APPLICATION FOR COMMERCIAL PERMIT

<table>
<thead>
<tr>
<th>Permit #</th>
<th>D #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s Name:</td>
<td>Date:</td>
</tr>
<tr>
<td>Owners Name:</td>
<td>Address:</td>
</tr>
<tr>
<td>Project address:</td>
<td>Jurisdiction:</td>
</tr>
<tr>
<td>Existing use:</td>
<td>Proposed Use:</td>
</tr>
<tr>
<td>Contains Food and Lodging?</td>
<td>Contains Multiple Tenants?</td>
</tr>
<tr>
<td>Protected?</td>
<td>Sprinkled?</td>
</tr>
<tr>
<td>Square Ftg:</td>
<td>Number of stories:</td>
</tr>
<tr>
<td>Flood Certification Required/ Exemption:</td>
<td>Lowest Finished Floor</td>
</tr>
</tbody>
</table>

| General Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: | Fax: |
| Primary contact: | Phone #: |

| Electrical Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: |
| Primary contact: | Phone #: |

| Heating Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: |
| Primary contact: | Phone #: |

| Plumbing Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: |
| Primary contact: | Phone #: |

| Sprinkler Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: |
| Primary contact: | Phone #: |

| Landscaping Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: |
| Primary contact: | Phone #: |

| Fencing Contractor: | License #: |
| Street Address: | City/State: | Zip: |
| E-mail address: | Phone #: |
| Primary contact: | Phone #: |
Enter cost and fees below.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contract Cost</th>
<th>Fee**</th>
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<th>Contract Cost</th>
<th>Fee**</th>
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<tbody>
<tr>
<td>Building*</td>
<td></td>
<td></td>
<td>Landscaping</td>
<td></td>
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<tr>
<td>HVAC/R</td>
<td></td>
<td></td>
<td>Propane Tank</td>
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<tr>
<td>Plans Review</td>
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<td></td>
<td>Signs</td>
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<tr>
<td>Utility</td>
<td></td>
<td></td>
<td>Fences</td>
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<tr>
<td>Sprinkler</td>
<td></td>
<td></td>
<td>Totals</td>
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</tr>
</tbody>
</table>

* Building Cost = Total cost of project, Electrical, and Plumbing include in this fee.
** Areas for office use only

**Fee Schedule:**

Plan Review Fee: $100.00 up to 2000 sq ft. plus $.02 for each additional sq. ft. over 2000 sq ft.
Basic Permit Fee: $240.00 up to 1000 sq ft. plus $.0625 for each additional sq. ft. over 1000 sq ft.
HVAC/R Fee: $80.00 plus $.0625 over 1000 sq ft.
Electrical Fee: $80.00 plus $.0625 over 1000 sq ft.
Plumbing: $80.00 plus $.0625 over 1000 sq ft.
Sign Fee: $40.00
Landscaping Fee: $80.00
Propane Tank Fee: $40.00
Sprinkler Fee: $80.00
Fencing Fee: $40.00

**Utility Fees:**

Public Works Fee: $1,500.00
Water Meter Deposit: $50.00
Electric Fee (if required): $630.00
Holding Tank (Estimated): $4,000.00
Total: $6,180.00

Water Fee: (If POA installed) $420.00
Sewer Fee: (If POA installed) $470.00
$890.00

Lot _____ Block _____ Subdivision _____

Acres:
NOTICE:

Estimated costs of the holding tank, plumbing and water are based on estimates of current materials and installation costs. A final invoice for additional charges owed or a check for a refund will be made payable to ____________________________ for the actual cost of the holding tank.

Applicants should fully understand that depending upon the lot, building location, and other physical conditions, the actual costs of holding tank may be considerably more than the estimated costs.

Property Owner’s Signature ________________________ Date ____________

This permit is valid for one year from date of issuance. Commercial buildings that exceed the designated one year, will be charged a re-filing fee of $400.00

1. All open burning is prohibited without the written permission of the Director, Department of Public Safety, Fire Chief, the Fire Marshal, or the designee of the Director, Department of Public Safety

2. Burn barrels at construction sites are prohibited on job sites between April 1 and October 31. Warming barrels will be permitted on job sites between November 1 and March 31.

3. Warming barrels are to be used to keep workmen warm, not to get rid of building debris. Only untreated wood products are to be burned in warming barrels. No roofing material, vinyl, PVC, carpet, paper, or other synthetic product is to be burned.

4. Warming barrels must be kept at least 25 feet away from any structure.

5. No fire is to be left unattended, or left burning after workmen leave the site.

6. Any Fire Department response caused by a violation of this policy will subject the person, or person(s), responsible to a service fee as established by the Board of Directors.

I agree to follow these procedures and application as stated by signing below.

General Contractor: ____________________________ Date ____________

Witness ______________________ Date ____________

Witness ______________________ Date ____________
Notice: The Average Approve time is a minimum of 60 days

For Office Use Only – Do not Complete  **

Conditions of Land Use: __________________________________________________________

Conditions of Permit: __________________________________________________________

P&I Approval ______________________ Date: __________

ACC Approval ______________________ Date: __________

Public Works Approval ______________ Date: __________

Accounting Approval _______________ Date: __________

Fire Marshal Approval ______________ Date: __________

Disclaimer:

No warranty is made or implied to any individual property owner that the actions of the ACC/ POA in the approval process to obtain a HSV Building Permit is intended as a tacit approval of the quality, safety, desirability or suitability of such design or construction.

B.O.D. 11-14-12
Commercial Development Procedures for Hot Springs Village
Preliminary Permit review by ACC for Commercial Development Conception

Applicant must first submit a preliminary package with the following information:

Proposed Plot Plan:
1. Utility- Location of power lines, telephone lines, sanitary sewer lines, drainage, and cable.
2. Property lines, road setbacks, building setback lines, and utility easements
3. Proposed surface water drainage, on-site or off-site, with measures to control storm water.
4. Indicate existing topographic contours and proposed grading plan.
5. Show all buildings, sign locations, fences, propane tanks, lift stations, sidewalks, patios, any concrete at grade level, raised planters, and A/C units
6. Elevations of the proposed building, indicating the size, configuration, building materials and exterior design.

Schematic Site Development Plan
1. Five copies of plans using scale of 1/20” = 1’, one set of plans that are ¼” size for inspector, and full set plans on CD or DVD on PDF format.
2. Site ingress and egress for adjacent street.
3. Onsite parking plan with lighting, handicap parking spaces, handicap ramps, and proposed green spaces.
4. Indicate location and configuration of all buildings and site amenities.
5. Denote total floor area, number of stories and height of building.
6. Type of occupation and number of persons.

Schematic Landscaping Plan
1. Indicate the locations of all proposed trees, shrubs, planting areas, and grass lawns.
2. Indicate on the drawings all areas with underground irrigation systems, valves, and RPZs.

Standard Zoning and Parking Requirements
These spaces are minimum requirements. Handicap Requirements must be added.
Business (1) Space per 250 sq.ft.; plus (1) Delivery space
Food and Drink Establishments (1) Space per 3 Fixed seating; plus (1) per each 45 sq.ft. of seating area with non fixed seating; plus (1) Delivery space
Drive Through (1) Space per 60 sq.ft.; plus (1) Delivery space
Funeral Homes (1) space per each 3 fixed seats; plus (1) space per each 3 occupants in assembly areas with non fixed seating
Bars (1) Space per each 3 occupants; plus (1) Delivery space
Personal Service (1) Space per 250 sq.ft.; plus (1) Delivery space
Retail (1) space per 250 sq.ft.; plus (1) Delivery space
Churches and Assemblies (1) Space per each 3 occupants

CHECK LIST - COMMERCIAL PERMIT APPLICATION

1. Architect’s or Engineer’s stamp & signature registered by the State of Arkansas.
   Two sets of plans and specifications which will include foundation, floor plan, four elevations (front, rear, left and right) plumbing, electrical, heating & air and fire systems.
2. Public Works approval.
3. Accounting Department approval.
4. Copy of recorded plat.
5. Copy of the recorded deed.
6. Copy of the recorded Supplemental Declaration of Covenants & Restrictions.
7. Certified plot survey.
8. Two (2) plot plans (scale 1 inch = 20 feet). The following shall be on all Plot Plans submitted.
a. Corner pins and three set stakes shown with location dimensioned and measured from a different property line, i.e., left, right, front and/or rear and locate 3 different corners of the building.

b. Building Setback and Easement Lines.

c. Building location within the lot with proposed floor elevations.

d. Location of A/C pad, patio, sidewalks, any concrete at grade level.

e. Grading plans with existing and proposed contours at 2 foot intervals.

f. Status of adjacent lots (vacant or with structure and show the location of the structure).

g. Drainage easements and direction of flow must be shown and identified.

h. Encroachments (Surveyor’s certification must state whether or not there are encroachments).

i. Public Works will size culvert.

j. Landscaping plan.

k. Parking plan.

l. Sign location on plot plan.

m. Fence location on plot plan.

9. State approval of the plumbing plans.

10. Worker’s Compensation Policy & General Liability.


13. Final As-Built Survey required before final inspection.

14. The project must be approved by the P.O.A. Fire Chief or Designee.

15. Signed Fire Policy.

16. Load Calculation for HVAC/R

POA Staff will review the financials, recorded plat, recorded deed(s), recorded supplemental declaration of the covenants & restrictions, drawings, plans, specifications, ingress, egress, utilities, fire codes, and all other engineering drawings prior to forwarding to ACC for approval of site plan and concept, then forward to the Board of Directors for approval, the proposed commercial development. The Board of Directors and developer will agree and sign a Development Agreement that would be forwarded to the Board of Directors of the POA for approval. Once approved by the Board of Directors, the application will be forwarded to ACC for permit application approval and issued.

Disclaimer:

No warranty is made or implied to any individual property owner that the actions of the ACC/POA in the approval process to obtain a HSV Building Permit is intended as a tacit approval of the quality, safety, desirability or suitability of such design or construction.

B.O.D. 11-14-12
**Name of Project:** ____________________________________________________________

**Address:** _________________________________________________________________

**Proposed Use:** ____________________________________________________________

**Owner or Authorized Agent:** ________________________________________________ Phone ______________________________

**Owned By:**

- City/County
- Private
- State

**Code Enforcement Jurisdiction:**

- City
- County

---

**LEAD DESIGN PROFESSIONAL:** __________________________________________________

<table>
<thead>
<tr>
<th>DESIGNER</th>
<th>FIRM</th>
<th>NAME</th>
<th>LICENSE #</th>
<th>TELEPHONE #</th>
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<tbody>
<tr>
<td>Architectural</td>
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<td>Civil</td>
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<td>Fire Alarm</td>
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<td>Plumbing</td>
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<tr>
<td>Mechanical</td>
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<tr>
<td>Sprinkler-Standpipe</td>
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<tr>
<td>Structural</td>
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<tr>
<td>Retaining Walls &gt;5’ High</td>
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<tr>
<td>Other</td>
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</tr>
</tbody>
</table>

**YEAR EDITION OF CODE:**

- [ ] New Construction
- [ ] Renovation (Existing Bldg)
- [ ] Alteration

---

**BUILDING DATA**

**Construction Type:**

- [ ] I-A
- [ ] I-B
- [ ] II-A
- [ ] II-B
- [ ] III-A
- [ ] III-B
- [ ] IV
- [ ] V-A
- [ ] V-B

**Mixed construction:**

- [ ] No
- [ ] Yes

**Sprinklers:**

- [ ] No
- [ ] Yes

- [ ] NFPA 13
- [ ] NFPA 13R
- [ ] NFPA 13D

**Standpipes:**

- [ ] No
- [ ] Yes

**Class:**

- [ ] I
- [ ] II
- [ ] III
- [ ] Wet
- [ ] Dry

**Fire District:**

- [ ] No
- [ ] Yes

**Building Height:**

- [ ] _____ Feet
- [ ] _____ Number of Stories

- [ ] Unlimited per

**Mezzanine:**

- [ ] No
- [ ] Yes

**High Rise:**

- [ ] No
- [ ] Yes

**Central Reference Sheet # (if provided):** ______________________________

**Gross Building Area:**

<table>
<thead>
<tr>
<th>FLOOR</th>
<th>EXISTING (SQ FT)</th>
<th>NEW (SQ FT)</th>
<th>SUB-TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th</td>
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<tr>
<td>4th</td>
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</tr>
</tbody>
</table>

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ALLOWABLE AREA

Primary Occupancy:

- Assembly
- Business
- High-Hazard
- Institutional
- Mercantile
- Storage
- Utility and Miscellaneous
- Parking Garage

Secondary Occupancy:

Special Occupancy:

Mixed Occupancy:

Non-Separated Mixed Occupancy (303.1 Exception)

Separated Mixed Occupancy (303.1/303.2) - See below for area calculations

For each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

\[
\frac{\text{Actual Area of Occupancy } A}{\text{Allowable Area of Occupancy } A} + \frac{\text{Actual Area of Occupancy } B}{\text{Allowable Area of Occupancy } B} \leq 1
\]

1 Open space area increases from Section 506.2 are computed thus:

a. Perimeter which fronts a public way or open space having 20 feet minimum width = _______ (F)
b. Total Building Perimeter = _______ (P)
c. Ratio (F/P) = _______ (F/P)
d. W = Minimum width of public way = _______ (W)
e. Percent of frontage increase \( I_F = 100 \left[ \frac{F}{P} - 0.25 \right] \times \frac{W}{30} = _______ \) (%)

2 The sprinkler increase per Section 506.3 is as follows:

a. Multi-story building \( I_s = 200 \) percent
b. Single story building \( I_s = 300 \) percent

3 Unlimited area applicable under conditions of Sections Group B, F, M, S, A-4 (507.1, 507.2, 507.3, 507.5);
Group A motion picture (507.8); Malls (402.6); and H-2 aircraft paint hangers (507.6).

4 Maximum Building Area = total number of stories in the building x E but not greater than 3 x E.

5 The maximum area of parking garages must comply with 406.3.5. The maximum area of air traffic control towers must comply with 412.1.2.

### ALLOWABLE HEIGHT

<table>
<thead>
<tr>
<th>BUILDING ELEMENT</th>
<th>FIRE SEPARATION DISTANCE (FEET)</th>
<th>RATING REQ'D</th>
<th>PROVIDE (W/)</th>
<th>DETAIL # AND SHEET #</th>
<th>DESIGN # FOR RATED ASSEMBLY</th>
<th>DESIGN # FOR RATED PENETRATION</th>
<th>DESIGN # FOR RATED JOINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural frame, including columns, girders, trusses</td>
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<td>West</td>
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<td>Interior</td>
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<td>Floor construction</td>
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<td>Including supporting beams and joists</td>
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<td>Including supporting beams and joists</td>
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</tbody>
</table>

* Indicate section number permitting reduction
LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting:  □ No □ Yes
Exit Signs:  □ No □ Yes
Fire Alarm:  □ No □ Yes
Smoke Detection Systems:  □ No □ Yes
Panic Hardware:  □ No □ Yes

EXIT REQUIREMENTS

NUMBER AND ARRANGEMENT OF EXITS

<table>
<thead>
<tr>
<th>FLOOR, ROOM OR SPACE DESIGNATION</th>
<th>MINIMUM² NUMBER OF EXITS</th>
<th>TRAVEL DISTANCE</th>
<th>ARRANGEMENT MEANS OF EGRESS¹,³ (SECTION 1004.1)</th>
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</thead>
<tbody>
<tr>
<td>REQUIRED</td>
<td>SHOWN ON PLANS</td>
<td>ALLOWABLE TRAVEL DISTANCE (TABLE 1004.2.4)</td>
<td>REQUIRED DISTANCE BETWEEN EXIT DOORS</td>
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<tr>
<td>REQUIRED</td>
<td>SHOWN ON PLANS</td>
<td>ACTUAL TRAVEL DISTANCE SHOWN ON PLANS</td>
<td>ACTUAL DISTANCE SHOWN ON PLANS</td>
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</tbody>
</table>

¹ Corridor dead ends (Section 1004.3.2.3)
² Single exits (Table 1005.2.2)
³ Common Path of Travel (Section 1004.2.5)

EXIT WIDTH

<table>
<thead>
<tr>
<th>USE GROUP OR SPACE DESCRIPTION</th>
<th>(a) AREA¹ sq. ft.</th>
<th>(b) AREA¹ PER OCCUPANT (TABLE 1003.2.2.2)</th>
<th>(c) EGRESS WIDTH PER OCCUPANT (TABLE 1003.2.3)</th>
<th>REQUIRED WIDTH (SECTION 1003.2.3) (a+b) x c</th>
<th>ACTUAL WIDTH SHOWN ON PLANS</th>
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</thead>
<tbody>
<tr>
<td>STAIR LEVEL</td>
<td>STAIR LEVEL</td>
<td>STAIR LEVEL</td>
<td>STAIR LEVEL</td>
<td>ACTUAL WIDTH SHOWN ON PLANS</td>
<td></td>
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</tbody>
</table>

¹ See Table 1003.2.2.2 to determine whether net or gross area is applicable.
² See definition "Area, Gross" and "Area, Net" (Section 1002)
³ The sprinkler increase per Section 506.3 is as follows:
  c. Multi-story building Iₙ = 200 percent
  d. Single story building Iₙ = 300 percent
⁴ Minimum stairway width (Section 1003.3.3); min. corridor width (Section 1004.3.2.2); min. door width (Section 1003.3.1)
⁵ Minimum width of exit passageway (Section 1005.3.3)
⁶ The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1003.2.3)
⁷ Assembly occupancies (Section 1008)
STRUCTURAL DESIGN

DESIGN LOADS:

Importance Factors:
- Wind \((I_W)\) _________
- Snow \((I_S)\) _________
- Seismic \((I_E)\) _________

Live Loads:
- Roof _________ psf
- Mezzanine _________ psf
- Floor _________ psf

Snow Load: _________ psf

Wind Load:
- Basic Wind Speed _________ mph (ASCE-7-98)
- Exposure Category _________
- Wind Base Shears (for MWFRS) \(V_x = \) _______ \(V_y = \) _______

SEISMIC DESIGN CATEGORY A
Compliance with Section 1616.4 only?  
☐ Yes  ☐ No

SEISMIC DESIGN CATEGORY B, C, & D

Provide the following Seismic Design Parameters:

- Seismic Use Group _________
- Spectral Response Acceleration \(S_{MS} \) _______ %g \(S_{MI} \) _______ %g
- Site Classification _________
- Basic structural system (check one)
  - _____ Bearing Wall
  - _____ Building Frame
  - _____ Moment Frame
- Seismic base shear \(V_x = \) _______ \(V_y = \) _______
- Analysis Procedure  
  - _____ Simplified
  - _____ Equivalent Lateral Force
  - _____ Modal
- Architectural, Mechanical, Components anchored? _________

LATERAL DESIGN CONTROL:  
- Earthquake ________ Wind _________

SOIL BEARING CAPACITIES:
- Field Test (provide copy of test report) _________ psf
- Presumptive Bearing capacity _________ psf
- Pile size, type, and capacity _________

PLUMBING FIXTURE REQUIREMENTS

<table>
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<tr>
<th>OCCUPANCY</th>
<th>WATER CLOSETS</th>
<th>URINALS</th>
<th>LAVATORIES</th>
<th>SHOWERS/ TUBS</th>
<th>DRINKING FOUNTAINS</th>
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<td>MALE</td>
<td>FEMALE</td>
<td>MALE</td>
<td>FEMALE</td>
<td>REGULAR</td>
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</table>

ACCESSIBLE PARKING
<table>
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<tr>
<th>LOT OR PARKING AREA</th>
<th>TOTAL # OF PARKING SPACES</th>
<th># OF ACCESSIBLE SPACES PROVIDED</th>
<th>TOTAL # ACCESSIBLE PROVIDED</th>
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<tr>
<td></td>
<td>REQUIRED</td>
<td>PROVIDED</td>
<td>REGULAR WITH 5' ACCESS AISLE</td>
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<td>TOTAL</td>
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</tbody>
</table>

**SPECIAL APPROVALS**

**Special approval:** (Local Jurisdiction, Department of Insurance, Arkansas State Police, ICC, etc., describe below)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

**ENERGY SUMMARY**

**ENERGY REQUIREMENTS:**
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If energy cost budget method, state the annual energy cost budget vs allowable annual energy cost budget.

**THERMAL ENVELOPE**

**Method of Compliance:**

- [ ] Prescriptive  
- [ ] Performance  
- [ ] Energy Cost Budget

**Roof/ceiling Assembly** (each assembly)
Description of assembly
U-Value of total assembly
R-Value of insulation
Skylights in each assembly
U-Value of skylight
   total square footage of skylights in each assembly

**Exterior Walls** (each assembly)
Description of assembly
U-Value of total assembly
R-Value of insulation
Openings (windows or doors with glazing)
U-Value of assembly
   shading coefficient
   projection factor
   low e required, if applicable
Door R-Values

**Walls adjacent to unconditioned space** (each assembly)
Description of assembly
U-Value of total assembly
R-Value of insulation
Openings (windows or doors with glazing)
U-Value of assembly
Low e required, if applicable
Door R-Values

**Walls below grade** (each assembly)
Description of assembly
U-Value of total assembly
R-Value of insulation

**Floors over unconditioned space** (each assembly)
Description of assembly
U-Value of total assembly
R-Value of insulation

**Floors slab on grade**
Description of assembly
U-Value of total assembly
R-Value of insulation
Horizontal/vertical requirement
slab heated
**ELECTRICAL SUMMARY**

**ELECTRICAL SYSTEM AND EQUIPMENT**

**Method of Compliance:**
- Prescriptive
- Performance
- Energy Cost Budget

**Lighting schedule**
- lamp type required in fixture
- number of lamps in fixture
- ballast type used in the fixture
- number of ballasts in fixture
- total wattage per fixture
- total interior wattage specified vs allowed
- total exterior wattage specified vs allowed

**Equipment schedules with motors** (not used for mechanical systems)
- motor horsepower
- number of phases
- minimum efficiency
- motor type
- # of poles

**MECHANICAL SUMMARY**

**MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT**

**Method of Compliance**
- Prescriptive
- Energy Cost Budget

**Thermal Zone**
- winter dry bulb
- summer dry bulb

**Interior design conditions**
- winter dry bulb
- summer dry bulb
- relative humidity

**Building heating load**

**Building cooling load**

**Mechanical Spacing Conditioning System**
- Unitary
  - description of unit
  - heating efficiency
  - cooling efficiency
  - heat output of unit
cooling output of unit
Boiler
  total boiler output. If oversized, state reason.
Chiller
  total chiller capacity. If oversized, state reason.

List equipment efficiencies

Equipment schedules with motors (mechanical systems)
motor horsepower
number of phases
minimum efficiency
motor type
# of poles

Disclaimer:
No warranty is made or implied to any individual property owner that the actions of the ACC/ POA in the approval process to obtain a HSV Building Permit is intended as a tacit approval of the quality, safety, desirability or suitability of such design or construction.

B.O.D. 11-14-12
HSV COMMERCIAL PROCEDURE FLOWCHART

Builder or Architect designs the building in compliance with code requirements

Review Committee, which consists of Public Works, Public Safety, Accounting, P&I, and General Manager, will review site plans, building plans, landscaping, utilities, ingress and egress, fire safety, accessibility, and storm water runoff

The Review Committee will review the plans and specifications

The Review Committee will review changes and recommend a Development Agreement to the Developer and specifications

P&I reviews all documents before submitting to ACC for formal approval of the concept

P&I reviews all documents before submitting to ACC for formal approval of the concept

The Review Committee will forward plans, specifications, Development Agreement, and comments to the POA Board of Directors for their approval of the development

After the POA Board of Directors approves the development, the application will be forwarded to ACC for approval of the permit

P&I will issue the building permit and collect all fees

P&I will conduct building inspectors and issue a certificate of occupancy after final inspections

B.O.D. 11-14-12
SAMPLE COMMERCIAL DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into effective as of the ___ day of Month, Year by and between the Hot Springs Village Property Owners’ Association, hereinafter referred to as the “POA”, an Arkansas Not-For-Profit Corporation and XXXXXXXXXXXXXXXXX, Inc.(together with its successors and assigns, the “Developer”), an _______________ company.

RECITALS

WHEREAS, Developer owns certain real property located in Hot Springs Village, as more particularly described in Exhibit A attached hereto (the “Project Site”), on which Developer desires to construct “insert description of proposed project here” as depicted on the Approved Site Plan attached hereto as Exhibit B, (collectively, the “Project Improvements”).

NOW, THEREFORE, for and inconsideration of the foregoing Recital (which is incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the POA and Developer do hereby agree, as follows:

ARTICLE I DEFINITIONS; EXHIBITS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

“Approved Site Plan” means the Special Development District site development plan attached as Exhibit B and as amended herein.

“Building Permit” means any and all demolition, grading and/or building permits required by the POA to construct all or any portion of the Project Improvements.

1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A  Legal Description of the Project Site  
Exhibit B  Site Plans  
Exhibit C  Building Plans  

ARTICLE II PROJECT

2.1 Project. Subject to the terms and conditions of this Agreement, Developer shall develop and construct the Project in accordance with the Approved Site Plan, as approved herein; the Building Plans to be approved by the Director of Planning and Inspections, after submission and appropriate review, and all applicable federal, state and local laws, rules, regulations, and POA policies.

2.2 Deadline for Acquisition and Construction of Project

(a) The Developer represents that it owns all of the property (excluding rights-of-way and other POA owned property) in the Project Site. The POA represents and warrants that Developer’s interest in the Project Site is sufficient for purposes of processing all necessary approvals and permits for the Project.

(b) Subject to Section 3.1 hereof, if Developer fails to commence construction of the Project Improvements on or before “insert date here”, or if Developer fails to substantially complete construction of the Project Improvements on or before “insert date here, all development rights granted hereunder, shall expire and terminate. In addition, the time to commence construction may be extended if the Developer can demonstrate to the reasonable satisfaction of the POA that a general economic downtown or similar market-wide circumstance has temporarily rendered further capital investment in the Project economically or practically unfeasible. For purposes
of this paragraph (i) “commence construction” means the clearing and demolition of all the improvements located on the Project Site on which the initial building will be constructed as part of the Project Improvements and the pouring of foundations for at least 75% of such structure, as shown on the Approved Site Plan and (ii) “substantially complete” means the POA’s issuance of the Certificate of Occupancy.

2.3 Site Plan. The approved Site Plan is attached hereto as Exhibit B and hereby approved.

The Developer may make changes to the Approved Site Plan as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Project; provided that (1) Developer may not make any material changes to the Approved Site Plan (i.e., changes which either expand or reduce the square footage or intended uses of the Project by more than 10%) whether individually or in the aggregate, without the advance written consent of the POA and (b) Developer shall obtain the POA’s consent to any changes. Developer shall promptly furnish the POA with a current site plan in the event of any changes thereto.

2.4 Financial Ability. Developer shall submit to the POA, prior to the execution of this Agreement: (a) evidence that Developer has received a firm commitment for a construction loan for the financing of the Project reasonably acceptable to the POA, or evidence that Developer has closed on a construction loan for the financing of the Project, and (b) reasonably acceptable performance bonds as required by the POA’s Declaration and Protective Covenants, issued in connection with the completion of all private and public improvements to be constructed by Developer for the Project. The POA and Developer shall be named as obliges on the bond. The POA will not issue a building permit for any structure in the Project Site until Developer submits to the POA the items specified in this Section.

2.5 Insurance. Not less than ten (10) days prior to commencement of construction of the Project, Developer and/or its general contractor shall provide the POA with a certificate of insurance evidencing a commercial general liability insurance policy with coverages of not less than “insert dollar amount” for claims arising out of a single accident or occurrence. The policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the POA. The POA shall be listed as an additional insured on such certificate.

2.6 Project Maintenance. Upon substantial completion of the Project and so long as this Agreement is in effect, Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Project Site, shall maintain or cause to be maintained the buildings and improvements within the Project Site which it owns in a good state of repair and in conformity with applicable state and local laws, and POA policies.
ARTICLE III FORCE MAJEURE

3.1 Force Majeure.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, the time periods provided for herein shall be extended by the number of days of delay caused by actions or events beyond the control of Developer, including acts of God, strikes, lockouts, civil disorder, war, lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with the construction of the Project (but only if Developer files all necessary documentation relating thereto in a timely manner), shortage or delay in the shipment of material or fuel, fire, unusually adverse weather or soil conditions or unknown or unforeseen buried obstacles, litigation that challenges this Agreement or by any other cause which the POA’s General Manager reasonably determines may justify the delay.

(b) No event under (a) shall be deemed to exist as to any matter that could have been avoided by the exercise of due care on the part of Developer; as to any matter initiated or unreasonably sustained by Developer; and unless Developer provides the POA with a written notice within 30 days of the commencement of such claimed event specifying the event of force majeure.

3.2 Extensions. In addition to any extension permitted pursuant to Section 3.1 of this Agreement, the POA Board of Directors may in its sole discretion, upon request of Developer at least 45 days before the applicable time for performance, extend times within which development activities are to commence.

ARTICLE IV FINANCING

4.1 Exemption. Neither the Developer of this project is eligible for or is expected to receive any financial support for or exemption from any prevailing or future fees imposed by the POA.

4.2 Reimbursement for Project Costs. The Developer is responsible for the payment of all project-related development costs incurred by the POA.

(a) Water Service – The POA will extend from its existing water distribution system to the site property line with (3) service connections at an estimated cost of “insert dollar amount here”. Developer will pay the POA all costs incurred within 30 days of billing.

(b) Sanitary Sewer Service – The POA will extend its existing sanitary sewer service to the site of a central holding tank. The central tank and pumps will be installed when tenants are determined. The Developer will pay the POA an estimated “insert dollar amount here”; representing all costs by the POA for that sewer service extension incurred within 30 days of billing.

(c) Building Permit – The POA estimates that the cumulative building permit fee will be “insert dollar amount here” based on the size and scope of this development. Actual fees will be determined upon the submission of building plans and charged in accordance with the POA’s prevailing fee schedule for commercial development; and paid by the Developer prior to the issuance of a building permit.

(d) Electric Connection Fee- The Developer will pay “insert dollar amount here,” at the time of submittal of the permit application.

(e) Monthly Assessments – No Change.
(f) Other Fees and Charges – The Developer and POA agree that this project will pay all other fees and charges, including but not limited to water, sewer and sanitation, as a non-residential (commercial) user in accordance with the fee structure periodically adopted by the POA and as charged to other non-residential users within the Village.

ARTICLE V DEFAULT AND REMEDIES

5.1 Default and Remedies.

(a) Event of Default: Default occurs if the Developer fails to timely perform, in all material respects, any obligation or covenant of Developer under this Agreement, and such failure is not cured to the POA’s reasonable satisfaction within thirty (30) days after the POA gives written notice thereof to Developer, or if it cannot reasonably be cured within thirty (30) days, Developer is not diligently proceeding to cure same.

(b) Remedies. The POA shall have the following remedies upon the occurrence of a Developer Event of Default:

(i) The POA may terminate this Agreement provided the Developer shall remain liable for their respective amounts due the POA.

(ii) In the event of non-compliance with completion dates as herein provided the Association shall have the right, but not the obligation, to attach the Developer’s Performance Bond, hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance.

ARTICLE VI GENERAL PROVISIONS

6.1 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement shall not be modified or amended except by mutual agreement in writing between the POA and Developer. This Agreement shall be binding upon and inure to the benefit of the POA and Developer and their respective successors and assigns; provided, however, Developer may not assign its rights under this Agreement without the specific approval of the POA.

6.2 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the POA shall be personally liable to Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or any obligations under the terms of this Agreement.

6.3 Indemnification and Hold Harmless. The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement. As used in this Section, the term “Developer” shall include the authorized successors and assigns of Developer.

Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the POA, its governing body members, officers, agents, servants and employees against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys’ fees and court costs) resulting from, arising out of, or in any way connected with (1) a Developer Event of Default, (2) the negligence or intentional misconduct of Developer, its employees, agents, contractors, or subcontractors, or (3) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Project Site. Notwithstanding the foregoing terms, Developer is not obligated to defend, hold harmless or indemnify the POA with
respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the POA and/or its elected and/or appointed officers, governing body, members, servants, employees, agents, contractors or subcontractors.

The POA and its governing body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Project Site, or to the construction of the Project, except for matters arising out of the willful misconduct or negligence of the POA of its governing body members, officers, agents, servants, employees, contractors or subcontractors.

6.4 Notices. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, or nationally recognized overnight courier, addressed as follows:

(a) If to the POA:
   895 DeSoto Blvd.
   Hot Springs Village, AR 71909
   Attention:  General Manager

(b) If to the Developer:
   Address
   City, State, Zip
   Attention: XXXXXXXXX

Notices shall be deemed given when personally delivered, on the next business day if sent by a nationally recognized overnight courier or three business days after deposit in the United States mail as aforesaid. A change of designated officer or address may be made by a party by providing written notice of such request to the other party.

6.5 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement, or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

6.6 Headings. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Agreement or any provision hereof.

6.7 Governing Law; Venue; Other Applicable Provisions. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arkansas. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of “insert county here” County, Arkansas. All parties to this Agreement consent to the jurisdiction and venue of that court. The terms of this Agreement do not usurp or limit the POA’s or any other governmental entity's exercise of administrative and/or legislative discretion as to review and approval of land uses, infrastructure improvements, site plan, architectural elements, and related matters.
6.8 Developer’s Right of Termination. At any time prior to commencement of construction of the Project, Developer may, by giving written notice to the POA, abandon the Project and terminate this Agreement if Developer determines in its sole discretion that the Project is no longer economically feasible. Upon termination of this Agreement, the parties shall have no further rights or obligations hereunder except as may expressly survive termination.

6.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

(Remainder of page intentionally left blank.)
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ASSOCIATION:

ATTEST: HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION

By: ____________________________________
POA BOD, President

DEVELOPER:

General Manager XXXXXXXXXXXXXXXX, INC.

By: ____________________________________

ACKNOWLEDGEMENTS

STATE OF ARKANSAS )
COUNTY OF _________ ) SS

On this _____ day of ___________, 201__, before me appeared POA BOD, President and POA General Manager, to me personally known to be the President and Secretary/General Manager of the Hot Springs Village Property Owners’ Association, and that the seal affixed to the foregoing instrument is the seal of said Association, and said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors.

Subscribed and sworn to before me this _____ day of _________ 201__.

___________________________
Notary Public

My Commission Expires: ________________

STATE OF ARKANSAS )
COUNTY OF _________ ) SS

On this _____ day of ____________, 201__, before me appeared ________________, to me personally known to be the General Partner of XXXXXXXXXXX Inc. and that the seal affixed to the foregoing instrument is the seal of said Company, and said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors.

Subscribed and sworn to before me this _____ day of _________ 201__.

___________________________
Notary Public
EXHIBIT A

“PROJECT SITE”
Insert description of proposed commercial project

“LEGAL DESCRIPTION”
Insert legal description, county, state, and book and page of recorded parcel of land