

- **The next City Council Committee Meeting will be Tuesday, January 20th, 2026.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, January 13th, 2026**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Lawson

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk
3. Recognition of a Quorum.
4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes – **Tuesday, December 9th, 2025.** Pgs 168-189
6. **A Public Hearing** on a proposed ordinance to vacate a storm drainage easement on property owned by Cargill Meat Solutions, Presented by Ernest Cate, City Attorney.

7. Procedural Motions

- A. Entertain Motion to read all Ordinances and Resolutions by title only.
- B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 9, 12, & 13 (Motion must be approved by two-thirds (2/3) of the council members).*

8. Appointments and Reappointments

- A. **A Resolution** approving the reappointment of Mark Cloud and Chris Hussein to the Springdale Planning Commission. Presented by Mayor Sprouse **Pgs. 1-2**

- 9. An Ordinance** amending Ordinance No 3144; An Ordinance amending Ordinance No. 4968, which annexed certain real property to the City of Springdale, Arkansas, pursuant to ARK. Code Ann. §14-40-2002; and declaring an emergency. Presented by Ernest Cate, City Attorney. **Pgs. 3-11**

10. Finance Committee by Chairman Jeff Watson – **All Item(s) forwarded with recommendation for approval**

- A. **A Resolution** authorizing submission of an EDA FY25 Disaster Supplemental Grant Application. Presented by Colby Fulfer, Chief of Staff. **Pgs. 12-15**
- B. **A Resolution** authorizing the execution of a professional services agreement for construction phase services for Gene George Boulevard South Extension Phase II–Project No. 23BPS18. Presented by Ben Peters, Engineering Director. **Pgs. 16-41**

- C. **A Resolution** expressing the willingness of the City of Springdale to partner with the Arkansas Department of Transportation to improve the intersections of Highway 71B and Don Tyson Parkway, Highway 71B and Highway 412(Robinson Avenue), and Highway 265 and Don Tyson Parkway. Presented by Ben Peters, Engineering Director. Pgs. 42-43

- D. **A Resolution** authorizing the execution of a professional services agreement for construction phase services for Don Tyson Parkway Extension Project No. 23BPS2. Presented by Ben Peters, Engineering Director. Pgs. 44-69

- E. **A Resolution** authorizing changes in the City of Springdale’s 401(a) Retirement Plan and 4574(b) Deferred Compensation Plan. Presented by Gina Lewis, HR Director. Pgs. 70-116

- F. **A Resolution** amending the 2025 Budget of the City of Springdale. Presented by Courtney Kremer, Animal Services Director. Pgs. 117-121

- G. **A Resolution** authorizing the expenditure of funds to acquire property from the Randy & Bettinna Coger Revocable Trust for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6. Presented by Ernest Cate, City Attorney. Pgs. 122-132

11. Police and Fire Committee by Chairman Brian Powell – All Item(s) forwarded with recommendation for approval

- A. **A Resolution** authorizing the purchase of AV equipment for the Springdale Fire Department (Project No. CP2504) Presented by Anna McKinney, Deputy Chief of Staff. Pgs. 133-140

12. **An Ordinance** vacating and abandoning a storm drainage easement, Pursuant to ARK., Code ANN. §14-301-301, et seq., declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 141-143
13. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 144-167
14. Comments from Council Members.
15. Comments from Department Heads.
16. Comments from City Attorney.
17. Comments from Mayor.
18. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
REAPPOINTMENT OF MARK CLOUD
AND CHRIS HUSSEIN TO THE
SPRINGDALE PLANNING COMMISSION**

WHEREAS, Mark Cloud and Chris Hussein currently serve on the Springdale Planning Commission, with an upcoming expiring term on January 31, 2026; and

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

WHEREAS, the Mayor has selected Mark Cloud and Chris Hussein to be reappointed to the Springdale Planning Commission, in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor hereby reappoints Mark Cloud and Chris Hussein to the Springdale Planning Commission with new terms that are set to expire on January 31, 2030.

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

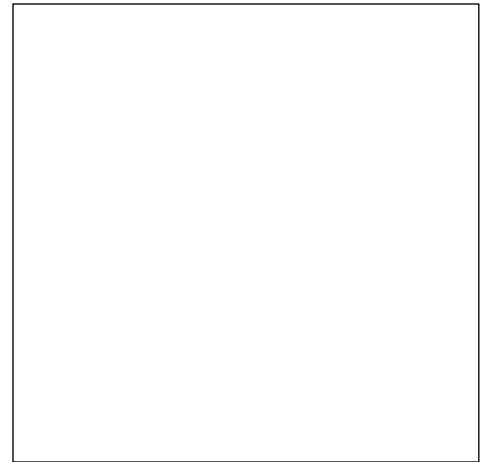
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3144;
AN ORDINANCE AMENDING ORDINANCE NO. 4968,
WHICH ANNEXED CERTAIN REAL PROPERTY TO
THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT
TO ARK. CODE ANN. §14-40-2002; AND DECLARING
AN EMERGENCY.**



WHEREAS, on September 25, 2001, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 3144, which Ordinance annexed certain real property to the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002; said Ordinance being filed in the land records of Washington County, Arkansas, on October 15, 2001, as File No. 2001128566;

WHEREAS, on October 27, 2015, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4968, which Ordinance annexed certain real property to the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002; said Ordinance being filed in the land records of Washington County, Arkansas, on November 3, 2015, as File No. 2015-00031314;

WHEREAS, the legal descriptions in the aforementioned Ordinances did not include the right-of-way of State Highway 412 (as shown the attached Exhibit);

WHEREAS, the omission of the right-of-way of State Highway 412 from the legal descriptions in the aforementioned Ordinances has created confusion among first-responders as to which agency is responsible for handling accidents or other incidents taking place in the right-of-way of State Highway 412 at this location;

WHEREAS, the City of Springdale wishes to eliminate this current confusion by annexing, by way of amending the aforementioned Ordinances, the right-of-way of State Highway 412 inadvertently left out of the aforementioned Ordinances, and as shown on the attached Exhibit;

WHEREAS, the City of Springdale and the City of Tontitown have consulted with the GIS Office of the State Department of Transformation and Shared Services, and said office has issued a GIS coordination letter for this proposed amendment/annexation, pursuant to Ark. Code Ann. §14-40-101; and,

WHEREAS, the City of Springdale, as annexing municipality pursuant to Ark. Code Ann. §14-40-2002, by the adoption of this Ordinance, does hereby commit to take substantial steps within 90 calendar days after the adoption of this Ordinance toward making municipal services available to the Property being annexed herein, and within each 30 day period thereafter, to continue to take steps demonstrating a consistent commitment to provide the requested municipal services to the Property within a reasonable time.

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

SECTION 1: Ordinance No. 3144 of the City of Springdale, Arkansas, filed in the land records of Washington County, Arkansas, on October 15, 2001, as File No. 2001128566, is hereby amended to include the following described property:

Part of the Southeast Quarter of the Northeast Quarter of Section 6, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to wit: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 6; thence West 1125 feet; thence South 990 feet; thence East 207 feet; thence South to the existing centerline of U.S. Hwy 412 (W. Sunset Ave.); thence East 914.50 feet; thence North to the point of beginning and containing 35.52 acres, more or less.

SECTION 2: Ordinance No. 4968 of the City of Springdale, Arkansas, filed in the land records of Washington County, Arkansas, on November 3, 2015, as File No. 2015-00031314, is hereby amended to include the following described property:

Part of the East Half of the Southeast Quarter of Section (6), Township Seventeen (17) North, Range Thirty (30) West, described as follows: Beginning at the Southeast corner of said 80 acre tract and running thence West 40.44 rods; thence North 88 rods; thence East 4.89 rods; thence North to the existing centerline of U.S. Hwy 412 (W. Sunset Ave.); thence East 35.55 rods; thence South to the place of beginning and containing 40.00 acres, more or less.

SECTION 3: The City of Springdale, Arkansas hereby makes a commitment to provide municipal services to the Property, and to take substantial steps within ninety (90) days after the passage of this ordinance to make the services available and, within each thirty-day period thereafter, continue taking steps demonstrating a consistent commitment to make the services available.

SECTION 4: Given the commitment made by the City of Springdale, Arkansas, to provide the aforementioned services, the Property is therefore accepted for annexation into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002, and the Property shall hereafter be a part of the City of Springdale.

SECTION 5: The Property is hereby assigned to Ward 3 of the City of Springdale, Arkansas.

SECTION 6: 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, ADOPTED, AND APPROVED this _____ day of _____,
2026.

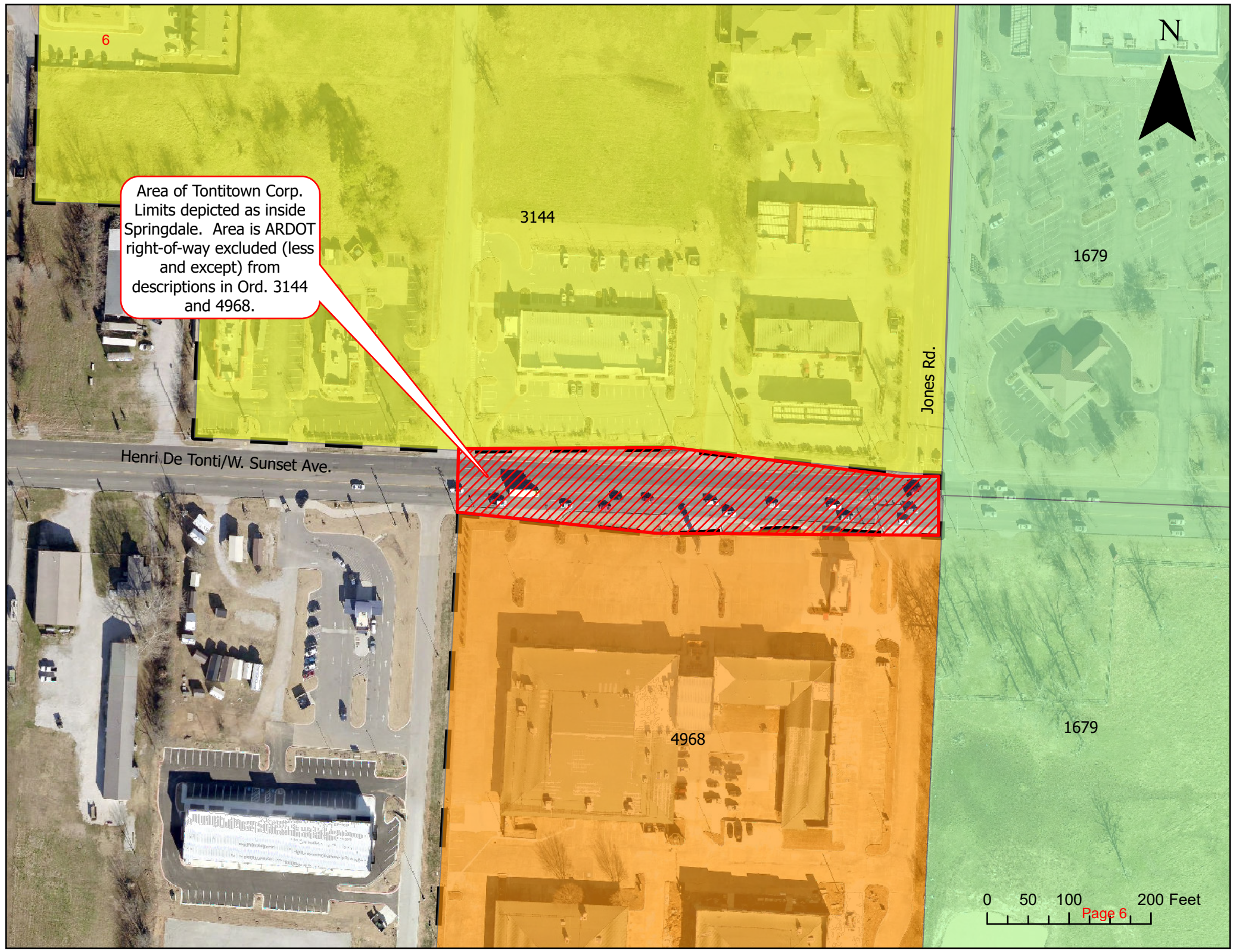
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



6

Area of Tontitown Corp. Limits depicted as inside Springdale. Area is ARDOT right-of-way excluded (less and except) from descriptions in Ord. 3144 and 4968.

3144

Jones Rd.

1679

N

Henri De Tonti/W. Sunset Ave.

4968

1679

0 50 100 200 Feet
Page 6

October 7, 2024

Honorable Mayor Doug Sprouse
201 Spring St.
SPRINGDALE, AR 72764

RE: City of Springdale Annexation Coordination Requirement

Mayor Sprouse,

Thank you for coordinating with our office as you seek to annex property into the City of Springdale, located in Section 6, Township 17 North, Range 30 West, Washington County, Arkansas. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait for the completion of additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after the appropriate filing by your County Clerk. The status of your proposed annexation can be viewed at <https://gis.arkansas.gov/checkmycity>

Sincerely,



Niki Bittle, GIS Analyst

Attachments:

GIS Office Map of Proposed Annexation

Legal Description

Secretary of State Municipal Change Checklist

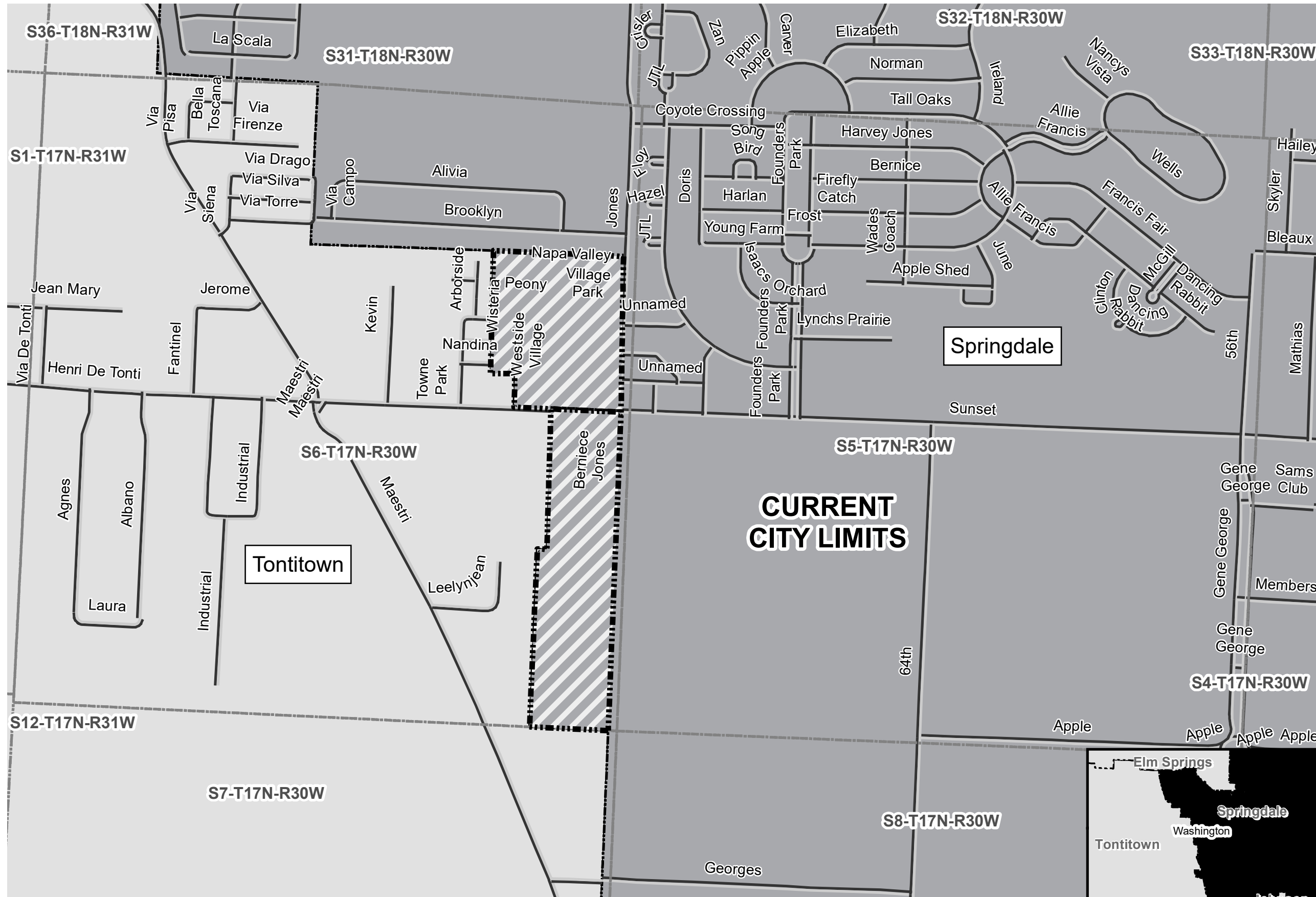
Proposed Annex: City of Springdale October 2024






City: Springdale
Mayor: Doug Sprouse

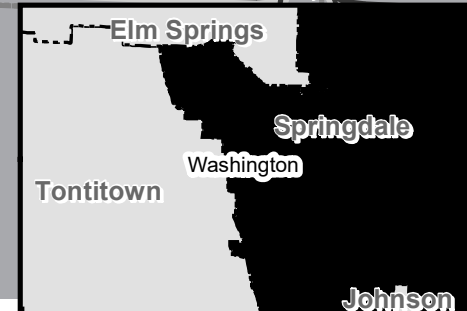
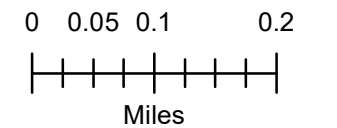
Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



-  Proposed Annex
-  Sections
-  Minor Road
-  Existing City
-  Neighboring City



Revised legal for Ordinance 3144

Part of the Southeast Quarter of the Northeast Quarter of Section 6, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to wit: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 6; thence West 1125 feet; thence South 990 feet; thence East 207 feet; thence South to the existing centerline of U.S. Hwy 412 (W. Sunset Ave.); thence East 914.50 feet; thence North to the point of beginning and containing 35.52 acres, more or less.

Revised legal for Ordinance 4968

Part of the East Half of the Southeast Quarter of Section (6), Township Seventeen (17) North, Range Thirty (30) West, described as follows: Beginning at the Southeast corner of said 80 acre tract and running thence West 40.44 rods; thence North 88 rods; thence East 4.89 rods; thence North to the existing centerline of U.S. Hwy 412 (W. Sunset Ave.); thence East 35.55 rods; thence South to the place of beginning and containing 40.00 acres, more or less.



Arkansas Secretary of State

John Thurston Arkansas Secretary of State, 500 Woodlane Ave, Little Rock, AR 72201-1094

Municipal Boundary Change Checklist

Act 655 of 2017 and A.C.A. §14-40-103

County: _____ City/Town: _____

City Ordinance/Resolution No: _____ Date approved: _____

County Court Case No: _____ Date Order Filed: _____

Type: _____
(Choose from the list of Arkansas Code Sections located on the back)

Date Change Effective: _____ Set by: Municipal Ordinance Emergency Clause Court Default
(Required by Act 655 of 2017)

For Circuit Court Challenge: Date Order Filed: _____ Upheld Overturned Other (attach explanation)

Please indicate which ward(s) the territory will be assigned to: _____
(See A.C.A § 14-40-203)

Initiating party:

All Landowners Majority Landowners Municipal Governing Body State Other _____

Supporting Documentation attached (check all that apply):

- File marked copy of City Ordinance/Resolution (required)
- File marked copy of County Court Order or certified annexation election results (required except for A.C.A. §14-40-501)
- Copy of Arkansas GIS approved printed map and certification letter (required)
- Proof of Publication for all Legal Notices (include Hearing, Election, and City Ordinance/Resolution notices)
- File marked copy of Petition Part (if applicable)
- File marked copy of Complaint and final Circuit Court Order (Court Challenge only)

Municipal Contact:

Name: _____ Title: _____

Street Address: _____

City: _____ St: _____ Zip code: _____

Complete one form per ordinance/resolution, attach it as a cover page to the supporting document set and submit to the County Clerk's Office within 45 days of the Effective Date as required by Act 655 of 2017

County Official:

Signature: _____ Title: _____

Date: _____

Pursuant to Act 655 of 2017, County Officials must submit a file-marked copy of municipal boundary change documents within 30 days of receipt to: Arkansas Secretary of State, Attn: Municipal Boundary Filing, 500 Woodlane Ave Suite 256, Little Rock, AR 72201-1094

Office of the Arkansas Secretary of State use only

Received by: _____

Municipal Annexation, Detachment, and Incorporation Reference

- Annexation of Territories Contiguous to County Seat A.C.A §14-40-201
- Annexation of Territories in another Judicial District (multiple county seats) A.C.A. §14-40-202
 - Annexation of City Park or Airport (automatic) A.C.A §14-40-204
- Annexation of building on boundary of two municipalities (written notice) A.C.A. §14-40-207
 - Annexation by Election (contiguous land) A.C.A. §14-40-302
 - Annexation of land in adjoining County A.C.A §14-40-401
- Annexation of surrounded unincorporated area (island/doughnut holes) by ordinance A.C.A. §14-40-501
 - Annexation by Petition of majority of Landowners A.C.A. §14-40-602
 - Annexation by Petition of all Landowners A.C.A §14-40-609
- Consolidation of two municipalities by Election A.C.A §14-40-1201
- Annexation with Detachment from another municipality at landowner request A.C.A §14-40-2001
 - Annexation with Detachment from adjoining city at city request A.C.A §14-40-2101
 - Detachment of Land annexed by petition under §14-40-601 A.C.A §14-40-608
 - Detachment of municipal lands back to County by election A.C.A. §14-40-1801
 - Detachment of unsuitable land by municipal resolution A.C.A §14-40-1901
 - Incorporation by direct petition of landowners A.C.A §14-38-101
 - Incorporation by petition for special election A.C.A §14-38-115
- Surrender of Charter (Disincorporation) by second class city A.C.A §14-39-101

[DRAFT] RESOLUTION OF THE CITY OF SPRINGDALE, ARKANSAS
RESOLUTION AUTHORIZING SUBMISSION OF AN EDA FY25 DISASTER
SUPPLEMENTAL GRANT APPLICATION

PURPOSE: AUTHORIZE THE CITY OF SPRINGDALE TO FORMALLY APPLY FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER SUPPLEMENTAL GRANT AND COMMIT REQUIRED MATCHING FUNDS

WHEREAS, The Economic Development Administration (EDA) FY 2025 Disaster Supplemental Grant Program makes approximately \$1.45 billion in disaster recovery funding available to American communities that received major disaster declarations due to hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024; and

WHEREAS, the City of Springdale (the “City”) experienced a 2024 federally declared disaster-- Arkansas Severe Storms, Straight-line Winds, Tornadoes, and Flooding (DR-4788-AR) and is authorized by this grant to apply for a Disaster Supplemental grant for economic development infrastructure; and

WHEREAS, the City has determined the need to construct a resilient hangar facility at the Springdale Municipal Airport to house the Arkansas National Guard’s emergency response unit and to establish transformational workforce training programs in aerospace, defense logistics, and disaster-response occupations; and

WHEREAS, the City is authorized to submit a grant application to apply for a Disaster Supplemental grant funding under the Implementation Path – designed to address the economic challenges faced by a community recovering from a natural disaster and improve economic trajectories beyond pre-disaster economic conditions, to accept this EDA award, and to act as the lead applicant; and

WHEREAS, Mr. Colby Fulfer, City Administrator, is designated to serve as the Authorized Organizational Representative (AOR) for the submission of the grant application; and

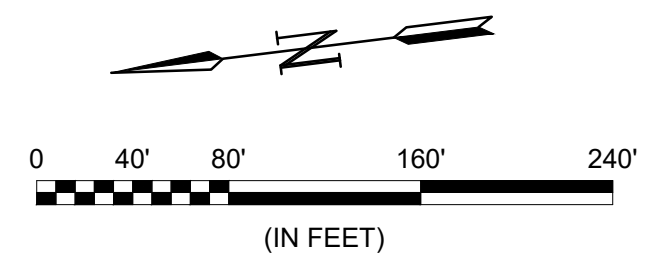
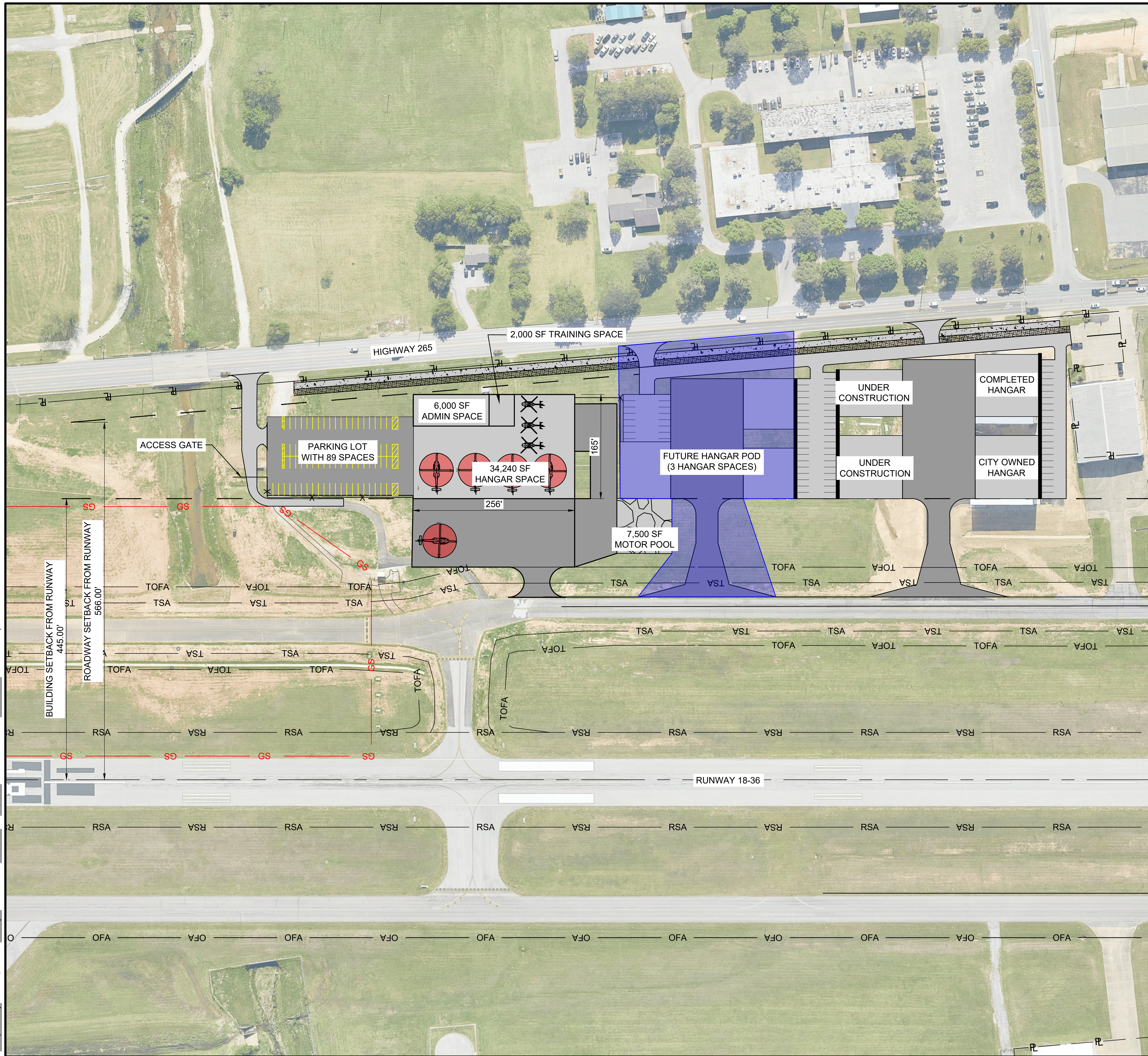
WHEREAS, the City has the financial capability and commits to provide the necessary amount to satisfy a non-federal match requirement equal to 20% of the total project cost of the Regional Resilience Hangar and Workforce Training Hub; and

WHEREAS, the City acknowledges that the non-federal contribution of 20% will: (i) be committed to the project for the period of performance, (ii) be available as needed, and (iii) not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of EDA investment assistance.

BE IT RESOLVED by the Council of the City of Springdale that the City be authorized to make application to the Economic Development Administration for a Disaster Supplemental grant requesting \$11,469,600 which the City will match with 20% of the cost of the project, currently estimated at \$2,867,400 resulting in an estimated total project cost of \$14,337,000, for the Regional Resilience Hangar and Workforce Training Hub; and

BE IT FURTHER RESOLVED that the Council of the City of Springdale directs the City Administrator to execute and deliver any and all agreements and documents relating to said grant and required for purposes of the same and are further authorized and directed if said grant is awarded to accept such funds pursuant to the terms of the grant application.

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Last plotted by: Romisch, Olivia F. Plot Style: AECommon.ctb Plot Scale: 1:1 Plot Date: 11/12/2025 2:38 PM Plotter used: DWG To PDF, #3



LEGEND

- PROPOSED ASPHALT PARKING LOT
- PROPOSED HANGAR
- TSA — TAXILANE SAFETY AREA
- TOFA — TAXILANE OBJECT FREE AREA
- GS — GLIDESLOP CRITICAL AREA
- P — PROPERTY LINE
- X — PROPOSED FENCE

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REV.	DATE	DESCRIPTION	BY

SPRINGDALE MUNICIPAL AIRPORT
 SPRINGDALE, ARKANSAS
WEST PERIMETER ROAD

EAST SIDE HANGAR DEVELOPMENT

JOB NO.:
DATE: APRIL 2025
DESIGNED BY: GJT
DRAWN BY: OFR

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXB 1
SHEET NUMBER
1

**SPRINGDALE MUNICIPAL AIRPORT
EAST SIDE NATIONAL GUARD DEVELOPMENT
ENGINEER'S OPINION OF PROBABLE COST
EAST SIDE ALTERNATIVE**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S OPINION OF PROBABLE COST	
					UNIT PRICE	AMOUNT
1	-	Administrative Space (Offices, Classrooms, Bathrooms, Storage, etc)	SF	6,000	\$450.00	\$2,700,000.00
2	-	Training Space	SF	2,000	\$450.00	\$900,000.00
2	-	Hangar Building Space (Aircraft Storage)	SF	32,240	\$200.00	\$6,448,000.00
3	-	108' W x 20' T Hangar Door	EA	2	\$150,000.00	\$300,000.00
3	-	30' W x 14' T Hangar Door	EA	1	\$75,000.00	\$75,000.00
4	-	Apron and Taxiway Pavement (Asphalt)	SY	5,600	\$180.00	\$1,008,000.00
4	-	Anti-Terrorism Force Protection (ATFP) Bollards	LS	1	\$60,000.00	\$60,000.00
5	-	Parking Lot and Access Road Pavement, Marking, and Landscaping	SY	6,400	\$125.00	\$800,000.00
5	-	Airport Security Fence	LF	500	\$60.00	\$30,000.00
6	-	Electronic Access Gates	EA	2	\$30,000.00	\$60,000.00
6	-	Electrical Service Installation	LS	1	\$30,000.00	\$30,000.00
7	-	Water/Sewer Line Extension	LF	500	\$240.00	\$120,000.00
7	-	Gravel Motor Pool Parking Lot	SY	900	\$50.00	\$45,000.00

TOTAL CONSTRUCTION COST - SCHEDULE 1 \$12,576,000.00

ENGINEERING SERVICES (Est. 10%) \$1,258,000.00

CONSTRUCTION SERVICES (Est. 4%) \$503,000.00

TOTAL PROJECT COST \$14,337,000.00

RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION PHASE SERVICES FOR
GENE GEORGE BOULEVARD SOUTH EXTENSION,
PHASE II - PROJECT NO. 23BPS18

WHEREAS, The City of Springdale contracted with Engineering Services, Inc. for the design of the Gene George South Extension, Phase II from S 56th Street to New Hope Road; and

WHEREAS, Construction Phase Services are needed for construction, and ESI was selected as the most qualified firm; and,

WHEREAS, ESI has submitted an agreement for these service at an hourly not to exceed cost of \$276,225.

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

Section 1. The Mayor and City Clerk are authorized to execute a professional services agreement with ESI in the amount of \$276,225 for Gene George South Extension, Phase II to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
ENGINEERING SERVICES, INC.
for
CONSTRUCTION PHASE SERVICES for
GENE GEORGE BOULEVARD SOUTH EXTENSION – PHASE 2
CITY PROJECT NO. 18BPS11

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and Engineering Services, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

PROJECT DESCRIPTION: Construction Phase Services for Street improvements of Approximately 4,000 LF of street improvements, 2,300 LF of storm drainage improvements, 4,500 SY of sidewalk/trail construction, lighting, landscaping, and other miscellaneous items associated with street construction.

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

ARTICLE I GENERAL

- Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.
- Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:
- 1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
 - 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.
- Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.
- Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.
- Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

ENGINEER: Engineering Services, Inc.
1207 South Old Missouri Road
Springdale, AR 72764 (Physical Address)
P.O. Box 282
Springdale, AR 72765-0282 (Mailing Address)

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment “A”, which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY’s requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment “B”.
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment “A” to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.
- Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment “C”.
- Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment “C” and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER’s profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The

ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE V RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or

Property Damage

- a. Completed Operation/Products
- b. Contractual Liability for Specified Agreement
- c. Personal Injury
- d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

Bodily injury and Property Damage Combined Including: (See Note 1)

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the

ENGINEER's control.

- Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at

CITY's sole risk and without liability or legal exposure to ENGINEER.

- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI

HAZARDOUS ENVIRONMENTAL CONDITIONS

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII TERMINATION

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:
- 12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Brian J. Moore, P.E., President
Title

Attest

Attest

Sabra Jeffus, City Clerk
Title

Jason Appel, P.E., Secretary/Treasurer
Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CONSTRUCTION PHASE SERVICES for
GENE GEORGE BOULEVARD SOUTH EXTENSION – PHASE 2
CITY PROJECT NO. 18BPS11

1. Scope of Project

- a. **PROJECT DESCRIPTION:** Construction Phase Services for Street improvements of Approximately 4,000 LF of street improvements, 2,300 LF of storm drainage improvements, 4,500 SY of sidewalk/trail construction, lighting, landscaping, and other miscellaneous items associated with street construction.
- b. Provide construction phase services for the duration of the construction of the project:
 - ENGINEER shall have a Resident Project Representative present at construction site during relocation work for and/or by franchise utilities to observe and create an accurate record of relocation activities.
 - ENGINEER shall have a Resident Project Representative at construction site whenever CONSTRUCTION CONTRACTOR is working on the project to observe and create an accurate record of construction activities.
 - Prepare daily log entries of construction activities and compile reports summarizing activities. All data to be provided to CITY electronically via Project Website, with hard copies to be provided when requested.
 - Attend regular construction meetings with CITY and CONSTRUCTION CONTRACTOR.
 - Review monthly applications for payment from CONSTRUCTION CONTRACTOR and prepare monthly pay estimates for CITY. Prepare any necessary change orders for revisions to construction contract.
- c. Relocation of existing water and sanitary sewer facilities owned by the Springdale Water and Sewer Commission are to be included in the design and street construction contracts. (Relocation of existing lines only - upgrades or extensions are specifically omitted and require additional compensation through an amended agreement or a separate agreement with Springdale Water and Sewer Commission).

2. Construction Phase Services

Engineer shall provide construction phase services for the duration of the construction of the project. During the construction phase of work, the Engineer will accomplish the following:

- a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish Professional Engineer to make periodic visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the CONSTRUCTION ENGINEER will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the CONSTRUCTION ENGINEER cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take. The Professional Engineer shall:
 - (1) Make periodic visits to project site with additional visits when specifically requested by Resident Project Representative or CITY and for installation of key infrastructure components, excavations and boring activities, or other technically demanding activities.
 - (2) Review the progress schedule, review Shop Drawing submittals, and review schedule of values prepared by Contractor and consult with Resident Project Representative and CITY concerning acceptability.
 - (3) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a Request for Information (RFI) shall be submitted to the CONSTRUCTION ENGINEER. The Professional Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.
 - (4) Consider and evaluate CONSTRUCTION CONTRACTOR's suggestions for modifications to Drawings and Specifications and report such suggestions along with Professional Engineer's recommendation(s) to CITY. Transmit in writing and electronically to the CONSTRUCTION CONTRACTOR the decision of the CITY.
 - (5) Prepare and upload the weekly project summary report based on site visits as well as Resident Project Representative's daily log records, photos, video, and any testing results or reports.

- (6) For any issues which arise requiring a decision or authorization from CITY, Professional Engineer will upload any supporting materials or documentation to the Project Website. Professional Engineer will contact CITY by telephone and/or electronic mail to ensure CITY is aware an authorization or a decision is required.
- d. Furnish a Resident Project Representative to assist the Professional Engineer in observing the progress and locations of relocated facilities by franchise utility companies and in observing progress and quality of work by CONSTRUCTION CONTRACTOR during construction of the PROJECT. Through the Resident Project Representative's observations of the franchise utility relocation work in progress CONSTRUCTION ENGINEER shall endeavor to ensure relocated facilities are located appropriately to avoid conflicts with relocation of other utilities and with proposed street improvements. Through the Resident Project Representative's observations of CONSTRUCTION CONTRACTOR's work in progress and field checks of materials and equipment, CONSTRUCTION ENGINEER shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Resident Project Representative shall consist of the following:
- (1) Be at project site intermittently during relocation of franchise utility facilities to verify proposed and actual installation locations for all utilities to avoid conflicts between facilities being relocated and other utilities as well as between relocated utilities and proposed street improvements by CONSTRUCTION CONTRACTOR.
 - (2) Coordinate survey field crew presence as needed to collect field data related to locations of relocated franchise utility facilities for use in avoiding conflicts with subsequent utility relocation work by other franchise utilities and with subsequent construction of proposed street improvements by CONSTRUCTION CONTRACTOR.
 - (3) Be at project site during all construction activities as well as any related events, such as testing and/or inspections.
 - (4) Resident Project Representative shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over CONSTRUCTION CONTRACTOR's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by franchise utility or CONSTRUCTION CONTRACTOR, for security or safety at the project site, for safety precautions or programs incident to CONSTRUCTION CONTRACTOR's work in progress, or for any failure of CONSTRUCTION CONTRACTOR to comply with Laws and Regulations applicable to CONSTRUCTION CONTRACTOR's performance. The CONSTRUCTION ENGINEER, through provision of the Resident Project Representative, neither guarantee the performances of the CONSTRUCTION CONTRACTOR nor assumes the responsibility for CONSTRUCTION

CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Resident Project Representative shall act as the representative of the CONSTRUCTION ENGINEER at the Project Site and shall act as directed by and under the supervision of the CONSTRUCTION ENGINEER. Resident Project Representative shall in general coordinate only with CONSTRUCTION ENGINEER and CONSTRUCTION CONTRACTOR regarding CONSTRUCTION CONTRACTOR's performance and shall only deal with Sub-Contractors through or with full prior knowledge and approval of CONSTRUCTION CONTRACTOR. Resident Project Representative in general shall only communicate with CITY with prior knowledge of or at the direction of the CONSTRUCTION ENGINEER. Resident Project Representative is an agent of the CONSTRUCTION ENGINEER and shall not be subject to instructions or direction from CITY or CONSTRUCTION CONTRACTOR. In the event CITY or CONSTRUCTION CONTRACTOR with to provide direction or instruction to Resident Project Representative, they will do so through CONSTRUCTION ENGINEER rather than direct communication to Resident Project Representative.

(4) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(5) Conduct on-site observations of the Contractor's work in progress to assist Professional Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(6) Report to Professional Engineer whenever Resident Project Representative believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Professional Engineer of that part of work in progress that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(7) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Professional Engineer. Such visits should also be noted in weekly report to CITY.

(8) Prepare daily log entries recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test

procedures; and upload log entries to Project Website along with photos and/or video taken illustrating work and site conditions.

(9) Maintain records for use in preparing Project documentation.

(10) Resident Project Representative will be issued and have on hand at all times an electronic device (tablet computer) with the ability to access internet through cellular network and with all necessary software and hardware required to take pictures and video, prepare daily log entries, make notations on electronic copies of plans, and upload, view, and download files from Project Website.

(11) Resident Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- Exceed limitations of CONSTRUCTION ENGINEER’s authority as set forth in this Agreement.
- Undertake any of the responsibilities of CONSTRUCTION CONTRACTOR, Subcontractors, or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONSTRUCTION CONTRACTOR’s work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CITY or CONSTRUCTION CONTRACTOR.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Professional Engineer.
- Accept shop drawing or sample submittals from anyone other than CONSTRUCTION CONTRACTOR.
- Authorize CITY to occupy the PROJECT in whole or in part.

- e. Attend progress/coordination meetings with the CITY/CONSTRUCTION CONTRACTOR.
- f. Set up, prepare for and attend utilities coordination meeting(s).
- g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the CONSTRUCTION ENGINEER on the shop drawings during this review will not relieve CONSTRUCTION CONTRACTOR from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The CONSTRUCTION CONTRACTOR will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- h. Maintain a set of working drawings which will be provided to CITY at completion of PROJECT.
- i. When authorized by the CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- j. Attend, along with the CITY's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the CONSTRUCTION CONTRACTOR.
- k. Prepare a final Reconciliation Change Order and final pay estimate.
- l. Coordinate geotechnical services during construction with geotechnical firm selected by CITY for verification that construction is in compliance with minimum specifications for density and compaction, as well as other CITY requirements. Any geotechnical testing will be noted in daily logs and weekly reports. Findings of completed tests will be noted in weekly reports, and geotechnical reports will be uploaded to Project Website.

3. Project Deliverables

Project deliverables for the construction phase services:

- a. Login instructions and credentials allowing CITY to access Project Website to view and download plans, daily logs, weekly reports, photos, videos, notes, testing results, pay estimates, and all other documents prepared and collected during provision of construction engineering services for PROJECT.
- b. Daily log entries by Resident Project Representative uploaded electronically to Project Website. Hard copies to be provided upon request.
- c. Weekly construction summary report consisting of a narrative generally describing all relevant information regarding the project in the preceding week, to include the general nature of work undertaken by CONSTRUCTION CONTRACTOR during the week, any major construction milestones reached, weather conditions, number of days worked, approximate quantities/percentages of work items installed/completed, any concerns regarding construction methods, and any unusual activity or noteworthy events. Reports to be uploaded electronically to Project Website with hard copies provided upon request.
- d. Bi-weekly or semi-monthly time sheets for all CONSTRUCTION ENGINEER staff working on the project to serve as basis for invoicing and payment. Electronic copies and one hard copy to be provided with invoice.
- e. Electronic copy uploaded to Project Website for monthly pay estimate with hard copy upon request.

- f. Electronic copy uploaded to Project Website for any change orders required along with supporting documentation with hard copies upon request.

4. **General**

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- g. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT “B”**SCHEDULE****PROFESSIONAL SERVICES AGREEMENT****CITY OF SPRINGDALE, ARKANSAS****CONSTRUCTION PHASE SERVICES for
GENE GEORGE BOULEVARD SOUTH EXTENSION – PHASE 2
CITY PROJECT NO. 18BPS11**

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Construction Phase Services: ENGINEER shall continue providing Construction Phase services until construction is complete, Reconciliation Change Order and final Pay Estimate have been processed, and notice is provided by CITY to CONSTRUCTION ENGINEER that all required services have been provided.

ATTACHMENT “C”
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CONSTRUCTION PHASE SERVICES for
GENE GEORGE BOULEVARD SOUTH EXTENSION – PHASE 2
CITY PROJECT NO. 18BPS11

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- No performance of work other than that required by Attachment “A” unless additional services are authorized in writing by the CITY. Any additional services shall be performed by ENGINEER at the hourly rates listed in Exhibit 1.

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

CONSTRUCTION PHASE SERVICES for
GENE GEORGE BOULEVARD SOUTH EXTENSION – PHASE 2
CITY PROJECT NO. 18BPS11

CITY shall pay ENGINEER for services rendered by the hour not to exceed the amounts as stated below:

ANTICIPATED PROJECT COSTS BASED ON MANHOUR PROJECTIONS
GENE GEORGE SOUTH EXTENSION - PHASE 2

CONSULTANT COSTS	
CONSTRUCTION PHASE SERVICES	\$276,225.00
SUBTOTAL - CONSULTANT COSTS:	<u>\$276,225.00</u>
TOTAL PROJECT COSTS:	\$276,225.00

Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded unless the time needed to construct the proposed improvements exceeds twelve months.

Manhour projections for Construction Phase Services anticipate a twelve-month contract time for construction. In the event construction exceeds this twelve-month period, and if the not to exceed total compensation amount has been reached, CITY will pay ENGINEER for additional Construction Phase Services provided from that point until construction is completed at the hourly rates provided in Exhibit 1 unless an alternative agreement in writing has been reached by mutual consent of both parties.

CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$ 0
Utility Locates (By City)	\$ 0
Other Reimbursable Allowance	\$ 3,000
SUB-TOTAL Reimbursable Expenses	\$ <u>3,000</u>

Additional Services: Additional Services beyond the Scope provided in Attachment A shall be performed by ENGINEER at the hourly rates listed in Exhibit 1.

**ANTICIPATED MANHOURS AND SALARY COSTS-GENE GEORGE SOUTH EXTENSION - PHASE 2
CONSTRUCTION PHASE SERVICES**

A: CONSTRUCTION PHASE SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Resident Project Rep.	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$145.00 /hr.	\$145.00 /hr.	\$250.00 /hr.
Construction Engineering and Observation for Project	35	120	1450	20	4
Record Drawings and Close Out Documents	10	35		60	20
SALARY COSTS FOR A: CONSTRUCTION PHASE SERVICES	\$13,500.00	\$34,875.00	\$210,250.00	\$11,600.00	\$6,000.00
TOTAL MANHOURS:	1754		TOTAL SALARY COSTS:	\$276,225.00	

EXHIBIT 1
ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project/Design)	\$ 225.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 145.00
Resident Project Representative	\$ 145.00
Clerical	\$ 100.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO PARTNER WITH
THE ARKANSAS DEPARTMENT OF TRANSPORTATION
FOR THE FOLLOWING PROJECT:**

Springdale Intersection Improvements

WHEREAS, the City of Springdale (hereinafter called the "City") has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the "Department") to improve the intersections of Highway 71B and Don Tyson Parkway, Highway 71B and Highway 412 (Robinson Avenue), and Highway 265 and Don Tyson Parkway, as shown in Exhibit "A"; and

WHEREAS, the City has expressed interest in assuming ownership and maintenance responsibilities for Highway 71, Sections 17B & 18B from Highway 412 (Sunset Avenue) to Highway 264 (Wagon Wheel Road) and Pinewoods Road to offset the costs associated with the proposed improvements, as shown on Exhibit "A"; and

WHEREAS, the City will commit \$2,000,000 in partnering funds towards construction of the proposed improvements; and

WHEREAS, in addition to the monetary commitment, the City will handle preliminary engineering, environmental documentation, right of way acquisition, and all utility relocation for the proposed improvements; and

WHEREAS, the Department will advertise, award, and perform construction inspection for the proposed improvements; and

WHEREAS, the Department will provide up to \$25,000,000 of additional funding for construction of the proposed intersection improvements beyond the \$2,000,000 commitment from the City.

WHEREAS, if construction costs for the proposed improvements exceed \$27,000,000, the additional costs will be split equally between the City and the Department.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor, or their designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite this project.

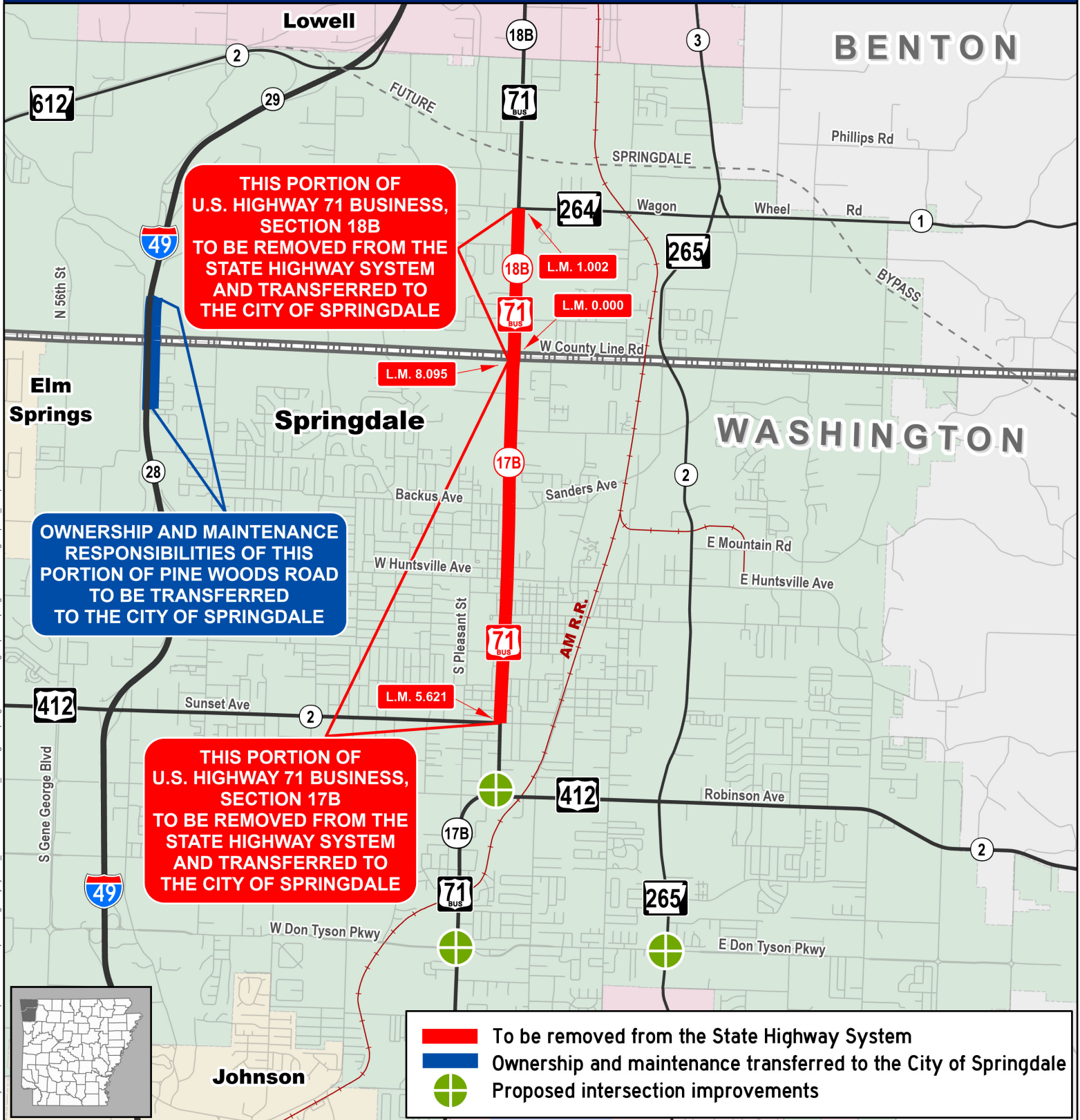
SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, _____.

Doug Sprouse
Mayor

ATTEST: _____
(SEAL)

CHANGES TO THE STATE HIGHWAY SYSTEM CITY OF SPRINGDALE BENTON AND WASHINGTON COUNTIES



THIS PORTION OF U.S. HIGHWAY 71 BUSINESS, SECTION 18B TO BE REMOVED FROM THE STATE HIGHWAY SYSTEM AND TRANSFERRED TO THE CITY OF SPRINGDALE

OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OF THIS PORTION OF PINE WOODS ROAD TO BE TRANSFERRED TO THE CITY OF SPRINGDALE

THIS PORTION OF U.S. HIGHWAY 71 BUSINESS, SECTION 17B TO BE REMOVED FROM THE STATE HIGHWAY SYSTEM AND TRANSFERRED TO THE CITY OF SPRINGDALE

- To be removed from the State Highway System
- Ownership and maintenance transferred to the City of Springdale
- + Proposed intersection improvements



EXHIBIT "A"

Document Path: \\srm1\sr\SystemInformation\System_Information_Group\GIS\SketchMap\StateHighwaySystem_Modification\Benton_Washington\SpringdalePartnershipRequest_V2.aprx

RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION PHASE SERVICES FOR DON
TYSON PARKWAY EXTENSION
PROJECT NO. 23BPS2

WHEREAS, The City of Springdale contracted with Engineering Services, Inc. for the design of the Don Tyson Parkway Extension project from Gene George Blvd to Hwy 112; and

WHEREAS, Construction Phase Services are needed for construction, and ESI was selected as the most qualified firm; and,

WHEREAS, ESI has submitted an agreement for these service at an hourly not to exceed cost of \$264,100.

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

Section 1. The Mayor and City Clerk are authorized to execute a professional services agreement with ESI in the amount of \$264,100 for Don Tyson Parkway Extension to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

ENGINEERING SERVICES, INC.

for

CONSTRUCTION PHASE SERVICES for
DON TYSON PARKWAY STREET IMPROVEMENTS
CITY PROJECT NO. 23BPS2

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and Engineering Services, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

PROJECT DESCRIPTION: Construction Phase Services for Street improvements of approximately 4,000 linear feet of Don Tyson Parkway from the existing roundabout at Gene George Boulevard west to Highway 112.

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

ARTICLE I GENERAL

- Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.
- Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:
- 1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
 - 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.
- Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.
- Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.
- Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

ENGINEER: Engineering Services, Inc.
1207 South Old Missouri Road
Springdale, AR 72764 (Physical Address)
P.O. Box 282
Springdale, AR 72765-0282 (Mailing Address)

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment “A”, which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY’s requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment “B”.
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment “A” to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.
- Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment “C”.
- Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment “C” and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER’s profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The

ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE V RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or

Property Damage

- a. Completed Operation/Products
- b. Contractual Liability for Specified Agreement
- c. Personal Injury
- d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

Bodily injury and Property Damage Combined Including: (See Note 1)

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

ARTICLE VII INDEMNIFICATION AND LIABILITY

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the

ENGINEER's control.

- Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at

CITY's sole risk and without liability or legal exposure to ENGINEER.

- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI

HAZARDOUS ENVIRONMENTAL CONDITIONS

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII TERMINATION

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
 - 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:
- 12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Brian J. Moore, P.E., President
Title

Attest

Attest

Sabra Jeffus, City Clerk
Title

Jason Appel, P.E., Secretary/Treasurer
Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CONSTRUCTION PHASE SERVICES for
DON TYSON PARKWAY STREET IMPROVEMENTS
CITY PROJECT NO. 23BPS2

1. Scope of Project

- a. **PROJECT DESCRIPTION:** Street improvements for approximately 4,000 linear feet of Don Tyson Parkway from the existing roundabout at Gene George Boulevard west to Highway 112.
- b. Provide construction phase services for the duration of the construction of the project:
 - ENGINEER shall have a Resident Project Representative present at construction site during relocation work for and/or by franchise utilities to observe and create an accurate record of relocation activities.
 - ENGINEER shall have a Resident Project Representative at construction site whenever CONSTRUCTION CONTRACTOR is working on the project to observe and create an accurate record of construction activities.
 - Prepare daily log entries of construction activities and compile reports summarizing activities. All data to be provided to CITY electronically via Project Website, with hard copies to be provided when requested.
 - Attend regular construction meetings with CITY and CONSTRUCTION CONTRACTOR.
 - Review monthly applications for payment from CONSTRUCTION CONTRACTOR and prepare monthly pay estimates for CITY. Prepare any necessary change orders for revisions to construction contract.
- c. Relocation of existing water and sanitary sewer facilities owned by the Springdale Water and Sewer Commission are to be included in the design and street construction contracts. (Relocation of existing lines only - upgrades or extensions are specifically omitted and require additional compensation through an amended agreement or a separate agreement with Springdale Water and Sewer Commission).

2. Construction Phase Services

Engineer shall provide construction phase services for the duration of the construction of the project. During the construction phase of work, the Engineer will accomplish the following:

- a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish Professional Engineer to make periodic visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the CONSTRUCTION ENGINEER will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the CONSTRUCTION ENGINEER cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take. The Professional Engineer shall:
 - (1) Make periodic visits to project site with additional visits when specifically requested by Resident Project Representative or CITY and for installation of key infrastructure components, excavations and boring activities, or other technically demanding activities.
 - (2) Review the progress schedule, review Shop Drawing submittals, and review schedule of values prepared by Contractor and consult with Resident Project Representative and CITY concerning acceptability.
 - (3) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a Request for Information (RFI) shall be submitted to the CONSTRUCTION ENGINEER. The Professional Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.
 - (4) Consider and evaluate CONSTRUCTION CONTRACTOR's suggestions for modifications to Drawings and Specifications and report such suggestions along with Professional Engineer's recommendation(s) to CITY. Transmit in writing and electronically to the CONSTRUCTION CONTRACTOR the decision of the CITY.
 - (5) Prepare and upload the weekly project summary report based on site visits as well as Resident Project Representative's daily log records, photos, video, and any testing results or reports.

- (6) For any issues which arise requiring a decision or authorization from CITY, Professional Engineer will upload any supporting materials or documentation to the Project Website. Professional Engineer will contact CITY by telephone and/or electronic mail to ensure CITY is aware an authorization or a decision is required.
- d.
- Furnish a Resident Project Representative to assist the Professional Engineer in observing the progress and locations of relocated facilities by franchise utility companies and in observing progress and quality of work by CONSTRUCTION CONTRACTOR during construction of the PROJECT. Through the Resident Project Representative's observations of the franchise utility relocation work in progress CONSTRUCTION ENGINEER shall endeavor to ensure relocated facilities are located appropriately to avoid conflicts with relocation of other utilities and with proposed street improvements. Through the Resident Project Representative's observations of CONSTRUCTION CONTRACTOR's work in progress and field checks of materials and equipment, CONSTRUCTION ENGINEER shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Resident Project Representative shall consist of the following:
- (1) Be at project site intermittently during relocation of franchise utility facilities to verify proposed and actual installation locations for all utilities to avoid conflicts between facilities being relocated and other utilities as well as between relocated utilities and proposed street improvements by CONSTRUCTION CONTRACTOR.
 - (2) Coordinate survey field crew presence as needed to collect field data related to locations of relocated franchise utility facilities for use in avoiding conflicts with subsequent utility relocation work by other franchise utilities and with subsequent construction of proposed street improvements by CONSTRUCTION CONTRACTOR.
 - (3) Be at project site during all construction activities as well as any related events, such as testing and/or inspections.
 - (4) Resident Project Representative shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over CONSTRUCTION CONTRACTOR's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by franchise utility or CONSTRUCTION CONTRACTOR, for security or safety at the project site, for safety precautions or programs incident to CONSTRUCTION CONTRACTOR's work in progress, or for any failure of CONSTRUCTION CONTRACTOR to comply with Laws and Regulations applicable to CONSTRUCTION CONTRACTOR's performance. The CONSTRUCTION ENGINEER, through provision of the Resident Project Representative, neither guarantee the performances of the CONSTRUCTION CONTRACTOR nor assumes the responsibility for CONSTRUCTION

CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Resident Project Representative shall act as the representative of the CONSTRUCTION ENGINEER at the Project Site and shall act as directed by and under the supervision of the CONSTRUCTION ENGINEER. Resident Project Representative shall in general coordinate only with CONSTRUCTION ENGINEER and CONSTRUCTION CONTRACTOR regarding CONSTRUCTION CONTRACTOR's performance and shall only deal with Sub-Contractors through or with full prior knowledge and approval of CONSTRUCTION CONTRACTOR. Resident Project Representative in general shall only communicate with CITY with prior knowledge of or at the direction of the CONSTRUCTION ENGINEER. Resident Project Representative is an agent of the CONSTRUCTION ENGINEER and shall not be subject to instructions or direction from CITY or CONSTRUCTION CONTRACTOR. In the event CITY or CONSTRUCTION CONTRACTOR with to provide direction or instruction to Resident Project Representative, they will do so through CONSTRUCTION ENGINEER rather than direct communication to Resident Project Representative.

(4) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(5) Conduct on-site observations of the Contractor's work in progress to assist Professional Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(6) Report to Professional Engineer whenever Resident Project Representative believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Professional Engineer of that part of work in progress that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(7) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Professional Engineer. Such visits should also be noted in weekly report to CITY.

(8) Prepare daily log entries recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test

procedures; and upload log entries to Project Website along with photos and/or video taken illustrating work and site conditions.

(9) Maintain records for use in preparing Project documentation.

(10) Resident Project Representative will be issued and have on hand at all times an electronic device (tablet computer) with the ability to access internet through cellular network and with all necessary software and hardware required to take pictures and video, prepare daily log entries, make notations on electronic copies of plans, and upload, view, and download files from Project Website.

(11) Resident Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- Exceed limitations of CONSTRUCTION ENGINEER’s authority as set forth in this Agreement.
- Undertake any of the responsibilities of CONSTRUCTION CONTRACTOR, Subcontractors, or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONSTRUCTION CONTRACTOR’s work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CITY or CONSTRUCTION CONTRACTOR.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Professional Engineer.
- Accept shop drawing or sample submittals from anyone other than CONSTRUCTION CONTRACTOR.
- Authorize CITY to occupy the PROJECT in whole or in part.

- e. Attend progress/coordination meetings with the CITY/CONSTRUCTION CONTRACTOR.
- f. Set up, prepare for and attend utilities coordination meeting(s).
- g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the CONSTRUCTION ENGINEER on the shop drawings during this review will not relieve CONSTRUCTION CONTRACTOR from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The CONSTRUCTION CONTRACTOR will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- h. Maintain a set of working drawings which will be provided to CITY at completion of PROJECT.
- i. When authorized by the CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- j. Attend, along with the CITY's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the CONSTRUCTION CONTRACTOR.
- k. Prepare a final Reconciliation Change Order and final pay estimate.
- l. Coordinate geotechnical services during construction with geotechnical firm selected by CITY for verification that construction is in compliance with minimum specifications for density and compaction, as well as other CITY requirements. Any geotechnical testing will be noted in daily logs and weekly reports. Findings of completed tests will be noted in weekly reports, and geotechnical reports will be uploaded to Project Website.

3. Project Deliverables

Project deliverables for the construction phase services:

- a. Login instructions and credentials allowing CITY to access Project Website to view and download plans, daily logs, weekly reports, photos, videos, notes, testing results, pay estimates, and all other documents prepared and collected during provision of construction engineering services for PROJECT.
- b. Daily log entries by Resident Project Representative uploaded electronically to Project Website. Hard copies to be provided upon request.
- c. Weekly construction summary report consisting of a narrative generally describing all relevant information regarding the project in the preceding week, to include the general nature of work undertaken by CONSTRUCTION CONTRACTOR during the week, any major construction milestones reached, weather conditions, number of days worked, approximate quantities/percentages of work items installed/completed, any concerns regarding construction methods, and any unusual activity or noteworthy events. Reports to be uploaded electronically to Project Website with hard copies provided upon request.
- d. Bi-weekly or semi-monthly time sheets for all CONSTRUCTION ENGINEER staff working on the project to serve as basis for invoicing and payment. Electronic copies and one hard copy to be provided with invoice.
- e. Electronic copy uploaded to Project Website for monthly pay estimate with hard copy upon request.

- f. Electronic copy uploaded to Project Website for any change orders required along with supporting documentation with hard copies upon request.

4. **General**

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- g. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT “B”**SCHEDULE****PROFESSIONAL SERVICES AGREEMENT****CITY OF SPRINGDALE, ARKANSAS****CONSTRUCTION PHASE SERVICES for
DON TYSON PARKWAY STREET IMPROVEMENTS****CITY PROJECT NO. 23BPS2**

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Construction Phase Services: ENGINEER shall continue providing Construction Phase services until construction is complete, Reconciliation Change Order and final Pay Estimate have been processed, and notice is provided by CITY to CONSTRUCTION ENGINEER that all required services have been provided.

ATTACHMENT “C”
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
CONSTRUCTION PHASE SERVICES for
DON TYSON PARKWAY STREET IMPROVEMENTS
CITY PROJECT NO. 23BPS2

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- No performance of work other than that required by Attachment “A” unless additional services are authorized in writing by the CITY. Any additional services shall be performed by ENGINEER at the hourly rates listed in Exhibit 1.

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

CONSTRUCTION PHASE SERVICES for
DON TYSON PARKWAY STREET IMPROVEMENTS

CITY PROJECT NO. 23BPS2

CITY shall pay ENGINEER for services rendered by the hour not to exceed the amounts as stated below:

ANTICIPATED PROJECT COSTS BASED ON MANHOUR PROJECTIONS
DON TYSON PARKWAY STREET IMPROVEMENTS

CONSULTANT COSTS	
CONSTRUCTION PHASE SERVICES	\$264,100.00
SUBTOTAL - CONSULTANT COSTS:	<u>\$264,100.00</u>
TOTAL PROJECT COSTS:	\$264,100.00

Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded unless the time needed to construct the proposed improvements exceeds twelve months.

Manhour projections for Construction Phase Services anticipate a twelve-month contract time for construction. In the event construction exceeds this twelve-month period, and if the not to exceed total compensation amount has been reached, CITY will pay ENGINEER for additional Construction Phase Services provided from that point until construction is completed at the hourly rates provided in Exhibit 1 unless an alternative agreement in writing has been reached by mutual consent of both parties.

CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$ 0
Utility Locates (By City)	\$ 0
Other Reimbursable Allowance	\$ 3,000
SUB-TOTAL Reimbursable Expenses	\$ <u>3,000</u>

Additional Services: Additional Services beyond the Scope provided in Attachment A shall be performed by ENGINEER at the hourly rates listed in Exhibit 1.

**ANTICIPATED MANHOURS AND SALARY COSTS-DON TYSON PARKWAY STREET IMPROVEMENTS
CONSTRUCTION PHASE SERVICES**

A: CONSTRUCTION PHASE SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal) \$300.00 /hr.	Engineer (Project/Design) \$225.00 /hr.	Resident Project Rep. \$145.00 /hr.	Draftsman/ CAD Tech. \$145.00 /hr.	Survey Field Crew \$250.00 /hr.
Construction Engineering and Observation for Project	35	115	1375	20	8
Record Drawings and Close Out Documents	10	30		60	20
SALARY COSTS FOR A: CONSTRUCTION PHASE SERVICES	\$13,500.00	\$32,625.00	\$199,375.00	\$11,600.00	\$7,000.00
TOTAL MANHOURS:	1673		TOTAL SALARY COSTS:	\$264,100.00	

EXHIBIT 1
ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project/Design)	\$ 225.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 145.00
Resident Project Representative	\$ 145.00
Clerical	\$ 100.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGES IN THE CITY OF SPRINGDALE’S 401(a) RETIREMENT PLAN AND 457(b) DEFERRED COMPENSATION PLAN.

WHEREAS, the City of Springdale currently has a 401(a) retirement plan and a 457(b) deferred compensation plan (“the Plans”) with VOYA Financial, with Arvest Asset Management as the investment advisor for the Plans;

WHEREAS, the City requested proposals for recordkeeping, administrative services, and management of the Plans, and received six (6) responsive proposals;

WHEREAS, an employee committee has reviewed the proposals which were submitted, and recommends transferring the Plans to Empower Retirement, LLC, with the continued employment of Arvest Asset Management as the investment advisor for the Plans;

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 all necessary agreements and contracts to transfer the City’s 401(a) retirement plan and 457(b) deferred compensation plan from VOYA Financial to Empower Retirement, LLC, and to retain Arvest Asset Management as investment advisor for these plans.

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“**Agreement**”) describes the general terms under which Empower Retirement, LLC (“**Empower**”) will provide administrative services to the undersigned Plan Sponsor relating to Plan Sponsor’s defined contribution plan (the “**Plan**” or “**Plans**”) established pursuant to Code section 401(a), 401(k) or 457(b) (as applicable).

1. Definitions

The following terms have the meanings below. Additional capitalized terms are defined in the Agreement. The words “include,” “includes,” and “including” in this Agreement are to be read as if they were followed by the phrase “without limitation”.

“**Affiliate**” means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

“**Agreement**” means this base Administrative Services Agreement as well as the attached Schedule of Services and a separately executed fee schedule or fee proposal (“**Fee Schedule**”).

“**Business Day**” means any day, and only for as many hours as, the New York Stock Exchange is open.

“**Code**” means the Internal Revenue Code of 1986.

“**Confidential Information**” means certain information of the other party, including trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary information, software, or websites of a party.

“**Data**” means Personal Data and Plan Data.

“**Data Protection Laws**” means any law relating to the protection of Personal Data that applies to Empower’s Services under the Agreement.

“**Direction**” and “**Direct**” and their similar terms mean the instruction, authorization, or direction given to Empower by Plan Sponsor, another fiduciary of the Plan, or a person or third party that Empower reasonably believes to be authorized to act for Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Agreement.

“**DOL**” means the U.S. Department of Labor.

“**Empower Materials**” means, collectively, all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder. Empower may exercise quality control over all uses of any trademarks, logos, or brands included in Empower Materials under this Agreement to maintain the validity of the same and to protect the goodwill associated therewith.

“**Empower Software**” means all software and websites owned, licensed, or made available by Empower.

“**Information Security Breach**” means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject

in the Plan. An Information Security Breach includes theft or malicious use, or both, of Data by Empower personnel.

“Investment Options” means those investment options made available under the Plan as determined by Plan Sponsor, the Plan’s named fiduciary or its designated ERISA 3(38) investment manager (other than Empower or one of its Affiliates).

“Investment Program” means the array of funds offered by Empower, its Affiliates, or other investment providers from which the Plan Sponsor, the Plan’s named fiduciary or its designated ERISA 3(38) investment manager, may select Investment Options to be made available under the Plan.

“Participant” means an individual who is or may be entitled to participate in or receive benefits under the Plan.

“Personal Data” means information that identifies or is reasonably capable of being associated with a Participant and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excludes publicly-available data and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

“Plan Administrator” means the Plan Sponsor or designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates), to be the “plan administrator” as defined in Section 3(16)(A) of ERISA, as amended, and the “plan administrator” as defined in Section 414(g) of the Internal Revenue Code of 1986, as amended.

“Plan Data” shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

“Plan Service Center” means a Plan Sponsor website or a comprehensive plan management and education tool provided by Empower and designed to provide Plan Sponsor and other designated Plan contacts with virtual access to the Plan.

“Plan Sponsor” and **“Employer”** refer to the undersigned Employer, the Plan Sponsor, Plan Administrator, named fiduciaries, and other delegates of the Employer (other than Empower), as dictated by the context.

“Schedule” means a schedule to this Agreement agreed to in writing by the parties during the time that such schedule remains in effect.

“Services” means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing).

“Signature Page” means the signature page to this Agreement, which applies as well to certain other documents, which are listed thereon.

“Subprocessor” means any person (including any third-party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

2. Fees & Charges

2.1. Fees. Plan Sponsor shall pay Empower for the Services in accordance with the Fee Schedule. Such fees do not reflect the sales, use, excise, services, consumption and other taxes or duties as described in Section 2.2 below. Plan Sponsor shall pay to Empower all fees not paid by the Plan within thirty days of Empower's invoice to the Plan Sponsor. If any fees remain unpaid after sixty days after the date billed, Plan Sponsor Directs Empower to deduct such fees from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. If the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor shall amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing. Empower may unilaterally amend the Fee Schedule upon ninety days' advance written notice to Plan Sponsor.

Plan Sponsor Directs Empower to debit from the Plan the amount of fees payable to any outside third parties retained by Plan Sponsor to provide plan administration, investment advisory, or other services ("Plan Service Providers"), as detailed in the Fee Schedule, and to remit the fees directly to the Plan Service Provider.

2.2. Taxes. Unless Plan Sponsor provides Empower with a valid and applicable exemption certificate, Plan Sponsor shall reimburse Empower for sales, use, excise, services, consumption and other taxes or duties that Empower is required to collect from Plan Sponsor and which are assessed on the purchase, license and/or supply of Services. The parties are responsible for all its taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts. If applicable, the parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability if legally permissible and administratively reasonable.

3. Confidentiality

3.1. Confidential Information. Both parties may have access "**Confidential Information.**" All Empower Materials are Confidential Information of Empower. The parties shall hold all Confidential Information of the other party in confidence and shall not disclose any Confidential Information of the other party to anyone except the parties' Affiliates, suppliers, and respective personnel relating to the performance or receipt of Services, or as otherwise directed or approved by the other party. Confidential Information does not include: (a) information that is otherwise in the public domain through no action of the non-disclosing party; (b) information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; and (c) information that is independently developed by a party without reference to the Confidential Information of the other party.

3.2. Permitted Disclosures of Confidential Information.

3.2.1. Legally Required Disclosures. If a party is required legally disclose the other party's Confidential Information, such party shall notify the other party of the requirement as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information as permitted by law. The foregoing does not apply to (a) broad-based regulatory examinations associated with a party's general business or operations; (b) disclosures made in conjunction with a law enforcement investigation or inquiry; (c) or where notice is prohibited by law. For

purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended, Empower, its Affiliates and services providers, or any or all of them, may provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

3.2.2. Authorized Disclosures. Empower may disclose Data to Empower's Affiliates and service providers in connection with Empower's performance of Services under this Agreement. Empower may disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this Agreement as Exhibit 3 but does not lessen any of Empower's obligations regarding Personal Data in the Agreement. Empower may deliver any changes to the Privacy Notice through the Plan Service Center or by email to the designated representatives of Plan Sponsor. If the Privacy Notice conflicts with the terms of the Agreement or Exhibit 1, or both, the Agreement or Exhibit 1, as applicable, controls.

3.2.3. Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may Direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or about Participants in connection with the performance of Services under this Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

4. Data Protection

4.1. Mutual Obligation to Protect Data. Empower and Plan Sponsor shall conduct all collection, use and disclosure of all Data in compliance with all applicable Data Protection Laws. Each party shall implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and shall take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. Empower maintains a comprehensive data security program designed to safeguard Data and access to Empower Software and Empower systems, as described in the Data Security & Privacy Addendum attached this Agreement as Exhibit 1.

4.2. Mutual Notice of an Information Security Breach. Empower shall notify Plan Sponsor of an Information Security Breach as stated in Exhibit 1, Data Security & Privacy Addendum. To help Empower facilitate the safety of Data and Participant accounts, Plan Sponsor shall notify Empower: (i) promptly if of a security breach of Plan Sponsor's systems occurs that could impact Empower's systems or the integrity of Data sent to Empower, including a suspected virus or malware event; and (ii) immediately on discovering a compromise of the security or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system. Such notice must include: (a) information reasonably necessary to enable Empower to promptly put additional protective measures in place, such as file scrubbing protocols or fraud alerts on Participant accounts; and (b) the corrective action taken to remedy the breach.

5. Business Continuity & Disaster Recovery

Empower shall maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide mission-critical Services if a natural disaster or other interruption of normal business operations occurs. Empower shall test such procedures at least once annually. Empower Financial Services, Inc.'s current Business Continuity Plans Notice is attached to this Agreement as Exhibit 4. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

6. Records & Audit

6.1. Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement under its record retention policy and as required by applicable law. Each party shall return or destroy the other party's Confidential Information and data once it is no longer required to perform the Services, provided that the parties are not obligated to destroy copies of Confidential Information or data that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems; in such cases each party's data protection obligations shall continue until such data is destroyed under each party's record retention policy.

7. Intellectual Property Rights

7.1. Plan Sponsor Materials. Plan Sponsor owns all Plan Sponsor Materials. Plan Sponsor Materials do not include Empower Materials. Plan Sponsor grants Empower limited, revocable right and license to use Plan Sponsor Materials in materials created by Empower in connection with providing the Services. Empower may reference client partnerships in the normal course of its public-relations communications or in materials prepared at the request of prospective clients.

7.2. Empower Materials. Empower and its Affiliates own all Empower Materials. Empower materials do not include Plan Sponsor Materials. Empower grants to Plan Sponsor and Participants (as applicable) a nonexclusive, non-transferable license to use Empower Materials during the Term for purposes of using Empower's Services under the terms in this Agreement and any terms of use associated with Empower Software. All rights related to the Empower Materials not specifically granted hereunder are reserved by Empower. Empower may exercise quality control over all uses of any trademarks, logos, or brands included in Empower Materials under this Agreement to maintain the validity of the same and to protect the goodwill associated therewith.

8. Liability & Indemnification

8.1. Empower indemnifies Plan Sponsor from and against all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards (collectively, "**Damages**") asserted by a third party resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary in this Agreement, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken by Empower at the Direction of Plan Sponsor or any agent or any third party authorized by Plan Sponsor to provide Direction to Empower, including prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis.

Empower and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any Investment Options under the Plan.

8.2. Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. Insurance. During the Term, Empower shall, at its own cost, procure and maintain insurance coverage that is reasonably appropriate to the Services provided under this Agreement. The requirements in this section do not limit or qualify the liabilities and obligations of Empower under this Agreement.

9. Dispute Resolution

The parties shall engage in reasonable and good faith discussions to resolve any dispute relating to this Agreement. If the parties cannot agree to resolve a dispute, the parties may submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation will be borne equally by the parties, and each party shall pay its own expenses. If the parties cannot resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately on such refusal.

10. Termination

10.1. Effective Date. This Agreement starts on the Effective Date specified in the Signature Page and continues until terminated in accordance with the termination provisions of this Agreement.

10.2. Termination. Either party may terminate this Agreement by delivering sixty days advance written notice to the other party. Empower will deduct all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by Plan Sponsor. Plan Sponsor shall amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. On termination of this Agreement, Plan Sponsor is responsible for performing all actions required to be taken with respect to the Plan including, processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Agreement, Empower shall have no further obligations hereunder except as described in this subsection. Notwithstanding the foregoing, upon a written request by Plan Sponsor, Empower shall provide Plan Sponsor, or a designated successor service provider, with Plan data and other information residing on Empower's recordkeeping system in Empower's standard format or another mutually agreeable format. Empower may in its sole discretion, on request, provide information in a format other than its standard format, and Plan Sponsor shall pay all fees, costs and expenses associated with such request.

10.3. Plan Termination. If the Plan terminates, Empower may utilize any procedures promulgated by the U.S. Department of Labor or other applicable regulatory agencies for abandoned or orphaned plans, including the facilitation of distributions to payees and any other required plan termination requirements.

11. Miscellaneous

11.1. Affiliates & Agents. Empower may use the services of Affiliates, agents, vendors and suppliers selected by Empower. Empower's use of any such party does not relieve Empower of its obligations under the Agreement, and Empower shall remain liable for the performance of the Services.

11.2. Relationship of the Parties. The parties are independent contractors. Neither Empower nor its personnel are considered employees of Plan Sponsor for any purpose. None of the provisions of this Agreement create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party under this Agreement or actions taken pursuant to this Agreement.

11.3. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their Affiliates and is not intended to confer any rights or remedies upon any other person.

11.4. Assignment. This Agreement binds each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with one or more of the following: (i) the sale of substantially all its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

11.5. Entire Agreement. The Agreement constitutes the entire agreement of the parties relating to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services. This Agreement or any Schedule may be amended only by written agreement of the parties. Emails do not constitute a written agreement. Notwithstanding the foregoing, Empower may make enterprise-level changes to add or enhance the Services, update the method of providing the Services without any reduction in performance, or modify the Services to align with applicable law. Any Empower notices or policies that are attached to this Agreement may be updated by Empower at any time, provided that such updates will not materially reduce the rights provided stated in those notices or policies. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and all waivers must be made in writing.

11.6. Governing Law; Waiver of Jury Trial. If not preempted by ERISA, this Agreement is construed and enforced under and governed by the laws of the state of Plan Sponsor's residence, without regard to conflict of law principles, and any claim arising under or related to this Agreement is subject to the exclusive jurisdiction of the federal and state courts located in Plan Sponsor's state of residence. Both parties waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law. If Plan Sponsor can assert sovereign immunity under applicable law, Plan Sponsor shall waive such sovereign immunity necessary to permit Empower to enforce the terms of this Agreement under the dispute resolution mechanism specified in the Agreement. Plan Sponsor shall not assert sovereign immunity as a defense to any claim or action that Empower may bring relating to this Agreement.

11.7. Force Majeure. Neither party is liable to the other for all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control,

including labor disputes, riots, war and war-like operations including acts of terrorism, pandemics, epidemics, explosions, sabotage, acts of God, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

11.8. Severability. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

11.9. Notices. All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:

Empower Retirement, LLC
Empower Retirement Division
8515 East Orchard Road
Greenwood Village, CO 80111

With a copy to:

Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

11.10. Headings; Defined Terms; Counterparts. This Agreement may be executed in counterparts, each of which is an original, but all of which together constitute one and the same agreement. This Agreement and any other documents to be delivered may be signed electronically, any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for validity, enforceability, and admissibility.

11.11. Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidential Information; Privacy & Data Security; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Unclaimed Property; Website Services; Survival; Severability; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

11.12. No Tax or Legal Advice. Nothing in this Agreement intends to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Empower has not given and will not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel or tax adviser or both.

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EXHIBIT 1:**DATA SECURITY & PRIVACY ADDENDUM**

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Data (the “**Addendum**”).

1. Definitions. The following terms have the meanings below. Additional capitalized terms are defined in the Agreement.

“**Business Purpose**” means, collectively, the following purposes: to maintain or service retirement accounts, provide Participant service, education and support, to offer financial wellness programs to Participants, to maintain online Participant accounts, to provide call center services, to respond to inquiries, to provide benchmarking services to Plan Sponsor, and additional specific services as further described in one or more Schedules to the Agreement.

“**Information Security Policies**” means documented policies that Empower reviews and approves at least annually, internally publishes and communicates to appropriate personnel.

“**Regulatory Audit**” means an on-site audit of Empower’s network security relevant to the security of Plan Data.

2. Direction. Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to direct each Subprocessor), where applicable, to process Personal Data as follows: (a) under the Agreement and any amendments; and (b) as initiated by Participants in their use of the Services.

PRIVACY

3. Compliance. Each party agrees and certifies that such party complies with all applicable Data Protection Laws, in connection with this Agreement. Empower will notify Plan Sponsor if it determines that it is no longer able meet its obligations under applicable Data Protection Laws.

3.1. Empower processes Personal Data to provide the Services under the Agreement for the Business Purpose.

3.2. Except as otherwise permitted by applicable Data Protection Laws, Empower shall use, disclose, and retain Personal Data solely for the Business Purpose and shall not use, disclose, or retain Personal Data for commercial purposes other than for the Business Purpose. Except as otherwise permitted under applicable Data Protection Laws, Empower shall not use, disclose, or retain Personal Data processed in connection with the Services outside the direct business relationship with Plan Sponsor nor combine Personal Data that it received from, or for, Plan Sponsor with personal information that it received from another source or collected from its own interaction with the consumer, except as required to provide the Business Purpose or as otherwise permitted by applicable laws.

3.3. Empower shall not sell or share Personal Data in any manner in violation of applicable Data Protection Laws.

3.4. On prior written notice to Empower, Plan Sponsor may take reasonable and appropriate steps to (i) ensure the Personal Data Empower uses is collected in a manner that complies with applicable Data Protection Laws and (ii) stop and remediate any unauthorized use of Personal Data by Empower.

3.5. Empower shall enable Plan Sponsor to comply with consumer requests made under applicable Data Protection Laws if compliance with such requests is required by applicable Data Protection Laws.

3.6. Empower shall implement security practices and procedures appropriate to the nature of the Personal Data as stated in this Exhibit.

4. Data Subject Rights. If Empower receives a request from a Participant relating to the Participant's rights under applicable Data Protection Laws (such as a "right to know" or "right to delete" request), Empower shall direct such Participant to take the request to Plan Sponsor. Empower shall cooperate with any request by Plan Sponsor to respond to requests as required by applicable Data Protection Laws.

5. Subprocessing. Empower may engage its Affiliates and third parties as a Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of the services provided by each Subprocessor to ensure that the Subprocessor can protect Personal Data in a manner required by this Addendum.

DATA SECURITY

6. Data Security. Empower shall implement appropriate technical and organizational measures designed to protect Personal Data under the requirements of any Data Protection Laws. Empower's Information Security Policies and related policies address the management of information security and the security controls employed by the organization. These policies include:

6.1. An information security board that is responsible for the development, implementation, and ongoing maintenance of Empower's information security.

6.2. Information Security Policies (i) mandate the secure protection and handling of confidential data; (ii) comply with applicable laws; (iii) conform to or exceed applicable industry standards for the retirement plan services industry; and (iv) document, clear assignment of responsibility and authority for information security-related activities.

6.3. Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing, and wireless access.

6.4. Regular testing of the key controls, systems, and procedures, including (i) testing of information technology general controls at least annually or whenever there is a material change in business practices; and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5. Policies and procedures based on Empower's Information Security Policies and designed to protect the security of data that is accessible to, or held by, Empower's third party suppliers. Such policies address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of supplier's cybersecurity practices; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6. Use of appropriate administrative, technical, and operational measures designed to ensure Data is secure.

6.7. Monitoring, evaluating, and adjusting, as appropriate, its data security protocols summarized in this Exhibit, considering relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1. Training. Empower provides training on its data security practices and privacy obligations to its personnel at the time they are employed and at least annually thereafter. Empower personnel are required to acknowledge their data security and privacy responsibilities under Empower's policies.

8.2. Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel and requires personnel to complete initial security training at the time they are hired by Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Data on termination or applicable role change.

9. Physical and Environmental Safety.

9.1. Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2. Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization. Empower's Information Security Policies mandate ongoing operations security requirements, including installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1. Access Control. Empower uses access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include: limiting access to personnel with a requirement to view Personal

Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2. Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3. Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1. Systems Development Security. Empower addresses data security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2. Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services, and user-developed applications) adhere to Empower's Information Security Policies.

12.3. Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with Empower's Information Security Policies.

12.4. Cryptography/Encryption. Empower uses cryptography techniques that assist Empower with preventing unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption and TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1. Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including a formalized, enterprise-wide Computer Security Incident Response Team and processes which are tested at least annually.

13.2. Information Security Breach Response. Empower shall notify Plan Sponsor after becoming aware of any Information Security Breach under all applicable Data Protection Laws. Empower shall (i) keep Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. If individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate relating to notifications. If Empower's failure to abide by its obligations as stated in this Addendum causes the Information Security Breach, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals as required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1. Assessment by Cybersecurity Assurance Package. Within the Plan Service Center, Empower provides its SOC 1 and SOC 2 report. On request, Empower will provide its Cybersecurity Assurance Package, which currently consists of the following: Cybersecurity Assurance Reference Guide Outline, available IT certification reports (e.g. Verizon CRP), completed Standard Information Gathering questionnaire with related supporting materials, and Response to the DOL Cybersecurity Best Practices (together with the SOC 2 and any information Empower may disclose in a security assessment, "Data Security Information"). Data Security Information is Empower Confidential Information. Notwithstanding anything to the contrary in the Agreement, Plan Sponsor will (i) share Data Security Information only with employees of Plan Sponsor that have a need to know such information in order to evaluate the security of Empower; and (ii) not upload or input any Data Security Information to any portal or hosted website.

14.2. Regulatory Assessment. If Plan Sponsor's governmental regulators require it to perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct a Regulatory Audit. Unless Plan Sponsor's governmental regulators require a different notice or frequency, such Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-on time with at least sixty days' advance notice to Empower. If a Regulatory Audit requires the equivalent of more than two Business Days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then current rates for each day thereafter.

14.3. Miscellaneous. This Addendum is governed by and incorporated into the Agreement. If the Agreement and this Addendum conflict, the Agreement prevails.

EXHIBIT 2:**PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING POLICIES**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading (“prohibited trading”) in their funds. The following procedures describe how we will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual’s trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company’s restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

01/2022

EXHIBIT 3:
PRIVACY NOTICE

REV 03/2025

FACTS	What does Empower Retirement, LLC (Empower) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at 855-756-4738 or go to empower.com/privacy
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WHO WE ARE	
Who is providing this notice?	Empower and its affiliates. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical, and procedural safeguards, such as building and system security, and personnel training.
How does Empower collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the Empower names, as listed below, and other financial companies such as Empower Advisory Group, LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Empower does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Empower doesn't jointly market.</i>
WHO IS PROVIDING THIS NOTICE?	
<p>Empower Retirement, LLC; Empower Annuity Insurance Company of America; Empower Life & Annuity Insurance Company of New York; Empower Plan Services, LLC; Empower Advisory Group, LLC; Empower Financial Services, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of South Carolina; Empower Capital Management, LLC; Empower Funds, Inc.; Empower Trust Company, LLC; Empower Holdings, LLC.; Empower Annuity Insurance Company; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services; LLC; COMOSA REIT Corp. Empower Personal Wealth, LLC; Personal Capital Services Corporation; Empower Services Holdings US, LLC; PAFI, LLC; PAFL, LLC; and PanAgora Holdings Inc. Empower and/or certain affiliates also administer certain insurance policies on behalf of other insurance companies as a "third-party administrator" in connection with certain acquisitions it has made of businesses previously owned by other companies.</p>	

GEN-FLY-WF-1831220-0124(3100884)

EXHIBIT 4:**BUSINESS CONTINUITY PLAN NOTICE**

Empower Financial Services, Inc. ("Empower"), a subsidiary of Empower Annuity Insurance Company of America and affiliate of Empower Life & Annuity Insurance Company of New York* and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Empower Retirement, LLC, Empower Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than Empower Financial Services, Inc., a wholly owned subsidiary of Empower Annuity Insurance Company of America. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Company's website or can be obtained by requesting a written copy by mail.

BCP – Empower Customer Notice (Ed. May 2025)

SCHEDULE A
RECORDKEEPING SERVICES SCHEDULE

1. NATURE OF EMPOWER'S SERVICES

1.1 Services. Empower shall provide the services stated in this Schedule or as further described in attached Exhibits. Empower shall act as a non-discretionary service provider Directed by the Plan Sponsor in compliance with applicable laws and regulations. The purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be made through Empower Financial Services, Inc., a broker/dealer Affiliate of Empower.

1.2 Fiduciary Status. Except for any Services which Empower has specifically agreed to act as a fiduciary under this Schedule, (i) Empower acts a non-discretionary service provider Directed by Plan Sponsor or other Plan fiduciary and, as authorized by Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or Plan Administrator as defined under the Code, the PR Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. Empower shall not perform a Service that could cause it to have discretionary authority or responsibility for the administration of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, relating to any Plan assets, except as specifically provided for under this Schedule.

2 PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor shall fulfill the following duties and obligations.

2.1 Plan Administrator. Plan Sponsor, a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates) shall be the "plan administrator" and "named fiduciary" as defined by applicable law.

2.2 Provision of Information. Empower will provide Plan Sponsor with the formats and processes by which Plan Sponsor or its third-party service provider will send Data to Empower. Plan Sponsor or its third-party service provider's timely provision of complete and accurate Data to Empower is required for Empower to provide the Services. Empower will rely on the accuracy and completeness of such Data and Empower has no duty or responsibility to verify such information. If Data is not provided in the format or process required by Empower, or if Empower identifies errors or omissions in the Data provided, Empower shall promptly notify Plan Sponsor to modify and update the Data.

If Plan Sponsor or its third-party service provider fails to provide such Data in a timely, complete or accurate manner, Empower shall not bear any responsibility for (i) failing to perform the Services; (ii) incomplete, inaccurate or untimely delivery of the Services; or (iii) any resulting penalties or costs incurred. If the foregoing occurs and results in Empower needing to manually manipulate and/or repeat any calculation or Service, complete any new forms, or revise any completed forms, Empower will charge Plan Sponsor a Reprocessing Fee.

2.3 Remitting Contributions and Allocation Instructions. Plan Sponsor shall collect and remit all initial and recurring contributions and loan repayments to Empower electronically through the Plan

Service Center, or another mutually agreed-on manner within the time prescribed by applicable law. Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments. If a Plan participant (“**Participant**”) does not elect investment options, Plan Sponsor Directs Empower to invest the contribution in the default investment option under the Plan at the time the contribution is received. Empower reserves the right to either reject contributions remitted by ACH without proper proceeds or to assess an additional processing charge, and that in such event Empower may reject all future ACH contribution remittances from Plan Sponsor. With respect to Plan- or Plan Sponsor-initiated distributions or rollovers, Plan Sponsor hereby instructs and authorizes Empower to rely upon the information on Empower’s recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Empower will have no responsibility for any adverse tax consequences resulting from its reliance upon such Direction of Plan Sponsor.

2.4 Plan Document Responsibilities. Plan Sponsor shall ensure that the Plan documents are accurate and complete and that the Plan is being operated in accordance with its terms and applicable law. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty days after such document or amendment, or both, is adopted. Plan Sponsor shall review the accuracy and completeness of all Plan document services performed by Empower, if any. Plan Sponsor shall ensure that a Plan is qualified under the Code.

2.5 Disclosures. Plan Sponsor shall comply with its notice and disclosure responsibilities under applicable law.

2.6 Investment Options. Plan Sponsor shall select all investment options made available under the Plan (“**Investment Options**”) based on Plan Sponsor’s or its agent’s independent evaluation. Plan Sponsor shall notify Empower of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed on by Empower and may be subject to certain limitations or conditions. The Plan’s transition to Empower may be delayed if there is a change in the Investment Option selections.

2.7 Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan if Plan Sponsor determines that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by Plan Sponsor.

2.8 Direction by Plan Sponsor. In performing the Services, Empower acts at the Direction of Plan Sponsor or other named fiduciary of the Plan by following the procedures stated in a plan administration guide, administrative form, letter of direction or similar procedural document. If the procedures do not fully address a specific issue, Plan Sponsor shall provide Direction in a manner reasonably requested by Empower, and Empower will rely on any such Direction by a person that Empower reasonably believes to be authorized to act for Plan Sponsor or other named fiduciary. Plan Sponsor specifically intends that Empower has no discretionary authority in following such Direction.

2.9 Electronic Delivery. Empower shall deliver Plan-related notices and other documents to Participants in an electronic manner, as follows:

2.9.1 Plan Sponsor Directs Empower to deliver Plan notices to Participant’s email address in the following order:

2.9.1.1 to a work or personal email address provided and agreed to by the Participant.

2.9.1.2 to a work email address provided by Plan Sponsor. Plan Sponsor confirms the Participant has the effective ability at work to access notices delivered to the work email addresses provided to Empower.

2.9.1.3 to a personal email address provided by Plan Sponsor.

2.9.2 If **2.9.1.3** above is used, Empower shall send an initial notification of electronic delivery by email to each Participant at least ten days prior to delivering any Plan-related documents via email, unless Empower receives confirmation that the initial electronic notification has already been provided to the Participant.

2.9.2.1 If notice of availability of a Plan-related document is returned undeliverable, Empower shall send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, Empower shall deliver Plan related documents by regular mail to the Participant until Empower is provided another email address for the Participant.

2.9.2.2 Participants may request to receive a paper copy of a Plan-related document for no cost. Participants may opt out of electronic delivery and request that their Plan-related documents be delivered by regular mail at any time.

2.9.2.3 Empower shall maintain access to Plan-related documents on the Participant website.

2.9.3 If Empower is not provided with an email address, Empower shall deliver Plan-related documents to the Participant by regular mail.

2.9.4 Plan Sponsor shall provide work emails in its records to Empower for all Participants that it has determined have the effective ability to access notices delivered to such email address at work under the Department of Labor's regulations (§2520.104b-1) by the transfer of assets and shall provide Empower with email addresses for all Participants that enroll in the Plan after the Effective Date.

2.10 Review of Reports. Plan Sponsor shall review and monitor reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to confirm that the transactions indicated in the reports properly reflect the Direction provided, or provide Empower with notice of discrepancies.

2.11 Error Correction.

2.11.1 Transactional and Trading Errors. If Empower does not accurately process or trade contribution, distribution, or investment instructions provided in good order by a Participant or the Plan

Sponsor and the error is brought to Empower's attention or identified by Empower, Empower shall correct the Plan or Participant account to reflect its financial position had the error not occurred.

2.11.2 Plan Operational Errors. If Empower has made an error that creates an operational or fiduciary issue for the Plan and the error is brought to Empower's attention or identified by Empower, Empower shall promptly notify the Plan Sponsor and describe the corrective option Empower proposes to employ (the "**Correction**") that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable ("**Guidelines**"). Unless Plan Sponsor objects to the Correction and requests a change within five Business Days after receiving notice of the Correction, Plan Sponsor Directs Empower to promptly process the Correction. If Plan Sponsor requests a correction resulting in expenses more than what Empower would have incurred under the Correction, Plan Sponsor shall bear such additional expenses.

2.11.3 Third-Party Trustee. If Plan Sponsor uses the services of a third-party trustee or custodian, or both, ("**Third-Party Trustee**"), Empower shall not be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

2.11.4 Duty to Mitigate. Each party has a duty to mitigate any errors that are known or reasonably should have been known to minimize the expenses that may be incurred to correct such errors including promptly (i) providing the other party with notification of any error, (ii) providing approval of correction measures, as applicable, and (iii) taking such other reasonable steps as may be necessary.

2.11.5 Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of correcting a trade or adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by gains or losses incurred by Empower to settle the Investment Option positions during correcting the account. If there are related errors across one or more Investment Options, Empower shall net gains and losses across all Investment Options involved in the associated errors. If a correction is made at Empower's expense, Empower incurs any loss and Empower retains any gain.

2.11.6 Errors Not Caused by Empower. If an error is caused by acts or omissions of the Plan Sponsor, Participants or Plan Sponsor's third parties, Empower will assist in the operational correction of the error but will not bear the cost of correcting the error.

2.12 Requirement to Appoint a Trustee. Plan Sponsor shall determine whether to appoint a trustee to provide trust services to the Plan and shall select the trustee. If Plan Sponsor chooses to fund the Plan exclusively through an Empower group annuity contract, if available, the annuity contract may be used in lieu of a separate trust agreement, and Plan Sponsor will be considered the deemed trustee. If a trust agreement is used, Plan Sponsor shall have the trustee execute such agreement and all other documents required to establish and operate the trust.

Any trustee or custodian selected by Plan Sponsor for the Plan must be able to interface with Empower's recordkeeping system in a "passive" role and all assets must be transferred to the omnibus custodial bank account. Plan Sponsor shall require the trustee or custodian to provide to Empower all

information in the possession of the trustee or custodian that is necessary for the performance of Empower's duties under this Agreement.

If Plan Sponsor chooses to retain Empower Trust Company, LLC ("**ETC**") to serve as a Plan trustee or custodian, Plan Sponsor shall execute all documents required to establish the trust or custodial account. If Plan Sponsor, another entity or named employees serve as trustee of the Plan and ETC does not serve as a trustee, Plan Sponsor shall enter into a custodial agreement or other applicable agreement with ETC for the receipt of contributions. ETC may not be retained for a Plan under the PR Code. Any change to the trustee and/or custodial setup or relationships during implementation may delay the Effective Date.

3 PLAN INVESTMENT OPTIONS

3.1 Selection of Investment Options & Investment Option Changes

3.1.1 The Plan's assets may be invested in a group annuity contract or array of funds, or both, offered by Empower, its Affiliates or other investment providers (the "**Investment Program**"). Empower may add, delete and/or replace available investment options offered under the Investment Program with at least sixty days' written notice to Plan Sponsor or the Plan fiduciary. This notice will explain the fund change, communicate the timeline and effective date of the fund change, provide information on fees received by Empower or an Affiliate from a fund company, and explain Plan Sponsor's or the Plan fiduciary's right to opt out of the change. Plan Sponsor or the Plan fiduciary is deemed to have approved such change unless Plan Sponsor's or Plan fiduciary's written objection is received by Empower within the sixty-day notice period. If Plan Sponsor or the Plan fiduciary objects to the fund change, Empower may terminate this Agreement, but will continue to provide services for at least sixty days after the effective date of the fund change.

3.1.2 Plan Sponsor may request an addition, deletion, and/or replacement with respect to investment options available in the Plan if allowed within the Investment Program. Plan Sponsor shall provide Empower with notice of the intended change sixty days prior to the intended date of the fund lineup modification. Empower must confirm, in writing, its ability to administer any requested fund additions, deletions or replacements prior to these changes being implemented. Empower will assess the Plan's pricing and the selected fund company's administrative requirements. Empower may decline a fund change request if Empower is unable to administer the fund requested. Fund additions, deletions, or replacements may impact the fees paid by the Plan or Plan Sponsor. Empower may reevaluate and modify the Fee Schedule as part of the request. Plan Sponsor shall provide sufficient notice of the Plan's desired fund change to provide Empower with the opportunity to conduct the necessary review and to ensure that Plan participants can be provided with notification of fund changes at least thirty days prior to the effective date of the change. If applicable, Plan Sponsor shall cooperate with Empower to create and deliver all necessary Participant communications. An additional cost for such communications may apply.

3.1.3 If Plan Sponsor offers Plan Investment Options that are recordkept outside of this Agreement ("**Outside Assets**"), Plan Sponsor hereby instructs Empower to restrict any and all transfers between the Outside Assets and the Plan assets recordkept under this Agreement. If Plan Sponsor has selected an Empower annuity product, Plan Sponsor agrees that any provision(s) of the group annuity contract to the contrary are inoperable with respect to the Plan.

3.2 Information Regarding Investment Options

3.2.1 Empower or its Affiliates may receive fees from mutual fund families or other Investment Option sponsors or their Affiliates for providing certain administrative or other services thereto (“**Fund Service Fees**”). Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable, Empower shall notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower. If any employer securities are included as an Investment Option or are otherwise contributed under the Plan, (i) Plan Sponsor shall be responsible for any Securities and Exchange Commission (the “**SEC**”) or state registration, prospectus delivery or Form 11-K annual reporting requirements; and (ii) Empower shall not be responsible for the enforcement of or compliance with any SEC or Employer regulations or policies related to insider trading in Employer securities or the reporting of such trading. The SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor shall adhere to the terms of such procedures included with this Agreement, as amended.

3.3 Special Investment Options

3.3.1 Self-Directed Brokerage Accounts (SDB). An SDB account may be available to Participants, provided Plan Sponsor executes all required Empower and SDB provider documents. The SDB will be administered under procedures provided by Empower, and the core investment minimum is \$2,500, the initial transfer minimum is \$500, and the subsequent transfer minimum is \$1, as described in the SDB policies and procedures. Additional fees apply.

3.3.2 Life Insurance. If, at the time of conversion, the Plan has existing life insurance policies, limited services may be available as described in Empower’s life insurance guidelines and policies, as updated. If Empower determines to offer such services, Empower shall remit insurance premiums to the applicable life insurance provider under Plan Sponsor’s Direction as to the timing and manner of premium remittance. Plan Sponsor may be required to retain a third-party administrator to perform certain compliance and other services. Life insurance cannot be added to an existing Plan. Additional fees may apply.

4 PLAN IMPLEMENTATION AND CONVERSION

4.1 Implementation and Conversion. Empower, Plan Sponsor and their designees, will coordinate the transfer of records and assets from the Plan’s prior service providers to provide an accurate database for conversion of Plan administration to Empower, beginning at a time mutually agreed to by the parties. Plan Sponsor shall provide to Empower a full test file and all data elements required by Empower in good order from the prior service provider at least sixty days before the conversion date. Empower shall conduct Plan conversion during the Transition Period. During the Transition Period, Empower will not accept payroll contributions, process investment transfers or exchanges, distributions, loans or other Participant transactions unless specifically agreed on with Plan Sponsor. The prior service providers will process Participant contributions received before transfer of assets and will issue final quarterly Participant statements.

4.2 Blackout Notice Services.

4.2.1 Initial Blackout Notices. Empower will assist in the preparation of the initial transition blackout notice and will provide the blackout notice to Plan Sponsor for distribution to Participants. Alternatively, Empower may distribute the initial transition blackout notice to Participants with a balance electronically or via email as denoted in the Fee Schedule. A “Blackout Period” is defined as any period of more than three consecutive Business Days during which the Participant is prohibited or restricted from exercising certain otherwise available rights, such as directing investment of their accounts, obtaining loans,

or making distributions. During the implementation period, Plan Sponsor's prior record keeper's improper reporting or incomplete transferred records may impact the blackout period end date. Such an impact may cause an extension of the blackout period, resulting in a second notice. Empower may agree to provide this additional blackout notice if the parties agree in writing. An additional charge may apply.

4.3 Reconciliation of Trust Assets and Participant Accounts. Before the end of the Transition Period, Empower must receive the Plan's final records and the value of the assets held for the Plan must equal the aggregate value of Participant accounts, as reconciled by Empower and reviewed by Plan Sponsor. If there is any discrepancy in balances that cannot be resolved by Plan Sponsor or a prior service provider to the Plan, Plan Sponsor will Direct Empower regarding the allocation of any surplus or will arrange for contribution of additional amounts to the Plan to make-up any shortfall, as the case may be, before the end of the Transition Period. Extension of the Transition Period may be necessary because of the action or inaction of Plan Sponsor or a prior service provider, or because of inaccurate or incomplete information.

4.4 ACH Automation.

4.4.1 Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by Plan Sponsor or by the Plan's prior service provider, without any further review and validation of the ACH information provided.

4.4.2 In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

4.4.3 The Participant has previously authorized the Plan to process an ACH debit or credit of the Participant's account at the designated financial institution ("**Participant Account**") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit or debit the same to such Participant Account.

4.4.4 The Participant has not revoked the ACH authorization for the Participant Account before the transfer and the Plan shall treat the Participant's ACH authorization for the Participant Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

4.4.5 Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which Plan Sponsor has adopted as the Plan's terms governing all applicable ACH transactions processed on the Empower platform.

4.5 Plan Mergers and Acquisitions. This Schedule applies to any defined contribution plan that Plan Sponsor may wish to merge or consolidate with the Plan at any time, subject to Empower's agreement to provide services for any such merged plan and the merged plan's assets.

5 RECORDKEEPING AND ADMINISTRATION SERVICES

5.1 Trustee/Custodian Services. Rabbi Trustee or custodian services, as applicable, are provided by Empower Trust Company, LLC ("**ETC**"). The compensation received by ETC for its services are reflected in (a) the Plan's fee disclosure report provided by Empower, (b) the Float Disclosure provided by Empower and which may be made available online, and (c) any trust/custodial agreement(s) between ETC and Plan Sponsor. If Plan Sponsor selects a trustee or custodian, as applicable, that requires changes to any procedures or services in the Agreement, Empower may change fees in this section.

5.2 Float. Plan Sponsor acknowledges that it has received and reviewed the Float Disclosure. Plan Sponsor agrees that, as additional compensation for its services hereunder, ETC, Empower, and/or its affiliates shall retain float consistent with the terms of the Float Disclosure.

5.3 Eligibility Determination. Plan Sponsor can instruct and authorize Empower to calculate Participant eligibility based on Plan Sponsor's instructions as to the Plan's eligibility requirements. Plan Sponsor instructs Empower to reject the enrollment of any Participant determined to be ineligible. For each ineligible determination, Plan Sponsor instructs Empower to notify the Participant to contact the Plan Sponsor if he or she wishes to appeal the determination.

5.4 Online Enrollment. Plan Sponsor can instruct and authorize Empower to allow online Participant enrollment. Once the payroll data interchange ("PDI") file is transmitted, Plan Sponsor instructs and authorizes Empower to communicate details of the enrollment process to eligible Participants allowing enrollment in the Plan through the website or the voice response unit ("VRU").

5.5 Automatic Enrollment. Empower can implement automatic enrollment and automatic deferral increase services as mutually agreed upon.

5.6 Deferral Processing. If, at implementation, Plan Sponsor provides Empower with an electronic employee data feed of all the Participant deferral amounts/percentages or full PDI file, Plan Sponsor can instruct and authorize Empower to allow Participants to update their deferral elections on the website and VRU. Empower shall forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

5.6.1 If Plan Sponsor uses Empower's Automatic Enrollment services, Deferral Processing does not require separate election.

5.7 Vesting Services. Upon election, Plan Sponsor shall provide Empower all information necessary to perform vesting services. Plan Sponsor instructs and authorizes Empower to: (i) maintain each Participant's vesting percentage on Empower's recordkeeping system; (ii) calculate and process withdrawals and/or loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

5.8 Beneficiary Recordkeeping

5.8.1 Beneficiary Designations. If Empower is and remains the sole recordkeeper for the Plan during the term of this Agreement, Plan Sponsor can instruct and authorize Empower to accept, maintain, and file, without Plan Sponsor's signature, beneficiary designation forms received by Empower in good order and in a manner acceptable to Empower. On request, Plan Sponsor shall provide Empower with any and all beneficiary information filed with the Plan by the Participant before the Effective Date of this Agreement.

5.8.1.1 Spousal Consent. If the spousal consent rules apply, Plan Sponsor shall provide Empower with instructions as to the portion of the Participant account for which a Beneficiary may be designated without spousal consent under the Plan. Plan Sponsor instructs Empower to rely on the marital status specified by the Participant on the Beneficiary Designation form and to obtain spousal consent, when applicable.

5.9 Receipt and Investment of Contributions. Empower shall credit contributions for allocation to Participant accounts under Direction from Plan Sponsor and as stated below. Empower shall allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by Plan Sponsor. Empower shall pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian under investment Directions of Plan Sponsor.

5.9.1 Timing Requirements for Contributions Funded by ACH, Check or Wire. Empower shall process contributions received by Empower in good order before the close of any Business Day effective that Business Day, at that Business Day's net asset / and unit values, as applicable. Empower shall process contributions received by Empower after the close of Business Day effective the next Business Day.

5.10 Investment Transfers of Existing Assets. Empower or its designee shall process investment transfers or exchanges, as applicable, received in good order subject to any conditions and limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower shall process requests for Participant-initiated transfers between Investment Options if the request is received by Empower in good order before market close on a Business Day. If Empower does not receive a transfer request during a Business Day, Empower shall process such request the next Business Day, or such earlier time as may be required to comply with applicable law.

5.11 Participant Rollover Contributions. Upon election, Plan Sponsor can instruct and authorize Empower to process Participant rollover contributions received in good order under the Participant's instruction under procedures provided by Empower to Plan Sponsor and without the Plan Sponsor's further approval. Empower will assist Participants with the rollover process. The recordkeeper of the previous employer's plan may still require Plan Sponsor's signature or approval to complete the rollover. If a Participant does not elect Investment Options on the incoming direct rollover form but otherwise completes the form, Plan Sponsor further instructs Empower to invest the money according to the Participant's ongoing investment elections, and if none are elected, then in the Default Investment Option under the Plan at the time the incoming rollover is received.

5.12 Plan Loans. Empower shall process Participant account reduction loans under the Plan's loan policy and Empower's loan procedures, as amended. Plan Sponsor shall provide an authorization for all Participant loan requests.

5.13 Distributions. Empower shall make payments to Participants under a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts. Plan Sponsor shall provide a signature authorization for certain distribution requests, including Plan Sponsor Directed alternate payee or beneficiary distributions. Empower shall create and maintain a record of any distribution, including distribution reason, from the Plan made with respect to each Participant. Unless otherwise agreed to in writing, Empower shall not issue any other Participant alternate payee or beneficiary notice required by the Code, PR Code or ERISA, as applicable. Empower may charge an additional fee for other distributions outside the ordinary course of plan administration.

5.13.1 Tax Withholding and Reporting of Distributions.

5.13.1.1 Plan Sponsor appoints Empower as its agent to perform income tax withholding and reporting for all Participant distributions and agrees to provide all necessary information needed by Empower to perform these services. Empower shall deposit the income tax withheld with the Internal Revenue Service ("IRS") and other appropriate governmental entities, as applicable, on or before

the applicable due dates for such remittances. Empower shall complete necessary tax reporting forms for Participant distributions, file the tax reporting forms with the IRS, as applicable, and send copies to the Participant.

5.14 Code Section 402(f) Notice. If applicable, Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

5.15 Uncashed Checks. Plan Sponsor is solely responsible for determining the appropriate disposition of uncashed checks and any unclaimed property under applicable state laws including Directing Empower with respect to its decisions on uncashed checks related to missing or unresponsive Participants. Plan Sponsor Directs Empower to follow applicable state unclaimed property regulations, and escheat uncashed checks for missing or unresponsive Participants to the Participant's state of residence. If Empower's records are incomplete such that the Participant's state of residence is not indicated, then the Plan Sponsor Directs Empower to escheat the check amount to Plan Sponsor's state of residence.

5.16 Death Benefit Claim Form. If Plan Sponsor has elected Empower's beneficiary approval service, Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, death benefit claim forms received in good order from Participants under the Plan under the procedures provided by Empower to Plan Sponsor. Empower shall not process death benefit claim forms submitted without complete information or without a certified copy of the deceased Participant's death certificate or other required documentation, and the claimant will be notified of the deficiency. Empower shall process the death benefit claim once all required information and documentation is received in good order. Plan Sponsor shall make determinations relating to any competing claims, claims which require Plan Sponsor's interpretation or other claims that are not specifically addressed in the procedures. To receive this service, Plan Sponsor must also use Empower's beneficiary recordkeeping and vesting tracking services, if applicable. This service starts following completion of initial beneficiary solicitation.

5.16.1 If Plan Sponsor has not elected Empower's beneficiary approval services, Plan Sponsor instructs Empower to pay the claimant listed on the Death Benefit Claim form signed by the Plan Sponsor unless there is a conflict between the designation on file with Empower and the claimant listed on the Death Benefit Claim form. If there is a conflict, the Plan Sponsor shall determine which Beneficiary designation will control.

5.17 Enhanced Missing Participant Services ("EMP Services"). Plan Sponsor shall identify and locate missing Participants. Empower shall provide or make available reports or other information to Plan Sponsor relating to Participants with undeliverable addresses as reflected in Empower's records upon request by Plan Sponsor. Plan Sponsor Directs Empower to assist Plan Sponsor once a year with identifying and locating missing Participants and reissuing benefit payments to Participants in accordance with the EMP Services administrative procedures Empower provides to Plan Sponsor. The administrative procedures may include performing Participant address searches using a commercial locator service, beneficiary address searches, attempting to contact Participants using certified U.S. mail and reissuing Plan benefit payments.

5.17.1 Plan Sponsor Responsibility for EMP Services. Plan Sponsor is responsible for: (i) monitoring distribution activity; (ii) identifying missing and unresponsive Participants; (iii) segregating, recordkeeping and maintaining Participant uncashed check proceeds in a Plan account; (iv) Directing Empower to update Plan records, including address information and benefit payment information with respect to Participants and beneficiaries; and (v) paying or reissuing Participant benefit claims from the Plan's uncashed check account.

5.17.2 Uncashed Checks in Plan Accounts. If the Plan Sponsor has deposited uncashed check proceeds, including uncashed checks originally issued by a prior service provider, into a Plan uncashed check account prior to the Effective Date of the Agreement, Empower will provide the EMP Services if the uncashed check records provided to Empower reconcile to the funding for such account as reasonably determined by Empower. Plan Sponsor is responsible for providing records for uncashed checks as requested by Empower, including payee information, for such uncashed checks to be included in the EMP Services. Plan Sponsor acknowledges that the Plan uncashed check account was established solely for the purpose of holding Plan uncashed benefit checks and unclaimed account proceeds and that the Plan Sponsor has not utilized the proceeds of such account for any other purpose other than payment of reasonable costs associated with identifying and locating missing or unresponsive Participants.

6 ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

6.1 Automated Voice Response System. Participants will have access to an automated voice response system via a domestic toll-free number and international toll number to inquire or make account changes from a telephone. Inquiry services available from the automated voice response system will use share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available twenty-four hours a day, seven days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

6.2 Participant Service Representatives. Participant service representatives will be available by a domestic toll-free number and international toll number to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 8:00 am and 10:00 pm Eastern Time and on Saturdays between 9:00 am and 5:30 pm Eastern Time.

6.3 Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online through the Plan Service Center to inquire or make changes while administering the Plan. On request, Empower will make representatives available to assist the Plan Sponsor in properly accessing and processing transactions on Empower's Plan Sponsor website. Empower's website will be available consistent with the availability of the automated VRU.

6.4 Participant Website

6.4.1 Website Use. Empower shall, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "**Website Services**"). Plan Sponsor shall not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "**User ID**") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor shall be responsible for the compliance by its users with the applicable terms of this section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this section. Transmissions through the internet are inherently unsecure, virus protection software, firewalls and other security measures are not foolproof, and the Website Services and their content are not invulnerable to

fraud or hacking. Empower may perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Empower will not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features relating to the Website Services that are consistent with the Agreement and commercially reasonable industry standards.

6.4.2 Access to Participant Website. Participants will have access to a website to inquire or make certain account changes on the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and iOS Watch app. The Android and iOS Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps are subject to the terms of the Agreement, as related to privacy and data security.

6.4.3 Website Availability. The website will be available twenty-four hours a day, seven days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

6.4.4 Enhancements. Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Empower shall offer such additions at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

7 PARTICIPANT EDUCATION, FINANCIAL WELLNESS AND ADVICE SERVICES

Empower shall provide employee plan and investment education and communications materials, including education and planning tools.

7.1 Empower Participant Experience. With certain exceptions, Empower provides Participants with an estimated hypothetical monthly retirement income and goal based on several factors including the Participant's Plan assets, Plan contribution rates and compensation data on the Participant website.

7.2 Health Cost Estimator. With certain exceptions, Empower shall provide Participants access to Empower's Health Cost Estimator (as defined below) on the Participant website. Health Cost Estimator provides Participants with estimated monthly health care expenses based on retirement age and certain personal health condition information provided to Empower by Participants ("**Health Cost Estimator**"). All health care costs and projections are provided by an unrelated third-party vendor. The Health Insurance Portability and Accountability Act of 1996 does not apply to any personal health condition information provided to Empower by Participants. Such health condition information is owned by the Participant and not Plan Sponsor and Empower shall not disclose any health condition information provided to Empower by Participants to Plan Sponsor without the Participant's consent. Empower shall, except as provided in the preceding sentence, otherwise treat such health condition information as Personal Data under Section 3 [Confidentiality] of the Agreement. Plan Sponsor shall not use any information it obtains through Health Cost Estimator other than for Plan purposes, contribution rates and compensation data.

7.3 Plan and Financial Education. Empower shall send certain action-oriented education communications to Participants according to a Participant's behavior, preferences, and information. Messaging will include: (i) educational information about the tools and services available in the Plan; (ii) actions a Participant may take to build individual retirement savings; (iii) general financial topics to help Participants reach their financial goals; and (iv) information on additional options available that may provide a Participant with a more comprehensive savings strategy. A Participant must have an email address on file with Empower to receive such communications by email. The Participant can opt out of receiving these emails at any time as required by applicable law. Empower represents that education communications distributed to Participants under this Section are for educational purposes only and will not constitute investment advice under ERISA or other applicable law or regulation.

7.4 Distribution Education.

7.4.1 Empower or its Affiliates will make retirement education consultants available to terminated Participants to provide information regarding distribution options available under the Plan.

7.4.2 Empower may provide distribution education services to Participants and may contact terminated Participants who are eligible to receive distributions under the Plan including on rollover services and products offered by Empower on request. Notwithstanding anything to the contrary, this section 7.4.2 does not apply to New York government 457 deferred compensation plans.

7.5 Financial Wellness Services.

7.5.1 Empower's financial wellness program provides Participants with tools and services to review overall financial wellness including the ability to assess total assets and liabilities and access tools that allow Participants to complete a personalized online assessment, the output of which provides the user with ideas on the next steps they can take to address financial concerns they identified when completing the assessment and educational resources to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics.

7.5.2 Empower or its Affiliates may make financial education consultants available to Participants to provide financial wellness consultations and may contact Participants to offer financial wellness consultations as agreed to by the Participant. Consultations involve topics such as: budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets. Empower's financial wellness tools, services and consultations may include information on financial products and services made available by Empower or third-party providers if such information is requested or agreed to by the Participant. Participants may pay fees if they choose certain products. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable financial wellness products and the fees and payments that may be received by Empower is available on request. Notwithstanding anything to the contrary, this section 7.5.2 does not apply to New York government 457 deferred compensation plans.

7.6 Investment and Distribution Advice.

7.6.1 Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain Plan transactions, such as point-in-time investment advice on designated investment alternatives and investment advisory services available under the Plan. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower shall provide such fiduciary services pursuant to applicable law.

7.6.2 Empower may offer recommendations on distribution and rollover options, which may include services and products offered by Empower and its Affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower shall provide such fiduciary services pursuant to applicable law. Notwithstanding anything to the contrary, this section 7.6.2 does not apply to New York government 457 deferred compensation plans.

7.7 Empower Debt Counseling Services. Empower has an arrangement with an unrelated third-party provider (“**Provider**”) to offer Debt Counseling Services to be made available to Participants.

- a. Provider will make available the following Debt Counseling Services to Participants:
 - i. Access to certified financial counselors to receive assistance with budgeting, money management, managing debt, housing concerns, and understanding credit reports.
 - ii. Access to a Debt Management Plan (“**DMP**”) allowing Participants who meet the necessary criteria to consolidate and repay debts through the DMP.
 1. Participants interested in accessing a DMP must sign an agreement directly with the Provider. The standard DMP setup fee is waived.
 2. A monthly maintenance fee will be billed directly to the Participants while the DMP is active.
 3. Participants can choose to end the DMP at any time, without penalty.
 - iii. Access to housing counselors for standard rental counseling, pre-purchase, mortgage delinquency and foreclosure prevention. Special assistance with enhanced versions of these housing programs, such as homebuyer readiness or reverse mortgage counseling services, may require a fee.
- b. If a Participant is interested in utilizing any Provider services that will require a fee, they must sign an agreement directly with the Provider.
- c. Upon request, Empower can provide Plan Sponsor with reporting metrics on the utilization of the Debt Counseling Services.
- d. Empower reserves the right to change, at its discretion, the third-party provider it contracts with to provide Debt Counseling Services, and Plan Sponsor agrees that this Schedule will remain in full force and effect with respect to any third-party provider Empower contracts with to provide Debt Counseling Services.
- e. Empower intends to provide ongoing access to the identified Provider but reserves the right to cease providing such access at any time.
- f. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable fees and payments that may be received by Empower is available on request.

8 REPORTING & PLAN DOCUMENT SERVICES

8.1 Reporting.

8.1.1 Participant Reporting. Empower shall provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower shall also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan if such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements will be distributed under with Section 2.9 [Electronic Delivery] of this Schedule. Statements will be available within fifteen Business Days after receipt of final information in good order from third party sources. The first quarterly statement following the Schedule Effective Date may be available at a later date while records are being established.

8.1.2 Participant Fee Disclosure Services. Empower agrees to create a Participant fee disclosure, based on the U.S. Department of Labor's Model Comparative Chart, to assist the Plan Administrator with meeting its obligations under 29 CFR §2550.404a-5 (also known as the Participant fee disclosure regulation) for the Plan Sponsor's review and approval. Empower shall distribute the fee disclosure document to Participants under with Section 2.9 [Electronic Delivery] of this Schedule.

8.1.3 Plan Sponsor Reporting. Empower shall provide a report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty Business Days after each calendar quarter end ("Employer Plan Summary Report"). The first report following the Schedule Effective Date may be available at a later date while records are being established. Empower shall provide the following Plan information in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii) Participant summary – a report of account activity for each Participant.

8.2 Compliance Services. Empower has not been retained to perform any necessary compliance services. Plan Sponsor shall perform compliance services or retain a third party to provide such services.

8.3 Designation of Third-Party Administrator as Agent of Plan Sponsor; Authorization. Plan Sponsor represents, acknowledges and agrees that Plan Sponsor may retain a Third-Party Administrator ("TPA") to provide certain administrative and compliance services for the Plan under a separate agreement between the TPA and Plan Sponsor. If Plan Sponsor retains a TPA, Plan Sponsor shall provide Empower with proper notice and information regarding the services to be provided by such TPA. For Empower to implement such services, Plan Sponsor designates the TPA as an agent of Plan Sponsor, and authorizes and Directs Empower to grant the TPA access to Plan and participant information and to reports produced by Empower. Such access permits the TPA to update Plan and participant information and approve plan operations, including distributions. Plan Sponsor has, in a separate agreement, authorized the TPA as its limited agent and hereby authorizes and Directs Empower to (1) construe any TPA Directions or certifications as Plan Sponsor Directions, and (2) comply with Directions provided by the TPA. If the agreement between Plan Sponsor and the TPA is terminated for any reason, Plan Sponsor shall notify Empower within five (5) business days of such termination. Plan Sponsor acknowledges and understands that it may appoint a successor TPA eligible to participate in Empower's TPA program and may direct the terminated TPA to transfer the Plan's records to the successor TPA selected by Plan Sponsor. Plan Sponsor understands and agrees that, if a successor TPA is appointed, Empower shall comply with any successor TPA Directions.

8.3.1 Plan Sponsor hereby acknowledges and agrees that, in order for the TPA to provide services to the Plan, Empower may enter into an Agreement with the TPA (the “**TPA Agreement**”) enabling Empower and the TPA to interact and communicate in order to provide services to the Plan. In the event that such TPA Agreement is terminated due to TPA dissolution, bankruptcy, or other reasons, Empower will notify Plan Sponsor as promptly as administratively possible.

8.4 Plan Document Services. Empower will offer a pre-approved and/or volume submitter plan document, a standard summary plan description and plan document amendments required by changes in applicable laws and regulations. If Plan Sponsor declines to use Empower’s pre-approved and/or volume submitter plan document, it acknowledges that Empower shall not be responsible to provide plan document updates or other plan document services as described in the Agreement.

9 OPTIONAL ADMINISTRATIVE SERVICES

The following optional administrative services may be provided upon Plan Sponsor election and meeting certain requirements. Additional fees may apply.

9.1 Loan Approval. Plan Sponsor can instruct and authorize Empower to process, without Plan Sponsor approval, Participant loan requests submitted in a manner acceptable to Empower. If the Plan is subject to spousal consent requirements, loans may only be initiated by paper forms and not online or by VRU. Plan Sponsor shall specifically authorize each principal residence loan request.

9.2 Distribution Processing. Plan Sponsor can instruct and authorize Empower to process, without Plan Sponsor approval, requests for distributions in good order and in a manner acceptable to Empower. If Plan Sponsor does not provide the Participant’s termination date or other required information, Plan Sponsor instructs Empower to route the request to Plan Sponsor for approval before processing the distribution.

9.3 In-Service Distributions at 59 ½. Plan Sponsor can instruct and authorize Empower to process, without Plan Sponsor approval, Participant age 59½ in-service distribution requests received in good order and in a manner acceptable to Empower.. If Plan Sponsor has not provided a Participant’s birth date, or if there is a discrepancy between the birth date on the system and the birth date on the request form submitted by the Participant, Plan Sponsor Directs Empower to reject the request pending further information.

9.4 Voluntary In-Service De Minimis Distributions (for Governmental 457(b) plans only). Plan Sponsor can instruct and authorize Empower to process, without Plan Sponsor’s further approval, Participant-initiated De Minimis distribution requests received in good order and in a manner acceptable to Empower.

9.5 Automated Mandatory Distributions (De Minimis). Empower can perform automated mandatory distributions of small account balances, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

9.6 Required Minimum Distributions (RMDs). Plan Sponsor can instruct Empower to provide a notice to Participants who, based on Plan Sponsor records reflected on Empower’s recordkeeping platform, may be RMD eligible. The Plan Sponsor may download an RMD report via the PSC to verify the

accuracy of Participant data and to confirm whether a Participant has already met the Plan's RMD rules for the applicable tax year. If the Participant does not timely provide an election for the RMD as described in the notice, the Plan Sponsor shall provide timely Direction to Empower relating to processing any RMD payments before the regulatory deadline. Empower shall process RMDs upon receipt of a Participant or Plan Sponsor request in good order.

9.7 Hardship Distribution Services for 401(a) and 401(k) Plans. Upon election, Plan Sponsor Directs Empower to review and process, on behalf of the Plan Sponsor, Participant hardship distribution requests received in good order and under with procedures provided by Empower.

9.8 Review and Adjudication of Domestic Relations Orders. If the Plan accepts Qualified Domestic Relations Orders ("QDROs"), Plan Sponsor Directs Empower to provide review and adjudication of Participant domestic relations orders ("DROs") under the administrative procedures provided by Empower and/or its subcontractor. Empower has partnered with a third party QDRO determination service supplier to provide the DRO adjudication services described in this section 5.8. Plan Sponsor or Plan Administrator shall adopt the administrative procedures provided by Empower and/or the QDRO determination service supplier as the Plan's procedures for review and adjudication of DROs as QDROs. Empower will complete an administrative review of DROs submitted to Empower following a determination by the QDRO determination service supplier that the DRO may be considered an QDRO pursuant to the administrative procedures on or after the Effective Date of this Agreement. This adjudication process will include a review of the DRO to determine the amount of the alternate payee's award, mailing address, and social security number. Empower will establish an alternate payee account or process a distribution to the alternate payee, provided the distribution request is received in good order and in a manner satisfactory to Empower. Plan Sponsor Directs Empower to determine the amount payable to the alternate payee based solely on the Participant account records on Empower's recordkeeping system.

9.8.1 If the alternate payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan and the Participant has additional assets in a non-Core SDB, Empower shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the SDB into the core investment options, to enable the processing of the QDRO. If the Participant fails to transfer the necessary amount within fifteen Business Days of the date of the notification, and if the necessary amount is available in the SDB money market, Plan Sponsor Directs Empower to transfer such amount into the Default Investment Option. If there are insufficient available funds in the SDB money market, Plan Sponsor Directs Empower to notify the SDB provider to liquidate all the Participant's SDB investments and to transfer the entire amount into the Default Investment Option.

9.9 Empower Health Reimbursement Account. Empower uses a third-party custodian and administrator ("**Service Provider**") to provide an integrated end-to-end health reimbursement account solution for employers and their employees ("**Empower HRA**"). The Service Provider is the custodian and administrator of the Empower HRA, and the Service Provider and Empower shall share health reimbursement account information as necessary to streamline the user experience. In no event will Empower receive Health Insurance Portability and Accountability Act protected information from the Service Provider.

9.9.1 The specific services, available based on Plan type, that may be provided by Service Provider as Directed by Employer can include: (i) prepare documentation for the Plan in accordance with the Code or applicable law; (ii) prepare trust documentation for the Plan; (iii) administrative duties, as applicable; (iv) Plan amendments; (v) perform a discrimination test annually; (vi) summary of benefit

coverage, as needed; (vii) prepare Form 990 on an annual basis for filing; (viii) prepare and submit Form 5500 to electronic filing service for filing; and (ix) provide certain COBRA administration services.

9.9.2 Changes to HRA contribution amounts may be made directly between the Service Provider and Plan Sponsor ("**Employer**" for this Section). Employer can Direct Empower to take HRA contribution changes directly from employees and transmit such changes to the Employer. Empower shall forward updated deferral information to Employer according to the schedule elected by Employer.

9.9.3 Service Provider will charge certain fees to Employer and Participants for the HRA Services, such fees are available on request. Empower shall invoice Employer for any Employer listed fees and Participant listed fees will be deducted from their account balance.

9.10 Retirement Income Solutions. Empower partners with asset management and insurance providers to provide in-plan guaranteed retirement income solutions ("**Retirement Income Solutions**") to Participants, which are subject to eligibility requirements and restrictions. Plan Sponsor may elect a Retirement Income Solution for the Plan by completing a separate administrative form. Such administrative form will set forth the applicable Retirement Income Solution.

EXHIBIT A-1:**FLOAT DISCLOSURE**

Empower Trust Company, LLC and its affiliates utilize various omnibus accounts at an unaffiliated bank (collectively, the “Omnibus Account”) to facilitate transactions for or in connection with the Plan, including contributions, distributions and the payment of taxes. Empower’s use of the Omnibus Account for many clients allows Empower to increase efficiency and charge plans lower fees than if the Plan utilized its own bank account. While assets are held in the Omnibus Account, the assets may generate earnings, which are commonly referred to as “float.” This Float Disclosure describes how float is earned and used.

When is float earned?

Float begins to accrue when assets are deposited in the Omnibus Account and ceases to accrue when the assets leave the Omnibus Account. The amount of float earned with respect to Plan-related transactions depends on (i) the length of time the assets are held in the Omnibus Account and (ii) the rate or return earned by the investment of assets deposited in the Omnibus Account.

Under what circumstances are assets held in the Omnibus Account?

Contributions Pending Investment. Contributions to the Plan will generally be held in the Omnibus Account when they are received and not able to be invested the same day. This may occur because the contributions are received too late in the day to be invested (e.g., after market close). In such cases, the contributions are generally invested the following business day. Contributions may also be held in the Omnibus Account where the instructions to purchase investment options are not in good order when the contributions are received. A contribution is received in “good order” when a contribution is accompanied by usable and complete data, and available funds equal to the total amount shown in the data. The Plan Sponsor is responsible for providing good order instructions to Empower. In such cases, contributions are generally invested within one business day after Empower receives instructions and funding that are deemed to be in good order. If the Plan Sponsor or participant (for example, in the case of a rollover) does not provide good order instructions or funding within a reasonable period of time (generally 15 business days), Empower will return the funding without earnings to the Plan Sponsor.

Proceeds Pending Distribution. Proceeds from Investment Option redemptions and other distributions will generally be held in the Omnibus Account pending distribution. The proceeds typically will be deposited in the Omnibus Account the day a transaction is settled and will be held in the Omnibus Account until the distribution check, ACH payment, or other form of payment is (i) cleared by the bank on which the check or payment is drawn or (ii) in the case of an uncashed check or failed payment, the amounts are processed following the stale date of the check consistent with the administrative procedures provided to the Plan Sponsor and which may be made available online via the Plan Sponsor Center (“PSC”) website, which may result in marking the funds for pre-escheatment or returning the funds to the plan. The amount of time we hold funds in the Omnibus Account depends on the time it takes for the recipient to receive the distribution. For example, proceeds distributed by check may be held in the Omnibus Account until the check is cashed by the recipient, which is beyond our control. Similarly, distributions made to federal or state governments (e.g., tax withholding or assets being transferred to a state unclaimed property program) typically remain in the Omnibus Account pending completion of the remittance process, which is subject to state and/or federal regulations that impact distribution timing. Funds distributed via ACH generally remain in an Omnibus Account for one business day. Funds distributed by Wire Transfers are generally sent within one business day following the day they are deposited into the Omnibus Account.

Upon request, Empower will provide you a report on the status of your Plan’s outstanding distribution checks. You may also review outstanding plan distributions by reviewing a plan disbursement report via your account on the PSC website.

What rate of return is earned on assets deposited in the Omnibus Account?

Amounts deposited in the Omnibus Account are generally invested in the higher-returning product of interest-bearing deposit accounts or in S&P AAA-rated government or treasury-backed money market mutual funds with weighted average maturities of less than 60 days with the aim of earning market returns for similar investment types. Neither the Plan Sponsor nor the Plan shall be liable for any diminution in the value of investments made with amounts deposited in the Omnibus Account.

Earnings rates for Omnibus Account deposits may change daily. Historical rates are available upon request and may also be posted to your PSC account to assist you with calculating an estimate of float earnings for your plan.

How is float used?

Any float earned by ETC, Empower, and/or its affiliates is used to defray the expenses for the maintenance of the Omnibus Account, and in the event the amount of float earned exceeds the amount necessary to defray the expenses for the maintenance of the Omnibus Account, such excess is retained by ETC, Empower, and/or its affiliates as compensation for its services to the Plan. To the extent the expenses associated with the maintenance of the Omnibus Account exceed the float earned, ETC, Empower and/or its affiliates will pay the maintenance expenses. The Plan is not responsible for the expenses associated with ETC's maintenance of the Omnibus Account.

Plan Sponsor may estimate the float earnings retained by Empower as compensation for the services it provides to the Plan by reviewing the ***Hypothetical Illustration of Float Earnings*** document attached to this float disclosure. In addition, you may request an estimated float earnings report for your plan at any time by contacting your Empower representative. Please note that the estimates calculate float earnings on a gross basis and do not reflect the applicable deductions for bank maintenance and transaction fees paid by Empower.

HYPOTHETICAL ILLUSTRATION OF FLOAT EARNINGS

How can the plan fiduciaries estimate the float compensation earned by Empower?

Empower and its affiliates utilize various omnibus accounts at an unaffiliated bank (collectively, the “Omnibus Account”) to facilitate transactions for or in connection with the Plan, including contributions and distributions. This means there are not separate accounts maintained for each client’s plan but rather all contributions that Empower receives for investment and held pending disbursement are invested in a single account. While assets are held in the Omnibus Account, the assets may generate earnings, which are commonly referred to as “float.” This float may be invested by Empower in the higher-returning product of interest-bearing deposit accounts or S&P AAA-rated government or treasury-backed money market mutual funds with weighted average maturities of less than 60 days (collectively, the “Investment.”)

Empower’s use of the Omnibus Account for many clients allows Empower to increase efficiency and charge plans lower fees than if the Plan utilized its own bank account. Although float is earned from all the assets held for multiple plans in the Omnibus Account, the chart and formulas below can be used by the Plan fiduciaries to estimate the amount of float Empower earns that may be attributed to their Plan.

Plan Transaction Type	Payment Type	Is Float Earned?	Amount of Float Interest Earned
Contributions	Incoming Wires	Yes	Daily until trade settlement, generally wire date + 1 business day
	Credit ACH	Yes	Daily until trade settlement, generally ACH date + 1 business day
	Debit ACH	No	Not applicable
	Checks – received in good order	No	Not applicable
	Checks – received not in good order	Yes	Daily until contribution request deemed in good order
Distributions	Check	Yes	Daily until check is cleared or voided
	Credit ACH	Yes	One day of interest

Float on Contributions. If the plan sponsor or participant initiate contributions by wire or ACH, then Empower receives float on the contributions received before 4 pm ET on a business day (the “trade date”), until Empower settles the trade on the next business day (the “settlement date”). This will result in one day of interest for contributions received on a Monday through Thursday and additional days for money received on Friday or on a day before a holiday.

The factors for calculating the float on contributions received by wire or ACH initiated by the plan sponsor are as follows:

- A plan’s total annual profit-sharing contribution of \$1,000,000 (A) would earn one day of interest (the trade date on which the money is received at Empower’s bank until settlement date).
- By way of example, the 1-day yield* of the Investment is assumed to be 4% (B). This rate is subject to change on a daily basis.

- To determine one day of earnings, the annual rate would be divided by 365 (C).

Based on these factors, the un compounded formula is:

(A) multiplied by (B) divided by (C) or in our example $\$1,000,000 \times 4\%/365 = \109.59

This calculation does not include a deduction for bank fees, which will reduce the earnings. This calculation would need to be performed for each contribution deposited with Empower or could be estimated based on an average contribution amount.

Float on Disbursements. If disbursements are made by check, Empower receives float until the check is cashed/presented back to our check disbursement bank account or voided.

- A plan that has annual benefit payments of \$1,000,000 (D) would earn interest on the balance during the period of time the check is outstanding. For illustration purposes, although Empower does not control when a participant cashes a check, let's assume checks are outstanding for 7 (E) days on average.
- By way of example, the 1-day yield* of the Investment is assumed to be 4% (B). This rate is subject to change on a daily basis.

To calculate the estimated float for the period of time the checks are outstanding, the un compounded formula is:

(D) multiplied by (B) divided by (C) and multiplied by (E) or in our example $\$1,000,000 \times 4\% / 365 \times 7 = \767.12

This calculation does not include a deduction for bank fees which will reduce the earnings.

- A plan carrying an average outstanding check balance of \$10,000 (F) would generate float interest on that balance throughout the year. You may request a report from Empower of uncashed checks over a 6-month period which could give you an estimate of your average outstanding check balance during that period. Assuming this same level of activity persists for an entire year, these outstanding checks would be subject to a full year of interest.
- By way of example, the 1-day yield* of the Investment is assumed to be 4% (B). This rate is subject to change on a daily basis.

Over a full year, the average interest rate would be applied to the average outstanding balance. Based on these factors, the un compounded formula is:

(F) multiplied by (B) or in our example $\$10,000 \times 4\% = \400.00

This calculation does not include a deduction for bank fees, which will reduce the earnings.

If disbursements are made by credit ACH, most transactions post to the plan account the next business day, so Empower may receive one day of float. This calculation would use the same formula but would divide the annual amount by 365 to calculate the daily amount. Using \$100,000 (G) as an example of a distribution paid via ACH, the un compounded formula is: (G) multiplied by (B) divided by (C) or in our example $\$100,000 \times 4\% / 365 \times 1 = \10.96

This calculation does not include a deduction for bank fees, which will reduce the earnings.

In summary, for each of the examples provided above:

Letters corresponding to examples above	Transaction Type	Amount	Estimated Uncompounded Float Earned, Not Including Deductions for Bank Fees
A	Annual contributions made by wire or credit ACH	\$1,000,000	\$109.59
B	Assumed 1-Day Yield	4%/365	-
C	365 Days used to determine one day of earnings	-	-
D	Annual Disbursements made by check	\$1,000,000	\$767.12
E	7-day outstanding check period	-	-
F	Uncashed Check Disbursements outstanding full year	\$10,000	\$400.00
G	Disbursements made via Credit ACH	\$100,000	\$10.96
Total Estimated Float			\$1,287.67

(A) multiplied by (B) divided by (C) or $\$1,000,000 \times 4\%/365 = \109.59

(D) multiplied by (B) divided by (C) and multiplied by (E) or $\$1,000,000 \times 4\% / 365 \times 7 = \767.12

(F) multiplied by (B) or $\$10,000 \times 4\% = \400.00

(G) multiplied by (B) divided by (C) or $\$100,000 \times 4\% / 365 = \10.96

*Current 1-day yield utilizes 4% for illustrative purposes in these examples. Historical earnings rates for Omnibus Account deposits are available upon request by contacting Empower.



Invest well. Live a little.™

PROPOSAL FOR RECORDKEEPING & ADMINISTRATIVE SERVICES

City of Springdale
November 24, 2025



City of Springdale

City of Springdale and Empower: Building a Partnership

As the team at City of Springdale (Springdale) considers the future of your retirement program, we would like to show you the many ways a partnership with Empower can benefit your organization and all your employees.

Our mission is simple: We want to empower financial freedom for all — with a vision to transform financial lives through advice, people, and technology. Leveraging our scale and resources to improve our clients' plans and help employees get the results they deserve is at the center of everything we do.

As one of the nation's foremost retirement plan providers, serving approximately 19.1 million participants¹, we have the expertise and capacity to address your needs and those of your employees. **Our experience serving more than 5,400 plans and approximately \$258.4 billion in assets² within the government sector has given us a unique perspective on providing exceptional service specific to the nuances of government retirement programs while helping you get the results you deserve.** It would be our privilege to partner with Springdale and help your employees pursue their financial goals with confidence.

The Empower Difference

We understand that Springdale's needs are unique — and we can offer unique solutions to meet them. We believe a partnership with Empower can benefit Springdale above and beyond what other providers offer in the following ways:

- We have extensive experience serving organizations of a similar size and scope to Springdale. We understand that your employees have diverse communication needs and preferences. We have the knowledge and experience to engage them based on their individual needs for when and how they prefer.
- Empower offers an open-architecture investment platform with more than 19,000 funds across more than 280 fund families, giving you the flexibility to build a custom investment lineup that meets your organization's goals. In addition to access to leading third-party managers, we offer a suite of institutional investment strategies designed to support long-term outcomes. In addition to broad access to external managers, Empower offers one of the most extensive selections of stable value products in the market — designed to meet the diverse needs of retirement plan investors. Our stable value solutions provide flexible investment options, competitive crediting rates across market environments, guarantees backed by strong financial strength, and the scale and experience of a provider managing more than \$200 billion³ in stable value assets.

The Tools to Pursue Financial Freedom

Empower is committed to helping your employees pursue their immediate and long-term financial goals through a combination of technology, people, and advice.

¹ As of June 30, 2025. Information refers to all retirement business of Empower Annuity Insurance Company of America (EAICA) and its subsidiaries, including Empower Retirement, LLC; Empower Life & Annuity Insurance Company of New York (ELAINY); and Empower Annuity Insurance Company (EAIC), marketed under the Empower brand.

² As of June 30, 2025.

³ As of March 31, 2025

City of Springdale

Our Empower Personal Dashboard™,⁴ is available via our website and our iOS® and Android™ mobile apps — and translates to Spanish with a single click. The dashboard provides a highly personalized savings experience with a three-dimensional view of a participant's entire financial picture, including:

- Current savings progress, including the Lifetime Income ScoreSM, which translates savings into an estimated percent to goal.
- The ability to aggregate outside assets, debts, and other factors into a comprehensive financial portal.
- Real-time tracking and visualization of net worth, spending, budgeting, cash flow, emergency funds, and more.

To keep people engaged with the financial journey, our Empower Communication Engine⁵ generates personalized messaging based on a person's specific financial situation and is designed with one goal in mind: to motivate positive actions and behaviors. The approach is delivered across multiple channels and delivers communications that are:

- Synchronized to be delivered where people will see them.
- Uniquely designed based on individual circumstances and precise financial situation.
- Dynamic to modify messaging strategies based on an individual's action — or inaction.

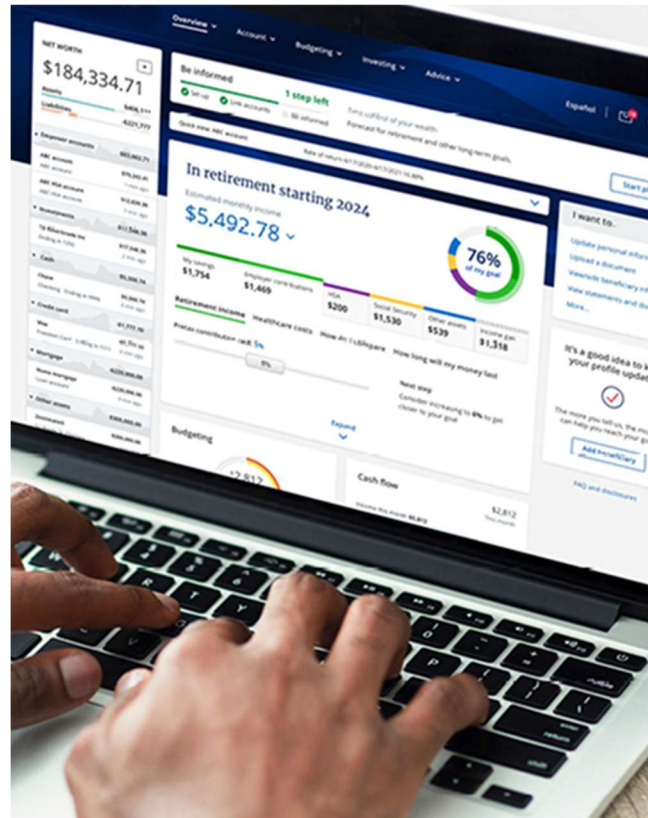
Real People, Real Conversations

Our digital resources are proven to get results,⁶ but we also know that one-on-one guidance is critical to long-term financial success.

We also believe that financial advice is essential — and should be available to everyone who wants it. We have created a robust advice program that includes:

- **Point-in-time fiduciary advice:** Unlike typical retirement programs, we will serve as a fiduciary to your employees and provide point-in-time advice for defined contribution assets on investment selection, savings strategies, and distribution options. This advice is available over the phone via our Customer Care and comes at no additional cost to the plan or participant.
- **Balanced advice:** Investment recommendations are generated by independent experts at Morningstar Investment Management, LLC — and are not in any way based on proprietary product requirements, representative commissions, or any other business considerations.

Your employees will also have access to Customer Care Center representatives who are available for extended weekend hours, are trained on the intricacies of your plan, and can help with a wide variety of services.



⁴ empower.wistia.com/medias/353udyq6hk

⁵ empower.wistia.com/media/4mijxy0ckf

⁶ People who link external accounts in the Empower Personal Dashboard show increased engagement and high savings rates. Findings from a survey conducted October 20-26, 2022, of 839 participants who added three or more external accounts.

City of Springdale

World-Class Plan Sponsor Support

At Empower, our people set us apart. We're proud to maintain a 99% client retention rate among our clients in your market segment,⁷ and we've achieved a 5-year average Net Promoter Score of 74⁸ – where scores above 50 are excellent and above 70 are world class.

Our plan sponsor experience provides cutting-edge tools designed to help improve plan results and simplify day-to-day administration. Empower uses a server-based recordkeeping platform developed and maintained to adapt to your evolving needs, swiftly respond to your requests, and provide enhancements quickly and effectively.

We also continuously invest in protecting our clients' accounts and information. Our security controls are routinely evaluated with SOC 2 Type II audits by independent auditors, which are considered the gold standard in security auditing for financial organizations.

Finally, we not only stand behind the security of customer accounts, we guarantee it. Through the **Empower Security Guarantee**,⁹ we affirm our promise to restore account losses caused by unauthorized transactions that occur through no fault of the account holder.

Our Commitment to Springdale

We understand that Springdale is looking for more than just a retirement plan provider — you're seeking a true partner who shares your values and is invested in your long-term success. Your employees rely on the benefits you offer to support their financial, physical, and emotional well-being. That is a responsibility we deeply respect.

Our commitment is to deliver an experience that reflects your goals and meets your people where they are. We will take the time to understand your organization, your challenges, and the outcomes that matter most — and we will work alongside you to build a benefits strategy that helps your employees thrive.

We're honored to be considered in your search for retirement plan services. We look forward to the opportunity to earn your trust and contribute to a partnership that is built on service, shared purpose, and lasting impact.

Fees

Full breakdown of all fees for recordkeeping services:

- **Asset-based fees**

12 basis points (bps) – this is an open architecture quote, with the exception of all fixed assets moving to Empower's Guaranteed Income Fund (net crediting rate of 3.35%).

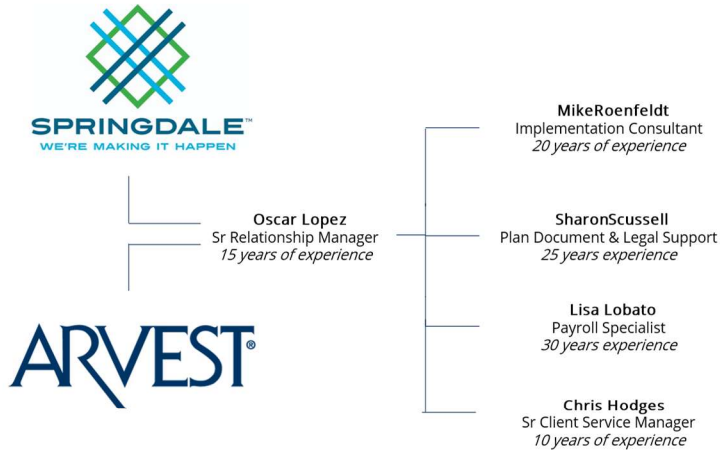
⁷ Empower data as of December 31, 2024.

⁸ NPS® (NPS) measures customer experience. According to Bain & Company, the creator of NPS. Government market NPS survey data provided as of the 5-year period, ending April 30, 2025. <https://www.questionpro.com/blog/nps-considered-good-net-promoter-score/>

⁹ For more information regarding account security and the Security Guarantee's conditions, visit empower.com and click on Security Center at the bottom of the page.

City of Springdale

Empower Team



YOUR PLAN SPONSOR EXPERIENCE

Professionals dedicated to the success of your plan

- Extensive experience with plans like yours
- A collaborative partnership between the team and you

Marsh McLennan is not affiliated with Empower Retirement, LLC or its affiliates.
FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY
RO1730039-0721



RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2025
BUDGET OF THE CITY OF SPRINGDALE**

WHEREAS, the City of Springdale Animal Services department recently experienced a destructive hail storm that damaged a portion of their city-owned vehicles, and

WHEREAS, the City of Springdale has received funds that have not been appropriated from insurance settlements, and

WHEREAS, the Animal Services department has requested that these funds be appropriated to their vehicle maintenance account for repairs completed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2025 Budget of the City of Springdale Animal Services department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Amended Budget</u>
Animal Services	101-0104-425-5111	Vehicle Maintenance	\$ 12,000	\$ 13,396.59	\$ 25, 396.59

PASSED AND APPROVED this ____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

NWA Dents and Dings

Mailing: 50 Ruthwell Drive, Bella Vista, Arkansas, 72715
nwadentsanddings@yahoo.com
Phone: (479) 981-4848 | Tax ID: 46-0566487

Invoice# 428
Date Created: 11/07/2025
P.O.#: _____

City Of Springdale

201 Spring Street, Springdale, AR, 72764 | 4797514542 | mbell@springdalear.gov

2022 Ford F-250 Super Duty, White

VIN: 1FT7X2A62NEG15233
Odometer: _____

Stock/RO#: 2301
License: _____



Vehicle Owner: City Of Springdale
201 Spring Street, Springdale, ARKANSAS, 72764 | (479) 751-4542

Vehicle Condition: Insurance:
Estimate Location: Address:
Reflection: Phone:
Days to Repair: Email:
Policy #: Policy #:

Claim #: 2500747-170
Date of Loss:
Deductible:
Adjuster:
Phone:

Services Summary:

Misc: \$8,865.14 - **PDR:** \$8,988.74, **Tax:** \$876.40, **Deductible:** \$-1,000.00
Repaired By: - Danny Milner

Invoice Totals

Service Type	Rate	Hours	Total
Misc	-	-	\$8,865.14

I have inspected my vehicle(s) and am satisfied that NWA DENTS AND DINGS has completed repairs to my satisfaction.

Grand Total: \$8,865.14



BALANCE DUE: \$8,865.14

TAX PAID ON AMOUNTS
OVER \$2500.00
(REBATE)

Transaction# 13700
Date 12.5.25
Account # 1010104425511
Project # _____
Invoice # 428
Amount \$ 9865.14
Description HAIL DAMAGE
AC TRUCK 15233
Approved By County J. J.

NWA Dents and Dings

Mailing: 50 Ruthwell Drive, Bella Vista, Arkansas, 72715
nwadentsanddings@yahoo.com
Phone: (479) 981-4848 | Tax ID: 46-0566487

Invoice# 429
Date Created: 11/16/2025
P.O.#: _____

City Of Springdale

201 Spring Street, Springdale, AR, 72764 | 4797514542 | mbell@springdalear.gov

2015 Ford F-150, White

VIN: 1FTEX1C87FKD50165
Odometer: _____

Stock/RO#: 1515
License: _____



Vehicle Owner: City Of Springdale
201 Spring Street, Springdale, ARKANSAS, 72764 | (479) 524-3216

Vehicle Condition: _____
Estimate Location: _____
Reflection: _____
Days to Repair: _____
Insurance: _____
Address: _____
Phone: _____
Email: _____
Policy #: _____

Claim #: 2500747-17
Date of Loss: _____
Deductible: _____
Adjuster: _____
Phone: _____

Services Summary:

Misc: \$2,628.82 - PDR: \$3,306.00, Tax: \$322.82, Deductible: \$-1,000.00

Repaired By: - Danny Milner

Invoice Totals

Service Type	Rate	Hours	Total
Misc	--	--	\$2,628.82

I have inspected my vehicle(s) and am satisfied that NWA DENTS AND DINGS has completed repairs to my satisfaction.

Grand Total: **\$2,628.82**



BALANCE DUE: \$2,628.82

TAX PAID ON AMOUNTS
OVER \$2500.00
(REBATE)

Transaction# 14000
Date 12.5.25
Account # 101010442511
Project # _____
Invoice # 429
Amount \$ 2628.82
Description HAIL DAMAGE
Approved By Courtney J. f AC TRUCK 50165

NWA Dents and Dings

Mailing: 50 Ruthwell Drive, Bella Vista, Arkansas, 72715
nwadentsanddings@yahoo.com

Phone: (479) 981-4848 | Tax ID: 46-0566487

Invoice# 430
Date Created: 11/16/2025
P.O.#: _____

City Of Springdale

201 Spring Street, Springdale, AR, 72764 | 4797514542 | mbell@springdalear.gov

2015 Ford F-150, White

VIN: 1FTEX1C85FKD50164
Odometer:

Stock/RO#: 1514
License:



Vehicle Owner: City Of Springdale

201 Spring Street, Springdale, ARKANSAS, 72764 | (479) 751-4542

Vehicle Condition: Insurance:

Claim #: 2500747-171

Estimate Location: Address:

Date of Loss:

Reflection: Phone:

Deductible:

Days to Repair: Email:

Adjuster:

Policy #:

Phone:

Services Summary:

Misc: \$1,357.62 - **PDR:** \$2,148.17, **Tax:** \$209.45, **Deductible:** \$-1,000.00

Repaired By: - Danny Milner

Invoice Totals

Service Type	Rate	Hours	Total
Misc	-	-	\$1,357.62

I have inspected my vehicle(s) and am satisfied that NWA DENTS AND DINGS has completed repairs to my satisfaction.

Grand Total: **\$1,357.62**



BALANCE DUE: \$1,357.62

Transaction# 13800
Date 12.5.25
Account # 1010104425 5111
Project # _____
Invoice # 430
Amount \$ 1357.62
Description HAIL DAMAGE
A5- Approved By County Jk

NWA Dents and Dings

Mailing: 50 Ruthwell Drive, Bella Vista, Arkansas, 72715
nwadentsanddings@yahoo.com

Phone: (479) 981-4848 | Tax ID: 46-0566487

Invoice# 431
Date Created: 11/16/2025
P.O.#: _____

City Of Springdale

201 Spring Street, Springdale, AR, 72764 | 4797514542 | mbell@springdalear.gov

2022 Ford F-250 Super Duty, White

VIN: 1FT7X2B66NEG15234
Odometer:

Stock/RO#: 2302
License:



Vehicle Owner: City Of Springdale

201 Spring Street, Springdale, ARKANSAS, 72764 | (475) 145-42

Vehicle Condition: Insurance:

Claim #: 2500747-173

Estimate Location: Address:

Date of Loss:

Reflection: Phone:

Deductible:

Days to Repair: Email:

Adjuster:

Policy #:

Phone:

Services Summary:

Misc: \$545.01 - PDR: \$1,407.75, Tax: \$137.26, Deductible: \$-1,000.00

Repaired By: - Danny Milner

Invoice Totals

Service Type

Rate Hours Total

Misc

-- -- \$545.01

I have inspected my vehicle(s) and am satisfied that NWA DENTS AND DINGS has completed repairs to my satisfaction.

Grand Total: \$545.01



BALANCE DUE: \$545.01

Transaction# 13900
Date 12.5.25
Account # 1010104425 5111
Project #
Invoice # 431
Amount \$ 545.01
Description HAIL DAMAGE
AS- AC TRUCK 15234
Approved By Country J

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM THE RANDY & BETTINNA COGER REVOCABLE TRUST FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6 (Tracts 17, 18, and 21), said lands being owned by the Randy & Bettinna Coger Revocable Trust, also known as Washington County Tax Parcel No. 815-26115-000, 815-26114-000, and 815-26111-000, located at 205 E. Sunset, 207 E. Sunset, and 213 E. Sunset Avenue, Springdale, Washington County, Arkansas (collectively “the Property”);

WHEREAS, the City’s estimate of compensation for the easements over and across the Property, as determined by an appraisal, is \$122,850.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$132,850.00 to acquire the easements over and across the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$10,000.00 to acquire the easements over and across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements over and across the property located at 205 E. Sunset, 207 E. Sunset, and 213 E. Sunset Avenue, for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by the Randy & Bettinna Coger Revocable Trust, for the total sum of \$132,850.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



APPRAISAL REPORT

ON

THE COGER REVOCABLE TRUST PROPERTY
(.234± ACRE/10,200± SQUARE FEET);
LOCATED AT 205 E. SUNSET AVENUE,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6891-17

AS OF

NOVEMBER 19, 2025

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian*

November 25, 2025

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Coger Revocable Trust Property; Located at 205 E. Sunset Avenue, Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 4,054± square feet (SF) in right of way (ROW), and 1,414± square feet (SF) in permanent utility easement (PUE), as of November 19, 2025; and, the market value of the Remainder Property after the acquisition of 4,054± SF in ROW, and 1,414± SF PUE are in place, also as of November 19, 2025.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is our opinion the market value of the subject property, as of November 19, 2025, was as follows:

Whole Property	=	\$205,400
Remainder Property	=	<u>\$142,100</u>
Damage to Market Value	=	\$ 63,300

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 205 E. Sunset Avenue, Springdale, Arkansas
Client: City of Springdale
Fee Owner: Randy Cogger and Bettinna Cogger, Trustees of the Randy Cogger and Bettinna Cogger Revocable Trust u/t/d June 6, 2017
Mailing Address: P.O. Box 446, Huntsville, AR, 72740

Area Of The Whole:	.234± AC, or 10,200± SF	Permanent Utility Easement:	.03± AC, 1,414± SF
Area Of Remainder:	.14± AC, or 6,146± SF		
Area Of Acquisition:	.09± AC, or 4,054± SF		

HIGHEST AND BEST USE:

Whole Property	As Vacant –Medium Density Multifamily Development As Improved-Continued Single Family Use
Remainder Property	As Vacant –Medium Density Single-family Development As Improved-Continued Single Family Use

ACQUISITION COMPENSATION:**Before**

Land: 10,200± SF @ \$10.20/SF (Rounded)	\$	104,050	
Improvements: Dwelling & Site Improvements	\$	101,350	
Total:		\$	205,400

After

Land: 6,146± SF @ \$7.85/SF (Rounded)	\$	48,250	
Improvements: Dwelling & Site Improvements	\$	93,850	
Total		\$	<u>142,100</u>

FAIR MARKET VALUE OF ACQUISITION	\$	63,300
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Temporary Construction Easement		<u>0</u>
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Total Compensation as of: November 19, 2025	\$	<u>63,300</u>
--	----	---------------

ALLOCATION OF COMPENSATION

Land: 4,054± SF @ \$10.20/SF (RND)	\$	41,400
Permanent Utility Easement: 1,414± SF @ \$10.20	\$	14,400
Temporary Construction Easement: Not Applicable	\$	0
Improvements: 2 Trees	\$	2,500
Damages: Dwelling	\$	5,000
Cost to Cure Items: Not Applicable	\$	<u>0</u>
Total Compensation:	\$	63,300



Shannon Reed Mueller, MAI, R/W-AC, CG2302
 REED & ASSOCIATES, INC.



APPRAISAL REPORT

ON

THE COGER REVOCABLE TRUST PROPERTY
(.234± ACRE/10,200± SQUARE FEET);
LOCATED AT 207 E. SUNSET AVENUE,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6891-18

AS OF

NOVEMBER 14, 2025

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian*

November 25, 2025

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Coger Revocable Trust Property; Located at 207 E. Sunset Avenue, Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 2,734± square feet (SF) in right of way (ROW), and 1,414± SF in permanent utility easement (PUE), as of November 14, 2025; and, the market value of the Remainder Property after the acquisition of 2,734± SF in ROW, and 1,414± SF in PUE are in place, also as of November 14, 2025.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of November 14, 2025, was as follows:

Whole Property	=	\$ 107,300
Remainder Property	=	<u>\$ 61,750</u>
Damage To Market Value	=	\$ 45,550

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 213 E. Sunset Avenue, Springdale, Arkansas
Client: City of Springdale
Fee Owner: Randy Cogger and Bettinna Cogger, Trustee's of the Randy Cogger and Bettinna Cogger Revocable Trust u/t/d June 6, 2017
Mailing Address: P.O. Box 446, Huntsville, AR, 72740

Area Of The Whole: .234± AC, or 10,200± SF Permanent Utility Easement: .03± AC, 1,414± SF
 Area Of Remainder: .17± AC, or 7,466± SF
 Area Of Acquisition: .06± AC, or 2,734± SF

HIGHEST AND BEST USE:

Whole Property As Vacant –Medium Density Multifamily Development
 As Improved-Continued Residential Use
 Remainder Property As Vacant –Medium Density Multifamily Development
 As Improved-Continued Residential Use

ACQUISITION COMPENSATION:

Before		
Land: 10,200± SF @ \$10.20/SF (Rounded)	\$	104,050
Improvements: 4 Trees	\$	3,250
Total:	\$	107,300
After		
Land: 7,466± SF @ \$8.27/SF (Rounded)	\$	61,750
Improvements: N/A	\$	0
Total	\$	61,750
FAIR MARKET VALUE OF ACQUISITION	\$	45,550
Temporary Construction Easement: N/A		0
Total Compensation as of: November 14, 2025	\$	45,550

ALLOCATION OF COMPENSATION

Land: 2,734± SF @ \$10.20/SF (RND)	\$	27,900
Permanent Utility Easement: 1,414± SF @ \$10.20/SF (RND)	\$	14,400
Temporary Construction Easement:	\$	0
Improvements: 4 Trees	\$	3,250
Damages: Not Applicable	\$	0
Cost to Cure Items: Not Applicable	\$	0
Total Compensation:	\$	45,550



Shannon Reed Mueller, MAI, R/W-AC, CG2302
 REED & ASSOCIATES, INC.



APPRAISAL REPORT

ON

THE COGER REVOCABLE TRUST PROPERTY
(.234± ACRE/10,200± SQUARE FEET);
LOCATED AT 213 E. SUNSET AVENUE,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6891-21

AS OF

NOVEMBER 14, 2025

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian*

November 24, 2025

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Coger Revocable Trust Property; Located at 213 E. Sunset Avenue, Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 7± square feet (SF) in right of way (ROW), and 1,361± SF in permanent utility easement (PUE), as of November 14, 2025; and, the market value of the Remainder Property after the acquisition of 7± SF in ROW, and 1,361± SF in PUE are in place, also as of November 14, 2025.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of November 14, 2025, was as follows:

Whole Property	=	\$ 104,050
Remainder Property	=	\$ 90,050
Damage To Market Value	=	\$ 14,000

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 213 E. Sunset Avenue, Springdale, Arkansas
Client: City of Springdale
Fee Owner: Randy Cogger and Bettinna Cogger, Trustee's of the Randy Cogger and Bettinna Cogger Revocable Trust u/t/d June 6, 2017
Mailing Address: P.O. Box 446, Huntsville, AR, 72740

Area Of The Whole:	.234± AC, or 10,200± SF	Permanent Utility Easement:	.03± AC, 1,361± SF
Area Of Remainder:	.234± AC, or 10,193± SF		
Area Of Acquisition:	.00016± AC, or 7± SF		

HIGHEST AND BEST USE:

Whole Property	As Vacant –Medium Density Multifamily Development As Improved-Continued Residential Use
Remainder Property	As Vacant –Medium Density Multifamily Development As Improved-Continued Residential Use

ACQUISITION COMPENSATION:

Before			
Land: 10,200± SF @ \$10.20/SF (Rounded)	\$	104,050	
Improvements: Not Considered	\$	0	
Total:		\$	104,050
After			
Land: 10,193± SF @ \$8.83/SF (Rounded)	\$	90,050	
Improvements: N/A	\$	0	
Total		\$	<u>90,050</u>
FAIR MARKET VALUE OF ACQUISITION		\$	14,000
Temporary Construction Easement: N/A			<u>0</u>
Total Compensation as of: November 14, 2025		\$	<u>14,000</u>

ALLOCATION OF COMPENSATION

Land: 7± SF @ \$10.20/SF (RND)	\$	100
Permanent Utility Easement: 1,361± SF @ \$10.20/SF (RND)	\$	13,900
Temporary Construction Easement:	\$	0
Improvements: Not Applicable	\$	0
Damages: Not Applicable	\$	0
Cost to Cure Items: Not Applicable	\$	0
Total Compensation:	\$	<u>14,000</u>

Shannon Reed Mueller

Shannon Reed Mueller, MAI, R/W-AC, CG2302
 REED & ASSOCIATES, INC.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
AV EQUIPMENT FOR THE SPRINGDALE FIRE
DEPARTMENT (PROJECT NO. CP2504)**

WHEREAS, the City of Springdale was awarded an ARPA Grant from the State of Arkansas Governor’s Office for Regional Fire Training, in the amount of \$750,000.00, and

WHEREAS, Fire Station 4 is nearing completion, and will serve as a regional fire training facility, and

WHEREAS, the Springdale Fire Department is requesting to purchase AV/Teleconference equipment for the new classroom space in Fire Station 4, to be used for regional fire training, and

WHEREAS, three (3) quotes were received, pursuant to Ark Code. Ann §14-58-303(b)(1)(A), and Section 2-156(b) of our Code of Ordinances, and

WHEREAS, upon review, the department would like to purchase equipment from All AV Services, in the amount of \$11,215.35, for the purchase of AV equipment for Fire Station 4, to be paid for using the State Award Funds out of the Unrestricted General Fund, and

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 appropriate funds for the purchase of AV equipment for Fire Station 4, to be paid for using the State Award Funds out of the Unrestricted General Fund

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



SPRINGDALE™
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department:	Date:
Point of Contact:	Amount Requested: \$
Date to be Presented to Committee: ____/____/20____	
Brief Description of Funding Request:	
Funding Source: (General Fund, Special Fund, etc.)	
IS IT BUDGETED?	
YES <input type="checkbox"/>	NO <input type="checkbox"/>
\$0 - \$42,920.00 No Council Approval Needed	<input type="checkbox"/> \$0 - \$4,999
Request to Waive Bidding? BUY BOARD SOLE SOURCE	<input type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: <i>[Handwritten Signature]</i>	<input type="checkbox"/> \$42,921.00 + Requires Bid
Please attach supplemental information	Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



All AV Services

1024 Burrell Place
 Lowell, Arkansas 72745
 479-756-0888
<https://www.allavservices.com/>
 sales@allavservices.com

Quote 5230

SENT

City of Springdale

Billing address:

Public Works
 Signalization Division
 Springdale, AR 72764

Date: Dec 16, 2025

Expiration Date: Dec 31, 2025

Status: Sent

Maxhub All-in-One V7 Interactive Conferencing

Item	Unit Price	Taxed	Amount
V8650	\$7,395.00	Yes	\$7,395.00
MAXHUB XBoard V7 Series 86", 4K Flat Panel UHD Display, Triple Cameras, Mics, Spkrs, Wall Mount			
MT71E	\$1,195.00	Yes	\$1,195.00
PC Module, 12th Gen Intel Core-i7, 16GB RAM, 256GB SSD Windows 11 PRO, MAXHUB OS for V7 Xboard			
LOG-920008671	\$59.00	Yes	\$59.00
MK540 Wireless Keyboard & Mouse			
Service Installer	\$1,175.00	Yes	\$1,175.00
Installation, Configuration, Testing, Training Services			
Service Shipping/Handling	\$395.00	Yes	\$395.00
Shipping / Handling			

SENT

Quote 5230

All AV Services

Subtotal	\$10,219.00
Tax (9.75%)	\$996.35
Total	\$11,215.35

Home » Video & Photo » Projection & Display » Digital Whiteboards & Interactive Displays » **MAXHUB V8650-i7**

MAXHUB

MAXHUB V8650-i7

86" XBoard V7 Series 4K UHD All-In-One Interactive Flat Panel with MT71F i7 PC Module
MAXHUB

OUR PART #: V8650-I7-K **MFR #: V8650-I7-K**

The MAXHUB V8650-I7-K is an 86-inch XBoard V7 Series 4K UHD all-in-one interactive flat panel ... [Read more](#)

Our Price:

\$9,178.00

List Price: \$10,198.00

- You save 10%!

Ⓢ Low Price Guaranteed

In Stock



Shipping charges may apply.



Product Overview

The MAXHUB V8650-I7-K is an 86-inch XBoard V7 Series 4K UHD all-in-one interactive flat panel, designed to elevate collaboration and video conferencing in large professional and educational environments. Powered by the MT71F i7 PC module with a 12th Gen Intel Core i7 processor, this display offers powerful performance for smooth, interactive

[Show More](#)

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

Supply Chain Notice: We expect OEM cost increases and supply constraints due to demand in the memory and storage industries. Contact our specialists to secure inventory and pricing. [Learn More](#)



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MAXHUB XBoard V7 Series V865T - for Microsoft Teams Rooms

MFG # V865T CDW # 8296548 UNSPSC 43191500

~~\$12,999.00~~ Save \$1996.01

\$11,002.99

Advertised Price

Lease Pricing Available ⓘ



1

In Stock (12 Units Available)

Orders placed today ship the next business day by a CDW partner.

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Add to Compare

Save to Favorites



Questions about Phones & Video Conferencing? Let me help!

- all-in-one interactive flat panel

- For Microsoft Teams Rooms
- 12th Gen Core i5, 16GB RAM, 256GB SSD

View All ↓

Know Your Gear

The MAXHUB XBoard V7 Series features an 86-inch display with a native resolution of 3840 x 2160, ensuring clarity and detail for presentations and meetings. Its IPS technology provides vibrant colors and a wide viewing angle, while the anti-glare coating enhances visibility in various lighting conditions. The built-in 16-microphone array works seamlessly with the 2.1 channel surround sound system, offering immersive audio experiences during video conferences.

Equipped with an intelligent touchscreen that supports 50-point simultaneous touch and handwriting recognition, the MAXHUB V865T enhances collaborative efforts in any environment. Its powerful 3 x 50 megapixel cameras and advanced AI features such as auto framing and speaker tracking ensure that the focus remains on the right participants. With both wired and wireless networking capabilities, including Bluetooth 5.1 and Wi-Fi, this interactive flat panel is designed for efficiency and ease of connectivity.

Tech Specs



Expand

Overview

Navigation

Expand

Software

Technical Information

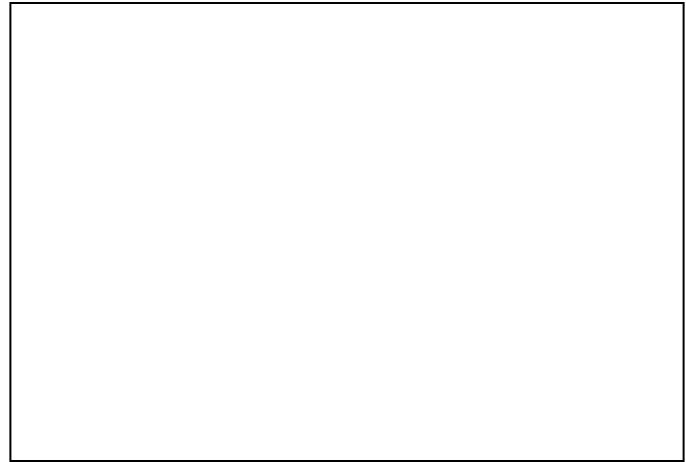
Product Information

Questions about Phones & Video Conferencing?

Let me help!

ORDINANCE NO. _____

**AN ORDINANCE VACATING AND
ABANDONING A STORM DRAINAGE
EASEMENT, PURSUANT TO ARK.
CODE ANN. §14-301-301, *et seq.*,
DECLARING AN EMERGENCY; AND
FOR OTHER PURPOSES.**



WHEREAS, Cargill Meat Solutions Corporation has petitioned for the abandonment of the entirety of a storm drainage easement, said easement having been filed for record on May 5, 1997, as File No. 97028760 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

STORM DRAINAGE EASEMENT VACATION DESCRIPTION:

A strip of land commencing at a found concrete monument which is 15.49 feet West of the Southeast corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 25 as established by a survey plat filed in Book "A" at page 146; thence South 89 degrees 59' 58" West 1.64 feet to the West Right-of-Way of Jefferson Street being the Point of Beginning; thence South 89 degrees 59' 58" West 283.67 feet; thence North 01 degrees 35' 36" East 156.56 feet; thence North 82 degrees 01' 52" West 417.37 feet to the East Right-of-Way of the Arkansas & Missouri Railroad; thence South 07 degrees 30' 33" West along said Railroad Right-of-Way 30.00 feet; thence South 82 degrees 01' 52" East 400.35 feet; thence South 01 degrees 35' 36" West 149.17 feet; thence North 89 degrees 59' 58" East 303.66 feet to the West Right-of-Way of said Jefferson Street; thence North 01 degrees 34' 39" East along said Right-of-Way 20.00 feet to the Point of Beginning.

WHEREAS, after due notice as required by law, the City Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question;

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the easement herein described.

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

Section 1: That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its interests, with the rights of the public generally, in and to the storm drainage easement described hereinabove.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

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 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

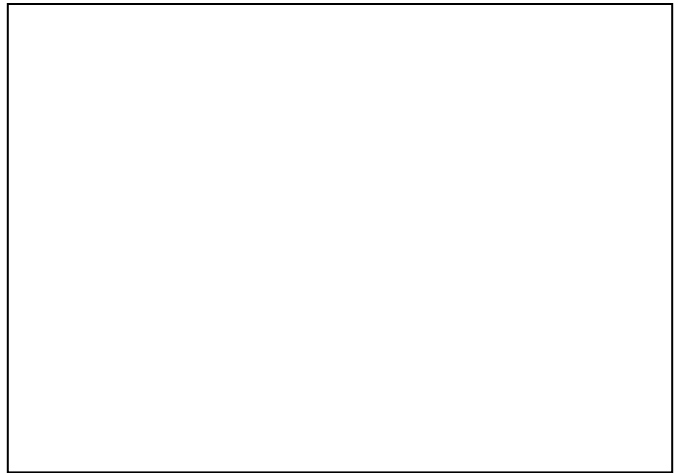
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____



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

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

PROPERTY OWNER: Vickie L. Condon

LEGAL DESCRIPTION: Lot One (1) in Block Two (2) Neals Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN’S DESCRIPTION: 902 North Kansas, Springdale, Washington County, Arkansas

PARCEL NO.: 815-23638-000

PROPERTY OWNER: Elizabeth R. Doyle

LEGAL DESCRIPTION: Lot Eleven (11) in Block Three (3) of NEFF SUBDIVISION PHASE ONE in the City of Springdale, Arkansas, as per the recorded plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN’S DESCRIPTION: 2403 Toni Ave.

PARCEL NO.: 815-23741-000

PROPERTY OWNER: Jeff D. Mann

LEGAL DESCRIPTION: Lot Numbered Three (3) in Westwood Addition No. II, to the City of Springdale, Arkansas, as shown upon the recorded plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, LESS AND EXCEPT that portion thereof contained in the Deed to Larry DeWeese and wife, recorded Book 574 Page 219. Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

LAYMAN’S DESCRIPTION: Westwood Parcel

PARCEL NO.: 815-26928-000

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

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

\$552.64 clean-up costs and \$34.84 administrative costs – 902 North Kansas (815-23638-000)
\$261.32 clean up costs and \$24.92 administrative costs – 2403 Toni Avenue (815-23741-000)
\$316.32 clean up costa and \$24.92 administrative costs – Westwood Parcel (815-26928-000)

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

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

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

\$587.48 plus 10% for collection – 902 North Kansas (815-23638-000)
\$286.24 plus 10% for collection – 2403 Toni Avenue (815-23741-000)
\$341.24 plus 10% for collection – Westwood Parcel (815-26928-000)

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

PASSED AND APPROVED this 13th day of January, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2503846



Date: 09/12/2025
Status: Abated
Property: 902 N KANSAS ST
City, State, Zip: .

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 09/12/2025
Abatement Start Time: 0830
Abatement End Time: 0900

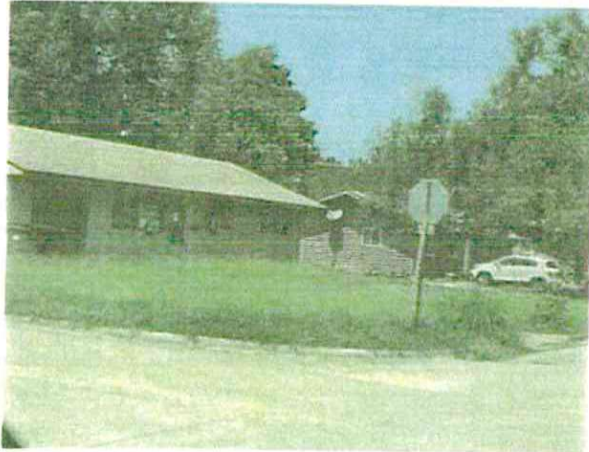
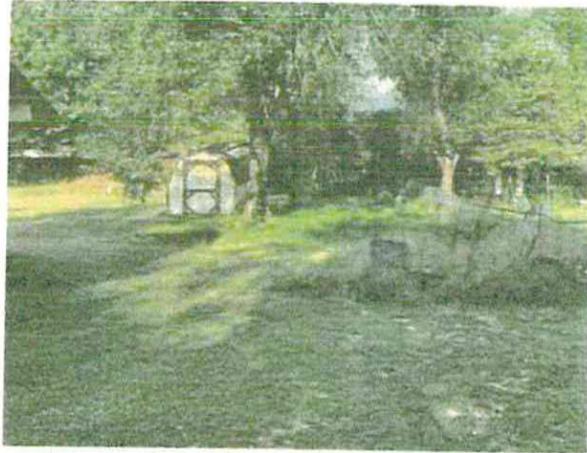
Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$60.00
Equipment Rate	\$113.00
Total Fee: \$291.32	

Method of Compliance: Property was mowed by Public Works with 1 full time, 2 part time employees, 1 truck, trailer and mower.

Logan West
Code Enforcement Officer

09/12/2025
Date





City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2505815



Date: 10/31/2025
Status: Abated
Property: 902 N KANSAS ST
City, State, Zip: ,

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 10/30/2025
Abatement Start Time: 0830
Abatement End Time: 0900

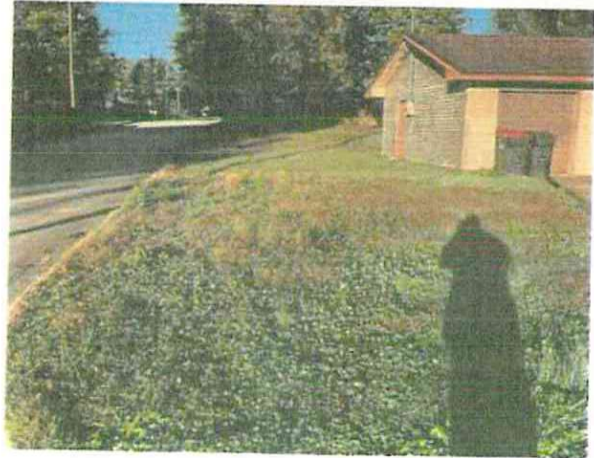
Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$30.00
Equipment Rate	\$113.00
Total Fee: \$261.32	

Method of Compliance: Property was mowed by Public works to bring into compliance.

1 Truck, trailer, mower and 1 full time & 3 part time employees.

Logan West
Code Enforcement Officer

10/31/2025
Date





Ernest B. Cate
City Attorney
ecate@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmanus@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

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

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

December 1, 2025

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

Vickie L. Condon
902 North Kansas Street
Springdale, AR 72764-3126

RE: Notice of clean-up lien on property located at 902 N. Kansas Street, Springdale, Washington County, Arkansas, Tax Parcel No. 815-23638-000

Dear Property Owner/Lienholder:

On October 30, 2025 a notice was posted on property located at 902 N. Kansas Street, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 25, 2025 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about September 12 and October 31, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$552.64. I have enclosed invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 7, 2026 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, January 13, 2026, at 6:00 p.m. in the City Council

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

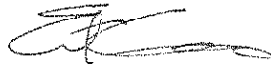
Please remit the total sum of \$572.48, which includes \$552.64 for cleaning up the property and \$19.84 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

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

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

Sincerely,



Ernest B. Cate
City Attorney

Enclosures
EBC:dp

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Vickie L. Condon
902 North Kansas Street
Springdale, AR 72764-3126



9590 9402 9378 5002 8105 02

2. Article Number (Transfer from service label)

BE 9622 587E 0225 0T20 6856

PS Form 3811, June 2020 PSN 7530-02-000-9053

Domestic Return Receipt

3. Service Type

- Adult Signature Restricted Delivery
- Certified Mail[®]
- Collect on Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express[®]
- Registered Mail[™]
- Registered Mail Restricted Delivery
- Signature Confirmation[™]
- Signature Confirmation Restricted Delivery

72764-3126 BC: 72764455401 *2301-07636-15-17
72764-4554

722 DE 1 0011/05/25
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

10-21
10-31
LNU/CL
10-16/20

Vickie L. Condon
902 North Kansas Street
Springdale, AR 72764-3126

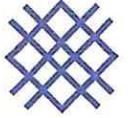
9589 0710 5270 3185 7796 38



US POSTAGE
ZIP 72701
02 7W
0008029151 OCT 13
\$010.30

CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764

CERTIFIED MAIL



CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764

VAC

Vickie L. Condon
902 North Kansas Street
Springdale, AR 72764-3126

SENDER: COMPLETE THIS SECTION

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

Vickie L. Condon
902 North Kansas Street
Springdale, AR 72764-3126

9590 9402 8273 3094 8104 85

Article Number (transfer from service label)
9589 0710 5270 3185 7794 47

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X

B. Received by (Printed Name) Agent Addressee

C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

NIXIE 722 DE 1 0012/05/25
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 72764455401 *2755-03585-02-22



CERTIFIED MAIL

US POSTAGE
ZIP 72701 \$010.730
02 7M
0008029151 DEC 01 2025

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2505552



Date: 10/31/2025
Status: Abated
Property: 2403 TONI AVE
City, State, Zip: ,

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 10/30/2025
Abatement Start Time:
Abatement End Time:

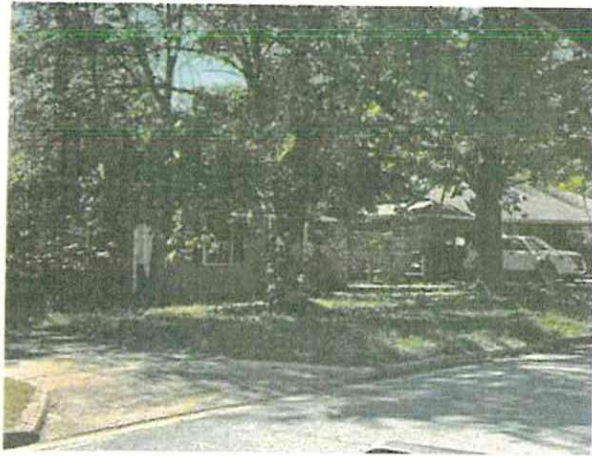
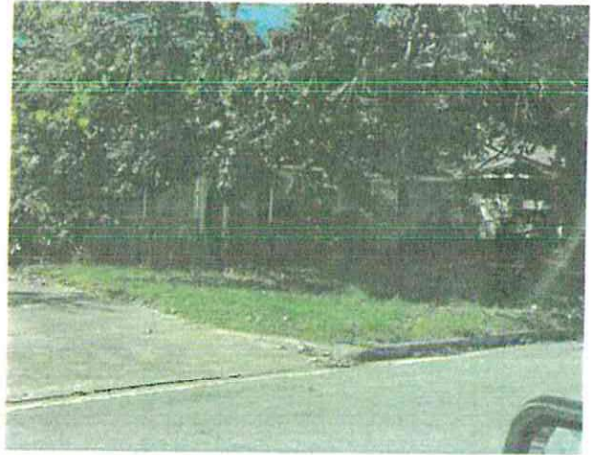
Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$30.00
Equipment Rate	\$113.00
Total Fee: \$261.32	

Method of Compliance: Property was mowed by Public Works by 1 full time, 3 part time employee, 1 truck, trailer and mower.

Logan West
Code Enforcement Officer

10/31/2025
Date





Ernest B. Cate
City Attorney
ecate@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmamus@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

Giselle Gonzalez
Case Coordinator/Victim Advocate
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Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Christy Pinalto
File/Discovery Clerk
cpinalto@springdalear.gov

December 1, 2025

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

Elizabeth R. Doyle
220 W. McElory
Stillwater, OK 74075

RE: Notice of clean-up lien on property located at 2403 Toni Ave., Springdale, Washington County, Arkansas, Tax Parcel No. 815-23741-000

Dear Property Owner/Lienholder:

On October 30, 2025, a notice was posted on property located at 2403 Toni Avenue, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 5, 2025 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about October 31, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$261.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 7, 2026 hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, January 13, 2026, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$271.24, which includes \$261.32 for cleaning up the property and \$9.92 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

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

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

Sincerely,



Ernest B. Cate
City Attorney

Enclosures
EBC:dp

ALERT: WINTER WEATHER IN THE NORTHERN PLAINS, GREAT LAKES, AND NORTHEASTERN ...

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

9589071052703185779232

Feedback

[Copy](#)

[Schedule a Redelivery \(https://tools.usps.com/redelivery.htm\)](https://tools.usps.com/redelivery.htm)

Latest Update

This is a reminder to arrange for redelivery of your item before December 19, 2025 or your item will be returned on December 20, 2025. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)

Delivery Attempt: Action Needed

Reminder to Schedule Redelivery of your item before December 19, 2025
December 10, 2025

Notice Left (No Authorized Recipient Available)

STILLWATER, OK 74075
December 5, 2025, 12:22 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

[Text & Email Updates](#)



[Schedule Redelivery](#)



City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2505663



Date: 10/23/2025
Status: Abated
Property:
City, State, Zip: ,

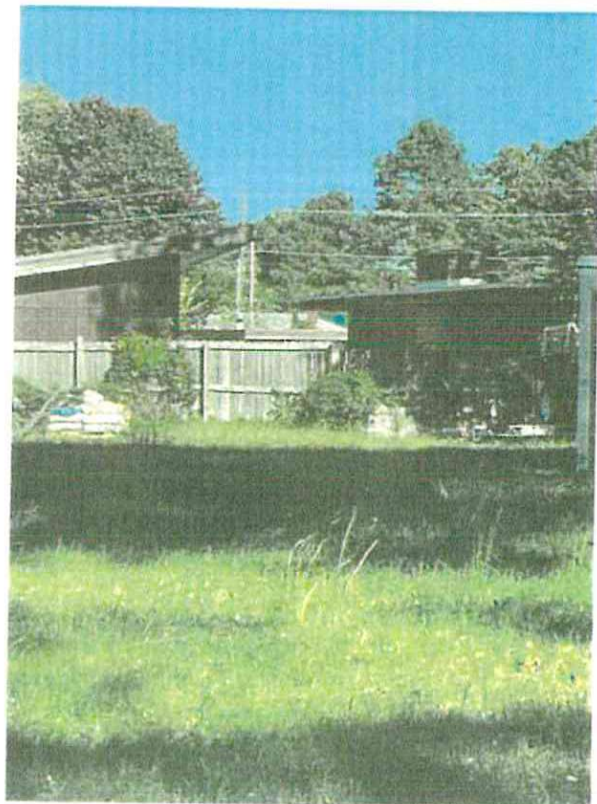
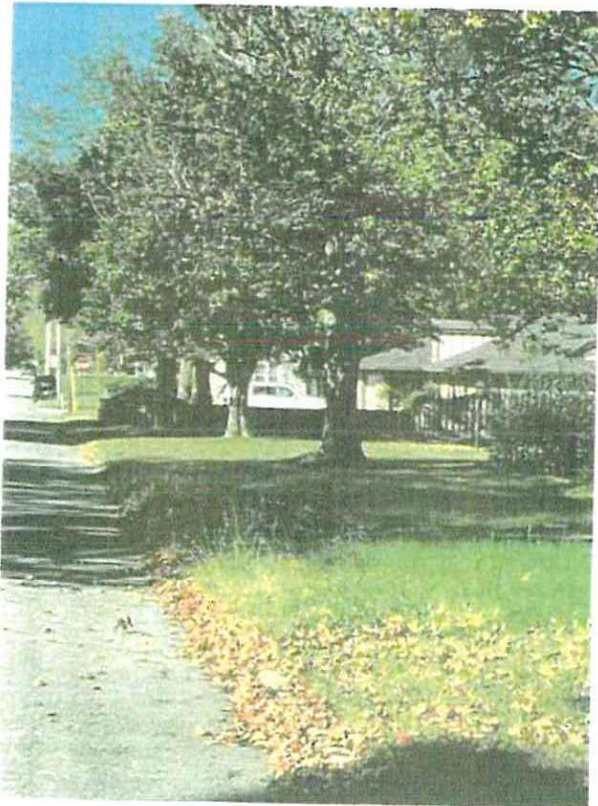
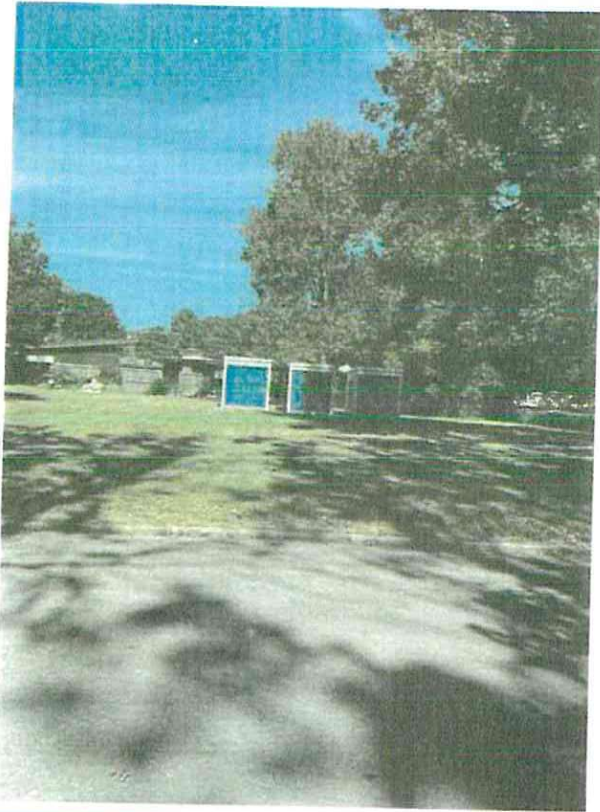
Officer on Site: Ricardo Calderon
Abatement Type: Lien
Abatement Date: 10/20/2025
Abatement Start Time: 0830
Abatement End Time: 0900

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$60.00
Equipment Rate	\$138.00
Total Fee: \$316.32	

Method of Compliance: Property was mowed by Public Works with 2 full time, 2 part time, 2 mowers and truck and trailer.

Ricardo Calderon
Code Enforcement Officer

10/23/2025
Date



Ernest B. Cate
City Attorney
ecate@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmanus@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
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Giselle Gonzalez
Case Coordinator/Victim Advocate
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Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Christy Pianto
File/Discovery Clerk
cpianto@springdalear.gov

November 24, 2025

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

Jeff D. Mann
1503 W. Emma Ave
Springdale, AR 72764

RE: Notice of clean-up lien on property located at Westwood Parcel, Springdale, Washington County, Arkansas, Tax Parcel No. 815-26928-000

Dear Property Owner/Lienholder:

On October 20, 2025, a notice was posted on property located at Westwood Parcel, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 22, 2025 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about October 23, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$316.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 7, 2026 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, January 13, 2026, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$326.24, which includes \$316.32 for cleaning up the property and \$9.92 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

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

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

Sincerely,



Ernest B. Cate
City Attorney

Enclosures
EBC:dp

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jeff D. Mann
 1503 W. Emma Ave
 Springdale, AR 72764



9590 9402 9378 5002 8104 41

2. Article Number (transfer from service label)

9589 6586 5270 0770 3185 7794 3

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes No
 if YES, enter delivery address below: Yes No

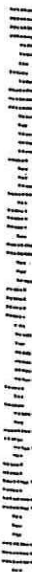
3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

Jeff D. Mann
 1503 W. Emma Ave
 Springdale, AR 72764

VAC

7276444110 0001



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CERTIFIED MAIL®

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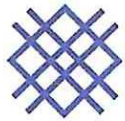


USPS TRACKING SERVICE

722 DE 1 0012/02/25

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

IXIN SC: 72764455401 *1255-01292-02-05



CITY OF SPRINGDALE
 OFFICE OF CITY ATTORNEY
 201 SPRING STREET
 SPRINGDALE, AR 72764

Jeff D. Mann
 1503 W. Emma Ave
 Springdale, AR 72764

FIRST-CLASS
 NONAUTO
 PRSRT LTR



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 and FITNEY BOWES
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 UNABLE TO FORWARD

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The City Council of the City of Springdale met in regular session on Tuesday, December 9, 2025 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3, Position 1
Amelia Taldo	Ward 4, Position 1
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougerousse	Ward 4, Position 2
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer (Absent)

Department heads present:

Sharon Tromburg	Director of Planning
Mike Chamlee	Buildings Director
Chad Wolf	Parks & Rec Director
Angie Albright	Museum Director
Ron Findley	Director, Neighborhood Services
James Smith	Director, Airport & Public Works
Anne Gresham	Library Director
Gina Lewis	HR Director
Derek Wright	Chief of Police
Blake Holte	Fire Chief
Ben Peters	Director of Engineering
Colby Fulfer	Chief of Staff
Anna McKinney	Deputy Chief of Staff

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the November 25, 2025 City Council meeting be approved as presented. Council Member Harriman made the second.

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

City Attorney, Ernest Cate, made a request to amend the agenda to add two resolutions to adjust Ad Valorem Taxes for Washington & Benton County.

Council Member Powell moved to amend the Agenda to include the two Resolutions. Council Member Overton made the second.

After the vote was taken, motion carried 8-0.

PUBLIC HEARING

A Public Hearing was held on a Petition to Vacate a Portion of a Utility Easement at 1840 W. Sunset, presented by Ernest Cate, City Attorney.

No one from the public came forward on this matter so Mr. Cate closed the Public Hearing.

A Public Hearing was held on a Petition to Vacate a Portion of 2 Utility Easements in Whispering Springs Subdivision, presented by Ernest Cate, City Attorney.

No one from the public came forward on this matter so Mr. Cate closed the Public Hearing.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Taldo made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Harriman made the second.

After the vote was taken, the motion carried 8-0

PLANNING COMMISSION REPORT

RESOLUTION NO. 199 – 25: APPROVING A WAIVER (W25-44) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO PARAMOUNT METALS IN CONNECTION WITH L25-26, A LARGE-SCALE DEVELOPMENT.

Planning Director Sharon Tromburg read & presented the Resolution.

RESOLUTION NO. 199-25

A RESOLUTION APPROVING A WAIVER (W25-44) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO PARAMOUNT METALS IN CONNECTION WITH L25-26, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-44) of street improvements, drainage relating thereto, curbs, gutters, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-44) of street improvements to Old Wire Road, including drainage improvements related thereto, curbs, gutters, and street lights in connection with L25-26, a Large-Scale Development for Paramount Metals, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Old Wire Road, including drainage improvements related thereto, curbs, gutters, and street lights in connection with L25-26, a Large-Scale Development for Paramount Metals.

Council Member Harriman moved the Resolution be adopted, waiving street improvements with Option 1. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0, with Option 1.

The Resolution was numbered 199-25.

ORDINANCE NO. 6166 – AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-66) CERTAIN LANDS LOCATED AT 1012

SCHMIEDING AVENUE FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6166.

ORDINANCE NO. 6167: AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-67) CERTAIN LANDS LOCATED AT 3735 TREAT LANE FROM A GENERAL COMMERCIAL (C-2) TO A LIGHT INDUSTRIAL DISTRICT (I-1), AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Taldo moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Powell made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6167.

ORDINANCE NO. 6168: AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-68) CERTAIN LANDS LOCATED AT 274 S. 48TH STREET FROM A HIGH-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-24) TO AN INSTITUTIONAL DISTRICT (P-1), AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6168

ORDINANCE NO. 6169: AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-69) CERTAIN LANDS LOCATED ON AR

HIGHWAY 112 AT SPRINGDALE’S SOUTHWEST EDGE, SOUTH OF NEW HOPE ROAD & ADJACENT TO TONTITOWN FROM AN AGRICULTURAL DISTRICT (A-1) TO A NEIGHBORHOOD COMMERCIAL DISTRICT (C-1).

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6169

ORDINANCE NO. 6170: AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM-BASED CODE (FB25-13); REVISING SECTION 2.0 THE REGULATING PLAN, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6170

ORDINANCE NO. 6171: AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (FB25-14) CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT (SF-2) TO SEED DISTRICT – NEIGHBORHOOD RESIDENTIAL TYPE 1 (NR1), AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6171

ORDINANCE NO. 6172: ACCEPTING THE REPLAT (RP25-13) OF I-49 INDUSTRIAL PARK, LOT 3 TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Powell made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6172

ORDINANCE NO. 6173: ACCEPTING THE FINAL PLAT (FP25-08) OF WHISPERING SPRINGS, PHASE I, TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Watson moved the Ordinance “Do Pass” with an Emergency Clause; easement only. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6173

ORDINANCE NO. 6174: ACCEPTING THE FINAL PLAT (FP25-10) OF GAP AT THE CROSSINGS, PHASE I TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6174

RESOLUTION NO. 200 – 25; APPROVING CONDITIONAL USE FOR A TANDEM LOT (C25-11) AT 1840 & 1860 W. SUNSET AVENUE AS SET FORTH IN ORDINANCE NO. 4030.

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 200-25

A RESOLUTION APPROVING CONDITIONAL USE FOR A TANDEM LOT (C25-11) AT 1840 & 1860 W. SUNSET AVENUE AS SET FORTH IN ORDINANCE NO. 4030.

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a Conditional Use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on October 7, 2025, a request by SRS Emily, LLC for a Conditional Use for a Tandem Lot Split in a General Commercial District (C-2) at 1840 & 1860 W. Sunset Avenue; and

WHEREAS, following the public hearing, the Planning Commission, by a vote of nine (9) yes and zero (0) no, recommends that a Conditional Use be granted to SRS Emily, LLC for a Tandem Lot Split in a General Commercial District (C-2) with the following conditions – No conditions set.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a Conditional Use (C25-11) to SRS Emily, LLC for a Tandem Lot Split in a General Commercial District (C-2) with the following conditions – No conditions set.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 200-25.

RESOLUTION NO. 201 – 25; APPROVING A CONDITIONAL USE (C25-12) FOR ANGELS'S SALVADORIAN & MEXICAN FOOD AT 3389 N. THOMPSON AS SET FORTH IN ORDINANCE NO. 4030

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 201-25

A RESOLUTION APPROVING A CONDITIONAL USE (C25-12) FOR ANGELS'S SALVADORIAN & MEXICAN FOOD AT 3389 N. THOMPSON AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a Conditional Use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on December 2, 2025, on a request by Maryuri Lizeth Calderon for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5).

WHEREAS, following the public hearing, the Planning Commission, by a vote of seven (7) yes and zero (0) nays, recommends that a Conditional Use be granted to Angels's Salvadorian & Mexican Food with the following conditions:

1. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
2. No obstruction of parking spaces required for the operation of any other use on the site.
3. Maintain on the site a minimum of three parking spaces designated for their use.
4. If a health certificate is required, display the health certificate in a manner visible to customers.
5. No obstruction of pedestrian or motor vehicle traffic flow.
6. No obstruction of traffic signals or regulatory signs.
7. No vending upon a public way.
8. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.

9. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.
10. Temporary signs only, with no flashing lights allowed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a Conditional Use with the following conditions:

1. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
2. No obstruction of parking spaces required for the operation of any other use on the site.
3. Maintain on the site a minimum of three parking spaces designated for their use.
4. If a health certificate is required, display the health certificate in a manner visible to customers.
5. No obstruction of pedestrian or motor vehicle traffic flow.
6. No obstruction of traffic signals or regulatory signs.
7. No vending upon a public way.
8. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
9. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.
10. Temporary signs only, with no flashing lights allowed.

Council Member Taldo moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 7-1. Council Member Overton voted no.

The Resolution was numbered 201-25.

RESOLUTION NO. 202 – 25; APPROVING A WAIVER (W25-46) OF SUBDIVISION REQUIREMENTS AS SET FORTH IN ORDINANCE NO. 3725 TO PINKLEY FARMS, INC. IN CONNECTION WITH LS25-44, AN INFORMAL PLAT.

Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 202-25

A RESOLUTION APPROVING A WAIVER (W25-46) OF SUBDIVISION REQUIREMENTS AS SET FORTH IN ORDINANCE NO. 3725 TO PINKLEY FARMS, INC. IN CONNECTION WITH LS25-44, AN INFORMAL PLAT.

WHEREAS, Ordinance #3047 provides for the Waiver (W25-46) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any Waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for Waiver (W25-46) of Subdivision Requirements in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc., and the Planning Commission recommends approval of the Waiver request.

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

Option 1: Grants a Waiver of Subdivision Requirements in connection with LS25-44, an Informal Plat for Pinkley Farms, Inc.

Council Member Taldo moved the Resolution be adopted, **Option 1**. Council Member Harriman made the second.

After the vote was taken, motion carried 6-0, with **Option 1**.

The Resolution was numbered 202-25.

FINANCE COMMITTEE

RESOLUTION NO. 203-25; AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN JANET DANCER IS DEFENDANT (56th STREET SOUTH ROAD IMPROVEMENT PROJECT, PROJECT NO. CP1408, TRACTS 22-24).

Ernest Cate read and presented the Resolution.

RESOLUTION NO. 203-25

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN JANET DANCER IS DEFENDANT (56th STREET SOUTH ROAD IMPROVEMENT PROJECT, PROJECT NO. CP1408, TRACTS 22-24).

WHEREAS, the City of Springdale has filed a lawsuit against Janet Dancer to condemn property for the 56th Street South Road Improvement Project, Project No. CP1408, Tracts 22-24;

WHEREAS, the City of Springdale deposited the sum of \$250,900.00 into the Registry of the Court as estimated just compensation for the taking of the property needed for the project;

WHEREAS, the acquisition of the Property will result in the displacement of the owner of the Property, and, pursuant to the Federal Uniform Relocation Assistance and Real Property Acquisition Act, in addition to just compensation for the taking of the property needed for the Project, the property owner is entitled to a price differential payment (Replacement Housing Payment) relating to the cost of acquiring comparable replacement property;

WHEREAS, the City's relocation agent for the Project has determined that the remaining maximum Replacement Housing Payment due the property owner is an amount not to exceed \$549,970.00;

WHEREAS, the property owner has requested that the Replacement Housing Payment be authorized in an amount not to exceed \$549,970.00, which will allow these funds to be reimbursed to the property owner more efficiently, and will also resolve the eminent domain case currently pending;

WHEREAS, said advanced payment of \$549,970.00 is authorized under §24.207(c) of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) in order to avoid or reduce a hardship, and to provide proof of property owner's ability to enter into contract on a replacement dwelling; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve a sum not to exceed \$549,970.00 for Replacement Housing Payment due the property owner, and to resolve the eminent domain case currently pending.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Janet Dancer condemnation lawsuit for an additional amount not to exceed \$549,970.00 for Replacement Housing Payment due the property owner to be paid from the Unrestricted General Fund, with said amount to be disbursed to the property owner in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 203-25.

RESOLUTION NO. 204-25; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR J.B. HUNT PARK TRAIL

Ben Peters presented the Resolution.

RESOLUTION NO. 204-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR J.B. HUNT PARK TRAIL

WHEREAS, sealed bids were received on November 17th at 2:00 p.m. for the construction of J.B. Hunt Park Trail, and

WHEREAS, ten bids were received with NEC Contractors, Inc. being the low bidder for the project at \$174,987.50

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 a contract with NEC Contractors, Inc. for construction of the J.B. Hunt Park Trail for \$174,987.50 to be paid for out of the Public Works Trails Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 204-25.

RESOLUTION NO. 205-25; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM LUIS ALONSO VILLEGAS AND CLARA ROSA VILLEGAS

FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

Ron Findley presented the Resolution.

RESOLUTION NO. 205-25

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM LUIS ALONSO VILLEGAS AND CLARA ROSA VILLEGAS FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6 (Tract 48), said lands being owned by Luis Alonso Villegas and Clara Rosa Villegas, also known as Washington County Tax Parcel No. 815-20942-000, located at 1406 A & B South Powell Street, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the Property, as determined by an appraisal, is \$310,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$342,000.00 to acquire the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$32,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 1406 A & B Powell Street for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Luis Alonso Villegas and Clara Rosa Villegas, for the total sum of \$342,000.00 to be paid from the 2023 Street Bond.

Council Member Powell moved the Resolution be adopted. Council Member Lawson made the second.
After the vote was taken, motion carried 8-0.

The Resolution was numbered 205-25.

RESOLUTION NO. 206-25; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP (IRWP), FOR DETENTION POND RETROFITS IN THE GREAT MEADOWS SUBDIVISION

Ben Peters presented the Resolution

RESOLUTION NO. 206-25

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP (IRWP), FOR DETENTION POND RETROFITS IN THE GREAT MEADOWS SUBDIVISION

WHEREAS, Great Meadows Subdivision was platted in 2006 in Bethel Heights and contains two traditional dry detention ponds for stormwater runoff mitigation; and

WHEREAS, due to the increase in development providing additional runoff to the storm network, the Engineering Department with the help of Illinois River Watershed Partnership proposes to retrofit the two ponds in order to treat and reduce runoff and maintenance costs; and

WHEREAS, retrofitting traditional dry detention ponds with a modified outlet structure and trickle channel, soil amendments and additional vegetation is shown to reduce regular maintenance due to less frequent mowing requirements, while reducing stormwater runoff by promoting infiltration and evaporation; and

WHEREAS, IRWP operates a Green Infrastructure Program and received funds through the Sewer Overflow and Stormwater Reuse Municipal Grant, and will provide project management funding up to \$80,000 per detention pond, one year of maintenance, and develop a long-term maintenance plan; and

WHEREAS, all retrofit practices will be reviewed jointly by the Engineering Department and IRWP to assess different methods in improving water quality while reducing the long-term maintenance costs, while providing an educational component for the subdivision residents and the City; and

WHEREAS, the landowner agreement has been submitted for approval with a total monetary contribution of \$0.00 from the City of Springdale with potential for in-kind work, as shown in the attached documents; and

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE CITY COUNCIL, that

Section 1. Potential in-kind work will be completed by Public Works as needed to guarantee success of the project.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 206-25.

RESOLUTION NO. 207 – 25; AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE NEIGHBORHOOD SERVICES DEPARTMENT

Ron Findley presented the Resolution.

RESOLUTION NO. 207-25

A RESOLUTION AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE NEIGHBORHOOD SERVICES DEPARTMENT

WHEREAS, the City of Springdale Neighborhood Services Department recently experienced some damage to one of their city-owned vehicles due to an accident that occurred, and

WHEREAS, the City of Springdale has received funds that have not been appropriated from insurance settlements, and

WHEREAS, Neighborhood Services has requested that these funds be appropriated to their *Vehicles* account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2025 Budget of the City of Springdale Neighborhood Services Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Amended Budget</u>
Neighborhood Services	101-0111-422.51-11	Vehicles	\$25,418.56	\$5,883.24	\$31,301.80

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 207-25.

RESOLUTION NO. 208-25; AMENDING RESOLUTION NO. 8-25, ENTERING INTO AN AGREEMENT, TO APPROPRIATE FUNDS FOR THE SPRINGDALE POLICE DEPARTMENT, AND TO WAIVE COMPETITIVE BIDDING

Colby Fulfer presented the Resolution.

RESOLUTION NO. 208-25

A RESOLUTION AMENDING RESOLUTION NO. 8-25, ENTERING INTO AN AGREEMENT, TO APPROPRIATE FUNDS FOR THE SPRINGDALE POLICE DEPARTMENT, AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, a Resolution was brought forward and approved by Council on January 14, 2025, *accepting a grant from the Arkansas Public Safety Equipment Grant Program, authorizing the Mayor to sign the Grant agreement, to appropriate funds, and to waive competitive bidding,* and

WHEREAS, the original company that was chosen by the Springdale Police Department is no longer in business, and

WHEREAS, the Springdale Police Department was awarded a grant from the Arkansas Public Safety Equipment Grant Program, in the amount of \$74,250.00, which has officially been accepted and allocated for the purchase of virtual reality training equipment, and

WHEREAS, the new request is to purchase virtual reality training equipment from Peerless VR, with a new purchase price of \$81,489.38, to be paid for with the awarded grant funds from the Arkansas Public Safety Equipment Grant Program and Drug Seizure Funds, and

WHEREAS, they are requesting to waive competitive bidding as the equipment is a sole source provider under Ark. Code Ann. §14-58-104.

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 enter into an agreement with Peerless VR for the purchase of virtual reality training equipment, in the amount of \$81,489.38, to be paid for with the awarded grant funds from the Arkansas Public Safety Equipment Grant Program and Drug Seizure Funds.

Section 2. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 3. This Resolution is to replace Resolution No. 8-25 in its entirety.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 208-25.

RESOLUTION NO. 209-25; APPROVING THE CITY OF SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR 2026.

Mayor Doug Sprouse presented the Resolution

RESOLUTION NO. 209-25

A RESOLUTION APPROVING THE CITY OF SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR 2026.

WHEREAS, the Mayor of the City of Springdale, Arkansas, has presented a budget for the calendar year 2026 to the City Council for the City of Springdale, Arkansas, as required by Ark. Code Ann. §14-58-201;

WHEERAS, the Mayor's proposed budget includes salary increases for City employees; and,

WHEREAS, the Finance Committee of the Springdale City Council held budget work sessions to review, study, discuss, and adjust the 2026 budget proposed by the Mayor and has requested this resolution be placed on the City Council agenda;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2026 Mayor's budget, the salary increases included therein, the changes in authorized positions included therein, and any changes made by the Finance Committee, are hereby passed and approved with the compensation increases to be effective January 1, 2026.

Council Member Watson moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 7-1. Council Member Mike Overton voted no.

The Resolution was numbered 209-25.

ORDINANCE NO. 6175: SETTING THE SALARIES OF THE ELECTED OFFICIALS AND PLANNING COMMISSION MEMBERS OF THE CITY OF SPRINGDALE, ARKANSAS; AND REPEALING ORDINANCE NO. 6034.

Ernest Cate read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Lawson made the second.

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6175

RESOLUTION NO. 210-25; AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT

Colby Fulfer presented the Resolution

RESOLUTION NO. 210-25

A RESOLUTION AMENDING THE 2025 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT

WHEREAS, the Springdale Police Department has received funds that have not been appropriated from insurance settlements for the Allen Building Roof, and

WHEREAS, the insurance claims are from the last hail storm, which resulted in severe damage to the roof, and

WHEREAS, the request is to appropriate the insurance settlement funds to the Police Department’s *Building & Grounds* account.

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

Section 1. The 2025 Budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Amended Budget</u>
Police Dept.	101-0501-421.51-01	Buildings & Grounds	\$42,500.00	\$ 561,740.00	\$ 604,240.00

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 210-25.

RESOLUTION NO. 211-25; ENTERING INTO A GUARANTEED MAXIMUM PRICE CONTRACT FOR RENOVATIONS TO SHILOH MUSEUM OF OZARK HISTORY

Angie Albright presented the Resolution

RESOLUTION NO. 211-25

A RESOLUTION ENTERING INTO A GUARANTEED MAXIMUM PRICE CONTRACT FOR RENOVATIONS TO SHILOH MUSEUM OF OZARK HISTORY

WHEREAS, Shiloh Museum of Ozark History serves more than 45,000 visitors annually, for many different purposes, and

WHEREAS, the museum building was constructed in 1991, and most of the building has had no updates or renovations since then, and

WHEREAS, the museum and the grounds are a part of the Downtown Master Plan, and renovations are necessary to keep up to date with the plan and the needs of a growing city, and

WHEREAS, in November 2025, CDI Contractors was selected as Construction Managers for the project, and

WHEREAS, after the initial work that was completed by the Construction Manager, the request is to enter into a Guaranteed Maximum Price Contract with CDI Contractors for the remodel of the main museum building, with a contract amount not to exceed \$781,246.00, to be paid out of the Unrestricted General Fund, and

WHEREAS, the proposed renovations will address a number of safety, ADA, and aesthetic issues.

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 enter into a Guaranteed Maximum Price Contract with CDI Contractors for the renovation project at Shiloh Museum of Ozark History, in an amount not to exceed \$781,246.00, to be paid for out of the Unrestricted General Fund.

Section 2. The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

Council Member Powell moved the Resolution be adopted. Council Member Taldo made the second.

After the vote was taken, motion carried 8-0.

The Resolution was numbered 211-25.

RESOLUTION NO. 212-25; ENTERING INTO AN AGREEMENT FOR UPGRADES TO THE SPRINGDALE PARKS AND RECREATION FACILITY (PROJECT NO. 23BPP5)

Chad Wolf presented the Resolution

RESOLUTION NO. 212-25

A RESOLUTION ENTERING INTO AN AGREEMENT FOR UPGRADES TO THE SPRINGDALE PARKS AND RECREATION FACILITY (PROJECT NO. 23BPP5)

WHEREAS, the City of Springdale entered into the 2023 Bond Program with the approval of its residents, and

WHEREAS, as part of the Parks Bond, facility and equipment upgrades may be purchased to enhance the overall quality and experience of our residents, and

WHEREAS, the request is to upgrade the west entryway of the Springdale Parks and Recreation facility, and

WHEREAS, three (3) quotes were received, and

WHEREAS, upon review, Springdale Parks and Recreation is requesting to enter into an agreement with Criterion for renovations of the west entryway of the Parks and Recreation facility, in an amount not to exceed \$36,743.00, to be paid for out of the 2023 Parks and Recreation Bond Fund.

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 enter into an agreement with Criterion for renovations to the west entryway of the Parks and Recreation facility, in an amount not to exceed \$36,743.00, to be paid from the 2023 Parks and Recreation Bond Fund.

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

After the vote was taken, motion carried 7-0. Council Member Fougrousse had exited the meeting.

The Resolution was numbered 212-25.

RESOLUTION NO. 213-25; AUTHORIZING THE PURCHASE OF NEW SOCCER GOALS FOR THE CITY OF SPRINGDALE PARKS AND RECREATION DEPARTMENT (PROJECT NO. 23BPP7)

Chad Wolf presented the Resolution

RESOLUTION NO. 213-25

A RESOLUTION AUTHORIZING THE PURCHASE OF NEW SOCCER GOALS FOR THE CITY OF SPRINGDALE PARKS AND RECREATION DEPARTMENT (PROJECT NO. 23BPP7)

WHEREAS, the City of Springdale entered into the 2023 Bond Program with the approval of its residents, and

WHEREAS, as part of the Parks Bond, facility and equipment upgrades may be purchased to enhance the overall quality and experience of our residents, and

WHEREAS, the request is to purchase new soccer goals for the newly, artificially turfed soccer fields, and

WHEREAS, three (3) quotes were received, and

WHEREAS, upon review, the Springdale Parks and Recreation Department would like to move forward with the purchase of new soccer goals from Midwest Sporting Goods, in the amount of \$8,927.99, to be paid for out of the 2023 Parks and Recreation Bond Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorize the purchase of new soccer goals from Midwest Sporting Goods, in the amount of \$8,927.99, to be paid from the 2023 Parks and Recreation Bond Fund.

Council Member Powell moved the Resolution be adopted. Council Member Taldo made the second.

After the vote was taken, motion carried 7-0. Council Member Fougrousse had exited the meeting.

The Resolution was numbered 213-25.

RESOLUTION NO. 214-25; AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARTIFICIAL TURF & RELATED ITEMS; TO WAIVE COMPETITIVE BIDDING, AND FOR OTHER PURPOSES.

Chad Wolf presented the Resolution

RESOLUTION NO. 214-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARTIFICIAL TURF & RELATED ITEMS; TO WAIVE COMPETITIVE BIDDING, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

WHEREAS, the Parks and Recreation portion of the 2023 bond program was intended to purchase and install artificial turf on several baseball, softball and soccer fields, and

WHEREAS, the city received a quote in the amount of \$1,230,000 to convert an additional soccer field to PIVOT turf, and

WHEREAS, the installation of artificial turf will be beneficial to our residents;

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

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with GeoSurfaces, Inc. for the purchase of artificial turf and installation, in an amount not to exceed \$1,230,000.00, to be paid from the 2023 Parks and Recreation Bond Fund.

Section 3. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders do not exceed 5% of the guaranteed original contract price.

Council Member Taldo moved the Resolution be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 7-0. Council Member Fougrousse had exited the meeting.

The Resolution was numbered 214-25.

POLICE & FIRE COMMITTEE

RESOLUTION NO. 215-25; AMENDING RESOLUTION NO. 160-24, A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHROIZATION TO ENTER INTO AN AGREEMENT FOR IMPROVEMENTS TO THE ALLEN BUILDING

Derek Wright presented the Resolution

RESOLUTION NO. 215-25

A RESOLUTION AMENDING RESOLUTION NO. 160-24, A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHROIZATION TO ENTER INTO AN AGREEMENT FOR IMPROVEMENTS TO THE ALLEN BUILDING

WHEREAS, the Allen Building is in need of repairs, and

WHEREAS, significant damage has compromised the roof of the building, resulting in an insurance claim in the amount of \$561,740.00 to replace the roof, and

WHEREAS, the exterior of the Allen Building needs exterior painting and updating, and

WHEREAS, Milestone Construction Company, LLC has proposed a contract in the amount of \$647,435.00 for the roof replacement and painting,

WHEREAS, Milestone Construction Company, LLC was the chosen contractor for upgrades to the Allen Building during the construction of the municipal complex,

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

1. The Mayor and City Clerk are authorized to enter into an agreement in an amount not to exceed \$647,435.00 with Milestone Construction Company, LLC for improvements to the Allen Building.
2. Insurance proceeds in the amount of \$561,740 should be paid directly from the insurance company to Milestone Construction Company, LLC.
3. An amount not to exceed \$85,695.00 shall be paid from the unrestricted general fund.
4. The Mayor is authorized to execute change orders in an amount not to exceed \$20,000.00, to be paid from the 2025 budget.
5. This Resolution is to replace Resolution No. 160-24 in its entirety.

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

After the vote was taken, motion carried 7-0. Council Member Fougrousse had exited the meeting.

The Resolution was numbered 215-25.

ORDINANCE NO. 6176: VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Ernest Cate presented the Ordinance.

After reading the title of the Ordinance, Council Member Taldo moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6176

ORDINANCE NO. 6177: VACATING AND ABANDONING A PORTION OF TWO UTILITY EASEMENTS, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Ernest Cate presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6177.

ORDINANCE NO. 6178: AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Ernest Cate presented the Ordinance.

After reading the title of the Ordinance, Council Member Lawson moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6178.

ORDINANCE NO. 6179: AUTHORIZING THE CITYCLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 836 JAY LANE, SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Ernest Cate read & presented the Ordinance.

After reading the title of the Ordinance, Council Member Lawson moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6179.

RESOLUTION NO. 216-25; AMENDING RESOLUTION NO. 152-25 TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

Ernest Cate read presented the Resolution

RESOLUTION NO. 216-25

**A RESOLUTION AMENDING RESOLUTION NO. 152-25
 TO LEVY WASHINGTON COUNTY AD VALOREM
 TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.**

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, on September 23, 2025, the City Council for the City of Springdale, Arkansas, passed Resolution No. 152-25, establishing the Washington County ad valorem taxes to be approved for collection in the year 2026;

WHEREAS, the City has now been notified by the Washington County Assessor’s Office that the millage levy for collection in 2026 may be increased, pursuant to Ark. Code Ann. §26-26-402;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas; and,

WHEREAS, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

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

SECTION 1: That the following levies be approved for collection in the year 2026 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2025 property tax levy to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
GENERAL FUND	.0047	.0047
FIREMEN’S PENSION	.0005	.0005
POLICEMEN’S PENSION	.0005	.0005
TOTAL	.0057	.0057

SECTION 2: The 2025 voluntary taxes to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
CITY FIRE FUND	.0015	.0015
LIBRARY	.001	.001
TOTAL	.0025	.0025

SECTION 3: The voluntary taxes will be printed in the Washington County Tax Collector’s office and shall be billed and collected by the Washington County Tax Collector’s office.

SECTION 4: The provisions of Resolution No. 152-25 are hereby repealed.

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

After the vote was taken, motion carried 7-0. Council Member Fougrousse had exited the meeting.

The Resolution was numbered 216-25.

RESOLUTION NO. 217-25; AMENDING RESOLUTION NO. 153-25 TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

Ernest Cate read & presented the Resolution

RESOLUTION NO. 217-25

A RESOLUTION AMENDING RESOLUTION NO. 153-25 TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, on September 23, 2025, the City Council for the City of Springdale, Arkansas, passed Resolution No. 153-25, establishing the Benton County ad valorem taxes to be approved for collection in the year 2026;

WHEREAS, the City has now been notified by the Benton County Assessor's Office that the millage levy for collection in 2026 may be increased, pursuant to Ark. Code Ann. §26-26-402;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

WHEREAS, all property taxes will be collected by the County Clerk and Tax Collector of Benton County.

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

SECTION 1: That the following levies be approved for collection in the year 2026 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Benton County.

The 2025 property tax levy to be collected by the Benton County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
GENERAL FUND	.0047	.0047
FIREMEN'S PENSION	.0005	.0005
POLICEMEN'S PENSION	.0005	.0005
TOTAL	<u>.0057</u>	<u>.0057</u>

SECTION 2: The provisions of Resolution No. 153-25 are hereby repealed.

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

After the vote was taken, motion carried 7-0. Council Member Fougrousse had exited the meeting.

The Resolution was numbered 217-25.

The Mayor asked what the Council's pleasure was regarding the second City Council meeting of December.

Council Member Harriman made a motion to cancel the 2nd committee meeting of December and the 2nd Council meeting of December. Council Member Huntley seconded the motion.

After the vote was taken, motion carried 7-0.

COMMENTS FROM COUNCIL MEMBERS

None

COMMENTS FROM DEPARTMENT HEADS

None

ADJOURNMENT

The Mayor made a motion to adjourn and Council Member Taldo made the second. After a voice vote of all ayes and no nays, the meeting adjourned at 7:23 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer