

**SCHEDULED COMMITTEE MEETINGS to be held in the Multi-Purpose Room #236,
second floor of the City Administration Building, 201 Spring Street:**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, February 23rd, 2016

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **ERIC FORD**

6:00 p.m. OFFICIAL AGENDA

1. *Large Print* agendas are available at the back of the room, next to the main entrance.
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – Rose Lawrence, Administrative Assistant to the Mayor

Recognition of a Quorum.
4. Comments from Citizens

The Council will hear brief comments from citizens 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
 - a) February 9th, 2016 (3-16)
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 numbers....* **12; 13** (Motion must be approved by two-thirds (2/3) of the council members).
7. **An Appeal**: of the Planning Commission's decision to deny rezoning of 11.22 acres located at 3300 Butterfield Coach by petitioner Skip Motsonbocker. (17-40)
8. **A Presentation**: of Implementation of the Downtown Master Plan- Form Based Code Introduction, by Tim Breihan
9. **A Resolution**: setting a hearing date on a petition to vacate a portion of a public street known as Riviera Drive, presented by: Ernest Cate, City Attorney. (41-50)
10. **A Resolution**: approving the appointment of Payton Parker to the Springdale Planning Commission, presented by Mayor Doug Sprouse. (51-53)
11. **A Resolution**: authorizing the execution of a professional services contract, presented by: Wyman Morgan, Director of Administration & Finance. (54-86)
12. Planning Commission Committee Report and Recommendations by Patsy Christie, Director of Planning:

An Ordinance: rezoning 1.72 ± acres owned by Jennifer and Steven Turner, located at 3066 Habberton Road from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1), and declaring an emergency. (87-89)

13. **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, Washington County, Arkansas, (4500 S. 48th St., 1403 Daline St., 2271 Victoria St., and 1307 Young St., presented by: Ernest Cate, City Attorney. (90-140)
14. Comments from Department Heads.
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor Sprouse.
18. Adjournment.

The next Committee Meeting is scheduled for March 7th, 2016 and the next Council Meeting is scheduled for March 8th, 2016. Council will discuss moving the March 7th, 2016 Committee Meeting to February 29th, 2016.

**SPRINGDALE CITY COUNCIL
FEBRUARY 9, 2016**

The City Council of the City of Springdale met in regular session on February 9, 2016, in the City Council Chambers, City Administration Building. Mayor Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Rick Culver	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2 (Absent)
Eric Ford	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Jim Reed	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Rose Lawrence	Mayor's Administrative Asst.

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning & Comm. Dev. Director
Mike Peters	Police Chief
Mike Irwin	Fire Chief
Sam Goade	Public Works Director
Mike Chamlee	Buildings Director
Brad Baldwin	Engineering Director
Bill Mock	Parks and Recreation Director
Gina Lewis	Human Resource Director
Marcia Ransom	Library Director

COMMENTS FROM CITIZENS

Ray Dotson, 3495 Raymond Lane, asked who owned the new logo that Springdale is going to use, does this belong to the citizens of Springdale or is it the Chamber's logo, and do you have to have permission from the Chamber to use the logo? Mr. Dotson mentioned at the last meeting he was not allowed to speak during a section of the agenda because the Mayor was in the agenda vote, he stated it was very important that every citizen of this city has the opportunity to speak for or against anything that goes before this council. His final remarks stated that Perry Webb is a registered lobbyist for the State of Arkansas, and as such, the City shouldn't be giving money to any person who is a registered lobbyist in this state. He wanted the Council to really look at the next budget for the chamber and if he's still a lobbyist, Mr. Dotson will highly recommend the city not give the Chamber any money.

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the January 26, 2016 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman Reed 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. Alderman Jaycox made the second.

The vote:

Yes: Culver, Watson, Ford, Lawson, Evans, Reed, Jaycox

No: None

RESOLUTION NO. 8-16 – MAKING APPOINTMENTS TO THE SPRINGDALE
LIBRARY BOARD

Mayor Sprouse presented a Resolution making appointments to the Springdale Library Board.

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO THE
SPRINGDALE LIBRARY BOARD**

WHEREAS, due to a resignation on the board we currently have a vacancy; and

WHEREAS, Arkansas Code 13-2-502, provides for appointments to the Library Board by the Mayor with the approval of the City Council, and

WHEREAS, the Mayor recommends Jonathan Perrodin be appointed to fill this vacant position with a term ending 12/31/2018; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Jonathan Perrodin is hereby appointed to the Springdale Library Board with a term ending December 31, 2018.

PASSED AND APPROVED this 9th day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Jaycox moved the Resolution be adopted. Alderman Watson made the second.

The vote:

Yes: Watson, Ford, Lawson, Evans, Reed, Jaycox, Culver

No: None

The Resolution was numbered 8-16.

RESOLUTION NO. 9-16 – APPROVING RE-APPOINTMENTS TO THE
SPRINGDALE PLANNING COMMISSION

Mayor Sprouse presented a Resolution approving re-appointments to the Springdale Planning Commission.

RESOLUTION NO. _____

**A RESOLUTION APPROVING
RE-APPOINTMENTS TO THE SPRINGDALE PLANNING
COMMISSION.**

WHEREAS, Roy Covert's term on the Springdale Planning Commission expired on January 31, 2015; and Vivi Haney's term expired on January 31, 2016; and

WHEREAS, the Mayor has recommended Roy Covert be reappointed to Seat #5, and Vivi Haney be reappointed to Seat #8, on the Springdale Planning Commission; in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that Roy Covert, Seat #5 and Vivi Haney, Seat #8 is hereby reappointed to the Springdale Planning Commission for four-year terms, Roy Covert's term expiring on January 31, 2019 and Vivi Haney's term expiring on January 31st, 2020.

PASSED AND APPROVED this 9th day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

City Attorney Ernest Cate reported the resolution had the wrong expiration terms of both reappointments and requested this be corrected.

Alderman Watson moved the Resolution be adopted with the changes in the position terms. Alderman Jaycox made the second.

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Culver, Watson

No: None

The Resolution was numbered 9-16.

RESOLUTION NO. 10-16 – MAKING APPOINTMENTS TO THE SPRINGDALE AIRPORT COMMISSION

Mayor Sprouse presented a Resolution making appointments to the Springdale Airport Commission.

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO THE
SPRINGDALE AIRPORT COMMISSION
OF THE CITY OF SPRINGDALE**

WHEREAS, Seat #4 and Seat #7 on the Springdale Airport Commission expired on July, 1, 2015; and

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

WHEREAS, Mayor Doug Sprouse is recommending Joel Gardner to Seat #4 and he is recommending the reappointment of Greg Willoughby to Seat #7 on the Springdale Airport Commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Joel Gardner is hereby appointed to Seat #4 and Greg Willoughby is reappointed to Seat #7, on the Springdale Airport Commission with both terms expiring on July 1, 2020.

PASSED AND APPROVED this 9th day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Lawson, Evans, Reed, Jaycox, Culver, Watson, Ford

No: None

The Resolution was numbered 10-16.

RESOLUTION NO. 11-16 – RE-APPOINTING CHRIS G. WEISER TO THE SPRINGDALE WATER AND SEWER COMMISSION

Mayor Sprouse presented a Resolution re-appointment Chris G Weiser to the Springdale Water and Sewer Commission.

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING CHRIS G. WEISER TO THE SPRINGDALE WATER AND SEWER COMMISSION

WHEREAS, the Springdale City Council has adopted ordinances establishing a five-member board of Water and Sewer Commissioners, and

WHEREAS, Chris G. Weiser's term on the Springdale Water and Sewer Commission will expire March 6, 2016, and

WHEREAS, Arkansas Code 14-234-304 provides that "the remaining commissioners shall appoint a successor for an eight-year term subject to the approval of two-thirds (2/3) of the duly elected and qualified members of the city council," and

WHEREAS, remaining members of the Springdale Water and Sewer Commission have appointed Chris G. Weiser to serve another term on said commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Chris G. Weiser to the Springdale Water and Sewer Commission, with a term expiring March 6, 2024, is hereby approved.

PASSED AND APPROVED this _____ day of _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Ford, Lawson

No: None

The Resolution was numbered 11-16.

RESOLUTION NO. 12-16 – MAKING APPOINTMENTS TO THE PUBLIC VEHICLE COMMISSION OF THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution making appointments to the Public Vehicle Commission of the City of Springdale.

RESOLUTION NO. _____

A RESOLUTION MAKING APPOINTMENTS TO THE PUBLIC VEHICLE COMMISSION OF THE CITY OF SPRINGDALE

WHEREAS, terms of all three members of the Public Vehicle Commission has expired, and

WHEREAS, the Mayor has recommended the appointments of Kathy Jaycox, Rick Culver and Jim Reed to this Commission, and

WHEREAS, Section 122-26 of the Springdale Code of Ordinances provides for the appointment of members of the Public Vehicle Commission by the Mayor with the confirmation of the City Council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Kathy Jaycox, Rick Culver and Jim Reed are hereby appointed to the Public Vehicle Commission with their terms to expire on December 31, 2018.

PASSED AND APPROVED this 9th day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Evans moved the Resolution be adopted. Alderman Lawson made the second.

The vote:

Yes: Reed, Jaycox, Culver, Watson, Ford, Lawson, Evans

No: None

The Resolution was numbered 12-16.

ORDINANCE NO. 5009 - AUTHORIZING THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT TO PURCHASE SNOW AND ICE REMOVAL EQUIPMENT FROM GRAND TRUCK EQUIPMENT COMPANY; TO WAIVE COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Alderman Evans presented an Ordinance authorizing funds from the Capital Improvement Project Fund for the Springdale Public Works Department. The Public Works Department has requested funding to purchase snow and ice removal equipment from Grand Truck Equipment Company and to waive competitive bidding.

The Street and CIP Committee recommended approval with the cost not to exceed \$30,380.00 plus applicable Arkansas Tax.

After reading the title of the Ordinance, Alderman Jaycox moved the Ordinance "Do Pass". Alderman Evans made the second.

The vote:

Yes: Jaycox, Culver, Watson, Ford, Lawson, Evans, Reed

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Culver, Watson, Ford, Lawson, Evans, Reed, Jaycox

No: None

The Ordinance was numbered 5009.

RESOLUTION NO. 13-16 – AUTHORIZING THE FUNDING OF ROADWAY LIGHTING FOR THE ELM SPRINGS ROAD BRIDGE AT I-49.

Alderman Evans presented a Resolution authorizing funding of roadway lighting for the Elm Springs Road Bridge at I-49.

The Street & CIP Committee recommended approval with a contract price of \$50,000.00.

RESOLUTION NO. 13-16

A RESOLUTION AUTHORIZING THE FUNDING OF ROADWAY LIGHTING FOR THE ELM SPRINGS ROAD BRIDGE AT I49

WHEREAS, in March, 2014 the City of Springdale agreed to participate in the cost of bridge widening at the Elm Spring Road interchange on I49,

WHEREAS, funds were pledged in an amount up to \$1 million,

WHEREAS, City of Springdale would like to add roadway lighting to the bridge that is consistent with the City's lighting standards,

WHEREAS, the cost of a lighting change order to the AHTD bridge contract is estimated to be \$50,000.00, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk/Treasurer are hereby authorized to pay for the lighting change order from Capital Improvement funds in an amount up to \$50,000.00.

PASSED AND APPROVED this 9TH day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Watson moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Watson, Ford, Lawson, Evans, Reed, Jaycox, Culver

No: None

The Resolution was numbered 13-16.

RESOLUTION NO. 14-16 – AMENDING THE 2016 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT

Alderman Ford presented a Resolution from the Finance Committee amending the 2016 budget of the Police Department to reallocate drug seizure funds to purchase an access control system for the Police Station.

Finance Committee recommended approval.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2016 BUDGET OF
THE CITY OF SPRINGDALE POLICE DEPARTMENT**

WHEREAS, the Police Department has received funds that have not been appropriated from asset forfeitures; and

WHEREAS, the Police Chief has requested that some of these funds be appropriated for the purchases of the access control project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2016 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014217021	Drug Seizure Funds	0	39,700		39,700

PASSED AND APPROVED this 9th day of February, 2016

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Jaycox moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Culver, Watson

No: None

The Resolution was numbered 14-16.

ORDINANCE NO. 5010 – TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE AND INSTALLATION OF A NEW ACCESS CONTROL SYSTEM

Alderman Ford presented from the Finance Committee an Ordinance to waive competitive bidding for the purchase and installation of a new access control system. For the Police Department.

The Committee recommended approval to purchase and install the new access control system from Dunk Fire & Security for a price not to exceed \$39,698.00.

Alderman Evans moved the Ordinance be adopted. Alderman Lawson made the second.

The vote:

Yes: Lawson, Evans, Reed, Jaycox, Culver, Watson, Ford

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Ford, Lawson

No: None

The Ordinance was numbered 5010.

ORDINANCE NO. 5011 – TO WAIVE COMPETITIVE BIDDING FOR THE
RENOVATION OF THE AQUATIC CENTER PLUMBING

Alderman Lawson presented from the Parks & Recreation Committee an Ordinance to waive competitive bidding for renovation of the Aquatic Center plumbing. The plumbing is 15 years old and is deteriorating and needs work. Blue Water Pools is the company they chose to renovate the plumbing for a price not to exceed \$68,068.34.

Alderman Jaycox has reservations because it was not addressed earlier in time to make sure we were getting the best deal.

Alderman Ford moved the Resolution be adopted. Alderman Culver made the second.

The vote:

Yes: Reed, Culver, Watson, Ford, Lawson, Evans,

No: Jaycox

Alderman Watson stated due to the time crunch we are under with the pool getting ready to open that an Emergency Clause be added. Alderman Lawson made the second.

The vote:

Yes: Jaycox, Culver, Watson, Ford, Lawson, Evans, Reed

No: None

The Ordinance was numbered 5011.

ORDINANCE NO. 5012 – TO WAIVE COMPETITIVE BIDDING FOR THE
RENOVATION OF THE AQUATIC CENTER SLIDES AND DECLARING AN
EMERGENCY

Alderman Lawson presented from the Parks & Recreation Committee an Ordinance to waive competitive bidding for renovation of the Aquatic Center slides. The slides are starting to spider and discolor. Safe Slide Restoration has the contract for a price not to exceed \$39,800.00.

Alderman Evans moved the Resolution be adopted. Alderman Ford made the second.

The vote:

Yes: Culver, Watson, Ford, Lawson, Evans, Reed, Jaycox

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Lawson made the second.

The vote:

Yes: Watson, Ford, Lawson, Evans, Reed, Jaycox, Culver

No: None

The Ordinance was numbered 5012.

ORDINANCE NO. 5013 – ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 305 S. KANSAS ST.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Reed asked Tom Evers to give brief explanation of this residence.

Tom Evers stated this is an ongoing project for several years and recently this property changed ownership. Deputy City Attorney Sarah Sparkman send the owners notification of this meeting by email. Tom presented pictures of the property and Mayor Sprouse called for anyone in the audience that might be in attendance representing the property and he received no response.

Alderman Reed presented the Ordinance from the Health, Sanitation, and Property Maintenance Committee ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 305 S. Kansas St., to declare an emergency and for other purposes.

Alderman Jaycox moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Culver, Watson

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Evans made the second.

The vote:

Yes: Lawson, Evans, Reed, Jaycox, Culver, Watson, Ford

No: None

The Ordinance was numbered 5013.

ORDINANCE NO. _____ - ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 3984 POWELL ST.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Reed stated this item was tabled from the October 27, 2015 City Council meeting. Per Tom Evers, the owner is working hard to get it completed and needs a couple more months. With Tom's recommendation, Alderman Reed asks for this Ordinance to be tabled two more months.

Tom Evers stated it was tabled so that he could get a permit to work on it, which he did. Tom made a walk through today and noticed all the improvements and stated he thinks two months will be sufficient for him to complete the work.

Alderman Watson made a motion to table this ordinance to the first meeting in April. Alderman Culver made the second.

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Ford, Lawson

No: None

ORDINANCE NO. 5014 – REZONING 36+ ACRES OWNED BY ARKANSAS CHILDRENS HOSPITAL LOCATED BETWEEN S. 56TH STREET & I-49 ON THE NORTH SIDE OF WATKINS AVENUE FROM A-1 TO P-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 36 acres owned by Arkansas Children's Hospital located between South 56th Street and I-49 on the north side of Watkins Avenue from Agricultural District (A-1) to Institutional District (P-1) and the Planning Commission recommends approval.

The title of the Ordinance reads An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Agricultural District (A-1) to Institutional District (P-1) and declaring an emergency.

After reading the title of the Ordinance, Alderman Reed moved the Ordinance "Do Pass". Alderman Lawson made the second.

The vote:

Yes: Reed, Jaycox, Culver, Watson, Ford, Lawson, Evans,

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Evans made the second.

The vote:

Yes: Jaycox, Culver, Watson, Ford, Lawson, Evans, Reed

No: None

The Ordinance was numbered 5014.

RESOLUTION NO. 15-16 - APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO LINDA PEAK IN CONNECTION WITH 8457 W. MILLER ROAD, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Linda Peak at 8457 W. Miller Road, she is building a single family dwelling and willing to put up a bill of assurance for the sidewalk in case its built in the future we will have the bill of assurance.

The title of the resolution reads A Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Linda Peak in connection with 8457 W. Miller Road, a single family dwelling.

The Planning Commission recommends Option 4, but there would not be any limit to the number of years, it will just stay with the piece of property till the sidewalks are built.

Alderman Jaycox moved the Resolution be adopted with Option 4. Alderman Evans made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO LINDA PEAK IN CONNECTION WITH 8457 W. MILLER ROAD, A SINGLE FAMILY DWELLING

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to W. Miller Road including drainage improvements related thereto, sidewalks in connection with 8457 W. Miller Road a single family dwelling for Linda Peak 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 4: Denies a waiver and allows a Bill of Assurance for street improvements to West Miller Road including drainage improvements related thereto, sidewalks to be built in connection with 8547 W. Miller Road, a single family dwelling for Linda Peak.

PASSED AND APPROVED THIS 9th DAY OF FEBRUARY, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Culver, Watson, Ford, Lawson, Evans, Reed, Jaycox

No: None

The Resolution was numbered 15-16.

RESOLUTION NO. 16-16 – ADOPTING A REVISED PLANNING AREA BOUNDARY FOR THE CITY OF SPRINGDALE, ARKANSAS

Planning Director Patsy Christie presented a Resolution adopting a revised planning area boundary for the City of Springdale, Arkansas to address the concerns of the changes in the Arkansas State Law and bringing them into compliance.

Alderman Jaycox moved the Resolution be adopted. Alderman Reed made the second.

The vote:

Yes: Watson, Ford, Lawson, Evans, Reed, Jaycox, Culver

No: None

The Resolution was numbered 16-16.

ORDINANCE NO. 5015 – 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, WASHINGTON, COUNTY

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 the following locations in Washington County:

405 Crestwood St., #815-24065-000
4003 S. Thompson St., #815-29477-000
401 S. West End St., #815-25463-000

Alderman Evans moved the Ordinance be adopted. Alderman Reed made the second.

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Culver, Watson

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Lawson, Evans, Reed, Jaycox, Culver, Watson, Ford

No: None

The Ordinance was numbered 5015.

COMMENTS FROM COUNCIL MEMBERS

Alderman Reed mentioned Har-Ber High School Wrestling team took the dual-state championship last weekend.

SPRINGDALE CITY COUNCIL
FEBRUARY 9, 2016

Mayor Sprouse mentioned Har-Ber Cheerleaders won third nationally. Great news.

ADJOURNMENT

Alderman Ford made the motion to adjourn. Alderman Culver made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:35 p.m.

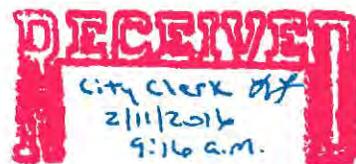
Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

POINTE ROYALE DEVELOPMENT

February 8, 2016

Denise Pearce, City Clerk
City of Springdale
201 Spring Street
Springdale, AR 72764



RE: Re-Zoning Appeal for PUD Approval at 3300 Butterfield Coach Road, Springdale, AR

Dear Ms. Pearce,

This is an appeal for rezoning as governed under the City of Springdale Rezoning Procedure. Recently we brought forth a rezoning application for the location at 3300 Butterfield Coach that is currently zoned as single family SF2 and allows for 44 individual homes on the 11.22-acre parcel.

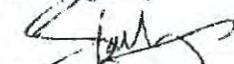
Originally we requested MF12 rezoning, but then worked with the planning department and commission in a workshop and decided to downgrade our request to a PUD. Most had commented that a PUD would serve the community better allowing for some control over the design of the development. Despite our efforts to address any issues, this request did not pass.

After much consideration and conversations about our PUD, we believe the council should pass this request *because* it will provide the city some influence over the development and ultimately provide a better housing product that is able to address the concerns raised. While we have been informed over city concerns of previous PUD's, we believe these are not applicable to our planned community. Primarily, because we are 1) not over building this tract, 2) will be able to build a better product, and 3) manage the community with more control which includes all grounds keeping. In contract to 44 single family residences, these benefits will not apply.

As a community partner, we don't see this as a short-term building project, but rather a long-term investment into Springdale. We are a good corporate citizen and will be managing this for at least 30 years from development completion – that's our time horizon. In fact, we actually have never sold any of our communities. So while some have indicated that Springdale has some unique residential issues, we would contend that in our experience, good management breeds good communities. Please take a moment to look at our history and developments at www.midamproperties.com.

Thank you for your consideration and the opportunity to be a part of the Springdale community with our new development, Shiloh Springs.

Kind regards,


Skip Molsenbocker

AFFIDAVIT

I hereby certify that I SKIT M. DISENBROCKER
Print or type name

acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the rezoning application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards and any notices that were undeliverable.

Name: 
Date: 2-11-2014

Rose Lawrence

From: Laura Favorite <lfavorite@springdalear.gov>
Sent: Thursday, February 11, 2016 10:40 AM
To: Rose Lawrence
Subject: FW: Rezoning Appeal
Attachments: Rezoning Appeal 3300 Butterfield 02082016.pdf

Would you please print this for me on your color printer?

Thanks!!

Laura Favorite
lfavorite@springdalear.gov

From: Skip Motsenbocker [<mailto:smotsenbocker@midamproperties.com>]
Sent: Thursday, February 11, 2016 9:16 AM
To: lfavorite@springdalear.gov
Cc: Patsy Christie
Subject: Rezoning Appeal

Laura –

Good morning. I called and spoke with Sarah and she indicated that it would be okay to email the attached appeal directly to you rather than driving in and dropping off in person. Will you please confirm receipt and let me know if anything additional is required? I previously spoke with the Mayor about attending the committee meeting with the council on Monday evening (2/15) and so if something else is required, I'd be happy to bring along in person at that time or can mail in advance if needed. Please just let me know what is appropriate on your end.

Also, can I send the Affidavit of Adjacent owner notification to you as well? We presume the attached letter was the appropriate to send, or should we send something additional as well?

Kind regards, Skip

Skip Motsenbocker
Mid America Management, Inc.

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from public view with landscaping or with an architectural treatment compatible with the building architecture.

- 17) All rooftop equipment shall be screened from public view with an architectural treatment that is compatible with the building architecture.

Engineering Comments

- 1) **The concept of detention** must be approved by the Planning Commission.

Mr. Parsley asked if there were comments or questions from the audience.

There were none.

Ms. Haney moved to approve the large scale development subject to Staff comments.

Mr. Miller seconded the motion.

VOTE:

YES: Compton, Covert, Gaines, Haney, Miller, Parsley, Powell, Arthur
NO: None

The large scale was approved, subject to Staff comments by a unanimous vote.

Ms. Haney called for the vote on the concept of detention.

VOTE:

YES: Covert, Gaines, Haney, Miller, Parsley, Powell, Arthur, Compton
NO: None

The concept of detention was approved by a unanimous vote.

- B. R16-04 Nancy Ann Henderson for
Nancy Ann Henderson Trust
From SF-2 to MF-12
Presented by Skip Motsenbocker

The following is a verbatim of the rezoning request.

Mr. Parsley: R16-04 Nancy Ann Henderson for Nancy Ann Henderson Trust From SF-2 to MF-12 presented by Scott Motsenbocker; Skip Motsenbocker, my apology.

Mr. Motsenbocker: Please go by Skip not Motsenbocker, it is much easier. I am actually going to request a downgrade from MF-12 to a PUD that we have been working on. Originally we had some hydrology concerns with this particular property. I wasn't able to get all the engineering done, I wanted some flexibility which is why we asked for MF-12. We are very solid on what our design is going to be. We are going to submit an application, that design is no going to change and so if there is a higher level of comfort

both amongst the City as well citizens, then that's what we would like to be considered for this evening if that is acceptable.

Mr. Parsley: O.K.

Ms. Christie: I can tell you that, let me just go through this original MF-12 so that we clear the idea of what he originally asked for and then we will move on to the other.

The MF-12, the adopted Comprehensive Land Use Plan indicates low density residential use. The rezoning request is not in keeping with the Comprehensive Land Use Plan and is not recommended for approval. That is the MF-12 zoning classification.

We have met with Skip on a couple of occasions and he has a specific project in mind and what we are looking at doing is rezoning it to a Planned Unit Development which will be for this project only. We will go through the standards and the information that he has presented on the kind of project it will be, how it is going to be located, what the units are going to look like; what they are going to be made of; and also the management team that he is bringing in to take care of those. I think that we can answer a lot of those questions and we would be, it is the closest thing that we have to contract zoning so we are rezoning this piece of property in this PUD for this project itself. Not opening it up for somebody and do twelve units per acre because if you figure twelve units per acre at eleven acres; that's a lot of units and those can only happen with three story buildings and that's not what we are looking at. So Skip has a presentation he wants to go through that shows you what his project is and then let's go through that and then we will go through the details that we are putting in the development plan and see if there are any questions after that.

Mr. Motsonbocker: Perfect, that sounds great. Just to give everybody a little bit of background; I'm based in Springfield, Missouri. We have been developing residential communities now for over twenty years. We're unique in that we are not only a developer but also a contractor, construction company as well as a management company so everything that we ultimately develop; we manage as well. We don't use any third party management, just to give you a rear view look on different kind of things that we have done. We have done single family homes, we have done multi-family style apartments; senior villas; a number of different types of historic rehabs. Obviously, what we are talking about here is new construction; but just to kind of show you the depth of our organization and the resources that we have and what we have historically done.

Ms. Christie: Can you pull that mike up just a little bit because I don't think that we are hearing you really good; let's try that.

Mr. Motsonbocker: Is that better?

Ms. Christie: Is that better? O.K.

Mr. Motsonbocker: O.K. great. Wonderful, everybody can hear me? Wonderful, so I'm going to give you just a couple of representations of different kinds of; these are real communities that we have built. This is the inside; this will kind of gives you the idea of the types of amenities that we are building in our communities. Generally speaking,

putting in either laminate flooring or lvt which is luxury vinyl tile as a flooring surface. All energy star appliances; you know, microwaves, dishwashers, etc. ceiling fans, energy efficient lighting etc. This gives you another example of what the interior finish is/would look like.

Exterior wise, we have done a lot of mixed use where often we look to build a community that ultimately becomes a homeownership community. So will we may lease it for a certain period of time; call it ten or fifteen years then ultimately our goal is to turn that into a homeownership program.

This particular development is one that would be going under what we would call extended use so we are going to be the management company for a thirty year period, minimum. That is what our application is going in as.

The proposal: what is it? Specifically, I am going to show you a complete plan which is a Phase I, Phase II but specifically we are really talking about Phase I right now. It is a total of forty-eight units. All the units would be three bedroom, two bath. Mostly they are two story buildings. Forty-four of the units would have single car garages. Four of the units are actually ground level. They are still three bedroom/two bath but they are being designed as accessible. Think about a disabled vet, whatnot; that actually has a two car garage for better access for them.

Normally, when we build a community, our rents, because we do tax credit development, are going to be slightly lower than market rate. This, however, is going to be blended mixed use. We are calling it a moderate income because you are going to have market rate plus you are going to have lower affordable, what I call affordable income. You could see we not only have rent restrictions but we have income restrictions; income guidelines and whatnot. That's how we manage, that's part of the reason why we are a management company; why we do what we do. This is not public housing, this is tax credit it is totally different. I'll be happy to spend as much time as anybody needs to better understand that if need be.

Let's talk about what we are going to do and where we are going to do it. Specifically, you can see the highlighted section here, excuse me, with a main entrance off of Butterfield Coach Road just south of Julio Road. So everybody has an idea, Harp Elementary is just about a block and a half north of us, which is part of the reason we feel multi-family in this location is excellent. It is very good placement, very good geography.

This gives you an idea of what the master site plan is being designed as right now. You can see the loop road that runs from Butterfield Road to Julio is what we are calling Phase I. That is what we are planning on developing initially. At some point down in the future then we would look to be doing Phase II. Phase I is a total of forty-eight units plus a community building. Phase II is a total of twenty-eight units.

The reason why there is such a large area here broken out and you see the green circle there is because there is already a detention pond; there is a lot of storm water that comes directly from Julio Road from neighborhoods to the north of us and so while we don't have all of our hydrology and engineering we feel comfortable that we can

certainly manage the water flow and not do anything that is going to destroy what Mother Nature is already doing with this particular plan.

Zooming in on Phase I, you can see a little bit closer here exactly that would look like coming in off of Butterfield that is your main community building immediately to the left and then these are, you will see elevations but these are designed as quad-plex buildings or four-plex, if you will. But in general they just look like larger homes. It wraps all the way around and at the curve is where we will have a playground and the community building itself you know has certain amenities itself, like a business center, a fitness center, a congregating area, if you will and then we have got the exterior playground as well.

What are the homes going to look like? I have touched on this a little bit. Pictures are worth a thousand words and you kind of get a glimpse of what this is. So it is going to be a blending exterior finishes; it will be a blending of brick and stone in conjunction with some siding and as you can see this is what we will call the standard two story elevation so we would have eleven buildings that would look like this and two of the buildings would be slightly different because they are just ground units, ground level on either end, but it gives you a fairly good representation. Everybody has a single car garage. Everybody has parking in their driveway but it is only single stacked. We are trying to really limit the amount of traffic in the community itself; make it feel more like a community itself.

This gives you an idea of what the floor plan is going to look like. So this is for a floor you can see a general entryway, kitchen rolls into a family living room area. We have a single bedroom plus a bath ground level plus the laundry in the garage of course. Jumping into the second floor, you can see we have two more bedrooms and a bathroom and an open area so you get vaulted ceilings in this particular layout. Really nice design and we are excited about this. All units are going to be exactly just like this so we are not trying to separate them out. We are really tying this more towards family and family use and family living.

These are the exceptions. We are going to have four units that would look just like this. We call them accessible and apologize for the, I know that is a tight configuration, but basically it just gives you the idea that it's still a three bedroom two bath all the same style amenities with a two car garage but it is single level living for as I said let's say for disabled vets.

The community building/fitness center/computer lab/playground/ laundry center everybody does have washer/dryer hookups directly in their own unit but under application guidelines we are required to have our own laundry room as well so we put that in there. Obviously there is a community room with a kitchen. People want to use it; this is also where we would have our management facilities as well. We would have office hours, all regular hours Monday through Friday typical things. Make tenants available twenty-four hours a day, that sort of thing. The elevation gives you a pretty good representation; you know it is a similar looking building if you will to the rest of the homes so that it doesn't stand out, if you will; but it is there and likely would have a monument sign; not unlike the neighboring community to the north of us; Sonoma, I believe it is.

Moving to the next slide, community policies; just to give you a little bit background of the kinds of things that we mandate that are actually built into all of our lease agreements and our community policies which are what I'll just candidly say are evictable violations; everything from loud noises; that could be music, that could be cars; children, you can't just have them running around. People need to be responsible for their children, of course, appropriate child care for anybody under the age of twelve. That has to be provided to our management team so that we are aware of that. They are not obviously permitted outside after ten o'clock. I think that is a City Ordinance anyhow. People obviously can't play in dumpsters, storage areas, carports things like that. Residents have to, at all times, maintain their surrounding area; their entrances, their back yard so on and so forth. They are responsible for that. Obviously, they have to adhere to the rules of the playground and then noise abatement and restrictions as well. It is just, again, we are trying to create a nice community. We have got a lot of units that we already manage today. We are not new at this. We have been doing this for a few decades so we know what we are doing.

Looking at whose going to be living here. These are just specifics of some people who maybe in the community that would qualify to live in this community because, again, incomes can range anywhere from \$28,000.00 to \$40,000.00 sort of depending upon who it is and how many people are actually living in what I would call a rent restricted so that's where you are going to have a slightly lower than market rate; however, 20% of our units are going to be full market rate units; so it is, candidly, it is a really good, it ties in, I mean after reading through Springdale Master Plan, for housing and whatnot, it is something that appears to tie in very nicely.

Affordable housing; rooftops, you know everybody understands that rooftops follows retail and retail follows rooftops and so this is always a good thing to put in a community that makes sense. Again, going back to the reason why we originally had MF-12; we didn't have hydrology and engineering but everything that I have showed you is exactly what our plan is and that's not going to change.

Experience, as I mentioned before, we have been doing this for twenty years. We have a lot of experience as both a developer and a management company. Qualification standards for applicants: general speaking, I will tell you this. In a typical market rate community there is only three real criteria: number one, do you have enough money, do you make income, number two, what is your credit score and number three, what does your last landlord have to say about who you were as a tenant before which, these days, is so restrictive, you generally don't get an answer or just would or wouldn't rent to them again.

For us, it goes a lot more deeper than rental history, credit history and income verification because we actually do complete criminal background investigation checks and literally these are the restrictions that we utilize for how we define ultimately who qualifies to live within the community itself. Part of this is governed under ADVA (?) guidelines, a lot of this is governed because this is who we are as a management company; this is what we know works; this is how we preserve a community and make sure it remains intact. Good management equals good neighbors. A lot of these things are basic but these are a lot of call it frequently asked questions, that come up. What is somebody, you know, leaves a boat out front or wants to work on their car: not

acceptable. What if the car breaks down and has four flat tires and they say they can't move it. Again, not acceptable. What if somebody wants to have a bar-b-q out in the walkway going to their front door. Not acceptable. What is they want to hand tin foil or towels or something up in the windows, we have already put mini blinds up, there is no reason to do that. Exterior alterations, things that people want to hang from a wall, et cetera, et cetera. Not acceptable. How do we mandate that? It is a lease violation. They are signing a lease, they know what the covenants and restrictions are before they even move in and so for us it's, candidly, an evictable violation if somebody does something like that. So going back to, kind of showing you here, what you know the community would look like and what the elevation is. I can say this shows brick and it shows kind of a taupe color against a green wall that is of course; there could be color variations obviously, I mentioned to Patsy we are the kind of company that when we build something, we don't want it to look like it is seven years old the day it goes up. We want it to look new, we want it to look progressive, we want it be fresh, we want it to be an improvement for the community for the surrounding neighborhoods as well. And so, what you see is a very good representation however of what the plan was. Economically, if we can you know do other types of facades, a change to this might, let's say there would be more brick in the front in a whole area if you will as a better contrast; a more durable surface would require less maintenance and ultimately if we could do something like that, then we certainly would.

Any questions?

Mr. Parsley: Let me take questions from the audience real quick and then we will come back to that. Is there any comments from the audience? If you will come up to the mike and state your name and address.

I own the property right south adjoining this and what are concern is the water runoff.

Mr. Parsley: Can you state your name and address for us, please.

Mr. Trammel: Bob Trammel, 3362 Butterfield Coach Road. Our concern is the water runoff that this going to generate. When the Sonoma addition was built, it created a tremendous amount of water down over our property down and the adjacent properties below me. The developer that did that project tried to get this property rezoned also years ago and the commission told him until he could come up with a plan for some kind of water control that they put it on hold. So if that is put in there like that, water is just going to cut us in two.

Ms. Christie: Well, as Skip indicated, they have left a large area between the two units to phases to handle detention and to take care of that drainage. Now we don't have all the hydrology work for it, but he understands that has to be taken care of and the amount of water that's coming off of it today cannot be increased when he does this development. Now, and you see in that drawing, they left the area but we don't have all the hydrology work done. They will have to come back with a large scale development plan where we will actually get all those calculations and all that information specifically to lay it out once they move forward with it. Right now, we are just rezoning the property for this project with these units and these locations but all the details for a drainage will still have to be worked out.

Lady: I'm sorry, but I have lost my voice and I understand. Our concern is where the runoff, but it is also we are out there because we like the open area. You know, it was a great aunt that lived next door that passed away and the property went to someone else. She would never have sold that land to build it like this either. I know there is progress that it is still our land, we are going to have all of these people right next to us that we are out there because we want openness; we want to be able to do our garden, have our grandkids play back there with no worry. You know, a little barbed wire fence kept the cattle in, kept everything fine. This isn't going to do that. You know it is going to change everything that we are out there for. So, no I'm not happy with it but I would like for you to think about that. I know it doesn't mean anything to you all but if that was your house and property and you are out there for that reason, do you want all this out there next to you? You know, I don't think you would, but maybe you would enjoy it, but I don't think you would; not if that is what you are out there for because we didn't want to be house to house to house to see everything right there; we didn't want that. We have been out there for several years and that is not what we want. That's my voice.

Mr. Parsley: We appreciate it.

Mr. Fowler: I'm Steve Fowler at 2646 Julio. We live on down on past this project. My concern would be any upgrades to Julio itself with them having outlets on Julio.

Ms. Christie: They will be required to do their half of the street the width of their property; that's all that they have to do.

Mr. Fowler: Julio is pretty lightweight in asphalt. It was just an old dirt road and they come slap down some asphalt and the trash trucks is already tearing it to pieces that runs up and down there.

Ms. Christie: The part of their development cost would be to upgrade that portion of Julio Road that is adjacent to their property; but it doesn't get all the rest of it fixed; just that portion right there.

Mr. Fowler: That's the only thing that I can argue with on it. I mean I live on down the road and it ain't going to affect me that much as far as that goes.

Mr. Parsley: Any other comments from the audience?

Mr. Robert Ray (?): Robert Ray (?), 3063 Pinot. I live across the street from the property. I was kinda like the last gentleman, I was kinda wondering how many entrances we might have on Julio. I don't know if you covered that.

Ms. Christie: They will have one entrance for Phase I and one entrance for Phase II. The lots won't actually face onto or none of the structures will face on to Julio.

Mr. Ray: It kinda seems to me like we used the Butterfield address but most of the property faces Julio.

Ms. Christie: That's true because that is where the existing house is on Butterfield.

Mr. Ray: Another thing would be it look like all the dwellings had a one car garage; and everybody got more than one car. I would see where there would be a lot of cars in the neighborhood. Just put me down against the property.

Mr. Parsley: Thank you.

Ms. Carlton: I'm Verna Carlton and we live at 3013 Pinot Avenue. I am definitely against it because, first of all there's going to be a lot of traffic on Julio and if they even have two entrances into that it's going to be traffic on our back in our back yard and I'm just not for it at all.

Mr. Parsley: Any other comments from the audience. O.K. Patsy, I think that you had a couple of other things.

Ms. Christie: In order to bring this forward as a PUD we are putting together a Planned Unit Development Plan that would be in addition to the Ordinance that sets the conditions of what we are setting this up to be. It will include those elevations that you saw, the layout that you saw but specifically we want to put some of this in writing.

The ownership is Nancy Ann Henderson Trust and the ownership is to be transferred to Pointe Royale Development if they purchase that property to do this project.

If we rezone it to the PUD and Pointe Royale does not buy, the PUD standards that is in this plan will still be required for the trust for the property she owns today. Any changes that would be made to that would have to come back to this group and to the City Council before we could change.

Now they are applying for tax credits and won't know until August and so the property would not transfer to them if they purchase it until after August so Ms. Henderson has to be willing to let them rezone it to the PUD at this time. It is our understanding that we can move forward under that scenario.

Going along with that Pointe Royale Development Company as the owner, the project will be managed by Mid-America Management Incorporated which is what you saw on that.

It is a 11.22 acre tract. Right now we use the address of 3300 Butterfield Coach Road because that is where the existing house is. The project is to be named Butterfield Pines. Are we still good with that?

Mr. Motsenbocker: Yes.

Ms. Christie: So that's what we will refer to it as the Butterfield Pines Planned Unit Development if this is approved.

The strategy for this project is to provide affordable housing in the form of three bedrooms, two bath two story townhomes marketed to moderate to middle income working families. Rental rates to be less than comparable homes because of the use of tax credits to the Arkansas Development Finance Authority.

The craftsman/colonial, two story/townhome style units create an inviting residential setting intended to compliment the retail and residential near the property. Each unit will be built with the highest quality products available to ensure sustainable, green projects. They will have durable, maintenance free finishes such as brick, stone, and cement siding. Special attention will be given to the neighborhoods in designing a product that is comparable or better than existing homes and building materials with the intent to create an improved value to the surrounding community.

The property will remain in single ownership to be professionally managed by a local onsite manager with a maintenance technician that addresses and repairs that come necessary.

Now Skip did say in thirty years they may try to sell it off; they will have to come back and get the PUD changed to be able to sell any of the units. Right now that is the way that it is set up.

The only units that will be allowed in this will be three and four family residential units which is a use unit 13 or City Wide public uses by right; which is utilities, police and fire and those kind of things.

Phase I will be a 6.5 acre portion and Phase II is 4.72 acres which gives the total development area 11.22 acres. They will have 2.50 acres of common area That common area will be maintained by the manage company.

None of the individual rental units will take care of their on lawns, take care of their own landscaping, take care of their own trees; they will all be taken care of by the management company.

They will have 200,000 square feet of impervious service which is about 4.5 acres. 288,743 square feet of open space which is 6.63 acres. That includes that area that is set aside for drainage and the detention pond.

The building types, Phase I, will have forty-eight total units. Forty-four will be three bedroom two bath townhome apartments that are two story and four three bedroom, two bath accessible apartments which will all be single story.

The Phase II will have twenty-eight total units. Twenty-six will be three bedroom, two bath townhomes two story and two will be the accessible units as one story.

Those won't change unless they come back to and get an approval from this body and the City Council.

They are providing three parking spaces for each townhome; one in the garage and two in the driveway.

They are providing four spaces for each accessible townhome, which would be two in the garage and two in the driveway and five spaces for the community building which means they were required to have one hundred fifty-four spaces and they are providing two hundred thirty-eight.

The amenities they are providing at this location will be the common area of 2.5 acres which is at least 20% of that net site area which is our multi-family design standards. The community building will have a fitness room, a laundry, a library activity room and a kitchen and play area. They haven't submitted what the playground equipment will look like as of yet but when the large scale is submitted we will know what it will be.

The exterior building coverings will be low maintenance materials. Acceptable materials will include: brick, high quality vinyl siding with a minimum thickness of .042 and a life time non-prorated limited warranty (50 years), transferable; or cementitious siding. All siding materials listed above are required to be eight inches above the finished floor elevation of the building ground floor, with the exception of concrete patio and covered breezeway areas. Brick or decorative block must be used as an apron material.

A lot of this is the ADFA requirements which is how they get their tax credits. We are putting it in here so that it is transferrable with the project no matter how it moves forward.

Prefinished aluminum fascia and soffit: vinyl, aluminum or cementitious refinished panes and must contain vents.

Roofing materials must have anti-fungal seal tab shingles over 15lb. felt paper or metal roof with a minimum 30-year warranty with either roofing system. Roof gable vents of aluminum or vinyl material.

Entry doors must be metal-clad or wood or hollow metal doors with a minimum clear opening width of 35 inches.

Gutters and downspouts must have a minimum 5" gutter and 2" x 3" downspouts emptying onto concrete splash blocks or piped to an appropriate drain location.

All the primary entries within a breezeway or have a minimum roof covering of 5' deep by 5' wide, designed to divert water away from the entry door. Entry pads measuring 5' by 5' made of impervious material with a minimum slope of 1/4" per foot. Breezeways functioning as fire exits constructed of concrete floor/decking material.

Again that is an ADTA requirement.

If they use the siding material it has to have exterior shutters and they have to be 100% vinyl or that material.

Exterior stairway components: Stringers, steps, risers, handrails, pickets and structural supports, structural and non-structural used as part of a building or within the site development constructed from noncombustible materials such as concrete, steel, aluminum or masonry.

They have to have exterior lighting in all the entry doors.

Property is to remain in a single ownership with all common areas to be maintained by the owner or through an agreement with a management company.

Attached garages shall be used for the parking of the occupant's vehicles and shall not be used as storage units or living space. Two additional parking spaces shall be provided at each dwelling in the driveway. Parking on the grass or in the yard is prohibited.

The front yard of each structure will be landscaped with sod, shade trees and shrubs as per ADFA guidelines. Landscaping to be installed prior to occupancy of the dwelling. The side yard and rear yard may be seeded in fescue and landscaped per the owner's desire.

Common areas will be landscaped as natural habitat except for those areas which are disturbed during the construction phase and then according to ADFA guidelines including the use of tree, shrubs and sod as mandated per guidelines.

The amenities that we talked about was the clubhouse, exercise room, the computer lab, the laundry facility and playground.

Each unit will include a microwave, disposal, dishwasher and washer/dryer connections.

These are the miscellaneous requirements.

Enclosed trash dumpster or compactor using similar exterior building materials to be provided.

No washing or mechanical repairs of vehicles permitted on the premises. No vehicle that has been inoperative for a period of more than three (3) days shall be stored, maintained or repaired on the driveway or in the private street. No boats and other recreational equipment shall be stored on the driveway or on the private street. The parking or storage of unused or unlicensed motor vehicles is prohibited. Any automobile that is inoperative due to mechanical reasons or a flat tire must be removed from the premises immediately to prevent management from towing the vehicle at the resident's expense. Any vehicle found inoperative will be towed without notice.

All entryways and walkways to be kept free of any obstruction. Management reserves the right to request any article to be removed from the exterior of the buildings. Storage of items outside the building is not permitted.

No exterior alterations will be permitted, including but not limited to: antennas, clotheslines, greenhouses, doghouses, fencing, swimming pools or screening.

No trailer, mobile home, tent, construction, shack or other out building shall be erected except for temporary use by construction contractors for a reasonable period of time. Construction Trailers are for the storage of construction equipment and supplies and shall not be used as living quarters.

No tow trucks, recreational vehicles or vehicles used for recreation purposes shall be stored or parked in the PUD.

No obnoxious or offensive trade or activity shall be carried on, nor shall anything be done thereon that maybe or may become an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind shall be raised, bred or kept except that dogs, cats or other household pets maybe kept provided they are not kept, bred or maintained for any commercial purpose and that the owners comply with all applicable city ordinances.

No antenna, aerial satellite dish or similar devise for the reception of television, radio or information services shall be allowed.

No renter shall be allowed to conduct any business or commercial activity or enterprise.

No loud noise is permitted, including vehicles entering or leaving the premises. Please respect your neighbors.

Children within the apartment community must at all times be under the direct supervision of either a parent, legal guardian, or authorized adult who is at least 18 years of age, hereinafter termed "adult", who will be held responsible for any and all actions of the child and/or damages caused by the child(ren).

Appropriate childcare supervision after school hours is required for children, under the age of 12, with verification of supervision provided to MANAGEMENT.

Children are not permitted outside of the demised premises after 10:00 P.M., unless accompanied by an adult. The parent(s) or legal guardian of unsupervised children found outside the demised premises and/or creating problems will be immediately notified. Recurrence will result in a (30) thirty-day notice and/or eviction.

Persons may not play in dumpsters, storage areas, carports, laundry areas, parking lots, near shrubbery, flower beds, signs, or entrances. No climbing fences, buildings, trees, or playing on stairways. No bicycles, skateboards, or other non-motorized vehicles allowed in driveways, parking lots, or around playground areas.

In accordance with local ordinances resident shall not make any disturbing noises on the premises nor permit the making of any such noise therein by his family, friends, relatives, invitees, visitors, agents or servants, not permit anything to be done by such persons that will interfere with the rights, comfort, or conveniences of other occupants in the development. No resident shall play upon or operate any musical instrument, radio, television, or other like device in the rental premises in a manner offensive to neighbors.

So that is what is proposed in the development plan itself if approved with this Planned Unit Development zoning classification. They will then be required to submit a large scale development plan which will have to be approved when we look at the drainage and how it is taken care of, the actual location of each of the structures, the driveway connections, where they are, the lighting that is put into that because there will be lighting along the streets. All those kind of things will be handled with the large scale before they could start any construction.

I think that is all I have right now. These pictures will go along with these layouts so that we know exactly what we are getting with the project.

Mr. Parsley: Thank you. Yes sir.

Mr. Wright: Corporal Danny Wright, Springdale Police Department. Patsy eased a lot of my concerns but some of the things that I thought about as this was being brought up; single driveway with a three bedroom apartment which roughly translates to seven people, maximum occupancy. If there is truly space for three cars then they would have to jockey their cars around. I can just see parking issues being a problem with this. I also have a concern or question about whether or not they would have to meet the same type lighting requirements, like an apartment complex where they have to have one foot candle of light.

Ms. Christie: All that stays and that's part of the AFDA requirements too.

Mr. Wright: And then in the back of my mind that re-occurring thought of the Commons and the constant nightmare of this same type project that was originally designed and it fell and we are having massive problems with it. The police department cannot enforce covenants. We cannot force these issues. We may have a little more teeth with this one but we can't make them evict people, we can't enforce these rules as they are not state laws and they are not city ordinances.

Ms. Christie: Well, these become conditions of the zoning, which, I guess, can be enforced through the remedies that are in the city code. The closet thing we have to contract zoning.

Mr. Parsley: To the commission. Questions?

Mr. Arthur: If we rezone this and the project doesn't come together if we make it the PUD, it still remains a PUD whether this project happens or not.

Ms. Christie: With the conditions I just read through, yes.

Mr. Arthur: So if someone else came in and wanted to do something, they would have to regardless if it was this gentleman or you know.

Ms. Christie: Or have to come in and have it rezoned to something or submit a revision to the PUD that would allow something else to happen. The property owner is taking that risk by going ahead and rezoning it to a PUD right now with these conditions. They have control of the property until the end of the year.

Ms. Haney: Do you have a limit on how many vehicles, they can own? I mean.

Mr. Motsenbocker: Well, no I don't know that we can restrict how many cars, let's say somebody owns; however, the community is designed to address the officer's question as well about jockeying the cars. We have specifically designed it so that there is a single car garage and then there is a driveway and that driveway has a capacity for two vehicles. So each three bedroom unit actually has a capacity for three cars. That is your

limit. Some of the things that we took into consideration; we didn't want to do a two car garage; we didn't want to a double stacked driveway so even the community directly to the north of us; I've got a photograph I could show of a home that has six cars because there are two in the garage, the garage door was open, and there was four in the driveway. You can't do that with us.

In terms of widths of the street, ultimately it would be our goal as a developer to dedicate the streets but until we get to that final stage of the actual planning, I can't tell you, normally streets are twenty-seven feet wide but I don't know what all the other standard rights-of-way et cetera that would go into it. If the city so wanted to restrict the amount, because you can tell from our design we didn't provide for street parking at all. We did that specifically so that it wouldn't be like a used car lot, so to speak. Even still, with the community room there is only five parking spaces as well, one of which is handicapped. So we have actually taken all of that into consideration presented in the plan that we have right now. Always open for more feedback.

Ms. Haney: Yeah, I mean that is the one concern I would have is where would they park if they had more cars than that.

Mr. Motsenbocker: Well, they wouldn't park in our neighborhood. They would have to park someplace else.

Ms. Haney: They would have to park on Julio Road, right?

Mr. Motsenbocker: No, there is no parking available on Julio Road and there is no parking on Butterfield. It is just not there.

Ms. Christie: Danny can you address, if they were parked on Julio or Butterfield. We don't allow parking on there; they can be towed by the police department; correct?

Mr. Wright: I believe so.

James and Verna Carlton: I'm going to speak for him too. James Carlton and Verna Carlton.

Mr. Carlton: Where the drain comes down beside our house and it runs over on that road and it's got a drain that goes down in a pond. O.K. I want to know what are you going to do to that. They told me when I bought my house that it would always be there. How are they are going to fix that because water runs all the way up to my road there by my house when it comes a flood and I want to know how that is going to be fixed. It would have to have a lot of dirt and the drains on the other side of my property. It comes up and stuff comes out of the drain and it stops right at the highway and runs down to the pond.

Ms. Carlton: We are 3013 Pinot and we have a vacant lot there.

Ms. Christie: And there is a vacant lot next to you that is for drainage. We are not changing any of that.

Ms. Carlton: That is not for drainage though. The lot is on the other side of our property. There is a little area between our neighbor and us and it has got like a little gulley and the water and then the street also has an opening there and that water runs down there and goes under the road and then that water stands in that property.

Ms. Christie: They will be required to pick up that water that comes to road and take it across their property and detain it so no more water comes off the other end. That will be addressed with their large scale.

Mr. Parsley: So would there be anything from a city perspective to address the other side of the road while that is all being done.

Ms. Christie: I can't answer that right now. We don't have any projects set aside to do that. We will have to do that when they submit their plans to see if something needs to be done. I don't know what size, does anybody know what size culvert is Jason or Brad back there. Jason, do you know what size culvert there is under it.

Mr. Aist: I don't.

Ms. Carlton: It goes under Julio.

Mr. Parsley: The responsibility of this development would be the south side of the road and the actual the development itself.

Ms. Christie: To pick up whatever water is coming across there.

Mr. Parsley: But as far as anything in your subdivision, there wouldn't be any improvements on that side on there.

Mr. Wright: To answer your question, I don't believe they would be able to park on Butterfield Coach; however, Julio, I don't know if anything to prohibit it.

Ms. Christie: O.K. We might have to establish that, if you look at it there is a drainage structure on that side that has a four bell opening which you can see from here.

Mr. Motsenbocker: May I address that? I can tell you what we have looked at from a hydrology standpoint. Can we get to our presentation? I will specifically show what is already being planned. We have already talked with city utilities about what storm drainage capacity there is on Butterfield, which is candidly enormous.

Mr. Parsley: Which one do you want her to go to.

Mr. Motsenbocker: What I would like to show you is that Phase I which is the bulk of the development itself is actually going to be graded towards Butterfield so a lot of the water, that you are concerned about and you think is running back towards this pond is actually going to be directed toward Butterfield because we have already confirmed that there is storm drainage on Butterfield that can handle that. That fixes that.

Someone who did not identify himself stated that if they did that, they are going to have to elevate it so much because that drops off.

Ms. Christie: O.K. those are design issues that we have to deal with when we get to the next phase of the project. Right now, we are talking about whether or not we are going to rezone to allow it to move forward. If that happens, then they have to come back with a development plan that shows how they are going to address that issue.

Mr. Parsley: Dr. Compton?

Mr. Compton: Yes, I want to thank you for being here a week ago or two weeks ago and then again this evening to try an answer questions. Just a couple of questions or a couple of thoughts, if I could. You are from Springfield, Missouri. We have got six hundred thousand people that live up and down 49. There are communities of every make up and composition from the Missouri line down to Ft. Smith. Why Springdale and why there?

Mr. Motsenbocker: Great question. So as a management company, I like to use the baseball reference, even though the Super Bowl coming here. It is the swing zone. We focus on a very tight circle. The reason why we do that is because we like to protect the reputation and be able manage everything so we actually work in four different states; Missouri, Oklahoma, Kansas as well as Arkansas. So that is the answer to that question. Why Springdale? Clearly there is a need. You know we have done the demographic research, we have looked at what the market study tells us. This location, when you consider the geographical location; Harp Elementary being a block and a half away, a community park being a half a mile away; a junior high and high school being within a half a mile to the east. The fact that there is very minimal multi-family housing at this particular design; I think that this is a fantastic development; I really do, because the opposite to that would be to try to figure out how to put somebody into an apartment, if you will, which doesn't always work for families, number one or try to put somebody into new homes and I know what it costs to build a new home and that's, financially speaking, that is a challenge. You lose the affordability component of that. That's part of the reason why we picked this location, we've got this design and that is why we were comfortable coming back and asking for the PUD because that's just, from our perspective, that's just not going to change.

Mr. Compton: When you did your demographics and you said you are aware of those. What did those demographics tell you?

Mr. Motsenbocker: Well, it tells us, we look at things like absolute growth, we look at things like job growth; we look at other components like absorption and capture rate. We pay a lot of money to do a market study and so I would be revealing private information. What I will say is that there is a lot of growth; there is a lot of demand and there is a lot of need. I think that this particular spot, we actually like this spot for that very reason. Proximity wise, I mean it is obviously close to medical park, schools, retail. It fits, from a walk score perspective, it has got easy access. We actually believe that most people will likely use the entrance that goes directly to Butterfield and that is why it is designed that way. Yes, there is a home there and that it is the reason it is called Butterfield Pines and yes we will use a lot of things like landscaping because we are

mandated to have to use that. We want to create privacy within our own community. We actually like that so all those pine trees you see to the south; they are not coming down.

Mr. Compton: There are just some alerts on my side. I know this area really well. I know this side of town really well. I drive it two and three times a day, all over and when you use words like the rental rates will be lower than the comparables. When we talk about, in your own slide, you raise the issue with the question with what might the impact of affordable housing be? I have seen that impact. I have seen it from Emma and Butterfield Coach heading south all the way past to where you are talking about. Maybe it is just me, but my history has not been very solid with those kinds of developments.

Mr. Motsenbocker: Sure.

Mr. Compton: We have huge issues to not only in the community, but as that our community grows and grows and grows. For me, that particular location, that particular concept of three bedroom units and seventy-four of them; that has a potential to be a very large development with moderate to low income. I worry a great deal about that.

Mr. Parsley: Any other comments? Yes, sir.

Gentleman did not state his name: Our subdivision, the tax that put that water was that paid for by our subdivision. They said they gave a lot of money to this guy to get that to run down there. Was that paid for by the tax.

Ms. Christie: The developer was required to take care of the drainage that came through that property and to obtain an easement through there. He met all the requirements when the subdivision was put in. I don't know what you mean by large sum of money or tax money because it was his responsibility to build the streets, to put the utilities and take care of the storm drainage when the subdivision went in.

Gentleman: I was just wondering if our tax money is done been paid for to go down there.

Ms. Christie: There hasn't been any tax money to do those improvements down through there for drainage, no. There wasn't any money set aside, that I am aware of, from that subdivision to pay for downstream improvements.

Gentleman: Well, I was talking to a guy (couldn't understand what he was saying).

Ms. Christie: He may have gotten money from the developer for an easement across the property for drainage but there wasn't any public funds put into it that I am aware of. I don't know of any unless somebody over that does, but I don't know of any. That subdivision has been there since what 2005? So it has been there ten years.

Mr. Parsley: Yes sir.

Again, gentleman did not recognize himself. If in four or five year after this project is going these people making \$22,000.00 can't pay \$800.00 a month; does that come back to you guys or does that go to; let's just say he wants to get subsidy renters in

there; does that come back to you guys or does that go to someone else? Does that go to the City or City Council?

Ms. Christie: If he changes the conditions that I just went through; he can't change them unless he comes back to this body and the City Council to change it.

Gentleman: But he can come back to this body in a few years after it is going and say I'm not renting my property; I want to, I don't know if it is called zoning or rule changing

Ms. Christie: I can tell you that is what happened with the Commons and it was changed. Not everybody agreed with that, but that was the decision that was made. It has to come back to this body and to the City Council.

Gentleman: That was my question; which body handles that.

Ms. Christie: Both of them did the last time and both of them would have to hear it this time too.

Gentleman: Do we have anything like this in the area anywhere, like Fayetteville.

Ms. Christie: Har-Ber Meadows is a Planned Unit Development. It started that way. It has a condition, it is a very, if you have been out to Har-Ber Meadows, it is very well taken care of. It works very well; it has good strong conditions with it. The Commons is one of those that didn't work like it was supposed to. We have another going in on the east side of town that's at Habberton and Don Tyson Parkway on the southeast corner. It is just now under construction. We have a couple of more but I can't off the top of my head remember the names.

Gentleman: I kind of afraid this one won't work like it supposed to either.

Verna Carlton: How many more vehicles are we talking about? Butterfield Coach Road is super busy now. I mean we lost part of our front yard to extend that. How many more cars are going to be using that?

Ms. Christie: I can tell you that Butterfield Coach Road and the improvements that have been made is designed to handle 11,000 cars a day. I don't know what the recent counts are on there. This subdivision only has, I mean that this project is not that many more units than is already there. It is designed to handle quite a bit of traffic. It doesn't make getting in and out on the street in the morning any easier when everybody is going to work or in the afternoon when everybody is going home. The street itself is designed to handle that amount of traffic.

Verna Carlton: There is traffic there all the time.

Ms. Christie: There are lots of places in Springdale that there is traffic there all the time.

Ms. Carlton: (I couldn't understand what she was saying as she had already sat down).

Ms. Christie: Because it is residential to residential there is no requirement for a screening fence. Skip did say the pine trees were staying. The pine trees are on your side of the fence? Do you intend to put any kind of screening fence around the project?

Mr. Motsenbocker: Well, generally speaking, we wouldn't even be talking about fencing until we actually we get deeper into the development plans. There are so many landscaping requirements governed under ADVA that a lot of times you can get away with, you know, just natural landscape. This is a natural state and that is usually people's preference so we tend to try and go that route if possible.

Mr. Parsley: Any other comments from the commission? Questions?

Mr. Parsley: Yes sir.

Unknown gentleman: Just a comment. Dr. Compton would know this. Were they using Lakeside Junior High as criteria for the area. Those children will not actually go to Lakeside; they will go to George for the zoning. They would go to Harp, then to J. O. Kelley and they will go to George, unless they change the zoning.

Mr. Compton: As a growing district, we are always in the midst of rethinking and possibly rezoning and we are in the midst of doing that right now. We have a new elementary school opening on Oriole Lane between Electric and 412 right behind J. O. Kelley. That may change the structure a little bit. I'd would also add that the schools that are in proximity and they are, they are very close to what you are talking about and they are all full.

Unknown: Oh, yeah; Harp is saturated.

Mr. Compton: But you are right.

Mr. Parsley: Any questions, comments? Commission?

Mr. Arthur: I can see vehicles on the road. I don't how well you will restrict that, you know as a management group. I can see cars parked up and down the road in front of these facilities. I understand what you are saying, but if they have four cars for a family; if the children are older you know that type of thing, I can see vehicles on the roadway. I mean I live in a neighborhood that we are not supposed to park in the street and we have issues all the time still. We have two car garages and plenty of room in our driveways but I can still see that happening on a regular basis. How do you enforce that; does that hinder what Danny and those guys want to do if there is a problem in there, if there are vehicles up and down the street. How do you address that particular issue.

Mr. Motsenbocker: Sure. So part of the reason why you don't see sidewalks in the community because number one it hasn't been determined whether or not in a PUD we have to have sidewalks. Generally, where there are sidewalks, people believe there is street side parking. If sidewalks were required, then likely we would be asking for red curbing on all the streets so that you couldn't actually park because it would be a dedicated fire zone. Then I would be asking the question of this gentleman, what it would cost when somebody has to pull the car out of impound when it gets towed?

Mr. Wright: At this time that varies by towing company. We have no control.

Mr. Motsenbocker: So if people are signing the lease and the conditions and they know what it is that they are going to be leasing and they go into it with that with the idea they are going to break the lease it is going to be extremely costly. And if you have multiple, we have it within our lease I believe that Patsy read, a portion of that, multiple violations as determined as an eviction. We are not very tolerant. Does that answer your questions.

Mr. Parsley: Any other comments on this? The only other comment that I would make on this, I mean we spent a lot of on this in work session and Skip we appreciate you coming in. When this was originally presented to us as far as an MF-12, I mean we were pretty transparent as far as the conversations on that it would be all on the City and the residents in the area. There is really no out in that whole piece of that and I think with the cooperation that you had to change this to a PUD it gives the City options; as far as having the ability to have an out. I think as Patsy mentioned, previous developments in the City, when you do let those change back from a PUD to something different is when you will have problems and that is the responsibility of the commission to be able to manage that going forward. So I proud as far as the commission we have in place right now and I intend to be on that for a while as well. I want to see responsible growth in Springdale. This one right here, Springfield I see as a local type of business, I think this does have opportunity as far as how restrictive as far as the type of residents that could come in to this. There's huge potential opportunity as far as the type of individuals that I know I would want in my City and who I would want to live next to me as far as this whole development is concerned. That is just kind of where I am at as far as my point of view is on this. I understand a lot of the concerns about the parking and those types of things but I do think that a lot this has been addressed in this. The type of materials, it is a big investment, the type of materials that they are going to really put in place on this and I would say as far as when we get into the large scale development I'm personally will probably not have a lot of leniency as far as any exceptions to this just given the commitment that we would be making especially on this side of town on here. We need to make this side of town work for Springdale. That's just my two cents on this.

If there are not any other comments on here, this will be a call for the vote.

Mr. Covert: Call for the vote.

Ms. Pounders: Gaines – no, Haney – no, Miller – no, Parsley – yes, Powell – no, I'm really torn over this, I don't want to set a precedent for that side of town like we set a precedent on the other side of town also and I am going to vote no. Arthur – yes, Compton – no, Covert – yes.

Mr. Parsley: There are five no and three yes so it does not pass.

Ms. Christie: You have the right to appeal the Planning Commission's decision to the City Council. Your appeal has to be filed with the City Clerk within fifteen days and you have to indicate why you think the Planning Commission's decision was in error and you have to notify the adjacent property owners again.

Mr. Parsley: Thank you. Thank you guys as far as the property owners for coming in and speaking with us. We appreciate that.

D. R16-06 Jennifer & Steven Turner
3066 Habberton Road
From A-1 to SF-1
Presented by Blew & Associates

Mr. Joseph Orr with Blew & Associates was present on behalf of his clients to answer any questions or comments.

Mr. Parsley asked for Staff comments.

Ms. Christie read the Staff comments.

The adopted Comprehensive Land Use Plan indicates low density residential use.

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

Protect the positive aspects of neighborhood character throughout the City.

Appropriate locations for single-family and multi-family residential development should be provided based on accessibility, site suitability, utility availability, neighborhood compatibility and environmental factors.

Encourage the development of a variety of housing types appropriate to the size and income of all households living and working in Springdale.

Mr. Parsley asked if there were those in the audience that had comments or questions.

There were none.

Mr. Miller called for the vote.

VOTE:

YES: Haney, Miller, Parsley, Powell, Arthur, Compton, Covert, Gaines

NO: None

Public Hearing – Conditional Use

A. C16-01 Jennifer & Steven Turner
3066 Habberton Road
LS15-19 Tandem Lot split
Presented by Blew & Associates

Mr. Joseph Orr with Blew & Associates was present on behalf of his clients to answer any questions or comments.

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO VACATE A PORTION OF A PUBLIC
STREET KNOWN AS RIVIERA DRIVE.**

WHEREAS, Michaels Family Revocable Trust, Michael T. Brown, Steven Paul Unger, Mary Lynette Unger, Mark Black and Celia Black have petitioned for the abandonment of a portion of a dedicated public street described as follows:

A 35' wide street right of way lying South of Lot 6 and North of Lot 5 of Dill Addition to the City of Springdale as per the Subdivision Plat on file in Plat Book 3 at Page 314 in the Courthouse of Washington County, Arkansas, said right of way being more particularly described as follows: Beginning at the NE Corner of said Lot 5 and running thence along the North line thereof N 88°43'40"W 105.31' to the NW corner of said Lot 5, thence along the West line of said Dill Addition N01°19'17"E 35.00' to the SW Corner of said Lot 6, thence along the South line thereof S88°43'40"E 105.28' to the SE Corner of said Lot 6, thence along the East line of said Dill Addition S01°16'10"W 35.00' to the point of beginning, containing 0.08 acres, more or less.

WHEREAS, the City Council for the City of Springdale, Arkansas, finds that a hearing date should be set on the petition;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that March 22, 2016 at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this _____ day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

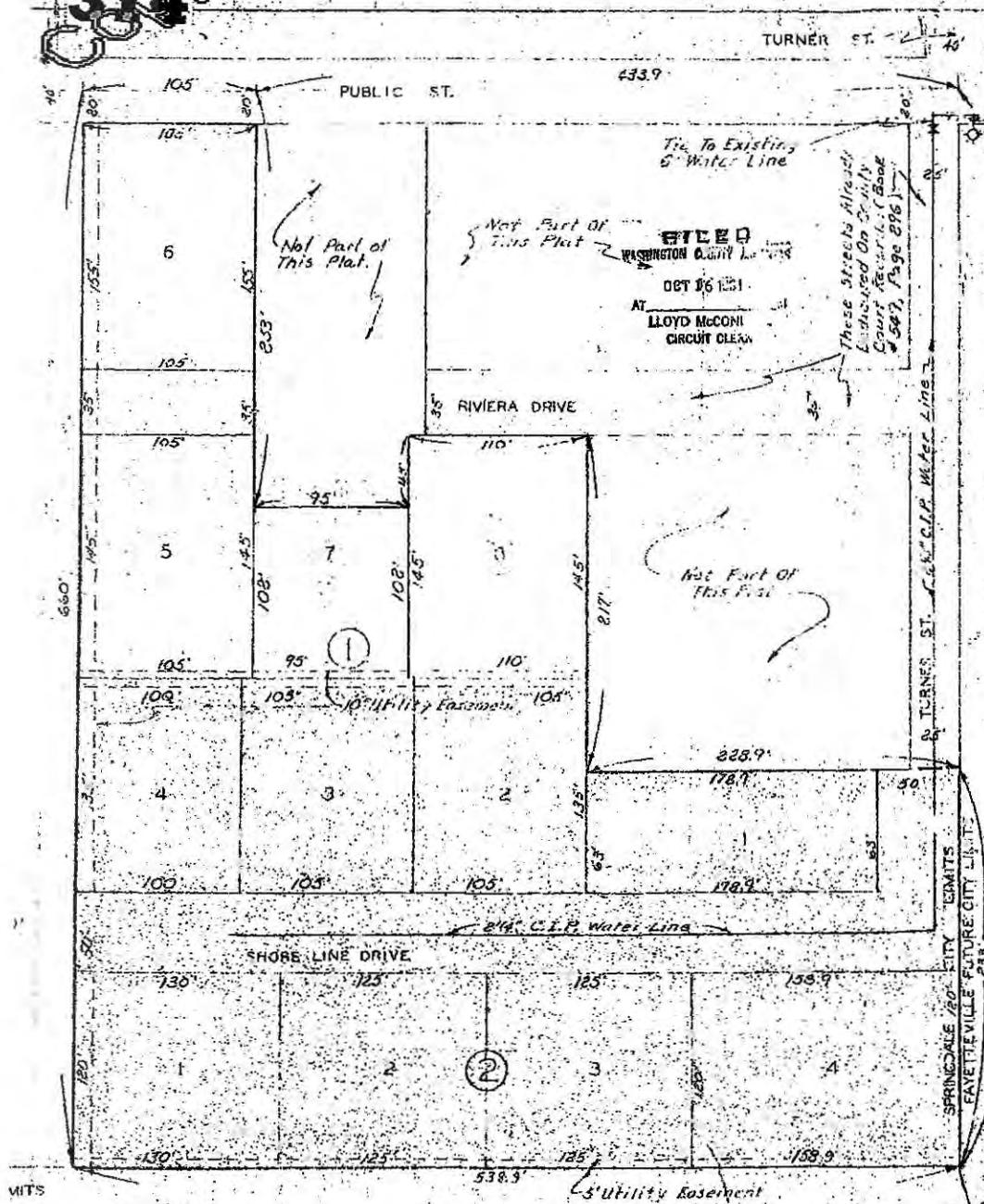
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

314



Note: Shaded Area Indicates Part To Be Developed At This Time.

SE 1/4 Cor. SE 1/4, SW 1/4, SW 1/4 Sec. 13, T17N, R30W.

DILL ADDITION TO SPRINGDALE, ARKANSAS

OWNERS CERTIFICATE AND DEDICATION

We The Undersigned Hereby Certify That We Are The Sole Owners Of The Platted Land As Shown And Hereby Dedicate The Streets And Easements As Shown For The Use Of The Public.

John W. Dill
Subscribed And Sworn To Before Me This 10th Day Of October 1961.

Thomas P. Adams
Notary Public

My Commission Expires 3-4-63

APPROVED AND RECOMMENDED

By The Springdale City Planning Commission This 19th Day Of *Sept* 1961.

D.A. Mann
Chairman.

ACCEPTANCE

Accepted This 10th Day Of *October* 1961 By The Springdale City Council.

LEGAL DESCRIPTION

A part of the SW 1/4 of the SW 1/4 of Section 13, Township 17 North, Range 30 West, more particularly described as follows: Beginning at the southeast corner of said 10 acre tract, thence run north 233 feet, thence west 220.9 feet, thence north 217 feet, thence west 110 feet, thence south 43 feet, thence west 95 feet, thence north 253 feet, thence west 105 feet, thence south 660 feet, thence east 538.9 feet, to the point of beginning.

PREPARED BY

L.M. McROODWIN CONSULTING ENGINEER
FAYETTEVILLE, ARK. AUGUST 1961

EXHIBIT B

ALL INFORMATION CONTAINED

HEREIN IS UNCLASSIFIED

DATE 08-17-2010 BY 47
MELISSA WILSON
CIRCUIT CLERK

ORDINANCE NO. 1344

AN ORDINANCE ABANDONING, CLOSING, RELEASING, AND VACATING AN UNUSED EASEMENT FOR STREET IN THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, a Petition was filed with the City Council of the City of Springdale, Arkansas on the 29th day of May, 1981 asking the City Council to vacate and abandon all that portion of the street designated on the zoning map of the City of Springdale and further appearing as an easement in Deed Record 549 at page 296 of the Deed Records of Washington County, Arkansas, said area being described as follows, to-wit:

A part of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 17 North, Range 30 West described as beginning 175 feet South of the Northeast corner of said ten acre tract and running, thence South 35 feet; thence West 328.9 feet; thence North 35 feet; thence East 328.9 feet to the place of beginning, said area being designated as Riviera Drive on Springdale Zoning Map.

WHEREAS, after due notice as required by law, the Council has, at the time and place mentioned in the Notice, heard all persons desiring to be heard on the question and has ascertained that the street hereinbefore described has heretofore been declared to be an easement for the public use as a street; has not been actually used by the public generally for a period of at least five years subsequent to the said conveyance which reserved the easement; to-wit, has not ever been opened or used by the City or the public in any manner and that the said area so designated as an easement for public street rests entirely within properties owned by the petitioners, Roy I. Bagley and Fay Ella Bagley, either by virtue of a recorded deed in the name of Roy I. Bagley and Fay Ella Bagley, Husband and Wife, or by virtue of a contract of sale of property and that they by their Petition have filed their written consent and request such abandonment and that the public interest and welfare will not be adversely effected by the abandonment of such easement for street; that such area is not for the time being necessary or required for corporate purposes in any manner whatsoever and that the welfare of the City of Springdale will be enhanced or promoted by the closing and abandoning of the said street.

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

1045 228

SECTION ONE: That the City of Springdale, Arkansas hereby releases, vacates, and abandons all its rights, together with the rights of the public

generally, in and to the easement for street designated as follows:

A part of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 13, Township 17 North, Range 30 West described as beginning 175 feet South of the Northeast corner of said ten acre tract and running thence South 35 feet; thence West 328.9 feet; thence North 35 feet; thence East 328.9 feet to the place of beginning, said area being designated as Riviera Drive on Springdale Zoning Map.

That pursuant to the applicable law any right, title or interest shall vest in the real property owners of the lands upon or on which the vacated and abandoned easement runs, to-wit: Roy I. Bagley and Fay Ella Bagley, Husband and Wife. However, said vacating and abandonment shall in no wise effect any public utility easement as now existing.

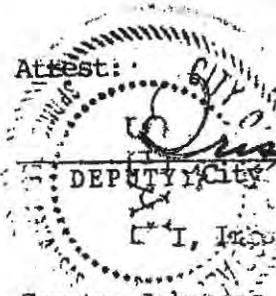
SECTION TWO: A copy of this ordinance duly certified by the City Clerk shall be filed in the Office of the Recorder of the County and recorded in the Deed Records of the County.

SECTION THREE: 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 become effective and be in full force and effect from and after its passage.

Passed and approved this 14TH day of JULY, 1981.

Charles W. McKinney

Mayor

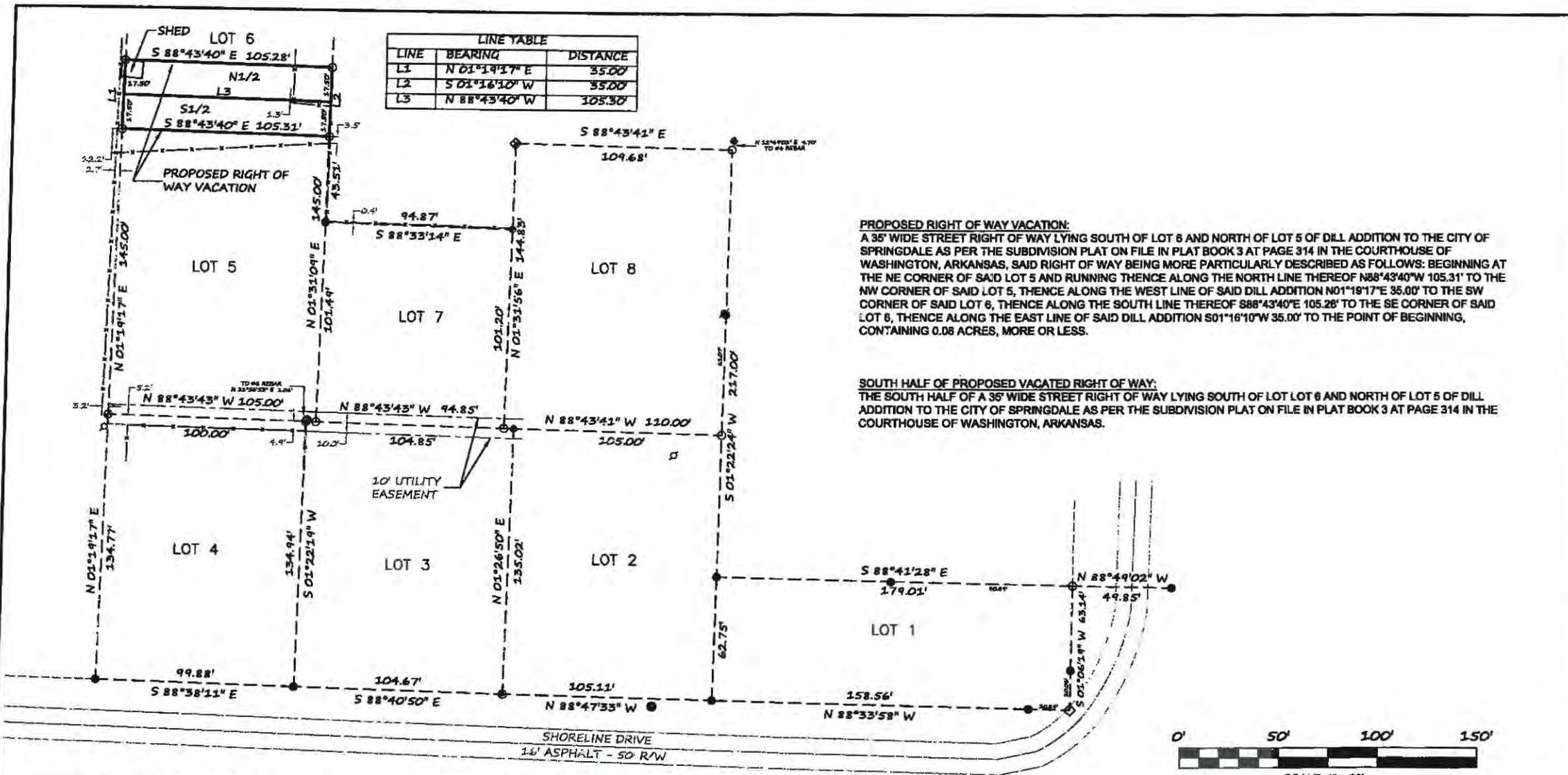
Attest:

Chris Bates

DEPUTY City Clerk

I, *Chris Bates* Dep. Clerk of the City of Springdale, Washington County, Arkansas, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 1344 duly passed and approved by the City Council and the Mayor of the City of Springdale on the 14th day of JULY, 1981 the same being recorded in the Book No. 9 at page 1 of the Ordinances of the City of Springdale, Arkansas

Chris Bates

Deputy City Clerk



RIGHT OF WAY VACATION EXHIBIT

FOR USE OF:
RON MICHAELS

LOCATION: SHORELINE DRIVE, SPRINGDALE WASHINGTON COUNTY, ARKANSAS SEC13, T-17-N, R-30-W

CREW CHIEF: TW DRAWN BY: NM
 PLAT No. 15-102B DATE: 10/27/2015



ATLAS
 PROFESSIONAL LAND SURVEYING

P.O. BOX 1026
 51 MAIN STREET
 WEST FORK, AR 72774
 PH. 479.294.6177

PS #1756
 COA #2875

- LEGEND**
- ◊ COMPUTED POINT
 - SET #4 REBAR
 - EXISTING #5 REBAR
 - EXISTING #4 REBAR
 - EXISTING #3 REBAR
 - EXISTING #2 REBAR
 - EXISTING #1 REBAR
 - GAS METER
 - FENCE CORNER POST
 - EXISTING #6 REBAR
 - FENCE LINE
 - BOUNDARY LINE OF R/W
 - THE LINE
 - RIGHT-OF-WAY
 - EDGE OF GRAVEL/ASPHALT
 - CENTERLINE OF ROAD
 - UTILITY EASEMENT

NOTES:
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 EXCEPT AS SPECIFICALLY STATED OR SHOWN HEREON, THIS SURVEY DOES NOT REFLECT ANY EASEMENTS (OTHER THAN APPARENT EASEMENTS OBSERVED IN THE FIELD AT THE TIME OF THE SURVEY) BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, LAND-USE REGULATIONS, OR FACTS IN WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

UTILITIES:
 EXCEPT AS SHOWN HEREON, NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC FACILITY. CONTACT ALL UTILITY PROVIDERS FOR THIS INFORMATION.

FLOOD INFORMATION:
 ANY INFORMATION (TEXT, LINES, SYMBOLS, HATCHES, ETC) ON THIS PLAT THAT MAKE REFERENCE TO FLOOD ZONES ARE DERIVED FROM A FLOOD INSURANCE RATE MAP (FIRM) BY GRAPHICAL PLOTTING ONLY AND DOES NOT REPRESENT THE SURVEYOR'S OPINION ON THE PROBABILITY OF FLOODING.

PETITION TO VACATE STREET

Comes now, RONALD E. MICHAELS and JENNIFER L. MICHAELS, husband and wife, and Co-Trustees of the MICHAELS FAMILY REVOCABLE TRUST, MICHAEL T. BROWN, a single person, STEVEN PAUL UNGER and MARY LYNETTE UNGER, husband and wife, and MARK BLACK and CLELIA BLACK, husband and wife, and for their Petition alleges and states:

1. Petitioners are the landowners of property adjacent to a street previously designated on the Springdale Zoning Map as part of Riviera Drive, and referenced herein as the "West part of Riviera Drive".

2. Said road is further referenced on the Owner's Certificate and Dedication for the Dill Addition, which dedication was accepted by the Springdale City Council on October 10, 1961, a copy of which is attached hereto as Exhibit A and is also to be found in Plat Book 3 at Page 314 in the Courthouse of Washington County, Arkansas.

3. The "East part of said Riviera Drive" was vacated by the City Council of the City of Springdale by Ordinance No. 1344 on July 14, 1981. A copy of said Ordinance is attached hereto as Exhibit B.

4. The current Springdale Zoning Map as well as the current Washington County Parcel Map, both erroneously reflect that the "West part of Riviera Drive" has been vacated and the "East part of Riviera Drive" remains non-vacated. In fact, the "East part of Riviera Drive" was vacated by Ordinance No 1344 and no action has ever been taken with respect to the "West part of Riviera Drive."

5. The "West part of Riviera Drive" is described as follows:

A 35' WIDE STREET RIGHT OF WAY LYING SOUTH OF LOT 6 AND NORTH OF LOT 5 OF DILL ADDITION TO THE CITY OF SPRINGDALE AS PER THE SUBDIVISION PLAT ON FILE IN PLAT BOOK 3 AT PAGE 314 IN THE COURTHOUSE OF WASHINGTON COUNTY, ARKANSAS, SAID RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 5 AND RUNNING THENCE ALONG THE NORTH LINE THEREOF N88°43'40"W 105.31' TO THE NW CORNER OF SAID LOT 5, THENCE ALONG THE WEST LINE OF SAID DILL ADDITION N01°19'17"E 35.00' TO THE SW OF SAID LOT 6, THENCE ALONG THE SOUTH LINE THEREOF S88°43'40"E 105.28' TO THE CORNER OF SAID LOT 6, THENCE ALONG THE EAST LINE OF SAID DILL ADDITION S01°16'10"W 35.00' TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES, MORE OR LESS.

A copy of the survey dated October 27, 2015, conducted by Atlas Professional Land Surveying, is attached hereto as Exhibit C.

6. RONALD E. MICHAELS and JENNIFER L. MICHAELS, husband and wife, are the

owners of the property on the South side of the "West part of Riviera Drive", further described as Lot 5, Block 1 of the Dill Addition to the City of Springdale and Parcel #815-21351-000. MICHAEL T. BROWN is the owner of the property on the North side of the "West part of Riviera Drive", further described as a part of Lot 6, Block 1 of the Dill Addition to the City of Springdale and Parcel # 815-29421-000. STEVEN PAUL UNGER and MARY LYNETTE UNGER, husband and wife, are the owners of the property on the West side of the "West part of Riviera Drive", more particularly described in the deed attached hereto as Exhibit D and Parcel #815-29435-000. MARK BLACK and CLELIA BLACK, husband and wife, are the owners of the property on the East side of the "West part of Riviera Drive", more particularly described in the deed attached hereto as Exhibit E and Parcel #815-29426-000.

7. "Riviera Drive" has *never* actually been used by the public as a street or alley and the Springdale City Council, pursuant to A.C.A. 14-301-301, has the power to vacate and abandon the street....or any portion thereof...."

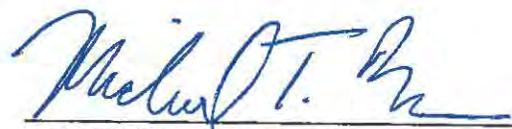
WHEREFORE, Petitioners request the Springdale City Council to vacate Riviera Drive as more particularly described in Exhibit C herein.



RONALD E. MICHAELS, individually &
as Co-Trustee of the MICHAELS FAMILY
REVOCABLE TRUST



JENNIFER L. MICHAELS, individually &
as Co-Trustee of the MICHAELS FAMILY
REVOCABLE TRUST



MICHAEL T. BROWN



STEVEN PAUL UNGER



MARY LYNETTE UNGER

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
APPOINTMENT OF PAYTON PARKER
TO THE SPRINGDALE PLANNING
COMMISSION.**

WHEREAS, the Mayor has recommended Payton Parker be appointed to Seat #7 on the Springdale Planning Commission, said term to expire on January 31, 2020; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that Payton Parker is hereby appointed to Seat #7 of the Springdale Planning Commission, said term to expire on January 31, 2020.

PASSED AND APPROVED this 23rd day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Payton Parker

503 Robin Hood Ct • Springdale, AR 72764

(479) 601-6898

paytparker@gmail.com

SUMMARY OF QUALIFICATIONS

- Extensive knowledge of nonprofit operations as well as grant management and financial practices
- Strong oral and written communication skills
- Excellent organizational skills
- Proven ability to prioritize and handle multiple tasks in a challenging environment
- Demonstrated success in a team environment which worked closely to achieve goals

EDUCATION

University of Arkansas, Fayetteville, AR

Sam M. Walton College of Business

Bachelor of Science, Business Administration, May 2012

- Major: Finance with concentration in Banking
- Minor: Management

WORK EXPERIENCE

*National Institute for Excellence in Teaching
Fayetteville, AR*

November 2013 - Present

Director of Grant Management and Business Operations

- Continued to serve as Director of Grant Management as well as embracing additional responsibilities
- Developed a new invoicing workflow and implemented processes that increased efficiency and accuracy of billing
- Continually tracks the progress of all contracts, statements of work and invoices associated with school services
- Responsible for reviewing and providing feedback on all external contracts
- Ensures that invoices for services are accurate, consistent and sent in a timely manner

Director of Grant Management

- Responsible for compliance and reporting for 8 Federal Grants with annual budgets exceeding \$35M
- Assisted with creating the budgets, writing narratives and overall submission for several large-scale state contract bids and Federal grants
- Acted as financial liaison between NIET, grant partners and the Federal Government
- Calculated and negotiated a company-wide indirect rate
- Reviewed, processed and approved grant reimbursement packets from 22 grant partners on a quarterly basis
- Spearheaded the annual and interim performance report submissions as well as bimonthly monitoring calls
- Responsible for leading webinars and in-person presentations on several grant related topics
- Demonstrated an ability to work in a team setting by supporting Project Directors and Executive Leadership

*Arvest Bank Group
Springdale, AR
Loan Officer*

June 2007 - November 2013

- Responsible for the growth and management of a \$9.5M loan portfolio
- Demonstrated independent judgment by approving loans within lending limits
- Consistently met and exceeded sales goals by developing new business
- Protected the bank by continuously monitoring the quality and performance of serviced loans
- Motivated branch associates to look for lending opportunities with all customers

Deposit Counselor

- 20 - 30 hrs/wk while in college
- Grew customer relationships by cross-selling bank products
- Performed account openings and maintenance
- Maintained a high level of customer satisfaction through daily customer contact
- Worked with team members to achieve sales and referral goals
- Flexible utility worker cross-trained to perform multiple jobs within the bank

Teller

- Responsible for nightly closing procedures
- Mentored new tellers
- Processed transactions and explained bank policies and procedures as needed
- Maintained a high level of customer service in an often stressful environment

Springdale Country Club
Springdale, AR
Range Attendee

May 2005 - June 2007

- Gained valuable contacts with influential local business men and women
- Attended to customer's needs while providing exceptional customer service
- Learned to work in a team setting to accomplish goals

VOLUNTEER EXPERIENCE

- Springdale Public Schools Patron Shelf - Member
- Springdale Public Schools Education Foundation - Volunteer
- EOA Head Start of Washington County - Volunteer

RESOLUTION NO: _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES CONTRACT**

WHEREAS, the City of Springdale acquired the Shiloh Meeting Hall in January of 2005 and agreed to make improvements to the property within 15 years, and

WHEREAS, the Shiloh Museum has spent \$195,142 to restore the exterior of the building, and;

WHEREAS, the estimated cost to restore and improve the interior of the Shiloh Meeting Hall is \$1,000,000, and

WHEREAS, the firm of Clements & Associates/Architecture, Inc. has been selected to be the architect for the project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a professional services contract with Clements & Associates/Architecture, Inc. for an amount not to exceed \$13,800 plus reimburseable expenses as outline in the contract.

PASSED AND APPROVED this 23rd day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of February in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Shiloh Museum of Ozark History
118 West Johnson Avenue
Springdale, Arkansas 72764

and the Architect:
(Name, legal status, address and other information)

Clements & Associates/Architecture, Inc.
507 Main Street
North Little Rock, Arkansas 72114

for the following Project:
(Name, location and detailed description)

Interior Restoration and Rehabilitation - Historic Shiloh Church
Bidding and Construction Administration Services
Huntsville and Main Streets, Springdale, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(2001290841)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Winter, 2016

.2 Substantial Completion date:

Fall, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

(2001290841)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000.00
- .2 Automobile Liability
\$1,000,000.00
- .3 Workers' Compensation
\$500,000.00
- .4 Professional Liability
\$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services..

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

Init.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 (Services were included in Phase I – Scope of Work).

(Paragraphs deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 (Services were included in Phase I – Scope of Work).

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 (Services were included in Phase I – Scope of Work).

(Paragraphs deleted)

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS (NOT USED)

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

Init.

of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Init.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

Init.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

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- .2 two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

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advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Lump Sum Fee for the "Bidding and Construction Administration Services is \$13,800.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

There are no pre-determined additional services included within this agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be compensated on an hourly basis.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	zero	percent (0	%)
Design Development Phase	zero	percent (0	%)
Construction Documents Phase	zero	percent (0	%)
Bidding or Negotiation Phase	Fifty	percent (50	%)
Construction Phase	Fifty	percent (50	%)

invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % ten

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

The Honorable Doug Sprouse
Mayor of Springdale, Arkansas

(Printed name and title)

ARCHITECT

(Signature)

Gary Clements, President
Clements & Associates/Architecture, Inc.

(Printed name and title)

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1 day of February in the year 2016
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

Shiloh Museum of Ozark History
118 West Johnson Avenue
Springdale, Arkansas 72764

and the Architect:
(*Name, legal status, address and other information*)

Clements & Associates/Architecture, Inc.
507 Main Street
North Little Rock, Arkansas 72114

for the following Project:
(*Name, location and detailed description*)

Interior Restoration and Rehabilitation - Historic Shiloh Church
Bidding and Construction Administration Services
Huntsville and Main Streets, Springdale, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Winter, 2016

.2 Substantial Completion date:

Fall, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000.00
- .2 Automobile Liability
\$1,000,000.00
- .3 Workers' Compensation
\$500,000.00
- .4 Professional Liability
\$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 (Services were included in Phase I – Scope of Work).

(Paragraphs deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 (Services were included in Phase I – Scope of Work).

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 (Services were included in Phase I – Scope of Work).

(Paragraphs deleted)

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS (NOT USED)

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

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of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

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- .2 two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

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advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Lump Sum Fee for the "Bidding and Construction Administration Services is \$13,800.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

There are no pre-determined additional services included within this agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be compensated on an hourly basis.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	zero	percent (0	%)
Design Development Phase	zero	percent (0	%)
Construction Documents Phase	zero	percent (0	%)
Bidding or Negotiation Phase	Fifty	percent (50	%)
Construction Phase	Fifty	percent (50	%)

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Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal's Hourly Rate	\$136.00/hour
Project Architect's Hourly Rate	\$115.00/hour
Project Manager's Hourly Rate	\$101.00/hour
Intern Architect's Hourly Rate	\$78.00/hour
Technician's Hourly Rate	\$68.00/hour
Office Manager/Clerical Hourly Rate	\$60.00/hour
Other's	Three (3) Times Direct Expenses

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the

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invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % ten

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

The Honorable Doug Sprouse
Mayor of Springdale, Arkansas

(Printed name and title)

ARCHITECT



(Signature)

Gary Clements, President
Clements & Associates/Architecture, Inc.

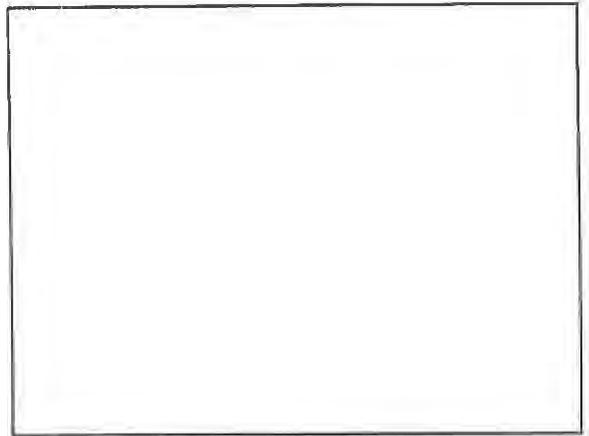
(Printed name and title)

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ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of February 2, 2016 for hearing the matter of a petition of Jennifer and Steven Turner requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1).

Layman's Description: 3066 Habberton Road

Legal Description: A part of the NW 1/4 of the SE 1/4 of Section 9, Township 17North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: From the SW Corner of the NE 1/4 of the SW 114 of said Section 9, running South 88°51'08" East 1310.03 feet to the Point of Beginning; thence running North 00°10'52" East 534.70 feet; thence North 89°47'46" East 556.59 feet along an existing fence; thence along an existing fence, South 00°14'00" West 547.83 feet; thence along an existing fence, North 88°51'08" West 556.16 feet to the Point of Beginning, and containing 6.9 acres, more or less.

LESS AND EXCEPT

A part of the NW 1/4 of the SE 1/4 of Section 9, Township 17North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point in a County Road which is South 88°51'08" East 1310.03 feet from the SW Corner of the NE 1/4 of the SW 1/4 of said Section 9; thence North 00°31'56" East 402.05 feet along said Road; thence

South 8 53'55" East 556.39 feet to an existing fence; thence along said fence South 00°33'56" West 412.21 feet to a found iron pin; thence North 88°51'08" West 556.17 feet to the Point of Beginning, containing 5.20 acres, more or less. Subject to the Right of Way of a County Road along the West line thereof .

Subject to rights-of-way, easements, restrictive covenants and other restrictions of record, if any, or set out therein.

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Doug Sprouse, Mayor

ATTEST:

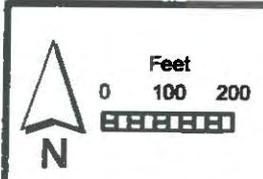
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public hearing sign posted: / / 2016
Public hearing sign posted by: CS
S Public Hearing Sign Location



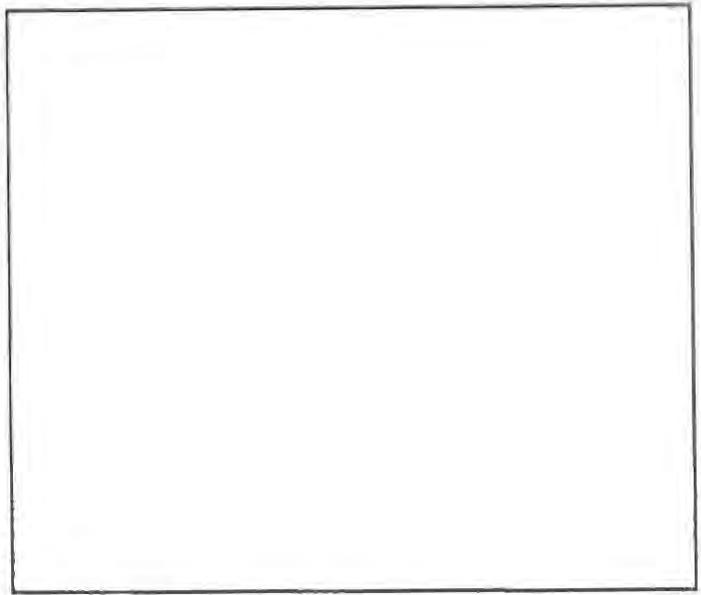
FILE NUMBER: R16-06 & C16-01
APPLICANT: JENNIFER & STEVEN TURNER
REZONING REQUEST: A-1 TO SF-1
CONDITIONAL USE REQUEST: TANDEM LOT SPLIT

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING

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, WASHINGTON COUNTY, ARKANSAS.

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



PROPERTY OWNER: Mill Creek Manor, LLC
LEGAL DESCRIPTION: Part of the N1/2 of the SE1/4 of Section 16, Township 17 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:
Commencing at a found iron pin at the East 1/4 corner of said Section 16, thence along the North line of said N1/2 of the SE1/4 North 87 degrees 18 minutes 39 seconds West 1059.55 feet to the point of beginning; thence departing said North line South 23 degrees 13 minutes 44 seconds East 17.35 feet; thence along a curve to the right having a delta of 07 degrees 04 minutes 14 seconds, a radius of 269.20 feet, a long chord that bears South 19 degrees 24 minutes 07 seconds East, 33.20 feet, an arc distance of 33.22 feet; thence South 15 degrees 52 minutes 00 seconds East 1228.88 feet; thence along a curve to the right having a delta of 14 degrees 03 minutes 46 seconds, a radius of 439.33 feet, a long chord that bears South 08 degrees 10 minutes 25 seconds East, 107.56 feet, an arc distance of 107.83 feet to a point on the South line of said NE1/2 of the SE1/4; thence along said South line North 87 degrees 20 minutes 27 seconds West 1594.48 feet to a found iron pin (LS 1144) said point being on the Easterly Right of Way line of U.S. Highway 540; thence along said Easterly Right of Way Line the following 5 courses:
North 07 degrees 05 minutes 17 seconds West 24.95 feet to a found Right-of-Way Monument;
North 10 degrees 43 minutes 51 seconds West 263.18 feet to a found Right-of-Way Monument;
North 10 degrees 39 minutes 30 seconds West 417.99 feet to a found Right-of-Way Monument;
North 18 degrees 35 minutes 46 seconds West 422.42 feet to a found Right-of-Way Monument;
thence departing said Easterly Right-of-Way Line and along said North line of the N1/2 of the SE1/4 South 87 degrees 18 minutes 39 seconds East 1534.50 feet to the Point of Beginning.
LAYMAN'S DESCRIPTION: 4500 S. 48th St.
Springdale, Washington County, Arkansas
PARCEL NO.: 815-30882-000

PROPERTY OWNER: R & D Investments Partnership
LEGAL DESCRIPTION: Lot Numbered Twenty (20) in Block Numbered Two (2), of Harper Addition No. Two (2), to the City of Springdale, Arkansas, as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 1403 Daline St.
Springdale, Washington County, Arkansas
PARCEL NO.: 815-22252-000

PROPERTY OWNER: Southern Chicken, LLC
LEGAL DESCRIPTION: Part of the West Half (W1/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 8, Township 17 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northeast corner of the W1/2 of the NW/4 of said NW/4; thence South 00 degrees 17 minutes 07 seconds West a distance of 330.00 feet to a point from which a found 5/8 inch diameter iron pin bears North 00 degrees 17 minutes 07 seconds West a distance of 3.70 feet; thence North 89 degrees 23 minutes 37 seconds West a distance of 227.57 feet to a found set 5/8 inch diameter iron pin; thence North 00 degrees 19 minutes 38 seconds East a distance of 330.00 feet; thence South 89 degrees 23 minutes 37 seconds East a distance of 227.32 feet to the POINT OF BEGINNING (P.O.B.), containing 1.72 acres, more or less and being subject to the right of way of U.S. Highway #412 along the North boundary thereof. Also subject to any easements, rights of way, covenants and restrictions of record.

LAYMAN'S DESCRIPTION: East Robinson Ave.
Springdale, Washington County, Arkansas
PARCEL NO.: 815-30621-002

PROPERTY OWNER: Pennymac Loan Services, LLC
LEGAL DESCRIPTION: Lot Numbered Seven (7) of Park Place Subdivision, Springdale, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 2271 Victoria St.
Springdale, Washington County, Arkansas
PARCEL NO.: 815-34126-000

PROPERTY OWNER: JMG Property Solutions, LLC
LEGAL DESCRIPTION: Lot Twenty-seven (27), Block Five (5), Carter Addition to the City of Springdale, Arkansas, as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 1307 Young St.
Springdale, Washington County, Arkansas
PARCEL NO.: 815-20876-000

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:

\$1,104.84 clean-up costs and \$21.74 administrative costs – 4500 S. 48th St. (#815-30882-000)
\$456.65 clean-up costs and \$48.70 administrative costs – R & D Investments Partnership
(#815-22252-000)

\$1,196.26 clean-up costs and \$28.48 administrative costs – E. Robinson Ave. (#815-30621-002)
\$802.84 clean-up costs and \$21.74 administrative costs – 2271 Victoria St. (#815-34126-000)
\$465.42 clean-up costs and \$35.22 administrative costs – 1307 Young St. (#815-20876-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$1,126.58, plus 10% for collection – 4500 S. 48th St. (#815-30882-000)
\$505.35, plus 10% for collection – R & D Investments Partnership (#815-22252-000)
\$1,224.74, plus 10% for collection – E. Robinson Ave. (#815-30621-002)
\$824.58, plus 10% for collection – 2271 Victoria St. (#815-34126-000)
\$500.64, plus 10% for collection – 1307 Young St. (#815-20876-000)

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 _____ day of February, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

January 13, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mill Creek Manor
c/o Amy M. Wilbourn, Registered Agent
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703

RE: Notice of clean-up lien on property located at 4500 S. 48th St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
30882-000

Dear Property Owner:

On February 26, 2015, notice was posted on property located at 4500 S. 48th St.,
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 February 26, 2015, 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.

No action was taken by the owner to clean up the property within seven (7)
business days. 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 December 30, 2015. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$1,104.84. I have enclosed invoices
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.74 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 February 23, 2016, a hearing 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 will be held Tuesday, February 23, 2016 at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,111.58, which includes \$1,104.84 for cleaning up the property and \$6.74 for certified mailings to the City of Springdale by the date listed above. 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. Please provide me with a copy of any payment you make so that I will be aware of it.

If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Sparkman', with a long horizontal line extending to the right.

Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

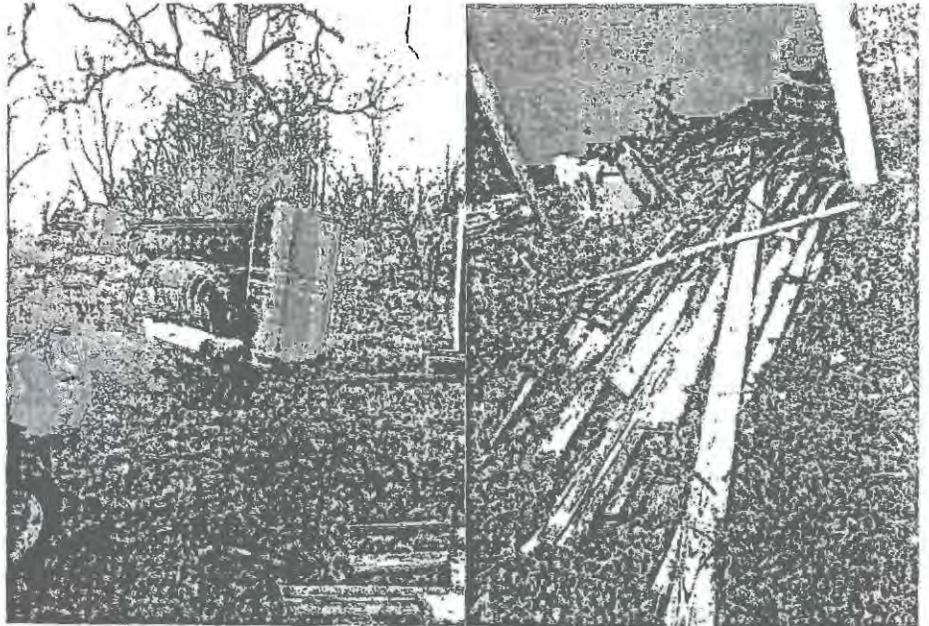


City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/756-7712

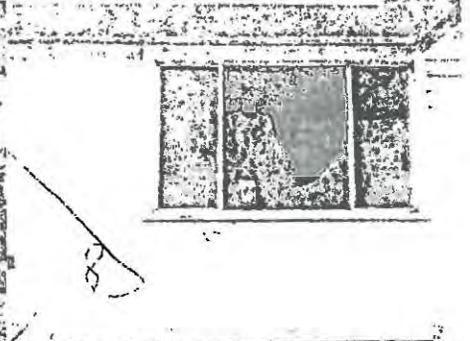
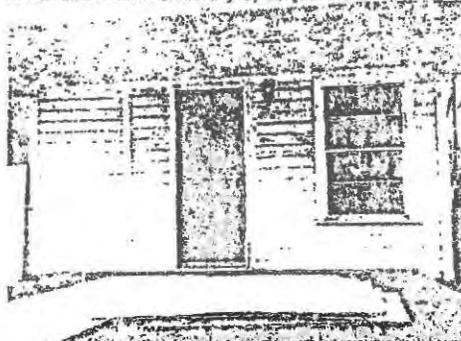
CITY ABATEMENT - Wednesday, December 30, 2015 12:59:23 PM (645 CITY ABATEMENT)

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	12/30/2015 12:59:23 PM
Property Address	4500 s 48th st.
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Wednesday, December 30, 2015 12:59:00 PM
Officer on Site	Tina Haden
Supervisor on Job	Henry Hernandez, Daniel Combs
Employee	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Junk and Trash Removal from Curb, Property Clean Up - Junk and Trash
Equipment Used	
Equipment	721 Kubota Tractor, 6030 Service Truck-Landscaping, 6038 1-ton Work Truck-Landscaping, 6050 1-ton Work Truck Landscaping
721 Kubota Tractor	\$65.00
6030 Service Truck-Landscaping	\$35.00
6038 1-ton Work Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	6
Temporary Labor Cost	144.00
Employee Cost per hour	27.42
Total Employee Cost	54.84
Equipment Cost per hour	135.00
Total Equipment Cost	270.00
Mobilization Fee	\$200.00
Extra materials cost	\$436.00

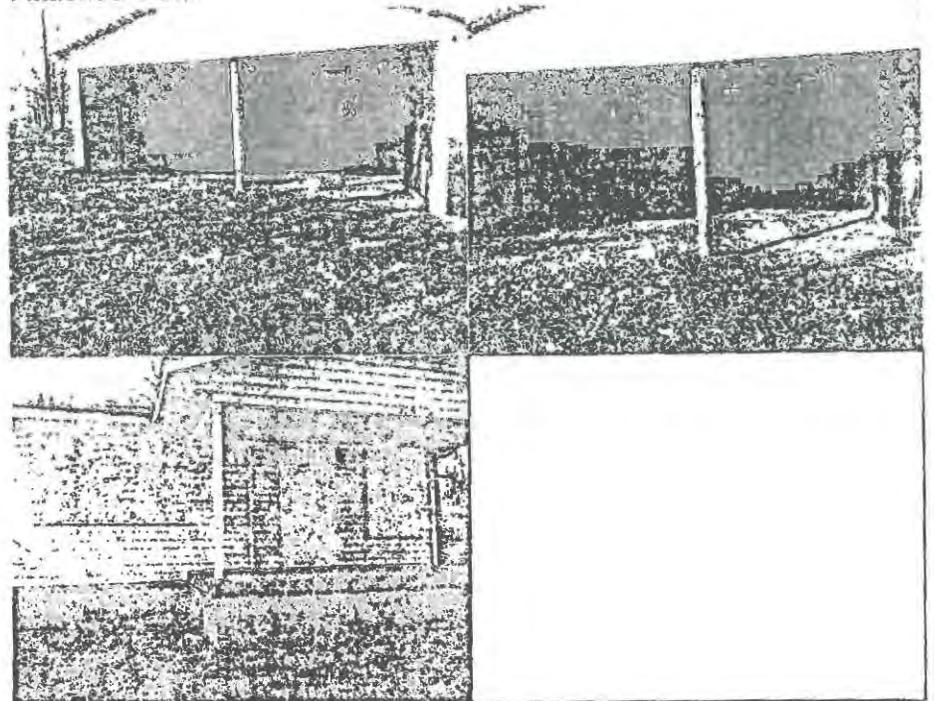
Total Cost of Abatement
Final Photos

1104.84
Attached Data



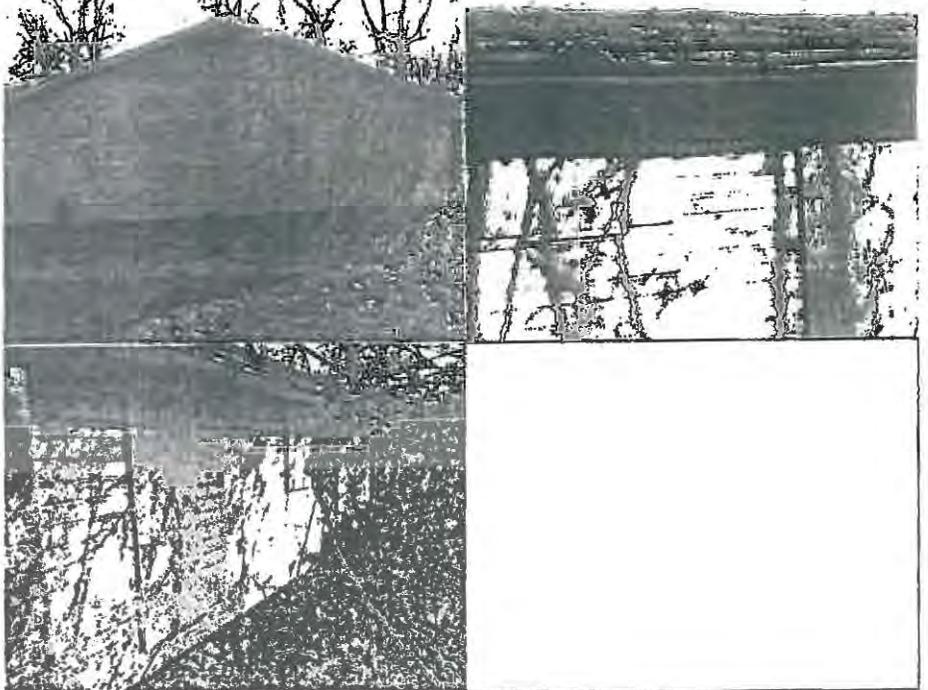
Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data





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Tracking Number: **70141200000107591910**

Updated Delivery Day: **Friday, January 15, 2016**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS OF ITEM

LOCATION

January 15, 2016 , 11:31 am

Delivered

FAYETTEVILLE, AR 72703

Your item was delivered at 11:31 am on January 15, 2016 in FAYETTEVILLE, AR 72703

January 15, 2016 , 6:18 am

Out for Delivery

FAYETTEVILLE, AR 72703

January 15, 2016 , 6:08 am

Sorting Complete

FAYETTEVILLE, AR 72703

January 15, 2016 , 4:19 am

Arrived at Unit

FAYETTEVILLE, AR 72703

January 14, 2016 , 9:55 pm

Departed USPS Facility

FAYETTEVILLE, AR 72701

January 13, 2016 , 9:31 pm

Arrived at USPS Facility

FAYETTEVILLE, AR 72701

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70141200000107591910

Track It

Manage Incoming Packages

Track all your packages from a dashboard
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Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
ecate@springdalear.gov

January 8, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

R & D Investments Partnership
P.O. Box 1781
Alma, AR 72921

Mr. Lance E. Smith, Registered Agent
for Firststar Bank, National Association
4300 Rogers Ave., Suite 16
Fort Smith, AR 72903

U.S. Department of Housing and Urban Development
451 7th Street, S.W.
Washington, DC 20410

Ms. Wanda C. Merritt, Field Office Director
Department of Housing and Urban Development
425 W. Capitol Ave., Suite 1000
Little Rock, AR 72201-3488

The Corporation Company d/b/a
CT Corporation, Registered Agent for
U.S. Bank, National Association
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 1403 Daline St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
22252-000

Dear Property Owner/Lienholder:

On May 12, 2015, notice was posted on property located at 1403 Daline St.,
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 May 12, 2015, 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.

No action was taken by the owner to clean up the property within seven (7) business days. 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 August 28, 2015. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$465.65. I have enclosed an invoice evidencing the 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 \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

As I was preparing an ordinance to place a lien on this property, I found that on or about October 13, 2015, the property was transferred to Secretary of Housing and Urban Development via Special Warranty Deed, and on December 29, 2015, the property was transferred to R & D Investments Partnership. Copies of these documents are enclosed for your reference.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 23, 2016, a hearing 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 will be held Tuesday, February 23, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$490.35, which includes \$456.65 for cleaning up the property and \$33.70 for certified mailings to the City of Springdale by the date listed above. 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. Please provide me with a copy of any payment you make so that I will be aware of it.

With all that being said, I am mindful that the events leading up to the City having to expend \$490.35 to clean up this property did not involve you, nor were you responsible for the property at that time. However, I am obligated to try and recover the taxpayer's funds that were expended to clean up this property.

I would be happy to discuss this matter with you at your convenience, and to provide you with any documentation you may need to prove that the previous owner was fully aware of all this prior to transferring this property to you.

If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "E.B. Cate", written in a cursive style.

Ernest B. Cate
City Attorney

enclosures
EBC:ch



**City of Springdale
Code Enforcement**

210 Spring Street - Springdale, AR 72734 - Office 479/756-7772

CITY ABATEMENT - 8/28/2015 10:26 AM (646 CITY ABATEMENT)

Status: CITY ABATEMENT
Order # CDAL1403
Property Address
Before Picture

1403 Daline
Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement
Date of Abatement
Officer on Site

Violation Notice / Lien
8/28/2015 9:26 AM
Tina Haden



**City of Springdale
Code Enforcement**

218 Spring Street - Springdale, AR 72764 - Office 479/751-7711

Supervisor on Job	Henry Hernandez
Employee	
Employee	Henry Hernandez
HH Benefit Rate	\$18.65
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping,6038 1-ton Work Truck-Landscaping
748 Grasshopper	\$55
743 Kubota	\$65
6031 Service Truck-Landscaping	\$35
6038 1-ton Work Truck-Landscaping	\$35
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48
Employee Cost per hour	\$18.65
Total Employee Cost	\$18.65
Equipment Cost per hour	\$190
Total Equipment Cost	\$190
Mobilization Fee	\$200
Extra materials cost	\$0
Total Cost of Abatement	\$456.65
Final Photos	Attached Data



Final Photos **Attached Data**



Final Photos **Attached Data**



City of Springdale
Code Enforcement

210 Spring Street - Springdale, AR 72761 - Office 479/764-3713





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Tracking Number: **70141200000107591897**

Updated Delivery Day: **Wednesday, January 13, 2016**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
January 13, 2016 , 8:32 am	Delivered	LITTLE ROCK, AR 72202

Your item was delivered at 9:23 am on January 13, 2016 in LITTLE ROCK, AR 72202

January 13, 2016 , 8:23 am	Out for Delivery	LITTLE ROCK, AR 72202
January 13, 2016 , 8:13 am	Sorting Complete	LITTLE ROCK, AR 72202
January 13, 2016 , 6:10 am	Available for Pickup	LITTLE ROCK, AR 72202
January 13, 2016 , 6:01 am	Available for Pickup	LITTLE ROCK, AR 72202
January 12, 2016 , 12:07 pm	Arrived at Unit	LITTLE ROCK, AR 72202
January 11, 2016 , 4:52 am	Departed USPS Facility	LITTLE ROCK, AR 72231
January 10, 2016 , 10:48 pm	Arrived at USPS Facility	LITTLE ROCK, AR 72231
January 9, 2016 , 12:56 am	Departed USPS Facility	FAYETTEVILLE, AR 72701
January 8, 2016 , 9:03 pm	Arrived at USPS Facility	FAYETTEVILLE, AR 72701

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70141200000107591897

Track It

Manage Incoming Packages

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Tracking Number: **7014120000107591880**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS OF ITEM

LOCATION

January 12, 2016 , 12:21 pm

Delivered

LITTLE ROCK, AR 72201

Your item was delivered at 12:21 pm on January 12, 2016 in LITTLE ROCK, AR 72201

January 11, 2016 , 4:52 am

Departed USPS Facility

LITTLE ROCK, AR 72231

January 10, 2016 , 10:48 pm

Arrived at USPS Facility

LITTLE ROCK, AR 72231

January 9, 2016 , 12:56 am

Departed USPS Facility

FAYETTEVILLE, AR 72701

January 8, 2016 , 11:03 pm

Arrived at USPS Facility

FAYETTEVILLE, AR 72701

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

7014120000107591880

Track It

Manage Incoming Packages

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Tracking Number: **70141200000107591873**

Updated Delivery Day: **Monday, January 18, 2016**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
January 19, 2016 , 8:31 am	Delivered	WASHINGTON, DC 20410

Your item was delivered at 8:31 am on January 19, 2016 in WASHINGTON, DC 20410

January 17, 2016 , 10:15 am	Business Closed	WASHINGTON, DC 20410
January 17, 2016 , 8:46 am	Arrived at Hub	WASHINGTON, DC 20018
January 9, 2016 , 12:56 am	Departed USPS Facility	FAYETTEVILLE, AR 72701
January 8, 2016 , 9:05 pm	Arrived at USPS Facility	FAYETTEVILLE, AR 72701

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70141200000107591873

Track It

Manage Incoming Packages

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Tracking Number: **70141200000107591866**

Updated Delivery Day: **Monday, January 11, 2016**

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS OF ITEM

LOCATION

January 11, 2016 , 12:29 pm

Delivered

FORT SMITH, AR 72903

Your item was delivered at 12:29 pm on January 11, 2016 in FORT SMITH, AR 72903.

January 11, 2016 , 7:10 am

Out for Delivery

FORT SMITH, AR 72903

January 11, 2016 , 7:00 am

Sorting Complete

FORT SMITH, AR 72903

January 11, 2016 , 6:09 am

Arrived at Unit

FORT SMITH, AR 72903

January 10, 2016 , 10:33 am

Departed USPS Facility

FAYETTEVILLE, AR 72701

January 8, 2016 , 11:03 pm

Arrived at USPS Facility

FAYETTEVILLE, AR 72701

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

70141200000107591866

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Rick Ellison</p> <p>C. Date of Delivery APR 12 2016</p>
<p>1. Article Addressed to:</p> <p>R & D Investments Partnership P.O. Box 1781 Alma, AR 72921</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label) 7014 1200 0001 0759 1859</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Lance E. Smith</p> <p>C. Date of Delivery 1-16-16</p>
<p>1. Article Addressed to:</p> <p>Mr. Lance E. Smith, Registered Agent for Firststar Bank, National Association 1300 Rogers Ave., Suite 107 Fort Smith, AR 72903</p>	<p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>Suite #7</p>
<p>2. Article Number (Transfer from service label) 7014 1200 0001 0759 1866</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X CT CORPORATION <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) MARK E. EMM</p> <p>C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>The Corporation Company d/b/a CT Corporation, Registered Agent for U.S. Bank, National Association 124 W. Capitol Ave., Suite 1900 Little Rock, AR 72201</p>  <p>9590 9403 0941 5223 4716 94</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>
<p>2. Article Number (Transfer from service label) 7014 1200 0001 0759 1897</p>	<p>Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) W. HATLER</p> <p>C. Date of Delivery 1-17-16</p>
<p>1. Article Addressed to:</p> <p>Ms. Wanda C. Merritt, Field Office Director Department of Housing and Urban Development 425 W. Capitol Ave., Suite 1000 Little Rock, AR 72201-3488</p>  <p>9590 9403 0941 5223 4717 00</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>
<p>2. Article Number (Transfer from service label) 7014 1200 0001 0759 1880</p>	<p>Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
ecate@springdalear.gov

January 8, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Mr. Bill Watkins, Registered Agent
for Southern Chicken, LLC
1106 W. Poplar
Rogers, AR 72756

Ken F. Calhoon, Registered Agent
for Arvest Bank
One Riverfront Place, 8th Floor
North Little Rock, AR 72114

RE: Notice of clean-up lien on property located at 2663 E. Robinson
Ave., Springdale, Washington County, Arkansas, Tax Parcel No.
815-30621-002

Dear Property Owner/Lienholder:

On August 21, 2014 and August 14, 2015, notice was posted on property located
at 2663 E. Robinson 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
August 21, 2014 and August 17, 2015, 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.

No action was taken by the owner to clean up the property within seven (7)
business days. 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 June 3, 2015 and November 24, 2015. As of this date, the total costs
incurred by the City of Springdale to clean this property are \$1,196.26. 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
\$6.48 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 February 23, 2016, a hearing 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 will be held Tuesday, February 23, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,209.66, which includes \$1,196.26 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. 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. Please provide me with a copy of any payment you make so that I will be aware of it.

If you should have any questions, please let me know.

Sincerely,



Ernest B. Cate
City Attorney

enclosures

EBC:ch

cc: Southern Chicken, LLC
20026 Standish Rd.
San Antonio, TX 78258

Arvest Bank
P.O. Box 809
Rogers, AR 72757-0809



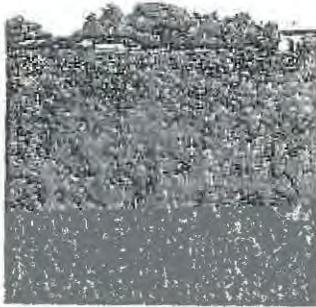
City of Springdale Code Enforcement

210 Spring Street – Springdale, AR 72764 – Office 479/756-7712

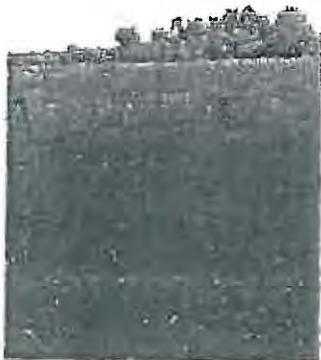
CITY ABATEMENT - Wednesday, June 03, 2015 1:53:34 PM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	6/3/2015 1:53:34 PM
Property Address	2663 e Robinson
Before Picture	Attached Data

Before Picture



Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Wednesday, June 03, 2015 1:53:00 PM

Officer on Site

Toby Lankford

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin

MH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance

Mowing

Equipment Used

Equipment

748 Grasshopper, 743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping

748 Grasshopper

\$55.00

743 Kubota

\$65.00

6030 Service Truck-Landscaping

\$35.00

6031 Service Truck-Landscaping

\$35.00

Time of Abatement in Hours

2

Number of Temporary Laborers

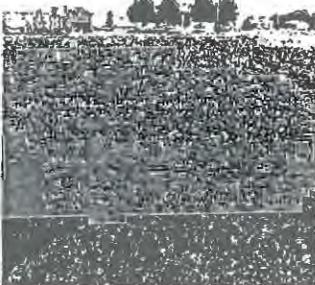
4

Temporary Labor Cost

\$96.00

Employee Cost per hour **\$27.42**
Total Employee Cost **\$54.84**
Equipment Cost per hour **\$190.00**
Total Equipment Cost **\$380.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$730.84**
Final Photos

Attached Data



Final Photos

Attached Data





City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/756-7712

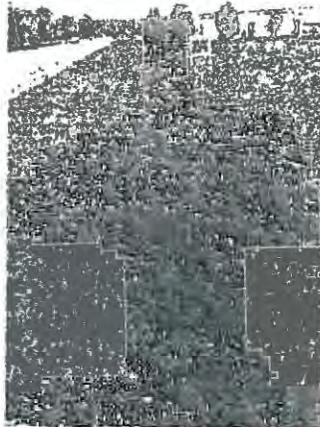
CITY ABATEMENT - Tuesday, November 24, 2015 9:08:57 AM (645 CITY ABATEMENT)

User Name **645 CITY ABATEMENT**
User # **4797993474**
Form Started **11/24/2015 9:08:57 AM**
Property Address **2663 E Robinson Av**
Before Picture **Attached Data**



Before Picture

Attached Data



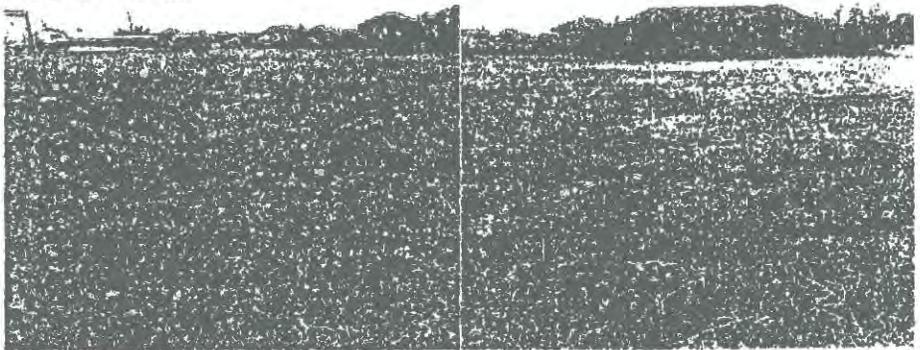
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Lien

Date of Abatement

Tuesday, November 24, 2015 9:08:00 AM

Officer on Site

Bobby Nivens

Supervisor on Job

Henry Hernandez

Employee

Employee

Henry Hernandez

HH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance

Mowing,Property Clean Up - Junk and Trash

Equipment Used

Equipment

748 Grasshopper,744 Kubota,6021 Service Truck-Landscaping,6031 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping

748 Grasshopper

\$55.00

744 Kubota

\$65.00

6024 4x4 Service Truck

\$35.00

6031 Service Truck-Landscaping

\$35.00

6050 1-ton Work Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

4

Temporary Labor Cost

\$48.00

Employee Cost per hour

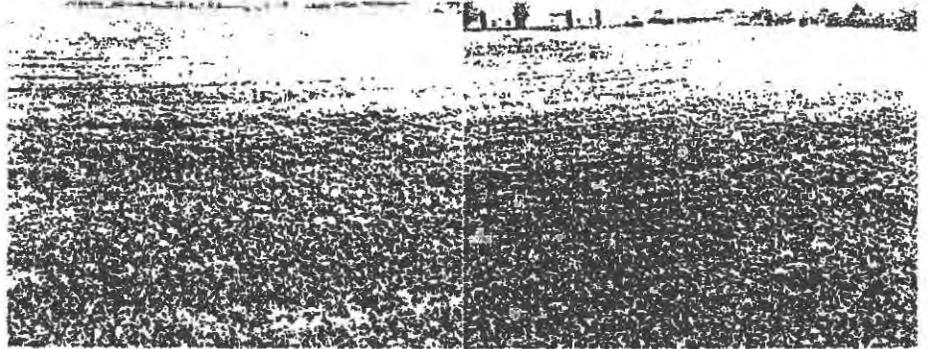
\$27.42

Total Employee Cost **\$27.42**
Equipment Cost per hour **\$190.00**
Total Equipment Cost **\$190.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$465.42**
Final Photos **Attached Data**



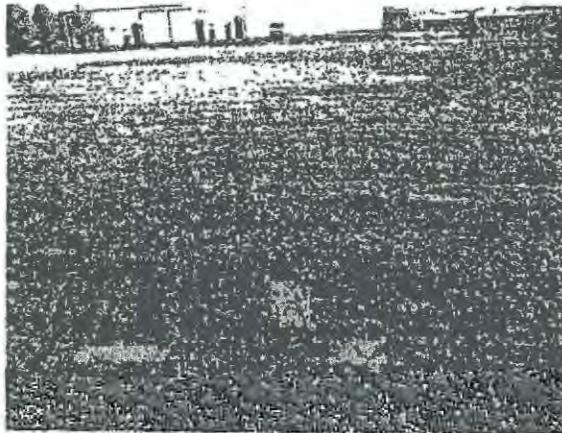
Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Amy Benson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Amy Benson</i> C. Date of Delivery <i>1-11-16</i></p>
<p>1. Article Addressed to:</p> <p>Mr. Bill Watkins, Registered Agent for Southern Chicken, LLC 1106 West Poplar Rogers, AR 72756</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9403 0941 5223 4713 80	<p>3. Service Type</p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Restricted Delivery
<p>2. Article Number (Transfer from service label) 7014 1200 0001 0759 1842</p>	
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Julie Bauer</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Julie Bauer</i> C. Date of Delivery <i>1/11/2016</i></p>
<p>1. Article Addressed to:</p> <p>Ken F. Cathoon, Registered Agent for Arvest Bank One Riverfront Place, 8th Floor North Little Rock, AR 72114</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9403 0941 5223 4713 28	<p>3. Service Type</p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Restricted Delivery
<p>2. Article Number (Transfer from service label) 7014 1200 0001 0759 1835</p>	
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt	



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

January 13, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Corporation Company, Registered Agent
for Pennymac Loan Services, LLC
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 2271 Victoria St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
34126-000

Dear Property Owner:

On August 11, 2015, notice was posted on property located at 2271 Victoria St., 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 as set out in the Washington County Assessor's records on August 19, 2015, 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.

No action was taken by the owner to clean up the property within seven (7) business days. 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 December 8, 2015. As of this date, the total costs incurred by the City of Springdale to clean this property are \$802.84. I have enclosed invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

As I was preparing this letter, it was found that this property was transferred through foreclosure to your company by Trustee's Deed on November 19, 2015.

As such, before I can take the matter of clean-up to the City Council, I must give you thirty (30) days' notice.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 23, 2016, a hearing 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 will be held Tuesday, February 23, 2016 at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

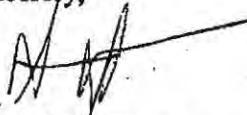
If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$809.58, which includes \$802.84 for cleaning up the property and \$6.74 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

With all that being said, I am mindful that the events leading up to the City having to expend \$809.58 to clean up this property did not involve you, nor were you responsible for the property at that time. However, I am obligated to try and recover the taxpayer's funds that were expended to clean up this property.

I would be happy to discuss this matter with you at your convenience, and to provide you with any documentation you may need to prove that the previous owner was fully aware of all this prior to transferring this property to you.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch



City of Springdale Code Enforcement

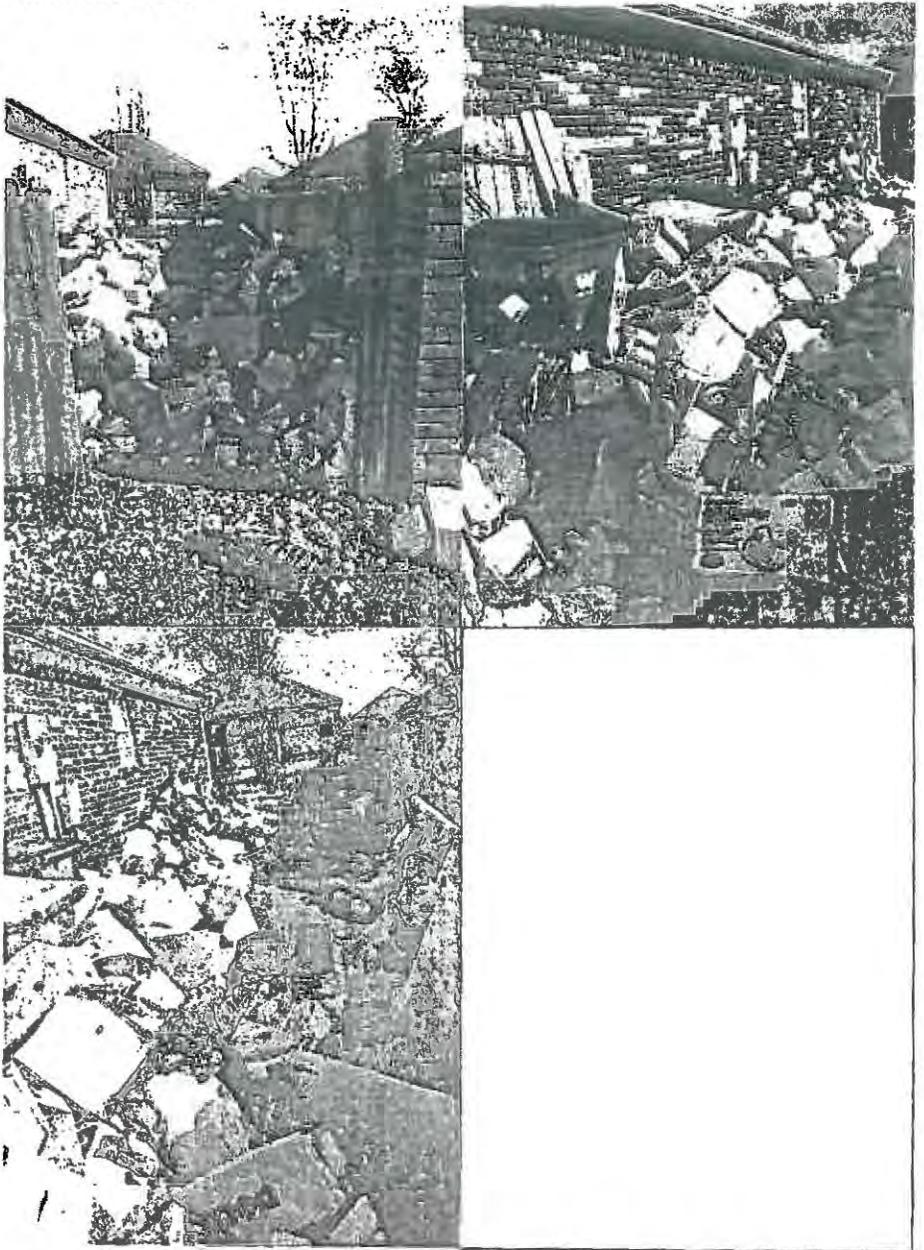
210 Spring Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Tuesday, December 08, 2015 12:53:13 PM (645 CITY ABATEMENT)

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	12/8/2015 12:53:13 PM
Property Address	2271 Victoria St

Before Picture

Attached Data



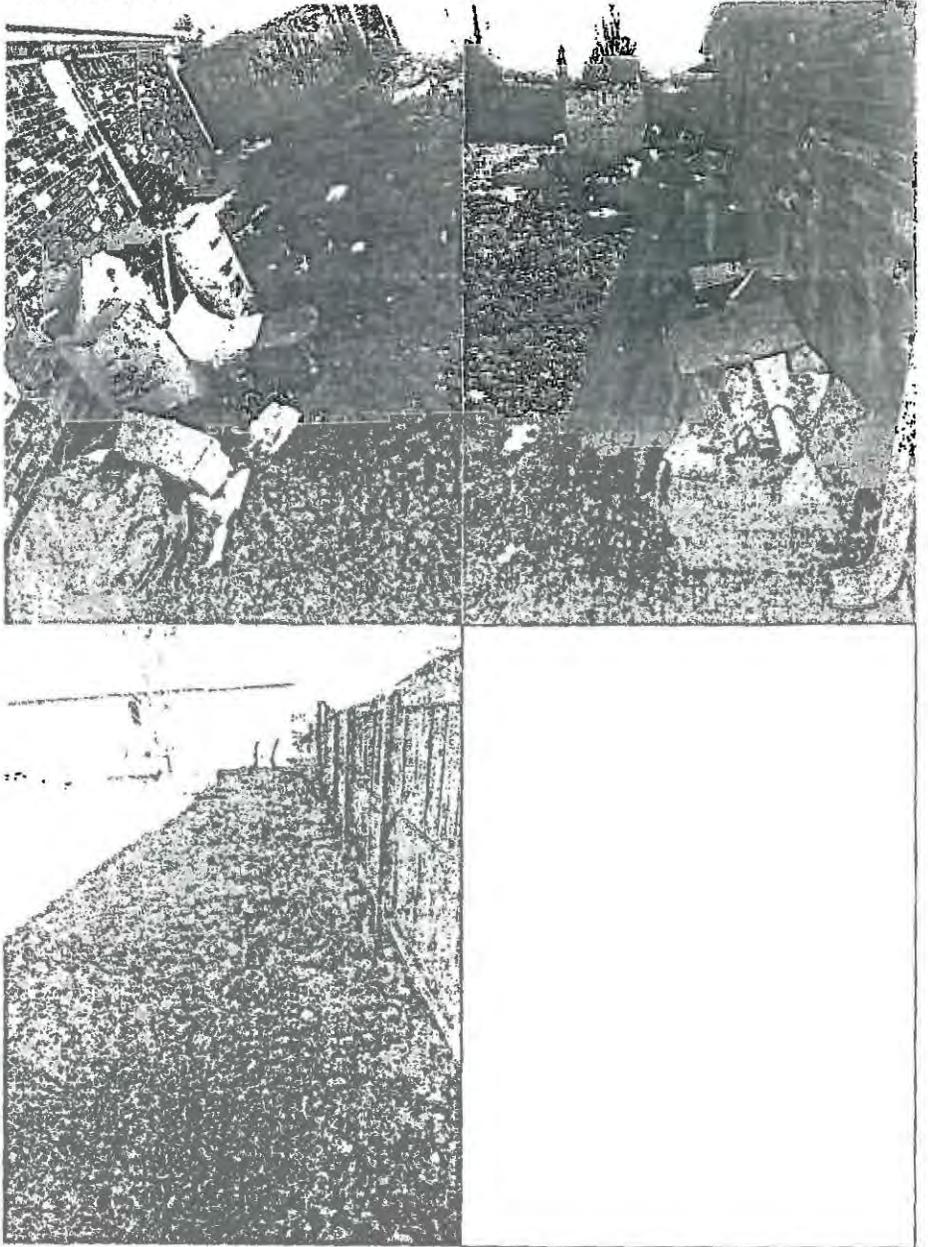
Before Picture

Attached Data



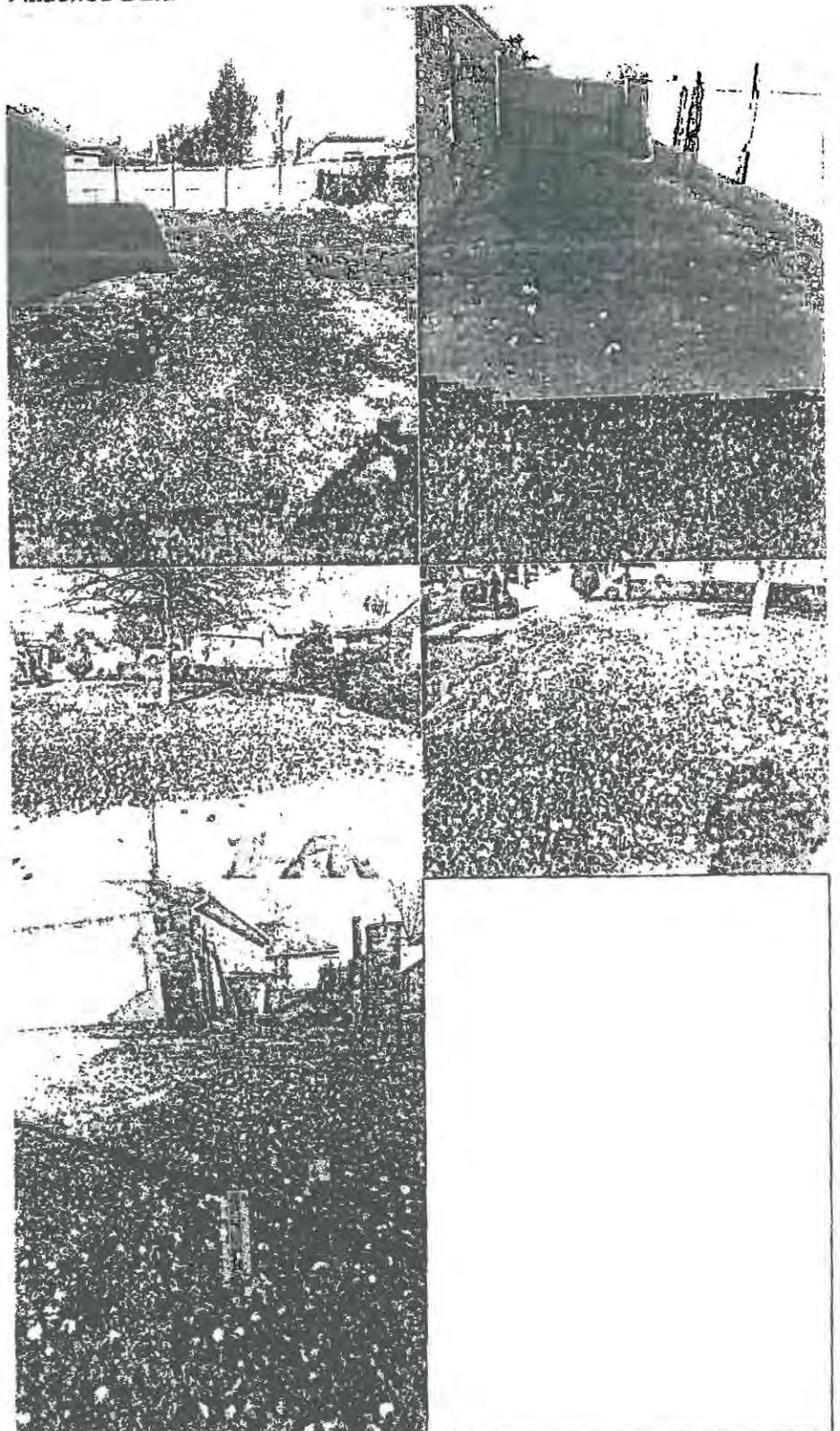
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement
Date of Abatement
Officer on Site

Lien
Tuesday, December 08, 2015 12:53:00 PM
Bobby Nivens

Supervisor on Job	Henry Hernandez, Daniel Combs
Employee	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing, Junk and Trash Removal from Curb, Property Clean Up - Junk and Trash
Equipment Used	
Equipment	748 Grasshopper, 744 Kubota, 6026 Service Truck-Landscaping, 6030 Service Truck-Landscaping, 6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
744 Kubota	\$65.00
6026 Service Truck-Landscaping	\$35.00
6030 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	7
Temporary Labor Cost	\$168.00
Employee Cost per hour	\$27.42
Total Employee Cost	\$54.84
Equipment Cost per hour	\$190.00
Total Equipment Cost	\$380.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$802.84
Final Photos	Attached Data



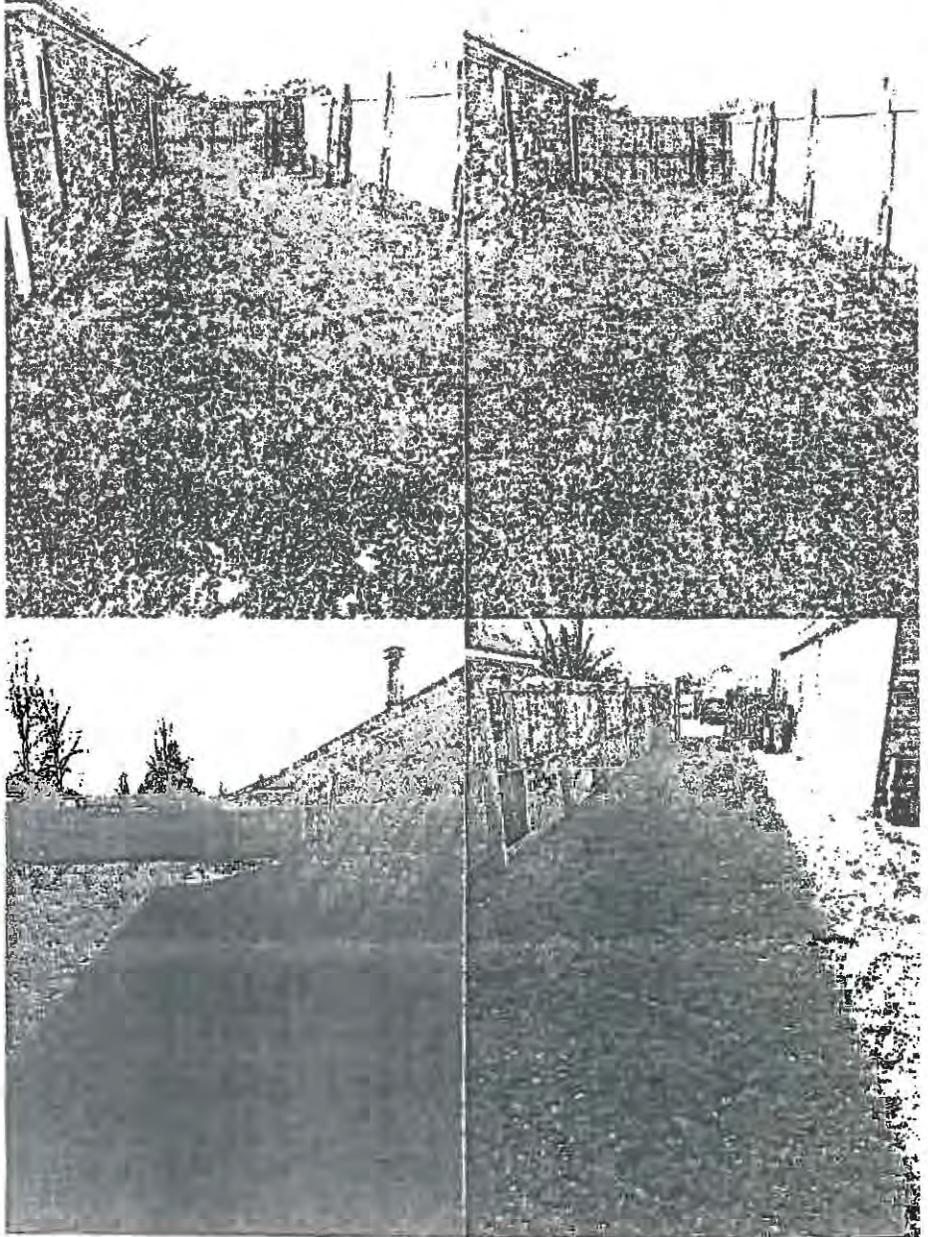
Final Photos

Attached Data



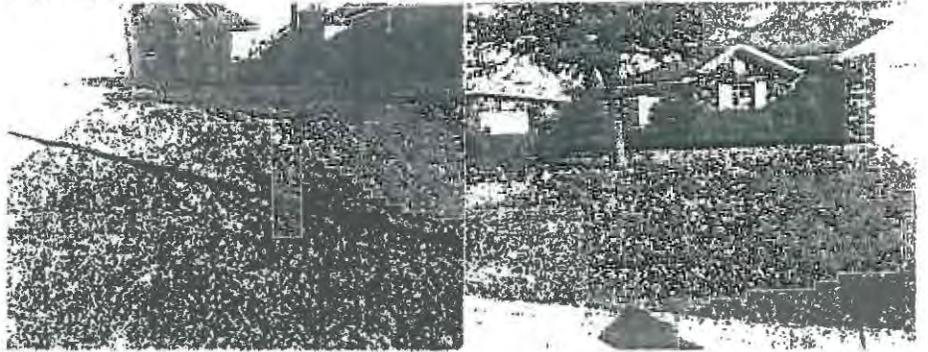
Final Photos

Attached Data



Final Photos

Attached Data



SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Corporation Company, Registered Agent
for Pennymac Loan Services, LLC
124 W. Capital Ave., Suite 1900
Little Rock, AR 72201



9590 9403 0941 5223 4715 88

2. Article Number (Transfer from sending label)

7014 1200 0001 0759 1965

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XCT CORPORATION

- Agent
- Addressee

B. Received by (Printed Name)

JAN 21 2016

C. Date of Delivery

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:

ssparkman@springdalear.gov

January 14, 2016

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

**CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

JMG Property Solutions, LLC
7960 Eastridge Dr.
LaMesa, CA 91941

JMG Property Solutions, LLC
1903 Corte Escena
Cula Vista, CA 91914

JMG Property Solutions, LLC
10507 Don Pico Rd.
Spring Valley, CA 91978

RE: Notice of clean-up lien on property located at 1307 Young St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
20876-000

Dear Property Owner:

On May 18, 2015, notice was posted on property located at 1307 Young St., 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 May 18, 2015, 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.

No action was taken by the owner to clean up the property within seven (7) business days. 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 November 20, 2015. As of this date, the total costs incurred by the City of Springdale to clean this property are \$465.42. 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 \$6.74 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 February 23, 2016, a hearing 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 will be held Tuesday, February 23, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$485.64, which includes \$465.42 for cleaning up the property and \$20.22 for certified mailings to the City of Springdale by the date listed above. 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. Please provide me with a copy of any payment you make so that I will be aware of it.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch



City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Friday, November 20, 2015 8:45:00 AM (645 CITY ABATEMENT)

User Name **645 CITY ABATEMENT**
User # **4797993474**
Form Started **11/20/2015 8:45:00 AM**
Property Address **1307 Young St**
Before Picture **Attached Data**



Before Picture

Attached Data



Before Picture

Attached Data



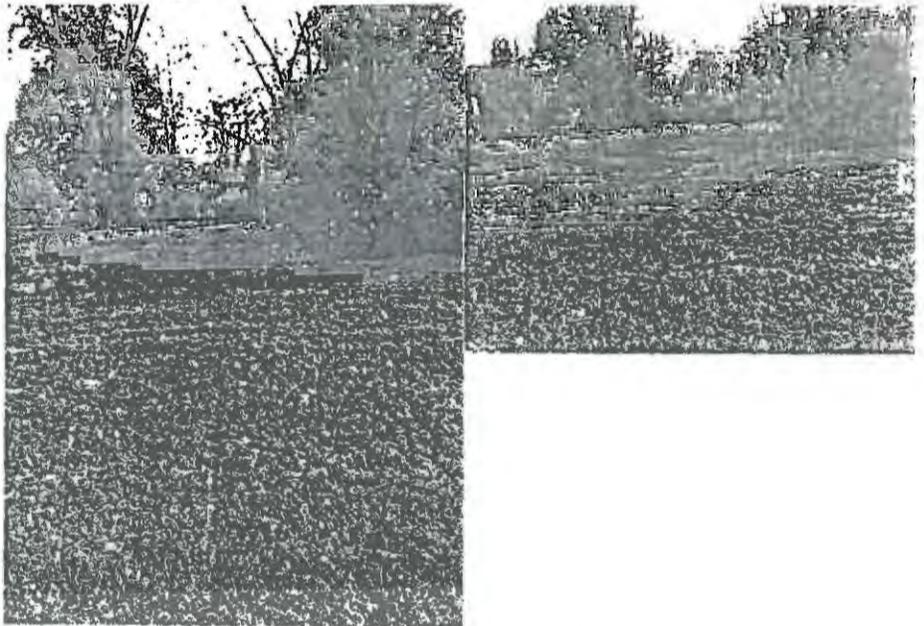
Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, November 20, 2015 8:45:00 AM
Officer on Site	Tina Haden
Supervisor on Job	Henry Hernandez
Employee	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing,Property Clean Up - Junk and Trash
Equipment Used	
Equipment	748 Grasshopper,744 Kubota,6026 Service Truck-Landscaping,6031 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
744 Kubota	\$65.00
6026 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1

Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$27.42
Total Employee Cost	\$27.42
Equipment Cost per hour	\$190.00
Total Equipment Cost	\$190.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$465.42
Final Photos	Attached Data



Final Photos

Attached Data



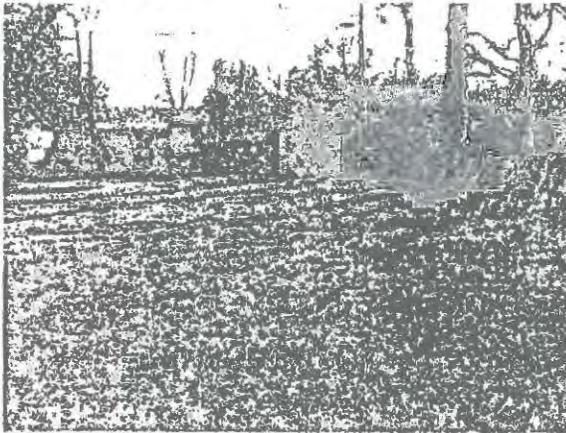
Final Photos

Attached Data



Final Photos

Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>J. Gardner</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>														
<p>1. Article Addressed to:</p> <p style="text-align: center;">JMG Property Solutions, LLC 1903 Corte Escena Cula Vista, CA 91914</p>  <p style="text-align: center;">9590 9403 0941 5223 4715 64</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>														
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7014 1200 0001 0759 1989</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™														
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Restricted Delivery															