

- The next Committee Meeting will be held on Monday, April 18th, 2022 in the Tiered Training Room.
- Committee agendas will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF NEW CRIMINAL JUSTICE BUILDING
Tuesday, April 12th, 2022**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Kevin Flores

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk/Treasurer
4. Recognition of a Quorum.
5. Comments from Citizens
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
6. Approval of Minutes – March 29th, 2022: **Minutes located at the back of Agenda. Pgs. 90-99**
7. **A Public Hearing** on the Springdale Water Utilities Revenue Bonds.
8. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s)* **9A-9B, 11, 12, 13, and 14.** *Motion must be approved by two-thirds (2/3) of the council members).*
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development
 - A. **An Ordinance** accepting the re-plat of lots 6 through 10, part of lots 1 through 5 & platted alley right of way, block 17, railroad

addition to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 1-3

- B. **An Ordinance** accepting the re-plat of lot 61 of Parker's Place Subdivision, Phase II, a subdivision development in the City of Springdale, Arkansas, and declaring an emergency. Pgs. 4-6

10. Finance Committee by Chairman

- A. **A Resolution** authorizing the grant of a utility easement across property owned by the City of Springdale, Washington County, Arkansas. Forwarded from Committee with recommendation for approval. Presented by Ryan Carr, Engineering. Pgs. 7-16
- B. **A Resolution** authorizing the execution of a design contract for architect services. Forwarded from Committee with recommendation for approval. Presented by Angie Albright, Shiloh Museum director. Pgs. 17-39

11. Health, Sanitation, and Property Maintenance by Chairman Amelia Williams

An Ordinance ordering the razing (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 983 W. Sunset; to declare an emergency and for other purposes. Forwarded from Committee with recommendation for approval. Pgs. 40-44

12. Ordinance Committee by Chairman Mike Overton

An Ordinance redistricting city wards in the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-43-311. Pgs. 45-51

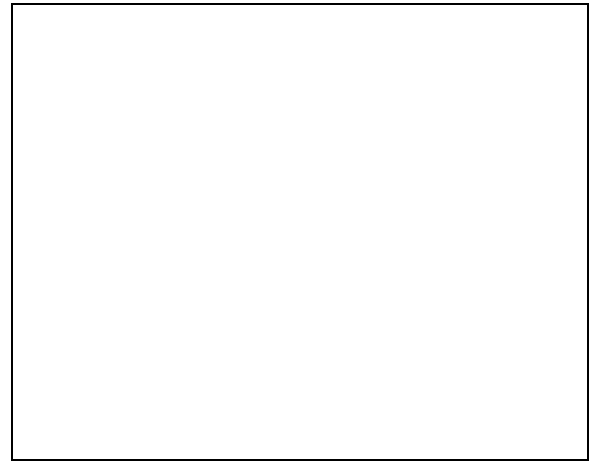
- 13. **An Ordinance** authorizing the issuance and sale of Water and Sewer Revenue Bonds to finance extensions, betterments, and improvements to the sewer facilities of the City's Water and Sewer system; providing for the payment of the principal of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency. Pgs. 52-74

- 14. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Pgs. 75-81

- 15. **A Resolution** amending the 2022 Budget of the City of Springdale, Arkansas, to fund a temporary impact route for Ozark Regional Transit, and authorizing the Mayor to execute a Memorandum of Understanding. Pgs. 82-83

- 16. **A Resolution** authorizing the temporary operation of a carnival. Pgs. 84-86

17. **A Resolution** setting a hearing date on a petition to abandon a portion of a Utility Easement in the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. **Pgs. 87-88**
18. **A Resolution** authorizing the formation of an Active Transportation Committee. Forwarded from Committee with recommendation for approval. Presented by Patsy Christie, Planning director. **Pg. 89**
19. Comments from Council Members.
20. Comments from City Attorney.
21. Comments from Mayor
22. Adjournment.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOTS 6
THROUGH 10, PART OF LOTS 1 THROUGH 5 &
PLATTED ALLEY RIGHT OF WAY, BLOCK 17,
RAILROAD ADDITION TO THE CITY OF SPRINGDALE
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

Lot 1A

Lots 6 through 10, part of Lots 1 through 5 and the platted alley right of way, Block 17, Railroad Addition to the City of Springdale, Washington County, Arkansas being more particularly described as follows:

Beginning at a set rebar with cap marking the Southeast Corner of Lot 10, said point being at the intersection of the West right of way line of South Blair Street and the North right of way line of West Allen Avenue. Thence along the South line of Lots 10 through 6 and the North right of way line of said West Allen Avenue, North 87 degrees 25 minutes 00 seconds West, 208.04 feet to a set rebar with cap marking the Southwest Corner of Lot 6, said point being at the intersection of the North right of way line of West Allen Avenue and the East right of way line of South Shiloh Street. Thence along the West line of Lots 6 and 5 and the East right of way line of said South Shiloh Street, North 02 degrees 30 minutes 52 seconds East, 180.00 feet to a set rebar with cap. Thence leaving the West line of Lot 5 and said right of way line, South 87 degrees 24 minutes 59 seconds East, 145.50 feet to an existing rebar. Thence South 02 degrees 49 minutes 09 seconds West, 4.00 feet to a set rebar with cap. Thence South 87 degrees 24 minutes 59 seconds East, 63.50 feet to a set rebar with cap on the East line of Lot 1, same being the West right of way line of South Blair Street. Thence along the East line of Lots 1 and 10 and said right of way line, South 02 degrees 49 minutes 09 seconds West, 176.00 feet to the Point of Beginning, containing 0.86 of an acre and subject to any Easements of Record.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 6 THROUGH 10, PART OF LOTS 1 THROUGH 5 & PLATTED ALLEY RIGHT OF WAY, BLOCK 17, RAILROAD ADDITION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF LOTS 6 THROUGH 10, PART OF LOTS 1 THROUGH 5 & PLATTED ALLEY RIGHT OF WAY, BLOCK 17, RAILROAD ADDITION, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2021.

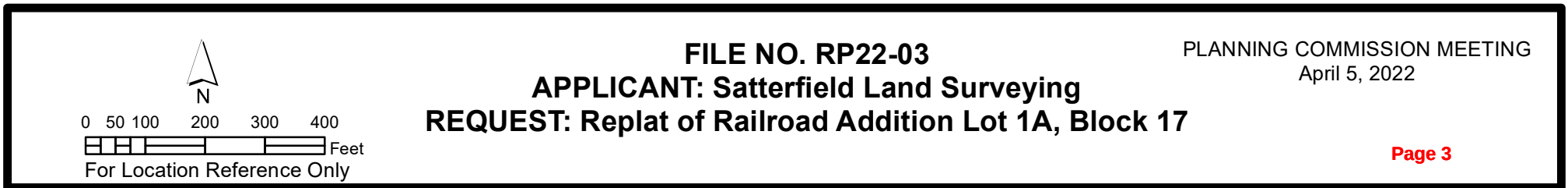
Doug Sprouse, Mayor

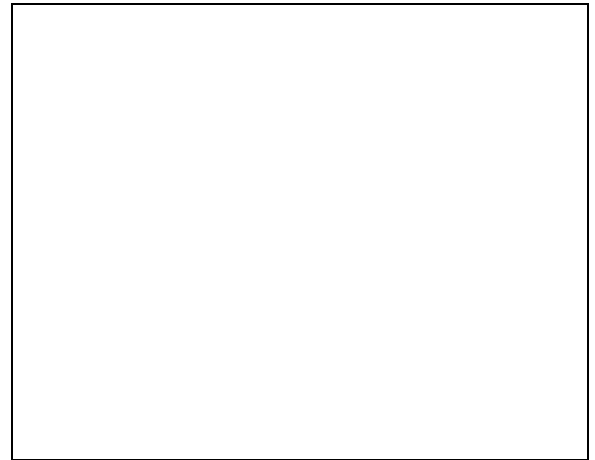
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE REPLAT OF LOT 61 OF PARKER'S PLACE SUBDIVISION, PHASE II, A SUBDIVISION DEVELOPMENT IN THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 61 OF PARKER'S PLACE SUBDIVISION, PHASE II, TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE FINAL PLAT OF PARKER'S PLACE SUBDIVISION PHASE II RECORD BOOK 23 AT PAGE 380.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOT 61 OF PARKERS PLACE SUBDIVISION, PHASE II.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT OF LOT 61 OF PARKER'S PLACE SUBDIVISION PHASE II, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2022.

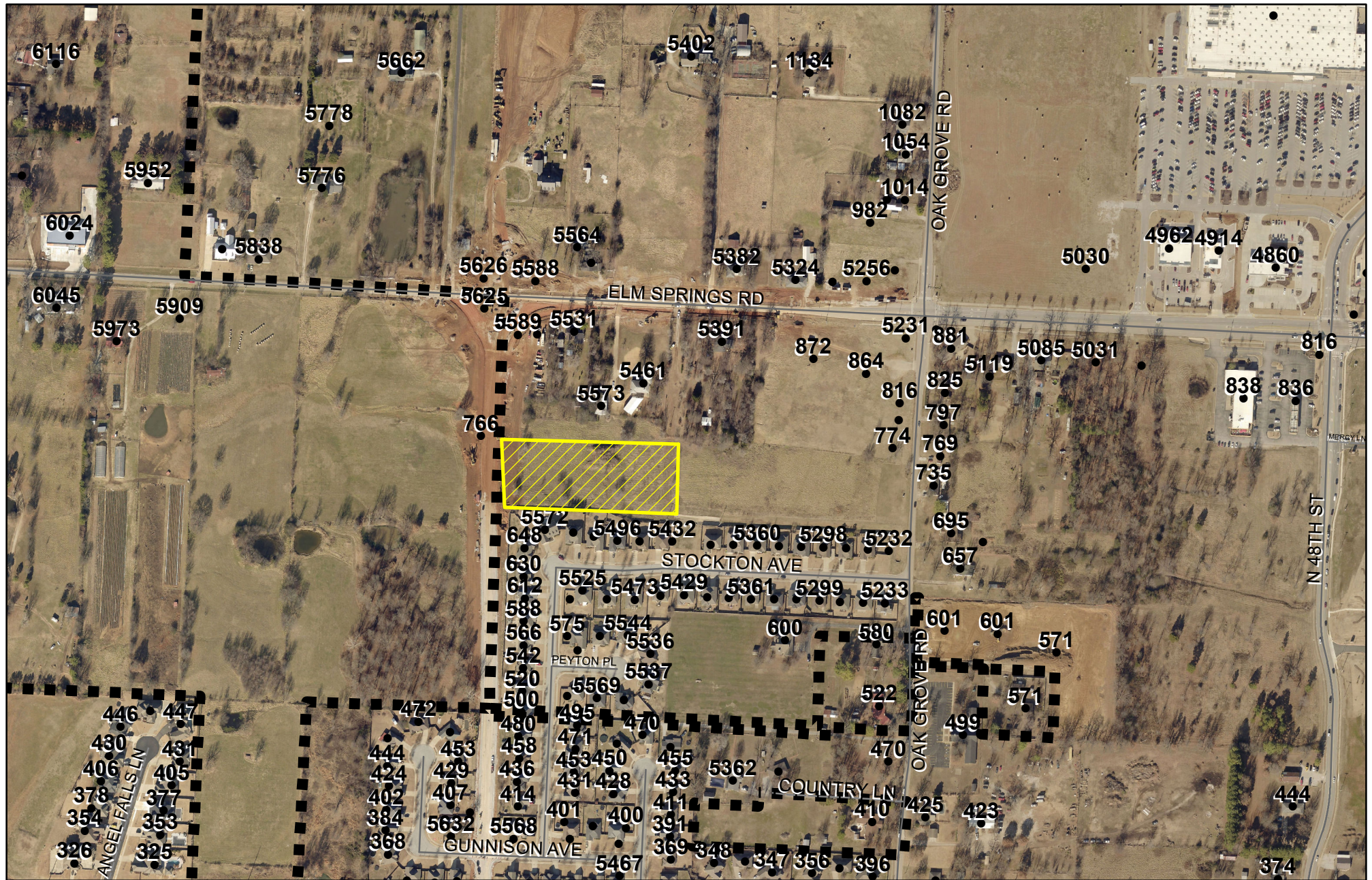
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



0 87.5175 350 525 700
 Feet
 For Location Reference Only

FILE NO. RP22-04
APPLICANT: Engineering Services, Inc
REQUEST: Replat of Lot 61 Parkers Place Subdivision

PLANNING COMMISSION MEETING
 April 5, 2022

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.

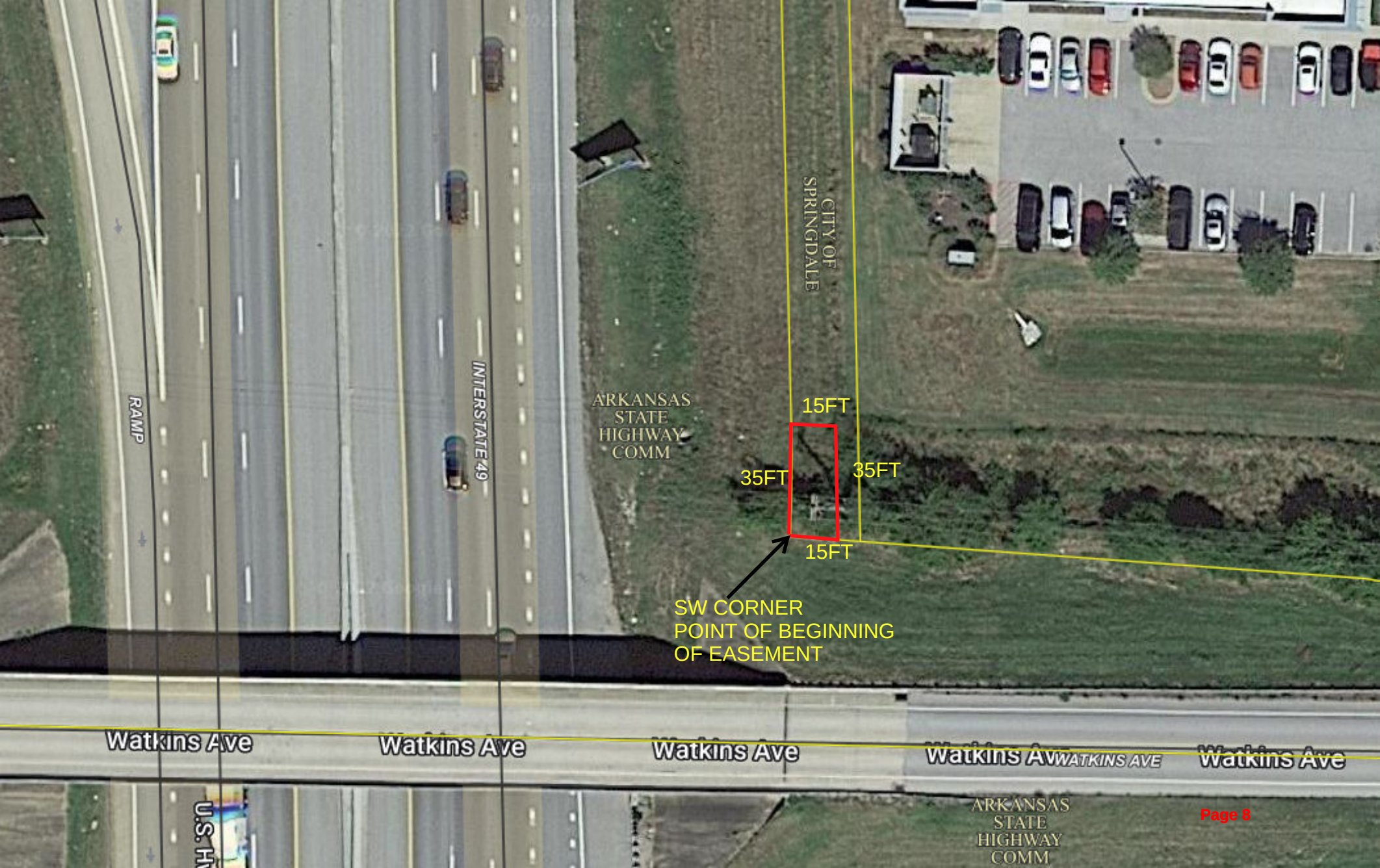
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



RAMP

INTERSTATE 49

CITY OF
SPRINGDALE

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

U.S. HWY

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
Opak Guidance Center Foundation

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) SS

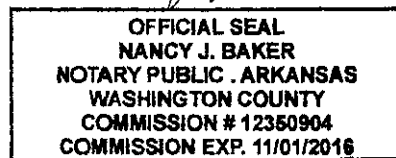
COUNTY OF Washington

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)

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.

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

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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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

Init.

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.

Init.

§ 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 <i>(Architect, Owner, or not provided)</i>
§ 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

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§ 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;

Init.

(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)

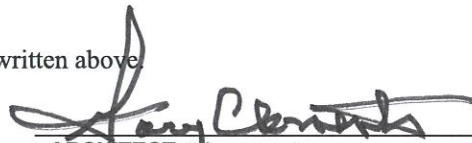
(Paragraphs Deleted)

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 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 BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1. That the structure located at 983 W. Sunset, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is 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 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 12th 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.

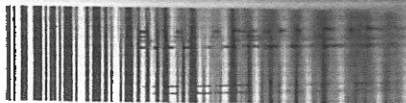
Sincerely,

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

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

all
air Restricted Delivery

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

Domestic Return Receipt

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.

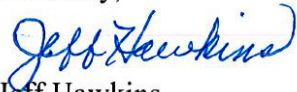
As such, four (4) alternative redistricting plans have been prepared for review and consideration (see attachments). Each would equalize population among wards to an acceptable level, and each plan would have two current council members per ward. Plans 1 and 2 keep current council members in their respective 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

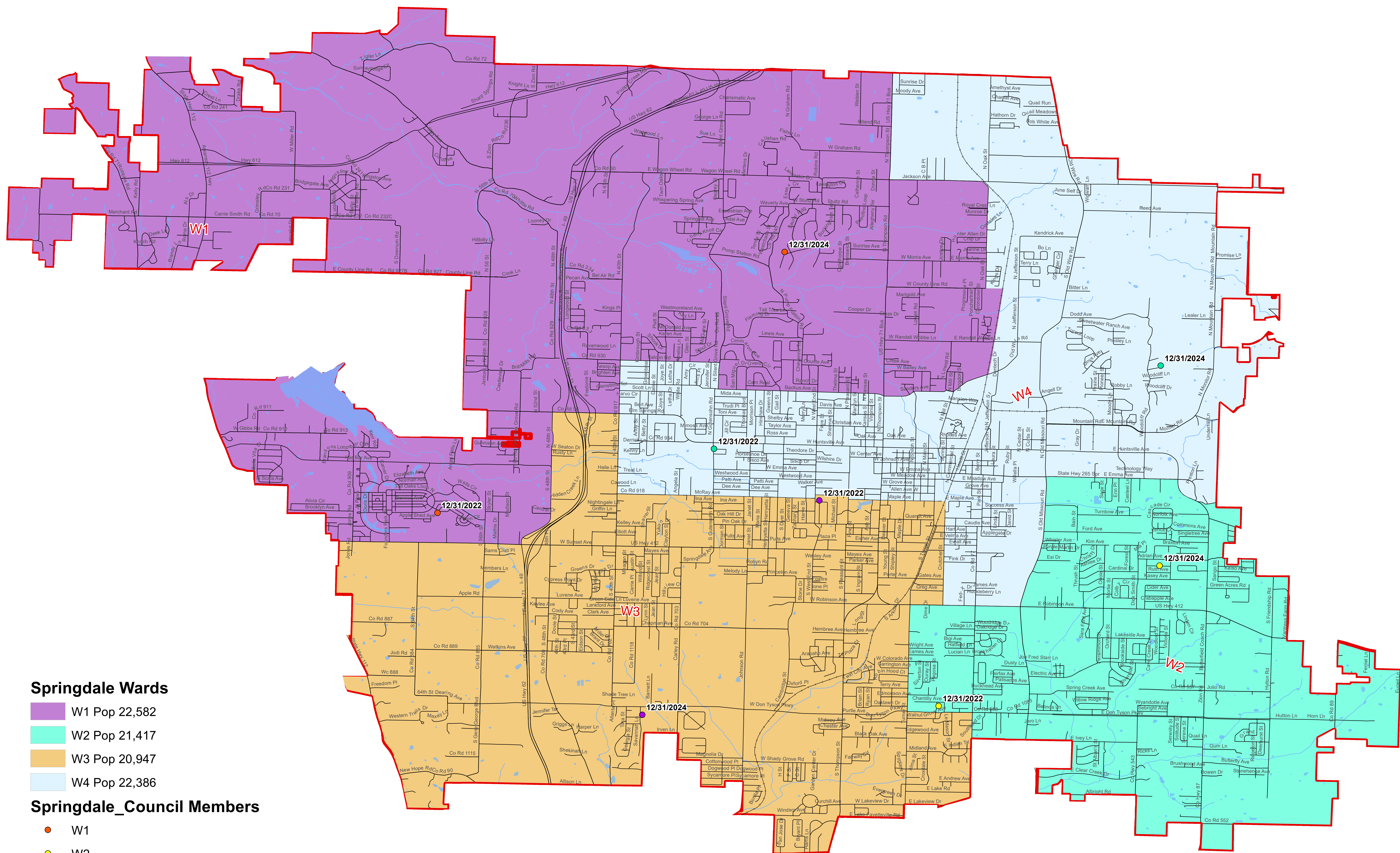
Please note that redistricting criteria and principals approved by the courts were employed in the development of these plans. A summary of those principals and criteria are attached. Should there be any questions, or should further clarification be required, please advise.

Sincerely,



Jeff Hawkins
Director

SPRINGDALE CITY WARDS - PLAN 1 - 2022



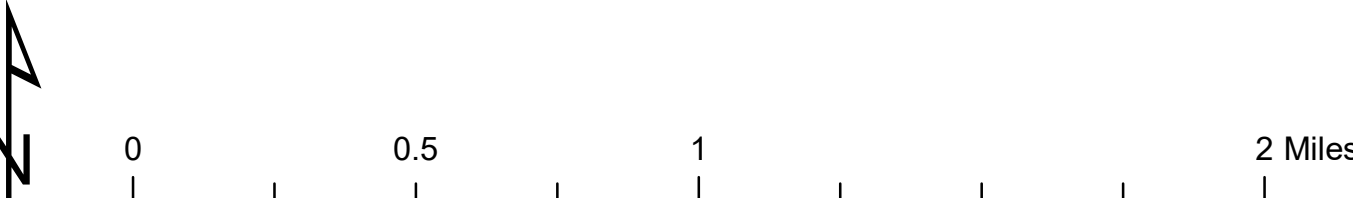
Springdale Wards

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

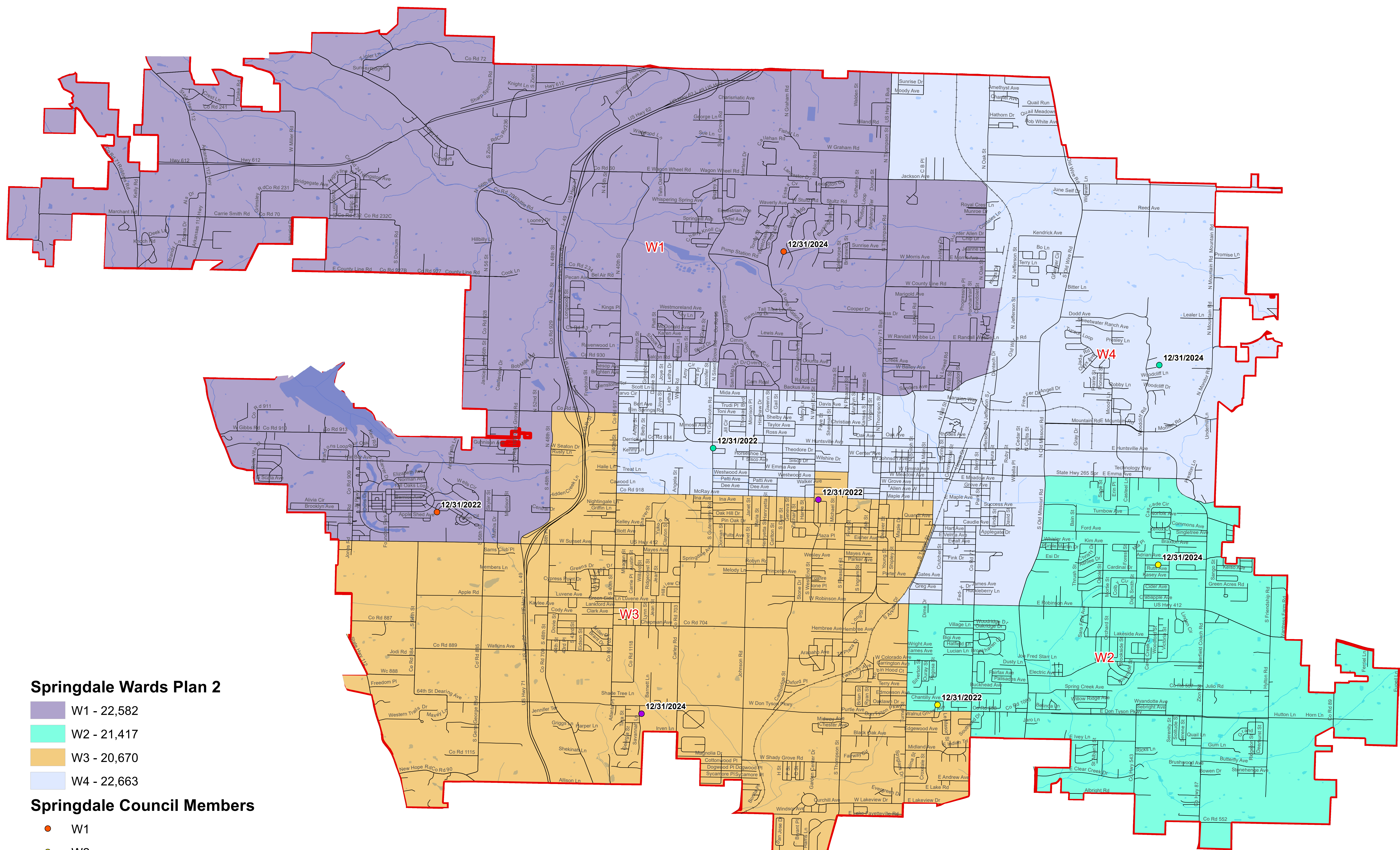
Springdale_Council Members

- W1
- W2
- W3
- W4

Springdale City Boundary

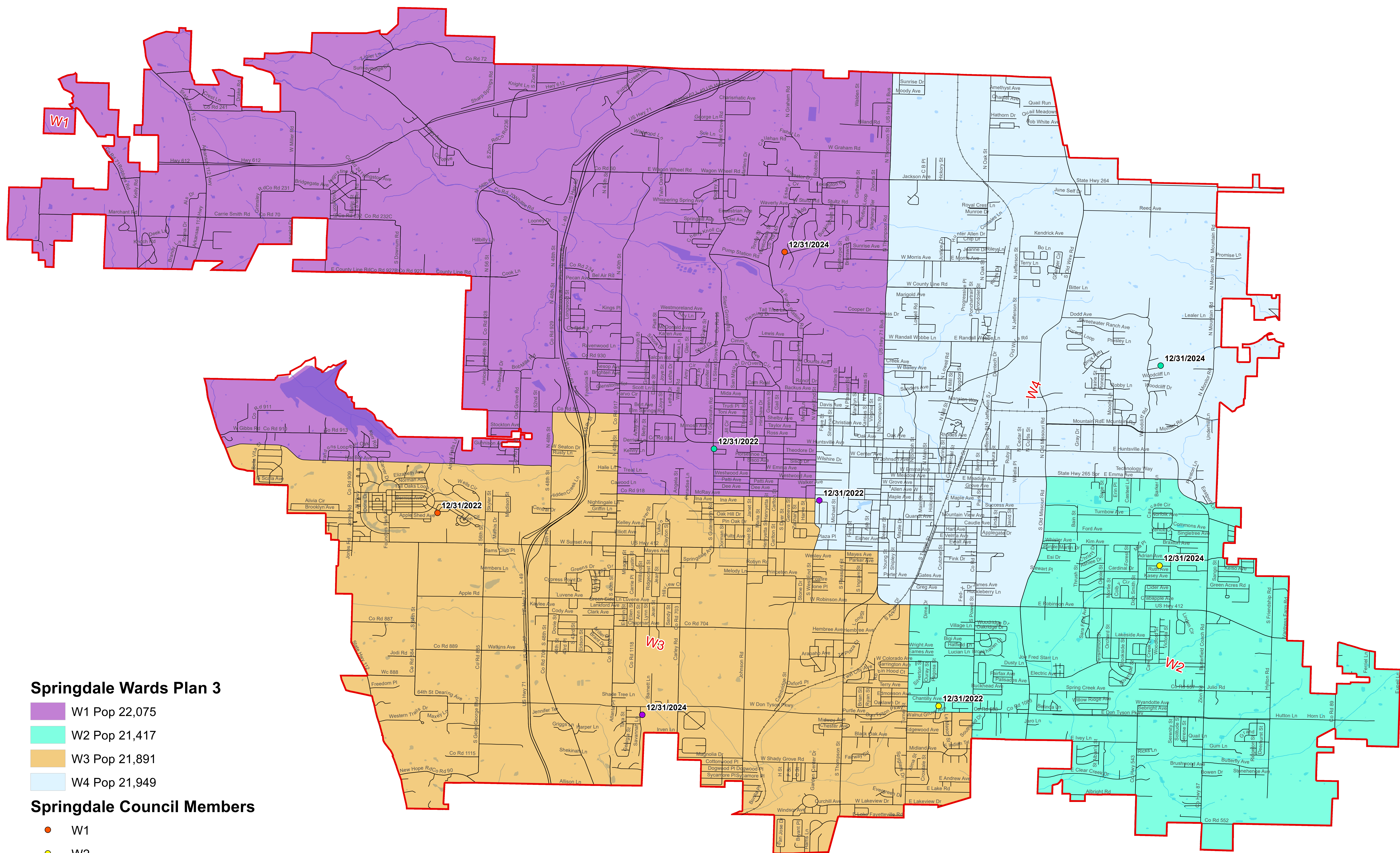


SPRINGDALE CITY WARDS - PLAN 2 - 2022



0 0.5 1 2 Miles

SPRINGDALE CITY WARDS - PLAN 3 - 2022



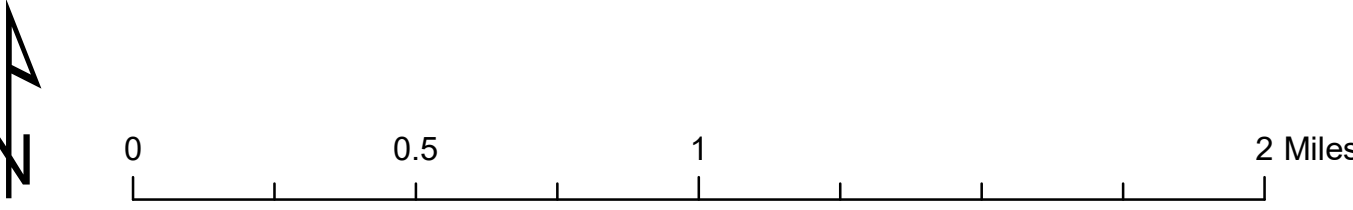
Springdale Wards Plan 3

- W1 Pop 22,075
- W2 Pop 21,417
- W3 Pop 21,891
- W4 Pop 21,949

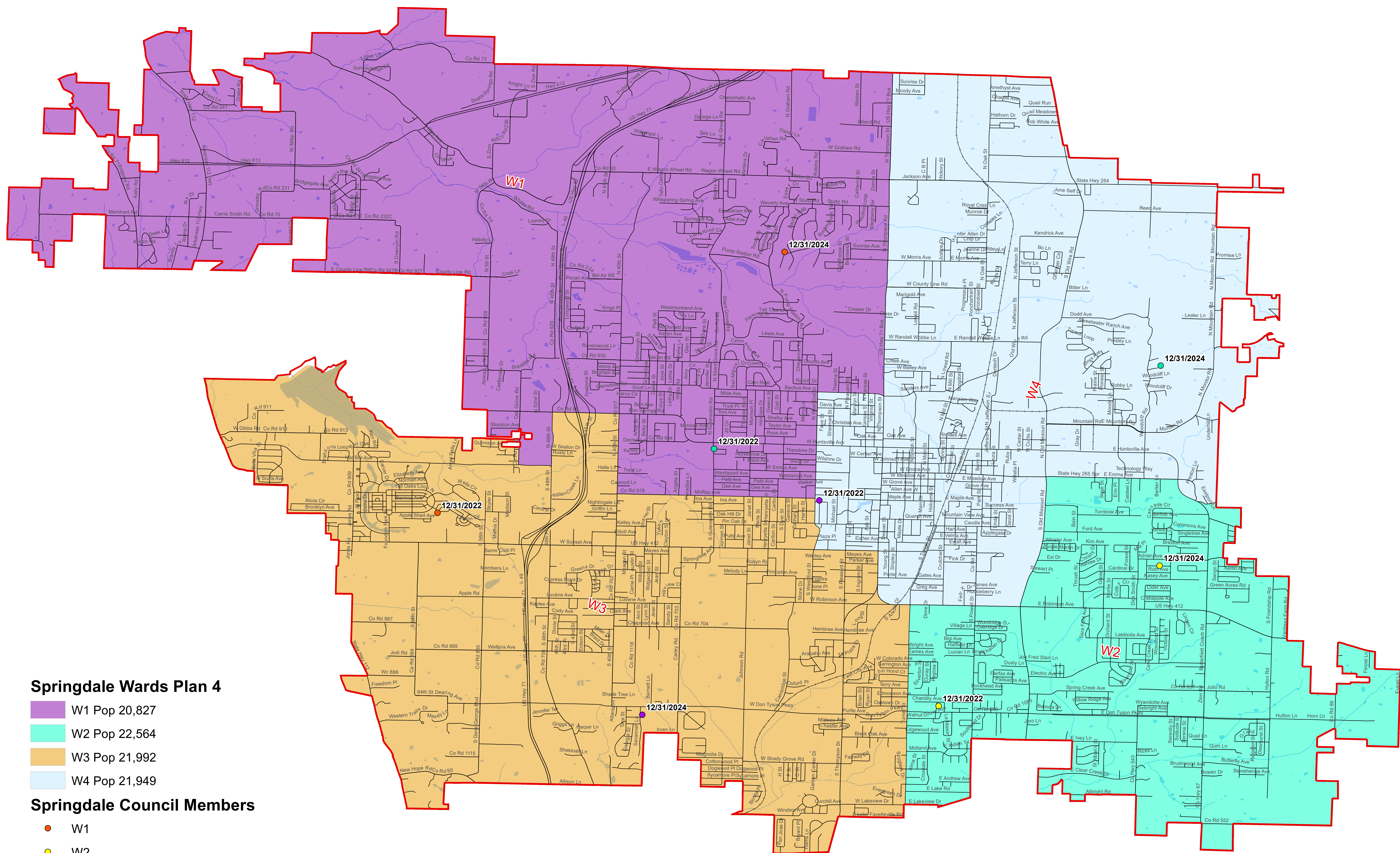
Springdale Council Members

- W1
- W2
- W3
- W4

Springdale City Boundary



SPRINGDALE CITY WARDS - PLAN 4 - 2022



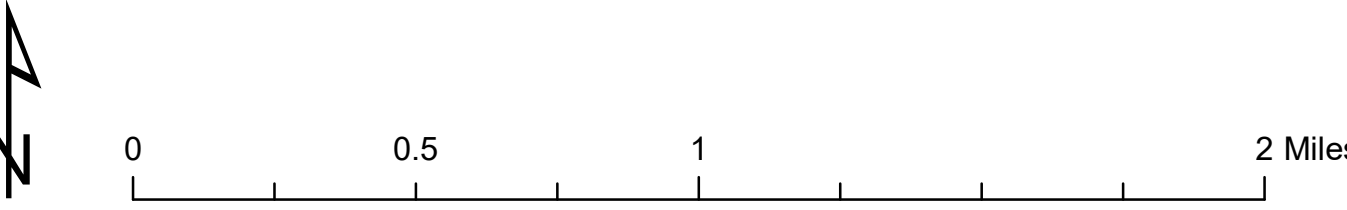
Springdale Wards Plan 4

- 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



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS TO FINANCE EXTENSIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWER FACILITIES OF THE CITY'S WATER AND SEWER SYSTEM; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Springdale, Arkansas (the "City") owns a water and sewer system (the "System") that is operated by the Springdale Water and Sewer Commission (the "Commission"); and

WHEREAS, the Commission has determined that extensions, betterments and improvements to the sewer facilities of the System (the "Improvements") are necessary in order to make the services thereof adequate for the needs of the City; and

WHEREAS, the Improvements include particularly, without limitation, the Springdale Water Utilities Wastewater Treatment Facility Phase I Improvements; and

WHEREAS, the City can obtain funds to pay all or a portion of the costs of the Improvements by the issuance of Water and Sewer Revenue Bonds, Series 2022A in the aggregate principal amount of \$_____ (the "bonds"); and

WHEREAS, the City has made arrangements for the sale of the bonds to Stephens Inc. and Crews & Associates, Inc. (collectively, the "Purchaser") at a price of \$_____ (principal amount plus net original issue premium of \$_____ and less underwriters' discount of \$_____) (the "Purchase Price"), pursuant to a Bond Purchase Agreement (the "Purchase Agreement") which has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and Bank OZK, Little Rock, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the bonds, has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated April 5, 2022, offering the bonds for sale (the "Preliminary Official Statement") has been presented to and is before this meeting; and

WHEREAS, the City has outstanding its Water and Sewer Revenue Bond, Series 2006 (the "Parity Bond"), authorized by Ordinance No. 3912, adopted on June 27, 2006 (the "Parity Bond Ordinance"); and

WHEREAS, the parity provisions of the Parity Bond Ordinance have been or will be met so that the bonds can be issued on a parity of security with the Parity Bond;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Springdale, Arkansas:

Section 1. The Improvements are hereby authorized and shall be accomplished. The Improvements shall be accomplished and shall be a part of the System. The accomplishment of the Improvements shall be under the control and supervision of, and all details in connection therewith shall be handled by, the Commission, and the Commission shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The Commission shall let all construction contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the Commission, will fully insure the completion of the Improvements in accordance with the plans and specifications therefor.

Section 2. The Preliminary Official Statement, in substantially the form submitted to this meeting, is hereby approved and the use of the Preliminary Official Statement in connection with the sale of the bonds is hereby authorized, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the bonds.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System will be more than twenty (20) years, which is longer than the term of the bonds.

Section 4. The offer of the Purchaser for the purchase of the bonds from the City at the Purchase Price is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the bonds are hereby sold to the Purchaser. The Mayor is authorized to execute and deliver the Purchase Agreement for and on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 5. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement for and on behalf of the City. The Mayor is authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 6. It is understood and agreed that the Commission, acting for and on behalf of the City, has custody of and control over the System, operates, maintains and repairs the System and collects and handles revenues of the System. Therefore, it is understood and agreed that even though there are some express references to the Commission, all references herein to the City shall, when appropriate in view of the authority and responsibility of the Commission, be construed to mean and include the Commission.

Section 7. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Arkansas Code"), Title 14, Chapter 235, Subchapter 2 of the Arkansas Code, and Title 14, Chapter 164, Subchapter 4 of the Arkansas Code and applicable decisions of the Supreme Court of the State, including particularly City of Harrison v. Braswell, 209 Ark. 1094, 194 S.W.2d 12 (1946), City of Springdale, Arkansas Water and Sewer Revenue Bonds, Series 2022A are hereby authorized and ordered issued in the aggregate principal amount of \$_____ for the purpose of financing all or a portion of the costs of the Improvements and paying expenses of issuing the bonds. The bonds shall bear interest at the rates and shall mature on September 1 in the years and in the amounts as follows:

<u>Year</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------------------------------	-------------------------	----------------------

The bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the bonds shall be numbered from 1 upward in order of issuance. Each bond shall have a CUSIP number.

The bonds shall be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten bond for each stated maturity date which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the bonds. The bonds as such shall not be

transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the bonds for use in a book-entry system, the City may establish a securities depository/ book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the bonds from the securities depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the bonds so long as the bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each bond shall be dated the date of delivery to the Purchaser. Interest on the bonds shall be payable on March 1, 2023, and semiannually thereafter on March 1 and September 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by Bank OZK, Little Rock, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date.

Each bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during

the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 9 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, maturity, interest rate and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the same without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause books to be maintained for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal corporate office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. The City shall not be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the

principal or premium, if any, or interest on any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 8. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The bonds, together with interest thereon, are secured by and are payable solely from revenues derived from the System ("Revenues"), which are hereby pledged and mortgaged for the equal and ratable payment of the bonds. The pledge of Revenues is on a parity with the pledge in favor of the Parity Bond. The term "Revenues" includes all receipts and revenues of the System, including all receipts from rates and charges, all investment earnings from revenues of the System, and all other receipts, revenues and moneys derived by, or on behalf of, the City, in any manner, from any source, from or arising in connection with the ownership or operation of the System. The bonds and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation.

Section 9. The bonds and the Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Bond)

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF WASHINGTON
CITY OF SPRINGDALE
WATER AND SEWER REVENUE BOND,
SERIES 2022A

Interest Rate: _____%
Maturity Date: September 1, _____ Dated Date: _____, 2022
Registered Owner: Cede & Co.
Principal Amount: _____ Dollars
CUSIP No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, County of Washington, State of Arkansas (the "City"), for value received, hereby promises to pay, but solely from the source as hereinafter provided and not otherwise, to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate office of Bank OZK, Little Rock, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft interest thereon, but solely from the source as hereinafter provided and not otherwise, in like coin or currency from the interest commencement date specified below at the Interest Rate per annum shown above, payable March 1, 2023 and semiannually thereafter on March 1 and September 1 of each year, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication

hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond is one of an issue of City of Springdale, Arkansas Water and Sewer Revenue Bonds, Series 2022A, aggregating _____ Thousand Dollars (\$_____) in principal amount (the "bonds"), and is issued for the purpose of financing all or a portion of the costs of extensions, betterments and improvements to the sewer facilities of the City's water and sewer system (the "System"), and paying necessary expenses incidental thereto and to the authorization and issuance of the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Code"), Title 14, Chapter 164, Subchapter 4 of the Code and Title 14, Chapter 235, Subchapter 2 of the Code and applicable decisions of the Supreme Court of Arkansas, including particularly City of Harrison v. Braswell, 209 Ark. 1094, 194 S.W.2d 12 (1946), and pursuant to Ordinance No. _____ of the City, duly adopted on April 12, 2022 (the "Authorizing Ordinance"), and do not constitute an indebtedness of the City within any constitutional or statutory limitation. The bonds are not general obligations of the City, but are special obligations payable solely from the revenues derived from the operation of the System. In this regard, the pledge in favor of the bonds is on a parity with the pledge in favor of the City's Water and Sewer Revenue Bond, Series 2006. An amount of System revenues sufficient to pay the principal of and interest on the bonds has been duly pledged and set aside into the 2022A Water and Sewer Revenue Bond Fund created by the Authorizing Ordinance. Reference is hereby made to the Authorizing Ordinance for a detailed statement of the terms and conditions upon which the bonds are issued, of the nature and extent of the security for the bonds, and the rights and obligations of the City, the Trustee and the owners of the bonds.

The bonds shall be subject to extraordinary, optional and mandatory sinking fund redemption as follows:

1. The bonds shall be redeemed from proceeds of the bonds which are not needed for the purposes intended, in whole or in part, on any interest payment date, in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine), at a price equal to the principal amount being redeemed plus accrued interest to the redemption date.

2. The bonds are subject to redemption at the option of the City from funds from any source, in whole or in part at any time, on and after September 1, 2027, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

3. To the extent not previously redeemed, the bonds maturing on September 1 in the years ____ and 2037, are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on September 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Bonds Maturing September 1, 203_		Bonds Maturing September 1, 2037	
<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>
203_ (maturity)		2037 (maturity)	

In case any outstanding bond is in a denomination greater than \$5,000, each \$5,000 of face value of such bond shall be treated as a separate bond of the denomination of \$5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or other standard means, including facsimile or electronic communication, to all registered owners of bonds to be redeemed. Failure to mail or send an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the registered owner hereof in person or by his attorney-in-fact duly authorized in writing at the principal corporate office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or

denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and premium, if any, and interest on the bonds as the same become due and payable will be sufficient in amount for that purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Authorizing Ordinance until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds designated Series 2022A in and issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____

BANK OZK
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the bonds.)

Section 10. The City has heretofore fixed water and sewer rates by Ordinances of the City. Reference is hereby made to such Ordinances fixing the rates for the details thereof and other provisions pertaining thereto, which water and sewer rates are hereby confirmed and continued.

The City covenants that the rates shall never be reduced while any of the bonds are outstanding unless there is obtained from an independent certified public accountant ("Accountant") a certificate that the Net Revenues of the System ("Net Revenues" being defined as gross Revenues less the expenses of operation and maintenance of the System, including all expense items properly attributable to the operation and maintenance of the System under generally accepted government accounting standards applicable to municipal water and sewer facilities other than depreciation, interest and amortization of deferred bond discount expenses), with the reduced rates, will always be equal to the amount required to be set aside for the Depreciation Fund and leave a balance equal to at least 110% of maximum annual principal and interest requirements on all outstanding bonds to which Revenues are pledged ("System Bonds"). The City further covenants that the rates shall, if and when necessary from time to time, be increased in such manner as will produce Net Revenues at least equal to 110% of the maximum annual principal and interest requirements on all System Bonds, to make the required deposit into the Depreciation Fund, and to otherwise comply with the provisions of this Ordinance and all ordinances authorizing System Bonds.

Section 11. The City covenants that it will continuously operate the System as a revenue-producing undertaking in compliance with all federal, state and local laws. The City further covenants that it will not sell or lease the same, or any substantial portion thereof, provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue-producing undertaking.

Section 12. The Treasurer of the City shall be statutory custodian of the Revenues. However, the Revenues shall be collected, held and disbursed by the Executive Director of the System (the "Executive Director"). Each employee of the City or the Commission handling Revenues shall give bond for the faithful discharge of his or her duties. The bonds required by the preceding sentence shall be approved by the City Council or the Commission, as appropriate. All Revenues shall be accounted for at all times separately and distinctly from other moneys of the City. All Revenues shall be used and applied only as provided herein. Except as hereinafter provided, all Revenues shall be deposited in such depository or depositories for the City as may have been heretofore designated or as may be lawfully designated from time to time by this Ordinance or by resolution of the Commission; subject, however, to the giving of security as now or as hereafter may be required by law and provided that such depository or depositories shall hold membership in the Federal Deposit Insurance Corporation ("FDIC"). Unless otherwise expressly provided herein, all payments from the funds hereinafter created shall be made by check signed by the person or persons designated by Commission.

Section 13. All Revenues shall be paid into a special fund heretofore created and designated "Water and Sewer Revenue Fund" (the "Revenue Fund"). Moneys in the Revenue Fund are hereby pledged and shall be applied to the payment of the reasonable and necessary expenses of operation and maintenance of the System, to the payment of the principal of and interest on the bonds and other System Bonds, to the maintenance of any debt service reserves at the required levels, and to the providing of an adequate depreciation fund and otherwise as described herein and in the Parity Bond Ordinance, in the order of priority hereinafter set forth.

Section 14. There shall be paid from the Revenue Fund into a fund heretofore created and designated "Water and Sewer Operation and Maintenance Fund" (the "Operation and Maintenance Fund"), on the first business day of each month, an amount sufficient to pay the reasonable and necessary monthly expenses of operation, repair and maintenance of the System for such month and from which disbursements shall be made only for those purposes. Fixed annual charges such as insurance premiums and the cost of major repair and maintenance expenses may be computed and set up on an annual basis, and one-twelfth (1/12) of the amount thereof may be paid into the Operation and Maintenance Fund each month.

If in any month for any reason there shall be a failure to transfer and pay the required amount into the Operation and Maintenance Fund, the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid therein during the next succeeding month. If in any fiscal year a surplus shall be accumulated in the Operation and Maintenance Fund over and above the amount which shall be necessary to meet the requirements thereof during the next twelve (12) months, such surplus may be transferred to the Revenue Fund.

Section 15. After making the required monthly deposits into the Operation and Maintenance Fund, there shall next be transferred and paid from the Revenue Fund, pro rata, into the bond funds (and any debt service reserves therein) being maintained in connection with the Parity Bond and any additional parity bonds (the "Parity Bond Funds") and into a special fund in

the Trustee hereby created and designated "2022A Water and Sewer Revenue Bond Fund" (the "Bond Fund") the sums in the amounts and at the times described below. The obligation to make the required monthly deposits into the Bond Fund and the Parity Bond Funds shall rank on a parity of security.

There shall be paid into the Parity Bond Funds the required monthly deposits pursuant to the Parity Bond Ordinance and each ordinance securing additional parity bonds.

There shall be paid into the Bond Fund on the first business day of each month, commencing in September 2022, until all outstanding bonds, with interest thereon, have been paid in full or provision made for such payment, a sum equal to 1/6 of the next installment of interest on the bonds plus 1/12 of the next installment of principal of the bonds.

The City shall also pay into the Bond Fund such additional sums as necessary to provide for the Trustee's fees and expenses (including reasonable legal fees) plus any arbitrage rebate due to be paid to the United States Treasury under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The City shall receive a credit against monthly deposits into the Bond Fund from all interest earnings on moneys in the Bond Fund.

If Revenues are insufficient to make the required payment on the first business day of the following month from the Revenue Fund into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund on the first business day of the next month.

If a surplus shall exist in the Bond Fund over and above the amount required for making all principal and interest payments during the next succeeding twelve month period, such surplus shall, at the option of the City, either be applied to the redemption of the bonds that may be called for redemption prior to maturity, paid to the City for deposit into the Revenue Fund or used to pay any arbitrage rebate due under Section 148(f) of the Code.

When the moneys held in the Bond Fund shall be and remain sufficient to pay the principal of and interest on all of the bonds then outstanding plus Trustee's fees and any arbitrage rebate due under Section 148(f) of the Code, the City shall not be obligated to make any further payments into the Bond Fund.

The Trustee shall withdraw from the Bond Fund on the due date for the principal and/or interest on any bond, at maturity or redemption prior to maturity, an amount equal to the amount of such bond and interest due thereon for the sole purpose of paying the same, together with the Trustee's fee and expenses. There shall also be withdrawn and paid to the United States Treasury any arbitrage rebate due at the times and in the amounts required by Section 148(f) of the Code. No withdrawal of funds from the Bond Fund shall be made for any other purpose except as otherwise authorized in this Ordinance.

The bonds shall be specifically secured by a pledge of all Revenues to be deposited into the Bond Fund. This pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall

execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 16. After making the required deposits into the Operation and Maintenance Fund, the Bond Fund and the Parity Bond Funds, there shall next be paid from the Revenue Fund into a fund heretofore created and designated "Water and Sewer Depreciation Fund" (the "Depreciation Fund"), on the first business day of each month an amount equal to 3% of the gross Revenues for the preceding month. The moneys in the Depreciation Fund shall be used solely for the purpose of paying the cost of repairs or replacements made necessary by the depreciation of the System or for the purpose of paying the costs of damage caused by unforeseen catastrophes.

If in any month for any reason there shall be a failure to transfer and pay the required amount into the Depreciation Fund, the amount of the deficiency shall be added to the amount otherwise required to be paid therein during the next succeeding month. If in any fiscal year a surplus shall be accumulated in the Depreciation Fund over and above the amount necessary to defray the costs of the probable repairs and replacements during the then fiscal year and the next ensuing fiscal year, such surplus may be transferred and paid into the Revenue Fund.

Section 17. Any moneys remaining in the Revenue Fund after making all payments required by Sections 14, 15 and 16 of this Ordinance may be used for payment of debt service on bonds secured by a pledge of Revenues subordinate to the pledge in favor of the bonds or for any lawful purpose in connection with the System.

Section 18. So long as any of the bonds are outstanding, the City shall not issue or attempt to issue any bonds claimed to be entitled to a priority of lien on Revenues over the lien securing the bonds. The City reserves the right to issue additional bonds to finance or pay the cost of constructing any future extensions, betterments or improvements to the System or to refund System Bonds, but the City shall not authorize or issue any such additional bonds ranking on a parity with the bonds unless and until there have been procured and filed with the City Clerk and the Trustee a statement by an Accountant not in the regular employ of the City or the Commission reciting, based upon necessary investigation, that (1) Net Revenues (as defined in Section 10 hereof) of the System for the fiscal year immediately preceding the fiscal year in which it is proposed to issue such additional bonds shall equal not less than 110% of the maximum annual principal and interest requirements on all of the then outstanding System Bonds and the additional bonds then proposed to be issued or (2) Net Revenues of the System for the fiscal year next succeeding the fiscal year in which it is proposed to issue such additional bonds, including net revenues to be derived from any extensions, betterments and improvements to be constructed out of the proceeds of the additional bonds then proposed to be issued, as reflected by a statement by an independent consulting engineer not in the regular employ of the City or the Commission ("Engineer"), and taking into account any rate increase effective before the issuance of the additional bonds, will equal not less than 110% of the maximum annual principal and interest requirements on all then outstanding System Bonds and the additional bonds then proposed to be issued. In making the computation set forth in (1) above, the City, and the Accountant on behalf of the City, may, based on the opinion or report of an Engineer,

treat any increase in rates for the System effective subsequent to the first day of such preceding fiscal year as having been in effect throughout such fiscal year and may include in Net Revenues for such fiscal year the amount that would have been received, based upon such opinion or report, had the increase been in effect throughout such fiscal year.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall be understood to mean System Bonds ranking on a parity of security with the bonds and not System Bonds subordinate in security to the bonds.

Section 19. The bonds shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form. The City covenants and agrees to cause to be paid into the Bond Fund sufficient funds to redeem the bonds in the amounts and on the dates set forth in the bonds. Therefore, in calculating the monthly payments to be deposited into the Bond Fund, the term "next installment of principal" shall include the principal of the bonds maturing on the next principal payment date and the principal of the bonds which will be redeemed in accordance with the mandatory sinking fund redemption provisions of the bonds on the next interest payment date scheduled for such redemption.

Section 20. The City shall cause proper books of accounts and records to be kept (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the operation of the System, and such books shall be available for inspection by the registered owner of any of the bonds at reasonable times and under reasonable circumstances. The City agrees to have these records audited by an Accountant at least once each year, and a copy of the audit shall be delivered to the Trustee and made available to the registered owners of the bonds requesting the same in writing. In the event that the City fails or refuses to make the audit, the Trustee or any registered owner of the bonds, may have the audit made, and the cost thereof shall be charged against the Operation and Maintenance Fund.

Section 21. The City covenants and agrees that it will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost. While any of the bonds are outstanding, the City agrees that to the extent comparable protection is not otherwise provided to the satisfaction of the Trustee, that it will insure and at all times keep insured, in the amount of the actual value thereof, in a responsible insurance company or companies selected by the Commission authorized and qualified under the laws of the State to assume the risk thereof, properties of the System, to the extent that such properties would be covered by insurance by private companies engaged in similar types of businesses against loss or damage thereto from fire and other perils included in extended coverage insurance in effect in the State. The insurance policies are to carry a clause making them payable to the Trustee as its interest may appear, and satisfactory evidence of said insurance shall be filed with the Trustee. In the event of loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement or repair of the System, and in such event the City will, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement and repair work. If such proceeds are more than sufficient for such purposes, the balance remaining shall be deposited to the credit of the Revenue Fund and if such proceeds shall be insufficient for such purposes the deficiency shall be supplied first from moneys in the Depreciation Fund and second from moneys in the Operation and Maintenance Fund and third

from surplus moneys in the Revenue Fund. Nothing shall be construed as requiring the City to expend any moneys for operation and maintenance of the System or for premiums on its insurance which are derived from sources other than the operation of the System, but nothing shall be construed as preventing the City from doing so.

Section 22. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) noncallable direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America ("Investment Securities") (provided that such deposit will not affect the tax exempt status of the interest on any of the bonds or cause any of the bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Investment Securities.

When all the bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses and if any arbitrage rebate due the United States Treasury has been paid or provided for to the satisfaction of the Trustee, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City. In determining the sufficiency of the deposit of Investment Securities there shall be considered the principal amount of such Investment Securities and interest to be earned thereon until the maturity of such Investment Securities.

Section 23. (a) If there be any default in the payment of the principal of or interest on any of the bonds, or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Trustee may, and upon the written request of the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State. And in the case of a default in the payment of the principal of and interest on any of the bonds, the Trustee may and upon written request of the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall apply in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the System on behalf of the City and the registered owners of the bonds with power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for the payment of the expenses of operation, maintenance and repair and to pay any bonds and interest outstanding and to apply Revenues in conformity

with the laws of the State and with this Ordinance. When all defaults in principal and interest payments have been cured, the custody and operation of the System shall revert to the City.

(b) No registered owner of any of the outstanding bonds shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any power or right unless such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the registered owners of not less than 10% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such power or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee, conditions precedent to the execution of any remedy. No one or more registered owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right thereunder except in the manner herein described. All proceedings at law or in equity shall be instituted, had and maintained in the manner herein described and for the benefit of all registered owners of the outstanding bonds.

(c) No remedy conferred upon or reserved to the Trustee or to the registered owners of the bonds is intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or by law.

(d) The Trustee may, and upon the written request of the registered owners of not less than 50% in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(e) All rights of action under this Ordinance or under any of the bonds enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the registered owners of such bonds, subject to the provisions of this Ordinance.

(f) No delay or omission of the Trustee or of any registered owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee and to the registered owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(g) In any proceeding to enforce the provisions of this Ordinance any plaintiff bondholder shall be entitled to recover from the City all costs of such proceeding, including reasonable attorneys' fees.

Section 24. (a) The terms of this Ordinance shall constitute a contract between the City and the registered owners of the bonds. No variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto, or any other change which in the opinion of the Trustee is not materially adverse to the interests of the owners of the bonds, without the consent of the owners of the outstanding bonds.

(c) The owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any bond, or (b) a reduction in the principal amount of any bond or the rate of interest thereon, or (c) the creation of a lien or pledge superior to the lien and pledge created by this Ordinance, or (d) a privilege or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 25. When the bonds have been executed, they shall be authenticated by the Trustee and the Trustee shall deliver the bonds to or at the direction of the Purchaser upon payment of the Purchase Price. The expenses of issuing the bonds as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk shall be paid from the Purchase Price. The remainder of the Purchase Price shall be remitted to the City for deposit into a special account in the name of the City established with the Trustee and designated "2022A Sewer Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be disbursed solely in payment of the costs of accomplishing the Improvements, paying necessary expenses incidental thereto and paying expenses of issuing the bonds. Disbursements shall be on the basis of requisitions which shall contain at least the following information: the person to whom payment is being made; the amount of the payment; and the purpose by general classification of the payment. Each requisition must be signed by the Executive Director or by another person designated by the Commission for such purposes. The Trustee shall keep accurate records of all payments made by requisition from the Construction Fund.

When the Improvements have been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Improvements and the financing thereof, this fact shall, if there are moneys remaining in the Construction Fund, be evidenced by a certificate signed by the Mayor and the Executive

Director, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer any remaining balance to the Bond Fund for the purpose of redeeming the bonds.

Section 26. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the bonds and Revenues will not be used directly or indirectly in such manner as to cause the bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City shall assure that (i) not in excess of 10% of the Net Proceeds of the bonds is used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the bonds during the term thereof is, under the terms of the bonds or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the Net Proceeds of the bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the bonds during the term thereof is, under the terms of the bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Improvements.

The City shall assure that not in excess of 5% of the Net Proceeds of the bonds are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this subsection (b), the following terms shall have the following meanings:

"Net Proceeds" means the face amount of the bonds, plus accrued interest and original issue premium, if any, less original issue discount, if any, less the amount of bond proceeds, if any, deposited into a debt service reserve.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

(c) The City covenants that it will take no action which would cause the bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued, a statement required by Section 149(e) of the Code.

(e) The City covenants that it will, in compliance with the requirements of Section 148(f) of the Code, pay to the United States Government in accordance with the requirements of Section 148(f) of the Code, from time to time, from moneys in the Bond Fund deposited therein for such purpose, an amount equal to the sum of (1) the excess of (A) the amount earned on all Non-purpose Investments (as therein defined) attributable to the bonds, other than investments attributable to such excess over (B) the amount which would have been earned if such Non-purpose Investments attributable to the bonds were invested at a rate equal to the Yield (as defined in the Code) on the bonds, plus (2) any income attributable to the excess described in (1), subject to the exceptions set forth in Section 148 of the Code. The City further covenants that in order to assure compliance with its covenants herein, it will employ a qualified consultant to advise the City in making the determination required to comply with this subsection.

(f) The City covenants that it will not reimburse itself from proceeds of the bonds for costs paid by the City prior to the date the bonds are issued except in compliance with U.S. Treasury Regulation §1.150-2 (the "Regulation"). This Ordinance shall constitute an "official intent" for purposes of the Regulation.

(g) The City covenants that it shall retain all records and documents pertaining to the bonds and the Improvements for the life of the bonds plus an additional three (3) years.

Section 27. The Trustee shall only be responsible for the exercise of good faith and reasonable prudence in the execution of its trust. The recitals in this Ordinance and in the face of the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the registered owners of not less than 10% in principal amount of the bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign at any time by 60 days' notice in writing to the City Clerk and to the registered owners of the bonds. The majority in value of the registered owners of the outstanding bonds or the City, so long as the City is not in default under this Ordinance at any time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee, either by resignation or by removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk. Every successor Trustee shall be a trust company or bank in good standing; duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000. The original Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trust imposed upon it or them by this

Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective registered owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. Notwithstanding the above, neither the removal of the Trustee nor the resignation by the Trustee shall be effective until a successor Trustee shall have been appointed.

Section 28. (a) Moneys held for the credit of the Bond Fund may be invested and reinvested pursuant to the direction of the City in Permitted Investments defined in (e) below or other investments as may, from time to time, be permitted by State law, all of which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the payment date for interest or principal and interest on the bonds.

(b) Moneys held for the credit of the Construction Fund may be invested and reinvested at the direction of the City in Permitted Investments as defined in (e) below or other investments as may, from time to time, be permitted by State law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(c) Moneys held for the credit of any other fund may be continuously invested and reinvested pursuant to the direction of the City in Permitted Investments as defined in (e) below or other investments as may, from time to time, be permitted by State law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys held for the credit of the particular fund will be required for purposes intended.

(d) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times to be a part of such fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) demand deposits or certificates of deposit of banks, including the Trustee, which are insured by the FDIC, or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by State law to secure public funds or (iv) money market funds, including funds managed by the Trustee, invested exclusively in Government Securities or investments described in (ii) above.

(f) All investments and reinvestments made shall be subject to the provisions of Section 148 of the Code pertaining to "arbitrage bonds," including particularly, the provisions requiring that certain investment earnings be rebated to the United States Treasury.

Section 29. In the event the office of Mayor, City Clerk, City Treasurer, City Council or Commission shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 30. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Trustee and the registered owners of the bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the registered owners of the bonds.

Section 31. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings and take such action as may be appropriate to cause the bonds to be issued and to carry out the purposes of this Ordinance.

Section 32. Notice of the adoption of this Ordinance shall be posted at Springdale City Hall, Springdale Public Library, Springdale Senior Center, Springdale Chamber of Commerce and Springdale Animal Services, being five of the most public places in the City.

Section 33. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 34. It is hereby ascertained and declared that the Improvements must be accomplished as soon as possible in order to make the System adequate for the needs of the City and its inhabitants, without which the life, health, safety and welfare thereof are jeopardized. The Improvements cannot be accomplished without the issuance of the bonds. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public peace, health and safety shall take effect and be in force from and after its passage.

PASSED: _____, 2022.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, adopted at a regular session of the City Council of the City, held at the regular meeting place of the City Council in the City at 6:00 p.m., on the 12th day of April, 2022, and that said Ordinance is of record in the City's Ordinance Record Book, now in my possession.

GIVEN under my hand and seal this _____ day of April, 2022.

City Clerk

(SEAL)

ORDINANCE NO. _____

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

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

PROPERTY OWNER:	Willard and Yolanda Shepherd
LEGAL DESCRIPTION:	A part of the Southwest quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section twelve (12), Township seventeen (17), Range thirty (30) west, more particularly described as follows:, to wit: Beginning at a point which is N 00° 02' 32" W 544.0 feet and S 89° 56' 46" E 1127.16 feet from the Southwest corner of said 40 acre tract, and running thence S 89° 56' 46" E 182.44 feet; thence N 00°02' 32" W 118.0 feet; thence N 89° 56' 46" W 182.44 feet; thence S 00° 02' 32" E 118.0 feet to the point of beginning, containing 0.49 acres, more or less
LAYMAN'S DESCRIPTION:	2608 Powell
PARCEL NO.:	815-29248-061

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$356.68 clean-up costs and \$22.58 administrative costs – 2608 Powell (815-29248-061)

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

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

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

\$379.21, plus 10% for collection – 22608 Powell (Parcel No.815-29248-061)

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

PASSED AND APPROVED this 12th day of April, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, 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
lbelvedresi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

March 14, 2022

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

Willard and Yolanda Shepherd
2608 Powell
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 2608 Powell, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-29248-061

Dear Property Owner/Lienholder:

On January 3, 2022, notice was posted on property located at 2608 Powell, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on January 24, 2022 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about February 9, 2022. As of this date, the total costs incurred by the City of Springdale to clean this property are \$356.68. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before April 12, 2022, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, April 12, 2022, at 6:00 p.m. in the Tiered Training

room at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$364.21, which includes \$356.68 for cleaning up the property and \$7.53 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Lynda Belvedresi, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. .

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

This letter is also being mailed by regular mail to Willard and Yolanda Shepherd at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

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

Ernest Cate
City Attorney

Enclosures
EC:lb

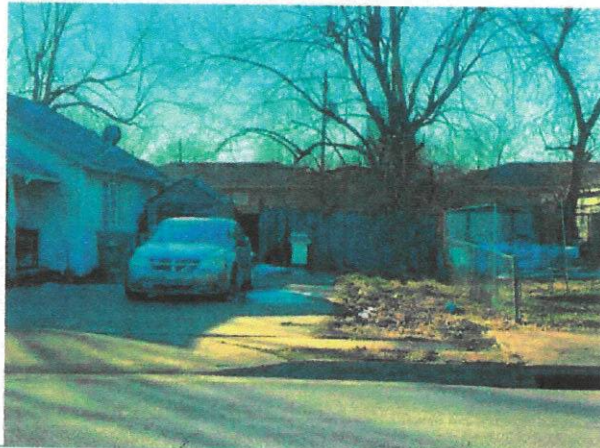
**CITY ABATEMENT-2022 - Wednesday, February 09, 2022 3:48:44 PM (RANDY-CODE 4)**

User Name RANDY-CODE 4
User # 4792634221
Form Started 2/9/2022 3:48:44 PM
Form Submitted 2/9/2022 3:53:54 PM
Property Address 2608 Powell
Before Picture Attached Data



Type of Abatement Lien
Date of Abatement Wednesday, February 09, 2022 3:48:00 PM
Officer on Site- R. Glenn
Labor Rate Recovery
Employee Jeff Powell
JP Benefit Rate \$38.36
Method of Compliance
1 Method of Compliance Junk and Trash Removal from Curb
Equipment Used
Equipment 660/652 New Bulky Waste Truck
660 New Bulky Waste Truck \$200.00
Time of Abatement in Hours 1
Number of Temporary Laborers 0
Temporary Labor Rate Recovery 0.00
Employee labor recovery per hour 38.36
Total Employee Cost 38.36
Equipment Cost per hour 200.00
Total Equipment Cost 200.00
Disposal Cost Recovery \$118.32

Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	356.68
Items Removed from Property	Indoor furniture
Final Photos	Attached Data





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

9590 9402 5688 9346 5855 42

United States
Postal Service

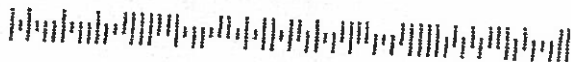
• Sender: Please print your name, address, and ZIP+4® in this box•



OFFICE OF THE
CITY ATTORNEY 206
201 NORTH SPRING STREET Blair
SPRINGDALE, ARKANSAS 72764

2608 Bwell

1-999955



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:



9590 9402 5688 9346 5855 42

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

(over \$500)

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

Domestic Return Receipt

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2022 BUDGET OF THE CITY OF
SPRINGDALE, ARKANSAS, TO FUND A TEMPORARY IMPACT
ROUTE FOR OZARK REGIONAL TRANSIT, AND AUTHORIZING
THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING.**

WHEREAS, in the early morning hours of Wednesday, March 30, 2022, a severe weather event, including thunderstorms, straight-line winds, and tornados impacted the City of Springdale, Arkansas, resulting in significant property damage, both private and public, and bodily injury;

WHEREAS, on March 30, 2022, pursuant Ark. Code Ann. §12-75-108 and Section 2-61 of the Code of Ordinances of the City of Springdale, Arkansas, the Mayor issued a Disaster Emergency Proclamation, declaring the City of Springdale, Arkansas, to be a disaster area;

WHEREAS, as part of the coordinated response to the natural disaster, Ozark Regional Transit is proposing to add a temporary impact route in order to assist those most affected by the natural disaster, said temporary impact route being shown the attached Exhibit, which is incorporated herein by reference;

WHEREAS, it is necessary to amend the 2022 Budget of the City of Springdale, Arkansas, in order to fund this temporary impact route; and

WHEREAS, the City and Ozark Regional Transit with to enter into a Memorandum of Understanding pertaining to the temporary impact route.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF
SPRINGDALE, ARKANSAS**, that the 2022 Budget of the City of Springdale, Arkansas, is hereby amended to fund an Ozark Regional Transit temporary impact route as described herein, and as shown on the attached Exhibit, for a period of up to thirty (30) days, and in an amount not to exceed \$4,000.00 per week; and the Mayor is hereby authorized to execute a Memorandum of Understanding with Ozark Regional Transit pertaining to the temporary impact route.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TEMPORARY
OPERATION OF A CARNIVAL**

WHEREAS, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct two Carnival entertainment events at the Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, put on by James Burlingame DBA Pride Amusements; and

WHEREAS, Pride Amusements carnival dates will be *Thursday, May 25th, 2022 thru Sunday, May 29th, 2022*; and *Friday, September 30th, 2022 thru Sunday, October 9th, 2022*; and

WHEREAS, the carnival's hours of operation will be Thursday, May 25st thru Sunday, May 29th, 2022, from 4:00 p.m. – Midnight and Sunday, May 30th, 2022 from noon to 8:00 p.m.; and Friday, September 30th thru Saturday, October 9th, 2022, from 4:00 p.m. – Midnight and Sunday, October 10th, 2022 from noon to 8:00 p.m., Monday, October 4th thru Saturday, October 9th, from 4:00 p.m. - Midnight; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver, Executive Director with the Rodeo of the Ozarks and James Burlingame DBA Pride Amusements is hereby authorized to conduct two carnival entertainment events in Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, *May 25th thru May 29th, 2022*, and *September 30th thru October 9th, 2022*, with the carnival opening and closing times listed above. In case of a rain out, the Mayor has the authority to reschedule this event.

PASSED AND APPROVED this 26th day of April, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT

DATE OF APPLICATION: 3/9/22

BUSINESS NAME: Podeo of the Drarks for James Burlingame

OWNER: Pride Amusement James Burlingame

BUSINESS ADDRESS: PO Box 486 Joplin MO 64802

BUSINESS PHONE: 417-529-3811 James

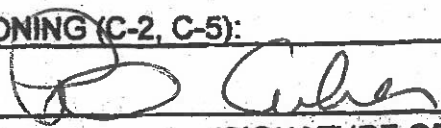
EMERGENCY PHONE: Venue - Rick Culver 479-790-7425

DATE OF EVENT(7 day maximum): May 25-29 2022

PHYSICAL LOCATION OF EVENT: Parsons Stadium 1423 E Emma Ave ^{Springdale Ark}

HOURS OF OPERATION(Limited hrs. 10 a.m. to midnight): Wed-Sat 4PM-12^{AM} ^{Sun 12PM-3PM}

ARKANSAS SALES & USE TAX NUMBER: 5438777-SLS

VERIFICATION OF ZONING (C-2, C-5):

(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

1. APPLICATION FEE OF \$100.00 COLLECTED:

2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE:(Non-profits exempt)

3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER:

*******Please complete the following inspections after Council Approval*******

DATE OF COUNCIL APPROVAL:

FIRE MARSHAL'S SIGNATURE:(Call 479-751-4510)

BUILDING OFFICIAL'S SIGNATURE:(Call 479-750-8557)

CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT

DATE OF APPLICATION:

3/9/22

BUSINESS NAME:

Roden of the Ozarks for James Burlingame

OWNER:

Ride Amusement James Burlingame

BUSINESS ADDRESS:

PO Box 486 Joplin MO 64802

BUSINESS PHONE:

417-529-3811 James

EMERGENCY PHONE:

Venue - Rick Culver 479-790-2425

DATE OF EVENT(7 day maximum):

Sept 30 - Oct 9 2022

PHYSICAL LOCATION OF EVENT:

Parsons Stadium 1423 E Emma Ave

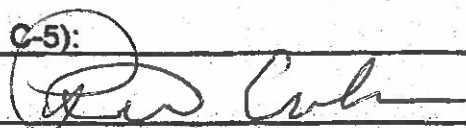
HOURS OF OPERATION(Limited hrs. 10 a.m. to midnight):

Mon-Sat 4pm-12am Sun 12-8pm

ARKANSAS SALES & USE TAX NUMBER:

54387777-SLS

VERIFICATION OF ZONING (C-2, C-5):


(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

1. APPLICATION FEE OF \$100.00 COLLECTED:

2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE:(Non-profits exempt)

3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER:

*****Please complete the following inspections after Council Approval*****

DATE OF COUNCIL APPROVAL:

FIRE MARSHAL'S SIGNATURE:(Call 479-751-4510)

BUILDING OFFICIAL'S SIGNATURE:(Call 479-750-8557)

RESOLUTION NO. _____

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

WHEREAS, John Backus and Jerilynn Backus have petitioned for the abandonment of a portion of a utility easement on Lot 32, Willow Bend Subdivision to the City of Springdale, Washington County, Arkansas, as shown on Plat Record Book 17 at Page 41, records of Washington County, Arkansas, and being more particularly described as follows:

A part of an existing easement as depicted on Lot 32, Willow Bend Subdivision as recorded at Book 17 Page 41, Washington County, Arkansas and more particularly described as follows: Commencing at a found five-eighths inch rebar accepted as the Southeast Corner of Lot 32, Willow Bend Subdivision: thence South 76°16'29" West along the south line of Lot 32, a distance of 133.60 feet; thence departing said south line, North 00°20'26" East a distance of 5.15 feet to the Point of Beginning; thence North 00°20'26" East a distance of 101.52 feet; thence North 45°32'18" East a distance of 4.16 feet; thence North 37°56'44" East a distance of 12.14 feet; thence North 20°55'01" East a distance of 28.02 feet; thence South 59°40'44" East a distance of 0.64 feet to an existing utility easement as shown on the record plat of Willow Bend Subdivision; thence South 00°13'41" West a distance of 134.71 feet; thence South 76°16'29" West a distance of 21.68 feet to the Point of Beginning.

Tax Parcel No.: 815-35259-000

Address: 2310 Willow Bend Circle

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that May 10, 2022, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2022.

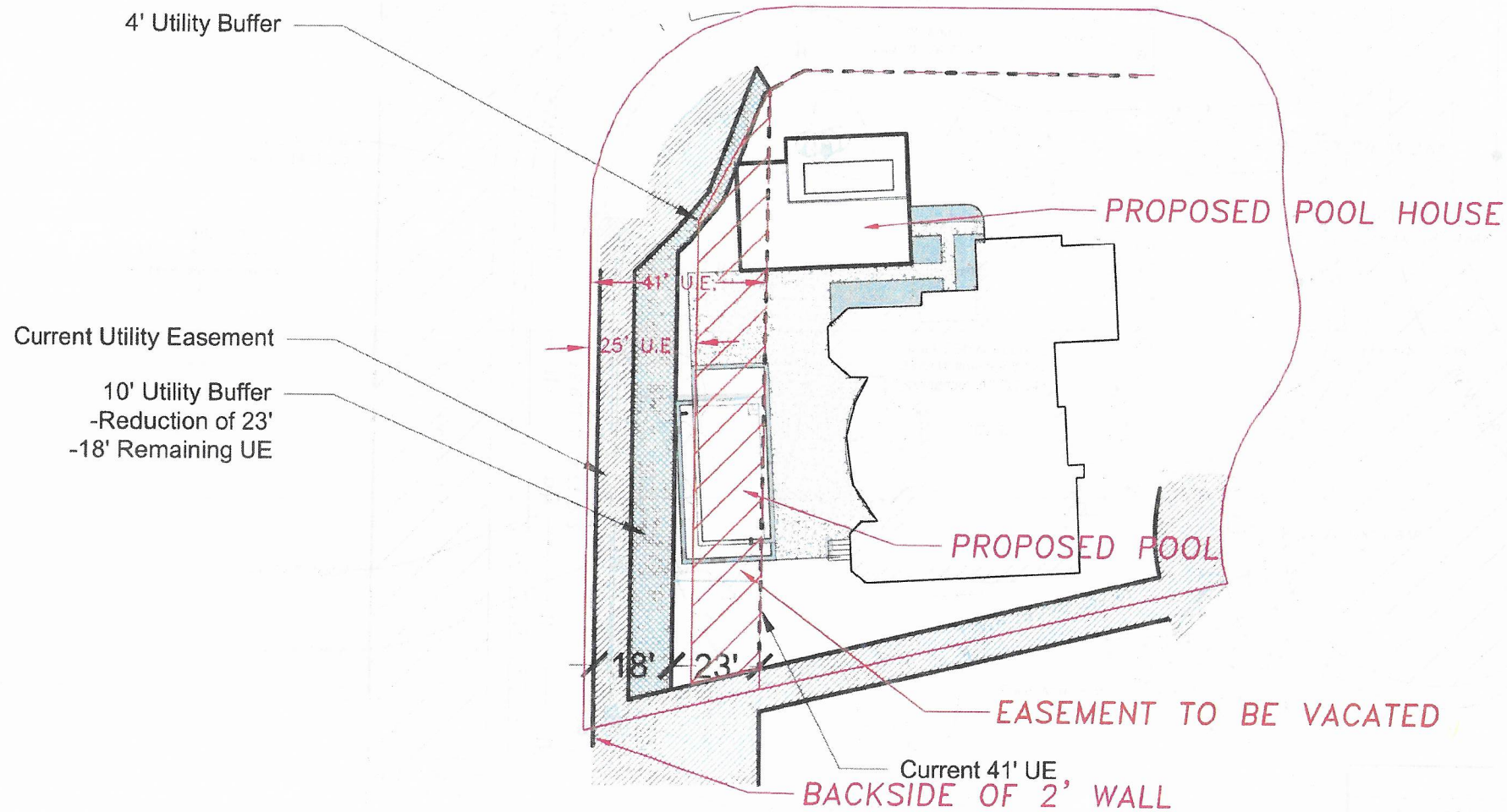
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



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

The City Council of the City of Springdale met in regular session on Tuesday, March 29, 2022, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Jim Vaughan	Assistant Fire Chief
Frank Gamble	Police Chief
Ron Findley	Neighborhood Services
Mike Chamlee	Buildings Director
Wyman Morgan	Director of Financial Servs.
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Engineering Director
James Smith	Public Works Director
Colby Fulfer	Chief of Staff
Mark Gutte	IT Director

COUNCIL COMMENTS

Paul Colvin introduced himself to Council. He is running for Arkansas State Senate District 31.

APPROVAL OF MINUTES

Council Member Williams moved the minutes of the March 8, 2022 City Council meeting be approved as presented. Council Member Harriman made the second.

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

RECOGNITION OF WYMAN MORGAN

Wyman Morgan, Director of Finance and Administration, was recognized for his 21 years of service with the City of Springdale. He is retiring March 31, 2022.

WASTE MANAGEMENT REPORT

George Wheatley, Senior Manager, gave a presentation on Waste Management. He will be retiring and Jamie Vernon will become the Public Sector Area Representative.

Mr. Vernon said they would like to come back quarterly and give reports on the services being provided by Waste Management and answer any questions the city might have.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Harriman made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly

read on three (3) different days for all items listed on this agenda. Council Member Williams made the second.

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

RESOLUTION NO.23-22 – MAKING AN APPOINTMENT TO THE CIVIL SERVICE COMMISSION

Mayor Sprouse announced that there are three applicants for the open position on the Civil Service Commission left by the resignation of David Chapman.

Council Member Amelia Williams asked that each candidate be given the opportunity to introduce themselves and tell why they want to be considered for this position. After that, she would like to go into Executive Session to discuss the appointment.

The three candidates were: Laura Eppes, Chris Hussein and Greg Tuck.

After their introductions, Council Member Williams made the motion to go into Executive Session at 6:58 p.m. to discuss the appointment to Civil Service Commission. Council Member Powell made the second.

The vote:

Yes: Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

Mayor Sprouse called the City Council meeting back to order at 7:17 p.m.

Council Member Powell made the motion to approve the following Resolution appointing Greg Tuck to the Civil Service Commission. Council Member Harriman made the second.

RESOLUTION NO. ____

A RESOLUTION MAKING AN APPOINTMENT TO THE SPRINGDALE CIVIL SERVICE COMMISSION.

WHEREAS, Dave Chapman currently serves on the Springdale Civil Service Commission with a term set to expire on April 1, 2022; and

WHEREAS, Dave Chapman has decided to not seek reappointment on the Civil Service Commission once his term expires on April 1, 2022;

WHEREAS, several people have expressed an interest in serving on this Commission;

WHEREAS, the City Council for the City of Springdale finds that Greg Tuck should be appointed to the Springdale Civil Service Commission for a six year term from April 1, 2022, to April 1, 2028;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Greg Tuck is hereby appointed to the Springdale Civil Service Commission for a six year term running from April 1, 2022, to April 1, 2028.

PASSED AND APPROVED this ____ day of March, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Resolution was numbered 23-22.

ORDINANCE NO. 5688 – REZONING 46.5 ACRES OWNED BY LANDMARC CUSTOM HOMES, LLC, LOCATED ALONG WEST SIDE OF S. DOWNUM ROAD, ALONG NORTH SIDE OF W. COUNTY LINE ROAD, FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT REVISED (PUD); AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 46.5 acres owned by Landmarc Custom Homes LLC, (Cottages at the Park) located along west side of S. Downum Road, along north side of W. County Line Road, from Planned Unit Development (PUD) to Planned Unit Development Revised (PUD).

Planning Commission recommended approval at their March 1, 2020 meeting.

This second amendment proposed for Phase III will reduce the depth of the lots so that additional right-of-way for the west County Line Road extension can be completed on this piece of property. The property to the south of this is not in the city limits of Springdale and the design of the road will shift to the north.

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

The Ordinance was numbered 5688.

ORDINANCE NO. 5689 - REZONING 15.6 ACRES OWNED BY RICHARD C. HIND; DEBBIE TOWNSLEY; JANET MOORE, TIM MOORE, TRUSTEE OF THE TIM AND CONNIE MOORE REVOCABLE TRUST LOCATED AT 1550 GENE GEORGE BLVD., FROM A-1 TO MF-24; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 15.6 acres owned by Richard C. Hind; Debbie Townsley; Janet Moore, Tim Moore, Trustee of the Tim and Connie Moore Revocable Trust located at 1550 Gene George Blvd; from A-1 to MF-24.

This property is located in the overlay district and will be required to meet the overlay district standards as well as the multi-family design standards as the project is developed.

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse

No: None

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5689.

ORDINANCE NO. 5690 – REZONING 1.62 ACRES OWNED BY ISAAC ROLDAN AND GRISELDA ROLDAN LOCATED AT 1015 E. APPLE BLOSSOM AVENUE, FROM SF-1 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 1.62 acres owned by Isaac Roldan and Griselda Roldan located at 1015 E. Apple Blossom Avenue, from SF-1 to C-2; and declaring an emergency.

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams

No: None

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

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5690.

ORDINANCE NO. 5691 – REZONING 15 ACRES OWNED BY NWA LD, LLC LOCATED NORTH OF 3018 E. HIGHWAY 412, FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT REVISED (PUD) AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 15 acres owned by NWA LD, LLC, located north of 3018 E. Highway 412, from Planned Unit Development (PUD) to Planned Unit Development Revised (PUD).

This is a revision to the Barberry Court PUD approved in June 2021. It was approved for the development of 85 residential lots, density of 5.6 units per acre with two access points onto Robinson Avenue and the distance between the two access points did not meet the fire code standards so they are required to sprinkle all the units. The amendment will add a Phase II with another access point putting both properties together which would address the requirement for sprinkling. This revision is contingent on Phase II being approved which is in the next proposed ordinance.

Mrs. Christie presented the development plan and covenants for the PUD. (Attached to Ordinance on file)

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

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

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5691.

ORDINANCE NO. 5692 – REZONING 9.07 ACRES OWNED BY HUDDLE CLUB VENTURES, LLC LOCATED BEHIND 3178 E. ROBINSON, FROM MF-12 TO PLANNED UNIT DEVELOPMENT (PUD) AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 9.07 acres owned by Huddle Club Ventures, LLC, located behind 3178 E. Robinson, from MF-12 to Planned Unit Development (PUD) and declaring an emergency.

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

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

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5692.

ORDINANCE NO. 5693 – REZONING 4.26 ACRES OWNED BY JOSE AND MARIA BALLESTEROS LOCATED AT 7660 W. GIBBS ROAD, FROM A-1 TO SF-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 4.26 acres owned by Jose and Maria Ballesteros located at 7660 W. Gibbs Road, from A-1 to SF-2.

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

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

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Ordinance was numbered 5693.

ORDINANCE NO. 5694 – REZONING 6.46 ACRES OWNED BY LIGHTHOUSE BAPTIST CHURCH LOCATED AT 8564 AND 8572 E. WAGON WHEEL ROAD, FROM A-1 TO P-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 6.46 acres owned by Lighthouse Baptist Church located at 8564 and 8572 E. Wagon Wheel Road, from A-1 to P-1.

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse

No: None

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5694.

ORDINANCE NO. 5695 – REZONING 2.25 ACRES OWNED BY 3265 N. THOMPSON, LLC, LOCATED AT 3265 N. THOMPSON, FROM C-6 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 2.25 acres owned by 3265 N. Thompson, LLC, located at 3265 N. Thompson, from C-6 to C-5.

Planning Commission recommended approval at their March 1, 2020 meeting.

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

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams

No: None

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

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5695.

RESOLUTION NO. 24-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO COTTAGES AT THE PARK IN CONNECTION WITH PP21-17, A PRELIMINARY PLAT

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Cottages at the Park in connection with PP21-17, a Preliminary Plat. The owners (Landmarc Custom Homes LLC) are providing adequate right-of-way to allow the street to be constructed entirely within the city limits of Springdale.

Council Member Harriman moved the Resolution be adopted with Option 1. Council Member Powell made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO COTTAGES IN THE PARK IN CONNECTION WITH PP21-17 A PRELIMINARY PLAT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with PP21-17 a Preliminary Plat for Cottages in the Park and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with PP21-17 a Preliminary Plat for Cottages in the Park

PASSED AND APPROVED THIS _____ DAY OF MARCH, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson Overton

No: None

The Resolution was numbered 24-22.

PUBLIC MEETINGS – DOWNTOWN MASTER PLAN

Planning Director Patsy Christie announced there will be two public meetings held this week on March 30th at the old ACO Building and March 31st at the Jones Center from 6:30-8:30 p.m. each day. This is to discuss the Downtown Master Plan.

RESOLUTION NO. 25-22 – TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE OF A STAFF VEHICLE FOR THE FIRE DEPARTMENT

Council Member Brian Powell presented a Resolution to waive competitive bidding for the purchase of a staff vehicle for the Fire Department from Superior Automotive Group for an amount not to exceed \$51,720.46.

RESOLUTION NO. ____

**A RESOLUTION TO WAIVE COMPETITIVE BIDDING FOR THE
PURCHASE OF A STAFF VEHICLE FOR THE FIRE
DEPARTMENT**

WHEREAS, the Springdale Fire Department desires to purchase a staff vehicle to replace an older vehicle, and

WHEREAS, funds to purchase this vehicle were included in the 2022 budget, and

WHEREAS, vehicles are hard to obtain at the present time, with long delivery times and the Fire Department staff could not locate a suitable vehicle on state contract or a cooperative purchasing program the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council finds that due to the specific needs of the Fire Department, it is not feasible or practical to use competitive bidding and competitive bidding on the acquisition of a staff vehicle, purchased from Superior Automotive Group, are here by waived for an amount not to exceed \$51,720.46.

PASSED AND APPROVED this ____day of March, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

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

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson Overton, Lawson

No: None

The Resolution was numbered 24-22.

ORDINANCE NO. 5696 – AMENDING ORDINANCE NO. 4973, WHICH REZONED
PROPERTY OWNED BY KENNETH AND ROSALIE DUNK FROM A-1 TO C-2;
AND DECLARING AN EMERGENCY

Council Member Mike Overton presented an Ordinance amending Ordinance No. 4973, passed on October 27, 2015, which rezoned property owned by Kenneth and Rosalie Dunk located at 3448 Wagon Wheel Road, from A-1 to C-2.

Ordinance No. 4973 contained a scrivener's error by including in the legal description property not intended to be included in the rezoning ordinance. The amendment clarifies which property was subject to the rezoning from A-1 to C-2, containing 5.04 acres located at the Northeast corner of Wagon Wheel Road and Wildwood Lane.

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

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

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Ordinance was numbered 5696.

NEW STAFF ATTORNEY

City Attorney Ernest Cate announced that he has hired Garrett Harlan as a new Deputy City Attorney.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 8:05 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer