

CITY OF SPRINGDALE
Committee Agendas
Monday, April 4th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Ordinance Committee by Chairman Mike Overton

1. **An Ordinance** redistricting City Wards in the City of Springdale, Arkansas, Pursuant to Ark. Code Ann. §14-43-311. Presented by Ernest Cate, City Attorney. Pgs. 1-9

Finance Committee by Chairman Jeff Watson

2. **A Resolution** authorizing the grant of utility easement across property owned by the City of Springdale, Washington County, Arkansas. Presented by Ryan Carr, Engineering Department. Pgs. 10-19
3. **A Resolution** authorizing the execution of a design contract for architect services. Presented by Angie Albright, Shiloh Museum Director. Pgs. 20-42

Health, Sanitation, and Property Maintenance Committee by Chairman Amelia Williams

4. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 983 W. Sunset; to declare an emergency and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 43-47
5. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 302 Caudle; to declare an emergency and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 48-52
6. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 2115 N. 56th Street; to declare an emergency and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 53-57

Community Development Block Grant Program Committee by Chairman Kevin Flores

7. **A Discussion** on upcoming FY2022 Requests from Non-Profits. Presented by Dean Allen, CDBG Program Manager. Pgs. 58-59

Committee of the Whole

8. **A Resolution** authorizing the formation of an Active Transportation Committee.
Presented by Patsy Christie, Director of Planning. Pg. 60

ORDINANCE NO. _____

**AN ORDINANCE REDISTRICTING CITY WARDS IN THE
CITY OF SPRINGDALE, ARKANSAS, PURSUANT TO
ARK. CODE ANN. §14-43-311.**

WHEREAS, City Council in cities of the first class in Arkansas have the authority to redistrict the wards in their city when they determine that the people can best be served by changing ward boundary lines to equalize the population in the various wards; and

WHEREAS, it is the duty of the Council to see that each ward has as nearly an equal population as would best serve the interest of the people of the City; and

WHEREAS, a population analysis of each city ward in the City of Springdale, which utilized 2020 Census block data, indicates the need for ward redistricting; and

WHEREAS, a redistricting plan has been prepared that equalizes ward population and ensures compliance with state statutes and equal protection requirements, and a map showing such redistricting plan is attached hereto as Exhibit "A" and made a part hereof;

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

SECTION 1. That the ward redistricting plan as shown on the map which is attached hereto as Exhibit "A" and made a part hereof, be and is hereby adopted, with said map to serve as the Official Ward Map for the City of Springdale, Arkansas.

SECTION 2. At the next city election held, there shall be elected new City council members from each of the new wards who shall organize the new City Council at the first council meeting in January after their election, except that the City council members who remain in their old ward, or parts thereof, shall continue in office until their term expires.

SECTION 3. That all previous ward maps and boundary descriptions are hereby repealed.

SECTION 4. That a duly certified copy of said map (Exhibit "A") shall be filed with both the Washington and Benton County Election Commissions, and in both the Office of the Washington County Clerk and the Benton County Clerk.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

March 26, 2022

Mayor Doug Sprouse
City of Springdale
201 N. Spring Street
Springdale, AR 72764

Dear Mayor Sprouse:

A statistical evaluation of city wards, utilizing 2020 census (Public Law 94-171) Apportionment and Redistricting Data, has been completed to determine if redistricting is necessary. The figures, which include areas annexed after 1/1/2020, are as follows:

Ward 1	24,577
Ward 2	21,439
Ward 3	19,266
Ward 4	<u>22,050</u>
	87,332

According to Arkansas statutes (14-43-311), the city council has the duty to see that each ward has as nearly an equal population as would best serve the interest of the people of the city. Advisable guidelines for what constitutes substantially “equal,” generally lie in court decisions involving the Equal Protection Clause of the 14th Amendment. Courts have generally held that deviations in population among election districts less than ten percent (10%) will be valid under this clause, and invalid if they are over 10%. Based upon existing ward boundaries (adopted after the 2010 Census), the deviation in 2020 population among wards is 24.3%--considerably above the 10% threshold. As such, the redistricting of ward boundaries as a result of the 2020 Census is necessary.

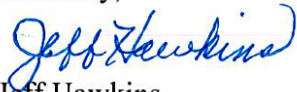
As such, four (4) alternative redistricting plans have been prepared for review and consideration (see attachments). Each would equalize population among wards to an acceptable level, and each plan would have two current council members per ward. Plans 1 and 2 keep current council members in their respective ward, while Plans 3 and 4 would require three (3) incumbents, if they seek re-election in 2022, to file under a different ward number. That situation also occurred as a result of ward redistricting 10 years ago. The principal differences in the plans are that the latter two attempt to readjust and mitigate current ward shapes and geography that some may view as somewhat unusual. Most importantly, each plan has a population deviation under 10% (Plan 1 – 7.5%; Plan 2 – 9.1%; Plan 3 – 3%; and Plan 4 – 8%).

With the city's population being 87,332, the target population for each ward is 21,833, with an acceptable population range being 20,741 – 22,924. The ward totals for each plan are as follows:

<u>Plan</u>	#1	#2	#3	#4
Ward 1	22,582	22,582	22,075	20,827
Ward 2	21,417	21,417	21,417	22,564
Ward 3	20,947	20,670	21,891	21,992
Ward 4	22,386	22,663	21,949	21,949

Please note that redistricting criteria and principals approved by the courts were employed in the development of these plans. A summary of those principals and criteria are attached. Should there be any questions, or should further clarification be required, please advise.

Sincerely,



Jeff Hawkins
Director

Redistricting Criteria and Principles Approved by the Courts

Redistricting is the process by which election districts are drawn or re-drawn **to insure compliance with the Equal Protection Clause of the 14th Amendment** to the U.S. Constitution. That Clause is the basis for the “one-person, one-vote” principal—which means that each person shall have equal representation. Not each voter, but each person. But, while Equal Protection **requires election districts to be of substantially equal population**, constitutional variances can come into play.

Courts have, over time, **approved redistricting criteria** that those doing redistricting should be aware of and follow. A general description of those legal principles follows; but bear in mind, what is or is not permissible often depends on a variety of factors. So, there are differences of opinion as to how much weight to give the factors.

1-First and utmost, comply with the one-person, one-vote principle...**districts must be of “substantially equal”** population within constitutional variances. By “substantially equal,” the Courts have generally held that legislative districts with an “overall range” of **10% or less** are presumptively constitutional. In other words, the deviation between the highest and lowest populated districts should not exceed 10%.

2-The **Voting Rights Act of 1965 must be complied with**. This federal law states that any practice or procedure that has a discriminatory effect on racial or language minorities is illegal. A common example of a discriminatory practice or procedure would be districts that are drawn, intentionally or not, so that minorities do not have an equal opportunity to elect a candidate of their choice.

Under the Equal Protection Clause, districts should not be drawn based solely or primarily on race. The U.S. Supreme Court has held that districts should not be defined exclusively by race; however, the Court has allowed exceptions where drawing a district based primarily on race might be done when it’s necessary to avoid a violation of the Voting Rights Act, or to remedy past discrimination. This is the “constitutional variance” referred to earlier.

3-The Courts have held that **districts must be geographically contiguous**. The entire district must be connected in some way. In other words, it would not be permissible to have a portion of a district that was an “island” and not connected geographically to the rest of the district.

4-The Courts have held that **geographically compact districts are ideal**. For example, a district shaped like a circle or a square would be “geographically compact.” In practice, most districts have some irregularity in shape; nevertheless, the more bizarre the district shape, the less likely it is to be approved by the Courts.

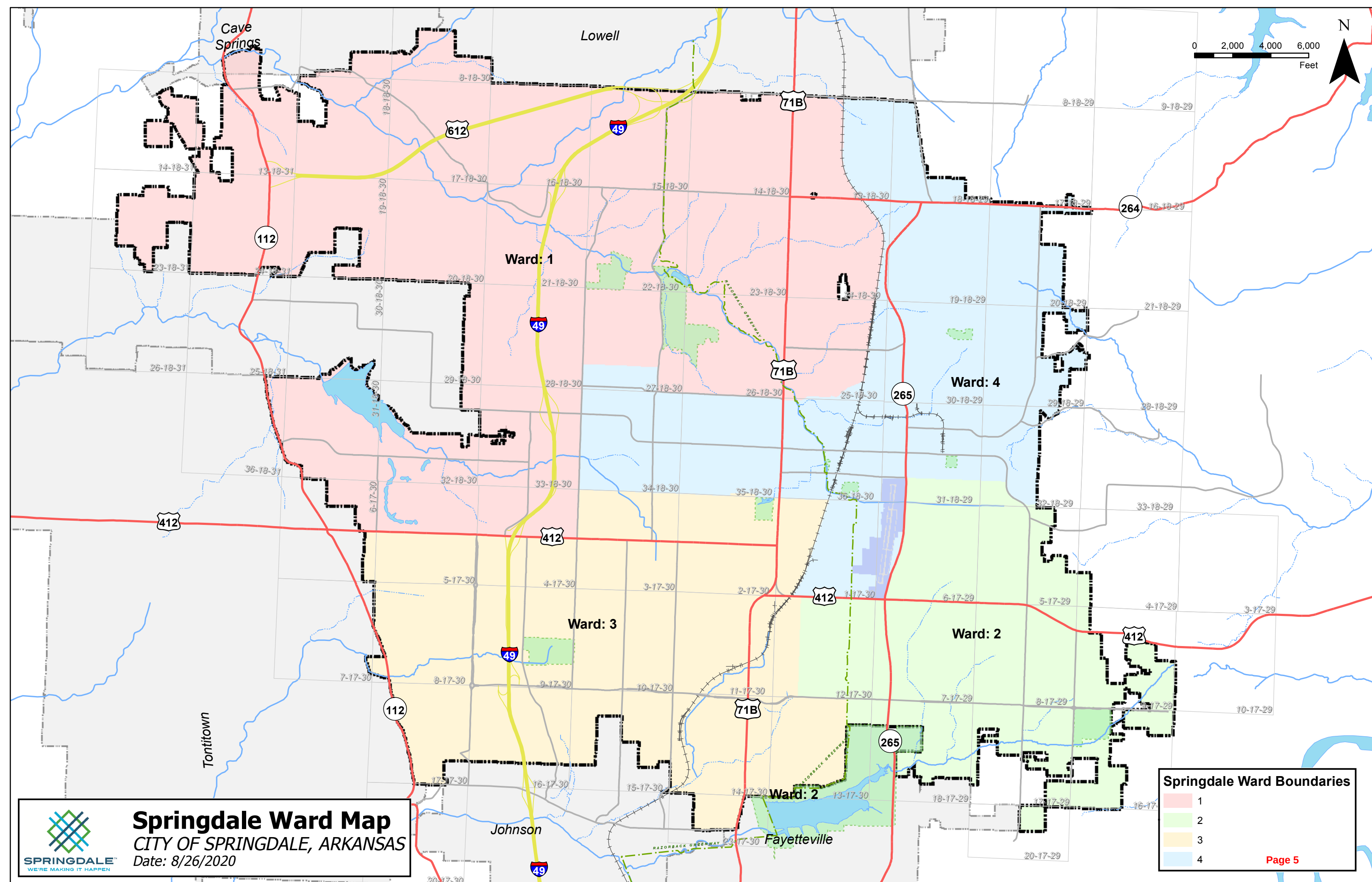
5-The Courts have held that where possible, it is **preferable to minimize splitting political subdivisions** such as counties, cities, and voting precincts. In other words, where possible, it’s better to keep whole counties, cities, and voting precincts intact.

6-The Courts recognize that **preservation of the “cores” of existing districts** is an acceptable redistricting principle. When district lines are redrawn, the mapmakers can take into account the existing districts, their geographic location, and the current population. It is better to keep the core of an existing district **where possible**.

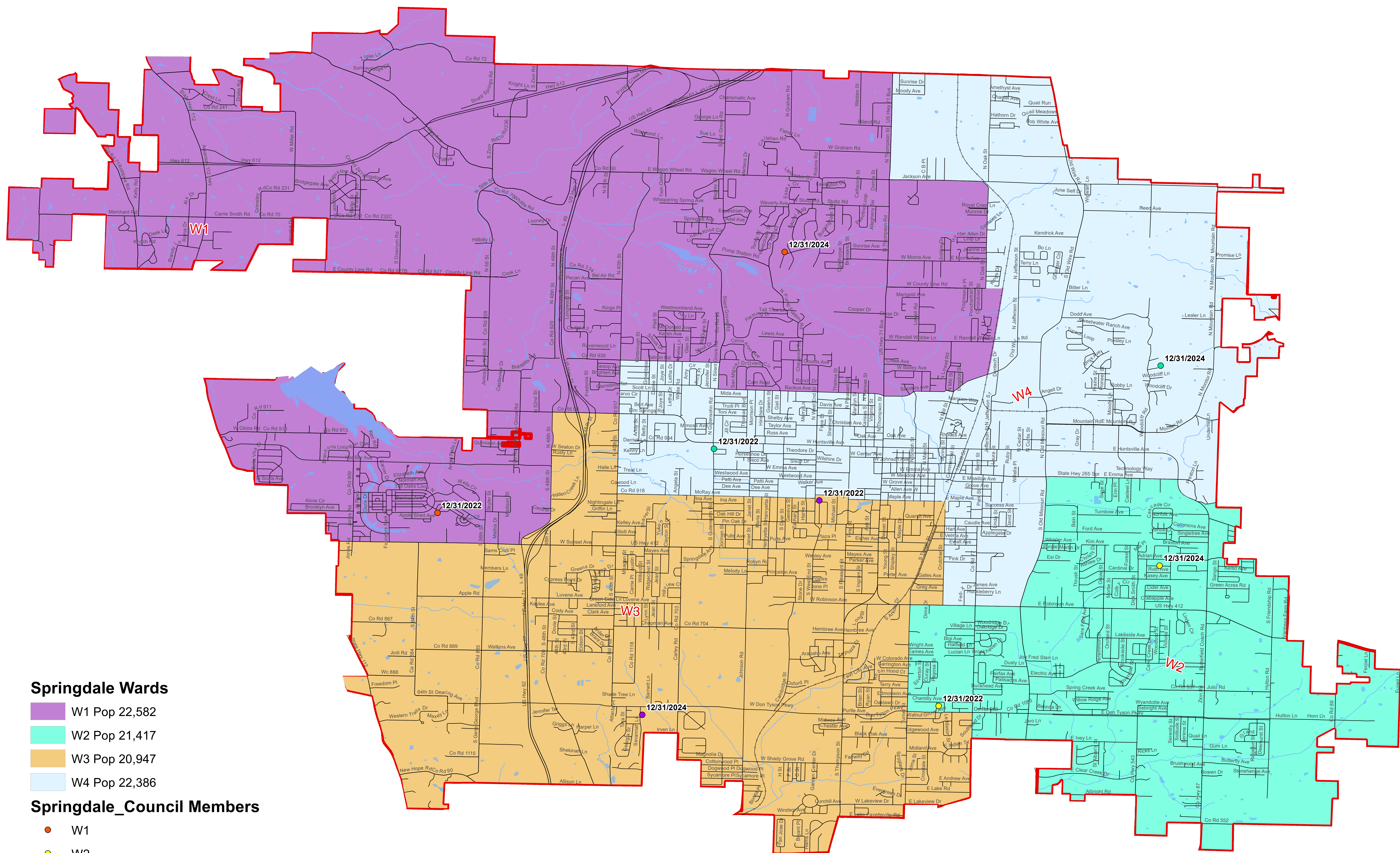
7-**Continuity of representation should be maintained where possible**. It is permissible to avoid making current office holders run against other incumbents by not putting them in the same district. The rationale for this principle is that voters who have already chosen a candidate should be able to continue to choose that same candidate. At the same time, it is also possible that two incumbents might be placed in the same district...occasionally, because of population shifts, it’s unavoidable.

8-**Communities of interest should also be maintained where possible**. Preservation of communities of interest describes the goal of maintaining a group of people in a specific geographic area where those individuals share common interests, i.e., common economic, social, cultural, ethnic, religious, or even political interests.

9-And last but not least, **partisan gerrymanders should be minimized**. A gerrymander is a district drawn to favor one group over another. With respect to partisan gerrymanders, the U.S. Supreme Court has indicated that it is possible to bring a lawsuit regarding partisan gerrymanders; however, the Court hasn’t clearly and consistently identified what is or is not legal with respect to partisan gerrymanders. So there’s still a lot of uncertainty about partisan gerrymanders and, as such, they should be minimized.



SPRINGDALE CITY WARDS - PLAN 1 - 2022



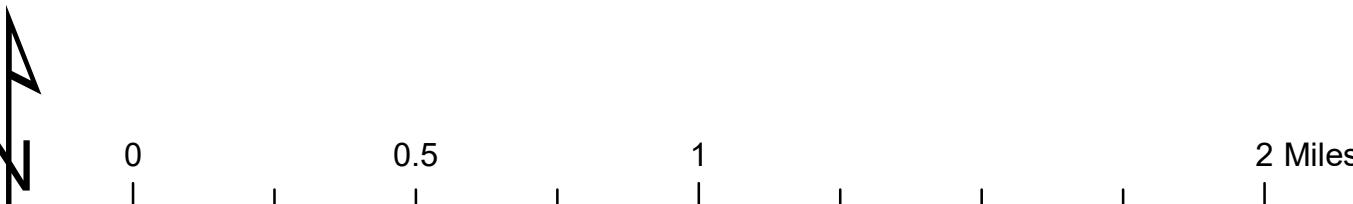
Springdale Wards

- W1 Pop 22,582
- W2 Pop 21,417
- W3 Pop 20,947
- W4 Pop 22,386

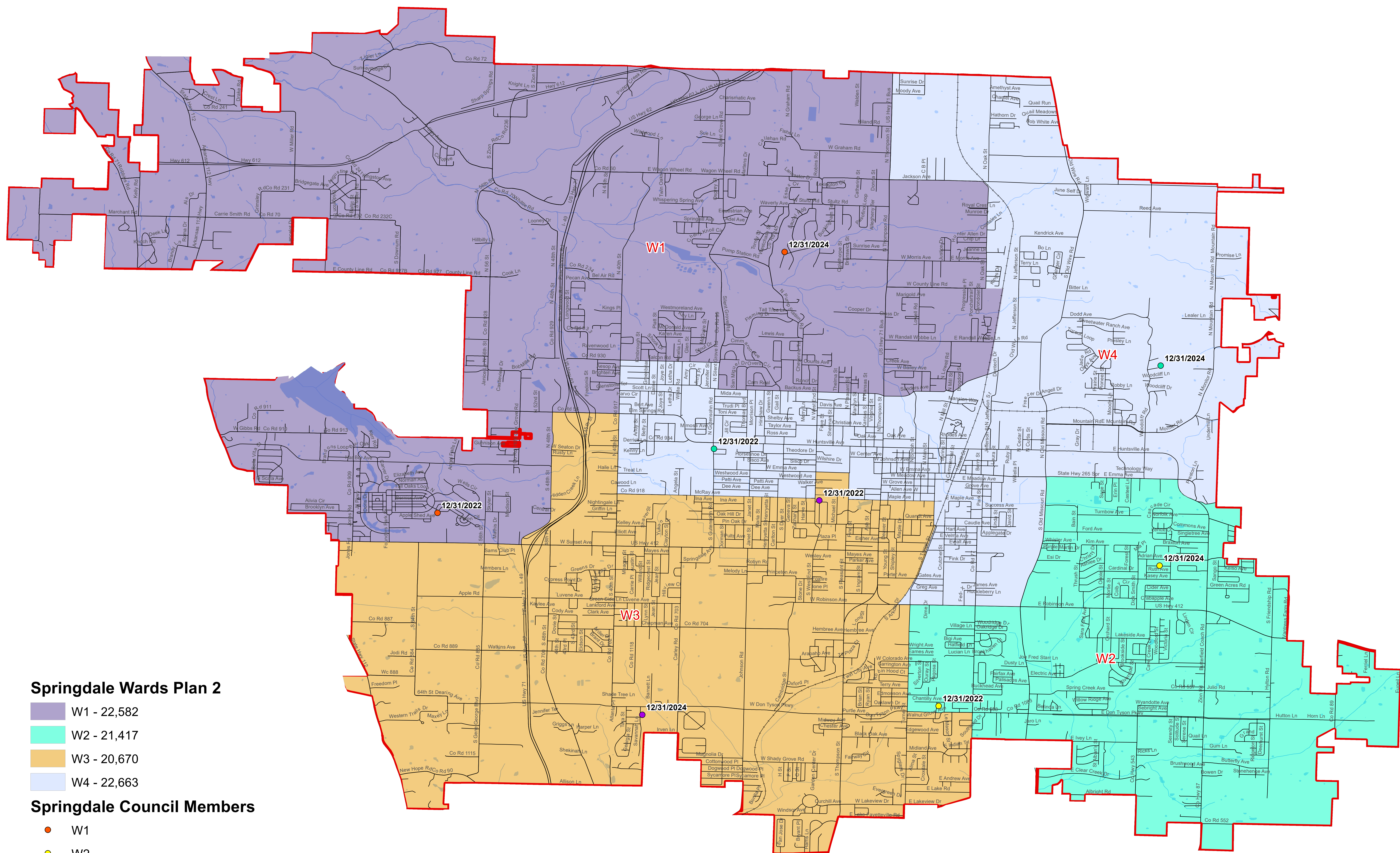
Springdale_Council Members

- W1
- W2
- W3
- W4

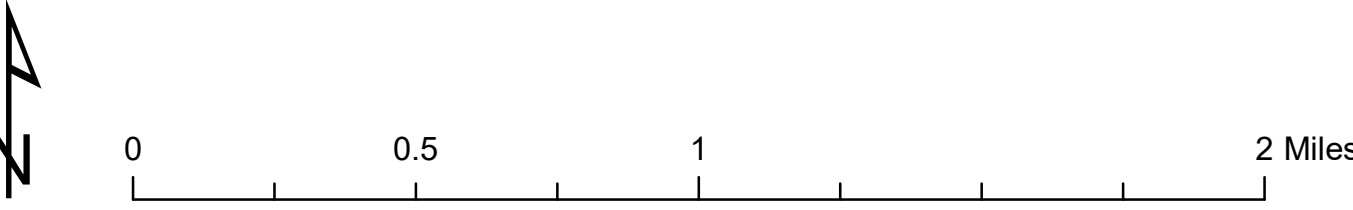
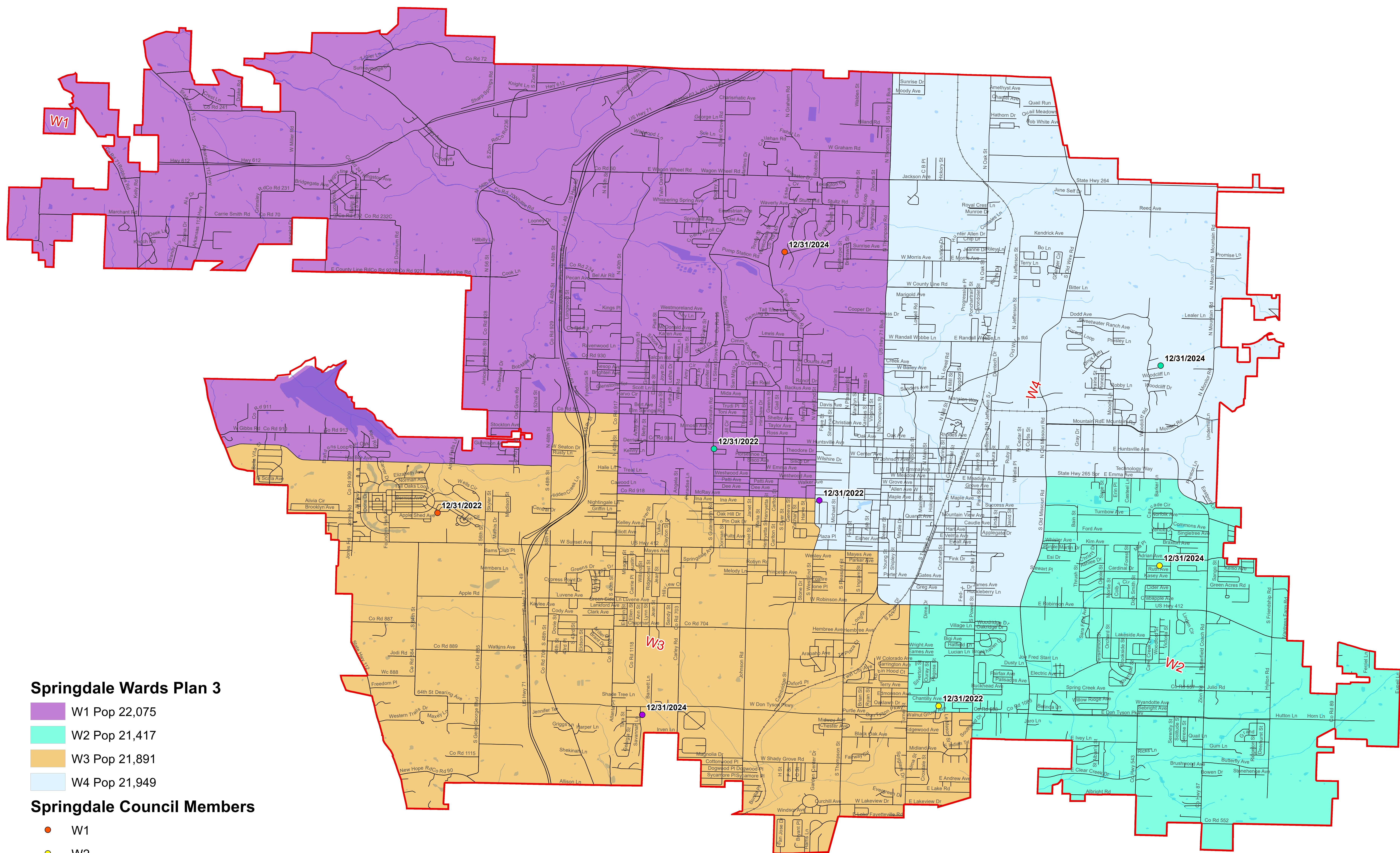
Springdale City Boundary



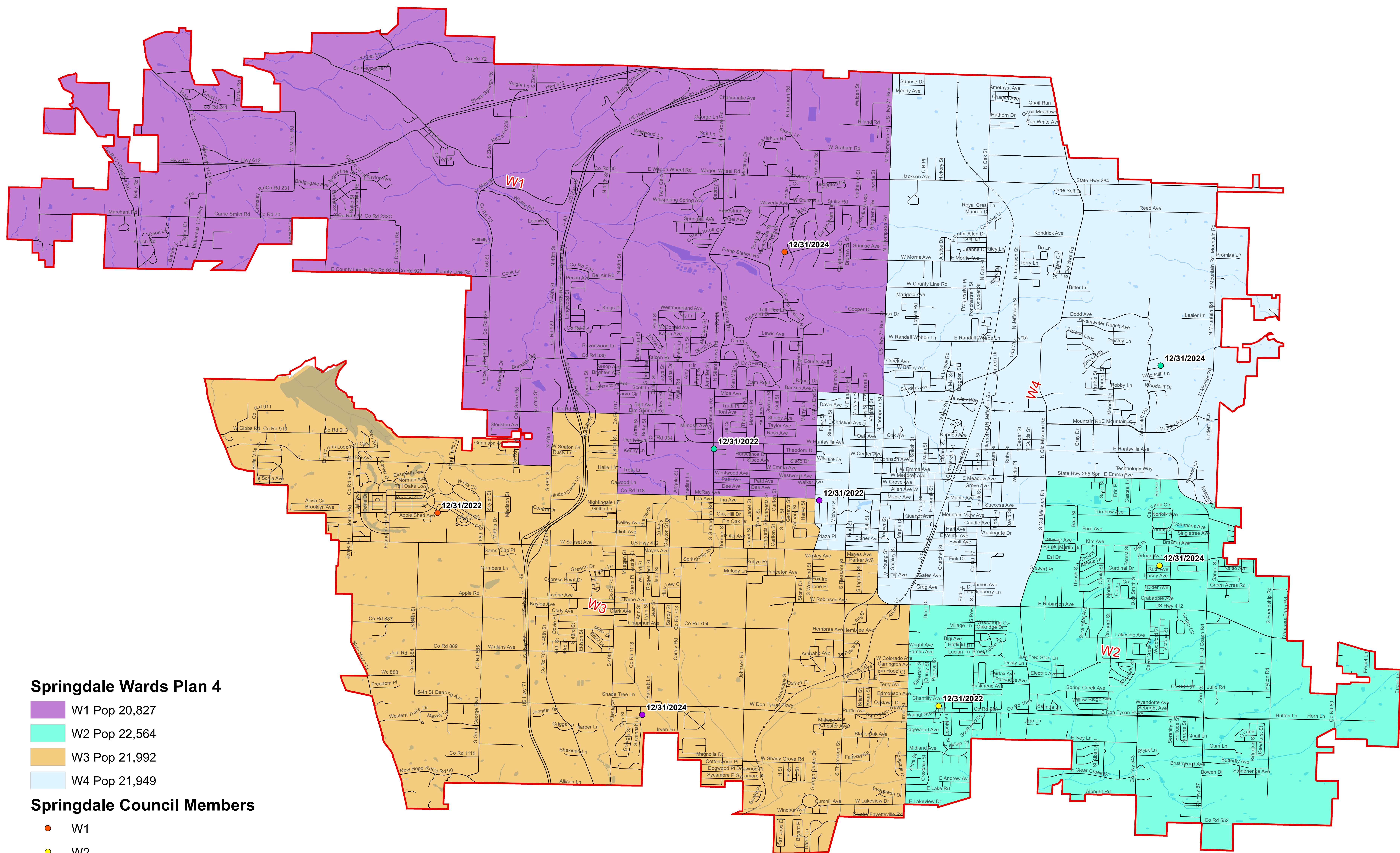
SPRINGDALE CITY WARDS - PLAN 2 - 2022



SPRINGDALE CITY WARDS - PLAN 3 - 2022



SPRINGDALE CITY WARDS - PLAN 4 - 2022



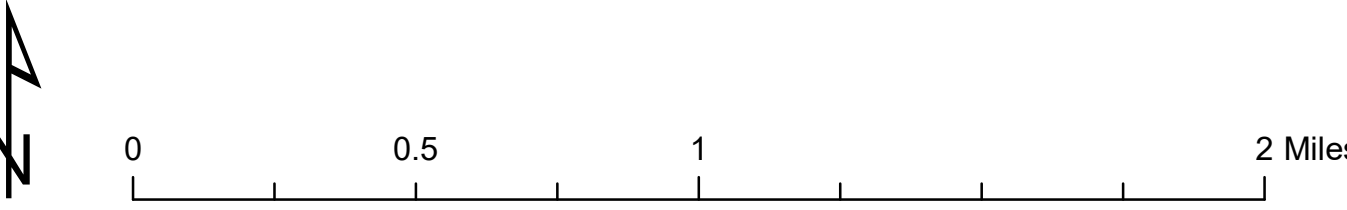
Springdale Wards Plan 4

- W1 Pop 20,827
- W2 Pop 22,564
- W3 Pop 21,992
- W4 Pop 21,949

Springdale Council Members

- W1
- W2
- W3
- W4

Springdale City Boundary



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF
UTILITY EASEMENT ACROSS PROPERTY OWNED BY
THE CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 815-29107-101, Washington County, Arkansas ("the Property");

WHEREAS, the CoxCom, LLC, is in need of a utility easement across the Property for fiber line improvements, as shown on the attached Exhibit "A";

WHEREAS, the easement is necessary for the construction and improvement of utility facilities to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "B") when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a utility easement across the Property to CoxCom, LLC.

PASSED AND APPROVED this ____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

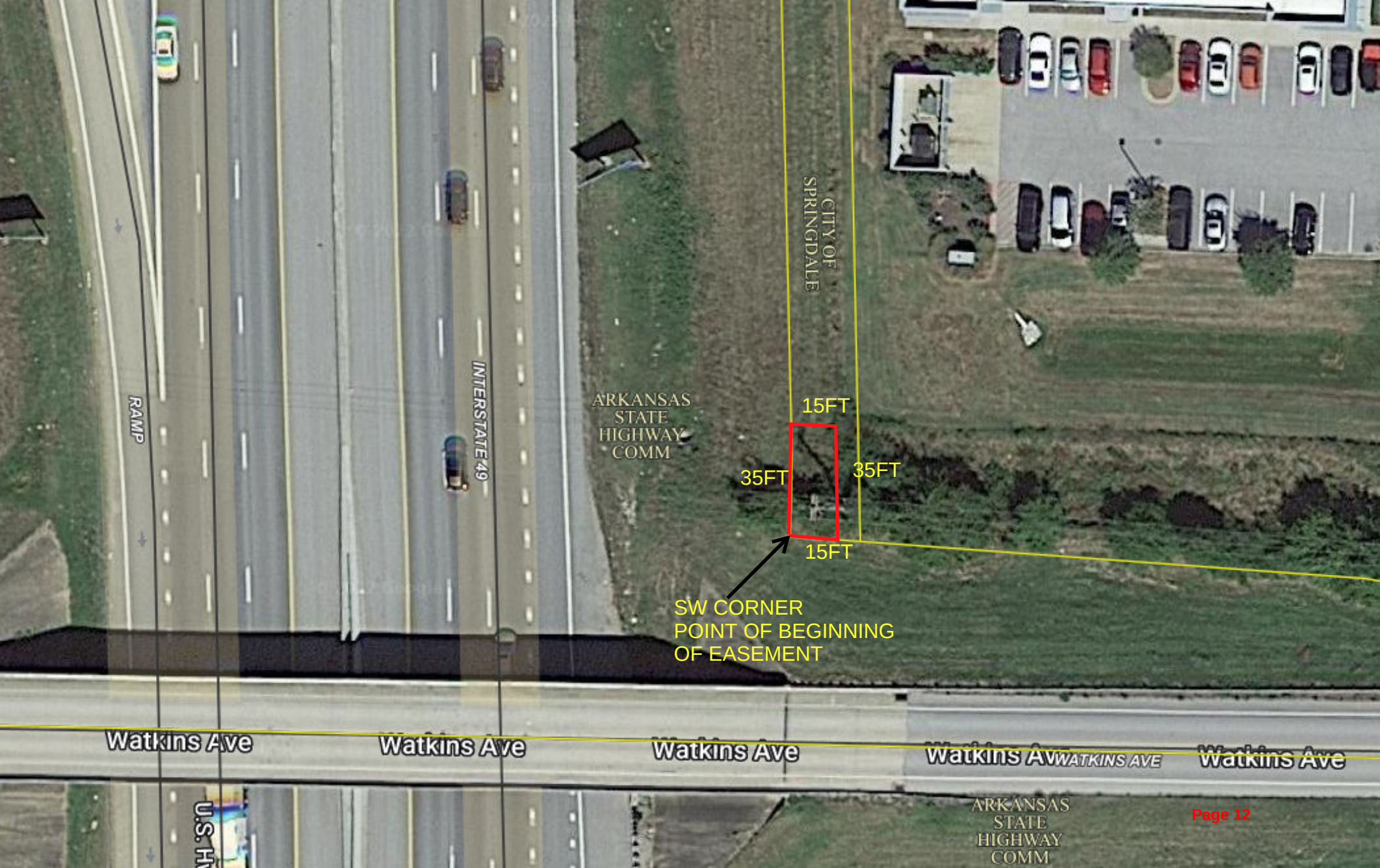
EXHIBIT A

Legal Description of Property

PT SE NW 0.46 ACRES FURTHER DESCRIBED PER 2103-6810 AS: COMMENCING AT A POINT BEING USED AS THE CENTER-NORTH 1/16 CORNER OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SE ¼ NW ¼, N87°09'43" W 708.69 FT TO THE EASTERN RIGHT OF WAY OF I-540 AS ESTABLISHED BY AHTD JOB 1534 SECTION 1; THENCE ALONG SAID EASTERN RIGHT OF WAY, S00°11'17" W 59.02 FT TO THE EASTERN RIGHT OF WAY OF I-540 AS ESTABLISHED BY AHTD JOB 040527 AND THE POB; THENCE ALONG SAID EASTERN RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: S08°55'46"E 141.79 FT; S01°32'38"W 510.14 FT; S03°22'50"E 160.31 FT; S00°11'45"W 366.17 FT TO THE NORTHERN RIGHT OF WAY OF WATKINS AVENUE AS ESTABLISHED BY AHTD JOB 1534 SECTION 1; THENCE ALONG SAID NORTHERN RIGHT OF WAY, N84°21'23"W 20.92 FT TO THE EASTERN RIGHT OF WAY OF I-540 AS ESTABLISHED BY AHTD JOB 1534 SECTION 1; THENCE ALONG SAID EASTERN RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES N01°23'30"E 23.81 FT; N00°11'17"E 358.56 FT; N00°11'17" 791.82 FT TO THE POB, AND CONTAINING 0.46 ACRES (19,856 SQ FT) MORE OR LESS AS SHOWN ON AHTD PLANS REFERENCED AS JOB 040527.

Description of Easement Area

FROM THE SOUTHWEST CORNER OF THE PROPERTY AND THE POINT OF BEGINNING OF THE EASEMENT, THENCE NORTHERLY ALONG WESTERN PROPERTY LINE 35 FEET, THENCE EASTERLY APPROXIMATELY 15 FEET, THENCE SOUTHERLY APPROXIMATELY 35 FEET, THENCE WESTERLY ALONG SOUTHERN PROPERTY LINE 15 FEET TO THE POINT OF BEGINNING AND END OF THE EASEMENT.



CITY OF
SPRINGDALE

INTERSTATE 49

RAMP

ARKANSAS
STATE
HIGHWAY
COMM

15FT

35FT

35FT

15FT

SW CORNER
POINT OF BEGINNING
OF EASEMENT

Watkins Ave

Watkins Ave

Watkins Ave

Watkins Ave
WATKINS AVE

Watkins Ave

ARKANSAS
STATE
HIGHWAY
COMM



Doc ID: 015055040003 Type: REL
Kind: WARRANTY DEED
Recorded: 03/01/2013 at 12:32:03 PM
Fee Amt: \$25.00 Page 1 of 3
Washington County, AR
Kyle Sylvester Circuit Clerk

File **2013-00006810**

Job No. 040527

Tract No.

WARRANTY DEED WITH CONTROL OF ACCESS

KNOW ALL MEN BY THESE PRESENTS:

THAT Ozark Guidance Center Foundation, an Arkansas non-profit corporation, for and in consideration of the sum of ONE AND NO/100 DOLLARS, (\$1.00), and other good and valuable consideration, cash in hand paid by the City of Springdale, Arkansas, the receipt and sufficiency of which is hereby acknowledged, do/does hereby grant, bargain, sell and convey unto the **City of Springdale, Arkansas, Grantee**, and unto its successors and assigns forever, the following lands, together with all abutter's existing, future and potential common law or statutory rights of access between the herein described property and the Grantors' remaining abutting and contiguous land, but saving and excepting such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, lying and being described as follows, to-wit:

Part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a point being used as the Center-North Sixteenth Corner of said Section 9; thence along the North line of said Southeast Quarter of the Northwest Quarter, North 87°09'43" West a distance of 708.69 feet to the Eastern Right of Way of I-540 as established by AHTD Job 1534 Section 1; thence along said Eastern Right of Way, South 0°11'17" West a distance of 59.02 feet to the Eastern Right of Way of I-540 as established by AHTD Job 040527 and the POINT OF BEGINNING; thence along said Eastern Right of Way the following bearings and distances: South 8°55'46" East a distance of 141.79 feet; South 1°32'38" West a distance of 510.14 feet; South 3°22'50" East a distance of 160.31 feet; South 0°11'45" West a distance of 366.17 feet to the Northern Right of Way of Watkins Avenue as established by AHTD Job 1534 Section 1; thence along said Northern Right of Way, North 84°21'23" West a distance of 20.92 feet to the Eastern Right of Way of I-540 as established by AHTD Job 1534 Section 1; thence along said Eastern Right of Way the following bearings and distances: North 1°23'30" East a distance of 23.81 feet; North 0°11'17" East a distance of 358.56 feet; North 0°11'17" East a distance of 791.82 feet to the POINT OF BEGINNING, and containing 0.46 acres (19,856 square feet) more or less as shown on AHTD plans referenced as Job 040527.

TO HAVE AND TO HOLD the same, including all Grantors' easement, access, and abutters' rights in any and all remaining and adjoining lands to, from, and across **Interstate I-540** or such other controlled access facilities as may be constructed, unto the said City of Springdale, Arkansas and unto its successors and assigns forever.

And we, for and in consideration of the said sum of money, do hereby release and relinquish unto the said City of Springdale, Arkansas, all our right of dower, curtesy, homestead or survivorship in and to said lands.

And the Grantor/s hereby covenant/s with the said Grantee that Grantor/s will forever warrant and defend the title to said lands against all claims whatever.

WITNESS my/our hand/s on this 19th day of February, 2013.

Zorn Petrycz, President
Opus Guidance Center Foundation

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) SS

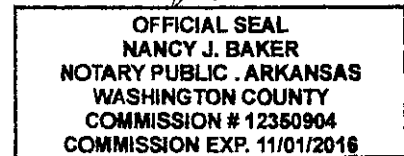
COUNTY OF Washington

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, appeared in person Tom Ratzka to me well known as the Grantor/s in the foregoing instrument, and stated that he/she/they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS, my hand and seal as such Notary Public on this 19 day of February, 2013.

My Commission Expires: 11-01-16

Nancy J. Baker
, Notary Public



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attn: _____

Tax Map Identification Number: _____

THIS IS A CONVEYANCE OF AN EASEMENT
AND CONSIDERATION IS LESS THAN \$10.00

space above for recorders use only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between CoxCom, LLC d/b/a Cox Communications, a Delaware limited liability company, and its successors and assigns ("Cox"), **City of Springdale**, and their heirs and assigns (collectively, the "Grantor").

RECITALS

A. Grantor is the owner of the real property and improvements situated thereon located ON **S 48TH Street, Springdale**, in Washington County, State of Arkansas, more particularly described in **Exhibit A** attached hereto and incorporated therein by reference (the "Property").

B. Grantor agrees to grant and convey unto Cox an easement through, over, under and across the Property for the purpose of relocating, installing, operating, testing, auditing, maintaining, repairing, upgrading, altering, replacing, relocating and removing Cox's communications, distribution and other required facilities, including, but not limited to, conduit, equipment, security and automation systems, cabling, wiring, wireless equipment, communications pads, markers, pedestals, junction boxes, necessary fixtures and appurtenances, other needed equipment (collectively, the "Facilities") for the purpose of providing certain services including, but not limited to, voice, video, data, monitored security and automation services, and any other service now or hereafter offered by Cox (the "Services").

AGREEMENT

NOW, THEREFORE, that in consideration of the premises and the mutual promises and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **EASEMENT**. Grantor hereby grants and conveys to Cox, its affiliates, agents, and successors and assigns, a perpetual and non-exclusive easement and right-of-way (the "Easement") over, under, through and across a portion of the Property more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Easement Area") to construct, place, operate, inspect, maintain, repair, replace, relocate and remove, all or any portion of the Facilities, as Cox may from time to time require, and to access and use locations on the exterior or interior of the improvements on the Property, for the

purpose of constructing, installing, operating, testing, auditing, maintaining, repairing, upgrading, altering, replacing, relocating and removing the Facilities and/or utilizing the Property including any building(s) or other structures situated thereon, on a non-exclusive basis, for the transmission Services and to install and maintain appropriate facilities for such Services at the Property. Cox shall have the right to inspect, rebuild, remove, repair, improve, and relocate the Facilities within the Easement Area and to make such changes, alterations, substitutions, additions to or extensions of the Facilities, as Cox may from time to time deem advisable.

2. **RIGHT OF ACCESS.** Cox and its agents shall have full use of the Easement and right-of-way for the purposes described above, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted hereunder including, without limitation, the right to access and use other portion of the Property and/or land immediately adjoining the Easement Area, to the extent owned by Grantor, if any (the “Adjoining Land”), and the right to access the improvements generally for the purposes described above; provided, however, that this right to use the Adjoining Land and improvements shall be exercised only during periods of actual construction, maintenance, repair, replacement or removal and then only to the minimum extent necessary for such construction, repair, maintenance, replacement or removal.

3. **RIGHTS AND OBLIGATIONS OF GRANTOR.** Grantor may use the Property subject to the Easement for any purpose not inconsistent with the rights and privileges granted by this Easement, provided such use does not interfere with or endanger the construction, operation or maintenance of the Facilities. Grantor hereby agrees as follows: (i) not to use or knowingly permit others to use the Facilities, (ii) not to use or knowingly permit others to use any equipment that interferes with the operation of the Facilities; (iii) not to move, disturb, or alter the Facilities or knowingly permit any third party to do so without Cox's prior written consent; and (iv) to disclose to Cox any information known to Owner regarding the nature and location of private utility lines located on the Property which are not identifiable under local Utility Protection laws; and (v) that Grantor shall provide Grantee with the name and phone number of Grantor's representative who will provide Grantee with access to the Property, the Easement Area, the Adjoining Land, and to any of Grantee's equipment contained within locked facilities, to the extent any of the foregoing are required in Grantee's exercise of its rights hereunder.

4. **SITE WORK AND RESTORATION.** Cox shall have the right, at its sole cost and expense, to install and maintain the Facilities and perform any necessary site preparation work, including the trimming, cutting or and removal of trees, shrubbery, or other obstructions or facilities in or near the Easement Area, as may be reasonably necessary to prevent interference with Cox's installation, construction, operation, maintenance, repair, replacement and/or removal of the Facilities. Cox shall repair damage to the Property caused by Cox's construction activities hereunder.

5. **OWNERSHIP.** The Facilities and every part thereof, whether or not located or constructed above or below ground, or attached to or incorporated within the Property or any part thereof in any manner whatsoever, shall be and remain the sole and exclusive property of Cox, and neither Grantor, nor any other person or entity other than Cox, shall have any ownership interest or right to remove, disturb, or interfere with or use, in any manner or at any time, any part of the Facilities.

6. **NOTICES.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered upon actual receipt or refusal of same, and must be sent via United States mail, postage prepaid, registered or certified mail, return receipt requested, or sent via national overnight courier, addressed as follows:

To Cox: Cox Communications
4901 South 48th Street
Springdale, AR 72762
Attn: Jason Combs

To Grantor: City of Springdale
201 N Spring Street
Springdale, AR 72764

Either party may change its notice address and persons to receive notice, upon written notice to the other.

7. **INSURANCE.** Cox shall maintain (a) Commercial General Liability insurance with a policy limit of at least \$2,000,000 to protect Grantor against bodily injury or damage resulting from Cox's negligence or intentional misconduct with respect to the installation, operation or maintenance of the Facilities on the Property, and (b) Worker's Compensation insurance in statutory amounts. All policies written pursuant to this Section 7 shall be with insurers (i) licensed to do business in the state in which the Property is located and (ii) carrying an A.M. Best rating of at least A-VIII.

8. **MISCELLANEOUS.** This Agreement shall run with the land and inure to the benefit of and shall be binding upon the parties hereto and their successors and assigns. This Agreement shall be recorded by and at the expense of Cox. This Agreement and any and all exhibits attached hereto and incorporated herein constitute the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified, amended, altered or changed except by a written instrument signed by all the parties to this Agreement. In the event that any party is required to resort to litigation to enforce its rights under this Agreement, the parties agree that any judgment awarded to the prevailing party may include all litigation expenses, including (without limitation) reasonable and actual attorneys' fees and court costs. This Agreement shall be governed by the laws of the State or Commonwealth in which the Property is located. Grantor and Cox each hereby represent that it has full authority to execute this Easement and grant the rights herein granted. Grantor further represents that there are no prior or existing easements that would be breached by the execution and delivery by Grantor of this Easement or by Cox's provision of the Services.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the grantors have set their hand and seal on this ____ day of _____ 2022.

Printed Name of Grantor 1

Signature of Grantor 1

Printed Name of Grantor 2

Signature of Grantor 2

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned a Notary Public with and for the County and State aforesaid duly commissioned and acting _____ and _____ to me well known as the grantor(s) in the foregoing easement and each stated that they had executed the same for the considerations and purposes there in mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____ 20____.

Notary Public

My Commission Expires: _____

(SEAL)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
DESIGN CONTRACT FOR ARCHITECT SERVICES**

WHEREAS, the Shiloh Museum Board desires to make repairs and alterations to the Shiloh Museum lobby, bathrooms, front/south entry, and side/east entry, all located on Museum property;

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Clements & Associates Architecture, Inc., as the most qualified firm for design services associated with the project;

WHEREAS, the design contract proposes a fee of 11.00% of the construction cost, and

WHEREAS, the Shiloh Museum Board has agreed to pay for the design services.

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

Section 1. Expenditures for the design of this project will be paid by the Shiloh Museum Board.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture design services contract with Clements & Associates Architecture for the design of the repairs and alterations to the Shiloh Museum lobby, bathrooms, front/south entry, and side/east entry, all located on Museum property.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of February in the year 2022
(In words, indicate day, month and year.)

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

City of Springdale
City Administration Building
201 Spring Street
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)

Improvements to the Shiloh Museum of Ozark History
118 West Johnson Avenue
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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The scope of this project includes both interior and exterior improvements at the existing Museum facility.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The interior scope includes public entrance area; including the lobby, reception, gift shop, restrooms and flooring.

The exterior scope includes accessibility improvements and a public gathering space.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

to be determined at a later date.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

to be determined at a later date.

.2 Construction commencement date:

to be determined at a later date

.3 Substantial Completion date or dates:

to be determined at a later date.

.4 Other milestone dates:

Unknown at this time.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public Bidding

(Paragraphs Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Angie Albright, Director
Shiloh Museum of Ozark History

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Site Surveyor,

.2 Civil Engineer: (If required)

- .3 Other, if any: Unknown at this time.
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

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

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Schmalz Engineering, Inc., Larry Schmalz, P.E.

- .2 Mechanical Engineer:

Energy Engineering Consultants, Inc., Noah Kinder, P.E.

- .3 Electrical Engineer:

Energy Engineering Consultants, Inc.
Eric Traver, P.E.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

On site discussions with the Director of the Museum

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

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraph Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some perspective sketches, or digital representations.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement 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 (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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals - N/A

(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™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, 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 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 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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 A201–2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 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.

§ 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 of the schedule. 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 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 the 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 order 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 Section 4.2, 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:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, 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 Substantial Completion has been achieved, 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Paragraph Deleted)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided

Init.

§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph Deleted)

4.1.1.4 - Measured Drawings is included in the Basic Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraph Deleted)

None

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

(Paragraphs Deleted)

- .2 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .3 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph Deleted)

- .4. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .6 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

(Paragraphs Deleted)

§ 4.2.3 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 submittals of the Contractor
- .2 four (4) visits to the site by the Architect 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 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () 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

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 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 a portion of 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, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, if requested by the Architect.

§ 5.6 N/A

§ 5.7 N/A

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and 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,

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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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A201-2017, 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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 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.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of 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 Owner shall pay the Architect 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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 A201-2017, 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

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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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum - N/A
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

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Eleven (11 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other - N/A
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, 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.)

Compensation for 4.1.1.4 - Measured Drawings are included within the Basic Services Fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Unless otherwise negotiated, Additional Services shall be compensated on an hourly basis as per paragraph 11.7.

§ 11.4 Compensation for Supplemental and 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 follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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 (\$0.00)
Principal's Hourly Rate at \$158.00/hour	
Project Architect's Hourly Rate at \$132.00/hour	
Project Manager's Hourly Rate at \$117.00/hour	
Intern Architect's Hourly Rate at \$90.00/hour	
Technician's Hourly Rate at \$79.00/hour	
Office Manager/Clerical Hourly Rate at \$69.00/hour	
Other's Hourly Rate at Three (3) Times Direct Expenses	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 percent (%) of the expenses incurred.

(Paragraphs Deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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.

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 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 thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10 % annum

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:
(Include other terms and conditions applicable to this Agreement.)

Unknown at this time.

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 the Owner and Architect.

(Paragraphs Deleted)

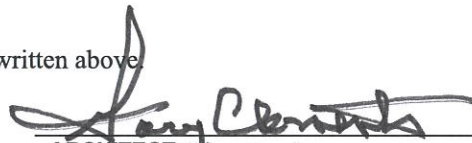
(Paragraphs Deleted)

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

OWNER (Signature)

Honorable Doug Sprouse , Mayor, City of
Springdale

(Printed name and title)



ARCHITECT (Signature)

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

(Printed name, title, and license number, if required)

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 983 W. SUNSET; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, LJS Restaurants Inc, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), Section 2, Township 17 North, Range 30 West , beginning at a point 190 feet West and 23.9 feet South of the Northeast corner of said Forty Acre Tract, thence West 162.4 feet, then South 0 degrees, 21' 01" West, 188.1 feet, thence East 162.4 feet, thence North 0 degrees 21' 01" East, 188.1 feet to a point of beginning , containing 0.70 acres more or less, and being part of Lot 11 of the C.F. Noel Addition to the City of Springdale, Washington County, Arkansas. Subject to easements and restrictions of record, if any

Commonly known as: 983 W. Sunset, Springdale, Washington
County, Arkansas
Tax Parcel No.: 815-23987-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

NOW THEREFORE, BE IT ORDAINED

commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 5th day of April, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

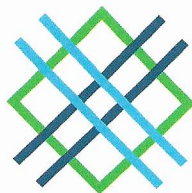
CITY ATTORNEY

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.SpringdaleAR.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Lynda Belvedersi
Administrative Legal Assistant
lbelvedersi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

February 15, 2022

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

LJS Restaurants Inc.
P.O. Box 10656
Fort Smith, AR 72917

RE: Property located at 983 W. Sunset, Springdale, Washington County, Arkansas,
Tax Parcel No. 815-23987-000

Dear Owner:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 983 W. Sunset Springdale, AR 72762 and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 983 W, Sunset Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, April 4, 2022, in the Tiered Training room on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, April 12, 2022. This meeting will take place in the Tiered Training room on the second floor of the City Administration Building. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale

will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

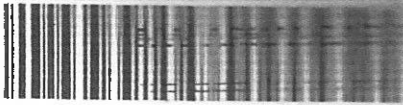
Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Cate', with a stylized flourish at the end.

Ernest Cate
City Attorney

Enclosure
EC:lb

cc: Mike Chamlee, Chief Building Inspector
Tom Evers, Chief Building Official



9590 9402 5688 9346 5855 97

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*



OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764

206 Blair

983 W Sunset



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:

LJS Restaurants Inc.
P.O. Box 10656
Forth Smith, AR 72917



9590 9402 5688 9346 5855 97

2. Article Number (Transfer from service label)

7019 2970 0000 7254 6001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

X *[Signature]*

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
- ☐ all Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

ORDINANCE NO. _____

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION)
AND REMOVAL OF A CERTAIN RESIDENTIAL
STRUCTURE WITHIN THE CITY OF SPRINGDALE,
ARKANSAS, LOCATED AT 302 CAUDLE; TO DECLARE
AN EMERGENCY AND FOR OTHER PURPOSES.**

WHEREAS, Pedro & Dolores Palos, are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

The south half (S 1/2) of lots numbered one (1) and two (2) in block "A" in A.B. Coger and A.C. Dewese addition to the City of Springdale, Arkansas. Subject to easements for utilities and bills of assurance, if any exist. (Also commonly known as 302 Caudle, Springdale, Arkansas and known as Tract II on Fiduciary's deed recorded as Lan Document No. 99097037.)

Commonly known as 302 Caudle, Springdale, Washington
County, Arkansas
Tax Parcel No. 815-20908-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

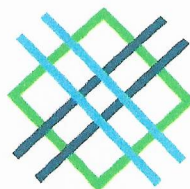
CITY ATTORNEY

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov



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OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.SpringdaleAR.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Lynda Belvedersi
Administrative Legal Assistant
lbelvedresi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

February 15, 2022

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

Pedro & Dolores Palos 5981
204 Caudle Ave.
Springdale, AR 72764

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Arvest Bank
ATTN: Katie Davidson Registered Agent
Hilburn, Calhoun, & Harper
One Riverfront Plaza, Suite 800
North Little Rock, AR 72114 5998

RE: Property located at 302 Caudle, Springdale, Washington County, Arkansas,
Tax Parcel No. 815-20908-000

Dear Property Owner/Mortgage Holder:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 302 Caudle and has mailed notice in writing to you, via certified mail that a structure located on property owned by you at 302 Caudle Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, April 4, 2022, in the Tiered Training room located on the second floor of the City Administration

Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, April 12, 2022. This meeting will take place in the Tiered Training room of the City Administration Building. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ernest Cate', with a stylized flourish at the end.

Ernest Cate
City Attorney

Enclosure
EC: lb

cc: Mike Chamlee, Chief Building Inspector
Tom Evers, Chief Building Official

ORDINANCE NO. _____

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION)
AND REMOVAL OF A CERTAIN RESIDENTIAL
STRUCTURE WITHIN THE CITY OF SPRINGDALE,
ARKANSAS, LOCATED AT 2115 N. 56th Street; TO
DECLARE AN EMERGENCY AND FOR OTHER
PURPOSES.**

WHEREAS, Brenda Herren, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

PT NW SW 1.41 A. FURTHER DESCRIBED AS: A part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-eight (28) in Township Eighteen (18) North, Range Thirty (30) West, being more particularly described as follows, to-wit; From the Southwest Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section Twenty-eight (28), run North 1° 14' 12" West 1,119.95 feet to the POINT OF BEGINNING; and running thence North 1° 14' 12" West 201.14 feet; thence North 88° 49' 51" East. 305.0 feet; thence South 1° 14' 12" East 201.30 feet; thence South 88° 51' 39" West 305.0 feet to the POINT OF BEGINNING.

Commonly known as 2115 N. 56th Street, Springdale, Washington
County, Arkansas
Tax Parcel No. 815-29790-35

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 4th day of April, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

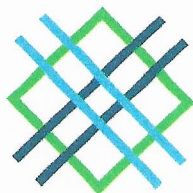
CITY ATTORNEY

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov



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OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
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Giselle Gonzalez
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ggonzalez@springdalear.gov

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Investigator
shelms@springdalear.gov

Lynda Belvedersi
Administrative Legal Assistant
lbelvedresi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

February 18, 2022

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

Brenda Herren
1823 N. 56th Street
Springdale, AR 72762-0480

RE: Property located at 2115 N. 56th Street, Springdale, Washington County,
Arkansas,
Tax Parcel No. 815-29790-035

Dear Property Owner:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 2215 N. 56th Street and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 2115 N. 56th Street, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, April 4th, 2022 in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, April 12, 2022. This meeting will take place in the Tiered Training room of the City Administration Building. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale

will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest Cate
City Attorney

Enclosure
EC:lb

cc: Mike, Chamlee Chief Building Inspector
Tom Evers, Chief Building Official

SENDER: COMPLETE THIS SECTION

- 1 Complete items 1, 2, and 3.
 - 2 Print your name and address on the reverse so that we can return the card to you.
 - 3 Attach this card to the back of the mailpiece, or on the front if space permits.
- Article Addressed to:

Brenda Herren
1823 N. 56th Street
Springdale, AR 72762-0480



9590 9402 5688 9346 5855 80

Article Number (Transfer from service label)

7020 0640 0002 3174 8523

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

II Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



9590 9402 5688 9346 5855 80



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764

2115 N. 56th Street

Upcoming FY2022 Requests from Non Profits

Anticipating amount: \$804,758 based on FY2021 funding

Compassion House- Requesting \$20,731 (funded by CDBG since 2017)

Serves pregnant and parenting teens in Springdale for 30 years; this includes housing, case management, life skills counseling and access to parental care.

Kendrick Fincher Hydration for Life- Requesting \$7300 (This will be the 1st year to receive CDBG funds)

Around for 26 years, providing hydration education, preventing heat illness and assisting those of all ages in improving health and wellbeing. Distributing water bottles in over 80 schools and 29 of those are in Springdale and 71% is low to moderate income.

Bread of Life- Requesting \$24,000 (funded by CDBG since 2012)

Was established in 1992 to provide emergency support and food for 3 days; financial support for personnel that find themselves in a temporary emergency situation. The staff, counselors and volunteers work to determine the specific need to each client.

Community Clinic- Requesting \$12,000 (funded by CDBG since 2020)

The organization was established in 1989. The clinic offers medical and dental services to patients who qualify, serving around 47,570 patients in 2021 at 15 locations. The clinic also includes chronic pain management, pediatric and prenatal care.

Court Appointed Special Advocates (CASA) - Requesting \$10,000 (funded by CDBG since 2016)

Was established in 1977, CASA fills the gaps left by the overburdened child welfare system. Basically they are advocated for the children that has no voice.

VFW Post 2952- Requesting \$9,000 (funded by CDBG since 2020)

Was established in 1944 to assist WWI and WWII veterans; the objective is to help with medical, financial emergency issues that come up. The volunteers assist with bringing the veterans to their appointments, assist with food and medical assistance.

Feed the 479- Requesting \$24,000 (funded by CDBG since 2021)

Established in 2011, has a pantry to assist with food and nutrition assistance. Their goal is to help the community who are food insecure.

VFW Aux- Requesting \$10,000 (funded by CDBG since 2021)

A different entity from the VFW, they also work with veterans by supplying food, medical assistance, rides and gift cards for the low income veterans. The Auxiliary also helps with monetary needs like fuel and financial issues.

Total Requests: \$117,031

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE FORMATION OF AN
ACTIVE TRANSPORTATION COMMITTEE**

WHEREAS, active transportation is any self-propelled, human-powered mode of transportation, such as walking or bicycling, that will encourage the citizens of Springdale to increase physical activity through the continued investment in bicycle and pedestrian facilities creating opportunities for people to walk and cycle to work, school, shopping or for recreation; and

WHEREAS, the reorganization of the Trails Committee to an Active Transportation Committee will provide an opportunity for the City to publicly show leadership on active transportation issues including pedestrian and bicycle facility development, making a statement that the City needs and wants outside input on active transportation issues

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE that the existing Trails Committee will be reorganized by the Mayor to an Active Transportation Committee. The Active Transportation Committee will be composed of individuals living or working in the City of Springdale, representing a wide variety of viewpoints from different professions, personal backgrounds, experiences, and interest that mirror the makeup of local bicyclists and pedestrians – men, women, recreational and commuter cyclists, senior citizens, students, business owners, mobility challenged groups, environmental and social justice advocates. City staff from various departments will serve in an ex-officio capacity to the Committee to advance Springdale's efforts to continue to improving active transportation facilities and opportunities.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney