

CITY OF SPRINGDALE
Committee Agendas
Monday, March 2nd, 2020
Council Chambers
City Administration Building
Meetings begin at 5:30 P.M.

Committee of the Whole

1. **A Presentation** by the Airport Commission. Presented by Neil Johnson, Airport Commission Chairman and Wyman Morgan, Administrative and Financial Services Director.
2. **A Discussion** regarding a vacancy on the City Council.
3. **A Discussion** of Public Service Funds, Community Development Block Grants. Discussion led by Patsy Christie and Starr Wilson. Pgs. 2 & 3

Police and Fire Committee by Chairman Brian Powell

4. **A Discussion** concerning Police Department Policy Manual presented by Chief Peters.

Finance Committee by Chairman Jeff Watson

5. **An Ordinance** authorizing the Mayor and City Clerk to enter into an Agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes. Ordinance presented by Ernest Cate, Springdale City Attorney. Pgs. 4 - 8

Streets and Capital Improvements Committee by Chairman Rick Evans

6. **A Resolution** authorizing the execution of Amendment No. 1 to a Design Contract for Dean's Trail Project No. ST1801. Resolution presented by Brad Baldwin, City Engineer. Pgs. 9 - 20
7. **A Resolution** authorizing membership and participation in the Northwest Arkansas Razorback Greenway Alliance. Resolution presented by Patsy Christie, Planning Director. Pgs. 21 - 25
8. **A Resolution** authorizing the execution of a lease agreement for Public Works vehicles. Resolution presented by Brad Baldwin, City Engineer. Pgs. 26 & 27

Parks and Recreation Committee by Chairman Mike Lawson

9. **A Resolution** authorizing the grant of a Utility Easement to Carroll Electric Cooperative Corporation across property owned by the City of Springdale Arkansas (Parcel No. 21-00167-545, Parcel No. 21-00147-470 and Parcel No. 21-00167-471, Springdale, Benton County, Arkansas). Resolution presented by Wyman Morgan, Administrative and Financial Services Director. Pgs. 28 - 32

Public Service Applicants

2020 Program Year: July 1, 2020-June 30, 2021

The City will have \$81,309 available for Public Services

(Using 10% of Federal Funds allocated - \$813,098)

Applicant	Funds Requested
<p>CASA of Northwest Arkansas</p> <p><i>With CDBG funding, CASA of NWA will provide advocacy to 25 foster children from Springdale.</i></p>	\$10,000
<p>Compassion House</p> <p><i>Healthy Lives Program for Pregnant Teen Youth and their Babies – case management for pregnant teens and their infants, curriculum for life skills classes, fuel costs for transporting residents to and from prenatal care, counseling, school, and mentoring.</i></p>	\$19,240
<p>Returning Home</p> <p><i>Residential client case management focused on reducing housing insecurity, food insecurity and increase employment opportunities.</i></p>	\$10,560
<p>Scholastic Mission</p> <p><i>Serves weekly snack packs to students at Monitor Elementary School. The snacks are stored in part of the Bread of Life facility and are then packed each week by a volunteer team before being driven over to the school for Friday distribution.</i></p>	\$15,000

<p>St. Francis House Inc. dba Community Clinic</p> <p><i>This initiative will provide transportation assistance to low-income Springdale residents for medical and dental care by providing transportation vouchers.</i></p>	<p>\$12,000</p>
<p>The Bread of Life</p> <p><i>Assist as many persons as possible, with efficient use of limited resources, to decrease hunger and homelessness.</i></p>	<p>\$24,000</p>
<p>Total Funds Requested</p>	<p>\$90,800</p>

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that in the past the City of Springdale has worked in conjunction with the Springdale Chamber of Commerce to promote business development and economic growth within the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$200,000.00 per year, as set out in the Agreement;

WHEREAS, because the Chamber is actively involved in promoting of business development and economic growth within the City of Springdale, Arkansas, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$200,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of Springdale, Arkansas, hereinafter referred to as "City," and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "Chamber;"

WITNESSETH:

WHEREAS, the City of Springdale recognizing the need for continued development and economic diversification, a broader tax base, and increased employment opportunities and improved quality of life for its citizens, wishes to provide for a coordinated effort to encourage, foster and promote the economic development of the City and its environs; and

WHEREAS, the Chamber of Commerce of the City of Springdale, Arkansas has actively promoted business development and economic growth within the region for the purpose of creating jobs, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor;

WHEREAS, it is the desire of the parties that the Chamber provide economic development services to the City utilizing, among other things, the provisions of Act 686 of 2017; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the economic well being combine and coordinate their efforts for such purpose and provide as effective economic development program for Springdale, to be operated as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. That the Chamber agrees to serve as the economic development marketing arm of the City for 2020 and 2021, subject to paragraph 5 of this Agreement.
2. Further, Chamber agrees that it shall be assigned the following responsibilities:
 - a. Chamber shall develop coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the City;
 - b. The Chamber shall be responsible for advancing the improvement, in the broadest sense, of the quality and the quantity of life in the City, utilizing, among other things, the provisions of Act 686 of 2017.
 - (1) Implementation, development and management of all marketing and advertising campaigns designed to attract a diverse segment of manufacturing, service industries, commercial and retail establishments, if such campaigns are used.
 - (2) Design and execution of an industrial retention and expansion program to encourage local manufacturing to remain and expand in the City.
 - (3) Operation of an on-going communications and promotions program for economic development activities in the City.
 - c. The Chamber shall provide a written report to the City Council on a quarterly basis relative to its economic development work. The reports will be due in January, April, July, and October of each year.

3. Further, it is agreed by and between the parties that in the role of serving as the economic development marketing arm for the City, Chamber shall be responsible for:

- a. Representing the City as the initial contact for manufacturing, service industries, commercial and retail prospects.
- b. Development of financial proposals to help accomplish the economic development goals, which includes development of financial proposals for project funding, which includes working with the City, AEDC, and regional and local financial institutions.
- c. Maintaining economic development files that will pertain to manufacturing, service industry, commercial and retail projects.

4. For the services to be provided by the Chamber to the City for the year 2020, the City shall pay \$200,000.00 to the Chamber. The sum of \$50,000.00 shall be paid on January 1, April 1, July 1, and October 1 in 2020, subject to paragraph 5 of this Agreement. For the services to be provided by the Chamber to the City for the year 2021, the City shall pay \$200,000.00 or an amount mutually agreed upon in writing and approved by the City, whichever amount is greater, to the Chamber. The sum shall be paid in four (4) equal installments on January 1, April 1, July 1, and October 1 in 2021, subject to paragraph 5 of this Agreement.

5. This Agreement shall terminate on December 31, 2021. However, should the City not appropriate the funds to pay the Chamber for 2021, this Agreement shall terminate December 31, 2020.

6. This Agreement does not create an exclusive right to conduct marketing of economic development by the Chamber on behalf of the City.

7. If the City appropriates the necessary funds through 2020 to fund this Agreement, this Agreement shall be automatically renewed for 2021 on the same terms and conditions as 2020 provided the Chamber requests renewal on or before October 1, and upon condition the City appropriates the necessary funds for 2021. If either party wants to change any of the terms or conditions set out in the Agreement, the party must submit those changes to the other party within 60 days prior to the expiration of the Agreement year. If the parties cannot agree to the changes, the Agreement will renew on the same terms and conditions set out herein provided the Chamber has requested renewal as provided herein, and provided the City appropriates the necessary funds.

WITNESS our hands and seals this _____ day of _____, 2020.

CITY OF SPRINGDALE

BY _____

ATTEST:

SPRINGDALE CHAMBER OF COMMERCE

BY _____

ATTEST:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AMENDMENT NO. 1 TO A DESIGN CONTRACT
FOR DEAN'S TRAIL
PROJECT NO. ST1801**

WHEREAS, the City of Springdale entered into a contract with Garver Engineers, dated October 15, 2018, for partial design of Dean's Trail, and

WHEREAS, additional grant funding has been provided for this project

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

Section 1. The Mayor and City Clerk are hereby authorized to execute amendment no. 1 to the Garver Engineering contract for Dean's Trail.

Section 2. The Mayor is hereby authorized, for the Dean's Trail project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

PASSED AND APPROVED this 10th day of March, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

City of Springdale
Springdale, AR
Project No. 18047110

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Springdale (Owner) and GARVER, LLC (GARVER), dated October 15, 2018 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the:

Extension of Dean's Trail from the end of Phase 1 southward to Lake Fayetteville.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

The additional scope of services for Phase 2 & 3 is included in the attached Appendix A, which shall hereby be added to the agreement, and summarized as follows:

Phase 2 shall terminate at Sara Ford Avenue and Hwy. 412. Phase 3 shall be divided into two distinct sections, Phase 3A from the intersection of Sara Ford Avenue to Don Tyson Parkway, and Phase 3B from Don Tyson Parkway to Lake Fayetteville. The route of Phase 3A will be modified to be located around the north and west sides of the J.O. Kelly Middle School property, continuing south along the west property line of Knapp Elementary School then heading west to the unnamed tributary of Clear Creek and continuing south along the tributary crossing under Electric Avenue and Spring Creek Avenue to the existing trail crossing under Don Tyson Parkway.

The final design, property acquisition and bidding services for Phase 3B is removed from the scope of services. The final proposed route for Phase 3B will be decided at a future date.

SECTION 3 – PAYMENT

The table from the original contract shall be removed and replaced with the following table.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	REVISED FEE AMOUNT	FEE TYPE
<i>Utility Marking</i>	\$500.00	\$500.00	\$1,000.00	--
<i>Record Research</i>	\$400.00	\$0.00	\$400.00	--
Environmental	\$8,170.00	\$0.00	\$8,170.00	Hourly
Surveys	\$19,860.00	\$19,300.00	\$39,160.00	Hourly
Final Design	\$54,370.00	\$93,700.00	\$148,070.00	Hourly
Final Design – Water & Sewer Phase 2	\$0.00	\$32,500.00	\$32,500.00	Hourly



Final Design – Water & Sewer Phase 3A	\$0.00	\$35,600.00	\$35,600.00	Hourly
Property Acquisition Services	\$25,980.00	\$0.00	\$25,980.00	Hourly
Bidding Services	\$10,700.00	\$0.00	\$10,700.00	Hourly
Construction Phase Services – Phase 2	\$0.00	\$0.00	\$0.00	Hourly
TOTAL FEE	\$119,980.00	\$181,570.00	\$301,550.00	

Increase the total amount paid to GARVER under this agreement by **\$181,570.00** from **\$119,980.00** to **\$301,550.00**.

APPENDIX B – HOURLY RATES AND FEE SPREADSHEETS

The attached Appendix B fee spreadsheets that include the hourly estimates for the Amendment No. 1 additional services shall be added to the agreement.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF SPRINGDALE

GARVER, LLC

By: _____
Signature

By: Ronald S. Petrie
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: 2/18/2020

Attest: _____

Attest: D. Jeffrey Webb

APPENDIX A – SCOPE OF SERVICES

Amendment No. 1

1. General

The scope of the project is hereby modified as follows:

Phase 2 shall terminate at Sara Ford Avenue and Hwy. 412. Phase 3 shall be divided into two distinct sections, Phase 3A from the intersection of Sara Ford Avenue to Don Tyson Parkway, and Phase 3B from Don Tyson Parkway to Lake Fayetteville. The route of Phase 3A will be modified to be located around the north and west sides of the J.O. Kelly Middle School property, continuing south along the west property line of Knapp Elementary School then heading west to the unnamed tributary of Clear Creek and continuing south along the tributary crossing under Electric Avenue and Spring Creek Avenue to the existing trail crossing under Don Tyson Parkway.

The final design, property acquisition and bidding services for Phase 3B is removed from the scope of services. The final proposed route for Phase 3B will be decided at a future date.

2. Surveys

2.1. Design Surveys

Garver will provide the staking of the centerline of Phase 2 and Phase 3 for coordination of utility potholing by others.

Garver will provide additional field survey topographic data for up to 4,500-ft of new alignment for Phase 3A of the project, and this survey will be tied to the Owner's control network.

2.2. Property Surveys

No Additional Scope.

3. Geotechnical Services

No Additional Scope.

4. Coordination

Garver will attend up to four (4) Trails Committee meetings for the coordination of the proposed routes of Phase 2 and 3 of Dean's Trail. Garver will prepare up to six (6) alternate conceptual alignments for Phase 3 including associated exhibits and planning level opinions of probable cost to assist the Trails Committee in making the final alignment decision. Garver will assist the City in the development of TAP / RTP grant funding applications through ARDOT. Garver will coordinate with City Staff and Property Owners as necessary for the additional scope defined in this paragraph.

Garver will prepare for and conduct one (1) public meeting for Phase 2 and Phase 3. The purpose of this public meeting will be to gather input on alternate routes for Phase 2, Phase 3A, and Phase 3B. Garver will prepare a synopsis of the feedback received at the public meeting and present to the City and Trails Committee.

5. Environmental Services

No Additional Scope.

6. Final Design (Phase 2 and 3A)

Garver will redesign Phase 2 from the Tunnel under Hwy. 412 to cross the unnamed creek tributary and end at Sara Ford Avenue, including redesign of associated retaining walls, drainage improvements, maintenance of traffic, and pavement marking and signage.

During the final design phase for Phase 3A, Garver will redesign the north half of Phase 3A (approximately 4,500-ft) on a new alignment as detailed in Section 1 above. Garver will utilize existing 60% construction drawings for the south half of Phase 3A. Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of the final reviews and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will design relocations for existing water and sanitary sewer lines for Phase 2 and Phase 3A. Garver will provide the permanent utility easement documents for these water and sanitary sewer line relocations.

Final Design for Phase 3B is removed from the scope of services.

7. Property Acquisition Documents

Property Acquisition Documents for Phase 3B is removed from the scope of services.

8. Bidding Services

Bidding Services for Phase 3B is removed from the scope of services.

9. Construction Phase Services

Construction Phase Services is excluded from the scope of services.

10. Project Deliverables

The following additional items will be submitted to the Owner, or others as indicated, by Garver:

- F. Two copies of the Phase 3A Final Design with opinion of probable construction cost.
- G. Two copies of the revised Phase 3A Final Design with opinion of probable construction cost.
- H. One copy of the revised of the Phase 3A Final Plans to each potentially affected utility company.
- I. Digital copies of the monthly progress reports.
- J. Digital copies of approved shop drawings/submittals from the Contractor.
- K. One hard copy set of Record Drawings.

11. Extra Work

The following additional items are not included under this agreement but will be considered as extra work:

- O. Design of any utilities relocation other than water and sewer for Phase 2 and Phase 3A.
- P. Retaining walls or other significant structural design beyond that required for the proposed crossings under Electric Avenue and Spring Creek Avenue.
- Q. Permitting Fees other than the Arkansas Department of Health review fee.
- R. Trailhead design.
- S. Construction Observation or Administration Services.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

12. Schedule (Phase 3A)

Garver shall begin work under this Agreement for Phase 3A within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	30 days from NTP
Final Design	90 days from completion of Surveys
Property Acquisition Documents	30 days from approval of Final Design



APPENDIX B
Amendment 1 - Dean's Trail, Phase 2 & 3
Garver Hourly Rate Schedule: July 2019 - June 2020

Classification	Rates
Engineers / Architects	
E-1	\$ 108.00
E-2	\$ 126.00
E-3	\$ 152.00
E-4	\$ 178.00
E-5	\$ 217.00
E-6	\$ 272.00
E-7	\$ 361.00
Planners / Environmental Specialist	
P-1	\$ 131.00
P-2	\$ 164.00
P-3	\$ 204.00
P-4	\$ 232.00
P-5	\$ 268.00
P-6	\$ 306.00
P-7	\$ 370.00
Designers	
D-1	\$ 101.00
D-2	\$ 118.00
D-3	\$ 141.00
D-4	\$ 164.00
Technicians	
T-1	\$ 79.00
T-2	\$ 100.00
T-3	\$ 122.00
Surveyors	
S-1	\$ 49.00
S-2	\$ 64.00
S-3	\$ 86.00
S-4	\$ 124.00
S-5	\$ 164.00
S-6	\$ 186.00
2-Man Crew (Survey)	\$ 198.00
3-Man Crew (Survey)	\$ 247.00
2-Man Crew (GPS Survey)	\$ 218.00
3-Man Crew (GPS Survey)	\$ 267.00
Construction Observation	
C-1	\$ 96.00
C-2	\$ 123.00
C-3	\$ 150.00
C-4	\$ 185.00
Management/Administration	
M-1	\$ 370.00
X-1	\$ 62.00
X-2	\$ 84.00
X-3	\$ 117.00
X-4	\$ 150.00
X-5	\$ 183.00
X-6	\$ 231.00
X-7	\$ 279.00

APPENDIX B

CITY OF SPRINGDALE DEAN'S TRAIL, PHASES 2 & 3 AMENDMENT NO. 1

FEE SUMMARY

Title I Services	Original Contract	Amendment No. 1
<i>Geotechnical Services</i>	\$0.00	\$0.00
<i>Additional Record Research (if needed)</i>	\$400.00	\$0.00
<i>Utility Marking</i>	\$500.00	\$500.00
<i>Environmental Handling/Documentation Surveys</i>	\$8,170.00	\$0.00
<i>Conceptual Design</i>	\$19,860.00	\$19,300.00
<i>Preliminary Design</i>	\$0.00	\$0.00
<i>Final Design</i>	\$0.00	\$0.00
<i>Final Design - Water & Sewer (Phase 2)</i>	\$54,370.00	\$93,700.00
<i>Final Design - Water & Sewer (Phase 3A)</i>	\$0.00	\$32,500.00
<i>Property Acquisition Documents</i>	\$0.00	\$35,570.00
<i>Bidding Services</i>	\$25,980.00	\$0.00
Subtotal for Title I Services	\$10,700.00	\$0.00
Title II Services		
<i>Construction Materials Testing</i>	\$0.00	\$0.00
<i>Construction Phase Services</i>	\$0.00	\$0.00
Subtotal for Title II Services	\$0.00	\$0.00
Totals	\$119,980.00	\$181,570.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1
SURVEYS**

WORK TASK DESCRIPTION	E-4	S-5	S-4	T-1	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$178.00	\$164.00	\$124.00	\$79.00	\$198.00	\$218.00
	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic						
Stake proposed Centerline of Phase 2 and Phase 3 for Utility Potholing	2			20		
Coordinate with Owner and Engineers	4	4				
Horizontal and Vertical Control (Utilize Previous Control)						
Additional Topo (up to 4,500-ft new route)		4	4		20	30
Data Processing (Add to basemap)		2	20	16		
Subtotal - Surveying	6	10	24	36	20	30
2. Surveys - Property						
No additional scope						
Subtotal - Surveying	0	0	0	0	0	0

Hours	6	10	24	36	20	30
Salary Costs	\$1,068.00	\$1,640.00	\$2,976.00	\$2,844.00	\$3,960.00	\$6,540.00

SUBTOTAL - SALARIES: \$19,028.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$25.00
Survey Supplies	\$50.00
Travel Costs	\$147.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$272.00

SUBTOTAL: \$19,300.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$19,300.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1
FINAL DESIGN**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination/ Alternatives							
Trails Committee meetings	4		8				
TAP / RTP Funding Applications	2		1			10	
Alternate Alignment Cost Estimates	2		20			5	5
Alternate Alignment Exhibits	1		10			10	5
Dick Smith Street Alternatives for Trails Committee/ City Council	1					2	12
Meetings and coordination with City Staff / Property Owners	10		8				
Public Meeting							
Alignment Alternative Development for Phases 2&3	8		6				10
Develop Public Meeting Materials			5				5
Conduct Public Meeting	2		4			4	2
Public Meeting Synopsis			1				1
Phase 2 Realignment (Hwy. 412 Tunnel to Sara Ford Avenue)							
Plan & Profile Sheets	2		8			24	16
Maintenance of Traffic Plan	1		1			2	4
Cross Sections			2			4	4
Pavement Marking and Signage			1			2	2
Drainage Improvements			4			8	4
Final Plans (Phase 3A - Hwy. 412 to Don Tyson Pkwy.)							
Project Phasing	2		4			8	
Typical Sections			2			2	2
Plan & Profile Sheets	2		20			30	20
Maintenance of Traffic Plan	1		2			4	
Cross Sections			2			4	8
Pavement Marking and Signage			2			4	4
Drainage Improvements			4			16	
Typical Details	1		4			8	6
Trail Lighting Coordination			8			8	
Coordination with Utility Companies	2		16				
Coordination and Meetings with Owner	12		16				
ARDOT Coordination	2		8				
Specifications/Contract Documents	1		16			16	
Quantities	1		4			10	
Opinion of Probable Construction Cost	1		4			2	
QC Review	4		8				
Subtotal - Civil Engineering	62	0	199	0	0	183	110
2. Structural Engineering (Phase 3A)							
Retaining Wall Layout/Elevations	4		8			16	8
Bridge							
Structural Details	2		4			8	16
Structural Specifications			2				
Subtotal - Structural Engineering (Phase 3A)	6	0	14	0	0	24	24.0

Hours	68	0	213	0	0	207	134
Salary Costs	\$19,244.00	\$0.00	\$39,618.00	\$0.00	\$0.00	\$23,391.00	\$11,122.00

SUBTOTAL - SALARIES: \$93,375.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$40.00
Postage/Freight/Courier	\$60.00
Travel Costs	\$225.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$325.00

SUBTOTAL: \$93,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$93,700.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1**

Water and Sewer Design - Phase 2

WORK TASK DESCRIPTION	E-4	E-3	E-1	T-1	S-5	S-4
	\$178.00	\$152.00	\$108.00	\$79.00	\$164.00	\$124.00
	hr	hr	hr	hr	hr	hr
1. Preliminary Water/Sewer Design - Phase 2						
Preliminary Plans						
W&S Horizontal Alignments	2	4	8			
Plan & Profile Sheets		16	16	20		
Coordination with Utility Companies		2				
Coordination and Meetings with Owner/SWU	2	4				
Opinion of Probable Construction Cost	2	2	2			
QC Review	4					
Subtotal - Preliminary Water/Sewer Design - Phase 2	10	28	26	20	0	0
2. Final Water/Sewer Design - Phase 2						
Final Plans						
Plan & Profile Sheets		16	16	20		
Maintenance of Traffic Plan		2	2	6		
Typical Details		2	2	4		
Final Review/Walkthrough with City		4				
Coordination with Utility Companies		4				
Coordination and Meetings with Owner	4	4				
Coordination with DOT	2	8	8			
Coordination with Health Department		4	2			
Specifications/Contract Documents		4				
Quantities			4			
Opinion of Probable Construction Cost		2				
QC Review	6					
Plan Revisions from Final SWU Review	2	6		16		
Subtotal - Final Water/Sewer Design - Phase 2	14	56	34	46	0	0
3. Utility Easement Documents for Water and Sewer - Phase 2						
Permanent Utility Easement Documents					4	8
Temporary Construction Easements					2	4
Coordination with City		1				
Coordination with SWU		2				
Subtotal - Utility Easements - Phase 2	0	3	0	0	6	12

Hours	24	87	60	66	6	12
Salary Costs	\$4,272.00	\$13,224.00	\$6,480.00	\$5,214.00	\$984.00	\$1,488.00

SUBTOTAL - SALARIES: \$31,662.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$88.00
Postage/Freight/Courier	\$50.00
Ar. Dept. of Health Review Fee	\$500.00
Travel Costs	\$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$838.00

SUBTOTAL: \$32,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$32,500.00

APPENDIX B

**CITY OF SPRINGDALE
DEAN'S TRAIL, PHASES 2 & 3
AMENDMENT NO. 1**

Water and Sewer Design - Phase 3A

WORK TASK DESCRIPTION	E-4	E-3	E-1	T-1	S-5	S-4
	\$186.00	\$159.00	\$113.00	\$83.00	\$171.00	\$129.00
	hr	hr	hr	hr	hr	hr
1. Preliminary Water/Sewer Design - Phase 3A						
Preliminary Plans						
W&S Horizontal Alignments	2	12				
Plan & Profile Sheets		32	8	24		
Coordination with Utility Companies		2				
Coordination and Meetings with Owner/SWU	2	4				
Opinion of Probable Construction Cost		2	2			
QC Review	4					
Subtotal - Preliminary Water/Sewer Design - Phase 3A	8	52	10	24	0	0
2. Final Water/Sewer Design - Phase 3A						
Final Plans						
Plan & Profile Sheets		20	8	24		
Maintenance of Traffic Plan						
Typical Details		2	2	4		
Final Review/Walkthrough with City		4				
Coordination with Utility Companies		4				
Coordination and Meetings with Owner	2	4				
Coordination with DOT	4					
Coordination with Health Department		6				
Specifications/Contract Documents		4				
Quantities		2	4			
Opinion of Probable Construction Cost	2	2				
QC Review	6					
Plan Revisions from Final SWU Review		8		4		
Subtotal - Final Water/Sewer Design - Phase 3A	14	56	14	32	0	0
3. Utility Easement Documents for Water and Sewer - Phase 3A						
Permanent Utility Easement Documents					8	16
Temporary Construction Easements					4	8
Coordination with City		2				
Coordination with SWU		4				
Subtotal - Utility Easements - Phase 3A	0	6	0	0	12	24

Hours	22	114	24	56	12	24
Salary Costs	\$4,092.00	\$18,126.00	\$2,712.00	\$4,648.00	\$2,052.00	\$3,096.00

SUBTOTAL - SALARIES: \$34,726.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$94.00
Postage/Freight/Courier	\$50.00
Ar. Dept. of Health Review Fee	\$500.00
Travel Costs	\$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$844.00

SUBTOTAL: \$35,570.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$35,570.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE NORTHWEST ARKANSAS RAZORBACK GREENWAY ALLIANCE.

WHEREAS, during the planning phase of the Northwest Arkansas Razorback Greenway, it was acknowledged that because of its unique regional characteristics, stewardship of the facility would require a non-traditional and uniquely cooperative approach to management and operations with integral involvement of all cities through which the Greenway traversed; and

WHEREAS, uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements were outlined in the “Northwest Arkansas Razorback Greenway Operations and Management Plan;” and

WHEREAS, the Plan, which was adopted by all cities in the corridor, included a commitment from each city to participate through membership in a regional committee with the purpose of jointly and cooperatively facilitating uniformity and consistency in the standards, operations, and management of the Greenway; and

WHEREAS, such joint cooperation is best achieved through the Interlocal Cooperation Act, codified at Ark. Code Ann. §25-20-101 *et seq.*, through an agreement to create and participate in the Northwest Arkansas Razorback Greenway Alliance.

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

SECTION 1. That the Mayor be, and is hereby authorized to execute the “Northwest Arkansas Razorback Greenway Alliance Agreement,” which is herewith approved and attached hereto.

SECTION 2. That said Agreement shall only become operative and in effect upon approval of all cities involved (Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista).

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**NORTHWEST ARKANSAS RAZORBACK GREENWAY ALLIANCE
AGREEMENT**

AN AGREEMENT FOR JOINT, COOPERATIVE UNDERTAKINGS ASSOCIATED WITH THE OPERATIONS AND MANAGEMENT OF THE NORTHWEST ARKANSAS RAZORBACK GREENWAY, between the Cities of Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista.

ARTICLE I – AUTHORIZATION

Under provisions of the Interlocal Cooperation Act, as amended, codified as A.C.A. 25-20-101, *et seq.*, the cities listed above, herein called the parties to this agreement, agree to join cooperatively to insure and facilitate uniformity and consistency in the standards, operations, and management of the Northwest Arkansas Razorback Greenway (the “Greenway”) consistent with the respective “Northwest Arkansas Razorback Greenway Operations and Management Plan” previously adopted by each City; and in furtherance of such joint cooperation, herewith form the Northwest Arkansas Razorback Greenway Alliance (the “Alliance”).

ARTICLE II – DURATION

The Alliance shall have a perpetual existence.

ARTICLE III - PURPOSE

The Northwest Arkansas Razorback Greenway was conceived, designed, and constructed as a world-class facility and an amenity of regional significance. During the planning phase, it was acknowledged by each city, that while each had its own operations and maintenance departments, a key to a sustainable quality Greenway over the length of the corridor would be a consistency of standards, cooperation and coordination and the building of enduring partnerships. Because of its unique regional characteristics, stewardship of the Greenway requires a non-traditional and uniquely cooperative approach to management and operations. Accordingly, each city adopted the “Northwest Arkansas Razorback Greenway Operations and Management Plan,” hereafter referred to as the “Plan,” which established uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements. Also included in the Plan was a commitment from each city to participate through membership in a regional committee as is established by this agreement, with the purpose of jointly and cooperatively facilitating the policies, goals, objectives, and recommendations outlined in the adopted Plan.

ARTICLE IV – FINANCING

Any contribution, bequest, gift or grant of funds to the work of the Alliance for Greenway associated purposes may be received and disbursed, pursuant to the budgeting

direction of the Alliance, through the Northwest Arkansas Regional Planning Commission (NWARPC), of which all signatories hereto are members. In no event shall any Alliance member be financially obligated without the consent of its governing body.

ARTICLE V - TERMINATION

This agreement shall continue in full force subsequent to its adoption by all signatory parties. Whenever one (1) member jurisdiction shall by resolution withdraw from the Alliance, this agreement shall cease to be in effect, and the Alliance considered dissolved. Any assets or funds set aside for the Alliance shall subsequently be disbursed to each of the seven (7) members in equal shares.

ARTICLE VI – MEMBERSHIP

- A. CONSTITUTION. The Alliance shall be governed by a seven (7) member Joint Board consisting of a representative of each city through which the Greenway traverses. The Board shall include the Mayor, or a representative designated by the Mayor of each city that is a member of the Alliance. The designated representative shall be responsible to the Mayor or to an agency of the City. All affirmative decisions of the Board shall require unanimous approval of the entire Board.
- B. TERMS. A Board member who is a Mayor may serve on the Board during his or her term of office as a member of the Alliance. A Board member who is the designated representative of a Mayor serves at the pleasure of the Mayor of the city. The term of such a member shall not extend beyond the term of the appointing public official. A new Mayor may designate the same person who served as the designated representative of a previous Mayor, as their designated representative to serve as a member.
- C. PAY AND EXPENSES. The members of the Board of the Alliance shall receive no salary or per diem.

ARTICLE VII – POWERS AND DUTIES

It shall be the duty of the Joint Board to cooperatively work to achieve the Purposes as set out in Article III hereof.

ARTICLE VIII – OFFICERS, MEETINGS, AND RULES

- A. OFFICERS. At its organizational meeting and at the first regular meeting of each fiscal year, the Board shall elect one of its members as Chairman, and one as Vice-Chairman.
- B. MEETINGS. The Board shall meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as

provided by Arkansas law, and shall be conducted pursuant to procedures established by the Board. A meeting may be called at the direction of the Chairman, or upon the direction of a majority of the members of the Board.

- C. RULES. Four (4) members of the Board shall constitute a quorum; however, decisions affecting the Greenway shall, in order to be affirmative, require unanimous approval of all Board members. The Board shall adopt rules for the transaction of business, and shall keep a complete record of its activities and business, which shall be a public record. The Board may avail itself of NWARPC services to convene meetings, provide accommodations, give appropriate public notice, keep records, and to provide needed financial services.

ARTICLE IX – AMENDMENT

This Agreement may be modified or amended in the same manner as this Agreement was adopted.

ARTICLE X – ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties.

In WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective behalves on the signature dates set forth below.

1. CITY OF FAYETTEVILLE, ARKANSAS, BY: _____

DATE: _____

2. CITY OF JOHNSON, ARKANSAS, BY: _____

DATE: _____

3. CITY OF SPRINGDALE, ARKANSAS, BY: _____

DATE: _____

4. CITY OF LOWELL, ARKANSAS, BY: _____

DATE: _____

5. CITY OF ROGERS, ARKANSAS, BY: _____

DATE: _____

6. CITY OF BENTONVILLE, ARKANSAS, BY: _____

DATE: _____

7. CITY OF BELLA VISTA, ARKANSAS, BY: _____

DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A LEASE AGREEMENT FOR PUBLIC WORKS
VEHICLES**

WHEREAS, the Public Works fleet of vehicles contains several vehicles that are old and costly to maintain, and

WHEREAS, the Public Works Director believes that it would be more efficient to lease vehicles instead of purchasing replacements, and

WHEREAS, this lease would provide 14 new vehicles with 20 vehicles being disposed of and the only impact on the 2020 budget will be a reduction in vehicles maintenance costs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a vehicle lease contract with Enterprise FM Trust for twenty vehicles for the Public Works Department.

PASSED AND APPROVED this 10th day of March, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Brad Baldwin <bbaldwin@springdalear.gov>
Sent: Thursday, February 27, 2020 10:07 AM
To: Doug Sprouse; Wyman Morgan
Cc: 'James Smith'
Subject: PW Fleet management

Mayor –

James & I have been working on a way to organize fleet management at PW. We have been reviewing the problem we have with old vehicles and equipment. Last year we tackled heavy equipment, this year we are addressing heavy trucks and next year we had planned to go through the pickup truck fleet. A few weeks ago, Wyman brought Enterprise Fleet leasing by to visit with James & I. The presentation was compelling but we hadn't done our homework on our pickups yet. In weeks' time James pulled together our pickup information and it gave us the bad news that had been avoided for several years. Half the fleet is over 11 years old with some trucks as old as 21 years. The optimum period for truck replacement based on O&M cost is 4-5 years. Apparently, our management plan has been to just keep patching up trucks and keep several spares to use when one breaks down. Recently, an old truck blew an engine and we were about to put a \$3500 engine in a truck that was only worth \$2100. We stopped that repair. It points out the need for a better fleet management program at PW. We currently have 25 trucks over 5 years old out of a fleet of 38 trucks. Next year 7 more trucks will be 5 years or older.

James & I are working on a truck leasing program with Enterprise (Same as PD) that will give us time to work out of the current situation while setting up a new fleet management program to stay in front of this problem. We have something ready to present to Committee but want you to see our proposal first. The principle points of our proposal are as follows:

- Implemented in the 2020 budget with no new \$\$\$. Ordering trucks now for delivery in July 2020 would start lease in second half of 2020. The trade-in value of old trucks covers the 2020 half year lease cost.
- Use leases to update trucks over the next 2-3 years by budgeting lease payments annually.
- Replacing 33 trucks would be a capital expense that can't be easily managed in the next 2 years. Leasing allows us to budget lease payments over a 4 year period while we program a way out of the current situation.
- We will eliminate (sell) 8-10 old vehicles that currently sit on the yard and are seldom used.
- We will implement a fleet management program in 2020. We have reached out to PD to see how they manage their vehicle fleet. We will build off of their ideas.

Let us know when we can share our thoughts with you.

Thank you,
Brad

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE GRANT OF A UTILITY EASEMENT TO CARROLL ELECTRIC COOPERATIVE CORPORATION ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS (PARCEL NO. 21-00167-545, PARCEL NO. 21-00167-470 AND PARCEL NO. 21-00167-471, SPRINGDALE, BENTON COUNTY, ARKANSAS).

WHEREAS, the City of Springdale, Arkansas, owns three tracts of property known as Parcel No. 21-00167-545, Parcel No. 21-00167-470, and Parcel No. 21-00167-471, Springdale, Benton County, Arkansas ("the Property");

WHEREAS, Carroll Electric is in need of a utility easement across the Property, as shown on the attached Exhibit "A";

WHEREAS, the utility easement is necessary for the construction of a new electric transmission line to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document 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 Carroll Electric.

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Easement prepared by
Carroll Electric Cooperative Corporation
920 Hwy 62 Spur
Berryville AR 72616

RIGHT OF WAY EASEMENT

Date 02/17/2020
County: Benton Easement # 015714-01

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, whether one or more, City of Springdale and _____ hereinafter called "**Grantors**", for good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant and convey unto **Carroll Electric Cooperative Corporation (Grantee)**, hereinafter called "**Cooperative**", whose principal office is in Berryville, Arkansas, and unto its successors, licensees or assigns, a perpetual easement right, privilege, and authority to enter upon the lands of the undersigned **Grantor**, and to place, construct, reconstruct, erect, excavate, add to, relocate, rebuild, modify, change operating voltage level, repair, replace, patrol, operate and maintain on, over, and under the described lands, and in and upon all streets, roads, highways and other rights of way abutting said premises, overhead lines and underground cables of one or more circuits to serve as service, distribution, or transmission lines, or combinations of all, to transmit electrical energy and communications, including but not limited to poles, towers, wires, buried cable, guys, brace poles, guy wires, anchors, and other appurtenances necessary thereto, together with the right of ingress and egress to and from the lines of the Cooperative, over the lands of Grantors, which said lands

of Grantors situated in the County of Benton, State of Arkansas, are described as follows:

See Attachment A

Part of Section 19, Township 18N, Range 30W

Part of Section 20, Township 18N, Range 30W

The location of the right-of-way easement on the above described premises shall be determined by the Cooperative and shall have a cross-section as shown in Figure 1 of this easement with the tract being generally described as follows:

See Attachment A

Easement Description

with centerline being finally determined as constructed.

At points of angle and termination in the line, Cooperative shall have the right to place anchors, stub poles, and guy wires outside of the width shown on the cross-section drawing in Figure 1 and said easement shall also extend 10' in all directions from all anchors, stub poles, and guy wires. The extension of the easement for the anchors, stub poles and guy wire shall be finally determined as they are constructed.

Grantors do also hereby grant and convey to Cooperative the perpetual right to clear and keep clear by cutting, trimming, spraying or removing by any other manner all brush, trees, timber, and vegetation within the defined easement and, at the Cooperative's option, to cut or top all other trees outside of the defined easement that would in the sole opinion of the Cooperative, endanger or be a hazard to the operation and maintenance of the lines. And to dispose of trees and brush in any manner desired by the Cooperative. And agree that no shrubs or trees shall be planted within the defined easement. And further agrees that no structures will be erected within 15 feet of the finally constructed centerline.

Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said line by Cooperative. Grantors further agree that Grantors will not make or allow others to make any attachments to any lines, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

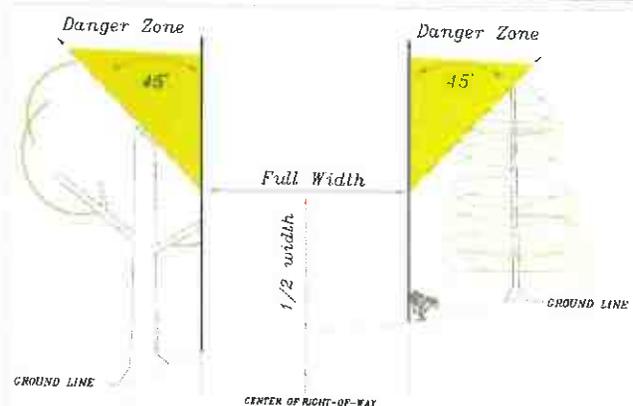


Figure 1 - Typical Easement Cross-section

Grantors agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantors' property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantors covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantors have set their hands and seal on this _____ day of _____, 20____.

Signature of Grantor 1

Signature of Grantor 2

Printed Name of Grantor 1

Printed Name 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 therein mentioned and set forth.

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

Notary Public

My Commission Expires: _____

(SEAL)

ATTACHMENT A Utility Easement

Easement Description:

FROM THE NE CORNER OF THE PROPERTY, THENCE SOUTHERLY APPROXIMATELY 30 FEET TO THE CENTER AND BEGINNING OF A 30 FOOT WIDE EASEMENT, THENCE WESTERLY APPROXIMATELY 2,000 FEET TO THE END OF EASEMENT.

ALSO:

FROM THE NW CORNER OF THE PROPERTY, THENCE EASTERLY AN APPROXIMATE 35 FEET TO THE CENTER AND BEGINNING OF A 30 FOOT WIDE EASEMENT, THENCE SOUTHEASTERLY AN APPROXIMATE 45 FEET, THENCE SOUTHERLY AN APPROXIMATE 1,950 FEET, THENCE WESTERLY AN APPROXIMATE 55 FEET TO THE END OF EASEMENT.
ALL SUBJECT TO THE ROAD RIGHTS-OF-WAYS

Property Description:

The North 3/4 of the W 1/2 of the NE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

Tract B-3:

(PIN 21-00167-545)

The W 1/2 of the W 1/2 of the SW 1/4 of Section 20, T-18-N, R-30-W, Benton County, Arkansas.

AND

(PIN 21-00167-470)

The E 1/2 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

LESS & EXCEPT A tract in the NW corner of said 80.00 acre tract, described as follows: Beginning at the NW corner of said 80.00 acre tract, and running thence East 40 rods; thence South 60 rods; thence West 40 rods; thence North 60 rods to the place of beginning.

LESS & EXCEPT A part of the SE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas, being more particularly described as follows: From a found 1/2 inch rebar representing the SW corner of the SE 1/4 of the SE 1/4 of said Section 19; thence N 02°24'27" E, 608.55 feet; thence S 87°31'56" E, 37.12 feet to the point of beginning; thence N 02°16'36" E, 50.00 feet; thence S 87°31'56" E, 121.53 feet; thence S 02°28'04" W, 50.00 feet; thence N 87°31'56" W, 121.36 feet to the point of beginning, containing 0.14 acres, more or less, and subject to any easements and/or rights-of-way of record, if any.

The above described Tracts A & B-3 being more particularly described on a plat of survey by David A. Wilkins, PLS #1439, dated November 2012 and designated as job #12932, as follows:

The E 1/2 of the SE 1/4 of Section 19, T-18-N, R-30-W, and the W 1/2 of the W 1/2 of the SW 1/4 of Section 20, T-18-N, R-30-W of the Fifth Principle Meridian, City of Springdale, Benton County, Arkansas, being more particularly described as follows:

Beginning at a found 1/2" rebar for the SW corner of the SE 1/4 of the SE 1/4 of said Section 19, thence N 02°24'27" E, a distance of 1671.79 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence N 02°27'51" E, a distance of 982.26 feet to the NW corner of the NE 1/4 of the SE 1/4 of said Section 19; thence S 87°55'57" E, a distance of 1335.40 feet to a set iron pin with orange plastic cap "ESI COA 131" for the NE corner of said forty acre tract; thence S 86°26'02" E, a distance of 659.41 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence S 02°28'04" W, a distance of 2655.17 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence N 86°35'41" W, a distance of 660.91 feet to a found 1/2" rebar for the SE corner of said SE 1/4, SE 1/4; thence N 87°48'22" W, a distance of 1332.93 feet to the point of beginning, containing 121.58 acres (5,295,990 square feet, more or less), and being subject to any easements, covenants or rights of way of record, if any.

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

EXHIBIT

