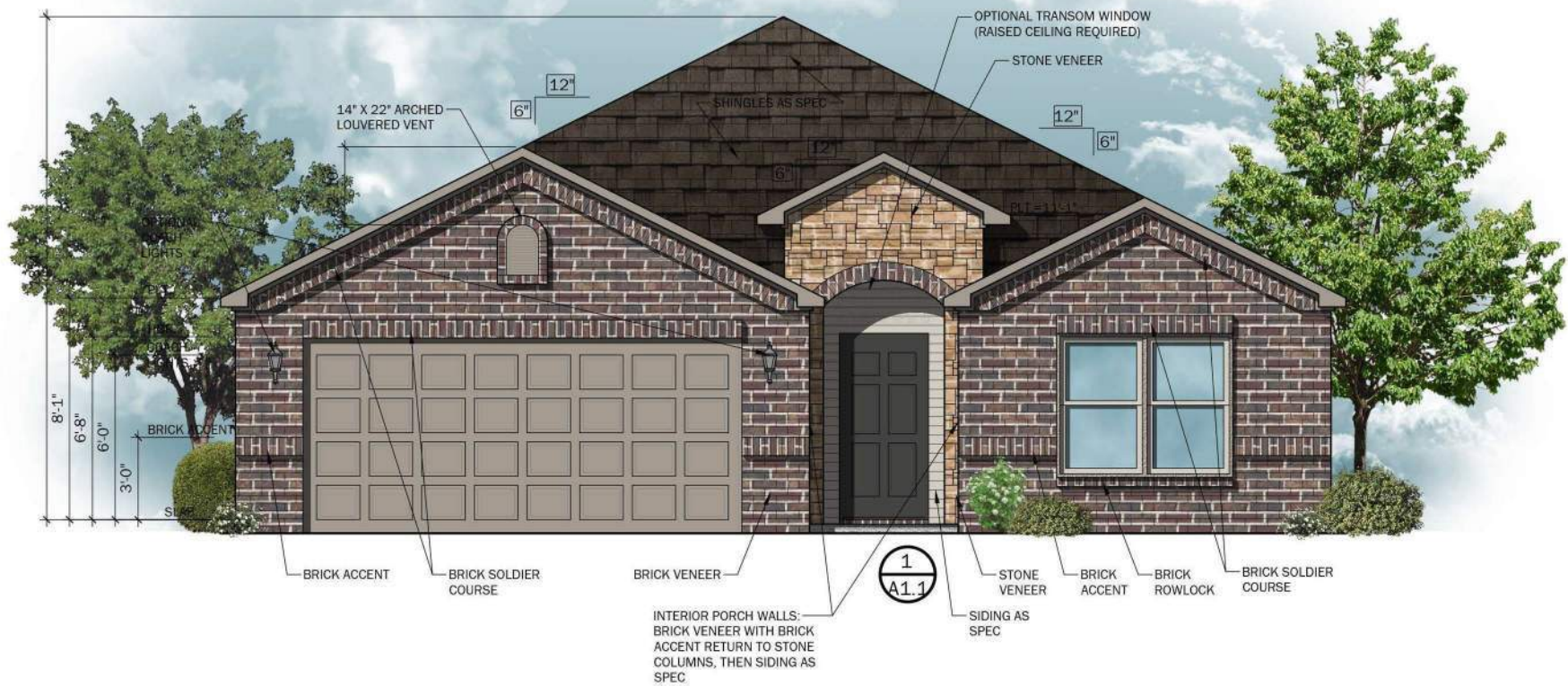
Plan Magnolia

Elevation D



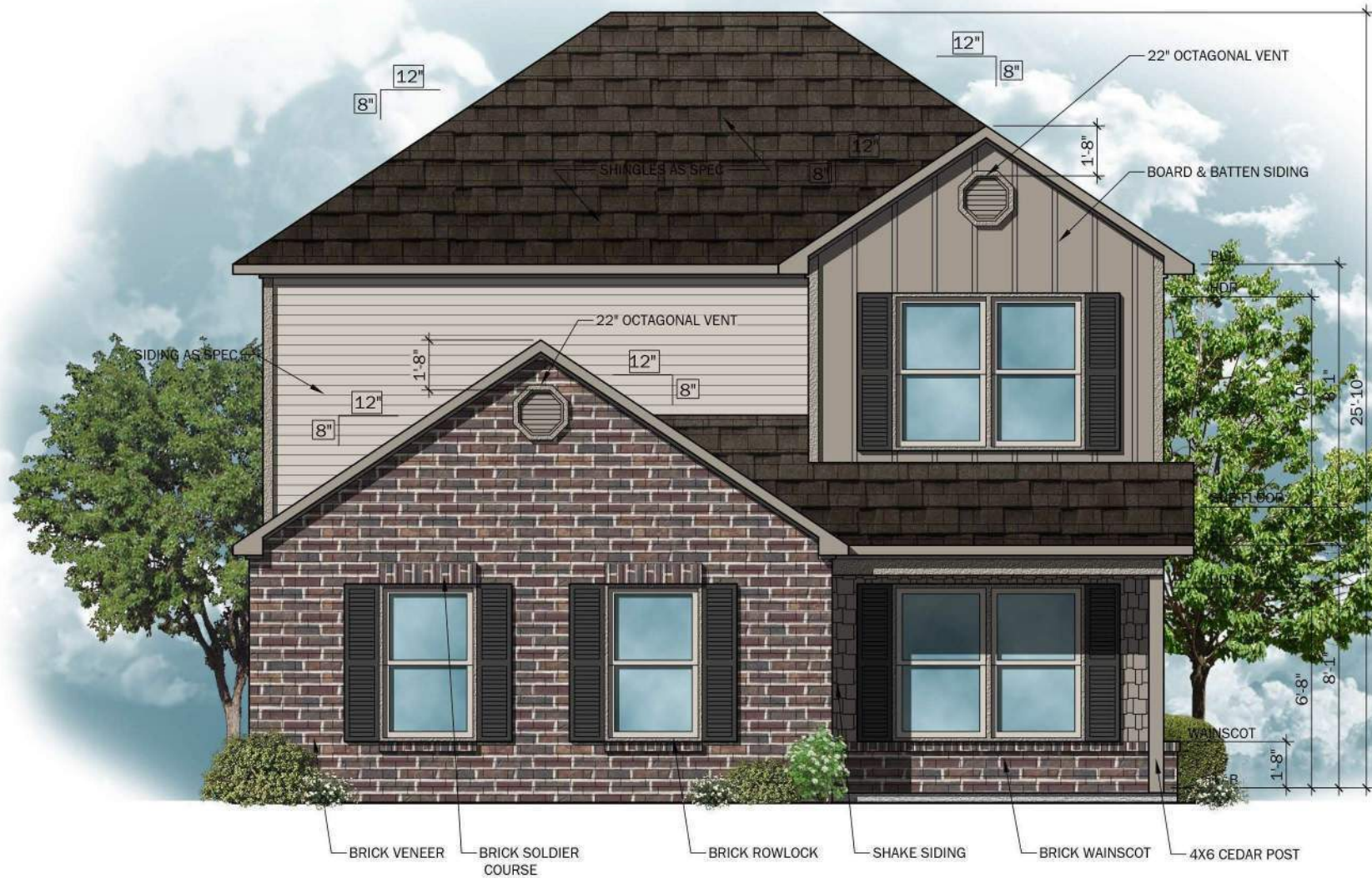
Plan Hadleigh
Elevation D

Springdale, Arkansas

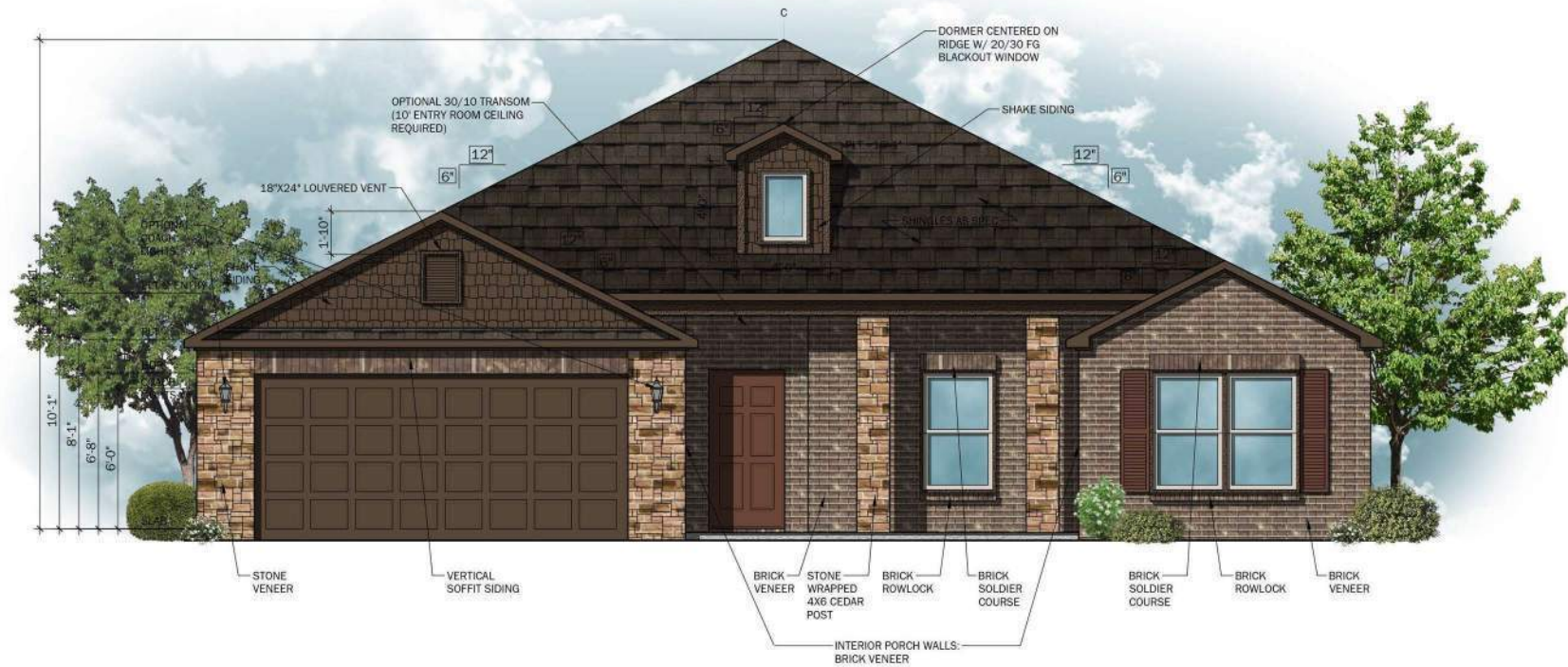


Plan Roselyn
Elevation E

Springdale, Arkansas



Plan Plumtree



Plan St Paul
Elevation C

Springdale, Arkansas

EXAMPLE PLAYGROUND EQUIPMENT EXHIBIT



Memo

To: Planning Commission

From: Staff

Date: July 2, 2024

Re: FP24-06/PP24-10

Final/Preliminary Plat

Cottages at Clear Creek

PLANNING COMMENTS:

Reviewed by Sharon Tromburg

Review Date: 06/25/2024

STANDARD COMMENTS

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

FP24-06 FINAL PLAT COMMENTS

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

General Eligibility and Staging Requirements

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

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

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

Collaborative Residential Building Setbacks:

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

- 9.
10. Is there an error on page 4 that lists the permitted use units? It doesn't have use unit 29 (home office) but it does say that use unit 4 is permitted in all areas except for the commercial lot. That would allow childcare centers, art gallery, museums, and theatres but not a home office of convenience on the residential lots.

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

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

For the Commercial Lot, Specific Uses Allowed are:

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

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

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

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

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

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

PP24-10 PHASE IV COMMENTS

12. Where is lot 132A?

172A	3784.66	0.09	97	6808.08	0.16	114	5500.00	0.13	131	6858.07	0.16
171A	3802.87	0.09	98	7541.27	0.17	115	5500.00	0.13	132	57371.84	1.32
132A	116427.76	2.67	99	8084.34	0.19	116	9671.53	0.22	133	7006.86	0.16
			100	5810.95	0.13	117	7106.81	0.16	134	7006.86	0.16

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

15. I asked the following question on 06.13.24:

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

Below is the response I got from applicant:

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

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

BUILDING AND FIRE COMMENTS:

Reviewed by Ed Stith

Review Date: 06.25.2024

Building and Fire No Comments

ENGINEERING COMMENTS:

Reviewed by Katie Hollingshead, PE, CFM

Review Date: 06.26.2024

FP24-06 PHASE II FINAL PLAT

1. Chapter 50 – Floods

(Ord. No. 4110, § 1, 9-11-07)

- Submit a floodplain development application for each home in the floodplain, must be approved prior to building permit issuance.
 - o Lots 212, 213, 214, 215, 216, 217, 237, 238 need FDP prior to building
- Provide table with minimum finished floor elevations for lots in floodplain or adjacent to drainage. Please designate between lots that have min FFE because of stormwater/floodplain and those that need min FFE for sanitary sewer.
 - o This needs to be on the final plat
- Submit final plat checklist items

PP24-10 PHASE IV COMMENTS

STANDARD COMMENTS

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

PROJECT SPECIFIC COMMENTS

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



Plat Application

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

Applicant / Owner

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

Property

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

Project

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

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

Daniel Lazenby
Name

05/30/2024
Date

May 30, 2024

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

RE: Cottages at Clear Creek PUD
Revised PUD Applications

Mrs. Christie,

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

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

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

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

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

Sincerely,

Daniel Lazenby

Enclosures

CONSTRUCTION PLANS FOR

STREET AND STORM DRAINAGE IMPROVEMENTS

TO SERVE

COTTAGES AT CLEAR CREEK PHASE 4

IN THE CITY OF

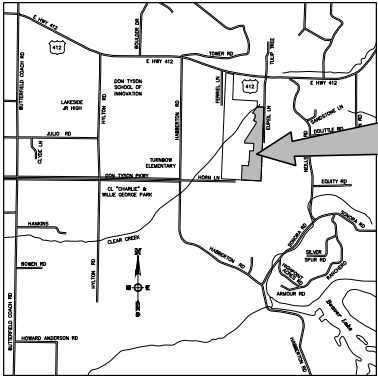
SPRINGDALE, ARKANSAS

PP24-10

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

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

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



PROJECT
LOCATION

VICINITY MAP

May 13, 2024

BY
ENGINEERING SERVICES INC.



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

NOT FOR CONSTRUCTION

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

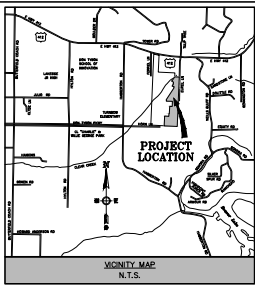
- NOTES :
1. ALL STREET AND DRAINAGE CONSTRUCTION MUST COMPLY WITH THE REQUIREMENTS OF THE CITY OF SPRINGDALE, ARKANSAS, AS CONTAINED IN CHAPTER 110, ART. III, OF THE CODE OF ORDINANCES, CITY OF SPRINGDALE, ARKANSAS.
 2. ALL WATER AND SEWER CONSTRUCTION MUST COMPLY WITH THE SPECIFICATION REQUIREMENTS FOR THE CONSTRUCTION OF WATER AND SEWER FACILITIES OF THE CITY OF SPRINGDALE WATER UTILITIES, ADOPTED MARCH 10TH, 1987 BY ORDINANCE NO. 1640, AMENDED AUGUST 27, 2014 BY RESOLUTION NO. 15-14 OF THE SPRINGDALE WATER AND SEWER COMMISSION.



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

REVISION	DATE	DESCRIPTION

SCALE: 1"=100'
DATE: May 13, 2024
DRAWN BY: [Signature]
W.O. #: 20933



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

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

WORK ORDER #: 20933

CITY ZONING: PUD

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

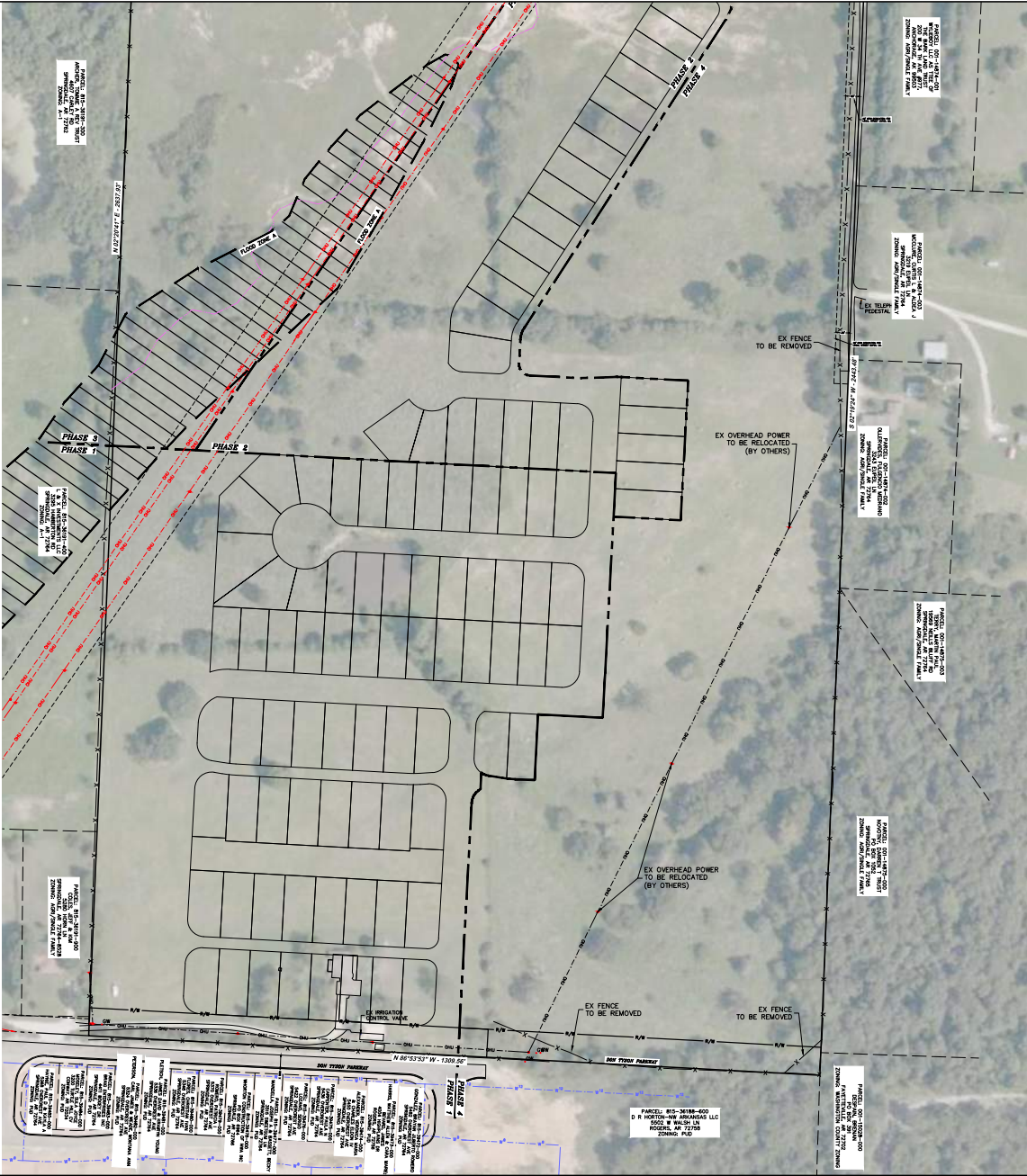


PARCEL NO.: 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800

LEGAL DESCRIPTION:
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N80°53'33"W A DISTANCE OF 1308.36 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1155; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°20'41"E A DISTANCE OF 263.83 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, N02°47'28"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP PLS 1158; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP PLS 1155; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP PLS 1158; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 874.27 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH BEAR BEARS N02°41'E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S80°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP MARK AR COA 1281; THENCE LEAVING SAID NORTH LINE, S02°16'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP PLS 1158; THENCE S80°51'41"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 1156; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°16'24"W A DISTANCE OF 2443.48 FEET TO THE POINT OF BEGINNING, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD PLAIN ZONING:
THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #054300000 F, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: MAY 16, 2008.

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



NO.	DESCRIPTION
1	ALL EXISTING TREES ON SITE WITHIN PROPOSED GRADING SHALL BE REMOVED.
2	CONTRACTOR TO CALL ONECALL PRIOR TO ANY WORK BEGINNING.

PARCEL: 815-36190-400
D R HARTMAN-AR ARKANSAS LLC
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762
CITY ZONING: PUD



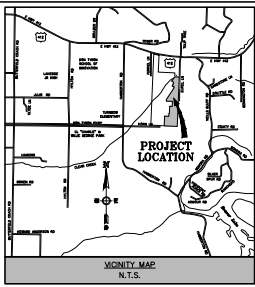
DEMOLITION PLAN
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

SCALE: 1"=100'
DATE: May 13, 2024
Drawn by: [Signature]
W.O. #: 20933

PP24-10

2



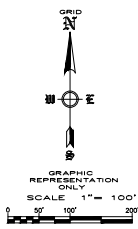
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SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 382
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WORK ORDER #: 20933

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



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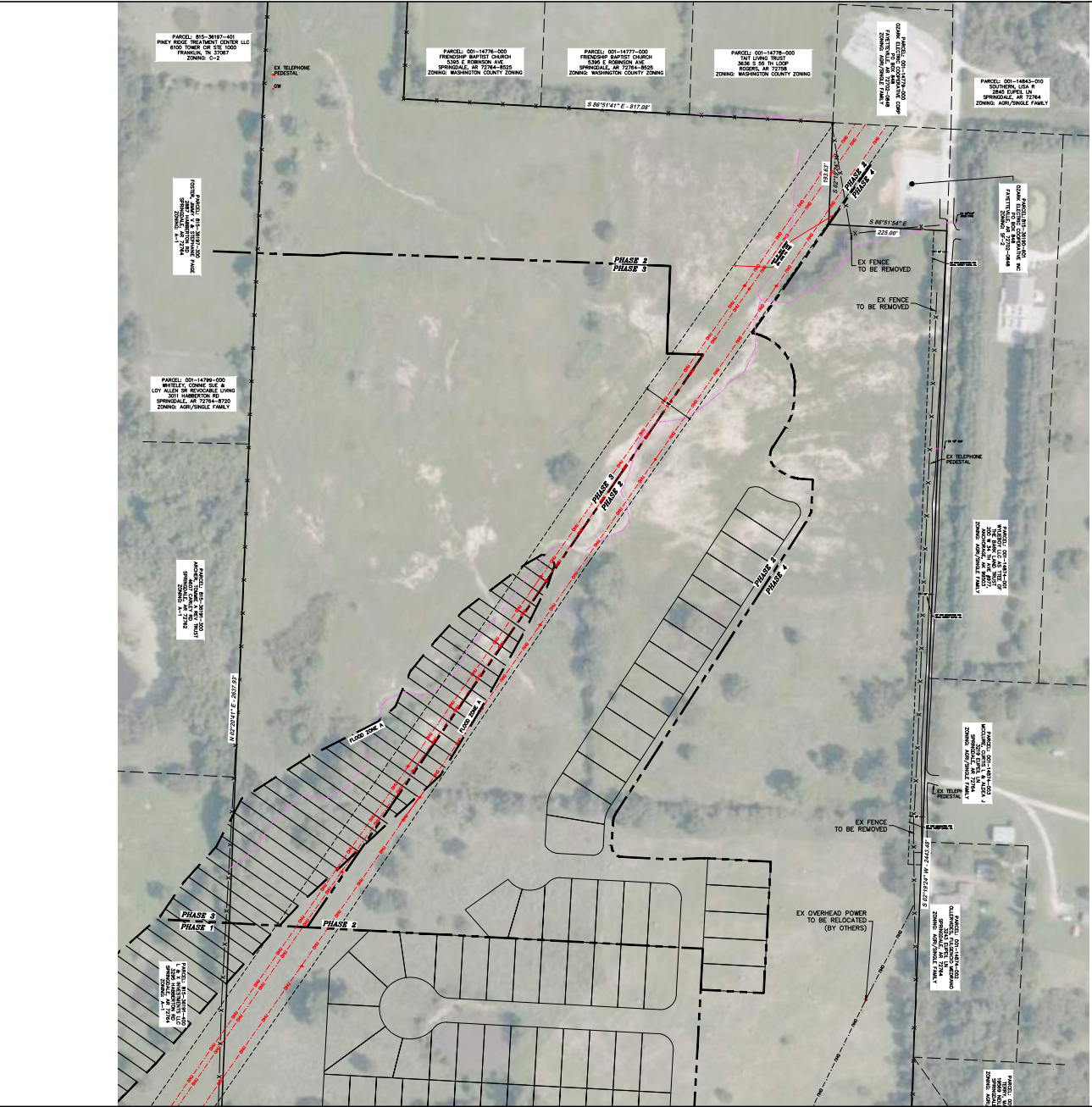
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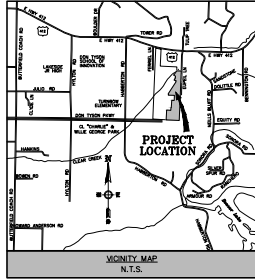




PRELIMINARY PLAT
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION
1	2024	Initial
2	2024	Revised
3	2024	Revised
4	2024	Revised
5	2024	Revised
6	2024	Revised
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90	2024	Revised
91	2024	Revised
92	2024	Revised
93	2024	Revised
94	2024	Revised
95	2024	Revised
96	2024	Revised
97	2024	Revised
98	2024	Revised
99	2024	Revised
100	2024	Revised

SCALE: 1"=50'
DATE: Jun 20, 2024
DRAWN BY: [Signature]
W.O. #: 20933



OWNER: NWA LLC
PO BOX 10560
FAYETTEVILLE, AR 72703
SURVEYOR: ENGINEERING SERVICES INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72764
WORK ORDER #: 20933
CITY ZONING: PUD
SETBACKS: FRONT - 25'
SIDE - 5'
REAR - 20'
INTERSECTION SIDE - 10'

LEGEND	
○	IRON PIN FOUND
○	IRON PIN SET
---	PROPERTY LINE
---	EX. EXISTENT LINE
---	EX. BUILDING SETBACK LINE
---	EX. ROAD CENTERLINE
---	EX. CURB & GUTTER
---	EX. CONTOUR
---	PROPOSED CONTOUR
---	EX. OVERHEAD POWER LINE
---	EX. 4" WATER LINE
---	EX. STORM DRAIN LINE
---	EX. FIBER OPTIC LINE
---	EX. WATER METER
---	EX. FIRE HYDRANT
---	EX. SEWER MANHOLE
---	EX. POWER POLE
---	EX. WATER VALVE
---	EX. LIGHT POLE
---	EX. FENCE
---	PROPOSED EXISTENT LINE
---	PROPOSED SEWER
---	PROPOSED FIRE HYDRANT
---	PROPOSED WATERLINE
---	PROPOSED HATCHWAY MARK
---	PROPOSED STORM BOX & PIPE
---	PROPOSED SEWER MANHOLE & PIPE

LEGAL DESCRIPTION:
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N89°33'53"W A DISTANCE OF 1300.34 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 11561; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°02'41"E A DISTANCE OF 3637.83 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 11561; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, N02°42'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP PLS 11561; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S70°32'01"E A DISTANCE OF 3853.12 FEET TO A SET IRON PIN WITH CAP PLS 11561; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.33 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4 FROM WHICH A FOUND 5/8 INCH REBAR BEARS N02°41'E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP PLS 11561; THENCE LEAVING SAID NORTH LINE, S02°16'25"W A DISTANCE OF 1303.63 FEET TO A SET IRON PIN WITH CAP PLS 11561; THENCE LEAVING SAID NORTH LINE A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP PLS 11561; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°16'25"W A DISTANCE OF 3443.48 FEET TO THE POINT OF BEGINNING, CONTAINING 83.45 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

LOT #	LOT SQ. FT.	LOT ACRES
240	6801.02	0.16
241	6218.60	0.14
242	6218.60	0.14
243	6218.60	0.14
244	6218.60	0.14
245	6218.60	0.14
246	6218.60	0.14
247	6218.60	0.14
248	6080.60	0.14
249	6080.60	0.14
250	6276.40	0.14
251	6308.22	0.14
252	5800.00	0.14
253	5800.00	0.14
254	5800.00	0.14
255	5800.00	0.14
256	5800.00	0.14
257	5800.00	0.14
258	5800.00	0.14
259	5800.00	0.14

LOT #	LOT SQ. FT.	LOT ACRES
301	6000.00	0.14
302	6000.00	0.14
303	7006.86	0.16
304	7006.86	0.16
305	6000.00	0.14
306	6000.00	0.14
307	6000.00	0.14
308	6000.00	0.14
309	6000.00	0.14
310	7860.47	0.18
311	7836.16	0.18
312	6000.00	0.14
313	6000.00	0.14
314	6000.00	0.14
315	6000.00	0.14
316	6000.00	0.14
317	6000.00	0.14
318	6000.00	0.14
319	6000.00	0.14
320	5768.63	0.13

LOT #	LOT SQ. FT.	LOT ACRES
280	6994.16	0.16
281	5628.79	0.13
282	6335.98	0.15
283	5925.15	0.14
284	5925.00	0.14
285	5925.00	0.14
286	5925.00	0.14
287	5925.00	0.14
288	5925.00	0.14
289	5925.00	0.14
290	5925.00	0.14
291	5925.27	0.14
292	5925.00	0.14
293	5925.00	0.14
294	5925.00	0.14
295	5925.00	0.14
296	5925.00	0.14
297	5925.00	0.14
298	5925.00	0.14
299	5925.00	0.14
300	5925.00	0.14

LOT #	LOT SQ. FT.	LOT ACRES
321	9390.48	0.22
322	7916.72	0.18
323	5591.12	0.13
324	5275.00	0.12
325	5275.00	0.12
326	5275.00	0.12
327	5275.00	0.12
328	5275.00	0.12
329	5275.00	0.12
330	5275.00	0.12
331	5275.00	0.12
332	5275.00	0.12
333	5275.00	0.12
334	5275.00	0.12
335	5275.00	0.12
336	5275.00	0.12
337	5275.00	0.12
338	5275.00	0.12
339	5275.00	0.12
340	5275.00	0.12

ROAD CENTERLINE CURVE DATA	
STATION	CHORD BEARING
0+00	N00°00'00"E
0+10	N00°00'00"E
0+20	N00°00'00"E
0+30	N00°00'00"E
0+40	N00°00'00"E
0+50	N00°00'00"E
0+60	N00°00'00"E
0+70	N00°00'00"E
0+80	N00°00'00"E
0+90	N00°00'00"E
1+00	N00°00'00"E
1+10	N00°00'00"E
1+20	N00°00'00"E
1+30	N00°00'00"E
1+40	N00°00'00"E
1+50	N00°00'00"E
1+60	N00°00'00"E
1+70	N00°00'00"E
1+80	N00°00'00"E
1+90	N00°00'00"E
2+00	N00°00'00"E
2+10	N00°00'00"E
2+20	N00°00'00"E
2+30	N00°00'00"E
2+40	N00°00'00"E
2+50	N00°00'00"E
2+60	N00°00'00"E
2+70	N00°00'00"E
2+80	N00°00'00"E
2+90	N00°00'00"E
3+00	N00°00'00"E
3+10	N00°00'00"E
3+20	N00°00'00"E
3+30	N00°00'00"E
3+40	N00°00'00"E
3+50	N00°00'00"E
3+60	N00°00'00"E
3+70	N00°00'00"E
3+80	N00°00'00"E
3+90	N00°00'00"E
4+00	N00°00'00"E
4+10	N00°00'00"E
4+20	N00°00'00"E
4+30	N00°00'00"E
4+40	N00°00'00"E
4+50	N00°00'00"E
4+60	N00°00'00"E
4+70	N00°00'00"E
4+80	N00°00'00"E
4+90	N00°00'00"E
5+00	N00°00'00"E
5+10	N00°00'00"E
5+20	N00°00'00"E
5+30	N00°00'00"E
5+40	N00°00'00"E
5+50	N00°00'00"E
5+60	N00°00'00"E
5+70	N00°00'00"E
5+80	N00°00'00"E
5+90	N00°00'00"E
6+00	N00°00'00"E
6+10	N00°00'00"E
6+20	N00°00'00"E
6+30	N00°00'00"E
6+40	N00°00'00"E
6+50	N00°00'00"E
6+60	N00°00'00"E
6+70	N00°00'00"E
6+80	N00°00'00"E
6+90	N00°00'00"E
7+00	N00°00'00"E
7+10	N00°00'00"E
7+20	N00°00'00"E
7+30	N00°00'00"E
7+40	N00°00'00"E
7+50	N00°00'00"E
7+60	N00°00'00"E
7+70	N00°00'00"E
7+80	N00°00'00"E
7+90	N00°00'00"E
8+00	N00°00'00"E
8+10	N00°00'00"E
8+20	N00°00'00"E
8+30	N00°00'00"E
8+40	N00°00'00"E
8+50	N00°00'00"E
8+60	N00°00'00"E
8+70	N00°00'00"E
8+80	N00°00'00"E
8+90	N00°00'00"E
9+00	N00°00'00"E
9+10	N00°00'00"E
9+20	N00°00'00"E
9+30	N00°00'00"E
9+40	N00°00'00"E
9+50	N00°00'00"E
9+60	N00°00'00"E
9+70	N00°00'00"E
9+80	N00°00'00"E
9+90	N00°00'00"E
10+00	N00°00'00"E
10+10	N00°00'00"E
10+20	N00°00'00"E
10+30	N00°00'00"E
10+40	N00°00'00"E
10+50	N00°00'00"E
10+60	N00°00'00"E
10+70	N00°00'00"E
10+80	N00°00'00"E
10+90	N00°00'00"E
11+00	N00°00'00"E
11+10	N00°00'00"E
11+20	N00°00'00"E
11+30	N00°00'00"E
11+40	N00°00'00"E
11+50	N00°00'00"E
11+60	N00°00'00"E
11+70	N00°00'00"E
11+80	N00°00'00"E
11+90	N00°00'00"E
12+00	N00°00'00"E
12+10	N00°00'00"E
12+20	N00°00'00"E
12+30	N00°00'00"E
12+40	N00°00'00"E
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13+40	N00°00'00"E
13+50	N00°00'00"E
13+60	N00°00'00"E
13+70	N00°00'00"E
13+80	N00°00'00"E
13+90	N00°00'00"E
14+00	N00°00'00"E
14+10	N00°00'00"E
14+20	N00°00'00"E
14+30	N00°00'00"E
14+40	N00°00'00"E
14+50	N00°00'00"E
14+60	N00°00'00"E
14+70	N00°00'00"E
14+80	N00°00'00"E
14+90	N00°00'00"E
15+00	N00°00'00"E
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15+90	N00°00'00"E
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16+10	N00°00'00"E
16+20	N00°00'00"E
16+30	N00°00'00"E
16+40	N00°00'00"E
16+50	N00°00'00"E
16+60	N00°00'00"E
16+70	N00°00'00"E
16+80	N00°00'00"E
16+90	N00°00'00"E



LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRE
240	6501.02	0.16
241	6218.60	0.14
242	6218.60	0.14
243	6218.60	0.14
244	6218.60	0.14
245	6218.60	0.14
246	6218.60	0.14
247	6218.60	0.14
248	6080.60	0.14
249	6080.60	0.14
250	6276.40	0.14
251	6308.22	0.14
252	5900.00	0.14
253	5900.00	0.14
254	5900.00	0.14
255	5900.00	0.14
256	5900.00	0.14
257	5900.00	0.14
258	5900.00	0.14
259	5900.00	0.14

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

LOT SIZE TABLE		
LOT #	SQ. FT.	LOT ACRES
281	326508.04	7.50
282	5629.79	0.13
283	5512.38	0.13
284	5575.27	0.13
285	5649.83	0.13
286	5724.38	0.13
287	5797.45	0.13
288	5618.85	0.13
289	5600.78	0.13
290	7719.27	0.18
291	6305.05	0.14
292	14579.32	0.33
293	7475.57	0.17
294	5500.00	0.13
295	5501.70	0.13
296	5555.38	0.13
297	5662.05	0.13
298	5770.58	0.13
299	5879.11	0.13
300	5976.30	0.14

LOT SIZE TABLE		
LOT #	LOT SQ. FT.	LOT ACRE
301	6000.00	0.14
302	6000.00	0.14
303	7006.86	0.16
304	7006.86	0.16
305	6000.00	0.14
306	6000.00	0.14
307	6000.00	0.14
308	6000.00	0.14
309	6000.00	0.14
310	7860.47	0.18
311	7838.16	0.18
312	6000.00	0.14
313	6000.00	0.14
314	6000.00	0.14
315	6000.00	0.14
316	6000.00	0.14
317	6000.00	0.14
318	6000.00	0.14
319	6000.00	0.14
320	5769.63	0.13

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

ROAD CENTERLINE CURVE DATA			
	R	CHD-CHW	T
C10	60.0'	526'52"10"E	104.025'
C11	127.0'	518'07'56"W	34.10'
C12	150.0'	1'19"11"40"E	33.91'
C13	41.5'	144'04'10"E	41.50'
C14	36.0'	541'53'50"E	36.00'
C15	100.0'	563'11'20"E	5.61'
C16	100.0'	562'13'40"E	3.00'
C17	1000.0'	N01°11'30"E	21.70'
C18	1000.0'	N02°11'30"E	21.70'

- [illegible]

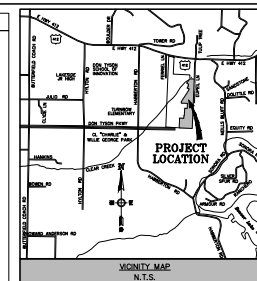
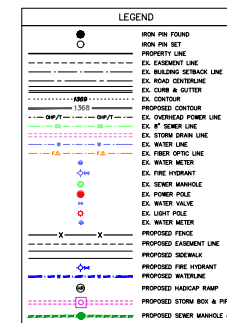
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815-36190-700, 815-36190-800

LEON BECKERSON

[illegible]

FLOOD PLAIN ZONING

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



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

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

WORK ORDER #: 20933

CITY ZONING: PUD

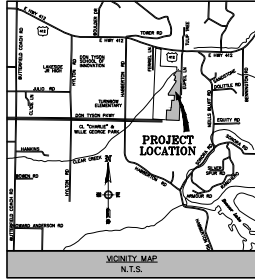
SETBACKS: FRONT - 25'
SIDE - 5'
REAR - 20'
INTERSECTION SIDE - 10'



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

REVISION	DATE	DESCRIPTION
1	2024	Initial
2	2024	Revised
3	2024	Revised
4	2024	Revised
5	2024	Revised

SCALE: 1"=50'
DATE: Jun 20, 2024
DRAWN BY: [Signature]
W.O. #: 20933



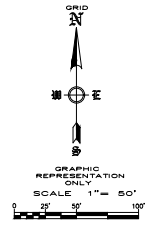
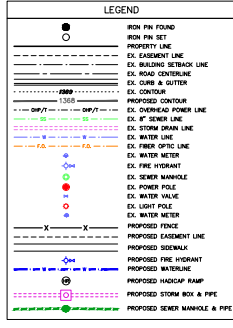
OWNER: NWA LD LLC
PO BOX 10560
FAIRFAX, AR 72703

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 292
SPRINGDALE, AR 72762

WORK ORDER #: 20933

CITY ZONING: PUD

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



- NOTES:
- STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 8000 LUMENS. STREET LIGHTS ALONG E. HWY 412 SHALL BE A MINIMUM OF 11,000 LUMENS.
 - ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED BY THE CITY.
 - ALL LOT CORNER MARKS ARE 30" UNLESS OTHERWISE NOTED.
 - ALL STREET RIGHTS-OF-WAY WITHIN THE SUBDIVISION VARY BETWEEN 20', 40', 60' AND 80'-4" IN WIDTH.
 - A.D.A. ACCESSIBLE RAMPS TO HAVE A MINIMUM RAMP RATIO OF 1:21.
 - ACCESSIBILITY FOR PERSONS WITH DISABILITIES IN PARKING LOTS AND BUILDING APPROACHES SHALL BE AS REQUIRED BY THE CURRENT ADA AND AS MAY CHANGE FROM TIME TO TIME BE AMENDED.
 - IMPOSED CURB REQUIRED AT ALL DRIVES.
 - THE GLOBAL POSITIONING SYSTEM (GPS) AND CONVENTIONAL TERRESTRIAL SURVEYING EQUIPMENT PROVIDED THE RELATIVE POSITIONING FOR THE TOPOGRAPHIC, PLANNING AND RECORDARY LOCATIONS SHOWN HEREON.
 - THE MAP PROJECTION IS REFERENCED TO THE HORIZONTAL CONTROL DATUM OF HARRIS (NORTH AMERICAN DATUM OF 1983), STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (3303). THE BASIS OF BEARINGS FOR THIS PLAT ARE STATE PLANE BEARS BEARING. THE VERTICAL DATUM IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83). TWO TEMPORARY BENCHMARKS UTILIZING THIS DATUM ARE SHOWN HEREON.
 - ALL DEVELOPMENTS AFTER AUGUST 20, 2007 MUST HAVE UTILITY WIRES, LINES, AND/OR CABLES IN SAID DEVELOPMENTS MUST BE PLACED UNDERGROUND EXCLUDING TGV AND AIRCRAFT.
 - ANY CHANGE OR RELOCATION OF EXISTING UTILITIES SHALL BE AT THE DEVELOPER'S EXPENSE.
 - STREET NAMES MUST BE APPROVED BY THE CITY OF SPRINGDALE WITH ADDRESS COORDINATOR.
 - ALL CONDUITS PLACED BY DEVELOPER MUST HAVE 48" RICH COVER AT FINAL GRADE. (6" CONDUITS FOR ROAD CROSSINGS, ETC.)
 - LOT DIM IS TO BE USED FOR A DEDICATION FENCE. THE COUNTRY THE LOT IS A DEDICATION EASEMENT.
 - THERE ARE NO KNOWN WETLANDS ON THIS PROPERTY.
 - NO KNOWN EROSION PROBLEMS EXIST ON THIS SITE.
 - STUDYING OF CONSTRUCTION SPILL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT TO EXCEED (6) MONTHS, PRIOR TO A FINAL INSPECTION OF THE GRADING FENCE. THE FOLLOWING STANDARDS SHALL BE ADOPTED FOR COMPLETION OF CONSTRUCTION.
 - DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATTERS AS APPROVED BY THE PLANNING COMMISSION, AND THE DISTURBED SOIL AREA IS OBSERVED TO HAVE BEEN GRASS COVERED AND 100% STABILIZED, AND NO SLOPES STEEPER THAN A 3:1 RATIO UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF CONSERVATION, AND NOTICE OF VIOLATION ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF CONSERVATION, AND A HEAVY EQUIPMENT, STOPLOGS AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.
 - A CITY OF SPRINGDALE DISTRIBUTION IDENTIFICATION FORM MUST BE COMPLETED, SIGNED, AND SAVED BY A QUALIFIED PROFESSIONAL ENGINEER, POST-DEVELOPMENT AND SUBMITTED TO THE CITY OF SPRINGDALE ENGINEERING DEPARTMENT.
 - THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ANY REQUIRED ADJUSTMENTS TO THE EXISTING WATER AND SEWER FACILITIES DUE TO SITE GRADING, PAVING, LOT LINE ADJUSTMENTS OR OTHER MATTERS.
 - IF PERMITS, WALLS, FENCES, OR SIGNS ARE PROPOSED FOR THE DEVELOPMENT, DETAILED DRAWINGS WILL NEED TO BE SUBMITTED FOR APPROVAL TO THE OFFICE PRIOR TO THEIR CONSTRUCTION.
 - PLEASE BE ADVISED THAT PERMANENT STRUCTURES, BUILDINGS, SIGNS OR OTHER ITEMS SHALL NOT BE DEDICATED OR CONSTRUCTED WITHIN UTILITY EASEMENTS.
 - RECORDS OF THE EXISTING BUILDING WILL REQUIRE A DEDICATION PERMIT FROM THE BUILDING DEPARTMENT PRIOR TO ISSUING A DEDICATION PERMIT. AN INSPECTOR FOR ASBESTOS CONTAINING MATERIALS MUST BE PERFORMED BY A LICENSED ASBESTOS INSPECTOR AND A NOTICE OF INTENT MUST BE SUBMITTED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY - AIR DIVISION - ASBESTOS SECTION.
 - HTTP://WWW.ASDESTATE.AK/AS/PROGRAM/CH01-002-0075.
 - EXISTING AND PROPOSED FIRE HYDRANTS AND METER SERVICES MUST BE LOCATED IN A GREEN SPACE A MINIMUM OF 4' BEHIND ANY CURB AND GUTTER AND 4' BEHIND ANY SEWERAGE.
 - PLEASE BE ADVISED THAT THE FIRE HYDRANT PLACEMENT, FIRE HYDRANT LOCATION, FIRE FLOW CAPACITY, AND OTHER ITEMS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SPRINGDALE FIRE DEPARTMENT, STATE FIRE CODE, OTHER AGENCIES, OR ORDINANCES.
 - THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING PORTABLE WATER METERS AND SANITARY SEWER TAPS FOR ALL PLOTTED LOTS WITHIN A SUBDIVISION.
 - THE SITE AREA OF DISTURBANCE IS GREATER THAN 0.5 ACRES. A GRADING PERMIT APPLICATION, A SWEEP DEDICATING ALL ANTICIPATED DISTURBED AREAS, A PLAN IN THOSE AREAS TO PROVIDE FIRM STABILIZATION (WHICH AT MINIMUM MUST PROVIDE BARE GRASS COVERAGE AND COMBINATION), A DUST CONTROL PLAN WITH APPROPRIATE BARRIERS TO CONTROL DUST, AND APPROPRIATE EROSION CONTROL AS SHOWN ON THE APPLICATION MUST BE SUBMITTED TO THE CITY OF SPRINGDALE STORM WATER MANAGER FOR REVIEW PRIOR TO RECEIVING FINAL PLAN APPROVAL. PAVING ON LARGER CONSTRUCTION SITES 5 ACRES OR MORE MUST BE UTILIZED TO ALLOW FOR DUST ABATEMENT ON NEAR TERM CONSTRUCTION AREAS. CONSTRUCTION SITES REGARDING CUTTING AND FILLING MUST BE SEEDS ONCE THE CUTTING AND FILLING ACTIVITY IS FINISHED.

FLOOD PLAIN ZONING:

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.L.A.M. MAP #054320800 P. PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

LOT #	LOT SQ. FT.	LOT ACRES
240	6201.02	0.16
241	6218.60	0.14
242	6218.60	0.14
243	6218.60	0.14
244	6218.60	0.14
245	6218.60	0.14
246	6218.60	0.14
247	6218.60	0.14
248	6080.60	0.14
249	6080.60	0.14
250	6276.40	0.14
251	6308.22	0.14
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253	5900.00	0.14
254	5900.00	0.14
255	5900.00	0.14
256	5900.00	0.14
257	5900.00	0.14
258	5900.00	0.14
259	5900.00	0.14

LOT #	LOT SQ. FT.	LOT ACRES
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302	6000.00	0.14
303	7006.86	0.16
304	7006.86	0.16
305	6000.00	0.14
306	6000.00	0.14
307	6000.00	0.14
308	6000.00	0.14
309	6000.00	0.14
310	7860.47	0.18
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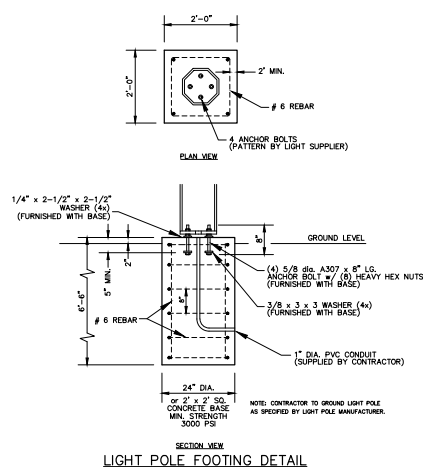
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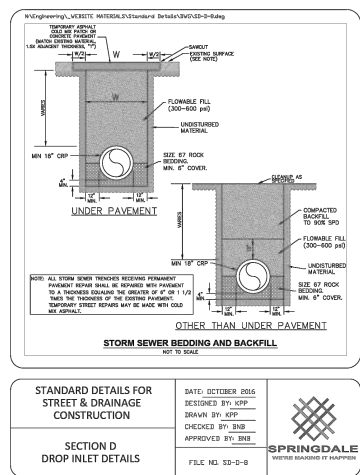
TYPICAL DETAILS
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 4
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

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DATE: Jun 20, 2024
DRAWN BY: [Signature]
W.O. # 20933

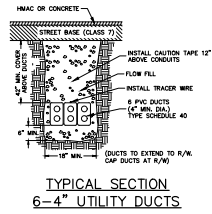


LIGHT POLE FOOTING DETAIL
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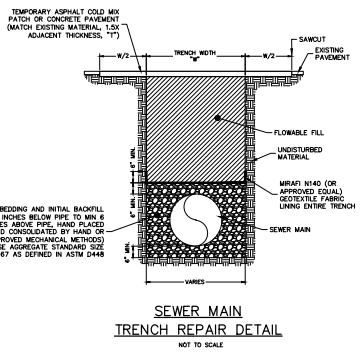


STANDARD DETAILS FOR
STREET & DRAINAGE
CONSTRUCTION
SECTION D
DROP INLET DETAILS

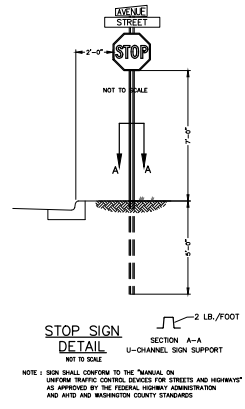
DATE: OCTOBER 2024
DESIGNED BY: KYP
DRAWN BY: KYP
CHECKED BY: BNB
APPROVED BY: BNB
FILE NO. SD-D-8
SPRINGDALE
ENGINEERING SERVICES, INC.
1800 W. 10TH ST., SUITE 100
SPRINGDALE, AR 72764
PHONE: (479) 242-1000
FAX: (479) 242-1001
WWW.SPRINGDALE-ENGINEERING.COM



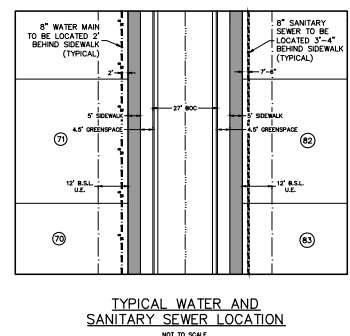
TYPICAL SECTION
6-4" UTILITY DUCTS



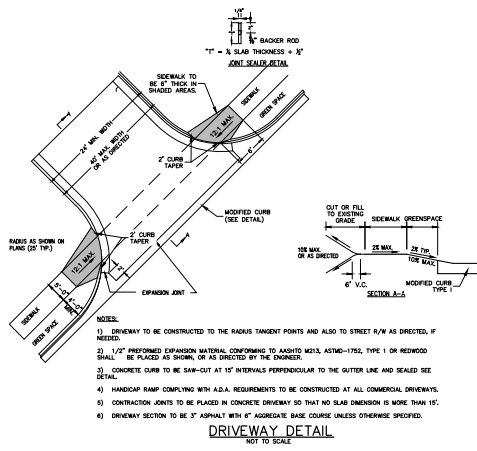
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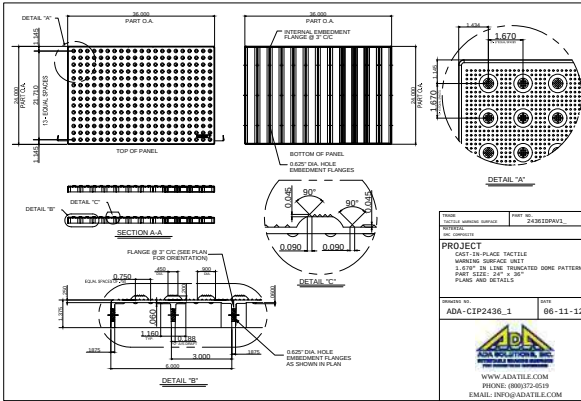
STOP SIGN
DETAIL
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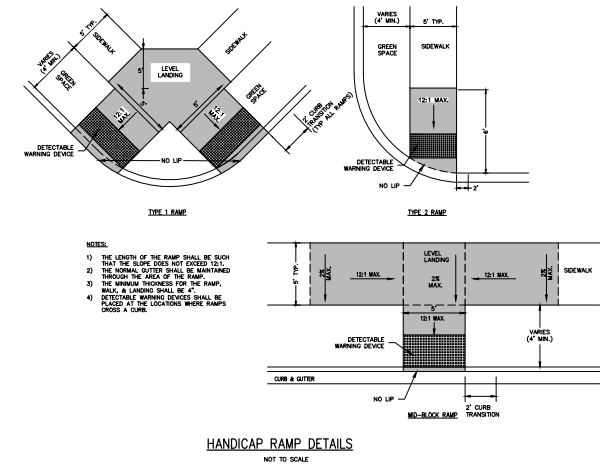
TYPICAL WATER AND
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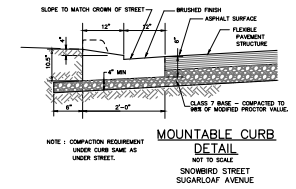
DRIVEWAY DETAIL
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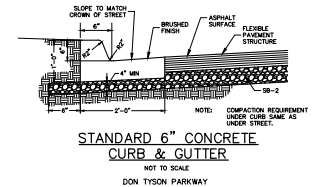
SIDEWALK DETAIL
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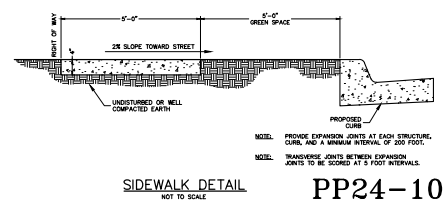
HANDICAP RAMP DETAILS
NOT TO SCALE



MOUNTABLE CURB
DETAIL
NOT TO SCALE



STANDARD 6" CONCRETE
CURB & GUTTER
NOT TO SCALE



SIDEWALK DETAIL
NOT TO SCALE

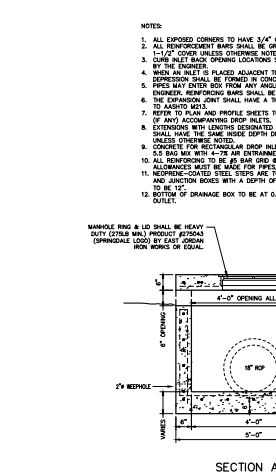
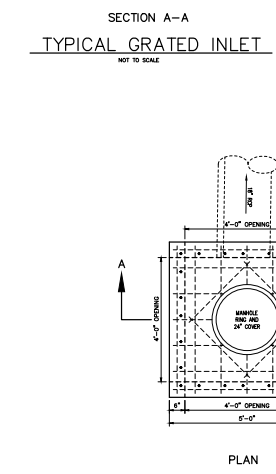
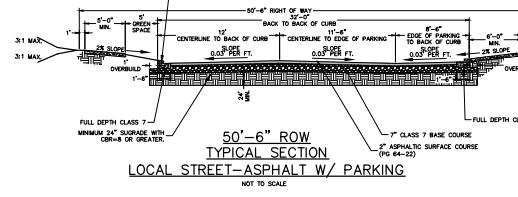
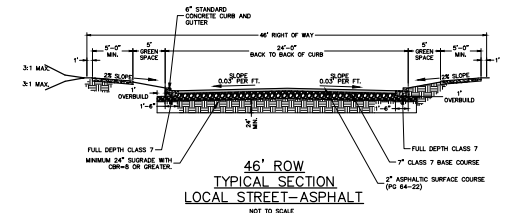
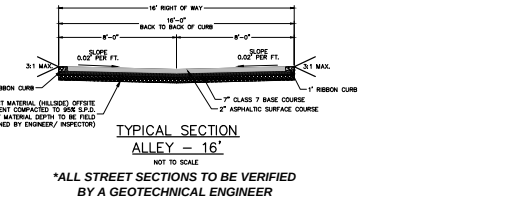
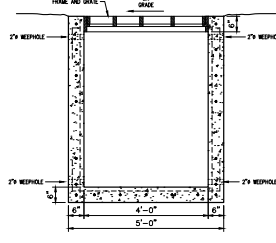
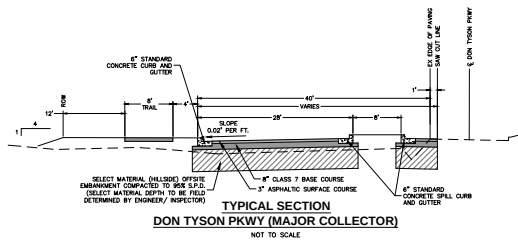


Exhibit D

- A 13' x 6'-4" x 12" Deep Boulder Stone Monument
- B 96" x 37" Sandblasted Logo, Backfilled with Black Satin Paint
- C 144" x 18" x 18" Stone Masonry Base, Color to Match Monument Sandstone Color



Black Satin Paint Finish

Project: Rausch Coleman Cottages at Clear Creek	Customer Approval: Via Phone: ☐ Via Email: ☐	Date: 2-14-2024	Proof Disclaimer: An email or fax stating your approval constitutes the total and final approval to produce your job as is on this proof or with changes indicated. While we make every attempt to eliminate mistakes in our proof progression, sometimes oversights occur. You have the final responsibility for review to ensure there are no errors. Oversights that require the job to be reproduced will be done at your expense.	These drawings are the exclusive property of Lektron Branding Solution, and are the result of original work by its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans. Distribution or exhibition of these plans to others is expressly forbidden. Signs will be built to meet UL specifications if required.	
		Sales Rep: Roland			
Address:	Rev. No.	Designer: Pearson			



Plat Application

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

Applicant / Owner

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

Property

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

Project

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

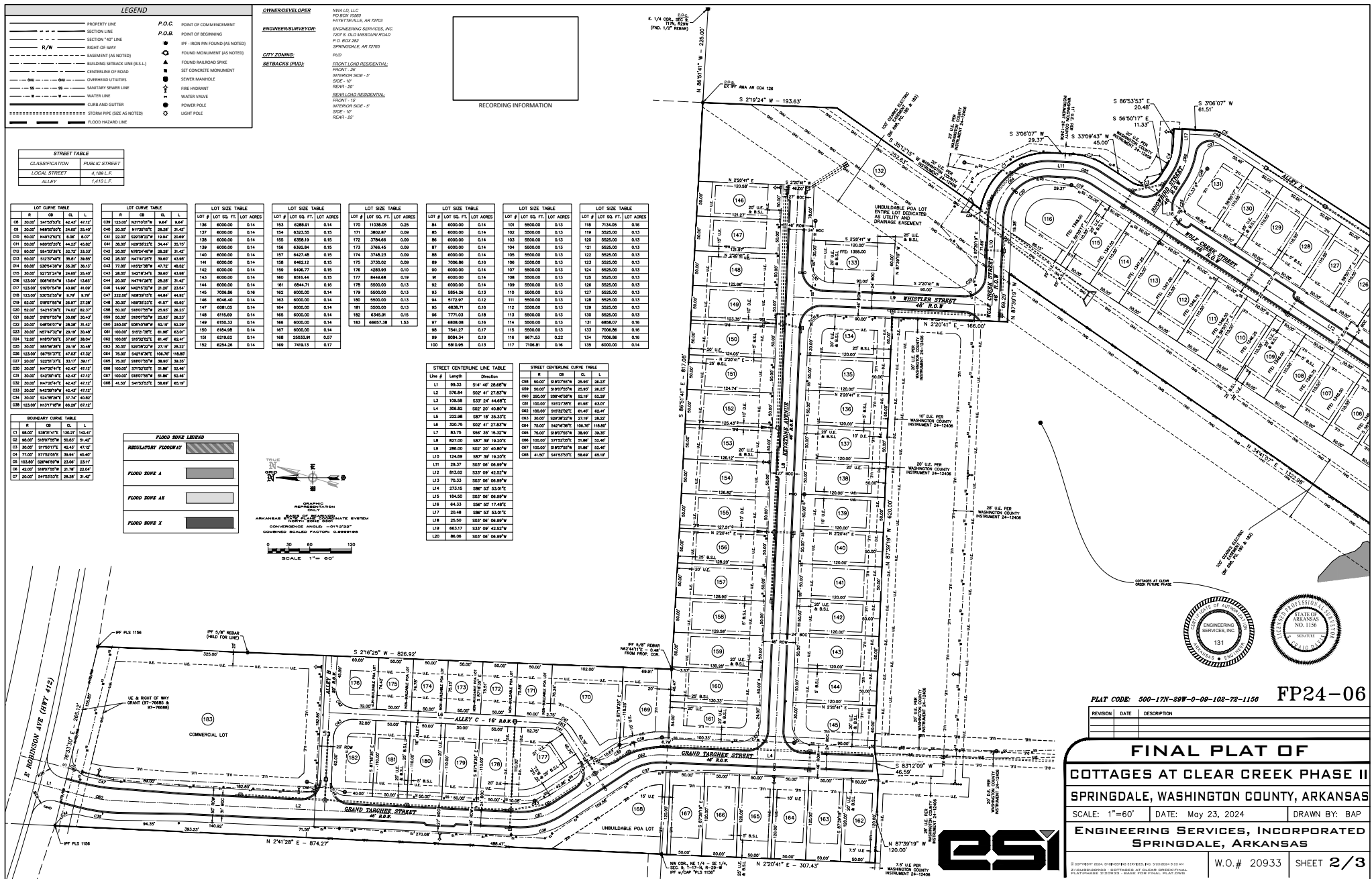
APPLICANT & REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information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

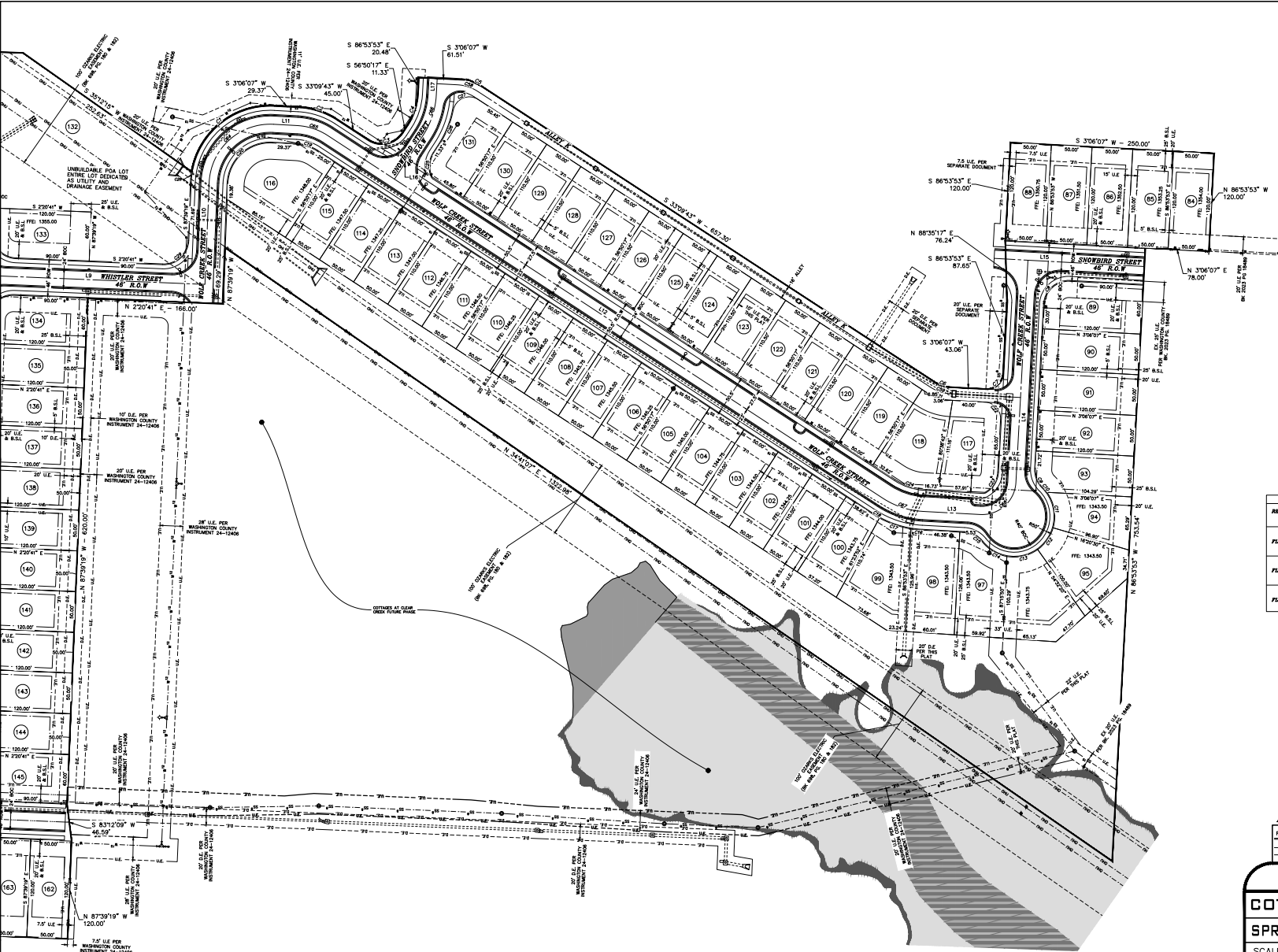
Keren Ramirez
Name

04/25/2024
Date

WASHINGTON COUNTY, ARKANSAS
FP24-06

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RECORDING INFORMATION

LEGEND	
	PROPERTY LINE
	SECTION LINE
	SECTION 141 LINE
	RIGHT OF WAY
	EASEMENT (AS NOTED)
	BUILDING SETBACK LINE (B.S.L.)
	CENTERLINE OF ROAD
	OVERHEAD UTILITIES
	SANITARY SEWER LINE
	WATER LINE
	CURB AND GUTTER
	STORM PIPE (SIZE AS NOTED)
	FLOOD HAZARD LINE
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. POINT OF BEGINNING
	IPF - IRON PIN FOUND (AS NOTED)
	FOUND RAILROAD SPIKE
	SET CONCRETE MONUMENT
	SEWER MANHOLE
	FIRE HYDRANT
	WATER VALVE
	POWER POLE
	LIGHT POLE

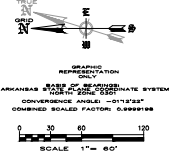
OWNER/DEVELOPER
AMH LLC
PO BOX 10882
FAYETTEVILLE, AR 72703

ENGINEER/SURVEYOR
ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 382
SPRINGDALE, AR 72705

CITY ZONING
RESIDENTIAL

RETRAKS (PLD)
FRONT LOT RESIDENTIAL
FRONT - 25'
INTERIOR SIDE - 5'
REAR - 25'
REAR LOT RESIDENTIAL
FRONT - 10'
INTERIOR SIDE - 5'
REAR - 25'

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



PLAT CODE: 500-17N-20W-0-09-102-72-1156 **FP24-06**

REVISION	DATE	DESCRIPTION

FINAL PLAT OF
COTTAGES AT CLEAR CREEK PHASE II
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

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

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 20933 SHEET **3/3**





Shared Green Space, Front Yards Photo



Standing Water - Public Green Space - Detail



Standing in Green Space



Standing Water - Public Green Space - Detail



Overall Photo of Green Space



Grade of Green Space



29.8 % Grade



Grade - Green Space Location 02



39.3% Grade



Front Yard - Entry Steps



Front Yard - Entry Steps



Front Yard Grade



39.4% Grade



View from Street - Frontage



Parking along Don Tyson

May 30, 2024

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

RE: Cottages at Clear Creek PUD
Revised PUD Applications

Mrs. Christie,

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

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

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

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

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

Sincerely,



Daniel Lazenby

Enclosures

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

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

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

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

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

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

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

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

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

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

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

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

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ARCHER, TOMMIE A REV TRUST
4607 CARLEY RD
SPRINGDALE, AR 72762

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LOY ALLEN SR REVOCABLE
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NOVOTNY, DARREN T TRUST
PO BOX 1052
SPRINGDALE, AR 72765

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19569 NEILLS BLUFF RD
SPRINGDALE, AR 72764

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OZARK ELECTRIC
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FAYETTEVILLE, AR 72702-0848

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OLLERVIDES, FULGENCIO MEDRANO
3243 EUPEL LN
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PARCEL: 001-14874-003
MCCLURE, CURTIS L & ALDEA J
3219 EUPEL LN
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PO BOX 391
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CENTER LLC
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FRANKLIN, 37067

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THE BARK LAND TRUST
200 W 34TH AVE #977,
ANCHORAGE 99503

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3200 TURTLE HILL CV
CONWAY, AR 72034

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

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DR HORTON - NW
ARKANSAS LLC
5502 W WALSH LN
ROGERS, AR 72758

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COOPERATIVE CORP
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FAYETTEVILLE, AR
72702-0848

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PARCEL: 815-39483-000
BRAIG ENTERPRISES INC
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5580 OVERCREST AVE
SPRINGDALE, AR 72764

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PS Form 3800, January 2023 (Reverse) PSN 7530-02-000-9047

The following minutes will be verbatim.

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

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

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

Ms. Christie: Are you ready for staff comments?

Mr. Cloud: Yes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Appel: Yes.

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

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

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

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

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

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

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

Mr. Appel: Right. Green space and sidewalk.

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

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

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

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

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

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

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

Mr. Cloud: Any other comments by commission?

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

Ms. Tromburg: Collaborative lots.

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

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

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

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

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

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

Ms. Christy: Okay.

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

Mr. Hussein: Call for the vote.

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

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

Voting is done electronically.

VOTE:

YES: Austin, Cardiel, Reynolds, Tyler

NO: Cloud, Couch, Hussein, Keith

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

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

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

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

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

Ms. Christie: Okay and, did you submit a bottom out based on what was submitted as that structure?

Mr. Appel: I don't think we have yet but we will before signing the Final Plat Phase II.

Ms. Christie: Okay, do we have engineering and planning comments on, if we're looking at that final plat that's all we're looking at is the final plat, right? Okay.

Ms. Tromburg: Correct, and there were a few edits in the revised development plan that were dependent for the Final Plat for Phase II mainly just the playground maybe a mention of the collaborative lots but for in addition to standard comments for the Final Plat of Phase II so please bond for that Phase IV playground and there was an estimate that has been submitted, it just not has not been reviewed yet. For the collaborative lots and I think this is noted in that development plan that the typical lot depth is listed as 200 feet and I think that's for both the lots but that seems to include that alley and, that alley is dedicated as public right of way so I think that needs to be revised to reflect 184 to 185 feet for those lots. If there were any restrictions, I think Patsy already mentioned this if they're buildable, if there's any restrictions, if there's any setbacks themselves on those collaborative lots, we were hoping to have that reflected in the development plan prior to finishing the Final Plat as well as that Use Unit mentioned that we already went over and I think that is all for Phase II.

Ms. Hollingshead: Engineering comments: There are eight lots that will need flood plain development permits approved before you can get a building permit, slots 212 through 217 and then 237 and 238, please provide a table on the plat with the minimum finished floor elevations for those lots in the flood plain and then also for those adjacent to ponds and drainage and then submit the final closeout items.

Mr. Cloud: Any public comment regarding the final plat? Any commission comments? Can you explain what we would be voting for considering the PUD revision did not pass but yet we're looking at a Final Plat, just help us understand what we'd be voting on this.

Ms. Christie: We're saying with this Final Plat approval that that section of the PUD meets the original Final PUD documents as was approved.

Mr. Cloud: Got it, yeah, I guess my standard comment is I don't feel confident in that myself. That's what this vote is for. So Final Plat, this is a motion to approve this contingent upon staff comments.

Ms. Keith: And are we just talking about the Phase II, not Phase IV, correct?

Mr. Cloud: Yeah, we're voting to motion subject to staff comment on Phase II only Final Plat.

Mr. Couch: Motion subject to staff comments.

Mr. Cloud: Motion by Mr. Couch.

Mr. Cardiel: Second.

Mr. Couch: Second by Mr. Cardiel.

Voting is done electronically.

VOTE:

YES: Couch, Reynolds, Tyler

NO: Cardiel, Cloud, Hussein, Keith, Austin

Mr. Couch: That is five (5) no three (3) yes , that does not pass.

Mr. Appel: Can we just get some clarification; I mean, we built Phase II per the original PUD and it's built and now it's not approved that's something that's kind of... we just need some clarification from what's going on.

Ms. Christie: I would suggest that we schedule for this Work Session in July, that you guys come in and sit down and we talk about what's going on with this PUD and how we get these things cleared up so you guys can move forward. Coming in with whatever changes you've made gives everybody a chance to identify what was built correctly and what still needs to be done. does this phase have that detention pond in it that hasn't had anything done to it?

Ms. Hollingshead: It's located in Phase III but it is required to be finished before Phase II can be plotted, or signed off on.

Ms. Christie: And have you signed off on that?

Ms. Hollingshead: No, not yet they're still working on that pond.

Ms. Christie: This couldn't be finalized until you all do that anyway.

Mr. Appel: They've finished the grading we've certified the pond internally we just haven't turned over all the final documents to the staff for the Final Plat for Phase II. It's typical process.

Ms. Christie: Does it have any LID features in it or anything like that?

Ms. Hollingshead: It hasn't been sodded yet.

Ms. Christie: And it has a trickle channel in it.

Mr. Appel: Yes.

Ms. Christie: My suggestion would be, or would you all be agreeable to being at a work session on whatever the day it is?

Mr. Appel: I guess we would have been agreeable to a work session the last time we came in to visit with staff about the changes and we thought we were in order, you know, and if we knew that there was going to be some sort of conflict and, we could have maybe address it.

Ms. Christie: Well, about what needed to be changed, but you all didn't address a lot of the items that were in the document. I'm assuming you're still doing them. I mean, you said there were no other revisions except those that were made, and then when I ask you where is the LID, where is that kind of stuff, how is the courtyard mentioned, you didn't change any of that, so that means we go back to that, right? And I'm asking, do you have the LID features that are asked for in part of the bio-retention basins, the rain gardens, have you done any of that? I assumed when you gave the revisions that that was all you were going to revise and all the rest of this would have been taken care of. Maybe that's an assumption on my part I shouldn't have made.

Mr. Fulcher: Jesse Fulcher, last time when we met, we talked about that we were getting pricing on native grasses that we talked about with engineering I think we mentioned that to planning staff as well that's all going into the stream channel that's what was just completed with Phase II because we had to cross the stream channel. The park we've submitted the pricing to staff because you asked us to bond that before you'd give us Phase III. Phase II is a completed project we walked it with staff, it's done, there's nothing differentiating between what we built in Phase II and what was shown on the PUD.

Ms. Christie: Other than you got to have the detention pond for Phase III in Phase III to make Phase II work that's what Katie just said.

Mr. Fulcher: And we were told to bond that we had to go in and reshape the bottom we finish that work we just have to finish sodding that, but again, that's been bonded and it's been built exactly to plan everything in Phase II has been built to plan.

Ms. Christie: With Native grasses and all that stuff going in?

Mr. Fulcher: That's what we've asked to do, yes.

Ms. Christie: Have you submitted that to be approved?

Mr. Fulcher: We've submitted a list of grasses, yes.

Ms. Christie: Katie, have you looked at that?

Ms. Hollingshead: I have not seen a plant list yet, no.

Ms. Christie: Okay.

Mr. Hritz: I don't think we've seen one either.

Mr. Fulcher: Okay, well I'll double check that that got in but, again, Phase II went through construction plan approval based on the PUD it was approved because it matched the PUD. We went and executed construction, finished it, missed the last meeting and then we come before this meeting and we are kind of hearing new information and then we're getting denied on a project that we built according to the plans.

Ms. Christie: No, you're not hearing new information because that's in the PUD Development Plan it has been there since 2020. I didn't bring up anything new that wasn't already part of the plan and your revisions didn't address any of that, I'm not sure.

Mr. Fulcher: Phase II didn't have any revisions.

Ms. Christie: Well, the PUD itself has to go as a total package and I quite honestly, the first Phase doesn't look like it meant the PUD documents either, we probably should have held that one up but I mean the Planning Commission voted, you guys want to reconsider? I mean, that's the only thing we can do at this point.

Mr. Cloud: I'm ready to move forward. Thank you for your time.

Ms. Christie: Okay, do you want to try to make it to a work session, do we want to? Do we have a commitment that we would meet with them at a work session so we can get to some kind of resolution of this so they know where we are and we can move forward with this?

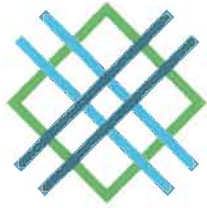
Mr. Cloud: I'd be happy to I think it'd be a great idea.

Mr. Fulcher: We'd be happy to meet.

Ms. Christie: Okay, that way I think we can all get on the same page and know what we're expecting and know how we can move forward and maybe you can get Phase II go ahead and approved and move on. But we've got to have some changes out there and it's got to come up to the PUD document that we have or you got to submit another revision and then the Planning Commission has to decide if they want to approve that revision.

Mr. Fulcher: Thank you.

Mr. Cloud: Thank you.



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www.SpringdaleAR.gov

July 3, 2024

Engineering Services, Inc
1207 S Old Missouri Rd
Springdale, AR 72764

RE: R24-30

Rezone

5331 E. Robinson Avenue

At the July 2nd, 2024 meeting of the Springdale Planning Commission, your request of rezoning the property from Planned Unit Development District (PUD) to Revised Planned Unit Development District (PUD) at the above location was denied.

The Planning Commission's decision may be appealed in writing to the City Clerk's office within fifteen (15) days provided that the petitioner explains why it's felt that the Planning Commission erred in its decision. It is required that adjacent property owners are notified of the appeal to the City Council.

Respectfully,

Patsy Christie, Director
Planning and Community Development Division

Cc: File

Patsy Christie Director

Planning and Community Development Division

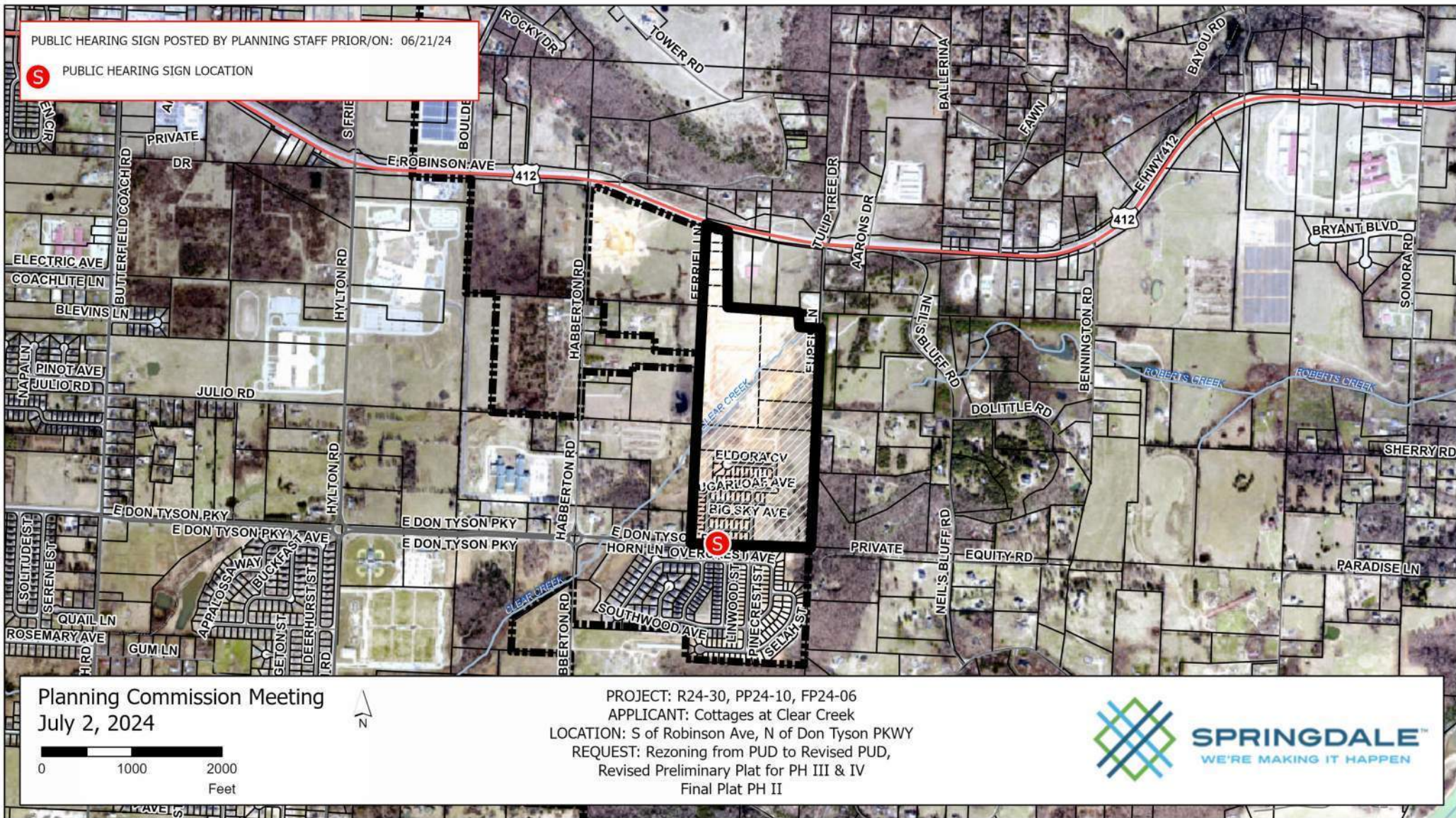
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Planning Commission Meeting
July 2, 2024

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PROJECT: R24-30, PP24-10, FP24-06
APPLICANT: Cottages at Clear Creek
LOCATION: S of Robinson Ave, N of Don Tyson PKWY
REQUEST: Rezoning from PUD to Revised PUD,
Revised Preliminary Plat for PH III & IV
Final Plat PH II

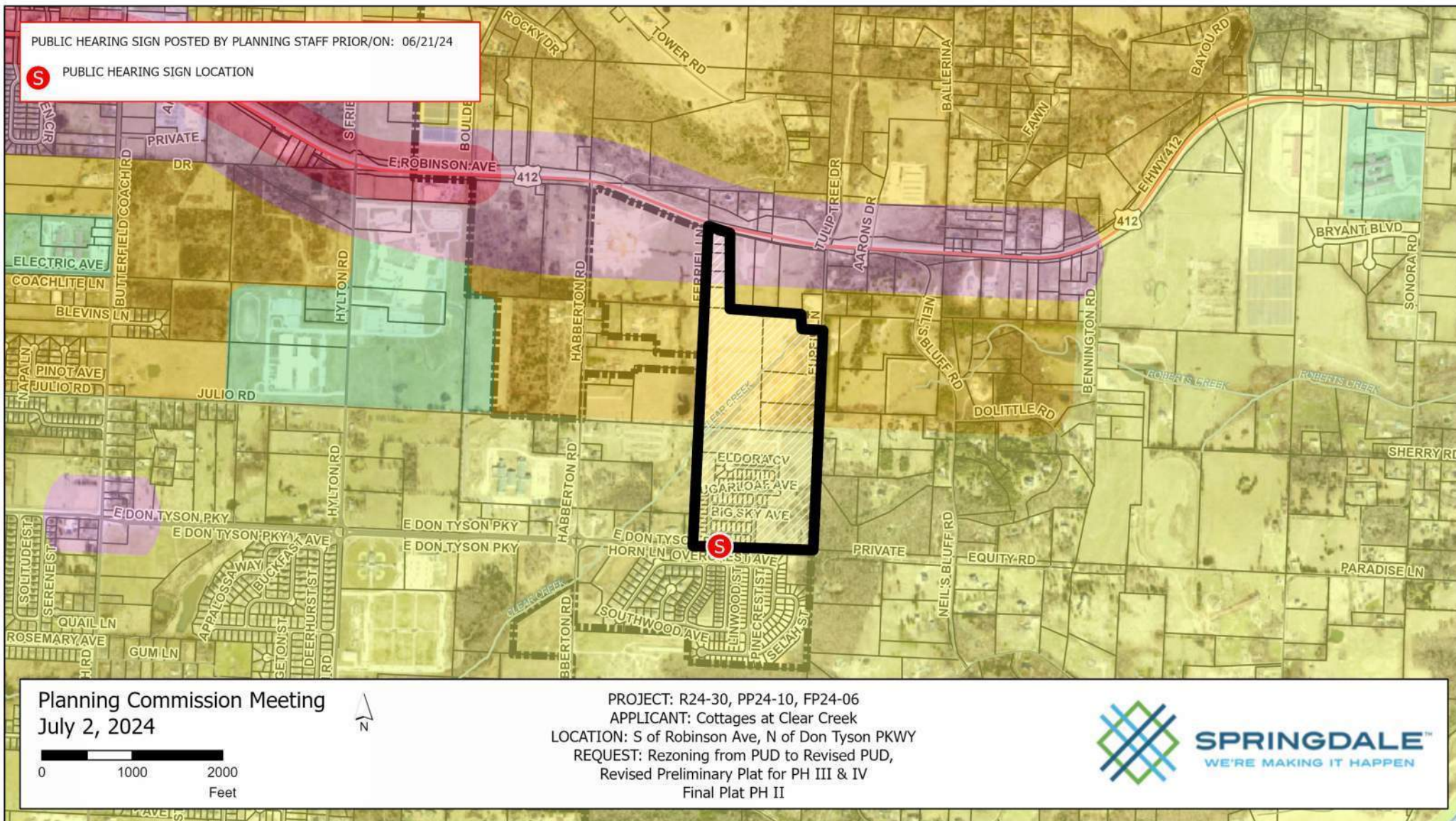


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Planning Commission Meeting
July 2, 2024

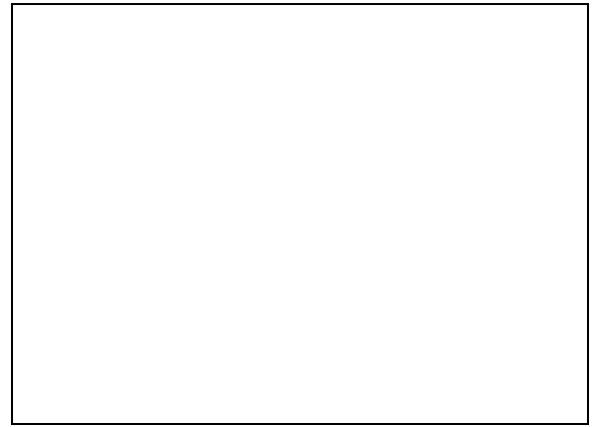
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PROJECT: R24-30, PP24-10, FP24-06
APPLICANT: Cottages at Clear Creek
LOCATION: S of Robinson Ave, N of Don Tyson PKWY
REQUEST: Rezoning from PUD to Revised PUD,
Revised Preliminary Plat for PH III & IV
Final Plat PH II



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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT OF
COTTAGES AT CLEAR CREEK SUBDIVISION PHASE 2
(FP24-06), TO THE CITY OF SPRINGDALE ARKANSAS,
AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

SURVEY DESCRIPTION:

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

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 1/2 INCH REBAR; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, N86°51'41"W A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN WITH CAP "AMA AR COA 126"; THENCE LEAVING SAID SOUTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156" ON THE EAST LINE OF SAID SECTION 9; THENCE ALONG SAID EAST LINE, S02°19'24"W A DISTANCE OF 365.67 FEET; THENCE LEAVING SAID EAST LINE, N86°53'53"W A DISTANCE OF 280.99 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 98.00 FEET, AN ARC LENGTH OF 26.08 FEET AND A CHORD BEARING AND DISTANCE OF S25°32'21"W - 26.00 FEET; THENCE S33°09'43"W A DISTANCE OF 45.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF

47.12 FEET AND A CHORD BEARING AND DISTANCE OF S11°50'17"E - 42.43 FEET; THENCE S56°50'17"E A DISTANCE OF 11.33 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 77.00 FEET, AN ARC LENGTH OF 40.40 FEET AND A CHORD BEARING AND DISTANCE OF S71°52'05"E - 39.94 FEET; THENCE S86°53'53"E A DISTANCE OF 20.48 FEET; THENCE S03°06'07"W A DISTANCE OF 61.51 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 103.80 FEET, AN ARC LENGTH OF 23.11 FEET AND A CHORD BEARING AND DISTANCE OF S26°46'59"W - 23.06 FEET; THENCE S33°09'43"W A DISTANCE OF 657.30 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 22.04 FEET AND A CHORD BEARING AND DISTANCE OF S18°07'55"W - 21.78 FEET; THENCE S03°06'07"W A DISTANCE OF 43.06 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S41°53'53"E - 28.28 FEET; THENCE S86°53'53"E A DISTANCE OF 87.65 FEET; THENCE N88°35'17"E A DISTANCE OF 76.24 FEET; THENCE S86°53'53"E A DISTANCE OF 120.00 FEET; THENCE S03°06'07"W A DISTANCE OF 250.00 FEET; THENCE N86°53'53"W A DISTANCE OF 120.00 FEET; THENCE N03°06'07"E A DISTANCE OF 78.00 FEET; THENCE N86°53'53"W A DISTANCE OF 753.54 FEET; THENCE N34°41'07"E A DISTANCE OF 1322.98 FEET; THENCE N87°39'19"W A DISTANCE OF 69.29 FEET; THENCE N02°20'41"E A DISTANCE OF 166.00 FEET; THENCE N87°39'19"W A DISTANCE OF 620.00 FEET; THENCE S83°12'09"W A DISTANCE OF 46.59 FEET; THENCE N87°39'19"W A DISTANCE OF 120.00 FEET TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4; THENCE ALONG SAID WEST LINE, N02°20'41"E A DISTANCE OF 307.43 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST ROBINSON AVENUE (U.S. HIGHWAY 412), SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG SAID SOUTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO THE POINT OF BEGINNING, CONTAINING 27.14 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has denied the plat as presented by petitioner, with appeal to City Council for the approval of the dedication of streets, rights-of-way and utility easements as shown upon said final plat and join with the said petitioner in petitioning the City Council to accept the said Final Plat of COTTAGES AT CLEAR CREEK Subdivision Phase 2 (FP24-06).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Final Plat of COTTAGES AT CLEAR CREEK Subdivision Phase 2 (FP24-06), as shown on the plat denied by Planning Commission, appealed to City Council, and approved by City Council, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



THE COTTAGES AT CLEAR CREEK
SPRINGDALE, AR

THE COTTAGES AT CLEAR CREEK

FINAL PLAT

OF

COTTAGES AT CLEAR CREEK - PHASE 2

SPRINGDALE

WASHINGTON COUNTY, ARKANSAS

FP24-06



RECORDING INFORMATION

SURVEYOR NOTES

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

PLAT CLOSURE DECLARATION

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 636.168 FEET.

FEMA FLOOD PLAIN ZONE

PART OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "A", DESIGNATED AS AN AREA WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE ANNUAL CHANCE FLOOD (100-YEAR FLOOD) ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. AS SHOWN ON THE F.I.R.M. MAP # 051430200 F, PANEL 90 OF 97S, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 26, 2024.

PART OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X", (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE F.I.R.M. MAP # 051430200 F, PANEL 90 OF 97S, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 26, 2024.

UTILITIES

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

REFERENCES

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

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

A. WARRANTY DEED: NW14 L.L.D. RECORDED APRIL 2, 2021, FILE NO. 2021-1234.

B. ALTAPRIMA LAND TITLE SURVEY: BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PL# NO. 1158, RECORDED IN STATE FILE NO. 20220201970.

C. BOUNDARY SURVEY: BY ENGINEERING SERVICES, INC., ROBERT WOODS, AR PL# NO. 1558, RECORDED IN STATE FILE NO. 20211048552.

SURVEY DESCRIPTION

PART OF THE SOUTHWEST QUARTER CORNER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) AND PART OF THE SOUTHWEST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 10TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS AND BEING SOME PARTICULARS DESCRIBED AS FOLLOWS:

CORNER A: AT THE EAST QUARTER CORNER OF SAID SECTION 8, SAID POINT BEING A FOUND IRON REBAR, THENCE ALONG THE SOUTHWEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, N89°11'41" E A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN WITH CAP "MAY 14 1901"; THENCE ALONG SAID SOUTHWEST LINE, S80°18'41" E A DISTANCE OF 102.50 FEET TO A FOUND IRON PIN WITH CAP "JULY 11 1897"; THENCE S80°18'41" E A DISTANCE OF 228.88 FEET TO A FOUND IRON PIN WITH CAP "JULY 11 1897"; ON THE EAST LINE OF SAID SECTION 8, THENCE ALONG SAID EAST LINE, S80°18'41" E A DISTANCE OF 284.77 FEET; THENCE LEAVING SAID EAST LINE, W81°57'14" E A DISTANCE OF 261.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 36.00 FEET, AN ARC LENGTH OF 36.00 FEET AND A CHORD BEARING AND DISTANCE OF S33°22'21" W, 36.00 FEET; THENCE S33°22'21" W A DISTANCE OF 45.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 41.00 FEET AND A CHORD BEARING AND DISTANCE OF S11°01'11" E, 42.41 FEET; THENCE S80°18'41" E A DISTANCE OF 11.33 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 19.00 FEET, AN ARC LENGTH OF 36.00 FEET AND A CHORD BEARING AND DISTANCE OF S27°29'41" E, 36.00 FEET; THENCE S80°18'41" E A DISTANCE OF 22.54 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 23.11 FEET AND A CHORD BEARING AND DISTANCE OF S6°18'41" E, 22.54 FEET; THENCE S80°18'41" E A DISTANCE OF 89.74 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 22.24 FEET AND A CHORD BEARING AND DISTANCE OF S10°18'41" E, 21.79 FEET; THENCE S33°22'21" W A DISTANCE OF 34.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 39.00 FEET, AN ARC LENGTH OF 31.41 FEET AND A CHORD BEARING AND DISTANCE OF S4°10'51" E, 30.49 FEET; THENCE S33°22'21" W A DISTANCE OF 89.65 FEET; THENCE W81°57'14" E A DISTANCE OF 76.41 FEET; THENCE S80°18'41" E A DISTANCE OF 180.00 FEET; THENCE S33°22'21" W A DISTANCE OF 280.00 FEET; THENCE N80°18'41" E A DISTANCE OF 120.00 FEET; THENCE N80°18'41" E A DISTANCE OF 19.00 FEET; THENCE N80°18'41" E A DISTANCE OF 19.00 FEET TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4; THENCE ALONG SAID WEST LINE, N20°01'11" E A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID NE 1/4 OF THE SE 1/4; SAID POINT BEING A FOUND IRON PIN WITH CAP "JULY 11 1897"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N20°01'11" E A DISTANCE OF 87.27 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4; SAID POINT BEING A FOUND IRON PIN WITH CAP "JULY 11 1897"; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4, S70°29'41" E A DISTANCE OF 380.50 FEET TO A FOUND IRON PIN WITH CAP "JULY 11 1897"; THENCE LEAVING SAID SOUTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4, S80°18'41" E A DISTANCE OF 348.00 FEET TO A POINT ON THE SOUTHWEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE ALONG SAID SOUTHWEST LINE, S80°18'41" E A DISTANCE OF 171.87 FEET TO THE POINT OF BEGINNING, CONTAINING 27.14 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND NOT.

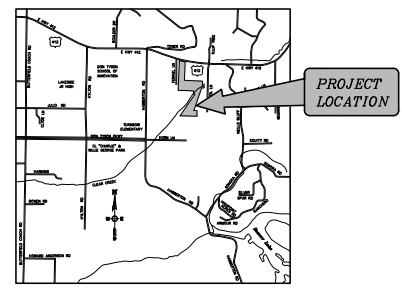
FLOOD PLAIN ZONING

THIS DEVELOPMENT IS WITHIN A FLOOD ZONE, AS SHOWN ON THE F.I.R.M. MAP #051430200 F, PANEL 90 OF 97S, WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 26, 2024.

CERTIFICATE OF ACCURACY OF SURVEY

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

DATE: _____ SURVEYOR: S. CRAIG DAVIS, PLS 1158



VICINITY MAP



NOTES:

1. "X" REBAR WITH CAP "JULY 11 1897" SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE INDICATED.
2. NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.
3. ALL BODILY AREAS ARE 5' UNLESS OTHERWISE NOTED AND SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT DO NOT HAVE C&P FRONTAGE.
4. ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6" FROM THE SIDE PROPERTY LINE.
5. STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6.800 LUMENS, ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED BY THE CITY.

TITLE COMPANY'S CERTIFICATE

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

NAME: _____

TITLE: _____

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

TRANSMITTAL, OWNERSHIP, AND ORDINANCE

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEEDS ALL EASEMENTS, RIGHTS, AND OTHER INTERESTS TO PUBLIC OR PRIVATE USE AS SHOWN ON THE PLAT. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VOTED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

OWNER/DEVELOPER: NW14 L.L.D., P.O. BOX 10880, FAYETTEVILLE, AR 72703

SIGNATURE: _____ DATE: _____

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

CERTIFICATE: WE, NW14 L.L.D., DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

DATE: _____ SIGNATURE: _____

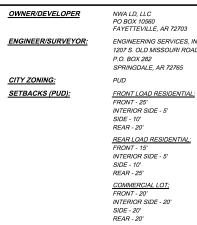
CERTIFICATE OF ACCEPTANCE

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

DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	_____
	CITY CLERK

	ANYOR
COMMISSION	_____
	SECRETARY, PLANNING

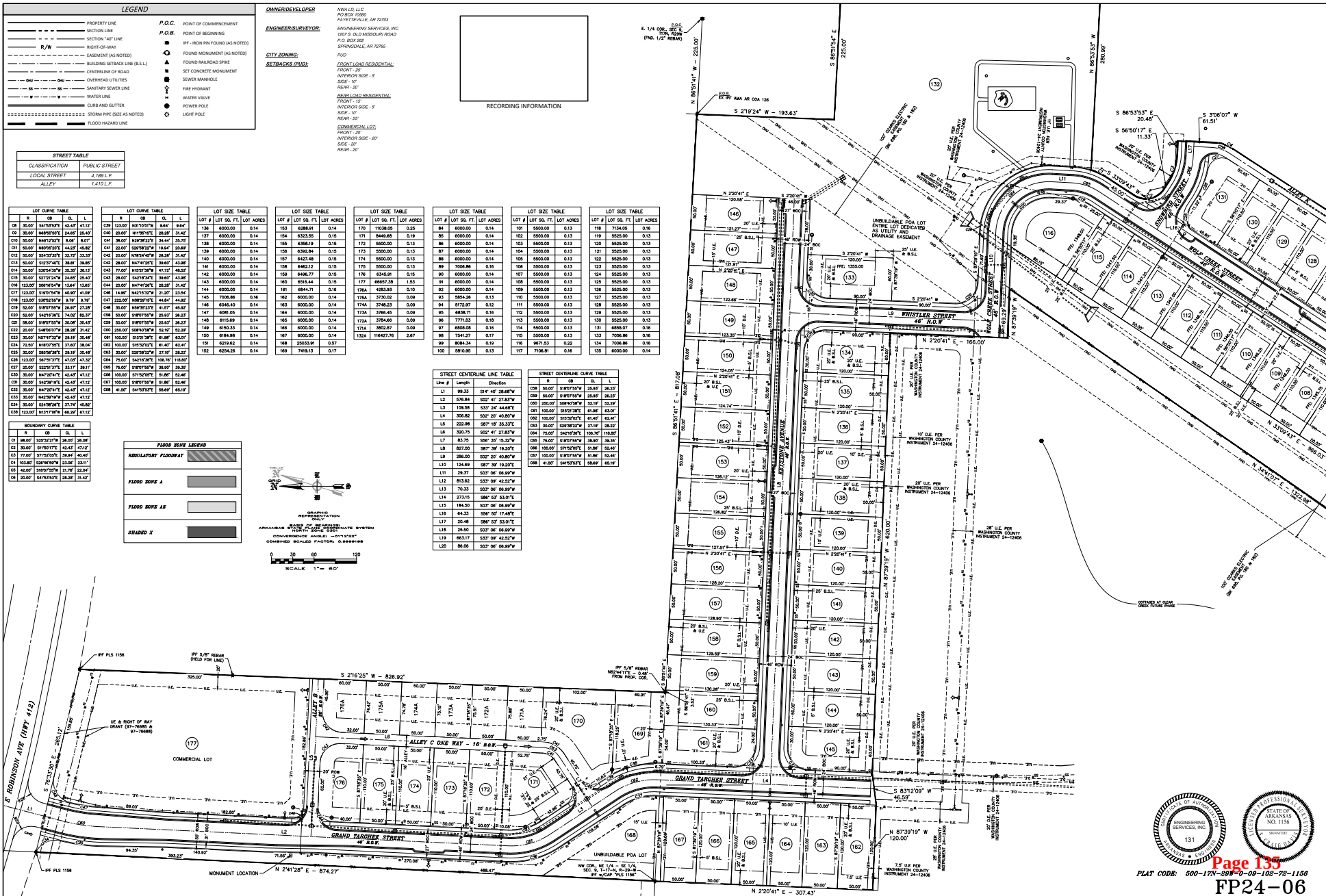
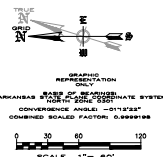
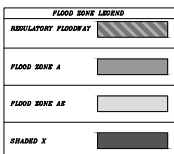
	CHAIRMAN, PLANNING COMMISSION
APPROVAL FOR RECORDING	_____
	DIRECTOR, COMMUNITY DEVELOPMENT DIVISION
WATER AND SEWER	_____
	ENGINEER, SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE	_____
	DIRECTOR, ENGINEERING

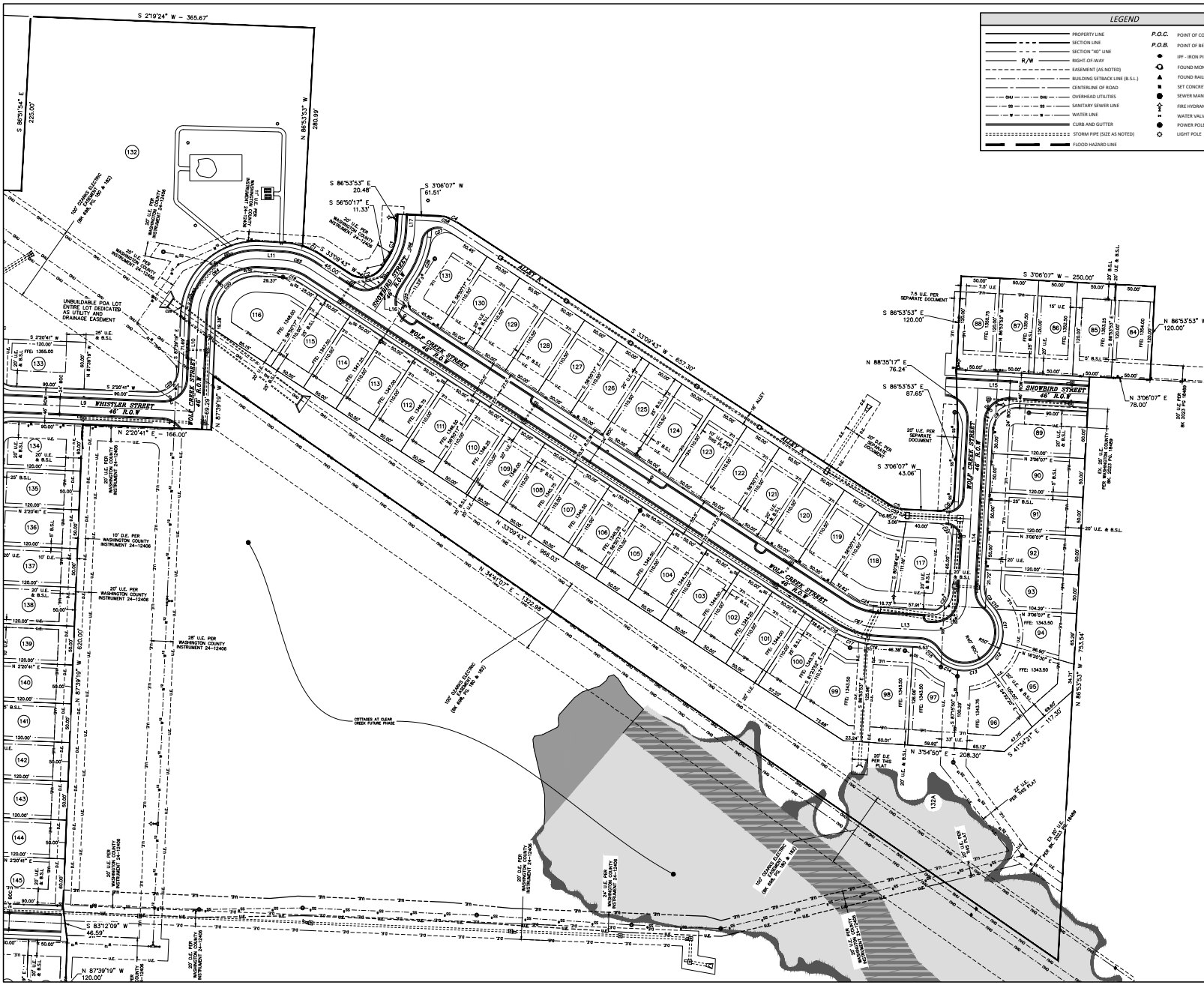


STREET TABLE	
CLASSIFICATION	PUBLIC STREET
LOCAL STREET	4,189 L.F.
ALLEY	1,410 L.F.

[illegible]

BOUNDARY CURVE TABLE				
	R	OB	CL	L
C1	98.00'	S25°32'21"W	26.00'	26.08'
C2	30.00'	S11°50'17"E	42.43'	47.12'
C3	77.00'	S71°52'00"E	39.94'	40.40'
C4	103.80'	S26°46'59"W	23.04'	23.11'
C5	42.00'	S18°07'50"W	21.78'	22.04'
C6	20.00'	S41°35'53"E	28.28'	31.42'





LEGEND	
—	PROPERTY LINE
- - -	SECTION LINE
- - -	SECTION "W" LINE
R/W	RIGHT-OF-WAY
- - -	EASEMENT (AS NOTED)
- - -	BUILDING SETBACK LINE (B.S.L.)
- - -	CENTRELINE OF ROAD
—	OVERHEAD UTILITIES
—	SANITARY SEWER LINE
—	WATER LINE
—	CONE AND BUTTER
—	STORM PIP (SIZE AS NOTED)
—	FLOOD HAZARD LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
●	1/4" IRON PIN FOUND (AS NOTED)
●	FOUND MONUMENT (AS NOTED)
●	FOUND MANHOLE (SPE)
●	SET CONCRETE MONUMENT
●	SEWER MANHOLE
●	FIRE HYDRANT
●	WATER VALVE
●	POWER POLE
●	LIGHT POLE

RECORDING INFORMATION

OWNER/DEVELOPER: NWA LD LLC
PO BOX 10880
FAIRFETTE, AR 72703

ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1007 S. OLD MISSOURI ROAD
PO BOX 280
SPRINGDALE, AR 72788

CITY ZONING: PUD

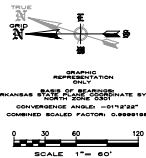
SETBACKS (FUD):

FRONT: 25'
INTERIOR SIDE: 5'
SIDE: 10'
REAR: 20'

REAR (LOAD RESIDENTIAL):
FRONT: 15'
INTERIOR SIDE: 5'
SIDE: 10'
REAR: 20'

CONNECTION LOT:
FRONT: 20'
INTERIOR SIDE: 20'
SIDE: 20'
REAR: 20'

FLOOD RISK LEGEND	
REGULATORY FLOOD AT	
FLOOD RISK A	
FLOOD RISK AE	
SHADED X	



PLAT CODE: 500-17N-30W-00-102-72-1156
FP24-06



FINAL PLAT
COTTAGES AT CLEAR CREEK PHASE II
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

SCALE: 1"=60'
DATE: Aug 5, 2024
DRAWN BY: [blank]
W.O. #: 20933

3 / 3

Sharon Tromburg

From: Jesse Fulcher <jesse.fulcher@rch.com>
Sent: Wednesday, August 07, 2024 1:31 PM
To: Sharon Tromburg; Patsy Christie; Katie Hollingshead; Jared Payne; Don Draper; David Ewing; Ernest Cate; Josh Carson; Will Clark; Jacqueline Perez; Ron Hritz
Subject: RE: Cottages at Clear Creek PH 2 Final Plat
Attachments: 20933 - BASE FOR FINAL PLAT 8-2-24.pdf; PHASE 2 DESCRIPTION.docx; CCC PHASE 2 - FINAL PLAT ORDINANCE.docx; Re: FW: Cottages at Clear Creek Park / Playground -- Quote -- (102 KB); ADG Bid_7.19.24.pdf; Cottages at Clear Creek LID Exhibit.pdf; Cottages at Clear Creek LID Cost Estimate.pdf; POND EASEMENT.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sharon,

List of agreed upon items from
Planning staff and developer

Attached are all documents we discussed. Please confirm receipt.

- Revised final plat that includes the park area in the Phase 2 plat boundary. Legal description has been included as well.
- Draft ordinance for the Phase 2 final plat with legal description updated to include park area.
- Invoice for park area equipment.
- Cost estimate for all park area equipment, including sidewalk, landscaping, sod, irrigation, etc.
- Updated plan showing LID features and locations.
- Cost estimate for all LID features and installation costs.
- Though not yet required, I've also attached the draft drainage easement document for the existing detention pond.

We look forward to having staff's support at the hearing on the 13th.

Thanks, Jesse



Jesse Fulcher, AICP | Director of Land Acquisitions

Rausch Coleman Homes
4058 North College Avenue, Ste 300, Box 9, Fayetteville, AR 72703
M: 479.301.6639 | O: 479.439.0375 | T: 844.4RCHomes

Connect With Us:



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From: Sharon Tromburg <stromburg@springdalear.gov>
Sent: Monday, August 5, 2024 11:29 AM
To: Jesse Fulcher <jesse.fulcher@rch.com>; Patsy Christie <pchristie@springdalear.gov>; Katie Hollingshead <khollingshead@springdalear.gov>; Jared Payne <jared.payne@rch.com>; Don Draper <don.draper@rch.com>; David

DRAINAGE EASEMENT

PARCEL NO. 815-36190-500, 815-36190-600, 815-36910-900

**STATE OF ARKANSAS
COUNTY OF WASHINGTON**

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of **One Dollar (\$1.00)** and other valuable considerations to the undersigned, **NWA LD, LLC**, paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto the City of Springdale, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay and enlarge and operate a storm sewer pipe line or lines, culverts, drainage channels, manholes, and appurtenances thereto, on, over, across and under the following described real estate, to-wit:

Property Description

AS DESCRIBED IN WARRANTY DEED, FILE NO 2021-0012324 AMONG THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, OF WASHINGTON COUNTY, ARKANSAS.

Permanent Easement Description (See Attached "Easement Exhibits A")

Easement A:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 9, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, S02°20'41"W A DISTANCE OF 1107.43 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID WEST LINE, S87°39'19"E A DISTANCE OF 120.00 FEET; THENCE S02°20'41"W A DISTANCE OF 5.00 FEET; THENCE S87°39'19"E A DISTANCE OF 46.00 FEET; THENCE S02°20'41"W A DISTANCE OF 35.63 FEET; THENCE S87°39'19"E A DISTANCE OF 149.92 FEET; THENCE N38°24'01"E A DISTANCE OF 213.91 FEET; THENCE S52°38'20"E A DISTANCE OF 2.71 FEET; THENCE N37°21'40"E A DISTANCE OF 477.00 FEET; THENCE N35°12'15"E A DISTANCE OF 142.86 FEET; THENCE S87°39'19"E A DISTANCE OF 60.03 FEET; THENCE S34°41'07"W A DISTANCE OF 1322.98 FEET; THENCE N86°53'53"W A

DISTANCE OF 147.57 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4;
THENCE ALONG SAID WEST LINE OF THE SE 1/4 OF THE SE 1/4 AND THE NE 1/4 OF
THE SE 1/4, N02°20'41"E A DISTANCE OF 474.41 FEET TO THE **POINT OF
BEGINNING**, CONTAINING 4.23 ACRES (184,305 SQ. FT.) MORE OR LESS, AND
SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS
OF RECORD AND FACT.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such
line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and
egress from the real estate first hereinabove described for the purpose of constructing, inspecting,
maintaining and repairing said lines, manholes and appurtenances of Grantee above described,
and the removal, renewal and enlargement of such at will, in whole or in part.

The Grantor agrees not to erect any building, structures, or fences in said Utility and
Drainage Easement.

The Grantee shall have the right to construct additional lines upon the above described
easement at any time in the future and agrees to pay any damages as a result of such future
construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full
satisfaction of every right hereby granted. All covenants and agreements herein contained shall
extend to and be binding upon the respective heirs, legal representatives, successors and assigns
of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the
Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the _____ day of _____, 20____.

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF _____

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting personally appeared _____ to me well known as the person(s) who executed the foregoing Right of Way Grant, and that _____ had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 20__.

Notary Public

My commission expires _____



901 North 47th Street, Suite 400, Rogers, AR 72756
479.636.4838

August 7, 2024
The Cottages at Clear Creek
Springdale, AR

Performance Guarantee
for LID elements

Bioretention/Raingardens

Bioretention 1	5000	S.F.	\$6.00	\$30,000.00
Bioretention 2	2000	S.F.	\$6.00	\$12,000.00
Bioretention 3	2000	S.F.	\$6.00	\$12,000.00
Bioretention 4	2000	S.F.	\$6.00	\$12,000.00
Sub-total				\$66,000.00

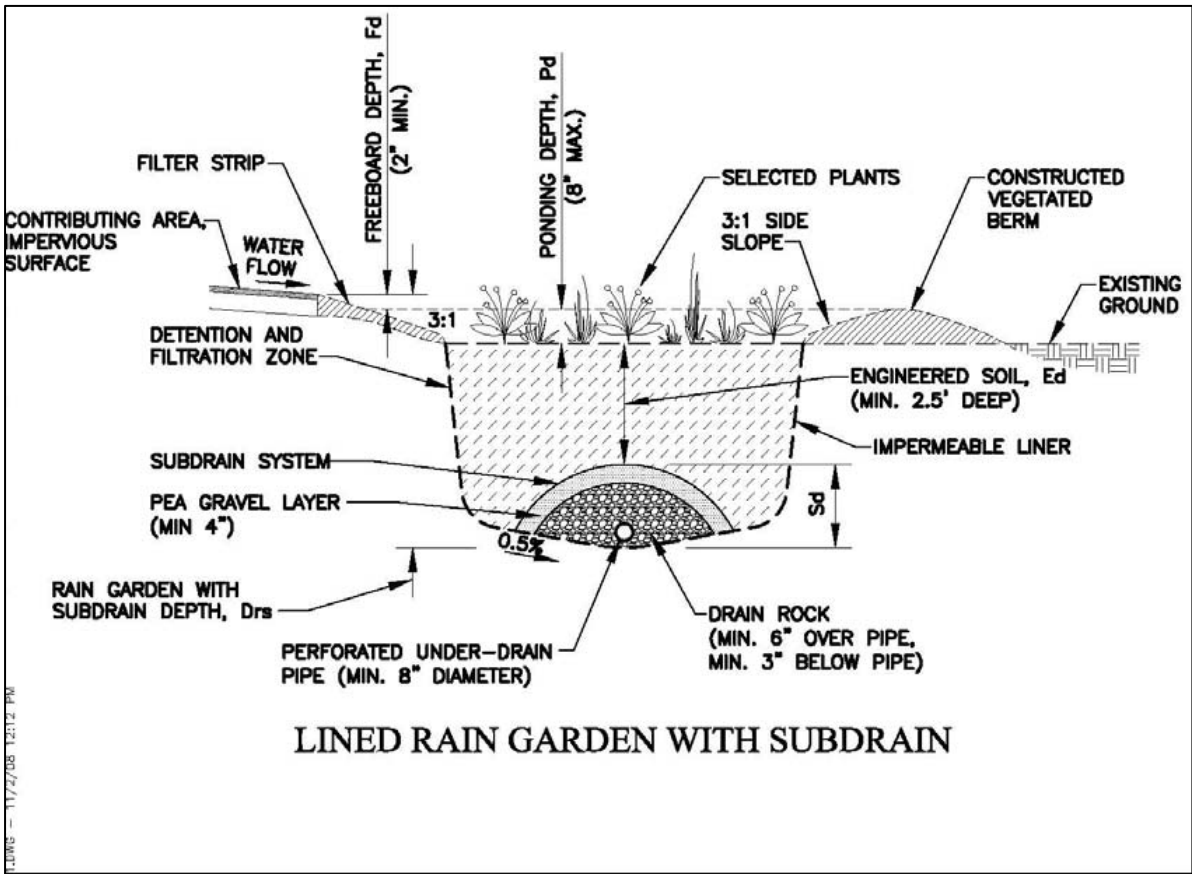
Filter Strip

Filter Strip	2,200	L.F.	\$14.00	\$30,800.00
Sub-total				\$30,800.00

Subtotal \$96,800.00

CONSTRUCTION GRAND TOTAL	\$96,800.00
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Figure 1 – Conceptual Bioretention Cell Profiles



Rain Garden Example



Appendix B

Additional Specifications for Bioretention Cells

Table B.1 – Vegetation Suitable for Bioretention cells in Springdale

Native perennial flowers, grasses, and shrubs that prefer or tolerate moist soils should thrive in a rain garden or bioswale. They'll also entice butterflies, hummingbirds, and other nectar and berry feeders to visit. These local plants tend to be well-adapted to a range of regional temperature and moisture conditions and will flourish without chemical fertilizers and pesticides.

Perennials and Herbaceous Plants

Amsonia, *Amsonia* sp.
Bushy Aster, *Aster dumosus*
Heath Aster, *Aster ericoides*
New England Aster, *Aster novae-angliae*
Beardtongue, *Penstemon digitalis* 'Huskers Red'
Black-eyed Susan, *Rudbeckia fulgida* 'Goldstrum'
Blazing Star, *Liatris spicata* 'Kobod'
Narrowleaf Blue Star, *Amsonia hubrichtii*
Cardinal Flower, *Lobelia peciose*
Carolina Lovegrass, *Eragrostis pectinacea*
Catmint, *Nepeta cataria* 'Walker's Low'
Wild Columbine, *Aquilegia canadensis*
Christmas Fern, *Polystichum acrostichoides*
Northern Maidenhair Fern, *Adiantum Pedatum*
Sensitive Fern, *Onoclea sensibilis*
Rough Goldenrod, *Solidago rugosa*
Hypericum, *Hypericum profificum*
Hyssop, *Agastache rupestris*
Blue Flag Iris, *Iris versicolor*
Jack-in-the-pulpit, *Arisaema triphyllum*
Sweet Joe-Pye Weed, *Eupatorium Purpureum*
Milkweed, *Asclepias*
Torrey's Mountain Mint, *Pycnanthemum Virginianum*
Obedient Plant, *Physotegia virginiana*
Ornamental Grass, *Miscanthus sinensis* 'Adagio' and 'Little Kittens'
Ponytail Grass, *Stipa tenuissima*
Striped Rush, *Baumea rebiginos* 'Variegata'
Russian Sage, *Perovskia atriplicifolia*
Golden Tickseed, *Coreopsis tinctoria*

Shrubs and Vines

American Arborvitae, *Thuja occidentalis*
Rosebud Azalea, *Rhododendron periclymenoides*
Northern Bayberry, *Myrica pensylvanica*
Highbush Blueberry, *Vaccinium corymbosum*

Late Lowbush Blueberry, *Vaccinium angustifolium*
Butterfly Bush, *Buddleia davidii*
Red Chokeberry, *Aronia arbutifolia*
Black Chokeberry, *Aronia melanocarpa*
Red Twig Dogwood, *Cornus sericea*
Elderberry, *Sambucus Canadensis*
American Holly, *Ilex opaca*
Winterberry Holly, *Ilex verticillata*
Trumpet Honeysuckle, *Lonicera sempervirens*
Black Huckleberry, *Gaylussacia baccata*
Inkberry, *Ilex glabra*
Mountain Laurel, *Kalmia latifolia*
Nannyberry, *Viburnum lentago*
Sweet Pepperbush, *Clethra alnifolia*
Northern Spicebush, *Lindera benzoin*
Bluebeard Spirea, *Caryopteris x Clandonensis*
Shining Sumac, *Rhus copallinum*
Virginia Creeper, *Parthenocissus quinquefolia*
Prairie Willow, *Salix humilis*

Trees

Green Ash, *Fraxinus pennsylvanica*
White Ash, *Fraxinus Americana*
Gray Birch, *Betula populifolia*
River Birch, *Betula nigra*
Blackgum, *Nyssa sylvatica*
Red Cedar, *Juniperus virginiana*
Red-Panicked Dogwood, *Cornus racemose*
Elm, *Ulmus glabra 'Camperdownii'*
American Hop Hornbeam, *Ostrya virginiana*
Sweet Bay Magnolia, *Magnolia virginiana*
Red Maple, *Hacer rubrum*
Pawpaw, *Asimina spp.*
Pin Oak, *Quercus palustris*
Red Oak, *Quercus rubra*
Redbud, *Cercis canadensis 'Oklahoma'*
Sassafras, *Sassafras albidium*
Serviceberry, *Amelanchier arborea*
American Sweetgum, *Liquidambar styraciflua*
Tupelo, *Nyssa sylvatica*
Witch Hazel, *Hammamelis virginiana*
Swamp White Oak, *Quercus bicolor*
Dwarf Yaupon Holly, *Ilex vomitoria 'Nana'*

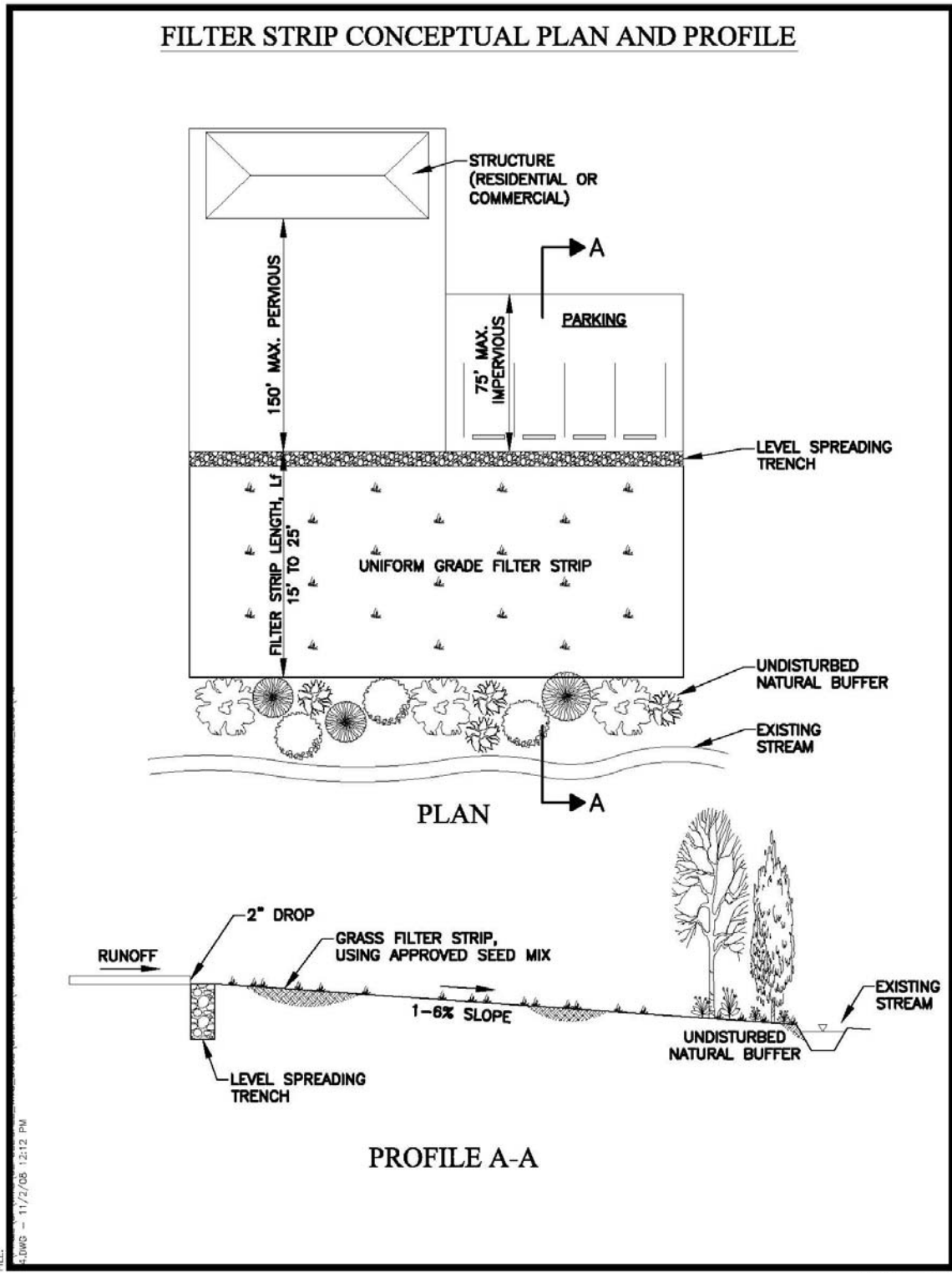
Additional Guidance for the Specification of Engineered Soils for Bioretention cells

The following bulleted list is intended to assist designers in specifying an engineered soil mix for use in a bioretention cell. Soil specifications may vary slightly depending on site characteristics and related design considerations.

- The final soil mix (including compost and soil) should have a long-term hydraulic conductivity of approximately 1.0 inch/hour according to ASTM Designation D 2434 (Standard Test Method for Permeability of Granular Soils) at 80% compaction per ASTM Designation D 1557 (Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort). Note that infiltration rate and hydraulic conductivity are assumed to be approximately the same in a uniform mix soil.
- The final soil mixture should have a minimum organic content of 10% by dry weight per ASTM Designation D 2974 (Standard Test Method for Moisture, Ash and Organic Matter of Peat and Other Organic Soils).
- The final soil mixture should be tested by an independent laboratory prior to installation for fertility, micronutrient analysis, and organic material content. Soil amendments per laboratory recommendations (if any) should be uniformly incorporated for optimum plant establishment and early growth.
- The clay content of the final soil mix should be less than 5%.
- The pH for the soil mix should be between 5.5 and 7.0. If the pH falls outside of the acceptable range, it may be modified with lime to increase the pH or iron sulfate plus sulfur to lower the pH. The lime or iron sulfate must be mixed uniformly into the soil prior to use in the bioretention cell.
- Soil mix should be uniform and free of stones, stumps, roots, or other similar material greater than 2 inches in diameter.

Unless laboratory analysis indicates otherwise, engineered soils are to be assigned a design infiltration rate of 1.0 inches/hour during design efforts. This value is consistent with a moderately high saturated hydraulic conductivity.

Figure 6 – Filter Strip Conceptual Plan and Profile



American Development Group

Project: Cottages at Clear Creek Playground

Erosion Control		Line Item 001.050				
Line Item	Cost Code	Item	QTY	U/M	Unit Cost	Total Cost
1		Grading	1	L/S	\$ 9,850.00	\$ 9,850.00
2		5ft Concrete Sidewalk	400	LF	\$ 47.50	\$ 19,000.00
3		Sod	2	AC	\$ 17,424.00	\$ 34,848.00
4		Irrigation	1	L/S	\$ 25,000.00	\$ 25,000.00
5		Trees	30	EA	\$ 300.00	\$ 9,000.00
6						\$ -
7						\$ -
Subtotal:						\$ 97,698.00

EarthWork		Line Item 002.050				
Line Item	Cost Code	Item	QTY	U/M	Unit Cost	Total Cost
1						\$ -
2						\$ -
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
						\$ -

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

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

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.
2. Ownership: The property is owned by Homestead AB, LLC, which is the Applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials. The project developer is Graystone Investments, LLC.
3. Project size: The property includes approximately 83.4 acres, well in excess of the ten acre minimum required by city code.
4. Staging: The 83.4 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

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

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

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

APPLICATION REVIEW PROCEDURES

1. Three Phases:

- a. A preapplication conference with planning and community development staff. – An initial pre-application conference with planning department was held on July 22. A second pre-application conference was held on August 12.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.
 - c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.
 - d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.
5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Approximately 83.4 acre tract – legal description as follows:

SURVEY DESCRIPTION:

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

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

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

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

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

- a) Front Load Lots: These lots are similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 50' wide by 115'-120' deep.
- b) Rear Load Lots: These houses have rear load garages accessing alleys behind the houses. Houses face a public street or pedestrian courtyard in front of the home. Typical lot size is 50' wide by 110'-115' deep.
- c) Collaborative Lots: These are similar to Rear Load Lots with a rear load garage accessing an alley behind the home and a public street in front of the house. However, each Collaborative Lot also has a back yard area on the opposite side of the alley from the house. Typical lot size is 50' wide by 200' deep.

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

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

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

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

For the Commercial Lot, Specific Uses Allowed are:

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

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

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

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

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

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

B) Building Setbacks

Front Load Residential Building Setbacks:

Front – 25 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 20 Feet

Rear Load Residential Building Setbacks:

Front – 15 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 25 Feet

Collaborative Residential Building Setbacks:

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

Commercial Building Setbacks:

All Sides – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

October 6, 2020

Cottages at Clear Creek PUD Development Plan

Page 10

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

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING THE
WESTERN CORRIDOR TRANSMISSION MAIN PROJECT

WHEREAS, the City of Springdale, Arkansas (the "City") owns and operates, through the Springdale Water and Sewer Commission (the "Commission") and the Springdale Water Utilities ("SWU"), a water and sewer system (the "System") in order to provide water and sewer service to meet the needs of the City and its inhabitants, and certain nearby areas; and

WHEREAS, the Commission has determined that there is a need for improvements to the water facilities of the System, including particularly, without limitation, the project known as the "Western Corridor Transmission Main Project" (the "Project"); and

WHEREAS, the Commission proposes to obtain funds for SWU to accomplish the Project from the proceeds of water and sewer revenue bonds (the "Bonds") to be issued by the City in the maximum principal amount of \$50,000,000; and

WHEREAS, the funds will be made available by the Arkansas Department of Agriculture (the "Department") through the purchase of the Bonds by the Arkansas Development Finance Authority ("ADFA") as a part of State Drinking Water Revolving Loan Fund program administered by the Department (the "Program"); and

WHEREAS, the purchase price for the Bonds purchased by ADFA will be paid from proceeds of bonds issued by ADFA or other federal or state funds made available by the Program; and

WHEREAS, the purpose of this Resolution is for the City to declare its "official intent" for the reimbursement of certain expenditures, within the meaning of Regulation Section 1.150-2 promulgated by the United States Treasury Department (the "Regulation"); and

WHEREAS, the Commission has requested that the City Council adopt this Resolution;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Springdale, Arkansas:

Section 1. The City hereby expresses its official intent for revenues of the System to be advanced by SWU to pay costs of the Project prior to the issuance of the Bonds and for SWU to be reimbursed for such expenditures from proceeds of the Bonds.

Section 2. This Resolution shall be considered an "official intent" for purposes of the Regulation and shall be filed in the official records of the City in the office of the City Clerk within five (5) days from the adoption hereof.

PASSED: _____, 2024.

ATTEST:

APPROVED:

BY: _____
City Clerk

BY: _____
Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at _____ o'clock p.m. on the _____ day of _____, 2024.

City Clerk

(SEAL)

SPRINGDALE WATER AND SEWER COMMISSION
RESOLUTION NO. 18-24

**A RESOLUTION APPROVING AND RECOMMENDING THE
FINANCING OF THE WESTERN CORRIDOR TRANSMISSION MAIN
PROJECT THROUGH THE STATE OF ARKANSAS DRINKING WATER
REVOLVING LOAN FUND PROGRAM ADMINISTERED BY THE
ARKANSAS DEPARTMENT OF AGRICULTURE.**

WHEREAS, it has been determined that it is necessary to acquire, construct, and equip improvements to the water facilities of the water and sewer system of the City of Springdale known as the Western Corridor Transmission Main Project (the "Project"); and

WHEREAS, the funds can be obtained to accomplish the Project from the proceeds of a water and sewer revenue bond in the maximum principal amount of \$50,000,000, bearing interest at a maximum rate of 4.0% and maturing approximately 20 years after the estimated completion date, to be issued by the City of Springdale, and purchased in multiple advances by the Arkansas Development Finance Authority as part of the State of Arkansas Drinking Water Revolving Loan Fund Program administered by the Arkansas Department of Agriculture (the "RLF Program");

**NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE WATER AND
SEWER COMMISSION, THAT:**

1. The financing of the Project through the RLF Program is hereby approved.
2. This proposal is hereby recommended to the Springdale City Council in order for the necessary resolution and ordinance to be adopted.
3. A copy of this Resolution shall be forwarded to the Springdale City Council for the purpose of expressing the Springdale Water and Sewer Commission's approval and recommendation to the Springdale City Council for its approval of this financing and adoption of the necessary ordinance and resolution authorizing the financing of the Project without delay and as soon as practical.
4. This Resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED this 16 day of July, 2024.

SPRINGDALE WATER AND SEWER COMMISSION

By: Chris G. Weiser
Chris, G. Weiser, Chair

ATTEST:

Lynn Carver
Lynn Carver, Secretary

SPRINGDALE WATER AND SEWER COMMISSION
RESOLUTION NO. 18-24

**A RESOLUTION APPROVING AND RECOMMENDING THE
FINANCING OF THE WESTERN CORRIDOR TRANSMISSION MAIN
PROJECT THROUGH THE STATE OF ARKANSAS DRINKING WATER
REVOLVING LOAN FUND PROGRAM ADMINISTERED BY THE
ARKANSAS DEPARTMENT OF AGRICULTURE.**

WHEREAS, it has been determined that it is necessary to acquire, construct, and equip improvements to the water facilities of the water and sewer system of the City of Springdale known as the Western Corridor Transmission Main Project (the "Project"); and

WHEREAS, the funds can be obtained to accomplish the Project from the proceeds of a water and sewer revenue bond in the maximum principal amount of \$50,000,000, bearing interest at a maximum rate of 4.0% and maturing approximately 20 years after the estimated completion date, to be issued by the City of Springdale, and purchased in multiple advances by the Arkansas Development Finance Authority as part of the State of Arkansas Drinking Water Revolving Loan Fund Program administered by the Arkansas Department of Agriculture (the "RLF Program");

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE WATER AND SEWER COMMISSION, THAT:

1. The financing of the Project through the RLF Program is hereby approved.
2. This proposal is hereby recommended to the Springdale City Council in order for the necessary resolution and ordinance to be adopted.
3. A copy of this Resolution shall be forwarded to the Springdale City Council for the purpose of expressing the Springdale Water and Sewer Commission's approval and recommendation to the Springdale City Council for its approval of this financing and adoption of the necessary ordinance and resolution authorizing the financing of the Project without delay and as soon as practical.
4. This Resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED this 16 day of July, 2024.

SPRINGDALE WATER AND SEWER COMMISSION

By: Chris G. Weiser
Chris, G. Weiser, Chair

ATTEST:

Lynn Carver
Lynn Carver, Secretary

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF A
WATER EASEMENT AND A SEWER EASEMENT
ACROSS PROPERTY OWNED BY THE CITY OF
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 815-28754-000, Washington County, Arkansas ("the Property");

WHEREAS, the Springdale Water and Sewer Commission is in need of a water easement and a sewer easement across the Property for water/sewer improvements, as shown on the attached Exhibit "A";

WHEREAS, the water and sewer easements are necessary for the construction and improvement of water/sewer facilities at the Springdale Municipal Airport;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "B") when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a water easement and a sewer easement across the Property.

PASSED AND APPROVED this ____ day of _____, 2024.

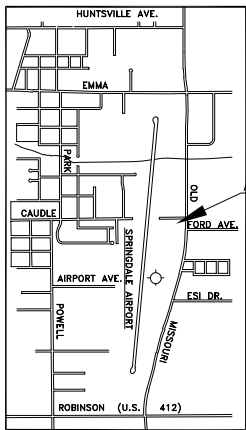
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



VICINITY MAP
NO SCALE

CITY OF SPRINGDALE
INFORMAL PLAT LS22-71
DEVELOPER: CITY OF SPRINGDALE
ENGINEER/SURVEYOR: GARVER, LLC
4300 SOUTH J.B. HUNT DRIVE, SUITE 240
ROGERS, AR 72758

City of Springdale
Acceptance of Dedications

Date _____ Signature _____
City Clerk _____
Mayor _____

Owner's Certification

We, or I understand, do hereby certify that we are or I am sole owner(s) of the hereon platted property and do hereby course said lands to be surveyed and platted and do hereby dedicate all easements for use by the general public and for the installation of utilities

City of Springdale
Approval for Recording

Date _____ Signature _____
Director, Planning and Community
Development Division

Acknowledgment -

State of Arkansas -
Washington County -
On this day of 2024, before me the undersigned Notary Public, personally appeared, known to me (or satisfactory proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for purposes therein contained.

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

Notary Public

My Commission Expires

Mayor Signature DATE

CERTIFICATION

I hereby certify that to the best of my professional knowledge and ability I have this date completed a survey of the hereon-described property.

All easements and/or encroachments revealed by the survey are shown.

Jeffery A. Jones _____ Date _____
PLS# 1615

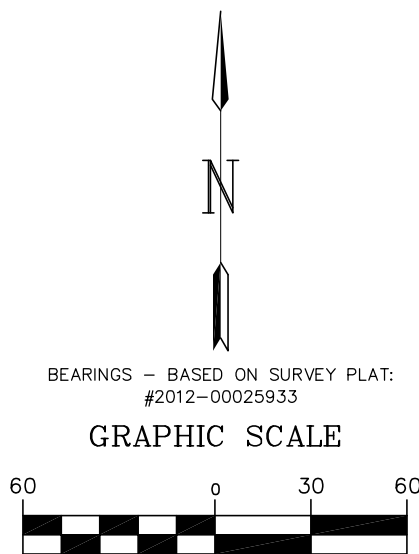
Survey is valid only if print has original seal and signature of surveyor present.

COMBINED PARCEL DESCRIPTION

A part of the South Half (S1/2) of the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northwest quarter (NW1/4) of Section Six (6), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Southwest corner of said South Half (S1/2) of the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW 1/4) of the Northwest quarter (NW1/4) as shown on Survey Plat record #2012-00025933; thence N 01°04'25" E a distance of 100.26 feet; thence N 01°24'13" E a distance of 225.67 feet the Southwest corner of Parcel 815-27497-000 also the POINT OF BEGINNING; thence S 88°24'04" E along the South line of said Parcel a distance of 93.42 feet to the Southwest corner of Parcel No. 815-27498-000 as shown on said Survey Plat record #2012-00025933; thence N 01°35'56" E along the West line of said Parcel a distance of 110.00 feet to the Northwest corner of said Parcel; thence S 88°24'04" E along the North line of said Parcel a distance of 139.55 feet to the Northeast corner of said Parcel; thence S 01°35'56" W along the East line of said Parcel a distance of 110.00 feet to the Southeast corner of said Parcel; thence S 88°24'04" E along the South line of Parcel No. 815-27494-000 as shown on said Survey Plat a distance of 87.21 feet to the West right of way of S. Old Missouri Road; thence along said West right of way the following courses:

52.53 feet along a curve to the left, said curve has a 00°47'34" delta angle, a 3,796.72 foot radius that bears N 82°36'47" W, and a chord that bears N 06°59'26" E a distance of 52.53 feet, thence N 02°57'56" E a distance of 52.00 feet, thence N 02°21'56" E a distance of 7.03 feet, thence N 88°24'04" W a distance of 11.04 feet, thence N 03°37'56" E a distance of 183.30 feet, thence N 32°52'04" W a distance of 22.20 feet, thence N 02°57'56" E a distance of 17.20 feet; thence leaving said right of way N 88°24'04" W a distance of 310.00 feet to the Northwest corner of Parcel No. 815-27508-000; thence S 01°35'56" W along the West lines of Parcels 815-27508-000 and Parcel 815-27511-000 a distance of 208.75 feet to the Southwest corner of said Parcel 815-27511-000; thence S 88°24'04" E along the South line of said Parcel 815-27511-000 a distance of 0.25 feet to the Northwest corner of Parcel 815-27497-000; thence S 01°35'56" W along the West line of said Parcel 815-27497-000 a distance of 121.25 feet to the POINT OF BEGINNING, containing 90,281 square feet or 2.07 acres, more or less as shown on Exhibit "A".



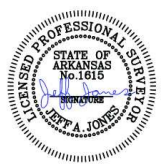
SW CORNER
S1/2 E1/2 NE1/4 SW1/4
SECTION 6
T-17-N, R-29-W
PER SURVEY PLAT FILE# 2012-00025933
FOUND RAILROAD SPIKE

500-17N-29W-0-06-130-72-1615

INFORMAL PLAT LS22-71

COMBINATION OF ELEVEN

CITY OF SPRINGDALE PARCELS INTO ONE PARCEL



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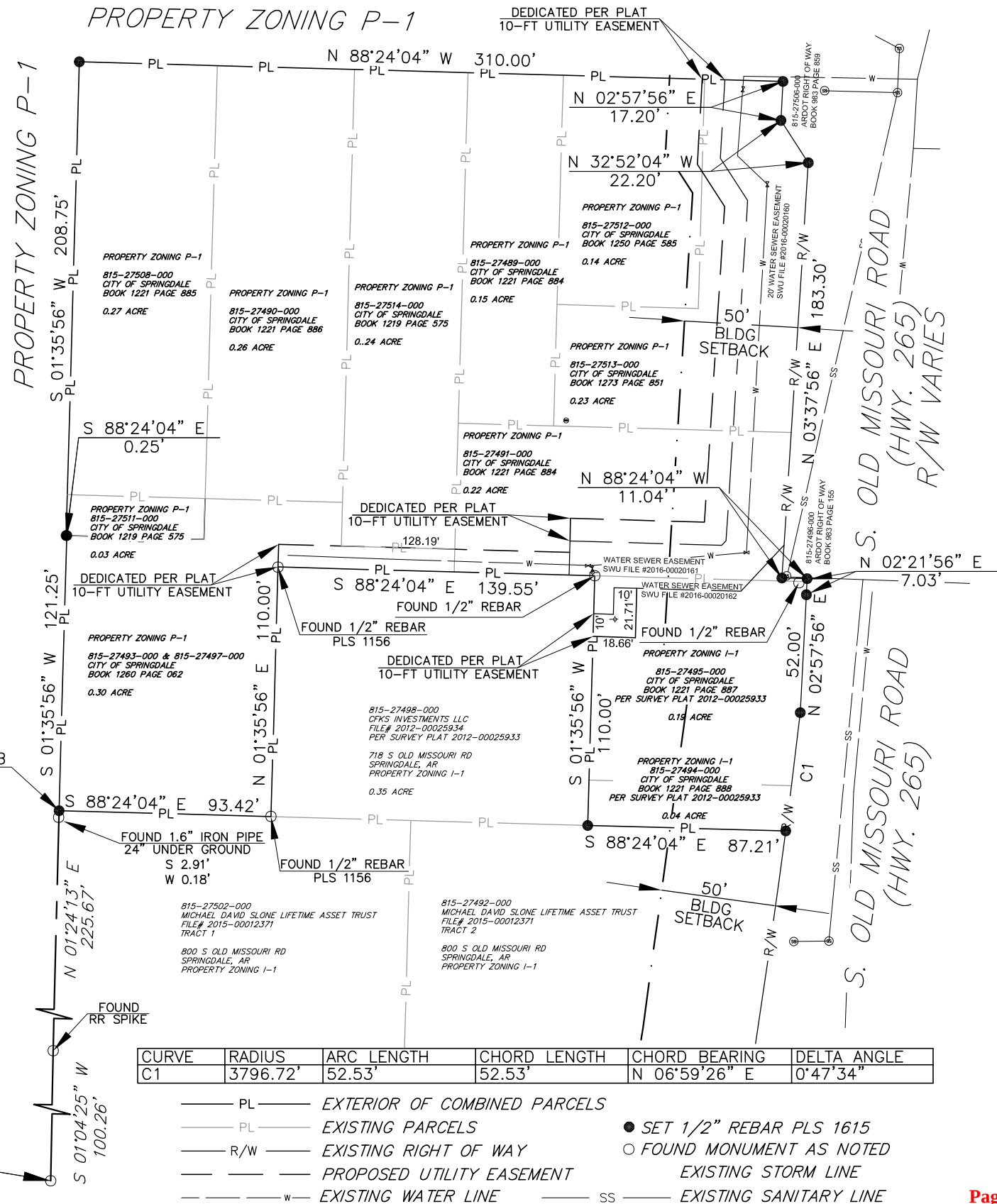
GARVER LLC
4300 SOUTH J.B. HUNT DRIVE
SUITE 240
ROGERS, AR 72758

BY	DATE	DESCRIPTION
JRW/JAJ	12/22	CITY COMMENTS
JRW/JAJ	05/23	CITY COMMENTS ABOUT UTILITIES
JAJ	12/23	SWU COMMENTS ABOUT WATER LINES
JAJ	06/24	CITY COMMENTS ABOUT ESMT NOTES & SIGNATURE BLOCKS

SPRINGDALE
MUNICIPAL AIRPORT
SPRINGDALE, AR
EAST HANGAR
CONSTRUCTION

JOB NO.: 20A13132-02
DATE: 06-04-2024
DESIGNED BY: JAJ
DRAWN BY: JRW
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER
1 OF 2
SHEET NUMBER 1

815-27469-000
CITY OF SPRINGDALE
201 N SPRING STREET
SPRINGDALE, AR
PROPERTY ZONING I-1



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3796.72'	52.53'	52.53'	N 06°59'26" E	0°47'34"

— PL — EXTERIOR OF COMBINED PARCELS
— PL — EXISTING PARCELS
— R/W — EXISTING RIGHT OF WAY
— — PROPOSED UTILITY EASEMENT
— w — EXISTING WATER LINE
● SET 1/2" REBAR PLS 1615
○ FOUND MONUMENT AS NOTED
— SS — EXISTING SANITARY LINE

THE PURPOSE OF THIS INFORMAL PLAT IS TO CONSOLIDATE THE FOLLOWING CITY OF SPRINGDALE PARCELS, UTILIZING THE FOLLOWING SOURCES:

SURVEY PLAT RECORD FILE #2012-00025933
AHTD RIGHT OF WAY DOCUMENT BOOK 983 PAGE 155
AHTD RIGHT OD WAY DOCUMENT BOOK 983 PAGE 859
WASHINGTON COUNTY PARCEL# 815-27489-000 BOOK 1221 PAGE 884
WASHINGTON COUNTY PARCEL# 815-27490-000 BOOK 1221 PAGE 886
WASHINGTON COUNTY PARCEL# 815-27491-000 BOOK 1221 PAGE 884
WASHINGTON COUNTY PARCEL# 815-27493-000 BOOK 1260 PAGE 62
WASHINGTON COUNTY PARCEL# 815-27494-000 BOOK 1221 PAGE 888
WASHINGTON COUNTY PARCEL# 815-27495-000 BOOK 1221 PAGE 887
WASHINGTON COUNTY PARCEL# 815-27497-000 BOOK 1260 PAGE 62
WASHINGTON COUNTY PARCEL# 815-27508-000 BOOK 1221 PAGE 885
WASHINGTON COUNTY PARCEL# 815-27511-000 BOOK 1219 PAGE 575
WASHINGTON COUNTY PARCEL# 815-27512-000 BOOK 1250 PAGE 585
WASHINGTON COUNTY PARCEL# 815-27513-000 BOOK 1273 PAGE 851
WASHINGTON COUNTY PARCEL# 815-27514-000 BOOK 1219 PAGE 575

WASHINGTON COUNTY PARCEL# 815-27495-000 BOOK 1221 PAGE 887:

A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West being more particularly described as follows, to-wit: Beginning at a point which is 160.00 feet West and 216.75 feet South of the NE corner of said 40 acre tract, and running thence South 71.25 feet, thence East 160.00 feet, thence North 71.25 feet, thence 160.00 feet West to the point of beginning, containing 0.26 of an acre, more or less. LESS AND EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West, more particularly described as follows: Starting at the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6; thence North 01° 30' East along the East line thereof a distance of 132.0 feet to a point; thence North 88° 25' West a distance of 102.7 feet to a point on the existing centerline of Old Missouri Road; thence North 12° 10' East along said centerline a distance of 197.0 feet to a point; thence North 82° 09' West a distance of 30.0 feet to a point on the existing Westerly right-of-way line of Old Missouri Road; thence North 12° 10' East along said existing right-of-way line a distance of 23.1 feet to a point; thence 13° 18' East along said existing right-of-way line a distance of 99.9 feet to a point; thence in a Northerly direction along said existing right-of-way-line along a curve to the left having a radius of 3791.72 feet a distance of 347.5 feet to a point; thence North 03° 48" East along said existing right of way line a distance of 99.5 feet to a point; thence in a Northerly direction along said existing right of way line along a curve to the left having a radius of 3796.72 feet a distance of 134.9 feet to the point; thence in a North 88° 25' West a distance of 11.9 feet to a point on the proposed Westerly right of way line of Old Missouri Road; thence North 03° 37' East along said proposed right of way line a distance of 71.3 feet to a point; thence South 88° 25' East a distance of 11.1 feet to a point on the existing westerly right of way line of Old Missouri Road; thence South 02° 21' west along said existing right of way line a distance of 7.0 feet to a point; thence South 02° 57' West along said existing right of way line a distance of 52.0 feet to a point; thence in a Southerly direction along said existing right of way line along a curve to the right having a radius of 3796.72 feet a distance of 12.3 feet to the point of beginning and containing 822 sq. feet, more or less.

WASHINGTON COUNTY PARCEL# 815-27497-000 BOOK 1260 PAGE 62:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as: Beginning at a point 330 feet South and 158.75 feet West of the northeast corner of said 40 acre tract, thence North 121.25 feet, thence West 50 feet, thence North 18 feet, thence West 60.5 feet, thence South 18 feet, thence West 60.5 feet, thence South 121.25 feet, thence East 171.0 feet to the point of beginning.
Subject to easements of record, if any.

WASHINGTON COUNTY PARCEL# 815-27494-000 BOOK 1221 PAGE 888:
A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West, more particularly described as follows, to-wit: Beginning at the Northeast corner of the above described 40 acre tract and running thence South 2990 feet for a beginning corner to the lands hereby intended to be conveyed; and running thence South 40 feet; thence West 160 feet; thence North 40 feet; thence East 160 feet to the beginning corner.
SAVE AND EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West, more particularly described as follows: Starting at the Southeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6; thence North 01° 30' East along the East line thereof a distance of 132.0 feet to a point; thence North 88° 25' West a distance of 102.7 feet to a point on he existing centerline of Old Missouri Road; thence North 12° 10' East along said center-line a distance of 197.0 feet to a point; thence North 82° 09' West a distance of 30.1 feet to point on the existing westerly right of way line of Old Missouri Road; thence North 12° 10' East along said existing right of way line a distance of 23.1 feet to a point; thence North 13° 18' East along said existing right of way line a distance 99.9 feet a point; thence in a Northerly direction along said existing right of way line along a curve to the left having a radius of 3796.72 feet a distance of 94.9 feet to the point of beginning; thence North 88° 25' West a distance of 12.1 feet to a point on the proposed westerly right of way line of Old Missouri Road; thence North 03° 37" East along said proposed right of way line a distance of 40.0 feet to a point; thence South 88° 15' East a distance of 11.9 feet to a point on the existing Westerly right of way line of Old Missouri Road; thence in a Southerly direction along said existing right of way line along a curve to the right having a radius of 3796.72 feet a distance of 40.0 feet to the point of beginning and containing 481 square feet, more or less.

WASHINGTON COUNTY PARCEL# 815-27490-000 BOOK 1221 PAGE 886:
A part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6 in Township 17 North of Range 29 West, and being more particularly described as follows: Beginning at a point 269.25 feet west of the Northeast corner of the said Northeast Quarter of the Southwest Quarter of the Northwest Quarter same being a beginning corner of the lands herein conveyed; thence South 190.75 feet; thence East 60.75 feet; thence North 190.75 feet; thence West 60.75 feet to the place of beginning.

WASHINGTON COUNTY PARCEL# 815-27508-000 BOOK 1221 PAGE 885:
A part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, and being more particularly described as follows: Beginning at a point 269.25 feet West of the Northeast corner of said Southwest Quarter of the Northwest Quarter, same being a beginning corner of the lands herein conveyed; thence South 190 75 feet; thence West 60.75 feet; thence North 190.75 feet; thence East 60.75 feet to the place of beginning.

WASHINGTON COUNTY PARCEL# 815-27511-000 BOOK 1219 PAGE 575:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as follows, to-wit: Beginning at a point which is 208.75 feet West of the Northeast corner of the said ten (10) ace tract for a beginning point of the lands herein conveyed, thence South 208.75 feet, thence East 50 feet, thence North 208.75 feet, thence West 50 feet to the point of beginning. Subject to right-of-way of Caudle Avenue along the North side thereof.
ALSO:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, being more particularly described as follows, to-wit: From the Northeast corner of the said ten acre tract run thence West 269.25 feet, along the North line of said ten acre tract, and South 190.75 feet to the point of beginning of the lands described herein, thence continuing South 18 feet, thence West 60.75 feet; thence North 18 feet, thence East 60.75 feet to the point of beginning.

WASHINGTON COUNTY PARCEL# 815-27513-000 BOOK 1273 PAGE 851:
Part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as beginning at the Northeast corner of said 40 acre tract and running thence South 158 feet, thence West 116.75 feet, thence North 57 feet, thence East 62.25 feet, thence North 101 feet, thence East 54.50 feet to the beginning corner. Subject to Highway Right-of-Way. LESS AND EXCEPT: Part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 north, Range 29 West, being more particularly described as follows, to-wit: Beginning at a point 158 feet South of the Northeast corner of said 40 acre tract, thence West 116.75 feet, thence North 3.50 feet, thence East 116.75 feet, thence South 3.5.0 feet to the point of beginning. IN THE CITY OF SPRINGDALE, ARKANSAS.
Subject to easements of record.

WASHINGTON COUNTY PARCEL# 815-27489-000 BOOK 1221 PAGE 884:
Part of the northeast quarter of the Fractional southwest quarter of the fractional northwest quarter of section 6, township 17 north, range 29 west, and being more particularly described as follows: Beginning at a point which is 158 feet south of the northeast corner of said 10 acre tract, and running thence south 60.75 feet, thence west 158.75 feet, thence north 218.75 feet, to the north line of said fractional 10 acre tract, thence east 42 feet, thence south 154.50 feet, thence easterly to the point of beginning. LESS AND EXCEPT any portion of the above described lands which were heretofore conveyed to Arkansas State Highway Commission, recorded in Book 983 at page 155, Book 983 at page 859, and in Book 988 at page 832. The South 10 feet of the above described lands being subject to use as a public road.
An easement under or across the south 20 feet of the hereinafter described land: A part of the southwest quarter of he northwest quarter of section 6, township 17 north, range 29 west, more particularly described as follows; Beginning at the northeast corner of said 40 acre tract, thence running south 158 feet, thence west 116.75, thence north 57.00 feet, thence east 62.25 feet, thence north 101.00 feet, thence east 54.5 feet to the point of beginning, EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, section 6, township 17 north, range 29 west, described as: Beginning at a point 158 feet south of the northeast corner of said 40 acre tract, thence west 116.75 feet, thence north 3.50 feet, thence east to point of beginning.

WASHINGTON COUNTY PARCEL# 815-27491-000 BOOK 1221 PAGE 884:
Part of the northeast quarter of the Fractional southwest quarter of the fractional northwest quarter of section 6, township 17 north, range 29 west, and being more particularly described as follows: Beginning at a point which is 158 feet south of the northeast corner of said 10 acre tract, and running thence south 60.75 feet, thence west 158.75 feet, thence north 218.75 feet, to the north line of said fractional 10 acre tract, thence east 42 feet, thence south 154.50 feet, thence easterly to the point of beginning. LESS AND EXCEPT any portion of the above described lands which were heretofore conveyed to Arkansas State Highway Commission, recorded in Book 983 at page 155, Book 983 at page 859, and in Book 988 at page 832. The South 10 feet of the above described lands being subject to use as a public road.
An easement under or across the south 20 feet of the hereinafter described land: A part of the southwest quarter of he northwest quarter of section 6, township 17 north, range 29 west, more particularly described as follows; Beginning at the northeast corner of said 40 acre tract, thence running south 158 feet, thence west 116.75, thence north 57.00 feet, thence east 62.25 feet, thence north 101.00 feet, thence east 54.5 feet to the point of beginning, EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, section 6, township 17 north, range 29 west, described as: Beginning at a point 158 feet south of the northeast corner of said 40 acre tract, thence west 116.75 feet, thence north 3.50 feet, thence east to point of beginning.

WASHINGTON COUNTY PARCEL# 815-27493-000 BOOK 1260 PAGE 62:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as: Beginning at a point 330 feet South and 158.75 feet West of the Northeast corner of said 40 acre tract, thence North 121.25 feet, thence West 50 feet, thence North 18 feet, thence West 60.5 feet, thence South 18 feet, thence West 60.5 feet, thence South 121.25 feet, thence East 171.0 feet to the point of beginning.

Subject to easements of record, if any.

WASHINGTON COUNTY PARCEL# 815-27512-000 BOOK 1250 PAGE 585:
Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, township 17 North, Range 29 West, described as follows: Beginning at the Northeast Corner of said 10 acre tract and running thence West 54.50 feet for a beginning corner to the lands herein described, running thence West 62.25 feet; thence South 101 feet; thence East 62.25 feet; thence North 101 feet to the place of beginning. In the City of Springdale, Arkansas.

WASHINGTON COUNTY PARCEL# 815-27514-000 BOOK 1219 PAGE 575:
A part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, and being more particularly described as follows: Beginning at a point 269.25 feet West of the Northeast corner of said Southwest Quarter of the Northwest Quarter, same being a beginning corner of the lands herein conveyed; thence South 190 75 feet; thence West 60.75 feet; thence North 190.75 feet; thence East 60.75 feet to the place of beginning.

GARVER LLC
4300 SOUTH J.B. HUNT DRIVE
SUITE 240
ROGERS, AR 72758

REV.	DATE	DESCRIPTION	BY
1	12/22	ADDRESS CITY COMMENTS	JRW/JAU
2	05/23	CITY COMMENTS ABOUT UTILITIES	JRW/JAU
3	12/23	SWU COMMENTS ABOUT WATER LINES	JAU

SPRINGDALE MUNICIPAL AIRPORT
SPRINGDALE, AR
EAST HANGAR CONSTRUCTION

JOB NO.: 20A13132-02 DATE: 06—4—2024 DESIGNED BY: JAU DRAWN BY: JRW
BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER 2 OF 2
SHEET NUMBER 1

Tract No. 1
July 16, 2024

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **City of Springdale, Arkansas**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), and/or public ingress/egress, paving, over, under or across the hereinafter described land in **Washington County, Arkansas**, to-wit:

PROPERTY DESCRIPTIONS:

Parcel No. 815-28754-000 Washington County, Deed File Book 404, Page 301.

PERMANENT WATER EASEMENT DESCRIPTION :

A part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of the said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼); thence N 02°16'51" E along the West line of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) a distance of 47.15 feet; thence leaving said West line S 87°24'21" E a distance of 39.48 feet to the East right of way of Powell Street being the POINT OF BEGINNING; thence leaving said East right of way S 87°24'21" E a distance of 9.93 feet; thence S 44°47'30" E a distance of 27.96 feet; thence S 87°30'12" E a distance of 429.92 feet; thence N 02°24'49" E a distance of 5.81 feet; thence S 87°35'11" E a distance of 20.00 feet; thence S 02°24'49" W a distance of 5.83 feet; thence S 87°30'04" E a distance of 26.18 feet; thence S 65°05'11" E a distance of 21.80 feet; thence S 87°43'19" E a distance of 399.52 feet; thence N 02°25'13" E a distance of 4.95 feet; thence S 87°34'47" E a distance of 20.00 feet; thence S 02°31'02" W a distance of 24.96 feet to the South line of that property described in Record Book 404, Page 301; thence N 87°34'43" W along said South line a distance of 425.87 feet; thence leaving said South line N 65°05'11" W a distance of 19.19 feet; thence N 87°30'12" W a distance of 481.89 feet; thence N 44°47'30" W a distance of 28.08 feet to said East right of way; thence N 02°12'20" E along said East right of way a distance of 19.93 feet to the POINT OF BEGINNING, containing 19,152 square feet or 0.44 acres, more or less. As shown on Exhibit A.

ALSO

PERMANENT SEWER EASEMENT DESCRIPTION :

A part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of the said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼); thence N 02°16'51" E along the West line of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) a distance of 47.15 feet; thence leaving said West line S 87°24'21" E a distance of 39.48 feet to the East right of way of Powell Street; thence N 02°12'20" E along said East right of way a distance of 124.37 feet to the POINT OF BEGINNING; thence N 02°12'20" E along said East right of way a distance of 20.00 feet; thence S 87°31'06" E a distance of 372.60 feet; thence S 02°28'54" W a distance of 20.00 feet; thence N 87°31'06" W a distance of 372.50 feet to the POINT OF BEGINNING, containing 7,451 square feet or 0.44 acres, more or less. As shown on Exhibit A.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s), and/or sewer collection or force main line(s), and/or public ingress/egress, paving, and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

Grantee shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines, and appurtenances as may be required in the future, and maintaining, and removing said pipelines and appurtenances. Grantee shall have and is hereby granted the further right at all time to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of Grantee, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

The Grantor or its successors shall not cause to be constructed any buildings, structures or other improvements (other than fences, driveways, and paved parking areas) within the above described easement, and no trees shall be planted by Grantor or its successors on said easement. Grantor or its successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this permanent easement by virtue of Grantee's exercise of the rights under this agreement.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right-of-way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be **EXCLUSIVE** and that Grantor or its successors shall convey no parallel rights to any person, utility or corporation on, across or under said right-of-way without the express written permission of Grantee.

The cash consideration hereinabove mentioned is paid by Grantee and accepted by Grantor as full and total payment for the easement and right-of-way, all trees, undergrowth, trimmed or removed from said lands during the construction and maintenance of Grantee's facilities, and for all other rights and privileges hereinabove set forth.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right-of-way is finally abandoned.

And Grantor agrees to forever warrant and defend the above-described easements and rights unto said Grantee against all legal claims.

IN WITNESS WHEREOF, the hand(s) and seal(s) of Grantor is/are hereunto set, this the _____ day of _____, 20____.

City of Springdale, Arkansas

By: _____

By: _____

(Printed Name / Title)

(Printed Name / Title)

ACKNOWLEDGMENT

STATE OF ARKANSAS }
 }SS
COUNTY OF WASHINGTON }

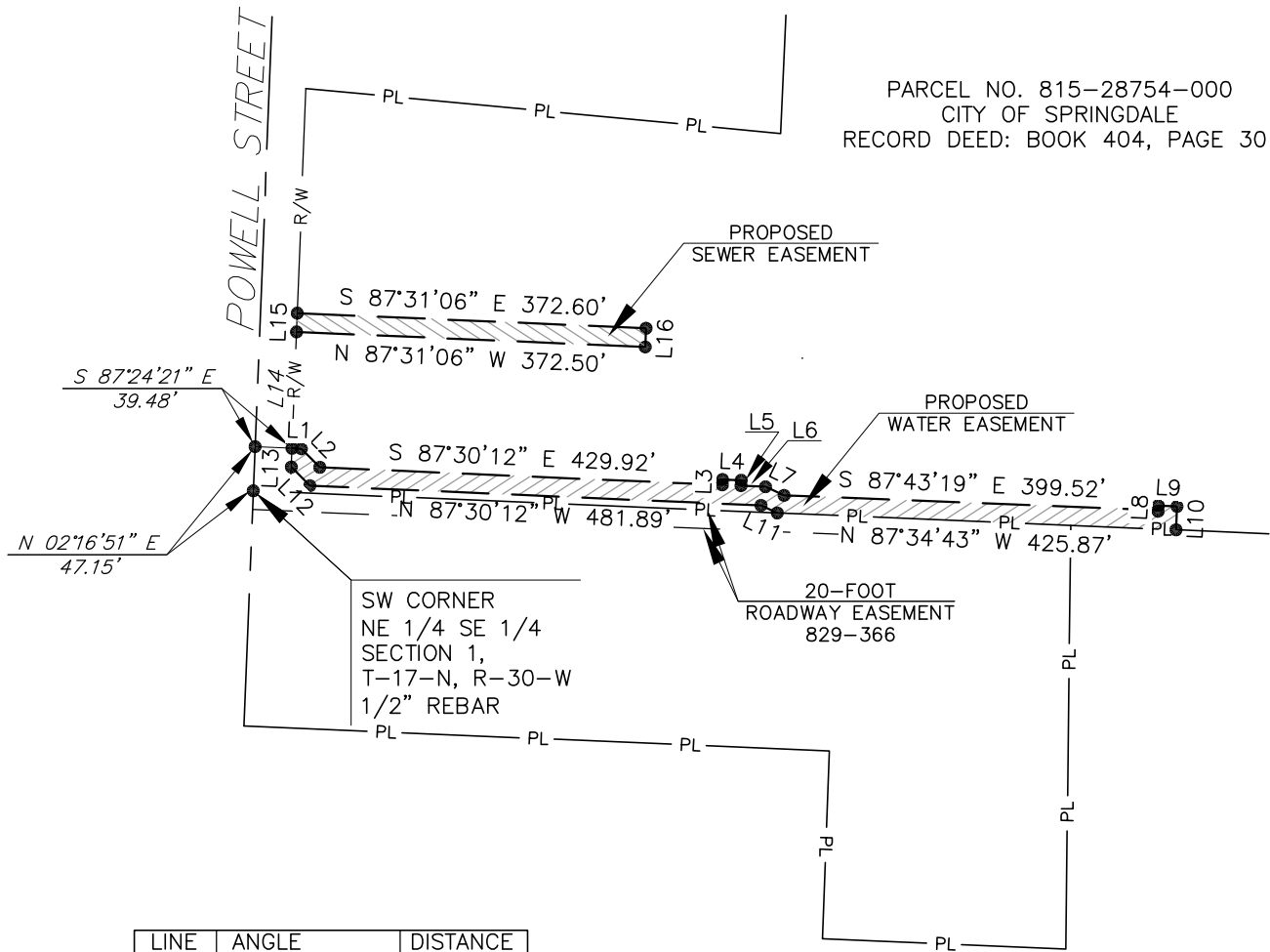
On this the _____ day of _____, 20____, before me, _____, the undersigned Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, who acknowledged himself/herself/themselves to be respectively, the _____ of **City of Springdale, Arkansas**, and that he/she/they, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

PARCEL NO. 815-28754-000
CITY OF SPRINGDALE
RECORD DEED: BOOK 404, PAGE 301



LINE	ANGLE	DISTANCE
L1	S 87°24'21" E	9.93'
L2	S 44°47'30" E	27.96'
L3	N 02°24'49" E	5.81'
L4	S 87°35'11" E	20.00'
L5	S 02°24'49" W	5.83'
L6	S 87°30'04" E	26.18'
L7	S 65°05'11" E	21.80'
L8	N 02°25'13" E	4.95'
L9	S 87°34'47" E	20.00'
L10	S 02°31'02" W	24.96'
L11	N 65°05'11" W	19.19'
L12	N 44°47'30" W	28.08'
L13	N 02°12'20" E	19.93'
L14	N 02°12'20" E	124.37'
L15	N 02°12'20" E	20.00'
L16	S 02°28'54" W	20.00'

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED WATER EASEMENT	19,152	0.44
PROPOSED SEWER EASEMENT	7,451	0.17

LEGEND

PL	PL	EXISTING PROPERTY LINE
R/W		EXISTING RIGHT OF WAY LINE
		EXISTING EASEMENT LINE
		PROPOSED EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

SPRINGDALE MUNICIPAL AIRPORT
SPRINGDALE, ARKANSAS

ASG POWELL HANGAR RECONSTRUCTION
SITE DEVELOPMENT



JOB NO.
22A13131

DATE
JULY 16, 2024

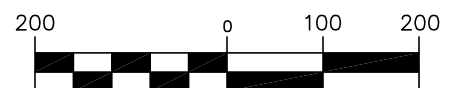
"EXHIBIT A"

TRACT
Page 174 1

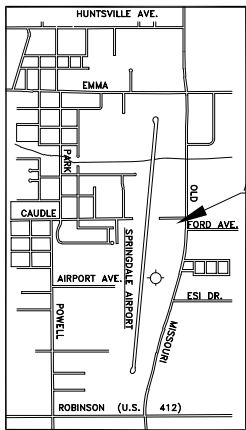


BEARINGS - GRID
ARKANSAS NORTH ZONE

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



VICINITY MAP
NO SCALE

CITY OF SPRINGDALE
INFORMAL PLAT LS22-71
DEVELOPER: CITY OF SPRINGDALE
ENGINEER/SURVEYOR: GARVER, LLC
4300 SOUTH J.B. HUNT DRIVE, SUITE 240
ROGERS, AR 72758

City of Springdale
Acceptance of Dedications

Date _____ Signature _____
City Clerk _____
Mayor _____

Owner's Certification

We, or I understand, do hereby certify that we are or I am sole owner(s) of the hereon platted property and do hereby course said lands to be surveyed and platted and do hereby dedicate all easements for use by the general public and for the installation of utilities

City of Springdale
Approval for Recording

Date _____ Signature _____
Director, Planning and Community
Development Division

Acknowledgment -

State of Arkansas -
Washington County -
On this day of 2024, before me the undersigned Notary Public, personally appeared, known to me (or satisfactory proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for purposes therein contained.

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

Notary Public _____ My Commission Expires _____

Jeffery A. Jones _____ Date _____
PLS# 1615

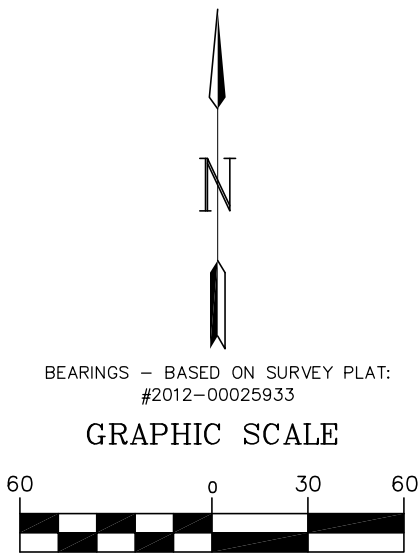
Survey is valid only if print has original seal and signature of surveyor present.

COMBINED PARCEL DESCRIPTION

A part of the South Half (S1/2) of the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northwest quarter (NW1/4) of Section Six (6), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Southwest corner of said South Half (S1/2) of the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW 1/4) of the Northwest quarter (NW1/4) as shown on Survey Plat record #2012-00025933; thence N 01°04'25" E a distance of 100.26 feet; thence N 01°24'13" E a distance of 225.67 feet the Southwest corner of Parcel 815-27497-000 also the POINT OF BEGINNING; thence S 88°24'04" E along the South line of said Parcel a distance of 93.42 feet to the Southwest corner of Parcel No. 815-27498-000 as shown on said Survey Plat record #2012-00025933; thence N 01°35'56" E along the West line of said Parcel a distance of 110.00 feet to the Northwest corner of said Parcel; thence S 88°24'04" E along the North line of said Parcel a distance of 139.55 feet to the Northeast corner of said Parcel; thence S 01°35'56" W along the East line of said Parcel a distance of 110.00 feet to the Southeast corner of said Parcel; thence S 88°24'04" E along the South line of Parcel No. 815-27494-000 as shown on said Survey Plat a distance of 87.21 feet to the West right of way of S. Old Missouri Road; thence along said West right of way the following courses:

52.53 feet along a curve to the left, said curve has a 00°47'34" delta angle, a 3,796.72 foot radius that bears N 82°36'47" W, and a chord that bears N 06°59'26" E a distance of 52.53 feet, thence N 02°57'56" E a distance of 52.00 feet, thence N 02°21'56" E a distance of 7.03 feet, thence N 88°24'04" W a distance of 11.04 feet, thence N 03°37'56" E a distance of 183.30 feet, thence N 32°52'04" W a distance of 22.20 feet, thence N 02°57'56" E a distance of 17.20 feet; thence leaving said right of way N 88°24'04" W a distance of 310.00 feet to the Northwest corner of Parcel No. 815-27508-000; thence S 01°35'56" W along the West lines of Parcels 815-27508-000 and Parcel 815-27511-000 a distance of 208.75 feet to the Southwest corner of said Parcel 815-27511-000; thence S 88°24'04" E along the South line of said Parcel 815-27511-000 a distance of 0.25 feet to the Northwest corner of Parcel 815-27497-000; thence S 01°35'56" W along the West line of said Parcel 815-27497-000 a distance of 121.25 feet to the POINT OF BEGINNING, containing 90,281 square feet or 2.07 acres, more or less as shown on Exhibit "A".



(IN FEET)
1 inch = 60 ft.
FLOOD DESIGNATION
This property does not lie in
Zone A/E Special Flood Hazard Areas

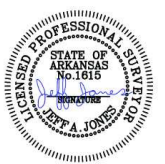
SW CORNER
S1/2 E1/2 NE1/4 SW1/4 NW1/4
SECTION 6
T-17-N, R-29-W
PER SURVEY PLAT FILE# 2012-00025933
FOUND RAILROAD SPIKE

500-17N-29W-0-06-130-72-1615

INFORMAL PLAT LS22-71

COMBINATION OF ELEVEN

CITY OF SPRINGDALE PARCELS INTO ONE PARCEL



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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

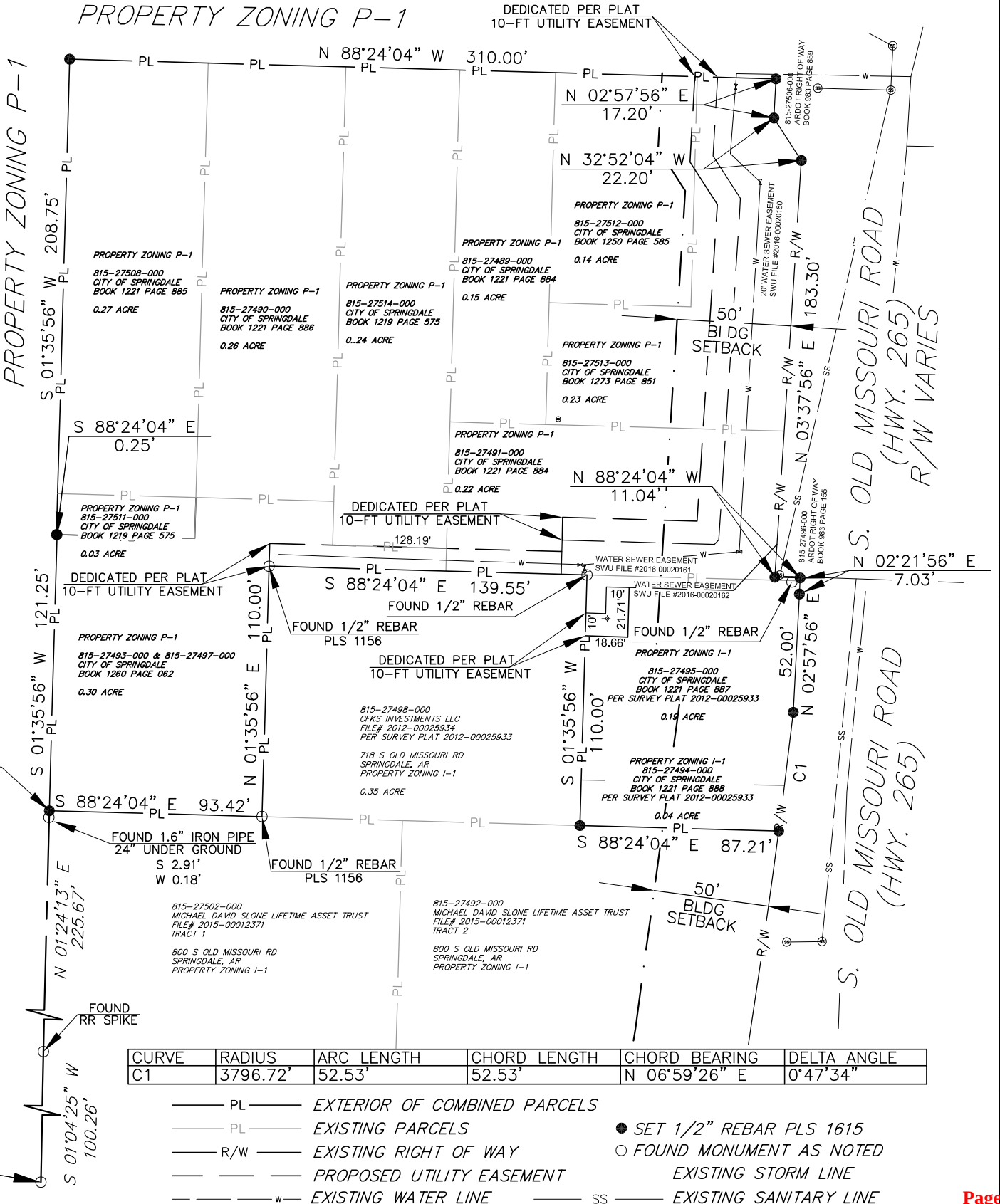
GARVER LLC
4300 SOUTH J.B. HUNT DRIVE
SUITE 240
ROGERS, AR 72758

REV.	DATE	DESCRIPTION	BY
1	12/22	CITY COMMENTS	JRW/JAU
2	05/23	CITY COMMENTS ABOUT UTILITIES	JRW/JAU
3	12/23	SWU COMMENTS ABOUT WATER LINES	JAU
4	06/24	CITY COMMENTS ABOUT ESST NOTES & SIGNATURE BLOCKS	JAU

SPRINGDALE
MUNICIPAL AIRPORT
SPRINGDALE, AR
EAST HANGAR
CONSTRUCTION

JOB NO.: 20A13132-02
DATE: 06-04-2024
DESIGNED BY: JAU
DRAWN BY: JRW
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER
1 OF 2
Page 15 of 15
NUMBER 1

815-27469-000
CITY OF SPRINGDALE
201 N SPRING STREET
SPRINGDALE, AR
PROPERTY ZONING I-1



THE PURPOSE OF THIS INFORMAL PLAT IS TO CONSOLIDATE THE FOLLOWING CITY OF SPRINGDALE PARCELS, UTILIZING THE FOLLOWING SOURCES:

SURVEY PLAT RECORD FILE #2012-00025933
AHTD RIGHT OF WAY DOCUMENT BOOK 983 PAGE 155
AHTD RIGHT OD WAY DOCUMENT BOOK 983 PAGE 859
WASHINGTON COUNTY PARCEL# 815-27489-000 BOOK 1221 PAGE 884
WASHINGTON COUNTY PARCEL# 815-27490-000 BOOK 1221 PAGE 886
WASHINGTON COUNTY PARCEL# 815-27491-000 BOOK 1221 PAGE 884
WASHINGTON COUNTY PARCEL# 815-27493-000 BOOK 1260 PAGE 62
WASHINGTON COUNTY PARCEL# 815-27494-000 BOOK 1221 PAGE 888
WASHINGTON COUNTY PARCEL# 815-27495-000 BOOK 1221 PAGE 887
WASHINGTON COUNTY PARCEL# 815-27497-000 BOOK 1260 PAGE 62
WASHINGTON COUNTY PARCEL# 815-27508-000 BOOK 1221 PAGE 885
WASHINGTON COUNTY PARCEL# 815-27511-000 BOOK 1219 PAGE 575
WASHINGTON COUNTY PARCEL# 815-27512-000 BOOK 1250 PAGE 585
WASHINGTON COUNTY PARCEL# 815-27513-000 BOOK 1273 PAGE 851
WASHINGTON COUNTY PARCEL# 815-27514-000 BOOK 1219 PAGE 575

WASHINGTON COUNTY PARCEL# 815-27495-000 BOOK 1221 PAGE 887:

A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West being more particularly described as follows, to-wit: Beginning at a point which is 160.00 feet West and 216.75 feet South of the NE corner of said 40 acre tract, and running thence South 71.25 feet, thence East 160.00 feet, thence North 71.25 feet, thence 160.00 feet West to the point of beginning, containing 0.26 of an acre, more or less. LESS AND EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West, more particularly described as follows: Starting at the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6; thence North 01° 30' East along the East line thereof a distance of 132.0 feet to a point; thence North 88° 25' West a distance of 102.7 feet to a point on the existing centerline of Old Missouri Road; thence North 12° 10' East along said centerline a distance of 197.0 feet to a point; thence North 82° 09' West a distance of 30.0 feet to a point on the existing Westerly right-of-way line of Old Missouri Road; thence North 12° 10' East along said existing right-of-way line a distance of 23.1 feet to a point; thence 13° 18' East along said existing right-of-way line a distance of 99.9 feet to a point; thence in a Northerly direction along said existing right-of-way-line along a curve to the left having a radius of 3791.72 feet a distance of 347.5 feet to a point; thence North 03° 48" East along said existing right of way line a distance of 99.5 feet to a point; thence in a Northerly direction along said existing right of way line along a curve to the left having a radius of 3796.72 feet a distance of 134.9 feet to the point; thence in a North 88° 25' West a distance of 11.9 feet to a point on the proposed Westerly right of way line of Old Missouri Road; thence North 03° 37' East along said proposed right of way line a distance of 71.3 feet to a point; thence South 88° 25' East a distance of 11.1 feet to a point on the existing westerly right of way line of Old Missouri Road; thence South 02° 21' west along said existing right of way line a distance of 7.0 feet to a point; thence South 02° 57' West along said existing right of way line a distance of 52.0 feet to a point; thence in a Southerly direction along said existing right of way line along a curve to the right having a radius of 3796.72 feet a distance of 12.3 feet to the point of beginning and containing 822 sq. feet, more or less.

WASHINGTON COUNTY PARCEL# 815-27497-000 BOOK 1260 PAGE 62:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as: Beginning at a point 330 feet South and 158.75 feet West of the northeast corner of said 40 acre tract, thence North 121.25 feet, thence West 50 feet, thence North 18 feet, thence West 60.5 feet, thence South 18 feet, thence West 60.5 feet, thence South 121.25 feet, thence East 171.0 feet to the point of beginning.
Subject to easements of record, if any.

WASHINGTON COUNTY PARCEL# 815-27494-000 BOOK 1221 PAGE 888:
A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West, more particularly described as follows, to-wit: Beginning at the Northeast corner of the above described 40 acre tract and running thence South 2990 feet for a beginning corner to the lands hereby intended to be conveyed; and running thence South 40 feet; thence West 160 feet; thence North 40 feet; thence East 160 feet to the beginning corner.
SAVE AND EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 17 North, Range 29 West, more particularly described as follows: Starting at the Southeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6; thence North 01° 30' East along the East line thereof a distance of 132.0 feet to a point; thence North 88° 25' West a distance of 102.7 feet to a point on he existing centerline of Old Missouri Road; thence North 12° 10' East along said center-line a distance of 197.0 feet to a point; thence North 82° 09' West a distance of 30.1 feet to point on the existing westerly right of way line of Old Missouri Road; thence North 12° 10' East along said existing right of way line a distance of 23.1 feet to a point; thence North 13° 18' East along said existing right of way line a distance 99.9 feet a point; thence in a Northerly direction along said existing right of way line along a curve to the left having a radius of 3796.72 feet a distance of 94.9 feet to the point of beginning; thence North 88° 25' West a distance of 12.1 feet to a point on the proposed westerly right of way line of Old Missouri Road; thence North 03° 37" East along said proposed right of way line a distance of 40.0 feet to a point; thence South 88° 15' East a distance of 11.9 feet to a point on the existing Westerly right of way line of Old Missouri Road; thence in a Southerly direction along said existing right of way line along a curve to the right having a radius of 3796.72 feet a distance of 40.0 feet to the point of beginning and containing 481 square feet, more or less.

WASHINGTON COUNTY PARCEL# 815-27490-000 BOOK 1221 PAGE 886:
A part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6 in Township 17 North of Range 29 West, and being more particularly described as follows: Beginning at a point 269.25 feet west of the Northeast corner of the said Northeast Quarter of the Southwest Quarter of the Northwest Quarter same being a beginning corner of the lands herein conveyed; thence South 190.75 feet; thence East 60.75 feet; thence North 190.75 feet; thence West 60.75 feet to the place of beginning.

WASHINGTON COUNTY PARCEL# 815-27508-000 BOOK 1221 PAGE 885:
A part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, and being more particularly described as follows: Beginning at a point 269.25 feet West of the Northeast corner of said Southwest Quarter of the Northwest Quarter, same being a beginning corner of the lands herein conveyed; thence South 190 75 feet; thence West 60.75 feet; thence North 190.75 feet; thence East 60.75 feet to the place of beginning.

WASHINGTON COUNTY PARCEL# 815-27511-000 BOOK 1219 PAGE 575:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as follows, to-wit: Beginning at a point which is 208.75 feet West of the Northeast corner of the said ten (10) ace tract for a beginning point of the lands herein conveyed, thence South 208.75 feet, thence East 50 feet, thence North 208.75 feet, thence West 50 feet to the point of beginning. Subject to right-of-way of Caudle Avenue along the North side thereof.
ALSO:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, being more particularly described as follows, to-wit: From the Northeast corner of the said ten acre tract run thence West 269.25 feet, along the North line of said ten acre tract, and South 190.75 feet to the point of beginning of the lands described herein, thence continuing South 18 feet, thence West 60.75 feet; thence North 18 feet, thence East 60.75 feet to the point of beginning.

WASHINGTON COUNTY PARCEL# 815-27513-000 BOOK 1273 PAGE 851:
Part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as beginning at the Northeast corner of said 40 acre tract and running thence South 158 feet, thence West 116.75 feet, thence North 57 feet, thence East 62.25 feet, thence North 101 feet, thence East 54.50 feet to the beginning corner. Subject to Highway Right-of-Way. LESS AND EXCEPT: Part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 north, Range 29 West, being more particularly described as follows, to-wit: Beginning at a point 158 feet South of the Northeast corner of said 40 acre tract, thence West 116.75 feet, thence North 3.50 feet, thence East 116.75 feet, thence South 3.5.0 feet to the point of beginning. IN THE CITY OF SPRINGDALE, ARKANSAS.
Subject to easements of record.

WASHINGTON COUNTY PARCEL# 815-27489-000 BOOK 1221 PAGE 884:
Part of the northeast quarter of the Fractional southwest quarter of the fractional northwest quarter of section 6, township 17 north, range 29 west, and being more particularly described as follows: Beginning at a point which is 158 feet south of the northeast corner of said 10 acre tract, and running thence south 60.75 feet, thence west 158.75 feet, thence north 218.75 feet, to the north line of said fractional 10 acre tract, thence east 42 feet, thence south 154.50 feet, thence easterly to the point of beginning. LESS AND EXCEPT any portion of the above described lands which were heretofore conveyed to Arkansas State Highway Commission, recorded in Book 983 at page 155, Book 983 at page 859, and in Book 988 at page 832. The South 10 feet of the above described lands being subject to use as a public road.
An easement under or across the south 20 feet of the hereinafter described land: A part of the southwest quarter of he northwest quarter of section 6, township 17 north, range 29 west, more particularly described as follows; Beginning at the northeast corner of said 40 acre tract, thence running south 158 feet, thence west 116.75, thence north 57.00 feet, thence east 62.25 feet, thence north 101.00 feet, thence east 54.5 feet to the point of beginning, EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, section 6, township 17 north, range 29 west, described as: Beginning at a point 158 feet south of the northeast corner of said 40 acre tract, thence west 116.75 feet, thence north 3.50 feet, thence east to point of beginning.

WASHINGTON COUNTY PARCEL# 815-27491-000 BOOK 1221 PAGE 884:
Part of the northeast quarter of the Fractional southwest quarter of the fractional northwest quarter of section 6, township 17 north, range 29 west, and being more particularly described as follows: Beginning at a point which is 158 feet south of the northeast corner of said 10 acre tract, and running thence south 60.75 feet, thence west 158.75 feet, thence north 218.75 feet, to the north line of said fractional 10 acre tract, thence east 42 feet, thence south 154.50 feet, thence easterly to the point of beginning. LESS AND EXCEPT any portion of the above described lands which were heretofore conveyed to Arkansas State Highway Commission, recorded in Book 983 at page 155, Book 983 at page 859, and in Book 988 at page 832. The South 10 feet of the above described lands being subject to use as a public road.
An easement under or across the south 20 feet of the hereinafter described land: A part of the southwest quarter of he northwest quarter of section 6, township 17 north, range 29 west, more particularly described as follows: Beginning at the northeast corner of said 40 acre tract, thence running south 158 feet, thence west 116.75, thence north 57.00 feet, thence east 62.25 feet, thence north 101.00 feet, thence east 54.5 feet to the point of beginning, EXCEPT: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, section 6, township 17 north, range 29 west, described as: Beginning at a point 158 feet south of the northeast corner of said 40 acre tract, thence west 116.75 feet, thence north 3.50 feet, thence east to point of beginning.

WASHINGTON COUNTY PARCEL# 815-27493-000 BOOK 1260 PAGE 62:
Part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, described as: Beginning at a point 330 feet South and 158.75 feet West of the Northeast corner of said 40 acre tract, thence North 121.25 feet, thence West 50 feet, thence North 18 feet, thence West 60.5 feet, thence South 18 feet, thence West 60.5 feet, thence South 121.25 feet, thence East 171.0 feet to the point of beginning.

Subject to easements of record, if any.

WASHINGTON COUNTY PARCEL# 815-27512-000 BOOK 1250 PAGE 585:
Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, township 17 North, Range 29 West, described as follows: Beginning at the Northeast Corner of said 10 acre tract and running thence West 54.50 feet for a beginning corner to the lands herein described, running thence West 62.25 feet; thence South 101 feet; thence East 62.25 feet; thence North 101 feet to the place of beginning. In the City of Springdale, Arkansas.

WASHINGTON COUNTY PARCEL# 815-27514-000 BOOK 1219 PAGE 575:
A part of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 6, Township 17 North, Range 29 West, and being more particularly described as follows: Beginning at a point 269.25 feet West of the Northeast corner of said Southwest Quarter of the Northwest Quarter, same being a beginning corner of the lands herein conveyed; thence South 190 75 feet; thence West 60.75 feet; thence North 190.75 feet; thence East 60.75 feet to the place of beginning.

GARVER LLC
4300 SOUTH J.B. HUNT DRIVE
SUITE 240
ROGERS, AR 72758

REV.	DATE	DESCRIPTION	BY
1	12/22	ADDRESS CITY COMMENTS	JRW/JAU
2	05/23	CITY COMMENTS ABOUT UTILITIES	JRW/JAU
3	12/23	SWU COMMENTS ABOUT WATER LINES	JAU

SPRINGDALE
MUNICIPAL AIRPORT
SPRINGDALE, AR
EAST HANGAR
CONSTRUCTION

JOB NO.: 20A13132-02 DATE: 06—4—2024 DESIGNED BY: JAU DRAWN BY: JRW
BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER 2 OF 2
SHEET NUMBER 1

Tract No. 1
July 16, 2024

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **City of Springdale, Arkansas**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), and/or public ingress/egress, paving, over, under or across the hereinafter described land in **Washington County, Arkansas**, to-wit:

PROPERTY DESCRIPTIONS:

Parcel No. 815-28754-000 Washington County, Deed File Book 404, Page 301.

PERMANENT WATER EASEMENT DESCRIPTION :

A part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of the said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); thence N 02°16'51" E along the West line of said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) a distance of 47.15 feet; thence leaving said West line S 87°24'21" E a distance of 39.48 feet to the East right of way of Powell Street being the POINT OF BEGINNING; thence leaving said East right of way S 87°24'21" E a distance of 9.93 feet; thence S 44°47'30" E a distance of 27.96 feet; thence S 87°30'12" E a distance of 429.92 feet; thence N 02°24'49" E a distance of 5.81 feet; thence S 87°35'11" E a distance of 20.00 feet; thence S 02°24'49" W a distance of 5.83 feet; thence S 87°30'04" E a distance of 26.18 feet; thence S 65°05'11" E a distance of 21.80 feet; thence S 87°43'19" E a distance of 399.52 feet; thence N 02°25'13" E a distance of 4.95 feet; thence S 87°34'47" E a distance of 20.00 feet; thence S 02°31'02" W a distance of 24.96 feet to the South line of that property described in Record Book 404, Page 301; thence N 87°34'43" W along said South line a distance of 425.87 feet; thence leaving said South line N 65°05'11" W a distance of 19.19 feet; thence N 87°30'12" W a distance of 481.89 feet; thence N 44°47'30" W a distance of 28.08 feet to said East right of way; thence N 02°12'20" E along said East right of way a distance of 19.93 feet to the POINT OF BEGINNING, containing 19,152 square feet or 0.44 acres, more or less. As shown on Exhibit A.

ALSO

PERMANENT SEWER EASEMENT DESCRIPTION :

A part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of the said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼); thence N 02°16'51" E along the West line of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) a distance of 47.15 feet; thence leaving said West line S 87°24'21" E a distance of 39.48 feet to the East right of way of Powell Street; thence N 02°12'20" E along said East right of way a distance of 124.37 feet to the POINT OF BEGINNING; thence N 02°12'20" E along said East right of way a distance of 20.00 feet; thence S 87°31'06" E a distance of 372.60 feet; thence S 02°28'54" W a distance of 20.00 feet; thence N 87°31'06" W a distance of 372.50 feet to the POINT OF BEGINNING, containing 7,451 square feet or 0.44 acres, more or less. As shown on Exhibit A.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s), and/or sewer collection or force main line(s), and/or public ingress/egress, paving, and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

Grantee shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines, and appurtenances as may be required in the future, and maintaining, and removing said pipelines and appurtenances. Grantee shall have and is hereby granted the further right at all time to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of Grantee, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

The Grantor or its successors shall not cause to be constructed any buildings, structures or other improvements (other than fences, driveways, and paved parking areas) within the above described easement, and no trees shall be planted by Grantor or its successors on said easement. Grantor or its successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this permanent easement by virtue of Grantee's exercise of the rights under this agreement.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right-of-way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be **EXCLUSIVE** and that Grantor or its successors shall convey no parallel rights to any person, utility or corporation on, across or under said right-of-way without the express written permission of Grantee.

The cash consideration hereinabove mentioned is paid by Grantee and accepted by Grantor as full and total payment for the easement and right-of-way, all trees, undergrowth, trimmed or removed from said lands during the construction and maintenance of Grantee's facilities, and for all other rights and privileges hereinabove set forth.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right-of-way is finally abandoned.

And Grantor agrees to forever warrant and defend the above-described easements and rights unto said Grantee against all legal claims.

IN WITNESS WHEREOF, the hand(s) and seal(s) of Grantor is/are hereunto set, this the _____ day of _____, 20____.

City of Springdale, Arkansas

By: _____

By: _____

(Printed Name / Title)

(Printed Name / Title)

ACKNOWLEDGMENT

STATE OF ARKANSAS }
 }SS
COUNTY OF WASHINGTON }

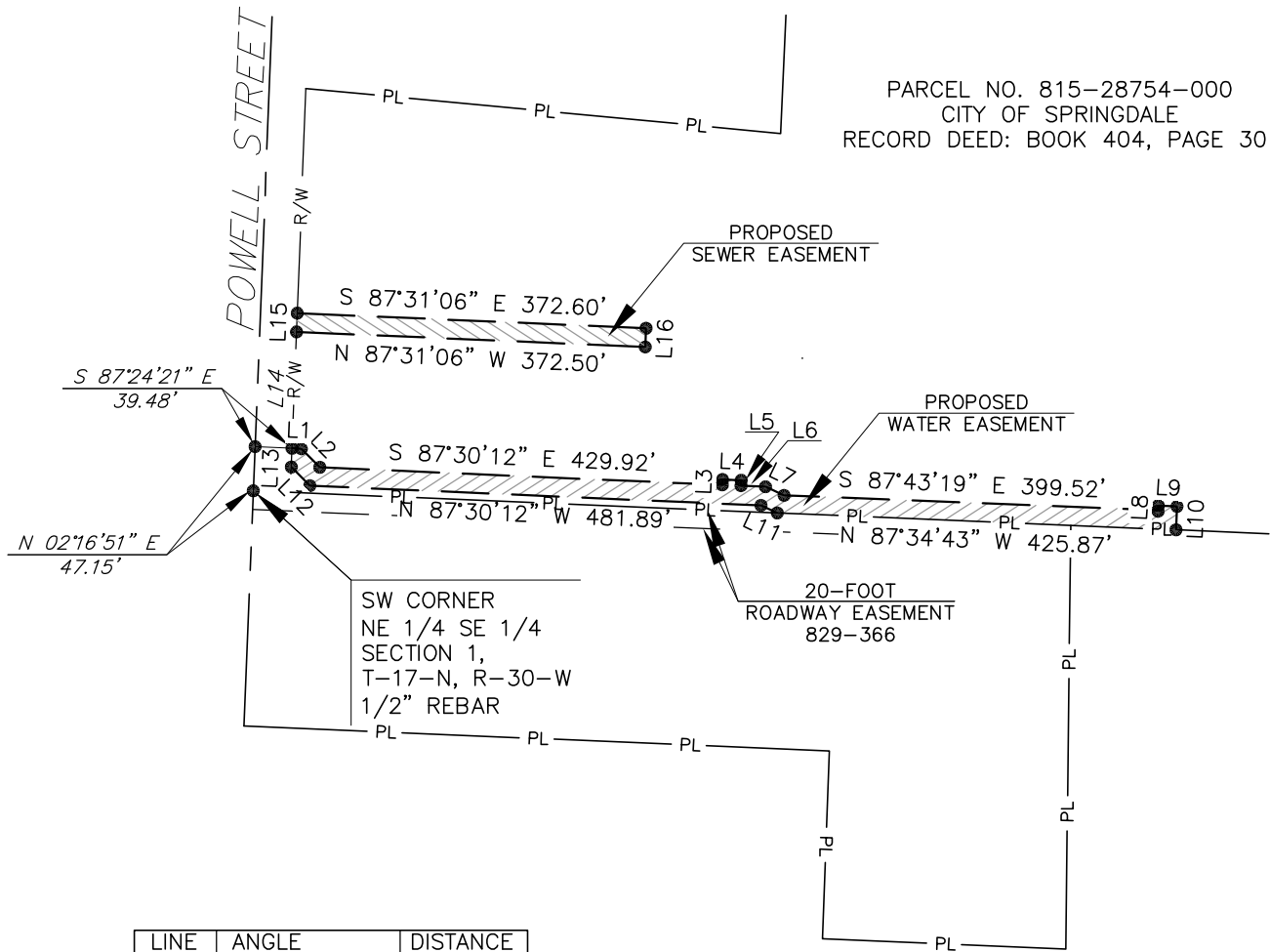
On this the _____ day of _____, 20____, before me, _____, the undersigned Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, who acknowledged himself/herself/themselves to be respectively, the _____ of **City of Springdale, Arkansas**, and that he/she/they, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

PARCEL NO. 815-28754-000
CITY OF SPRINGDALE
RECORD DEED: BOOK 404, PAGE 301



LINE	ANGLE	DISTANCE
L1	S 87°24'21" E	9.93'
L2	S 44°47'30" E	27.96'
L3	N 02°24'49" E	5.81'
L4	S 87°35'11" E	20.00'
L5	S 02°24'49" W	5.83'
L6	S 87°30'04" E	26.18'
L7	S 65°05'11" E	21.80'
L8	N 02°25'13" E	4.95'
L9	S 87°34'47" E	20.00'
L10	S 02°31'02" W	24.96'
L11	N 65°05'11" W	19.19'
L12	N 44°47'30" W	28.08'
L13	N 02°12'20" E	19.93'
L14	N 02°12'20" E	124.37'
L15	N 02°12'20" E	20.00'
L16	S 02°28'54" W	20.00'

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED WATER EASEMENT	19,152	0.44
PROPOSED SEWER EASEMENT	7,451	0.17

LEGEND

PL	PL	EXISTING PROPERTY LINE
R/W		EXISTING RIGHT OF WAY LINE
		EXISTING EASEMENT LINE
		PROPOSED EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

SPRINGDALE MUNICIPAL AIRPORT
SPRINGDALE, ARKANSAS

ASG POWELL HANGAR RECONSTRUCTION
SITE DEVELOPMENT



JOB NO.
22A13131

DATE
JULY 16, 2024

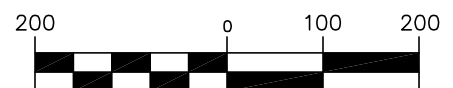
"EXHIBIT A"

TRACT
Page 180 1



BEARINGS - GRID
ARKANSAS NORTH ZONE

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT
FOR NORTH 56th STREET EXTENSION**

WHEREAS, The City of Springdale contracted with Olsson for the design of the N. 56th Street Extension project from Elm Springs Road to County Line Road; and

WHEREAS, Construction Phase Services and Materials Testing will be needed when construction begins, and Olsson was selected as the most qualified firm; and,

WHEREAS, Additional professional services are needed in the design phase, including the roundabout alternatives analysis, detention basin study, trail lighting, and easement staking,

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

Section 1. The Mayor and City Clerk are authorized to execute a contract amendment with Olsson, Inc. in the amount of \$657,140.80 for N. 56th Street Extension to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this 13th day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**CONTRACT AMENDMENT NUMBER 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
OLSSON, INC.
for

N. 56TH STREET RECONSTRUCTION
(Elm Springs Road to W. County Line Road)
AND
W. COUNTY LINE ROAD TRAIL
(Shaw Family Park to N 56th Street)

July 2024**

This CONTRACT AMENDMENT is hereby attached to and made a part of the Professional Services Agreement dated March 21, 2022, between CITY OF SPRINGDALE, ("CITY") and Olsson, Inc. ("CONSULTANT") providing for professional services. CONSULTANT'S Scope of Services for the Amendment is indicated below.

SCOPE OF SERVICES

PROJECT DESCRIPTION: The project includes improvements to approximately 6800 linear feet of existing N 56th Street beginning about 230 feet north of Elm Springs Road, extending north, to approximately 450 feet north of W. County Line Road and approximately 1400 linear feet of W. County Line Road from 900 feet west of N 56th Street to 500 feet east of N 56th Street. The project also includes 3750 linear feet of multi-use trail along the north side of County Line Road from the Shaw Family Park, east, to approximately 900 feet west of N. 56th Street. N 56th Street will consist of full reconstruction to a 4-lane roadway, both divided and undivided. W. County Line Road will be reconstructed to a three-lane roadway. Normal urban roadway amenities including curb and gutter, enclosed storm drainage, shared use paths, sidewalks, driveways, earthwork, seed, sod, street lighting, pavement marking, and signage are included in the project. A roundabout is proposed at the intersection of the two roadways. A 48-inch water line is being constructed along N. 56th Street under a separate contract.

DESIGN PHASE SERVICES

Throughout the design phase of the project, additional work was requested by the CITY and conducted by the CONSULTANT. The additional work consisted of the following tasks.

- Roundabout Alternative Analysis
- Roundabout Eastbound Right Turn Lane Addition
- Detention Basin Study
- Trail Lighting along N 56th Street
- Staking of ROW and Easements

CONSTRUCTION PHASE SERVICES - CONSULTANT will provide construction phase services including project administration, part-time observation, and materials testing as described on the following pages.

- Duration of construction is estimated at 15 months (65 weeks).
- Observation is estimated at an average of 20 hours per week (including travel time) for the duration of construction. (1300 observation hours)

PHASE 100: Construction Administration

- Attend pre-construction meeting conducted by the City.
- Perform review of shop drawings and materials submittals and issue back to the City and Contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings (15 meetings, one per month, are assumed), schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Prepare up to 4 Change Orders requiring plan revisions.
- Receive contractor requests for interpretation or clarification on the intent of the contract documents during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Conduct field survey of the as-constructed storm drainage system, including structure location, top and invert elevations. Provide additional as-constructed survey (up to 24 hours) of locations where construction had major deviations from the plans.
- Provide post-construction documentation including final statement of costs and Record Drawings. The Record Drawings shall be based on the as-built survey, and red-line drawings of field changes provided by the contractor.

PHASE 200: Construction Observation

- See the attached "Duties of Resident Project Representative"
- Construction Observer(s) to review plans and construction documents and create appropriate field documentation books.
- Perform part-time construction observation (estimated at an average of 20 hours per week) and document the work in progress based on those observations.
- Compile a diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed based on the part-time observation.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance based on the part-time observation.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.

PHASE 300: Materials Testing

- Provide construction materials testing and reporting in accordance with the testing frequencies outlined below including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt as detailed below:

Pavement Subgrades – The subgrades within the footprint of the proposed pavement areas will be evaluated with respect to stability and moisture content. The subgrades will be proof rolled with heavy construction equipment prior to placement of fill and following construction of the pavement areas. Field density tests will be performed in the base and surface courses of asphaltic concrete pavements. To evaluate results of the field density tests, samples of the base and surface mixes delivered to the site will be obtained for laboratory testing.

Fill Placement – CONSULTANT will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors, Atterberg limits, and P-#200 tests will be performed to classify and determine physical properties of the proposed fill materials. CONSULTANT will observe and perform field density tests on structural fill placed within the footprint of the proposed pavement areas.

- CONSULTANT has assumed a total of 4 standard Proctor, Atterberg Limit, and Sieve Analysis tests

Utility Backfill – CONSULTANT will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of utility trenches, and/or along segments of foundation walls. CONSULTANT has based this proposal with testing being performed at a minimum of:

- Every 150 LF of trench in structural areas
- Every 2 feet vertically for utilities

Exterior Concrete – Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from concrete flatwork and structures. Cylinders will be cast from the concrete for compressive strength testing.

- CONSULTANT has assumed a total of 347 compressive strength tests.

Aggregate Base Course - Aggregate Base course shall be prepared as specified in section 203. If the specified compacted depth of the base course exceeds 8 inches, the base shall be constructed in two or more layers of approximately equal thickness. The material shall be spread the same day that it is hauled. Spreading shall be performed in such a manner that no segregation of course and fine particles nor nests or hard areas caused by dumping the aggregate on the subgrade will exist. The material in each course shall be compacted to a density, not less than 95% of the maximum density determined in the laboratory by AASHTO T 180 or ASTM D1557. The aggregate shall be compacted across the full width of application.

- Each lift of aggregate base course shall be tested every 150 LF.
- CONSULTANT assumes two proctors, Atterberg limits and sieve analysis tests.

Asphaltic Concrete – CONSULTANT will perform field density tests on each lift of the base and surface courses of asphaltic concrete pavement. CONSULTANT will establish a rolling pattern to achieve the required density of each lift of material. In addition, CONSULTANT will core the asphaltic concrete base and surface courses and run lab tests for core densities and thicknesses.

- CONSULTANT is assuming two sets of lab tests will be completed for asphaltic mix design verification: one for binder mix, and one for the surface course.

Reporting - CONSULTANT'S professionals will prepare typed reports summarizing and presenting test results and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the reports will be provided daily to the designated field representative if requested.

Reports will be reviewed by our Construction Manager and transmitted to the City, and General Contractor.

Assumptions, Exclusions and Additional Services

- CONSULTANT is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. CONSULTANT sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. CONSULTANT will notify the CITY if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services
- Construction staking is NOT included in this scope
- SWPPP inspections and documentation are the responsibility of the contractor.

- Plant inspections (asphalt/concrete/precast) have not been included in this estimate.
- No services after completion of the construction phase are included, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period (if any). Such services can be contracted later if requested by the CITY.
- Estimate for observation and testing is based on 15 months (65 weeks) of construction. Observation is estimated at an average of 20 hours per week including travel time. Time required beyond the estimated days may require a contract amendment.
- Labor for lab testing is included in the unit price for the test.
- CONSULTANT assumes attending monthly progress meetings during construction, for a maximum of 15 progress meetings (one per month). Progress meetings will be coordinated by the contractor with agenda and minutes generated by the contractor.
- Any services not specifically detailed in the scope.

SCHEDULE FOR CONSULTANT'S SERVICES

Unless otherwise agreed, CONSULTANT expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	October 2024
Anticipated Completion Date:	January 2026

CONSULTANT will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, CITY shall pay CONSULTANT the following fee in addition to the fee(s) set forth in the Agreement:

CITY shall pay to CONSULTANT for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s). Olsson shall submit invoices monthly and payment is due within 30 days of invoice date. Olsson's Scope of Services in this Amendment will be provided on a time and expense basis not to exceed \$657,140 increasing the not to exceed maximum amount of the original Agreement from \$1,179,000 to \$1,836,140.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson.

IN WITNESS THEREOF, the PARTIES to this AMENDMENT have hereunto set their hands on this ____ day of _____, 2024.

CITY OF SPRINGDALE, ARKANSAS

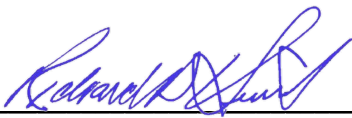
OLSSON, INC.

By: _____

Honorable Doug Sprouse, Mayor
Title

Attest

Denise Pearce, City Clerk
Title

By:  _____

Richard Herrick, P.E. Senior Project Manager
Title

By: _____

Andy Brewer, P.E. Group Leader
Title

CONTRACT AMENDMENT NO 1 - N 56TH STREET IMPROVEMENTS - SPRINGDALE, ARKANSAS DESIGN AND CONSTRUCTION PHASE SERVICES					
FEE SUMMARY BY EMPLOYEE CLASSIFICATION					
Personnel		Total Hr.	2024 \$ Per Hr.	Labor Cost	Total Cost
Project Manager	PM	110	\$305.00	\$33,550	\$33,550.00
		0		\$0	\$0.00
		0		\$0	\$0.00
Senior Engineer	SE	8	\$180.00	\$1,440	\$1,440.00
		0		\$0	\$0.00
		0		\$0	\$0.00
Designer	DES	238	\$155.00	\$36,890	\$36,890.00
Associate Engineer	AE	30	\$120.00	\$3,600	\$3,600.00
Technician	TECH	80	\$100.00	\$8,000	\$8,000.00
Observation Manager	OM	100	\$215.00	\$21,500	\$21,500.00
Observation Admin	OA	40	\$80.00	\$3,200	\$3,200.00
Construction Observer	CO	1392	\$120.00	\$167,040	\$167,040.00
Testing Manager	TM	200	\$150.00	\$30,000	\$30,000.00
Field Testing Technician1	FTT1	675	\$80.00	\$54,000	\$54,000.00
Field Testing Technician2	FTT2	1716	\$70.00	\$120,120	\$120,120.00
Survey Crew	SC	48	\$190.00	\$9,120	\$9,120.00
Senior Suveyor	SS	8	\$170.00	\$1,360	\$1,360.00
Survey Technician	ST	24	\$110.00	\$2,640	\$2,640.00
Design Admin	DA	16	\$100.00	\$1,600	\$1,600.00
Testing Admin	TA	40	\$70.00	\$2,800	\$2,800.00
Blank				\$0	\$0.00
Total Labor Construction Phase Services					\$496,860.00
Labor Adjustment for work in 2025 and 2026		plus 3% for 80% of work in 2025	plus 6% for 10% of work in 2025		\$14,905.80
Total Expenses					\$80,875.00
Design Phase Amendment					\$64,500.00
TOTALS					\$657,140.80
Note: Rates shown are for estimating purposes only; actual billing rate is based on the rate for each individual employee. Fees for individual phases or tasks may exceed the subtotals shown but total fees shall not exceed the total contract fee.					

% of Const	3.7%	Construction Estimate: \$	18,000,000.00
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FEE SUMMARY BY MAJOR TASK					
Task		Hours	Labor	Expenses	Total
		0	\$ -		\$ -
100	Construction Administration	794	\$ 133,940.00	\$ 1,140.00	\$ 135,080.00
200	Construction Observation	1300	\$ 156,000.00	\$ 27,875.00	\$ 183,875.00
300	Materials Testing	2631	\$ 206,920.00	\$ 51,860.00	\$ 258,780.00
	Adjustment for work in future years		\$14,905.80		\$ 14,905.80
	Design Phase Amendment		\$ 64,500.00		\$ 64,500.00
	TOTALS	4725	\$ 576,265.80	\$ 80,875.00	\$ 657,140.80

CONTRACT AMENDMENT NO 1 - N 56TH STREET IMPROVEMENTS - SPRINGDALE, ARKANSAS - DESIGN AND CONSTRUCTION PHASE SERVICES																				
	Hourly Rate ---->>>	\$305.00	\$180.00	\$155.00	\$120.00	\$100.00	\$215.00	\$80.00	\$120.00	\$150.00	\$80.00	\$70.00	\$190.00	\$170.00	\$110.00	\$100.00	\$70.00			
		Design Staff					Observation Staff			Testing Staff			Survey Staff			Design	Testing			
Task																		Total	Total	Subtotal
No.	Description of Work Items / Tasks	PM	SE	DES	AE	TECH	OM	OA	CO	TM	FTT1	FTT2	SC	SS	ST	DA	TA	Manhours	Labor Fee	
																		0	\$0	\$0.00
																		0	\$0	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
100	Construction Administration																	0	\$0	\$0.00
	Pre-Construction Work and Meeting Meeting	4		4			12		52									72	\$10,660	\$10,660.00
	Submittal Review	8	8		30		40	20										106	\$17,680	\$17,680.00
	Progress Meetings (15)	30		30														60	\$13,800	\$13,800.00
	Change Orders (4)	32		120												16		168	\$29,960	\$29,960.00
	Respond to RFIs	16					40	20										76	\$15,080	\$15,080.00
	Final Walk Through,Punch List and Documentation	4		4			8		40				48	8	24			136	\$21,480	\$21,480.00
	As-Built Survey																			
	As-built Plans	16		80		80												176	\$25,280	\$25,280.00
																		0	\$0	\$0.00
		110	8	238	30	80	100	40	92	0	0	0	48	8	24	16	0	794		\$133,940.00
200	Construction Observation																	0	\$0	\$0.00
	Periodic Observation and Reporting								1300									1300	\$156,000	\$156,000.00
																		0	\$0	\$0.00
		0	0	0	0	0	0	0	1300	0	0	0	0	0	0	0	0	1300		\$156,000.00
300	Materials Testing																	0	\$0	\$0.00
	Office Coordination and Reports									200	675	1716					40	2631	\$206,920	\$206,920.00
	Laboratory Testing (see expenses)																	0	\$0	\$0.00
																		0	\$0	\$0.00
		0	0	0	0	0	0	0	0	200	675	1716	0	0	0	0	40	2631		\$206,920.00
	Total Manhours	110	8	238	30	80	100	40	1,392	200	675	1,716	48	8	24	16	40	4,725	\$496,860	
	Total Labor	\$33,550	\$1,440	\$36,890	\$3,600	\$8,000	\$21,500	\$3,200	\$167,040	\$30,000	\$54,000	\$120,120	\$9,120	\$1,360	\$2,640	\$1,600	\$2,800		\$496,860	\$496,860.00
Adjustment for work in future years																				\$14,905.80
Total Expenses																				\$80,875.00
Total Not to Exceed Fee - Construction Phase Services																				\$592,640.80

	Design Services Amendment (from previous documentation)																		Total Fee	
1	Roundabout Alternative Analysis																		\$17,000	
2	Roundabout Eastbound Rt turn lane																		\$16,000	
3	Detention Basin Study																		\$10,800	
4	N 56th Street Trail Lighting																		\$9,700	
5	Stake ROW and Easements																		\$11,000	
	Total for Design Amendment																		\$64,500	\$64,500.00
	Total for Design and Construction Services Contract Amendment No 1.																		\$657,140.80	\$657,140.80

**CONTRACT AMENDMENT NO 1 - N 56TH STREET IMPROVEMENTS - SPRINGDALE, ARKANSAS
DESIGN AND CONSTRUCTION PHASE SERVICES**

EXPENSE SUMMARY

Expenses	Quantity		\$ / UNIT		Cost
Travel, mile (survey)		MILES	\$0.75		\$0.00
Hotel/Lodging		PER NIGHT	\$125.00		\$0.00
Meals		EA	\$15.00		\$0.00
Miscellaneous Expenses (lathe, nails, flags, hubs, guards etc.)		LS	\$100.00		\$0.00
100 Construction Administration					
Travel, mile (car)	600	MILES	\$0.65		\$390.00
Hotel/Lodging		PER NIGHT	\$125.00		\$0.00
Meals		EA	\$15.00		\$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	LS	\$250.00		\$500.00
Survey Expenses	1	LS	\$250.00		\$250.00
200 Construction Observation					
Travel, mile (car)		MILES	\$0.65		\$0.00
Travel, mile, truck		MILES	\$0.75		
Hotel/Lodging		PER NIGHT	\$125.00		\$0.00
Meals		EA	\$15.00		\$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	LS	\$250.00		\$250.00
Observation Trip Charge	325	EA	\$85.00		\$27,625.00
300 Materials Testing					
Travel, mile (car)		MILES			\$0.00
Travel, mile, truck		MILES			\$0.00
Hotel/Lodging		PER NIGHT			\$0.00
Meals		EA.			\$0.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	LS	\$200.00		\$200.00
Materials Testing Trip Charge	725	EA.	\$30.00		\$21,750.00
Compressive strength concrete cylinder 5 per set	347	EA.	\$20.00		\$6,940.00
Standard Proctor Tests (soils)	5	EA.	\$175.00		\$875.00
Atterberg Limit Tests	5	EA.	\$95.00		\$475.00
Sieve Analysis Tests	3	EA.	\$60.00		\$180.00
Agg - Gradation >3/4"	20	EA.	\$140.00		\$2,800.00
Agg - Gradation <3/4"	20	EA.	\$110.00		\$2,200.00
Agg - C127 Specific Gravity	20	EA.	\$150.00		\$3,000.00
Asphalt Mix Design Verification	6	EA.	\$1,200.00		\$7,200.00
Nuclear Density Gauge per day	208	EA.	\$30.00		\$6,240.00
					\$0.00
Subtotal Survey					\$250.00
Subtotal Administration					\$890.00
Subtotal Observation					\$27,875.00
Subtotal Testing					\$51,860.00
TOTAL EXPENSES					\$80,875.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH
GARVER, LLC FOR GRANT RESEARCH AND WRITING
ASSISTANCE FOR SUBMISSION OF A GRANT APPLICATION FOR
FUNDING UNDER THE US DEPARTMENT OF TRANSPORTATION
RECONNECTING COMMUNITIES PILOT PROGRAM**

WHEREAS, the U.S. Department of Transportation issued Notice of Funding Opportunity for continuation of previous rounds for funding assistance under the Reconnecting Communities Pilot Program that the City applied for in 2023; and

WHEREAS, after a debriefing session with staff of the Department of Transportation areas of weakness was identified and additional information needed to strengthen the City's application for the next round of funding; and

WHEREAS, the Planning Department does not have the capacity with current staffing to dedicate adequate time for grant research and writing of the grant application without outside assistance for the program requirements as identified on the attached grant summary; and

WHEREAS, Garver, LLC has staff familiar with the Reconnecting Communities Pilot Program and the City's previous grant applicant and are available to assist the Planning Department with needed grant research and writing assistance.

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

The Mayor and City Clerk are hereby authorized to enter into an agreement, a copy of which is attached and made a part of this resolution as if set forth word or word, with Garver, LLC for grant research and writing assistance for the submission of a Reconnecting Communities Pilot grant in an amount not to exceed \$35,000, to be paid for out of the city's Professional Services account (Planning Professional Services account and Administration Professional Services account).

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Planning & Community Development		Date: 08/01/24
Point of Contact: Patsy Christie	Amount Requested: \$ 25,000	
Date to be Presented to Committee: 08 / 05 / 2024		
Brief Description of Funding Request: Professional services provided by Garver, LLC for grant research and writing assistance for the submission of a Reconnecting Communities Pilot grant. Approved budget amount of \$10,000 requesting additional \$25,000		
Funding Source: (General Fund, Special Fund, etc.) General		
IS IT BUDGETED?		
YES ☐		NO ☐
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature: Patsy Christie		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source



**Agreement
For
Professional Services
City of Springdale, Arkansas
Reconnecting Communities Grant
Assistance
Project No. T20-2301840**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Springdale, Arkansas**, hereinafter referred to as “**Client**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Client and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Client intends to apply for the US Department of Transportation planning grant, “Reconnecting Communities Pilot Grant Program” and requested that Garver assist the city with preparation for this grant (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Client hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Client constitutes Client’s written authorization to proceed with the Services. In consideration for such Services, Client agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Client will pay Garver in accordance with this Section 3 and Exhibit B. Client represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Client on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Client to know with reasonable certainty the proportion of Services accomplished. The Client's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Client shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Client shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Client relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Client with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Client to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Client's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Client shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Client shall give prompt written notice to Garver whenever Client observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Client's performance of its responsibilities under this Agreement.

5.1.4. Client shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Client will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Client shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Client-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Client's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver 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.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Client under Exhibit A (the "**Deliverables**"), shall become the property of Client subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Client hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Client's written request, Garver will furnish to Client copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Client's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Client shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Client's possession or released to others by Client. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Client.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Client fulfilling its payment obligations under this Agreement, Garver hereby grants Client a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Client shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Client's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Client understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Client, Garver will not be required to re-design the Services without additional compensation. In the event Client requires greater assurances as to probable construction cost, then Client agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Client requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Client and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information



provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Client as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Client a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Client may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Client be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Client all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Client, and Client's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Client Indemnity. Subject to the limitations of liability set forth in Section 9.2, Client agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Client or any other party for whom Client is legally liable, in the performance of Client's obligations under this Agreement.



9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Client, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Client respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Client, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Client hereby releases Garver, and Garver releases Client, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Client and Garver, Client hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Client's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Client and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY



IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

- 10.1.3. The site of the arbitration shall be Springdale, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Client shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Client and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client, unless litigation assistance has been expressly included as part of Services. In the event Client requests such services of Garver, this Agreement shall be amended in writing by both Client and Garver to account for the additional services and resulting cost in accordance with Section 4.



11. TERMINATION

- 11.1. Termination for Convenience. Client shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Client shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Client, Client shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Client and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Client nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Client and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall



be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Client and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Client signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

Signatures follow



IN WITNESS WHEREOF, Client and Garver have executed this Agreement effective as of the date last written below.

City of Springdale, Arkansas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Todd Mueller
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 8/1/24

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services:

- 1.1.1 Grant Research and Writing Assistance to the City of Springdale in pursuit of a US Department of Transportation Reconnecting Communities Pilot Program.
- 1.1.2 Grant assistance shall be performed as instructed by the City of Springdale and shall include, but is not limited to the following:

Grant Research:

- Research the differences between 2023 and 2024 Notices of Funding Opportunity (NOFO)
- Provide and analyze relevant Census data to support the grant
- Compile and analyze other local and regional studies and grants that can be cited as support for this grant
- Compile and meet with key stakeholders
- Prepare Specialized Census Mapping and Analysis

Grant Writing and Coordination:

- Drafting of Grant Narrative and Criteria
- Create accompanying figures, graphs, and maps
- Formulate Grant Budget and required cost estimates
- Complete required technical forms

Meetings with City Staff:

- Meetings and Coordination with Staff throughout the project

1.2 In addition to those obligations set forth in the Agreement, Client shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Client outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Client. Such documents or data will be returned upon completion of the Services or at the request of Client.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Client may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Client has contracted with, on Client's behalf for the project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Grant Assistance</i>	\$35,000	RATE SCHEDULE
TOTAL FEE	\$35,000	

The Client will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$35,000. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about June 1, 2025. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Client notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Client may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



Exhibit B
City of Springdale, AR
Reconnecting Communities Grant Assistance
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 135.00	RS-1	\$ 108.00
E-2	\$ 157.00	RS-2	\$ 143.00
E-3	\$ 180.00	RS-3	\$ 202.00
E-4	\$ 211.00	RS-4	\$ 278.00
E-5	\$ 257.00	RS-5	\$ 348.00
E-6	\$ 316.00	RS-6	\$ 428.00
E-7	\$ 439.00	RS-7	\$ 478.00
Planners		Environmental Specialists	
P-1	\$ 120.00	ES-1	\$ 108.00
P-2	\$ 136.00	ES-2	\$ 136.00
P-3	\$ 152.00	ES-3	\$ 174.00
P-4	\$ 189.00	ES-4	\$ 205.00
P-5	\$ 230.00	ES-5	\$ 258.00
Designers		ES-6	\$ 331.00
D-1	\$ 123.00	ES-7	\$ 414.00
D-2	\$ 140.00	ES-8	\$ 468.00
D-3	\$ 167.00	Project Controls	
D-4	\$ 200.00	PC-1	\$ 110.00
D-5	\$ 246.00	PC-2	\$ 146.00
Technicians		PC-3	\$ 186.00
T-1	\$ 99.00	PC-4	\$ 238.00
T-2	\$ 119.00	PC-5	\$ 291.00
T-3	\$ 145.00	PC-6	\$ 376.00
T-4	\$ 187.00	PC-7	\$ 472.00
Surveyors		Management / Administration	
S-1	\$ 60.00	AM-1	\$ 78.00
S-2	\$ 80.00	AM-2	\$ 100.00
S-3	\$ 108.00	AM-3	\$ 139.00
S-4	\$ 154.00	AM-4	\$ 178.00
S-5	\$ 195.00	AM-5	\$ 218.00
S-6	\$ 227.00	AM-6	\$ 283.00
S-7	\$ 269.00	AM-7	\$ 363.00
S-8	\$ 339.00	M-1	\$ 530.00
2-Man Crew (Survey)	\$ 234.00		
3-Man Crew (Survey)	\$ 293.00		
2-Man Crew (GPS Survey)	\$ 289.00		
3-Man Crew (GPS Survey)	\$ 359.00		
Construction Observation			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 277.00		

Exhibit B**City of Springdale, AR
Reconnecting Communities Grant Assistance****Grant Assistance**

WORK TASK DESCRIPTION	P-1	P-3	P-4	ES-3	E-4	E-6	AM-3
	\$120.00	\$152.00	\$189.00	\$174.00	\$211.00	\$316.00	\$139.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination		8	3		1		
Quality Control Review	3	5	8	0.5	2	1	1
Submittals to Client			3		1	1	
Subtotal - Project Management	3	13	14	0.5	4	2	1
2. Grant Research							
Research the differences between 2023 and 2024 NOFOs		10					
Pull New Census Data and Analyze		5		5			
Compile and analyze other local and regional studies and grants that can be cited as support for this grant	1	3	2				1
Compile stakeholders list			1				
Meetings with key Stakeholders		2	2			2	
Specialized Census data mapping and analysis				5			
Subtotal - Grant Research	1	20	5	10	0	2	1
3. Grant Writing and Coordination							
Drafting of Grant Narrative and Criteria	4	32	15		10	4	
Create accompanying figures, graphs, and maps	3.5	2		10			
Formulate Budget and Cost Estimates					4	1	
Complete required technical forms							4
Subtotal - Grant Writing and Coordination	7.5	34	15	10	14	5	4
4. Meetings with City Staff							
Meetings and Coordination with Staff throughout the project		12	12		2	4	1
Subtotal - Meetings with City Staff	0	12	12	0	2	4	1

Hours	11.5	79	46	20.5	20	13	7
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Salary Costs	\$1,380.00	\$12,008.00	\$8,694.00	\$3,567.00	\$4,220.00	\$4,108.00	\$973.00
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SUBTOTAL - SALARIES:	\$34,950.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$50.00
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TOTAL FEE:	\$35,000.00
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**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

RESOLUTION NO._____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF BUDGETING SOFTWARE FOR THE CITY OF
SPRINGDALE, ARKANSAS**

WHEREAS, the Springdale City Clerk’s Office is currently preparing for the 2025 Budget of the City of Springdale, Arkansas, and

WHEREAS, the City of Springdale is in need of a new, updated budgeting software to ensure the upcoming budget process is completed in a timely manner, and

WHEREAS, after researching software options, the Springdale City Clerk’s Office would like to move forward with ClearGov, a digital budget book software, to save time, strengthen collaboration across city departments, and to elevate the city’s presentation of the upcoming budget, and

WHEREAS, the total cost this year for ClearGov will be \$8,941.67, which includes activation, onboarding, and training, to be paid for out of the city’s Unrestricted General Fund (*Miscellaneous Account*, under Administration), and

WHEREAS, ClearGov is available on the Arkansas State Buy Board.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to enter into contract with ClearGov for the purchase of a budgeting software with an initial cost of \$8,941.67, to be paid for out of the city’s Unrestricted General Fund (*Miscellaneous Account*, under Administration).

PASSED AND APPROVED this 13th day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Admin - City Clerk		Date: 08/1/2024
Point of Contact: Cody Loerts	Amount Requested: \$ 8941.67	
Date to be Presented to Committee: 08 / 05 / 2024		
Brief Description of Funding Request: Budgeting software to streamline budgeting processes and budget book production.		
Funding Source: (General Fund, Special Fund, etc.) General Fund		
IS IT BUDGETED?		
YES ☐		NO ☒
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature:		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☒ Buy Board ☐ Sole Source

Created by	Ryan Wilson
Contact Phone	(901) 937-9735
Contact Email	rwilson@cleargov.com

Order Date	Jul 25, 2024
Order valid if signed by	Aug 6, 2024

Customer Information					
Customer	City of Springdale	Contact	Cody Loerts	Billing Contact	
Address	201 Spring Street	Title	Finance Director	Title	
City, St, Zip	Springdale, AR 72764	Email	cloerts@springdalear.gov	Email	
Phone	479-750-8114			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	\$ 8,100.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 2	\$ (2,025.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 6,075.00
Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition	Tier 2	\$ 14,100.00
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 2	\$ 12,800.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 2	\$ 8,600.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 2	\$ (8,875.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 26,625.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Sep 1, 2024	Sep 1, 2024	ClearGov Setup Services
Pro-Rata	Sep 1, 2024	Dec 31, 2024	ClearGov Subscription Services
Initial	Jan 1, 2025	Dec 31, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Sep 1, 2024	\$ 6,075.00	One Time Setup Fee
Sep 1, 2024	\$ 2,866.67	4 Month Pro-Rata Subscription Fee for DBB
Jan 1, 2025	\$ 26,625.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		

Billing Terms and Conditions		
Valid Until	Aug 6, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Cody Loerts
Title	Finance Director

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 110,
ARTICLE VI, OF THE CODE OF ORDINANCES
OF THE CITY OF SPRINGDALE, ARKANSAS.**

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

WHEREAS, Chapter 110, Article VI, of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to include definitions and other minor revisions pertaining to the assignment of, and amendment to, street names in the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale City Council on August 13, 2024, after notice was given of said hearing as currently required by Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Section 110-131 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-131. – Purpose; Definitions.

This article establishes a system for assigning street names and address numbers which will assist the public and private sector in locating individual streets, buildings and places in any easy and logical manner and for the protection of public health and safety of all persons living, working or visiting in the city. In the application of this subchapter, the following definitions shall apply:

- (a) Complete street name. A complete street name is composed of some or all of the following elements; Street Name Pre Directional, Street Name, Suffix, Street Name Post Directional. Other elements may be required per NENA or USPS addressing standards.
- (b) Street name pre-direction. A word preceding the Street Name element that indicates the direction taken by the street from an arbitrary starting point or line, or the sector where it is located. Example: “N” in “N. Thompson St.” or “E” in “E. Robinson Ave.”
- (c) Street name. The element of the complete street name that identifies the particular street (as opposed to any street types, directional, and modifiers)

- (d) Street suffix or post type. A word or phrase that follows the Street Name element and identifies a type of thoroughfare in a complete street name. Example: "Avenue" in "W. Sunset Avenue".
- (e) Street name post-direction. A word following the Street Name element that indicates the direction taken by the street from an arbitrary starting point or line, the sector where it is located or denotes a physical division (by median, open space, alleyways, or buildable areas) of a street within a development. Example: "W" in "Founders Park Dr. W"
- (f) NENA. National Emergency Number Association
- (g) USPS. United States Postal Service

Section 2: Section 110-134 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-134. Street names.

- (a) *Street.* For the purposes of this article, the word "street" shall mean all roadways, public and private, open for general public travel. ~~Access drives to apartment and commercial complexes shall not be considered as streets and shall not be named as such.~~
- (b) *East/west, north/south, collector, arterial streets.* Streets running east and west shall be identified with the suffix "avenue" with the exception of the major east and west streets that have an interchange intersection with Interstates ~~540~~ 49 and those streets running east and west that are built with or modified to contain medians may be designated "parkway". Streets running north and south shall be identified with the suffix "street" with the exception of those streets running north and south that are built with or modified to contain medians may be designated "boulevard". Collector and arterial streets running north/south and west of 40th Street shall be given a numbered designation equal to their grid reference divided by 100.
- (c) *State, federal highways as streets.* Streets which are also state or federal highways will be identified by their local street name followed by their state or federal designation in parentheses on the official street name and address reference map, for example, "S. Thompson St. (Ark. 71B)."
- (d) *Cul-de-sac.* Cul-de-sac streets which have only one entrance/exit shall not be called "avenue" or "street," but shall have a suffix name such as "cove," "lane," "place" or "terrace" to indicate their dead-end nature.

- (e) *Loop streets.* Loop streets are circular or rectangular streets which begin at one point and end at another point along a common street and do not connect to any other streets. The street name suffixes on these streets must not be "street" or "avenue," but shall be "loop," "circle," "court" or other name indicating a closed street layout.
- (f) *Street name index.* An official street name index shall be maintained which shall list every named street on the map with an alphanumeric reference to assist users in locating streets on the map.
- (g) *Private streets.* When private streets require names for addressing or other purposes the street suffix shall be "Drive" or "Dr."
- (h) *Alley.* A narrow street or walk, specif., a lane behind or alongside a row of buildings or between two rows of buildings that face on adjacent streets or open spaces. Alleys shall require an approved street name when used as the primary access to a residential or other structure. The street suffix or post type for Alleys required to be named by this section shall be "Alley".
- (i) *Special characters.* Street names with special characters are prohibited. Special characters are any characters which are not letters or numbers. They include but are not limited to, #, @, !, *, ' , -. Roman numerals, or any letters not found in the English alphabet.

Section 3: Section 110-137 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

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

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

(c) *Address number assignment, timing.* Addresses shall be assigned by the Information Technology Division (or other staff as appointed by the Mayor) as follows:

- (1) *Residential, Commercial, or Industrial Subdivisions.* Addresses shall be assigned within 10 business days of the final plat acceptance by the city council.
- (2) *Residential, Commercial, or Industrial Developments (Large Scale, Non-Large Scale).* Addresses shall be assigned within 10 business days of approval by the planning commission.
- (3) *All other assignments.* All other addresses, including but not limited to: utility meters, suite/unit assignments, out-lot/single lot assignments; once requested, the address(s) shall be assigned within 5 business days unless otherwise prohibited.
- (4) *Exceptions.* Addresses may be assigned to a subdivision or development at any time if the addresses are required as part of a State or Federal review, application, or approval process. Street name approvals, if any, will need to be obtained from the Information Technology Division (or other staff as appointed by the Mayor) prior to address assignment. Once requested, addresses shall be assigned within 10 business days.

(d) No plat establishing street names shall be filed with the county recorder's office prior to obtaining street name approval from the Information Technology Division (or other staff as appointed by the Mayor).

Section 4: All other provisions of Chapter 110 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

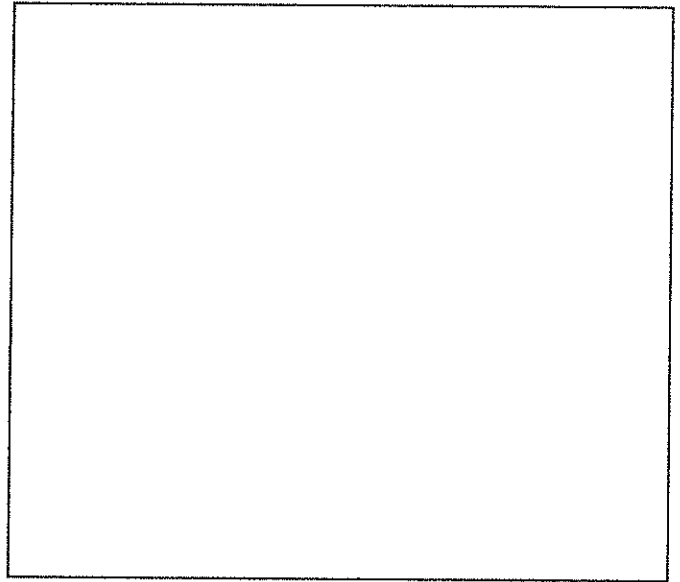
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____



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

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

PROPERTY OWNER: Brick City Capital, LLC

LEGAL DESCRIPTION: Lots 8, 9, 10, 11, 12 and 35 feet of equal and uniform width off the West
side of Lot 13, Block 5, of the Picnic Addition, to the City of Springdale, Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 608 E. Allen Avenue

PARCEL NO.: 815-24897-000

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

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

\$348.32 clean-up costs and \$22.53 administrative costs – 608 E. Allen Avenue

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing
in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these
properties to collect the amounts expended by the City in cleaning up these properties;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF
SPRINGDALE, ARKANSAS**, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the
following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent
taxes and collected accordingly:

\$370.85 plus 10% for collection – 608 E. Allen Ave. (815-24897-000)

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

PASSED AND APPROVED this 13rd day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2402453



Date: 05/30/2024
Status: Abated
Property: 608 E ALLEN AVE
City, State, Zip: ,

Officer on Site: Randy Glenn
Abatement Type: Lien
Abatement Date: 05/30/2024
Abatement Start Time: 1000
Abatement End Time: 1015

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$30.00
Equipment Rate	\$200.00
Total Fee: \$348.32	

Method of Compliance: Removal of unsightly and unsanitary conditions around dumpster area in indoor furniture and mattresses.

Randy Glenn
Code Enforcement Officer

05/30/2024
Date



Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

July 1, 2024

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

Brick City Capital
297 N. Double Springs Drive
Farmington, AR 72730

RE: Notice of clean-up lien on property located at 608 E. Allen Ave., Springdale,
Washington County, Arkansas, Tax Parcel No. 815-24897-000

Dear Property Owner/Lienholder:

On May 21, 29 and 30th 2024, a notice was posted on property located at 608 E. Allen Ave., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on March 22, 2024 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 10, 2024. As of this date, the total costs incurred by the City of Springdale to clean this property are \$348.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 7, 2024 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 13, 2024, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$355.85, which includes \$348.32 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

This letter is also being mailed by regular mail to Brick City Capital at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Cate', with a stylized flourish at the end.

Ernest B. Cate
City Attorney

Enclosures
EBC:dp

Tracking Number:

Remove X

9589071052700141425202

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Feedback

Latest Update

Your item has been delivered to the original sender at 12:39 pm on August 5, 2024 in SPRINGDALE, AR 72764.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

SPRINGDALE, AR 72764
August 5, 2024, 12:39 pm

Redelivery Scheduled for Next Business Day

SPRINGDALE, AR 72764
August 3, 2024, 7:27 am

Arrived at USPS Regional Facility

FAYETTEVILLE AR DISTRIBUTION CENTER
August 2, 2024, 5:31 pm

Departed USPS Regional Facility

LITTLE ROCK AR DISTRIBUTION CENTER
August 1, 2024, 9:35 am

Arrived at USPS Regional Facility

LITTLE ROCK AR DISTRIBUTION CENTER

- August 1, 2024, 4:37 am
- **Unclaimed/Being Returned to Sender**
FARMINGTON, AR 72730
July 23, 2024, 10:03 am
- **Reminder to Schedule Redelivery of your item**
July 10, 2024
- **Notice Left (No Authorized Recipient Available)**
FARMINGTON, AR 72730
July 5, 2024, 2:08 pm
- **Arrived at USPS Regional Facility**
FAYETTEVILLE AR DISTRIBUTION CENTER
July 2, 2024, 7:41 pm
- **Hide Tracking History**

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

The City Council of the City of Springdale met in regular session on Tuesday, July 23, 2024 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Taldo	Ward 4 (Zoom)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1 (Absent)
Rex Bailey	Ward 2
Randall Harriman	Ward 1 (Absent)
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Frank Gamble	Police Chief
Blake Holte	Fire Chief
Patsy Christie	Planning Director
Ben Peters	Engineering Director
Colby Fulfer	Chief of Staff
Mike Chamlee	Buildings Director
Ron Findley	Neighborhood Services Director
James Smith	Public Works Director
Anne Gresham	Library Director

PUBLIC HEARING ON AN ORDINANCE TO VACATE A PORTION OF PURSELL STREET (PETITIONER: CITY OF SPRINGDALE)

No comments were made at the public hearing.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the July 9, 2024 City Council meeting be approved as presented. Council Member Powell made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Overton 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, motion carried unanimously by 6-0.

RESOLUTION NO. 88-24 – APPROVING THE APPOINTMENT OF CLEMENT OGUNYEMI TO THE SPRINGDALE PLANNING COMMISSION OF THE CITY OF SPRINGDALE, ARKANSAS

Mayor Doug Sprouse presented a Resolution approving the appointment of Clement Ogunyemi to the Springdale Planning Commission of the City of Springdale, Arkansas.

RESOLUTION NO. ____

**A RESOLUTION APPROVING AN APPOINTMENT TO
THE SPRINGDALE PLANNING COMMISSION**

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

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

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

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

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

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

The Resolution was numbered 88-24.

ORDINANCE NO. 5979 – (R24-28) REZONING 7.71 ACRES OWNED BY SUMMIT BAPTIST CHURCH OF SPRINGDALE LOCATED AT 305 S. 48TH STREET, FROM A-1 TO P-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance (R24-28) rezoning 7.71 acres owned by Summit Baptist Church of Springdale, located at 305 S. 48th Street, from A-1 to P-1; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5979.

ORDINANCE NO. 5980 – (R24-29) REZONING 67.69 ACRES OWNED BY THE STATE OF ARKANSAS LAW ENFORCEMENT TRAINING ACADEMY LOCATED AT 3424 S. DOWNUM ROAD, FROM A-1 TO P-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance (R24-29) rezoning 67.69 acres owned

by the State of Arkansas Law Enforcement Training Academy located at 3424 S. Downum Road, from A-1 to P-1; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5980.

ORDINANCE NO. 5981 – (R24-32) REZONING 1.42 ACRES OWNED BY FRESH START PROPERTIES, LLC, LOCATED AT 2353 LOWELL ROAD, FROM MF-16 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance (R24-32) rezoning 1.42 acres owned by Fresh Start Properties LLC, located at 2353 Lowell Road, from MF-16 to C-2; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5981.

ORDINANCE NO. 5982 – (R24-33) REZONING 1.5 ACRES OWNED BY SURYAH DEVELOPMENTS, INC., LOCATED AT 1830 WAGON WHEEL ROAD, FROM A-1 TO C-1

Planning Director Patsy Christie presented an Ordinance (R24-33) rezoning 1.5 acres owned by Suryah Developments, Inc., located at 1830 Wagon Wheel Road, from A-1 to C-1.

Planning Commission recommended approval at their meeting.

A conditional use appeal for this property was heard and tabled at the last city council meeting to tonight’s meeting. The conditional use appeal request by Time Wellness AR, LLC for consideration has been withdrawn from tonight’s meeting.

Bruce Applegate who lives on Callahan Mountain spoke to council and urged them to keep residential in that area.

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

After the vote was taken, motion carried unanimously by 5-1 (Fougrousse voting no).

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

After the vote was taken, motion failed 5-0-1 (Fougerousse abstaining).

The Ordinance was numbered 5982.

ORDINANCE NO. 5983 – (R24-34) REZONING 25.93 ACRES OWNED BY TALDO PROPERTIES LLC, LOCATED AT 6373 WATKINS AVENUE AND 3317 S. 64TH STREET, FROM A-1 AND C-2 TO MF-16

Planning Director Patsy Christie presented an Ordinance (R24-34) rezoning 25.93 acres owned by Taldo Properties LLC, located at 6373 Watkins Avenue and 3317 S. 64th Street, from A-1 and C-2 to MF-16.

Planning Commission recommended approval at their meeting.

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

After the vote was taken, motion carried unanimously by 5-1 (Overton voting no).

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

After the vote was taken, motion failed 5-0-1 (Overton abstaining).

The Ordinance was numbered 5983.

ORDINANCE NO. 5984 – (R24-35) REZONING 39.91 ACRES OWNED BY ONE SPRINGDALE INC., LOCATED AT 3065 OLD WIRE ROAD, FROM A-1 TO MF-12; AND DECLARING AN EMERGENCY (WASHINGTON COUNTY)

Planning Director Patsy Christie presented an Ordinance (R24-35) rezoning 39.91 acres owned by One Springdale Inc., located at 3065 Old Wire Road, from A-1 to MF-12; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5984.

ORDINANCE NO. 5985 – (R24-35) REZONING 39.91 ACRES OWNED BY ONE SPRINGDALE INC., LOCATED AT 3065 OLD WIRE ROAD, FROM A-1 TO MF-12; AND DECLARING AN EMERGENCY (BENTON COUNTY)

Planning Director Patsy Christie presented an (R24-35) Ordinance rezoning 39.91 acres owned by One Springdale Inc., located at the northwest intersection of Dodd Avenue and Scottsdale Street, from SF-2 to MF-12; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5985.

RESOLUTION NO. 89-24 – (C24-09) APPROVING A CONDITIONAL USE APPEAL BY KRISTIN MARKELL, MD PLLC, FOR A USE UNIT 45 (HEALTH CARE CLINIC) LOCATED AT 109 SPRING STREET AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution (C24-09) approving a conditional use appeal by Kristin Markell, MD PLLC, for a Use Unit 45 (Health Care Clinic) located at 109 Spring Street as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their meeting.

RESOLUTION NO. ____

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

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

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

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

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

PASSED AND APPROVED THIS ____ DAY OF July, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

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

The Resolution was numbered 89-24.

RESOLUTION NO. 90-24 - APPROVING A WAIVER (W24-09) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO EAGLE CARPORTS LOCATED AT 473 E. RANDALL WOBBE LANE IN CONNECTION WITH L24-28, A LARGE SCALE DEVELOPMENT.

Planning Director Patsy Christie presented a Resolution approving a waiver (W24-09) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Eagle Carports at 473 E. Randall Wobbe Lane in connection with L24-28, a large scale development.

Planning Commission recommended approval at their meeting.

Council Member Powell moved the Resolution be adopted with Option 1. Council Member Overton made the second.

RESOLUTION NO. ____

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

WHEREAS, Ordinance #3047 provides for the waiver (W24-09) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W24-09) of street improvements to E. Randall Wobbe Lane including drainage improvements related thereto, sidewalks in connection with 473 E. Randall Wobbe L24-28, a Large Scale Development for Eagle Carports, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to E. Randall Wobbe Lane including drainage improvements related thereto, sidewalks, in connection with L24-28, a Large Scale Development for Eagle Carports.

PASSED AND APPROVED THIS ____ DAY OF July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

After the vote was taken, motion carried by 5-1 (Fougerousse voting no).

The Resolution was numbered 90-24.

PROPOSED RESOLUTION APPROVING A WAIVER REQUEST BY SUMMIT BAPTIST CHURCH (L24-34)

This request has been withdrawn from the agenda. The applicant has agreed to make payment in lieu of improvements.

RESOLUTION NO. 91-24 – APPROVING A WAIVER (W24-12) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO THE STATE OF ARKANSAS LAW ENFORCEMENT TRAINING ACADEMY IN CONNECTION WITH L24-33, A LARGE SCALE DEVELOPMENT (RELOCATION OF COUNTY LINE ROAD)

Planning Director Patsy Christie presented a Resolution approving a waiver (W24-12) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to the State of Arkansas Law Enforcement Training Academy in connection with L24-33, a large scale development.

Planning Commission recommended approval at their meeting.

Council Member Overton moved the Resolution be adopted with Option 1. Council Member Taldo made the second.

RESOLUTION NO. ____

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

WHEREAS, Ordinance #3047 provides for the waiver (W24-12) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

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

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

Option 1: Grants a waiver of street improvements to the future relocation of W. County Line Road as indicated on the Master Street Plan including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L24-33, a Large Scale Development.

PASSED AND APPROVED THIS ____ DAY OF July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The Resolution was numbered 91-24.

RESOLUTION NO. 92-24 – APPROVING A WAIVER (W24-13) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO HOMEWOOD SUITES MOTEL IN CONNECTION WITH L24-32), A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver (W24-12) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Homewood Suites Motel in connection with L24-32, a large scale development.

Planning Commission recommended approval at their meeting.

Council Member Taldo moved the Resolution be adopted with Option 1. Council Member Watson made the second.

RESOLUTION NO. ____

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

WHEREAS, Ordinance #3047 provides for the waiver (W24-13) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W24-13) of street improvements to W. Sunset Avenue including drainage improvements related thereto, sidewalks in connection with L24-32, a Large Scale Development for Homewood Suites Motel, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to W. Sunset Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L24-32, a Large Scale Development for Homewood Suites Motel.

PASSED AND APPROVED THIS ____ DAY OF July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The Resolution was numbered 92-24.

APPEAL OF PLANNING COMMISSION'S DECISION TO DENY A FINAL PLAT (FP24-06) FOR PHASE II OF THE COTTAGES AT CLEAR CREEK LOCATED AT 5331 E. ROBINSON AVENUE

William F. Clark, Attorney with Davis, Butt, Taylor & Clark, PLC, presented an appeal of Planning Commission's denial on a Final Plat (FP24-06) for Phase II of the Cottages at Clear Creek located at 5331 E. Robinson Avenue.

City Attorney Ernest Cate stated July 2, 2024, there were three items pertaining to this project – final plat for Phase II, a revised preliminary plat for Phase IV, a rezoning for a revised PUD. These were denied at Planning Commission. Shortly thereafter, on July 8th there was a meeting with Planning Staff and the developer about several issues involved with this project. The developer stated they only wanted to appeal the denial of the final plat of Phase II to City Council. After that discussion, there was a list of 4-5 items going forward that were discussed to help move this along. Those were submitted the next day to the city from the developer. Between that time up to today, there has been more information provided.

Planning Director Patsy Christie said they just received the latest new plans this afternoon and have not had time to review them. She feels like what they have provided up to this point does not live up to the intent. They need to revise the development plan before we move forward. That's what was presented to the Planning Commission and they denied the revised development plan.

Mr. Clark presented the following appeal letter on behalf of NWA LD, LLC:

Dear Springdale City Council:

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

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

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

unfortunately refused approval of the Phase II Final Plat.

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

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

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

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

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

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

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

Sincerely,
DAVIS, BUTT, TAYLOR
& CLARK, PLC
William F. Clark

After considerable discussion, Council Member Powell made the motion to send this development back to the August 6, 2024 Planning Commission meeting for review. Council Member Overton made the second.

After more discussion, Council Member Watson made the motion to table this appeal to the August 13, 2024 City Council meeting to allow for the developer to meet with staff for further review. Council Member Taldo made the second.

The motion to table overrides the motion to send back to Planning Commission.

The vote:

Yes: Powell, Taldo, Watson, Overton, Bailey, Fougrousse

No: None

RESOLUTION NO. 93-24 – AUTHORIZING THE PAYMENT OF AN INVOICE, PROJECT NO. 23BPS1

Engineering Director Ben Peters presented a Resolution authorizing the payment of an invoice for Project No. 23BPS1, W. Emma Avenue Extension from 40th Street to 48th Street.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
PROJECT NO. 23BPS1**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and;

WHEREAS, the City of Springdale has contracted with Crossland Heavy Contractors to construct the W Emma Avenue Extension from 40th Street to 48th Street, and;

WHEREAS, the City has received an invoice of \$1,592,170.79, and;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are hereby authorized to pay Crossland Heavy Contractors \$1,592,170.79 with funds from the 2023 Street Bond Fund.

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 5-0-1 (Powell abstaining).

The Resolution was numbered 93-24.

RESOLUTION NO. 94-24 - AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR EXTERIOR RESTORATION WORK ON THE HISTORIC BEELY-JOHNSON BUILDING (PROJECT NO. CP2307)

Chief of Staff Colby Fulfer presented a Resolution authorizing the execution of a construction contract for exterior restoration work on the historic Beely-Johnson Building located at 200 Spring Street. The original estimate was \$250,000. The cost is now \$500,000.

Gary Clements, with Clements & Associates/Architecture Inc, explained whenever he did the first estimate, the original scope was restoring the windows, replace the roofing, repair the exterior carpentry work and painting. As they started looking into the project further, they realized the stonework needed repair, there was no accessible handicap parking adjacent to the building, the front sidewalk needed to be handicap accessible, and the trash cans needed to have a container screen. There are window air conditioning units that need mini splits.

Mayor Sprouse asked that Mr. Clements look into the price for new signage for the building.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR EXTERIOR RESTORATION WORK ON THE HISTORIC BEELY-JOHNSON BUILDING (PROJECT NO. CP2307)

WHEREAS, the City of Springdale owns property located at 200 Spring Street, known as the Beely-Johnson Building (American Legion Post 139), and

WHEREAS, in an effort to maintain this historic piece of property, the city desires to restore the exterior of the building, and

WHEREAS, in July 2023, the City of Springdale entered into a contract with Clements & Associates/Architecture, Inc., for architectural services, and

WHEREAS, Clements & Associates/Architecture, Inc., held an official bid opening on June 18, 2024, and upon review, CDI Contractors, Inc., came in with the overall lowest bid, and

WHEREAS, the city would like to enter into a contract with CDI Contractors, Inc., in an amount not to exceed \$515,000.00, to be paid for out of the Unrestricted General Fund.

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

Section 1. Expenditures for this project will be paid for from the Unrestricted General Fund, with a price not to exceed \$515,000.00.

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

Section 3. The Mayor and City Clerk are hereby authorized to execute a contract with CDI Contractors, Inc., for exterior restoration work on the Historic Beely-Johnson American Legion Post 139.

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 94-24.

RESOLUTION NO. 95-24 - AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SPRINGDALE SENIOR CENTER (2023 BOND PROJECT NO. 23BSC1)

Chief of Staff Colby Fulfer presented a Resolution authorizing the execution of a construction contract with Buffalo Builders, LLC, for the Springdale Senior Center (2023 Bond Project No. 23BSC1), in the amount not to exceed \$14,289,700.00.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SPRINGDALE SENIOR CENTER (2023 BOND PROJECT NO. 23BSC1)

WHEREAS, the City of Springdale will be constructing a new Senior Center, and

WHEREAS, the city entered into a Construction Management Contract with Buffalo Builders in April 2023 for pre-construction and construction phase services related to the project, and

WHEREAS, Buffalo Builders, LLC has prepared a construction contract for the Senior Center project with a guaranteed maximum price not to exceed \$14,289,700.00, to be paid for out of the 2023 Bond Fund (Project No. 23BSC1).

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

Section 1. Expenditures for this project will be paid for from the 2023 Bond Fund (Project No. 23BSC1), with a guaranteed maximum price not to exceed \$14,289,700.00,

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

Section 3. The Mayor and City Clerk are hereby authorized to execute a contract with Buffalo Builders, LLC for construction of the new Springdale Senior Center

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 95-24.

RESOLUTION NO. 96-24 – AUTHORIZING AN AMENDMENT TO THE DESIGN CONTRACT WITH EARTHPLAN DESIGN ALTERNATIVES FOR THE SPRINGDALE SENIOR CENTER

Engineering Director Ben Peters presented a Resolution authorizing an amendment to the design contract with Earthplan Design Alternatives for the Springdale Senior Center.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE DESIGN CONTRACT WITH EARTHPLAN DESIGN ALTERNATIVES FOR THE SPRINGDALE SENIOR CENTER

WHEREAS, the Earthplan Design Alternatives was contracted for the civil design for the new Springdale Senior Center;

WHEREAS, Architectural design changes and site limitations necessitated several design iterations;

WHEREAS, The project has been influenced by the Market Center of the Ozarks project on the south side and East Emma Avenue project to the north;

WHEREAS, The design contract needs to be amended to add additional construction phase services;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an amendment with Earthplan Design Alternatives at an hourly not to exceed cost of \$18,493 to be paid out of the 2023 Senior Center Bond Fund.

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

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

The Resolution was numbered 96-24.

RESOLUTION NO. 97-24 – AUTHORIZING THE CITY OF SPRINGDALE TO ENTER INTO AN AGREEMENT AND APPROPRIATE FUNDS FOR THE MEADOW STREET SIDE PATH AT BIG EMMA

Engineering Director Ben Peters presented a Resolution authorizing the City of Springdale to enter into an agreement with Buffalo Builders and appropriate funds for the Meadow Street side path at Big Emma, at a cost of no more than \$9,236.17, to be paid out of the Street Fund.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE TO ENTER INTO AN AGREEMENT & APPROPRIATE FUNDS FOR THE MEADOW STREET SIDE PATH AT BIG EMMA

WHEREAS, the Big Emma development on Meadow Ave. was originally designed and approved with a six-foot-wide sidewalk.

WHEREAS, the newest version of the City of Springdale Master Street Plan calls for minimum eight-foot-wide side paths.

WHEREAS, building side paths to the new eight-foot-wide specification promotes future trail connections.

WHEREAS, City staff requested a quote from Buffalo Builders, the contractor on the Big Emma project, to widen the six-foot sidewalk to an eight-foot side path as part of the ongoing construction.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an agreement with Buffalo Builders for widening of the six-foot sidewalk into an eight-foot side path at a cost of no more than \$9,236.17, to be paid out of the Street Fund.

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

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

The Resolution was numbered 97-24.

RESOLUTION NO. 98-24 – AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM THE EPISCOPAL DIOCESE OF ARKANSAS FOR THE WATKINS AVENUE PROJECT (48TH STREET TO GENE GEORGE BLVD.) PROJECT NO.18BPS15

City Attorney Ernest Cate presented a Resolution authorizing the expenditure of funds to acquire land from the Episcopal Diocese of Arkansas for the Watkins Avenue Project (48th Street to Gene George Blvd.), Project No. 18BPS15.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM THE EPISCOPAL DIOCESE OF ARKANSAS FOR THE WATKINS AVENUE (48TH STREET TO GENE GEORGE BLVD.) PROJECT, PROJECT NO. 18BPS15.

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Watkins Avenue (48th Street to Gene George Blvd.) Improvement Project, Project No. 18BPS15 (Tract 3, Tract 4, and Tract 5), said lands being owned by the Episcopal Diocese of Arkansas, also known as Washington County Tax Parcel No. 815-29107-280, 815-29107-282, and 815-29107-290, located at 2898 S. 48th Street, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the easements across the Property, as determined by an appraisal, is \$112,350.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$134,500.00 to acquire the easements across the Property, said amount being justified by comparable sales and recent increases in property values; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$22,150.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements needed across the aforementioned parcels of land for the Watkins Avenue (48th Street to Gene George Blvd.) Improvement Project, Project No. 18BPS15 (Tract 3, Tract 4, and Tract 5), said lands being owned by the Episcopal Diocese of Arkansas, for the total sum of \$134,500.00 to be paid from the 2018 Street Bond.

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

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

The Resolution was numbered 98-24.

RESOLUTION NO. 99-24 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ACQUISITION SERVICES FOR N. 56TH STREET EXTENSION

Engineering Director Ben Peters presented a Resolution authorizing the execution of a professional services agreement with Contract Land Staff for acquisition services for N. 56th Street extension, the price not to exceed \$339,592.50.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ACQUISITION SERVICES FOR N. 56th STREET EXTENSION

WHEREAS, the City of Springdale is in need of acquisition services for the N 56th Street from Elm Springs Road to County Line Road;

WHEREAS, Contract Land Staff was selected as the most qualified firm for these projects;

WHEREAS, the price not to exceed for professional acquisition services shall be \$339,592.50.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Contract Land Staff for acquisition services in the amount of \$339,592.50 to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

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

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

The Resolution was numbered 99-24.

RESOLUTION NO. 100-24 – AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM SPRINGDALE THOMPSON WAREHOUSE LLC

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and the City Clerk of the City of Springdale to accept a gift of land from Springdale Thompson Warehouse LLC. This

is 7.48 acres located on the west side of the creek behind the former Steele Canning. This will help the city get all the brush cleared out and make it safer.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM SPRINGDALE THOMPSON WAREHOUSE, LLC.

WHEREAS, Springdale Thompson Warehouse, LLC, is desirous of making a gift of land to the City of Springdale, Arkansas, said land being more particularly described as follows:

Part of the West Half of the Northwest Quarter of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas being more particularly described as follows: Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter. Thence along the East line of said Forty, North 03 degrees 04 minutes 07 seconds East, 1,154.96 feet. Thence leaving said East line, North 87 degrees 06 minutes 16 seconds West, 402.60 feet to an existing rebar and the Point of Beginning. Thence continuing, North 87 degrees 06 minutes 16 seconds West, 355.75 feet to a set rebar with cap. Thence North 02 degrees 30 minutes 35 seconds East, 52.13 feet. Thence South 87 degrees 32 minutes 58 seconds East, 17.90 feet to a set rebar with cap. Thence North 02 degrees 24 minutes 02 seconds East, 152.67 feet to a set rebar with cap at a fence. Thence along said fence the following bearings and distances: North 55 degrees 07 minutes 25 seconds East, 50.08 feet to a fence corner. North 26 degrees 18 minutes 38 seconds East, 221.19 feet to a fence corner. North 02 degrees 27 minutes 43 seconds East, 352.39 feet to a fence corner. North 03 degrees 18 minutes 58 seconds East, 19.15 feet to a fence corner. North 02 degrees 44 minutes 25 seconds West, 20.14 feet to a fence corner. North 17 degrees 24 minutes 05 seconds West, 18.37 feet to a fence corner. North 26 degrees 51 minutes 47 seconds West, 19.87 feet to a fence corner. North 34 degrees 08 minutes 10 seconds West, 19.93 feet to a fence corner. North 41 degrees 47 minutes 38 seconds West, 19.78 feet to a fence corner. North 54 degrees 38 minutes 02 seconds West, 19.64 feet to a fence corner. North 69 degrees 40 minutes 16 seconds West, 19.45 feet to a fence corner. North 83 degrees 32 minutes 55 seconds West, 29.36 feet to a fence corner. North 86 degrees 33 minutes 28 seconds West, 43.13 feet to a set "X" cut into concrete. Thence leaving said fence, North 09 degrees 23 minutes 46 seconds East, 52.37 feet to a set rebar with cap. Thence North 02 degrees 41 minutes 01 seconds East, 188.33 feet to an existing rebar. Thence South 86 degrees 26 minutes 20 seconds East, 193.58 feet to the centerline of Spring Creek. Thence along said centerline the following bearings and distances: South 19 degrees 42 minutes 41 seconds East, 68.33 feet. South 10 degrees 56 minutes 36 seconds East, 84.19 feet. South 08 degrees 51 minutes 02 seconds West, 80.94 feet. South 05 degrees 50 minutes 07 seconds West, 73.69 feet. South 00 degrees 52 minutes 34 seconds East, 95.11 feet. South 08 degrees 33 minutes 04 seconds East, 40.85 feet. South 17 degrees 05 minutes 49 seconds East, 41.90 feet. South 28 degrees 45 minutes 37 seconds East, 40.98 feet. South 45 degrees 24 minutes 26 seconds East, 40.77 feet. South 51 degrees 01 minutes 08 seconds East, 68.43 feet. South 60 degrees 29 minutes 29 seconds East, 31.21 feet. South 62 degrees 02 minutes 46 seconds East, 68.99 feet. South 31 degrees 56 minutes 55 seconds East, 118.55 feet. South 16 degrees 38 minutes 42 seconds East, 66.23 feet. South 03 degrees 05 minutes 17 seconds East, 137.91 feet. South 16 degrees 50 minutes 40 seconds West, 60.72 feet. South 03 degrees 11 minutes 38 seconds East, 49.45 feet. Thence leaving said centerline, North 87 degrees 19 minutes 28 seconds West, 188.48 feet to an existing rebar. Thence South 02 degrees 40 minutes 18 seconds West, 126.88 feet to the Point of Beginning, containing 7.48 acres and subject to any Easements of Record. Also known as Lot 2 of Breeden Addition.

WHEREAS, this gift of land will greatly assist with the maintenance and preservation of the Razorback Greenway Trail.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are authorized to accept the donation of the above described property from Springdale Thompson Warehouse, LLC., upon proof being provided that the above-described property will be transferred with good and clear title.

PASSED AND APPROVED this _____ day of July, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 100-24.

ORDINANCE NO. 5986 – VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS PURSELL STREET, PURSUANT TO ARKANSAS CODE ANN. §14-301-301, ET SEQ; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance vacating a portion of a dedicated public street known as Pursell Street, pursuant to Arkansas Code Ann. §14-301-301 et seq; declaring an emergency and for other purposes. The City of Springdale is the petitioner.

There were no comments at the Public Hearing held earlier tonight.

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

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

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

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

The Ordinance was numbered 5986.

ORDINANCE NO. 5987 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 208 JOSIE PLACE LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 208 Josie Place located within the City of Springdale, Arkansas; and declaring an emergency.

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

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

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

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

The Ordinance was numbered 5987.

RETIREMENT ANNOUNCEMENT

Police Chief Frank Gamble announced he will be retiring the end of March 2025. He wanted to give time for finding his replacement.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Watson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 7:47 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer