**MAYOR**
George B McGill

**CITY ADMINISTRATOR**
Jeff Dingman

**CITY CLERK**
Sherri Gard

**BOARD OF DIRECTORS**
Ward 1 - Jarred Rego
Ward 2 - Andre' Good
Ward 3 - Lee Kemp
Ward 4 - George Catsavis
At-Large Position 5 - Christina Catsavis
At-Large Position 6 - Kevin Settle
At-Large Position 7 - Neal Martin

# AGENDA

## Fort Smith Board of Directors
## REGULAR MEETING
## November 2, 2026 ~ 6:00 p.m.
## Blue Lion
## 101 North 2nd Street
## Fort Smith, Arkansas

***THIS MEETING IS BEING TELECAST LIVE ON THE CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214) AND ONLINE AT THE FOLLOWING LINK:***
http://www.fortmithar.gov/watch

**INVOCATION & PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING**

**APPROVE MINUTES OF OCTOBER 20, 2026 REGULAR MEETING**

**ITEMS OF BUSINESS**

1. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map *(Master Land Use Plan: Office Research and Light Industrial to Mixed Use Residential / Rezoning: Industrial Light (I-1) to Transitional (T) at 1406 and 1408 South 11th Street) (Planning & Zoning)*

2. Items associated with Methodist Village property: *(Planning & Zoning)*

   2A. Ordinance rezoning identified property and amending the zoning map *(Commercial Light Special (C-2-SPL) and Transitional (T) to a Planned Zoning District (PZD) at 1801 South 74th Street and 7425, 7811 and 7815 Euper Lane) (Planning & Zoning)*

2B. Resolution accepting removing the reversionary clause of ownership relative to real property located at 1801 South 74th Street from Methodist Village, Inc. *(Planning & Zoning)*

3. Ordinance rezoning identified property and amending the zoning map *(Not zoned to a Planned Zoning District (PZD) at 8501 Chad Colley Boulevard) (Planning & Zoning)*

4. Ordinance rezoning identified property and amending the zoning map *(Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier Street and 5401 South 29th Street) (Planning & Zoning)*

5. Ordinance rezoning identified property and amending the zoning map *(Commercial Light (C-2) to Commercial Heavy (C-5) at 6812 Phoenix Avenue) (Planning & Zoning)*

6. Ordinance establishing pay rates and related procedures for City employees *(Fire Department) ~ C.Catsavis/Martin placed on agenda at the October 13, 2026 study session ~ (Human Resources)*

7. Ordinance amending the 2026 Operating Budget and appropriating funds for Parrot Island Water Park operations *(City Administrator)*

8. Items regarding agreement for providing professional services associated with the program management for the Federal Wastewater Consent Decree: *(Engineering)*

   8A. Resolution approving and authorizing the Mayor to execute an agreement with Arcadis, U.S., Inc. for providing professional services associated with the program management for the Federal Wastewater Consent Decree, Project No. 26-01-ES1 *($2,474,000.00 / Budgeted / Engineering-Utilities - 5/8% Reallocated Sales & Use Tax-Utilities) ~ Kemp/Martin placed on agenda at the September 22, 2026 study session; Directors Rego, Good, Kemp, and G. Catsavis removed from October 5, 2026 regular meeting agenda on October 1, 2026; Directors Rego, Martin, Good, and Kemp placed on agenda on October 20, 2026 regular meeting on October 1, 2026 / TABLED to the November 2, 2026 regular meeting at the October 20, 2026 regular meeting ~ (Engineering)* ♦ ●

   8B. Resolution approving and authorizing the Mayor to execute an agreement with Arcadis, U.S., Inc. for providing professional services associated with the program management for the Federal Wastewater Consent Decree, Project No. 26-01-ES1 *($2,256,000.00 / Budgeted / Engineering-Utilities - 5/8% Reallocated Sales & Use Tax-Utilities) (Engineering)* ♦ ●

9. Items regarding 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1: *(Engineering)*

   9A. Resolution rejecting the bid of Goodwin and Goodwin, Inc. for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1 ~ *TABLED to the November 2, 2026 regular meeting at the October 20, 2026 regular meeting ~ (Engineering)* ♦ ●

9B. Resolution accepting the revised, negotiated bid of and authorizing the Mayor to execute a contract with Goodwin and Goodwin, Inc. for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1 *($5,060,015.50 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

10. Consent Decree Items: *(Engineering)*

10A. Resolution accepting the bid of and authorizing the Mayor to execute a contract with InLiner Solutions, LLC. for the 2022 SSA Remedial Measures, Sub-Basin S005, Project No. 25-13-C1 *($3,441,442.90 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

10B. Resolution approving and authorizing the Mayor to execute an agreement with Halff Associates, Inc. for providing engineering services associated with the 2022 SSA Remedial Measures, Sub-Basin S005, Project No. 25-13-EC1 *($106,610.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

10C. Resolution authorizing the Mayor to execute Change Order No. 1 with Forsgren, Inc. for the 2017 SSA Remedial Measures, Sub-Basin P009, Project No. 19-18-C1 *($684,184.00 and additional 89 days / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

11. Capital Improvement Plans: *(Various Departments)*

11A. Resolution accepting and authorizing implementation of the 2027-2028 Capital Improvement Plan for Water *~ Reviewed at the October 27, 2026 study session ~ (Engineering)* ♦

11B. Resolution approving and authorizing implementation of the ten year (2027-2036) Streets and Traffic Control Capital Improvements Plan and implementation of the 2027 Sidewalk Program *~ Reviewed at the October 27, 2026 study session ~ (Public Works)* ♦

11C. Resolution approving and authorizing implementation of the five-year (2027-2031) 1/8% Sales and Use Tax program for the Parks and Recreation Capital Improvement Plan *~ Kemp/Good placed on agenda at the October 13, 2026 study session ~ (Parks & Recreation)* ♦

11D. Resolution approving and authorizing implementation of the ten-year (2027-2036) Capital Improvement Plan for the Solid Waste Services Department *~ Kemp/Good placed on agenda at the October 13, 2026 study session ~ (Solid Waste Services)*

11E. Resolution adopting the 2026 Transit Asset Management Plan for the Fort Smith Transit Department *~ Kemp/Good placed on agenda at the October 13, 2026 study session ~ (Transit)* ♦

11F. Resolution approving and authorizing implementation of the five-year (2027-2031) Capital Improvement Plan for the Fort Smith Police Department *~ Kemp/Good placed on agenda at the October 13, 2026 study session ~ (Police)* ♦

11G. Resolution approving and authorizing implementation of the five-year (2027-2031) Capital Improvement Plan for the Fort Smith Fire Department ~ *Kemp/Good placed on agenda at the October 13, 2026 study session ~ (Fire)*

12. Consent Agenda

12A. Resolution accepting completion and authorizing final payment to Steve Beam Construction, Inc. for construction of Creekmore Park Tennis Courts Improvements *($79,318.99 / Budgeted / Parks and Recreation - 1/8% Sales and Use Tax) (Parks & Recreation)* ♦

12B. Resolution authorizing the Mayor to execute Change Order No. 1 with Langford Roofing and Construction, LLC for the reroofing of five buildings at the Massard Wastewater Treatment Plant *($36,157.00 and additional 42 days / Budgeted / Water Resources - Water/Sewer) (Finance)*

12C. Resolution accepting the Miss Laura's Brothel Museum Parking Lot Replacement Project as complete and authorizing final payment to Westbrook's Concrete Construction *($187,685.00 / Budgeted / Miss Laura's - General Fund) (Citizen Services)*

12D. Resolution accepting the quote of Van Horn Construction and authorizing the purchase of a replacement Pretreatment Clarifier No. 1 drive mechanism for the Lee Creek Water Treatment Plant *($168,076.00 / Budgeted / Water Resources - 55560400-527200 (Maintenance Equipment)) (Water Resources)*

**OFFICIALS FORUM - presentation of information requiring no official action**

- Mayor
- Directors
- City Administrator

**ADJOURN**

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Maggie Rice, Deputy City Administrator

**DATE:** October 23, 2026

**SUBJECT:** Master Land Use Plan Amendment #10-10-26 from Office, Research and Light Industrial to Mixed-Use Residential, Rezoning #17-10-26 from Industrial Light (I-1) to Transitional (T) at 1406 & 1408 South 11th Street

## SUMMARY

On October 13, 2026, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications. The property, containing an area of 0.32 acres, is located on the west side of South 11th Street between South M Street and South N Street. The proposed Master Land Use Plan Amendment to Mixed-Use Residential and zoning to Transitional (T) facilitates the development of two duplexes on individual lots with eight (8) parking spaces accessible from the alley and a new sidewalk.

A neighborhood meeting was held on October 7, 2026, at 5:30 P.M. on site. No neighboring property owners attended the meeting. At the Planning Commission meeting Mr. Brandon Woodrome was present to represent the items. There were none present to speak in favor or opposition of the items.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan and zoning maps.

Please contact me if you have any questions.

## ATTACHMENTS

1. 1406___1408_South_11th_Street_ORD.pdf
2. Backup ITEM ID 3189.pdf

**ORDINANCE NO._____**

**AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP AND REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP**

**WHEREAS,** the City Planning Commission held a public hearing to consider request No. 10-10-26 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and having considered the request, recommended on October 13, 2026, that said change be made;

**WHEREAS,** the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

**WHEREAS,** the City Planning Commission held a public hearing to consider request No. 17-10-26 to rezone certain property, and having considered said request, recommended on October 13, 2026, that said change be made.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:**

**SECTION 1:** The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Office, Research and Light Industrial to Mixed-Use Residential and the Master Land Use Plan Map is hereby amended to reflect said amendment to wit:

> Lots 9 and 10, Block 6 of Ayers Addition in the City of Fort Smith, Sebastian County, Arkansas, containing 0.32 acres, more commonly known as 1406 and 1408 South 11th Street.

**SECTION 2:** The real property described in Section 1 is hereby rezoned from Industrial Light (I-1) to Transitional (T). The zoning map of the City of Fort Smith is hereby amended to reflect said zoning.

**SECTION 3:** It is hereby found and determined that the adoptions of this amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and

property of the inhabitants of the City require that the above amendment be effective, and the amendment is hereby made effective, as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

**APPROVED:**

_____

**Mayor**

**ATTEST:**

_____

**CITY CLERK**

**APPROVED AS TO FORM:**



_____

**PUBLISHED ONE TIME**

**PLANNING COMMISSION &**
**BOARD OF ZONING ADJUSTMENT AGENDA**
**BLUE LION DOWNTOWN, 101 NORTH 2nd ST**
**October 13, 2026, 5:30 P.M.**
**Minutes**

Before calling the meeting to order Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, David Tyler, Kelly Wilson, Rod Coleman, Jackson Mendenhall, Ret Taylor, Griffin Hanna, and Shaun McCaffrey.

Chairman McCaffrey called for a motion on the September 8th, 2026, meeting minutes. Commissioner Jackson Mendenhall moved, seconded by Commissioner Vicki Newton to approve of the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

**5. Variance #31-10-26 - A request by Brandon Woodrome, agent for James Black, from the required street access of a Residential Collector or higher to a local road in a proposed Transitional (T) zone at 1406 & 1408 South 11th Street**

Chairman McCaffrey introduced item 5 with companion items 6, 7, and 8. Sara Rahmani delivered the staff report stating approval of the variance and companion items will facilitate a rezoning to Transitional (T) and allow for the construction of two duplexes on individual lots. Ms. Rahmani also stated that the property is currently zoned Industrial Light (I-1) and the applicant has requested a Transitional (T) zoning district and Master Land Use Plan amendment to Mixed Use Residential.

Commissioner Newton asked about sidewalk connections. Maggie Rice stated the new development will have sidewalks connecting to the new development located north of the subject property that is still under construction.

With no additional comments or questions, Chairman McCaffrey called for a motion on item 5. Commissioner Tyler moved to approve with staff comments, seconded by Commissioner Taylor

Chairman McCaffrey called for a vote on item 5. The vote was eight (8) in favor and zero (0) opposed.

**6. Master Land Use Plan Amendment #10-10-26 - A request by Brandon Woodrome, agent for James Black, for a Master Land Use Plan Amendment from Office, Research, and Light Industrial to Mixed-Use-Residential at 1406 & 1408 South 11th Street**

With no additional comments or questions, Chairman McCaffrey called for a motion on item 6. Commissioner Taylor moved to approve with staff comments, seconded by Commissioner Tyler

Chairman McCaffrey called for a vote on item 6. The vote was eight (8) in favor and zero (0) opposed.

**7. Rezoning #17-10-26 - A request by Brandon Woodrome, agent for James Black, for a zone change from Industrial Light (I-1) to Transitional (T) by extension at 1406 & 1408 South 11th Street**

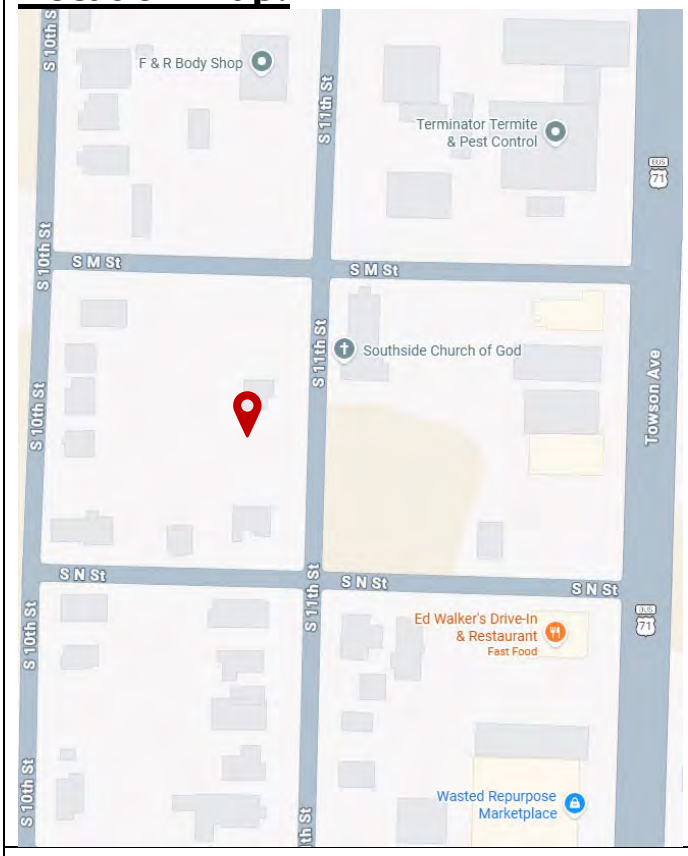
With no additional comments or questions, Chairman McCaffrey called for a motion on item 7. Commissioner Wilson moved to approve with staff comments, seconded by Commissioner Mendenhall.

Chairman McCaffrey called for a vote on item 7. The vote was eight (8) in favor and zero (0) opposed.

**8. Development Plan #18-10-26 - A request by Brandon Woodrome, agent for James Black, for two duplexes on individual lots in a proposed Transitional (T) zone at 1406 & 1408 South 11th Street**

With no additional comments or questions, Chairman McCaffrey called for a motion on item 8. Commissioner Wilson moved to approve with staff comments, seconded by Commissioner Mendenhall.

Chairman McCaffrey called for a vote on item 8. The vote was eight (8) in favor and zero (0) opposed.

| | |
|---|---|
| **Fort Smith Planning Commission** | **Item Number:**<br>**MLUPA #10-10-26**<br><br>**Hearing Date:** **October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Applicant Information:**<br>Applicant: Brandon Woodrome<br><br>Owner: James Black |
| **Location Map:**<br><br> | **Applicant Proposal:**<br><br>Address: 1406 & 1408 South 11th Street<br><br>Present Use: Single Family Residence<br><br>Summary: Master Land Use Plan amendment from Office, Research, and Light Industrial to Mixed-Use-Residential)<br><br>Total Tract Size: 0.32 Acres<br><br>Location: West of South 11th Street between South M Street and South N Street |
| **Existing Zoning:**<br>I-1<br>**Master Land Use Plan:**<br>Office, Research, and Light Industrial | **Staff Recommendation:**<br><br>Approval |

Master Land Use Plan Amendment

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Master Land Use Plan Amendment #10-10-26 - A request by Brandon Woodrome, agent for James Black, for a Master Land Use Plan Amendment from Office, Research, and Light Industrial to Mixed-Use-Residential at 1406 & 1408 South 11th Street.

The Planning Department is in receipt of an application from Brandon Woodrome, agent for James Black, to amend the Master Land Use Plan Map from Office, Research, and Light Industrial to Mixed-Use-Residential to accommodate a proposed Transitional (T) zoning request. The subject property is west of South 11th Street between South M Street and South N Street. The tract contains an area of 0.32 acres with approximately 100 feet of street frontage along South 11th Street.

The property is currently zoned Industrial Light (I-1). A companion zoning application requests a Transitional (T) zoning district. The Master Land Use Plan is a guide to zoning and development and must be considered with the companion application.

## ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

| Direction | Land Use | Master Land Use Classification |
|---|---|---|
| North | Duplexes | Mixed-Use-Residential |
| East | Church | General Commercial |
| West, South | Single Family Residences | General Commercial |

## PROPOSED MASTER LAND USE PLAN

The proposed classification of Mixed-Use Residential is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

**Characteristics and Use:**

| **Criteria for Designation:** | **Compliance Noted** |
|---|---|
| • Within redevelopment and revitalization areas transitioning out of industrial land use | **YES** |
| • A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use | **YES** |

## CURRENT MASTER LAND USE PLAN

The Master Land Use Plan currently classifies the site as Office, Research and Light Industrial. This classification is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services.

## MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies South 11th Street as local road.

## NEIGHBORHOOD MEETING

A neighborhood meeting was held October 7, 2026, at 5:30 PM on site. No surrounding property owners attended the meeting.

## STAFF RECOMMENDATIONS

Staff recommends approval.

# Application Summary

## Application Type

- **Conventional Rezoning**
- **Development Plan**
- **Master Land Use Plan Amendment**
- **Zoning Variance**

## Site Location

- Address:1406 2 11TH ST, FORT SMITH, AR 72901; 1408 S 11TH ST, FORT SMITH, AR 72904;
- Legal Description:LOT 10 BLK 6
- Parcel:10180-0009-00006-00; 10180-0010-00006-00;
- Site Area (acres):0.32
- Current Zoning:Industrial Light (I-1)
- Requested Zoning (if applicable):Transitional

## Applicant

- Name:BLACK, JAMES D
- Address:3020 S O ST,FORT SMITH, AR  72901
- Phone:
- Email:

## Agent

- Name:BRANDON WOODROME
- Address:<NO STREET ADDRESS>,
- Phone:
- Email:

## Details

- Rezone, MLUP, Variance and Development plan for two duplexes on individual lots.




VICINITY MAP
1" = 500'

DEVELOPER: WOODROME HOLDINGS
584 BROOKLYN ROAD
BRANCH, AR 72928
479-650-3430

PROJECT ADDRESS: 1406 & 1408 S. 11TH STREET

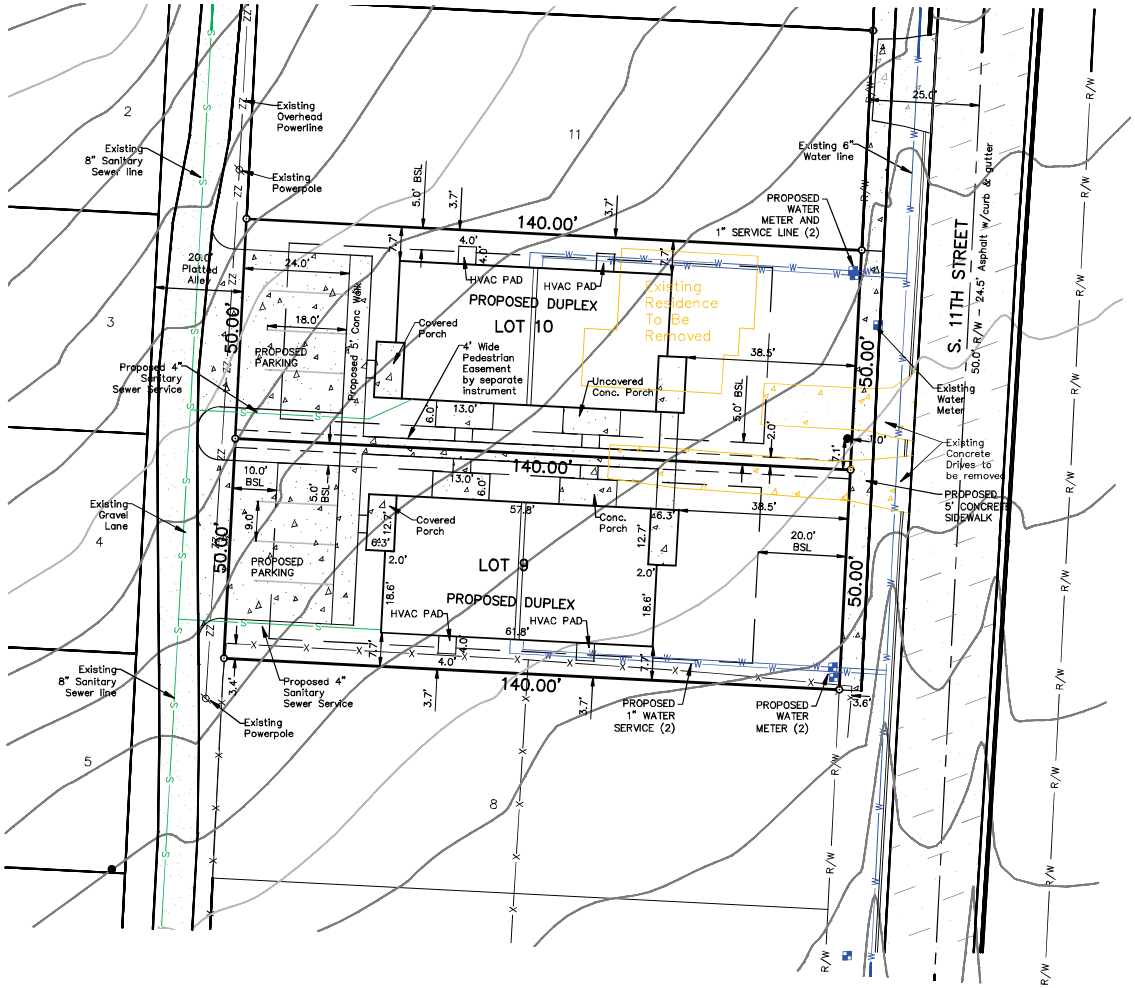
SCALE IN FEET
20 0 20 40 60

BASIS OF BEARING: Grid North as determined by Gps Observation.

CERTIFICATION
I, Ronald Brixey, hereby certify by my signature and seal that to the best of my knowledge, this plan conforms to the standards of the City of Fort Smith, Arkansas Unified Development Ordinance (Ordinance No. 36-09) as adopted on May 19, 2009, including subsequent revisions and additions to date.

LEGEND

WATER METER
TELEPED
POWER POLE
SEWERLINE
WATERLINE
RIGHT OF WAY
BUILDING SETBACK LINE
OVERHEAD ELECTRIC
4' CHAINLINK FENCE
EXISTING CONCRETE
CONCRETE PARKING
ASPHALT STREET




CURRENT ZONING: I-1 Industrial Light
PROPOSED ZONING: T - Transitional

LOT 10 AREA: 7000 Sq. Ft. or 0.16 Acre
LOT 10 COVERAGE: 2042 Sq. Ft. = 29%

LOT 09 AREA: 7000 Sq. Ft. or 0.16 Acre
LOT 09 COVERAGE: 2042 Sq. Ft. = 29%

FRONT YARD COVERAGE:
LOT 10 FRONT YARD AREA = 2225.50 SQ.FT. / NO STREET SIDE VEHICLE USE AREA = 0%
LOT 09 FRONT YARD AREA = 2225.50 SQ.FT. / NO STREET SIDE VEHICLE USE AREA = 0%

PARKING:
INTERIOR PARKING - EACH LOT WILL HAVE 1 DUPLEX WITH 2 LIVING UNITS
2 SPACES PER UNIT = 4 SPACES REQUIRED PER LOT / 4 SPACES PROVIDED PER LOT

SURVEYOR CERTIFICATION
I, Ronald N. Brixey, a registered land surveyor in and for the State of Arkansas, do hereby certify to the title attorney, title underwriter or abstract company that this is a true and correct plat to the best of my knowledge of a survey of Lot 10 and Lot 09 Block 6 Ayers Addition, also described as 1406 and 1408 S. 11th Street (respectively), Fort Smith, Sebastian County, Arkansas. That said plat correctly shows the location of all buildings, structures, fences and improvements on said described property and that there are no party walls, visible rights of way, easements or visible encroachments except as shown on said plat of survey.

NOTE From the Flood Insurance Rate Map for Sebastian County, Arkansas and Incorporated Areas, FEMA Map No. 05131C0110F, Effective March 02, 2012, this property does not lie in a designated flood hazard area.

LEGEND
Set Iron Pin
Exist. Iron Pin

CERTIFICATE OF AUTHORIZATION
BRIXEY ENGINEERING & LAND SURVEYING, INCORPORATED
NO. 98
ARKANSAS ENGINEER

© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2026
Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.

G:\SURVEY26\26-0262 WOODROME S 11TH\26-0262 C3D.dwg

BRIXEY ENGINEERING & LAND SURVEYING, INC.
CONSULTING ENGINEERS -- LAND SURVEYORS
5223 East Highway 45 P.O. Box 6180 Fort Smith, Arkansas 72906 (479) 646-6394

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 988
RONALD N. BRIXEY
SIGNATURE

111

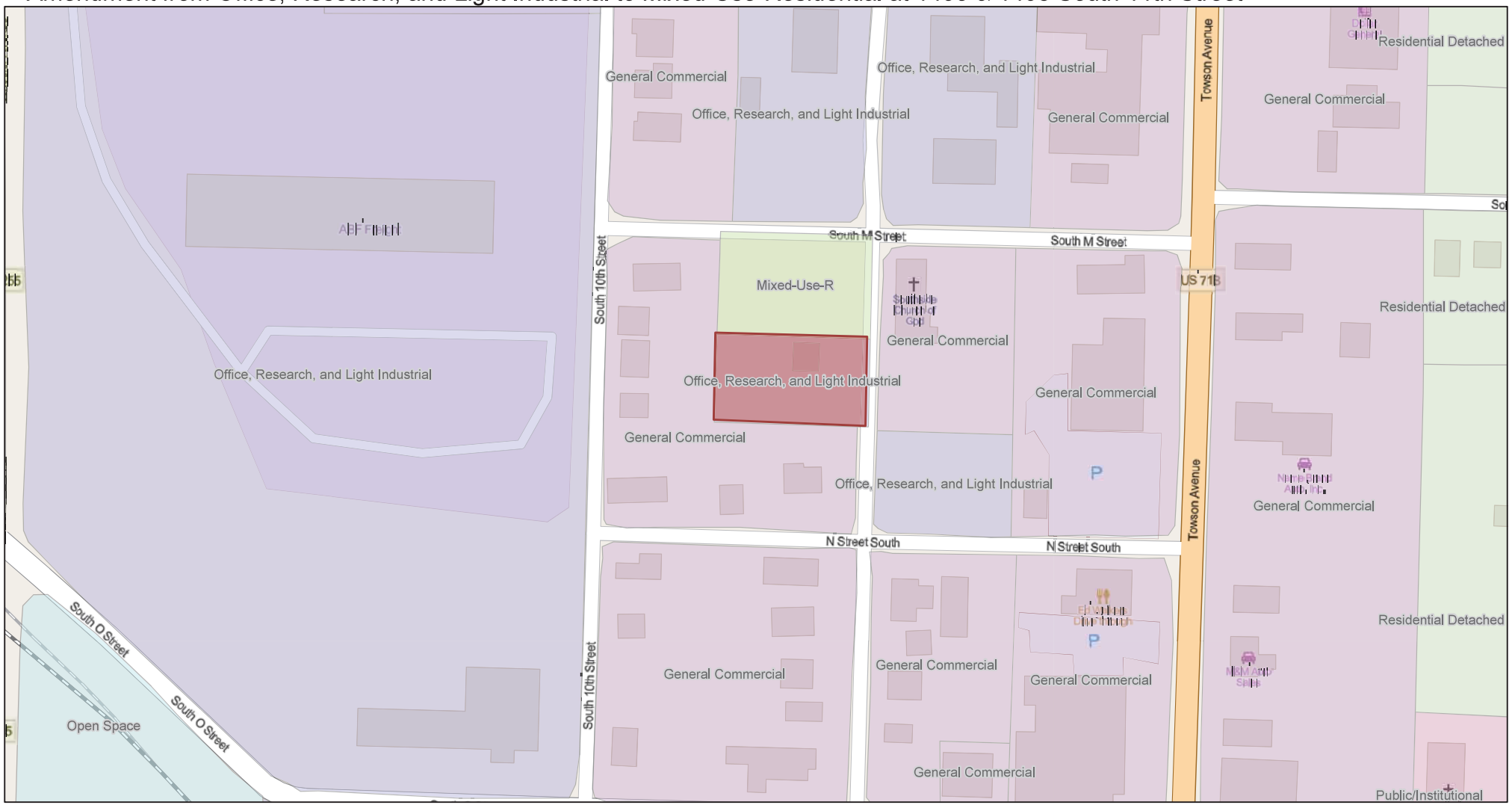
| Revisions: |
|---|
| 09/23/2026 Parking relocated Alley |
| |
| |
| |
| |

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 4456
RONALD N. BRIXEY

# SITE PLAN
LOT 10 & LOT 09 BLOCK 6
AYERS ADDITION
CITY OF FORT SMITH
SEBASTIAN COUNTY, ARKANSAS
Prepared For: Woodrome Holdings

| |
|---|
| Date: 09/04/2026 |
| Drawn By: RJA |
| Computed by: RB |
| Job No. 26-0262 |
| |

Master Land Use Plan Amendment #10-10-26 - A request by Brandon Woodrome, agent for James Black, for a Master Land Use Plan Amendment from Office, Research, and Light Industrial to Mixed-Use-Residential at 1406 & 1408 South 11th Street




9/23/2026, 3:32:43 PM

1:1,592

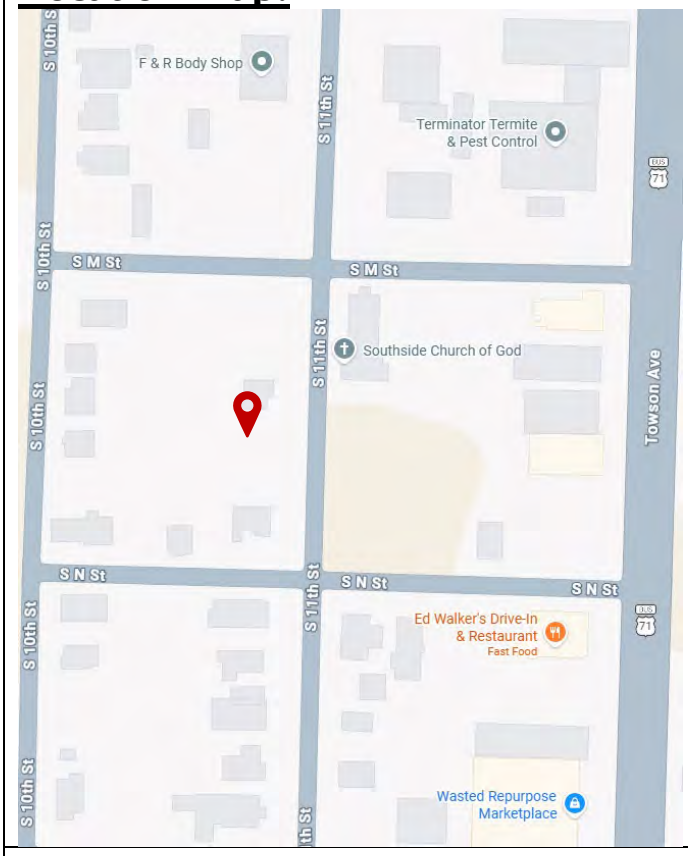
Land Use

- Mixed-Use-R
- Office, Research, and Light Industrial
- Open Space
- Public/Institutional
- Residential Detached
- General Commercial

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

| | |
|---|---|
| **Fort Smith Planning Commission** | **Item Number:**<br>**Rezoning #17-10-26**<br><br>**Hearing Date:** **October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Applicant Information:**<br>Applicant: Brandon Woodrome<br><br>Owner: James Black |
| **Location Map:**<br><br> | **Applicant Proposal:**<br><br>Address: 1406 & 1408 South 11th Street<br><br>Present Use: Single Family Residence<br><br>Summary: Zone change from Industrial Light (I-1) to Transitional (T) by extension<br><br>Total Tract Size: 0.32 Acres<br><br>Location: West of South 11th Street between South M Street and South N Street |
| **Existing Zoning:**<br>I-1<br>**Master Land Use Plan:**<br>Office, Research, and Light Industrial | **Staff Recommendation:**<br><br>Approval |

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Rezoning #17-10-26 - A request by Brandon Woodrome, agent for James Black, for a zone change from Industrial Light (I-1) to Transitional (T) by extension at 1406 & 1408 South 11th Street.

## PROPOSED ZONING

Approval of the zone change will facilitate the development of two duplexes on individual lots.

## LOT LOCATION AND SIZE

The subject property is west of South 11th Street between South M Street and South N Street. The tract contains an area of 0.32 acres with approximately 100 feet of street frontage along South 11th Street.

## REQUESTED ZONING

The requested zoning on this tract is Transitional (T).
Characteristics of this zone are as follows:

### Purpose:

To provide small scale areas for limited office, professional service, and medical services designed in scale with surrounding residential uses. The transitional zoning district applies to the Residential Attached, Institutional, Neighborhood Commercial and General Commercial categories of the Master Land Use Plan.

### Permitted Uses:

Single family detached, duplexes, family group home, retirement housing, bridal shop, banking establishments and offices are examples of permitted uses.

**Conditional Uses:**

Assisted living, bed & breakfast inn, utility substation, country club, park or playground, college, library, primary and secondary school, business professional schools, fire and rescue station, emergency response station, police substation, diagnostic laboratory testing facility, hospital, daycare homes, substance abuse treatment facility, senior citizen center and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 5,000 square feet
Maximum Lot Size – 40,000 square feet
Minimum Lot Width at Building Line – 50 feet
Minimum Street Frontage – 50 feet
Front Yard Setback - 20 feet
Side Yard on Street Side of Corner Lot - 20 feet
Side Yard Setback – 5 feet
Rear Yard Setback - 10 feet
Maximum Height - 35 feet (1+1)
Maximum Lot Coverage - 65%
Minimum building separation – 10 feet (residential), non-residential to be determined by current City building and fire code.

**EXISTING ZONING**

The existing zoning on this tract is Industrial Light (I-1).
Characteristics of this zone are as follows:

**Purpose:**

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light district may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 zoning district is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

**Permitted Uses:**

Auto and boat related businesses, a wide variety of retail businesses, indoor flea market, pawnshop, financial services, offices, bar or tavern, restaurant, animal and pet services, manufacturing and commercial communication towers are examples of permitted uses.

**Conditional Uses:**

Homeless shelter, truck stop, outdoor flea market, beer garden, restaurant with outdoor dining, pet cemetery, animal food processing, petroleum distribution facility, bus station, recycling center, sports complex, educational facilities and police station are examples of uses permitted as conditional uses.

## Area and Bulk Regulations:

Minimum Lot Size – 20,000 square feet

Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%

Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 20,000 square feet

Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Side/Rear (adjoining SF Residential District/Development) – 100 feet (may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process)
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Arterial or higher

## SURROUNDING ZONING AND LAND USE

| Direction | Land use | Zoning |
|---|---|---|
| North | Duplexes | T, Transitional |
| East | Church | T, Transitional |
| West, South | Single Family Residence | T, Transitional |

## MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies South 11th Street as local road.

## MASTER LAND USE PLAN

The Master Land Use Plan classifies the site as Office, Research and Light Industrial. This classification is intended to provide opportunities for clean, indoor, minimum impact, research, development, assembly, manufacturing, warehousing, distribution, and supportive goods and services. A companion Master Land Use Plan amendment has requested a Mixed-Use Residential classification. This classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

## NEIGHBORHOOD MEETING

A neighborhood meeting was held on October 7, 2026, at 5:30 PM on site. No surrounding property owners attended the meeting.

## STAFF COMMENTS

The subject property was rezoned from Transitional (T) to Industrial Light (I-1) on March 6, 2012, by Ordinance #20-12 as part of a collective rezoning for surrounding properties in anticipation of industrial development. However, the area did not develop into industrial as expected. On September 2, 2025, the adjacent lots located to the north were rezoned and developed into two duplexes on individual lots. Additionally, the properties to the west and south are developed as residential. The applicant is requesting to continue similar zoning and development on the subject property.

## STAFF RECOMMENDATIONS

Staff recommends approval subject to approval of the companion development plan, variance and Master Land Use Plan amendment requests.

# Application Summary

## Application Type

- **Conventional Rezoning**
- **Development Plan**
- **Master Land Use Plan Amendment**
- **Zoning Variance**

## Site Location

- Address:1406 2 11TH ST, FORT SMITH, AR 72901; 1408 S 11TH ST, FORT SMITH, AR 72904;
- Legal Description:LOT 10 BLK 6
- Parcel:10180-0009-00006-00; 10180-0010-00006-00;
- Site Area (acres):0.32
- Current Zoning:Industrial Light (I-1)
- Requested Zoning (if applicable):Transitional

## Applicant

- Name:BLACK, JAMES D
- Address:3020 S O ST,FORT SMITH, AR  72901
- Phone:
- Email:

## Agent

- Name:BRANDON WOODROME
- Address:<NO STREET ADDRESS>,
- Phone:
- Email:

## Details

- Rezone, MLUP, Variance and Development plan for two duplexes on individual lots.




VICINITY MAP
1" = 500'

DEVELOPER: WOODROME HOLDINGS
584 BROOKLYN ROAD
BRANCH, AR 72928
479-650-3430

PROJECT ADDRESS: 1406 & 1408 S. 11TH STREET

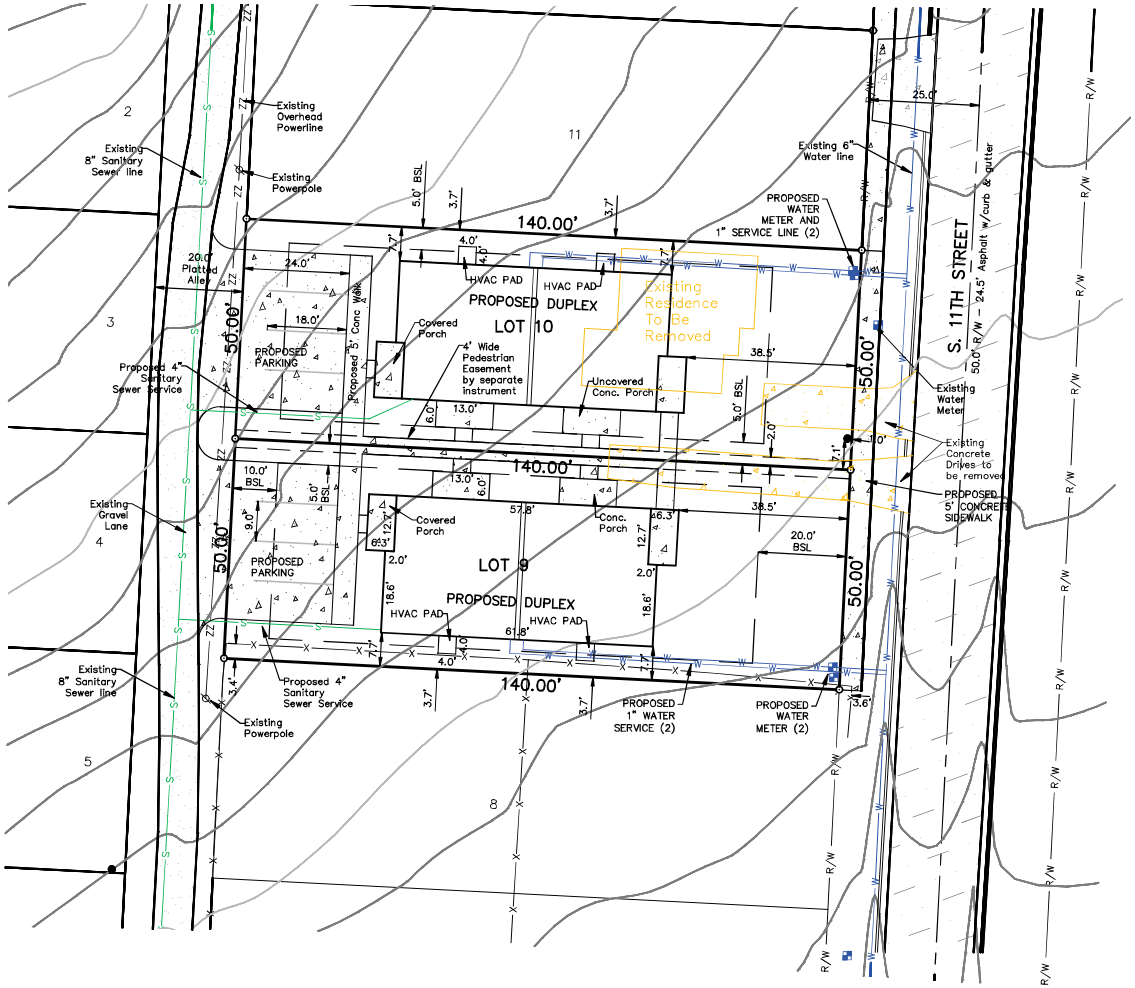
SCALE IN FEET
20 0 20 40 60

BASIS OF BEARING: Grid North as determined by Gps Observation.

CERTIFICATION
I, Ronald Brixey, hereby certify by my signature and seal that to the best of my knowledge, this plan conforms to the standards of the City of Fort Smith, Arkansas Unified Development Ordinance (Ordinance No. 36-09) as adopted on May 19, 2009, including subsequent revisions and additions to date.

LEGEND

- WATER METER
- TELEPED
- POWER POLE
- SEWERLINE
- WATERLINE
- RIGHT OF WAY
- BUILDING SETBACK LINE
- OVERHEAD ELECTRIC
- 4' CHAINLINK FENCE
- EXISTING CONCRETE
- CONCRETE PARKING
- ASPHALT STREET




CURRENT ZONING: I-1 Industrial Light
PROPOSED ZONING: T - Transitional

LOT 10 AREA: 7000 Sq. Ft. or 0.16 Acre
LOT 10 COVERAGE: 2042 Sq. Ft. = 29%

LOT 09 AREA: 7000 Sq. Ft. or 0.16 Acre
LOT 09 COVERAGE: 2042 Sq. Ft. = 29%

FRONT YARD COVERAGE:
LOT 10 FRONT YARD AREA = 2225.50 SQ.FT. / NO STREET SIDE VEHICLE USE AREA = 0%
LOT 09 FRONT YARD AREA = 2225.50 SQ.FT. / NO STREET SIDE VEHICLE USE AREA = 0%

PARKING:
INTERIOR PARKING - EACH LOT WILL HAVE 1 DUPLEX WITH 2 LIVING UNITS
2 SPACES PER UNIT = 4 SPACES REQUIRED PER LOT / 4 SPACES PROVIDED PER LOT

SURVEYOR CERTIFICATION
I, Ronald N. Brixey, a registered land surveyor in and for the State of Arkansas, do hereby certify to the title attorney, title underwriter or abstract company that this is a true and correct plat to the best of my knowledge of a survey of Lot 10 and Lot 09 Block 6 Ayers Addition, also described as 1406 and 1408 S. 11th Street (respectively), Fort Smith, Sebastian County, Arkansas. That said plat correctly shows the location of all buildings, structures, fences and improvements on said described property and that there are no party walls, visible rights of way, easements or visible encroachments except as shown on said plat of survey.

NOTE From the Flood Insurance Rate Map for Sebastian County, Arkansas and Incorporated Areas, FEMA Map No. 05131C0110F, Effective March 02, 2012, this property does not lie in a designated flood hazard area.

LEGEND
Set Iron Pin
Exist. Iron Pin

CERTIFICATE OF AUTHORIZATION
BRIXEY ENGINEERING & LAND SURVEYING, INCORPORATED
NO. 98
ARKANSAS ENGINEER

© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2026
Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.

G:\SURVEY26\26-0262 WOODROME S 11TH\26-0262 C3D.dwg

**BRIXEY ENGINEERING & LAND SURVEYING, INC.**
CONSULTING ENGINEERS -- LAND SURVEYORS
5223 East Highway 45 P.O. Box 6180 Fort Smith, Arkansas 72906 (479) 646-6394

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 988
RONALD N. BRIXEY
SIGNATURE

119

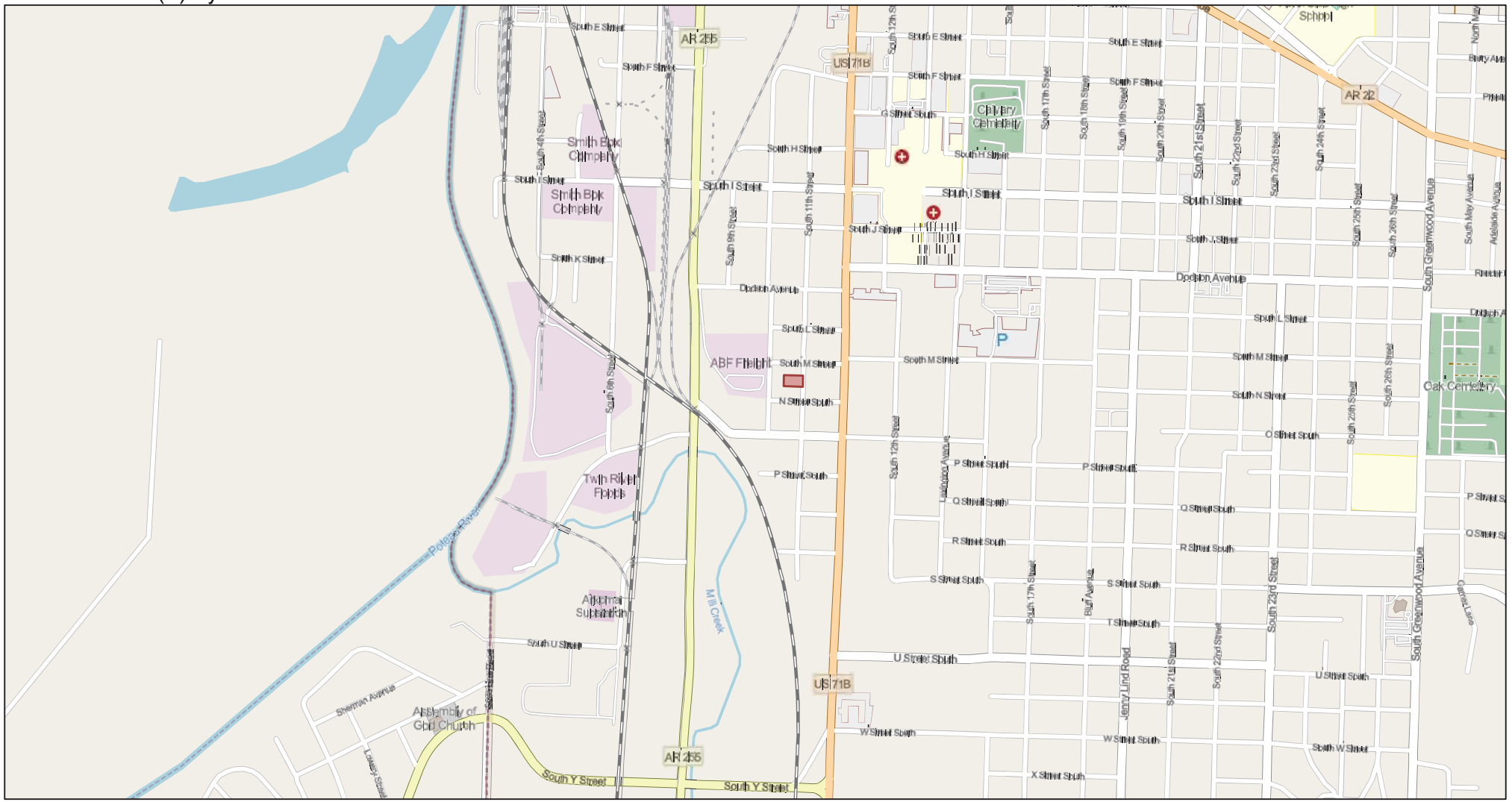
| Revisions: |
|---|
| 09/23/2026 Parking relocated Alley |
| |
| |
| |
| |

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 4456
RONALD N. BRIXEY

# SITE PLAN
LOT 10 & LOT 09 BLOCK 6
AYERS ADDITION
CITY OF FORT SMITH
SEBASTIAN COUNTY, ARKANSAS
Prepared For: Woodrome Holdings

| | |
|---|---|
| Date: | 09/04/2026 |
| Drawn By: | RJA |
| Computed by: | RB |
| Job No. | 26-0262 |

Rezoning #17-10-26 - A request by Brandon Woodrome, agent for James Black, for a zone change from Industrial Light (I-1) to Transitional (T) by extension at 1406 & 1408 South 11th Street




9/23/2026, 3:30:16 PM

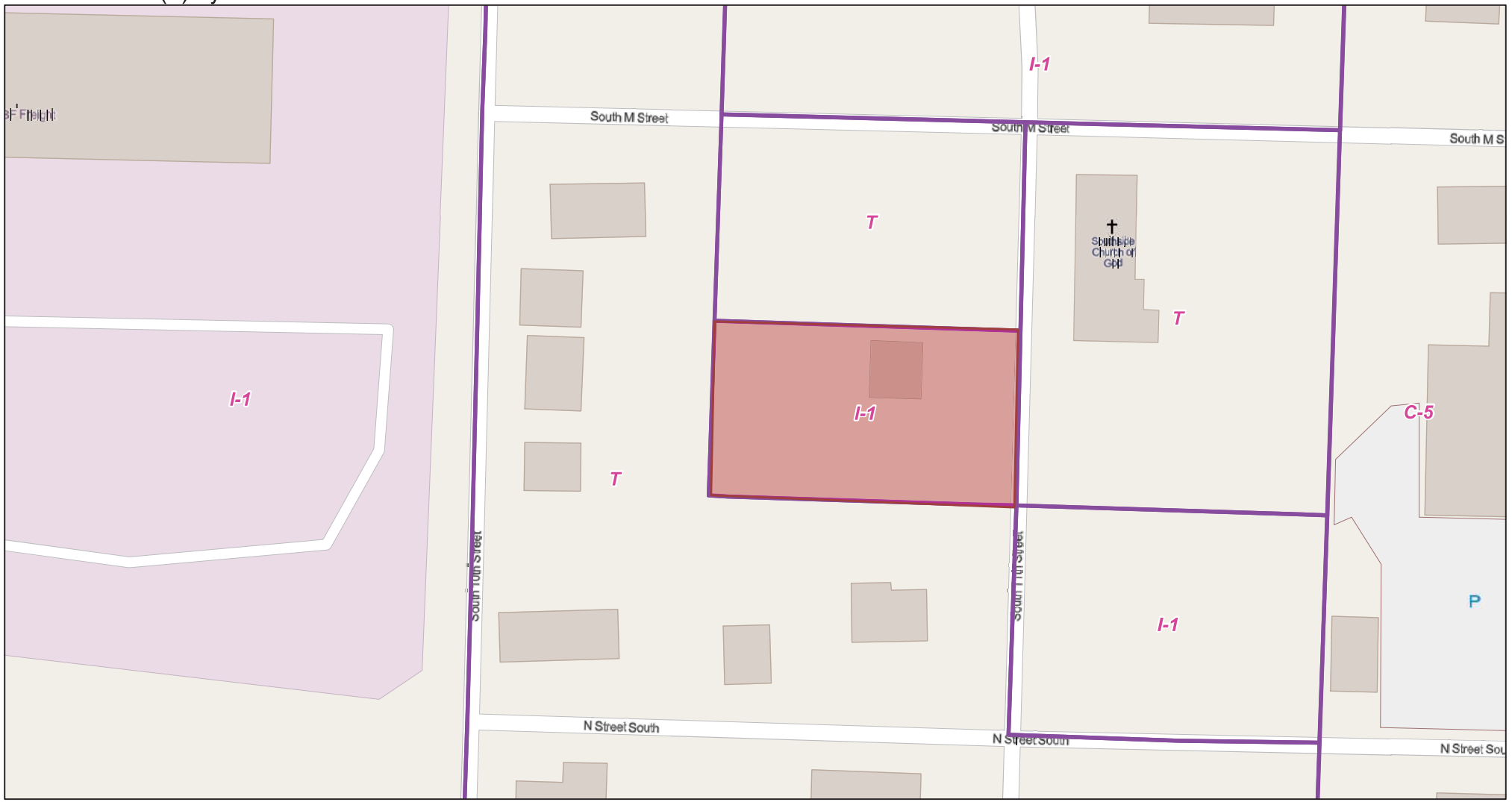
1:12,738

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #17-10-26 - A request by Brandon Woodrome, agent for James Black, for a zone change from Industrial Light (I-1) to Transitional (T) by extension at 1406 & 1408 South 11th Street




9/23/2026, 3:28:01 PM

Zoning

1:796

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #17-10-26 - A request by Brandon Woodrome, agent for James Black, for a zone change from Industrial Light (I-1) to Transitional (T) by extension at 1406 & 1408 South 11th Street




9/23/2026, 3:25:36 PM

Addresses

Subdivisions

Roads

1:796

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

City of Fort Smith Planning & Zoning

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Maggie Rice, Deputy City Administrator

**DATE:** October 23, 2026

**SUBJECT:** Rezoning from Commercial Light (C-2-SPL) and Transitional (T) to a Planned Zoning District (PZD) at 1801 South 74th Street and 7425, 7811 and 7815 Euper Lane as well as the request to remove the reversionary clause relative to ownership for 1801 South 74th Street

## SUMMARY

On October 13, 2026, the Planning Commission held a public hearing to consider the subject rezoning application. The property, containing 26.85 acres, is located on east side of South 74th Street, north of Euper Lane. The proposed rezoning from Commercial Light (C-2-SPL) and Transitional (T) to a Planned Zoning District (PZD) allows for a unified zoning district for the entire Methodist Village campus in order to coordinate development, site design access, and allow the permitted uses listed within the land use chart.

A neighborhood meeting was held on October 5, 2026, at 5:30 P.M. on site. Four (4) neighboring property owners attended the meeting and had questions about the new zoning. In addition, one email was received by staff from a neighboring property owner inquiring about the application and requesting information about the proposed zoning. At the Planning Commission meeting, Mr. Chasen Garrett was present to represent the item. There were none present to speak in favor or opposition of the item.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the zoning map.

Melissa Curry, CEO of Methodist Village, Inc., has requested the reversionary clause be removed from the property at 1801 South 74th Street. The request stems from the significant investment of charitable dollars allowing for the rehabilitation of the structure. Additionally, the reverter was needed to afford protection to surrounding property owners relative to land use which can be accomplished through the companion rezoning request.

Please contact me if you have any questions.

**ORDINANCE NO._____**

**AN ORDINANCE REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP**

**WHEREAS,** the City Planning Commission held a public hearing upon request No. 16-10-26 to rezone certain property hereinafter described, and, having considered said request, recommended on October 13, 2026, that said change be made.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:**

**SECTION 1:** The following property to-wit:

A part of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Eight (8) North, Range Thirty-One (31) West, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter (NW¼); thence North 300.0 feet along the West line of said Section Nineteen (19) for a point of beginning; thence North 428.50 feet along said West line; thence North 89°20' East, 316.0 feet; thence South 324.0 feet; thence South 43°26' West, 145.50 feet; thence South 89°20' West, 215.96 feet to the point of beginning, containing 2.988 acres, more or less, except public roads,

-and-

Lot 1, Methodist Nursing Home of Fort Smith,

more commonly known as 7425, 7811, 7815 Euper Lane and 1801 South 74th Street, is hereby rezoning from Commercial Light (C-2 SPL) and Transitional (T) to a Planned Zoning District approved by this Ordinance. The approved zoning classification is based and condition upon the Planned Zoning District provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zoning District Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk.

**SECTION 2:** It is hereby found and determined that the adoptions of this amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and

property of the inhabitants of the City require that the above amendment be effective, and the amendment is hereby made effective, as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

**APPROVED:**

_____

**Mayor**

**ATTEST:**

_____

**CITY CLERK**

**APPROVED AS TO FORM:**



_____

**PUBLISHED 1 TIME**

**PLANNING COMMISSION &**
**BOARD OF ZONING ADJUSTMENT AGENDA**
**BLUE LION DOWNTOWN, 101 NORTH 2nd ST**
**October 13, 2026, 5:30 P.M.**
**Minutes**

Before calling the meeting to order Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, David Tyler, Kelly Wilson, Rod Coleman, Jackson Mendenhall, Ret Taylor, Griffin Hanna, and Shaun McCaffrey.

Chairman McCaffrey called for a motion on the September 8th, 2026, meeting minutes. Commissioner Jackson Mendenhall moved, seconded by Commissioner Vicki Newton to approve of the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

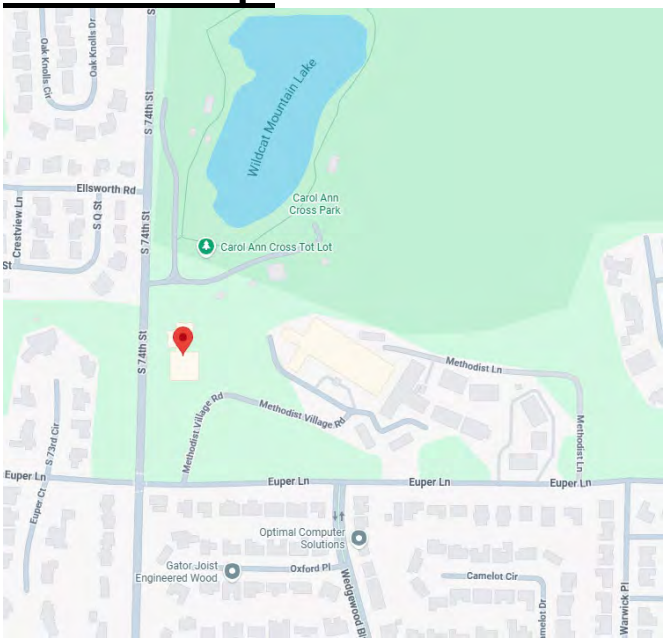
**3. Rezoning #16-10-26 – A request by Chasen Garrett Architects, agent for Methodist Village LLC. and Methodist Nursing Home of Fort Smith Inc., for the following:**

- **From Commercial Light Special (C-2 SPL) to a Planned Zoning District (PZD) at 1801 South 74th Street**
- **From Transitional (T) to a Planned Zoning District (PZD) at 7425, 7811, 7815 Euper Lane**

Chairman McCaffrey introduced item 4. Tyler Miller delivered the staff report stating the rezoning request to a PZD will provide a unified zoning district for the entire Methodist Village's campus and will coordinate future development, site design, access, and allow for all of the permitted land uses listed within the land use chart.

With no comments or questions, Chairman McCaffrey called for a motion on item 4. Commissioner Tyler moved to approve with staff comments, seconded by Commissioner Wilson.

Chairman McCaffrey called for a vote on item 4. The vote was eight (8) in favor and zero (0) opposed.

| | |
|---|---|
| **Fort Smith**<br>**Planning Commission** | **Item Number:** **Rezoning #16-10-26**<br><br>**Hearing Date:** **October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Owner and Applicant Information:**<br>Applicant: Chasen Garrett Architects<br><br>Owner: Methodist Village, LLC & and Methodist Nursing Home of Fort Smith, Inc. |
| **Location Map:**<br> | **Applicant Proposal:**<br>Address: 1801 South 74th Street and 7425, 7811 & 7815 Euper Lane<br><br>Present Use: Nursing home, assisted living facility, retirement housing, and vacant daycare.<br><br>Total Tract Size: 26.85Acres<br><br>Location: Northeast corner of Euper Lane and South 74th Street<br><br>Summary: Rezoning from C-2-SPL and T to a PZD to facilitate uniform zoning for the entire campus |
| **Existing Zoning:**<br>C-2 SPL and T<br>**Master Land Use Plan:**<br>Public/Institutional | **Staff recommendation:**<br>Approval |

Rezoning - PZD

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Rezoning #16-10-26 – A request by Chasen Garrett Architects, agent for Methodist Village LLC. and Methodist Nursing Home of Fort Smith Inc., for the following:

- From Commercial Light Special (C-2 SPL) to a Planned Zoning District (PZD) at 1801 South 74th Street
- From Transitional (T) to a Planned Zoning District (PZD) at 7425, 7811 and 7815 Euper Lane

**PROPOSED ZONING**

Approval will facilitate a rezoning to a unified zoning district for the entire Methodist Village's campus to coordinate development, site design, access, and all the permitted uses listed within the land use chart.

**LOT LOCATION AND SIZE**

7425, 7811 and 7815 Euper Lane (Character Area A), is located on the north side of Euper Lane and east of South 74th Street. This tract contains an area of 24.20 acres with approximately 1,675 feet of street frontage along Euper Lane and 285 feet along South 74th Street.

1801 South 74th Street (Character Area B), is located on the east side of South 74th Street and north of Euper Lane. This tract contains an area of 2.74 acres with approximately 425 feet of street frontage along South 74th Street.

**REQUESTED ZONING**

The applicant has requested a Planned Zoning District (PZD). The purpose of a Planned Zoning District is to assure control of certain development while providing the applicant with a means of gaining commitment without undue financial risk. Specifically, the purposes of a PZD are to encourage:

- Better utilization of sites characterized by special features of geographic location, topography, size, or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

## EXISTING ZONING

The existing zone at 1801 South 74th Street is Commercial Light (C-2-SPL). The Special (SPL) condition was put in place by the Board of Directors on May 3, 1988, with Ordinance #33-88 which restricted different land uses within the subject property. A copy of the ordinance has been provided.

Characteristics of this zone are as follows:

### Purpose:

To provide office, service, and retail activities that are located within buffer areas near the edge of residential areas, but which serve an area larger than adjacent neighborhoods. The C-2 zoning district is intended to accommodate well designed development sites and shall provide excellent transportation access, make the most efficient use of existing infrastructure, and provide for orderly buffers and transitions between Commercial and Residential land uses. C-2 zoning is appropriate in the Commercial Neighborhood, General Commercial, Mixed Use Residential, and Mixed-Use Employment classification of the Master Land Use Plan.

### Permitted Uses:

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-2 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

### Conditional Uses:

Orphanage, dormitory, sorority, fraternity, auto detailing, lawn and garden supplies, bicycle sales and service, beer, wine and liquor store, convenience store, restaurants with outdoor dining, pet cemetery, pet shop, mail services, commercial communication towers, utility substations, event center, community recreation center, golf course, parks, educational facilities, police station, nursing home and churches are examples of uses permitted as conditional uses.

### Area and Bulk Regulations:

Minimum Lot Size – 7,000 square feet
Maximum Height - 35 feet (1+1)
Maximum Building Size – 30,000 square feet
Maximum Lot Coverage - 60%
Minimum Parcel/Lot Size – New District (By Classification) – 42,000 square feet
Minimum Parcel/Lot Size – Existing District (By Extension) – 7,000 square feet (one lot)
Minimum Lot Width – 50 feet
Minimum Street Frontage – 20 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 10 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Collector or higher

The existing zone at 7425, 7811, and 7815 Euper Lane is Transitional (T).
Characteristics of this zone are as follows:

**Purpose:**

To provide small scale areas for limited office, professional service, and medical services designed in scale with surrounding residential uses. The transitional zoning district applies to the Residential Attached, Institutional, Neighborhood Commercial and General Commercial categories of the Master Land Use Plan.

**Permitted Uses:**

Single family detached, duplexes, family group home, retirement housing, bridal shop, banking establishments and offices are examples of permitted uses.

**Conditional Uses:**

Assisted living, bed & breakfast inn, utility substation, country club, park or playground, college, library, primary and secondary school, business professional schools, fire and rescue station, emergency response station, police substation, diagnostic laboratory testing facility, hospital, daycare homes, substance abuse treatment facility, senior citizen center and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 5,000 square feet
Maximum Lot Size – 40,000 square feet
Minimum Lot Width at Building Line – 50 feet
Minimum Street Frontage – 50 feet
Front Yard Setback - 20 feet
Side Yard on Street Side of Corner Lot - 20 feet
Side Yard Setback – 5 feet
Rear Yard Setback - 10 feet
Minimum building separation – 10 feet (residential), non residential to be determined by current City building and fire code

Maximum Height - 35 feet (1+1)
Maximum Lot Coverage - 65%

**SURROUNDING ZONING AND LAND USE**

| Direction | Land use | Zoning |
|---|---|---|
| North | Carol Ann Cross Park and Undeveloped | Residential Single Family Duplex Low/Med Density (RSD-2) |
| East | Single Family Residential Subdivision | Residential Single Family Duplex Low/Med Density (RSD-2) and Residential Multifamily Medium Density (RM-3) |
| South | Single Family Residential | Residential Single Family Duplex Low/Med Density (RSD-2) |
| West | Single Family Houses and Duplexes | Residential Single Family Duplex Low/Med Density (RSD-2) |

## MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies South 74th Street as a Minor Arterial and classifies Euper Lane as a local road.

## MASTER LAND USE PLAN

The Master Land Use Plan classifies the site as Public/Institutional. This classification is intended to provide for needed community services of both a public and quasi-public nature.

## PROJECT BOOKLET

A copy of the project booklet is enclosed for your review. The following criteria shall be considered by the Planning Commission when reviewing the project booklet:

**A.** Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **YES**

**B.** Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **YES**

**C.** Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety? **YES**

**D.** Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features? **YES**

**E.** Does the Plan represent an overall development pattern that is consistent with the Master Street Plan, Master Land Use Plan, and other adopted planning policies? **YES**

**F.** The required right-of-way dedication has been identified by the City Engineering Department? **No new R.O.W dedication is proposed or required at this time.**

**G.** All easements and utilities shall meet the requirements of the approving departments and agencies? **YES**

**H**. Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **No new development is proposed at this time. All future development will be reviewed by the City of Fort Smith Engineering Department for compliance with applicable city regulations.**

**I.** Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high-quality materials, etc.) **The PZD booklet states that it will exceed the UDO by requiring the following: 1) All perimeter landscaping will have (ten) 10 shrubs and (one) 1 tree for every 40 feet of R.O.W. frontage. 2) A thirty (30) foot undisturbed natural buffer will be maintained on the north and eastern property line adjacent residential.**

## SITE DESIGN FEATURES

**Ingress/egress/traffic circulation –** The properties at 7815, 7811 and 7425 Euper Lane will utilize the four (4) existing driveways located on Euper Lane. The property at 1801 South 74th Street will utilize the two existing driveways located on South 74th Street.

**Right-of-way dedication –** No additional R.O.W. dedication has been requested at this time.

**Drainage –** The project booklet states that it will comply with the 2011 Storm Water Drainage Standard.

**Landscaping & Screening –** The project booklet states that new development will exceed the UDO by requiring one (1) tree and ten (10) shrubs for every 40 feet of R.O.W frontage. The booklet also states that a thirty (30) foot natural undisturbed buffer will be maintained adjacent to single family residences.

**Parking –** No modifications to the existing parking is proposed. The PZD booklet states that it will comply with all parking required by the UDO.

S**ignage –** All signage will comply with UDO section 27-704

## FACTORS TO BE CONSIDERED

Approval, approval as amended, or denial of the application and project booklet shall be based on the following factors as outlined in Section 27-341-3(E) of the UDO:

**A.** Compatibility with the Master Street Plan, and applicable area plans (e.g., corridor, neighborhood)

**B.** Compatibility of the proposed development with the character of the neighborhood.

**C.** The zoning and uses of adjacent and nearby properties, and the compatibility of the proposed future uses with those existing uses.

**D.** The extent to which the proposed land use would increase or change traffic volume or parking demand in documented evidence or engineering data, road conditions, road safety, or create parking problems in combination with any improvements that would mitigate these adverse impacts.

**E.** The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts.

**F.** That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700).

## NEIGHBORHOOD MEETING

A neighborhood meeting was held on Monday, October 5, 2026, at 5:30 p.m. onsite at 7425 Euper Lane. Four neighboring property owners attended the meeting. One of the property owners asked about the existing zoning. In addition, one email was received by staff from a neighboring property owner inquiring about the application and requesting information about the proposed new zoning

## STAFF COMMENTS

On May 3, 1988, the Board of Directors approved Ordinance 33-88, rezoning the property at 1801 South 74th Street from Residential 2 Single Family Duplex to Commercial Light (C-2) by classification with special conditions that restricted land use.

The applicant is proposing to establish a cohesive zoning district and framework to support the goals and objective for the existing Methodist Village campus and meet future community needs. Potential future development may include independent senior living residences; adult day services; senior and community living facilities; early childhood education and childcare; administrative and office uses; parks, trails and outdoor recreational areas; and customary accessory and support uses as listed within the land use chart and PZD booklet.

## STAFF RECOMMENDATIONS

Staff recommends approval.

# Application Summary

## Application Type

- **Planned Zoning District**

## Site Location

- Address:1801 S 74TH ST, FORT SMITH, AR 72903; 7811 EUPER LN, FORT SMITH, AR 72903; 7815 EUPER LN, FORT SMITH, AR 72903; 7425 EUPER LN, FORT SMITH, AR 72903;
- Legal Description:PT LOT 2 OF NW 1/4
- Parcel:18883-0000-02895-01; 18999-0001-00000-00;
- Site Area (acres):26.85
- Current Zoning:Transitional
- Requested Zoning (if applicable):Planned Zoning District (PZD)

## Applicant

- Name:METHODIST NURSING HOME OF FORT SMITH, INC METHODIST VILLAGE, LLC
- Address:1915 S 74TH ST,FT SMITH, AR 72903 1801 S 74TH ST,FORT SMITH, AR 72903
- Phone:
- Email:

## Agent

- Name:CHASEN B. GARRETT ARCHITECTS, PLLC
- Address:
- Phone:(479) 652-0175
- Email:

**Details:** Methodist Village currently owns the properties located at 7425 Euper Lane, 7811 Euper Lane, 7815 Euper Lane and has recently acquired the adjacent property at 1801 South 74th Street. Because the parcels are presently subject to different zoning classifications, the Owner proposes to establish a new Planned Zoning Development (PZD) district. The proposed PZD will provide a unified planning framework to coordinate development, site design, access, and permitted uses across all properties.

# CITY OF FORT SMITH, ARKANSAS
# Planned Zoning Development

| | |
|---|---|
| ***FOR STAFF USE ONLY*** | ***FEE: $350*** |
| *Date Application Submitted:* | *Zone:* |
| *Date Accepted as Complete:* | |
| *Project Number:* | |
| *Public Hearing Date:* | |

**Application:**

**Indicate one contact person for this request:** ○ **Applicant** ○ **Agent**

***Applicant (person making request):***

Name: Melissa Curry, CEO Methodist Village Senior Living/Methodist Village, Inc.

E-mail:

Address: 7425 Euper Lane
Fort Smith, AR 72903

Phone: 479-755-6401 or 479-414-2093

Fax:

***Agent (engineer, surveyor, realtor, etc.):***

Name: Chasen Garrett

E-mail:

Address: 7309 Chad Colley Blvd Suite C - Barling, AR 72923

Phone: 479-652-0175

Fax:

Site Address / Location: 1801 South 74th, 7425 Euper Lane, 7811 Euper Lane, 7815 Euper Lane Fort Smith, AR 72903

Current Zoning District: C-2 Special and Traditional (T)

Requested Zoning District: PZD - Planned Zoning District

Assessor's Parcel Number(s) for property: 18883-0000-02895-01 and 18999-0001-00000-00

Total Acreage: approximately 26.85 acres

Legal Description of property: Provide legal description in a word document.

Legal Description of property:

☐ Restrictive Covenants Apply (attach to application)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

Describe Proposed Zoning Request, including the development of any construction on the property:

Methodist Village requests approval of a Planned Zoning District (PZD) encompassing approximately 27 acres at 1801 and 1915 South 74th Street, generally located along South 74th Street and Euper Lane. The purpose of the request is to establish a cohesive, flexible framework for the existing Methodist Village campus, the development and operation of The Village Early Learning Center, and compatible future intergenerational, senior residential, educational, health and wellness, community, recreational, administrative, and support uses.The PZD is intended to facilitate coordinated development of the properties while allowing the campus to evolve in response to future community needs. Potential future development may include independent senior living residences, apartments, cottages or townhomes; adult day services; senior and community living facilities; early childhood education and childcare; intergenerational programming; educational and training facilities; health and wellness services; community gathering spaces; administrative and office uses; parks, trails and outdoor recreational areas; and customary accessory and support uses.Development may occur in phases and will incorporate appropriate development standards addressing access, parking, landscaping, buffering, drainage, utilities, signage, architectural character and compatibility with surrounding properties.

***PROPERTY OWNER(S) / AUTHORIZED AGENT***: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

| Name and Signature | Date |
|---|---|
| | 9/11/2026 |
| | |

## LIST OF OWNERS OF ALL PROPERTY TO BE REZONED

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

| NAME | ADDRESS |
|---|---|
| Methodist Village, LLC | 1801 South 74th Street, Fort Smith, AR 72903 |
| Methodist Village Nursing Home of Fort Smith, Inc | 7425 Euper Lane, Fort Smith, AR 72903 |
| | |
| | |
| | |
| | |

**AUTHORIZATION OF AGENT**

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a PZD by application do hereby authorize Chasen Garrett to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

| | NAMES OF ALL OWNERS. | SIGNATURE OF ALL OWNERS. |
|---|---|---|
| 1. | Methodist Village, LLC | |
| 2. | Methodist Nursing Home of Fort Smith, INC | Melissa Curry |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |

*This form is necessary only when the person representing this request does not own all the property.*

## LETTER REGARDING RESTRICTIVE COVENANTS

Restricted covenants are regulations that are maintained and enforced by the property owners of the subject subdivision. These covenants may be found in your abstract or at the County Circuit Clerks Office. Restrictive covenants are often enforced in subdivisions with homeowner's associations and can always be more restrictive but never less restrictive than the City of Fort Smith's Zoning Regulations. *(See attached additional information on restrictive covenants)*

TO: Planning Department

SUBJECT: Legal Description of Property: Provide legal description in a word document.

I have searched all applicable records, and to my best knowledge and belief, there are no restrictive covenants running with the above described land, except as follows:

☑ None; or

☑ Attach copy of Covenants in the application packet

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

8.

ORDINANCE NO. 33-88

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND ORDINANCE NO. 3391 FOR THE PURPOSE OF REZONING CERTAIN PROPERTY IN THE CITY OF FORT SMITH AND AMENDING THE ZONING MAP OF THE CITY OF FORT SMITH."

WHEREAS, the City Planning Commission has heretofore held public hearings upon request No. 88-1-3 to rezone certain properties hereinafter described, and having considered said requests recommended on April 12, 1988 that said change be made;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:

That the following property to wit:

A part of the Northwest Quarter ($NW\frac{1}{4}$) of Section Nineteen (19), Township Eight (8) North, Range Thirty-one (31) West, more particularly described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence North 300.0 feet along the West line of said Section 19 for a point of beginning; thence, North 428.50 feet along said West line; thence North 89° 20' East, 316.0 feet; thence South 324.0 feet; thence South 43°26' West, 145.50 feet; thence South 89°20' West, 215.96 feet to the point of beginning, containing 2.988 acres, more or less, except public roads,

more commonly known as 1801 South 74th Street should be and is hereby, rezoned from Residential-2-Single-Family Duplex to Commercial-2 by classification with a special condition expressly disallowing the following uses on the subject property.

Tri-plexes and Four-plexes
Multi-Family Apartments (3 Stories or Less (Maximum 30 Units/Acre)
Townhouses
Condominums
Rooming or Boarding Houses
College Dormitories
College Fraternity or Soroity Houses
Business Schools, Professional
Orphanages
Rescue Mission
Lodge or Fraternal Organizations
Outpatient Clinics (Medical, Dental or Optical)
Medical Laboratories
Medical Reaearch Laboratories
Medical Offices (Maximum 5 Doctors)
Veterinary Clinics (No Outdoor Pens)
Abstract Offices
Accounting Offices
Advertising Offices
Architects, Engineers Offices
Attorneys' offices
Banks
Collection Agencies
Real Estate Offices
Savings and Loan
Stocks and Bonds Brokers' Offices
Tax Consultants' Offices
Travel Bureaus
Trust Companies
Art Galleries
Studios of the Arts (Private)
Studios of the Arts (Instructional)
Airports or Heliports
Post Offices
Radio, Television or Microwave Broadcasting Towers
Sewage Pumping Stations
Telephone Exchange or Switching Relay or Transmitting Equipment
Carnivals or Circuses
Commercial Amusement Centers (Indoor)
Health Clubs, Swimming Pools, Gyms, Courts (Commercial)
Pool Halls
Bars, Taverns, or Lounges
Antique Shops
Art Supply Stores
Auto Parts and Accessory Sales

Convenience Food Markets (With Gasoline Sales)
Florist Shops (Retail)
Gift Shops
Hobby Stores (Retail)
Ice Cream Parlours
Jewelry Stores
Liquor Stores
Medical Appliance Stores & Fitting Rooms (Sales & Rentals)
Newspaper and Magazine Stores (Retail)
Optical Shops
Pawn Shops
Pharmacies
Restaurants or Cafeterias
Retail Apparel, Gift & Accessories Shops
Shoe Stores
Sporting Goods Stores
Taverns
Tobacco Stores
Variety Stores
Appliance Repair Shops (Household)
Blueprinting Shops
Car Washes (Maximum 4 Bay)
Cleaning Shops or Laundries (Pick-up Stations)
Gaosline Service Stations
Key Shops
Pet Grooming & Boarding Facilities (Indoor)
Shoe Repair Shops
Tailor Shops
Carpet Cleaning Services
Sewer Line Service
Pest Control Service
Delicatessens
Drug Stores
Food and Beverage Stores (Retail)
Handicrat, Ceramic, Sculpture or Similar Artwork Studios
Infant Shops
Leathergood Shops (Retail)
Meat and Seafood Markets (Retail)
Music and Record Stores
Music Instrument Stores (Retail)
Office Supply Stores
Paint and Wallpaper Stores
Pet Shops
Produce Stores (Retail)
Restaurants or Eating Places (With Drive Thru Service)
Sewing Machine Stores (Sales & Service)
Stationery Shops
Temporary Outdoor Sales
Toy Stores
Video Rentals
Barber or Beauty Shops
Catering Service Facilities
Cleaning Plants (Commercial)
Custom Sewing and Millinery Shops
Drapery Shops (Retail)
Laundry and Cleaning Facilities
Mortuaries or Funeral Homes
Photography Studios
Reprographic Services
Studios & Associated Microwave Transmission Towers (Broadcasting or Recording)
Delivery Service
Auto Glass, Muffler & Seat Cover Shops

PASSED AND APPROVED this 3 day of May, 1988.

APPROVED:

Mayor

ATTEST:

Cindy Remles
City Clerk

# Methodist Village

Planned Zoning District (PZD) Booklet

**1801 South 74th Street, Fort Smith, AR 72903**

**7425 Euper Lane, Fort Smith, AR 72903**

**7811 Euper Lane, Fort Smith, AR 72903**

**7815 Euper Lane, Fort Smith, AR 72903**

**Current Zoning:**

- 1801 South 74th Street – (C-2 SPL- Commercial Light)
- 7425 Euper Lane – (T – Transitional)
- 7811 Euper Lane – (T – Transitional)
- 7815 Euper Lane – (T – Transitional)

**Requested Zoning:** Planned Zoning District (PZD)

**Current Master Land Use Designation:**

- 1801 South 74th Street – Public/Institutional
- 7425 Euper Lane – Public/Institutional
- 7811 Euper Lane – Public/Institutional
- 7815 Euper Lane – Public/Institutional

**Owners:** Methodist Nursing Home of Fort Smith, Inc. & Methodist Village, LLC.
**Authorized Agent:** Chasen Garrett Architects

**Date:** October 13, 2026

PLANNED ZONING DISTRICT

CERTIFICATION STATEMENT

Application updated July 2021

The Methodist Village, LLC and Methodist Nursing Home of Fort Smith, IN, applicant for the property located at 1801 S. 74th Street, 7425 Euper Lane, 7811 Euper Lane, 7815 Euper Lane Fo, does hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance

We hereby agree to the terms and conditions with the Project Booklet, and request the City of Fort Smith to approve the zoning.

Signature:

Name: Melissa Curry, CEO Date: 9/11/2026

In no instance shall the design requirements and development standards be less than those found in articles 27-200, 27-500, 27-600, and 27-700.

**3a. Reason (need) for requesting the zoning change and response to how the proposal fulfills the intent/purpose of the Planned Zoning District.**

Methodist Village Nursing Home of Fort Smith, Inc. currently owns the property located at **7425 Euper Lane, 7811 Euper Lane, 7815 Euper Lane (Area A).** Methodist Village, LLC. has acquired the property located at **1801 South 74th Street (Area B).** Because the parcels are presently subject to different zoning classifications, the Owner proposes to establish a new Planned Zoning Development (PZD) district. The proposed PZD will provide a unified planning framework to coordinate development, site design, access, and permitted uses across all properties.

**3b. Current ownership information (landowner/applicant and representative if applicable) and any proposed or pending property sales.**

Current Owner: METHODIST NURSING HOME OF FORT SMITH, INC.
7425 Euper Lane
Fort Smith, AR 72903

And

METHODIST VILLAGE, LLC.
1801 South 74th Street
Fort Smith, AR 72903

**3c. Summary description of the scope, nature, and intent of the proposal.**

The proposed PZD will facilitate the continued, coordinated development of the Owner's properties in support of Methodist Village's long-term mission and operational goals. Methodist Village Nursing Home and the ancillary buildings are intended to remain in operation at their locations in Area A. The buildings in Area B were originally developed as a daycare facility, are also intended to remain in use as a daycare facility. Any future development or improvements within the PZD will be planned to support or complement Methodist Village's objectives for the overall campus.

**3d. General project scope:**

**i. Street and lot layout**

The properties in Area A are located along Euper Lane between South 74th Street and St. Francis Crest with approximately 2,122' of street frontage and is 24.11 acres. The property in Area B is located along South 74th Street between Euper Lane and Ellsworth Road with approximately 384' of street frontage and is 2.74 acres.

**ii. Site plan showing proposed improvements**

Existing properties to remain. No proposed development is planned at this time.

**iii. Buffer areas, screening, and landscaping**

All new development will comply with the landscaping and screening requirements in Section 27-602-3 of the UDO.

**iv. Storm water detention areas and drainage**

All drainage will comply with the 2011 Storm water Drainage Standards.

**v. Undisturbed natural areas**

Any property line adjoining residential zoning will maintain a 30' natural undisturbed buffer.

**vi. Existing and proposed utility connections and extensions**

All existing utility connections are to remain as is. The properties in Area A have water connections at the 12" main along Euper Lane and sewer connections to a 15" main along South 74th Street. The property in Area B has water connections at the 8" main along South 74th Street and sewer connections to the 15" main along South 74th Street. All future development must receive utility engineering review and approval and shall comply with the City of Fort Smith's Water & Sewer Construction Standards & Specifications.

**vii. Development and architectural design standards**

Architectural design standards will comply with all applicable UDO sections for Commercial and Multi-Family. All commercial developments within this PZD will adhere to section 27-602-4C of the UDO. All multifamily development will comply with Section 27-602-4D. All site lighting shall be in compliance with Section 27-602-5 of the UDO.

**viii. Building elevations**

No new building elevations are proposed at this time. All future development and building elevations will comply with section 27-600 of the UDO.

**ix. Proposed signage (type and size)**

All signage will comply with UDO section 27-704.

**3e. Proposed development phasing and timeframe**

The property in Area B is currently being remodeled and is expected to finish in early 2027. No future development is currently planned.

**3f. Identify land use designations**

The current land use designation is Public/Institutional.

**3g. Identify area and bulk regulations**

| | | | | | |
|---|---|---|---|---|---|
| | **T-Transitional** | **C-2 SPL** | **Proposed PZD** | | |
| | | | **Character Area A** | | **Character Area B** |
| **Area Req.:** | 5,000 sq ft (min lot size)<br>40,000 sq ft (max bldg. size)<br>65% Max Lot Coverage | 7,000 sq ft (min lot size)<br>30,000 sq ft (max bldg. size)<br>60% Max Lot Coverage | 5,000 sq ft (min lot size)<br>80,000 sq ft (max bldg. size)<br>65% Max Lot Coverage | | 7,000 sq ft (min lot size)<br>30,000 sq ft (max bldg. size)<br>60% Max Lot Coverage |
| **Setbacks:** | | | | | |
| **Front** | 20’ | 25’ | 20’ | | 25’ |
| **Rear** | 10’ | 10' | 10’ | | 10' |
| **Side** | 5’ | 10' | 5’ | | 10' |
| **Corner** | 20’ | 10' | 20’ | | 10' |
| **Min. Street Frontage** | 50’ | 20’ | 20’ | | 20’ |
| **Max. Height:** | 35’ | 35’ | New Construction 35’ | Existing Structures 40’ | 35’ |
| **Side/Rear Setback adjoining residential** | N/A | 30’ | New Construction 30’ | Existing Structures 40’ | 30’ |

**3h. A chart comparing the proposed planned zoning district to the current zoning district requirements (land uses, setbacks, density, height, intensity, bulk and area regulations, etc.)**

Please see 3g for a bulk and area comparison and please see the included Land Use Chart.

**3i. A chart comparing the proposed land uses and the zoning district(s) where such land uses are permitted.**

Please see the included Land Use Chart.

**3j. A chart articulating how the project exceeds the UDO requirements (ex. Increased landscaping, increased high quality materials on the façade, etc.).**

The PZD will exceed the UDO perimeter landscaping by requiring 1 tree and 10 shrubs for every 40 feet of R.O.W. frontage. Additionally, the north and eastern property lines adjoining residential zoning will maintain a 30’ natural undisturbed buffer.

**3k. Statement of how the development will relate to the existing and surrounding properties in terms of land use, traffic, appearance, and signage.**

The existing uses on the subject properties—including the daycare facility and nursing home—are intended to remain. Because these established uses will continue, no substantial increase in traffic is anticipated. Any future development within the PZD will be planned in support of Methodist Village's mission and campus operations. Potential future uses may include housing for older adults, administrative offices, and other complementary institutional, commercial or residential uses. While future development may generate some additional activity, traffic volumes are not expected to increase significantly beyond those associated with the existing facilities.
All new development will be designed in compliance with the applicable appearance and development standards of UDO Section 27-600. Existing signage is intended to remain, and any new or modified signage will comply with the requirements of UDO Section 27-704.

**3l. Traffic Study**

A traffic study will be conducted if required by the Engineering Department.

**3m. Statement of availability of water and sewer (state size of lines)**

All existing utility connections are to remain as is. The properties in Area A have water connections at the 12" main along Euper Lane and sewer connections to a 15" main along South 74$^{th}$ Street. The property in Area B has water connections at the 8" main along South 74$^{th}$ Street and sewer connections to the 15" main along South 74$^{th}$ Street. All future development must receive utility engineering review and approval and shall comply with the City of Fort Smith's Water & Sewer Construction Standards & Specifications.

| Fort Smith Use Matrix | | | | | | Districts | J | K | L | M | N | O | | | | | Q | R | S | T | U | T | W | X | Y | AB | Z | AC | AD | AE | AF | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | | | | | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| *Size or density restrictions for any use may be noted in the district* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Residence or Accommodation** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | **Private Household** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Single Family building | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Structure | | | Accessory residential dwelling unit | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | P | P |
| | | | Detached | | | | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | | | | | | | | | P | P |
| | | | Duplex | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | | | | | | | P | P |
| | | | Guest house | | | | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | | | | | | | | | | P | P |
| | | | Manufactured home | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | |
| | | | Mobile home park | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | |
| | | | Mobile home subdivision | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | |
| | | | Row house | | | | | | | | | | P | | | | | | | P | | | | | | | | | | | | | |
| | | | Zero lot line dwelling unit | | | | | | | | | | P | | | | | | | P | | | | | | | | | | | | | |
| | | Multifamily development | | | | | | | | | | | | | | | P | P | P | P | C | | | P | P | P | P | P | | | | | |
| | | | Community residential facility | | | | | | | | | | | | | | | P | P | P | | | | P | P | P | P | P | | | | | |
| | | | Group home, family | | | | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | | | | | | | | | | |
| | | | Group home, neighborhood | | | | | | | | | | | | | | P | P | P | P | | | | P | P | P | P | P | | | | | |
| | | | Displaced Youth Housing | | | | | | | | | | | | | | C | C | C | | | | | C | C | C | C | C | C | | | | |
| | | | Homeless shelter | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | | |
| | | | Orphanage | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | | | |
| | | | Transitional dwelling | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | |
| | **Housing for the Elderly** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Assisted living | | | | | | | | | | | | | | | C | C | C | C | C | C | | P | P | P | P | P | | | | P | P |
| | | Retirement housing | | | | | | | | | | | | | | | P | P | P | P | P | P | | P | P | P | P | P | | | | P | P |
| | **Hotels, Motels, or other Accommodations** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bed and breakfast inn | | | | | | | | | | | | | | | C | C | C | C | C | C | C | P | P | P | P | P | | | | | |
| | | Dormitory, sorority, fraternity | | | | | | | | | | | | | | | C | C | C | C | | | | C | C | C | C | C | | | | | |
| | | Hotel/motel | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | | |
| | | Rooming or boarding house | | | | | | | | | | | | | | | C | C | C | C | | | | P | P | P | P | C | | | | | |
| | **General Sales or Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | **Automobile Sales or Service** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Auto & vehicle impoundment or holding yard (no salvage) | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| | | Auto and vehicle dealer | | | | | | | | | | | | | | | | | | | | | | | | | P | C | P | P | P | | |
| | | Auto and vehicle dealer (indoors) | | | | | | | | | | | | | | | | | | | | | | | | P | P | C | P | P | P | | |
| | | Auto and vehicle towing (wrecker) | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | | Auto auction | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Auto body shop and paint (new parts) | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| | | Auto detailing service | | | | | | | | | | | | | | | | | | | | | | C | P | P | P | C | P | P | P | | |
| | | Auto glass, muffler, and seatcover shop | | | | | | | | | | | | | | | | | | | | | | C | C | C | P | | P | P | P | | |
| | | Auto parts and accessories sales | | | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | P | P | | |
| | | Auto quick lube | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | |
| | | Auto repair | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | | Auto repair or assembly (salvage parts) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Boat or marine craft dealer | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | | Car wash - full service | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | | | | |
| | | Car wash self-service | | | | | | | | | | | | | | | | | | | | | | C | P | P | P | C | P | | | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Gasoline service station | | | | | | | | | | | | | | | | | | | | P | P | | P | P | P | | |
| Motorcycle or ATV sales & service | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Tire Sales (Indoors) | | | | | | | | | | | | | | | | | | | | P | P | | P | P | P | | |
| Tire sales | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Truck stop/travel plaza | | | | | | | | | | | | | | | | | | | | | C | | C | C | | | |
| **Heavy Consumer Goods Sales or Service** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agricultural equipment and supplies (sales & service) | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | |
| Appliance repair - (Large) | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Appliance repair (Small) | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | |
| Bus, truck sales and service | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Cellular phone and accessory sales | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Clothing and personal items (repair) | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | | |
| Commercial,industrial machinery & equipment (sales & service) | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Department store, warehouse club or superstore | | | | | | | | | | | | | | | | | | | | P | P | | | | | | |
| Computer and software shop | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Electronics and appliances (new) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Electronics and appliances (used) | | | | | | | | | | | | | | | | | | | | | P | | P | | | | |
| Floor, paint, wall coverings, window treatments | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Furniture or home furnishings (new) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Furniture or home furnishings (used) | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | |
| Furniture repair and upholstery shop | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Greenhouse (sales) | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Hardware store | | | | | | | | | | | | | | | | | | | P | P | P | | P | | | | |
| Hardware store (neighborhood) | | | | | | | | | | | | | | | | | | P | | | | P | P | | | | |
| Home improvement center | | | | | | | | | | | | | | | | | | | | P | P | | P | | | | |
| Lawn and garden supplies | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Locksmith | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Lumber yard and building materials | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Mall | | | | | | | | | | | | | | | | | | | | P | P | | | | | | |
| Manufactured home and mobile home sales and service | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Oil and gas equipment (sales and service) | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Sand, gravel, stone, or earth sales and storage | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| Shopping center | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | |
| Swimming pool sales and supply store (w/o storage yard) | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Truck or tractor sales and service facility | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| **Durable Consumer Goods Sales or Service** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bait and tackle shop | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Bicycle sales and service | | | | | | | | | | | | | | | | | C | C | P | P | P | C | P | | | | |
| Bicycle sales and service (no outside storage) | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Bookstore | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Bridal shop | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Cameras, photographic supplies and services | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Clothing, jewelry, luggage, shoes, accessories | | | | | | | | | | | | | | | C | | P | P | P | P | P | P | P | | | | |
| Gift shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Sewing machine store (sales & service) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Sporting goods, toys, & musical instruments | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Thrift store | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| **Consumer Goods, Other** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Antique shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Art dealers, art studio, galleries, supplies | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | | |
| Arts and craft shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Flea market (indoor) | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | |
| Flea market (outdoor) | | | | | | | | | | | | | | | | | | | | | | | C | | | | |
| Florist shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Hobby shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Office supply store | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Pawnshop | | | | | | | | | | | | | | | | | | | | | P | | P | | | | |
| Pawnshop (no outside storage) | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Tobacco Retailer (not within500' of a school or daycare) | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| **Grocery, Food, Beverage, Dairy** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bakery or confectionery shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Beer, wine and liquor store (with drive-through) | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Beer, wine and liquor store (without drive-through) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Convenience store (with gasoline sales) | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Farmer's market | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Fruit and vegetable store | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | | |
| Grocery store or supermarket | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Neighborhood store | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | | | | |
| **Health and Personal Care** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cosmetics, beauty supplies, and perfume stores | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Medical appliance services | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Optical shop | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Pharmacy or drug store | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | |
| **Finance and Insurance** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto insurance claims office | | | | | | | | | | | | | | | | | | P | P | P | P | | P | | | | |
| Automatic teller machine | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | | | |
| Bank, credit union, or savings institution | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | | | |
| Credit and finance establishment | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | | | |
| Fund, trust, or other financial establishment | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Insurance office | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Investment banking, securities, and brokerages | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| **Rental and Leasing** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto (rental and leasing) | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Commercial, industrial machinery & equipment | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Consumer rental center | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Oil and gas field equipment | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Video, music, software | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| **Business, Professional, Scientific, and Technical Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Professional Services | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Abstract services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Accounting, tax, bookkeeping,payroll | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Advertising and media services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Architectural, engineering | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Carpet and upholstery cleaning | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Consulting services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Extermination and pest control | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Graphic, industrial, interior design | | | | | | | | | | | | | | | P | P | C | P | P | P | P | P | P | | | | |
| Investigation and security services | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | |
| Janitorial services | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | |
| Legal services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Medical laboratory | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Medical laboratory (no animal research/testing) | | | | | | | | | | | | | | | | | | | C | C | C | C | P | P | | | |
| Offices, corporate | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Offices, general | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | P | P | | |
| Property management services (office only) | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Real estate agency | | | | | | | | | | | | | | | P | P | | P | P | P | P | P | P | | | | |
| Travel arrangement and reservation services | | | | | | | | | | | | | | | P | P | | P | P | P | P | P | P | | | | |
| Administrative Services | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Business support services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Collection agency | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Employment agency | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Employment agency (day labor) | | | | | | | | | | | | | | | | | | | | | P | | P | | | | |
| Facilities support services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Office and administrative services | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | | |
| Telemarketer/call center | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| **Food Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bar or tavern | | | | | | | | | | | | | | | | | | C | C | C | P | P | P | | | | |
| Beer garden | | | | | | | | | | | | | | | | | | | C | C | C | P | C | | | | |
| Catering service | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Food distribution center | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| Microbrewery/microwinery/microdistillery | | | | | | | | | | | | | | | | | | C | C | P | P | P | P | P | P | | |
| Mobile food vending in accordance with UDO Sec. 27-327-6 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mobile food services | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | |
| Restaurant | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | | |
| Restaurant (with drive-in services) | | | | | | | | | | | | | | | | | | | P | P | P | | P | | | | |
| Restaurant (with drive-through services) | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Restaurant (with outdoor dining) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Restaurant (with outdoor dining within 300 feet of property zoned or developed for residential purposes) | | | | | | | | | | | | | | | | | | C | C | C | C | P | C | | | | |
| Specialty Manufacturing | | | | | | | | | | | | | | | | | | C | C | P | P | C | P | | | | |
| Vending | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | |
| **Personal Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bail bonds office | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | |
| Barber shop/salon/spa/massage services | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | | |
| Laundry (commercial/industrial) | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Laundry and cleaning facilities (self-service) | | | | | | | | | | | | | | | | | P | P | P | P | P | | P | | | | |
| Laundry, cleaner | | | | | | | | | | | | | | | | | | P | P | P | P | | P | | | | |
| Laundry, cleaner (drop-off station) | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Photocopy shop | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | |
| Photography studio | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Print shop | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | |
| Shoe repair shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Tailor shop | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| Tanning salons | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | | |
| Tattoo/body piercing parlor | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Weight loss centers | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| **Pet and animal services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Animal and pet services (indoor) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | |
| Animal and pet services (outdoor) | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Animal shelter | | | | | | | | | | | | | | | | | | | | P | P | | P | P | P | | |
| Equestrian facilities | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Kennels | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Pet cemetery | | | | | | | | | | | | | | | | | | C | C | C | C | | C | C | C | | |
| Pet shop | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Pet supply store | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | |
| Veterinary clinic (no outdoor kennels) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | |
| Veterinary clinic (with outdoor kennels) | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| **Automobile Parking Facilities** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Parking garage | | | | | | | | | | | | | | | | | | | C | C | P | C | P | P | P | | |
| Parking lot (commercial) | | | | | | | | | | | | | | | | | | | | | P | C | P | P | P | | |
| Parking lot (off site) (See Section 27-601-11) | | | | | | | | | | | | | | | C | C | C | P | P | P | P | C | P | P | P | | |
| **Manufacturing and Wholesale Trade** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Food, Textiles and Related Products** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Animal food processing | | | | | | | | | | | | | | | | | | | | | | | C | C | P | | |
| Clothing manufacturing | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Food and beverage processing | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Leather and allied products | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Textiles | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Tobacco manufacturing | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| **Wood, Paper and Printing Products** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cabinet and woodwork shop | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Furniture or home furnishings | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Manufacturing, boxes/containers/corrugated | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Manufacturing, packaging material | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Paper and printing materials | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Wood products manufacturing plant | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| **Chemicals, Metals, Machinery, and Electronics Mfg.** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acid manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Asphalt or concrete batching plant (permanent) | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Chemicals, plastics and rubber industry | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| Electrical equipment, applicance and components mfg. | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Explosives manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| Foundary or metal-works facility | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Laboratory (manufacturing) | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Machine, welding, or sheet metal shop | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Nonmetallic manufacturing | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| Petroleum and coal products | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| Pharmaceutical manufacturing | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Refinery | | | | | | | | | | | | | | | | | | | | | | | | | C | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Tire retreading | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| **Miscellaneous Manufacturing** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto manufacturing | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Barge and ship manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Boat manufacturing | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Dolls, toys, games, musical instruments | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Jewelry and silverware | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Manufacturing, batteries | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Manufacturing, fibergass | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Manufacturing, foam products | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Manufacturing, heavy | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Manufacturing, light | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Manufacturing, medium | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Manufacturing, motors, drives, and generators | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Office supplies | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| **Wholesale Trade Establishment** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Durable goods | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | |
| Electrical, plumbing, heat & air conditioning | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Nondurable goods | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | |
| **Warehouse and Storage Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto salvage yard | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Building materials salvage yard | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Bulk petroleum storage | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Container storage | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Mini storage warehouse (climatized) See section 27-707 | | | | | | | | | | | | | | | | | | | | | | | DP | DP | DP | | |
| Mini storage warehouse (non-climatized) See section 27-707 | | | | | | | | | | | | | | | | | | | | | P | | DP | DP | DP | | |
| Packaging and distribution center | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Petroleum distribution facility | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | |
| Portable storage Unit | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Vehicle storage yard | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Warehouse | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| **Transportation, Communication, Information and Utilities** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transportation Services | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Airport | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Bus station and terminal | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | |
| Courier and messenger services | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | P | P | | |
| Ferry boat facility | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Heliport | | | | | | | | | | | | | | | | | | | A | A | A | A | P | P | P | | |
| Limousine service | | | | | | | | | | | | | | | | | | | | | P | C | P | P | P | | |
| Mail services | | | | | | | | | | | | | | | | | C | C | P | P | P | P | P | P | P | | |
| Marina | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Motor freight terminal | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Moving and storage | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Moving company | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Pipeline transportation | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Port facility | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Rail transportation | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Taxicab service | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Communications and Information | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Commercial communication towers | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | | C | C | P | P | P | C | P | P | P | | |
| Data processing facility | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Data center | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | |
| Motion pictures and sound recording studios | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | |
| Printing commercial/industrial | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| Telecommunications and broadcasting studios | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | |
| Utilities and Utility Services | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amateur radio transmitting towers | | | C | C | C | C | C | C | C | C | C | C | C | C | | | C | C | P | P | P | C | P | P | P | | |
| Electric power plant | | | | | | | | | | | | | | | | | | | | | | | C | C | P | | |
| Hazardous waste treatment and disposal | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| Incinerator | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Nuclear power plant | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| Radio, television, and microwave transmitting towers | | | | | | | | | | | | | | | | | | C | P | P | P | C | P | P | P | | |
| Recycling center | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | |
| Recycling collection station | | | | | | | | | | | | | | | | | | C | C | C | C | C | P | P | P | | |
| Sanitary landfill | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| Solid waste collection | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Utility shop, storage yard or building | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| Utility substation | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | P | P | P | | |
| Wastewater treatment plant | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| **Arts, Entertainment, and Recreation** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Performing Arts or Supporting Establishments** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Drive-in theater | | | | | | | | | | | | | | | | | | | | | C | | C | | | | |
| Movie theater | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Performance theater | | | | | | | | | | | | | | | P | | | | | P | P | P | P | | | | |
| Carnival or circus (temporary with permit) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | |
| Fairground/rodeo ground | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | |
| **Museums and Other Special Purpose Recreational Institutions** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Historical or archaeological institution | | | | | | | | | | | | | | | P | | | | | | | C | C | | | | |
| Museum | | | | | | | | | | | | | | | P | | | C | C | C | C | P | C | | | | |
| Zoos, botanical gardens, arboreta | | | | | | | | | | | | | | | | | | | | | C | P | C | C | | | |
| **Amusement, Sports, or Recreation Establishment** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amusement center (indoor) | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | |
| Amusement center (outdoor) | | | | | | | | | | | | | | | | | | | | | C | C | C | C | | | |
| Convention/Event center | | | | | | | | | | | | | | | | | | C | C | P | P | P | P | | | | |
| Bingo parlor | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Casino gaming business | | | | | | | | | | | | | | | | | | | | | | | C | C | C | | |
| Country club | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | | | | | | |
| Dance hall/night club | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Private club | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Race track | | | | | | | | | | | | | | | | | | | | | | | | C | C | | |
| **Fitness, Recreational Sports, Athletic Club** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bowling alley | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| Private Community recreation center | | | | | | | | | | C | C | C | C | C | | | C | C | C | C | C | C | C | | | | |
| Driving range (outdoor) | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Golf course | | | C | C | C | C | C | C | C | C | C | C | C | C | | | C | C | C | C | C | | C | C | C | | |
| Pistol Range (Indoor) | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | |
| Private Health club | | | | | | | | | | | | | | | P | | | C | C | P | P | P | P | P | | | |
| Fitness studio | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | | | | |
| **Indoor Games Facility** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Miniature golf course | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Pool hall | | | | | | | | | | | | | | | | | | C | C | C | P | P | P | | | | |
| Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141) | | | | | | | | | | | | | | | | | | | | | P | | | P | P | | |
| Skating rink | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Sports complex/athletic field | | | | | | | | | | | | | | | | | | | | | C | C | C | C | | | |
| Swimming pool | | | | | | | | | | | | | | | | | | C | C | C | P | C | C | | | | |
| Water park | | | | | | | | | | | | | | | | | | | | | C | | C | | | | |
| **Camps, Camping, and Related Establishments** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Camps, camping, and related establishments | | | | | | | | | | | | | | | | | | | | | C | | P | P | | | |
| **Natural and Other Recreational Parks** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Park or playground (public and nonpublic) | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | | |
| **Education, Public Administration, Health Care and Other Institutions** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Educational Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| College, university, or seminary | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | C | | C | C | C | C | C | C | | | | |
| Fine art and performance education | | | | | | | | | | | | | | C | C | C | C | C | C | C | C | C | C | | | | |
| Library or public arts complex | | | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | | | | |
| Nursery school | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | | P | P |
| Preschool | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | | P | P |
| Primary and secondary school | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | | | P | P |
| School, business professional | | | | | | | | | | | | | | C | C | C | C | C | C | C | C | C | C | | | | |
| School, technical or trade | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | |
| **Public Administration - Government** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Criminal justice facility | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | |
| Detention facility | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | |
| Government office | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | | |
| **Public Safety** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Emergency response station | | | | | | | | | | | | | | | | C | P | P | P | P | P | C | P | P | P | | |
| Fire and rescue station | C | C | C | C | C | C | C | C | C | C | C | C | C | C | P | C | P | P | P | P | P | P | P | P | P | | |
| Police station | | | | | | | | | | | | | | | | | C | C | C | C | C | C | C | C | C | | |
| Police substation (no incarceration) | C | C | C | C | C | C | C | C | C | C | C | C | C | C | P | C | P | P | P | P | P | P | P | P | P | | |
| **Health and Human Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Community health and welfare clinic | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | | |
| Diagnostic laboratory testing facility | | | | | | | | | | | | | | | | C | | C | C | C | P | C | P | | | | |
| Doctor office and clinic | | | | | | | | | | | | | | | P | P | | P | P | P | P | P | P | P | | P | P |
| Hospice residential care facility | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | | | P | P |
| Hospital | | | | | | | | | | | | | | | | C | | P | P | P | P | P | P | | | | |
| Mental health hospital | | | | | | | | | | | | | | | | C | | C | C | C | C | C | C | | | | |
| Nursing home | | | | | | | | | | | | | | | | C | | C | C | C | C | | | | | P | P |
| Substance abuse treatment facility | | | | | | | | | | | | | | | | C | | C | C | C | C | | | | | | |
| Substance abuse treatment facility (outpatient only) | | | | | | | | | | | | | | | | | | C | C | C | P | | P | P | | | |
| **Social Assistance, Welfare, and Charitable Services** | | | | | | | | | | | | | | | | C | | | | | | | | | | | |
| Child and youth services (office) | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | |

| Districts | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD (Area A) | PZD (Area B) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | R-1 | R-2 | R-3 | R-4 | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | | |
| Childcare family homes | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | | | | | | | | | | | |
| Day care center | | | | | | | | | | | | | | | C | | | C | C | C | C | C | C | C | | P | P |
| Shelter for abused persons | | | | | | | | | | | | | | | | | | C | C | C | C | C | C | | | | |
| Community food services | | | | | | | | | | | | | | | | | | | | | C | C | C | | | | |
| Emergency and relief services | | | | | | | | | | | | | | | | | | | P | P | P | | P | | | | |
| Family support services | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | |
| Senior citizen center | | | | | | | | | | | C | C | C | C | C | C | C | C | C | C | C | C | P | | | P | P |
| Vocational rehabilitation | | | | | | | | | | | | | | | | | | | | | C | | C | C | | | |
| **Religious Institutions** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Church, synagogue, temple, mosque | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | | | P | P |
| Rectory, convent, monastery | | | | | | | | | | | C | C | C | C | C | C | A | A | A | A | A | A | A | | | | |
| **Note: educational/hospital facilities owned or run by** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **religious institutions are classified by use not ownership** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wedding chapel | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | | | | |
| **Death Care Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cemetery, mausoleum, crematorium, funeral home, & mortuary | | | | | | | | | | | | | | | | | | C | C | C | C | | C | | | | |
| Monument (manufacturing) | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| Monument (sales) | | | | | | | | | | | | | | | | | | P | P | P | P | | P | P | | | |
| **Associations, Nonprofit Organizations** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lodge or fraternal organization | | | | | | | | | | | | | | | C | | | C | C | C | C | C | P | P | | | |
| **Construction-Related Businesses** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contractor's office | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | P | | |
| Contractor's shop and storage yard | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| Glass sales and service | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Landscaping contractor | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| Sign contractor | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| **Mining and Extraction Establishments** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coal mining | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| Metallic mining | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| Non-metallic manufacturing and mining | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| **Agriculture, Forestry, Fishing, and Hunting** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grain storage and processing | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| Livestock yard, feed lot, holding pens, and auction facility | | | | | | | | | | | | | | | | | | | | | | | | C | C | | |
| Commercial grower | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| **Tanning and Slaughtering of Animals or Fowl** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Animal slaughter and processing | | | | | | | | | | | | | | | | | | | | | | | | C | C | | |
| **Note: Section 4-5 of the Fort Smith Municipal Code prohibits** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **the collection or keeping of hogs or swine within the** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Fort Smith city limits** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Forestry and Logging** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Fishing, Hunting and Trapping, Game Preserves** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Taxidermy shop | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | |

Character Area A:

Lot 1, Methodist Nursing Home of Fort Smith

Character Area B:

A part of the Northwest Quarter (NW ¼) of Section Nineteen (19), Township Eight (8) North, Range Thirty-One (31) West, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter (NW ¼); thence North 300.0 feet along the West line of said Section Nineteen (19) for a point of beginning; thence North 428.50 feet along said West line; thence North 89°20′ East, 316.0 feet; thence South 324.0 feet; thence South 43°26′ West, 145.50 feet; thence South 89°20′ West, 215.96 feet to the point of beginning, containing 2.988 acres, more or less, except public roads.

# Character Areas




10/15/2026, 10:31:29 AM

1:4,589

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

# Character Areas




10/15/2026, 10:34:36 AM

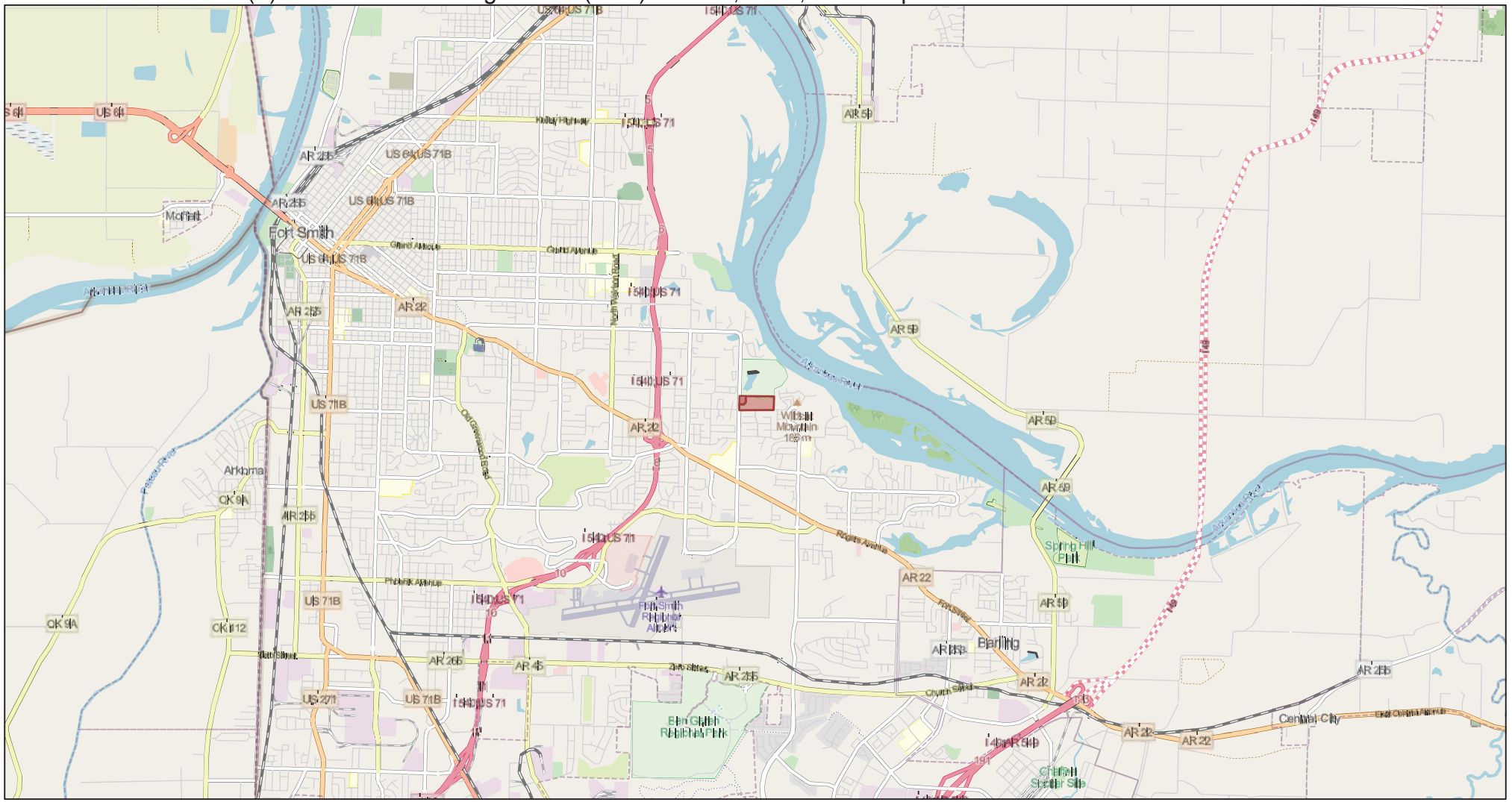
1:9,178

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User

Rezoning #16-10-26 – A request from Commercial Light Special (C-2 SPL) to a Planned Zoning District (PZD) at 1801 South 74th Street and from Transitional (T) to a Planned Zoning District (PZD) at 7425, 7811, 7815 Euper Lane




9/23/2026, 2:59:41 PM

1:72,224

0 0.75 1.5 3 mi

0 1 2 4 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #16-10-26 – A request from Commercial Light Special (C-2 SPL) to a Planned Zoning District (PZD) at 1801 South 74th Street and from Transitional (T) to a Planned Zoning District (PZD) at 7425, 7811, 7815 Euper Lane




9/23/2026, 2:57:53 PM

Roads

1:4,514

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

RESOLUTION NO. _____

A RESOLUTION ACCEPTING REMOVING THE REVERSIONARY CLAUSE OF OWNERSHIP RELATIVE TO REAL PROEPRTY LOCATED AT 1801 SOUTH 74TH STREET FROM METHODIST VILLAGE, INC.

---

WHEREAS, real property at 1801 South 74th Street ("Subject Property") was donated to the City of Fort Smith by Methodist Nursing Home of Fort Smith, Inc., a predecessor of Methodist Village, Inc., on May 24, 1966;

WHEREAS, on June 2, 1966 the City of Fort Smith donated the Subject Property to Bost School for Limited Children, Inc., conditioned that it be used for purposes of a suitable facility for Bost's school and including a reversion clause in favor of the City at such time when Bost ceases to use the property for that purpose;

WHEREAS, Bost, Inc. closed its school and vacated the Subject Property in 2024 thereby activating the reversion clause returning ownership of the Subject Property to the City of Fort Smith by Special Warranty Deed on May 29, 2024;

WHEREAS, Methodist Village, Inc. desired to reacquire the Subject Property for redevelopment, updating and use as a childcare/daycare facility;

WHEREAS, pursuant Ordinance No. 61-25, on September 4, 2025, the City conveyed the Subject Property to Methodist Village, Inc. by Special Warranty Deed recorded as Document No. 2025-18286 in the real property records of the Fort Smith District of Sebastian County, Arkansas ("Subject Deed"), conditioned on the development and continued use of the Subject Property as a childcare/daycare facility and containing a reversionary clause stating that should Methodist Village, Inc. "cease to use the [Subject Property] as a childcare/daycare facility, then the [Subject Property] . . . shall revert to GRANTOR, City of Fort Smith, Arkansas;"

WHEREAS, the purpose and benefit of the reversionary clause within the Subject Deed has been accomplished through rezoning the property to a Planned Zoning District permitting land uses fulfilling the mission of Methodist Village, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

It is herewith resolved that all of the conditions and rights of reverter in the Subject Deed are herewith absolutely and forever released and rendered void and no effect and shall not bind nor limit the fee title to the Subject Property.

This Resolution adopted this ___ day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____NPR
City Attorney

And GRANTOR does hereby covenant unto and with the said GRANTEE, its successors or assigns, that GRANTOR will forever warrant and defend the title to the above-described property against the lawful claims of all persons claiming by, through or under GRANTOR, but against none other.

IN WITNESS WHEREOF, the GRANTOR herein has hereunto caused these presents to be executed on this 4th day of September, 2025.

CITY OF FORT SMITH, ARKANSAS

By: _____
Mayor

ATTEST:

Sherri Gard
City Clerk

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )
)ss.
COUNTY OF SEBASTIAN )

On this 4th day of September, 2025, before me, a Notary Public, duly commissioned, qualified and acting within the State and County aforesaid, appeared in person the within name George McGill and Sherri Gard, to me personally well known, who stated that they were the Mayor and City Clerk respectively of the City of Fort Smith, Arkansas, a Municipal Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further states and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the day and date last written above.

Amber Jones
NOTARY PUBLIC

AMBER JONES
NOTARY PUBLIC
CRAWFORD COUNTY - ARKANSAS
COMMISSION EXPIRES 04-13-2035
MY COMM. # 12404020

MY COMMISSION EXPIRES:

4-13-2035
[SEAL]

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Maggie Rice, Deputy City Administrator

**DATE:** October 23, 2026

**SUBJECT:** Rezoning #18-10-26 from not zoned to a Planned Zoning District (PZD) at 8501 Chad Colley Boulevard

## SUMMARY

On October 13, 2026, the Planning Commission held a public hearing to consider the subject rezoning application. The property, containing 2.06 acres, is located on the southeast corner of Chad Colley Boulevard and Custer Boulevard. The proposed Planned Zoning District (PZD) establishes zoning for the property consistent with surrounding zoning and allows for the permitted land uses identified within the land use chart.

A neighborhood meeting was held on September 24, 2026, at 5:30 P.M. on site. No neighboring property owners attended the meeting. At the Planning Commission meeting Mr. Jeffrey Holmes was present to represent the item. There were none present to speak in favor or opposition to the item.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the zoning map.

Please contact me if you have any questions.

## ATTACHMENTS

1. 8501_Chad_Colley_Ord.pdf
2. Backup ITEM ID 3191.pdf

**ORDINANCE NO. _____**

**AN ORDINANCE REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP**

**WHEREAS,** the City Planning Commission held a public hearing upon request No. 18-10-26 to rezone certain property hereinafter described, and, having considered said request, recommended on October 13, 2026, that said change be made.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:**

**SECTION 1:** The following property to-wit:

Part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 7 North, Range 31 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Commencing at the Southwest Corner of said Section 8; Thence N02°38'20”E, 259.31 feet to a point on the northerly right-of-way of Massard Road; Thence along said northerly right-of-way the following courses: N47°55'48”W, 467.20 feet; 47.10 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and being subtended by a chord having a bearing of N02°57'09”W and a distance of 42.41 feet to a point on the easterly right-of way line of Chad Colley Boulevard; Thence along said easterly right-of-way the following courses: N42°01'30”E, 223.64 feet; 993.05 feet along the arc of a curve to the left, said curve having a radius of 5080.12 feet and being subtended by a chord having a bearing of N36°25'30”E and a distance of 991.47 feet; N30°49'29”E, 317.59 feet to the northwesterly corner of Lot 1, Chaffee Mini Storage, being filed for record November 14, 2019 as Document 2019-24373, said point being the Point of Beginning and being marked with an existing 1/2” rebar; Thence continuing along said easterly right-of-way the following courses: N30°49'29”E, 295.68 feet; 50.07 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and being subtended by a chord having a bearing of N78°38'26”E and a distance of 44.46 feet to a point on the southerly right-of-way of Custer Boulevard, said point being marked with an existing 1/2” rebar; Thence along said southerly right-of-way the following courses: 207.29 feet along the arc of a curve to the right, said curve having a radius of 1640.00 feet and being subtended by a chord having a bearing of S49°55'22”E and a distance of 207.15 feet, said point being marked with an existing 1/2” rebar; S46°18'07”E, 57.10 feet to the northeasterly corner of said Lot 1, said point being marked with an existing magnetic nail; Thence leaving said southerly right-of-way and along the northerly line of said Lot 1, S31°13'09”W, 281.52 feet to an angle change in said line, said point being marked with an existing 1/2” rebar; Thence continuing along said line, N58°46'51”W, 291.13 feet to the Point of Beginning. Containing 2.068 acres, more or less, more commonly known as 8501 Chad Colley Boulevard,

is hereby zoned to a Planned Zoning District (PZD) approved by this Ordinance. The approved zoning classification is based and condition upon the Planned Zoning District provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zoning District Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk.

**SECTION 2:** It is hereby found and determined that the adoptions of this amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City require that the above amendment be effective, and the amendment is hereby made effective, as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

**APPROVED:**

_____
**Mayor**

**ATTEST:**

_____
**CITY CLERK**

**APPROVED AS TO FORM:**



_____
**PUBLISHED 1 TIME**

**PLANNING COMMISSION &**
**BOARD OF ZONING ADJUSTMENT AGENDA**
**BLUE LION DOWNTOWN, 101 NORTH 2nd ST**
**October 13, 2026, 5:30 P.M.**
**Minutes**

Before calling the meeting to order Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, David Tyler, Kelly Wilson, Rod Coleman, Jackson Mendenhall, Ret Taylor, Griffin Hanna, and Shaun McCaffrey.

Chairman McCaffrey called for a motion on the September 8th, 2026, meeting minutes. Commissioner Jackson Mendenhall moved, seconded by Commissioner Vicki Newton to approve of the minutes. The motion carried with no objections.

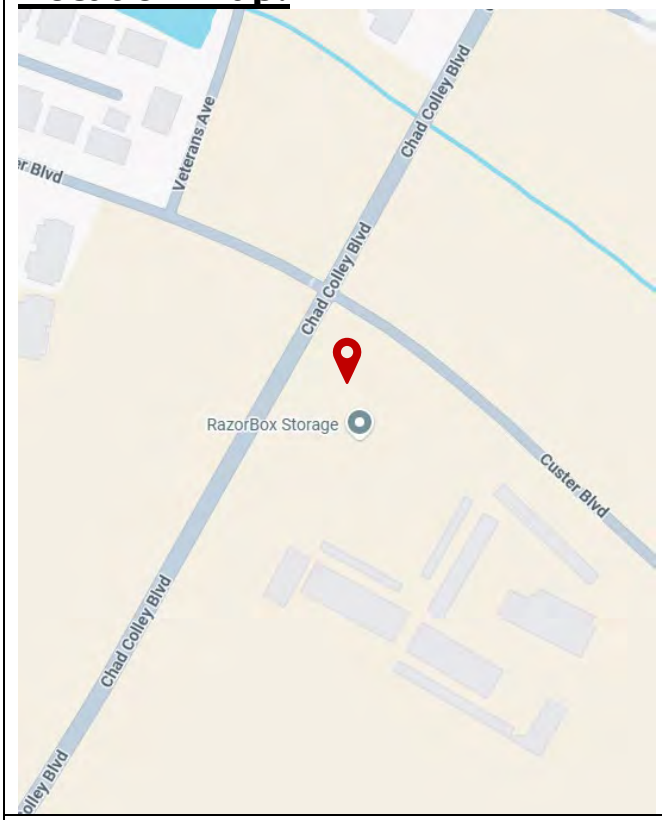
Maggie Rice, Deputy City Administrator, spoke on the procedures.

**10. Rezoning #18-10-26 - A request by Mickle Griffin, LLC, agent for New Bridge Investments, LLC, for a zoning request from not zoned to Planned Zoning District (PZD) at 8501 Chad Colley Boulevard**

Chairman McCaffrey introduced item 10. Sara Rahmani delivered the staff report stating approval will place zoning on the property that is consistent with surrounding development and allow the permitted land uses identified within the land use chart.

With no comments or questions, Chairman McCaffrey called for a motion on item 10. Commissioner Mendenhall moved to approve with staff comments, seconded by Commissioner Tyler.

Chairman McCaffrey called for a vote on item 10. The vote was eight (8) in favor and zero (0) opposed.

| | |
|---|---|
| **Fort Smith Planning Commission** | **Item Number:** **PZD #18-10-26**<br><br>**Hearing Date:** **October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Applicant Information:**<br>Applicant: Mickle Griffin, LLC<br><br>Owner: New Bridge Investments, LLC |
| **Location Map:**<br><br> | **Applicant Proposal:**<br><br>Address: 8501 Chad Colley Boulevard<br><br>Present Use: Undeveloped<br><br>Summary: A zone change from not zoned to a Planned Zoning District (PZD)<br><br>Total Tract Size: 2.06 Acres<br><br>Location: On the southeast corner of Chad Colley Boulevard and Custer Boulevard |
| **Existing Zoning:**<br>NZ<br>**Chaffee Crossing Master Land Use Plan:**<br>Commercial/Office | **Staff Recommendation:**<br><br>Approval |

Rezoning - PZD

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Rezoning #18-10-26 - A request by Mickle Griffin, LLC, agent for New Bridge Investments, LLC, for a zoning request from not zoned to Planned Zoning District (PZD) at 8501 Chad Colley Boulevard

## PROPOSED ZONING

Approval will place zoning on the property with the permitted land uses identified within the land use chart.

## LOT LOCATION AND SIZE

The subject property is on the southeast corner of Chad Colley Boulevard and Custer Boulevard. The tract contains an area of 2.06 acres with approximately 320 feet of street frontage along Chad Colley Boulevard and 280 feet of street frontage along Custer Boulevard.

## REQUESTED ZONING

The applicant has requested a Planned Zoning District (PZD). The purpose of a Planned Zoning District is to assure control of certain development while providing the applicant a means of gaining commitment without undue financial risk. Specifically, the purposes of a PZD are to encourage:

- Better utilization of sites characterized by special features of geographic location, topography, size, or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

## EXISTING ZONING

Not Zoned

## SURROUNDING ZONING AND LAND USE

| Direction | Land use | Zoning |
|---|---|---|
| North | Manufacturing paper products | Industrial Moderate, I-2 |
| East, South | Mini-storage facility | Industrial Light, I-1 |
| West | Multi-family development (apartments) | Planned Zoning District, PZD Ord #22-22 |

## MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Chad Colley Boulevard as Boulevard and Custer Boulevard as Major Arterial.

## MASTER LAND USE PLAN

The Chaffee Crossing Master Land Use Plan currently classifies this site as "Commercial/Office". This classification is intended to establish strong street presence, promote parking on the sides and rear of development and guide appropriate residential uses within a larger community context.

## PROJECT BOOKLET

A copy of the project booklet is enclosed for your review. The following criteria shall be considered by the Planning Commission when reviewing the project booklet:

**A.** Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **YES.**

**B.** Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **A development plan has not been submitted. The booklet states that all development will receive the City Engineering Department approval prior to construction.**

**C.** Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety? **Yes**

**D.** Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features? **Yes. The PZD states that it will exceed the UDO by providing 100% high-quality materials.**

**E.** Does the Plan represent an overall development pattern that is consistent with the Master Street Plan, Master Land Use Plan, and other adopted planning policies? **YES**

**F.** The required right-of-way dedication has been identified by the City Engineering Department? **YES**

**G.** All easements and utilities shall meet the requirements of the approving departments and agencies? **YES**

**H.** Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **YES. The PZD booklet states that all driveways and potential traffic impacts will be evaluated by the City of Fort Smith Engineering department for future development.**

**I.** Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high-quality materials, etc.) **The PZD states that it will exceed the UDO by requiring the following:**

- **100% high-quality materials shall be required on all exterior façades.**
- **10 shrubs and 1 tree shall be provided for every 40 ft of R.O.W.**
- **Only monument style signage will be utilized for free standing signage.**

**SITE DESIGN FEATURES**

**Ingress/egress/traffic circulation –** The PZD booklet states that all driveways and potential traffic impacts will be evaluated and approved by the City of Fort Smith Engineering department for future development.

**Right-of-way dedication –** No new R.O.W dedication required at this time. All R.O.W. dedication will take place during the platting of the property.

**Easement/utilities –** The developer must agree to meet all franchise and city utility easement requirements. Additionally, the development must comply with the City's Subdivision Design and Improvement Standards and the Standard Specification for Public Works Construction.

**Drainage –** PZD booklet states that all stormwater management will comply with City of Fort Smith 2011 Drainage Requirements.

**Landscaping & Screening –** All future development will exceed the UDO by requiring 10 shrubs and 1 tree every 40 ft of R.O.W

**Parking –** The PZD states that all future development will comply with the parking requirements of the UDO.

S**ignage –** The PZD states that all future signage shall comply with Section 27-704-3 of the UDO for permitted signage allowed in commercial zones and will exceed the UDO by only allowing monument style signage for free standing signs.

**Sidewalks** – Sidewalks will be required along Chad Colley Boulevard and Custer Boulevard at the time of platting and development. The PZD states that it will comply with Section 27-500 subdivision design regulations.

## FACTORS TO BE CONSIDERED

Approval, approval as amended, or denial of the application and project booklet shall be based on the following factors as outlined in Section 27-341-3(E) of the UDO:

**A.** Compatibility with the Master Street Plan, and applicable area plans (e.g., corridor, neighborhood)

**B.** Compatibility of the proposed development with the character of the neighborhood.

**C.** The zoning and uses of adjacent and nearby properties, and the compatibility of the proposed future uses with those existing uses.

**D.** The extent to which the proposed land use would increase or change traffic volume or parking demand in documented evidence or engineering data, road conditions, road safety, or create parking problems in combination with any improvements that would mitigate these adverse impacts.

**E.** The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts.

**F.** That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700).

## NEIGHBORHOOD MEETING

A neighborhood meeting was held on September 24th at 5:30 at 3434 Country Club Avenue. No neighboring property owners attended the meeting.

## STAFF COMMENTS

The subject property does not currently have zoning. Approval of the Planned Zoning District will establish zoning for the property that is consistent with surrounding zoning.

## STAFF RECOMMENDATIONS

Staff recommends approval of the request.

# Application Summary

## Application Type

- **Conventional Rezoning**

## Site Location

- Address:8501 CHAD COLLEY BLVD, FORT SMITH, AR 72916;
- Legal Description:
- Parcel:18883-0000-04027-02;
- Site Area (acres):2.06
- Current Zoning:N/A
- Requested Zoning (if applicable):Planned Zoning District (PZD)

## Applicant

- Name:NEWBRIDGE INVESTMENTS, LLC
- Address:109 N 6TH ST,FORT SMITH, AR 72916--6100
- Phone:
- Email:

## Agent

- Name:Mickle Griffin, LLC
- Address:3434 Country Club Avenue,Fort Smith, AR 72903
- Phone:(479) 649-8484
- Email: [redacted]

## Details

- PZD Zoning for future development.

The City of Fort Smith ARKANSAS

Application updated January 2022

PLANNING & COMMUNITY DEVELOPMENT

# CITY OF FORT SMITH, ARKANSAS
# Planned Zoning Development

| *FOR STAFF USE ONLY* | *FEE: $350* |
|---|---|
| *Date Application Submitted:* | *Zone:* |
| *Date Accepted as Complete:* | |
| *Project Number:* | |
| *Public Hearing Date:* | |

**Application:**

**Indicate one contact person for this request:** ○ **Applicant** ◉ **Agent**

***Applicant (person making request):***

Name: Newbridge Investments

E-mail:

Address:

Phone:

Fax:

***Agent (engineer, surveyor, realtor, etc.):***

Name: Mickle Griffin, LLC

E-mail: [redacted]

Address: 3434 Country Club Ave
Fort Smith, AR

Phone: 479-649-8484

Fax:

Site Address / Location: 8501 Chad Colley Blvd

Current Zoning District: None

Requested Zoning District: PZD

Assessor's Parcel Number(s) for property: 18883-0000-04027-02

The City of Fort Smith ARKANSAS

Application updated January 2022

PLANNING & COMMUNITY DEVELOPMENT

# PLANNED ZONING DEVELOPMENT

Total Acreage: 2.068

Legal Description of property: Provide legal description in a word document.

Legal Description of property:

☐ Restrictive Covenants Apply (attach to application)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

Describe Proposed Zoning Request, including the development of any construction on the property:

PZD zoning to support the development of the site. There exists no current zoning and the property must be zoned before a building permit can be issued.

***PROPERTY OWNER(S) / AUTHORIZED AGENT***: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

| Name and Signature | Date |
|---|---|
| Bennie B. Westphal | 9-5-26 |
| Bennie B. Westphal | |



623 Garrison Avenue, Rm 331
Fort Smith, AR 72901
479-784-2216 planning@fortsmithar.gov

PLANNED ZONING DISTRICT

CERTIFICATION STATEMENT

Application updated July 2021

The Owner, applicant for the property located at 8501 Chad Colley Blvd, does hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance

We hereby agree to the terms and conditions with the Project Booklet, and request the City of Fort Smith to approve the zoning.

Signature: Benne B. Westphal

Name: Benne B. Westphal Date: 9-5-26

## AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a PZD by application do hereby authorize Mickle Griffin, LLC to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

| | NAMES OF ALL OWNERS. | SIGNATURE OF ALL OWNERS. |
|---|---|---|
| 1. | Newbridge Investments, LLC | Bernice B. Griffin |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |

*This form is necessary only when the person representing this request does not own all the property.*

## LETTER REGARDING RESTRICTIVE COVENANTS

Restricted covenants are regulations that are maintained and enforced by the property owners of the subject subdivision. These covenants may be found in your abstract or at the County Circuit Clerks Office. Restrictive covenants are often enforced in subdivisions with homeowner's associations and can always be more restrictive but never less restrictive than the City of Fort Smith's Zoning Regulations. *(See attached additional information on restrictive covenants)*

TO: Planning Department

SUBJECT: Legal Description of Property: Provide legal description in a word document.

I have searched all applicable records, and to my best knowledge and belief, there are no restrictive covenants running with the above described land, except as follows:

☑ None; or

☐ Attach copy of Covenants in the application packet

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

# Newbridge Subdivision

## September 2026




Commercial Development
8501 Chad Colley Blvd
Planned Zoning District

## PROJECT BOOKLET

# Planned Zoning District Certification Statement

PLANNED ZONING DISTRICT

CERTIFICATION STATEMENT

Owner Newbridge Investements, LLC for the property located at 8501 Chad Colley Bouelvard does hereby certify that the PZD Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance

We hereby agree to the terms and conditions with the Project Booklet and request the City of Fort Smith to approve the zoning.

Signature: _____

Name: _____ Date: 10/6/26

**iv. Storm water detention areas and drainage**

All drainage and detention will comply with the City of Fort Smith 2011 Drainage Standards.

**v. Undisturbed natural areas**

There are no proposed undisturbed natural areas for the project site.

**vi. Existing and proposed utility connections and extensions**

An existing 24” and 16” water transmission main runs along Chad Colley Boulevard and Custer Boulevard. An existing 12” water main is located on the west side of Chad Colley Boulevard along with an 8” water main extension that is tied into the 12” line to serve the subject site. A 10” sewer main along Custer Boulevard and will be used to serve the site. All proposed public water and sewer connections will be reviewed and approved by the City of Fort Smith engineering department and will comply with the City of Fort Smith Minimum Water and Sewer Design Standards and as required by the Arkansas Department of Health.

**vii. Development and architectural design standards**

All development within this PZD will exceed UDO 27-602 by requiring 100% high-quality materials for building facades for commercial development. All architectural designs will comply with the Chaffee Crossing Master Design Guidelines (CCMDG). Additionally, all exterior site lighting will comply with shall comply with 27-602-5 of UDO.

**viii. Building elevations**

No building elevations are available at this time. All future building elevations will exceed the UDO by providing 100% high-quality materials.

**ix. Proposed signage (type and size)**

All signage will exceed the UDO by requiring monument signs only for free standing signage and will comply with Section 27-704-3 of the UDO for permitted signs in the commercial and industrial zones. All signage will also comply with the Chaffee Crossing Master Design Guidelines (CCMDG). Any monument style sign if illuminated will comply with section 27-704-5 and 27-704-9 of the UDO.

**e. Proposed development phasing and time frame**

Currently no development is proposed at this time.

**f. Identify land use designations.**

The Chaffee Crossing Future Land Use plan currently classifies this site "Commercial/Office" (60% Commercial, 30% Office, and 10% Residential)

**g. Identify area and bulk regulations.**

Bulk and Area requirements for the PZD are as shown below:

| Zoning Standard | C-3 Zoning | PZD |
|---|---|---|
| Min. Lot Size (ft^2) | 12,000 s.f. | 12,000 s.f. |
| Min. Lot Width at BSL (ft) | 75 feet | 75 feet |
| Max Lot Coverage (%) | 60% | 60% |
| Max Height (ft) | 35 (See Section 27-404D) | 35(See Section 27-404D) |
| Front Setback (ft) | 25 feet | 25 feet |
| Side Setback (ft) | 20 feet | 15 feet |
| Street side/corner Setback (ft) | 15 | 10 feet |
| Rear Setback (ft) | 20 | 15 |
| Setback Adjacent to s.f. development | N/A | 20 |
| Min. Street Frontage (ft) | 0 | 0 |
| Maximum building size | 60,000 s.f. | No maximum size must comply with maximum lot coverage. |

Building separation will comply with the State of Arkansas Fire and Building Codes and all other district standards will comply with Section 27-424(D).

**h. A chart comparing the proposed planned zoning district to the current zoning district requirements (land uses, setbacks, density, height, intensity, bulk and area regulations, etc.).**

Please see the PZD bulk area regulations and comparison table above in Section G of the project booklet.

**i. A chart comparing the proposed land uses and the zoning district(s) where such land uses are permitted.**

Please see the Land Use Matrix Chart attached.

**j. A chart articulating how the project exceeds the UDO requirements (ex. increased landscaping, increased high quality materials on the façade, etc.).**

The development will exceed UDO by the following:

1. All development will require 100% high-quality materials on each façade.
2. All perimeter landscaping will require a minimum of 10 shrubs and 1 tree for every 40 ft of R.O.W.
3. All free standing signage will be monument style signage.

**k. Statement of how the development will relate to existing and surrounding properties in terms of land use, traffic, appearance, height, and signage.**

The properties located to the south and east are zoned Industrial Light (I-1) and is developed as a mini-storage warehouse. The property to the north is zoned Industrial Moderate and is developed as Glatfelter manufacturing. The property to the west is zoned PZD and is being developed as multifamily apartments. This new proposed PZD will act as a transition between the existing industrial land uses and multifamily development.

**l. A traffic study when required by the Engineering Department (consult with staff prior to submittal)**

Currently no development is proposed at this time, and a traffic study has not been requested by the City Engineering department. Future development must be reviewed and comply with he City of Fort Smtih Engineering Department requirements.

**m. Statement of availability of water and sewer (state size of lines).**

An existing 24” and 16” water transmission main runs along Chad Colley Boulevard and Custer Boulevard. An existing 12” water main is located on the west side of Chad Colley Boulevard along with an 8” water main extension that is tied into the 12” line to serve the subject site. A 10” sewer main along Custer Boulevard and will be used to serve the site. All proposed public water and sewer connections will be reviewed and approved by the City of Fort Smith engineering department and will comply with the City of Fort Smith Minimum Water and Sewer Design Standards and as required by the Arkansas Department of Health.

| | | | | | Districts | MEOS | RE3 | RE1 | RS-1 | RS-2 | RS-3 | RS-4 | SFMH | RS-5 | RSD-2 | RSD-3 | RSD-4 | RM-2 | RM-3 | RM-4 | RMD | RH | MU | T | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1 | I-2 | I-3 | PZD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **DP = Development Plan review by the PC and approval by the City Board** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **P = Permitted Use, C = Conditional Use, A = Accessory Use** | | | | | | | | | R-1 | R-2 | R-3 | R-4 | | R-6 | DP-2 | DP-3 | DP-4 | MF-2 | MF-3 | MF-4 | R-5 | H | | T1,2,3 | C-1 | C-2 | C-3 | C-4 | C-5 | C-6 | I-1,2 | I-3 | I-4 | |
| *Size or density restrictions for any use may be noted in the district* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Residence or Accommodation** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | **Private Household** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Single Family building | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Structure | | | Accessory residential dwelling unit | | | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | P | P |
| | | | Detached | | | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | P | | P | | | | | | | | | | |
| | | | Duplex | | | P | | | | | | | | | P | P | P | P | P | P | P | P | | P | | | | | | | | | | |
| | | | Guest house | | | P | A | A | A | A | A | A | | A | A | A | A | A | A | A | A | A | | A | | | | | | | | | | |
| | | | Manufactured home | | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | |
| | | | Mobile home park | | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | |
| | | | Mobile home subdivision | | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | |
| | | | Row house | | | P | | | | | | | | P | | | | | | | P | | | | | | | | | | | | | |
| | | | Zero lot line dwelling unit | | | P | | | | | | | | P | | | | | | | P | | | | | | | | | | | | | |
| | | Multifamily development | | | | P | | | | | | | | | | | | P | P | P | P | C | | | | P | P | P | P | P | | | | |
| | | | Community residential facility | | | P | | | | | | | | | | | | | P | P | P | P | | | | | P | P | P | P | P | | | | |
| | | | Group home, family | | | | P | P | P | P | P | P | | P | P | P | P | P | P | P | P | P | | P | | | | | | | | | | |
| | | | Group home, neighborhood | | | | | | | | | | | | | | | P | P | P | P | | | | | P | P | P | P | P | | | | |
| | | | Homeless shelter | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | |
| | | | Displaced Youth Housing | | | | | | | | | | | | | | | C | C | C | | | | | | C | C | C | C | C | C | | | |
| | | | Orphanage | | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | | |
| | | | Transitional dwelling | | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | |
| | **Housing for the Elderly** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Assisted living | | | | P | | | | | | | | | | | | C | C | C | C | C | | C | | P | P | P | P | P | | | | |
| | | Retirement housing | | | | P | | | | | | | | | | | | P | P | P | P | P | | P | | P | P | P | P | P | | | | |
| 1240 | Life care or continuing services | | | | | | | | | | | | | | | | | | C | C | C | | | | | | | | | | | | | |
| | **Hotels, Motels, or other Accommodations** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bed and breakfast inn | | | | P | | | | | | | | | | | | C | C | C | C | C | | C | C | P | P | P | P | P | | | | |
| | | Dormitory, sorority, fraternity | | | | P | | | | | | | | | | | | C | C | C | C | | | | | C | C | C | C | C | | | | |
| | | Hotel/motel | | | | P | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | P |
| | | Rooming or boarding house | | | | | | | | | | | | | | | | C | C | C | C | | | | | P | P | P | P | C | | | | |
| | **General Sales or Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | **Automobile Sales or Service** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Auto & vehicle impoundment or holding yard (no salvage) | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | |
| | | Auto and vehicle dealer | | | | P | | | | | | | | | | | | | | | | | | | | | | | P | C | P | P | P | |
| | | Auto and vehicle dealer (indoors) | | | | P | | | | | | | | | | | | | | | | | | | | | P | P | C | P | P | P | | |
| | | Auto and vehicle towing (wrecker) | | | | P | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | | Auto auction | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Auto body shop and paint (new parts) | | | | P | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | |
| | | Auto detailing service | | | | P | | | | | | | | | | | | | | | | | | | | C | P | P | P | C | P | P | P | P |
| | | Auto glass, muffler, and seatcover shop | | | | P | | | | | | | | | | | | | | | | | | | | C | C | C | P | | P | P | P | |
| | | Auto parts and accessories sales | | | | P | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | P | P | P |
| | | Auto quick lube | | | | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | |
| | | Auto repair | | | | P | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | |
| | | Auto repair or assembly (salvage parts) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | |
| | | Boat or marine craft dealer | | | | P | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | |
| | | Car wash - full service | | | | P | | | | | | | | | | | | | | | | | | | | | | | P | | P | | | |
| | | Car wash self-service | | | | P | | | | | | | | | | | | | | | | | | | | C | P | P | P | C | P | | | P |
| | | Gasoline service station | | | | P | | | | | | | | | | | | | | | | | | | | | | P | P | | P | P | P | |
| | | Motorcycle or ATV sales & service | | | | P | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | |
| | | Tire sales (Indoors) | | | | P | | | | | | | | | | | | | | | | | | | | | | P | P | | P | P | P | |
| | | Tire sales | | | | P | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Truck stop/travel plaza | P | | | | | | | | | | | | | | | | | | | | | | | | C | | C | C | | |
| | **Heavy Consumer Goods Sales or Service** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Agricultural equipment and supplies (sales & service) | P | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | |
| | | Appliance repair - (Large) | P | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | | Appliance repair (Small) | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | |
| | | Bus, truck sales and service | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | | Cellular phone and accessory sales | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | P | | |
| | | Clothing and personal items (repair) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | | P | | |
| | | Commercial,industrial machinery & equipment (sales & service) | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | | |
| | | Department store, warehouse club or superstore | P | | | | | | | | | | | | | | | | | | | | | P | P | | | | | | | | |
| | | Computer and software shop | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | P | | |
| | | Electronics and appliances (new) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | P | | |
| | | Electronics and appliances (used) | P | | | | | | | | | | | | | | | | | | | | | | P | | P | | | | | | |
| | | Floor, paint, wall coverings, window treatments | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | P | | |
| | | Furniture or home furnishings (new) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | P | | |
| | | Furniture or home furnishings (used) | P | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | | | |
| | | Furniture repair and upholstery shop | P | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | | |
| | | Greenhouse (sales) | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | |
| | | Hardware store | P | | | | | | | | | | | | | | | | | | | | P | P | P | | P | | | | P | | |
| | | Hardware store (neighborhood) | P | | | | | | | | | | | | | | | | | | | P | | | | P | P | | | | P | | |
| | | Home improvement center | P | | | | | | | | | | | | | | | | | | | | | P | P | | P | | | | | | |
| | | Lawn and garden supplies | P | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | P | | |
| | | Locksmith | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | P | | |
| | | Lumber yard and building materials | P | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | |
| | | Mall | P | | | | | | | | | | | | | | | | | | | | | P | P | | | | | | | | |
| | | Manufactured home and mobile home sales and service | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | | |
| | | Oil and gas equipment (sales and service) | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | |
| | | Sand, gravel, stone, or earth sales and storage | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | | | |
| | | Shopping center | P | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | P | | |
| | | Swimming pool sales and supply store (w/o storage yard) | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | P | | |
| | | Truck or tractor sales and service facility | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | | |
| | **Durable Consumer Goods Sales or Service** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Bait and tackle shop | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | P | | |
| | | Bicycle sales and service | | | | | | | | | | | | | | | | | | | C | C | P | P | P | C | P | | | | P | | |
| | | Bicycle sales and service (no outside storage) | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | P | | |
| | | Bookstore | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Bridal shop | P | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | P | | | | P | | |
| | | Cameras, photographic supplies and services | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Retail Sales of Fireworks- See section 27-708 | | | | | | | | | | | | | | | | | | | | P | P | P | P | | P | P | P | | P | | |
| | | Clothing, jewelry, luggage, shoes, accessories | P | | | | | | | | | | | | | | | C | | | P | P | P | P | P | P | P | | | | P | | |
| | | Gift shop | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Sewing machine store (sales & service) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | P | | |
| | | Sporting goods, toys, & musical instruments | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | P | | |
| | | Thrift store | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | | |
| | **Consumer Goods, Other** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Antique shop | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Art dealers, art studio, galleries, supplies | P | | | | | | | | | | | | | | | P | | | C | P | P | P | P | P | P | | | | P | | |
| | | Arts and craft shop | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Flea market (indoor) | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | | | |
| | | Flea market (outdoor) | | | | | | | | | | | | | | | | | | | | | | | | | C | | | | | | |
| | | Florist shop | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Hobby shop | P | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | P | | |
| | | Office supply store | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | P | | |
| | | Pawnshop | | | | | | | | | | | | | | | | | | | | | | | P | | P | | | | | | |
| | | Pawnshop (no outside storage) | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | | | |
| | | Tobacco retailer | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Grocery, Food, Beverage, Dairy** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bakery or confectionery shop | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Beer, wine and liquor store (with drive-through) | P | | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | | P |
| Beer, wine and liquor store (without drive-through) | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | P |
| Convenience store (with gasoline sales) | P | | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | | P |
| Farmer's market | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | P |
| Fruit and vegetable store | P | | | | | | | | | | | | | | | | | P | | | C | P | P | P | P | P | P | | | | | P |
| Grocery store or supermarket | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Neighborhood store | P | | | | | | | | | | | | | | | | | P | | | | P | P | P | P | P | P | | | | | P |
| **Health and Personal Care** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cosmetics, beauty supplies, and perfume stores | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | | P |
| Medical appliance services | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | P |
| Optical shop | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | | | P |
| Pharmacy or drug store | P | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | | | P |
| **Finance and Insurance** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto insurance claims office | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | P | | | | | P |
| Automatic teller machine | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | | | | P |
| Bank, credit union, or savings institution | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | | | | P |
| Credit and finance establishment | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | | | | | P |
| Fund, trust, or other financial establishment | P | | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | P | | | | | P |
| Insurance office | P | | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | P | | | | | P |
| Investment banking, securities, and brokerages | P | | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | P | | | | | P |
| **Rental and Leasing** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto (rental and leasing) | P | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | |
| Commercial, industrial machinery & equipment | P | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | |
| Consumer rental center | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | P |
| Oil and gas field equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| Video, music, software | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | P |
| **Business, Professional, Scientific, and Technical Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Professional Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Abstract services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Accounting, tax, bookkeeping,payroll | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Advertising and media services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Architectural, engineering | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Carpet and upholstery cleaning | P | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | P |
| Consulting services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Extermination and pest control | P | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | |
| Graphic, industrial, interior design | P | | | | | | | | | | | | | | | | | P | | | P | C | P | P | P | P | P | | | | | P |
| Investigation and security services | P | | | | | | | | | | | | | | | | | | P | | | | | P | P | P | P | P | P | | | P |
| Janitorial services | P | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | P |
| Legal services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Medical laboratory | P | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| Medical laboratory (no animal research/testing) | P | | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | P | P | | | C |
| Offices, corporate | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Offices, general | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | P | P | P |
| Property management services (office only) | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Real estate agency | P | | | | | | | | | | | | | | | | | P | P | P | | P | P | P | P | P | P | | | | | P |
| Travel arrangement and reservation services | P | | | | | | | | | | | | | | | | | P | P | P | | P | P | P | P | P | P | | | | | P |
| Administrative Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Business support services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Collection agency | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Employment agency | P | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | P |
| Employment agency (day labor) | | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | | | | |
| Facilities support services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Office and administrative services | P | | | | | | | | | | | | | | | | | P | | | P | P | P | P | P | P | P | | | | | P |
| Telemarketer/call center | P | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | P |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Food Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bar or tavern | P | | | | | | | | | | | | | | | | | | | C | C | C | P | P | P | | | C | |
| | Beer garden | P | | | | | | | | | | | | | | | | | | | | C | C | C | P | C | | | C | |
| | Catering service | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | P | |
| | Food distribution center | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | | |
| | Microbrewery/microwinery/microdistillery | P | | | | | | | | | | | | | | | | | | | C | C | P | P | P | P | P | P | C | |
| | Mobile food services | P | | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | | |
| | Restaurant | P | | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | P | |
| | Restaurant (with drive-in services) | P | ncluding noise, traffic, lighting, odors, and hours of operation. Products are primarily assembl | | | | | | | | | | | | | | | | | | | P | P | P | | P | | | P | |
| | Restaurant (with drive-through services) | P | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | P | |
| | Restaurant (with outdoor dining) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | P | |
| | Restaurant (with outdoor dining within 300 feet of property zoned or developed for res | P | | | | | | | | | | | | | | | | | | | C | C | C | C | P | C | | | C | |
| | Specialty Manufacturing | P | | | | | | | | | | | | | | | | | | | C | C | P | P | C | P | | | C | |
| | Vending | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | | |
| **Personal Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bail bonds office | P | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| | Barber shop/salon/spa/massage services | | | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | P | |
| | Laundry (commercial/industrial) | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | Laundry and cleaning facilities (self-service) | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | | P | | | P | |
| | Laundry, cleaner | P | | | | | | | | | | | | | | | | | | | P | P | P | P | | P | | | P | |
| | Laundry, cleaner (drop-off station) | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | P | |
| | Photocopy shop | P | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | P | |
| | Photography studio | P | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | P | |
| | Print shop | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | P | |
| | Shoe repair shop | P | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | P | |
| | Tailor shop | P | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | | | P | |
| | Tanning salons | | | | | | | | | | | | | | | | | P | | C | P | P | P | P | P | P | | | P | |
| | Tattoo/body piercing parlor | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | P | |
| | Weight loss centers | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | P | |
| **Pet and animal services** | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Animal and pet services (indoor) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | P |
| | Animal and pet services (outdoor) | P | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | Animal shelter | P | | | | | | | | | | | | | | | | | | | | | P | P | | P | P | P | | |
| | Equestrian facilities | P | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | Kennels | P | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| | Pet cemetery | P | | | | | | | | | | | | | | | | | | | C | C | C | C | | C | C | C | | |
| | Pet shop | P | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | P | |
| | Pet supply store | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | |
| | Veterinary clinic (no outdoor kennels) | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | |
| | Veterinary clinic (with outdoor kennels) | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| **Automobile Parking Facilities** | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Parking garage | P | | | | | | | | | | | | | | | | | | | | C | C | P | C | P | P | P | C | |
| | Parking lot (commercial) | P | | | | | | | | | | | | | | | | | | | | | | P | C | P | P | P | | |
| | Parking lot (off site) (See Section 27-601-11) | | | | | | | | | | | | | | | | | C | | C | C | P | P | P | C | P | P | P | P | P | |
| **Manufacturing and Wholesale Trade** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Food, Textiles and Related Products** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Animal food processing | | | | | | | | | | | | | | | | | | | | | | | | | C | C | P | | | |
| | Clothing manufacturing | P | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | Food and beverage processing | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | Leather and allied products | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | | |
| | Textiles | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| | Tobacco manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| **Wood, Paper and Printing Products** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Cabinet and woodwork shop | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | Furniture or home furnishings | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| | Manufacturing, boxes/containers/corrugated | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |

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| | | Manufacturing, packaging material | P | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Paper and printing materials | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Wood products manufacturing plant | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | **Chemicals, Metals, Machinery, and Electronics Mfg.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Acid manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Asphalt or concrete batching plant (permanent) | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Chemicals, plastics and rubber industry | | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| | | Electrical equipment, applicance and components mfg. | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Explosives manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| | | Foundary or metal-works facility | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Laboratory (manufacturing) | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Machine, welding, or sheet metal shop | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Nonmetallic manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| | | Petroleum and coal products | P | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| | | Pharmaceutical manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Refinery | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| | | Tire retreading | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | **Miscellaneous Manufacturing** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Auto manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Barge and ship manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Boat manufacturing | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Dolls, toys, games, musical instruments | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Jewelry and silverware | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Manufacturing, batteries | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Manufacturing, fibergass | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Manufacturing, foam products | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Manufacturing, heavy | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Manufacturing, light | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Manufacturing, medium | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Manufacturing, motors, drives, and generators | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Office supplies | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | **Wholesale Trade Establishment** | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Durable goods | P | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | |
| | | Electrical, plumbing, heat & air conditioning | P | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Nondurable goods | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | |
| | **Warehouse and Storage Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Auto salvage yard | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Building materials salvage yard | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| | | Bulk petroleum storage | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | |
| | | Container storage | P | | | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | |
| | | Mini storage warehouse (climatized) See section 27-707 | | | | | | | | | | | | | | | | | | | | | | | | | | DP | DP | DP | | |
| | | Mini storage warehouse (non-climatized) See section 27-707 | | | | | | | | | | | | | | | | | | | | | | | | | | DP | DP | DP | | |
| | | Packaging and distribution center | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Petroleum distribution facility | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | |
| | | Portable storage Unit | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Vehicle storage yard | P | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Warehouse | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| **Transportation, Communication, Information and Utilities** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Transportation Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Airport | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Bus station and terminal | P | | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | |
| | | Courier and messenger services | | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | P | P | P | | |
| | | Ferry boat facility | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| | | Heliport | | | | | | | | | | | | | | | | | | | | | A | A | A | A | P | P | P | | | |
| | | Limousine service | P | | | | | | | | | | | | | | | | | | | | | | | P | C | P | P | P | | | |
| | | Mail services | | | | | | | | | | | | | | | | | | | | C | C | P | P | P | P | P | P | P | | | |

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| | | Marina | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | | Motor freight terminal | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | | Moving and storage | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | | Moving company | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | |
| | | Pipeline transportation | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| | | Port facility | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| | | Rail transportation | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | | Taxicab service | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | | |
| | Communications and Information | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Commercial communication towers | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | | | | C | C | P | P | P | C | P | P | P | | | |
| | | Data processing facility | P | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | | | |
| | | Data Center | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | | |
| | | Motion pictures and sound recording studios | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | P |
| | | Printing commercial/industrial | P | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | |
| | | Telecommunications and broadcasting studios | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | | | P |
| | Utilities and Utility Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Amateur radio transmitting towers | | | | C | C | C | C | | C | C | C | C | C | C | C | C | | | | C | C | P | P | P | C | P | P | P | | | |
| | | Electric power plant | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | P | | | |
| | | Hazardous waste treatment and disposal | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | | |
| | | Incinerator | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | | |
| | | Nuclear power plant | P | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | | |
| | | Radio, television, and microwave transmitting towers | | | | | | | | | | | | | | | | | | | | | C | P | P | P | C | P | P | P | | | |
| | | Recycling center | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | P | | | |
| | | Recycling collection station | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | P | P | P | | | |
| | | Sanitary landfill | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | | |
| | | Solid waste collection | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| | | Utility shop, storage yard or building | P | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | | |
| | | Utility substation | | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | C | P | P | P | C | | | |
| | | Wastewater treatment plant | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | | |
| **Arts, Entertainment, and Recreation** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | **Performing Arts or Supporting Establishments** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Drive-in theater | P | | | | | | | | | | | | | | | | | | | | | | | | C | | C | | | | | |
| | | Movie theater | P | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | |
| | | Performance theater | | | | | | | | | | | | | | | | P | | | | | | | P | P | P | P | | | | | |
| | Carnival or circus (temporary with permit) | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | | |
| | Fairground/rodeo ground | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | | | |
| | **Museums and Other Special Purpose Recreational Institutions** | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Historical or archaeological institution | P | | | | | | | | | | | | | | | P | | | | | | | | | C | C | | | | | |
| | | Museum | P | | | | | | | | | | | | | | | P | | | | C | C | C | C | P | C | | | | | | |
| | | Zoos, botanical gardens, arboreta | | | | | | | | | | | | | | | | | | | | | | | C | P | C | C | | | | | |
| | **Amusement, Sports, or Recreation Establishment** | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Amusement center (indoor) | | P | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | | P |
| | Amusement center (outdoor) | | P | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | | | | | |
| | Convention/Event center | | | | | | | | | | | | | | | | | | | | | C | C | P | P | P | P | | | | | | C |
| | Bingo parlor | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | |
| | Casino gaming business | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | | |
| | Country club | | | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | | | C | C | C | C | C | C | | | | | | | |
| | Dance hall/night club | | P | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | |
| | Private club | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | |
| | Race track | | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | | | | |
| | **Fitness, Recreational Sports, Athletic Club** | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bowling alley | | P | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | | | P |
| | Community recreation center | | P | | | | | | | | | | C | C | C | C | C | | | | C | C | C | C | C | C | C | | | | | | C |
| | Driving range (outdoor) | | | | | | | | | | | | | | | | | | | | | | | C | P | P | P | P | P | | | | |
| | Golf course | | | | | C | C | C | C | | C | C | C | C | C | C | C | C | | | C | C | C | C | C | C | C | C | C | C | | | | |
| | Pistol Range (Indoor) | | P | | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Health club | P | | | | | | | | | | | | | | | | | P | | | | C | C | P | P | P | P | P | | | C |
| Fitness studio | | | | | | | | | | | | | | | | | | P | | | | P | P | P | P | P | P | | | | P |
| **Indoor Games Facility** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Miniature golf course | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | P | | | | |
| Pool hall | | | | | | | | | | | | | | | | | | | | | | C | C | C | P | P | P | | | | |
| Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141) | | | | | | | | | | | | | | | | | | | | | | | | | P | | | P | P | | |
| Skating rink | P | | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | |
| Sports complex/athletic field | P | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | | | |
| Swimming pool | | | | | | | | | | | | | | | | | | | | | | C | C | C | P | C | C | | | | C |
| Water park | | | | | | | | | | | | | | | | | | | | | | | | | C | | C | | | | |
| **Camps, Camping, and Related Establishments** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Camps, camping, and related establishments | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | | | |
| **Natural and Other Recreational Parks** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Park or playground (public and nonpublic) | | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | C | | | C |
| **Education, Public Administration, Health Care and Other Institutions** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Educational Services** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| College, university, or seminary | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | | | C | | C | C | C | C | C | C | C | | | C |
| Fine art and performance education | P | | | | | | | | | | | | | | | C | C | | C | C | C | C | C | C | C | C | C | | | C |
| Library or public arts complex | P | | | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | | C | C | C | C | C | C | C | | | C |
| Nursery school | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | | C |
| Preschool | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | | C |
| Primary and secondary school | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | | C | C | C | C | C | C | C | | | C |
| School, business professional | P | | | | | | | | | | | | | | | C | C | | C | C | C | C | C | C | C | C | C | | | C |
| School, technical or trade | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | | | |
| **Public Administration - Government** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Criminal justice facility | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | |
| Detention facility | P | | | | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | |
| Government office | | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | P | P | P | | | | P |
| **Public Safety** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Emergency response station | P | | | | | | | | | | | | | | | | | C | P | P | P | P | P | P | C | P | P | P | P | | P |
| Fire and rescue station | | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | P | C | P | P | P | P | P | P | P | P | P | P | P | | P |
| Police station | P | | | | | | | | | | | | | | | | | | C | C | C | C | C | C | C | C | C | C | C | C | | C |
| Police substation (no incarceration) | | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | P | C | P | P | P | P | P | P | P | P | P | P | P | P | | P |
| **Health and Human Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Community health and welfare clinic | P | | | | | | | | | | | | | | | | | | | | | C | C | C | C | C | C | | | | |
| Diagnostic laboratory testing facility | P | | | | | | | | | | | | | | | | | C | | C | C | C | P | C | P | | | | | | |
| Doctor office and clinic | | | | | | | | | | | | | | | | | P | P | | P | P | P | P | P | P | P | | | | P |
| Hospice residential care facility | P | | | | | | | | | | | | | | | | | P | | P | P | P | P | P | P | | | | | P |
| Hospital | | | | | | | | | | | | | | | | | | C | | P | P | P | P | P | P | | | | | P |
| Mental health hospital | P | | | | | | | | | | | | | | | | | C | | C | C | C | C | C | C | | | | | | |
| Nursing home | | | | | | | | | | | | | | | | | | C | | C | C | C | C | | | | | | | C |
| Substance abuse treatment facility | P | | | | | | | | | | | | | | | | | C | | C | C | C | C | | | | | | | |
| Substance abuse treatment facility (outpatient only) | | | | | | | | | | | | | | | | | | | | C | C | C | P | | P | P | | | | |
| **Social Assistance, Welfare, and Charitable Services** | P | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | |
| Child and youth services (office) | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | | | | | | P |
| Day care Home (12 or less) | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | | | | | | | | | | | | |
| Day care center | P | | | | | | | | | | | | | | | | C | | | C | C | C | C | C | C | C | C | | | C |
| Shelter for abused persons | P | | | | | | | | | | | | | | | | | | | C | C | C | C | C | C | | | | | |
| Community food services | P | | | | | | | | | | | | | | | | | | | | | | C | C | C | | | | | |
| Emergency and relief services | P | | | | | | | | | | | | | | | | | | | | P | P | P | | P | | | | | |
| Family support services | P | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | | |
| Senior citizen center | P | | | | | | | | | | | | C | C | C | C | C | | C | C | C | C | C | C | P | | | | | C |
| Vocational rehabilitation | | | | | | | | | | | | | | | | | | | | | | | C | | C | C | | | | |
| **Religious Institutions** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Church, synagogue, temple, mosque | P | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | C | | C | C | C | C | C | C | C | C | | | | | C |
| Rectory, convent, monastery | | | | | | | | | | | | | C | C | C | C | C | | C | A | A | A | A | A | A | A | | | | | A |

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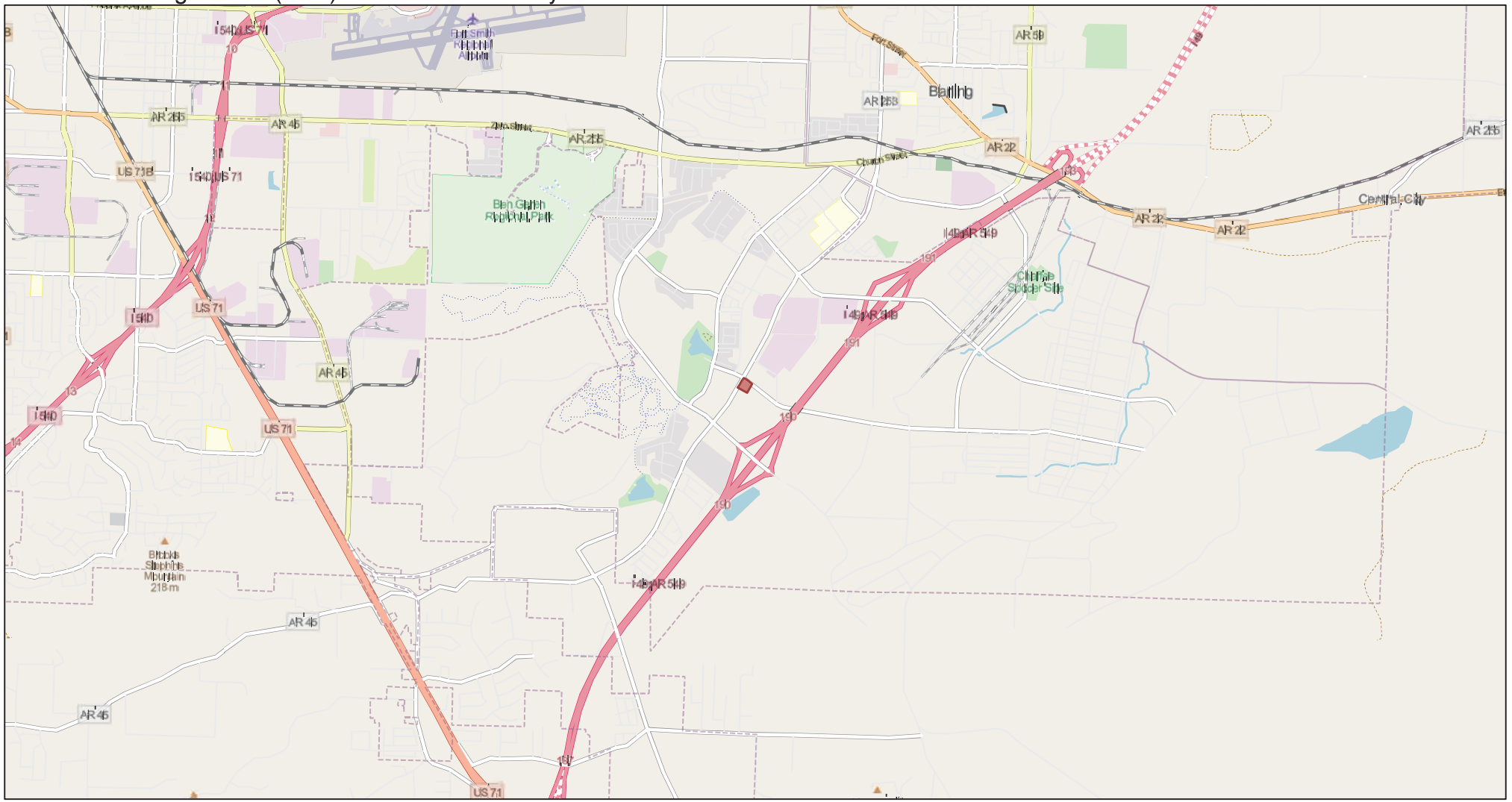
| **Note: educational/hospital facilities owned or run by** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **religious institutions are classified by use not ownership** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wedding chapel | | | | | | | | | | | | | | | | | | P | | | | P | P | P | P | P | P | | | P |
| **Death Care Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cemetery, mausoleum, crematorium, funeral home, & mortuary | | | | | | | | | | | | | | | | | | | | | | C | C | C | C | | C | | | |
| Monument (manufacturing) | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | | |
| Monument (sales) | | | | | | | | | | | | | | | | | | | | | | P | P | P | P | | P | P | | P |
| **Associations, Nonprofit Organizations** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lodge or fraternal organization | | | | | | | | | | | | | | | | | | C | | | | C | C | C | C | C | P | P | | C |
| **Construction-Related Businesses** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contractor's office | | | | | | | | | | | | | | | | | | | P | P | P | P | P | P | P | P | P | P | P | P | P |
| Contractor's shop and storage yard | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| Glass sales and service | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | P | | |
| Landscaping contractor | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| Sign contractor | | | | | | | | | | | | | | | | | | | | | | | | | C | | P | P | P | | |
| **Mining and Extraction Establishments** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coal mining | | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | |
| Metallic mining | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| Non-metallic manufacturing and mining | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| **Agriculture, Forestry, Fishing, and Hunting** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grain storage and processing | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | P | | |
| Livestock yard, feed lot, holding pens, and auction facility | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | | |
| Commercial grower | | | | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | |
| **Tanning and Slaughtering of Animals or Fowl** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Animal slaughter and processing | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | C | | |
| **Note: Section 4-5 of the Fort Smith Municipal Code prohibits** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **the collection or keeping of hogs or swine within the** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Fort Smith city limits** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Forestry and Logging** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Fishing, Hunting and Trapping, Game Preserves** | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Taxidermy shop | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | P | | | |

Rezoning #18-10-26 - A request by Mickle Griffin, LLC, agent for New Bridge Investments, LLC, for a zoning request from not zoned to Planned Zoning District (PZD) at 8501 Chad Colley Boulevard




9/23/2026, 4:49:56 PM

1:50,950

0 0.5 1 2 mi

0 0.75 1.5 3 km

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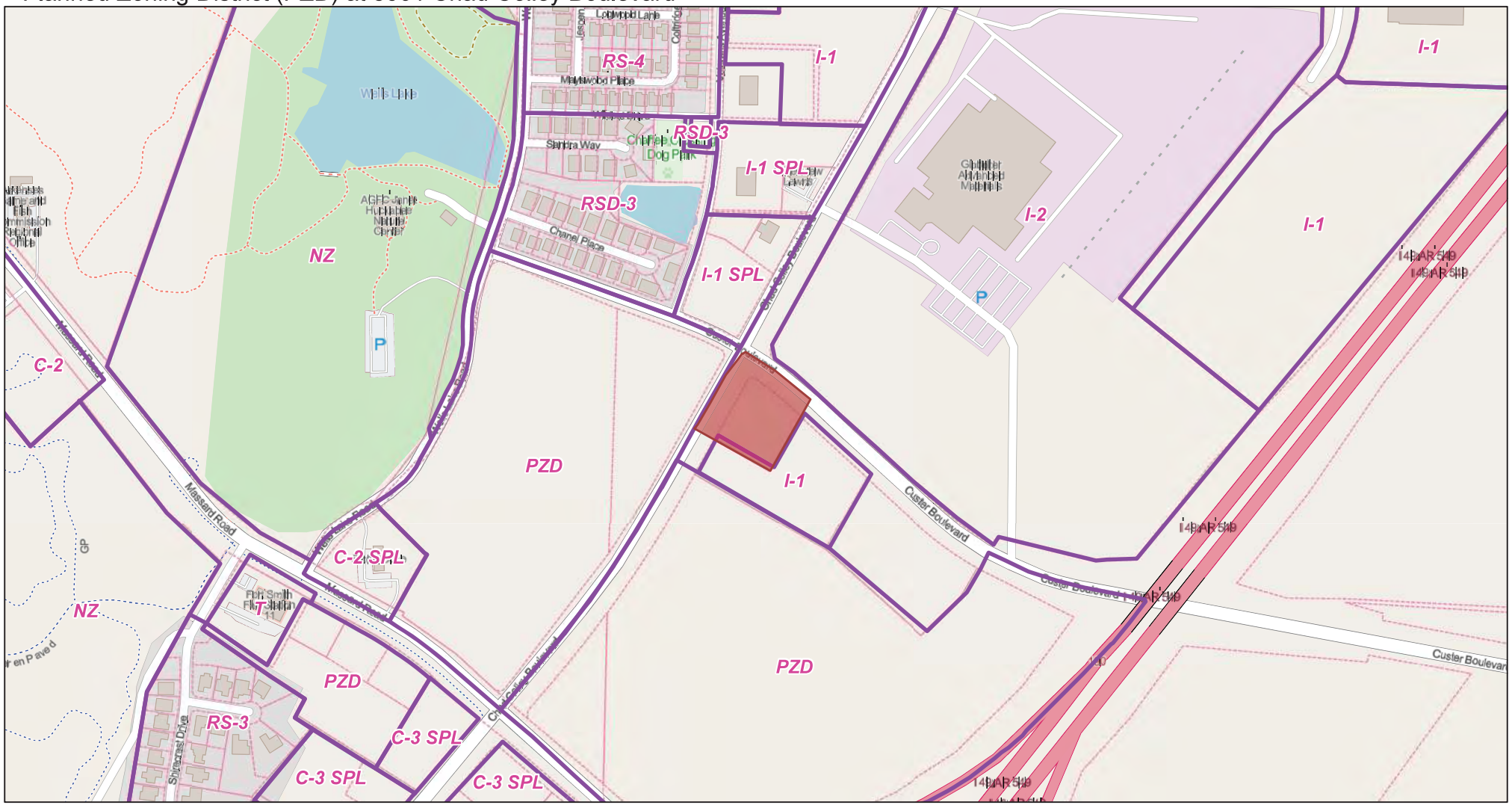
Rezoning #18-10-26 - A request by Mickle Griffin, LLC, agent for New Bridge Investments, LLC, for a zoning request from not zoned to Planned Zoning District (PZD) at 8501 Chad Colley Boulevard




9/23/2026, 4:48:36 PM

Zoning

Parcels

1:6,369

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #18-10-26 - A request by Mickle Griffin, LLC, agent for New Bridge Investments, LLC, for a zoning request from not zoned to Planned Zoning District (PZD) at 8501 Chad Colley Boulevard




9/23/2026, 4:47:16 PM

Parcels

Roads

1:3,184

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

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# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Maggie Rice, Deputy City Administrator

**DATE:** October 23, 2026

**SUBJECT:** Rezoning #19-10-26 from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier and 5401 South 29th Street

## SUMMARY

On October 13, 2026, the Planning Comision held a public hearing to consider the subject rezoning application. The property, containing an area of 0.16 acres, is located on the southeast corner of Xavier Street and South 29th Street. The proposed zoning to Residential Single Family High Density (RS-4) allows for the existing single-family residences to be conforming with the zoning district and facilitates subdividing the property into two (2) lots with a single-family residence located on each lot.

A neighborhood meeting was held on September 30, 2026, at 5:00 P.M. One neighboring property owner attended the meeting and expressed no concerns regarding the request. Additionally, staff received a phone call from an adjacent property owner in opposition stating the request would decrease his property value. A copy of the meeting minutes and attendance sheet is on file. At the Planning Commission meeting Ms. Rebecca Aird of Brixey Engineering was present to represent the item. There were none present to speak in favor or opposition of the item.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the zoning map.

Please contact me if you have any questions.

## ATTACHMENTS

1. 2908_Xavier_and_29_ORD.pdf
2. Backup ITEM ID 3192.pdf

**ORDINANCE NO. _____**

**AN ORDINANCE REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP**

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**WHEREAS,** the City Planning Commission held a public hearing upon request No. 19-10-26 to rezone certain property hereinafter described, and, having considered said request, recommended on October 13, 2026, that said change be made;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:**

**SECTION 1:** The following property to-wit:

Lot 16, Block 5, South Fort Smith, Fort Smith, Sebastian County, Arkansas, more commonly known as 2908 Xavier Street and 5401 South 29th Street,

is hereby rezoned from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4). The zoning map of the City of Fort Smith is hereby amended to reflect said zoning.

**SECTION 2:** It is hereby found and determined that the adoptions of this amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City require that the above amendment be effective, and the amendment is hereby made effective, as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

**APPROVED:**

_____
**MAYOR**

**ATTEST:**

_____
**CITY CLERK**

**APPROVED AS TO FORM:**

_____
**PUBLISHED 1 TIME**

**PLANNING COMMISSION &**
**BOARD OF ZONING ADJUSTMENT AGENDA**
**BLUE LION DOWNTOWN, 101 NORTH 2nd ST**
**October 13, 2026, 5:30 P.M.**
**Minutes**

Before calling the meeting to order Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, David Tyler, Kelly Wilson, Rod Coleman, Jackson Mendenhall, Ret Taylor, Griffin Hanna, and Shaun McCaffrey.

Chairman McCaffrey called for a motion on the September 8th, 2026, meeting minutes. Commissioner Jackson Mendenhall moved, seconded by Commissioner Vicki Newton to approve of the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1. **Variance # 28-10-26- A request by Brixey Engineering, agent for Araceli Rodriguez, for the following variances in a proposed Residential Single Family High Density (RS-4) zone:**

    - **From 20 feet to 12 feet front yard setback at 5401 South 29th Street**
    - **From 20 feet to 12 feet exterior side yard setback at 5401 South 29th Street**
    - **From 5 feet to 1 feet side yard setback at 5401 South 29th Street**
    - **From 5,000 s.f. to 3,732 s.f. minimum lot size at 5401 South 29th Street**
    - **From 10 feet to 0 feet rear yard setback at 2908 Xavier Street**
    - **From 5 feet to 3 feet side yard setback at 2908 Xavier Street**
    - **From 5,000 s.f. to 3,135 s.f. minimum lot size at 2908 Xavier Street**

Chairman McCaffrey introduced item 13 with companion item0 14. Mr. Miller delivered the staff report stating that approval of the variance and companion rezoning request will bring the existing development into conformance with the zoning code and facilitate the platting of the property into two (2) individual lots with a single-family residence on each lot. Mr. Miller also stated that staff received an email the day of the meeting from property owner Justin Wisdom Principal for SSI in opposition to request. Mr. Wisdom stated that approval would affect his current property values located to the south and north.

Commissioner Kelly Wilson asked if only single-family homes are allowed or if approval will allow for duplexes. Mr. Miller stated that a condition for approval did not permit duplexes on the smaller lots.

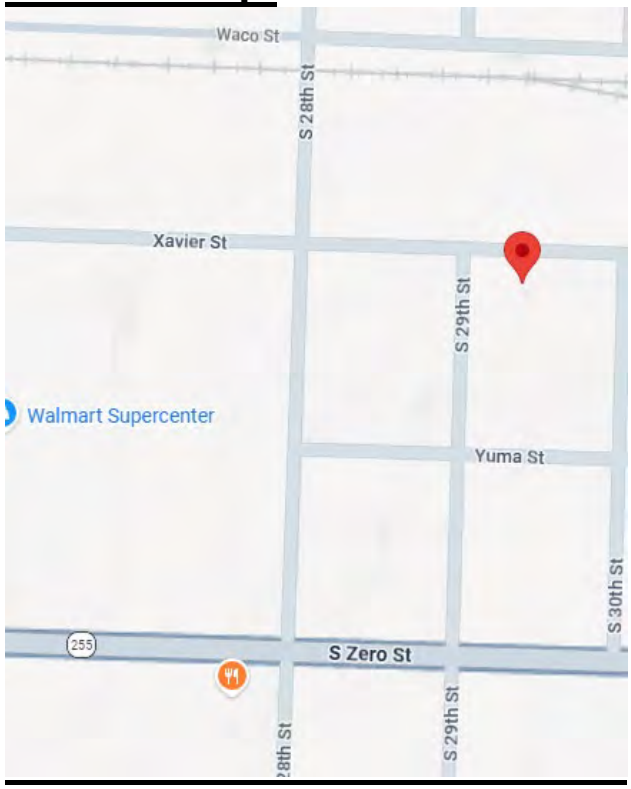
With no additional comments or questions, Chairman McCaffrey called for a motion on item 13. Commissioner Hanna moved to approve with staff comments, seconded by Commissioner Wilson.

Chairman McCaffrey called for a vote on item 13. The vote was eight (8) in favor and zero (0) opposed.

2. **Rezoning #19-10-26- A request by Brixey Engineering, agent for Araceli Rodriguez, for a zone change from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier Street and 5401 South 29th Street**

With no additional ‘comments or questions, Chairman McCaffrey called for a motion on item 5. Commissioner Hanna moved to approve with staff comments, seconded by Commissioner Newton.

Chairman McCaffrey called for a vote on item 14. The vote was eight (8) in favor and zero (0) opposed.

| | |
|---|---|
| **Fort Smith Planning Commission** | **Item Number:**<br>**Rezoning #19-10-26**<br><br>**Hearing Date: October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Owner and Applicant Information:**<br>Applicant: Brixey Engineering<br><br>Owner: Araceli Rogriguez |
| **Location Map:**<br> | **Applicant Proposal:**<br>Address: 5401 South 29th Street and 2908 Xavier Street<br><br>Present Use: Single family residences<br><br>Summary: Zone change request from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4)<br><br>Total Tract Size: 0.16 Acres<br><br>Location: Southeast corner of Xavier Street and South 29th Street |
| **Existing Zoning:**<br>C-5<br>**Master Land Use Plan**:<br>Residential Detached | **Staff Recommendation:**<br><br>Approval |

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Rezoning #19-10-26 - A request by Brixey Engineering, agent for Araceli Rodriguez, for a zone change from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier Street and 5401 South 29th Street

## PROPOSED ZONING

Approval of the rezoning and companion variance will facilitate re-platting the property into two (2) lots with a single-family residence located on each lot.

## LOT LOCATION AND SIZE

The subject property is located on the southeast corner of Xavier Street and South 29th Street. The tract contains an area of 0.16 acres with 140 feet of street frontage along Xavier Street and 50 feet of street frontage along South 29th Street.

## REQUESTED ZONING

The proposed zoning on this tract is Residential Single Family High Density (RS-4). Characteristics of this zone are as follows:

### Purpose:

To provide very dense single family detached housing as either new or infill development. The RS-4 zoning district is appropriate in higher density residential areas near the downtown, in mixed use/density areas, and as a transitional buffer zone between lower density residential development and multifamily or commercial uses. The RS-4 zoning district corresponds to the Residential Detached, Mixed Use Residential, and Mixed-Use Employment category of the Master Land Use Plan.

### Permitted Uses:

Single-family dwellings and family group homes are examples of permitted uses.

**Conditional Uses:**

Commercial communication towers, amateur radio transmitting towers, golf course, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery schools, police and fire stations, daycare homes and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 5,000 square feet
Maximum Density – 8.7 Dwelling Units/Acre
Minimum Lot Width at Building Line – 50 feet
Minimum Street Frontage – 20 feet
Front Yard Setback - 20 feet
Side Yard on Street Side of Corner Lot - 20 feet
Side Yard Setback – 5 feet
Rear Yard Setback - 10 feet
Minimum building separation – 10 feet
Maximum Height - 35 feet (1+1)
Maximum Lot Coverage - 65%

**EXISTING ZONING**

The existing zoning on this tract is Commercial Heavy (C-5).
Characteristics of this zone are as follows:

**Purpose:**

To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed-Use Employment classification of the Master Land Use Plan.

**Permitted Uses:**

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-5 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

**Conditional Uses:**

Orphanage, dormitory, sorority, fraternity, auto vehicle impoundment or holding yard, auto body shop, medical laboratory, beer garden, restaurants with outdoor dining, pet cemetery, bus station, utility substations, museum, parks, educational facilities, police station, community food service, nursing home and churches are examples of uses permitted as conditional uses.

## Area and Bulk Regulations:

Minimum Lot Size – 14,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 14,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 20 feet
Rear Yard Setback - 20 feet
Side/Rear (adjoining SF Residential District/Development) – 30 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Minor Arterial or higher

## SURROUNDING ZONING AND LAND USE

| Direction | Land use | Zoning |
|---|---|---|
| North | Contractor's Shop & Storage Yard | I-1, Industrial Light |
| East | Undeveloped | C-5, Commercial Heavy |
| South | Contractor's Shop & Storage Yard | C-5, Commercial Heavy |
| West | Single Family Residence | C-5, Commercial Heavy |

## MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies both Xavier Street and South 29th Street as local roads.

## MASTER LAND USE PLAN

The Master Land Use Plan classifies the site as Residential Detached. This classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.

## NEIGHBORHOOD MEETING

A neighborhood meeting was held on September 30, 2026, at the Campbell Board Room of the Fort Smith Public Library. One neighboring owner attended the meeting and expressed no concerns regarding the request.

## STAFF COMMENTS

The two (2) existing single-family dwellings were constructed on a single lot. The applicant is requesting to subdivide the property allowing each single-family dwelling to be located on an individual lot. Lot 16A will be 3,732 s.f. in area with an existing approximately 1,589 s.f. single-family dwelling, and Lot 16B will be 3,135 s.f. with an existing 631 s.f. single-family dwelling. Staff considers the rezoning to be corrective in nature.

## STAFF RECOMMENDATIONS

Staff recommends approval.

# Application Summary

## Application Type

- **Conventional Rezoning**
- **Zoning Variance**

## Site Location

- Address:5401 S 29TH ST, FORT SMITH, AR 72901; 2908 XAVIER ST, FORT SMITH, AR 72901;
- Legal Description:LOT 16 BLK 5
- Parcel:17162-0016-00005-00;
- Site Area (acres):0.16
- Current Zoning:Commercial Heavy (C-5)
- Requested Zoning (if applicable):Residential Single Family High Density (RS-4)

## Applicant

- Name:Brixey Engineering & Land Surveying Inc.
- Address:P.O. Box 6180,Fort Smith, AR 72906
- Phone:(479) 646-6394
- Email:[redacted]

## Agent

- Name:
- Address:
- Phone:
- Email:

## Details

- Parent lot contains two SF residences. Applicant is requesting a two-lot split (re-plat) creating a separate lot for each residence. In order to re-plat, rezoning from C-5 to RS-4 and variances for existing structures and for proposed minimum lot sizes are necessary.

The City of Fort Smith ARKANSAS

Application updated January 2022

# CITY OF FORT SMITH, ARKANSAS
# Rezoning

| | |
|---|---|
| ***FOR STAFF USE ONLY*** | ***FEE: $350*** |
| *Date Application Submitted:* | *Zone:* |
| *Date Accepted as Complete:* | |
| *Project Number:* | |
| *Public Hearing Date:* | |

**Application:**

**Indicate one contact person for this request:** ☐ **Applicant** ☑ **Agent**

***Applicant (person making request):***

Name: ARACELI RODRIGUEZ

E-mail: r_araceli93@yahoo.com

Address: 132 BARTLET ROAD, CHOUDRANT, LA 71227

Phone: 318-278-9233

Fax:

***Agent (engineer, surveyor, realtor, etc.):***

Name: BRIXEY ENGINEERING & LAND SURVEYING

E-mail: becky@brixeyeng.com

Address: P.O. BOX 6180, FORT SMITH AR 72906

Phone: 479-646-6394 EXT 4

Fax:

Site Address / Location: 5401 S. 29TH & 2908 XAVIER STR

Current Zoning District: C-5

Requested Zoning District: RS-4

Assessor's Parcel Number(s) for property: 17162-0016-00005-00

Total Acreage: 0.16

Legal Description of property: South Fort Smith, Lot 16, Block 5

Attach legal description in

word format.

NA Restrictive Covenants Apply (attach to application)

Companion items:

NA Development Plan ($100 when submitted with another application) Final plat accompanies application.

NA Master Land Use Plan Map Amendment ($100 when submitted with a rezoning)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

Describe Proposed Zoning Request, including the development of any construction on the property:

Property is currently within Zone C-5 and contains two separate residences. No new construction is proposed. Owner wishes to split the property to provide independent lots for each existing residence.

***PROPERTY OWNER(S) / AUTHORIZED REPRESENTATIVE***: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

| Name and Signature | Date |
|---|---|
| Rebecca Bird | 9-11-26 |
| BRIXEY ENGINEERING & LAND SURVEYING | |
| | |
| | |

The City of Fort Smith ARKANSAS

PLANNING DEPARTMENT

REZONING

Received 9/11/26

## AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a rezoning by application do hereby authorize BRIXEY ENGINEERING & LAND SURVEYING to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

| NAMES OF ALL OWNERS. | SIGNATURE OF ALL OWNERS. |
|---|---|
| 1. ARACELI RODRIGUEZ | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |

*This form is necessary only when the person representing this request does not own all the property.*

Application updated July 2021

## LIST OF OWNERS OF ALL PROPERTY TO BE REZONED

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

| NAME | ADDRESS |
|---|---|
| ARACELI RODRIGUEZ | 5401 S 29TH STREET, FORT SMITH |
| 132 BARTLET ROAD, CHOUDRANT LA 71227 | 2908 XAVIER STREET, FORT SMITH |
| | |
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| | |

September 30, 2026

MINUTES OF NEIGHBORHOOD MEETING
REZONE APPLICATION AND VARIANCE APPLICATION
SOUTH FORT SMITH BLOCK 5 LOT 16
5401 S. 29th STREET AND 2908 XAVIER

At 5:30 P.M. on Wednesday, September 30, 2026, a Neighborhood Meeting was held in the Campbell Board Room of the Fort Smith Public Library, 3201 Rogers Avenue, Fort Smith to discuss a Rezoning application with a Variance request of reduced lot sizes and reduced setback lines to facilitate replatting the property as two separate lots to accommodate the existing residences which are legally non-conforming.

The Neighborhood Meeting was called to allow the neighboring property owners the opportunity to ask questions and to comment on the proposal.

The City of Fort Smith was represented by Sara Rahmani of the Planning Department. Rebecca Aird represented the project engineering firm of Brixey Engineering & Land Surveying, Inc.

The meeting was attended by Vallerie Norrs-Norried of 5406 S. 30th Street. She stated that she was attending to be well informed as she did not intend to attend the upcoming City meeting.

Mr. Aaron Borengaser of 5413 S. 28th Street phoned the office of Rebecca Aird, Brixey Engineering & Land Surveying, Inc. at 8:00 am on September 30, 2026 to inquire if the rezone would affect the zoning of neighboring properties and was assured that the zone change was only for the subject Lot. He was satisfied.

The meeting adjourned at 6:00 P.M.

## Attendance List for Neighborhood Meeting

List the names, addresses telephone numbers and email of all residents/property owners who attended the meeting. Neighborhood Associations within 300 feet shall aslo be notified Section 27-337-5. Property Owner list for variances is adjacent and contiguous.

**Meeting Location** Campbell Room Fort Smith Public Library

**Meeting Time & Date** September 30, 2026 5:30pm

**Meeting Purpose** 5401 S. 29TH Street Rezone & Variance

| Name | Address | Phone | Email |
|---|---|---|---|
| Valerie Norris-Norred | 5406 So. 30th. | | |
| Sara Rahmani | 623 Garrison Ave | | Sararahmani@fortsmithar.gov |
| Rebecca Ard | P.O. Box 6186 FS 72906 | 479-646-6394 | becky@brixeyes.com |
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**From:** Miller, Perry
**To:** Norris, Amanda; vicki.newton@gmail.com; david@ghancooper.com; kelly@beshearsconstruction.com; rcoleman@erc.com; jackson@seiterwright.com; ret@hargravetaylor.com; ghanna@hannaog.com; shaun1962@cox.net
**Cc:** Planning Email Group
**Subject:** 2908 Xavier and 5401 South 29th Street Variance and Rezoning for October PC Voting Session
**Date:** Tuesday, October 13, 2026 2:39:00 PM
**Attachments:** image001.png
image002.png
image003.png

Justin Wisdom, Principal for Structural Systems Incorporated (SSI), called in opposition to the variance and rezoning request. He stated that the change in zoning fromC-5 to residential would decrease his property value. The business currently owns the property located to the south and north of the subject property located in red as shown below.

A copy of this email will be at your place settings for this evening's meeting.



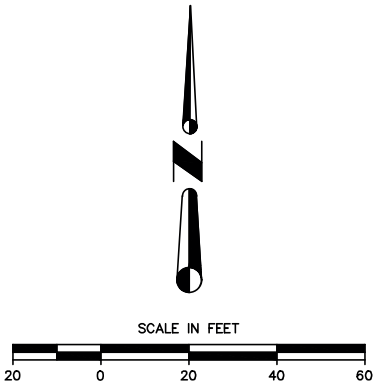

**Tyler Miller**
Deputy Director, Planning
623 Garrison Avenue, Room 331
**Phone**: (479)784-2241
Email: pmiller@fortsmithar.gov
Web: www.fortsmithar.gov

**From:** Norris, Amanda <Amanda.Norris@fortsmithar.gov>
**Sent:** Tuesday, October 13, 2026 8:54 AM
**To:** vicki.newton@gmail.com; david@ghancooper.com; kelly@beshearsconstruction.com; rcoleman@erc.com; jackson@seiterwright.com; ret@hargravetaylor.com; ghanna@hannaog.com; shaun1962@cox.net
**Cc:** Planning Email Group <Planning@FortSmithAR.gov>
**Subject:** October PC Voting Session

Hello,
As a reminder, the Planning Commission will meet this evening at 5:30 p.m. at the Blue Lion Downtown, located at 101 North 2nd Street.

DEDICATIONS

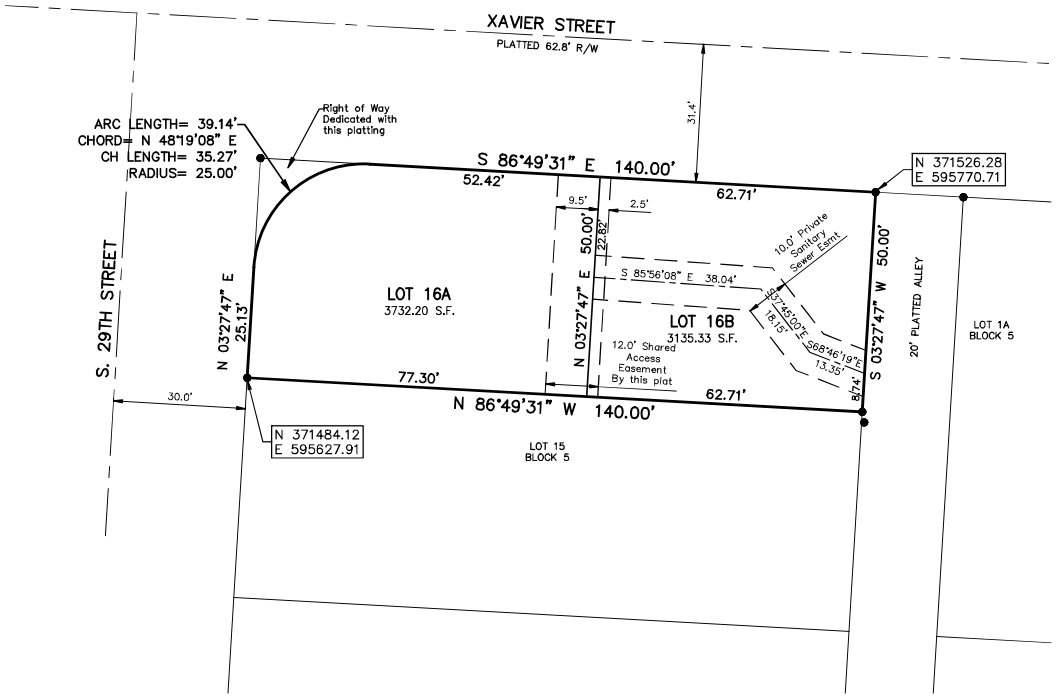
The right-of-way as shown on this plat is hereby dedicated to the City of Fort Smith ("City") for the public use. The easements shown on this plat are hereby dedicated to the City for utility, drainage, access and other purposes. Any easement designated as a "utility easement" is dedicated to the City for the installation, operation and maintenance of City owned utilities and utilities, including cable TV, operated by utility companies having a franchise agreement with the City. The City and City franchised utility companies shall have access through and along designated easements for their personnel and equipment at all times with the authority to cut down and keep trimmed from the dedicated easements trees, hedges and shrubs that may interfere with or endanger such utilities. In the event that fencing of individual lots is desired, gates that provide free ingress and egress to, and within, the dedicated easement shall be provided.




BASIS OF BEARING: Assumed Grid North by Global Positioning System Data.

NOTES:

1. Each lot corner to be marked by an existing monument or by a set 1/2" iron pin with a yellow cap stamped LS 1654.
2. Right of way, Alley and any easement depicted are per previous filed plat or are to be recorded by this plat. No Title search was provided to the surveyor.
3. From the Flood Insurance Rate Map for Sebastian County, Arkansas and Incorporated Areas, FEMA Map No. 05131C0110F, Effective March 02, 2012, this property does not lie in a designated flood hazard area.




# SOUTH FORT SMITH

# BLOCK 5 LOTS 16A & 16B

BEING A REPLAT OF SOUTH FORT SMITH BLOCK 5 LOT 16
CITY OF FORT SMITH
SECTION 34, T-08-N, R-32-W,
SEBASTIAN COUNTY, ARKANSAS

SEPTEMBER 2026

PARENT TRACT DESCRIPTION

South Fort Smith, Block 5 Lot 16 as filed for record March 03, 1910, Fort Smith, Sebastian County, Arkansas, containing 0.16 Acre.

*PLANNING COMMISSION APPROVAL*

*Chairman* _____ *Date* _____

*Secretary* _____

*ALLOTTERS:*

_____
*ARACELI RODRIGUEZ*
_____

*STATE OF* _____
*COUNTY OF* _____

*Sworn to and subscribed before me this day* _____

*Notary Public* _____

*My Commission Expires* _____

*FILED FOR RECORD*

*CERTIFIED CORRECT:*

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER NO. 11490 CHAD BRIXEY

*Chad N. Brixey*
*Registered Professional Engineer*
*Arkansas Reg. No. 11490*

REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF ARKANSAS NO. 1654 SIGNATURE CHAD BRIXEY

*Chad N. Brixey*
*Registered Land Surveyor*
*Arkansas Reg. No. 1654*

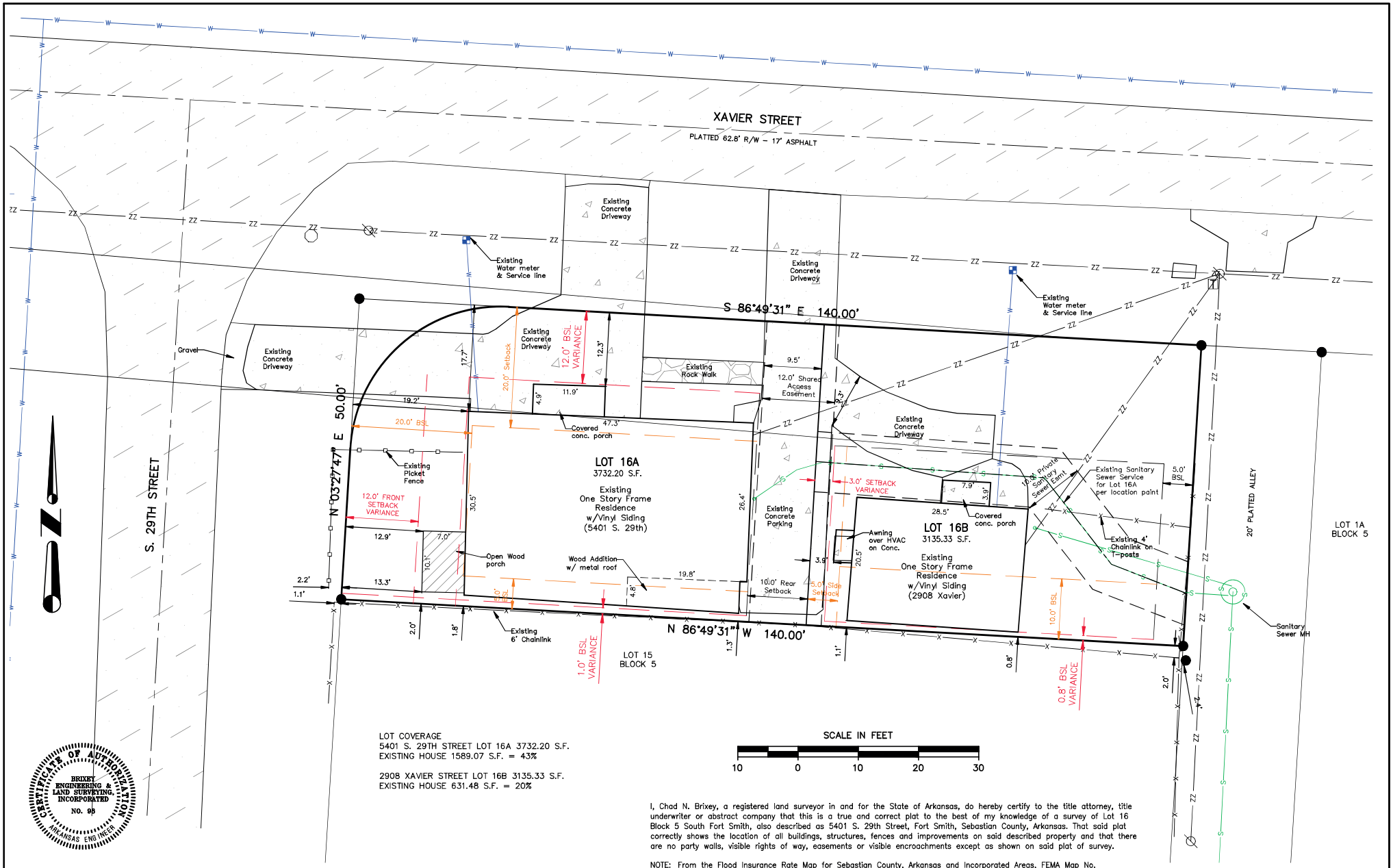
CERTIFICATE OF AUTHORIZATION BRIXEY ENGINEERING & LAND SURVEYING, INCORPORATED NO. 98 ARKANSAS ENGINEER

LEGEND
Set Iron Pin ⊙
Exist. Iron Pin ●

© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2026
Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.

**Brixey Engineering & Land Surveying, Inc.**
Land Surveyors – Consulting Engineers
P.O. Box 6180 Ft. Smith, Ark. 72906 (479)646-6394

G:\SURVEY26\26-0225 ARACELI\26-0225 C3D.dwg




LOT COVERAGE
5401 S. 29TH STREET LOT 16A 3732.20 S.F.
EXISTING HOUSE 1589.07 S.F. = 43%

2908 XAVIER STREET LOT 16B 3135.33 S.F.
EXISTING HOUSE 631.48 S.F. = 20%

SCALE IN FEET
10 0 10 20 30

I, Chad N. Brixey, a registered land surveyor in and for the State of Arkansas, do hereby certify to the title attorney, title underwriter or abstract company that this is a true and correct plat to the best of my knowledge of a survey of Lot 16 Block 5 South Fort Smith, also described as 5401 S. 29th Street, Fort Smith, Sebastian County, Arkansas. That said plat correctly shows the location of all buildings, structures, fences and improvements on said described property and that there are no party walls, visible rights of way, easements or visible encroachments except as shown on said plat of survey.

NOTE: From the Flood Insurance Rate Map for Sebastian County, Arkansas and Incorporated Areas, FEMA Map No. 05131C0110F, Effective March 02, 2012, this property does not lie in a designated flood hazard area.

CERTIFICATE OF AUTHORIZATION
BRIXEY ENGINEERING & LAND SURVEYING, INCORPORATED
NO. 98
ARKANSAS ENGINEER

© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2026
Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.

**BRIXEY ENGINEERING & LAND SURVEYING, INC.**
CONSULTING ENGINEERS -- LAND SURVEYORS
5223 East Highway 45 P.O. Box 6180 Fort Smith, Arkansas 72906 (479) 646-6394

| LEGEND | |
|---|---|
| Computed Point | ⊗ |
| Set 1/2" Iron Pin | ● |
| Exist. 1/2" Iron Pin | ● |
| Set R.R. Spike | ⊠ |
| Exist. R.R. Spike | ⊠ |
| Set Nail | ⊗ |
| Exist. Nail | ⊗ |
| Exist. Stone | □ |
| Exist. Monument | △ |
| Exist. Fence | —x— |

223

| Revisions: |
|---|
| 09/22/2026 BSL Variance dims |
| |
| |
| |
| |

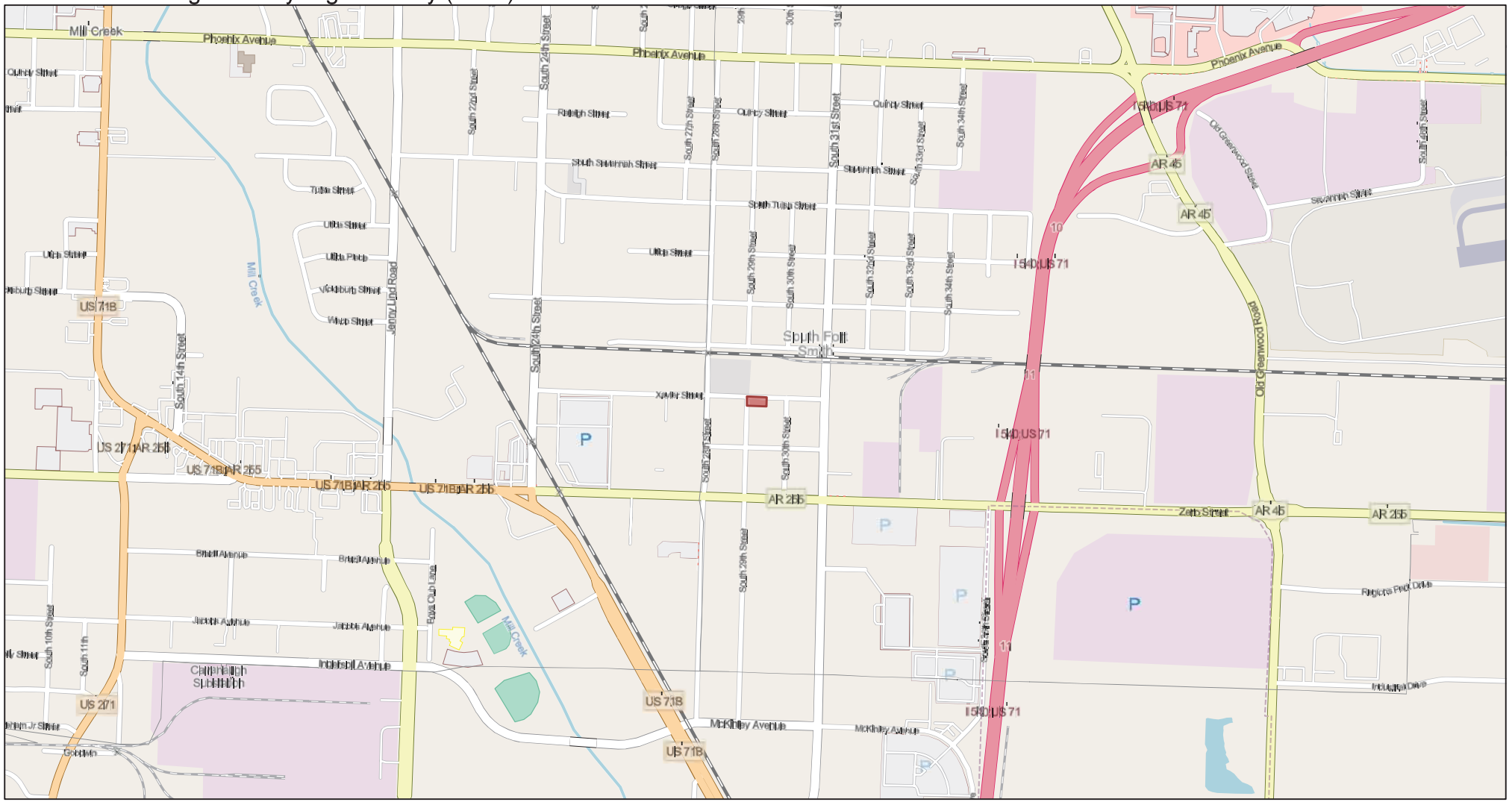
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1654
SIGNATURE
CHAD BRIXEY

G:\SURVEY26\26-0225 ARACELI\26-0225 C3D.dwg

# FINAL SURVEY
SOUTH FORT SMITH
LOT 16 BLOCK 5
CITY OF FORT SMITH
SEBASTIAN COUNTY, ARKANSAS
Prepared For: Araceli Rodriguez

| | |
|---|---|
| Date: | 09/04/2026 |
| Drawn By: | RJA |
| Computed by: | CN |
| Job No. | 26-0225 |

Rezoning #19-10-26- A request by Brixey Engineering, agent for Araceli Rodriguez, for a zone change from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier Street and 5401 South 29th Street




9/22/2026, 11:35:53 AM

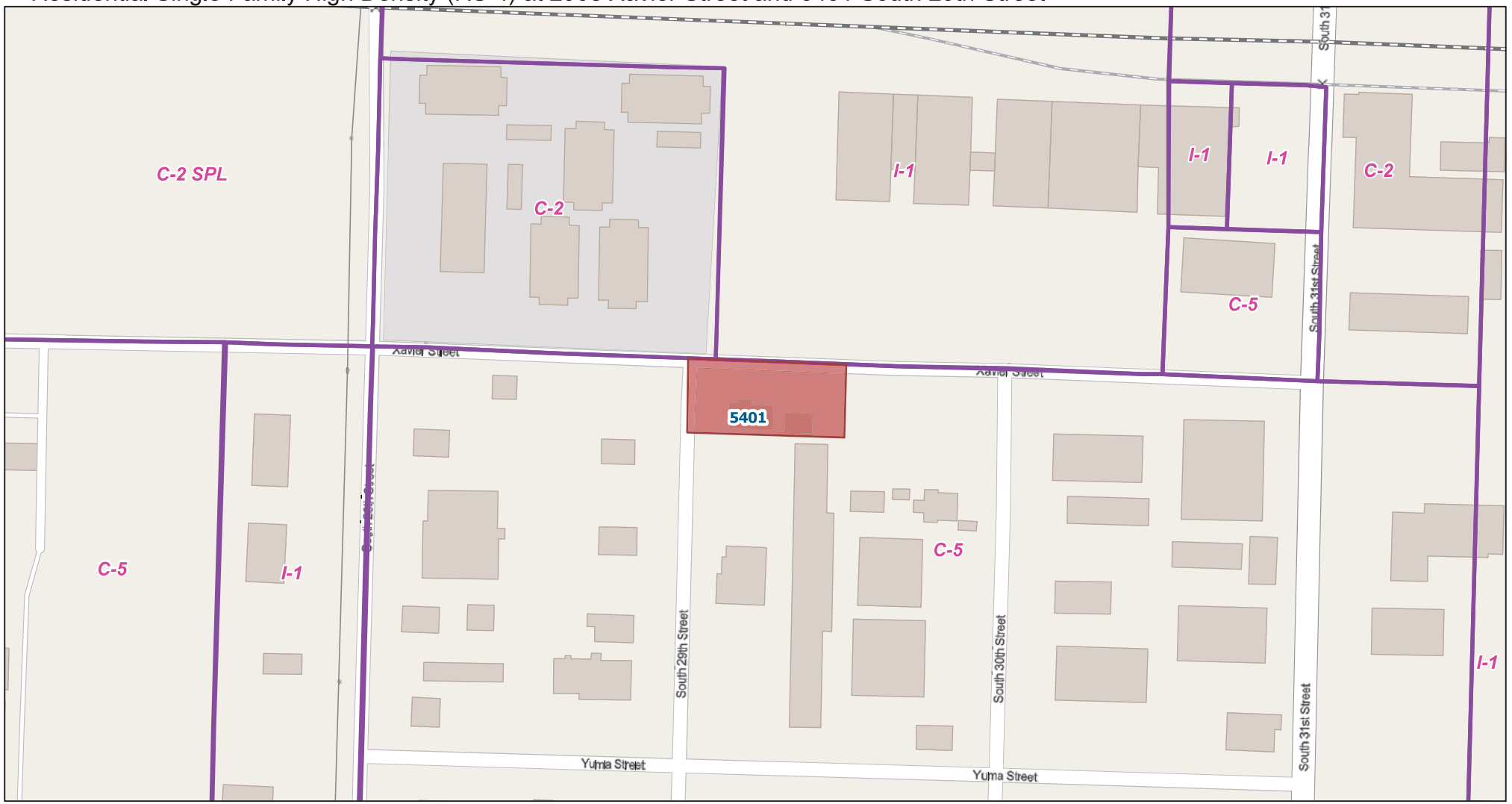
1:12,738

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #19-10-26- A request by Brixey Engineering, agent for Araceli Rodriguez, for a zone change from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier Street and 5401 South 29th Street




9/22/2026, 11:34:19 AM

Zoning

Addresses

1:1,592

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #19-10-26- A request by Brixey Engineering, agent for Araceli Rodriguez, for a zone change from Commercial Heavy (C-5) to Residential Single Family High Density (RS-4) at 2908 Xavier Street and 5401 South 29th Street




9/22/2026, 11:32:56 AM

Addresses

Subdivisions

Roads

1:796

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Maggie Rice, Deputy City Administrator

**DATE:** October 23, 2026

**SUBJECT:** Rezoning #15-10-26 from Commercial Light (C-2) to Commercial Heavy (C-5) at 6812 Phoenix Avenue

## SUMMARY

On October 13, 2026, the Planning Comision held a public hearing to consider the subject rezoning application. The property, containing an area of 0.77 acres, is located on the southwest corner of Phoenix Avenue and South 69th Street. The proposed zoning to Commercial Heavy (C-5) allows for the existing structure to be utilized as an auto quick lube business.

A neighborhood meeting was held on September 29, 2026, at 5:15 P.M. onsite. No neighboring property owners attended the meeting. At the Planning Commission meeting Mr. Josh Copeland was present to represent the item. There were none present to speak in favor or opposition of the items.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the zoning map.

Please contact me if you have any questions.

## ATTACHMENTS

1. 6812_Phoenix_Avenue_ORD.pdf
2. Backup ITEM ID 3193.pdf

**ORDINANCE NO._____**

**AN ORDINANCE REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP**

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**WHEREAS,** the City Planning Commission held a public hearing upon request No. 15-10-26 to rezone certain property hereinafter described, and, having considered said request, recommended on October 13, 2026, that said change be made.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:**

**SECTION 1:** The following property to-wit:

Lot 5, Phoenix Commercial Park, an Addition to the City of Fort Smith, Sebastian County, Arkansas, more commonly known as 6812 Phoenix Avenue,

is hereby rezoned from Commercial Light (C-2) to Commercial Heavy (C-5). The zoning map of the City of Fort Smith is hereby amended to reflect said zoning subject to the approved development plan #17-10-26.

**SECTION 3:** It is hereby found and determined that the adoptions of this amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City require that the above amendment be effective, and the amendment is hereby made effective, as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

**APPROVED:**

_____
**MAYOR**

**ATTEST:**

_____
**CITY CLERK**

**APPROVED AS TO FORM:**



_____
**PUBLISHED 1 TIME**

**PLANNING COMMISSION &**
**BOARD OF ZONING ADJUSTMENT AGENDA**
**BLUE LION DOWNTOWN, 101 NORTH 2nd ST**
**October 13, 2026, 5:30 P.M.**
**Minutes**

Before calling the meeting to order Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Vicki Newton, David Tyler, Kelly Wilson, Rod Coleman, Jackson Mendenhall, Ret Taylor, Griffin Hanna, and Shaun McCaffrey.

Chairman McCaffrey called for a motion on the September 8th, 2026, meeting minutes. Commissioner Jackson Mendenhall moved, seconded by Commissioner Vicki Newton to approve of the minutes. The motion carried with no objections.

Maggie Rice, Deputy City Administrator, spoke on the procedures.

1. **Rezoning #15-10-26 – A request by Josh Copeland, owner, for a zone change from Commercial Light (C-2) to Commercial Heavy (C-5) by extension at 6812 Phoenix Avenue**

Chairman McCaffrey introduced item 2 with companion item 3. Tyler Miller delivered the staff report stating the applicant is requesting approval for a zone change to Commercial Heavy (C-5) that will allow for the existing structure to be utilized as an auto quick lube business.

Commissioner David Tyler asked if there would be any outside tire sales on the property. Tyler Miller stated that tire sales are not permitted in the Commercial Heavy (C-5) zone.

With no comments or questions, Chairman McCaffrey called for a motion on item 2. Commissioner Hanna moved to approve with staff comments, seconded by Commissioner Taylor.

Chairman McCaffrey called for a vote on item 2. The vote was eight (8) in favor and zero (0) opposed.

2. **Development Plan #17-10-26 – A request by Josh Copeland, owner, for an auto quick lube in a proposed Commercial Heavy (C-5) zone at 6812 Phoenix Avenue**

With no comments or questions, Chairman McCaffrey called for a motion on item 3. Commissioner Taylor moved to approve with staff comments, seconded by Commissioner Mendenhall.

Chairman McCaffrey called for a vote on item 3. The vote was eight (8) in favor and zero (0) opposed.

| | |
|---|---|
| **Fort Smith Planning Commission** | **Item Number:**<br>**Rezoning #15-10-26**<br><br>**Hearing Date: October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Owner and Applicant Information:**<br><br>Owner: Josh Copeland |
| **Location Map:**<br><br><br> | **Applicant Proposal:**<br><br>Address: 6812 Phoenix Avenue<br><br>Present Use: Vacant Auto Glass Repair<br><br>Summary: Rezoning request from Commercial Light (C-2) to Commercial Heavy (C-5)<br><br>Total Tract Size: 0.77 Acres<br><br>Location: Southwest corner of Phoenix Avenue and South 69th Street. |
| **Existing Zoning:**<br>C-2<br>**Master Land Use Plan**:<br>General Commercial | **Staff Recommendation:**<br><br>Approval |

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Rezoning #15-10-26 – A request by Josh Copeland, owner, for a zone change from Commercial Light (C-2) to Commercial Heavy (C-5) by extension at 6812 Phoenix Avenue

## PROPOSED ZONING

Approval of the request will allow for a zone change to Commercial Heavy (C-5) and allow for the existing structure to be utilized as an auto quick lube business.

## LOT LOCATION AND SIZE

The subject property is on the southwest corner of Phoenix Avenue and South 69th Street. The tract contains an area of 0.77 acres with approximately 230 feet of street frontage along Phoenix Avenue and 125 feet of street frontage along South 69th Street.

## REQUESTED ZONING

The requested zoning on this tract is Commercial Heavy (C-5).
Characteristics of this zone are as follows:

### Purpose:

To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

### Permitted Uses:

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-5 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

**Conditional Uses:**

Orphanage, dormitory, sorority, fraternity, auto vehicle impoundment or holding yard, auto body shop, medical laboratory, beer garden, restaurants with outdoor dining, pet cemetery, bus station, utility substations, museum, parks, educational facilities, police station, community food service, nursing home and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 14,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 14,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 20 feet
Rear Yard Setback - 20 feet
Side/Rear (adjoining SF Residential District/Development) – 30 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Minor Arterial or higher

**EXISTING ZONING**

The existing zoning on this tract is Commercial Light (C-2).
Characteristics of this zone are as follows:

**Purpose:**

To provide office, service, and retail activities that are located within buffer areas near the edge of residential areas but which serve an area larger than adjacent neighborhoods. The C-2 zoning district is intended to accommodate well designed development sites and shall provide excellent transportation access, make the most efficient use of existing infrastructure, and provide for orderly buffers and transitions between Commercial and Residential land uses. C-2 zoning is appropriate in the Commercial Neighborhood, General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

**Permitted Uses:**

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-2 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

**Conditional Uses:**

Orphanage, dormitory, sorority, fraternity, auto detailing, lawn and garden supplies, bicycle sales and service, beer, wine and liquor store, convenience store, restaurants with outdoor dining, pet cemetery, pet shop, mail services, commercial communication towers, utility substations, event center, community recreation center, golf course, parks, educational facilities, police station, nursing home and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 7,000 square feet
Maximum Building Size – 30,000 square feet
Maximum Height - 35 feet (1+1)
Maximum Lot Coverage - 60%
Minimum Parcel/Lot Size – New District (By Classification) – 42,000 square feet
Minimum Parcel/Lot Size – Existing District (By Extension) – 7,000 square feet (one lot)
Minimum Lot Width – 50 feet
Minimum Street Frontage – 20 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 10 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Collector or higher

**SURROUNDING ZONING AND LAND USE**

| Direction | Land use | Zoning |
|---|---|---|
| North | Hotel | C-5, Commercial Heavy |
| East | Undeveloped | C-5, Commercial Heavy |
| South | Single Family Residences | T, Transitional |
| West | Auto Repair | C-5 SPL, Commercial Heavy (Special) |

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies Phoenix Avenue as Major Arterial and classifies South 69th Street as a local road.

**MASTER LAND USE PLAN**

The Master Land Use Plan classifies the site as General Commercial. This classification is intended to provide opportunities for business transactions and activities and meet the consumer needs of the community.

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## NEIGHBORHOOD MEETING

A neighborhood meeting was held onsite on Tuesday, September 29, 2026, at 5:15p.m. No neighboring property owners attended the meeting.

## STAFF COMMENTS

The existing building was utilized as an auto glass shop for twenty years. The auto glass repair business has not operated within the building since 2025. The new owner is requesting a rezoning to utilize the existing building for an auto quick lube business. The proposed zoning district complies with the Master Land Use Plan and is compatible with the surrounding zoning districts located to the north, west, and east.

## STAFF RECOMMENDATIONS

Staff recommends approval contingent upon the following:

1. Construction must comply with the submitted development plan. Changes or amendments to the submitted development plan are permitted but limited to those described in Section 27-330-7 of the UDO. Any changes greater than those described in this section will require Planning Commission approval.

2. The opaque dumpster screening fence shall be repaired and installed prior to issuance of a business license.

3. Any land use change from an auto quick lube business must receive development plan approval by the Planning Commission

# Application Summary

## Application Type

- **Development Plan**
- **Conventional Rezoning**

## Site Location

- Address:6812 PHOENIX AVE, FORT SMITH, AR 72903;
- Legal Description:LOT 5
- Parcel:16017-0005-00000-00;
- Site Area (acres):0.77
- Current Zoning:Commercial Light (C-2)
- Requested Zoning (if applicable):Commercial Heavy (C-5)

## Applicant

- Name:Josh Copeland
- Address:6812 Phoenix Ave ,Fort Smith, AR
- Phone:
- Email:

## Agent

- Name:
- Address:
- Phone:
- Email:

## Details

- A rezoning from Commercial Light (C-2) to Commercial Heavy (C-5) to utilize the existing building as an auto quick lube.

Application updated January 2022

# CITY OF FORT SMITH, ARKANSAS
# Rezoning

| | |
|---|---|
| ***FOR STAFF USE ONLY*** | ***FEE: $350*** |
| *Date Application Submitted:* | *Zone:* |
| *Date Accepted as Complete:* | |
| *Project Number:* | |
| *Public Hearing Date:* | |

**Application:**

**Indicate one contact person for this request:** ☑ Applicant ☐ Agent

***Applicant (person making request):***

Name: Joshua Copeland

E-ma[redacted]

Address: 1409 Princeton Dr

Fort Smith, AR 72908

Phone: 4794618141

Fax:

***Agent (engineer, surveyor, realtor, etc.):***

Name:

E-mail:

Address:

Phone:

Fax:

Site Address / Location: 6812 Phoenix Ave

Current Zoning District: C2

Requested Zoning Distric[redacted] C-5

Assessor's Parcel Number(s) for property: 16017-0005-00000-00

The City of Fort Smith ARKANSAS

Application updated January 2022

PLANNING & COMMUNITY DEVELOPMENT

# REZONING APPLICATION

Total Acreage: .77

Legal Description of property: Lot #5 Phoenix Commercial Park addition

Attach legal description in word format.

N/A

☐ Restrictive Covenants Apply (attach to application)

Companion items:

☑ Development Plan ($100 when submitted with another application)

☐ Master Land Use Plan Map Amendment ($100 when submitted with a rezoning)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

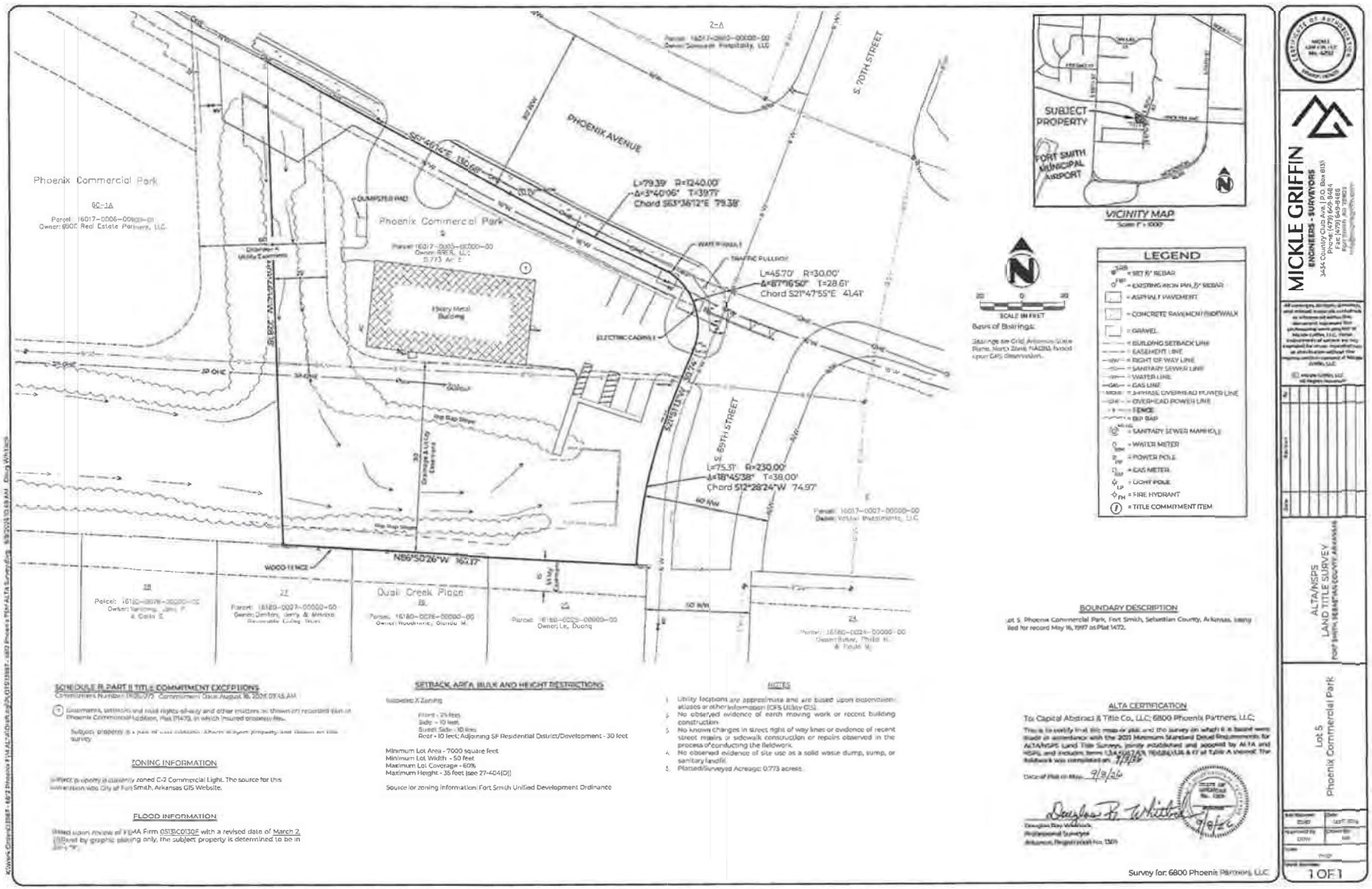
Describe Proposed Zoning Request, including the development of any construction on the property:

No exterior changes to existing property. Our plan is to utilize property for quick lube services.

***PROPERTY OWNER(S) / AUTHORIZED REPRESENTATIVE***: The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

| Name and Signature | Date |
|---|---|
| J. Copeland | 09-10-2026 |
| | |
| | |
| | |




SCHEDULE B, PART II TITLE COMMITMENT EXCEPTIONS

Commitment Number: 1625072 Commitment Date: August 16, 2024 07:45 AM

(1) Easements, setbacks and road rights-of-way and other matters as shown on recorded plat of Phoenix Commercial Addition, Plat 1747J, in which insured property lies.

Subject property is a part of said subdivision. Affects subject property and shown on the survey.

ZONING INFORMATION

Subject property is currently zoned C-2 Commercial Light. The source for this information was City of Fort Smith, Arkansas GIS Website.

FLOOD INFORMATION

Based upon review of FEMA Firm 05131C0130F with a revised date of March 2, [illegible] by graphic plotting only, the subject property is determined to be in Zone "X".

SETBACK, AREA, BULK AND HEIGHT RESTRICTIONS

Subdistrict X Zoning

Front - 25 feet
Side - 10 feet
Street Side - 10 feet
Rear - 10 feet; Adjoining SF Residential District/Development - 30 feet

Minimum Lot Area - 7000 square feet
Minimum Lot Width - 50 feet
Maximum Lot Coverage - 60%
Maximum Height - 35 feet (see 27-404(D))

Source for zoning information: Fort Smith Unified Development Ordinance

NOTES

1. Utility locations are approximate and are based upon observations, atlases or other information (GPS, Utility 811).
2. No observed evidence of earth moving work or recent building construction.
3. No known changes in street right of way lines or evidence of recent street realns or sidewalk construction or repairs observed in the process of conducting the fieldwork.
4. No observed evidence of site use as a solid waste dump, sump, or sanitary landfill.
5. Platted/Surveyed Acreage: 0.773 acres.

BOUNDARY DESCRIPTION

Lot 5, Phoenix Commercial Park, Fort Smith, Sebastian County, Arkansas, being filed for record May 16, 1997 as Plat 1472.

ALTA CERTIFICATION

To: Capital Abstract & Title Co., LLC; 6800 Phoenix Partners, LLC;

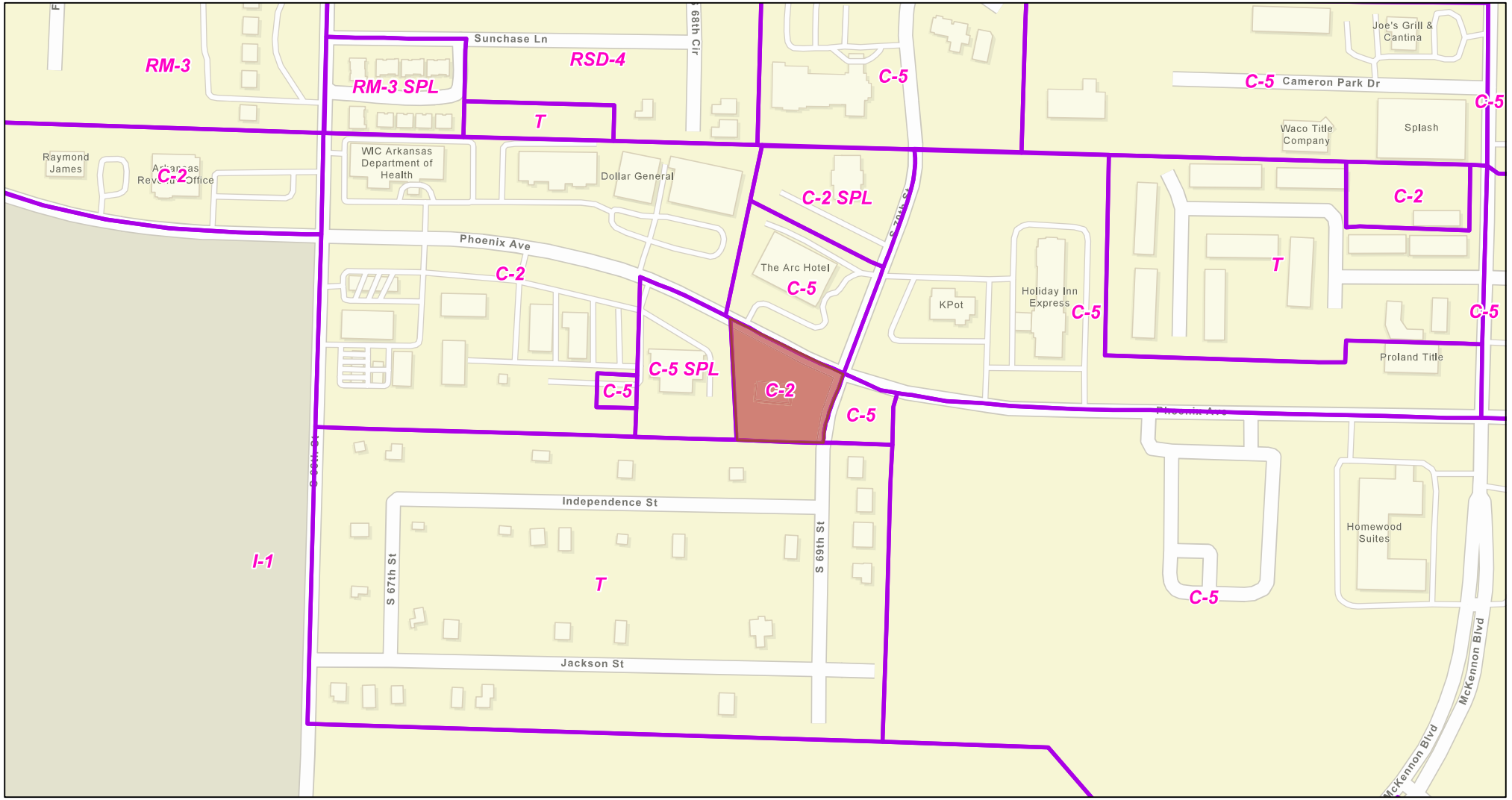
This is to certify that this map or plat, and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1,2,3,4,6(b),7(a),7(b)(1)(c),8,9,11(a),13,14,16,17,18,19 of Table A thereof. The fieldwork was completed on: 7/9/24

Date of Plat or Map: 9/3/24

Douglas Ray Whitlock
Professional Surveyor
Arkansas Registration No. 13071

Survey for: 6800 Phoenix Partners, LLC

Rezoning #15-10-26- A request by Josh Copeland, owner, for a zone change from Commercial Light (C-2) to Commercial Heavy (C-5) by extension at 6812 Phoenix Avenue




9/22/2026, 10:10:05 AM

Zoning

1:3,184

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community




9/22/2026, 9:56:03 AM

Addresses

Parcels

Roads

1:1,592

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

| | |
|---|---|
| **Fort Smith Planning Commission** | **Item Number:**<br>**Development Plan #17-10-26**<br><br>**Hearing Date: October 13, 2026** |
| **Report Prepared by:**<br><br>Planning Staff | **Owner and Applicant Information:**<br><br>Owner: Josh Copeland |
| **Location Map:**<br><br><br> | **Applicant Proposal:**<br><br>Address: 6812 Phoenix Avenue<br><br>Present Use: Vacant auto glass repair shop<br><br>Summary: Development plan request for an auto quick lube business within the existing structure in a proposed C-5 zone<br><br>Total Tract Size: 0.77 Acres<br><br>Location: Southwest corner of Phoenix Avenue and South 69th Street |
| **Existing Zoning:**<br>C-2<br>**Master Land Use Plan**:<br>General Commercial | **Staff Recommendation:**<br><br>Approval |

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** October 13, 2026

**Re:** Development Plan #17-10-26 – A request by Josh Copeland, owner, for an auto quick lube in a proposed Commercial Heavy (C-5) zone at 6812 Phoenix Avenue

## PROPOSED DEVELOPMENT PLAN

Approval will facilitate the operation of an auto quick lube business within the existing structure.

## LOT LOCATION AND SIZE

The subject property is on the southwest corner of Phoenix Avenue and South 69th Street. The tract contains an area of 0.77 acres with approximately 230 feet of street frontage along Phoenix Avenue and 125 feet of street frontage along South 69th Street.

## REQUESTED ZONING

The requested zoning on this tract is Commercial Heavy (C-5).
Characteristics of this zone are as follows:

### Purpose:

To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

### Permitted Uses:

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-5 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

### Conditional Uses:

Orphanage, dormitory, sorority, fraternity, auto vehicle impoundment or holding yard, auto body shop, medical laboratory, beer garden, restaurants with outdoor dining, pet cemetery, bus station, utility substations, museum, parks, educational facilities, police station, community food service, nursing home and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 14,000 square feet
Maximum Height - 45 feet (1+1)
Maximum Lot Coverage - 75%
Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres
Existing District (By Extension) – 14,000 square feet
Minimum Lot Width – 100 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 15 feet
Side Yard Setback – 20 feet
Rear Yard Setback - 20 feet
Side/Rear (adjoining SF Residential District/Development) – 30 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Minor Arterial or higher

**EXISTING ZONING**

The existing zoning on this tract is Commercial Light (C-2).
Characteristics of this zone are as follows:

**Purpose:**

To provide office, service, and retail activities that are located within buffer areas near the edge of residential areas but which serve an area larger than adjacent neighborhoods. The C-2 zoning district is intended to accommodate well designed development sites and shall provide excellent transportation access, make the most efficient use of existing infrastructure, and provide for orderly buffers and transitions between Commercial and Residential land uses. C-2 zoning is appropriate in the Commercial Neighborhood, General Commercial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

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**Area and Bulk Regulations:**

Minimum Lot Size – 7,000 square feet
Maximum Height - 35 feet (1+1)
Maximum Building Size – 30,000 square feet
Maximum Lot Coverage - 60%
Minimum Parcel/Lot Size – New District (By Classification) – 42,000 square feet
Minimum Parcel/Lot Size – Existing District (By Extension) – 7,000 square feet (one lot)
Minimum Lot Width – 50 feet
Minimum Street Frontage – 20 feet
Front Yard Setback - 25 feet
Side Yard on Street Side of Corner Lot - 10 feet
Side Yard Setback – 10 feet
Rear Yard Setback - 10 feet
Minimum building separation – to be determined by current City building and fire code.
Required street access – Major Collector or higher

## SURROUNDING ZONING AND LAND USE

| Direction | Land use | Zoning |
|---|---|---|
| North | Hotel | C-5, Commercial Heavy |
| East | Undeveloped | C-5, Commercial Heavy |
| South | Single Family Residences | T, Transitional |
| West | Auto Repair | C-5 SPL, Commercial Heavy (Special) |

## MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Phoenix Avenue as Major Arterial and classifies South 69th Street as a local road.

## SITE DESIGN FEATURES

**Ingress/egress/traffic circulation –** The site has two existing driveways; one located on Phoenix Avenue and one located on South 69th Street.

**Easement/utilities –** The developer must agree to meet all franchise and city utility easement requirements. Additionally, the development must comply with the City's Subdivision Design and Improvement Standards and the Standard Specification for Public Works Construction.

**Drainage –** A 25' drainage and utility easement is located on the west side of the property and a 90' drainage and utility easement is located on the south side of the property adjacent to the single-family residences.

**Right-of-way dedication –** No additional R.O.W. dedication is required.

**Landscaping –** No exterior changes are proposed at this time. No additional landscaping is required or proposed.

**Screening –** The opaque dumpster screening shall be repaired and installed prior to issuance of a business license.

**Parking –** There are six (6) existing parking spaces on site in compliance with the UDO.

**Signage –** No new signage is proposed at this time. All signage will comply with the Phoenix Avenue Overlay design guidelines.

**Lighting –** No new signage is proposed. All new site lighting must comply with section 27-602-5 of the UDO.

**Architectural features –** The existing façade is comprised of brick and metal panels. Any future construction must comply with commercial design guidelines and Phoenix Avenue Overlay district.

**Height and Area –** The existing structure is approximately 16 feet tall and 3,040 s.f. in area.

## NEIGHBORHOOD MEETING

A neighborhood meeting was held on site on Tuesday, September 29, 2026, at 5:15p.m. No neighboring property owners attended the meeting.

## STAFF COMMENTS

The existing building was utilized as an auto glass shop for twenty years. The auto glass repair business has not been in operation within the building since 2025. The new owner is requesting a rezoning to utilize the existing building for an auto-quick lube business.

## STAFF RECOMMENDATIONS

Staff recommend approval contingent upon the following:

1. Construction must comply with the submitted development plan. Changes or amendments to the submitted development plan are permitted but limited to those described in Section 27-330-7 of the UDO. Any changes greater than those described in this section will require Planning Commission approval.

2. The opaque dumpster screening shall be repaired and installed prior to issuance of a business license.

3. Any land use change from an auto quick lube business must receive development plan approval by the Planning Commission prior to the issuance of a business license.

# Application Summary

## Application Type

- **Development Plan**
- **Conventional Rezoning**

## Site Location

- Address:6812 PHOENIX AVE, FORT SMITH, AR 72903;
- Legal Description:LOT 5
- Parcel:16017-0005-00000-00;
- Site Area (acres):0.77
- Current Zoning:Commercial Light (C-2)
- Requested Zoning (if applicable):Commercial Heavy (C-5)

## Applicant

- Name:Josh Copeland
- Address:6812 Phoenix Ave ,Fort Smith, AR
- Phone:
- Email:

## Agent

- Name:
- Address:
- Phone:
- Email:

## Details

- A rezoning from Commercial Light (C-2) to Commercial Heavy (C-5) to utilize the existing building as an auto quick lube.

The City of Fort Smith ARKANSAS

Application updated May 2022

PLANNING DEPARTMENT

DEV. PLAN REVIEW

# CITY OF FORT SMITH, ARKANSAS
# DEVELOPMENT PLAN REVIEW APPLICATION

| *FOR STAFF USE ONLY* | *FEE: $300* |
|---|---|
| *Date Application Submitted:* | *Zone:* |
| *Date Accepted as Complete:* | |
| *Project Number:* | |
| *Public Hearing Date:* | |

**Application:**

**Indicate one contact person for this request:** ☑ **Applicant** ☐ **Agent**

***Applicant (person making request):***

Name: Josh Copeland

E-mail: [redacted]

Address: 1409 Princeton Dr
Fort Smith, AR 72908

Phone: 4794618141

Fax:

***Agent (engineer, surveyor, realtor, etc.):***

Name:

E-mail:

Address:

Phone:

Fax:

Site Address / Location: 6812 Phoenix Ave Fort Smith, AR 72903

Current Zoning District: C2

Before the Planning Commission of the City of Fort Smith, Arkansas

The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a development plan in the City of Fort Smith, Arkansas, pursuant to Ordinance 87-19, representing to the Planning Commission as follows:

J. Copeland

Does the development plan include a companion application?

☑ Yes ☐ No

If yes, please specify the companion applications submitted:

☑ Conventional Rezoning ☐ Planned Zoning District ☐ Conditional Use

☐ Master Land Use Plan Amendment ☐ Variance

If applicable, a companion rezoning application is proposed to change the zoning classification of the above described property to:

[redacted] C-5 by

(Zoning Classification) (Extension or classification)

Existing zoning, structures and driveways on surrounding properties within 300 feet of subject property:

Development Plan for an Auto quick Lube
west - Auto Repairs
South - S.F. neighborhood
North - Hotel
East Drainage?

Total Acreage: .77

F. **LETTER REGARDING RESTRICTIVE COVENANTS**

Restrictive covenants are regulations that are maintained and enforced by the property owners of the subject subdivision. These covenants may be found in your abstract or at the County Circuit Clerks Office. Restrictive covenants are often enforced in subdivisions with homeowner's associations and can always be more restrictive but never less restrictive than the City of Fort Smith's Zoning Regulations. *(See attached additional information on restrictive covenants)*

TO: Planning Department

SUBJECT: Legal Description of Property. Provide legal description in a word document.

Lot #5 Phoenix Commercial Park addition

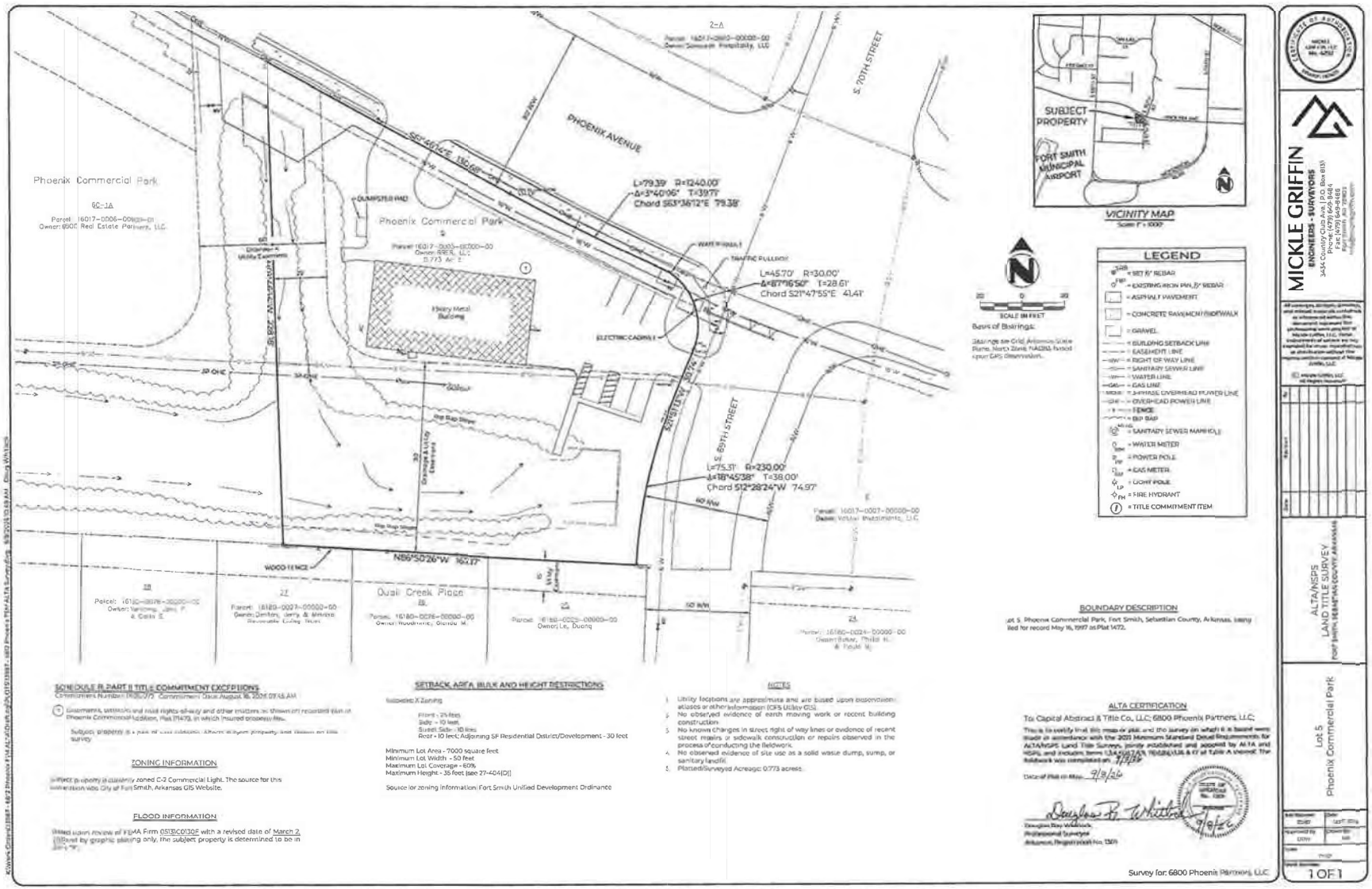
I have searched all applicable records, and to my best knowledge and belief, there are no restrictive covenants running with the above described land, except as follows: ATTACH COVENANTS WITH SUBMISSION

Attach all supporting documentation to the application packet.

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.




## SCHEDULE B, PART II TITLE COMMITMENT EXCEPTIONS

Commitment Number: [illegible] Commitment Date: August 16, 2024 07:45 AM

(1) Easements, setbacks and road rights-of-way and other matters as shown on recorded plat of Phoenix Commercial Addition, Plat 1747J, in which insured property lies.

Subject property is a part of said subdivision. Above-ground property and fixtures on the survey.

## ZONING INFORMATION

Subject property is currently zoned C-2 Commercial Light. The source for this information was City of Fort Smith, Arkansas GIS Website.

## FLOOD INFORMATION

Based upon review of FEMA Firm 05131C0130F with a revised date of March 2, [illegible] flood by graphic plotting only, the subject property is determined to be in [illegible]

## SETBACK, AREA, BULK AND HEIGHT RESTRICTIONS

Subdistrict X Zoning

Front - 25 feet
Side - 10 feet
Street Side - 10 feet
Rear - 10 feet; Adjoining SF Residential District/Development - 30 feet

Minimum Lot Area - 7000 square feet
Minimum Lot Width - 50 feet
Maximum Lot Coverage - 60%
Maximum Height - 35 feet (see 27-404(D))

Source for zoning information: Fort Smith Unified Development Ordinance

## NOTES

1. Utility locations are approximate and are based upon observations, atlases or other information (GPS, Utility 811).
2. No observed evidence of earth moving work or recent building construction.
3. No known changes in street right of way lines or evidence of recent street realns or sidewalk construction or repairs observed in the process of conducting the fieldwork.
4. No observed evidence of site use as a solid waste dump, sump, or sanitary landfill.
5. Platted/Surveyed Acreage: 0.773 acres.

## BOUNDARY DESCRIPTION

Lot 5, Phoenix Commercial Park, Fort Smith, Sebastian County, Arkansas, being filed for record May 16, 1997 as Plat 1472.

## ALTA CERTIFICATION

To: Capital Abstract & Title Co., LLC; 6800 Phoenix Partners, LLC;

This is to certify that this map or plat, and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items [illegible] of Table A thereof. The fieldwork was completed on: 7/9/24

Date of Plat or Map: 9/9/24

Douglas Ray Whitlock
Professional Surveyor
Arkansas Registration No. 13071

Survey for: 6800 Phoenix Partners, LLC

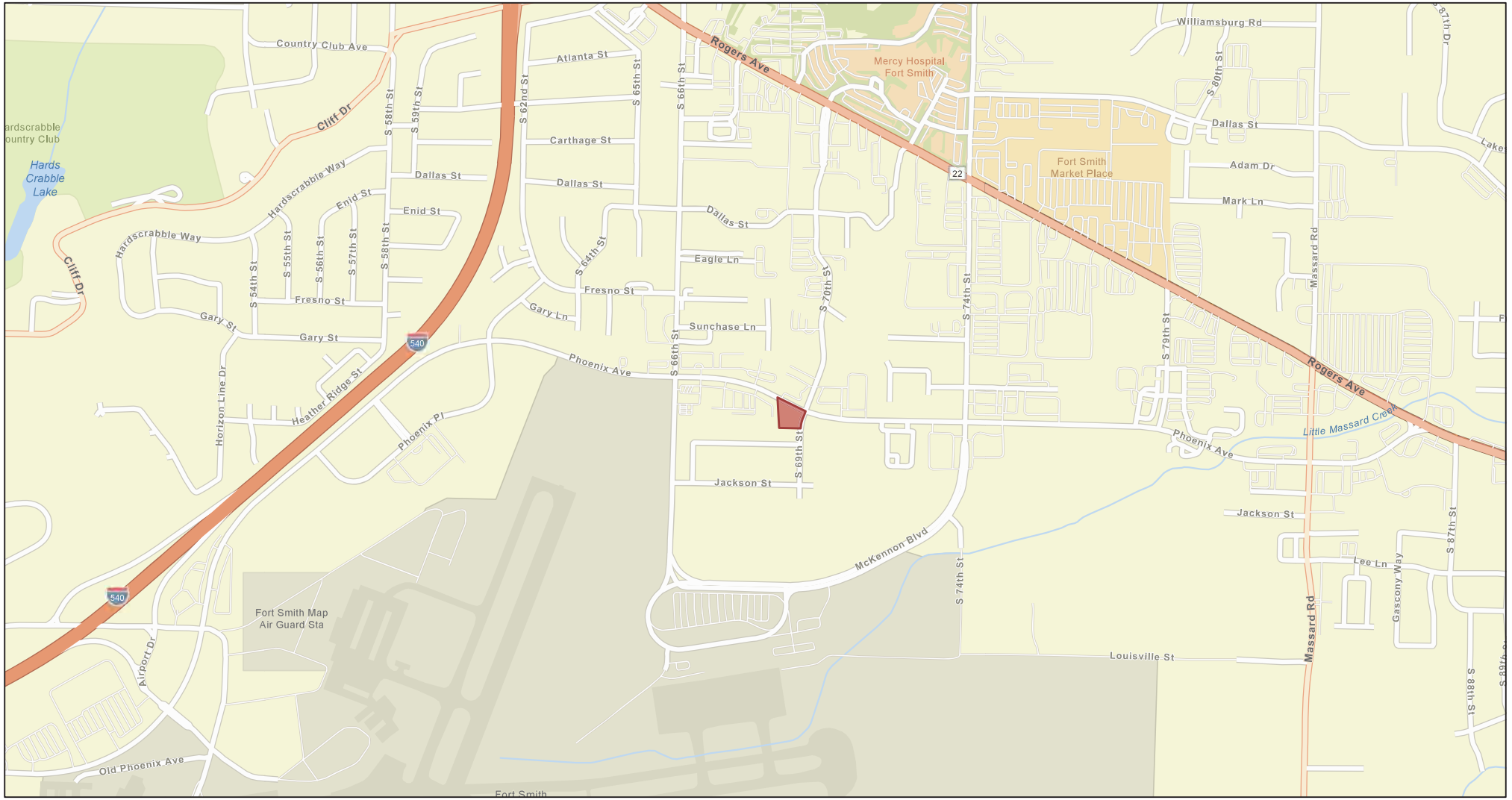
MICKLE GRIFFIN
ENGINEERS • SURVEYORS
3454 Country Club Ave. | P.O. Box 613
Pocola, OK 74902
Phone: (479) 649-9484
Fax: (479) 649-9488
mickle-griffin.com

ALTA/NSPS
LAND TITLE SURVEY
FORT SMITH, [illegible] COUNTY, ARKANSAS

Lot 5
Phoenix Commercial Park

1 OF 1

Development Plan #17-10-26 – A request by Josh Copeland, owner, for an auto quick lube in a proposed Commercial Heavy (C-5) zone at 6812 Phoenix Avenue




9/22/2026, 10:02:33 AM

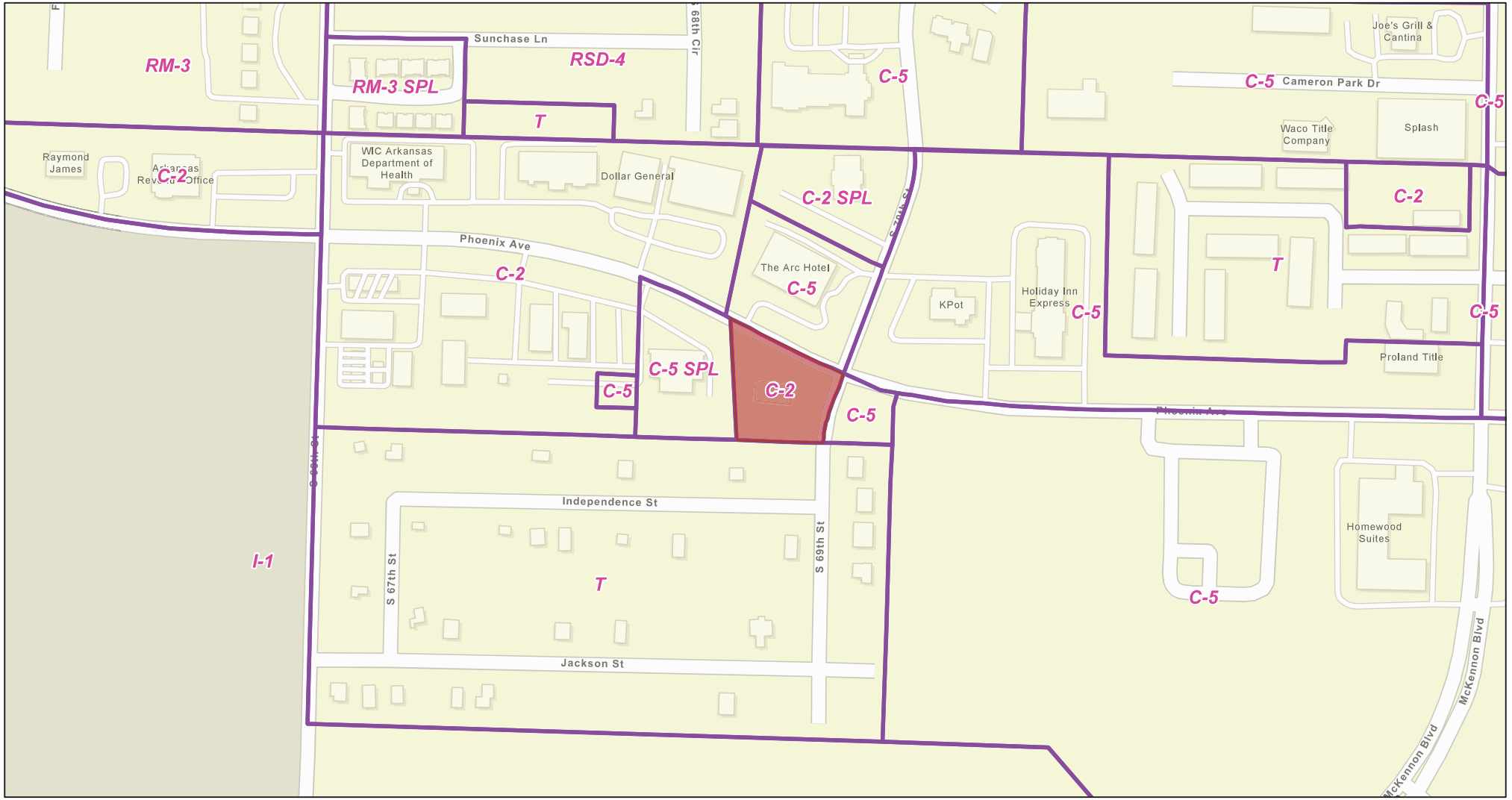
1:12,738

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Development Plan #17-10-26 – A request by Josh Copeland, owner, for an auto quick lube in a proposed Commercial Heavy (C-5) zone at 6812 Phoenix Avenue




9/22/2026, 10:10:05 AM

Zoning

1:3,184

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Development Plan #17-10-26 – A request by Josh Copeland, owner, for an auto quick lube in a proposed Commercial Heavy (C-5) zone at 6812 Phoenix Avenue




9/22/2026, 9:56:03 AM

Addresses

Parcels

Roads

1:1,592

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

City of Fort Smith Human Resources

# MEMORANDUM

**TO:** Honorable Mayor and Members of the Board of Directors

**FROM:** Eric Garvin, Director, Human Resources

**DATE:** October 28, 2026

**SUBJECT:** Ordinance establishing pay rates and related procedures for City employees (Fire Department)

## SUMMARY

Attached is an annual ordinance establishing pay rates and related procedures for Civil Service (uniformed) employees of the Fire Department for the compensation year 2027. The pay schedule for Civil Service (uniformed) employees of the Fire Department for compensation year 2027 has increased an average of 13.7% compared to the 2026 pay schedule.

The attached ordinance and pay schedule was discussed at the October 13 study session at the Board's request, where the Board then specifically placed it on the November 2 regular meeting agenda for consideration. I recommend the Board of Directors approve the ordinance.

## ATTACHMENTS

1. Firefighter_Pay_Schedule_Ordinance_11022026.pdf
2. 2027 Fire Pay Schedule.pdf

**ORDINANCE NO. _____**

**AN ORDINANCE ESTABLISHING PAY RATES AND RELATED PROCEDURES FOR CITY EMPLOYEES**

---

**BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, THAT:**

**SECTION 1:** Pay Rates of Civil Service (uniformed) Employees of the Fire Department

A. Effective April 11, 2027, Civil Service (uniformed) employees of the Fire Department shall be paid based on the rate of pay as set forth in Appendix C for compensation year 2027. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year. Employees hired or promoted in January, February or March in any given year will receive their step raise under the 2026 pay scale during these months.

B. Effective April 11, 2027, all Civil Service (uniformed) Probationary Firefighters hired by the City on or after April 11, 2027 shall initially be placed at the Entry Level (Grade F1; Step 1) of the pay schedule.

C. Internal transfers (with previous Fort Smith Fire Department experience), rehires and newly hired firefighters holding a current state firefighter certification with verifiable fire suppression experience (highly qualified applicants) shall be eligible for pay above the Entry Level but not to exceed Grade F1; Step 6. Such highly qualified applicants may be offered a different competitive market rate within the F1 pay grade in an effort to hire highly qualified individuals. Such exceptions above the Entry Level starting pay for highly qualified applicants requires approval of the Director, Human Resources and City Administrator.

D. On April 11, 2027, eligible uniformed Fire Department employees within their pay grade will receive a 1 step increase on their hire date, or promotion anniversary date (when applicable), based upon tenure in their current position if the step is available. Advancement to each step subsequent to Step 1 (Entry Level) requires an overall satisfactory rating on their current performance evaluation.

E. Performance evaluations will continue through 2027.

**SECTION 2:** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

This Ordinance PASSED and APPROVED this _____ day of October, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

*Approved as to Form:*



*No Publication Required*

# City of Fort Smith
## Uniform - Fire Department
## Pay Schedule - 2027
*(effective: 04/11/2027)*

| Rank / Designation | Grade | Rate | *(Entry)* Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|---|---|
| Firefighter * | F1 | Hourly | $16.50 | $17.33 | $18.20 | $19.11 | $20.06 | $21.06 |
| (non-exempt / hourly) | | Annual | $50,052.75 | $52,570.56 | $55,209.70 | $57,970.19 | $60,852.01 | $63,885.51 |

| | | | *(Entry)* Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| Driver * | F2 | Hourly | $22.54 | $23.66 | $24.84 |
| (non-exempt / hourly) | | Annual | $68,375.09 | $71,772.61 | $75,352.14 |

| | | | *(Entry)* Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| Captain * | F3 | Hourly | $26.58 | $27.91 | $29.31 |
| (non-exempt / hourly) | | Annual | $80,630.43 | $84,664.99 | $88,911.89 |

| | | | *(Entry)* Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| Captain | F4 | Bi-Weekly | $3,101.17 | $3,256.35 | $3,419.69 |
| (exempt / salary) | | Annual | $80,630.43 | $84,664.99 | $88,911.89 |

| | | | *(Entry)* Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| Fire Marshal & Training Officer | | Bi-Weekly | $3,659.07 | $3,805.43 | $3,957.65 |
| (exempt / salary) | F5 | Annual | $95,135.82 | $98,941.18 | $102,898.90 |

| | | | *(Entry)* Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|---|
| Battalion Chief | | Bi-Weekly | $3,659.07 | $3,805.43 | $3,957.65 |
| (exempt / salary) | F5_1 | Annual | $95,135.82 | $98,941.18 | $102,898.90 |

| | | | *(Entry)* Step 1 | Step 2 |
|---|---|---|---|---|
| Division Chief | | Bi-Weekly | $4,155.53 | $4,321.75 |
| (exempt / salary) | F6 | Annual | $108,043.78 | $112,365.50 |

| | | | *(Entry)* Step 1 | Step 2 |
|---|---|---|---|---|
| Assistant Chief | | Bi-Weekly | $4,624.27 | $4,855.48 |
| (exempt / salary) | F7 | Annual | $120,231.02 | $126,242.48 |

* Hourly employee annual amount based on 2912 hours per year (243 hours overtime + 2,669 hours straight time)
All Step amounts include pay for holidays

City of Fort Smith
City Administrator

# MEMORANDUM

**TO:** Mayor and Board of Directors

**FROM:** Jeff Dingman, City Administrator

**DATE:** October 28, 2026

**SUBJECT:** 2026 General Fund Appropriation - Parrot Island Waterpark Operations

## SUMMARY

On October 28, 2026, American Resort Management (ARM) provided a cash schedule and year-end operating projections for Parrot Island Waterpark. ARM estimates that $287,936.11 is needed to cover outstanding accounts payable and remaining operating expenses through December 2026.

The City of Fort Smith and Sebastian County jointly own the waterpark. The proposed City contribution is $144,000, representing one-half of the estimated requirement, rounded up. Sebastian County intends to consider a matching contribution at its November 17 meeting.

Attachment A summarizes the funding request. Accounts payable are shown net of available operating cash. November insurance is included in accounts payable, while December insurance is shown separately.

Sections 4.2.2.2 and 4.2.2.3 of the 2026 Management Services Agreement provide for payment of park expenses from the Operating Account and generally require that a balance equal to six weeks of budgeted operating expenses be maintained in the Operating Account. Section 4.3 provides that it is the Obligation of the Owner to Fund Operations, and that ARM shall have no obligation to advance funds for operations. The proposed appropriation does not, by itself, establish compliance with the six-week cash requirement. **Source: 2026 ARM Management Services Agreement, March 10, 2026 Board packet.**

## FISCAL IMPACT AND BUDGET INFORMATION

The attached ordinance would appropriate $144,000 from General Fund balance to a separate Parrot Island Operations line item in the General Fund non-departmental program, account 01010170-560350. The current budget for this new account is $0; the proposed appropriation would establish a budget of $144,000. The waterslide project appropriation in account 01010170-560300 would remain separate and unaffected by this action. The County contribution remains subject to its November 17 action.

I recommend adoption of the attached ordinance to provide the City's share of funding for the park's outstanding operating obligations and remaining 2026 expenses. Please let me know if you have questions related to this agenda item.

**ATTACHMENTS**

1. Parrot_Island_Nov_2_2026_Appropriation_Ordinance__1_.pdf
2. Parrot_Island_Nov_2_2026_Attachment_A (4).pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2026 OPERATING BUDGET AND APPROPRIATING FUNDS FOR PARROT ISLAND WATER PARK OPERATIONS

---

WHEREAS, the Board of Directors approved the 2026 Operating Budget with Ordinance 92-25; and

WHEREAS, the City of Fort Smith and Sebastian County jointly own Parrot Island Water Park; and

WHEREAS, the estimated funding requirement for Parrot Island Water Park operations through December 2026 is $287,936.11, and Sebastian County plans to consider a matching contribution on November 17, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:

The 2026 Operating Budget is hereby amended to establish a separate Parrot Island Operations budget account and appropriate funds as follows:

| Account | Current Budget | Adjustment | Revised Budget |
|---|---|---|---|
| 01010170-560350<br>Parrot Island Operations | $0 | $144,000 | $144,000 |

Appropriation of General Fund Balance: $144,000.00. This appropriation is for 2026 Parrot Island Water Park operating expenses. The appropriation for the waterslide project in account 01010170-560300 remains unchanged.

PASSED AND APPROVED THIS _____ DAY OF NOVEMBER, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

**CITY OF FORT SMITH**

**ATTACHMENT A | PARROT ISLAND WATERPARK**

2026 Operating Cash Requirements - November 2, 2026

The October 28 Cash Sheet and ARM's year-end projections identify an estimated funding requirement of $287,936.11 for outstanding accounts payable and operating expenses through December 2026. The proposed City contribution is $144,000. Sebastian County plans to consider a matching contribution on November 17.

| Funding requirement | Amount | Classification / source |
|---|---|---|
| Current AP cash requirement | $228,614.46 | Net operating-account shortfall |
| Pending invoice | $1,095.40 | Notice received; invoice pending |
| December insurance | $10,671.00 | Forecast; November included in AP |
| Payroll fronted by ARM | $9,055.25 | Current payroll advance |
| Remaining payrolls (4.5) | $36,000.00 | Estimate, incl. Gator Golf |
| Utilities forecast | $2,500.00 | Remainder of 2026 |
| TOTAL ESTIMATED NEED | $287,936.11 | Basis for equal owner funding |
| Proposed City share | $144,000.00 | General Fund appropriation |
| Anticipated County share | $144,000.00 | Subject to Nov. 17 approval |

**Proposed appropriation**

The proposed ordinance would appropriate $144,000 from General Fund balance to a separate Parrot Island Operations line item, account 01010170-560350. The waterslide project appropriation in account 01010170-560300 would remain unchanged.

Accounts payable include November insurance. December insurance is listed separately. The remaining payroll estimate includes Gator Golf.

**Accounts payable and available cash**

The October 26 AP aging reports $230,485.65 in accounts payable. Available operating cash of $1,871.19 reduces the remaining cash requirement to $228,614.46. The funding request uses this net amount.

**City and County balances**

The Cash Sheet reports $94,628.47 in receivables, consisting of $52,500.00 from the City and $42,128.47 from Sebastian County. These receivables have not been deducted from the funding request. The AP aging also includes $53,908.00 payable to the City and $7,901.36 payable to City utilities.

**Combined contributions**

Contributions of $144,000 from each owner would provide $288,000, exceeding the estimated requirement by $63.89. The County contribution remains subject to approval.

**Source**

ARM cash workbook "CashPIWP 10.28.xlsx": Cash Position (October 28, 2026), AGING-AP (October 26, 2026), and RECEIVABLE; plus the additional funding estimate supplied by park management on October 28, 2026.

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** September 24, 2026

**SUBJECT:** Agreement to Provide Professional Services for Program Management with Arcadis, U.S., Inc. for the Federal Wastewater Consent Decree, Project No. 26-01-ES1

## SUMMARY

The agreement for Consent Decree Program Management Services was originally presented at the September 22, 2026, Study Session, and placed on the October 5, 2026, Regular Meeting for consideration, and was subsequently moved to October 20. At the October 20, 2026 Regular Meeting, the Board tabled the item to November 2nd and instructed staff to negotiate the cost and bring the negotiated agreement back for consideration at that time. Such an alternative resolution is also presented on the November 2 agenda for consideration.

This agreement will assist Engineering-Utilities staff with establishing project priorities, reviewing design consultants' estimates, reviewing contractor's bids, coordinating project schedules, and tracking compliance to ensure requirements and deadlines for the Consent Decree are met. The project will also assist with management of the remainder of the SSA remedial measures, capacity improvement projects, pump station and force main remediation, and oversight of the Massard Water Reclamation facility upgrade. Arcadis will partner with RJN on this project, another nationally recognized firm with whom the city has contracted previously to perform Consent Decree related services such as Sanitary Sewer Assessments (SSA's) and flow monitoring.

The initial term of the agreement will be for one (1) year with the option, after review and approval by the Board, of an additional three (3) year term. Progress will be evaluated by both city staff and Arcadis to ensure the city is receiving all services required and to identify additional tasks beneficial to include at renewal. An estimated fee by task is attached for your review (Exhibit C). The one-year not-to-exceed cost is $2,474,000.00.

Currently, all Sanitary Sewer Assessments (SSA's) required by the Consent Decree have been completed. Results of the SSA's determined approximately 782,363 feet of sanitary sewer lines and 3,976 manholes were structurally deficient and needed repair or replacement. To date, 264,658 feet (34%) of pipe and 1,540 manholes (38%) have been or are under contract to be repaired or replaced. Additionally, design of 117,990 feet (15%) of pipe and 567 manholes (14%) is nearing completion and will be scheduled for bidding over the next six

months, and through this contract Arcadis will be heavily involved in scheduling, coordinating and managing those projects.

Arcadis representatives will be available to answer any additional questions regarding the agreement. This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs)

Please contact me should you or members of the Board have any questions or desire additional information.

**ATTACHMENTS**

1. 10-5-26_Item_ID_3124_Resolution_Engineering-Utilities (1).pdf
2. 10-5-26 Item ID 3124 Agreement Engineering-Utilities.pdf

| | |
|---|---|
| *FISCAL IMPACT:* | *$2,474,000.00* |
| *BUDGET INFORMATION:* | *Budgeted / Engineering-Utilities - 5/8% Reallocated Sales & Use Tax-Utilities* |

RESOLUTION NO._____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARCADIS, U.S., INC. FOR PROVIDING PROFESSIONAL SERVICES ASSOCIATED WITH THE PROGRAM MANAGEMENT FOR THE FEDERAL WASTEWATER CONSENT DECREE, PROJECT NO. 26-01-ES1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: An agreement with Arcadis, U.S., Inc. for providing professional services associated with the Program Management for the Federal Wastewater Consent Decree, Project No. 26-01-ES1, which is incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature attested by the City Clerk, is hereby authorized to execute an agreement for professional services with Arcadis, U.S., Inc., as approved by Section 1 hereof, in the amount of $2,474,000.00 and for a contract period of 365 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr

**AGREEMENT**

**BETWEEN**

**CITY OF FORT SMITH, ARKANSAS**

**AND**

**ARCADIS, U.S., INC.**

**FOR**

**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____**, 2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (CITY)** and ***Arcadis, U.S., Inc., 3200 S. Shackleford Rd., Little Rock, AR 72205*** **(FIRM)**. CITY intends to employ FIRM to provide services in connection with the **Program Management Services for Federal Wastewater Consent Decree-(Project Number 26-01-ES1)** (hereinafter called the **Project**).

In consideration of their mutual covenants herein agree in respect of the performance of professional services by FIRM and the payment for those services by CITY as set forth below, FIRM shall provide professional services for CITY in all phases of the Project to which this Agreement applies, serve as CITY's professional representative for the Project as set forth below and shall give professional consultation and advice to CITY during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF FIRM

1.1 General.

FIRM shall:

1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.

1.1.2 Consult with CITY to define and clarify CITY's requirements for the Project and available data.

1.1.3 Advise CITY as to the necessity of CITY's providing data or services of the type described in SECTION 3 which are not part of FIRM'S Basic Services and assist CITY in obtaining such data and services.

1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.

1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.

1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.

1.1.7 Not commence work until written Notice to Proceed (NTP) has been issued by the CITY.

1.1.8 If FIRM receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

## SECTION 2 - ADDITIONAL SERVICES OF FIRM

2.1 General

If authorized in writing by CITY, and agreed to by FIRM, FIRM shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in **Exhibit A, "Scope of Services"**. These services will be paid for by CITY as indicated in Section 5.1.2.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, CITYS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond FIRM's control.

2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.

2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6 Preparing to serve or serving as a consultant or witness for CITY in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition

in compliance with current Laws and Regulations.

2.1.8 Furnishing services in connection with the Project, including services normally furnished by CITY and services not otherwise provided for in this Agreement.

2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the CITY.

2.1.11 No changes may be started until approval is provided by the CITY.

2.1.12 FIRM will submit invoices for Additional Services in accordance with the terms of this Agreement.

## SECTION 3 - CITY'S RESPONSIBILITIES

CITY shall furnish or obtain from others Services of the following types except to the extent provided otherwise in **Exhibit A, "Scope of Services”**.

3.1 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; and furnish copies of design and construction standards which CITY will require to be included in the Drawings and Specifications.

3.2 Assist FIRM by making reasonably available for FIRM’s use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to FIRM, as required for performance of FIRM's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restrictions and other special data or consultations not covered in Section 2.

3.4 Arrange for access to and make all provisions for FIRM to enter upon public and private property as required for FIRM to perform his services.

3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by FIRM, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FIRM.

3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7 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 FIRM may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as CITY may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8 Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate CITY's decisions relative to the Project, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to FIRM's services. Time and compensation issues under this Agreement and any project construction contract shall be subject to the CITY's Board of Directors review and approval.

3.9 Give prompt written notice to FIRM whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FIRM's services.

3.10 Furnish, or direct FIRM to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incident to compliance with the requirements of this Section 3.

3.12 Ensure the Design Consultant Prepares Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.13 Ensure that Design Consultant compiles and prints contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the CITY's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.14 Ensure that Design Consultant submits contracts, bonds, certificates of insurance and other related contractual documents for review by the CITY's legal counsel and execution by the appropriate parties.

3.15 CITY will issue written NTP prior to the start of work.

3.16 CITY will approve all changes to scope prior to the start of such services. An NTP will be issued for the additional services.

## SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for FIRM's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. FIRM's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. FIRM shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of FIRM.

4.2 If CITY has requested modifications or changes in the extent of the Project, the time of performance of FIRM's services and their various rates of compensation may be adjusted appropriately. No changes will be made without specific written CITY approval.

4.3 If CITY fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, FIRM may request that their services be suspended under this Agreement.

4.4 If FIRM's services for study, design or during construction of the Project are delayed or suspended in whole or in part by CITY for more than three months for reasons beyond FIRM's control, FIRM shall on written request to CITY (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond FIRM's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by FIRM is to be performed under more than one prime contract, CITY and FIRM shall, prior to commencement of the Final Design Phase, develop a schedule for performance of FIRM's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO FIRM

5.1 Methods of Payment for Services and Expenses of FIRM.

5.1.1 For Basic Services

CITY shall pay FIRM for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) an amount equal to the cumulative hours charged to the Project for each class of FIRM's employees multiplied by FIRM's Hourly Rates as shown on the attached **Exhibit B, "Firm's Hourly Rates"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and FIRM's Consultant charges, if any. For FIRM's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the CITY shall pay the FIRM the amount billed to the FIRM times a factor of 1.00. The maximum compensation to the FIRM for Basic Services and Reimbursable Expenses shall be as provided in Section 8.3 of this Agreement.

5.1.2 For Additional Services

Any and all Additional Services and payment of these services shall be agreed to in writing by CITY and FIRM prior to rendering these services. CITY shall pay FIRM for Additional Services rendered under Section 2 as follows:

5.1.2.1 General

For services of FIRM's employees engaged directly on the Project pursuant to Section 2, an amount equal to the cumulative hours charged to the Project by each class of FIRM's employees time Hourly Rates as shown on the attached **Exhibit B**, **"Firm's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by CITY.

5.1.2.2 Special Consultants

Any and all Additional Services must be approved with an Amendment to the Agreement. For services and reimbursable expenses of special consultants employed by FIRM, the amount billed to FIRM therefor times a factor of 1.00 (except as amended and supplemented by **Exhibit C, "Fee Schedule"** or as specified in rate scale exhibit shown within the Amendment).

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon FIRM providing CITY an itemized receipt identifying Reimbursable Expenses, CITY shall pay FIRM the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by FIRM to support this effort.

The CITY reserves the right to audit any invoice (except FIRM'S Hourly Rates). FIRM shall refer to CITY Travel Policy and Invoice Policy for Reimbursable Expenses. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

5.1.3.1 Airfare

Airfare ticket reimbursement will be made for actual coach costs. Receipts must have dates of travel. CITY will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the CITY.

5.1.3.2 Lodging

Lodging will be reimbursed up to the current General Services Administration (GSA) rate, plus tax, for the current year, and requires submittal of an itemized room receipt, which includes dates, length of stay, and employee's full name.

5.1.3.3 Meals

A per diem meal allowance will be paid up to the current GSA rate for the current year. Per diem will not be paid for meals provided by the hotel, or any meals provided by attendance at a conference. Meal receipts are required for individual travelers.

5.1.3.4 Mileage

Mileage for a privately owned or company owned vehicle shall be reimbursed in accordance with the current IRS Rate for business travel. The request for mileage reimbursement shall include the total miles driven for the time period covered by the invoice, purpose of travel, the reimbursement rate, the total reimbursement requested and the employee's full name.

5.1.3.5 Parking and Tolls

All parking and toll receipts must have the cost, date, and location of the fees.

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)

All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements

All leases must be pre-approved by CITY. A copy of CITY reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with CITY

Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The CITY will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by CITY.

5.1.3.9 Rental Cars

Rental car receipt and any gas receipts for rental period must be provided. CITY will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by CITY for larger vehicle.

5.1.4 The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.1.5 It is acknowledged that FIRM may choose to update their Hourly Rates on an annual basis. If FIRM proposes an update of the Hourly Rates in attached **Exhibit B, "Firm's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, FIRM will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the City.

5.2 Times of Payment

5.2.1 FIRM shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on FIRM's Hourly Rates as shown on the attached **Exhibit B**, **"Firm's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by CITY, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. CITY shall make payment of approved amounts within 45 days after receipt of the statements.

5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

5.3.1 In the event of termination by CITY under Section 6 during any phase or task of the Basic Services, progress payments due FIRM for services rendered to the date of termination shall constitute total payment for FIRM's services. In the event of any such termination, FIRM will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.3.2 CITY may request copies of time sheets to verify hours billed. FIRM is responsible for ensuring that those hours are well documented and substantiated with monthly reports. CITY may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.

5.3.3 CITY reserves the right to audit any invoice or contract in which the CITY is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

5.4.1 he Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, Firms, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.

5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

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1.1 Suspension and Termination

1.1.1 Suspension

6.1.1(A) By CITY: CITY may suspend services under this Agreement upon seven days written notice to FIRM.

6.1.1(B) By FIRM. If FIRM’s services are substantially delayed through no fault of FIRM, FIRM may, after giving seven days written notice to CITY, suspend services under this Agreement.

1.1.2 Termination
The obligation to provide further services under this Agreement may be terminated:

6.1.2(A) For convenience, without cause by the CITY’s reasonable discretion, by CITY effective upon 15 days after FIRM’s receipt of written notice from CITY.

6.1.2(B) For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.1.3 Effective Date of Termination
The terminating party under paragraph 6.1.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow FIRM to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. FIRM shall be paid for all services performed, including any services performed due to the termination, to the date of termination.

## SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

7.1.1 All Documents including Drawings and Special Specifications prepared by FIRM pursuant to this Agreement are instruments of service in respect of the Project. CITY may make and retain copies of Documents for information and reference in connection with use on the Project by CITY. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by FIRM for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to FIRM.

7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed 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.

7.2 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Arkansas. The venue for any action between CITY and FIRM related to the Project or this Agreement shall be in the Circuit Court of the Fort Smith District of Sebastian County, Arkansas.

7.3 Successors, Assigns, and Beneficiaries

7.3.1 CITY and FIRM each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and FIRM (and to the extent permitted by paragraph 7.3.2, the assigns of CITY and FIRM) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.3.2 Neither CITY nor FIRM may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or FIRM to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and FIRM and not for the benefit of any other party.

7.4 Access To Records

The FIRM 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 term of this Agreement and for three (3) years from the date of final payment under this Agreement, 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 at CITY'S expense. The CITY reserves the right to audit all project related documents. A copy of FIRM'S monthly reports will be provided to the CITY. The CITY reserves the right to audit all records. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

7.5 Standards of Performance

7.5.1 The standard of care for all professional and related services performed or furnished by FIRM under this Agreement will be the care and skill ordinarily used by members of FIRM's profession practicing under similar circumstances in the same geographical region. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon FIRM in excess of this standard of care. FIRM shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. FIRM shall correct such deficiencies without additional compensation for a period of one (1) year following the completion of that Service except to the extent such action is directly attributable to deficiencies in CITY-furnished information or others not under contract with FIRM.

7.5.2 FIRM shall not be required to sign any documents, no matter by whom requested, that would result in the FIRM having to certify, guarantee, or warrant the existence of conditions whose existence the FIRM cannot ascertain. CITY agrees not to make resolution of any dispute with the FIRM or payment of any amount due to the FIRM in any way contingent upon the FIRM signing any such documents.

7.6 Insurance

7.6.1 FIRM shall procure and maintain insurance as set forth below. FIRM shall cause CITY to be listed as an additional insured on the commercial general liability insurance policy carried by FIRM. FIRM shall each deliver to the CITY certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of FIRM's services and at renewals thereafter during the performance of FIRM'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance".**

7.6.2 FIRM's insurance shall include the designated types and coverage limits:

7.6.2(A) Workers' Compensation – Limits as required by controlling law;

7.6.2(B) Professional liability - Each claim made and annual aggregate limit of $2 Million;

7.6.2(C) Automobile liability - Each accident of $1 Million;

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate limit of $5 Million.

7.6.3 CITY and FIRM release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of FIRM's services. A provision similar to this shall be incorporated into all construction contracts entered into by CITY, and all construction contractors shall be required to provide waivers of subrogation in favor of CITY and FIRM for damage covered by any construction contractor's property insurance.

Note: FIRM will provide a copy of any and all renewal certificates when issued.

7.7 Indemnification

7.7.1 To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY and its officers and employees from and against damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such, damage, loss or expense brought or asserted by any third party (a) is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the FIRM, anyone directly or indirectly employed by the FIRM or anyone for whose acts the FIRM may be liable.

7.8 Waiver

7.8.1 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.

7.9 Notices

7.9.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.10 Survival

7.10.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.11 Severability

7.11.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and FIRM.

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by FIRM relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on FIRM'S experience, qualifications, and judgment as a design professional. Since FIRM has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, FIRM does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by FIRM.

7.13 Limitation of Liability

7.13.1 Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of CITY, or governmental fines or penalties.

7.13.2 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of FIRM, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to CITY and anyone claiming by, through or under CITY, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of FIRM, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the coverage limits of FIRM’s insurance as set forth in paragraph 7.6. The parties agree that specific consideration has been given by the FIRM for this limitation and that it is deemed adequate.

7.14 Delays

7.14.1 In the event the services of the FIRM are suspended or delayed by the CITY, the FIRM shall be entitled to additional compensation for reasonable costs incurred by the FIRM in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the FIRM'S services.

7.15 Job Safety

7.15.1 Neither the professional services or other activities of the FIRM herein, nor the presence of the FIRM or its employees and subconsultants at a construction/project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FIRM and its personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The CITY agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be carried out in the CITY'S agreement with the General Contractor. The CITY also agrees that the CITY, FIRM and the FIRM'S consultants shall be made additional insured under the General Contractor's general liability insurance policy. Furthermore, in any hold-harmless agreements between the CITY and any contractor who may perform work in connection with any professional services rendered by CITY, the CITY will require such contractor(s) to defend and indemnify the FIRM against third-party suits.

7.16 Force Majeure

7.16.1 Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so impacted, in whole or in part, such Party will promptly notify the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time and costs of performance will be modified.

SECTION 8 - EXECUTION

8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between CITY and FIRM and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

8.3 CITY shall compensate FIRM for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Two million, four hundred seventy four thousand dollars and no/100 ($2,474,000.00)** without written approval of the CITY.

8.4 FIRM shall perform services set forth herein in accordance with the terms of this Agreement for an initial period of one (1) years beginning upon lodging of the modification. An option is included for annual renewal for an additional three (3) year period from the project start date, which shall be upon the lodging of the modification and Notice to Proceed issued by the CITY.

8.5 Address for giving notices:

| City | Professional Services Provider |
|---|---|
| City of Fort Smith | _____ |
| C/O Engineering Department | _____ |
| 623 Garrison Avenue | _____ |
| Fort Smith, AR 72901 | _____ |

8.6 Designated Representative (see Section 3.8):

| City | Professional Services Provider |
|---|---|
| _____ | _____ |
| (Print Name) | (Print Name) |
| Title: _____ | Title: _____ |
| Phone Number: _____ | Phone Number: _____ |
| Facsimile Number: _____ | Facsimile Number: _____ |
| E-Mail Address: _____ | E-Mail Address: _____ |

(The Remainder Of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(City)

By: _____
George McGill, Mayor

_____
(City Clerk), Sherri Gard

Date Signed: _____

(SEAL)

_____
(Firm - Company Name)

By: _____
President

_____
(Corporate Secretary)

_____
(Witness)

_____
(Printed Name)

_____
(Mailing Address)

_____
(City) (State) (Zip)

Firm License or Certificate No. _____

State of: _____

NOTE: If Firm is a corporation, Corporation Secretary should attest.

Exhibit A

CITY OF FORT SMITH, ARKANSAS

# PROGRAM MANAGEMENT SERVICES FOR FEDERAL WASTEWATER CONSENT DECREE

## DRAFT SCOPE OF SERVICES

Prepared for:
City of Fort Smith, Arkansas

Prepared by:
Arcadis U.S., Inc.

Draft for Contract Negotiation

*This draft is intended as a negotiating document and should be coordinated with the final professional services agreement, compensation exhibit, insurance requirements, and City procurement/legal requirements before execution.*

## Purpose and Program Objective

The City of Fort Smith has made substantial progress implementing its Federal Wastewater Consent Decree, including completion of system assessments, development and implementation of remedial measures, advancement of capital improvements, implementation of capacity and CMOM-related activities, and establishment of long-term funding mechanisms. The modified Consent Decree establishes the framework for the next phase of implementation and places increased emphasis on sustained project delivery, risk-based prioritization, financial planning, measurable rehabilitation production, and documentation of compliance.

Arcadis U.S., Inc. (Arcadis) will serve as the City's Program Manager and trusted advisor to integrate these activities into a coordinated, executable program. Arcadis will build upon the City's existing work, systems, data, and institutional knowledge rather than recreate completed efforts. The Program Management Team will work collaboratively with City staff, subconsultant RJN, the City's existing design professionals, contractors, regulators, and stakeholders to maintain current delivery momentum while strengthening the management systems, controls, prioritization methods, financial framework, and project-delivery practices necessary to achieve Consent Decree compliance and support the City's long-term wastewater infrastructure objectives.

Program services will be guided by the following principles:

- Disciplined program management supported by local accountability and national expertise.
- Data-driven I&I and SSO reduction strategies that focus resources where they provide the greatest measurable benefit.
- Development of sustainable asset-management and business practices that continue to provide value beyond completion of the Consent Decree Program.

## Basis and General Approach

This Scope of Services is based on the City's RFQ for Program Management Services for the Federal Wastewater Consent Decree, Arcadis' submitted Statement of Qualifications, the City's Consent Decree and subsequent modification, and the program approach presented during the selection interview. The scope is organized around program execution and deliverables rather than solely around the procurement categories used in the RFQ.

Arcadis' base program-management services are intended to provide overall program integration, administration, decision support, controls, regulatory coordination, financial planning support, system model updates, model reviews, full-time construction oversight, reporting, and owner representation. Optional services to be coordinated with the City on an as-needed basis include full-time construction inspections and specialized field inspections services. Detailed design, engineer-of-record services, significant model recalibration, and other project-specific technical services are not included in the base scope unless specifically identified or authorized by the City through a task order, amendment, or other written authorization.

## Scope Structure

For contracting and budget-control purposes, services are divided into three categories:

- Core Program Management Services - recurring and ongoing services performed throughout the contract term.
- Program Development and Initial Deliverables - front-loaded services associated with program launch, initial controls, the Program Execution Plan, and the initial integrated implementation roadmap.
- Project-Specific and Optional Services - variable services authorized by the City for individual projects or special needs.

## Task 1 - Program Management and Administration

Arcadis will serve as an extension of City staff in the management and implementation of the Federal Wastewater Consent Decree Program. Arcadis will provide overall program leadership, coordination, administration, and decision support necessary to maintain compliance obligations, advance active projects, plan and implement future capital improvements, and support the City's long-term wastewater system objectives.

Arcadis will coordinate the activities of City staff, Arcadis personnel, RJN, design consultants, construction contractors, regulatory agencies, and other program stakeholders as appropriate. Arcadis' role will focus on integration, coordination, decision support, program controls, and owner representation while preserving the contractual and professional responsibilities of the City's consultants, contractors, and staff.

### 1.1 Program Leadership and Coordination

- Provide leadership through a designated Program Manager and optional Deputy Program Manager roles.
- Provide on-site daily construction management and administration.
- Serve as the primary day-to-day program-management interface with designated City leadership and staff.
- Coordinate technical, operational, financial, construction, regulatory, and communication activities across the program.
- Establish and maintain program governance, escalation pathways, and decision-authority procedures.
- Coordinate with existing consultants and contractors to avoid duplication and preserve active-project momentum.
- Provide executive and Board briefing support as requested by the City.
- Employ digital tools as appropriate to achieve greater efficiency and productivity of all program components.
- Contract administration activities such as tracking active consultant/contractor agreements, authorizations, amendments, task orders, contract status, and expiration/budget thresholds.
- QA/QC oversight for program deliverables, meeting records, reports, and decision materials

### 1.2 Meeting and Decision Management

- Conduct regular program-management coordination meetings at a frequency agreed with the City.
- Prepare agendas, facilitate meetings, document actions, and track follow-up items.
- Maintain program action, decision, issue, risk, and change logs.
- Use rolling near-term look-aheads to identify decisions and constraints before they affect schedule or compliance.

### 1.3 Task 1 Deliverables

- Monthly Program Status Report.
- Updated action, decision, issue, risk, and change logs.
- Meeting agendas and action-oriented meeting records.
- Monthly invoice and task-level status summary.
- Executive or Board briefing materials as requested.

## Task 2 - Program Launch, Transition, and Initial Program Assessment

Arcadis will implement a collaborative Program Launch designed to integrate the program-management team with the City's existing organization while maintaining momentum on active Consent Decree activities and projects. The Program Launch is not intended to restudy completed work or replace established City processes without demonstrated benefit. Arcadis will build upon the City's existing investments, data, systems, procedures, and institutional knowledge.

### 2.1 First 30 Days - Listen, Learn, and Align

- Meet with City leadership, key staff, RJN, active design teams, construction teams, and other identified stakeholders and develop a program launch plan with success criteria.
- Review the Consent Decree, modification, current regulatory correspondence, annual reports, and active compliance commitments.
- Confirm near-term regulatory deadlines, project milestones, Board actions, and decisions that cannot be disrupted.
- Inventory active and planned projects, schedules, budgets, delivery methods, responsible parties, and current status.

- Review existing program systems, data sources, reporting practices, financial planning tools, and project controls.
- Document current governance, communication practices, decision rights, and escalation pathways.
- Conduct lessons-learned discussions to identify practices to preserve and areas where the City desires improvement.
- Prepare an initial program risk and opportunity assessment.

### 2.2 Days 31-60 - Collaborate and Enhance

- Evaluate opportunities to improve project prioritization, sequencing, and delivery packaging.
- Initiate program controls, integrated reporting, and standardized project-status practices.
- Align technical, operational, financial, regulatory, and community drivers within the decision-making framework.
- Establish initial program performance measures and KPIs.
- Evaluate delivery approaches, procurement sequencing, and resource needs.
- Build consensus around near-term priorities and decisions.

### 2.3 Days 61-90 - Deliver the Shared Roadmap

- Prepare the initial/draft Program Execution Plan.
- Prepare an initial integrated program schedule and annual compliance calendar.
- Confirm the program project inventory and near-term capital delivery strategy.
- Establish the initial program controls and dashboard framework.
- Establish the Financial Management Plan development framework and data requirements.
- Document near-term decisions, responsibilities, and next-phase actions.
- Prepare a shared implementation roadmap for City review.

*Final completion of individual Day-90 products will depend on timely access to City data, staff, consultants, and existing systems. Where sufficient information is not available, Arcadis will provide an initial framework, draft, or action plan identifying the remaining information and steps required for completion.*

## Task 3 - Program Execution Plan

Arcadis will develop, in collaboration with the City, a Program Execution Plan (PEP) establishing the governance, processes, procedures, controls, responsibilities, and management practices used to implement the Consent Decree Program. The PEP will be maintained as a living management document and may be updated as program needs, regulatory requirements, delivery strategies, or City procedures evolve.

The PEP is anticipated to address, at a minimum:

- Program objectives, success measures, and key performance indicators.
- Program governance and organizational structure.
- Roles, responsibilities, and decision-authority matrix.
- Communication and escalation protocols.
- Program work breakdown structure.
- Project lifecycle and milestone expectations.
- Scheduling and baseline management standards.
- Cost management and forecasting standards.
- Risk and issue management.
- Change management and approval procedures.
- Document and records management.
- Quality management expectations.
- Procurement and delivery process guidance.
- Design and constructability coordination.
- Construction coordination and owner representation procedures.

- Data governance and systems-of-record practices.
- Dashboard, reporting, and KPI definitions.
- Regulatory reporting and compliance calendar.
- Stakeholder and community communication procedures.
- Lessons-learned and continuous improvement process.

### 3.1 Deliverables

- Draft PEP for City review.
- Final PEP incorporating agreed City comments.
- Annual PEP review.
- Periodic PEP updates, when requested or required by material program changes.

## Task 4 - Consent Decree Compliance Management and Regulatory Support

Arcadis will support the City in maintaining a clear and documented relationship between Consent Decree requirements, program activities, capital projects, schedules, funding, and reported outcomes. Arcadis will maintain a compliance obligations matrix identifying applicable requirements, responsible parties, deliverables, milestone dates, status, supporting documentation, and potential risks to compliance.

- Maintain and update the Consent Decree compliance obligations matrix.
- Coordinate Task 8 Effectiveness Evaluations and Model updates with Consent Decree Compliance
- Track milestone dates and production commitments established by the Consent Decree and modification.
- Coordinate development and review of regulatory deliverables.
- Support preparation of regulatory correspondence and briefing materials.
- Support meetings with EPA, DOJ, State agencies, and other regulatory stakeholders when requested by the City.
- Maintain records of regulatory commitments, decisions, and follow-up actions.
- Track force-majeure or other schedule-impacting events and supporting documentation.
- Evaluate technically supportable regulatory strategies and alternatives when requested.
- Support the City in presenting technically and financially supportable requests for regulatory consideration when directed by the City.

*Arcadis will not provide legal opinions or legal representation. Regulatory strategy services will be coordinated with the City's legal counsel where legal interpretation, privilege, negotiation authority, or legal strategy is involved.*

## Task 5 - Program Controls

Arcadis will develop, implement, and maintain an integrated program-controls framework to support consistent management of scope, schedule, cost, funding, risk, issues, changes, documents, safety information, and performance reporting across the City's Consent Decree Program. Arcadis will evaluate the City's existing controls practices, data, systems, coding structures, reports, and management processes. We will build upon the City's existing systems and sources of record, establishing a program controls framework which defines authoritative data sources, update responsibilities, reporting cutoffs, review procedures, approval requirements, and escalation pathways appropriate to the program.

### 5.1 Program Controls and Data Integration Plan

- Develop a Program Controls Plan as a component of the Program Execution Plan.
- Establish a program Work Breakdown Structure and related project, contract, funding, phase, schedule, cost, and reporting codes, coordinated with existing City structures to the extent practical.
- Define the relationship among program scope, project inventory, regulatory obligations, schedule activities, budgets, commitments, expenditures, funding sources, risks, changes, decisions, documents, and performance measures.
- Establish controls procedures, roles, responsibilities, data ownership, update requirements, reporting cutoffs, review workflows, approval thresholds, and escalation pathways.

- Define baseline establishment, maintenance, change-control, forecasting, variance-analysis, and reporting requirements.
- Establish consistent project-status and controls templates for use by City staff, Arcadis, RJN, design consultants, construction contractors, and other program participants, as applicable.
- Identify the City systems and supporting data sources to be used for each controls function and document the authoritative source for material program information.
- Evaluate data completeness, consistency, and readiness and maintain a data-gap or exception log for information needed to support reliable controls and reporting.
- Coordinate the controls framework with the compliance obligations matrix, annual reporting calendar, Financial Management Plan, project-delivery processes, and dashboard architecture.
- Periodically review the controls framework and recommend practical refinements based on program needs, lessons learned, and changes in City systems or procedures.

## 5.2 Integrated Master Schedule

- Develop and maintain an Integrated Master Schedule incorporating Consent Decree obligations, annual production commitments, planning, investigations, design, permitting, easements, procurement, Board actions, funding decisions, construction, commissioning, closeout, regulatory deliverables, and other major program activities and dependencies.
- Integrate available project-level schedules and milestone information into the program schedule at a level appropriate for program management.
- Establish the initial schedule baseline using the approved Project Delivery Plan, project inventory, regulatory requirements, available project schedules, and agreed City assumptions.
- Define standard lifecycle milestones and stage gates for planning, design, permitting, procurement, construction, and closeout.
- Identify critical and near-critical paths, interproject dependencies, schedule interfaces, external constraints, required City decisions, and activities that may affect Consent Decree compliance.
- Incorporate known resource, funding, procurement, regulatory, seasonal, operational, and constructability constraints where information is available.
- Compare current and forecast dates with approved baseline dates and identify material variances, emerging delays, and adverse trends.
- Evaluate schedule impacts associated with proposed or approved changes, risks, funding decisions, regulatory actions, and project-delivery alternatives.
- Develop rolling look-aheads to highlight near-term milestones, submittals, procurement actions, decisions, constraints, and required mitigation measures.
- Coordinate with project managers, design teams, contractors, City staff, and other responsible parties to validate schedule status and forecast information.
- Support development and monitoring of schedule-recovery or mitigation actions when material delays or constraints are identified.
- Maintain schedule narratives documenting material changes, assumptions, critical-path considerations, constraints, and recommended actions.
- Update the Integrated Master Schedule monthly, or at another frequency agreed with the City, and provide schedule information for executive, Board, financial, and regulatory reporting.

## 5.3 Cost Management

- Establish and maintain program- and project-level budget information using data provided by the City and teams.
- Align cost information with the program Work Breakdown Structure, project inventory, contracts, schedules, funding sources, and reporting requirements.
- Establish the initial program and project cost baselines using the Project Delivery Plan estimates, approved budgets, authorized contracts, and other City-approved information.

- Track, as information is available, original and current budgets, authorized funding, commitments, contract values, approved changes, actual expenditures, accruals, anticipated costs, contingency, and forecast at completion.
- Maintain project and program forecasts based on current commitments, progress, schedule, risks, changes, and remaining work.
- Develop anticipated cash-flow and expenditure forecasts and coordinate the results with Task 9, Financial Management Plan and Funding Support.
- Compare actual and forecast performance with approved budgets and baselines and identify material variances, emerging cost pressures, contingency use, funding constraints, and potential overruns.
- Track budget transfers, funding allocations, and approved changes affecting project or program financial baselines.
- Support reconciliation of controls information with City financial records and identify unresolved differences for City review.
- Provide cost and funding information for monthly status reports, dashboards, Board materials, annual Consent Decree reporting, and financial planning.
- Support development and monitoring of corrective actions when material cost, funding, or cash-flow variances are identified.
- Maintain program- and project-level budget information provided by the City and project teams.

### 5.4 Risk and Issue Management

- Establish and maintain a program risk and opportunity register addressing regulatory, technical, operational, financial, funding, schedule, procurement, market, construction, safety, quality, stakeholder, data, and external risks and opportunities.
- Define a consistent methodology for risk and opportunity identification, categorization, likelihood, consequence, priority, ownership, response planning, escalation, monitoring, and closure.
- Identify potential effects on Consent Decree compliance, cost, schedule, funding, operations, safety, quality, community commitments, and program outcomes.
- Assign a responsible owner and target response date for each material risk, opportunity, or mitigation action.
- Conduct periodic risk reviews and facilitate focused risk workshops for significant projects, delivery packages, regulatory milestones, or program decisions, as appropriate.
- Monitor mitigation actions, residual exposure, trigger conditions, and changes in risk status.
- Evaluate schedule and cost implications of material risks and incorporate agreed risk effects into forecasts or contingency analyses where appropriate.
- Escalate risks that require City action, policy direction, funding decisions, regulatory coordination, or changes to approved baselines.
- Track force-majeure and other schedule-impacting events in coordination with Task 4 and maintain available supporting documentation.
- Identify opportunities to improve delivery, reduce cost, accelerate schedule, strengthen competition, improve I&I or SSO outcomes, or reduce long-term program risk.
- Report priority risks, opportunities, trends, mitigation status, and decisions required through the agreed program-management cadence.

### 5.5 Issue, Action, and Decision Management

- Maintain integrated issue, action, and decision logs coordinated with Task 1.
- Document each material issue, its potential effect, responsible party, required resolution date, current status, and related actions or decisions.
- Identify and escalate issues that may affect compliance, cost, schedule, funding, safety, quality, operations, procurement, or community commitments.
- Maintain a decision log identifying the decision required, decision authority, required-by date, supporting information, alternatives considered, decision outcome, and resulting actions.
- Link material decisions to affected risks, changes, schedule activities, budgets, contracts, regulatory obligations, and supporting documents.

- Use rolling look-aheads and controls reviews to identify decisions before they become constraints to project or program delivery.
- Track actions through closure and report overdue or unresolved items through the agreed program-management cadence.

### 5.6 Change and Baseline Management

- Establish and maintain a consistent change-management process for proposed or approved changes affecting program or project scope, cost, schedule, funding, regulatory commitments, delivery strategy, or performance requirements.
- Define change categories, documentation requirements, review responsibilities, approval thresholds, and escalation pathways consistent with City authority and the executed agreement.
- Maintain a change log documenting the origin, description, justification, status, responsible party, cost effect, schedule effect, funding effect, risk effect, regulatory effect, required approvals, and disposition of each material change.
- Evaluate proposed changes against approved scope, schedule, cost, funding, risk, compliance, and project-delivery baselines.
- Support preparation of independent program-level assessments of material change impacts based on information furnished by the responsible project parties.
- Present material proposed changes, alternatives, effects, and decisions required to the appropriate City decision authority.
- Document approved changes and update affected baselines, forecasts, schedules, budgets, risks, decisions, contracts, and reports after receipt of the required City authorization.
- Maintain traceability between approved changes and the supporting City authorization, task order, amendment, contract modification, or other controlling document.
- Track aggregate change trends and identify recurring causes or systemic issues that may warrant corrective action or process improvement.
- Do not direct or authorize changes reserved to the City, design professional, or contractor under their respective agreements.

### 5.7 Document and Controls Records Management

- Coordinate with the City to establish program-level document-control requirements consistent with the City's existing systems, records policies, and contractual requirements.
- Define document naming, metadata, version control, status, review, approval, retention, and filing conventions for program-controls records.
- Maintain organized and traceable records supporting schedules, budgets, forecasts, risks, issues, changes, decisions, assumptions, approvals, and reports.
- Establish registers or trackers for material controls documents, correspondence, submittals, and approvals where not already maintained by the responsible project party.
- Support document-status and turnaround reporting for controls-related records that may affect schedule or compliance.
- Identify incomplete, inconsistent, outdated, or unavailable supporting documentation and track resolution through the data-gap or issue-management process.
- Coordinate with Task 10 to support appropriate retrieval, reporting, and dashboard use of controls records.

### 5.8 Safety, Quality, and Performance Information

- Coordinate with City staff, project managers, construction-management personnel, consultants, and contractors to identify agreed program-level safety and quality information for management reporting.
- Track available safety indicators, significant incidents, corrective-action status, quality issues, nonconformance trends, or other agreed information provided by the parties responsible for safety and quality.
- Incorporate material safety or quality risks and issues into the program risk, issue, schedule, cost, change, and decision processes where they may affect program delivery.

- Support consistent reporting of safety and quality information for management awareness without assuming the safety responsibilities, means and methods, quality-control duties, or contractual obligations of contractors or design professionals.
- Coordinate relevant program-level information with Tasks 12 and 13 for design- and construction-phase management.

### 5.9 Controls Review, Variance Analysis, and Reporting Support

- Conduct a monthly Program Controls Review, or another frequency agreed with the City, addressing schedule, cost, funding, forecast, risk, issues, changes, decisions, and data quality.
- Prepare concise variance narratives identifying current status, root causes, potential effects, accountable parties, proposed corrective actions, decisions required, and target resolution dates.
- Monitor corrective and recovery actions through closure.
- Prepare controls inputs for the Monthly Program Status Report, executive and Board briefings, dashboards, Annual Consent Decree Report, Financial Management Plan, compliance reporting, and other agreed program communications.
- Reconcile program-level information with underlying project information and document material qualifications or unresolved differences.
- Maintain historical snapshots or period records sufficient to explain material movements in schedule, cost, forecast, risk, or change status.
- Support trend analysis of cost, schedule, change, decision, and risk information where sufficient and reliable data are available.
- Coordinate with Task 17 to support KPI definitions and program-performance measurement. .

## Task 6 - Annual Consent Decree Reporting

Arcadis will coordinate preparation of the City's annual Consent Decree report using the City's established reporting framework to the extent practical. Arcadis will focus on improving consistency, traceability, efficiency, and integration between program controls and regulatory reporting so that information used to manage the program throughout the year also supports annual reporting.

- Establish and maintain the annual reporting calendar and data request schedule.
- Identify data requirements and responsible parties.
- Develop data pipelines for automated reporting where available.
- Compile project status, rehabilitation production, expenditure, SSO, CMOM, financial, and other required information.
- Coordinate inputs from City staff, RJN, consultants, and contractors.
- Prepare draft annual report content and supporting tables/figures.
- Perform internal quality reviews.
- Coordinate City review and incorporate agreed comments.
- Prepare the final annual report or final submission package, as directed.
- Support responses to regulator questions regarding the report.

## Task 7 - Project Delivery Plan and Capital Improvement Program Optimization

Arcadis will review and update the City's existing Project Delivery Plan and capital program to establish a practical, defensible, financially achievable, and regulator-ready implementation strategy. The objective will not be to create a new project list for its own sake, but to optimize the sequencing, scope, packaging, and delivery of required improvements to achieve measurable SSO reduction, I&I reduction, capacity improvement, risk reduction, and regulatory benefit.

### 7.1 Project Inventory and Validation

- Maintain a consolidated inventory of active, planned, and future projects.
- Confirm project scope, status, budget, schedule, regulatory driver, delivery method, design readiness, dependencies, and responsible parties.
- Identify gaps, overlaps, and sequencing conflicts.

### 7.2 Risk-Based Prioritization

Arcadis will support prioritization using available information such as:

- SSO history, frequency, and volume.
- Structural condition and defect severity.
- I&I contribution and wet-weather response.
- Failure and repair history.
- Consequence of failure and service criticality.
- Maintenance history and recurring operational issues.
- Hydraulic capacity and model results.
- Constructability, access, bypass, easement, and permitting constraints.
- Project readiness, cost, schedule, and delivery risk.
- Community and traffic impacts.
- Regulatory deadlines and annual production requirements.

### 7.3 Project Packaging and Sequencing

- Confirm completed consent decree repair, replacement, or upsizing obligations completed and establish remaining inventory of work to be completed.
- Evaluate packaging by geography, technology, access/bypass requirements, contractor capability, construction season, procurement efficiency, and economies of scale.
- Coordinate packaging with annual rehabilitation production requirements and funding availability.
- Evaluate market capacity and City management capacity when establishing package size and sequencing.
- Develop and maintain a multi-year implementation schedule.

### 7.4 Delivery Method Evaluation

- Evaluate design-bid-build and other conventional approaches.
- Evaluate CMAR, design-build, or other alternative delivery approaches when legally and programmatically applicable.
- Evaluate IDIQ/on-call rehabilitation contracting or similar contracting strategies where advantageous.
- Provide recommendations for City consideration based on schedule, cost, risk allocation, competition, and administrative burden.

*Evaluation of an alternative delivery approach does not constitute authorization to implement it. Implementation will be subject to applicable procurement law, City approval, and separate authorization where required.*

## Task 8 - I&I Reduction, Modeling, and Effectiveness Evaluation

Arcadis, working with the City and RJN, will integrate available flow monitoring, rainfall, SSES, condition assessment, SSO, hydraulic modeling, maintenance, and rehabilitation-performance information to support prioritization of future investments and evaluation of completed improvements.

- Review existing monitoring, SSES, condition, rehab, and model information for program-level decision support.
- Leverage flow monitoring and other field activities as necessary to quantify effectiveness
- Evaluate historic rehabilitation performance and lessons learned.
- Support validation of model applications appropriate to program decisions.
- Identify high-I&I, high-SSO, and recurring problem areas for focused evaluation.
- Differentiate inflow and infiltration drivers where data support such differentiation.
- Evaluate rehabilitation, operational, and capacity-improvement strategies.

- Evaluate holistic versus structural-only rehabilitation approaches where appropriate.
- Recommend supplemental investigations where existing information is insufficient.
- Develop or support pre-/post-rehabilitation effectiveness evaluation protocols.
- Use effectiveness results to refine future prioritization, packaging, and capital decisions.

*Detailed SSES field investigations, installation or maintenance of flow monitors, large-scale hydraulic model recalibration, detailed rehabilitation design, and other field or design services are not included in the base program-management scope unless specifically authorized.*

## Task 9 - Financial Management Plan and Funding Support

Arcadis will support the City in developing and maintaining the Financial Management Plan required by the modified Consent Decree. The Financial Management Plan will integrate the optimized capital improvement program, implementation schedule, Consent Decree and non-Consent Decree wastewater needs, operating requirements, available revenues, debt capacity, grants, financing strategies, and affordability considerations into a long-term financial framework.

- Review the City's existing utility financial model and available financial planning information.
- Integrate the capital program schedule and forecast cash flow.
- Forecast capital expenditures and major program operating requirements.
- Incorporate applicable sewer-rate revenues, sales-tax revenues, bond proceeds, grants, SRF funding, and other known funding sources.
- Evaluate potential future funding gaps and timing constraints.
- Support scenario testing for project timing, annual spending, funding mix, and delivery alternatives.
- Support rate and revenue planning assumptions for engineering/program purposes.
- Support annual Financial Management Plan updates.
- Prepare decision-ready financial summaries for City leadership and Board communication.

*Arcadis' services under this task are limited to engineering, programmatic, capital-planning, and utility financial-modeling support and do not constitute municipal financial advisory, securities, bond counsel, legal, tax, or accounting services.*

## Task 10 - Program Information Management, Dashboards, and Reporting

Arcadis will work with the City to establish an integrated program-information framework that leverages existing City systems to the greatest practical extent and provides reliable information for day-to-day management, executive decision-making, Board communication, and Consent Decree reporting.

### 10.1 Executive Dashboard

- Compliance status and major milestones.
- Budget and forecast.
- Funding status.
- Top risks and issues.
- Decisions required.
- Key performance indicators.

### 10.2 Program Delivery Dashboard

- Project inventory and lifecycle status.
- Design/procurement/construction readiness.
- Schedule and cost forecasts.
- Changes and risks.
- Packaging and procurement status.
- Near-term decisions and constraints.

### 10.3 Collection System Dashboard

- SSO tracking and recurrence.
- Rainfall and flow monitoring information.
- Cleaning and maintenance activity.
- CCTV and condition information.
- Rehabilitation and project locations.
- Post-project performance information where available.

*Arcadis will first evaluate and leverage the City's existing information systems and available integrations. New software, licenses, custom application development, third-party hosting, and significant system integrations are excluded unless specifically authorized.*

## Task 11 - Project Management and Owner's Agent Services

For projects assigned by the City, Arcadis will act as the City's program-level project manager and owner's representative. Arcadis will coordinate the activities of the City's design consultants and construction contractors but will not assume the contractual responsibilities, means and methods, professional responsibility, or construction obligations of those parties.

- Project initiation and scope confirmation.
- Schedule and budget monitoring.
- Coordination of City and consultant reviews.
- Permitting, easement, utility, and stakeholder coordination tracking.
- Procurement coordination.
- Project risk and issue management.
- Construction-phase coordination at the program/owner level.
- Project closeout coordination and lessons learned.

## Task 12 - Design-Phase Management

For projects specifically assigned by the City, Arcadis may provide design-phase management services including:

- Design kickoff and scope alignment.
- Monitoring of design schedule and milestone completion.
- Coordination of City, operations, and stakeholder reviews.
- Evaluation of design and specifications for I&I reduction effectiveness.
- Constructability and operability review coordination.
- Review of cost estimates and value opportunities.
- Rehabilitation technology review.
- Permitting and easement status tracking.
- Bid-readiness review.
- Review for consistency with program objectives and Consent Decree commitments.

*Unless separately authorized as engineer of record, Arcadis' reviews under this task are program-management and owner-advisory reviews and do not replace the design consultant's professional responsibility, quality-control obligations, or responsibility for the accuracy and completeness of design documents.*

## Task 13 - Construction Management / Construction Administration Support

### 13.1 Base Program-Level Construction Oversight

- Daily oversight of all consent decree related construction activities, that may include at the owner’s discretion, non-sewer project construction with consent decree or I&I reduction implications.
- Maintain awareness of the master construction schedule and major compliance milestones.

- Monitor project-level risks, changes, claims trends, and contractor performance at the program level.
- Coordinate interfaces among City staff, designers, contractors, operations, utilities, and other stakeholders.
- Identify emerging issues requiring City decision or escalation.
- Periodic construction observation (monitoring of all ongoing consent decree related construction).
- Construction progress meeting facilitation and issues tracker.
- Change Order evaluation and recommendations.

### 13.2 Project-Specific Construction Services

When requested or otherwise authorized, project-specific services may include:

- IDIQ Contracting – which may include specification development, procurement support, contracting, task order production, contract management, etc.
- Resident construction observation.
- Pay application review.
- RFI and submittal administration.
- Schedule review and delay analysis.
- Punch-list and closeout support.
- Record-document coordination.
- Claims support.

*The level of construction presence, inspection, and administration for each project will be defined in coordination with City Staff.*

## Task 14 – Outreach Services

### 14.1 Procurement, Contractor Market Outreach, and Delivery Capacity

- Maintain a forecast of upcoming program procurements.
- Support contractor and design-consultant market outreach.
- Assist with industry forums or outreach sessions when requested.
- Provide visibility into anticipated project pipeline, package types, and procurement timing.
- Evaluate package size, market capacity, bidding conditions, and potential competition.
- Support procurement document development and prebid/preproposal activities when requested.
- Support evaluation activities when requested and permitted by City procurement procedures.

### 14.2 Stakeholder and Community Engagement

Arcadis will support the City in providing clear, timely, and transparent communication regarding Consent Decree implementation, capital investments, project impacts, program progress, and measurable benefits.

- Identify key stakeholders, assess communications needs and potential risks / common challenges
- Develop and maintain a program communication strategy in coordination with the City.
- Support Board and leadership messaging and attend Board meetings.
- Support public website content and program-progress graphics.
- Support location-based project information and project-specific public notices.
- Support neighborhood, business, and stakeholder coordination.
- Support public meetings, open houses, and other outreach events when requested.
- Maintain stakeholder issue tracking and support timely resolution.
- Support communication of rate, funding, and community-value information in coordination with the City.

## Task 16 - CMOM and Long-Term Asset Management Integration

Arcadis will evaluate opportunities to strengthen the connection between Consent Decree capital improvements, CMOM activities, maintenance history, condition assessment, SSO recurrence, and long-term asset-management

decision-making. The objective will be to transition successful Consent Decree processes into sustainable utility business practices.

- Review available performance information for FOG, root control, cleaning, CCTV, and preventive-maintenance activities.
- Evaluate recurring SSO and maintenance patterns for integration into capital prioritization.
- Support use of condition and consequence information in long-term asset planning.
- Identify opportunities to align rehabilitation lifecycle strategies with O&M practices.
- Recommend practical improvements to data integration and decision processes.
- Review comprehensive sewer system linear assets and make recommendations for future investment in asset renewal and/or replacement strategy.

## Task 17 - Program Performance Measurement and Continuous Improvement

Arcadis will establish and periodically review program performance measures and will recommend adjustments to priorities, delivery strategies, controls, staffing, project packaging, or technical approaches based on measured results and lessons learned.

Potential program KPIs may include, as applicable:

- Linear feet of sewer rehabilitated annually and cumulatively.
- Manholes rehabilitated annually and cumulatively.
- SSO count, volume, recurrence, and wet-weather trends.
- Measured I&I or RDII reduction where data support quantification.
- Projects delivered and regulatory milestones achieved.
- Schedule and budget performance.
- Change-order trends.
- Bidder participation and procurement performance.
- Cost per unit of rehabilitation or measurable performance improvement where meaningful.
- Decision turnaround and issue-resolution performance.

## Additional / Optional Services

The following services are excluded from the base Program Management scope unless specifically authorized by the City through an amendment, task order, or other written authorization:

- Detailed engineering design and engineer-of-record services.
- New or expanded SSES field investigations.
- Additional flow-monitor installation, operation, and maintenance.
- Major hydraulic model recalibration or development.
- Surveying and subsurface utility engineering.
- Geotechnical investigations.
- Environmental studies and permitting.
- Property acquisition, appraisal, or legal easement services.
- Laboratory or material testing.
- Bond counsel, municipal financial advisor, securities, tax, or accounting service subcontracting and support.
- Specialized IT development, software licenses, third-party hosting, or major systems integration.
- Expert witness or litigation support.
- Emergency response services outside the agreed program-management scope.
- Management or engineering services for other City programs that directly or indirectly affect the consent decree program.

## City Responsibilities

The City will, as applicable:

- Designate a primary City program representative with authority to coordinate City decisions.
- Provide timely access to existing reports, models, project files, contracts, schedules, budgets, regulatory correspondence, and program data.
- Provide reasonable access to City staff, facilities, meetings, and information systems needed for the services.
- Facilitate access to existing consultants and contractors and authorize appropriate coordination.
- Provide timely review comments and decisions.
- Provide financial data and assumptions required for Financial Management Plan development.
- Maintain responsibility for policy, procurement, legal, regulatory, and funding decisions reserved to the City.
- Provide or arrange workspace and system access for embedded/on-site staff if required by the negotiated staffing plan.

## Key Personnel and Staffing

The Program Management Team will be led by the personnel identified in Arcadis' proposal and interview, subject to continued availability and the final negotiated staffing plan. The anticipated core leadership structure includes a Principal-in-Charge, Program Manager, Deputy Program Manager, Senior Construction Manager, Program Management/Regulatory Advisor, Program Controls/Framework support, I&I Reduction technical leadership, and RJN program-continuity and data support.

Specialized technical resources will be utilized as appropriate to individual program needs. Arcadis may substitute personnel of comparable qualifications when necessary, subject to applicable contract requirements and City approval where required.

## Anticipated Management Cadence

| Meeting / Activity | Typical Frequency | Purpose |
|---|---|---|
| Program Management Coordination | Weekly or biweekly | Priorities, decisions, risks, actions, look-ahead |
| Program Controls / Financial Review | Monthly | Schedule, cost, forecast, risk, funding |
| Executive Program Review | Monthly or quarterly | Performance, major decisions, compliance status |
| Board Support | Bimonthly | Program updates, funding, decisions |
| Regulatory Coordination | As required | Compliance, deliverables, strategy |
| Project-Specific Meetings | As required | Design, procurement, construction, issue resolution |

## General Assumptions

- Arcadis will rely on information furnished by the City, its consultants, contractors, and other third parties unless verification is specifically included in an authorized task.
- The City will retain ownership of City data and existing systems. Access to third-party systems will be subject to applicable licenses and permissions.
- The City will provide timely access to applicable systems, records, schedules, budgets, contracts, funding information, invoices, estimates, project-status information, and responsible personnel.
- The City will provide or authorize the system seats, licenses, permissions, and read-only access identified in the RFQ. Arcadis' purchase of a user seat will be limited to the requirement and commercial terms agreed by the parties.

- Arcadis will not replace the detailed scheduling, cost-control, document-control, safety, quality, or contract-administration responsibilities assigned to design consultants, contractors, construction managers, or other project parties.
- The level of effort for project-specific services will depend on the number, complexity, and phase of projects assigned to Arcadis.
- Substantial changes in Consent Decree requirements, project inventory, staffing expectations, meeting frequency, or regulatory obligations may require adjustment to scope and compensation.
- Travel, field presence, and on-site staffing assumptions should be defined in the compensation exhibit and staffing plan.
- Arcadis will not direct contractor means, methods, sequences, techniques, or safety programs unless expressly authorized and legally appropriate.
- Nothing in this scope transfers to Arcadis duties reserved by law or contract to the City, design professionals of record, construction contractors, regulators, legal counsel, or financial advisors.

## Recommended Task Authorization and Compensation Structure

For clarity of administration and to prevent the base Program Management scope from absorbing undefined project-specific services, the parties should consider the following commercial structure:

| Service Category | Recommended Authorization |
|---|---|
| Core Program Management | Annual not-to-exceed authorization |
| Initial Program Development | Discrete not-to-exceed T&M authorization within overall year-one budget |
| Capital / Technical Optimization | Annual allowance |
| Project Management / Owner's Agent | Annual T&M not-to-exceed authorization |
| Construction Inspection / CA | Initial annual T&M not-to-exceed budget, reviewable upon levels of service requested by the City every 6 months |
| Optional / Specialized Services | Separate amendment or task order with budget and payment terms agreed upon by both parties based on project specific requirements |

## Summary of Initial and Recurring Deliverables

| Deliverable | Initial / Recurring | Target Timing | Notes |
|---|---|---|---|
| Program Launch / Existing Conditions Summary | Initial | First 30 days | Shared understanding, risks, priorities, governance |
| Initial Controls and KPI Framework | Initial | By Day 60 | Schedule, risk, decisions, project status, reporting |
| Draft Program Execution Plan | Initial | By Day 90 | Subject to timely City data and review |
| Shared Implementation Roadmap | Initial | By Day 90 | Near-term actions, project strategy, compliance calendar |
| Financial Management Plan Framework | Initial | By Day 90 | Detailed completion per Consent Decree schedule |
| Program Management Report | Recurring | Monthly | Status, decisions, risks, schedule, cost, actions |
| Integrated Master Schedule | Recurring | Monthly update | Program and project milestones |
| Compliance Obligations Matrix | Recurring | Monthly / as needed | Regulatory dates, status, evidence |
| Annual Consent Decree Report | Recurring | Annual | Draft/final based on City schedule |
| Financial Management Plan Update | Recurring | Annual | As required by modified Consent Decree |
| Dashboards / Executive Reporting | Recurring | Agreed cadence | Executive, delivery, collection system views |
| CIP / Project Delivery Plan Update | Recurring | At least annually or as directed | Priorities, packaging, sequencing, funding |

## Contract Integration

This Scope of Services is intended to be incorporated into the parties' professional services agreement together with the negotiated compensation, schedule, staffing plan, insurance provisions, and other contractual terms. In the event of a conflict between this Scope of Services and the executed professional services agreement, the order of precedence established in the executed agreement will govern.

Any material service not expressly included in this Scope of Services or in an approved task order will be considered additional service and will require written authorization before performance.

*Draft prepared for negotiation purposes. Final task numbering, terminology, staffing commitments, deliverable dates, and compensation structure should be coordinated with the City of Fort Smith and Arcadis legal/contracting requirements.*

# Exhibit C – Fee Schedule

## Estimated Year-1 Fee Breakdown

### Task 1 - Program Management and Administration

**Estimated Fee - $100,000**

### Task 2 - Program Launch, Transition, and Initial Program Assessment

**Estimated Fee - $320,000**

### Task 3 - Program Execution Plan

**Estimated Fee - $74,000**

### Task 4 - Consent Decree Compliance Management and Regulatory Support

**Estimated Fee - $82,000**

### Task 5 - Program Controls

**Estimated Fee - $95,000**

### Task 6 - Annual Consent Decree Reporting

**Estimated Fee - $91,000**

### Task 7 - Project Delivery Plan and Capital Improvement Program Optimization

**Estimated Fee - $127,000**

### Task 8 - I&I Reduction, Modeling, and Effectiveness Evaluation

**Estimated Fee - $289,000**

### Task 9 - Financial Management Plan and Funding Support

**Estimated Fee - $60,000**

### Task 10 - Program Information Management, Dashboards, and Reporting

**Estimated Fee - $116,000**

### Task 11 - Project Management and Owner's Agent Services

**Estimated Fee - $130,000**

# 2026 Rate Schedule

## Professional Services

Invoices for services provided by ARCADIS U.S., Inc. consist of: (1) hourly rate professional services fees; (2) material and equipment expenditures and usage; (3) subcontractor costs; (4) travel, shipping, and communications charges; and (5) sales or gross receipt taxes, as applicable. Hourly rate fees for ARCADIS U.S., Inc. professional services are indicated below:

| | |
|---|---|
| Scientist/Engineer/Technical Support | 134.00 |
| Staff Scientist/Engineer I/Staff Consultant/Analyst I | 150.00 |
| Staff Scientist/Engineer II/Staff Consultant/Analyst II | 170.00 |
| Project Scientist/Engineer I/ Project Consultant/Analyst I | 215.00 |
| Project Scientist/Engineer II/Project Consultant/Analyst II | 250.00 |
| Senior Scientist/Senior Engineer I/Senior Consultant/Analyst | 257.00 |
| Senior Scientist/Senior Engineer II/Senior Consultant II | 289.00 |
| Principal Scientist/Principal Engineer I/Principal Consultant I | 295.00 |
| Principal Scientist/Principal Engineer II/Principal Consultant II | 304.00 |
| Director-Scientists/Engineers/Director-Consultants/Analysts | 334.00 |

| | |
|---|---|
| Field Technician II/Design Tech I | 91.00 |
| Field Technician III/Design Tech II | 105.00 |
| Field Technician IV/Drafter I | 116.00 |
| Field Technician V/Drafter II | 130.00 |
| Field Supervisor/CADD Designer I | 139.00 |
| Sr. Field Supervisor/CADD Designer II | 152.00 |
| Resident/Field Engineer/Project Designer/Architect I | 156.00 |
| Sr. Resident Engineer/Field Manager/Project Designer/Architect II | 189.00 |
| Project/Construction/Field Manager/Senior Designer/Architect I | 197.00 |
| Sr. Project/Field Manager/Senior Designer/Architect II | 204.00 |
| Project/Field Manager/Principal - Designer/Architect | 246.00 |
| Project/Field Director/Director- Designer/Architect | 298.00 |

| | |
|---|---|
| Doc Tech I | 77.00 |
| Doc Tech II | 89.00 |
| Project Assistant I | 95.00 |
| Project Assistant II | 135.00 |
| Project Controller | 252.00 |
| Business Manager | 295.00 |

Legal Proceedings: A surcharge of 50% will be added to the professional services rates for actual sequestered preparation time and for actual time spent in depositions, public testimony, court and/or hearings.

ARCADIS reserves the right to review and re-negotiate fee schedule rates on an annual basis to reflect market condition fluctuations.

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the table of contents of this document.*

# Exhibit C – Fee Schedule

## Task 12 - Design-Phase Management

**Estimated Fee - $175,000**

## Task 13 - Construction Management / Construction Administration Support

**Estimated Fee - $586,000**

## Task 14 – Outreach Services

**Estimated Fee - $106,000**

## Task 15 - CMOM and Long-Term Asset Management Integration

**Estimated Fee - $66,000**

## Task 16 - Program Performance Measurement and Continuous Improvement

**Estimated Fee - $57,000**

## Additional / Optional Services

Services excluded from the base Program Management scope unless specifically authorized by the City through an amendment, task order, or other written authorization:

**Recommended Discretionary Budget - $246,000 (Engineering Utilities Note: Changes to the Scope of the project will be presented to the Board of Directors for consideration as an amendment.)**

## Fee Schedule

Services will be provided and invoiced by CONSULTANT based on the time incurred at the labor rates defined in Exhibit B to this Fee Schedule, plus the reimbursement of travel costs, materials expense, and other direct costs as required to perform the Scope of Service as described in Exhibit A. Non-direct labor costs shall be invoiced per the terms described in Exhibit B. The total estimated fee indicated below shall be a not-to-exceed project cost for a period of 12 months. Any increase in the budget shall be brought before the City Board for consideration and approval. The fee breakdown shown above is an estimate. Cost overrun in any task may be covered by cost underrun in a separate task. A discretionary budget has been recommended for issue by the office of the City Engineer at their discretion for additional services as described in Exhibit A. Any remaining single year budget will be considered when negotiating estimated fee for follow-on years and shall be presented to the City Board for consideration and approval.

**Total Estimated Year One Time and Materials Not to Exceed Fee: $2,474,000.00**

**Total Recommended Discretionary Budget to be used by City Authorization: $246,000**

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** 3036394100 **FAX (A/C. No.):** (303) 758-9458
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Endurance American Insurance Company | 10641 |
| INSURER B: | Hartford Fire Insurance Co. | 19682 |
| INSURER C: | Hartford Underwriters Insurance Company | 30104 |
| INSURER D: | Property & Casualty Ins Co of Hartford | 34690 |
| INSURER E: | Twin City Fire Insurance Company | 29459 |
| INSURER F: | Hartford Casualty Insurance Co | 29424 |

**INSURED**
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570123224500 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 20ECSOL5969<br>SIR applies per policy terms & conditions | 06/01/2026 | 06/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B<br>C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | 20 UEN OL5968<br>AOS<br>20 UEN OL5973<br>HI | 06/01/2026<br>06/01/2026 | 06/01/2027<br>06/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| F | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $10,000 | | | 20XHUOL5972 | 06/01/2026 | 06/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| D<br>E | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 20WNOL5971<br>AOS<br>20WBROL5970<br>MA, WI | 06/01/2026<br>06/01/2026 | 06/01/2027<br>06/01/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| G | Architects & Engineers Professional | | | US00101061EO26A<br>Claims Made Prof-Poll Lia<br>SIR applies per policy terms & conditions | 06/01/2026 | 06/01/2027 | Each Claim<br>Annual Aggregate | $1,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project No. 30354674, Management Services for Federal Wastewater Consent Decree (Project Number 26-01-ES1). City of Fort Smith, Arkansas is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Fort Smith, Arkansas and their officers, directors, agents, employees in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

City of Fort Smith, Arkansas
Attn: Christy Deuster
623 Garrison Avenue
PO Box 1908
Fort Smith AR 72205 USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570123224500

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AGENCY CUSTOMER ID: 570000005571

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Arcadis U.S., Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570123224500 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570123224500 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER G: Indian Harbor Insurance Company | 36940 |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
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EXHIBIT D

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/25/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000005571

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: QBE Specialty Insurance Company | 11515 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570123221937 **REVISION NUMBER:**

**LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

RE: Project No. 30354674, Management Services for Federal Wastewater Consent Decree (Project Number 26-01-ES1).

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X PROPERTY<br>CAUSES OF LOSS / DEDUCTIBLES | 140011150 | 10/01/2025 | 10/01/2026 | BUILDING | |
| | BASIC / BUILDING | | | | PERSONAL PROPERTY | |
| | BROAD / CONTENTS | | | | X BUSINESS INCOME | Included |
| | SPECIAL | | | | X EXTRA EXPENSE | $5,000,000 |
| | EARTHQUAKE | | | | RENTAL VALUE | |
| | WIND | | | | BLANKET BUILDING | |
| | FLOOD | | | | X BLANKET PERS PROP | $87,577,091 |
| | X ALL RISK-Subject to Exclusions | | | | BLANKET BLDG & PP | |
| | Blkt PP Ded | | | | X Valuable Papers Limit | $1,000,000 |
| | | | | | X Boiler & Machinery | Included |
| | INLAND MARINE<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY<br>POLICY NUMBER | | | | |
| | CRIME<br>TYPE OF POLICY | | | | | |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |
| | | | | | | |

**SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Replacement cost coverage provided. A Waiver of Subrogation is granted in favor of City of Fort Smith, Arkansas and their officers, directors, agents, employees in accordance with the policy provisions of the Property policy.

**CERTIFICATE HOLDER**

City of Fort Smith, Arkansas
Attn: Christy Deuster
623 Garrison Avenue
PO Box 1908
Fort Smith AR 72205 USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

**Holder Identifier :**

**CERTIFICATE NUMBER:** 570123221937

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AGENCY CUSTOMER ID: 570000005571

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Arcadis U.S., Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570123221937 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570123221937 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 24 **FORM TITLE:** Certificate of Property Insurance

Earthquake & Flood Limits/Deductible

Earthquake Limit:
$3,250,048 CA;
$10,833,495 AL,AK,HI,ID,IL,IN,KY,MO,MT,NV,NM,OR,TN,UT,WA,WY;
$54,167,474 All Other Locations
Deductible: CA 5% $10,833 minimum; $2,708 storage and warehouse locations; 2% minimum; $1,083 All Other Locatio

Flood Limit:
$5,416,747 Zones A &V
$10,833,495 All Other Locations
Deductible: 2% $10,833 minimum A & V locations; $2,708 storage and warehouse locations; $1,083 All Other Locati



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EXHIBIT D

ACORD®

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000005571

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: QBE Specialty Insurance Company | 11515 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570123221941 **REVISION NUMBER:**

**LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

RE: Project No. 30354674, Management Services for Federal Wastewater Consent Decree (Project Number 26-01-ES1).

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X PROPERTY<br>CAUSES OF LOSS / DEDUCTIBLES | 140011150 | 10/01/2026 | 10/01/2027 | BUILDING | |
| | BASIC / BUILDING | | | | PERSONAL PROPERTY | |
| | BROAD / CONTENTS | | | | BUSINESS INCOME | |
| | X SPECIAL | | | | X EXTRA EXPENSE | $5,000,000 |
| | EARTHQUAKE | | | | RENTAL VALUE | |
| | WIND | | | | BLANKET BUILDING | |
| | FLOOD | | | | X BLANKET PERS PROP | $87,559,200 |
| | Blkt PP Ded | | | | BLANKET BLDG & PP | |
| | | | | | X Valuable Papers Limit | $1,000,000 |
| | INLAND MARINE<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY<br>POLICY NUMBER | | | | |
| | CRIME<br>TYPE OF POLICY | | | | | |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |

**SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Replacement cost coverage provided. POLICY DEDUCTIBLE: $2,708 Storage and Warehouses; $1,083 All Other Locations. A Waiver of Subrogation is granted in favor of City of Fort Smith, Arkansas and their officers, directors, agents, employees in accordance with the policy provisions of the Property policy.

**CERTIFICATE HOLDER**

City of Fort Smith, Arkansas
Attn: Christy Deuster
623 Garrison Avenue
PO Box 1908
Fort Smith AR 72205 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570123221941

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AGENCY CUSTOMER ID: 570000005571

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Arcadis U.S., Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570123221941 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570123221941 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 24 **FORM TITLE:** Certificate of Property Insurance

EQ, Flood, & Windstom Limits/Deductibles

Earthquake Limit:
$3,250,048 CA
$10,833,495 AL,AK,HI,ID,IL,IN,KY,MO,MT,NV,NM,OR,TN,UT,WA,WY
$54,167,474 All Other Locations
Deductible: CA 5% $10,833 minimum; $2,708 storage and warehouse locations; 2% minimum; $1,083 All Other Locatio

Flood Limit:
$5,416,747 Zones A &V
$10,833,495 All Other Locations
Deductible: 2% $10,833 minimum A & V locations; $2,708 storage and warehouse locations; $1,083 All Other Locati

Windstorm Limit:
$5,416,747 AL,DE,FL,GA,LA,MD,MS,NJ,NC,SC,TX,VA
$53,167,474 AOS
Deductible: 2.5% $10,833 minimum AL,DE,FL,GA,LA,MD,MS,NJ,NC,SC,TX,VA; $2,708 storage and warehouse locations; $
Other Locations



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# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 28, 2026

**SUBJECT:** Revised, Negotiated Agreement with Arcadis U.S., Inc. for the Program Management for the Federal Wastewater Consent Decree, Project 26-01-ES1

## SUMMARY

At the direction of the Board of Directors, staff contacted Arcadis U.S., Inc. to discuss and identify possible duplication of efforts for tasks that would provide possible cost savings to the original agreement scope. Attached for your review is a summary of the tasks, revised contract and cost controls, summary of negotiated scope revisions, and services from the original scope which were retained in the revised agreement.

Staff believes the revised scope appropriately responds to concerns identified during the contract review and negotiation process by reducing perceived overlapping activities, making greater use of existing City capabilities, consolidating related services, and phasing selected work to better correspond with program needs.

At the same time, the revised scope retains the core professional services requested in the City's RFQ for Federal Wastewater Consent Decree Program Management Services and provides the program-management, regulatory, financial, technical, project-delivery, and construction support necessary to augment City staff as implementation of the modified Consent Decree progresses.

The time-and-materials compensation structure provides the City flexibility to align the work actually performed with our needs; thereby, enabling the City to manage the consultant costs within or below the Board authorized amount. Task-level invoicing, monthly reporting, and program controls provide mechanisms for monitoring expenditures and program performance.

During the October 27, 2026, study session the Board discussed consideration of a low base payment to Arcadis with performance bonuses tied to project cost savings. Staff and Arcadis investigated the legal and ethical implications under Arkansas law and engineering standards, finding the concept technically permissible but potentially creating a conflict of interest.

Professional engineering prioritizes life-cycle value, safety, reliability, quality, and performance —not simply lowest cost. Federal Architect/Engineer contracting rules (FAR 52.248-2) provide a useful benchmark by permitting payment for value engineering services but prohibiting engineers from sharing in resulting savings. Although these rules do not apply directly to the

City, they raise valid concerns about incentive-based compensation. Any such agreement would require clearly defined savings measurements and legal review.

Staff recommends that the Board of Directors approve the revised, negotiated, professional services agreement with Arcadis U.S., Inc. for Federal Wastewater Consent Decree Program Management Services for a not-to-exceed amount of $2,256,000 for an initial one-year term.

Representatives from Arcadis will be available to answer questions and will provide an updated presentation outlining the revisions made to the agreement resulting in the cost savings.

Please feel free to reach out of you or members of the Board of Directors have questions or would like additional information.

**ATTACHMENTS**

1. 11-2-26_Item_ID_3245_Resolution_Engineering-Utilities.pdf
2. 11-2-26 Item ID 3245 Summary of Tasks and Negotiated Cost Savings Engineering-Utilities.pdf
3. 11-2-26 Item ID 3245 Agreement and Summary Engineering-Utilities.pdf

| | |
|---|---|
| *FISCAL IMPACT:* | *$2,256,000.00* |
| *BUDGET INFORMATION:* | *Budgeted / Engineering-Utilities - 5/8% Reallocated Sales & Use Tax-Utilities* |

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARCADIS U.S., INC. FOR PROVIDING PROFESSIONAL SERVICES ASSOCIATED WITH THE PROGRAM MANAGEMENT FOR THE FEDERAL WASTEWATER CONSENT DECREE, PROJECT NO. 26-01-ES1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The Agreement with Arcadis U.S., Inc. for providing professional services associated with the Program Management for the Federal Wastewater Consent Decree, Project No. 26-01-ES1, incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the agreement Approved by Section 1 hereof in the amount of $2,256,000.00 and for a contract period of 365 days for performing said services.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2026.

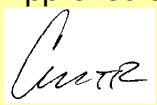
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

| Change No. | Original Scope Task No. | Description of Change |
|---|---|---|
| 1 | Task 1 | • Revised title to eliminate confusion with follow-on tasks |
| 2 | Task 2 | • Reduced detailed documentation and evaluation of existing governance, communications, decision rights, and escalation procedures.<br>• Replaced detailed documentation with staff interviews, lessons-learned discussions, and development of recommended governance practices.<br>• Shifted detailed project prioritization and sequencing from the initial program launch to the Project Delivery Plan/CIP optimization effort.<br>• **$50,000 budget reduction**. |
| 3 | Task 4 | • Reduced Year 1 level of effort where compliance-management activities may overlap with the initial program assessment.<br>• **$35,000 budget reduction**. |
| 4 | Task 8 | • Retained necessary 2027 flow-monitoring and I&I/modeling support.<br>• Phased selected rehabilitation-effectiveness evaluations into Year 2 to better align expenditures with program and project decisions.<br>• **$79,000 budget reduction**. |
| 5 | Tasks 11 and 12 | • Consolidated the original **Project Management/Owner's Agent Services** and **Design-Phase Management** tasks into revised **Task 11, Design Phase Services**.<br>• Added explicit knowledge transfer and training for City engineering staff on specifying, reviewing, and implementing wastewater rehabilitation technologies.<br>• Added development of alternative project-delivery products, including evaluation and development of IDIQ or similar delivery approaches, specifications/unit-price bidding documents, sequencing, and procurement support.<br>• **$67,000 combined budget reduction** |
| 6 | Task 13 | • Renumbered as revised **Task 12, Construction Management/Construction Administration Support**.<br>• Clarified full-time daily construction oversight and coordination of inspection/reporting activities.<br>• Expanded project-specific services to include IDIQ or other alternative-delivery contract management, management of resident inspectors, and training City staff on rehabilitation-technology implementation.<br>• **$27,000 budget increase**. |
| 7 | Task 14 | • Renumbered as revised **Task 13, Outreach Services**.<br>• Reduced consultant level of effort for general public outreach in recognition of existing City support to be utilized<br>• Retained Board and City leadership communications, contractor/consultant market outreach, project-specific stakeholder coordination, and other City-requested communications.<br>• **$14,000 budget reduction**. |
| 8 | Tasks 16 and 17, and Additional Services | • Renumbered original Task 16 and Task 17<br>• Removed the separate recommended **$246,000 discretionary budget**.<br>• Clarified that services excluded from the base program-management scope must be brought before the City Board through an amendment, task order, or other authorization. |

## Purpose

Staff recommends approval of the revised professional services agreement with Arcadis U.S., Inc. for program management services associated with the City's Federal Wastewater Consent Decree, including revised Exhibit A, Scope of Services, and Exhibit C, Compensation.

The revised agreement provides for compensation on a time-and-materials basis with a not-to-exceed amount of $2,256,000 for year one of the initial three year contract.  The not-to-exceed amount establishes the maximum authorized expenditure and is not a fixed-price commitment. Arcadis will be compensated for authorized services actually performed based on the negotiated rate structure plus allowable expenses.

## Background

Beginning October 21, 2026, City staff and Arcadis reopened negotiations regarding the scope, allocation of responsibilities, and fee for the Consent Decree Program Management contract. These discussions focused on clarifying tasks , effective utilization and upskilling of City staff and existing City processes, phasing selected activities based on program needs, and preserving the professional services necessary to manage and improve efficiencies with implementation of the City's modified Federal Wastewater Consent Decree.

The program-management approach has always intended to augment and train, rather than replace or duplicate existing City resources. Arcadis will work alongside City staff to provide program integration, additional management capacity, expedited delivery, and specialized technical expertise as the City implements the modified Consent Decree and the pace of capital project delivery increases. The scope also provides for coordination with the City's existing consultants and contractors to reduce duplication, gain efficiencies (including speed and costs) with standardized rehabilitation technologies, and maintain continuity of ongoing projects.

## Revised Contract and Cost Controls

The revised negotiated not-to-exceed amount is $2,256,000. This represents a reduction of $218,000 from the previously proposed amount of $2,474,000.

The City will only pay for authorized services actually performed. The agreement is structured as a time-and-materials contract rather than a fixed-price contract. Accordingly, the City will only pay for the actual time and expenses incurred for authorized services performed, subject to the overall not-to-exceed authorization. Arcadis is not guaranteed the full amount of the authorized contract.

Arcadis will provide monthly invoices identifying labor by employee and task. The program-management scope also requires monthly program status reporting and task-level status summaries, providing City staff with the information necessary to monitor work performed, progress, and expenditures against the authorized budget.

## Summary of Negotiated Scope Revisions

### Program Launch, Governance, and Program Execution Planning

The initial scope included detailed documentation and evaluation of existing governance, communication practices, decision responsibilities, and escalation procedures during the program-launch phase. That effort has been reduced. Arcadis will instead develop a general understanding of existing practices through City staff interviews and lessons-learned discussions and will use that information to develop recommended program-governance practices. Recommendations can then be evaluated against existing City procedures before implementation.

Initial detailed project prioritization and sequencing activities were also removed from the program-launch effort because these activities can be more efficiently completed as part of the Project Delivery Plan and

capital-program optimization work and incorporated into the City's program information and reporting framework.

The revisions also reduce overlap between the initial program assessment and development of the Program Execution Plan. The Program Execution Plan remains the primary document for establishing agreed program governance, processes, controls, responsibilities, and management practices.

### Consent Decree Compliance Management

Some Year 1 activities associated with Consent Decree compliance management overlap with the initial program assessment. The Year 1 level of effort for this task has therefore been reduced accordingly.

The revised scope continues to provide for maintenance of a Consent Decree compliance obligations matrix, tracking of milestones and production commitments, coordination of regulatory deliverables, regulatory meeting and correspondence support, and tracking of regulatory commitments and schedule impacts.

### I&I Reduction, Monitoring, and Effectiveness Evaluation

Some flow monitoring is anticipated to be necessary during 2027; however, selected effectiveness evaluations can be phased into Year 2 rather than performed during the first year. This allows the City to align expenditures with the timing of program and project decisions while retaining the ability to evaluate the effectiveness of rehabilitation investments.

### Project, Design, and Construction Management

Project-management and related design and construction-management activities have been consolidated to reduce potential duplication with City staff and improve coordination of ongoing projects. Upskilling/training City staff for project delivery has also been explicitly stated which has always been the intention of partnering with the City.

The revised scope also incorporates development of potential Alternative Project Delivery products. These services are intended to allow the City to evaluate and, when authorized, implement delivery and contracting approaches that may improve the speed of project delivery, procurement competitiveness, or reduce design and construction costs.

### Outreach and Communications

The consultant level of effort for outreach has been reduced recognizing the City already provides information on its website and the dashboards and reports provided to the board will be available to the public.

Arcadis will continue to support Board and City leadership communications with program and consent decree reporting along with consultant contractor market outreach to promote competition, and project-specific stakeholder coordination, and other communications activities requested by the City.

## Services Retained in the Revised Scope

The negotiated reductions primarily clarify tasks, defer work that does not need to occur immediately, and recognizes functions that can be supported by existing City resources. The revised Scope of Services continues to provide the core program-management functions needed to enhance delivery of the Federal Wastewater Consent Decree Program.

The scope also establishes recurring management deliverables, including the Monthly Program Status Report, Integrated Master Schedule, Consent Decree Compliance Obligations Matrix, Annual Consent Decree Report, Financial Management Plan updates, program dashboards, and updates to the Capital Improvement Program / Project Delivery Plan.

## Staff Evaluation

Staff believes the revised scope appropriately responds to concerns identified during the contract review and negotiation process by reducing overlapping activities, making greater use of existing City capabilities, consolidating related services, and phasing selected work to better correspond with program needs.

At the same time, the revised scope retains the core professional services requested in the City's RFQ for Federal Wastewater Consent Decree Program Management Services and provides the program-management, regulatory, financial, technical, project-delivery, and construction support necessary to augment City staff as implementation of the modified Consent Decree progresses.

The time-and-materials compensation structure provides the City flexibility to align the work actually performed with our needs; thereby, enabling the City to manage the consultant costs within or below the Board authorized amount. Task-level invoicing, monthly reporting, and program controls provide mechanisms for monitoring expenditures and program performance.

## Recommendation

**Staff recommends that the Board of Directors approve the professional services agreement with Arcadis U.S., Inc. for Federal Wastewater Consent Decree Program Management Services in a not-to-exceed amount of $2,256,000 for one year, including revised Exhibit A, Scope of Services, and Exhibit C, Compensation, and authorize the City Administrator to execute the agreement.**

**AGREEMENT**

**BETWEEN**

**CITY OF FORT SMITH, ARKANSAS**

**AND**

**ARCADIS, U.S., INC.**

**FOR**

**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____**, 2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (CITY)** and ***Arcadis, U.S., Inc., 3200 S. Shackleford Rd., Little Rock, AR 72205*** **(FIRM)**. CITY intends to employ FIRM to provide services in connection with the **Program Management Services for Federal Wastewater Consent Decree-(Project Number 26-01-ES1)** (hereinafter called the **Project**).

In consideration of their mutual covenants herein agree in respect of the performance of professional services by FIRM and the payment for those services by CITY as set forth below, FIRM shall provide professional services for CITY in all phases of the Project to which this Agreement applies, serve as CITY's professional representative for the Project as set forth below and shall give professional consultation and advice to CITY during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF FIRM

1.1 General.

FIRM shall:

1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.

1.1.2 Consult with CITY to define and clarify CITY's requirements for the Project and available data.

1.1.3 Advise CITY as to the necessity of CITY's providing data or services of the type described in SECTION 3 which are not part of FIRM'S Basic Services and assist CITY in obtaining such data and services.

1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.

1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.

1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.

1.1.7 Not commence work until written Notice to Proceed (NTP) has been issued by the CITY.

1.1.8 If FIRM receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

## SECTION 2 - ADDITIONAL SERVICES OF FIRM

2.1 General

If authorized in writing by CITY, and agreed to by FIRM, FIRM shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in **Exhibit A, "Scope of Services"**. These services will be paid for by CITY as indicated in Section 5.1.2.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, CITYS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond FIRM's control.

2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.

2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6 Preparing to serve or serving as a consultant or witness for CITY in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition

in compliance with current Laws and Regulations.

2.1.8 Furnishing services in connection with the Project, including services normally furnished by CITY and services not otherwise provided for in this Agreement.

2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the CITY.

2.1.11 No changes may be started until approval is provided by the CITY.

2.1.12 FIRM will submit invoices for Additional Services in accordance with the terms of this Agreement.

## SECTION 3 - CITY'S RESPONSIBILITIES

CITY shall furnish or obtain from others Services of the following types except to the extent provided otherwise in **Exhibit A, "Scope of Services”**.

3.1 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; and furnish copies of design and construction standards which CITY will require to be included in the Drawings and Specifications.

3.2 Assist FIRM by making reasonably available for FIRM’s use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to FIRM, as required for performance of FIRM's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restrictions and other special data or consultations not covered in Section 2.

3.4 Arrange for access to and make all provisions for FIRM to enter upon public and private property as required for FIRM to perform his services.

3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by FIRM, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FIRM.

3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7 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 FIRM may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as CITY may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8 Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate CITY's decisions relative to the Project, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to FIRM's services. Time and compensation issues under this Agreement and any project construction contract shall be subject to the CITY's Board of Directors review and approval.

3.9 Give prompt written notice to FIRM whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FIRM's services.

3.10 Furnish, or direct FIRM to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incident to compliance with the requirements of this Section 3.

3.12 Ensure the Design Consultant Prepares Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.13 Ensure that Design Consultant compiles and prints contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the CITY's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.14 Ensure that Design Consultant submits contracts, bonds, certificates of insurance and other related contractual documents for review by the CITY's legal counsel and execution by the appropriate parties.

3.15 CITY will issue written NTP prior to the start of work.

3.16 CITY will approve all changes to scope prior to the start of such services. An NTP will be issued for the additional services.

## SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for FIRM's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. FIRM's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. FIRM shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of FIRM.

4.2 If CITY has requested modifications or changes in the extent of the Project, the time of performance of FIRM's services and their various rates of compensation may be adjusted appropriately. No changes will be made without specific written CITY approval.

4.3 If CITY fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, FIRM may request that their services be suspended under this Agreement.

4.4 If FIRM's services for study, design or during construction of the Project are delayed or suspended in whole or in part by CITY for more than three months for reasons beyond FIRM's control, FIRM shall on written request to CITY (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond FIRM's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by FIRM is to be performed under more than one prime contract, CITY and FIRM shall, prior to commencement of the Final Design Phase, develop a schedule for performance of FIRM's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

## SECTION 5 - PAYMENT TO FIRM

5.1 Methods of Payment for Services and Expenses of FIRM.

5.1.1 For Basic Services

CITY shall pay FIRM for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) an amount equal to the cumulative hours charged to the Project for each class of FIRM's employees multiplied by FIRM's Hourly Rates as shown on the attached **Exhibit B, "Firm's Hourly Rates"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and FIRM's Consultant charges, if any. For FIRM's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the CITY shall pay the FIRM the amount billed to the FIRM times a factor of 1.00. The maximum compensation to the FIRM for Basic Services and Reimbursable Expenses shall be as provided in Section 8.3 of this Agreement.

5.1.2 For Additional Services

Any and all Additional Services and payment of these services shall be agreed to in writing by CITY and FIRM prior to rendering these services. CITY shall pay FIRM for Additional Services rendered under Section 2 as follows:

5.1.2.1 General

For services of FIRM's employees engaged directly on the Project pursuant to Section 2, an amount equal to the cumulative hours charged to the Project by each class of FIRM's employees time Hourly Rates as shown on the attached **Exhibit B**, **"Firm's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by CITY.

5.1.2.2 Special Consultants

Any and all Additional Services must be approved with an Amendment to the Agreement. For services and reimbursable expenses of special consultants employed by FIRM, the amount billed to FIRM therefor times a factor of 1.00 (except as amended and supplemented by **Exhibit C, "Fee Schedule"** or as specified in rate scale exhibit shown within the Amendment).

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon FIRM providing CITY an itemized receipt identifying Reimbursable Expenses, CITY shall pay FIRM the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by FIRM to support this effort.

The CITY reserves the right to audit any invoice (except FIRM'S Hourly Rates). FIRM shall refer to CITY Travel Policy and Invoice Policy for Reimbursable Expenses. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

5.1.3.1 Airfare

Airfare ticket reimbursement will be made for actual coach costs. Receipts must have dates of travel. CITY will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the CITY.

5.1.3.2 Lodging

Lodging will be reimbursed up to the current General Services Administration (GSA) rate, plus tax, for the current year, and requires submittal of an itemized room receipt, which includes dates, length of stay, and employee's full name.

5.1.3.3 Meals

A per diem meal allowance will be paid up to the current GSA rate for the current year. Per diem will not be paid for meals provided by the hotel, or any meals provided by attendance at a conference. Meal receipts are required for individual travelers.

5.1.3.4 Mileage

Mileage for a privately owned or company owned vehicle shall be reimbursed in accordance with the current IRS Rate for business travel. The request for mileage reimbursement shall include the total miles driven for the time period covered by the invoice, purpose of travel, the reimbursement rate, the total reimbursement requested and the employee's full name.

5.1.3.5 Parking and Tolls

All parking and toll receipts must have the cost, date, and location of the fees.

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)

All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements

All leases must be pre-approved by CITY. A copy of CITY reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with CITY

Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The CITY will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by CITY.

5.1.3.9 Rental Cars

Rental car receipt and any gas receipts for rental period must be provided. CITY will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by CITY for larger vehicle.

5.1.4 The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.1.5 It is acknowledged that FIRM may choose to update their Hourly Rates on an annual basis. If FIRM proposes an update of the Hourly Rates in attached **Exhibit B, "Firm's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, FIRM will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the City.

5.2 Times of Payment

5.2.1 FIRM shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on FIRM's Hourly Rates as shown on the attached **Exhibit B**, **"Firm's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by CITY, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. CITY shall make payment of approved amounts within 45 days after receipt of the statements.

5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

5.3.1 In the event of termination by CITY under Section 6 during any phase or task of the Basic Services, progress payments due FIRM for services rendered to the date of termination shall constitute total payment for FIRM's services. In the event of any such termination, FIRM will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.3.2 CITY may request copies of time sheets to verify hours billed. FIRM is responsible for ensuring that those hours are well documented and substantiated with monthly reports. CITY may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.

5.3.3 CITY reserves the right to audit any invoice or contract in which the CITY is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

5.4.1 he Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, Firms, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.

5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

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1.1 Suspension and Termination

1.1.1 Suspension

6.1.1(A) By CITY: CITY may suspend services under this Agreement upon seven days written notice to FIRM.

6.1.1(B) By FIRM. If FIRM’s services are substantially delayed through no fault of FIRM, FIRM may, after giving seven days written notice to CITY, suspend services under this Agreement.

1.1.2 Termination
The obligation to provide further services under this Agreement may be terminated:

6.1.2(A) For convenience, without cause by the CITY’s reasonable discretion, by CITY effective upon 15 days after FIRM’s receipt of written notice from CITY.

6.1.2(B) For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.1.3 Effective Date of Termination
The terminating party under paragraph 6.1.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow FIRM to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. FIRM shall be paid for all services performed, including any services performed due to the termination, to the date of termination.

## SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

7.1.1 All Documents including Drawings and Special Specifications prepared by FIRM pursuant to this Agreement are instruments of service in respect of the Project. CITY may make and retain copies of Documents for information and reference in connection with use on the Project by CITY. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by FIRM for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to FIRM.

7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed 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.

7.2 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Arkansas. The venue for any action between CITY and FIRM related to the Project or this Agreement shall be in the Circuit Court of the Fort Smith District of Sebastian County, Arkansas.

7.3 Successors, Assigns, and Beneficiaries

7.3.1 CITY and FIRM each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and FIRM (and to the extent permitted by paragraph 7.3.2, the assigns of CITY and FIRM) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.3.2 Neither CITY nor FIRM may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or FIRM to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and FIRM and not for the benefit of any other party.

7.4 Access To Records

The FIRM 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 term of this Agreement and for three (3) years from the date of final payment under this Agreement, 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 at CITY'S expense. The CITY reserves the right to audit all project related documents. A copy of FIRM'S monthly reports will be provided to the CITY. The CITY reserves the right to audit all records. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

7.5 Standards of Performance

7.5.1 The standard of care for all professional and related services performed or furnished by FIRM under this Agreement will be the care and skill ordinarily used by members of FIRM's profession practicing under similar circumstances in the same geographical region. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon FIRM in excess of this standard of care. FIRM shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. FIRM shall correct such deficiencies without additional compensation for a period of one (1) year following the completion of that Service except to the extent such action is directly attributable to deficiencies in CITY-furnished information or others not under contract with FIRM.

7.5.2 FIRM shall not be required to sign any documents, no matter by whom requested, that would result in the FIRM having to certify, guarantee, or warrant the existence of conditions whose existence the FIRM cannot ascertain. CITY agrees not to make resolution of any dispute with the FIRM or payment of any amount due to the FIRM in any way contingent upon the FIRM signing any such documents.

7.6 Insurance

7.6.1 FIRM shall procure and maintain insurance as set forth below. FIRM shall cause CITY to be listed as an additional insured on the commercial general liability insurance policy carried by FIRM. FIRM shall each deliver to the CITY certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of FIRM's services and at renewals thereafter during the performance of FIRM'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance".**

7.6.2 FIRM's insurance shall include the designated types and coverage limits:

7.6.2(A) Workers' Compensation – Limits as required by controlling law;

7.6.2(B) Professional liability - Each claim made and annual aggregate limit of $2 Million;

7.6.2(C) Automobile liability - Each accident of $1 Million;

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate limit of $5 Million.

7.6.3 CITY and FIRM release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of FIRM's services. A provision similar to this shall be incorporated into all construction contracts entered into by CITY, and all construction contractors shall be required to provide waivers of subrogation in favor of CITY and FIRM for damage covered by any construction contractor's property insurance.

Note: FIRM will provide a copy of any and all renewal certificates when issued.

7.7 Indemnification

7.7.1 To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY and its officers and employees from and against damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such, damage, loss or expense brought or asserted by any third party (a) is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the FIRM, anyone directly or indirectly employed by the FIRM or anyone for whose acts the FIRM may be liable.

7.8 Waiver

7.8.1 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.

7.9 Notices

7.9.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.10 Survival

7.10.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.11 Severability

7.11.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and FIRM.

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by FIRM relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on FIRM'S experience, qualifications, and judgment as a design professional. Since FIRM has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, FIRM does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by FIRM.

7.13 Limitation of Liability

7.13.1 Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of CITY, or governmental fines or penalties.

7.13.2 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of FIRM, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to CITY and anyone claiming by, through or under CITY, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of FIRM, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the coverage limits of FIRM’s insurance as set forth in paragraph 7.6. The parties agree that specific consideration has been given by the FIRM for this limitation and that it is deemed adequate.

7.14 Delays

7.14.1 In the event the services of the FIRM are suspended or delayed by the CITY, the FIRM shall be entitled to additional compensation for reasonable costs incurred by the FIRM in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the FIRM'S services.

7.15 Job Safety

7.15.1 Neither the professional services or other activities of the FIRM herein, nor the presence of the FIRM or its employees and subconsultants at a construction/project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FIRM and its personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The CITY agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be carried out in the CITY'S agreement with the General Contractor. The CITY also agrees that the CITY, FIRM and the FIRM'S consultants shall be made additional insured under the General Contractor's general liability insurance policy. Furthermore, in any hold-harmless agreements between the CITY and any contractor who may perform work in connection with any professional services rendered by CITY, the CITY will require such contractor(s) to defend and indemnify the FIRM against third-party suits.

7.16 Force Majeure

7.16.1 Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so impacted, in whole or in part, such Party will promptly notify the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time and costs of performance will be modified.

SECTION 8 - EXECUTION

8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between CITY and FIRM and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

8.3 CITY shall compensate FIRM for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Two million, two hundred fifty-six thousand dollars and no/100 ($2,256,000.00)** without written approval of the CITY.

8.4 FIRM shall perform services set forth herein in accordance with the terms of this Agreement for an initial period of one (1) years beginning upon lodging of the modification. An option is included for annual renewal for an additional three (3) year period from the project start date, which shall be upon the lodging of the modification and Notice to Proceed issued by the CITY.

8.5 Address for giving notices:

| City | Professional Services Provider |
|---|---|
| City of Fort Smith | _____ |
| C/O Engineering Department | _____ |
| 623 Garrison Avenue | _____ |
| Fort Smith, AR 72901 | _____ |

8.6 Designated Representative (see Section 3.8):

| City | Professional Services Provider |
|---|---|
| _____ | _____ |
| (Print Name) | (Print Name) |
| Title: _____ | Title: _____ |
| Phone Number: _____ | Phone Number: _____ |
| Facsimile Number: _____ | Facsimile Number: _____ |
| E-Mail Address: _____ | E-Mail Address: _____ |

(The Remainder Of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(City)

By: _____
George McGill, Mayor

_____
(City Clerk), Sherri Gard

Date Signed: _____

_____
(Firm - Company Name)

(SEAL)

By: _____
President

_____
(Corporate Secretary)

_____
(Printed Name)

_____
(Witness)

_____
(Mailing Address)

_____
(City) (State) (Zip)

Firm License or Certificate No. _____

State of: _____

NOTE: If Firm is a corporation, Corporation Secretary should attest.

# Exhibit A

**To The**

**Professional Services Agreement as Provided**

**By The**

**City of Fort Smith, Arkansas**

**For**

**Program Management Services for Federal Wastewater Consent Decree**

# SCOPE OF SERVICES

Arcadis, U.S., Incorporated (Arcadis) submits this updated and negotiated scope of services as Exhibit A to the Agreement for Professional Services (Agreement). The Agreement document has been provided by the City of Fort Smith and negotiated with Arcadis. Services reasonably incidental to and necessary for completion of the expressly identified Basic Services are included. Services that materially expand the nature, level of effort, project-specific responsibility, or technical content of the identified Basic Services require written authorization in accordance with the Agreement. Services under this contract are performed on a Time and Materials otherwise known as an Hourly Rate Reimbursable compensation structure. Any task performed within the scope, whether identified or not identified below, will be compensated on an hourly basis plus associated expenses. Exhibit C to the Agreement shall demonstrate the estimated fee associated with each task listed below. The Estimated Fee is a Not-to-Exceed limit without prior authorization from the Fort Smith City Board. Arcadis shall only be compensated for work performed plus expenses. Exhibit B establishes the Rate Structure for the contract and may be updated annually.

## Purpose and Program Objective

The City of Fort Smith has made substantial progress implementing its Federal Wastewater Consent Decree, including completion of system assessments, development and implementation of remedial measures, advancement of capital improvements, implementation of capacity and CMOM-related activities, and establishment of long-term funding mechanisms. The modified Consent Decree establishes the framework for the next phase of implementation and places increased emphasis on sustained project delivery, risk-based prioritization, financial planning, measurable rehabilitation production, and documentation of compliance.

Arcadis will serve as the City's Program Manager and trusted advisor to integrate these activities into a coordinated, executable program. Arcadis will build upon the City's existing work, systems, data, and institutional knowledge rather than recreate completed efforts. The Program Management Team will work collaboratively with City staff, subconsultant RJN, the City’s existing design professionals, contractors, regulators, and stakeholders to maintain current delivery momentum while strengthening the management systems, controls, prioritization methods, financial framework, and project-delivery practices necessary to achieve Consent Decree compliance and support the City's long-term wastewater infrastructure objectives.

Program services will be guided by the following principles:

- Disciplined program management supported by local accountability and national expertise.
- Data-driven I&I and SSO reduction strategies that focus resources where they provide the greatest measurable benefit.
- Development of sustainable asset-management and business practices that continue to provide value beyond completion of the Consent Decree Program.

## Basis and General Approach

This Scope of Services is based on the City's RFQ for Program Management Services for the Federal Wastewater Consent Decree, Arcadis' submitted Statement of Qualifications, the City's Consent Decree and subsequent modification, and the program approach presented during the selection interview. The scope is organized around program execution and deliverables rather than solely around the procurement categories used in the RFQ.

Arcadis' base program-management services are intended to provide overall program integration, administration, decision support, controls, regulatory coordination, financial planning support, system model updates, model reviews, full-time construction oversight, reporting, and owner representation. Optional services to be coordinated with the City on an as-needed basis include full-time construction inspections and specialized field inspections services. Detailed design, engineer-of-record services, significant model recalibration, and other project-specific technical services are not included in the base scope unless specifically identified or authorized by the City through a task order, amendment, or other written authorization.

## Task 1 - Program Oversight and Administration

Arcadis will serve as an extension of City staff in the management and implementation of the Federal Wastewater Consent Decree Program. Arcadis will provide overall program leadership, coordination, administration, and decision support necessary to maintain compliance obligations, advance active projects, plan and implement future capital improvements, and support the City's long-term wastewater system objectives.

Arcadis will coordinate the activities of City staff, Arcadis personnel, RJN, design consultants, construction contractors, regulatory agencies, and other program stakeholders as appropriate. Arcadis' role will focus on integration, coordination, decision support, program controls, and owner representation while preserving the contractual and professional responsibilities of the City's consultants, contractors, and staff.

### 1.1 Program Leadership and Coordination

- Provide leadership through a designated Program Manager and optional Deputy Program Manager roles.
- Provide on-site daily construction management and administration.
- Serve as the primary day-to-day program-management interface with designated City leadership and staff.
- Coordinate technical, operational, financial, construction, regulatory, and communication activities across the program.
- Establish and maintain program governance, escalation pathways, and decision-authority procedures.
- Coordinate with existing consultants and contractors to avoid duplication and preserve active-project momentum.
- Provide executive and Board briefing support as requested by the City.
- Employ digital tools as appropriate to achieve greater efficiency and productivity of all program components.
- Contract administration activities such as tracking active consultant/contractor agreements, authorizations, amendments, task orders, contract status, and expiration/budget thresholds.
- QA/QC oversight for program deliverables, meeting records, reports, and decision materials

### 1.2 Meeting and Decision Management

- Conduct regular program-management coordination meetings at a frequency agreed with the City.
- Prepare agendas, facilitate meetings, document actions, and track follow-up items.
- Maintain program action, decision, issue, risk, and change logs.
- Use rolling near-term look-aheads to identify decisions and constraints before they affect schedule or compliance.

### 1.3 Task 1 Deliverables

- Monthly Program Status Report.
- Updated action, decision, issue, risk, and change logs.
- Meeting agendas and action-oriented meeting records.
- Monthly invoice and task-level status summary.
- Executive or Board briefing materials as requested.

# Task 2 - Program Launch, Transition, and Initial Program Assessment

Arcadis will implement a collaborative Program Launch designed to integrate the program-management team with the City's existing organization while maintaining momentum on active Consent Decree activities and projects. While some subtasks of this Assessment may be revisited during the annual program reviews, Task 2 is only intended to be performed following contract kick-off and will be critical in the discovery process for understanding of program status and needs. Task 2 will put in place the framework for successful management and administration of the Federal Consent Decree program in accordance with the July 23, 2026 modified Consent Decree. The Program Launch is not intended to restudy completed work or replace established City processes without demonstrated benefit. Arcadis will build upon the City's existing investments, data, systems, procedures, and institutional knowledge.

## 2.1 First 30 Days - Listen, Learn, and Align

- Meet with City leadership, key staff, RJN, active design teams, construction teams, and other identified stakeholders and develop a program launch plan with success criteria.
- Review the Consent Decree, modification, current regulatory correspondence, annual reports, and active compliance commitments.
- Confirm near-term regulatory deadlines, project milestones, Board actions, and decisions that cannot be disrupted.
- Inventory active and planned projects, schedules, budgets, delivery methods, responsible parties, and current status.
- Review existing program systems, data sources, reporting practices, financial planning tools, and project controls.
- Conduct lessons-learned discussions to identify practices to preserve and areas where the City desires improvement.
- Prepare an initial program risk and opportunity assessment.

## 2.2 Days 31-60 - Collaborate and Enhance

- Evaluate opportunities to improve project prioritization, sequencing, and delivery packaging.
- Initiate program controls, integrated reporting, and standardized project-status practices.
- Align technical, operational, financial, regulatory, and community drivers within the decision-making framework.
- Establish initial program performance measures and KPIs.
- Evaluate delivery approaches, procurement sequencing, and resource needs.
- Build consensus around near-term priorities and decisions.

## 2.3 Days 61-90 - Deliver the Shared Roadmap

- Prepare the initial/draft Program Execution Plan.
- Prepare an initial integrated program schedule and annual compliance calendar.
- Confirm the program project inventory and near-term capital delivery strategy.
- Establish the initial program controls and dashboard framework.
- Establish the Financial Management Plan development framework and data requirements.
- Document near-term decisions, responsibilities, and next-phase actions.
- Prepare a shared implementation roadmap for City review.

*Final completion of individual Day-90 products will depend on timely access to City data, staff, consultants, and existing systems. Where sufficient information is not available, Arcadis will provide an initial framework, draft, or action plan identifying the remaining information and steps required for completion.*

# Task 3 - Program Execution Plan

Arcadis will develop, in collaboration with the City, a Program Execution Plan (PEP) establishing the governance, processes, procedures, controls, responsibilities, and management practices used to implement the Consent Decree Program. The PEP will be maintained as a living management document and may be updated as program needs, regulatory requirements, delivery strategies, or City procedures evolve.

The PEP is anticipated to address, at a minimum:

- Program objectives, success measures, and key performance indicators.
- Program governance and organizational structure.
- Roles, responsibilities, and decision-authority matrix.
- Communication and escalation protocols.
- Program work breakdown structure.
- Project lifecycle and milestone expectations.
- Scheduling and baseline management standards.
- Cost management and forecasting standards.
- Risk and issue management.
- Change management and approval procedures.
- Document and records management.
- Quality management expectations.
- Procurement and delivery process guidance.
- Design and constructability coordination.
- Construction coordination and owner representation procedures.
- Data governance and systems-of-record practices.
- Dashboard, reporting, and KPI definitions.
- Regulatory reporting and compliance calendar.
- Stakeholder and community communication procedures.
- Lessons-learned and continuous improvement process.

### 3.1 Deliverables

- Draft PEP for City review.
- Final PEP incorporating agreed City comments.
- Annual PEP review.
- Periodic PEP updates, when requested or required by material program changes.

## Task 4 - Consent Decree Compliance Management and Regulatory Support

Arcadis will support the City in maintaining a clear and documented relationship between Consent Decree requirements, program activities, capital projects, schedules, funding, and reported outcomes. Arcadis will maintain a compliance obligations matrix identifying applicable requirements, responsible parties, deliverables, milestone dates, status, supporting documentation, and potential risks to compliance.

- Maintain and update the Consent Decree compliance obligations matrix.
- Coordinate Task 8 Effectiveness Evaluations and Model updates with Consent Decree Compliance
- Track milestone dates and production commitments established by the Consent Decree and modification.
- Coordinate development and review of regulatory deliverables.
- Support preparation of regulatory correspondence and briefing materials.
- Support meetings with EPA, DOJ, State agencies, and other regulatory stakeholders when requested by the City.
- Maintain records of regulatory commitments, decisions, and follow-up actions.
- Track force-majeure or other schedule-impacting events and supporting documentation.
- Evaluate technically supportable regulatory strategies and alternatives when requested.
- Support the City in presenting technically and financially supportable requests for regulatory consideration when directed by the City.

*Arcadis will not provide legal opinions or legal representation. Regulatory strategy services will be coordinated with the City's legal counsel where legal interpretation, privilege, negotiation authority, or legal strategy is involved.*

## Task 5 - Program Controls

Arcadis will develop, implement, and maintain an integrated program-controls framework to support consistent management of scope, schedule, cost, funding, risk, issues, changes, documents, safety information, and

performance reporting across the City's Consent Decree Program. Arcadis will evaluate the City's existing controls practices, data, systems, coding structures, reports, and management processes. We will build upon the City's existing systems and sources of record, establishing a program controls framework which defines authoritative data sources, update responsibilities, reporting cutoffs, review procedures, approval requirements, and escalation pathways appropriate to the program.

## 5.1 Program Controls and Data Integration Plan

- Develop a Program Controls Plan as a component of the Program Execution Plan.
- Establish a program Work Breakdown Structure and related project, contract, funding, phase, schedule, cost, and reporting codes, coordinated with existing City structures to the extent practical.
- Define the relationship among program scope, project inventory, regulatory obligations, schedule activities, budgets, commitments, expenditures, funding sources, risks, changes, decisions, documents, and performance measures.
- Establish controls procedures, roles, responsibilities, data ownership, update requirements, reporting cutoffs, review workflows, approval thresholds, and escalation pathways.
- Define baseline establishment, maintenance, change-control, forecasting, variance-analysis, and reporting requirements.
- Establish consistent project-status and controls templates for use by City staff, Arcadis, RJN, design consultants, construction contractors, and other program participants, as applicable.
- Identify the City systems and supporting data sources to be used for each controls function and document the authoritative source for material program information.
- Evaluate data completeness, consistency, and readiness and maintain a data-gap or exception log for information needed to support reliable controls and reporting.
- Coordinate the controls framework with the compliance obligations matrix, annual reporting calendar, Financial Management Plan, project-delivery processes, and dashboard architecture.
- Periodically review the controls framework and recommend practical refinements based on program needs, lessons learned, and changes in City systems or procedures.

## 5.2 Integrated Master Schedule

- Develop and maintain an Integrated Master Schedule incorporating Consent Decree obligations, annual production commitments, planning, investigations, design, permitting, easements, procurement, Board actions, funding decisions, construction, commissioning, closeout, regulatory deliverables, and other major program activities and dependencies.
- Integrate available project-level schedules and milestone information into the program schedule at a level appropriate for program management.
- Establish the initial schedule baseline using the approved Project Delivery Plan, project inventory, regulatory requirements, available project schedules, and agreed City assumptions.
- Define standard lifecycle milestones and stage gates for planning, design, permitting, procurement, construction, and closeout.
- Identify critical and near-critical paths, interproject dependencies, schedule interfaces, external constraints, required City decisions, and activities that may affect Consent Decree compliance.
- Incorporate known resource, funding, procurement, regulatory, seasonal, operational, and constructability constraints where information is available.
- Compare current and forecast dates with approved baseline dates and identify material variances, emerging delays, and adverse trends.
- Evaluate schedule impacts associated with proposed or approved changes, risks, funding decisions, regulatory actions, and project-delivery alternatives.
- Develop rolling look-aheads to highlight near-term milestones, submittals, procurement actions, decisions, constraints, and required mitigation measures.
- Coordinate with project managers, design teams, contractors, City staff, and other responsible parties to validate schedule status and forecast information.
- Support development and monitoring of schedule-recovery or mitigation actions when material delays or constraints are identified.
- Maintain schedule narratives documenting material changes, assumptions, critical-path considerations, constraints, and recommended actions.

- Update the Integrated Master Schedule monthly, or at another frequency agreed with the City, and provide schedule information for executive, Board, financial, and regulatory reporting.

### 5.3 Cost Management

- Establish and maintain program- and project-level budget information using data provided by the City and teams.
- Align cost information with the program Work Breakdown Structure, project inventory, contracts, schedules, funding sources, and reporting requirements.
- Establish the initial program and project cost baselines using the Project Delivery Plan estimates, approved budgets, authorized contracts, and other City-approved information.
- Track, as information is available, original and current budgets, authorized funding, commitments, contract values, approved changes, actual expenditures, accruals, anticipated costs, contingency, and forecast at completion.
- Maintain project and program forecasts based on current commitments, progress, schedule, risks, changes, and remaining work.
- Develop anticipated cash-flow and expenditure forecasts and coordinate the results with Task 9, Financial Management Plan and Funding Support.
- Compare actual and forecast performance with approved budgets and baselines and identify material variances, emerging cost pressures, contingency use, funding constraints, and potential overruns.
- Track budget transfers, funding allocations, and approved changes affecting project or program financial baselines.
- Support reconciliation of controls information with City financial records and identify unresolved differences for City review.
- Provide cost and funding information for monthly status reports, dashboards, Board materials, annual Consent Decree reporting, and financial planning.
- Support development and monitoring of corrective actions when material cost, funding, or cash-flow variances are identified.

### 5.4 Risk and Issue Management

- Establish and maintain a program risk and opportunity register addressing regulatory, technical, operational, financial, funding, schedule, procurement, market, construction, safety, quality, stakeholder, data, and external risks and opportunities.
- Define a consistent methodology for risk and opportunity identification, categorization, likelihood, consequence, priority, ownership, response planning, escalation, monitoring, and closure.
- Identify potential effects on Consent Decree compliance, cost, schedule, funding, operations, safety, quality, community commitments, and program outcomes.
- Assign a responsible owner and target response date for each material risk, opportunity, or mitigation action.
- Conduct periodic risk reviews and facilitate focused risk workshops for significant projects, delivery packages, regulatory milestones, or program decisions, as appropriate.
- Monitor mitigation actions, residual exposure, trigger conditions, and changes in risk status.
- Evaluate schedule and cost implications of material risks and incorporate agreed risk effects into forecasts or contingency analyses where appropriate.
- Escalate risks that require City action, policy direction, funding decisions, regulatory coordination, or changes to approved baselines.
- Track force-majeure and other schedule-impacting events in coordination with Task 4 and maintain available supporting documentation.
- Identify opportunities to improve delivery, reduce cost, accelerate schedule, strengthen competition, improve I&I or SSO outcomes, or reduce long-term program risk.
- Report priority risks, opportunities, trends, mitigation status, and decisions required through the agreed program-management cadence.

### 5.5 Issue, Action, and Decision Management

- Maintain integrated issue, action, and decision logs coordinated with Task 1.

- Document each material issue, its potential effect, responsible party, required resolution date, current status, and related actions or decisions.
- Identify and escalate issues that may affect compliance, cost, schedule, funding, safety, quality, operations, procurement, or community commitments.
- Maintain a decision log identifying the decision required, decision authority, required-by date, supporting information, alternatives considered, decision outcome, and resulting actions.
- Link material decisions to affected risks, changes, schedule activities, budgets, contracts, regulatory obligations, and supporting documents.
- Use rolling look-aheads and controls reviews to identify decisions before they become constraints to project or program delivery.
- Track actions through closure and report overdue or unresolved items through the agreed program-management cadence.

## 5.6 Change and Baseline Management

- Establish and maintain a consistent change-management process for proposed or approved changes affecting program or project scope, cost, schedule, funding, regulatory commitments, delivery strategy, or performance requirements.
- Define change categories, documentation requirements, review responsibilities, approval thresholds, and escalation pathways consistent with City authority and the executed agreement.
- Maintain a change log documenting the origin, description, justification, status, responsible party, cost effect, schedule effect, funding effect, risk effect, regulatory effect, required approvals, and disposition of each material change.
- Evaluate proposed changes against approved scope, schedule, cost, funding, risk, compliance, and project-delivery baselines.
- Support preparation of independent program-level assessments of material change impacts based on information furnished by the responsible project parties.
- Present material proposed changes, alternatives, effects, and decisions required to the appropriate City decision authority.
- Document approved changes and update affected baselines, forecasts, schedules, budgets, risks, decisions, contracts, and reports after receipt of the required City authorization.
- Maintain traceability between approved changes and the supporting City authorization, task order, amendment, contract modification, or other controlling document.
- Track aggregate change trends and identify recurring causes or systemic issues that may warrant corrective action or process improvement.
- Do not direct or authorize changes reserved to the City, design professional, or contractor under their respective agreements.

## 5.7 Document and Controls Records Management

- Coordinate with the City to establish program-level document-control requirements consistent with the City's existing systems, records policies, and contractual requirements.
- Define document naming, metadata, version control, status, review, approval, retention, and filing conventions for program-controls records.
- Maintain organized and traceable records supporting schedules, budgets, forecasts, risks, issues, changes, decisions, assumptions, approvals, and reports.
- Establish registers or trackers for material controls documents, correspondence, submittals, and approvals where not already maintained by the responsible project party.
- Support document-status and turnaround reporting for controls-related records that may affect schedule or compliance.
- Identify incomplete, inconsistent, outdated, or unavailable supporting documentation and track resolution through the data-gap or issue-management process.
- Coordinate with Task 10 to support appropriate retrieval, reporting, and dashboard use of controls records.

## 5.8 Safety, Quality, and Performance Information

- Coordinate with City staff, project managers, construction-management personnel, consultants, and contractors to identify agreed program-level safety and quality information for management reporting.

- Track available safety indicators, significant incidents, corrective-action status, quality issues, nonconformance trends, or other agreed information provided by the parties responsible for safety and quality.
- Incorporate material safety or quality risks and issues into the program risk, issue, schedule, cost, change, and decision processes where they may affect program delivery.
- Support consistent reporting of safety and quality information for management awareness without assuming the safety responsibilities, means and methods, quality-control duties, or contractual obligations of contractors or design professionals.
- Coordinate relevant program-level information with Tasks 12 and 13 for design- and construction-phase management.

### 5.9 Controls Review, Variance Analysis, and Reporting Support

- Conduct a monthly Program Controls Review, or another frequency agreed with the City, addressing schedule, cost, funding, forecast, risk, issues, changes, decisions, and data quality.
- Prepare concise variance narratives identifying current status, root causes, potential effects, accountable parties, proposed corrective actions, decisions required, and target resolution dates.
- Monitor corrective and recovery actions through closure.
- Prepare controls inputs for the Monthly Program Status Report, executive and Board briefings, dashboards, Annual Consent Decree Report, Financial Management Plan, compliance reporting, and other agreed program communications.
- Reconcile program-level information with underlying project information and document material qualifications or unresolved differences.
- Maintain historical snapshots or period records sufficient to explain material movements in schedule, cost, forecast, risk, or change status.
- Support trend analysis of cost, schedule, change, decision, and risk information where sufficient and reliable data are available.
- Coordinate with Task 17 to support KPI definitions and program-performance measurement. .

## Task 6 - Annual Consent Decree Reporting

The July 23, 2026 Consent Decree Modification includes additional requirements for Annual Reporting by the City of Fort Smith. All previous requirements of the annual report remain in effect, however additional requirements include:

- Inclusion of the annually updated Financial Management Plan,
- new quantitative rehabilitation reporting,
- new annual risk prioritization documentation,
- new public SSO reporting information.

Arcadis will coordinate preparation of the City's annual Consent Decree report using the City's established reporting framework to the extent practical. Arcadis will focus on improving consistency, traceability, efficiency, and integration between program controls and regulatory reporting so that information used to manage the program throughout the year also supports annual reporting. Tasks include:

- Establish and maintain the annual reporting calendar and data request schedule.
- Identify data requirements and responsible parties.
- Develop data pipelines for automated reporting where available.
- Compile project status, rehabilitation production, expenditure, SSO, CMOM, financial, and other required information.
- Coordinate inputs from City staff, RJN, consultants, and contractors.
- Prepare draft annual report content and supporting tables/figures.
- Perform internal quality reviews.
- Coordinate City review and incorporate agreed comments.
- Prepare the final annual report or final submission package, as directed.
- Support responses to regulator questions regarding the report.

# Task 7 - Project Delivery Plan and Capital Improvement Program Optimization

Arcadis will review and update the City's existing Project Delivery Plan and capital program to establish a practical, defensible, financially achievable, and regulator-ready implementation strategy. The objective will not be to create a new project list for its own sake, but to optimize the sequencing, scope, packaging, and delivery of required improvements to achieve measurable SSO reduction, I&I reduction, capacity improvement, risk reduction, and regulatory benefit.

## 7.1 Project Inventory and Validation

- Maintain a consolidated inventory of active, planned, and future projects.
- Confirm project scope, status, budget, schedule, regulatory driver, delivery method, design readiness, dependencies, and responsible parties.
- Identify gaps, overlaps, and sequencing conflicts.

## 7.2 Risk-Based Prioritization

Arcadis will support prioritization using available information such as:

- SSO history, frequency, and volume.
- Structural condition and defect severity.
- I&I contribution and wet-weather response.
- Failure and repair history.
- Consequence of failure and service criticality.
- Maintenance history and recurring operational issues.
- Hydraulic capacity and model results.
- Constructability, access, bypass, easement, and permitting constraints.
- Project readiness, cost, schedule, and delivery risk.
- Community and traffic impacts.
- Regulatory deadlines and annual production requirements.

## 7.3 Project Packaging and Sequencing

- Confirm completed consent decree repair, replacement, or upsizing obligations completed and establish remaining inventory of work to be completed.
- Evaluate packaging by geography, technology, access/bypass requirements, contractor capability, construction season, procurement efficiency, and economies of scale.
- Coordinate packaging with annual rehabilitation production requirements and funding availability.
- Evaluate market capacity and City management capacity when establishing package size and sequencing.
- Provide updated data for the IMS developed in task 5.2

## 7.4 Delivery Method Evaluation

- Evaluate design-bid-build and other conventional approaches.
- Evaluate CMAR, design-build, or other alternative delivery approaches when legally and programmatically applicable.
- Evaluate IDIQ/on-call rehabilitation contracting or similar contracting strategies where advantageous.
- Provide recommendations for City consideration based on schedule, cost, risk allocation, competition, and administrative burden.

*Evaluation of an alternative delivery approach does not constitute authorization to implement it. Implementation will be subject to applicable procurement law, City approval, and separate authorization where required.*

# Task 8 - I&I Reduction, Modeling, and Effectiveness Evaluation

The Federal Consent Decree provides specific wastewater collection system improvement guidelines that when met achieve the minimum requirements of the Consent Decree.  As a public utility, it is the duty of the City of Fort Smith to provide adequate levels of wastewater service to City residents and other customers.  Protection

of the public health and safety by proactively preventing unnecessary sanitary sewer overflows is should be achieved. Evaluation of the effectiveness of the past and future Consent Decree related improvements is critical to protection of the residents of the City.

Arcadis, working with the City and RJN, will integrate available flow monitoring, rainfall, SSES, condition assessment, SSO, hydraulic modeling, maintenance, and rehabilitation-performance information to support prioritization of future investments and evaluation of completed improvements.

- Review existing monitoring, SSES, condition, rehab, and model information for program-level decision support.
- Leverage flow monitoring and other field activities as necessary to quantify effectiveness
- Evaluate historic rehabilitation performance and lessons learned.
- Support validation of model applications appropriate to program decisions.
- Identify high-I&I, high-SSO, and recurring problem areas for focused evaluation.
- Differentiate inflow and infiltration drivers where data support such differentiation.
- Evaluate rehabilitation, operational, and capacity-improvement strategies.
- Evaluate holistic versus structural-only rehabilitation approaches where appropriate.
- Recommend supplemental investigations where existing information is insufficient.
- Develop or support pre-/post-rehabilitation effectiveness evaluation protocols.
- Use effectiveness results to refine future prioritization, packaging, and capital decisions.

*Detailed SSES field investigations, installation or maintenance of flow monitors, large-scale hydraulic model recalibration, detailed rehabilitation design, and other field or design services are not included in the base program-management scope unless specifically authorized.*

# Task 9 - Financial Management Plan and Funding Support

The July 23, 2026 Consent Decree Modification requires initial development of a Financial Management Plan (FMP). At a minimum, annual review and updates to FMP; an annual update shall be delivered with the required Annual Report. The initial FMP is due on January 19, 2027 and subsequent updates are due with annual reports beginning on March 31, 2028. Arcadis will support the City in developing and maintaining the Financial Management Plan required by the modified Consent Decree. The Financial Management Plan will integrate the optimized capital improvement program, implementation schedule, Consent Decree and non-Consent Decree wastewater needs, operating requirements, available revenues, debt capacity, grants, financing strategies, and affordability considerations into a long-term financial framework.

## 9.1 Minimum Requirements to the FMP as required by the Consent Decree

- Projected annual costs through 2038 for all wastewater related activities for both Consent Decree AND non-Consent Decree work to include: operation, maintenance, staffing, capital improvements, etc.
- Proposed funding for all planned capital projects, both Consent Decree AND non-Consent Decree
- Projected costs per year from 2027 through 2038 to perform the prescribed minimum annual consent decree related sewer main and manhole rehabilitation
- An up-to-date assessment of current funding
- Service rates
- Sales and use tax revenue projections
- Revenue shortfalls
- Staffing and Equipment shortfalls
- A detailed listing of both Consent Decree and non-Consent Decree wastewater capital projects
- Any additional funding required to safely and reliably provide adequate wastewater level of service to the community
- Budget shortfalls identified to complete the required Consent Decree work on schedule

## 9.2 Arcadis Support to the FMP

- Review the City's existing utility financial model and available financial planning information.
- Integrate the capital program schedule and forecast cash flow.
- Forecast capital expenditures and major program operating requirements.

- Incorporate applicable sewer-rate revenues, sales-tax revenues, bond proceeds, grants, SRF funding, and other known funding sources.
- Evaluate potential future funding gaps and timing constraints.
- Support scenario testing for project timing, annual spending, funding mix, and delivery alternatives.
- Support rate and revenue planning assumptions for engineering/program purposes.
- Gather City provided data on staffing and equipment shortfalls
- Support annual Financial Management Plan updates.
- Prepare decision-ready financial summaries for City leadership and Board communication.

*Arcadis' services under this task are limited to engineering, programmatic, capital-planning, and utility financial-modeling support and do not constitute municipal financial advisory, securities, bond counsel, legal, tax, or accounting services.*

## Task 10 - Program Information Management, Dashboards, and Reporting

Arcadis will work with the City to establish an integrated program-information framework that leverages existing City systems to the greatest practical extent and provides reliable information for day-to-day management, executive decision-making, Board communication, and Consent Decree reporting.

### 10.1 Executive Dashboard

- Compliance status and major milestones.
- Budget and forecast.
- Funding status.
- Top risks and issues.
- Decisions required.
- Key performance indicators.

### 10.2 Program Delivery Dashboard

- Project inventory and lifecycle status.
- Design/procurement/construction readiness.
- Schedule and cost forecasts.
- Changes and risks.
- Packaging and procurement status.
- Near-term decisions and constraints.

### 10.3 Collection System Dashboard

- SSO tracking and recurrence.
- Rainfall and flow monitoring information.
- Cleaning and maintenance activity.
- CCTV and condition information.
- Rehabilitation and project locations.
- Post-project performance information where available.

*Arcadis will first evaluate and leverage the City's existing information systems and available integrations. New software, licenses, custom application development, third-party hosting, and significant system integrations are excluded unless specifically authorized.*

## Task 11 – Design Phase Services

For projects assigned by the City, Arcadis will act as the City's program-level project manager and owner's representative. Arcadis will coordinate the activities of the City's design consultants and construction contractors but will not assume the contractual responsibilities, means and methods, professional responsibility, or construction obligations of those parties.

### 11.1 Owner's Agent Services

- Project initiation and scope confirmation.
- Schedule and budget monitoring.
- Coordination of City and consultant reviews.
- Permitting, easement, utility, and stakeholder coordination tracking.
- Procurement coordination.
- Project risk and issue management.
- Construction-phase coordination at the program/owner level.
- Project closeout coordination and lessons learned.
- Provide knowledge transfer and training to City engineering staff on best practices for specifying, reviewing, and implementing wastewater rehabilitation technologies.

### 11.2 Engineering Design Management

- Design kickoff and scope alignment.
- Monitoring of design schedule and milestone completion.
- Coordination of City, operations, and stakeholder reviews.
- Evaluation of design and specifications for I&I reduction effectiveness.
- Constructability and operability review coordination.
- Review of cost estimates and value opportunities.
- Rehabilitation technology review.
- Permitting and easement status tracking.
- Bid-readiness review.
- Review for consistency with program objectives and Consent Decree commitments.

Unless separately authorized as engineer of record, Arcadis' reviews under subtasks 11.1 and 11.2 are program-management and owner-advisory reviews and do not replace the design consultant's professional responsibility, quality-control obligations, or responsibility for the accuracy and completeness of design documents.

### 11.3 Development of Alternative Project Delivery for Rehab

To achieve greater efficiency in execution of rehabilitation construction, Arcadis has employed Alternative Project Delivery (APD) methods successfully to reduce unnecessary cost such as detailed engineering for insitu rehabilitation technologies. Additionally, these contract vehicles provide reduction in construction overhead by reducing or eliminating

- Evaluation of wastewater drainage basins for APD opportunities
- Indefinite Delivery / Indefinite Quantity (IDIQ) or other APD Project Development
- Preparation of Specifications and IDIQ Unit Price Bidding Documents
- Management of IDIQ construction sequencing to coordinate multiple contractors required to perform tasks in overlapping geographies
- IDIQ or other APD procurement support

## Task 12 - Construction Management / Construction Administration Support

Arcadis will provide full-time, daily oversight of ongoing consent decree related construction activities. Per the City's request for qualifications, an estimated two (2) full-time staff should be assigned to this role to complement and augment the City's existing staff. This role is key to success of the consent decree program. Arcadis will coordinate and monitor all daily inspections and normalize reporting procedure.

### 12.1 Base Program-Level Construction Oversight

- Daily oversight of all consent decree related construction activities, that may include at the owner's discretion, non-sewer project construction with consent decree or I&I reduction implications.
- Maintain awareness of the master construction schedule and major compliance milestones.
- Monitor project-level risks, changes, claims trends, and contractor performance at the program level.
- Coordinate interfaces among City staff, designers, contractors, operations, utilities, and other stakeholders.

- Identify emerging issues requiring City decision or escalation.
- Construction progress meeting facilitation and issues tracker.
- Change Order evaluation and recommendations.

### 12.2 Project-Specific Construction Services

When requested or otherwise authorized, project-specific services may include:

- IDIQ or other APD Contract Management – which may include procurement support, contracting, task order production, contract management, etc.
- Resident construction observation or management of resident inspectors.
- Training of City staff on proper implementation of rehabilitation technologies.
- Pay application review.
- RFI and submittal administration.
- Schedule review and delay analysis.
- Punch-list and closeout support.
- Record-document coordination.
- Claims support.

*The level of construction presence, inspection, and administration for each project will be defined in coordination with City Staff.*

## Task 13 – Outreach Services

### 13.1 Procurement, Contractor Market Outreach, and Delivery Capacity

- Maintain a forecast of upcoming program procurements.
- Support contractor and design-consultant market outreach.
- Assist with industry forums or outreach sessions when requested.
- Provide visibility into anticipated project pipeline, package types, and procurement timing.
- Evaluate package size, market capacity, bidding conditions, and potential competition.
- Support procurement document development and prebid/preproposal activities when requested.
- Support evaluation activities when requested and permitted by City procurement procedures.

### 13.2 Stakeholder and Community Engagement

Arcadis will support the City in providing clear, timely, and transparent communication regarding Consent Decree implementation, capital investments, project impacts, program progress, and measurable benefits.

- Identify key stakeholders, assess communications needs and potential risks / common challenges
- Develop and maintain a program communication strategy in coordination with the City.
- Support Board and leadership messaging and attend Board meetings.
- Support public website content and program-progress graphics.
- Support location-based project information and project-specific public notices.
- Support neighborhood, business, and stakeholder coordination.
- Support public meetings, open houses, and other outreach events when requested.
- Maintain stakeholder issue tracking and support timely resolution.
- Support communication of rate, funding, and community-value information in coordination with the City.

## Task 14 - CMOM and Long-Term Asset Management Integration

Arcadis will evaluate opportunities to strengthen the connection between Consent Decree capital improvements, CMOM activities, maintenance history, condition assessment, SSO recurrence, and long-term asset-management decision-making. The objective will be to transition successful Consent Decree processes into sustainable utility business practices.

- Review available performance information for FOG, root control, cleaning, CCTV, and preventive-maintenance activities.
- Evaluate recurring SSO and maintenance patterns for integration into capital prioritization.

- Support use of condition and consequence information in long-term asset planning.
- Identify opportunities to align rehabilitation lifecycle strategies with O&M practices.
- Recommend practical improvements to data integration and decision processes.
- Review comprehensive sewer system linear assets and make recommendations for future investment in asset renewal and/or replacement strategy.

## Task 15 - Program Performance Measurement and Continuous Improvement

Arcadis will establish and periodically review program performance measures and will recommend adjustments to priorities, delivery strategies, controls, staffing, project packaging, or technical approaches based on measured results and lessons learned.

Potential program KPIs may include, as applicable:

- Linear feet of sewer rehabilitated annually and cumulatively.
- Manholes rehabilitated annually and cumulatively.
- SSO count, volume, recurrence, and wet-weather trends.
- Measured I&I or RDII reduction where data support quantification.
- Projects delivered and regulatory milestones achieved.
- Schedule and budget performance.
- Change-order trends.
- Bidder participation and procurement performance.
- Cost per unit of rehabilitation or measurable performance improvement where meaningful.
- Decision turnaround and issue-resolution performance.

## Additional / Optional Services

The following services are excluded from the base Program Management scope unless specifically requested by the City through an amendment, separate task order, or other written authorization:

- Detailed engineering design and engineer-of-record services.
- New or expanded SSES field investigations.
- Additional flow-monitor installation, operation, and maintenance.
- Major hydraulic model recalibration or development.
- Surveying and subsurface utility engineering.
- Geotechnical investigations.
- Environmental studies and permitting.
- Property acquisition, appraisal, or legal easement services.
- Laboratory or material testing.
- Bond counsel, municipal financial advisor, securities, tax, or accounting service subcontracting and support.
- Specialized IT development, software licenses, third-party hosting, or major systems integration.
- Expert witness or litigation support.
- Emergency response services outside the agreed program-management scope.
- Management or engineering services for other City programs that directly or indirectly affect the consent decree program.

## City Responsibilities

The City will, as applicable:

- Designate a primary City program representative with authority to coordinate City decisions.
- Provide timely access to existing reports, models, project files, contracts, schedules, budgets, regulatory correspondence, and program data.
- Provide reasonable access to City staff, facilities, meetings, and information systems needed for the services.
- Facilitate access to existing consultants and contractors and authorize appropriate coordination.

- Provide timely review comments and decisions.
- Provide financial data and assumptions required for Financial Management Plan development.
- Maintain responsibility for policy, procurement, legal, regulatory, and funding decisions reserved to the City.
- Provide or arrange workspace and system access for embedded/on-site staff if required by the negotiated staffing plan.

## Key Personnel and Staffing

The Program Management Team will be led by the personnel identified in Arcadis' proposal and interview, subject to continued availability and the final negotiated staffing plan. The anticipated core leadership structure includes a Principal-in-Charge, Program Manager, Deputy Program Manager, Senior Construction Manager, Program Management/Regulatory Advisor, Program Controls/Framework support, I&I Reduction technical leadership, and RJN program-continuity and data support.

Specialized technical resources will be utilized as appropriate to individual program needs. Arcadis may substitute personnel of comparable qualifications when necessary, subject to applicable contract requirements and City approval where required.

## Anticipated Management Cadence

| Meeting / Activity | Typical Frequency | Purpose |
|---|---|---|
| Program Management Coordination | Weekly or biweekly | Priorities, decisions, risks, actions, look-ahead |
| Program Controls / Financial Review | Monthly | Schedule, cost, forecast, risk, funding |
| Executive Program Review | Monthly or quarterly | Performance, major decisions, compliance status |
| Board Support | Bimonthly | Program updates, funding, decisions |
| Regulatory Coordination | As required | Compliance, deliverables, strategy |
| Project-Specific Meetings | As required | Design, procurement, construction, issue resolution |

## General Assumptions

- Arcadis will rely on information furnished by the City, its consultants, contractors, and other third parties unless verification is specifically included in an authorized task.
- The City will retain ownership of City data and existing systems. Access to third-party systems will be subject to applicable licenses and permissions.
- The City will provide timely access to applicable systems, records, schedules, budgets, contracts, funding information, invoices, estimates, project-status information, and responsible personnel.
- The City will provide or authorize the system seats, licenses, permissions, and read-only access identified in the RFQ. Arcadis' purchase of a user seat will be limited to the requirement and commercial terms agreed by the parties.
- Arcadis will not replace the detailed scheduling, cost-control, document-control, safety, quality, or contract-administration responsibilities assigned to design consultants, contractors, construction managers, or other project parties.
- The level of effort for project-specific services will depend on the number, complexity, and phase of projects assigned to Arcadis.
- Substantial changes in Consent Decree requirements, project inventory, staffing expectations, meeting frequency, or regulatory obligations may require adjustment to scope and compensation.
- Travel, field presence, and on-site staffing assumptions should be defined in the compensation exhibit and staffing plan.
- Arcadis will not direct contractor means, methods, sequences, techniques, or safety programs unless expressly authorized and legally appropriate.
- Nothing in this scope transfers to Arcadis duties reserved by law or contract to the City, design professionals of record, construction contractors, regulators, legal counsel, or financial advisors.

## Summary of Initial and Recurring Deliverables

| Deliverable | Initial / Recurring | Target Timing | Notes |
|---|---|---|---|
| Program Launch / Existing Conditions Summary | Initial | First 30 days | Shared understanding, risks, priorities, governance |
| Initial Controls and KPI Framework | Initial | By Day 60 | Schedule, risk, decisions, project status, reporting |
| Draft Program Execution Plan | Initial | By Day 90 | Subject to timely City data and review |
| Shared Implementation Roadmap | Initial | By Day 90 | Near-term actions, project strategy, compliance calendar |
| Initial Financial Management Plan Delivery to ADEQ/EPA | Initial | NLT January 19, 2027 | Detailed completion per Consent Decree schedule |
| Program Management Report | Recurring | Monthly | Status, decisions, risks, schedule, cost, actions |
| Integrated Master Schedule | Recurring | Monthly update | Program and project milestones |
| Compliance Obligations Matrix | Recurring | Monthly / as needed | Regulatory dates, status, evidence |
| Annual Consent Decree Report | Recurring | Annual | Draft/final based on City schedule |
| Financial Management Plan Update | Recurring | Annual | As required by modified Consent Decree |
| Dashboards / Executive Reporting | Recurring | Agreed cadence | Executive, delivery, collection system views |
| CIP / Project Delivery Plan Update | Recurring | At least annually or as directed | Priorities, packaging, sequencing, funding |

## Contract Integration

This Scope of Services is intended to be incorporated into the parties' professional services agreement together with the negotiated compensation, schedule, staffing plan, insurance provisions, and other contractual terms. In the event of a conflict between this Scope of Services and the executed professional services agreement, the order of precedence established in the executed agreement will govern.

Any material service not expressly included in this Scope of Services or in an approved task order will be considered additional service and will require written authorization before performance.

*Draft prepared for negotiation purposes. Final task numbering, terminology, staffing commitments, deliverable dates, and compensation structure should be coordinated with the City of Fort Smith and Arcadis legal/contracting requirements.*

# 2026 Rate Schedule

## Professional Services

Invoices for services provided by ARCADIS U.S., Inc. consist of: (1) hourly rate professional services fees; (2) material and equipment expenditures and usage; (3) subcontractor costs; (4) travel, shipping, and communications charges; and (5) sales or gross receipt taxes, as applicable. Hourly rate fees for ARCADIS U.S., Inc. professional services are indicated below:

| | |
|---|---|
| Scientist/Engineer/Technical Support | 134.00 |
| Staff Scientist/Engineer I/Staff Consultant/Analyst I | 150.00 |
| Staff Scientist/Engineer II/Staff Consultant/Analyst II | 170.00 |
| Project Scientist/Engineer I/ Project Consultant/Analyst I | 215.00 |
| Project Scientist/Engineer II/Project Consultant/Analyst II | 250.00 |
| Senior Scientist/Senior Engineer I/Senior Consultant/Analyst | 257.00 |
| Senior Scientist/Senior Engineer II/Senior Consultant II | 289.00 |
| Principal Scientist/Principal Engineer I/Principal Consultant I | 295.00 |
| Principal Scientist/Principal Engineer II/Principal Consultant II | 304.00 |
| Director-Scientists/Engineers/Director-Consultants/Analysts | 334.00 |

| | |
|---|---|
| Field Technician II/Design Tech I | 91.00 |
| Field Technician III/Design Tech II | 105.00 |
| Field Technician IV/Drafter I | 116.00 |
| Field Technician V/Drafter II | 130.00 |
| Field Supervisor/CADD Designer I | 139.00 |
| Sr. Field Supervisor/CADD Designer II | 152.00 |
| Resident/Field Engineer/Project Designer/Architect I | 156.00 |
| Sr. Resident Engineer/Field Manager/Project Designer/Architect II | 189.00 |
| Project/Construction/Field Manager/Senior Designer/Architect I | 197.00 |
| Sr. Project/Field Manager/Senior Designer/Architect II | 204.00 |
| Project/Field Manager/Principal - Designer/Architect | 246.00 |
| Project/Field Director/Director- Designer/Architect | 298.00 |

| | |
|---|---|
| Doc Tech I | 77.00 |
| Doc Tech II | 89.00 |
| Project Assistant I | 95.00 |
| Project Assistant II | 135.00 |
| Project Controller | 252.00 |
| Business Manager | 295.00 |

Legal Proceedings: A surcharge of 50% will be added to the professional services rates for actual sequestered preparation time and for actual time spent in depositions, public testimony, court and/or hearings.

ARCADIS reserves the right to review and re-negotiate fee schedule rates on an annual basis to reflect market condition fluctuations.

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the table of contents of this document.*

# Exhibit C

**To The**

**Professional Services Agreement as Provided**

**By The**

**City of Fort Smith, Arkansas**

**For**

**Program Management Services for Federal Wastewater Consent Decree**

## Estimated Fee Schedule

Arcadis, U.S., Incorporated (Arcadis) submits this updated and negotiated estimated Year-1 fee as Exhibit C to the Agreement for Professional Services (Agreement). Services under this contract shall be invoiced on a Time and Materials basis which may also be described as an Hourly Rate Structure plus associated expenses. The fee schedule listed below is an estimated breakdown of cost for Year-1 of the three-year initial contract term. This is a Not-to-Exceed limit, meaning Arcadis is not guaranteed full payment of the fee detailed below and will be compensated only for work performed plus expenses. Detailed Scope of Services is provided as Exhibit A to the Agreement. Exhibit B establishes the Rate Structure for the contract and may be updated annually. The Agreement document is standard City of Fort Smith contract language negotiated with Arcadis. Any task performed within the scope, whether expressly detailed or implied as part of the Scope of Services will be compensated on an hourly basis plus associated expenses.

### Task 1 - Program Oversight and Administration

**Estimated Fee - $100,000**

### Task 2 - Program Launch, Transition, and Initial Program Assessment

**Estimated Fee - $270,000**

### Task 3 - Program Execution Plan

**Estimated Fee - $74,000**

### Task 4 - Consent Decree Compliance Management and Regulatory Support

**Estimated Fee - $47,000**

### Task 5 - Program Controls

**Estimated Fee - $95,000**

## Task 6 - Annual Consent Decree Reporting

**Estimated Fee - $91,000**

## Task 7 - Project Delivery Plan and Capital Improvement Program Optimization

**Estimated Fee - $127,000**

## Task 8 - I&I Reduction, Modeling, and Effectiveness Evaluation

**Estimated Fee - $210,000**

## Task 9 - Financial Management Plan and Funding Support

**Estimated Fee - $60,000**

## Task 10 - Program Information Management, Dashboards, and Reporting

**Estimated Fee - $116,000**

## Task 11 – Design Phase Services

**Estimated Fee - $238,000**

## Task 12 - Construction Management / Construction Administration Support

**Estimated Fee - $613,000**

## Task 13 – Outreach Services

**Estimated Fee - $92,000**

## Task 14 - CMOM and Long-Term Asset Management Integration

**Estimated Fee - $66,000**

## Task 15 - Program Performance Measurement and Continuous Improvement

**Estimated Fee - $57,000**

## Additional / Optional Services

Services excluded from the base Program Management scope requested by the City shall be brought before the City Board via an amendment, task order, or other authorization.

## Total Estimated Fee

Services will be provided and invoiced by CONSULTANT based on the time incurred at the labor rates defined in Exhibit B to this Fee Schedule, plus the reimbursement of travel costs, materials expense, and other direct costs as required to perform the Scope of Service as described in Exhibit A. Non-direct labor costs shall be invoiced per the terms described in Exhibit B. The total estimated fee indicated below shall be a not-to-exceed project cost for a period of 12 months. Any increase in the budget shall be brought before the City Board for consideration and approval. The fee breakdown shown above is an estimate. Cost overrun in any task may be covered by cost underrun in a separate task. Any remaining single year budget will be considered when negotiating estimated fee for follow-on years and shall be presented to the City Board for consideration and approval.

**Total Estimated Year One Time and Materials Not to Exceed Fee: $2,256,000.00**

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** 3036394100 **FAX (A/C. No.):** (303) 758-9458
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Endurance American Insurance Company | 10641 |
| INSURER B: | Hartford Fire Insurance Co. | 19682 |
| INSURER C: | Hartford Underwriters Insurance Company | 30104 |
| INSURER D: | Property & Casualty Ins Co of Hartford | 34690 |
| INSURER E: | Twin City Fire Insurance Company | 29459 |
| INSURER F: | Hartford Casualty Insurance Co | 29424 |

**INSURED**
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570123224500 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 20ECSOL5969<br>SIR applies per policy terms & conditions | 06/01/2026 | 06/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B<br>C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | 20 UEN OL5968<br>AOS<br>20 UEN OL5973<br>HI | 06/01/2026<br>06/01/2026 | 06/01/2027<br>06/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| F | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $10,000 | | | 20XHUOL5972 | 06/01/2026 | 06/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| D<br>E | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 20WNOL5971<br>AOS<br>20WBROL5970<br>MA, WI | 06/01/2026<br>06/01/2026 | 06/01/2027<br>06/01/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| G | Architects & Engineers Professional | | | US00101061EO26A<br>Claims Made Prof-Poll Lia<br>SIR applies per policy terms & conditions | 06/01/2026 | 06/01/2027 | Each Claim<br>Annual Aggregate | $1,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project No. 30354674, Management Services for Federal Wastewater Consent Decree (Project Number 26-01-ES1). City of Fort Smith, Arkansas is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Fort Smith, Arkansas and their officers, directors, agents, employees in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

City of Fort Smith, Arkansas
Attn: Christy Deuster
623 Garrison Avenue
PO Box 1908
Fort Smith AR 72205 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570123224500

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AGENCY CUSTOMER ID: 570000005571

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Arcadis U.S., Inc. |
| POLICY NUMBER: See Certificate Number: 570123224500 | |
| CARRIER: See Certificate Number: 570123224500 / NAIC CODE: | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER G: Indian Harbor Insurance Company | 36940 |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
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EXHIBIT D

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER**
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000005571

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: QBE Specialty Insurance Company | 11515 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570123221937 **REVISION NUMBER:**

**LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

RE: Project No. 30354674, Management Services for Federal Wastewater Consent Decree (Project Number 26-01-ES1).

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X PROPERTY<br>CAUSES OF LOSS / DEDUCTIBLES | 140011150 | 10/01/2025 | 10/01/2026 | BUILDING | |
| | BASIC / BUILDING | | | | PERSONAL PROPERTY | |
| | BROAD / CONTENTS | | | | X BUSINESS INCOME | Included |
| | SPECIAL | | | | X EXTRA EXPENSE | $5,000,000 |
| | EARTHQUAKE | | | | RENTAL VALUE | |
| | WIND | | | | BLANKET BUILDING | |
| | FLOOD | | | | X BLANKET PERS PROP | $87,577,091 |
| | X ALL RISK-Subject to Exclusions | | | | BLANKET BLDG & PP | |
| | Blkt PP Ded | | | | X Valuable Papers Limit | $1,000,000 |
| | | | | | X Boiler & Machinery | Included |
| | INLAND MARINE<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY<br>POLICY NUMBER | | | | |
| | CRIME<br>TYPE OF POLICY | | | | | |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |
| | | | | | | |

**SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Replacement cost coverage provided. A Waiver of Subrogation is granted in favor of City of Fort Smith, Arkansas and their officers, directors, agents, employees in accordance with the policy provisions of the Property policy.

**CERTIFICATE HOLDER**

City of Fort Smith, Arkansas
Attn: Christy Deuster
623 Garrison Avenue
PO Box 1908
Fort Smith AR 72205 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570123221937

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AGENCY CUSTOMER ID: 570000005571

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Arcadis U.S., Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570123221937 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570123221937 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 24 **FORM TITLE:** Certificate of Property Insurance

Earthquake & Flood Limits/Deductible

Earthquake Limit:
$3,250,048 CA;
$10,833,495 AL,AK,HI,ID,IL,IN,KY,MO,MT,NV,NM,OR,TN,UT,WA,WY;
$54,167,474 All Other Locations
Deductible: CA 5% $10,833 minimum; $2,708 storage and warehouse locations; 2% minimum; $1,083 All Other Locatio

Flood Limit:
$5,416,747 Zones A &V
$10,833,495 All Other Locations
Deductible: 2% $10,833 minimum A & V locations; $2,708 storage and warehouse locations; $1,083 All Other Locati



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EXHIBIT D

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 09/25/2026

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**PRODUCER**
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000005571

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: QBE Specialty Insurance Company | 11515 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570123221941 **REVISION NUMBER:**

**LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

RE: Project No. 30354674, Management Services for Federal Wastewater Consent Decree (Project Number 26-01-ES1).

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X PROPERTY<br>CAUSES OF LOSS / DEDUCTIBLES | 140011150 | 10/01/2026 | 10/01/2027 | BUILDING | |
| | BASIC / BUILDING | | | | PERSONAL PROPERTY | |
| | BROAD / CONTENTS | | | | BUSINESS INCOME | |
| | X SPECIAL | | | | X EXTRA EXPENSE | $5,000,000 |
| | EARTHQUAKE | | | | RENTAL VALUE | |
| | WIND | | | | BLANKET BUILDING | |
| | FLOOD | | | | X BLANKET PERS PROP | $87,559,200 |
| | Blkt PP Ded | | | | BLANKET BLDG & PP | |
| | | | | | X Valuable Papers Limit | $1,000,000 |
| | INLAND MARINE<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY<br>POLICY NUMBER | | | | |
| | CRIME<br>TYPE OF POLICY | | | | | |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |

**SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Replacement cost coverage provided. POLICY DEDUCTIBLE: $2,708 Storage and Warehouses; $1,083 All Other Locations. A Waiver of Subrogation is granted in favor of City of Fort Smith, Arkansas and their officers, directors, agents, employees in accordance with the policy provisions of the Property policy.

**CERTIFICATE HOLDER**

City of Fort Smith, Arkansas
Attn: Christy Deuster
623 Garrison Avenue
PO Box 1908
Fort Smith AR 72205 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier :
570123221941
CERTIFICATE NUMBER:

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AGENCY CUSTOMER ID: 570000005571

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Insurance Services West, Inc. | Arcadis U.S., Inc. |
| POLICY NUMBER | |
| See Certificate Number: 570123221941 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570123221941 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 24 **FORM TITLE:** Certificate of Property Insurance

EQ, Flood, & Windstom Limits/Deductibles

Earthquake Limit:
$3,250,048 CA
$10,833,495 AL,AK,HI,ID,IL,IN,KY,MO,MT,NV,NM,OR,TN,UT,WA,WY
$54,167,474 All Other Locations
Deductible: CA 5% $10,833 minimum; $2,708 storage and warehouse locations; 2% minimum; $1,083 All Other Locatio

Flood Limit:
$5,416,747 Zones A &V
$10,833,495 All Other Locations
Deductible: 2% $10,833 minimum A & V locations; $2,708 storage and warehouse locations; $1,083 All Other Locati

Windstorm Limit:
$5,416,747 AL,DE,FL,GA,LA,MD,MS,NJ,NC,SC,TX,VA
$53,167,474 AOS
Deductible: 2.5% $10,833 minimum AL,DE,FL,GA,LA,MD,MS,NJ,NC,SC,TX,VA; $2,708 storage and warehouse locations; $
Other Locations



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# MEMORANDUM

**TO:** Jeff Dingman, City Adminstrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 13, 2026

**SUBJECT:** 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1, Recommendation to Reject Bid

## SUMMARY

This Consent Decree project includes the replacement or rehabilitation of approximately 6,158 linear feet of sanitary sewer mains by open cut, pipe bursting, or Cured-In-Place pipe (CIPP) lining, and the replacement or rehabilitation of approximately 110 sanitary sewer manholes. Exhibits included are project location map, bid tab and award of bid letter from ISG, Inc. for review.

The bid opening was held September 24, 2026. Three contractors picked up plans but ultimately did not submit a bid for various reasons including; crew availability, lining materials and the project as a whole didn't have a high enough percentage of pipe bursting work which is their specialty. One bid was submitted, by Goodwin & Goodwin, Inc. in the amount of $5,500,715.50, which is 19% higher than the engineers estimate of $4,619,393.00 provided by the engineering design firm ISG, Inc.

This item was considered at the October 20 regular meeting and specifically tabled to the November 2 regular meeting, along with the direction to staff to negotiate the final price of this contract with the contractor. An alternate item to approve the contract at a negotiated price is separately presented for consideration.

Please contact me should you or members of the Board have any questions or desire additional information.

## ATTACHMENTS

1. 10-20-2026_Item_ID_3161_Resolution_Engineering-Utilities.pdf
2. 10-20-26 Item ID 3161 Attachment Engineering-Utilities.pdf

RESOLUTION NO. _____

A RESOLUTION REJECTING THE BID OF GOODWIN & GOODWIN, INC. FOR THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12-C1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: One bid was received for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1, said bid being from Goodwin & Goodwin, Inc., opened on September 24, 2026, and in the amount of $5,500,715.50.

SECTION 2: Pursuant to Paragraph 103.3 of the Standard Specifications for Public Works Construction included in the Project Manual, the City reserves the right to reject any bid and cancel the award of any contract at any time prior to execution by all parties, without liability to the City.

SECTION 3: The bid of Goodwin & Goodwin, Inc. in the amount of $5,500,715.50 for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1 is hereby rejected.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

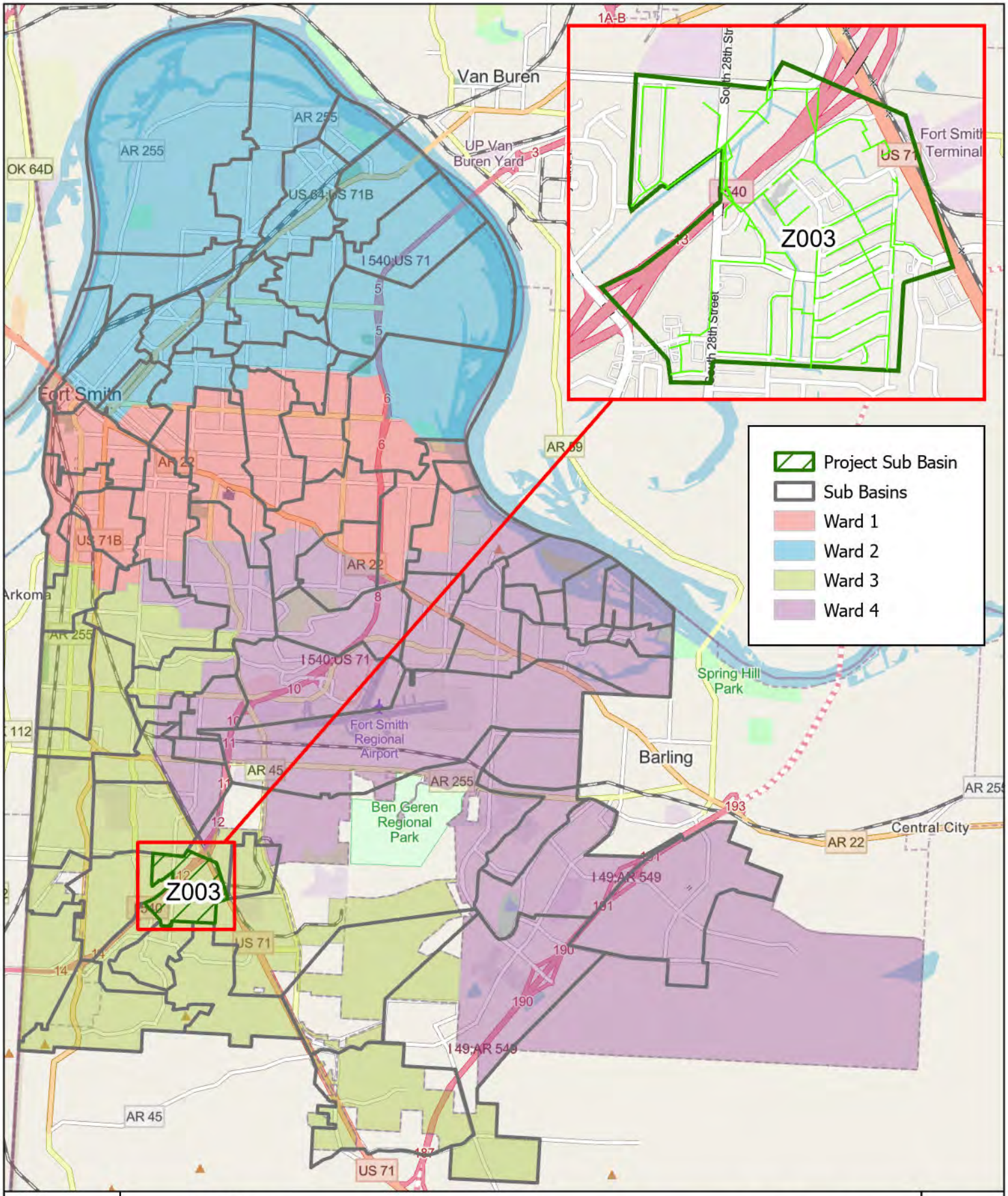
ATTEST:

_____
City Clerk

Approved as to form:



_____npr




Sub-Basin

# Z003

25-12 - 2023 SSA Remedial Measures - Sub-Basin Z003

Total Main Line Length in Project - 6,451 LF 131 Manholes

## Bid Tabulation Sheet

**Project Name**
2023 SSA Remedial Measures - Sub-Basin Z003
25-12-C1

**Bid Opening**
September 24, 2026
10:00 A.M.

**Bids Received**

| | |
|---|---|
| Goodwin & Goodwin, Inc.<br>Fort Smith, AR | $5,500,715.50 |

# Letter of Recommendation

OCTOBER 02, 2026

Todd Mittge, P.E.
Director of Engineering
City of Fort Smith – Engineering Department
623 Garrison Avenue
Fort Smith, Arkansas 72901
Email TMittge@FortSmithAR.gov

RE: 2023 SSA Remedial Measures – Sub Basin Z003 Project Bid Opening Recommendations

On September 24, 2026, at 10:00 a.m., bids were received for the 2023 SSA Remedial Measures – Sub Basin Z003 Project. A total of one (1) bid was submitted by Goodwin & Goodwin, Inc., Fort Smith, Arkansas, in the amount of $5,500,718.94.

The submitted bid exceeded the Engineer's Estimate of $4,619,406.38 by $881,312.56, or approximately 19.1 percent.

Pursuant to Arkansas Code Annotated § 22-9-203(f)(1), the City may negotiate an award with the apparent low bidder when the bid is within twenty-five percent (25%) of the amount appropriated for the project. However, § 22-9-203(d) provides that a contract award should be made only when, in the opinion of the awarding authority, the best interests of the City will be served. Additionally, Section 103.03 of the Project Manual reserves the City's right to reject any bid and cancel the award of any contract at any time prior to execution by all parties, without liability to the City.

Given that only a single bid was received and that the bid amount substantially exceeds the Engineer's Estimate, staff believes it is in the City's best interest to reject the bid and re-advertise the project. Re-advertising may encourage broader contractor participation, increase competition, and potentially result in more favorable pricing for the City.

Therefore, staff recommends that the City reject the bid submitted by Goodwin & Goodwin, Inc. and authorize the project to be re-advertised.

Sincerely,

**Matt Casey, P.E.**
Civil Engineer
Matt.Casey@ISGInc.com



# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 23, 2026

**SUBJECT:** 2023 SSA Remedial Measures - Sub-Basin Z003, Project 25-12-C1

## SUMMARY

This Consent Decree project includes the replacement or rehabilitation of approximately 6,158 linear feet of sanitary sewer mains by open cut, pipe bursting, or Cured-In-Place pipe (CIPP) lining, and the replacement or rehabilitation of approximately 110 sanitary sewer manholes. An exhibit showing the location of the project is attached.

This project was reviewed at the October 20, 2026, Board Meeting, with a recommendation to reject the bid of Goodwin & Goodwin, Inc., which was 19% higher than the engineer's estimate of $4,619,393. After discussion, the Board of Directors voted to table action on this project until the November 02, 2026, regular board meeting and also directed staff to negotiate with Goodwin & Goodwin, Inc. on the amount of their bid. A meeting with Goodwin & Goodwin, Inc. was held on October 26, 2026, to review their bid. This resulted in Goodwin & Goodwin, Inc. revising the amount of their bid to $5,060,015.50, which is 9.5% above the engineer's estimate, and added 120 calendar days for substantial completion, which results in a contract time of 390 calendar days. The additional contract time does not impact Consent Decree milestone requirements, so the additional time requested was approved. Attached is a bid tabulation comparing the original bid amount to the negotiated amount.

Included in the Board's agenda packet are two resolutions: Item A is a resolution authorizing the Mayor to reject the bid submitted by Goodwin & Goodwin, Inc., as this specific item was tabled to the November 2 meeting. Item B is a resolution authorizing the Mayor to execute a contract with Goodwin & Goodwin, Inc. in the negotiated amount of $5,060,015.50 and for contract time of 390 calendar days.

Please contact me should you or members of the Board have any questions or desire additional information.

**ATTACHMENTS**

1. 11-2-26_Item_ID_3199_Resolution_Engineering-Utilities.pdf
2. 11-2-26 Item ID 3199 Attachment Engineering-Utilities.pdf

*FISCAL IMPACT:* *$5,060,015.50*
*BUDGET INFORMATION:* *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE REVISED, NEGOTIATED BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GOODWIN & GOODWIN, INC. FOR THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12-C1

WHEREAS, the City solicited competitive bids for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1 ("Project");

WHEREAS, the City appropriated the amount of $4,619,393.00 for the award of a contract for the Project;

WHEREAS, Goodwin & Goodwin, Inc. was the sole bidder on the Project, submitting a bid in the amount of $5,500,715.50, approximately 18% above the amount the City appropriated for the Project;

WHEREAS, pursuant to Ark. Code Ann. § 22-9-203(f)(1), the City negotiated with Goodwin & Goodwin, Inc. for the award of a contract for the Project and Goodwin & Goodwin, Inc. submitted a revised bid for the Project in the amount of $5,060,015.50 and requesting an additional 120 days to achieve substantial completion.

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The revised, negotiated bid of Goodwin & Goodwin, Inc. for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Goodwin & Goodwin, Inc. in the amount of $5,060,015.50 and for a contract period of 390 days for performing said construction.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2026.

APPROVED:

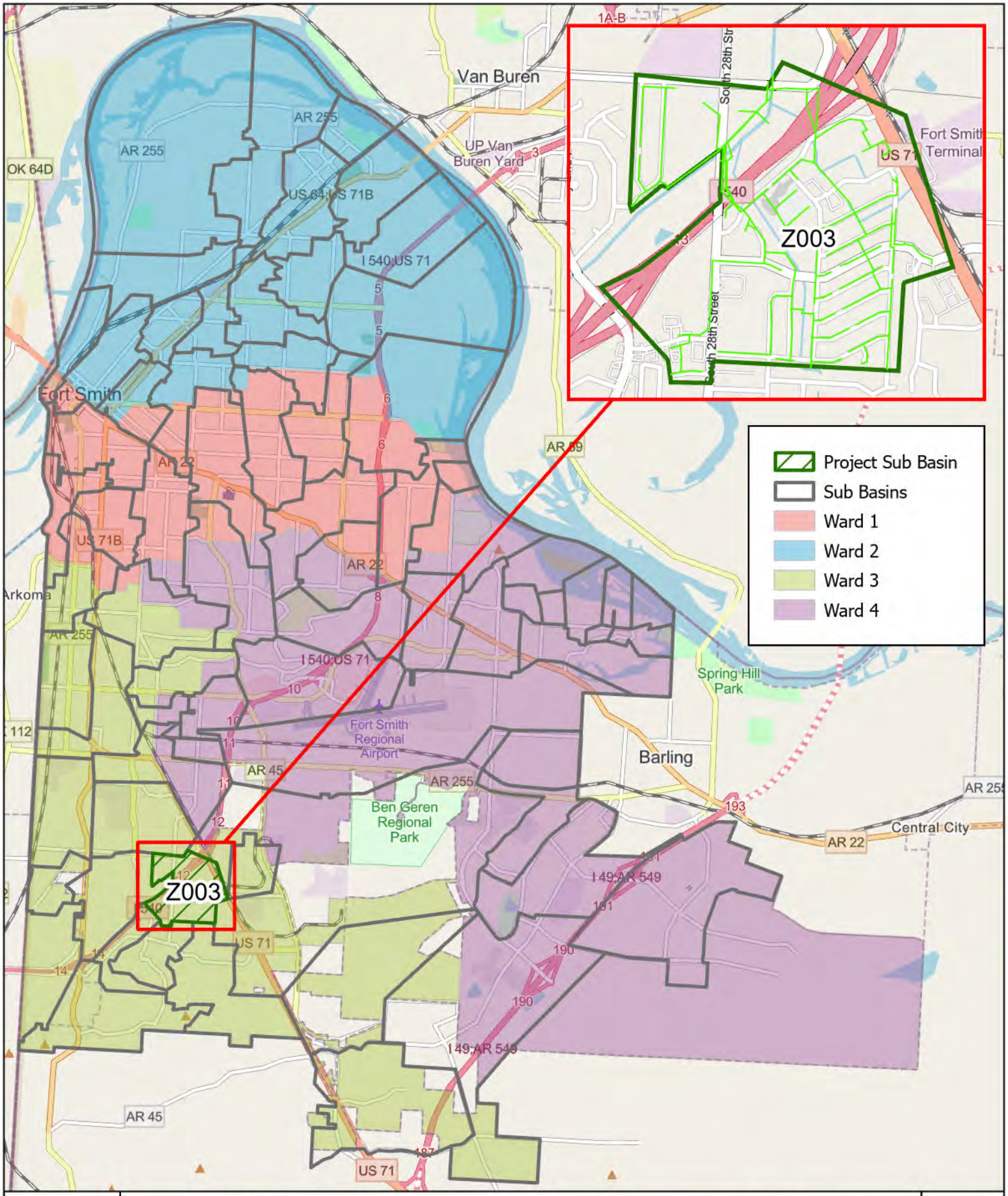
_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr




Sub-Basin

# Z003

25-12 - 2023 SSA Remedial Measures - Sub-Basin Z003

Total Main Line Length in Project - 6,451 LF 131 Manholes

## Bid Tabulation Sheet

**Project Name**
2023 SSA Remedial Measures - Sub-Basin Z003
25-12-C1

**Bid Opening**
September 24, 2026
10:00 A.M.

**Bids Received**

Goodwin & Goodwin, Inc.
Fort Smith, AR $5,500,715.50

Revised Bid $5,060,015.50

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 26, 2026

**SUBJECT:** 2022 SSA Remedial Measures, Sub-Basin S005, Project No. 25-13-C1

## SUMMARY

This Consent Decree project consists of remediation efforts in the Sub-Basin S005 sanitary sewer collection system, which includes approximately 6,852 linear feet of pipe and 6 manholes that require remediation. A Letter of Recommendation of Award and exhibit showing the location of the project are attached. A total of six bids were received on this project. The low bid for the project was submitted by InLiner Solutions, LLC in the amount of $3,441,442.90 and for a contract time of 330 days. A bid summary showing the bidders and bid amounts is attached. The engineer's opinion for this project was $6,499,163.50. InLiner was contacted and given opportunity to review their bid due to the difference between the engineers opinion and their bid. After review, InLiner stated they stand behind their bid as presented. This is Inliner's third project for Engineering-Utilities.

The attached Resolution authorizes the Mayor to execute a contract with InLiner Solutions, LLC in the amount of $3,441,442.90 and for a contract time of 330 days.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

Please contact me should you or members of the Board of Directors have questions, or desire additional information.

## ATTACHMENTS

1. 11-2-26_Item_ID_3208_Resolution_Engineering-Utilities.pdf
2. 11-2-26 Item ID 3208 Attachment Engineering-Utilities.pdf

*FISCAL IMPACT:* *$3,441,442.90*

*BUDGET INFORMATION:* *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH INLINER SOLUTIONS, LLC FOR THE 2022 SSA REMEDIAL MEASURES, SUB-BASIN S005, PROJECT NO. 25-13-C1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The bid of InLiner Solutions, LLC. for the 2022 SSA Remedial Measures, Sub-Basin S005, Project No. 25-13-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with InLiner Solutions, LLC in the amount of $3,441,442.90 and for a contract period of 330 days for performing said construction, said contract being incorporated herein by reference.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

**Bid Tabulation Sheet**

**Project Name:**
2022 SSA Remedial Measures, Sub-Basin S005
25-13-C1

**Bid Opening:**
October 8, 2026
2:00 P.M.

**Bid Received:**

| | |
|---|---|
| Bennett, Inc.<br>Lamar, Mo | $3,879,302.00 |
| Goodwin & Goodwin, Inc.<br>Fort Smith, AR | $5,684,795.00 |
| InLiner Solutions, LLC<br>Orleans, IN | $3,441,442.90 |
| KAJACS Contractors, Inc.<br>Little Rock, AR | $5,840,000.00 |
| Krapff-Reynolds Construction Co.<br>Oklahoma City, OK | $5,168,511.00 |
| Timco Services Inc.<br>Bristow, OK | $6,097,061.00 |

October 15, 2026

Clint Allison
City of Fort Smith Engineering
623 Garrison Avenue, 4th Floor
Fort Smith, AR 72901

**Re: 2022 SSA Remedial Measures Sub-Basin P005**
**Project No. 25-13-C1**

Dear Clint:

As you know, bids for the above referenced project were opened on October 8th. Six bids were received with *Inliner Solutions, LLC* of Orleans, Indiana being the low bidder in the amount of $3,441,442.90. A Bid Tabulation, which includes the Engineer's Cost Opinion, is attached for your reference.

Upon review of the bid documents, Inliner Solutions, LLC was determined to be a responsive and responsible bidder qualified to perform the proposed work. As such, we recommend that a unit price construction contract in the amount of **$3,441,442.90** be awarded to Inliner Solutions, LLC.

If you should have any questions or comments, please feel free to contact me anytime to discuss.

Sincerely,

Jeff Nichols
Project Manager

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 26, 2026

**SUBJECT:** Professional Engineering Services in connection with the 2022 SSA Remedial Measures, Sub-Basin S005, Project No. 25-13-EC1

## SUMMARY

This is a companion item to the construction contract award to InLiner Solutions, LLC. Halff Associates, Inc. has been selected to provide Professional Services on a reduced scale for this project and submitted a proposal in the amount of $106,610.00 for a period of 365 days. Halff Associates, Inc. will provide necessary construction administration services for the project as outlined in Exhibit A of the attached Professional Services Agreement. In-house city staff inspectors provide daily construction observation.

The Resolution authorizes the Mayor to execute an Agreement with Halff Associates, Inc., in the amount of $106,610.00 and for 365 days.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

Please contact me should you or members of the Board of Directors have questions, or desire additional information.

## ATTACHMENTS

1. 11-2-26_Item_ID_3209_Resolution_Engineering-Utilities.pdf
2. 11-2-26 Item ID 3209 Attachment Engineering-Utilities.pdf

*FISCAL IMPACT:* *$106,610.00*
*BUDGET INFORMATION:* *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE 2022 SSA REMEDIAL MEASURES, SUB-BASIN S005, PROJECT NO. 25-13-EC1

BE IT RESOLVED AND EXACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: An agreement with Halff Associates, Inc. for providing engineering services associated with the 2022 SSA Remedial Measures, Sub-Basin S005, Project No. 25-13-EC1, which is incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the agreement approved by Section 1 hereof in the amount of $106,610.00 and for a contract period of 365 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

**AGREEMENT**

**BETWEEN**

**CITY OF FORT SMITH, ARKANSAS**

**AND**

**HALFF ASSOCIATES, INC.**

**FOR**

**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of **_____, 2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and **Halff Associates, Inc., 5704 Euper Lane, Suite 200, Fort Smith Arkansas, 72903 (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **2022 SSA Remedial Measures Sub-Basin S005 (Project Number 25-13-EC1)** (hereinafter called the **Project**).

In consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below, ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.

1.1.2 Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.1.3 Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.

1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.

1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.

1.1.7 Not commence work until written Notice to Proceed (NTP) has been issued by the OWNER.

1.1.8 If ENGINEER receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, and agreed to by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in **Exhibit A, "Scope of Services"**. These services will be paid for by OWNER as indicated in Section 5.1.2.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNERS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.

2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8 Furnishing services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.

2.1.11 No changes may be started until approval is provided by the OWNER.

2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this Agreement.

## SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall furnish or obtain from others Services of the following types except to the extent provided otherwise in **Exhibit A, "Scope of Services"**.

3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist ENGINEER by making reasonably available for ENGINEER's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4 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.

3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to the OWNER's Board of Directors for approval.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incident to compliance with the requirements of this Section 3.

3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.13 Compile and print contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.14 Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15 OWNER will issue written NTP prior to the start of work.

3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.

## SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.

4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and their various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that their services be suspended under this Agreement.

4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

## SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER's Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum compensation to the ENGINEER for Basic Services and Reimbursable Expenses shall be as provided in Section 8.3 of this Agreement.

5.1.2 For Additional Services

Any and all Additional Services and payment of these services shall be agreed to in writing by OWNER and ENGINEER prior to rendering these services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General

For services of ENGINEER's employees engaged directly on the Project pursuant to Section 2, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached **Exhibit B**, **"Engineer's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by OWNER.

5.1.2.2 Special Consultants

Any and all Additional Services must be approved with an Amendment to the Agreement. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed to ENGINEER therefor times a factor of 1.00 (except as amended and supplemented by **Exhibit C, "Fee Schedule"** or as specified in rate scale exhibit shown within the Amendment).

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying Reimbursable Expenses, OWNER shall pay ENGINEER the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by ENGINEER to support this effort.

The OWNER reserves the right to audit any invoice (except ENGINEER'S Hourly Rates). ENGINEER shall refer to OWNER's Travel Policy and Invoice Policy for Reimbursable Expenses. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

5.1.3.1 Airfare

Airfare ticket reimbursement will be made for actual coach costs. Receipts must have dates of travel. OWNER will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the OWNER.

5.1.3.2 Lodging

Lodging will be reimbursed up to the current General Services Administration (GSA) rate, plus tax, for the current year, and requires submittal of an itemized room receipt, which includes dates, length of stay, and employee's full name.

5.1.3.3 Meals

A per diem meal allowance will be paid up to the current GSA rate for the current year. Travel days will be paid at a prorated rate per the GSA policy. Per diem will not be paid for meals provided by the hotel, or any meals provided by attendance at a conference. Meal receipts are required for individual travelers.

5.1.3.4 Mileage

Mileage for a privately owned or company owned vehicle shall be reimbursed in accordance with the current GSA mileage chart. The request for mileage reimbursement shall include the total miles driven for the time period covered by the invoice, purpose of travel, the reimbursement rate, the total reimbursement requested and the employee's full name.

5.1.3.5 Parking and Tolls

All parking and toll receipts must have the cost, date, and location of the fees.

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)

All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements

All leases must be pre-approved by OWNER. A copy of OWNER reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with OWNER

Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The OWNER will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by OWNER.

5.1.3.9 Rental Cars

Rental car receipt and any gas receipts for rental period must be provided. OWNER will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by OWNER for larger vehicle.

5.1.4 The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.1.5 It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B**, **"Engineer's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.

5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

5.3.1 In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for ENGINEER's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.

5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.

5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

## SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

6.1.1(A) By OWNER: OWNER may suspend services under this Agreement upon seven days written notice to ENGINEER.

6.1.1(B) By ENGINEER. If ENGINEER's services are substantially delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

6.1.2 Termination

The obligation to provide further services under this Agreement may be terminated:

6.1.2(A) For convenience, without cause by the OWNER's reasonable discretion, by OWNER effective upon 15 days after ENGINEER's receipt of written notice from OWNER.

6.1.2(B) For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.1.3 Effective Date of Termination

The terminating party under paragraph 6.1.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. ENGINEER shall be paid for all services performed, including any services performed due to the termination, to the date of termination.

## SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

7.1.1 All Documents including Drawings and Special Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed 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.

7.2 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Arkansas. The venue for any action between OWNER and ENGINEER related to the Project or this Agreement shall be in the Circuit Court of the Fort Smith District of Sebastian County, Arkansas.

7.3 Successors, Assigns, and Beneficiaries

7.3.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.3.2 Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.4 Access To Records

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 term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of Project funding, and copies thereof shall be furnished, if requested at OWNER'S expense. The OWNER reserves the right to audit all project related documents. A copy of ENGINEER'S monthly reports will be provided to the OWNER. The OWNER reserves the right to audit all records. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

7.5 Standards of Performance

7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information or others not under contract with ENGINEER.

7.5.2 ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.

7.6 Insurance

7.6.1 ENGINEER shall procure and maintain insurance as set forth below. ENGINEER shall cause OWNER to be listed as an additional insured on the commercial general liability insurance policy carried by ENGINEER. ENGINEER shall each deliver to the OWNER certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the performance of ENGINEER'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance".**

7.6.2 ENGINEER's insurance shall include the designated types and coverage limits:

7.6.2(A) Workers' Compensation – Limits as required by controlling law;

7.6.2(B) Professional liability - Each claim made and annual aggregate limit of $1 Million;

7.6.2(C) Automobile liability - Each accident of $1 Million;

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate limit of $2 Million.

7.6.3 OWNER and ENGINEER release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services. A provision similar to this shall be incorporated into all construction contracts entered into by OWNER, and all construction contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage covered by any construction contractor's property insurance.

Note: ENGINEER will provide a copy of any and all renewal certificates when issued.

7.7 Indemnification

7.7.1 To the fullest extent permitted by law, ENGINEER shall indemnify OWNER and its officers and employees from and against damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the ENGINEER, anyone directly or indirectly employed by the ENGINEER or anyone for whose acts the ENGINEER may be liable.

7.8 Waiver

7.8.1 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.

7.9 Notices

7.9.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.10 Survival

7.10.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.11 Severability

7.11.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER.

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.13 Limitation of Liability

7.13.1 Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

7.13.2 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the coverage limits of ENGINEER's insurance as set forth in paragraph 7.6. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

7.14 Delays

7.14.1 In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

SECTION 8 - EXECUTION

8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **One Hundred Six Thousand Six Hundred Ten 00/100 Dollars ($106,610.00)** without written approval of the OWNER.

8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **365 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

| Owner | Professional Services Provider |
|---|---|
| City of Fort Smith | Halff Associates, Inc. |
| C/O Engineering Department | Attn: Travis Brisendine, PE |
| 623 Garrison Avenue | 5704 Euper Lane, Suite 200 |
| Fort Smith, AR 72901 | Fort Smith, AR 72903 |

8.6 Designated Representative (see Section 3.8):

| Owner | Professional Services Provider |
|---|---|
| Clint Allison, PE<br>(Print Name) | Travis Brisendine<br>(Print Name) |
| Title: Project Engineer | Title: Vice President |
| Phone Number: 479-494-3900 | Phone Number: 479-452-1933 |
| Facsimile Number: 479-494-3909 | Facsimile Number: 479-452-1939 |
| E-Mail Address: | E-Mail Address: tbrisendine@halff.com |

(The Remainder Of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

Date Signed: _____

_____
(City Clerk), Sherri Gard

(SEAL)

Halff Associates, Inc.
(Engineer - Company Name)

By: _____
President

_____
(Corporate Secretary)

_____
(Witness)

Travis Brisendine
(Printed Name)

5704 Euper Lane, Suite 200
(Mailing Address)

Fort Smith AR 72903
(City) (State) (Zip)

Engineer License or Certificate No. 10420

State of: ARKANSAS

NOTE: If Engineer is a corporation, Corporation Secretary should attest.

October 23, 2026

Mr. Clint Allison, P.E.
Fort Smith Engineering
623 Garrison Avenue, 4th Floor
Fort Smith, AR, 72901

***Re: Exhibit A - Construction Engineering Scope of Services***
*2022 SSA Remedial Measures, Sub-Basin S005 (25-13-EC1)*

Dear Clint:

Halff Associates, Inc. (Halff) is pleased to provide this proposal for construction engineering-related services to the Fort Smith Engineering Department (FSE) for the above-referenced project. This proposal shall serve as *Exhibit "A"*, *Scope of Services*, as referenced in our Agreement for Professional Services with the City of Fort Smith. We greatly appreciate the opportunity to continue working with you.

**Understanding of Project Scope**

Based on guidance by FSE and previous SSA construction projects, it is our understanding that the services requested include the following:

1. FSE will provide day-to-day construction inspection for the project. Halff will rely on field information and documentation provided by FSE's construction inspector and the Contractor as necessary to perform the construction administration services described below. Halff will perform task-specific site visits and other field services as necessary to complete the services included in this scope.

2. Attend and assist with administering a pre-construction conference.

3. Attend one (1) monthly construction progress and coordination meeting with FSE for the duration of construction.

4. Coordinate and review material submittals for general conformance with the contract documents.

5. Perform Contract Administration tasks, including:

    a. Review Contractor-provided pre-construction CCTV videos, evaluate costs of potential rehabilitation method modifications and prepare plan revisions as necessary.

    b. Review Contractor-provided post-construction CCTV videos.

    c. Review and Respond to Contractor Requests for Information (RFI).

    d. Review and prepare monthly Contractor payment applications. The City Inspectors shall confirm requested quantities are appropriate for each application.

    e. Prepare and execute change orders and/or field orders as necessary.

6. Perform site visits as necessary to address specific construction issues as requested by the City. A certain number of hours have been allotted for this task based on the assumption of limited need for these visits. Should the amount of time required for site visits exceed the assumed amount, additional services will be required.

7. Conduct a final onsite inspection with FSE and the Contractor to identify remaining items requiring completion or correction. Assist with final project closeout, including review of outstanding project documentation.

8. Perform survey tie-in of newly constructed site features such as manholes, cleanouts, and connections and submit survey data to FSE for incorporation into its GIS system. Survey data will be based on the City of Fort Smith coordinate system.

9. Prepare record drawings based on Contractor-provided record information, FSE inspection records, approved changes, and available survey data.

## Additional Services

Per your request, construction observation services are not included in the Scope of Services described above. If requested by FSE, Halff may provide construction observation services upon written authorization through an amendment or separate contract.

**Proposed Fees**

The total hourly-not-to-exceed fee (plus expenses) is summarized in the following table:

| SUMMARY OF FEES | BILLING METHOD | FEE AMOUNT |
|---|---|---|
| Phase 100 – Construction Phase Services | Hourly NTE | $106,610.00 |
| **TOTAL** | | **$106,610.00** |

A person-hour breakdown is provided in the attached *Exhibit "C" – Fee Schedule*. Also attached is *Exhibit "B" – Engineer's Hourly Rates*. As always, Halff will invoice only for actual time expended on the project. While the final effort required is dependent upon the Contractor's progress and project conditions encountered during construction, Halff has historically completed similar projects at or below the contract amount.

We trust this proposal provides the information necessary to support a construction engineering services contract for this work. Should you require any additional information or have questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to continue serving the City of Fort Smith and look forward to working with your team on this project.

Respectfully Submitted,
***Halff***

Jeff Nichols
Project Manager

Attachments: Exhibit B – Engineer's Hourly Rates
Exhibit C – Fee Schedule
Exhibit D – Certificate of Insurance

# EXHIBIT "B" - ENGINEER'S HOURLY RATES

| | |
|---|---|
| Principal Engineer | $ 345.00/Hour |
| Senior Project Engineer (P.E.) | $ 285.00/Hour |
| Senior Project Manager | $ 230.00/Hour |
| Project Manager | $ 200.00/Hour |
| Project Engineer (P.E.) | $ 160.00/Hour |
| Project Engineer | $ 145.00/Hour |
| Engineering Technician | $ 95.00/Hour |
| Senior CAD Designer | $ 170.00/Hour |
| CAD Designer | $ 150.00/Hour |
| CAD Technician | $ 130.00/Hour |
| | |
| Senior Surveyor (PLS) | $ 230.00/Hour |
| Surveyor (PLS) | $ 195.00/Hour |
| Survey Project Manager | $ 160.00/Hour |
| Senior Survey Tech/Sr. Geospatial Tech (SIT) | $ 135.00/Hour |
| Survey Tech/Geospatial Tech | $ 110.00/Hour |
| 3-Man Survey Crew | $ 270.00/Hour |
| 2-Man Survey Crew | $ 220.00/Hour |
| 1-Man Survey Crew | $ 135.00/Hour |
| | |
| Construction Manager | $ 210.00/Hour |
| Senior Construction Observer | $ 160.00/Hour |
| Construction Observer | $ 145.00/Hour |
| | |
| Project Technician | $ 115.00/Hour |
| Administrative Assistant | $ 9 0 .00/Hour |
| Project Accountant | $ 115.00/Hour |

**EXPENSES**

| | |
|---|---|
| Mileage & Per Diem Meals: | CURRENT IRS RATE |
| All other Direct Costs (ODC), | |
| such as hotels, subcontractors, hotels, research fees etc.: | Cost + 10% |

**BILLING TERMS**

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from Halff's office.
4. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, etc. will be charged at 200% of the noted rates.
5. Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of Halff Associates, Inc.

## EXHIBIT "C" - FEE SCHEDULE

**2022 SSA REMEDIAL MEASURES - SUB-BASIN S005**
**Project No. 25-13-EC1**
(Halff AVO# 63080.002)

*October 23, 2026*

| **Tasks - Construction Phase Services** | Principal Engineer ($345/hr.) | Sr. Project Manager ($230/hr.) | Project Manager ($200/hr.) | Construction PM ($210/hr.) | Project Engineer ($145/hr) | Construction Observer #1 ($145/hr.) | CAD Designer ($150/hr.) | Prof. Land Surv. ($230/hr.) | 2-Man Survey Crew ($220/hr.) | **Total Fee** |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Pre-Construction Meeting Preparation, Meeting & Notes | 2 | 4 | 2 | 4 | 2 | 4 | | | | |
| Monthly Progress Meetings w Fort Smith | 2 | 16 | 16 | | | | | | | |
| Review / Coordinate Material Submittals | | 12 | | 16 | | | | | | |
| Review Contractor's Pre/Post CCTV results / Evaluate/Prepare Revisions as Necessary | | 12 | | | 50 | | 16 | | | |
| Construction Admin / RFI's / Pay Apps / Change/Field Orders | 2 | 12 | 8 | 24 | 50 | | | | | |
| Construction issues / Coordination Meetings / Site Visits | 2 | 24 | 6 | 24 | | | | | | |
| Record Drawings Preparation | | 2 | 16 | | | | 40 | | | |
| Collect/Process As-Built Site Feature Data for FS GIS System | | 4 | 12 | | | | 60 | 16 | 60 | |
| Final Inspection and Project Closeout | | 12 | 4 | 8 | 12 | 8 | | | | |
| **Total Hours Construction Phase:** | **8** | **98** | **64** | **76** | **114** | **12** | **116** | **16** | **60** | |
| | | | | | | | | | | |
| **Total Fee per Employee Classification:** | **$ 2,760.00** | **$ 22,540.00** | **$ 12,800.00** | **$ 15,960.00** | **$ 16,530.00** | **$ 1,740.00** | **$ 17,400.00** | **$ 3,680.00** | **$ 13,200.00** | |
| | | | | | | | | | | |
| **Total Fee - Construction Phase** | | | | | | | | | | **$ 106,610.00** |

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 26, 2026

**SUBJECT:** Change Order No. 1 with Forsgren Inc. for the 2017 SSA Remedial Measures, Sub-Basin P009. Project No. 19-18-C1

## SUMMARY

On November 4, 2025 the Board of Directors approved the bid of Forsgen, Inc. in the amount of $4,896,390.00 for this SSA remedial measures project, Project No. 19-18-C1. The scope of this project includes the replacement or rehabilitation of approximately 11,098 linear feet of sanitary sewer lines from 8 to 24-inches in diameter and will utilize open-cut, pipe bursting, and cured-in-place-pipe lining to remediate the defects. Approximately 119 manholes will be repaired, replaced, or rehabilitated in this project. An exhibit showing the location of the project and a project summary sheet are attached for your review.

Future Consent Decree work was discovered in the alleyways that are to be improved as part of a separate project. To prevent future disturbances of what will be new pavement in these areas, this work is being added to an active Consent Decree contract to address any and all sanitary sewer defects in this area.

This change order includes an adjustment to the contract time and contract price. The additional time requested is for eighty nine (89) days to reach substantial completion. The updated substantial completion date will be April 08, 2027. Change Order No. 1 will increase the contract amount by $684,184.00. The total adjusted contract price including the change order will be $5,580,574.00.

The attached Resolution authorizes the Mayor to execute Change Order No. 1 with Forsgren, Inc., in the amount of $684,184.00 plus an additional 89 days. Funding for this project is from the 2025 Sales & Use Tax Bonds.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

Please contact me should you or members of the Board have any questions or desire additional information.

**ATTACHMENTS**

1. 11-2-26_Item_ID_3229_Resolution_Engineering-Utilities.pdf
2. 11-2-26 Item ID 3229 Attachment_Engineering-Utilities.pdf

*FISCAL IMPACT:* *$684,184.00 and additional 89 days*
*BUDGET INFORMATION:* *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH FORSGREN, INC. FOR THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN P009, PROJECT NO. 19-18-C1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: Change Order No. 1 with Forsgren Inc. for the construction of the 2017 SSA Remedial Measures, Sub-Basin P009, Project No. 19-18-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order No. 1 approved by Section 1 hereof, increasing the contract amount by $684,184.00 and adding 89 days for performance of said services.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

# CHANGE ORDER NO. 1

CHANGE ORDER NO.: One (1)

DATE: October 13, 2026

CONTRACT DATE: November 7, 2025

PROJECT NO. 19-18-C1 NOTICE TO PROCEED DATE: March 16, 2026

NAME OF PROJECT: 2017 SSA REMEDIAL MEASURES SUB-BASIN P009

OWNER: CITY OF FORT SMITH ARKANSAS

CONTRACTOR: FORSGREN, INC.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

The following items are added to the Project.

| Item No. | Description | Quantity and Unit | Unit Price | Amount of Change |
|---|---|---|---|---|
| 7. | R&D of Concrete Sidewalk/Driveways | 53 SY | $12.00 | $636.00 |
| 22. | Granular Backfill (Trenches) | 7 CY | $60.00 | $420.00 |
| 28. | Sanitary Sewer Trenching & Backfilling 8'-12' | 14 LF | $22.00 | $308.00 |
| 29. | Flowable Fill | 7 CY | $205.00 | $1,435.00 |
| 33. | Aggregate Base Course for Driveways (4" Thickness) | 1,316 SY | $12.50 | $16,450.00 |
| 34. | Surface Patch | 687 SY | $37.00 | $25,419.00 |
| 35. | Deep Patch | 60 SY | $65.00 | $3,900.00 |
| 39. | Concrete Driveway (6" Thickness) | 34 SY | $90.00 | $3,060.00 |
| 40. | Concrete Sidewalk (4" Thickness) | 19 SY | $80.00 | $1,520.00 |
| 50. | Post-CCTV Sewer Main (8-Inch Diameter) | 1,887 LF | $4.00 | $7,548.00 |
| 51. | Normal Cleaning | 1,887 LF | $5.00 | $9,435.00 |
| 52. | Sewer Pipe (8-Inch, PVC SDR 35) | 14 LF | $96.50 | $1,351.00 |
| 54. | Sewer Service Line (4-inch, PVC Sch. 40) Open Cut | 640 LF | $55.50 | $35,520.00 |
| 56. | Sewer Service Clean-Outs (4-Inch) | 64 EA | $450.00 | $28,800.00 |
| 59. | Standard Depth Manhole (4-Foot Diameter, 6 Feet and Less) | 2 EA | $6,800.00 | $13,600.00 |
| 60. | Additional Depth for Manhole (4-Foot Diameter) | 6 VF | $200.00 | $1,200.00 |
| 63. | Concrete Caps | 5 EA | $1,200.00 | $6,000.00 |
| 66. | Manhole Lining Up to 6 Feet Deep (4-Foot Diameter, Calcium Aluminate Cementitious Liner) | 2 EA | $1,555.00 | $3,110.00 |
| 67. | Additional Depth for Manhole Liner (4-Foot Diameter, Calcium Aluminate Cementitious Liner) | 8 VF | $260.00 | $2,080.00 |
| 69. | Connect Sewer Main Pipe to Existing Manhole | 9 EA | $2,500.00 | $22,500.00 |
| 72. | Pipe Bursting (8-Inch, HDPE SDR 17) | 1,818 LF | $194.00 | $352,692.00 |
| 73. | Service Lateral Reinstatement After Pipe Burst of Main (4-Inch) | 64 EA | $2,300.00 | $147,200.00 |
| **TOTAL CHANGE ORDER NO. 1** | | | **ADD** | **$684,184.00** |

JUSTIFICATION:
This Change Order No. 1 is for additional scope of work associated with the sewer rehabilitation in the Alleyway Improvement Project.

CHANGE ORDER NO.: One (1)

DATE: October 13, 2026

CONTRACT DATE: November 7, 2025

**CHANGE TO CONTRACT PRICE:**

| | |
|---|---|
| ORIGINAL CONTRACT PRICE | $4,896,390.00 |
| CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS | $4,896,390.00 |
| THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) (~~DECREASED~~) BY | $684,184.00 |
| THE NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE | $5,580,574.00 |

**CHANGE TO CONTRACT TIME:**

| | |
|---|---|
| CURRENT SUBSTANTIAL COMPLETION DATE: | January 9, 2027 |
| THE CONTRACT TIME DUE TO THIS CHANGE ORDER WILL BE (INCREASED) (~~DECREASED~~) BY 89 CALENDAR DAYS | 89 |
| NEW SUBSTANTIAL COMPLETION DATE: | April 8, 2027 |

JUSTIFICATION:
This additional Contract Time is warranted for the Contractor to complete the scope of work in Change Order No. 1 including mobilization, sewer rehabilitation, concrete, asphalt, and site restoration.

Counterparts and Electronic Signatures: This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

**APPROVALS:**

RECOMMENDED BY ENGINEER: HAWKINS-WEIR ENGINEERS, INC.

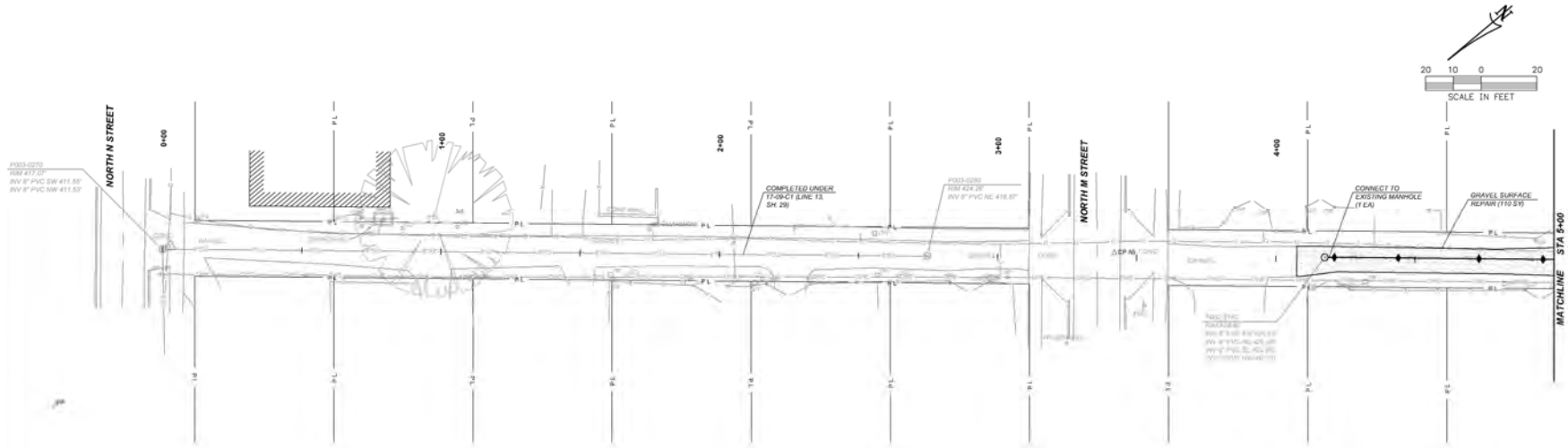
By _____ Date 10/19/2026

ACCEPTED BY CONTRACTOR: FORSGREN, INC.

By Brennen Hickey Date 10/19/2026

APPROVED BY OWNER: CITY OF FORT SMITH, ARKANSAS

By _____ Date _____




ALLEYWAY NO. 4
STA 0+00 TO STA 5+00

**PLAN**

1"=20'

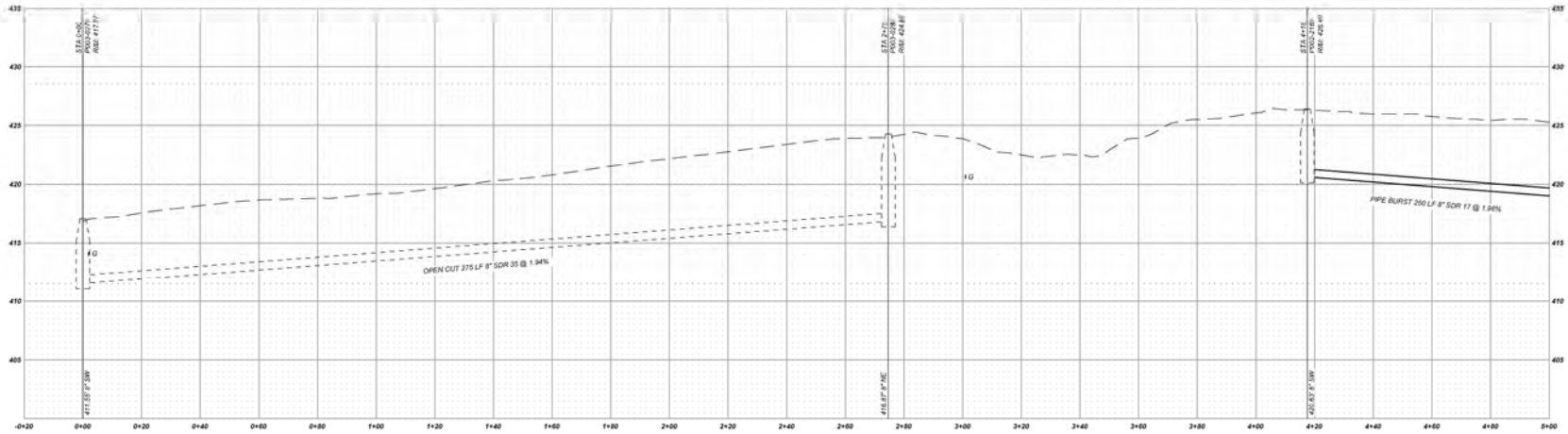
NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH ELECTRIC AND GAS PROVIDERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 4+21 | | | |
| 4+44 | | | |
| 4+73 | | | |
| 4+98 | | | |

* SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ◆. NOT ALL SERVICE CONNECTIONS ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY LOCATION, CONNECTION, AND THAT SERVICE LINE IS ACTIVE. SANITARY SEWER SERVICE CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT HAVE AN UNKNOWN CONNECTION OBSTRUCTION AND MUST BE VERIFIED. EACH NEW SEWER SERVICE CONNECTION SHALL INCLUDE A SEWER SERVICE CLEAN-OUT AT OR NEAR THE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 714.




ALLEYWAY NO. 4
STA 0+00 TO STA 5+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

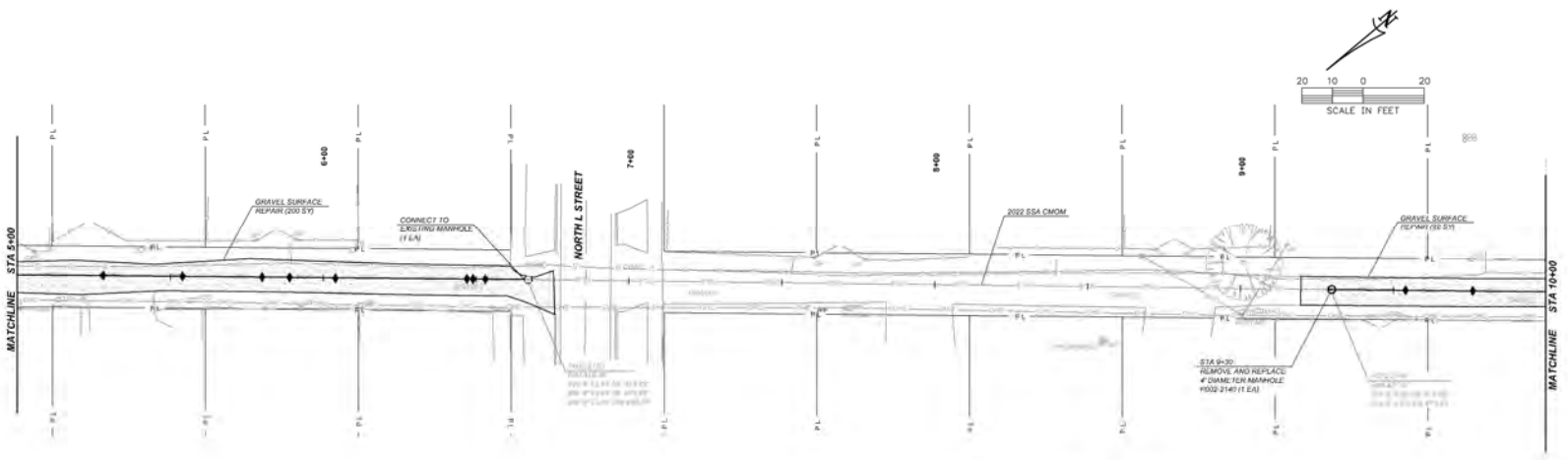
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4
PLAN AND PROFILE
STA 0+00 TO STA 5+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP08 |
| HWEI Job No. | 19-19-E03 |

SHEET NO.
12 OF 23

Z:\19\19-19-E03 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP08.DWG - 10/8/2026 12:11 PM - MATT WEIR - HWEI.PTT




**ALLEYWAY NO. 4**
**STA 5+00 TO STA 10+00**

**PLAN**

1"=20'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH ELECTRIC AND GAS PROVIDERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE TO BE TREATMENT W/ FLEX PIPE BURST (LA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 5+28 | | 1 | 10 |
| 5+54 | | 1 | 10 |
| 5+80 | | 1 | 10 |
| 6+03 | | 1 | 10 |
| 6+04 | | 1 | 10 |
| 6+47 | | 1 | 10 |
| 6+49 | | 1 | 10 |
| 8+53 | | 1 | 10 |
| 9+54 | | 1 | 10 |
| 9+76 | | 1 | 10 |

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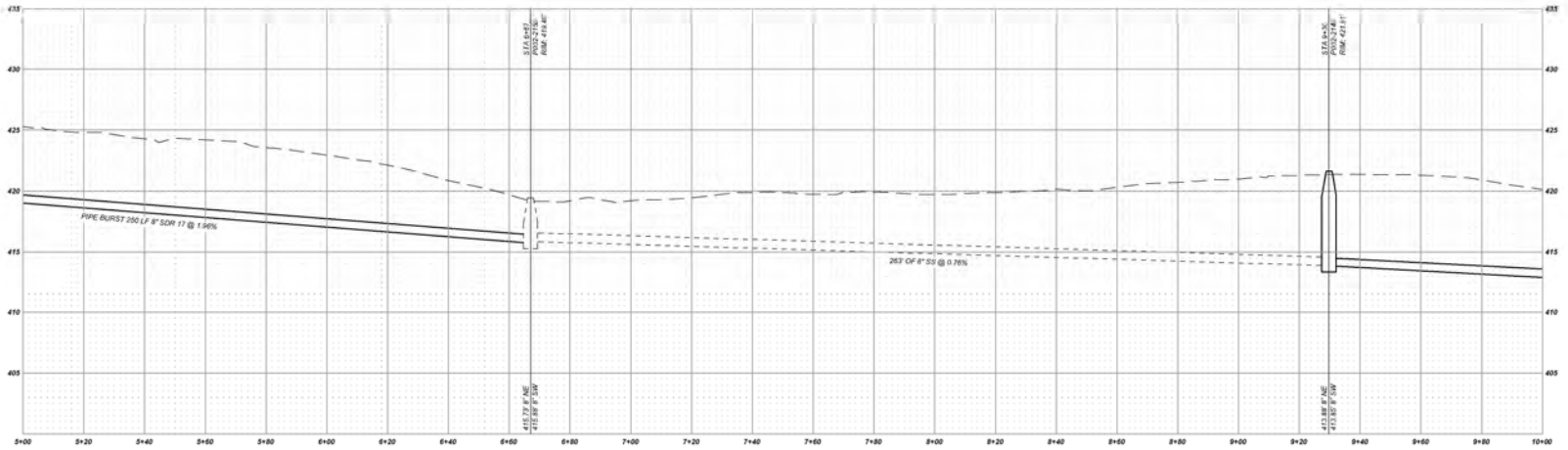


**ALLEYWAY NO. 4**
**STA 5+00 TO STA 10+00**

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

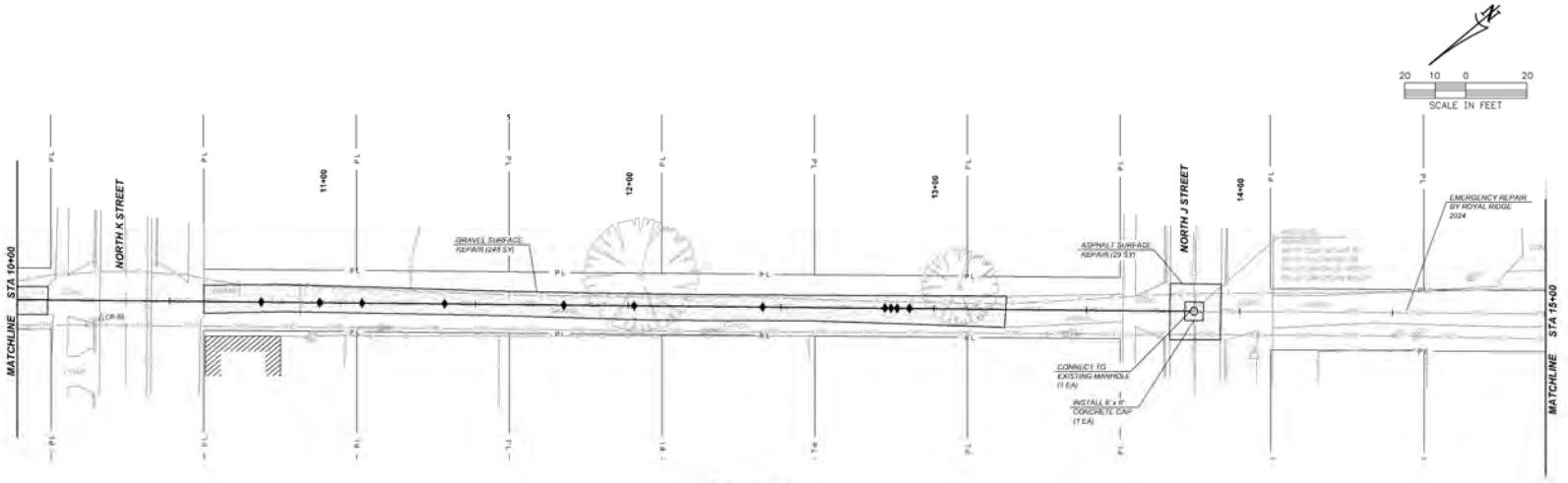
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4**
**PLAN AND PROFILE**
**STA 5+00 TO STA 10+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LEY |
| Drawn By | MKH |
| Filename | PP09 |
| HWEI Job No. | 19-19-C03 |

SHEET NO.
13 OF 23

Z:\19\19-19-FD3 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP09.DWG - 10/8/2026 12:11 PM - MATT WEIR - HAWEI.PT




ALLEYWAY NO. 4
STA 10+00 TO STA 15+00

**PLAN**

1"=20'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH ELECTRIC AND GAS PROVIDERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE RELINE/REPAIR (IF AT ER PIPE BURST) (EA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 10+90 | | 0 | 10 |
| 10+99 | | 1 | 10 |
| 11+15 | | 1 | 10 |
| 11+40 | | 1 | 10 |
| 11+79 | | 1 | 10 |
| 12+02 | | 1 | 10 |
| 12+44 | | 1 | 10 |
| 12+94 | | 1 | 10 |
| 12+96 | | 1 | 10 |
| 13+99 | | 1 | 10 |
| 12+09 | | 1 | 10 |

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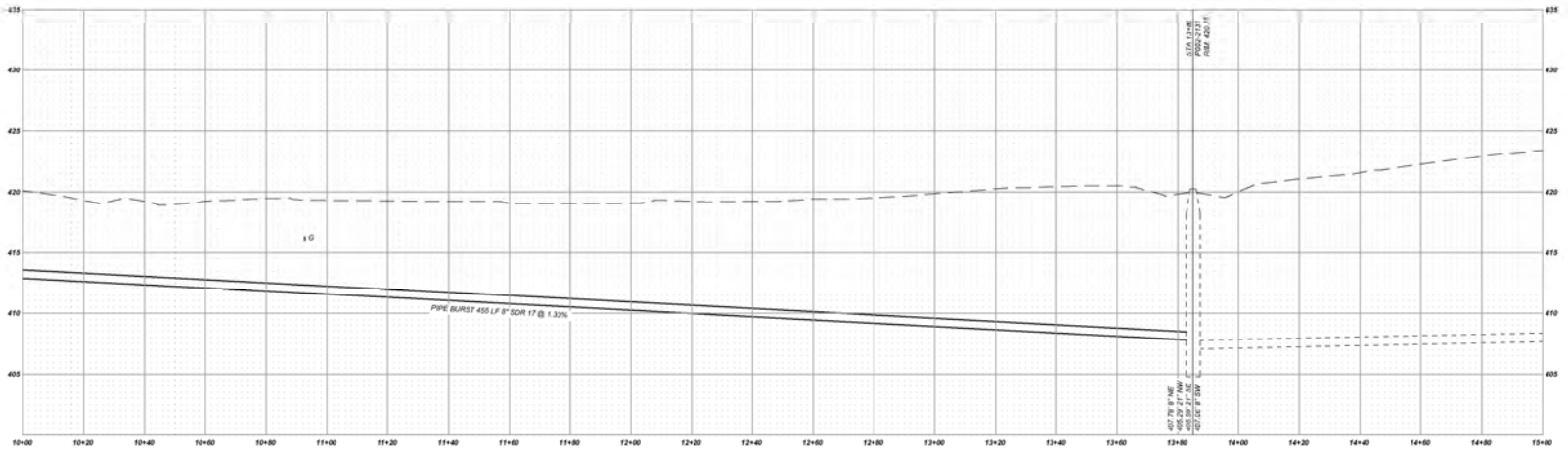


ALLEYWAY NO. 4
STA 10+00 TO STA 15+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

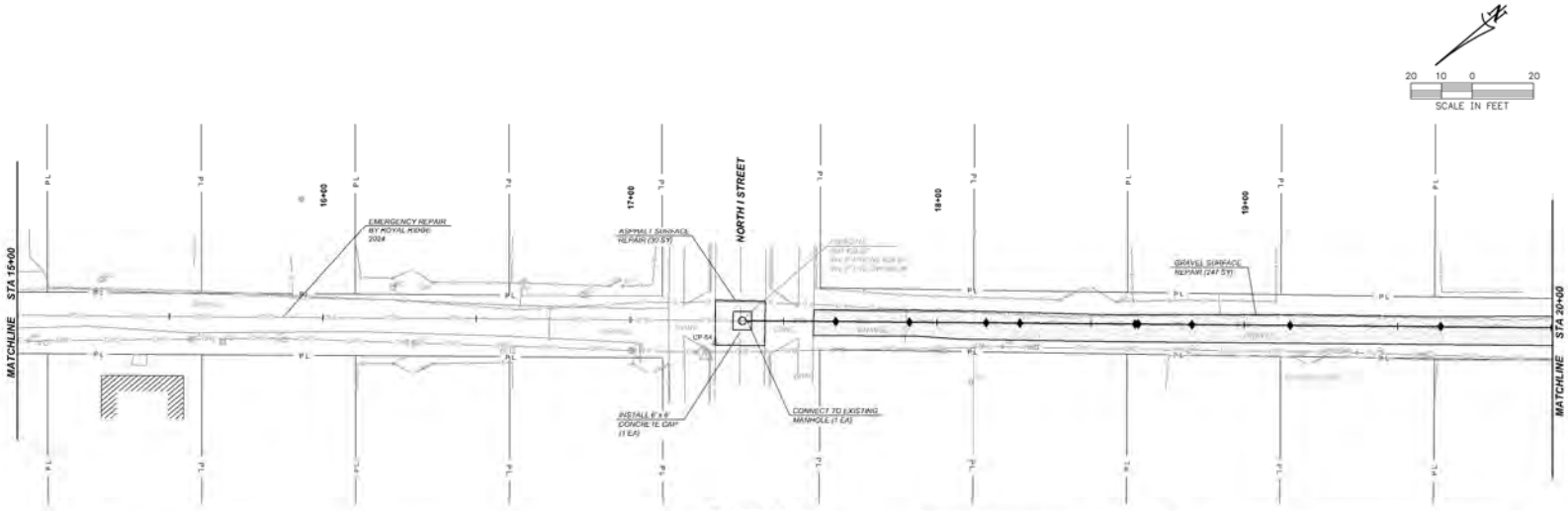
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4
PLAN AND PROFILE
STA 10+00 TO STA 15+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP10 |
| HWEI Job No. | 19-19-C03 |

SHEET NO.
14 OF 23

Z:\19\19-19-FD3 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP10.DWG - 10/8/2026 12:10 PM - MATT WEIR - HAWEIRFT




ALLEYWAY NO. 4
STA 15+00 TO STA 20+00

**PLAN**

1"=20'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
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3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

*SANITARY SEWER SERVICE CONNECTIONS*

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 17+89 | | 1 | 10 |
| 17+91 | | 1 | 10 |
| 18+16 | | 1 | 10 |
| 18+27 | | 1 | 10 |
| 18+60 | | 1 | 10 |
| 18+62 | | 1 | 10 |
| 18+83 | | 1 | 10 |
| 19+15 | | 1 | 10 |
| 19+54 | | 1 | 10 |

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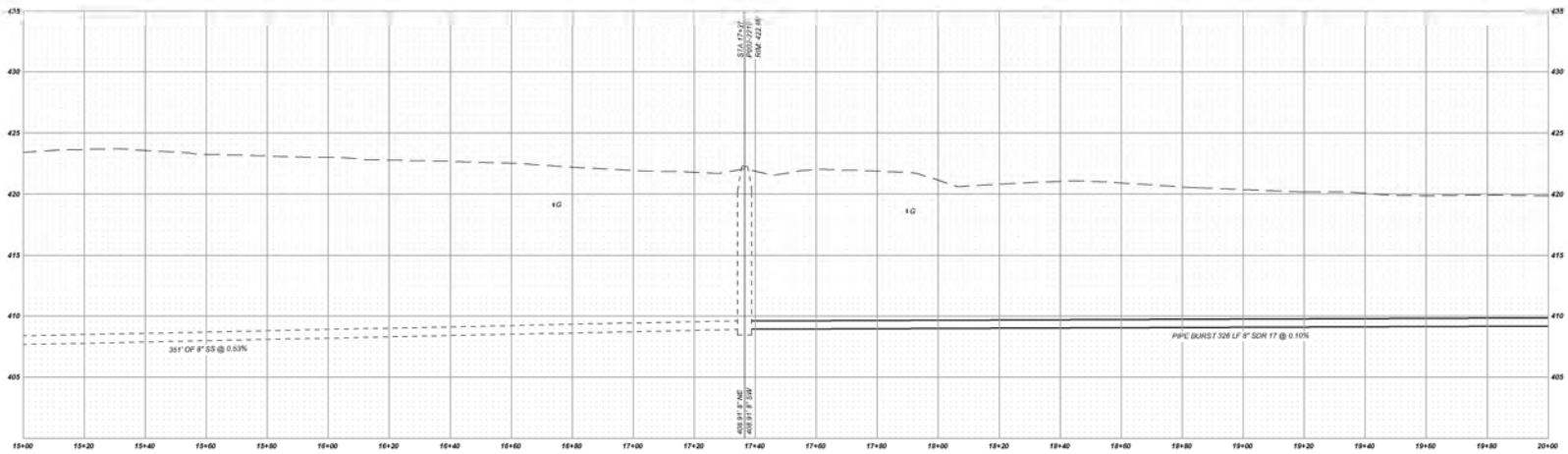


ALLEYWAY NO. 4
STA 15+00 TO STA 20+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY

DATE | REVISION

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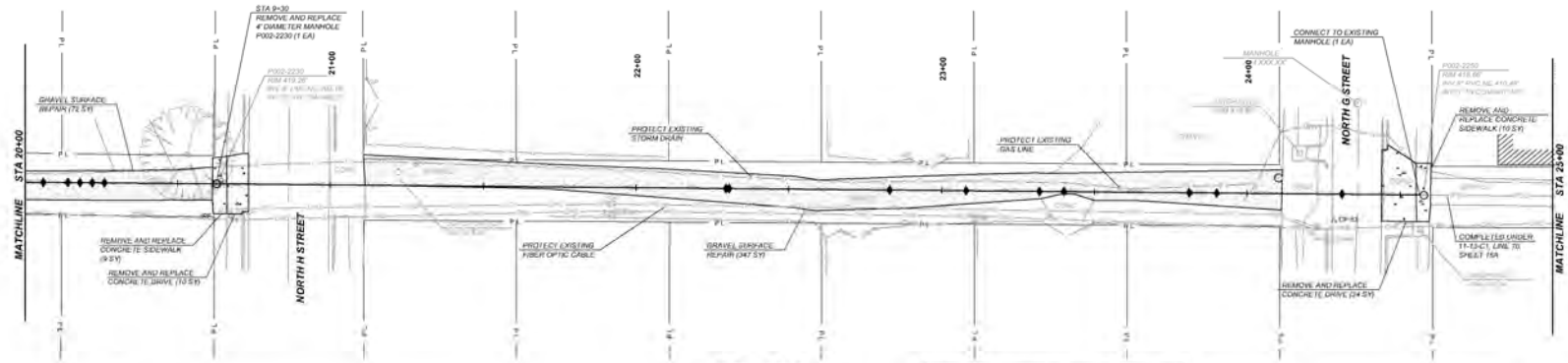
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 4
PLAN AND PROFILE
STA 15+00 TO STA 20+00

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP11 |
| HWEI Job No. | 19-19-E03 |

SHEET NO.
15 OF 23

Z:\19\19-19-E03 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP11.DWG - 10/8/2026 12:12 PM - MATT WEIR - HAWEIRFT




ALLEYWAY NO. 4
STA 20+00 TO STA 25+00

**PLAN**

1"=20'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
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**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 20+08 | | 1 | 10 |
| 20+14 | | 1 | 10 |
| 20+19 | | 1 | 10 |
| 20+22 | | 1 | 10 |
| 20+26 | | 1 | 10 |
| 22+00 | | 1 | 10 |
| 22+30 | | 1 | 10 |
| 22+83 | | 1 | 10 |
| 23+08 | | 1 | 10 |
| 23+32 | | 1 | 10 |
| 23+40 | | 1 | 10 |
| 23+81 | | 1 | 10 |
| 23+83 | | 1 | 10 |
| 24+30 | | 1 | 10 |

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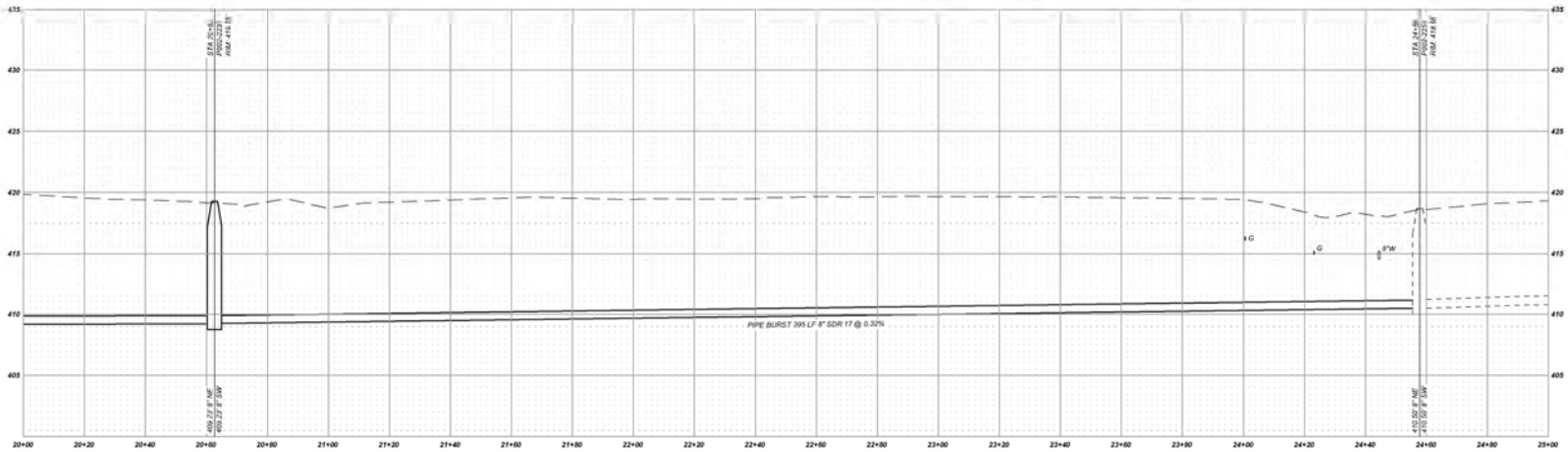


ALLEYWAY NO. 4
STA 20+00 TO STA 25+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

SCALE IN FEET

DATE | REVISION

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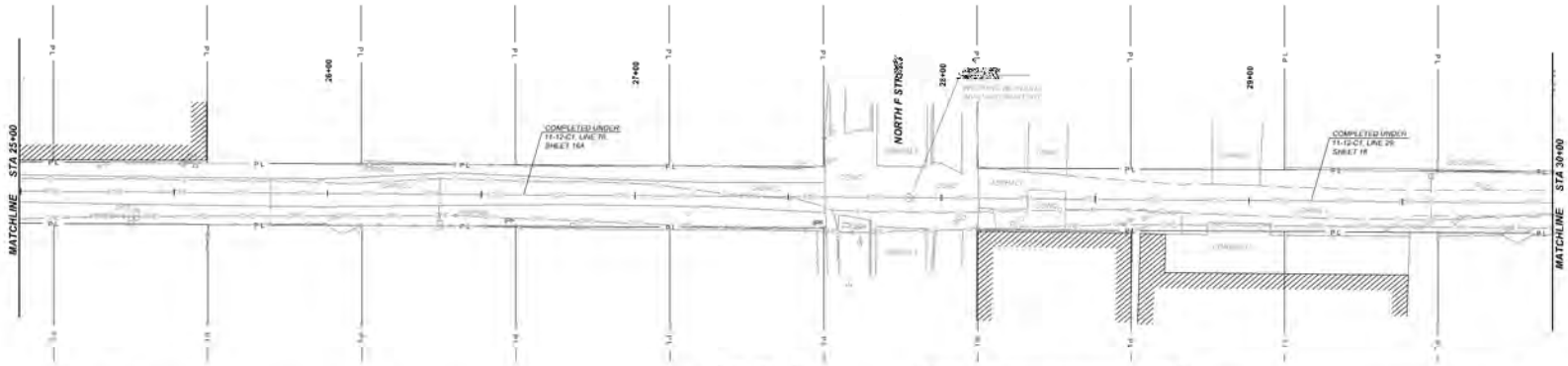
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4**
**PLAN AND PROFILE**
**STA 20+00 TO STA 25+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP12 |
| HWEI Job No. | 19-19-E03 |

SHEET NO.
16 OF 23

Z:\19\19-19-E03 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP12.DWG - 10/8/2026 12:13 PM - MATT WEIR - HAWEIRFT




NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
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3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

**ALLEYWAY NO. 4**
**STA 25+00 TO STA 30+00**

**PLAN**

1"=20'

| SANITARY SEWER SERVICE CONNECTIONS | | | |
|---|---|---|---|
| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
| | | | |

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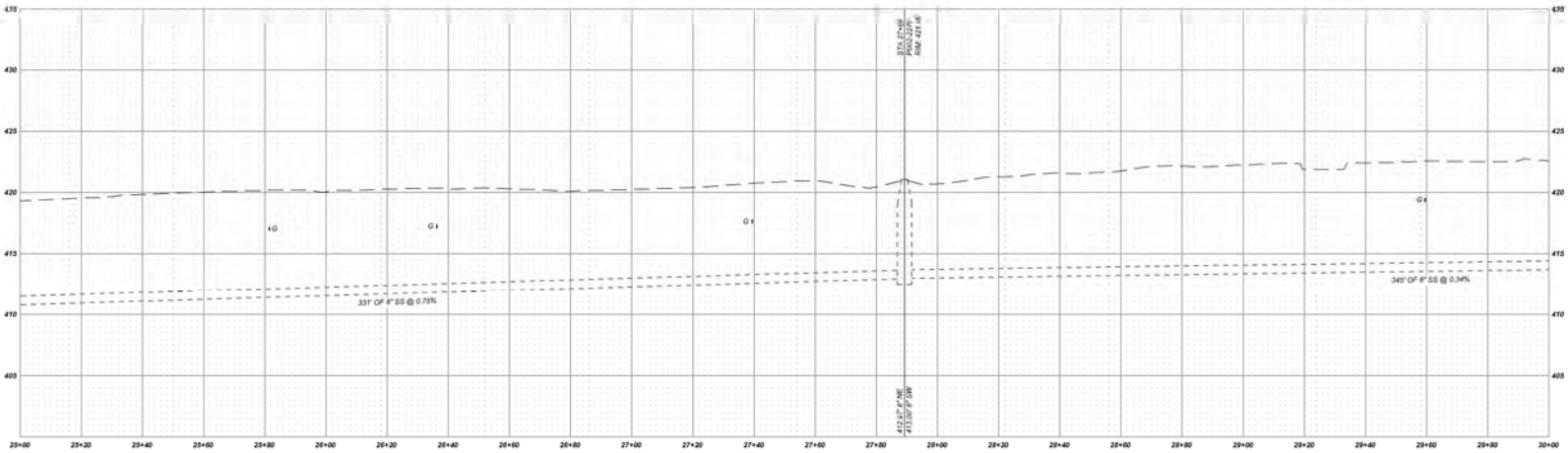


**ALLEYWAY NO. 4**
**STA 25+00 TO STA 30+00**

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

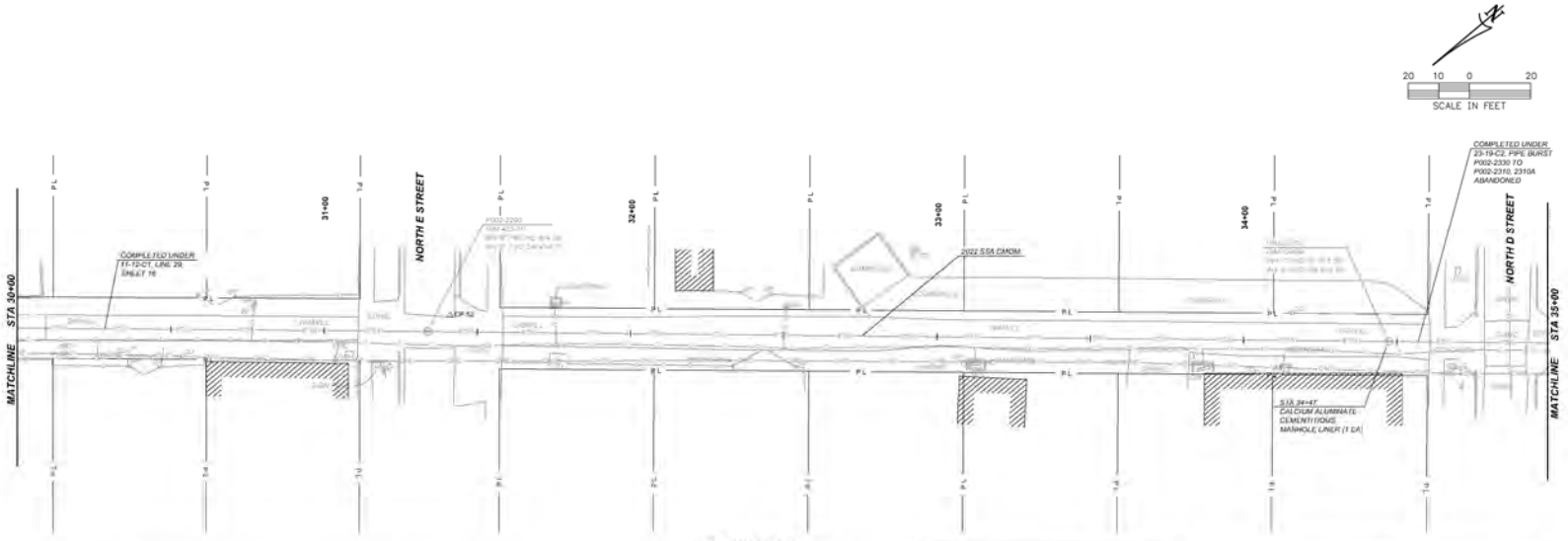
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4**
**PLAN AND PROFILE**
**STA 25+00 TO STA 30+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP13 |
| HWEI Job No. | 19-19-E03 |

SHEET NO.
17 OF 23

Z:\19\19-19-E03 (2015) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP13.DWG - 10/5/2026 12:13 PM - MATT WEIR - HWEI.PTT




ALLEYWAY NO. 4
STA 30+00 TO STA 35+00

**PLAN**

1"=20'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
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3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (LA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA)* | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| | | | |

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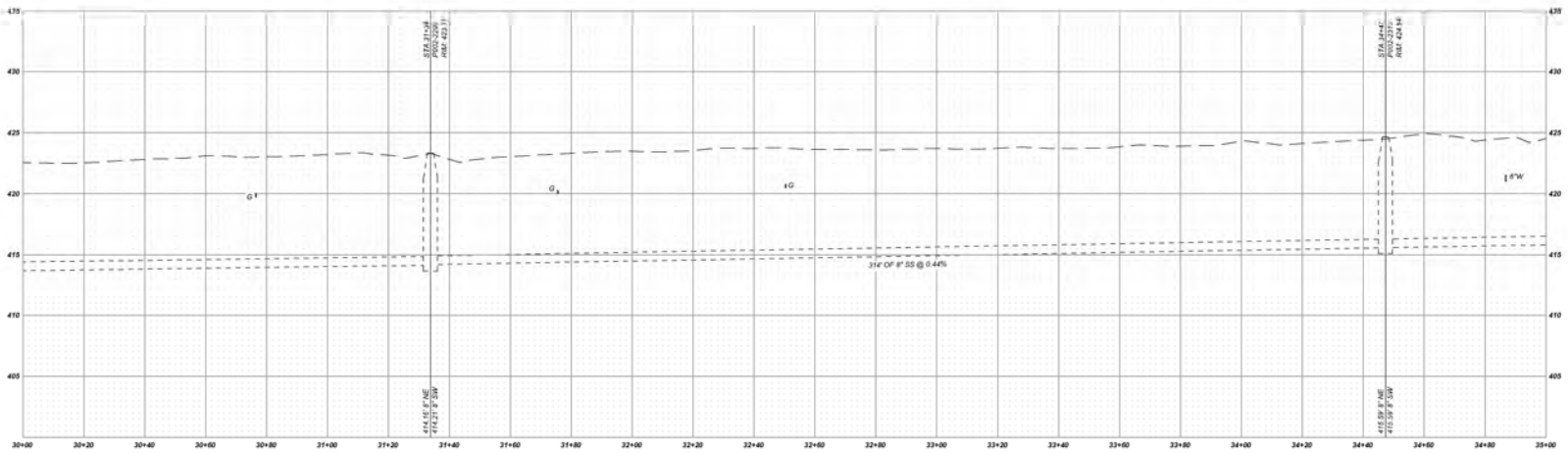


ALLEYWAY NO. 4
STA 30+00 TO STA 35+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

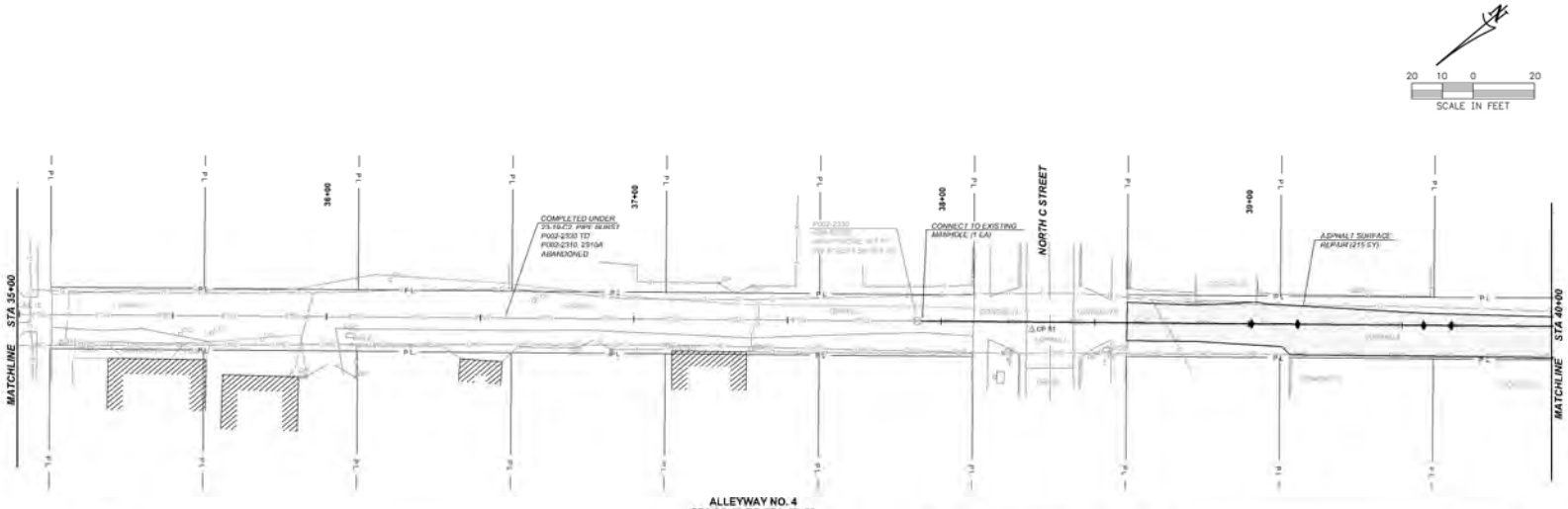
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4
PLAN AND PROFILE
STA 30+00 TO STA 35+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP14 |
| HWEI Job No. | 19-19-C03 |

SHEET NO.
18 OF 23

Z:\19\19-19-C03 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP14.DWG - 10/8/2026 12:13 PM - MATT WEIR - HAWEIRFT




ALLEYWAY NO. 4
STA 35+00 TO STA 40+00

**PLAN**

1"=20'

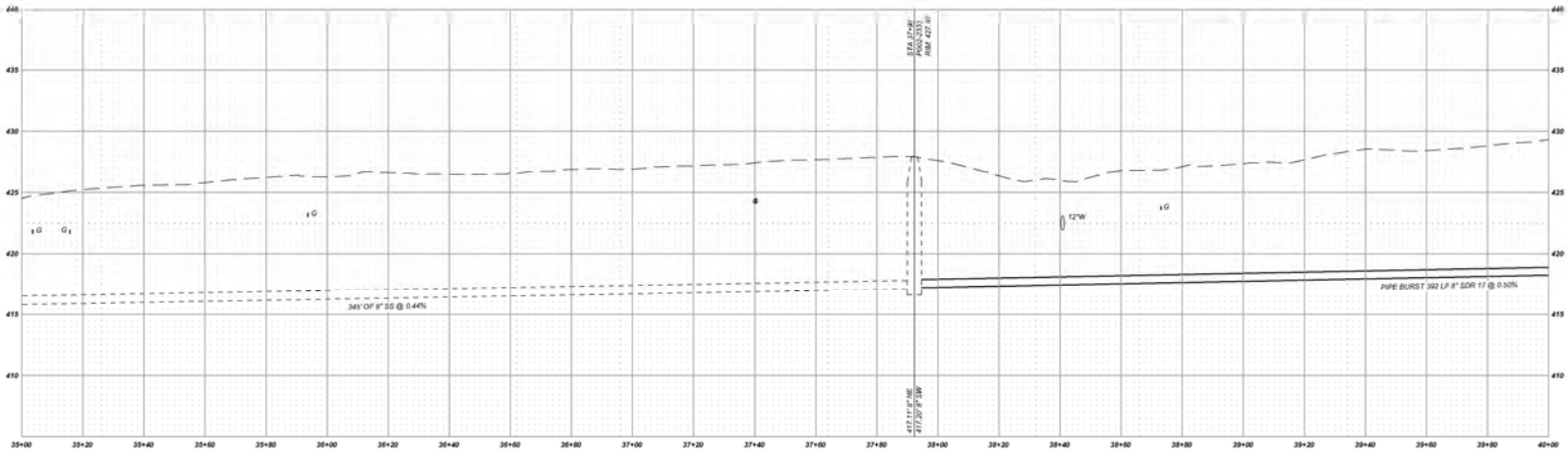
NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING PHARMOSE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH ELECTRIC AND GAS PROVIDERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 35+35 | | | |
| 36+15 | | | |
| 36+57 | | | |
| 39+68 | | | |

* SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ♦. NOT ALL SERVICE CONNECTIONS ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY LOCATION, CONNECTION, AND THAT SERVICE LINE IS ACTIVE. SANITARY SEWER SERVICE CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT HAVE AN UNKNOWN CONNECTION OBSTRUCTION AND MUST BE VERIFIED. EACH NEW SEWER SERVICE CONNECTION SHALL INCLUDE A SEWER SERVICE CLEAN-OUT AT OR NEAR THE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 714.




ALLEYWAY NO. 4
STA 35+00 TO STA 40+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

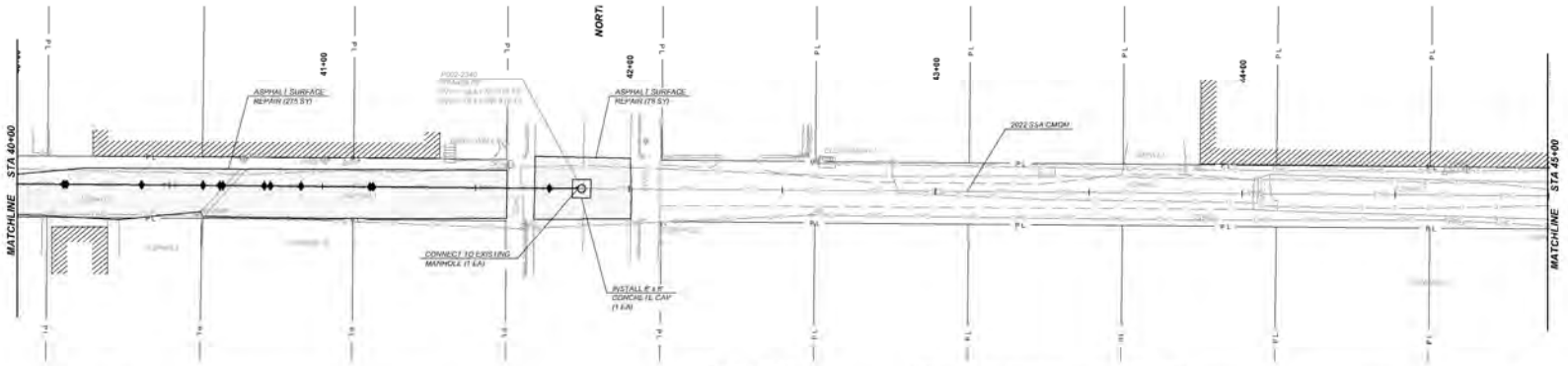
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

**ALLEYWAY NO. 4**
**PLAN AND PROFILE**
**STA 35+00 TO STA 40+00**

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP15 |
| HWEI Job No. | 19-19-E03 |

SHEET NO.
19 OF 23

Z:\19\19-19-E03 (2015) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP15.DWG - 10/8/2026 12:14 PM - MATT WEIR (HWEI.RFT)




ALLEYWAY NO. 4
STA 40+00 TO STA 45+00

**PLAN**

1" = 20'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES MAY NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
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**SANITARY SEWER SERVICE CONNECTIONS**

| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
|---|---|---|---|
| 40+35 | | | |
| 40+15 | | | |
| 40+41 | | | |
| 40+67 | | | |
| 40+53 | | | |
| 40+67 | | | |
| 40+89 | | | |
| 40+85 | | | |
| 40+93 | | | |
| 41+19 | | | |
| 41+56 | | | |
| 41+74 | | | |

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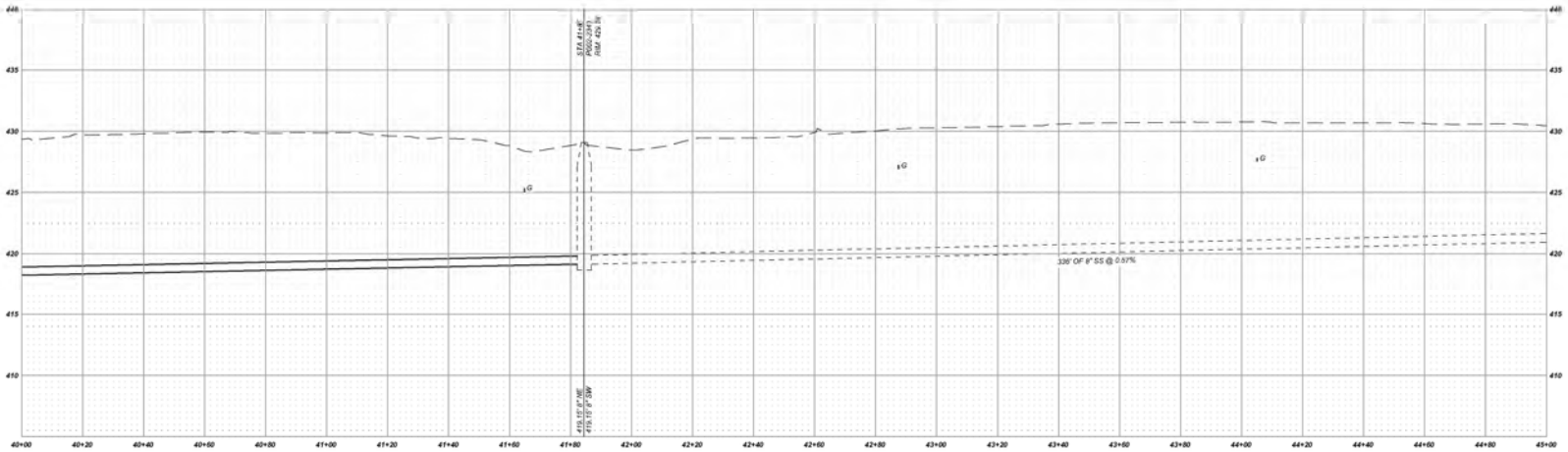


ALLEYWAY NO. 4
STA 40+00 TO STA 45+00

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 4
PLAN AND PROFILE
STA 40+00 TO STA 45+00

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LEY |
| Drawn By | MKH |
| Filename | PP16 |
| HWEI Job No. | 19-19-E03 |

SHEET NO.
20 OF 23

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ALLEYWAY NO. 4
STA 45+00 TO END

**PLAN**

1"=20'

NOTES:

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| SANITARY SEWER SERVICE CONNECTIONS | | | |
|---|---|---|---|
| STATION* | INSTALL SERVICE WYE (EA) | SERVICE REINSTATEMENT AFTER PIPE BURST (EA) | INSTALL 4" SERVICE LINE (LF) |
| | | | |

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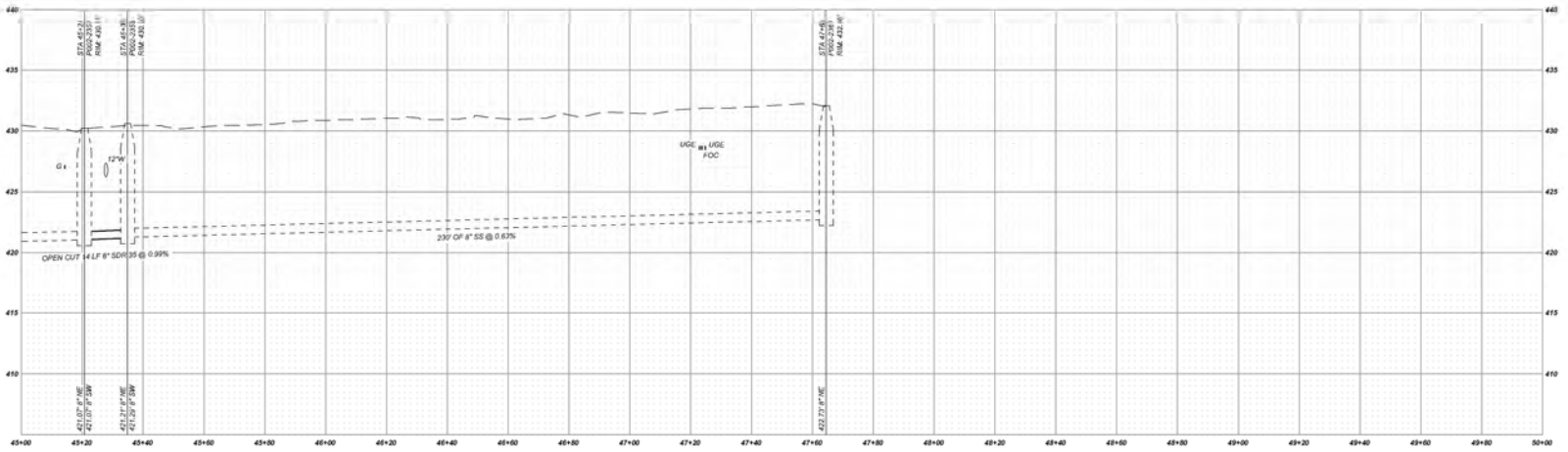


ALLEYWAY NO. 4
STA 45+00 TO END

**PROFILE**

H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

SCALE IN FEET

| DATE | REVISION |
|---|---|
| | |

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City of Fort Smith ARKANSAS

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 4
PLAN AND PROFILE
STA 45+00 TO END

| | |
|---|---|
| Date | OCTOBER 2026 |
| Scale | 1"=20' |
| Designed By | LCY |
| Drawn By | MKH |
| Filename | PP17 |
| HWEI Job No. | 19-19-E03 |
| SHEET NO. | 21 OF 23 |

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# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator; Andy Richards, Chief Financial Officer

**FROM:** Todd Mittge, Director of Engineering

**DATE:** October 28, 2026

**SUBJECT:** Implementation of the CIP for Water For 2027-2028

## SUMMARY

At the October 28, 2026 Study Session, the Board of Directors placed on the November 2, 2026 agenda for consideration, the 2027-2028 Capital Improvement Plan for Water. The current funded Water CIP totals $5,900,000 for 2027. This is for critical projects that must be designed, environmental initiated, and/or construction with funding currently in place. Projects include addressing a sizable leak in the 48" tunnel crossing from Van Buren (Knox Street), which was installed in the 1930's. Also included are construction inspection funds for Phase 2A1 of the new 48" transmission line, Design, property acquisition and Environmental for Phase 5 of the transmission line, getting ready for another federal grant application due in 2027 for this phase. Projects will be presented to the Board for approval based on priority and available funding. Funding Sources include; the 2018 Revenue Bonds and the 6505 Capital Improvement Fund for prioritized projects.

Please contact me should you or members of the Board have any questions or desire additional information.

## ATTACHMENTS

1. 11-2-26_Item_ID_3235_Resolution_Engineering-Utilities.pdf
2. 11-2-26 Item ID 3235 2027-2028 CIP Plan for Water.pdf

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AND AUTHORIZING IMPEMENTATION OF THE 2027-2028 CAPITAL IMPROVEMENT PLAN FOR WATER

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The 2027-2028 Capital Improvement Plan for Water, as identified and summarized in the attachment hereto, is hereby accepted.

SECTION 2: City staff is directed to proceed with implementation of the 2027-2028 Capital Improvement Plan for Water approved by Section 1 as funding is available.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

# CITY OF FORT SMITH

## Engineering Department - Utility - 2027 Water Capital Improvement Program

| Description | | Estimated 2027 Expenditures | Estimated 2028 Expenditures |
|---|---|---|---|
| | | | |
| Repair Arkansas River Crossing at Knox St. - 48" Tunnel (Design & Construction) | | $ 1,000,000.00 | $ 5,000,000.00 |
| Transmission Line Phase 2A1 (~1.8 Miles) - (Construction Inspection & Engineering Services) | | $ 600,000.00 | $ 491,000.00 |
| LFS 48 inch Transmission Line Phase 5 (Design & Prop. Acquisition) | | $ 1,250,000.00 | $ 500,000.00 |
| LFS 48 inch Transmission Line Phase 5 (Environmental Assessment & Permiting) | | $ 600,000.00 | $ - |
| Emergency Neighborhood Water System Improvements & water main leak detection | | $ 1,000,000.00 | $ - |
| Lead and Copper Rule Inventory Compliance | | $ 1,000,000.00 | $ - |
| Ongoing Watershed Land Purchases | | $ 450,000.00 | $ - |
| | | | |
| | | | |
| See 2027-2036 Urgent Needs Assessment for Balance Funding and Current/Total Expenditures | | | |
| **Water CIP Totals** | | **$ 5,900,000.00** | **$ 5,991,000.00** |
| | | | |
| **2027 & 2028 Water CIP Totals** | | | **$ 11,891,000.00** |

Updated 10/23/2026

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Matt Meeker, PE, Director of Public Works

**DATE:** October 28, 2026

**SUBJECT:** 2027-2036 Capital Improvements Plan for Streets & Traffic Control Division

**SUMMARY**

Attached is the proposed 2027-2036 Capital Improvements Plan for the Streets and Traffic Control Division of Public Works. This plan serves as an outline for vehicle and equipment replacements over the next ten years and may be adjusted in the future if department needs or priorities change. These purchases will be paid for out of the division's capital equipment replacement fund.

For 2027, the Streets & Traffic Control Division recommends the following vehicle/equipment replacements:

**PROGRAM 5302 HEAVY CONSTRUCTION**

- **1/2 Ton 4x4 Pickup Truck, $50,000:** Replacing Asset #441, a 2017 Chevy 1500 with approximately 169,100 miles. This nine year old truck has cost over $5,500 in maintenance and repairs. The transmission has previously been replaced, and the current transmission is slipping. The new truck will be utilized by the Construction Supervisor to meet with citizens; inspect job sites; perform daily field checks on the Sidewalk and Heavy construction crews; and transport personnel, equipment, tools, and materials to various job sites around the City.

**PROGRAM 5303 DRAINAGE**

- **2 Ton Dump Truck with Snow Plow, $295,000:** Replacing Asset #599, a 2015 International 2 Ton Dump Truck with 94,565 miles. This 11 year old truck has had over $48,200 in maintenance and repair costs. The new truck will be utilized to plow snow and ice and spread salt/sand during winter weather events; as well as hauling excavated material from work sites; hot mix asphalt during paving operations; and storm debris after severe weather.

- **Excavator, $250,000:** Replacing Asset #3078, a 2017 CAT 313 Excavator with 2,300 hours. This nine year old excavator has had approximately $16,400 in maintenance and repair costs. This is still a good machine, however, it is increasingly being utilized by both Water Line and Sewer Line Maintenance when they need a larger excavator. Due

to the increased use, and the fact that there isn't a back up for this particular machine, it is recommended that the excavator be replaced now. Asset #3078 will be moved to the reserve fleet where it can be utilized by any program under Public Works. The replacement excavator will be a slightly larger CAT 317 and will be utilized to repair and install drainage structures; perform maintenance on large drainage channels and detention ponds; repair and maintain levees and embankments; and clear debris during natural disasters.

**PROGRAM 5304 STREET MAINTENANCE**

- **1 Ton Flatbed Dump Truck, $75,000:** Replacing Asset #184, a 2016 Ford F350 with approximately 78,400 miles. This 10 year old truck has had approximately $15,300 in maintenance and repair costs. The new truck will be used to transport personnel, equipment, and materials to job sites; haul debris and materials away from job sites for disposal; and will be utilized during weather related events for clearing and cleanup operations.

- **Brine Machine, $50,000:** Replacing Asset #3065, a 2015 SnowEx Brine Machine, which is used to produce brine to pre-treat roads for winter weather events. This 11 year old brine machine has sensors regularly failing, and production is slowing down. It now takes approximately two days (running 24 hours per day) to refill our 7,000 and 4,500 gallon brine tanks, which causes issues when hit with multiple winter storm fronts. The new brine machine will have the capacity to produce up to 3,000 gallons per hour, alleviating this issue.

**PROGRAM 5305 SIDEWALKS**

- **1 Ton 4x4 Flatbed Dump Truck, $75,000:** Replacing Asset #890, a 2015 Ford F350 with approximately 92,800 miles. This 11 year old truck has had over $10,500 in maintenance and repair costs. The new truck will be used to transport personnel, equipment, concrete forms, and materials to job sites; haul debris and materials away from job sites for disposal; and will be utilized during weather related events for clearing and cleanup operations.

**PROGRAM 5401 TRAFFIC CONTROL**

- **1 Ton 4x4 Flatbed Truck, $75,000:** Replacing Asset #297, a 2012 Ford F350 with approximately 182,700 miles. This 14 year old truck has had over $48,700 in maintenance and repair costs. The new truck will be one of two trucks used to transport temporary traffic controls and set up/take down temporary work zones for all field crews in Public Works.

- **2 Ton Aerial Bucket Truck $175,000:** Replacing Asset #336, a 2015 Ford F550 Aerial Bucket Truck with 217,423 miles. This 11 year old truck has had over $28,800 in maintenance and repair costs. The new truck will be used to service and repair traffic signals and other traffic control devices.

- **3/4 Ton 4x4 Truck with Utility Bed, $75,000:** Replacing Asset #005, a 2016 Ford F250 with approximately 150,200 miles. This 10 year old truck has had approximately $11,600 in maintenance and repair costs. The new truck will be utilized by Traffic Control

Foreperson to transport personnel, equipment, tools, and materials to various job sites around the City in order to maintain signalized intersections, signage, striping, and other traffic control devices.

In total, $1,120,000.00 in vehicle/equipment replacements are recommended in 2027. The proposed capital equipment replacement fund contribution for 2027 is $1,300,000.00.

**ATTACHMENTS**

1. Resolution-CIP___Sidewalk.pdf
2. 2027 CIP from 2025 Gravity Worksheet Final.pdf
3. Memo-2027 Sidewalk Program (Revised 10-1-26).pdf
4. 2027 Sidewalk Program List Revised 10-1-26.pdf
5. 2027 Sidewalk Program Maps (Revised 10-1-26).pdf

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION OF THE TEN YEAR (2027-2036) STREETS AND TRAFFIC CONTROL CAPITAL IMPROVEMENTS PLAN AND IMPLEMENTATION OF THE 2027 SIDEWALK PROGRAM**

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BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:

SECTION 1: The Ten Year (2027-2036) Streets and Traffic Control Capital Improvements Plan, incorporated herein by reference, is hereby approved.

SECTION 2: The 2027 Sidewalk Program, incorporated herein by reference, is hereby approved.

SECTION 3: City staff is directed to proceed with implementation of the Ten Year (2027-2036) Streets and Traffic Control Capital Improvements Plan and 2027 Sidewalk Program approved herein.

This Resolution adopted this _____ day of November, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

*Approved as to Form:*



_____
*No Publication Required*

## FY 2027 - 2036
## Streets and Traffic Control Department Capital Improvement Program

| Department | Program | Category | Fiscal Year 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Streets and Traffic control Department | 5101 | 2022 Ford F150 4x4 Crew Cab | | | | | | $50,000 | | | | |
| | | 2023 Ram 1500 1/2 Ton Pickup | | | | | | | $50,000 | | | |
| | **5101 Total** | | | | | | | **$50,000** | **$50,000** | | | |
| | 5302 | 2007 Case 865 DHP Tier III Grader | | | | | | | | | | |
| | | 2012 Cat Asphalt Roller | | | $200,000 | | | | | | | |
| | | 2014 International Dump Tk w/ Snow P | | | | | | | | | | |
| | | 2017 Chevy 1/2 Ton Pickup | $50,000 | | | | | | | | | |
| | | 2017 Dodge 1 Ton Flat Dump | | $75,000 | | | | | | | | |
| | | 2018 International Tri-Axle Dump Truck | | | | | $250,000 | | | | | |
| | | 2018 Volvo Front Loader | | | | | | $300,000 | | | | |
| | | 2020 Cat 420ST Backhoe | | | | | | | | | $150,000 | |
| | | 2024 Ram 3500 1 Ton Utility Bed 4x4 | | | | | | | | $75,000 | | |
| | | 2024 Weiler P395 Asphalt Paver | | | | | | | | | | |
| | | 2025 Cat Skidsteer | | | | | | | | | | |
| | | 2025 International 2 Ton Dump Trk | | | | | | | | | | |
| | | 2026 International Dump Tk w/ Snow Plow | | | | | | | | | | |
| | **5302 Total** | | **$50,000** | **$75,000** | **$200,000** | | **$250,000** | **$300,000** | | **$75,000** | **$150,000** | |
| | 5303 | 1990 50 t. Load King Trailer | | $100,000 | | | | | | | | |
| | | 2001 International Tractor Truck | | | | $300,000 | | | | | | |
| | | 2006 International Aerial Bucket Trk | | | $200,000 | | | | | | | |
| | | 2009 John Deere Dozer | | $400,000 | | | | | | | | |
| | | 2013 Ford F350 SD Dump Truck | | | | | | | | | | |
| | | 2014 Ford F250SD 4WD PU | | | | | | | | | | |
| | | 2014 Ford F250SD 4WD w/ Utility Bed | | | | | | | | | | |
| | | 2014 New Holland 4 x 4 | | $110,000 | | | | | | | | |
| | | 2014 New Holland Tractor w/ Flail mow | | | | | | | | | | |
| | | 2015 International Dump Tk w/ Snow P | $295,000 | | | | | | | | | |
| | | 2016 International Dump Trk w/ plow | | $295,000 | | | | | | | | |
| | | 2016 Interstate 30' Trailer | | | | | | | | | | $50,000 |
| | | 2017 Cat Excavator | $250,000 | | | | | | | | | |
| | | 2017 Dodge 3500 SLT Flat Bed Dump | | | $75,000 | | | | | | | |
| | | 2017 Vermeer Chipper | | | | $100,000 | | | | | | |
| | | 2018 International Workstar Dump Trk | | | | $220,000 | | | | | | |
| | | 2018 Sewer Equip Jet Rod | | | | | | | $200,000 | | | |
| | | 2019 Ford F350 Dump Trk | | | | | $75,000 | | | | | |
| | | 2019 Ford F350 Dump Trk | | | | | $75,000 | | | | | |
| | | 2019 Freightliner/Vacuum Truck | | $600,000 | | | | | | | | |
| | | 2019 John Deere Utility Tractor | | | | $100,000 | | | | | | |
| | | 2020 Interstate Trailer 40TDL | | | | | | | | | | |
| | | 2020 Land Pride Flex Wing Mower | | | $30,000 | | | | | | | |
| | | 2021 CAT 308 Mini Excavator | | | | | | | | | $150,000 | |
| | | 2021 Spartan Pro Leaf Vacuum Trailer | | | | | | $220,000 | | | | |
| | | 2021 Ventrac 4500Y Mower | | | | $50,000 | | | | | | |
| | | 2022 CAT 420 4AEM Backhoe | | | | | | $130,000 | | | | |
| | | 2022 John Deere Flex Wing Mower | | | | | $40,000 | | | | | |
| | | 2022 Landpride Bat Wing Cutter | | | | | $40,000 | | | | | |
| | | 2023 CAT 326 Long Reach Excavator | | | | | | | | | | |
| | | 2023 International Tri-axle Dump Trk | | | | | | | | | | |
| | | 2023 John Deere 4x4 Tractor | | | | | $110,000 | | | | | |
| | | 2024 Cart-Away Concrete Mixer Trailer | | | | | $75,000 | | | | | |
| | | 2024 Ram 1500 1/2 Ton 4x4 Pickup | | | | | | | | $60,000 | | |
| | | 2025 Frontier Flex Wing Grooming Mower | | | | | | $40,000 | | | | |
| | | 2025 John Deere Tractor-Diamond Mower | | | | | | | | | | $80,500 |
| | | 2025 Gehl Skidsteer | | | | | | | | | | |
| | **5303 Total** | | **$545,000** | **$1,505,000** | **$305,000** | **$770,000** | **$415,000** | **$390,000** | **$200,000** | **$60,000** | **$150,000** | **$130,500** |
| | 5304 | 2013 Kenworth T440 Concrete Tk | | | | | | | | | | |
| | | 2014 International 2T Dump Tk | | | $160,000 | | | | | | | $160,000 |
| | | 2015 SnowEx Brine Machine | $50,000 | | | | | | | | | |
| | | 2016 Ford F350 1T Dump Tk | $75,000 | | | | | | | | | |
| | | 2017 Crafco Diesel Melter | | | | | | | | | $75,000 | |
| | | 2018 Hino 2T 16' Flat Bed | | | | $160,000 | | | | | | |
| | | 2019 International Durastar Street Swe | | | $250,000 | | | | | | | |
| | | 2020 International Concrete Truck | | | | | $250,000 | | | | | |
| | | 2022 CAT 360CR Mini Excavator | | | | | | | | | | |
| | | 2022 CAT PM313 Cold Milling Machine | | | | | | | | $500,000 | | |
| | | 2022 Ford F150 1/2T PU | | | | | | $55,000 | | | | |
| | | 2022 Ford F250 3/4T 4x4 Utility Bed | | | | | | $75,000 | | | | |
| | | 2022 Ford F350 1T Dump Bed | | | | | | $75,000 | | | | |
| | | 2023 Falcon Asphalt Hot Box Trailer | | | | | | | | $75,000 | | |
| | | 2023 International Asphalt Distributor T | | | | | | | $250,000 | | | |
| | | 2023 International Pothole Patcher | | | | | | | $250,000 | | | |
| | | 2023 Ram 2500 3/4 Ton Utility Bed | | | | | $75,000 | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 2024 International 2 Ton Dump Truck | | | | | | | | | | |
| | | 2024 Ram 2500 3/4 Ton Utility Bed | | | | | $75,000 | | | | | |
| | | 2025 Elgin Sweeper | | | | | | | | | | |
| | | 2026 Chevy Silverado 1500 1/2T PU | | | | | | | | | $55,000 | |
| | **5304 Total** | | **$125,000** | | **$410,000** | **$160,000** | **$400,000** | **$205,000** | **$500,000** | **$575,000** | **$130,000** | **$160,000** |
| | **5305** | 2014 Ford F350 Flatbed Dump Tk | | | | | | | | | $150,000 | |
| | | 2014 International Dump w/ Snow Plow | | | | | | | | | | |
| | | 2015 Ford F350 Flatbed Dump Bed | $75,000 | | | | | | | | | |
| | | 2017 Dodge Ram Dump Bed | | $75,000 | | | | | | | | |
| | | 2018 International Dump Tk | | | $220,000 | | | | | | | |
| | | 2020 Cat 420 ST Backhoe | | | | | | | | | $300,000 | |
| | **5305 Total** | | **$75,000** | **$75,000** | **$220,000** | | | | | | **$450,000** | |
| | **5401** | 2012 Ford F350 1 Ton w/ flat bed | $75,000 | | | | | | | | | |
| | | 2014 Ford F250 3/4T PU w/Utility Bed | | | | | | | | | | $75,000 |
| | | 2014 Isuzu Tiltmaster Sign Trk | | | | $80,000 | | | | | | |
| | | 2015 Ford F550 Aerial Bucket Tk | $175,000 | | | | | | | | | |
| | | 2016 Ford F250 w/Utility bed | $75,000 | | | | | | | | | |
| | | 2017 Dodge 3/4 Ton w/utilty bed | | | $150,000 | | | | | | | |
| | | 2017 Dodge Ram 350 1 Ton w/ flat bed | | | | | | | | | | |
| | | 2022 Ford F450 Bucket Truck | | | | | | | $175,000 | | | |
| | | 2023 Graco Grindlazer Road Grinder | | | | | | | | $50,000 | | |
| | | 2023 Isuzu NPR-HD Sign Truck | | | | | | | $80,000 | | | |
| | | 2023 Peterbuilt ThermoPro 4000 Stripir | | | | | | | | | | $850,000 |
| | | 2024 Ram 3/4 Ton w/utility bed | | | | | | | $75,000 | | | |
| | | 2025 International Bucket Truck | | | | | | | | | | |
| | | 2026 Chevy Silverado 1500 1/2T PU | | | | | | | | | $55,000 | |
| | | 2026 Chevy Silverado 1500 1/2T PU | | | | | | | | | $55,000 | |
| | **5401 Total** | | **$325,000** | | **$150,000** | **$80,000** | | | **$330,000** | **$50,000** | **$110,000** | **$925,000** |
| Streets and Traffic control Department Total | | | $1,120,000 | $1,655,000 | $1,285,000 | $1,010,000 | $1,065,000 | $945,000 | $1,080,000 | $760,000 | $990,000 | $1,215,500 |
| | | | | | | | | | | | | |
| **VEHICLE/EQUIPMENT REPLACEMENT TOTAL** | | | **$1,120,000** | **$1,655,000** | **$1,285,000** | **$1,010,000** | **$1,065,000** | **$945,000** | **$1,080,000** | **$760,000** | **$990,000** | **$1,215,500** |
| **CAPITAL EQUIPMENT REPLACEMENT FUND CONTRIBUTION** | | | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** | **$1,300,000** |
| **CAPITAL EQUIPMENT REPLACEMENT FUND BALANCE** | | | **$2,207,892** | **$1,852,892** | **$1,867,892** | **$2,157,892** | **$2,392,892** | **$2,747,892** | **$2,967,892** | **$3,507,892** | **$3,817,892** | **$3,902,392** |

## FY 2027 - 2036
## Streets and Traffic Control Department Capital Improvement Program

| Program Number | Asset Number | Item description | Year of Purchase | Asset Notes | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5101 | 255 | 2023 Ram 1500 1/2 Ton Pickup | 2024 | | | | | | | | $50,000 | | | |
| | 929 | 2022 Ford F150 4x4 Crew Cab | 2022 | | | | | | | $50,000 | | | | |
| **5101 Total** | | | | | | | | | | **$50,000** | **$50,000** | | | |
| 5302 | 134 | 2025 International 2 Ton Dump Truck | 2024 | Scheduled for replacement in 2039. | | | | | | | | | | |
| | 220 | 2017 Dodge 1 Ton Flat Dump | 2017 | | | $75,000 | | | | | | | | |
| | 3008 | 2025 Cat Skidsteer | 2025 | Scheduled for replacement again in 2038. | | | | | | | | | | |
| | 3045 | 2012 Cat Asphalt Roller | 2012 | | | | $200,000 | | | | | | | |
| | 3083 | 2025 Weiler Grader | 2025 | Scheduled for replacement in 2040. | | | | | | | | | | |
| | 3090 | 2018 Volvo Front Loader | 2018 | | | | | | | $300,000 | | | | |
| | 3094 | 2020 Cat 420ST Backhoe | 2020 | | | | | | | | | | $150,000 | |
| | 3123 | 2024 Weiler P395 Asphalt Paver | 2024 | Scheduled for replacement in 2038. | | | | | | | | | | |
| | 354 | 2026 International Dump Tk w/plow & spreader | 2025 | Scheduled for replacement in 2037. | | | | | | | | | | |
| | 441 | 2017 Chevy 1/2 Ton Pickup | 2017 | | $50,000 | | | | | | | | | |
| | 463 | 2024 Ram 3500 1 Ton Utility Bed 4x4 | 2024 | | | | | | | | | $75,000 | | |
| | 994 | 2018 International Tri-Axle Dump Truck | 2017 | | | | | | $250,000 | | | | | |
| **5302 Total** | | | | | **$50,000** | **$75,000** | **$200,000** | | **$250,000** | **$300,000** | | **$75,000** | **$150,000** | |
| 5303 | 103 | 2023 International Tri-axle Dump Trk | 2021 | Scheduled for replacement in 2037. | | | | | | | | | | |
| | 207 | 2001 International Tractor Truck | 2004 | | | | | $300,000 | | | | | | |
| | 275 | 2016 International Dump Trk w/ plow | 2015 | | | $295,000 | | | | | | | | |
| | 3012 | 2025 Gehl Skidsteer | 2025 | Scheduled for replacement in 2037. | | | | | | | | | | |
| | 3024 | 2025 Frontier Flex Wing Grooming Mower | 2025 | | | | | | | $40,000 | | | | |
| | 3025 | 2025 John Deere Tractor-Diamond Mower | 2025 | | | | | | | | | | | $80,500 |
| | 3034 | 2009 John Deere Dozer | 2009 | | | $400,000 | | | | | | | | |
| | 3058 | 2014 New Holland 4 x 4 | 2014 | | | $110,000 | | | | | | | | |
| | 3073 | 2016 Interstate 30' Trailer | 2016 | | | | | | | | | | | $50,000 |
| | 3077 | 2017 Vermeer Chipper | 2017 | | | | | $100,000 | | | | | | |
| | 3078 | 2017 Cat Excavator | 2017 | | $250,000 | | | | | | | | | |
| | 3087 | 2018 Sewer Equip Jet Rod | 2018 | | | | | | | | $200,000 | | | |
| | 3088 | 2019 John Deere Utility Tractor | 2018 | | | | | $50,000 | | | | | | |
| | 3089 | 2019 John Deere Utility Tractor | 2018 | | | | | $50,000 | | | | | | |
| | 3092 | 2020 Land Pride Flex Wing Mower | 2020 | | | | $30,000 | | | | | | | |
| | 3093 | 2020 Interstate Trailer 40TDL | 2020 | Scheduled for replacement in 2039. | | | | | | | | | | |
| | 3098 | Ventrac 4500Y Mower | 2021 | | | | | $50,000 | | | | | | |
| | 3100 | 2021 Spartan Pro Leaf Vacuum Trailer | 2021 | | | | | | | $110,000 | | | | |
| | 3102 | 2021 Spartan Pro Leaf Vacuum Trailer | 2021 | | | | | | | $110,000 | | | | |
| | 3103 | 2021 CAT 308 Mini Excavator | 2022 | | | | | | | | | | $150,000 | |
| | 3106 | 2022 CAT 420 4AEM Backhoe | 2022 | | | | | | | $130,000 | | | | |
| | 3107 | 2022 Landpride Bat Wing Cutter | 2022 | | | | | | $40,000 | | | | | |
| | 3114 | 2023 CAT 326 Long Reach Excavator | 2024 | Scheduled for replacement in 2038. | | | | | | | | | | |
| | 3117 | 2022 John Deere Flex Wing Mower | 2024 | | | | | | $40,000 | | | | | |
| | 3118 | 2024 Cart-Away Concrete Mixer Trailer | 2024 | | | | | | $75,000 | | | | | |
| | 3119 | 2023 John Deere 4x4 Tractor | 2024 | | | | | | $110,000 | | | | | |
| | 444 | 1990 50 t. Load King Trailer | 1992 | | | $100,000 | | | | | | | | |
| | 454 | 2006 International Aerial Bucket Trk | 2006 | | | | $200,000 | | | | | | | |
| | 499 | 2017 Dodge 3500 SLT Flat Bed Dump Trk | 2017 | | | | $75,000 | | | | | | | |
| | 529 | 2019 Ford F350 Dump Trk | 2019 | | | | | | $75,000 | | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 537 | 2019 Ford F350 Dump Trk | 2019 | | | | | $75,000 | | | | | | |
| | 599 | 2015 International Dump Tk w/ Snow Plow | 2015 | | $295,000 | | | | | | | | | |
| | 652 | 2024 Ram 1500 1/2 Ton 4x4 Pickup | 2024 | | | | | | | | | $60,000 | | |
| | 824 | 2014 Ford F250SD 4WD w/ Utility Bed | 2013 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | | |
| | 825 | 2014 Ford F250SD 4WD PU | 2013 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | | |
| | 826 | 2013 Ford F350 SD Dump Truck | 2013 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | | |
| | 919 | 2019 Freightliner/Vacuum Truck | 2019 | | | $600,000 | | | | | | | | |
| | 995 | 2018 International Workstar Dump Trk | 2017 | | | | | $220,000 | | | | | | |
| **5303 Total** | | | | | **$545,000** | **$1,505,000** | **$305,000** | **$770,000** | **$415,000** | **$390,000** | **$200,000** | **$60,000** | **$150,000** | **$130,500** |
| 5304 | 172 | 2023 International Asphalt Distributor Truck | 2023 | | | | | | | | $250,000 | | | |
| | 184 | 2016 Ford F350 1T Dump Tk | 2015 | | $75,000 | | | | | | | | | |
| | 202 | 2013 Kenworth T440 Concrete Tk | 2012 | Ordered replacement in 2025. Waiting on delivery. Scheduled for replacement in 2037. | | | | | | | | | | |
| | 241 | 2026 Dodge Silverado 1500 1/2T PU | 2026 | | | | | | | | | | $55,000 | |
| | 3006 | 2017 Crafco Diesel Melter | 2017 | | | | | | | | | | $75,000 | |
| | 3007 | 2025 Elgin Sweeper | 2025 | Scheduled for replacement in 2038. | | | | | | | | | | |
| | 3065 | 2015 SnowEx Brine Machine | 2015 | | $50,000 | | | | | | | | | |
| | 3101 | 2022 CAT PM313 Cold Milling Machine | 2023 | | | | | | | | | $500,000 | | |
| | 3108 | 2022 CAT 360CR Mini Excavator | 2022 | Scheduled for replacement in 2037. | | | | | | | | | | |
| | 3110 | 2023 Falcon Asphalt Hot Box Trailer | 2023 | | | | | | | | | $75,000 | | |
| | 321 | 2024 International 2 Ton Dump Truck | 2024 | Scheduled for replacement in 2037. | | | | | | | | | | |
| | 460 | 2023 Ram 2500 3/4 Ton Utility Bed | 2023 | | | | | | $75,000 | | | | | |
| | 597 | 2024 Ram 2500 3/4 Ton Utility Bed | 2024 | | | | | | $75,000 | | | | | |
| | 613 | 2023 International Pothole Patcher | 2023 | | | | | | | | $250,000 | | | |
| | 629 | 2020 International Concrete Truck | 2019 | | | | | | $250,000 | | | | | |
| | 651 | 2024 International 2 Ton Dump Truck | 2024 | Scheduled for replacement in 2038. | | | | | | | | | | |
| | 708 | 2022 Ford F250 3/4T 4x4 Utility Bed | 2022 | | | | | | | $75,000 | | | | |
| | 822 | 2018 Hino 2T 16' Flat Bed | 2017 | | | | | $160,000 | | | | | | |
| | 827 | 2014 International 2T Dump Tk | 2014 | | | | $160,000 | | | | | | | |
| | 828 | 2014 International 2T Dump Tk | 2014 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | | $160,000 |
| | 866 | 2022 Ford F350 1T Dump Bed | 2022 | | | | | | | $75,000 | | | | |
| | 921 | 2019 International Durastar Street Sweeper | 2019 | | | | $250,000 | | | | | | | |
| | 959 | 2022 Ford F150 1/2T PU | 2022 | | | | | | | $55,000 | | | | |
| **5304 Total** | | | | | **$125,000** | | **$410,000** | **$160,000** | **$400,000** | **$205,000** | **$500,000** | **$575,000** | **$130,000** | **$160,000** |
| 5305 | 3095 | 2020 Cat 420ST Backhoe | 2020 | | | | | | | | | | $150,000 | |
| | 3096 | 2020 Cat 420 ST Backhoe | 2020 | | | | | | | | | | $150,000 | |
| | 332 | 2014 Ford F350 Flatbed Dump Tk | 2014 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | $75,000 | |
| | 333 | 2014 Ford F350 Flatbed Dump Tk | 2014 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | $75,000 | |
| | 425 | 2018 International Dump Tk | 2017 | | | | $220,000 | | | | | | | |
| | 631 | 2014 International Dump w/ Snow Plow | 2014 | Ordered replacement in 2026. Waiting on delivery. Scheduled for replacement in 2038. | | | | | | | | | | |
| | 843 | 2017 Dodge Ram Dump Bed | 2017 | | | $75,000 | | | | | | | | |
| | 890 | 2015 Ford F350 Flatbed Dump Bed | 2014 | | $75,000 | | | | | | | | | |
| **5305 Total** | | | | | **$75,000** | **$75,000** | **$220,000** | | | | | | **$450,000** | |
| 5401 | 297 | 2012 Ford F350 1 Ton w/ flat bed | 2012 | | $75,000 | | | | | | | | | |
| | 3125 | 2023 Graco Grindlazer Road Grinder | 2024 | | | | | | | | | $50,000 | | |
| | 311 | 2026 Chevy Silverado 1500 1/2T PU | 2026 | | | | | | | | | | $55,000 | |
| | 336 | 2015 Ford F550 Aerial Bucket Tk | 2014 | | $175,000 | | | | | | | | | |
| | 35 | 2023 Isuzu NPR-HD Sign Truck | 2023 | | | | | | | | $80,000 | | | |
| | 388 | 2026 Chevy Silverado 1500 1/2T PU | 2026 | | | | | | | | | | $55,000 | |
| | 445 | 2014 Isuzu Tiltmaster Sign Trk | 2015 | | | | | $80,000 | | | | | | |
| | 472 | 2017 Dodge 3/4 Ton w/utility bed | 2017 | | | | $75,000 | | | | | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 473 | 2017 Dodge 3/4 Ton w/utility bed | 2017 | | | $75,000 | | | | | | | |
| | 340 | 2017 Dodge Ram 350 1 Ton w/ flat bed | 2017 | | | | | | | | | | |
| | 5 | 2016 Ford F250 w/Utility bed | 2015 | | $75,000 | | | | | | | | |
| | 525 | 2022 Ford F450 Bucket Truck | 2022 | | | | | | | $175,000 | | | |
| | 683 | 2024 Ram 3/4 Ton w/utility bed | 2024 | | | | | | | $75,000 | | | |
| | 870 | 2023 Peterbuilt ThermoPro 4000 Striping Truc | 2024 | Scheduled for replacement in 2036. | | | | | | | | | $850,000 |
| | 915 | 2014 Ford F250 3/4T PU w/Utility Bed | 2014 | Ordered replacement in 2026. Waiting on delivery. | | | | | | | | | $75,000 |
| | 941 | 2025 International Bucket Truck | 2025 | Scheduled for replacement in 2037. | | | | | | | | | |
| **5401 Total** | | | | | **$325,000** | | **$150,000** | **$80,000** | | | **$330,000** | **$50,000** | **$110,000** | **$925,000** |
| VEHICLE/EQUIPMENT REPLACEMENT TOTAL | | | | | $1,120,000 | $1,655,000 | $1,285,000 | $1,010,000 | $1,065,000 | $945,000 | $1,080,000 | $760,000 | $990,000 | $1,215,500 |

City of Fort Smith Public Works

3900 Kelley Highway
Fort Smith, AR 72904
Phone: (479) 784-2360
Fax: (479) 782-0180

**TO:** Jeff Dingman, City Administrator
**FROM:** Matt Meeker, PE, Director of Public Works
**DATE:** October 20, 2026
**SUBJECT:** 2027 City of Fort Smith Sidewalk Program
**CC:** Maggie Rice, Deputy City Administrator

Attached is the proposed 2027 Sidewalk Program for the Public Works Department. For 2027, the department is proposing 3.21 miles of new sidewalk construction and 1.04 miles of sidewalk repairs. New construction locations are shown on the attached list and maps. Repair locations are also included on the attached list.

The 2027 Sidewalk Program was developed by evaluating input from residents, City staff, and Administration, alongside a unique public-private partnership proposal. New construction requests were prioritized using a structured rating system that factors in school proximity, pedestrian volume, average daily traffic, connectivity, and buildability. As part of this year's program, Rouse Custom Homes has offered a public-private partnership to fund all material costs for new sidewalks on Boston Street and South 62nd Street (Locations 4 and 5).

Sidewalk repair locations were selected from areas with damaged sections of sidewalk that also have moderate to high pedestrian traffic. Please note that only the damaged sections of sidewalk will be replaced along the streets indicated on the attached list.

If you have any questions or concerns about the Sidewalk Program, please let me know at your earliest convenience.

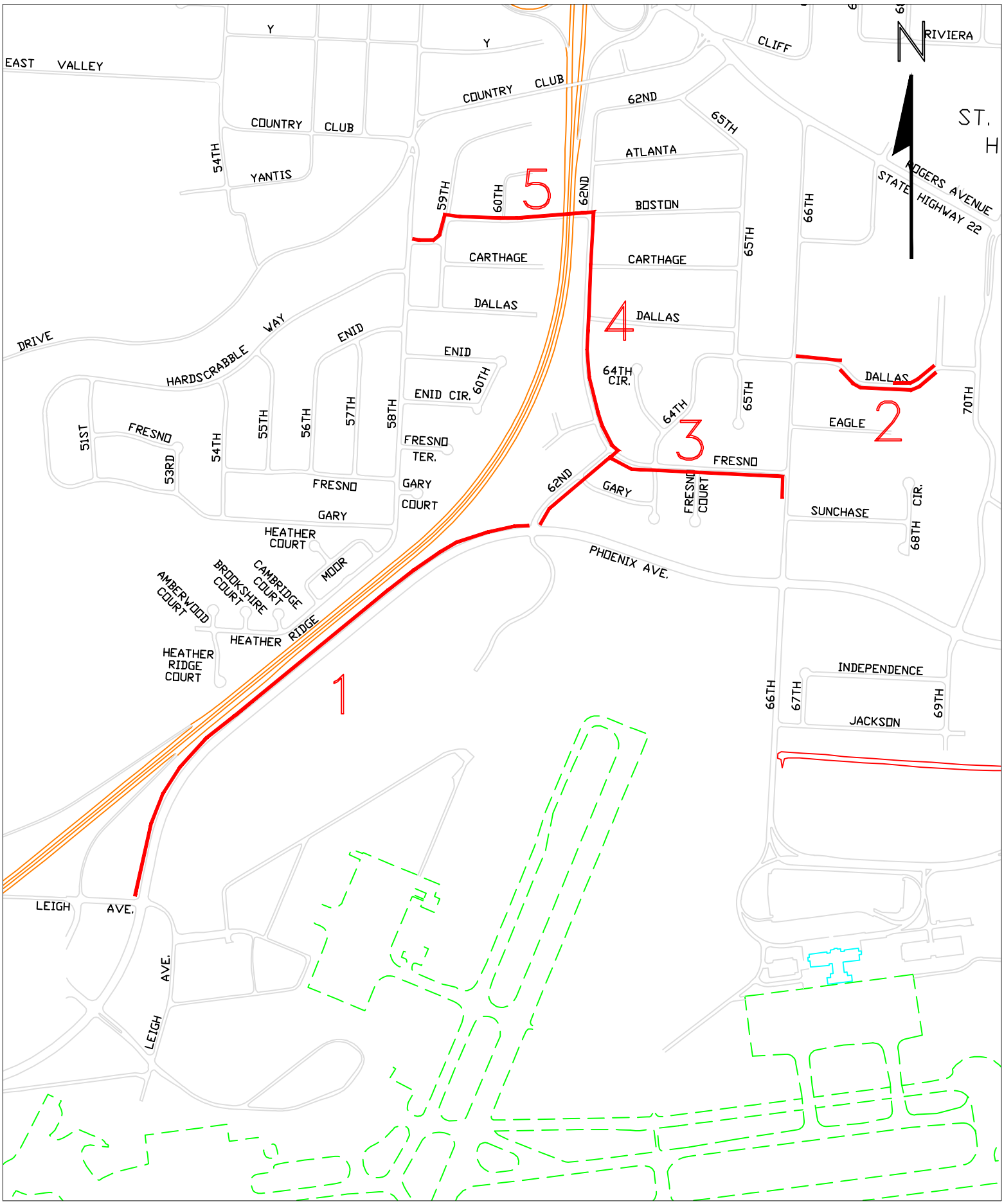
## 2027 SIDEWALK PROGRAM

### NEW CONSTRUCTION

| ORDER OF CONSTRUCTION | STREET | FROM | TO | SIDE OF STREET | LENGTH (FT) | LENGTH (MI) | NOTES |
|---|---|---|---|---|---|---|---|
| 1 | Phoenix Ave | Leigh Ave | S 62nd St | North | 3,400 | 0.64 | Connects to existing sidewalk on the north side of Phoenix Ave; expands sidewalk system for ANG Base and neighborhoods north of Phoenix Ave. |
| 2 | Dallas St | S 66th St | S 70th St | North/South | 1,440 | 0.27 | Completes gaps in sidewalk system and completes accessible pathway to Social Security Administration and Sebastion County Health Unit. |
| 3 | Fresno St | S 62nd St | S 66th St | South/West | 1,350 | 0.26 | Extends sidewalk system for ANG Base and connects neighborhoods to Phoenix sidewalk system, stores, and services; includes short section of sidewalk on S 66th St to connect to existing system. |
| 4 | S 62nd St | Boston St | Phoenix Ave | East | 2,400 | 0.45 | Extends sidewalk system for ANG Base and connects neighborhoods west of I-540 to Phoenix sidewalk system, stores, and services. Requires ROW acquisition from five tracts. |
| 5 | Boston St | S 58th St | S 62nd St | North | 1,300 | 0.25 | Extends sidewalk system for ANG Base and connects neighborhoods west of I-540 to Phoenix sidewalk system, stores, and services. Requires ROW acquisition from two tracts and ARDOT permit. |
| 6 | Spradling Ave | Albert Pike Ave | Midland Blvd | South | 700 | 0.13 | Completes connection of sidewalks on Spradling Ave and Midland Blvd; provides accessible pathway to Midland Blvd for neighborhoods east of Albert Pike Ave |
| 7 | N S St | N 7th St | Midland Blvd | East | 1,200 | 0.23 | Connects sidewalk systems on N 6th St, Midland Blvd, and N S St; expands accessible pathways to Woodlawn Park and MLK Park. |
| 8 | Jenny Lind Rd | Waco St | Utica St | West | 840 | 0.16 | Extends sidewalk system north on Jenny Lind and connects Southbrook subdivision to Zero St sidewalk system; also includes two sets of RRFB's and crosswalks at Waco St and Utica St. |
| 9 | Park Ave | Waldron Rd | 5700 Block of Park Ave | North | 700 | 0.13 | Extends sidewalk system to University Park Place Student Housing for UAFS. Requires ROW acquisition from two tracts. |
| 10 | Rye Hill Rd South | Bridgewood Ln | Howard Hill Rd | West/North | 1,250 | 0.24 | Completes connection of sidewalk systems between The Borough at Middleton and Ridgewood at Rye Hill subdivisions; heavily used for recreational use. |
| 11 | Wells Lake Rd | Alara Subdivsion | Highland Crossing Subdivision | East | 400 | 0.08 | Completes gap in sidewalk system serving Wells Lake Rd and ACHE; also heavily used for recreational purposes. |
| 12 | Wells Lake Rd | Highland Crossing Subdivsion | Wells Lake Cottages Subdivision | East | 460 | 0.09 | Completes gap in sidewalk system serving Wells Lake Rd and ACHE; completes connection to existing trail system on Roberts Blvd; also heavily used for recreational purposes. |
| 13 | Veterans Ave | Alara Subdivsion | Highland Crossing Subdivision | West | 480 | 0.09 | Completes gap in sidewalk system serving Veterans Ave and ACHE; also heavily used for recreational purposes. |
| 14 | Veterans Ave | Highland Crossing Subdivsion | Wells Lake Cottages Subdivision | West | 200 | 0.04 | Completes gap in sidewalk system serving Veterans Ave and ACHE; completes connection to existing trail system on Roberts Blvd; also heavily used for recreational purposes. |
| 15 | Veterans Ave | Stonecrest Addition Subdivision | Dog Park | West | 460 | 0.09 | Completes gap in sidewalk system serving Veterans Ave and ACHE; also heavily used for recreational purposes. |
| 16 | Custer Blvd | Veterans Ave | Chad Colley Blvd | North | 300 | 0.06 | Completes connection of sidewalks on Wells Lake Rd and Chad Colley Blvd; further expands sidewalk system for ACHE; also heavily used for recreational purposes. |
| | | | | **SUBTOTALS** | 16,880 | 3.21 | |

### REPAIRS

| ORDER OF CONSTRUCTION | STREET | FROM | TO | SIDE OF STREET | LENGTH (FT) | LENGTH (MI) |
|---|---|---|---|---|---|---|
| 17 | Albert Pike Ave | Midland Blvd | 1500 Block of S Albert Pike Ave | Both | 820 | 0.16 |
| 18 | Lexington Ave | Dodson Ave | Rogers Ave | Both | 270 | 0.05 |
| 19 | Dodson Ave | Towson Ave | Greenwood Rd | Both | 280 | 0.05 |
| 20 | Phoenix Ave | Rogers Ave | Wheeler Ave | Both | 1000 | 0.19 |
| 21 | Jenny Lind Rd | Dodson Ave | Houston St | Both | 640 | 0.12 |
| 22 | Jenny Lind Rd | Royal Scots Way | End | Both | 430 | 0.08 |
| 23 | Fianna Way | Jenny Lind Rd | Whippoorwill Ln | Both | 550 | 0.10 |
| 24 | Cavanaugh Rd | Tony St | S 28th St | Both | 640 | 0.12 |
| 25 | Dallas St | S 74th St | Meandering Way | Both | 900 | 0.17 |
| | | | | **SUBTOTALS** | 5530 | 1.04 |
| | | | | **TOTALS** | 22,410 | 4.25 |




MAP 1 OF 3

2027 SIDEWALK PROGRAM

FORT SMITH, ARKANSAS

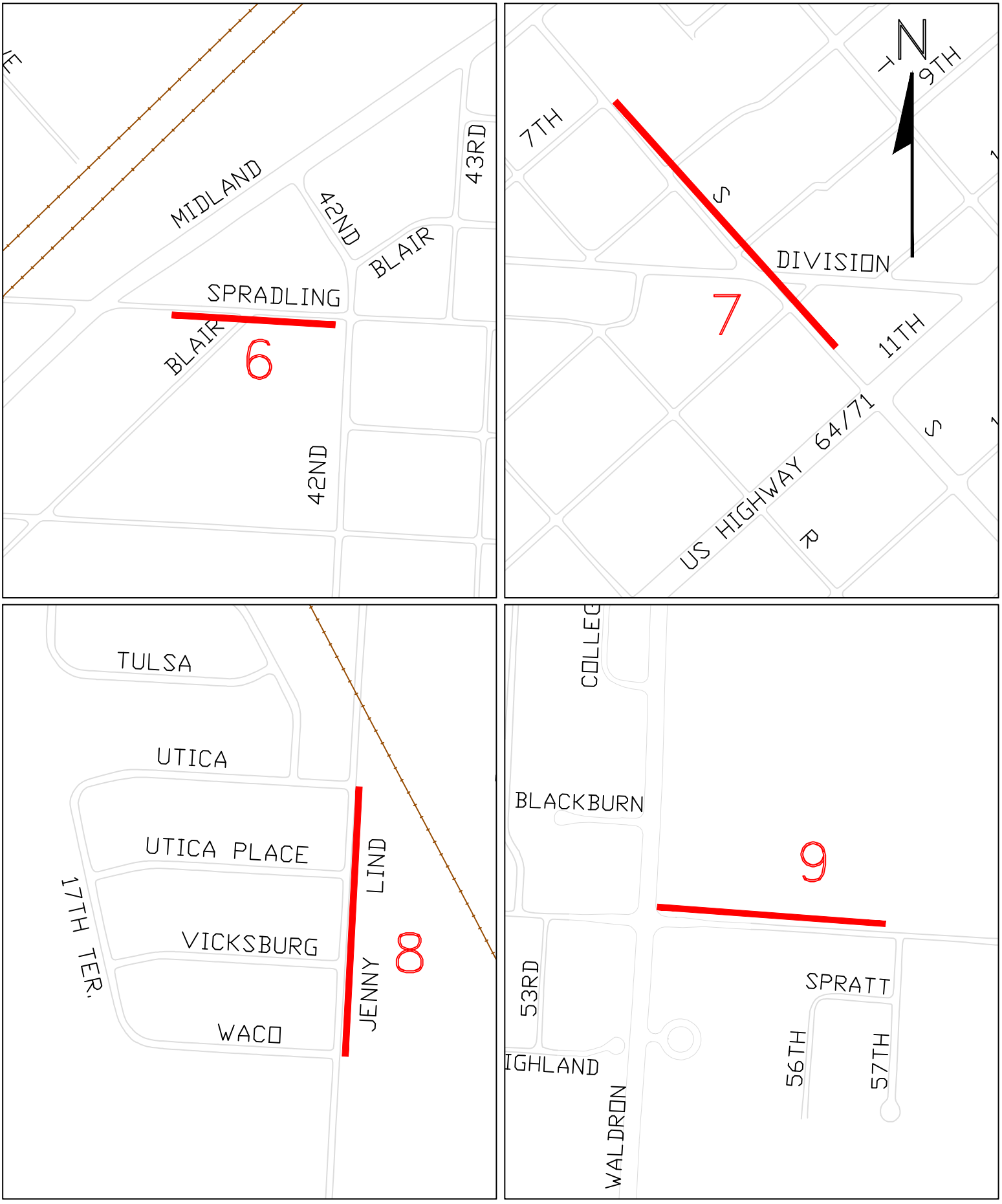
The City of Fort Smith ARKANSAS

New Sidewalks:

Date: SEPT 2026

Scale: NTS

Drawn By: MAM




MAP 2 OF 3

2027 SIDEWALK PROGRAM

FORT SMITH, ARKANSAS

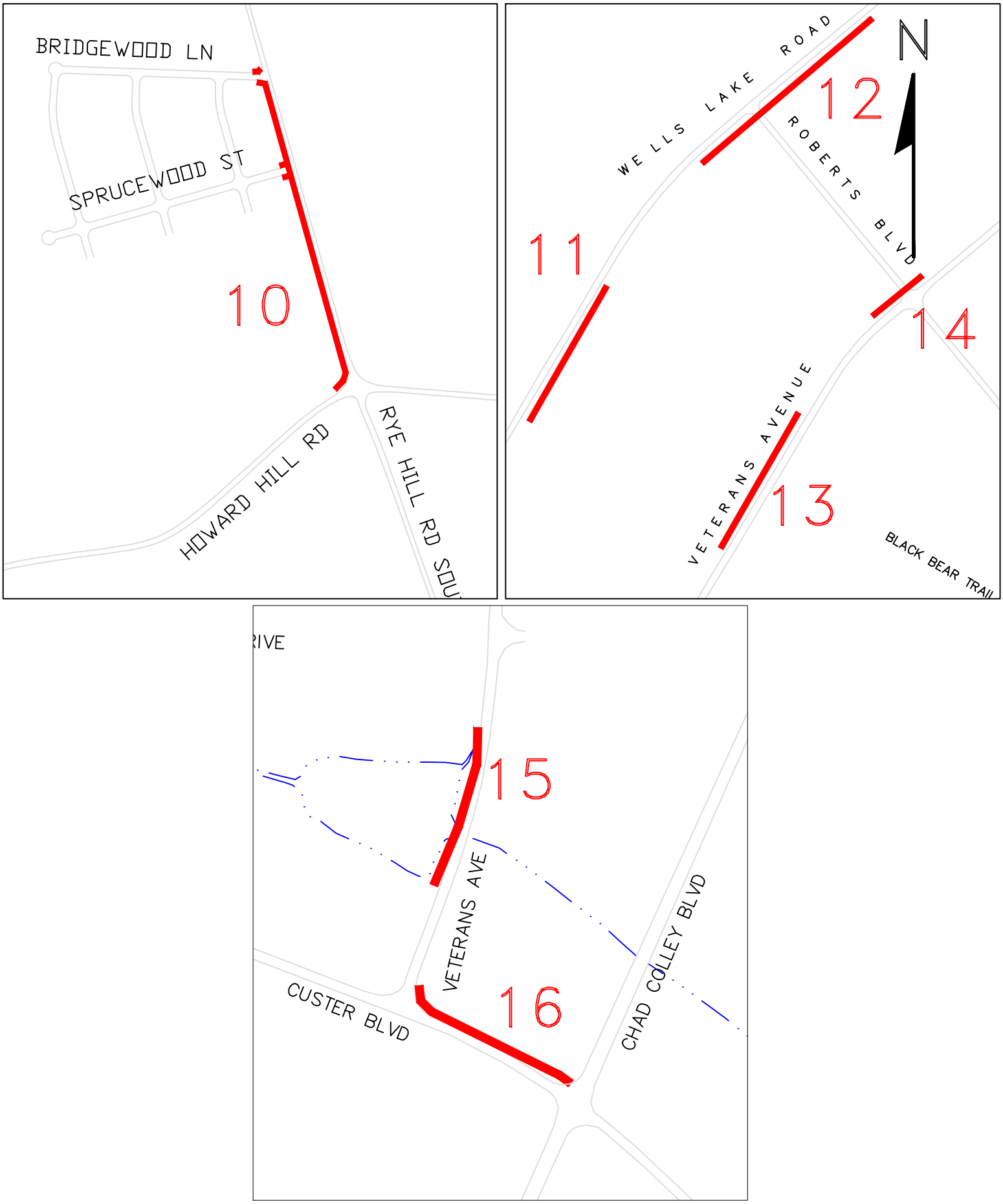
The City of Fort Smith ARKANSAS

New Sidewalks:

Date: SEPT 2026

Scale: NTS

Drawn By: MAM




MAP 3 OF 3

2027 SIDEWALK PROGRAM

FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

New Sidewalks:

Date: SEPT 2026

Scale: NTS

Drawn By: MAM

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Dr. Sara Deuster, Director of Parks and Recreation

**DATE:** October 27, 2026

**SUBJECT:** Parks FY27-FY31 Capital Improvement Plan

## SUMMARY

Attached is the FY27-FY31 Five-Year Capital Improvement Plan for the Parks and Recreation Department. These projects are funded by the 1/8% Sales and Use Tax dedicated for parks capital projects. This tax was voted on and approved by citizens in 2012 for a period of ten (10) years. Citizens voted to extend this tax an additional eight (8) years, through September 30, 2030.

The Parks Commission made a unanimous recommendation to the Board of Directors in favor of the attached FY27-FY31 CIP. This CIP was presented to the Board during its October 13th Study Session, and was formally placed on the agenda for the Board's consideration for adoption during their November 2nd Regular Meeting.

Please contact me should you have any questions.

## ATTACHMENTS

1. 11-2-26_Item_ID_3165_Resolution.pdf
2. 11-2-26 Item ID 3165 Parks FY27-FY31 CIP.pdf

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION OF THE FIVE YEAR (2027-2031) 1/8% SALES AND USE TAX PROGRAM FOR THE PARKS AND RECREATION CAPTIAL IMPROVEMENT PLAN

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BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: The Five Year (2027-2031) 1/8% Sales and Use Tax Program for the Parks and Recreation Capital Improvement Plan, as identified and specified in the attachment hereto, is hereby approved.

SECTION 2: The staff is directed to proceed with implementation of the 2027-2031 Sales and Use Tax Program approved by Section 1 hereof.

This Resolution adopted this _____day of November, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

## Fiscal Year 2027 - Fiscal Year 2031
## Parks & Recreation Capital Improvement Plan

| | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|
| BEGINNING BALANCE | 1,662,911 | 1,836,372 | 15,891 | 25,022 | 34,153 | 43,284 |
| Current Year Revenues | | | | | | |
| 1/8% Sales and Use Tax (Ordinance No. 18-22) | 3,689,131 | 3,689,131 | 3,689,131 | 3,689,131 | 3,689,131 | 3,689,131 |
| Interest Earnings (FY26 reflects the cumulative sum) | 802,063 | - | - | - | - | - |
| Grants/Contributions | 896,500 | 3,212,348 | 100,000 | 100,000 | - | - |
| Total - Current Year Revenues | 5,387,694 | 6,901,479 | 3,789,131 | 3,789,131 | 3,689,131 | 3,689,131 |
| **Total Funds Available** | **7,050,605** | **8,737,851** | **3,805,022** | **3,814,153** | **3,723,284** | **3,732,415** |
| **Projects** | | | | | | |
| Carol Ann Cross Park Improvements | - | - | - | 300,000 | - | - |
| Martin Luther King, Jr. Park Improvements | - | - | - | 500,000 | 200,000 | - |
| Maybranch Greenway | 1,168,405 | 5,025,000 | 2,000,000 | 1,750,000 | - | - |
| John Bell, Jr. Park | - | - | 525,000 | 300,000 | 750,000 | - |
| Tilles Park Improvements | 406,520 | 1,100,000 | 325,000 | - | - | - |
| Tilles Park Parking Lot Resurfacing | 210,788 | - | - | - | - | - |
| Trails & Greenways | | | | | 1,250,000 | 2,000,000 |
| Methodist Village Connector Trail | 38,500 | 246,960 | - | - | - | - |
| Creekmore Park Pool Upgrades | 308,322 | 1,750,000 | - | - | - | - |
| Outdoor Restroom Improvements | | | | | | |
| Kelley Park Ballfields | 75,000 | 425,000 | - | - | - | - |
| Downtown Fort Smith (Location TBD) | - | - | - | 200,000 | - | - |
| Creekmore Park | - | - | - | - | - | 425,000 |
| Outdoor Park Pavilion/ Shade | - | - | - | - | 425,000 | - |
| Riverfront Skate and Bike Park | 78,876 | - | - | - | - | - |
| Carol Ann Cross Park | - | - | 300,000 | - | - | - |
| Harley A. Wilson Park | - | - | 150,000 | - | - | - |
| Fort Smith Park | - | - | - | 200,000 | - | - |
| Neighborhood Park Improvements | | | | | 400,000 | 500,000 |
| Woodlawn Park | 176,488 | - | - | - | - | - |
| Spradling Park | - | - | 375,000 | - | - | - |
| Riley Farm Park | 342,620 | 170,000 | - | - | - | - |
| Hillcrest Park | 5,095 | - | - | - | - | - |
| Imani/Stagecoach Park Phase II | - | - | - | 275,000 | - | - |
| Outdoor Exercise & Fitness Center | - | - | - | - | - | 130,000 |
| Chaffee Crossing Pickleball Courts | - | - | 100,000 | - | - | - |
| Cisterna Park Improvements | 231,124 | - | - | - | - | - |
| Community Center Upgrades | - | - | - | 250,000 | 650,000 | 250,000 |
| Tennis Court Resurfacing | 1,407,495 | - | - | - | - | - |
| Riverfront Skate and Bike Park Expansion | - | - | - | - | - | 375,000 |
| Total Projects | 4,449,233 | 8,716,960 | 3,775,000 | 3,775,000 | 3,675,000 | 3,680,000 |
| Other Project Expenses (Note 2) | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| **Non-Departmental** | | | | | | |
| Parrot Island Waterpark (Ordinance No. 4-26) (Note 3) | 760,000 | - | - | - | - | - |
| **TOTAL EXPENDITURES** | **5,214,233** | **8,721,960** | **3,780,000** | **3,780,000** | **3,680,000** | **3,685,000** |
| **Ending Balance** | 1,836,372 | 15,891 | 25,022 | 34,153 | 43,284 | 47,415 |

Note 1: Actual SUT collected in FY25 was $3,689,130.94.

Note 2 : These costs include land acquisition, recording contract documents with the courthouse, and legal fees related to capital projects.

Note 3 : Ordinance No. 4-26 appropriated $760,000 in interest earnings from the Parks 1/8% SUT to fund the Parrot Island Waterpark Expansion.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Grants/Contributions** | | | | | | |
| Outdoor Recreation Legacy Partnerships Program (R-147-26) | 600,000 | 1,840,388 | - | - | - | - |
| ArDOT TAP Grant (Maybranch Greenway Phase I) | - | 1,000,000 | - | - | - | - |
| Park Partners (Maybranch Greenway Phase IB) | - | 125,000 | - | - | - | - |
| Carol Ann Cross Park Cell Tower Revenue (Playground) | 200,000 | - | - | - | - | - |
| Carol Ann Cross Park Cell Tower Revenue (MV Trail) | 38,500 | - | - | - | - | - |
| ArDOT TAP Grant (MV Connector Trail) (R-62-26) | - | 196,000 | - | - | - | - |
| Methodist Village Senior Living (MV Connector Trail) | - | 50,960 | - | - | - | - |
| Park Partners (Riverfront Skate & Bike Park Shade) | 58,000 | - | - | - | - | - |
| Park Partners (Maybranch Phase II) | - | - | 100,000 | 100,000 | - | - |
| **TOTAL GRANTS/CONTRIBUTIONS** | **896,500** | **3,212,348** | **100,000** | **100,000** | **-** | **-** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Carol Ann Cross Park Improvements **Project Number:** 6200230003

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Complete

## Location:

Carol Ann Cross Park (1601 South 74th Street)

## Scope of Work:

Phase I improvements (FY22-FY23) included the repaving of the parking areas and roadway, demolition and replacement of two restrooms, replacement of the pedestrian bridge, and construction of an additional fishing pier on the west side of the lake. The total cost for this phase was $1,268,941.97.

An approximate 0.45-mile concrete walking path and 0.15-mile boardwalk with an overlook area of the Arkansas River in the northeast corner of Carol Ann Cross Park was completed in 2024. The completion of this project creates a 1.2 mile walking path within Carol Ann Cross Park.

Phase II improvements (FY24-FY25) addressed the dilapidated play equipment. The existing play equipment was over three decades old, and replacement pieces compatible with the structures were difficult to find. This resulted in the removal of play components due to safety hazards. The new inclusive playground offers designated play areas for ages 2-5 and ages 5-12, focusing on providing unique play amenities that emphasize climbing, balancing, problem solving, sensory experiences, fine motor skills, and collaborative play.

FY29: Several areas of the concrete walking path around the lake continue to deteriorate. Due to the heavy usage of this amenity, it is recommended to widen certain areas of the walking path and replace the deteriorating sections.

## Future Fort Smith Goals:

NCR-1.5 PFS-5.2 PFS-3.2.3 FLU-1.4

## Map/Photo:









## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ - | $ 300,000 | $ - | $ - | $ 300,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ -** | **$ 300,000** | **$ -** | **$ -** | **$ 300,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Martin Luther King, Jr. Park Improvements **Project Number:** 6200230013

## Category:

- ☐ New Development
- ☑ Improvement to Existing
- ☐ Public-Private Partnership

## Type:

- ☐ New Construction
- ☐ Trails and Greenways
- ☑ Infrastructure Improvement
- ☐ Playground Amenity

## Funding:

- ☑ 1/8% Sales and Use Tax
- ☐ Private Contribution
- ☐ Grant
- ☐ Other:

If Other:

## Status:

- ☑ Not Started
- ☐ Preliminary Design
- ☐ Final Design
- ☐ Complete

## Location:

Martin Luther King, Jr. Park (1815 North Greenwood Avenue)

## Scope of Work:

FY22: An inclusive playground was completed that features a variety of amenities designed for individuals of all abilities, including poured in place rubber surfacing in lieu of the wood fiber mulch.

FY23: To create a safer environment for families, a quad restroom was installed with two single-user stalls on both the east and west sides. This positioning allows parents/guardians to watch their child enter/exit the restroom from either side of the restroom. Drill stem fencing was also installed along the perimeter of the northwest section of the park to prevent citizens from driving into the park and parking on the grass.

FY24-FY25: A new splash pad was constructed due to the age and continued deterioration of the existing spray amenities and mechanical system of the original splash pad. The new splash pad further advances our department's commitment to creating an inclusive parks system for individuals of all ages and abilities. The backside of the Nautilus 2 (water slide) has a cove with a light, steady rain fall. This feature offers a calming space for children who may become overstimulated by the sounds and movements of natural play. Two (2) softer spray features were selected to complement the cove to create a calming area in the southwest section of the splash pad.

FY29-FY30: Conversion of sports facility lighting (Grizzly Field, remaining basketball court, and soccer fields) to LED fixtures. Additional funds will go towards improvements to the skate park, parking lot improvements/expansion, and repurposing the northwest corner of the park.

## Future Fort Smith Goals:

NCR-1.5 PFS-5.2 PFS-3.2.3 FLU-1.4

## Map/Photo:





View from the West



Pumphouse





## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ - | $ 500,000 | $ 200,000 | $ - | $ 700,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ -** | **$ 500,000** | **$ 200,000** | **$ -** | **$ 700,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Maybranch Greenway **Project Number:** 6200230008

## Category:

- [x] New Development
- [x] Public-Private Partnership
- [ ] Improvement to Existing

## Type:

- [x] New Construction
- [ ] Infrastructure Improvement
- [x] Trails and Greenways
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [x] Grant
- [x] Private Contribution
- [ ] Other:

If Other: $3.44M from ORLP and ArDOT

## Status:

- [ ] Not Started
- [ ] Preliminary Design
- [x] Final Design
- [x] Partial Completion

## Location:

Riverfront Drive > Martin Luther King, Jr. Park > Creekmore Park > Kelley Park Ballfields

## Scope of Work:

Once complete, this will be an approximate 4.2-mile, 10-foot-wide, concrete greenway that will connect Riverfront Drive to the Kelley Park Ballfields. Phase IA begins at Short 7th Street and continues along P Street for approximately 0.7 miles through Martin Luther King, Jr. Park. Phase IA was completed in July 2025. Phase IB (FY26-FY27) will begin at Riverfront Drive and tie into Phase IA at Short 7th Street.

The City has received multiple outside funding sources to complete Phase I. Park Partners, a local nonprofit, contributed $125,000 for Phase IA and will contribute an additional $125, 000 for Phase IB. The City was also awarded $2,440,937.55 in matching funds from the Outdoor Recreation Legacy Partnerships Program for Phase I. Additionally, the City was awarded $1,000,000 in TAP funding from ArDOT for Phase IB.

Phase II (FY27-FY29) will continue from North O Street and tie into Creekmore Park. Phase III (FY29) will pave the existing crusher dust trail that extends behind Girls, Inc., The Gregory Kistler Center, and Flocks Field, terminating at South "O" Street.

## Future Fort Smith Goals:

FLU-3.4.2 ED-6.1 HN-1.6 NCR-1.4 CCD-1.1 TI-1 PFS-5 PFS-4.3.1

## Map/Photo:







## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 20,000 | $ 175,000 | $ 50,000 | $ 50,000 | $ - | $ - | $ 295,000 |
| Land Acquisition | $ - | $ 50,000 | $ - | $ - | $ - | $ - | $ 50,000 |
| Construction Cost | $ 1,148,405 | $ 4,800,000 | $ 1,950,000 | $ 1,700,000 | $ - | $ - | $ 9,598,405 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 1,168,405** | **$ 5,025,000** | **$ 2,000,000** | **$ 1,750,000** | **$ -** | **$ -** | **$ 9,943,405** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** John Bell, Jr. Park **Project Number:** 6200230011

## Category:

- [x] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [x] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [x] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

## Location:

John Bell, Jr. Park (1900 Riverfront Drive)

## Scope of Work:

This is a multi-year development of a new, 51-acre park located at 1900 Riverfront Drive. The park was formally named John Bell, Jr. Park in 2022. Development of this park began in 2015 with the creation of a master plan. Since then, the following amenities have been completed: two adult-size soccer fields, paved parking and lighting, walking paths around the currently developed areas, Fort Smith's first inclusive playground, restroom facility, and large pavilion.

Phase III (FY28-FY30) will consist of improvements to the existing soccer fields and construction of sports fields and/or other recreation amenities determined by citizen surveys. Final plans for the construction of pickleball courts and basketball courts are completed. However, due to other priorities, this project was postponed. The need for additional pickleball courts and will continue to be evaluated throughout FY27. Lastly, since installing the large picnic pavilion, several organizations have hosted events at John Bell, Jr. Park. If funds allow in FY27 due to the timing of actual construction, installing concrete and additional seating under the pavilion will be completed.

## Future Fort Smith Goals:

FLU-1.5 FLU-2.1 FLU-2.2 NCR-1.4 TI-5.2.1 NCR-1.5 PFS-5.2

## Map/Photo:


Soccer Fields


Inclusive Playground


Maintenance Facility


Pavilion

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ 525,000 | $ 300,000 | $ 750,000 | $ - | $ 1,575,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ 525,000** | **$ 300,000** | **$ 750,000** | **$ -** | **$ 1,575,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Tilles Park Improvements **Project Number:** 6200230014

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [x] Preliminary Design
- [ ] Final Design
- [ ] Substantially Complete

## Location:

Tilles Park (3700 Grand Avenue)

## Scope of Work:

Phase I (FY23-FY24) consisted of the construction of an asphalt walking trail, drainage improvements, replacement of benches along the walking path, conversion of two of the tennis courts to basketball courts, and improvements to the disc golf tees.

Phase II (FY25) included the construction of an inclusive playground. The design and location of the play area utilizes the existing tree canopy to provide shade for users. This project was designed to encompass a variety of developmental benefits, including sensory play; motor, cognitive, and social skills; and is uniquely designed to encourage collaborative play across individuals of all abilities.

Phase III (FY26-FY28): This phase will include several improvements that complete the renovation of the park:
- Replacement of the existing splash pad due to issues with the mechanical system. Replacing the mechanical system will cost around $150K (based on MLK splash pad). Given this cost, continued maintenance issues, frequent downtime, continued citizen requests for improvements, and the need for a larger water area, it is recommended to proceed with replacing the splash pad in its entirety.

- Conversion of the concrete pad for the existing splash pad into a youth basketball court.

- Resurfacing/rehabilitation of the southern two (2) tennis courts. Whether these courts are rehabilitated as tennis courts and/or to serve another purpose will be directed by citizen input. This will also include the conversion of light fixtures to LEDs.

## Future Fort Smith Goals:

PFS-3.2 PFS-5.2 NCR-1.1 NCR-1.3

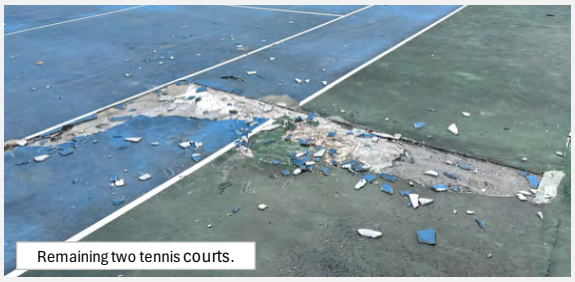
## Map/Photo:







Splash Pad Design


Remaining two tennis courts.

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 50,000 | $ 25,000 | $ - | $ - | $ - | $ - | $ 75,000 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 356,520 | $ 1,075,000 | $ 325,000 | $ - | $ - | $ - | $ 1,756,520 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 406,520** | **$ 1,100,000** | **$ 325,000** | **$ -** | **$ -** | **$ -** | **$ 1,831,520** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Tilles Park Parking Lot Resurfacing **Project Number:** 6200230014

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [x] Under Construction

## Location:

Tilles Park (3700 Grand Avenue)

## Scope of Work:

The parking lot on the north side of the park (Grand Avenue) continues to deteriorate. This parking area has multiple potholes and significant alligator cracking. If the damage was isolated to a certain area, patching would be the more cost-effective option. However, this issue extends across multiple sections of the parking lot. The recent improvements to Tilles Park have significantly increased the traffic at this park, making parking lot improvements a priority. The Board of Directors awarded a contract to Forsgren, Inc. during their July 7, 2026 Regular Meeting. Contract documents have been executed, and work will begin in September. This project, pending weather, is expected to be completed by the end of the year.

## Future Fort Smith Goals:

PFS-3.2 PFS-5.2 NCR-1.1 NCR-1.3

## Map/Photo:







Example of sidewalk damaged by tree and area to be rerouted.



Example of raised section of sidewalk.

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 63,200 | $ - | $ - | $ - | $ - | $ - | $ 63,200 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 147,588 | $ - | $ - | $ - | $ - | $ - | $ 147,588 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 210,788** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 210,788** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Trails & Greenways **Project Number:** N/A

## Category:

- [x] New Development
- [x] Improvement to Existing
- [x] Public-Private Partnership

## Type:

- [x] New Construction
- [x] Trails and Greenways
- [ ] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [x] Private Contribution
- [x] Grant
- [ ] Other:

If Other:

## Status:

- [x] Not Started
- [x] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

## Location:

Multiple Locations

## Scope of Work:

FY26-FY27: The Board of Directors approved Resolution No. R- 53-25 expressing the City's willingness to serve as the Sponsor for the Methodist Village Walking Trail project to receive funds through the 2025 Transportation Alternatives Program (TAP). This project will create a paved, accessible path to connect Methodist Village Senior Living (MVSL) to Carol Ann Cross Park to better allow residents to access the park. This ADA compliant walking trail will not be exclusive to residents of MVSL and can be utilized by all citizens, especially those residing in the neighborhoods to the southeast corner of the park. As part of this project, MVSL will grant the City a public trail easement to ensure the trail remains accessible to the public in perpetuity. The Methodist Village Connector Trail was awarded funding in the amount of $196,000.00 for construction costs. Acceptance of this award requires a local match in the amount of $49,000.00, which will be paid by MVSL.

FY30-FY31: This funding allocation is set aside for projects identified in the Trails and Greenways Master Plan. Potential projects include adding to the extensive network of trails throughout the Chaffee Crossing area, making connections to parks, sharrows, bike lanes, etc. Given this allocation is not until later years, the exact projects are not identified. Parks Staff will engage in community outreach efforts to gather input from citizens during 2028.

## Future Fort Smith Goals:

HN-1.6 NCR-1.4 TI-1 TI-3 PFS-5

## Map/Photo:








Greg Smith River Trail

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 38,500 | $ - | $ - | $ - | $ - | $ - | $ 38,500 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ 246,960 | $ - | $ - | $ 1,250,000 | $ 2,000,000 | $ 3,496,960 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 38,500** | **$ 246,960** | **$ -** | **$ -** | **$ 1,250,000** | **$ 2,000,000** | **$ 3,535,460** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Creekmore Park Pool Upgrades **Project Number:** 6200230001

## Category:

- ☐ New Development
- ☑ Improvement to Existing
- ☐ Public-Private Partnership

## Type:

- ☐ New Construction
- ☐ Trails and Greenways
- ☑ Infrastructure Improvement
- ☐ Playground Amenity

## Funding:

- ☑ 1/8% Sales and Use Tax
- ☐ Private Contribution
- ☐ Grant
- ☐ Other:

If Other:

## Status:

- ☐ Not Started
- ☑ Preliminary Design
- ☐ Final Design
- ☐ Substantially Complete

## Location:

Creekmore Park Pool (3303 South M Street)

## Scope of Work:

FY25-FY26: Demolition of the dilapidated bathhouse and construction of a new bathhouse that is adequate to accommodate both recreational use and serve as a host site for swim meets. Also included in this allocation was the redesign and expansion of the parking lot at the pool to better accommodate park patrons. This project was completed simultaneously with the repaving of the parking lot near the Creekmore Community Center.

FY26: Replacement of fiberglass pool grates with an HDPE grating system. New diving boards, compliant with current codes, were also installed in the diving well.

FY26-FY27: This allocation is to replace the mechanical system that services the diving well and main pool. This equipment has not been updated since 1990.

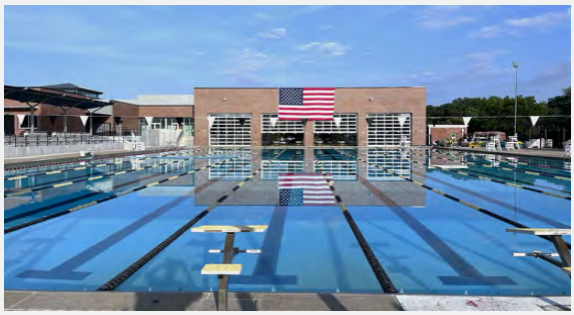
Future Improvements: Per the master plan, future improvements for consideration include installing a Myrtha RenovAction for the competition pool and diving well. This will essentially build a new pool within the existing pool rather than completely replace both pools and/or continue to install liners. Constructing an indoor leisure pool is also identified in the master plan. These improvements are currently not a priority and are not reflected in the CIP.

## Future Fort Smith Goals:

FLU-1.4 PFS-3.2.3

## Map/Photo:








## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 147,600 | $ - | $ - | $ - | $ - | $ - | $ 147,600 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 160,722 | $ 1,750,000 | $ - | $ - | $ - | $ - | $ 1,910,722 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 308,322** | **$ 1,750,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,058,322** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Outdoor Restroom Improvements **Project Number:** 6200230006

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [x] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

## Location:

Multiple Locations

## Scope of Work:

Improvements to the outdoor restrooms across our parks system continue to be completed. To date, the outdoors restrooms at Martin Luther King, Jr. Park (FY23 - near the inclusive playground), Carol Ann Cross Park (FY23), and Woodlawn Park (FY24) have been replaced.

FY26-FY27: Kelley Park Ballfields - A portion of work, including Consent Decree work, under the Streets, Bridges, and Associated Drainage CIP involves impacts to the Kelley Park Ballfields, specifically the main parking lot off Old Greenwood Road. It is more cost-effective and will result in less service interruptions if improvements to the Ballman Restroom are completed at the same time as the Engineering project. Therefore, this project has been moved forward by one year.

FY29: Downtown Fort Smith - This has been a continued request by citizens, even more so as the Farmer's Market and Downtown events continue to grow. To mitigate unwarranted behavior and individuals using restrooms as shelter, it is recommended to consider an alternative to a traditional building. Several large cities have had success in installing restrooms, such as the Portland Loo, in high traffic areas, as they can be customized to "fit in" with their surroundings. Urben Blu has developed a similar product that can be customized with artwork.

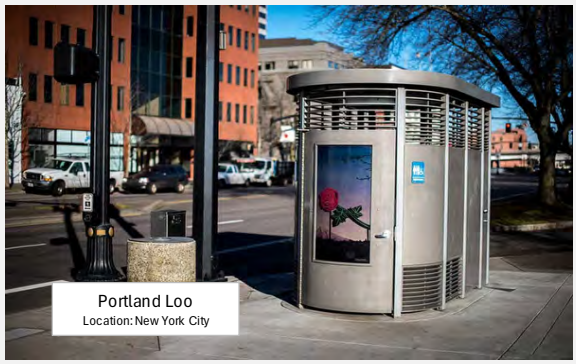
FY31: The structure itself of the restroom at Creekmore Park is in decent shape. Therefore, if possible, improvements will be geared towards a renovation rather than a complete replacement. However, the funding allocation reflects a total replacement

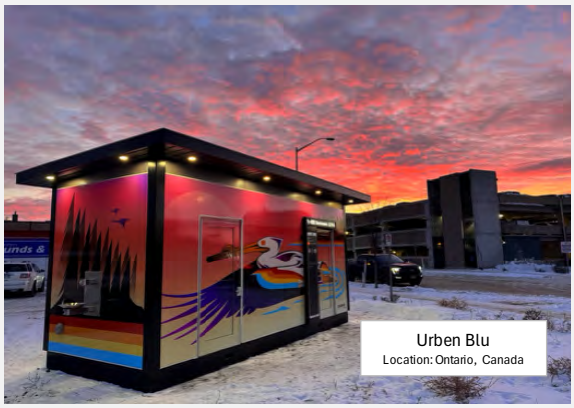
## Future Fort Smith Goals:

PFS-4.3.1 PFS-5

## Map/Photo:


Woodlawn Park Restroom


Portland Loo
Location: New York City


Urben Blu
Location: Ontario, Canada

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 75,000 | $ - | $ - | $ - | $ - | $ - | $ 75,000 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ 425,000 | $ - | $ 200,000 | $ - | $ 425,000 | $ 1,050,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 75,000** | **$ 425,000** | **$ -** | **$ 200,000** | **$ -** | **$ 425,000** | **$ 1,125,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Outdoor Park Pavilions/Shade **Project Number:** N/A

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [x] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [x] Not Started
- [ ] Preliminary Design
- [x] Final Design
- [ ] Complete

## Location:

Multiple Locations

## Scope of Work:

Most of our parks have outdoor pavilions, both large and small. The wooden pavilions with shingle roofs are deteriorating and need to be replaced with more durable steel beams and metal roofs. Some have the newer powder coated metal picnic tables while others have the dated concrete picnic tables. The allocation for these improvements will be used to replace outdated/deteriorating wood pavilions, including picnic tables and seating, and add shade throughout our parks.

FY26: The Riverfront Bike and Skate Park currently does not offer any shade. The biking/skating community and recreational users have requested shade at this location for the past few years. A cost-effective, modern shade structure(s) will be incorporated to this site. Park Partners is contributing $58,000 towards this project.

FY28: Both Carol Ann Cross Park and Harley A. Wilson Park have one large, wooden pavilion. These longstanding structures have increasingly started to show their age. Maintenance Staff continue to make spot repairs to deteriorated wood, holes, and shingles. These structures need to be replaced with steel pavilions, which will last at least 20 years. Carol Ann Cross Park has a smaller wood pavilion that will also be replaced.

FY29: The wood pavilions at Fort Smith Park have been in need of replacement since before the 2019 flood event.

## Future Fort Smith Goals:

FLU-1.4

## Map/Photo:







## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 78,876 | $ - | $ 450,000 | $ 200,000 | $ - | $ - | $ 728,876 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 78,876** | **$ -** | **$ 450,000** | **$ 200,000** | **$ -** | **$ -** | **$ 728,876** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Neighborhood Park Improvements **Project Number:** 6200230017

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [x] Trails and Greenways
- [x] Infrastructure Improvement
- [x] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [x] Under Construction

## Location:

Multiple Locations

## Scope of Work:

This allocation is set aside for existing parks in need of updates. The focus of these updates will be on ADA compliance, addressing dilapidated infrastructure, and other site improvements. Following an inventory and evaluation of existing neighborhood parks, individual parks will be identified, and a general plan established for each in future CIPs. The current prioritized improvements include:

FY26: Woodlawn Park – Phase II improvements included replacing the dilapidated play equipment and ADA compliance improvements in the southwest corner of the park.

FY26-FY27: Riley Farm Park – These improvements will be completed in phases, with the first being to the walking trail, as it is a maintenance need. Due to the swampy nature and drainage paths within the park, the existing wooden bridges are in constant need of repair. The approved project includes a partial realignment of the soft surface trail, resulting in the need for only one pedestrian bridge, which will be constructed with composite decking, similar to what was installed on the boardwalk at Carol Ann Cross Park. Parks Staff will host a neighborhood meeting with nearby residents to collect feedback regarding Phase II improvements to Riley Farm Park. Information will be mailed to residents regarding this prior to construction beginning on the walking trail.

FY28: Spradling Park - The first priority for improvements at this park are to the soft surface walking trail, which will mirror those performed at Tilles Park. However, the plan is for the trail to remain crusher dust. Any funding available after this will be used to make lesser priority, but still needed, improvements.

## Future Fort Smith Goals:

NCR-1.1 PFS-3.2.2 PFS-5

## Map/Photo:


Hillcrest Park Improvements


Woodlawn Park Phase II Improvements



Riley Farm Park Walking Trail Site Map


Examples of Walking Path at Spradling Park

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 73,860 | $ - | $ - | $ - | $ - | $ - | $ 73,860 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 450,343 | $ 170,000 | $ 375,000 | $ 275,000 | $ 400,000 | $ 500,000 | $ 2,170,343 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 524,203** | **$ 170,000** | **$ 375,000** | **$ 275,000** | **$ 400,000** | **$ 500,000** | **$ 2,244,203** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Neighborhood Park Improvements **Project Number:** N/A

## Category:

- [x] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [x] New Construction
- [ ] Trails and Greenways
- [ ] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

## Location:

Location(s) to be determined by citizen input.

## Scope of Work:

Outdoor fitness/exercise courts continue to be requested by residents, specifically along trails, and improvements to the existing equipment at Creekmore Park. Since this allocation is not until FY31, the specific locations have not been identified.

## Future Fort Smith Goals:

PFS-5.2 PFS-3.2.3 PFS-2.3 NCR-1.5

## Map/Photo:



Example of centralized fitness center.



Examples of fitness equipment along walking path.



## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ - | $ - | $ - | $ 130,000 | $ 130,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 130,000** | **$ 130,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Chaffee Crossing Pickleball Courts Resurfacing **Project Number:** N/A

## Category:

- ☐ New Development
- ☑ Improvement to Existing
- ☐ Public-Private Partnership

## Type:

- ☐ New Construction
- ☐ Trails and Greenways
- ☑ Infrastructure Improvement
- ☐ Playground Amenity

## Funding:

- ☑ 1/8% Sales and Use Tax
- ☐ Private Contribution
- ☐ Grant
- ☐ Other:

If Other:

## Status:

- ☑ Not Started
- ☐ Preliminary Design
- ☐ Final Design
- ☐ Under Construction

## Location:

7220 Mahogany Avenue - Barling, Arkansas

## Scope of Work:

Through a collaboration with the Fort Chaffee Redevelopment Authority (FCRA) and the City, two former tennis courts were resurfaced to function as eight (8) pickleball courts. This project was completed expeditiously to meet a strong demand for pickleball courts from community members. This project was completed to serve a purpose, not become a tournament-quality facility. The courts continue to experience cracking, which Parks Maintenance Staff repair as funds and timing allow.

Recognizing the popularity of pickleball, the City intended to construct new pickleball courts at an alternative location and/or invest a substantial amount of funds into replacing the existing courts at Chaffee Crossing. During the evaluation process, Sebastian County was able to secure funding to build a tournament-quality eight-court pickleball complex at Ben Geren Regional Park. To avoid service overlap, the City chose to pause on making any substantial improvements to the courts at Chaffee Crossing to gauge whether the need for a complete reconstruction was necessary.

The Chaffee Crossing Pickleball Courts are currently siloed, making them less attractive for tournaments versus the complex at Ben Geren. It is Parks Staff recommendation to forego building a tournament-quality pickleball complex at this time. Instead, it is recommended to perform a standard resurfacing to accommodate recreational play.

## Future Fort Smith Goals:

PFS-5 NCR-1.3 FLU-1.4

## Map/Photo:


Cracking evident even at the time of completion.


Repair made by Parks Staff


Repair made by Parks Staff

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ 100,000 | $ - | $ - | $ - | $ 100,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ 100,000** | **$ -** | **$ -** | **$ -** | **$ 100,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Cisterna Park Pumphouse **Project Number:** N/A

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [ ] Preliminary Design
- [ ] Design Modification
- [x] Under Construction

## Location:

Cisterna Park (1001 Garrison Avenue)

## Scope of Work:

As part of the budget reductions approved by the Board at their May 9, 2025 Regular Meeting, the replacement of the Cisterna Park pumphouse was transferred to the Parks 1/8% SUT program.

The original intent for this project consisted of the demolition and replacement of the pumphouse for the Cisterna Park fountain. The existing pumphouse is underground and subject to frequent flooding during rain events. This has become a growing hazard for maintenance staff, as they must service the equipment for the fountain and electric for other areas of the park that is controlled inside the pumphouse. While the original design resulting in a larger building is preferred from a maintenance perspective, this option proved to not be cost effective in this situation. Therefore, the redesign of this project consists of raising the finish floor elevation of the pumphouse approximately 3ft with the mechanical equipment being raised approximately 4ft once the equipment pads are poured. This required partial demolition of the existing pumphouse to allow for the walls to be raised approximately 37" to mitigate flooding issues with the electrical and mechanical equipment housed in the pumphouse. Stone veneer similar to what is existing will be installed around the perimeter. This project is anticipated to be complete by the end of the year.

## Future Fort Smith Goals:

FLU-1.4

## Map/Photo:







## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 36,948 | $ - | $ - | $ - | $ - | $ - | $ 36,948 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 194,176 | $ - | $ - | $ - | $ - | $ - | $ 194,176 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 231,124** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 231,124** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Community Center Improvements **Project Number:** N/A

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

## Location:

Multiple Locations

## Scope of Work:

Creekmore Community Center was constructed in 1984. While improvements have been made to the facility, i.e., addition of the Administrative Office, there have been no significant improvements made to the community center itself. Over the past few years, this has become the most heavily utilized rental facility in our parks system for traditional citizen bookings. Priority improvements include upgrading the kitchen area and lowering the ceiling to become more energy efficient.

The River Park Events Building is heavily utilized by entities for large events, such as concerts, festivals, and the Mayor's 4th of July. While improvements are currently being made through the Riverfront/Downtown Operating Budget, there are capital items that will need to be addressed in the next few years, such as the Amphitheater steps.

Replacement of the entrance to the Darby Community Center is needed. Since this facility is in the Historic District, the applicable design guidelines will need to be followed to preserve this facility's appearance.

Given the CIP allocation for this project is not until FY29-FY31, the specific improvements have not been identified or prioritized at this time.

## Future Fort Smith Goals:

FLU-1.4

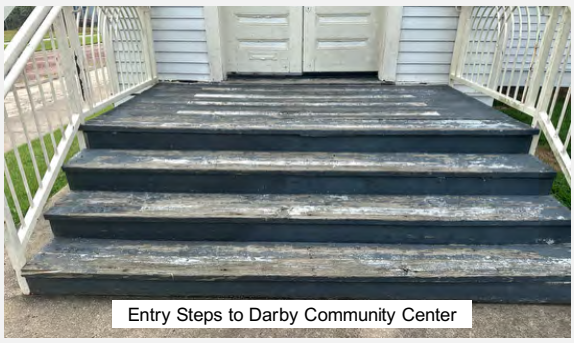
## Map/Photo:



Photos of ceiling to be lowered to become more energy efficient.



**Example of stones separation along the Amphitheater steps. Repairs are made as needed, but a complete rehabilitation will be needed within the next few years.**



Entry Steps to Darby Community Center

## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ - | $ 250,000 | $ 650,000 | $ 250,000 | $ 1,150,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ -** | **$ 250,000** | **$ 650,000** | **$ 250,000** | **$ 1,150,000** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Tennis Court Resurfacing **Project Number:** N/A

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [ ] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [ ] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [x] Under Construction

## Location:

FY26: Creekmore Park (3301 South M Street)

## Scope of Work:

Phase I (FY16) consisted of the complete resurfacing of the bottom four (4) courts at Creekmore Park. The courts at Tilles Park were also improved during this phase by filling in the large cracks throughout the surface, surface painting, and new striping. The Western Arkansas Tennis Association (WATA) helped advance these improvements by applying for and being awarded $15,000 in grant funds for this project.

Phase II (FY25-FY26): This project consists of the resurfacing of the southern four (4) tennis courts, reconstruction of the northern four (4) tennis courts to a post-tension concrete base rather than retain an asphalt base, conversion of the antiquated light fixtures to LEDs, addition of spectator seating along the east side of the courts, and replacement of the fencing. Also incorporated into this project is the conversion of the four (4) light poles at the pool to LED fixtures. This project will be complete by the end of the year, weather permitting.

## Future Fort Smith Goals:

PFS-5 NCR-1.3 FLU-1.4

## Map/Photo:









## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ 58,750 | $ - | $ - | $ - | $ - | $ - | $ 58,750 |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ 1,348,745 | $ - | $ - | $ - | $ - | $ - | $ 1,348,745 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ 1,407,495** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,407,495** |

City of Fort Smith Parks & Recreation Department
Capital Improvement Plan FY27-FY31

**Project Title:** Riverfront Skate and Bike Park Expansion **Project Number:** N/A

## Category:

- [ ] New Development
- [x] Improvement to Existing
- [ ] Public-Private Partnership

## Type:

- [x] New Construction
- [ ] Trails and Greenways
- [x] Infrastructure Improvement
- [ ] Playground Amenity

## Funding:

- [x] 1/8% Sales and Use Tax
- [ ] Private Contribution
- [ ] Grant
- [ ] Other:

If Other:

## Status:

- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

## Location:

Riverfront Skate and Bike Park (121 Riverfront Drive)

## Scope of Work:

FY18: This was a public-private partnership in which the City purchased 3.49 acres of land adjacent to the parking lot at the River Park Events Building to serve as additional parking for the River Park facilities. The private sector funded the construction of the skate and bike park ($600K). The completed project features a pump track, bicycle playground, and skating and biking amenities. These amenities, along with the incorporation of features for beginner, intermediate, and advanced skill levels, offers something for all ages and abilities.

FY31: Plans for future expansion of the Riverfront Skate and Bike Park have been in discussion for several years. Most recently, USA BMX presented the Parks Commission with a proposal to create a BMX course to the east of the skate and bike amenities. This location is favorable because it has an adjacent facility (River Park Events Building), restrooms, and ample parking. In addition to a formal presentation from representatives with USA BMX, the skating/biking community have expressed interests in either improving the existing infrastructure and/or adding amenities to increase the use of this park.

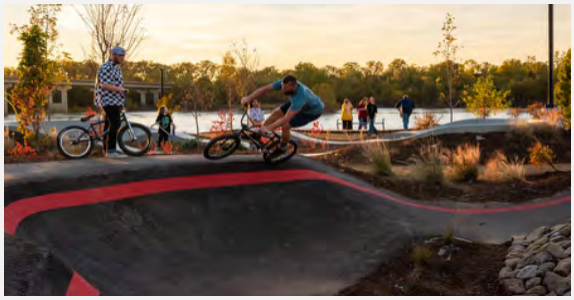
## Future Fort Smith Goals:

FLU-1.4 FLU-1.5 PFS-5 NCR-1

## Map/Photo:









## Cost Summary

| Category | Est. 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|---|
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Land Acquisition | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Construction Cost | $ - | $ - | $ - | $ - | $ - | $ 375,000 | $ 375,000 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Total** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 375,000** | **$ 375,000** |

City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Duane McDonald, Director of Solid Waste Services

**DATE:** October 7, 2026

**SUBJECT:** 10-Year Solid Waste Capital Improvement Plan (CIP) for 2027-2036

## SUMMARY

The Solid Waste Services Department has a long-term vehicle and equipment replacement schedule as recommended by a 2018 cost of service study. In accordance with this schedule and the Department's 2027 CIP budget, we request the following purchases to maintain consistent satisfactory levels of safety, customer service, maintenance costs and employee satisfaction. An updated CIP spreadsheet, and details of each purchase request including a recent quote, specifications, description and photo of the requested item(s), and disposition of the units being replaced, are attached.

The Department's requests for 2027 include:

Residential

1 rear-load 20-yard packer truck for recycling collection, $458,000
2 automated side-load 28-yard packer truck for trash collection, $618,000 each
1 crew-cab pickup truck, $55,000

Commercial

1 front-load 28-yard packer truck, $634,000

Landfill

1 small dozer, $324,000
1 medium dozer, $662,000
1 large articulated dump truck for moving soil and aggregate, $806,000
1 water truck required for dust control, compost processing and fire suppression, $183,000
1 portable light tower for early morning and evening lighting, $16,000
1 diesel air compressor, $30,000
2 side-by-side 4x4 utility task vehicles (UTV) for general landfill use, $36,000 each
1 large dozer remanufacture, which will bring an older unit to like-new condition with warranty coverage, $522,000

Industrial Collections

1 roll-off truck, $280,000
Compactors and compactor containers as needed, $70,000

Capital Construction
New landfill cell construction, including bottom liner and extension of paved all-weather access road, estimated $7,000,000. The current active cell is estimated to be filled by sometime in 2028, and the new cell will need to be ready before then. We expect the next cell to have capacity for 6-8 years of disposal.

Total
The total for all 2027 Solid Waste Services CIP requests is $12,348,000.

Other replacements anticipated on the schedule for this year, including a maintenance lube truck and administration SUV, were deferred based on the good condition of the current assets.

Vehicle and equipment purchases will be made through approved cooperative purchasing contracts (Sourcewell) to ensure we receive the best competitive pricing. Vehicle and equipment purchases will be funded from the Sanitation Equipment Sinking Fund, saved from service revenues for this purpose. The new landfill cell will be funded from the Landfill Construction Fund, saved from landfill revenues for this purpose.

Please contact me should you have any questions or require additional information on these requests.

**ATTACHMENTS**

1. 11-02-26_Item_ID_3167_Resolution_Solid_Waste.pdf
2. 2027 CIP Solid Waste.pdf
3. 10-13-2026 Item ID 3033 Solid Waste Services- 6303-6307.pdf
4. 10-13-2026 Item ID 3033 Solid Waste Services -6305 1.pdf
5. 10-13-2026 Item ID 3033 Solid Waste Services -6305 2.pdf

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION OF THE TEN YEAR (2027-2036) CAPITAL IMPROVEMENT PLAN FOR THE SOLID WASTE SERVICES DEPARTMENT**

---

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:

SECTION 1: The Ten Year (2027-2036) Capital Improvement Plan for the Solid Waste Services Department, incorporated herein by reference, is hereby approved.

SECTION 2: City staff is directed to proceed with implementation of the 2027 Capital Improvement Plan for the Solid Waste Services Department approved by Section 1 hereof.

This Resolution adopted this _____ day of November, 2026.

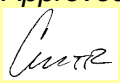
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

*Approved as to Form:*



_____
*No Publication Required*

## SOLID WASTE SERVICES CIP PLAN - EQUIPMENT SINKING FUND

| Equipment Description | Program | Program Code | Current Units | Required Units | Spare Units (Ideal) | Useful Life | Unit Cost | Units by Replacement Year FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | FY2035 | FY2036 | Estimated Cost FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | FY2035 | FY2036 | 10yr Program Totals | Annual Cost based on Useful Life |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SUV (Tahoe replacement) | Administration | 6301 | 1 | 1 | 0 | 10 | $ 45,000 | | | | | 1 | | | | | | | $ - | $ - | $ - | $ - | $ 45,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 45,000 | $ 4,500 |
| Pick Up Truck 4WD Crew Cab | Administration | 6301 | 1 | 1 | 0 | 10 | $ 55,000 | | | | | | 1 | | | | | | $ - | $ - | $ - | $ - | $ - | $ 55,000 | $ - | $ - | $ - | $ - | $ - | $ 55,000 | $ 5,500 |
| **SUBTOTAL** | **ADMINISTRATION** | **6301** | | | | | | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ 45,000 | $ 55,000 | $ - | $ - | $ - | $ - | $ - | $ 100,000 | $ 10,000 |
| Rear Loader Packer 13CY | Residential | 6302 | 2 | 1 | 1 | 10 | $ 400,000 | | | 1 | | | | | 1 | | | | $ - | $ - | $ 400,000 | $ - | $ - | $ - | $ - | $ 400,000 | $ - | $ - | $ - | $ 800,000 | $ 80,000 |
| Rear Loader Packer 20CY | Residential | 6302 | 7 | 8 | 1 | 8 | $ 458,000 | 2 | 1 | | | | | | | 2 | 1 | | $ 916,000 | $ 458,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 916,000 | $ 458,000 | $ - | $ 1,832,000 | $ 229,000 |
| Side Loader Automated Packer 28CY | Residential | 6302 | 10 | 8 | 2 | 8 | $ 618,000 | 1 | 2 | 1 | 2 | 2 | 2 | | | 1 | 2 | 1 | $ 618,000 | $ 1,236,000 | $ 618,000 | $ 1,236,000 | $ 1,236,000 | $ 1,236,000 | $ - | $ - | $ 618,000 | $ 1,236,000 | $ 618,000 | $ 8,034,000 | $ 1,004,250 |
| Knuckleboom Truck | Residential | 6302 | 2 | 1 | 1 | 10 | $ 190,000 | | | | | 1 | | | | 1 | | 1 | $ - | $ - | $ - | $ - | $ 190,000 | $ - | $ - | $ - | $ 190,000 | $ - | $ 190,000 | $ 570,000 | $ 57,000 |
| Box Truck | Residential | 6302 | 1 | 1 | 0 | 10 | $ 160,000 | | | | | | | | | | 1 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 160,000 | $ - | $ 160,000 | $ 16,000 |
| Pick Up Truck 4WD Crew Cab | Residential | 6302 | 3 | 3 | 0 | 10 | $ 55,000 | | 1 | | 1 | | | | | | 1 | | $ - | $ 55,000 | $ - | $ 55,000 | $ - | $ - | $ - | $ - | $ - | $ 55,000 | $ - | $ 165,000 | $ 16,500 |
| **SUBTOTAL** | **RESIDENTIAL** | **6302** | | | | | | | | | | | | | | | | | $ 1,534,000 | $ 1,749,000 | $ 1,018,000 | $ 1,291,000 | $ 1,426,000 | $ 1,236,000 | $ - | $ 400,000 | $ 1,724,000 | $ 1,909,000 | $ 808,000 | $ 11,561,000 | $ 1,402,750 |
| Rear Loader Packer 13CY | Commercial | 6303 | 2 | 1 | 0 | 9 | $ 400,000 | | | | | 1 | | | | | | | $ - | $ - | $ - | $ - | $ 400,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 400,000 | $ 44,444 |
| Rear Loader Packer 25CY | Commercial | 6303 | 3 | 2 | 1 | 7 | $ 469,000 | | | 1 | 1 | | | | 1 | | | | $ - | $ - | $ 469,000 | $ 469,000 | $ - | $ - | $ - | $ - | $ 469,000 | $ - | $ - | $ 1,407,000 | $ 201,000 |
| Front Loader Packer 28CY | Commercial | 6303 | 6 | 4 | 2 | 7 | $ 634,000 | 1 | 1 | | | 1 | | 1 | | | | | $ 634,000 | $ 634,000 | $ - | $ - | $ - | $ 634,000 | $ - | $ - | $ 634,000 | $ - | $ - | $ 1,902,000 | $ 271,714 |
| Bin Delivery Truck | Commercial | 6303 | 2 | 1 | 1 | 10 | $ 100,000 | | | | | | | | | | 1 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 100,000 | $ - | $ 100,000 | $ 10,000 |
| Pick Up Truck 4WD Crew Cab | Commercial | 6303 | 2 | 2 | 0 | 10 | $ 34,000 | | | | 1 | | | | 1 | | | | $ - | $ - | $ - | $ - | $ - | $ 34,000 | $ - | $ - | $ - | $ - | $ - | $ 68,000 | $ 6,800 |
| **SUBTOTAL** | **COMMERCIAL** | **6303** | | | | | | | | | | | | | | | | | $ 634,000 | $ 634,000 | $ 469,000 | $ 503,000 | $ 1,034,000 | $ - | $ 634,000 | $ 503,000 | $ - | $ 100,000 | $ - | $ 3,877,000 | $ 533,959 |
| Service Truck | Maintenance | 6304 | 2 | 2 | 0 | 10 | $ 215,000 | | | 1 | | | | | | | 1 | | $ - | $ - | $ 215,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 215,000 | $ - | $ 430,000 | $ 43,000 |
| Larger Service Truck | Maintenance | 6304 | 1 | 1 | 0 | 10 | $ 341,000 | | | | | | 1 | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ 341,000 | $ - | $ - | $ - | $ - | $ 341,000 | $ 34,100 |
| Lube Truck | Maintenance | 6304 | 1 | 1 | 0 | 7 | $ 341,000 | | | | 1 | | 1 | | | | | | $ - | $ - | $ - | $ 341,000 | $ - | $ - | $ 341,000 | $ - | $ - | $ - | $ - | $ 682,000 | $ 97,429 |
| Pick Up Truck 4WD Crew Cab | Maintenance | 6304 | 3 | 3 | 0 | 10 | $ 34,000 | | | 1 | 1 | | 1 | | | | | | $ - | $ - | $ 34,000 | $ 34,000 | $ - | $ - | $ 34,000 | $ - | $ - | $ - | $ - | $ 102,000 | $ 10,200 |
| Side by Side UTV | Maintenance | 6304 | 1 | 1 | 0 | 10 | $ 20,310 | | | | | | 1 | | | | | | $ - | $ - | $ - | $ - | $ - | $ 20,310 | $ - | $ - | $ - | $ - | $ - | $ 20,310 | $ 2,031 |
| Commercial Mower | Maintenance | 6304 | 2 | 2 | 0 | 7 | $ 30,000 | | | | | | | | | 1 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 30,000 | $ - | $ - | $ 30,000 | $ 4,286 |
| Backhoe | Maintenance | 6304 | 1 | 1 | 0 | 15 | $ 100,000 | | | | | | | | | | | 1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 100,000 | $ 100,000 | $ 6,667 |
| Fork Lift (Telehandler) | Maintenance | 6304 | 1 | 1 | 0 | 15 | $ 130,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Street Sweeper w/magnet | Maintenance | 6304 | 1 | 1 | 0 | 20 | $ 121,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Electromagnet Trailer | Maintenance | 6304 | 1 | 1 | 0 | 10 | $ 50,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **SUBTOTAL** | **MAINTENANCE** | **6304** | | | | | | | | | | | | | | | | | $ - | $ - | $ 249,000 | $ 375,000 | $ - | $ 20,310 | $ 716,000 | $ - | $ 30,000 | $ 215,000 | $ 100,000 | $ 1,705,310 | $ 197,712 |
| Bulldozer small | Landfill | 6305 | 1 | 1 | 0 | 5 | $ 324,000 | | 1 | | | | | 1 | | | | 1 | $ - | $ 324,000 | $ - | $ - | $ - | $ - | $ - | $ 324,000 | $ - | $ - | $ - | $ 972,000 | $ 194,400 |
| Bulldozer medium | Landfill | 6305 | 2 | 1 | 1 | 3 | $ 662,000 | | 1 | | | | | | | | | | $ - | $ 662,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | | $ 662,000 | $ 220,667 |
| Bulldozer large | Landfill | 6305 | 3 | 1 | 1 | 3 | $ 1,200,000 | 1 | | | | 1 | | | | 1 | | | $ 1,200,000 | $ - | $ - | $ - | $ 1,200,000 | $ - | $ - | $ - | $ 1,200,000 | $ - | $ - | $ 2,400,000 | $ 800,000 |
| Landfill Compactor | Landfill | 6305 | 3 | 1 | 1 | 5 | $ 1,350,000 | | | 1 | | | | | | 1 | | | $ - | $ - | $ 1,350,000 | $ - | $ - | $ - | $ - | $ 1,350,000 | $ - | $ - | $ - | $ 2,700,000 | $ 540,000 |
| Excavator | Landfill | 6305 | 2 | 1 | 1 | 7 | $ 750,000 | 1 | | 1 | | | | | | 1 | | 1 | $ 750,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 750,000 | $ - | $ - | $ 750,000 | $ 2,250,000 | $ 321,429 |
| Articulating Dump Truck (Small) | Landfill | 6305 | 1 | 1 | 0 | 7 | $ 580,000 | | | | | | | | | | | | | $ - | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - |
| Articulating Dump Truck (Large) | Landfill | 6305 | 2 | 1 | 1 | 7 | $ 806,000 | | 1 | | 1 | | | | | 1 | | 1 | $ - | $ 806,000 | $ - | $ 806,000 | $ - | $ - | $ - | $ - | $ 806,000 | $ - | $ 806,000 | $ 3,224,000 | $ 460,571 |
| Used Dirt Compactor | Landfill | 6305 | 1 | 1 | 0 | 14 | $ 110,000 | | | | | | 1 | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ 110,000 | $ - | $ - | $ - | $ - | $ 110,000 | $ 7,857 |
| Water Truck | Landfill | 6305 | 1 | 1 | 0 | 10 | $ 183,000 | | 1 | | | | | | | | | 1 | $ - | $ 183,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 183,000 | $ 366,000 | $ 36,600 |
| Fuel Truck | Landfill | 6305 | 1 | 1 | 0 | 15 | $ 170,500 | | | | 1 | | | | | | | | $ - | $ - | $ - | $ 170,500 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 170,500 | $ 11,367 |
| Motor Grader | Landfill | 6305 | 1 | 1 | 0 | 20 | $ 400,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Backhoe | Landfill | 6305 | 1 | 1 | 0 | 8 | $ 137,000 | | | | | | | 1 | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 137,000 | $ - | $ - | $ - | $ 137,000 | $ 17,125 |
| Wheeled Loader | Landfill | 6305 | 1 | 1 | 0 | 10 | $ 250,000 | | | | | | | | | 1 | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 250,000 | $ - | $ - | $ 250,000 | $ 25,000 |
| Skid Loader | Landfill | 6305 | 2 | 2 | 0 | 10 | $ 105,000 | 1 | | | | 1 | | | | | | 1 | $ 105,000 | $ - | $ - | $ - | $ 105,000 | $ - | $ - | $ - | $ - | $ - | $ 105,000 | $ 210,000 | $ 21,000 |
| Farm Tractor w/Bush Hog | Landfill | 6305 | 1 | 1 | 0 | 15 | $ 78,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Flex Wing Rotary Cutter | Landfill | 6305 | 1 | 1 | 0 | 15 | $ 35,000 | | | | 1 | | | | | | | | $ - | $ - | $ - | $ 35,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 35,000 | $ 2,333 |
| Starscreener | Landfill | 6305 | 1 | 1 | 0 | 17 | $ 788,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Windrow Turner | Landfill | 6305 | 1 | 1 | 0 | 17 | $ 835,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Compost Grinder | Landfill | 6305 | 1 | 1 | 0 | 10 | $ 864,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Light Tower, Portable | Landfill | 6305 | 2 | 2 | 0 | 20 | $ 16,000 | | 1 | | | | | | | | | | $ - | $ 16,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 16,000 | $ 800 |
| Trash Water Pump | Landfill | 6305 | 1 | 1 | 0 | 20 | $ 33,000 | | | | | | 1 | | | | | | $ - | $ - | $ - | $ - | $ - | $ 33,000 | $ - | $ - | $ - | $ - | $ - | $ 33,000 | $ 1,650 |
| Air Compresser - Diesel | Landfill | 6305 | 1 | 1 | 0 | 10 | $ 30,000 | | 1 | | | | | | | | | | $ - | $ 30,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 30,000 | $ 3,000 |
| Pick Up Truck - Crew Cab 4WD | Landfill | 6305 | 3 | 3 | 0 | 7 | $ 50,000 | 1 | | | 1 | | | 1 | 1 | | | 1 | $ 50,000 | $ - | $ - | $ 50,000 | $ - | $ - | $ 50,000 | $ 50,000 | $ - | $ - | $ 50,000 | $ 200,000 | $ 28,571 |
| Side by Side UTV | Landfill | 6305 | 4 | 4 | 0 | 4 | $ 36,000 | | 2 | | 2 | | | | | | | | $ - | $ 72,000 | $ - | $ 72,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 144,000 | $ 36,000 |
| Skid Steer w/brush hog attachment | Landfill | 6305 | 1 | 1 | 0 | 7 | $ 150,000 | | | | | | 1 | | | | | | $ - | $ - | $ - | $ - | $ - | $ 150,000 | $ - | $ - | $ - | $ - | $ - | $ 150,000 | $ 21,429 |
| Enviro-Cover 700 Tarp Deployer | Landfill | 6305 | 1 | 1 | 0 | 10 | $ 97,691 | | | | | 1 | | | | | | | $ - | $ - | $ - | $ - | $ 97,691 | $ - | $ - | $ - | $ - | $ - | $ - | $ 97,691 | $ 9,769 |
| Bulldozer large - remanufacture | Landfill | 6305 | 0 | 1 | 0 | 4 | $ 522,000 | | 1 | | | | | | | | | | $ - | $ 522,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 522,000 | $ 130,500 |
| **SUBTOTAL** | **LANDFILL** | **6305** | | | | | | | | | | | | | | | | | $ 2,105,000 | $ 2,615,000 | $ 2,100,000 | $ 1,133,500 | $ 1,402,691 | $ 183,000 | $ 621,000 | $ 3,350,000 | $ 1,056,000 | $ 750,000 | $ 1,468,000 | $ 14,679,191 | $ 2,759,568 |
| Roll-Off Truck | Industrial | 6307 | 10 | 10 | 2 | 12 | $ 280,000 | 1 | 1 | | 1 | 1 | 2 | | 2 | | 2 | | $ 280,000 | $ 280,000 | $ - | $ 280,000 | $ 280,000 | $ 560,000 | $ - | $ 560,000 | $ - | $ 560,000 | $ - | $ 2,520,000 | $ 210,000 |
| Compactors and Containers, various | Industrial | 6307 | | | | 10 | $ 70,000 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 700,000 | $ 70,000 |
| **SUBTOTAL** | **INDUSTRIAL** | **6307** | | | | | | | | | | | | | | | | | $ 350,000 | $ 350,000 | $ 70,000 | $ 350,000 | $ 350,000 | $ 630,000 | $ 70,000 | $ 630,000 | $ 70,000 | $ 630,000 | $ 70,000 | $ 3,220,000 | $ 280,000 |
| **EQUIPMENT SUBTOTAL** | | | | | | | | | | | | | | | | | | | $ 4,623,000 | $ 5,348,000 | $ 3,906,000 | $ 3,652,500 | $ 4,257,691 | $ 2,124,310 | $ 2,041,000 | $ 4,883,000 | $ 2,880,000 | $ 3,604,000 | $ 2,446,000 | $ 35,142,501 | **$ 5,183,989** |
| New Cell Construction (A-6, B-1, etc) | Landfill | 6305 | | | | 6 | $ 7,000,000 | | 1 | | | | | | | | | | $ - | $ 7,000,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 200,000 | $ - | $ 7,200,000 | $ 1,200,000 |
| Closure of Phase A N & NW Slopes & Top Deck (54 acres) | Landfill | 6305 | | | | 30 | $ 12,250,000 | | | | 0.5 | 0.5 | | | | | | | $ - | $ - | $ - | $ 6,125,000 | $ 6,125,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 12,250,000 | $ 408,333 |
| Drive Through Truck Wash Bay | Fleet Maintenance | 6304 | | | | 20 | | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Administration Bldg. Expansion | Bldg Maintenance | 6304 | | | | 20 | $ 1,000,000 | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Collections Routing System | Residential | 6302 | | | | 5 | $ 200,000 | 1 | | | | | | | | | | | $ 200,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | | $ - | $ - |
| Scale Operating System | Administration | 6301 | | | | 5 | $ 200,000 | 1 | | | | | | | | | | | $ 200,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | | $ - | $ - |
| | | | | | | | | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | | $ - | $ - |
| **CAPITAL SUBTOTAL** | | | | | | | | | | | | | | | | | | | $ 400,000 | $ 7,000,000 | $ - | $ 6,125,000 | $ 6,125,000 | $ - | $ - | $ - | $ - | $ 200,000 | $ - | $ 19,450,000 | **$ 1,608,333** |
| **DEPARTMENT TOTALS** | | | | | | | | | | | | | | | | | | | **$ 5,023,000** | **$ 12,348,000** | **$ 3,906,000** | **$ 9,777,500** | **$ 10,382,691** | **$ 2,124,310** | **$ 2,041,000** | **$ 4,883,000** | **$ 2,880,000** | **$ 3,804,000** | **$ 2,446,000** | **$ 54,592,501** | **$ 6,792,322** |

City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Dustin Bradshaw, Commercial & Industrial Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** 9-24-26

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

Description of requested purchase: 1 (one) Autocar ACX64 with Heil Half Pack Front Load CNG Collection Vehicle.

Purchase cost: $603,013

Purpose of the requested item: Required to provide commercial and recycling collection services.

Replacement or addition: Replacement

Justification for replacement or addition: Asset 084 has reached the end of its useful life.

Description of the unit(s) being replaced: Asset 084 is a 2013 Mack MRU613 Serial #1M2AV02CXDM010428 with 169,942 miles and a lifetime repair cost of $267,112.

Disposition of the unit(s) being replaced: Asset 084 will be auctioned.

Respectfully,

Dustin Bradshaw

RIVER CITY HYDRAULICS
RCH
SINCE 1982

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

# Purchase Agreement

| Date | Estimate # |
|---|---|
| 8/31/2026 | 33731 |

| Name / Address | Ship To |
|---|---|
| City of Fort Smith Sanitation Department<br>5900 Commerce Road<br>Ft. Smith, AR 72916 | City of Fort Smith Sanitation Department<br>5900 Commerce Road<br>Ft. Smith, AR 72916 |

PRICE IS VALID FOR 5 BUSINESS DAYS

| P.O. No. | Terms | Rep | Unit Number | Serial Number | VIN |
|---|---|---|---|---|---|
| | Due on receipt | RM | | | |

| Item | Description | Qty | U/M | Rate | Total |
|---|---|---|---|---|---|
| HEIL HALF/PA... | HALF/PACK COMMERCIAL 28 YARD FRONT LOADER MOUNTED ON NEW AND UNUSED AUTOCAR ACX64 CHASSIS | 1 | ea | 586,503.52 | 586,503.52 |
| SOURCEWELL... | SOURCEWELL DISCOUNT<br>FULL FACTORY MOUNT<br>RODENT RESISTANT LOOM<br>BODY SUMP W/ CURBSIDE DRAIN VALVE<br>SERVICE HOIST KIT<br>LEFT HAND DUAL AXIS JOYSTICK<br>FRONT MOUNT VANE PUMP<br>HEAVY DUTY FORK<br>MULTI-FUNCTION LED STROBE / TURN LAMPS<br>WHELEN STROBE LIGHTS KIT<br>BODY SIDE BACKING ASSIST LIGHTS<br>DUAL CAB MOUNTED OVAL LED STROBES<br>CAB SHIELD MOUNTED HOPPER FFACING LIGHT<br>UPGRADED BASE 3RD EYE CAMERA SYSTEM W/ 12" MONITOR<br>360 VIEW W/ 3RD EYE DIGITAL INCLUDING WINDOW UNIT AND INCLINOMETER FOR PSV CAPABILITY<br>REAR CAMERA<br>HOPPER CAMERA | 1 | | -12,204.40 | -12,204.40 |

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

RIVER CITY HYDRAULICS
RCH
SINCE 1982

River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

# Purchase Agreement

| Date | Estimate # |
|---|---|
| 8/31/2026 | 33731 |

| Name / Address | Ship To |
|---|---|
| City of Fort Smith Sanitation Department<br>5900 Commerce Road<br>Ft. Smith, AR 72916 | City of Fort Smith Sanitation Department<br>5900 Commerce Road<br>Ft. Smith, AR 72916 |

PRICE IS VALID FOR 5 BUSINESS DAYS

| P.O. No. | Terms | Rep | Unit Number | Serial Number | VIN |
|---|---|---|---|---|---|
| | Due on receipt | RM | | | |

| Item | Description | Qty | U/M | Rate | Total |
|---|---|---|---|---|---|
| | LH CAB CAMERA<br>RH CAB CAMERA<br>BOLT ON FENDER EXTENSIONS<br>STEEL 24"x18"x18" ICC BUMPER MOUNTED TOOLBOX<br>EXPANDED METAL FRONT HEAD<br>BROOM AND SHOVEL KIT MOUNTED UNDERBODY<br>SLIDING STEEL TOP DOOR<br>UNIVERSAL STEEL FRAME CAB PROTECTOR<br>MANUAL LATCH CAB SHIELD<br>CURBSIDE BODY MOUNTED STEEL ROOF ACCESS LADDER<br>FALL PROTECTION KIT<br>REMOTE BUMPER FILL PORT<br>TAILGATE MOUNTED 75 DGE CNrG SYSTEM<br>CUSTOM PAINT - 819283EX FORT SMITH BLUE<br>REAR CAUTION DECAL<br><br>CITY OF FORT SMITH SOURCEWELL # 203203<br>HEIL SOURCEWELL # 110223-THC | | | | |

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

| | |
|---|---|
| **Subtotal** | $574,299.12 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $574,299.12 |

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____


HEIL
HEIL

City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Dustin Bradshaw, Commercial & Industrial Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** 9-24-26

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

Description of requested purchase: 1 (one) Western Star 47X with Galfab Hoist Rolloff Collection Vehicle.

Purchase cost: $266,030

Purpose of the requested item: Required to provide industrial collection services.

Replacement or addition: Replacement

Justification for replacement or addition: Asset 038 has reached the end of its useful life as a main line collection vehicle.

Description of the unit(s) being replaced: Asset 038 is a 2010 Mack GU613 Serial #1M2AX04C6BM009510 with 262,081 miles and a lifetime repair cost of $137,044.

Disposition of the unit(s) being replaced: Asset 038 will be transferred to the landfill to replace asset 612 as a spare. Asset 612 will be auctioned.

Respectfully,

Dustin Bradshaw

**Prepared for:**
Terry Rankin
FORT SMITH CITY OF
5900 Commerce Rd
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Phone: 479.788.4144

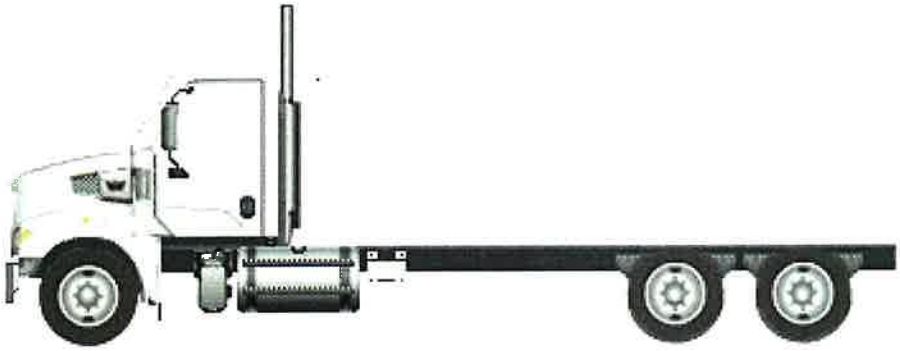
**Prepared by:**
Jacob Brake
DOGGETT FREIGHTLINER OF ARKANSAS
129 ACCESS RD.
VAN BUREN, AR 72956
Phone: 479.721.1542

*A proposal for*
***FORT SMITH CITY OF***

*Prepared by*
***DOGGETT FREIGHTLINER OF ARKANSAS***
*Jacob Brake*

*Sep 03, 2026*

# Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

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# SPECIFICATION PROPOSAL

| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| **Price Level** | | | | |
| PRL-31X | WST 47X/49X PRL-31X (EFF:MY28 ORDERS) | | | STD |
| **Data Version** | | | | |
| DRL-003 | SPECPRO21 DATA RELEASE VER 003 | | | N/C |
| **Vehicle Configuration** | | | | |
| 001-470 | WESTERN STAR 47X | 9,050 | 6,525 | $226,265.00 |
| 004-228 | 2028 MODEL YEAR SPECIFIED | | | STD |
| 002-003 | SET FORWARD AXLE - TRUCK | -480 | 480 | N/C |
| 019-004 | STRAIGHT TRUCK PROVISION, NON-TOWING | | | STD |
| 003-001 | LH PRIMARY STEERING LOCATION | | | STD |
| **General Service** | | | | |
| AA1-002 | TRUCK CONFIGURATION | | | STD |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | | STD |
| 99D-027 | EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR) | | | STD |
| A85-001 | REFUSE SERVICE | | | N/C |
| A84-1GM | GOVERNMENT BUSINESS SEGMENT | | | N/C |
| AA4-003 | DRY BULK COMMODITY | | | N/C |
| AA5-002 | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS | | | STD |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | | STD |
| AB5-001 | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | | STD |
| 995-1A5 | WESTERN STAR VOCATIONAL WARRANTY | | | STD |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs | | | |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs | | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs | | | |

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| **Truck Service** | | | | |
| AA3-010 | ROLL OFF/ROLL ON BODY | | | N/C |
| AF3-255 | GALFAB | | | N/C |
| **Engine** | | | | |
| 101-26U | CUM X12 380V HP @ 1900 RPM, 1450 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC | -390 | -45 | ($1,735.00) |
| **Electronic Parameters** | | | | |
| 79A-073 | 73 MPH ROAD SPEED LIMIT | | | N/C |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT | | | N/C |
| 80J-002 | REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | | N/C |
| 80N-001 | MAXIMUM ENGINE RPM = 1500 ON VSS FAILURE | | | N/C |
| 80Z-998 | NO AUTOMATIC ENGINE SHUTDOWN - GHG | | | STD |
| **Engine Equipment** | | | | |
| 99C-024 | EPA 2010/GHG 2024 CONFIGURATION | | | N/C |
| 13E-001 | STANDARD OIL PAN | | | N/C |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL | | | STD |
| 014-116 | SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER | | | STD |
| 124-1D7 | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | -10 | | N/C |
| 292-222 | (3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES | | | STD |
| 290-1CD | BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL | -50 | 10 | $800.00 |
| 282-003 | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB | | | N/C |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | | STD |
| 289-020 | UNPOLISHED ALUMINUM WST BATTERY BOX COVER | | | N/C |
| 293-058 | NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT | 2 | | $265.00 |
| 295-029 | POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | | $145.00 |
| 306-015 | PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS | 2 | | STD |

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| 107-048 | CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | | N/C |
| 152-041 | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | | STD |
| 128-004 | CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE | | | N/C |
| 016-1C2 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | | | STD |
| 28F-015 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH | | | STD |
| 239-038 | 11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT | | | STD |
| 237-1CR | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP | | | STD |
| 23U-002 | 13 GALLON DIESEL EXHAUST FLUID TANK | 9 | 3 | ($125.00) |
| 23Z-005 | UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER | | | STD |
| 43X-001 | LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | | STD |
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP | | | STD |
| 242-049 | PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILPIPE SHIELD WITH WESTERN STAR LOGO | | | $45.00 |
| 273-058 | AIR POWERED ON/OFF ENGINE FAN CLUTCH | | | N/C |
| 276-001 | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED | | | STD |
| 122-1H3 | DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR | 10 | | N/C |
| 110-003 | CUMMINS SPIN ON FUEL FILTER | | | N/C |
| 118-001 | FULL FLOW OIL FILTER | | | STD |
| 266-107 | 1400 SQUARE INCH VOCATIONAL RADIATOR | | | STD |
| 103-039 | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT | | | STD |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | | STD |
| 261-001 | STANDARD CHARGE AIR COOLER PLUMBING | | | STD |
| 270-016 | RADIATOR DRAIN VALVE | | | N/C |
| 168-002 | LOWER RADIATOR GUARD | | | STD |

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|---|---|---|---|---|
| 155-055 | DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH | -45 | | N/C |
| **Transmission** | | | | |
| 342-1M1 | ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | | | ($1,265.00) |
| **Transmission Equipment** | | | | |
| 343-312 | ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS | | | N/C |
| 84B-013 | ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | | N/C |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | | STD |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | | STD |
| 84E-000 | PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84F-000 | SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84G-000 | PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84H-000 | SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 353-073 | QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP | | | ($65.00) |
| 34C-011 | ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR | | | $95.00 |
| 341-018 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN | | | STD |
| 345-078 | HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED | | | STD |
| 370-006 | WATER TO OIL TRANSMISSION COOLER | | | STD |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | | STD |
| 35T-001 | ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID | | | STD |

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| **PTO Equipment and Parameters** | | | | |
| 372-123 | PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE | | | STD |
| 362-2JT | CUSTOMER INSTALLED CHELSEA 281 SERIES PTO | | | STD |
| 363-001 | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF | | | STD |
| 87L-003 | ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS | | | $35.00 |
| 80S-002 | PTO 1, DASH SWITCH, ROLLING OPERATION (ENGAGE WHILE PARKED, ROLL IN NEUTRAL AFTER ENGAGEMENT) | | | N/C |
| 80V-002 | ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION | | | N/C |
| 80G-015 | PTO MINIMUM RPM - 800 | | | N/C |
| 79P-007 | PTO RPM WITH CRUISE SET SWITCH - 1100 RPM | | | N/C |
| 79W-024 | CRUISE CONTROL BUTTON PTO CONTROL | | | N/C |
| 79X-005 | PTO SPEED 1 SETTING - 900 RPM | | | N/C |
| 79Y-002 | PTO SPEED 2 SETTING - 1000 RPM | | | N/C |
| 79Z-016 | PTO SPEED 3 SETTING - 1100 RPM | | | N/C |
| 79K-008 | PTO MODE ENGINE RPM LIMIT - 1150 RPM | | | N/C |
| 79M-002 | PTO ENGINE SPEED CONTROL DEACTIVATED BY SERVICE BRAKE LIGHTLY APPLIED OR PARK BRAKE RELEASED (STATIONARY APPLICATIONS) | | | N/C |
| 79L-016 | PTO MODE THROTTLE OVERRIDE - LIMIT TO 1500 RPM | | | N/C |
| 79S-003 | PTO MODE CANCEL VEHICLE SPEED - 7 MPH | | | N/C |
| 79U-004 | PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND | | | N/C |
| 85E-007 | MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 800 RPM | | | N/C |
| **Front Axle and Equipment** | | | | |
| 400-1BB | DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE | 190 | | $2,000.00 |
| 418-058 | CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS | | | ($620.00) |
| 402-030 | MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | 10 | | ($410.00) |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING | | | STD |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS | | | $336.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 427-998 | NO FRONT BRAKE DUST SHIELDS | | | ($75.00) |
| 409-006 | FRONT OIL SEALS | | | STD |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | | STD |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS | | | $115.00 |
| 536-104 | DUAL POWER STEERING GEARS, BENDIX 16-20K | 80 | | $1,542.00 |
| 534-003 | 4 QUART POWER STEERING RESERVOIR | 5 | | N/C |
| 533-001 | OIL/AIR POWER STEERING COOLER | 5 | | N/C |
| 40T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE | | | STD |
| **Front Suspension** | | | | |
| 620-025 | 20,000# TAPERLEAF FRONT SUSPENSION | 145 | | $748.00 |
| 619-005 | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION | | | STD |
| 410-001 | FRONT SHOCK ABSORBERS | | | STD |
| **Rear Axle and Equipment** | | | | |
| 420-103 | MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE | | 470 | $3,061.00 |
| 450-058 | CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS | | | ($1,339.00) |
| 421-430 | 4.30 REAR AXLE RATIO | | | N/C |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | | STD |
| 386-094 | RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES | 20 | 20 | $371.00 |
| 388-039 | RPL20 MERITOR INTERAXLE DRIVELINE | | | STD |
| 452-006 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES | | 30 | $1,317.00 |
| 878-023 | (1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE | | | N/C |
| 87A-015 | INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH ENGAGE <30MPH;DISENGAGE>50MPH | | | N/C |
| 87B-014 | INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH | | | N/C |
| 423-020 | MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | | ($937.00) |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | | STD |

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| 434-003 | STANDARD BRAKE CHAMBER LOCATION | | | STD |
| 451-023 | CONMET CAST IRON REAR BRAKE DRUMS | | | $670.00 |
| 425-002 | REAR BRAKE DUST SHIELDS | | 10 | ($25.00) |
| 440-006 | REAR OIL SEALS | | | STD |
| 426-101 | WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS | | | ($128.00) |
| 428-003 | HALDEX AUTOMATIC REAR SLACK ADJUSTERS | | | $344.00 |
| 41T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE | | | STD |
| 42T-001 | STANDARD REAR AXLE BREATHER(S) | | | STD |
| **Rear Suspension** | | | | |
| 622-1CJ | HENDRICKSON RT463 @46,000# REAR SUSPENSION | | 780 | $4,255.00 |
| 621-111 | 10.8 INCH NOMINAL RIDE HEIGHT (490MM GLOBAL REFERENCE HEIGHT) | | | N/C |
| 431-001 | STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | | N/C |
| 624-011 | 52 INCH AXLE SPACING | | -20 | N/C |
| 628-004 | STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS | | | $162.00 |
| 623-006 | FORE/AFT AND TRANSVERSE CONTROL RODS | | 100 | $566.00 |
| 439-998 | NO REAR SHOCK ABSORBERS | | -30 | N/C |
| **Pusher / Tag Equipment** | | | | |
| 429-998 | NO PUSHER/TAG BRAKE DUST SHIELDS | | | STD |
| **Brake System** | | | | |
| 490-1AU | WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH | | | ($225.00) |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | | STD |
| 46E-001 | STANDARD AIR MANAGEMENT UNIT | | | STD |
| 432-003 | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE | | | STD |
| 480-088 | WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER | | | STD |
| 483-004 | WABCO OIL COALESCING FILTER FOR AIR DRYER | | | STD |
| 479-003 | AIR DRYER MOUNTED INBOARD ON LH RAIL | | | N/C |
| 460-001 | STEEL AIR BRAKE RESERVOIRS | | | STD |
| 477-001 | PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS | | | ($30.00) |

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| **Trailer Connections** | | | | |
| 919-063 | (1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB | | | $210.00 |
| 310-998 | NO TRAILER ELECTRICAL CABLE | -10 | | STD |
| **Wheelbase & Frame** | | | | |
| 545-159 | 6890MM (271 INCH) WHEELBASE, SFA ONLY | | | N/C |
| 546-106 | 13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI | 810 | 360 | $2,000.00 |
| 547-037 | 0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT | 250 | 575 | $2,750.00 |
| 552-012 | 1450MM (57 INCH) REAR FRAME OVERHANG | | | N/C |
| 55W-005 | FRAME OVERHANG RANGE: 51 INCH TO 60 INCH | -30 | 40 | N/C |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 189.76 in | | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 357.17 in | | | |
| ZF1-99D | FRAME HEIGHT TOP FRONT UNLADEN : 46.23 in | | | |
| ZF2-99D | FRAME HEIGHT TOP FRONT LADEN : 42.68 in | | | |
| ZF3-99D | FRAME HEIGHT TOP REAR UNLADEN : 44.55 in | | | |
| ZF4-99D | FRAME HEIGHT TOP REAR LADEN : 42.16 in | | | |
| 553-001 | SQUARE END OF FRAME | | | STD |
| 559-001 | STANDARD WEIGHT ENGINE CROSSMEMBER | | | STD |
| 561-001 | STANDARD CROSSMEMBER BACK OF TRANSMISSION | | | $385.00 |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) | 10 | 10 | $365.00 |
| 572-001 | STANDARD REARMOST CROSSMEMBER | | | $395.00 |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER | | | N/C |
| 568-001 | STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER | | | $500.00 |
| **Chassis Equipment** | | | | |
| 025-001 | UNPOLISHED ALUMINUM WST EQUIPMENT COVERS | | | STD |
| 556-141 | POLISHED ALUMINUM 1/4 INCH VOCATIONAL BUMPER | -10 | | ($295.00) |
| 586-015 | FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS | | | STD |
| 558-070 | REMOVABLE FRONT TOW/RECOVERY DEVICE,STORED ON CHASSIS FRAME | | | STD |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 551-034 | CLASS 10.9 THREADED METRIC FASTENERS | | | STD |
| 44Z-002 | EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE | | | STD |
| 924-007 | UPFIT ROUTING AND CLIPPING BRACKET, LH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS | | | $170.00 |
| 928-007 | UPFIT ROUTING AND CLIPPING BRACKET, RH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS | | | $150.00 |
| **Fuel Tanks** | | | | |
| 204-156 | 100 GALLON/378 LITER ALUMINUM FUEL TANK - LH | 10 | 10 | $525.00 |
| 218-006 | 25 INCH DIAMETER FUEL TANK(S) | | | STD |
| 215-006 | POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS | | | $440.00 |
| 212-007 | FUEL TANK(S) FORWARD | | | STD |
| 664-002 | POLISHED STEP FINISH | | | $155.00 |
| 205-002 | CHROME FUEL TANK CAP(S) | | | $25.00 |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | | STD |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | | STD |
| **Tires** | | | | |
| 093-1YU | CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES | 100 | | $970.00 |
| 094-2M4 | CONTINENTAL HDR 5 EP 11R22.5 16 PLY RADIAL REAR TIRES | | 160 | $920.00 |
| **Wheels** | | | | |
| 502-355 | ACCURIDE 41012 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS | -38 | | $200.00 |
| 505-1BH | ACCURIDE 29169 22.5X8.25 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS | | 88 | ($2,080.00) |
| 496-011 | FRONT WHEEL MOUNTING NUTS | | | STD |
| 497-011 | REAR WHEEL MOUNTING NUTS | | | STD |
| **Cab Exterior** | | | | |
| 829-053 | 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB | | | STD |
| 82A-028 | STAINLESS STEEL CAB ACCENT MOLDING | | | STD |
| 667-001 | FRONT FENDERS | | | STD |
| 754-017 | BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS | 10 | | $315.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 678-066 | INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES | | | STD |
| 65X-010 | BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS | | | STD |
| 640-016 | X-SERIES STEEL REINFORCED ALUMINUM CAB | | | STD |
| 644-048 | X-SERIES VOCATIONAL HOOD | | | STD |
| 67U-001 | HOOD OPENING ASSIST WITH LOCKING STRUT | | | STD |
| 652-016 | WESTERN STAR NAMEPLATES | | | STD |
| 727-012 | DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS | | | STD |
| 726-001 | SINGLE ELECTRIC HORN | | | STD |
| 650-008 | AIR CAB MOUNTING | | | STD |
| 312-095 | DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM | | | STD |
| 302-073 | VISOR MOUNTED LED MARKER LIGHTS | | | $5.00 |
| 311-001 | DAYTIME RUNNING LIGHTS | | | STD |
| 294-115 | OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO 7 FEET BEYOND END OF FRAME | | -5 | ($235.00) |
| 300-043 | LED SIDE TURN SIGNAL | | | STD |
| 744-105 | C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BRIGHT C-BAR | 20 | | $25.00 |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | | STD |
| 743-209 | LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS | | | STD |
| 74A-001 | RH DOWN VIEW MIRROR | | | STD |
| 729-001 | STANDARD SIDE/REAR REFLECTORS | | | STD |
| 677-098 | UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER | | | STD |
| 275-061 | PARK BRAKE REMINDER WARNING SYSTEM | | | $3.00 |
| 764-020 | STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS | 16 | | $538.00 |
| 768-064 | SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH | -10 | | STD |
| 663-019 | 1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD | | | STD |
| 659-006 | 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR | | | ($20.00) |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| **Cab Interior** | | | | |
| 055-015 | X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE | | | STD |
| 707-1CW | QUARRY GRAY VINYL BASE LEVEL INTERIOR | | | N/C |
| 70K-016 | CARBON WITH BASE BLACK ACCENT | | | STD |
| 772-035 | BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION | | | $126.00 |
| 785-032 | (1) DASH MOUNTED POWER OUTLET AND (1) DUAL USB-C CHARGING OUTPUT | | | $35.00 |
| 691-001 | FORWARD ROOF MOUNTED CONSOLE | | | STD |
| 693-019 | LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS | | | STD |
| 741-015 | (2) COAT HOOKS ON BACKWALL OF CAB | | | STD |
| 745-998 | NO UPPER BUNK | -50 | -50 | STD |
| 738-021 | DIGITAL ALARM CLOCK IN DRIVER DISPLAY | | | STD |
| 170-015 | STANDARD HEATER PLUMBING | | | STD |
| 698-001 | RADIATOR MOUNTED AIR CONDITIONER CONDENSER | | | STD |
| 739-034 | PREMIUM INSULATION | | | $83.00 |
| 324-1B2 | PREMIUM LED CAB LIGHTING | | | $25.00 |
| 787-004 | REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS | 2 | | STD |
| 657-113 | ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1445 | | | $43.00 |
| 78G-004 | KEY QUANTITY OF 4 | | | $20.00 |
| 655-028 | LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION | | | STD |
| 64C-003 | BLACK DOOR HANDLES | | | STD |
| 740-998 | NO MATTRESS | -20 | -15 | STD |
| 722-028 | TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB | 10 | | $24.00 |
| 756-1J6 | PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK | 20 | | $25.00 |
| 760-1J4 | BASIC 2.0 HIGH BACK NON SUSPENSION PASSENGER SEAT | | | ($505.00) |
| 757-001 | BLACK SUSPENSION COVER FOR AIR DRIVER SEAT | 2 | | $20.00 |
| 759-002 | INBOARD DRIVER AND PASSENGER SEAT ARMRESTS | 4 | | N/C |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 758-136 | GRAY MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO | | | N/C |
| 761-136 | GRAY MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO | | | N/C |
| 763-1AE | 3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING PASSENGER SEAT BELTS WITH DRIVER STATUS INDICATOR LIGHT AND AUDIBLE ALARM | | | $35.00 |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | | | STD |
| 540-044 | 4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES | | | STD |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | | STD |
| **Instruments & Controls** | | | | |
| 185-004 | STANDARD FOOT PEDAL SYSTEM | | | STD |
| 106-002 | ELECTRONIC ACCELERATOR CONTROL | | | STD |
| 870-001 | BLACK GAUGE BEZELS | | | STD |
| 734-018 | STANDARD CENTER INSTRUMENT PANEL | | | STD |
| 840-001 | DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE | | | STD |
| 198-025 | INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS | | | STD |
| 721-001 | 97 DB BACKUP ALARM | | 3 | $85.00 |
| 149-015 | ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES | | | STD |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | | STD |
| 157-004 | MANUAL REMOTE ENGINE STOP/START | | | $50.00 |
| 811-044 | PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY | | | STD |
| 81B-003 | DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY | | | STD |
| 160-045 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH | | | STD |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | | STD |
| 148-072 | ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS | | | $50.00 |
| 866-019 | DIGITAL DUAL REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELDS | | | $110.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | | STD |
| 854-001 | ENGINE OIL TEMPERATURE GAUGE | | | STD |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | | STD |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE | | | STD |
| 867-004 | ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER | | | STD |
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | | STD |
| 736-998 | NO OBSTACLE DETECTION SYSTEM | | | ($4,324.00) |
| A87-998 | NOT APPLICABLE - UNIT NOT SPEC'D WITH DETROIT ASSURANCE | | | N/C |
| 73K-998 | NO SIDE OBJECT DETECTION SYSTEM | | | STD |
| 72J-998 | NO DR ASSIST SYSTEM | | | N/C |
| 7A1-998 | NO MIRROR CAMERA SYSTEM | | | STD |
| 49B-004 | ELECTRONIC STABILITY CONTROL | | | STD |
| 73B-998 | NO LANE DEPARTURE WARNING SYSTEM | | | ($1,080.00) |
| 73H-014 | (1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME | | | STD |
| 35M-010 | 1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC) | 10 | | $780.00 |
| 6TS-008 | (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE | | | $40.00 |
| 1U1-002 | TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE | | | $60.00 |
| 746-143 | 7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE | | | STD |
| 747-001 | DASH MOUNTED RADIO | | | STD |
| 750-041 | STANDARD SPEAKER SYSTEM | | | STD |
| 753-998 | NO AM/FM RADIO ANTENNA | | | ($75.00) |
| 748-006 | POWER AND GROUND WIRING PROVISION OVERHEAD | | | STD |
| 749-001 | ROOF/OVERHEAD CONSOLE CB RADIO PROVISION | | | STD |
| 751-001 | SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO | | | STD |

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| | Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|---|
| | 752-004 | SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD | | | STD |
| N | 75W-001 | HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS | | | $75.00 |
| | 78C-003 | INTEROPERABLE SDAR ANTENNA | | | STD |
| | 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | | STD |
| | 812-032 | ELECTRONIC 2500 RPM TACHOMETER | | | STD |
| | 813-1C8 | DETROIT CONNECT PLATFORM HARDWARE | | | STD |
| | 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP | | | STD |
| | 81Y-005 | PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY | | | STD |
| | 842-006 | DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY | | | STD |
| | 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | | STD |
| | 304-030 | ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS | | | ($60.00) |
| | 882-009 | ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | | STD |
| | 299-020 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT | | | STD |
| | 48H-003 | QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS | | | $115.00 |
| * | 4CH-001 | 1 EXTRA PROGRAMMABLE SWITCH/INDICATOR | | | $25.00 |
| | | $B5M5011ZZ | | | |
| | 48C-003 | QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP | | | $6.00 |
| **Design** | | | | | |
| * | 065-000 | PAINT: ONE SOLID COLOR | | | STD |
| **Color** | | | | | |
| * | 980-V8S | CAB COLOR A: 00819448EY BLUE ELITE EY | | | $1,439.00 |
| | 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT | | | STD |
| | 966-972 | POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | | N/C |
| **Connectivity Services** | | | | | |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| RD6-998 | NO REMOTE VEHICLE OPERATIONS | | | STD |
| RDC-998 | NO DAAS | | | STD |
| **Certification / Compliance** | | | | |
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS | | | STD |
| **Sales Programs** | | | | |
| PMY-060 | CY27/MY28 SOURCEWELL FREIGHTLINER SALES PROGRAM | | | N/C |
| RAB-998 | NO ADJUSTMENT | | | STD |

## TOTAL VEHICLE SUMMARY

### Adjusted List Price

| | |
|---|---|
| Adjusted List Price ** | $241,801.00 |

### Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|---|---|---|---|
| Factory Weight+ | 9661 lbs | 9509 lbs | 19170 lbs |
| Dealer Installed Options | 0 lbs | 0 lbs | 0 lbs |
| Total Weight+ | 9661 lbs | 9509 lbs | 19170 lbs |

## ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

### Other Factory Charges

| | | |
|---|---|---|
| RD1-315 | 5 YR DAIMLER CONNECTIVITY CORE PACKAGE -POWERED BY DETROIT CONNECT ON CUMMINS ENGINES | N/C |
| RD3-998 | NO SAFETY EVENT VIEWER | ($145.00) |
| RT1-998 | NO FACTORY PREP DATA SERVICES SELECTED | STD |
| PCJ-042 | Q1 SOURCEWELL PROGRAM INCENTIVE WST 47X/ 49X - ($1,500) | ($1,500.00) |
| PCA-005 | SOURCEWELL DEALER CHARGE | $800.00 |
| R28-001 | MY28 ESCALATOR | $3,000.00 |
| RAL-033 | X12 EPA27 NONCONFORMANCE PENALTY SURCHARGE | $6,984.00 |

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| | | |
|---|---|---|
| PAT-023 | TARIFF IMPACT FEE WST LHD, WST RHD | $5,000.00 |
| P73-2WS | STANDARD DESTINATION CHARGE | $3,375.00 |

## Dealer Installed Options

| | Weight Front | Weight Rear | Price |
|---|---|---|---|
| GALFAB INSTALL | 0 | 0 | $83,000.00 |
| Total Dealer Installed Options | 0 lbs | 0 lbs | $83,000.00 |

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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# QUOTATION

## WESTERN STAR 47X

SET FORWARD AXLE - TRUCK
CUM X12 380V HP @ 1900 RPM, 1450 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC
ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
HENDRICKSON RT463 @46,000# REAR SUSPENSION
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
20,000# TAPERLEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
6890MM (271 INCH) WHEELBASE, SFA ONLY
13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI
1450MM (57 INCH) REAR FRAME OVERHANG
0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT

| | | | PER UNIT | | TOTAL |
|---|---|---|---|---|---|
| VEHICLE PRICE | **TOTAL # OF UNITS (1)** | $ | 170,720 | $ | 170,720 |
| EXTENDED WARRANTY | | $ | 0 | $ | 0 |
| DEALER INSTALLED OPTIONS | | $ | 83,000 | $ | 83,000 |
| **CUSTOMER PRICE BEFORE TAX** | | **$** | ***253,720*** | **$** | ***253,720*** |
| **TAXES AND FEES** | | | | | |
| FEDERAL EXCISE TAX (FET) | | $ | (358) | $ | (358) |
| TAXES AND FEES | | $ | 0 | $ | 0 |
| OTHER CHARGES | | $ | 0 | $ | 0 |
| **TRADE-IN** | | | | | |
| ***TRADE-IN ALLOWANCE*** | | $ | (0) | $ | (0) |
| **BALANCE DUE** | **(LOCAL CURRENCY)** | **$** | **253,362** | **$** | **253,362** |

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial
Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtoffers.com.
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Torrey Lougin, Landfill Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** September 26, 2026

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

The requested purchase is for two Polaris Ranger Side by Sides.

The purchase cost is $36,000 each.

The primary role of this equipment is to continue to provide safe on-site transportation for landfill employees and temporary workers.

The purchase of this equipment will keep with the current CIP schedule and reduce repair costs.

They will be replacing assets #4057 and #4059 which is a 2021 Honda Pioneer 1000 and a 2022 Honda Pioneer 1000. They have both achieved their useful life of four years.

Asset #4059 will be moved to 6304 and asset #4057 will be auctioned.

Est. 1967 Ft. Smith, AR
WHEELER POWERSPORTS

Date: 09/24/2026
Salesperson: Aaron Jones
Manager:

**BUSINESS NAME:** City of Fort Smith
**CUSTOMER:** TERRY RANKIN

Home Phone: (479) 739-5843
Address: . AR
Work Phone: (479) 739-5843
E-Mail: Trankin@fortsmithar.gov
Cell Phone: (479) 788-4144

## VEHICLE

Stock # : 260498 ◉ New / ○ Used VIN: 4XARSU991V8056944 Mileage: 2
Vehicle: 2027 Polaris Ranger Crew XP 1000 NorthStar Pren Color: GREEN
Type: Utility Vehicle

## Trade In

Vehicle : Mileage:
Type: Color: VIN:
Trade Payoff: Trade Allowance:

**Estimated Payment** **A.P.R. Subject to equity and credit requirements.*

**Valuing your trade**

By trading in your vehicle, and receiving a trade-in value of $ **0**, you receive a tax savings based on your trade-in amount. So this would be the same as if you were to sell your trade-in for a cash value of $ **0**

| | | |
|---|---|---|
| Actual Value | $ | 0 |
| Tax Saving | $ | 0 |
| Relative Allowance | $ | 0 |

| | |
|---|---|
| Retail Price | 33,199.00 |
| Add-Ons | |
| Discount/Adjust | 1,810.00 |
| Sub Total | 31,389.00 |
| Destination/Freight | 1,795.00 |
| Doc Fee | 129.00 |
| Build/Prep | 487.00 |
| Trade Allowance | |
| 9.500 Tax ☑ Tax Exempt %☐ Tax Change | |
| Title / Registration | |
| Trade Fee | |
| Net Sale | 33,800.00 |
| Trade Payoff | |
| Cash Deposit | |
| Balance | 33,800.00 |

Customer Approval:_____ Management Approval:_____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Comments:


XP
1000
RANGER

City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Torrey Lougin, Landfill Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** September 26, 2026

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

The requested purchase is for a Freightliner M2 106 Plus Water Truck.

The purchase cost is $183,000.

This equipment is essential in minimizing dust and other airborne particles by watering the roads and working face. It is also essential as a standby resource and first line of defense for potential landfill fires.

The purchase of this equipment will ensure continued protection for customers and landfill safety.

They will be replacing asset #163 which is a 2019 International water truck. It has 13,615 miles logged and has a lifetime repair cost of $37,834.

Asset #163 will be auctioned.

**Prepared for:**
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**Prepared by:**
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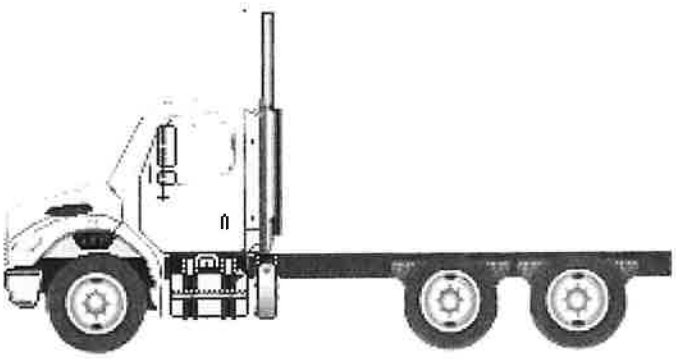
Phone: 479.721.1542

*A proposal for*
***FORT SMITH CITY OF***

*Prepared by*
***DOGGETT FREIGHTLINER OF ARKANSAS***
*Jacob Brake*

*Sep 11, 2026*

# Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

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# SPECIFICATION PROPOSAL

| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| **Price Level** | | | | |
| PRL-31M | M2 PRL-31M (EFF:MY28 ORDERS) | | | STD |
| **Data Version** | | | | |
| DRL-005 | SPECPRO21 DATA RELEASE VER 005 | | | N/C |
| **Vehicle Configuration** | | | | |
| 001-172 | M2 106 PLUS CONVENTIONAL CHASSIS | 5,709 | 3,450 | $117,110.00 |
| 004-228 | 2028 MODEL YEAR SPECIFIED | | | STD |
| 002-004 | SET BACK AXLE - TRUCK | | | STD |
| 019-004 | STRAIGHT TRUCK PROVISION, NON-TOWING | | | STD |
| 003-001 | LH PRIMARY STEERING LOCATION | | | STD |
| **General Service** | | | | |
| AA1-002 | TRUCK CONFIGURATION | | | STD |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | | STD |
| 99D-027 | EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR) | | | STD |
| A85-010 | UTILITY/REPAIR/MAINTENANCE SERVICE | | | N/C |
| A84-1GM | GOVERNMENT BUSINESS SEGMENT | | | N/C |
| AA4-002 | LIQUID BULK COMMODITY | | | N/C |
| AA5-002 | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS | | | STD |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | | STD |
| AB5-002 | ROUGH, MAINTAINED, CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | | N/C |
| 995-091 | MEDIUM TRUCK WARRANTY | | | STD |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs | | | |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs | | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs | | | |

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| **Truck Service** | | | | |
| AA3-003 | TANK BODY | | | N/C |
| AF3-121 | LEDWELL AND SON | | | N/C |
| AF7-99D | EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | | |
| **Engine** | | | | |
| 101-3BT | CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM | 640 | 30 | $8,910.00 |
| **Electronic Parameters** | | | | |
| 79A-075 | 75 MPH ROAD SPEED LIMIT | | | N/C |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT | | | N/C |
| 80J-002 | REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | | N/C |
| 80Z-998 | NO AUTOMATIC ENGINE SHUTDOWN - GHG | | | STD |
| **Engine Equipment** | | | | |
| 99C-027 | 2027 EPA/GHG27 CONFIGURATION | | | STD |
| 13E-001 | STANDARD OIL PAN | | | STD |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL | | | STD |
| 014-099 | SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER | | | STD |
| 124-1D7 | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | | | STD |
| 292-221 | (2) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 1850CCA,380RC, THREADED STUD BATTERIES | 10 | | $375.00 |
| 290-017 | BATTERY BOX FRAME MOUNTED | | | STD |
| 281-001 | STANDARD BATTERY JUMPERS | | | STD |
| 282-001 | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | | STD |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | | STD |
| 289-001 | NON-POLISHED BATTERY BOX COVER | | | STD |
| 293-058 | NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT | 2 | | $265.00 |
| 295-029 | POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | | $145.00 |
| 306-015 | PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS | 2 | | STD |

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|---|---|---|---|---|
| 107-032 | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | | STD |
| 108-002 | STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR | | | STD |
| 131-013 | AIR COMPRESSOR DISCHARGE LINE | | | STD |
| 152-041 | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | | STD |
| 128-076 | CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF | 20 | | STD |
| 016-1C2 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | 30 | 25 | $730.00 |
| 28F-014 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER | | | STD |
| 239-038 | 11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT | | | N/C |
| 237-1CR | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP | | | N/C |
| 23U-001 | 6 GALLON DIESEL EXHAUST FLUID TANK | | | STD |
| 30N-003 | 100 PERCENT DIESEL EXHAUST FLUID FILL | | | STD |
| 43X-002 | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | | STD |
| 23Y-001 | STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING | | | STD |
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP | | | STD |
| 242-011 | ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S) | | | N/C |
| 273-058 | AIR POWERED ON/OFF ENGINE FAN CLUTCH | | | STD |
| 276-001 | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED | | | STD |
| 110-003 | CUMMINS SPIN ON FUEL FILTER | | | STD |
| 118-008 | COMBINATION FULL FLOW/BYPASS OIL FILTER | | | N/C |
| 120-998 | NO COOLANT FILTER | -10 | | STD |
| 266-013 | 1100 SQUARE INCH ALUMINUM RADIATOR | 70 | | $75.00 |
| 103-039 | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT | | | STD |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | | STD |
| 172-001 | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 270-016 | RADIATOR DRAIN VALVE | | | STD |
| 168-002 | LOWER RADIATOR GUARD | | | STD |
| 134-001 | ALUMINUM FLYWHEEL HOUSING | | | STD |
| 132-004 | ELECTRIC GRID AIR INTAKE WARMER | | | STD |
| 155-058 | DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH | | | N/C |
| **Transmission** | | | | |
| 342-582 | ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 | $6,785.00 |
| **Transmission Equipment** | | | | |
| 343-339 | ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV | | | N/C |
| 84B-012 | ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | | N/C |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | | N/C |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | | N/C |
| 84E-000 | PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84F-000 | SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84G-000 | PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84H-000 | SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84J-000 | ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84K-000 | ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | | STD |
| 84N-011 | NEUTRAL AT STOP ENABLED | | | $420.00 |
| 84U-000 | DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES | | | STD |

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|---|---|---|---|---|
| 353-073 | QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP | | | ($65.00) |
| 34C-011 | ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR | | | $95.00 |
| 341-018 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN | | | STD |
| 345-003 | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED | | | $455.00 |
| 97G-004 | TRANSMISSION PROGNOSTICS - ENABLED 2013 | | | N/C |
| 370-015 | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK | 15 | | STD |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | | N/C |
| 35T-001 | ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID | | | STD |
| **PTO Equipment and Parameters** | | | | |
| 372-123 | PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE | | | $10.00 |
| 362-2JU | CUSTOMER INSTALLED CHELSEA 871 SERIES PTO | | | N/C |
| 363-001 | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF | | | N/C |
| 87L-001 | ENGINE PTO SPEED CONTROL WITH PARK BRAKE INTERLOCK | | | N/C |
| 80S-001 | PTO 1, DASH SWITCH, STATIONARY OPERATION | | | N/C |
| 80G-011 | PTO MINIMUM RPM - 950 | | | N/C |
| 79P-024 | PTO RPM WITH CRUISE SET SWITCH - 975 RPM | | | N/C |
| 79W-024 | CRUISE CONTROL BUTTON PTO CONTROL | | | N/C |
| 79K-007 | PTO MODE ENGINE RPM LIMIT - 1100 RPM | | | N/C |
| 79U-001 | PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND | | | N/C |
| **Front Axle and Equipment** | | | | |
| 400-1BA | DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE | 210 | | $2,220.00 |
| 402-030 | MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | 10 | | N/C |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING | | | STD |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS | | | $8.00 |
| 409-006 | FRONT OIL SEALS | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | | STD |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES | | | STD |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS | | | STD |
| 536-012 | TRW TAS-85 POWER STEERING | 40 | | N/C |
| 539-003 | POWER STEERING PUMP | | | STD |
| 534-015 | 2 QUART SEE THROUGH POWER STEERING RESERVOIR | | | STD |
| 40T-001 | MINERAL SAE 80/90 FRONT AXLE LUBE | | | STD |
| **Front Suspension** | | | | |
| 620-013 | 18,000# TAPERLEAF FRONT SUSPENSION | 200 | | $1,428.00 |
| 619-005 | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION | | | STD |
| 410-001 | FRONT SHOCK ABSORBERS | | | STD |
| **Rear Axle and Equipment** | | | | |
| 420-1K3 | MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE | | 2,500 | $10,105.00 |
| 421-488 | 4.88 REAR AXLE RATIO | | | N/C |
| 424-003 | IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING | | 30 | $101.00 |
| 386-094 | RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES | | | $278.00 |
| 388-039 | RPL20 MERITOR INTERAXLE DRIVELINE | | | $8.00 |
| 452-006 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES | | 30 | $1,317.00 |
| 878-023 | (1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE | | | N/C |
| 87A-020 | INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF OR VEHICLE SPEED EXCEEDING 25MPH | | | N/C |
| 87B-023 | INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH PR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH | | | N/C |
| 423-020 | MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | | $26.00 |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | | STD |
| 434-003 | STANDARD BRAKE CHAMBER LOCATION | | | N/C |
| 451-001 | CAST IRON OUTBOARD REAR BRAKE DRUMS | | -20 | STD |

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|---|---|---|---|---|
| 440-006 | REAR OIL SEALS | | | STD |
| 426-101 | WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS | | 20 | N/C |
| 428-002 | MERITOR AUTOMATIC REAR SLACK ADJUSTERS | | | STD |
| 41T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE | | | STD |
| **Rear Suspension** | | | | |
| 622-006 | 40,000# 4-SPRING FLAT LEAF REAR SUSPENSION | | 670 | ($220.00) |
| 621-004 | SPRING SUSPENSION - 1.50" AXLE SPACER | | 10 | $220.00 |
| 431-001 | STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | | STD |
| 624-009 | 54 INCH AXLE SPACING | | 30 | $2,174.00 |
| **Pusher / Tag Equipment** | | | | |
| 429-998 | NO PUSHER/TAG BRAKE DUST SHIELDS | | | STD |
| **Brake System** | | | | |
| 018-002 | AIR BRAKE PACKAGE | | | STD |
| 490-121 | WABCO 4S/4M ABS WITH TRACTION CONTROL | | | STD |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | | STD |
| 46E-001 | STANDARD AIR MANAGEMENT UNIT | | | STD |
| 904-001 | FIBER BRAID PARKING BRAKE HOSE | | | STD |
| 412-001 | STANDARD BRAKE SYSTEM VALVES | | | STD |
| 46D-002 | STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM | | | STD |
| 413-002 | STD U.S. FRONT BRAKE VALVE | | | STD |
| 432-003 | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE | | | STD |
| 480-088 | WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER | | | STD |
| 479-015 | AIR DRYER FRAME MOUNTED | | | STD |
| 460-001 | STEEL AIR BRAKE RESERVOIRS | | | STD |
| 477-001 | PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS | | | STD |
| **Trailer Connections** | | | | |
| 481-998 | NO TRAILER AIR HOSE | | | STD |
| 476-998 | NO AIR HOSE HANGER | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 919-063 | (1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB | | | $210.00 |
| 1AZ-998 | NO TRAILER RECEPTACLE BRACKET | | | STD |
| 310-998 | NO TRAILER ELECTRICAL CABLE | | | STD |
| **Wheelbase & Frame** | | | | |
| 545-507 | 5075MM (200 INCH) WHEELBASE | | | N/C |
| 546-124 | 9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI | 230 | 200 | $600.00 |
| 547-037 | 0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT | 210 | 210 | $2,750.00 |
| 552-043 | 1975MM (78 INCH) REAR FRAME OVERHANG | | | N/C |
| 55W-007 | FRAME OVERHANG RANGE: 71 INCH TO 80 INCH | -20 | 80 | N/C |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 134.25 in | | | |
| AE8-99D | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 131.25 in | | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 306.99 in | | | |
| FSS-0LH | CALCULATED FRAME SPACE LH SIDE : 76.85 in | | | N/C |
| FSS-0RH | CALCULATED FRAME SPACE RH SIDE : 78.75 in | | | N/C |
| AM6-99D | CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in | | | |
| 553-001 | SQUARE END OF FRAME | | | STD |
| 550-001 | FRONT CLOSING CROSSMEMBER | | | STD |
| 559-003 | LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER | -12 | | $95.00 |
| 561-001 | STANDARD CROSSMEMBER BACK OF TRANSMISSION | | | STD |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) | | | STD |
| 572-001 | STANDARD REARMOST CROSSMEMBER | | | STD |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER | | | STD |
| **Chassis Equipment** | | | | |
| 556-1AR | THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS | 30 | | $405.00 |
| 558-001 | FRONT TOW HOOKS - FRAME MOUNTED | 15 | | $110.00 |
| 574-011 | SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE | | | STD |
| 585-998 | NO MUDFLAP BRACKETS | | | STD |
| 590-998 | NO REAR MUDFLAPS | | | STD |

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**Prepared by:**
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129 ACCESS RD.
VAN BUREN, AR 72956
Phone: 479.721.1542

| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 586-024 | FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | | STD |
| 551-007 | GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | | STD |
| 44Z-002 | EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE | | | STD |
| 970-040 | TANK BODY 3001 TO 4500 GALLONS | | | N/C |
| 607-016 | CLEAR FRAME RAIL FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET LH RAIL INSIDE/OUTBOARD AND BELOW | | | $218.00 |
| **Fifth Wheel** | | | | |
| 578-998 | NO FIFTH WHEEL | | | STD |
| **Fuel Tanks** | | | | |
| 204-217 | 34 GALLON/128 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH | | | $155.00 |
| 218-005 | RECTANGULAR FUEL TANK(S) | | | STD |
| 215-005 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS | | | STD |
| 212-007 | FUEL TANK(S) FORWARD | | | STD |
| 664-001 | PLAIN STEP FINISH | | | STD |
| 205-001 | FUEL TANK CAP(S) | | | STD |
| 122-1H3 | DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR | -5 | | N/C |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | | STD |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | | STD |
| **Tires** | | | | |
| 093-1YU | CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES | 100 | | $970.00 |
| 094-1VC | CONTINENTAL HDC1HT 11R22.5 16 PLY RADIAL REAR TIRES | | 200 | $880.00 |
| **Hubs** | | | | |
| 418-060 | CONMET PRESET PLUS PREMIUM IRON FRONT HUBS | | | STD |
| 450-060 | CONMET PRESET PLUS PREMIUM IRON REAR HUBS | | | STD |
| **Wheels** | | | | |
| 502-579 | MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS | 66 | | $190.00 |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 505-753 | MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS | | 40 | N/C |
| 496-011 | FRONT WHEEL MOUNTING NUTS | | | STD |
| 497-011 | REAR WHEEL MOUNTING NUTS | | | STD |
| **Cab Exterior** | | | | |
| 829-071 | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB | | | STD |
| 650-008 | AIR CAB MOUNTING | | | $100.00 |
| 648-002 | NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE | | | $36.00 |
| 754-008 | 2-1/2 INCH FENDER EXTENSIONS | 10 | | $205.00 |
| 678-018 | LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT | | | $55.00 |
| 646-023 | HOOD MOUNTED CHROMED PLASTIC GRILLE | | | $235.00 |
| 65X-003 | CHROME HOOD MOUNTED AIR INTAKE GRILLE | | | $43.00 |
| 644-004 | FIBERGLASS HOOD | | | STD |
| 652-001 | FREIGHTLINER NAME PLATES | | | N/C |
| 690-002 | TUNNEL/FIREWALL LINER | | | STD |
| 727-1AF | SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK | 4 | | $50.00 |
| 726-001 | SINGLE ELECTRIC HORN | | | STD |
| 312-104 | LED LOW BEAM AND HIGH BEAM HEADLIGHTS WITH CHROME BEZEL | | | N/C |
| 302-047 | LED AERODYNAMIC MARKER LIGHTS | | | STD |
| 311-001 | DAYTIME RUNNING LIGHTS | | | STD |
| 294-046 | OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME | | -5 | ($50.00) |
| 300-015 | STANDARD FRONT TURN SIGNAL LAMPS | | | STD |
| 744-1BC | DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE | | | $170.00 |
| 797-001 | DOOR MOUNTED MIRRORS | | | STD |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | | STD |
| 743-204 | LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | | N/C |
| 74A-001 | RH DOWN VIEW MIRROR | | | $22.00 |
| 729-001 | STANDARD SIDE/REAR REFLECTORS | | | STD |
| 768-043 | 63X14 INCH TINTED REAR WINDOW | | | STD |
| 661-003 | TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 654-011 | RH AND LH ELECTRIC POWERED WINDOWS | | | STD |
| 663-013 | 1-PIECE SOLAR GREEN GLASS WINDSHELD | | | STD |
| 659-020 | 2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED | | | ($120.00) |
| **Cab Interior** | | | | |
| 055-019 | RUGGED TRIM PACKAGE | | | N/C |
| 707-107 | GRAY & CARBON VINYL INTERIOR "RUGGED" | | | N/C |
| 70K-020 | CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED) | | | $90.00 |
| 706-013 | MOLDED DOOR PANEL | | | STD |
| 708-013 | MOLDED PLASTIC DOOR PANEL | | | STD |
| 772-006 | BLACK MATS WITH SINGLE INSULATION | | | STD |
| 785-025 | (1) 12V DASH MOUNTED POWER OUTLET | | | STD |
| 691-001 | FORWARD ROOF MOUNTED CONSOLE | | | STD |
| 693-019 | LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS | | | STD |
| 738-021 | DIGITAL ALARM CLOCK IN DRIVER DISPLAY | | | STD |
| 742-007 | (2) CUP HOLDERS LH AND RH DASH | | | STD |
| 680-029 | M2/SD DASH | | | STD |
| 720-002 | 2-1/2 LB. FIRE EXTINGUISHER | 5 | | $40.00 |
| 700-002 | HEATER, DEFROSTER AND AIR CONDITIONER | | | STD |
| 701-001 | STANDARD HVAC DUCTING | | | STD |
| 703-005 | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH | | | STD |
| 170-015 | STANDARD HEATER PLUMBING | | | STD |
| 130-041 | VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR | | | STD |
| 702-002 | BINARY CONTROL, R-134A | | | STD |
| 739-033 | STANDARD INSULATION | | | STD |
| 285-013 | SOLID-STATE CIRCUIT PROTECTION AND FUSES | | | STD |
| 280-007 | 12V NEGATIVE GROUND ELECTRICAL SYSTEM | | | STD |
| 324-1B3 | STANDARD LED CAB LIGHTING | | | STD |
| 787-998 | NO SECURITY DEVICE | | | N/C |
| 657-001 | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME | | | STD |
| 78G-002 | KEY QUANTITY OF 2 | | | STD |
| 655-005 | LH AND RH ELECTRIC DOOR LOCKS | | | STD |
| 740-998 | NO MATTRESS | -20 | -15 | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 756-339 | PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK | 70 | | $360.00 |
| 760-335 | BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT | | | STD |
| 711-004 | LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | | STD |
| 758-1AK | BLACK VINYL DRIVER SEAT COVER | | | STD |
| 761-1AK | BLACK VINYL PASSENGER SEAT COVER | | | STD |
| 763-101 | BLACK SEAT BELTS | | | STD |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | | | STD |
| 540-044 | 4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES | | | STD |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | | STD |
| **Instruments & Controls** | | | | |
| 4CH-008 | 8 EXTRA PROGRAMMABLE SWITCHES/INDICATORS | | | $165.00 |
| 106-002 | ELECTRONIC ACCELERATOR CONTROL | | | STD |
| 732-998 | NO INSTRUMENT PANEL-DRIVER | | | STD |
| 734-022 | FULLY CONFIGURABLE CENTER INSTRUMENT PANELS | | | STD |
| 870-002 | BRIGHT ARGENT FINISH GAUGE BEZELS | | | $5.00 |
| 486-001 | LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM | | | STD |
| 840-001 | DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE | | | STD |
| 198-025 | INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS | | | STD |
| 149-015 | ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES | | | STD |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | | STD |
| 157-007 | MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE | | | $45.00 |
| 811-044 | PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY | | | STD |
| 81B-003 | DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY | | | STD |

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| Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|
| 160-038 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH | | | STD |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | | STD |
| 148-072 | ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS | | | $95.00 |
| 48H-003 | QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS | | | $115.00 |
| 48C-003 | QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP | | | $6.00 |
| 163-014 | ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR | | | N/C |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | | STD |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE | | | $30.00 |
| 867-004 | ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER | | | STD |
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | | STD |
| 736-998 | NO OBSTACLE DETECTION SYSTEM | | | ($4,324.00) |
| 72N-998 | NO OBJECT DETECTION SYSTEM RELOCATION PREP | | | STD |
| 72J-998 | NO DR ASSIST SYSTEM | | | N/C |
| 73H-014 | (1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME | | | STD |
| 49B-004 | ELECTRONIC STABILITY CONTROL | | | N/C |
| 73B-998 | NO LANE DEPARTURE WARNING SYSTEM | | | ($1,080.00) |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | | STD |
| 679-998 | NO OVERHEAD INSTRUMENT PANEL | | | STD |
| 35M-010 | 1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC) | 10 | | $780.00 |
| 746-143 | 7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE | | | STD |
| 747-001 | DASH MOUNTED RADIO | | | STD |
| 750-002 | (2) RADIO SPEAKERS IN CAB | | | STD |
| 753-998 | NO AM/FM RADIO ANTENNA | | | STD |
| 748-006 | POWER AND GROUND WIRING PROVISION OVERHEAD | | | $25.00 |

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| | Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|---|
| | 749-001 | ROOF/OVERHEAD CONSOLE CB RADIO PROVISION | | | $55.00 |
| | 75W-002 | SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS | | | STD |
| | 78C-003 | INTEROPERABLE SDAR ANTENNA | | | STD |
| | 74D-006 | STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS | | | STD |
| | 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | | STD |
| | 817-001 | STANDARD VEHICLE SPEED SENSOR | | | STD |
| | 812-001 | ELECTRONIC 3000 RPM TACHOMETER | | | STD |
| | 813-1C8 | DETROIT CONNECT PLATFORM HARDWARE | | | STD |
| | 6TS-008 | (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE | | | $40.00 |
| | 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP | | | STD |
| | 329-114 | ONE EXTRA HARDWIRED SWITCH IN DASH, ROUTE TO BETWEEN SEATS, CAPPED | | | $30.00 |
| | 4C1-026 | HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER | | | $75.00 |
| | 264-030 | (1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN | | | N/C |
| | 883-998 | NO TRAILER HAND CONTROL BRAKE VALVE | | | STD |
| | 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | | STD |
| | 660-008 | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY | | | STD |
| | 304-030 | ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS | | | ($60.00) |
| | 882-009 | ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | | STD |
| | 299-020 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT | | | STD |
| | 298-046 | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY | | | STD |
| **Design** | | | | | |
| * | 065-000 | PAINT: ONE SOLID COLOR | | | STD |

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| | Data Code | Description | Weight Front | Weight Rear | Retail Price |
|---|---|---|---|---|---|
| **Color** | | | | | |
| * | 980-999 | CAB COLOR A: CUSTOM | | | $1,500.00 |
| | | BLUE | | | |
| | 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT | | | STD |
| | 962-972 | POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | | STD |
| | 966-972 | POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | | STD |
| | 963-003 | STANDARD E COAT/UNDERCOATING | | | STD |
| **Certification / Compliance** | | | | | |
| | 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS | | | STD |
| **Secondary Factory Options** | | | | | |
| * | 999-999 | SPECIAL NARRATIVE INSTRUCTIONS | | | N/C |
| | | CITY OF FORT SMITH | | | |
| **Sales Programs** | | | | | |
| | PMY-060 | CY27/MY28 SOURCEWELL FREIGHTLINER SALES PROGRAM | | | N/C |
| | RAB-998 | NO ADJUSTMENT | | | STD |

## TOTAL VEHICLE SUMMARY

### Adjusted List Price

| | |
|---|---|
| Adjusted List Price ** | $158,296.00 |

### Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|---|---|---|---|
| Factory Weight+ | 7843 lbs | 7545 lbs | 15388 lbs |
| Dealer Installed Options | 0 lbs | 0 lbs | 0 lbs |
| Total Weight+ | 7843 lbs | 7545 lbs | 15388 lbs |

## ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

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## Other Factory Charges

| | | |
|---|---|---|
| RD1-315 | 5 YR DAIMLER CONNECTIVITY CORE PACKAGE -POWERED BY DETROIT CONNECT ON CUMMINS ENGINES | STD |
| RD3-998 | NO SAFETY EVENT VIEWER | ($180.00) |
| RT1-998 | NO FACTORY PREP DATA SERVICES SELECTED | STD |
| PCA-005 | SOURCEWELL DEALER CHARGE | $800.00 |
| PCJ-044 | Q1 SOURCEWELL PROGRAM INCENTIVE M2 106 - ($875) | ($875.00) |
| RAL-032 | L9 EPA27 NONCONFORMANCE PENALTY SURCHARGE | $4,460.00 |
| PAT-025 | TARIFF IMPACT FEE M2 106/112, 108/114 SD | $3,200.00 |
| R28-001 | MY28 ESCALATOR | $1,750.00 |
| P73-2FT | STANDARD DESTINATION CHARGE | $3,375.00 |

## Dealer Installed Options

| | Weight Front | Weight Rear | Price |
|---|---|---|---|
| LEDWELL BODY INSTALL | 0 | 0 | $46,093.00 |
| Total Dealer Installed Options | 0 lbs | 0 lbs | $46,093.00 |

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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# Q U O T A T I O N

## M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
40,000# 4-SPRING FLAT LEAF REAR SUSPENSION
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
18,000# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
5075MM (200 INCH) WHEELBASE
NO FIFTH WHEEL
9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI
1975MM (78 INCH) REAR FRAME OVERHANG
0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT

| | | | PER UNIT | | TOTAL |
|---|---|---|---|---|---|
| VEHICLE PRICE | **TOTAL # OF UNITS (1)** | $ | 127,289 | $ | 127,289 |
| EXTENDED WARRANTY | | $ | 0 | $ | 0 |
| DEALER INSTALLED OPTIONS | | $ | 46,093 | $ | 46,093 |
| **CUSTOMER PRICE BEFORE TAX** | | **$** | ***173,382*** | **$** | ***173,382*** |
| **TAXES AND FEES** | | | | | |
| FEDERAL EXCISE TAX (FET) | | $ | (358) | $ | (358) |
| TAXES AND FEES | | $ | 0 | $ | 0 |
| OTHER CHARGES | | $ | 0 | $ | 0 |
| **TRADE-IN** | | | | | |
| ***TRADE-IN ALLOWANCE*** | | $ | (0) | $ | (0) |
| **BALANCE DUE** | **(LOCAL CURRENCY)** | **$** | **173,024** | **$** | **173,024** |

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

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Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Torrey Lougin, Landfill Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** September 26, 2026

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

The requested purchase is for a John Deere 700 P bulldozer.

The purchase cost is $324,000.

This equipment is essential in ensuring daily cover material is applied appropriately. It is also utilized in areas that the larger bulldozers can't access.

The purchase of this equipment will lower repair costs and improve efficiency.

It will be replacing asset #4045 which is a 2018 Caterpillar D4 LGP bulldozer that has surpassed its useful service life of five years. It has logged 6,012 hours and has a lifetime repair cost of $86,243.

Asset #4045 will be auctioned.

STRIBLING EQUIPMENT

JOHN DEERE

**Prepared For**

CITY OF FORT SMITH SANITARY LANDFILL

5900 COMMERCE RD

FORT SMITH, AR 729168370

(479) 784-2461

GANDERSON@FORTSMITHAR.GOV

**Prepared By**

JOSH OGLESBY

Stribling Equipment, LLC

3410 South Zero

Fort Smith, AR 72908

479-234-1789

Joshua.Oglesby@striblingequipment.com

**Quote Id** 2654089

**Creation Date** 11-Sep-2026

**Expiration Date** 18-Sep-2026

# Quote Summary

| Equipment Summary | Selling Price | QTY In Group | Extended |
|---|---|---|---|
| **700 P-Tier Construction Dozer** | **$307,271.99** | 1 | **$307,271.99** |
| 60mo 10000hr PM Agreement 500 service interval | | | |
| Extended Warranty | | | |
| 700 P, Powertrain And Hydraulics, 10000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 17-Sep-2026 | | | |
| **Equipment Total** | | | **$307,271.99** |

| Quote Summary | |
|---|---|
| Total Selling Price | $307,271.99 |
| **Sub-total** | **$307,271.99** |
| *Total Non-Taxable Equipment Fees | $650.00 |
| **Balance Due** | **$307,921.99** |

**Salesperson : X** _____

**Accepted By : X** _____

STRIBLING EQUIPMENT

JOHN DEERE

# Selling Equipment

Quote # 2654089

Customer CITY OF FORT SMITH SANITARY LANDFILL

## 700 P-Tier Construction Dozer

QTY In Group : 1

Selling Price

$307,921.99

| | |
|---|---|
| Equipment Notes | - - - |
| Hours | - - - |
| Serial Number | - - - |
| Stock Number | - - - |
| PUK Parent Serial # | - - - |

### Equipment Summary

| Code | Description | Qty |
|---|---|---|
| 18A0T | 700 P-Tier Construction Dozer | 1 |

### Base / Options

| Code | Description | Qty |
|---|---|---|
| 0202 | United States | 1 |
| 0259 | English | 1 |
| 0351 | Translated Text Labels | 1 |
| 0403 | LGP PAT (Low Ground Pressure Power-Angle-Tilt) | 1 |
| 0604 | Cab - Level 2 Trim | 1 |
| 0951 | Rear Camera (Primary Display) | 1 |
| 110A | Future Release | 1 |
| 1210 | Premium Radio | 1 |
| 183E | JDLink™ | 1 |
| 2302 | 12.8 In (325mm) Secondary Display - G5Plus | 1 |
| 2942 | SmartGrade™ Ready including 2D Grade Control | 1 |
| 4095 | JD 6.8L - FT4/SV | 1 |
| 4102 | Automatic Reversing Hydraulic Fan | 1 |
| 5807 | 30 In (760 mm) Moderate Service Shoes - Maximum Life Undercarriage | 1 |
| 7028 | 3 Function Electro-Hydraulics (EH) for Power-Angle-Tilt (PAT) | 1 |
| 7152 | Thru-Drive Hydraulic Pump for use with Direct Drive (PTO) Winch | 1 |
| 7620 | PAT Blade - 145 In (3688 mm) | 1 |
| 8030 | Fire Extinguisher Bracket | 1 |
| 8197 | Retrieval Hitch for use w/o Rear Counterweight | 1 |

| | | |
|---|---|---|
| 8126 | Heavy Duty Grille Frame | 1 |
| 8088 | Engine Compartment Light | 1 |
| 8104 | Fluid Sampling Ports | 1 |
| **Total Base / Options** | | |

## Dealer Attachments

| Code | Description | Qty |
|---|---|---|
| | Trash Rack (custom fabrication estimate) | 1 |
| **Total Dealer Attachments** | | |

## Value Added Services

| Description | Qty |
|---|---|
| Extended Warranty | 1 |
| 60mo 10000hr PM Agreement 500 service interval | 1 |
| **Total Value Added Services** | |
| **Selling Price Subtotal** | |
| Doc Fee | |
| **Total Selling Price** | |

# SmartGrade



City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Torrey Lougin, Landfill Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** September 26, 2026

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

The request is for a rebuild to a 2017 CAT D8 bulldozer.

The cost of the rebuild is $522,000.

The primary role of this equipment is to ensure that all daily waste is pushed to a safe location to be compacted. It is also utilized in site maintenance projects.

This rebuild will lower repair costs to the other large bulldozer and improve efficiency. It will also be a much more reliable backup in reducing downtime.

It will be replacing asset #4161 which is a 2022 John Deere 950k that has achieved its useful service life of three years. It has 4,953 hours logged and has a lifetime repair cost of $214,149.

Asset #4161 will be auctioned.

Riggs CAT

Quote No: 24974 - 2

## CITY OF FORT SMITH
SANITATION DEPARTMENT5900 COMMERCE RD
FORT SMITH AR

| CUSTOMER NO. | QUOTE NO. | DATE | CONTACT |
|---|---|---|---|
| 087900 | 24974 | 8/14/2026 | |
| **PHONE NO.** | **FAX NO.** | **EMAIL** | |
| | | | |
| **MODEL** | **MAKE** | | **SERIAL NO.** |
| D8T | CATERPILLAR | | 0FMC00764 |
| **UNIT NO.** | **HOURS** | **WO NO.** | **P.O. NO.** |
| 4041 | | | |
| **NOTE** | | | |
| QUOTE WILL REFLECT A DISCOUNT OF $23,130.22 UPON INVOICING PER NAT-MLP-6848.<br>.<br>CUSTOMER WILL RECEIVE A FREE 36MO/5K HOUR EPP, A VALUE OF $19,330.00 PER NAT-MLP-5660. | | | |

**SEGMENT: AA** TRANSPORT MACHINE
**Misc**

**Total Flat Rate Misc:** 1,500.00

**Segment AA Total:** 1,500.00

---

**SEGMENT: AB** WASH MACHINE
**Labor**

**Total Flat Rate Labor:** 5,760.00

**Segment AB Total:** 5,760.00

---

**SEGMENT: AC** IDENTIFY COMPONENTS POWERTRAIN
**Labor**

**Total Flat Rate Labor:** 144.00

**Segment AC Total:** 144.00

---

**SEGMENT: BA** REMOVE & INSTALL RADIATOR & GUARD

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,456.00 |
| **Segment BA Total:** | 3,456.00 |

---

**SEGMENT: BB** RECONDITION RADIATOR

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 3,915.43 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,456.00 |
| **Segment BB Total:** | 7,371.43 |

---

**SEGMENT: BC** RECONDITION FAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 20.00 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,592.00 |
| **Segment BC Total:** | 2,612.00 |

---

**SEGMENT: BD** REMOVE & INSTALL HYDRAULIC FAN MOTOR WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,476.32 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment BD Total:** | 2,764.32 |

---

**SEGMENT: BE** REMOVE & INSTALL HYDRAULIC FAN PUMP WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,379.47 |

**Labor**

| | | |
|---|---|---|
| | **Total Flat Rate Labor:** | 288.00 |
| | **Segment BE Total:** | 2,667.47 |

| | | |
|---|---|---|
| **SEGMENT: BF** | REMOVE & INSTALL HYDRAULIC HOSES/LINES HYDRAULIC FAN | |
| **Parts** | | |
| | **Total Flat Rate Parts:** | 2,848.65 |
| **Labor** | | |
| | **Total Flat Rate Labor:** | 1,152.00 |
| | **Segment BF Total:** | 4,000.65 |

| | | |
|---|---|---|
| **SEGMENT: BG** | RECONDITION FAN REVERSING VALVE | |
| **Parts** | | |
| | **Total Flat Rate Parts:** | 2,892.16 |
| **Labor** | | |
| | **Total Flat Rate Labor:** | 864.00 |
| | **Segment BG Total:** | 3,756.16 |

| | | |
|---|---|---|
| **SEGMENT: BZ** | CLEAN & INSPECT COOLING PACKAGE | |
| **Misc** | **Total Flat Rate Misc:** | 2,500.00 |
| | **Segment BZ Total:** | 2,500.00 |

| | | |
|---|---|---|
| **SEGMENT: CA** | REMOVE & INSTALL ENGINE | |
| **Parts** | | |
| | **Total Flat Rate Parts:** | 3,677.42 |
| **Labor** | | |
| | **Total Flat Rate Labor:** | 9,360.00 |
| | **Segment CA Total:** | 13,037.42 |

**SEGMENT: CB** RECONDITION ENGINE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 64,857.75 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 5,760.00 |
| **Segment CB Total:** | 70,617.75 |

---

**SEGMENT: CC** DYNAMOMETER TEST ENGINE

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment CC Total:** | 1,728.00 |

---

**SEGMENT: DA** REMOVE & INSTALL DRIVE SHAFT POWERTRAIN

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment DA Total:** | 576.00 |

---

**SEGMENT: DB** RECONDITION DRIVE SHAFT POWERTRAIN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 340.45 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment DB Total:** | 916.45 |

---

**SEGMENT: DC** REMOVE & INSTALL TRANSMISSION & TRANSFER G

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 161.32 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,304.00 |
| **Segment DC Total:** | 2,465.32 |

---

**SEGMENT: DD** RECONDITION TRANSMISSION, BEVEL & TRA WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 36,566.00 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 864.00 |
| **Segment DD Total:** | 37,430.00 |

---

**SEGMENT: DE** REMOVE & INSTALL TORQUE CONVERTER

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,296.00 |
| **Segment DE Total:** | 1,296.00 |

---

**SEGMENT: DF** RECONDITION TORQUE CONVERTER WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 11,615.09 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 864.00 |
| **Segment DF Total:** | 12,479.09 |

---

**SEGMENT: DG** REMOVE & INSTALL HOSES & LINES POWERTRAIN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 3,005.89 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment DG Total:** | 4,733.89 |

---

**SEGMENT: DH** REMOVE & INSTALL HYDRAULIC PUMP COUPLING

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment DH Total:** | 288.00 |

---

**SEGMENT: DI** RECONDITION HYDRAULIC PUMP COUPLING

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 602.05 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment DI Total:** | 890.05 |

---

**SEGMENT: DJ** REMOVE & INSTALL TRANSMISSION OIL PUMP WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 5,564.17 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment DJ Total:** | 5,852.17 |

---

**SEGMENT: DZ** KIDNEY LOOP TRANSMISSION OIL POWERTRAIN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 150.00 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment DZ Total:** | 1,302.00 |

---

**SEGMENT: EA** REMOVE & INSTALL FINAL DRIVE BOTH

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 193.74 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,880.00 |
| **Segment EA Total:** | 3,073.74 |

---

**SEGMENT: EB** RECONDITION FINAL DRIVE BOTH

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 4,779.42 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 7,488.00 |
| **Segment EB Total:** | 12,267.42 |

**SEGMENT: FA** REMOVE & INSTALL SVC BRAKE CONTROL VALVE

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment FA Total:** | 288.00 |

**SEGMENT: FB** RECONDITION SVC BRAKE CONTROL VALVE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,856.62 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment FB Total:** | 3,008.62 |

**SEGMENT: GA** REMOVE & INSTALL HYDRAULIC CONTROL VALVE MAIN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 183.87 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,304.00 |
| **Segment GA Total:** | 2,487.87 |

**SEGMENT: GB** RECONDITION HYDRAULIC CONTROL VALVE MAIN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 6,356.69 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,168.00 |
| **Segment GB Total:** | 9,524.69 |

**SEGMENT: GC** REMOVE & INSTALL HYDRAULIC TANK

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 8.78 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment GC Total:** | 584.78 |

---

**SEGMENT: GD** RECONDITION HYDRAULIC TANK

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 644.13 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,016.00 |
| **Segment GD Total:** | 2,660.13 |

---

**SEGMENT: GE** REMOVE & INSTALL HYDRAULIC HOSES/LINES PUMP

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,887.69 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment GE Total:** | 3,615.69 |

---

**SEGMENT: GF** REMOVE & INSTALL HYDRAULIC HOSES/LINES GUARD

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,690.10 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment GF Total:** | 3,842.10 |

---

**SEGMENT: GH** REMOVE & INSTALL HYDRAULIC ACCUMULATOR PILOT

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 389.75 |

**Labor**

| | | |
|---|---|---|
| | **Total Flat Rate Labor:** | 288.00 |
| | **Segment GH Total:** | 677.75 |

**SEGMENT: GI** REMOVE & INSTALL HYDRAULIC HOSES/LINES RIPPER

**Parts**

| | | |
|---|---|---|
| | **Total Flat Rate Parts:** | 175.18 |

**Labor**

| | | |
|---|---|---|
| | **Total Flat Rate Labor:** | 1,152.00 |
| | **Segment GI Total:** | 1,327.18 |

**SEGMENT: GJ** RECONDITION IMPLEMENT PUMP WITH REMAN

**Parts**

| | | |
|---|---|---|
| | **Total Flat Rate Parts:** | 5,393.84 |

**Labor**

| | | |
|---|---|---|
| | **Total Flat Rate Labor:** | 432.00 |
| | **Segment GJ Total:** | 5,825.84 |

**SEGMENT: GK** REMOVE & INSTALL LIFT/HOIST CYLINDER BOTH

**Parts**

| | | |
|---|---|---|
| | **Total Flat Rate Parts:** | 495.74 |

**Labor**

| | | |
|---|---|---|
| | **Total Flat Rate Labor:** | 1,152.00 |
| | **Segment GK Total:** | 1,647.74 |

**SEGMENT: GL** RECONDITION LIFT/HOIST CYLINDER BOTH

**Parts**

| | | |
|---|---|---|
| | **Total Flat Rate Parts:** | 1,861.12 |

**Labor**

| | | |
|---|---|---|
| | **Total Flat Rate Labor:** | 2,880.00 |
| | **Segment GL Total:** | 4,741.12 |

**SEGMENT: GM** REMV RECONDITION & INSTL LIFT/HOIST CYLINDER LINE(S)

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 3,767.81 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment GM Total:** | 4,919.81 |

---

**SEGMENT: GN** REMOVE & INSTALL TILT CYLINDER

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 504.00 |
| **Segment GN Total:** | 504.00 |

---

**SEGMENT: GO** RECONDITION TILT CYLINDER

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 935.43 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment GO Total:** | 2,087.43 |

---

**SEGMENT: GP** REMV RECONDITION & INSTL TILT CYLINDER LINE(S)

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,297.56 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment GP Total:** | 4,025.56 |

---

**SEGMENT: GQ** REMV RECONDITION & INSTL QUICK-DROP VALVE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 417.07 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |

| | | |
|---|---|---|
| | **Segment GQ Total:** | 993.07 |

**SEGMENT: GR** REMOVE & INSTALL HYDRAULIC CYLINDERS GUARD

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 3.84 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 864.00 |
| **Segment GR Total:** | 867.84 |

**SEGMENT: GS** RECONDITION HYDRAULIC CYLINDERS GUARD

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 259.16 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment GS Total:** | 1,411.16 |

**SEGMENT: GT** RECONDITION HYDRAULIC OIL COOLER

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 428.46 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment GT Total:** | 1,580.46 |

**SEGMENT: GU** RECONDITION PISTON MOTOR ADAPTER

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 59.56 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment GU Total:** | 635.56 |

**SEGMENT: GV** REMOVE & INSTALL HYDRAULIC FAN PUMP WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,379.47 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment GV Total:** | 2,667.47 |

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**SEGMENT: HZ** KIDNEY LOOP HYDRAULIC OIL

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment HZ Total:** | 1,152.00 |

---

**SEGMENT: IA** RECONDITION DIFF STRG PLAN & BRAKE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,631.33 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,880.00 |
| **Segment IA Total:** | 4,511.33 |

---

**SEGMENT: IB** RECONDITION DIFFERENTIAL STEERING DRI

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,463.10 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,880.00 |
| **Segment IB Total:** | 4,343.10 |

---

**SEGMENT: IC** REMOVE & INSTALL PISTON MOTOR STEERING

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 5,632.83 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |

| | | |
|---|---|---|
| | **Segment IC Total:** | 5,920.83 |

**SEGMENT: ID** REMOVE & INSTALL STEERING LINES/HOSES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,755.21 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment ID Total:** | 3,483.21 |

**SEGMENT: IE** REMOVE & INSTALL STEERING PUMP WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 8,861.73 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment IE Total:** | 9,437.73 |

**SEGMENT: KB** REMOVE & INSTALL STRIKER BAR

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment KB Total:** | 1,152.00 |

**SEGMENT: LA** REMOVE & INSTALL BATTERY CABLE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 9,463.59 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment LA Total:** | 11,191.59 |

**SEGMENT: LB** REMOVE & INSTALL ELECTRIC STARTING MOTOR WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,101.52 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment LB Total:** | 1,389.52 |

---

**SEGMENT: LC** REMOVE & INSTALL ALTERNATOR WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,339.07 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment LC Total:** | 2,915.07 |

---

**SEGMENT: LD** REMOVE & INSTALL ENGINE WIRING HARNESS

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 5,394.27 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment LD Total:** | 6,546.27 |

---

**SEGMENT: LE** REMOVE & INSTALL REFRIGERANT COMPRESSOR

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,047.14 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 288.00 |
| **Segment LE Total:** | 1,335.14 |

---

**SEGMENT: LF** REMOVE & INSTALL WIRING HARNESS BOTTOM DUMP

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,740.09 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment LF Total:** | 3,892.09 |

---

**SEGMENT: MA** REMOVE & INSTALL GUARD BOTTOM

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 2,016.00 |
| **Segment MA Total:** | 2,016.00 |

---

**SEGMENT: MB** REMOVE & INSTALL COMPARTMENT DOOR LOCK/LATCH BOTH SIDES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 297.50 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment MB Total:** | 873.50 |

---

**SEGMENT: NA** REMOVE & INSTALL CAB

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,456.00 |
| **Segment NA Total:** | 3,456.00 |

---

**SEGMENT: NB** RECONDITION DECELERATOR/ACCELERATOR

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 469.03 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment NB Total:** | 1,621.03 |

---

**SEGMENT: NC** RECONDITION TRANSMISSION CONTROL STEERING

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,050.27 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |

| | | |
|---|---|---|
| | **Segment NC Total:** | 1,626.27 |

**SEGMENT: ND** REMOVE & INSTALL JOYSTICK

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 825.63 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment ND Total:** | 1,401.63 |

**SEGMENT: NE** RECONDITION REFRIGERANT CONDENSER

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 84.60 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,152.00 |
| **Segment NE Total:** | 1,236.60 |

**SEGMENT: NF** REMOVE & INSTALL WIRING HARNESS CAB

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 8,620.23 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,456.00 |
| **Segment NF Total:** | 12,076.23 |

**SEGMENT: NG** RECONDITION CAB

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 9,412.41 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,456.00 |
| **Segment NG Total:** | 12,868.41 |

**SEGMENT: NH** RECONDITION AIR CONDITIONER

RECONDITION AIR CONDITIONER

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 4,972.93 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 3,456.00 |
| **Segment NH Total:** | 8,428.93 |

---

**SEGMENT: OA** REMOVE & INSTALL TRACK ASSEMBLY BOTH

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment OA Total:** | 1,728.00 |

---

**SEGMENT: OB** REMOVE & INSTALL PIVOT SHFT LUB RESERVOIR

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 309.71 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 576.00 |
| **Segment OB Total:** | 885.71 |

---

**SEGMENT: OC** REMOVE & INSTALL TRACK ROLLER FRAME

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,305.36 |
| **Segment OC Total:** | 1,305.36 |

---

**SEGMENT: PA** OBTAIN DECALS

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,238.27 |
| **Segment PA Total:** | 1,238.27 |

---

**SEGMENT: PB** PAINT MACHINE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,500.00 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 5,760.00 |
| **Segment PB Total:** | 7,260.00 |

---

**SEGMENT: QA** OBTAIN GREASE/OILS/LUBRICANTS/FL

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 3,445.81 |

**Misc**

| | |
|---|---|
| **Total Flat Rate Misc:** | 150.00 |
| **Segment QA Total:** | 3,595.81 |

---

**SEGMENT: UA** REMV RECONDITION & INSTL CLEAN EMISSIONS MODULE WITH REMAN

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 34,748.50 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 864.00 |
| **Segment UA Total:** | 35,612.50 |

---

**SEGMENT: UB** RECONDITION DIESEL EXHAUST FLUID MODU

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 6,813.78 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 1,728.00 |
| **Segment UB Total:** | 8,541.78 |

---

**SEGMENT: UC** RECONDITION AIR CLEANER

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,252.27 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 864.00 |
| **Segment UC Total:** | 2,116.27 |

---

**SEGMENT: VA** RECONDITION FUEL SUPPLY/RETURN LINES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 606.62 |

**Labor**

| | |
|---|---|
| **Total Flat Rate Labor:** | 864.00 |
| **Segment VA Total:** | 1,470.62 |

**SEGMENT: YA** PERFORM PRODUCT UPDATE ON FUEL SUPPLY/RETURN LINES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 212.27 |
| **Segment YA Total:** | 212.27 |

**SEGMENT: YB** PERFORM PRODUCT UPDATE ON FUEL SUPPLY/RETURN LINES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 136.86 |
| **Segment YB Total:** | 136.86 |

**SEGMENT: YC** PERFORM PRODUCT UPDATE ON DIESEL EXHAUST FLUID

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 167.50 |
| **Segment YC Total:** | 167.50 |

**SEGMENT: YD** PERFORM PRODUCT UPDATE ON DIESEL EXHAUST FLUID MODU

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 2,448.58 |
| **Segment YD Total:** | 2,448.58 |

**SEGMENT: YE** PERFORM PRODUCT UPDATE ON AFTERTREATMENT SYSTEM

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 7,716.18 |

| | | |
|---|---|---|
| | **Segment YE Total:** | 7,716.18 |

**SEGMENT: YF** PERFORM PRODUCT UPDATE ON COOLANT HOSE/LINES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 34.17 |
| **Segment YF Total:** | 34.17 |

**SEGMENT: YG** PERFORM PRODUCT UPDATE ON HOSES & LINES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 283.51 |
| **Segment YG Total:** | 283.51 |

**SEGMENT: YH** PERFORM PRODUCT UPDATE ON COOLANT HOSE/LINES

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 31.40 |
| **Segment YH Total:** | 31.40 |

**SEGMENT: YI** PERFORM PRODUCT UPDATE ON ENGINE

**Parts**

| | |
|---|---|
| **Total Flat Rate Parts:** | 1,387.41 |
| **Segment YI Total:** | 1,387.41 |

**SEGMENT: ZU** ADDITIONAL CHARGES MACHINE
NOTES:FOR ADDITIONAL DAMAGE FOUND DURING THE REBUILD PROCESS.

**Misc**

| | |
|---|---|
| **Total Flat Rate Misc:** | 60,000.00 |
| **Segment ZU Total:** | 60,000.00 |

**SEGMENT: ZV** OBTAIN PRODUCT SUPPORT LITERATUR

| | |
|---|---|
| **Total Flat Rate Parts:** | 450.00 |

| | | | |
|---|---|---|---|
| **Parts** | | | |
| **Misc** | | **Total Flat Rate Misc:** | 1,000.00 |
| | | **Segment ZV Total:** | 1,450.00 |
| **SEGMENT: ZW** | INSTALL PRODUCT LINK SYSTEM | | |
| **Parts** | | **Total Flat Rate Parts:** | 1,080.00 |
| **Labor** | | **Total Flat Rate Labor:** | 864.00 |
| **Misc** | | **Total Flat Rate Misc:** | 250.00 |
| | | **Segment ZW Total:** | 2,194.00 |
| **SEGMENT: ZX** | APPLY DISCOUNT | | |
| **Misc** | | **Total Flat Rate Misc:** | -23,130.22 |
| | | **Segment ZX Total:** | -23,130.22 |
| **SEGMENT: ZY** | FURNISH EXTENDED WARRANTY PROGRAM<br>NOTES:CUSTOMER WILL RECEIVE A FREE 36MO/5K HOUR EPP, A VALUE OF $19,330.00 PER NAT-MLP-5660. | | |
| **Misc** | | **Total Flat Rate Misc:** | 0.00 |
| | | **Segment ZY Total:** | 0.00 |
| **SEGMENT: ZZ** | TEST AFTER REPAIR MACHINE | | |
| **Labor** | | **Total Flat Rate Labor:** | 5,760.00 |
| **Misc** | | **Total Flat Rate Misc:** | 100.00 |
| | | **Segment ZZ Total:** | 5,860.00 |
| | | **Total Segments:** | 490,829.66 |

| | |
|---|---|
| **SUB TOTAL (BEFORE TAXES)** | 490,829.66 |
| **TOTAL ESTIMATE USD** | 490,829.66 |

PO#: _____ Authorized Name: _____ (signature)

Date: _____ ***Thank you for this opportunity to serve your company*** _____ (print)

**CONTACT INFORMATION:**

Prepared by: Josh Smith Phone: +1 (479) 414-9819 Email: smithj@jariggs.com Fax:

-This estimate will expire 30 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
-Terms: Net 10th Prox.
-Sales Taxes where applicable are not included with the above prices.

## Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize JARiggs, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize JARiggs to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and JARiggs. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. JARiggs reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at JARiggs's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. JARiggs accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, JARiggs CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any JARiggs facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPILLAR OR JARiggs BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at JARiggs's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: JARiggs will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will JARiggs or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if JARiggs or subsidiaries has been advised of the possibility of such loss.


D8
CAT

City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Torrey Lougin, Landfill Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** September 26, 2026

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

The requested purchase is for a Caterpillar D6-RY bulldozer.

The purchase cost is $662,000.

This equipment is essential in ensuring both waste and daily cover material can be moved to the appropriate areas on the working face of the landfill. It will also be utilized in various site maintenance projects.

The purchase of this equipment will lower repair costs and improve efficiency.

It will be replacing asset #4048 which is a 2020 Caterpillar D6 LGP that is well past its useful service life of three years. It has logged 10,931 hours and has a lifetime repair cost of $493,014.

Asset #4048 will be auctioned.

Sep 10, 2026

CITY OF FORT SMITH
SANITATION DEPARTMENT
5900 COMMERCE RD
FORT SMITH, Arkansas 72916-8370

Dear Terry Rankin,

We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: D6-RY Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** **SERIAL NUMBER:** **YEAR:** **SMU:**

| | |
|---|---|
| **NET BALANCE DUE** | **$629,953.45** |
| **AFTER TAX BALANCE** | **$629,953.45** |

**ADDTITIONAL CONSIDERATIONS**

- The parties agree that the pricing set forth is subject to adjustment in the event of any changes in applicable tariffs, duties, or other governmental charges, with such adjustments reflecting the direct impact of these changes on the cost of goods or services.
- ies agree that the pricing set forth is subject to adjustment in the event of any changes in applicable tariffs, duties, or other governmental charges, with such adjustments reflecting the direct impact of these changes on the cost of goods or services.

**WARRANTY**

| | |
|---|---|
| Extended Warranty: | D6-12 MO/8760 HR PREMIER, D6-60 MO/4000 HR PREMIER, 36 MO VISION LINK |
| CSA | RIGGS ADVANTAGE PLUS - 36 MO / 3000 HR FULL SERVICE |

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs.If there are any questions, please do not hesitate to contact me.

Sincerely,

Madison Chambliss
Machine Sales Representative Riggs CAT
chamblissm@riggscat.com
+1 (501) 553-8543

**One (1) New Caterpillar Model: D6-RY Track Type Tractors with all standard equipment in addition to the additional specifications listed below:**

**MACHINE SPECIFICATIONS**

D6 LGP TRACTOR CFG2
CAMERA, 360 DETECT
6SU LGP BULLDOZER, GUARDED
PROD LINK, PLE643/PLE743 RADIO
BLADE, 6SU LGP, WASTE
6SU CFG2 PUSHARM
SERIALIZED TECHNICAL MEDIA KIT
SHIPPING/STORAGE PROTECTION
CONTROL, RIPPER/WINCH
ENGINE COOLANT, STD (-37C)
ASSIST W/ARO
GUARD, BTM, SEALED,HD, PUSHARM
GUARD, FUEL TANK, FAST FILL
GRAB HANDLES, HD, PUSHARM
SEALS, HIGH DEBRIS
LIGHT, BEACON
SEAT, HEATED & VENTILATED
CYLINDER LINES, PUSHARM
CTWS & MSS RECEIVER, BLE
DOZER CTL, ARO/GRADE, PA
TRACK, 30" ES TRAP HDXL, CTWS
CAB, HIGH DEBRIS
CONFIG ARR 20C, LUC
FINAL DRIVE, 82", GRD
ENGINE, LUC, THERMAL SHIELD
PRECLEANER, WITH SCREEN
OIL CHANGE SYSTEM, HIGH SPEED
UNDERCARRIAGE, HDXL, WASTE
FAN, REVERSING
HYDRAULICS, PUSHARM
ALTERNATOR, 150 AMP, DUCTED
LIGHTS,12,LED,PREMIUM PUSHARM
FLOOR, CAB, QUICK ACCESS
PRECLEANER, CAB POWERED
PREMIUM CORP RADIO (12V)
AIR CONDITIONING, QUICK DISC
JOYSTICK, ARO/GRADE, PA
FUEL TANK, FAST FILL, READY
ENCLOSURE, ENGINE, PUSHARM
WATER JACKET HEATER, 120V
FLUIDS, STD OIL
REGIONAL PACKAGE - AM-N
SEA for 360 Detect


D6
CAT

City of Fort Smith
Solid Waste Services

# MEMORANDUM

**TO:** Duane McDonald, Director of Solid Waste Services

**FROM:** Torrey Lougin, Landfill Manager

**CC:** Terry Rankin, Fleet and Grounds Maintenance Manager

**DATE:** September 26, 2026

**SUBJECT:** 2027 Capital Improvement Program purchase request

We request the following FY 2027 capital purchase in accordance with the 10-year Solid Waste Capital Improvement Plan. This item will be a replacement for a unit that has reached the end of its useful service life. A current purchase quote, specifications, description and photo of the requested item are attached.

The requested purchase is for a John Deere 410P Articulated Dump Truck.

The purchase cost is $806,000.

This equipment is essential in ensuring daily cover material is hauled to the landfill working face. It is also instrumental in moving material to locations that require roads or pads to be constructed or maintenance to be performed.

The purchase of this equipment will lower repair costs and improve efficiency.

It will be replacing asset #4051 which is a 2020 John Deere 410E that is at the end of its useful life. It has logged 8,630 hours and accumulated 63,253 miles. It has a lifetime repair cost of $174,351.

Asset #4051 will be auctioned.

STRIBLING EQUIPMENT

JOHN DEERE

**Prepared For**

CITY OF FORT SMITH SANITARY LANDFILL

5900 COMMERCE RD

FORT SMITH, AR 729168370

(479) 784-2461

GANDERSON@FORTSMITHAR.GOV

**Prepared By**

JOSH OGLESBY

Stribling Equipment, LLC

3410 South Zero

Fort Smith, AR 72908

479-234-1789

Joshua.Oglesby@striblingequipment.com

**Quote Id** 2679638

**Creation Date** 17-Sep-2026

**Expiration Date** 24-Sep-2026

# Quote Summary

| Equipment Summary | Selling Price | QTY In Group | Extended |
|---|---|---|---|
| **410 P-Tier Articulated Dump Truck** | **$725,289.99** | **1** | **$725,289.99** |
| 60 mo 10000 hr PM Agreement 500 hr interval | | | **$41,113.00** |
| Extended Warranty<br>410 P, Powertrain And Hydraulics, 10000 Total Hours or 60 Total Months, 0 Deductible<br>Date Quoted : 17-Sep-2026 | | | |
| **Equipment Total** | | | **$766,402.99** |

| Quote Summary | |
|---|---|
| Total Selling Price | $766,402.99 |
| **Sub-total** | **$766,402.99** |
| *Total Non-Taxable Equipment Fees | $650.00 |
| **Balance Due** | **$767,052.99** |

**Salesperson : X** _____

**Accepted By : X** _____

STRIBLING EQUIPMENT

JOHN DEERE

# Selling Equipment

Quote # 2679638

Customer CITY OF FORT SMITH SANITARY LANDFILL

## 410 P-Tier Articulated Dump Truck

QTY In Group : 1

Selling Price

$767,052.99

Equipment Notes - - -

Hours - - -

Serial Number - - -

Stock Number - - -

PUK Parent Serial # - - -

### Equipment Summary

| Code | Description | Qty |
|---|---|---|
| 9471DW | 410 P-Tier Articulated Dump Truck | 1 |

### Base / Options

| Code | Description | Qty |
|---|---|---|
| 0202 | United States | 1 |
| 0259 | English | 1 |
| 0351 | Translated Text Labels & Decals | 1 |
| 0602 | Level 2 Trim | 1 |
| 0952 | Rear Camera (Dedicated Display) | 1 |
| 1210 | Premium Radio Package | 1 |
| 183E | JDLink™ | 1 |
| 1880 | Less Receiver | 1 |
| 2205 | Less On Board Weighing | 1 |
| 2300 | Less Scraper Display | 1 |
| 4012 | John Deere JD14 13.6L - FT4/SIV | 1 |
| 5432 | Maxam - 875/65R29 MS302 E3/L3 Multi-Star 203B Tires | 1 |
| 8501 | Debris Package | 1 |
| 8502 | Maintenance and Service Package | 1 |
| 8503 | Auxiliary Equipment Package - With Fire Extinguisher | 1 |
| 8290 | Tailgate | 1 |
| 8291 | Dump Body w/ Steel Liner | 1 |

**Total Base / Options**

### Value Added Services

| Description | Qty |
|---|---|

| | |
|---|---|
| Extended Warranty | 1 |
| 60 mo 10000 hr PM Agreement 500 hr interval | 1 |
| **Total Value Added Services** | |
| **Selling Price Subtotal** | |
| DOC FEE | |
| **Total Selling Price** | |



# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Ken Savage, Transit Director

**DATE:** October 26, 2026

**SUBJECT:** Transit Asset Management Plan 2026 Revision

## SUMMARY

Enclosed is the revised Transit Asset Management Plan (TAM) for 2026. The Federal Transit Administration requires the adoption of TAM plan targets each year as a condition of grant funding. The plan includes investment and maintenance strategies relating to revenue vehicle assets, transit facilities, non-revenue vehicles, as well as equipment greater than $50,000.

The plan also provides an outline of how the department will assess, monitor and report the physical condition of assets used in the operations of public transportation. Measurements such as age, condition and mileage are used to score the overall evaluation of each asset to ensure it remains in a state of good repair.

TAM plans address investments over a five (5) year period. The department's buses travel approximately 450,000 total revenue miles per year. The plan's cumulative approach provides staff with a more defined method of determining asset replacements or repairs. The executive summary outlines approximately $6.95 million dollars in asset investments over the next five (5) years with a local impact of roughly $1.17 million dollars after grant reimbursements are applied. Also enclosed, is a summary of active grants totaling just over $9 million in federal funds that are available to-date. The transit department receives an annual apportionment of approximately $2.5 million per year to address operations and capital needs.

The current overall condition of the department's vehicles, equipment and facilities meets or exceeds the minimum standards established by the Federal Transit Administration. While the transit department is pleased to be in compliance according to federal standards, it is important to continue investing in infrastructure so as not to fall below normal operational standards. Staff recommends approval of the resolution.

Please contact me for questions or additional information relating to this matter.

## ATTACHMENTS

1. Resolution_for_TAM_Plan.pdf
2. Final 2026 TAM Plan.pdf
3. Active Grant Status 10-1-26.pdf

RESOLUTION NO. _____

RESOLUTION ADOPTING THE 2026 TRANSIT ASSET MANAGEMENT PLAN FOR THE FORT SMITH TRANSIT DEPARTMENT

---

**WHEREAS,** the Board of Directors of the City of Fort Smith, Arkansas is committed to maintaining vehicles, equipment and facilities in a state of good repair; and

**WHEREAS,** the Board of Directors of the City of Fort Smith, Arkansas intends to comply with the transit asset management requirements as mandated by the U.S. Department of Transportation and other Federal and State laws and regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Fort Smith, Arkansas, that:

**SECTION 1:** The Transit Asset Management Plan, approved by resolution (R-217-25) on December 2, 2025, is hereby repealed. The revised Fort Smith 2026 Transit Asset Management Plan attached hereto is hereby adopted.

**SECTION 2:** The Fort Smith 2026 Transit Asset Management Plan shall be in full force and effect from and after the date of this approval.

PASSED AND APPROVED this ___ day of November, 2026.

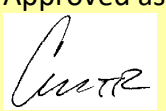
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

City of Fort Smith Transit

# 2026 TRANSIT ASSET MANAGEMENT PLAN



**6821 Jenny Lind Road**
**Fort Smith, AR 72908**

# Approval Page

(Insert Resolution)

# Acknowledgements

**TAM Plan Development:**

- Jeff Dingman, City Administrator
- Maggie Rice, Deputy City Administrator
- Latina Sisco, ADOT Public Transportation Administrator
- Danny Chidester, ArDOT Transportation Specialist
- Ken Savage, Transit Director
- Jeff Turrentine, Maintenance Supervisor
- Fort Smith Transit staff for their assistance during the asset inventory and data acquisition stages and overall plan development

**City of Fort Smith Board of Directors:**

- George McGill, Mayor/At-Large
- Jarred Rego, Vice Mayor/Ward 1
- André Good, Ward 2
- Lee Kemp, Ward 3
- George Catsavis, Ward 4
- Christina Catsavis, Position 5 At-Large
- Kevin Settle, Position 6 At-Large
- Neal Martin, Position 7 At-Large

**Prepared by:**

**Ken Savage,** *Transit Director*

# Revision History

| Date | Activity | Signature Authorizing Changes | Comments |
|---|---|---|---|
| 9.9.2019 | Revision #1 | | Revised by Transit Staff |
| 9.15.2020 | Revision #2 | | Revised by Transit Staff |
| 10.5.2021 | Revision #3 | | Revised by Transit Staff |
| 11.15.2022 | Revision #4 | | Revised by Transit Staff |
| 11.7.2023 | Revision #5 | | Revised by Transit Staff |
| 12.3.2024 | Revision #6 | | Revised by Transit Staff |
| 12.2.2025 | Revision #7 | | Revised by Transit Staff |
| | Revision #8 | | Revised by Transit Staff |
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## Acronyms and Definitions

| Acronym | Definition |
|---|---|
| ArDOT | Arkansas Department of Transportation |
| FAST Act | Fixing America's Surface Transportation Act |
| FTA | Federal Transit Administration |
| MAP-21 | Moving Ahead for Progress in the 21st Century |
| SGR | State of Good Repair |
| TAM | Transit Asset Management |
| TAMP | Transit Asset Management Plan |
| TERM | Transit Economics Requirements Model |

**Accountable Executive:** A single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan, in accordance with 49 U.S.C. 5329(d), and the agency's transit asset management plan in accordance with 49 U.S.C. 5326.

**Asset Category:** A grouping of asset classes, including a grouping of equipment, a grouping of rolling stock, a grouping of infrastructure, and a grouping of facilities.

**Asset Class:** A subgroup of capital assets within an asset category. For example, buses, trolleys, and cutaway vans are all asset classes within the rolling stock asset category.

**Asset Inventory:** A register of capital assets, and information about those assets.

**Capital Asset:** A unit of rolling stock, a facility, a unit of equipment, or an element of infrastructure used for providing public transportation.

**Decision Support Tool:** An analytic process or methodology: (1) To help prioritize projects to improve and maintain the state of good repair of capital assets within a public transportation system, based on available condition data and objective criteria; or (2) To assess financial needs for asset investments over time.

**Direct Recipient:** An entity that receives Federal financial assistance directly from FTA.

**Equipment:** An article of nonexpendable, tangible property having a useful life of at least one year.

**Exclusive-Use Maintenance Facility:** A maintenance facility that is not commercial and either owned by a transit provider or used for servicing their vehicles.

**Facility:** A building or structure that is used in providing public transportation.

**Full Level of Performance:** The objective standard established by FTA for determining whether a capital asset is in a state of good repair.

**Horizon Period:** The fixed period of time within which a transit provider will evaluate the performance of its TAM plan. FTA standard horizon period is four (4) years. FST's current plan has a horizon period of five (5) years.

**Implementation Strategy:** A transit provider's approach to carrying out TAM practices, including establishing a schedule, accountabilities, tasks, dependencies, and roles and responsibilities.

**Infrastructure:** The underlying framework or structures that support a public transportation system.

**Investment Prioritization:** A transit provider's ranking of capital projects or programs to achieve or maintain a state of good repair. An investment prioritization is based on financial resources from all sources that a transit provider reasonably anticipates will be available over the TAM plan horizon period.

**Key Asset Management Activities:** A list of activities that a transit provider determines are critical to achieving its TAM goals.

**Life-Cycle Cost:** The cost of managing an asset over its whole life.

**Participant:** A Tier Il provider that participates in a group TAM plan.

**Performance Measure:** An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for on-time performance is the percent of trains that arrive on time, and a corresponding quantifiable indicator of performance or condition is an arithmetic difference between scheduled and actual arrival time for each train).

**Performance Target:** A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by FTA.

**Public Transportation System:** The entirety of a transit provider's operations, including the services provided through contractors.

**Recipient:** An entity that receives federal financial assistance under 49 U.S.C. Chapter 53, either directly from FTA or as a subrecipient.

**Rolling Stock:** A revenue vehicle used in providing public transportation, including vehicles used for carrying passengers on fare-free services.

**Service Vehicle:** A unit of equipment that is used primarily either to support maintenance and repair work for a public transportation system or for delivery of materials, equipment, or tools.

**State of Good Repair (SGR):** The condition in which a capital asset is able to operate at a full level of performance.

**Subrecipient:** An entity that receives federal transit grant funds indirectly through a State or a direct recipient.

**TERM Scale:** The five (5) category rating system used in FTA's Transit Economic Requirements Model (TERM) to describe the condition of an asset: 5.0-Excellent, 4.0-Good; 3.0-Adequate, 2.0-Marginal, and |.0-Poor.

**Tier I Provider:** A recipient that owns, operates, or manages either (1) one hundred and one (101) or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or (2) rail transit.

**Tier Il Provider:** A recipient that owns, operates, or manages (1) one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode, (2) a subrecipient under the 531] Rural Area Formula Program, (3) or any American Indian tribe.

**Transit Asset Management (TAM):** The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation.

**Transit Asset Management (TAM) Plan:** A plan that includes an inventory of capital assets, a condition assessment of inventoried assets, a decision support tool, and a prioritization of investments.

**Transit Asset Management (TAM) Policy:** A transit provider's documented commitment to achieving and maintaining a state of good repair for all of its capital assets. The TAM policy defines the transit provider's TAM objectives and defines and assigns roles and responsibilities for meeting those objectives.

**Transit Asset Management (TAM) Strategy:** The approach a transit provider takes to carry out its policy for TAM, including its objectives and performance targets.

**Transit Asset Management (TAM) System:** A strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively, throughout the life cycles of those assets.

**Transit Provider (provider):** A recipient or subrecipient of federal financial assistance under 49 U.S.C. Chapter 53 that owns, operates, or manages capital assets used in providing public transportation.

**Useful Life:** Either the expected life cycle of a capital asset or the acceptable period of use in service determined by FTA.

**Useful Life Benchmark (ULB):** The expected life cycle or the acceptable period of use in service for a capital asset, as determined by a transit provider, or the default benchmark provided by FTA.

# Executive Summary

A Transit Asset Management Plan (TAMP) is a business model that uses the condition of assets to guide the optimal prioritization of funding at transit agencies in order to keep transit systems in a State of Good Repair (SGR). By implementing a TAMP, the benefits include:

- Improved transparency and accountability for safety, maintenance, asset use, and funding investments;
- Optimized capital investment and maintenance decisions;
- Data-driven maintenance decisions; and
- System safety and performance outcomes.

The consequences of an asset not being in a SGR include:

- Safety risks (crashes per 100,000 revenue miles);
- Decreased system reliability (on-time performance);
- Higher maintenance costs; and/or
- Lower system performance (missed runs due to breakdown).

## Transit Asset Management Plan (TAMP) Policy

Fort Smith Transit (FST) has developed this TAMP to aid in: (1) assessment of the current condition of capital assets; (2) determining what condition and performance its assets should be (if they are not currently in a SGR); (3) identifying unacceptable risks, including safety risks, in continuing to use an asset that is not in a SGR; and (4) deciding how to best balance and prioritize reasonably anticipated funds (revenues from all sources) towards improving asset condition and achieving a sufficient level of performance within those means. As a Tier II public transportation provider, FST has developed and implemented a TAMP containing the following elements, which are detailed in the following sections of, the TAMP:

**Section 1. TAM Overview**

**Section 2. Asset Inventory:** An inventory of the number and type of capital assets to include: rolling stock, facilities, and equipment.

**Section 3. Asset Condition Assessment:** A condition assessment of those inventoried assets for which the Agency has direct ownership and capital responsibility.

**Section 4. Decision Support Tools:** A description of the analytical processes and decision-support tools that the Agency uses to estimate capital investment needs over time, and develop its investment prioritization.

**Section 5. Investment Prioritization:** The Agency's project-based prioritization of investments, developed in accordance with §625.33.

## Asset Information

The three main components of the asset inventory required as part of the TAMP are:

- Rolling Stock: Includes all owned and operated revenue service vehicles used in the provision of public transportation. FST currently utilizes sixteen (16) revenue vehicles in its public transportation program. One (1) additional mobility transit van was added to the fleet earlier in 2026 to assist with the growing needs of demand response transportation, which will ultimately adjust the total fleet to seventeen (17). These vehicles are necessary to serve ten (10) daily routes plus additional demand response requests as needed. Additional buses are also necessary to accommodate change outs due to maintenance activities and facilitate cleaning and inspections. The department also operates seven (7) large low floor Gillig buses. Two (2) additional Gillig buses were ordered as replacement, which are slated for delivery in the spring of 2027. The department also maintains a renovated trolley to serve as a back-up and public transportation during special events and training. Mobility transit vans are replacing the majority of the cutaway fleet; however, a few cutaway vehicles remain part of the fleet until scheduled for replacement.

- Equipment: Equipment evaluated per FTA requirements in this TAMP, is all non-revenue service vehicles regardless of value and any Fort Smith owned equipment with a cost over $50,000 in acquisition value. FTS currently utilizes a forklift and seven (7) support vehicles. The support vehicles are necessary for shift change, training, installation and servicing of passenger amenities, as well as maintenance of the fleet, equipment and facilities. Other uses include outreach activities and deliveries of tickets and passes to local organizations. Half-ton four-wheel drive pickups have become the norm for replacements as they work well for the department's support needs. Keeping a similar vehicle type is more economical from a maintenance standpoint. Staff anticipates delivery of an F-550 4x4 service crane truck in the Fall of 2026 to serve as a replacement for the 2001 Dodge service truck.

- Facilities: Facilities are any structure used in providing public transportation where FST owns and has a direct capital responsibility. Facilities utilized by FST include: maintenance buildings, administrative buildings and passenger stations that have an acquisition cost greater than $50,000. FST owns, operates and has a direct capital responsibility for its administration office, maintenance garage, bus awning, transfer station, CNG fueling station, transfer station awning and emergency generator. Following an extended period and seven (7) separate dismissed alternatives, including access to South 28$^{th}$ Street, staff is now experiencing some success in obtaining an access road design to Ingersoll Avenue. The access road will enhance safety for transit staff, pedestrians, vehicles and equipment.

- SGR Summary: FST has implemented several performance measures as part of this TAMP to ensure that a State of Good Repair is achieved and maintained. Below are the performance measures and table illustrating the planned investments and anticipated level of SGR achieved for each category:

1. Revenue Vehicles
    a) Age – Adjustments were made to the useful life of the trolley in the prior 2025 TAMP, to extend the ULB. The prior adjustments placed the trolley just above the current year ULB threshold. No revenue vehicles within all asset classes have exceeded their ULB pertaining to age. Three (3) vehicles are at 80% or above of their age related ULB.
    b) Mileage – Currently no vehicles have exceeded their ULB pertaining to mileage. However, two (2) vehicles are at 80% or above of their mileage related ULB.
    c) Cumulative Condition – One (1) vehicle scored below 2.0 with a 1.93 or rounded total of 2.0. It should be noted that two replacement vehicles are slated for delivery in the spring of 2027. The revenue vehicle category remains in a state of good repair.

2. Equipment
    a) Age – Non-Revenue Vehicles – Currently there is one (1) vehicle in the automobile category and one (1) crane-truck in the truck/SUV category that exceeded their ULB in age. Staff anticipates the delivery of a new replacement service-crane-truck in the fall of 2027, therefore excluded the crane-truck from affecting the SGR. Staff uses the automobile locally and it remains in good condition. The automobile ULB places the SGR at 14%, which is below the 20% target; therefore, the equipment category remains in a state of good repair.
    b) Mileage – Non-Revenue Vehicles - Currently, none of the department's non-revenue vehicles exceeded their ULB on mileage.
    c) Cumulative Condition Score – Non-Revenue Vehicles – Currently, none of the department's vehicles scored below 2.0 for the (TERM) cumulative condition.

3. Facilities
    a) Condition Score – currently, no facilities have scored below 2.0 on the TERM scale.

**Executive Summary:** Asset Replacement Summary by Asset Category with SGR

| Fiscal Year | Revenue Vehicles | Equipment | Facilities | SGR % |
|---|---|---|---|---|
| FY 2026 | $800,000 | $180,000 | $2,210,000 | 100% |
| FY 2027 | $800,000 | $0 | $0 | 100% |
| FY 2028 | $125,000 | $0 | $0 | 100% |
| FY 2029 | $1,697,440 | $0 | $200,000 | 100% |
| FY 2030 | $874,180 | $58,000 | $0 | 100% |
| Total: | $4,296,620 | $238,000 | $2,410,000 | $6,944,620 |

FST is currently in a SGR. A combination of funding revenues from all sources will insure FST remains in a SGR through the investments outlined in this plan. FST receives an allocation of approximately $2.4 million per year in Section 5307 funds, $250,000 per year in Section 5339 funds as well as other program specific or unspent grant funding.

# Section I: TAM Overview

### 1.1 TAM Origins

FST is committed to operating a public transportation system that offers reliable, accessible, and convenient service with safe vehicles and facilities. TAM is an administrative management process that combines the components of investment (available funding), rehabilitation and replacement actions, and performance measures with the outcome of operating assets in the parameters of a SGR.

FST is currently operating as a FTA-defined Tier II transit operator in compliance with (49 CFR § 625.45 (b)(1). Tier Il transit providers are those transit agencies that do not operate rail fixed- guideway public transportation systems and have either 100 or fewer vehicles in fixed-route revenue service during peak regular service or have 100 or fewer vehicles in general demand response service during peak regular service hours.

This TAMP provides an outline of how FST will assess, monitor, and report the physical condition of assets utilized in the operation of the public transportation system. FST's approach to accomplish a SGR includes the strategic and systematic process of operating, maintaining, and improving physical assets. FST will focus on both engineering and economic analysis, based upon quality of information, to identify a structured sequence of maintenance, preservation, repair, rehabilitation, and replacement actions. These efforts will achieve and sustain a desired SGR over the lifecycle of the assets at a minimum practicable cost. This document shall cover a "horizon period" of time (10/1/2026 to 12/31/2030). This TAMP shall be amended annually or when there is a significant change to staff, assets, and/or operations occurring at FST. The TAMP was last revised in 2025.

The requirement for TAM originated on July 6, 2012, upon signing the Moving Ahead for Progress in the 21st Century Act (MAP-21) federal transportation bill into law. The law provided over $105 Billion at that time with approximately $140 Billion in the current surface transportation programs through the Bipartisan Infrastructure Law. On September 30, 2015, FTA published the TAM Notice of Proposed Rulemaking, which ultimately led to agencies being required to submit TAMP by October 1, 2018. FST met the requirement for the original submission deadline. Staff continues to update future related asset changes and planned acquisitions.

### 1.2 TAMP Elements

As a Tier Il public transportation provider, FST has developed and implemented a TAMP containing the following elements which are detailed in the following sections:

**Section 1.** TAM Overview

**Section 2.** Asset Inventory: An inventory of the number and type of capital assets to include Rolling Stock, Facilities, and Equipment.

**Section 3.** Asset Condition Assessment: A condition assessment of those inventoried assets for which the Agency has direct ownership and capital responsibility.

**Section 4.** Decision Support Tools: A description of the analytical processes and decision- support tools that the Agency uses to estimate capital investment needs over time and develop its investment prioritization.

**Section 5.** Investment Prioritization: The Agency's project-based prioritization of investments, developed in accordance with §625.33.

### 1.3 Agency Overview and Service Area

FST provides transportation open to the general public within the city limits of Fort Smith. FST performs fixed route and origin-to-destination transportation services as well as a limited charter service by advance request. The fixed route service consists of a downtown circulator bus and a network of five (5) core routes that travel the major avenues and some residential areas within the city. All fixed route buses are equipped with lifts for mobility devices and most routes traverse toward the downtown area once per hour to accommodate transfers as needed. The base fare for a one-way trip is $1.25, with tickets and monthly passes available. The fixed routes operate from 7:00 a.m. to 6:00 p.m., Monday through Friday. Saturday hours are 9:00 a.m. to 4:00 p.m., with the exception of two routes (Jenny Lind and Downtown Shuttle) that operate Monday through Friday only. Information on the fixed route system is available at https://www.fortsmithar.gov. See Figure 1.1 on page 10, which shows the system map.

Fort Smith Transit provides curbside service for passengers with qualifying disabilities (Paratransit) and/or passengers travelling outside the fixed route coverage area (Demand/Response). Demand Response and Paratransit services are available from 5:30 a.m. to 7:00 p.m., Monday through Friday and from 8:00 a.m. to 5:00 p.m., on Saturday. The base fare (fixed route hours) for a one-way trip is $2.50 for paratransit and demand response. Information on the paratransit and demand response system is available at https://www.fortsmithar.gov

**Table 1.1** *Fort Smith Transit Ridership (Unlinked to include transfers)*

| Year | Fixed Route Ridership U/L | Demand Response Ridership | Total Ridership |
|---|---|---|---|
| 2024 | 235,239 | 19,821 | 255,060 |
| 2025 | 229,131 | 22,040 | 251,171 |

**Figure 1.1** *Fort Smith Transit System Map*



### 1.4 Accountable Executive

As part of the TAMP process, each agency must designate an "Accountable Executive." The role of the Accountable Executive is defined as:

> "A single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan, in accordance with 49 U.S.C. 5329(d), and the agency's transit asset management plan in accordance with 49 U.S.C. 5326."

In addition, the TAM Rule requires that the transit provider's accountable executive approve its TAMP, which includes the performance measure targets.

FST has designated Ken Savage, Transit Director, to be the Accountable Executive.

# Section 2: Asset Inventory

Asset inventory is defined as a register of capital assets and information about those assets. The following capital asset items that FST owns, operates, and has a direct capital responsibility, included in the TAMP asset inventory, are comprised of rolling stock, equipment, and facilities.

## 2.1 Data Collection

Throughout the months of June - September 2026, transit staff performed on-site inspections, inventory and condition assessments on all TAM related assets described in the previous subsection. TranSystems provided the initial assessment in 2018. The three components of the asset inventory required as part of the TAM Plan are:

- Rolling Stock: All owned and operated revenue service vehicles used in the provision of providing public transportation, and includes vehicles used to primarily transport passengers. The TAM rule also stipulates that any leased vehicles used in the provision of providing public transportation must also be inventoried (not part of the condition assessment), but FST has full ownership of all of their vehicles.

- Equipment: Equipment evaluated per FTA requirements in this TAMP, is all non-revenue service vehicles regardless of value, and any Fort Smith owned equipment with a cost of over $50,000 in acquisition value. FST currently utilizes a forklift acquired in 2024 and seven (7) support vehicles for shift change, training, installation and servicing of passenger amenities and maintenance of the fleet, equipment and facilities.

- Facilities: Facilities are any structure used in providing public transportation where FST owns and has direct capital responsibility. Facilities utilized, owned and operated, by FST include maintenance buildings, administrative buildings, and passenger stations that have an acquisition cost greater than $50,000.

## 2.2.1: Asset Inventory Information

**Table 2.1** *Asset Inventory Summary*

| Asset Category | Total Number | Average Age | Average Mileage | Average Value |
|---|---|---|---|---|
| **Revenue Vehicles** | **16** | | | |
| *Large Bus* | 7 | 3.8 | 143,562 | $570,299 |
| *CU/VN Cutaway & Van* | 8 | 3.3 | 101,188 | $61,060 |
| *RT – Rubber Tired Vintage Trolley* | 1 | 19 | 180,000 | $16,500 |
| **Equipment** | **8** | | | |
| *Non-Revenue / Service Vehicles A/O* | 1 | 11.8 | 49,985 | $23,337 |
| *Non-Revenue / Service Trucks SUV* | 5 | 3.4 | 19,642 | $29,598 |
| *Non-Revenue / Service Trucks SUV Boom Truck* | 1 | 24 | 132,366 | $20,290 / $171,415 |
| *Forklift (not calculated in overall value)* | 1 | 2.1 | 30 hours | $66,799 |
| **Facilities*** | **7** | | | |
| *Administration* | 1 | 38 | N/A | $1,649,621 |
| *Maintenance* | 1 | 38 | N/A | $729,556 |
| *Transfer Station* | 1 | 16 | N/A | $1,211,541 |
| *Bus Awning* | 1 | 16 | N/A | $569,849 |
| *CNG Station* | 1 | 5 | N/A | $1,519,837 |
| *Transfer Station* | 1 | 4 | N/A | $456,540 |
| *Emergency Generator* | 1 | 4 | N/A | $301,350 |

**Values are based on purchase price and/or construction cost.*

### 2.2.2 Rolling Stock Inventory

Rolling stock is a Fort Smith Transit owned and operated revenue service vehicle used in the provision of providing public transportation and includes vehicles used to primarily transport passengers. Fort Smith Transit does not utilize or operate any third-party rolling stock assets.

**Table 2.2: Rolling Stock Inventory**

| Year | Date in Service | Months in Service as of 9/1/2026 | Asset Class | Make / Model | VIN | Agency vehicle Number | Mileage 9/1/2026 | Vehicle Length (ft) | Fuel Type | ADA Accessible Type | Vehicle Use |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2007 | 5/1/2007 | 232 | RT | Freightliner/Trolley | 4UZAACBV17CY15789 | 6 | 180,000 | 30 | D | WC | FR-Revenue |
| 2018 | 9/11/2018 | 96 | CU | Starcraft/Allstar | 1FDFE4FS1JDC31314 | 61 | 221,396 | 26 | H-G/CNG | WC | FR-Revenue |
| 2018 | 9/23/2019 | 84 | CU | Starcraft/Allstar | 1FDFE4FS7KDC46823 | 63 | 244,350 | 26 | H-G/CNG | WC | FR-Revenue |
| 2019 | 9/23/2019 | 81 | CU | Starcraft/Allstar | 1FDFE4FS2KDC46826 | 66 | 179,617 | 21 | H-G/CNG | WC | DR-Revenue |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD3116N3197590 | 67 | 142,898 | 40 | CNG | WC | FR-Revenue |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD3118N3197591 | 68 | 158,377 | 40 | CNG | WC | FR-Revenue |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD311XN3197592 | 69 | 139,476 | 40 | CNG | WC | FR-Revenue |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD3111N3197593 | 70 | 145,150 | 40 | CNG | WC | FR-Revenue |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31B102H4 | 15GGB3116N3197594 | 71 | 180,607 | 35 | CNG | WC | FR-Revenue |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31B102H4 | 15GGB3118N3197595 | 72 | 171,378 | 35 | CNG | WC | FR-Revenue |
| 2023 | 3/27/2023 | 42 | BU | Gillig G31B102H4 | 15GGB311OP3198498 | 73 | 67,054 | 35 | CNG | WC | FR-Revenue |
| 2024 | 4/23/2025 | 17 | VN | Mobility Transit Van | 1FDVU4X8XRKB31206 | 74 | 57,490 | 22 | G | WC | DR-Revenue |
| 2024 | 4/23/2025 | 17 | VN | Mobility Transit Van | 1FDVU4X8XRKB31009 | 75 | 53,465 | 22 | G | WC | DR-Revenue |
| 2026 | 1/16/2026 | 7 | VN | Mobility Transit Van | 1FDVU4XG9TKA12723 | 76 | 21,953 | 22 | G | WC | DR-Revenue |
| 2026 | 1/16/2026 | 7 | VN | Mobility Transit Van | 1FDVU4XG2TKA12773 | 77 | 13,832 | 22 | G | WC | DR-Revenue |
| 2026 | 1/16/2026 | 7 | VN | Mobility Transit Van | 1FDVU4XG3TKA12989 | 78 | 17,398 | 22 | G | WC | DR-Revenue |

### 2.2.3 Equipment Inventory – Non-Revenue Vehicles

Equipment evaluated per FTA requirements in this TAMP is all non-revenue service vehicles regardless of value and any Fort Smith Transit owned equipment with a cost of over $50,000 in acquisition value. Equipment includes non-revenue service vehicles that are primarily used to support maintenance and repair work for a public transportation system, supervisory work, or for the delivery of materials, equipment, or tools. Fort Smith Transit does not utilize or operate any third-party non-revenue service vehicle equipment assets.

**Table 2.3: Equipment Inventory**

| Year | Date in Service | Month in service as of 9/1/2026 | Asset Class | Make / Model | VIN/ Serial Number | Agency Vehicle Number / Asset Tag | Mileage as of 9/1/2026 | Fuel Type | Vehicle Use |
|---|---|---|---|---|---|---|---|---|---|
| 2001 | 10/1/2001 | 288 | TR | Dodge Service Crane Truck | 3B6MF36681M563801 | 164 | 132,366 | D | Maintenance |
| 2015 | 12/1/2014 | 141 | AO | Ford Fusion S Hybrid | 3FA6POUU2FR199263 | 444 | 49,985 | G | Staff |
| 2020 | 5/8/2020 | 76 | TR | Dodge/Ram | 1C6RR7XT7LS131531 | 620 | 36,799 | G | Maintenance |
| 2022 | 6/12/2022 | 51 | TR | Dodge/Ram | 1C6RR7XT3NS163251 | 871 | 34,594 | G | Staff |
| 2023 | 12/23/2023 | 33 | TR | Dodge/Ram | 1C6RR7XT9PS598035 | 530 | 12,234 | G | Staff |
| 2024 | 7/3/2024 | 26 | TR | Dodge/Ram | 1C6RR7XT9RS149537 | 655 | 9,862 | G | Staff |
| 2025 | 5/22/2025 | 16 | TR | Dodge/Ram | 1C6SRFGP9SN695791 | 681 | 4,722 | G | Staff |
| 2024 | 10/1/2024 | 26 | CE | Forklift | FGBOT-4420-01686 | 1146 | 30 | LP | Maintenance |
| 2027 | TBD | | TR | F 550 Crane Truck | TBD | | | D | Maintenance |

### *2.2.4 Facility Inventory*

Facilities are any structure used in providing public transportation where Fort Smith Transit owns and has a direct capital responsibility. Facilities utilized by Fort Smith Transit include: maintenance, administrative buildings and passenger facilities as seen in Table 2.4. Of the facilities listed in Table 2.4, all are 100% the capital responsibility of Fort Smith Transit.

***Table 2.4 Facility Inventory***

| Facility Description | Asset Classification | Location | Year Built | Lot Size (Acres) | Building Size (Sq. Ft.) | Primary Mode Served | Owner | Capital Responsibility |
|---|---|---|---|---|---|---|---|---|
| Administrative Office | Administrative Facility | 6821 Jenny Lind Road Fort Smith, AR 72908 | 1988 | 19+ | 9,600 | Fixed Route and Paratransit | Fort Smith Transit | 100% |
| Maintenance Garage | Maintenance Facility | 6821 Jenny Lind Road Fort Smith, AR 72908 | 1988 | N/A | 11,588 | Fixed Route and Paratransit | Fort Smith Transit | 100% |
| Bus Awning | Maintenance Facility | 6821 Jenny Lind Road Fort Smith, AR 72908 | 2010 | N/A | 15,000 | Fixed Route and Paratransit | Fort Smith Transit | 100% |
| Transfer Station | Passenger Facility | 200 Wheeler Avenue, Fort Smith, AR 72901 | 2010 | N/A | 1,200 | Fixed Route | Fort Smith Transit | 100% |
| CNG Fuel Station | Maintenance Facility | 6821 Jenny Lind Road Fort Smith, AR 72908 | 2021 | N/A | 1,600 | Fixed Route and Paratransit | Fort Smith Transit | 100% |
| Transfer Station Awning | Passenger Facility | 200 Wheeler Avenue, Fort Smith, AR 72901 | 2022 | N/A | 5,000 | Fixed Route | Fort Smith Transit | 100% |
| Emergency Generator | Maintenance Facility | 6821 Jenny Lind Road Fort Smith, AR 72908 | 2022 | N/A | 200 | Fixed Route and Paratransit | Fort Smith Transit | 100% |

# Section 3: Asset Condition Assessment

### 3.1 Asset Condition Assessment Overview

Fort Smith Transit assesses the condition of its assets on an annual basis by utilizing the FTA TERM (Transit Economic Requirements Model) condition rating assessment scale (see Table 3.1 below). This rating scale assigned a numerical value or rank based on the physical condition(s) presented by each individual asset throughout its life cycle. The rating scale is based on numbers 1.0 to 5.0, with five being new and one being poor. Assets with a rating of 2.0 or higher are considered to be in a State of Good Repair. All completed asset inspection forms are documented in the data set of Appendices A - C.

### 3.2 State of Good Repair (SGR)

State of Good Repair (SGR) is defined as the condition in which a capital asset is able to operate at a full level of performance. An individual capital asset may operate at a full level of performance regardless of whether or not other capital assets within a public transportation system are in a SGR. Due to this, each asset is individually conditionally assessed. The SGR policy for Fort Smith Transit has determined that an asset is operating at full level of performance if the asset can answer YES to the questions below:

a. Is the asset able to perform its designed function?
b. Does the asset operate without any known unacceptabie safety risk?
c. Does the asset have remaining Useful Life (as determined in Section 5 of this plan)?

The TAM Final Rule established three performance measures which are a minimum national standard for transit operators. These performance measures are:

- **Rolling Stock:** The percentage of revenue vehicles (by type) that exceed the useful life benchmark (ULB).
- **Equipment:** The percentage of non-revenue service vehicles (by type) that exceed the ULB.
- **Facilities:** The percentage of facilities (by group) that are rated less than 2.0 on the Transit Economic Requirements Model (TERM) Scale

The purpose of the FST TAM Plan is to keep assets in a SGR through setting these targets, and optimizing the capital investment plan to achieve these targets. Failure to achieve or maintain a SGR leads to:

- Safety risks for the users of public transit
- Decreased system reliability, more road calls, and shorter distances between failures
- Higher maintenance costs
- Lower system performance and eventually lower customer satisfaction

**Table 3.1: FTA TERM Rating Scale**

| FTA TERM Rating Scale | | |
|---|---|---|
| **Rank** | **Category** | **Description** |
| 4.8 – 5.0 | Excellent | New Asset; no visible defects. |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s). |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s). |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its useful life; increasing number of defective or deteriorated component(s) and increasing maintenance needs. |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s). |

## 3.3 Condition Assessment by Asset Category

### 3.3.1 Rolling Stock Condition Assessment

FST staff completed the assessments for the current plan. The TAMP Rolling Stock condition assessment consists of assigning a condition rating to all rolling stock assets for which FST owns and has a direct capital responsibility. A condition assessment ranking is not conducted in the TAMP for rolling stock assets for which FST does not own the rolling stock asset, the rolling stock asset is owned by a third party, and/or where FST does not have a direct capital responsibility for the rolling stock asset.

However, for the purposes of NTD reporting (Inventory and Condition Submittal), all FST owned and third party owned rolling stock assets (regardless of direct capital responsibility) are assigned an asset condition rating. At the time of this report, FST owns and operates all fixed routes and paratransit rolling stock (revenue vehicles). The Rolling Stock Condition Assessment Tables can be found in Table 3.2.

**Table 3.2 Rolling Stock Condition Assessment**

| Year | Date in Service | Months in Service 9/1/2026 | Asset Class | Make / Model | VIN | Agency Vehicle Number | Mileage 9/1/2026 | Vehicle Length (ft) | Fuel | ADA Accessible Type | Vehicle Use | Condition Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2007 | 5/1/2007 | 232 | RT | Freightliner Trolley | 4UZAACBV17CY15789 | 6 | 180,000 | 30 | D | WC | FR Revenue | 2.8 |
| 2018 | 9/11/2018 | 96 | CU | Starcraft / Allstar | 1FDFE4FS1JDC31314 | 61 | 221,396 | 26 | H-G/CNG | WC | FR-Revenue | 1.8 |
| 2018 | 9/23/2019 | 84 | CU | Starcraft / Allstar | 1FDFE4FS7KDC46823 | 63 | 244,350 | 26 | H-G/CNG | WC | FR-Revenue | 1.9 |
| 2019 | 9/23/2019 | 81 | CU | Starcraft / Allstar | 1FDFE4FS2KDC46826 | 66 | 179,617 | 21 | H-G/CNG | WC | DR-Revenue | 2.8 |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD3116N3197590 | 67 | 142,898 | 40 | CNG | WC | FR-Revenue | 4.1 |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD3118N3197591 | 68 | 158,377 | 40 | CNG | WC | FR-Revenue | 4.1 |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD311XN3197592 | 69 | 139,476 | 40 | CNG | WC | FR-Revenue | 4.1 |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31D102H4 | 15GGD3111N3197593 | 70 | 145,150 | 40 | CNG | WC | FR-Revenue | 4.1 |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31B102H4 | 15GGB3116N3197594 | 71 | 180,607 | 35 | CNG | WC | FR-Revenue | 4.1 |
| 2022 | 11/28/2022 | 46 | BU | Gillig G31B102H4 | 15GGB3118N3197595 | 72 | 171,378 | 35 | CNG | WC | FR-Revenue | 4.1 |
| 2023 | 3/27/2023 | 42 | BU | Gillig G31B102H4 | 15GGB311OP3198498 | 73 | 67,054 | 35 | CNG | WC | FR-Revenue | 4.1 |
| 2024 | 4/23/2025 | 17 | VN | Mobility Transit Van | 1FDVU4X8XRKB31206 | 74 | 57,490 | 22 | G | WC | DR Revenue | 4.8 |
| 2024 | 4/23/2025 | 17 | VN | Mobility Transit Van | 1FDVU4X8XRKB31009 | 75 | 53,465 | 22 | G | WC | DR Revenue | 4.8 |
| 2026 | 1/16/2026 | 7 | VN | Mobility Transit Van | 1FDVU4XG9TKA12723 | 76 | 21,953 | 22 | G | WC | DR Revenue | 5.0 |
| 2026 | 1/16/2026 | 7 | VN | Mobility Transit Van | 1FDVU4XG2TKA12773 | 77 | 13,832 | 22 | G | WC | DR Revenue | 5.0 |
| 2026 | 1/16/2026 | 7 | VN | Mobility Transit Van | 1FDVU4XG3TKA12989 | 78 | 17,398 | 22 | G | WC | DR Revenue | 5.0 |

**Figure 3.1: Sample Revenue Vehicle Inventory and Condition Form**

City of Fort Smith Transit

## Revenue Vehicle Inventory & Condition Assessment Form

**Agency Name:** _____

**Inventory Date:** _____

**Make:** _____

**Modal:** _____

**Year:** _____

**ID/Serial Number/VIN:** _____

**Mileage:** _____

**Date in Service:** _____

**Vehicle Location:** _____

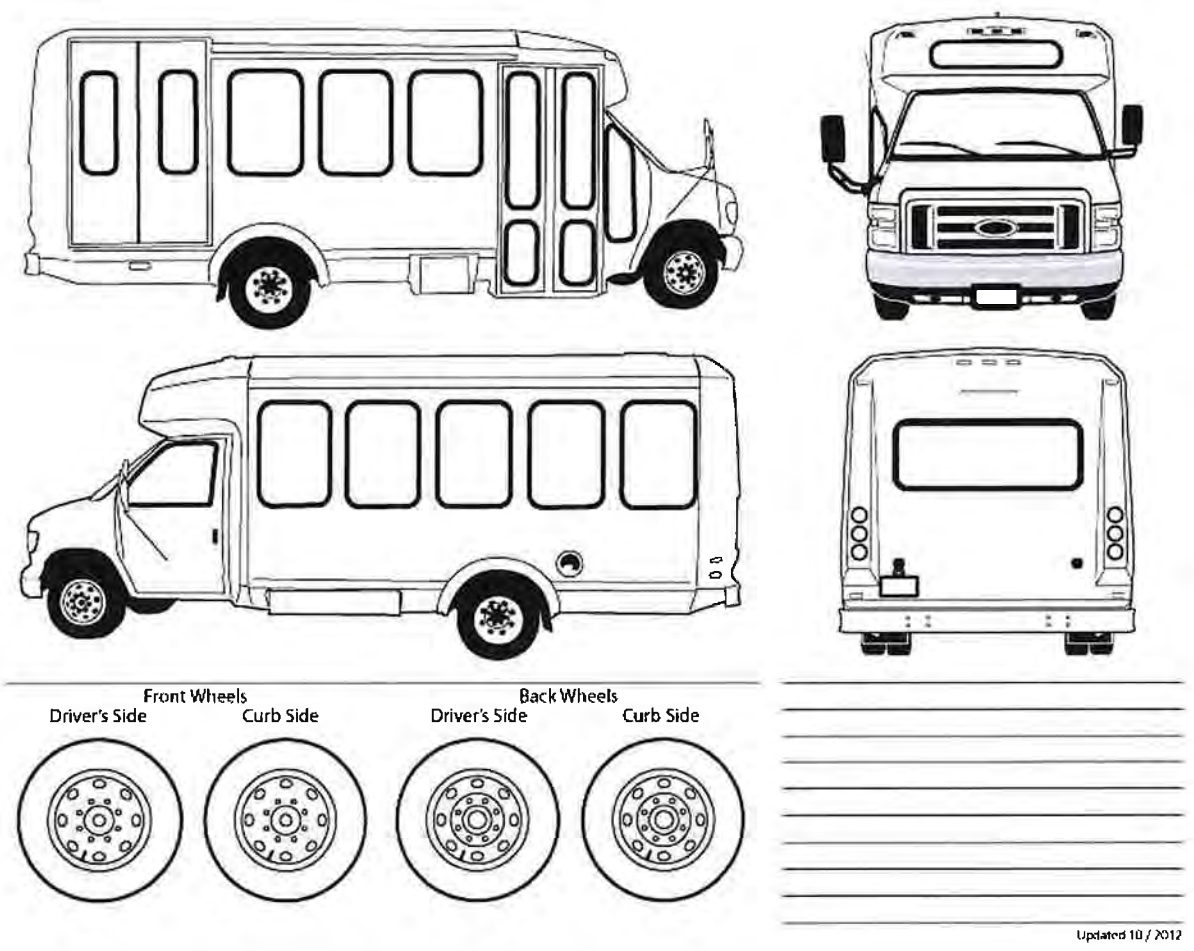
| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: _____

Additional Vehicle Comments: _____

**Figure 3.1: Sample Revenue Vehicle Inventory and Condition Form**




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ☐ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ☐ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ☐ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ☐ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ☐ Yes | ☐ No | ☐ N/A |
| Horn | ☐ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ☐ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ☐ Yes | ☐ No | ☐ N/A |
| Cleanliness | ☐ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ☐ No | ☐ N/A |

### 3.3.2 Equipment Condition Assessment

The TAMP Equipment condition assessment consists of assigning a TERM physical condition rating to equipment that is either a non-revenue service vehicle or a non-vehicle equipment asset with an acquisition value of $50,000 or more (individual line item or group). Furthermore, the equipment condition assessment contains only assets for which FST owns and has a direct capital responsibility.

A condition assessment ranking is not conducted in the TAMP for equipment assets for which FST does not own, is owned by a third party, the equipment has an acquisition cost below $50,000 (individual line item or group), or where FST does not have a direct capital responsibility.

**Table 3.3 Equipment Condition Assessment**

| Item # | Classification | Item | Service Start Year | Age Months | Quantity | Status | Replacement Cost | Condition Rating |
|---|---|---|---|---|---|---|---|---|
| 164 | Maintenance Vehicle | Dodge/Service Truck | 10/1/01 | 288 | 1 | In-Service | $60,000 | 2.0 |
| 444 | Staff/Transfer Vehicle | Ford/Fusion S Hybrid | 12/1/14 | 141 | 1 | In-Service | $35,000 | 3.5 |
| 620 | Maintenance Vehicle | Dodge/Ram | 5/8/20 | 76 | 1 | In-Service | $30,000 | 4.4 |
| 871 | Lead/Transfer Vehicle | Dodge/Ram | 6/12/22 | 51 | 1 | In-Service | $28,000 | 4.8 |
| 530 | Leads Vehicle | Dodge/Ram | 12/23/23 | 33 | 1 | In-Service | $35,000 | 4.8 |
| 655 | Transfer Vehicle | Dodge/Ram | 7/3/24 | 26 | 1 | In-Service | $35,000 | 4.9 |
| 681 | Transfer Vehicle | Dodge/Ram | 5/22/25 | 16 | 1 | In-Service | $67,000 | 5.0 |
| 1146 | Maintenance | Forklift | 10/1/24 | 26 | 1 | In-Service | $171,415 | 5.0 |

### 3.3.3 Facilities Condition Assessment

The TAMP Facilities condition assessment consists of assigning a physical condition rating, based on the FTA TERM Scale (Table 3.1), to all facility assets for which FST owns and has a direct capital responsibility. A condition assessment ranking is not conducted in the TAM Plan for facility assets for which FST does not own the asset, the facility asset is owned by a third party, and/or where Fort Smith Transit does not have a direct capital responsibility for the facility asset.

However, for the purposes of NTD reporting (Inventory and Condition Submittal), all FST owned and third party owned facility assets (regardless of direct capital responsibility) are included in the Facility Asset Inventory (see Table 2.2.4). Only FST owned facility assets with a direct capital responsibility are assigned a facility asset condition rating.

At the time of this report, Fort Smith Transit only owns, operates, and has a direct capital responsibility for its administration office, maintenance garage, CNG fueling station, bus awning, transfer station facility, transfer station awning and generator.

Each condition assessment inspection will typically take place in June/September of each calendar year. The inspection of major facility components and subcomponents will be conducted by the FST Maintenance Supervisor or designated FST staff member, with results and data reported to FST's Accountable Executive.

The Facilities Condition Assessment can be found in Table 3.4.

**Table 3.4 Facilities Condition Assessment**

| Facility Description | Asset Classification | Location | Year Built | Lot Size (Acres) | Building Size (sq.ft.) | Primary Mode Served | Owner | Capital Responsibility | Condition Rating |
|---|---|---|---|---|---|---|---|---|---|
| Administrative Office | Administrative Facility | 6821 Jenny Lind Road, Fort Smith, AR 72908 | 1988 | 19+ | 9,600 | Fixed Route and Paratransit | Fort Smith Transit | 100% | 3.9 |
| Maintenance Garage | Maintenance Facility | 6821 Jenny Lind Road, Fort Smith, AR 72908 | 1988 | N/A | 11,588 | Fixed Route and Paratransit | Fort Smith Transit | 100% | 3.9 |
| Bus Awning | Maintenance Facility | 6821 Jenny Lind Road, Fort Smith, AR 72908 | 2010 | N/A | 15,500 | Fixed Route and Paratransit | Fort Smith Transit | 100% | 4.2 |
| Transfer Station | Passenger Facility | 200 Wheeler Avenue, Fort Smith, AR 72901 | 2010 | N/A | 1,200 | Fixed Route | Fort Smith Transit | 100% | 3.5 |
| CNG Fuel Station | Maintenance Facility | 6821 Jenny Lind Road, Fort Smith, AR 72908 | 2021 | N/A | 1,600 | Fixed Route and Paratransit | Fort Smith Transit | 100% | 4.5 |
| Transfer Station Awning | Passenger Facility | 200 Wheeler Avenue, Fort Smith, AR 72901 | 2022 | N/A | 5,000 | Fixed Route | Fort Smith Transit | 100% | 4.8 |
| Emergency Generator | Maintenance Facility | 6821 Jenny Lind Road, Fort Smith, AR 72908 | 2022 | N/A | 200 | Fixed Route and Paratransit | Fort Smith Transit | 100% | 4.8 |

**Figure 3.3: Sample Facility Inventory and Condition Form**

City of Fort Smith Transit

## Facility Inventory & Condition Assessment Form

**Agency Name:** _____

**Inventory Date:** _____

**Facility Address:** _____

**Facility Name:** _____

**Year Built or Replaced:** _____

**Primary Mode Served:** _____

**Square Feet:** _____

**Percent Capital Responsibility:** _____

**Section of Larger Facility?** ☐ **Yes** ☐ **No**

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ☐ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ☐ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

**Figure 3.3: Sample Facility Inventory and Condition Form**

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | | |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | | |
| | Roof, gutters, eaves, skylights, pillars, and walls | | |
| | Exterior windows, doors, and all finishes (paint and masonry) | | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | | |
| | Interior stairs and landings | | |
| | Finishes: materials used on walls, floors, and ceilings | | |
| Conveyance | Elevators and escalators | | |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | | |
| | Water supply | | |
| | Sanitary waste | | |
| | Rainwater drainage | | |
| HVAC | Energy supply | | |
| | Heating/cooling generation and distribution systems | | |
| | Testing, balancing, controls, and instrumentation | | |
| | Chimneys and vents | | |
| Fire Protection | Sprinklers | N/A | |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | N/A | |
| Electrical | Electrical service and distribution | | |
| | Lighting and branch wiring (interior and exterior) | | |
| | Communications and security | | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | |
| Site | Pedestrian areas and associated signage, marking, and equipment | | |
| | Site development, such as fences, walls, and miscellaneous structures | | |
| | Landscaping and irrigation | | |
| | Site utilities | | |

**Cumulative Primary Level Score (CPLS):**_____

**Final Term Rating (CPLS/10):**_____

### 3.4 Asset Condition Assessment Results

The remaining section includes a breakdown of the asset condition assessment results for each asset category: revenue vehicles, equipment, and facilities.

#### 3.4.1 Revenue Vehicle Condition Assessment Results

To determine the revenue vehicle condition, FST is using a three factor score to determine the total vehicle condition based on the:

**Table 3.5 Age and Mileage Condition Assessment Scoring Ratios**

| Percentage of UL Used | Score |
|---|---|
| 0.0% to 25.0% | 5 |
| 25.1% to 50.0% | 4 |
| 50.1% to 75.0% | 3 |
| 75.1% to 100.0% | 2 |
| Over 100.1% | 1 |

The breakdown for each of the assessment categories is below.

- **Condition**

The condition score is the most subjective of the three benchmarks but is still useful to use in providing a full picture of the assets overall condition. According to Table 3.2 Rolling Stock Condition Assessment, Two (2) of the six-teen (16) vehicles, or 12.5%, have a condition rating below 2.0.

The target for a condition evaluation is 80% with a rating of 2.0 or higher. The SGR meets the target for the condition category.

- **Age**

The age benchmark is determined by evaluating the number of years the vehicle has been in service versus the ULB for the asset class. Each asset class for revenue vehicles has a specific ULB determined by FTA for the TAM process as seen in Table 3.6.

**Table 3.6 FTA TAM Established Useful Life Benchmarks for Age of Asset Class**

| Asset Class | Age ULB | Months in Service | # of Vehicles | # of Vehicles Exceeding Age ULB | % of Vehicles Exceeding Age ULB |
|---|---|---|---|---|---|
| Large Bus | 14 Years | 168 | 7 | 0 | 0% |
| Mobility Van | 5 Years | 60 | 5 | 0 | 0% |
| Cutaway | 10 Years | 120 | 3 | 0 | 0% |
| Trolley | 20 Years | 240 | 1 | 0 | 0% |
| **Totals:** | | | 16 | 0 | 0% |

The target for age evaluation for the trolley is 20%. All other rolling stock is 10% ULB 0r 90% with remaining useful life. The trolley ULB was adjusted to twenty (20) years in the prior 2025 TAMP and the applicable age remains just below ULB for the current year. There are no revenue vehicles exceeding the ULB pertaining to the age of vehicles. The SGR meets the targets for age category.

**Mileage**

The mileage benchmark is determined by each asset class' useful life based on general life expectancy and the specific use that FST has for the lifecycle of that class.

Table 3.7 TAM Useful Life Benchmarks for Mileage of Asset Class

| Asset Class | Mileage ULB | # of Vehicles | # of Vehicles Exceeding Mileage ULB | % of Vehicles Exceeding Mileage ULB |
|---|---|---|---|---|
| Large Bus | 500,000 miles | 7 | 0 | 0% |
| Cutaway | 250,000 miles | 3 | 0 | 0% |
| Mobility Van | 150000 miles | 5 | 0 | 0% |
| Trolley | 350,000 miles | 1 | 0 | 0% |
| **Totals:** | | 16 | 0 | 0% |

The mileage scores are determined by reference to the ULB based on percentages used by the asset. As seen in Table 3.7, there are no revenue vehicles exceeding the ULB pertaining to the mileage of the vehicles. FST meets the benchmark mileage target of 80% of the asset class with remaining useful life.

**Cumulative**

The condition, age and mileage scores based on the five-point TERM scale will be averaged to determine a cumulative score for each asset. The target for the cumulative score is 20% or 80% with score of 2 or higher (max score of 5). As seen in Table 3.9 there is one vehicle with a score of 1.93, when rounded becomes a 2.0; therefore, all revenue vehicles remain within SGR rating for the cumulative category.

3.4.2 Revenue Vehicle State of Good Repair Summary

The Table 3.8 shows the SGR for each asset class based on the cumulative score detailed in 3.4.1 of this document. A detailed table of the cumulative scoring can be found in Table 3.9.

**Table 3.8 Revenue Vehicle SGR by Asset Class**

| Asset Class | SGR Minimum Score | # of Vehicles | # of Vehicles Exceeding ULB | % Exceeding SGR |
|---|---|---|---|---|
| Large Bus | 2.0 | 7 | 0 | 0% |
| Cutaway | 2.0 | 3 | 0 | 0% |
| Mobility Van | 2.0 | 5 | 0 | 0% |
| Rubber-Tired Vintage Trolley | 2.0 | 1 | 0 | 0% |
| Totals: | | 16 | 0 | 0% |

## Table 3.9 Revenue Vehicle Cumulative Condition, Age and Mileage Scores

| Asset Class | Make / Model | Agency Vehicle # | Cond. Rating | Year | Date in Service | Months in Service 2026 | FTA Useful Life Years | UL Age Cond. Rating | Useful Life Years % | Mileage 9/1/2026 | Useful Life Mileage | Useful Life Mileage % | Rem. Useful Life Miles | Ul Mileage Cond. Rating | Cum. Cond. Rating | Replc. Cost | Current Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RT | Freightliner/Trolley | 6 | 2.8 | 2007 | 5/1/2007 | 232 | 20 | 2.00 | 96.7% | 180,000 | 200,000 | 90.0% | 20,000 | 2.00 | 2.3 | $165,000 | $16,500 |
| CU | Starcraft / Allstar | 61 | 1.8 | 2018 | 9/11/2018 | 96 | 7 | 2.00 | 80% | 221,396 | 250,000 | 86.6% | 28,604 | 2.00 | 1.9 | $82,000 | $9,382 |
| CU | Starcraft / Allstar | 63 | 1.9 | 2018 | 9/23/2019 | 84 | 7 | 3.00 | 70% | 244,350 | 250,000 | 97.7% | 5,650 | 2.00 | 2.3 | $82,000 | $1,853 |
| CU | Starcraft / Allstar | 66 | 2.8 | 2019 | 9/23/2019 | 81 | 7 | 3.00 | 67.5% | 179,617 | 250,000 | 71.8% | 70,383 | 3.00 | 2.9 | $82,000 | $23,086 |
| BU | Gillig G31D102H4 | 67 | 4.1 | 2022 | 11/28/2022 | 46 | 14 | 4.00 | 27.4% | 142,898 | 500,000 | 28.6% | 357,102 | 4.00 | 4.0 | $800,000 | $571,363 |
| BU | Gillig G31D102H4 | 68 | 4.1 | 2022 | 11/28/2022 | 46 | 14 | 4.00 | 27.4% | 158,377 | 500,000 | 31.7% | 341,623 | 4.00 | 4.0 | $800,000 | $546,597 |
| BU | Gillig G31D102H4 | 69 | 4.1 | 2022 | 11/28/2022 | 46 | 14 | 4.00 | 27.4% | 139,476 | 500,000 | 27.9% | 360,524 | 4.00 | 4.0 | $800,000 | $576,638 |
| BU | Gillig G31D102H4 | 70 | 4.1 | 2022 | 11/28/2022 | 46 | 14 | 4.00 | 27.4% | 145,150 | 500,000 | 29.0% | 354,850 | 4.00 | 4.0 | $800,000 | $567,760 |
| BU | Gillig G31B102H4 | 71 | 4.1 | 2022 | 11/28/2022 | 46 | 14 | 4.00 | 27.4% | 180,607 | 500,000 | 36.1% | 319,393 | 4.00 | 4.0 | $800,000 | $511,029 |
| BU | Gillig G31B102H4 | 72 | 4.1 | 2022 | 11/28/2022 | 46 | 14 | 4.00 | 27.4% | 171,378 | 500,000 | 34.3% | 326,622 | 4.00 | 4.0 | $800,000 | $525,795 |
| BU | Gillig G31B102H4 | 73 | 4.1 | 2023 | 3/27/2023 | 42 | 14 | 5.00 | 25% | 67,054 | 500,000 | 13.4% | 432,946 | 5.00 | 4.7 | $800,000 | $692,714 |
| VN | Mobility Transit Van | 74 | 4.8 | 2024 | 4/23/2025 | 17 | 5 | 4.00 | 28.3% | 57,490 | 150,000 | 38.3% | 92,510 | 4.00 | 4.3 | $115,000 | $70,924 |
| VN | Mobility Transit Van | 75 | 4.8 | 2024 | 4/23/2025 | 17 | 5 | 4.00 | 28.3% | 53,465 | 150,000 | 35.6% | 96,535 | 4.00 | 4.3 | $115,000 | $74,010 |
| VN | Mobility Transit Van | 76 | 5.0 | 2026 | 1/16/2026 | 7 | 5 | 5.00 | 11.7% | 21,953 | 150,000 | 14.6% | 128,047 | 5.00 | 5.0 | $115,000 | $98,169 |
| VN | Mobility Transit Van | 77 | 5.0 | 2026 | 1/16/2026 | 7 | 5 | 5.00 | 11.7% | 13,832 | 150,000 | 9.2% | 136,168 | 5.00 | 5.0 | $115,000 | $104,395 |
| VN | Mobility Transit Van | 78 | 5.0 | 2026 | 1/16/2026 | 7 | 5 | 5.00 | 11.7% | 17,398 | 150,000 | 11.6% | 132,602 | 5.00 | 5.0 | $115,000 | $101,662 |

### 3.4.3 Equipment Condition Assessment Results

Equipment evaluated per FTA requirements in this TAMP, is all non-revenue service vehicles regardless of value and any FST owned equipment with a cost of over $50,000 in acquisition value. Equipment includes non-revenue service vehicles that are primarily used to support maintenance and repair work for a public transportation system, supervisory work, or for the delivery of materials, equipment, or tools.

For the purpose of the condition assessment, the asset category for equipment is split into two sections: non-revenue vehicles regardless of cost and equipment with an acquisition value over $50,000.

#### 3.4.3.1 Non-Revenue Vehicles

The non-revenue vehicles are scored in the same manner as the revenue vehicles. The target is 20% for 2026. FST currently has an active fleet of seven (7) staff/maintenance vehicles and one (1) forklift.

To determine the non-revenue vehicle condition, FST is using a three factor score:

- **Condition**
  The condition score is the most subjective of the three benchmarks but is still useful to use in providing a full picture of the assets overall condition. According to Table 3.3 Equipment Condition Assessment, seven (7) support vehicles and one (1) forklift, have a condition rating of 2 or higher.

  The benchmark for condition evaluation is 20% meaning 80% with a condition rating of 2 or higher. The fleet currently meets this benchmark.

- **Age**
  The age benchmark is determined by evaluating the number of years the vehicle has been in service versus the ULB for the asset class. Each asset class for non-revenue vehicles has a specific ULB determined by FTA for the TAM process as seen in Table 3.10.

**Table 3.10 FTA TAM Established Useful Life Benchmarks for Age of Asset Class - Non Revenue**

| Asset Class | ULB | # of Vehicles | # Exceeding ULB | % Exceeding ULB |
|---|---|---|---|---|
| Automobile | 8 Years | 1 | 1 | 14% |
| Truck / SUV | 14 Years | 5 | 0 | 0% |
| Boom Truck | 23 Years | 1 | 0 | 0% |
| Forklift | 15 Years | 1 | 0 | 0% |
| **Totals:** | | 8 | 1 | 14% |

As seen in Table 3.10, One (I) vehicle has exceeded its useful life in the non-revenue age category. This vehicle is used frequently for short distance travel and remains in good overall SGR. It should also be noted the City of Fort Smith has made considerable investments over the past few years in acquiring new support vehicles to be more in line with FTA's published condition ratings.

### Mileage

The mileage benchmark is determined by each asset class' useful life based on general life expectancy and the specific use for FST.

Table 3.11 TAM Useful Life Benchmarks for Mileage of Asset Class - Non Revenue

| Asset Class | Mileage ULB | # of Vehicles | # Exceeding ULB | % Exceeding ULB |
|---|---|---|---|---|
| Automobile | 150,000 miles | 1 | 0 | 0% |
| Truck / SUV | 200,000 miles | 5 | 0 | 0% |
| Boom Truck | 200,000 miles | 1 | 0 | 0% |
| Forklift | 10,000 miles | 1 | 0 | 0% |
| **Totals:** | | | 0 | 0% |

According to table 3.11, all seven (7) vehicles have remaining mileage ULB. The forklift was replaced with a new model in October of 2024.

### Cumulative

The condition, age, and mileage scores, based on the five-point TERM Scale, are averaged to determine a cumulative score for each asset. The target for the cumulative score in 2026 is 20% meaning 80% of the asset class with a score two (2) or higher. The fleet currently meets this benchmark. See Table 3.12. Investment prioritization schedule, which includes replacements to improve the overall SGR strategy.

**Table 3.12 Non-Revenue Vehicle Cumulative Condition, Age and Mileage Scores (Active Support Fleet)**

| Asset Class | Make / Model | Agency Vehicle Number | Condition Rating | Year | Date in Service | Months in Service 9/1/26 | FTA Useful Life Years | Useful Life Years % | UL Age Condition Rating | Mileage | Useful Life Mileage | Useful Life Mileage % | Remaining Useful Life Miles | UL Mileage Condition Rating | Cumulative Condition Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TR | Dodge Service Truck | 164 | 2.2 | 2001 | 10/1/2001 | 288 | 23 | 104.3% | 1.00 | 132,366 | 200,000 | 66.2% | 67,634 | 3.00 | 2.07 |
| AO | Ford Fusion Hybrid | 444 | 3.6 | 2014 | 12/1/2014 | 141 | 8 | 146.9% | 1.00 | 49,985 | 150,000 | 33.3% | 100,015 | 4.00 | 2.87 |
| TR | Dodge Ram | 620 | 4.5 | 2020 | 5/8/2020 | 76 | 14 | 45.2% | 4.00 | 36,799 | 200,000 | 18.4% | 163,201 | 5.00 | 4.50 |
| TR | Dodge Ram | 871 | 4.8 | 2022 | 6/12/2022 | 51 | 14 | 30.4% | 4.00 | 34,594 | 200,000 | 17.3% | 165,406 | 5.00 | 4.60 |
| TR | Dodge Ram | 530 | 4.9 | 2023 | 12/23/2023 | 33 | 14 | 19.6% | 5.00 | 12,234 | 200,000 | 6.1% | 187,766 | 5.00 | 4.97 |
| TR | Dodge Ram | 655 | 5.0 | 2024 | 7/3/2024 | 26 | 14 | 15.5% | 5.00 | 9,862 | 200,000 | 4.9% | 190,138 | 5.00 | 5.00 |
| TR | Dodge Ram | 681 | 5.0 | 2025 | 5/22/2025 | 16 | 14 | 9.5% | 5.00 | 4,722 | 200,000 | 2.4% | 195,278 | 5.00 | 5.00 |
| CE | Forklift | 1146 | 5.0 | 2024 | 10/1/2025 | 26 | 15 | 14.4% | 5.00 | 30 | 10,000 | .3% | 9,970 | 5.00 | 5.00 |

#### 3.4.3.2 Other Equipment

Fort Smith Transit does not own any equipment asset item (single line item or group) with a cost at or over $50,000 om acquisition value.

### 3.4.4 Facility Condition Assessment Results

The TAM Plan Facilities condition assessment consists of assigning a physical condition rating, based on the FTA TERM Scale, to all facility assets for which FST owns and has a direct capital responsibility. A condition assessment ranking is not conducted in the TAM Plan for facility assets for which FST does not own the asset, the facility asset is owned by a third party, and/or where FST does not have a direct capital responsibility for the facility asset (the asset is included in the Asset Inventory, but not in the Condition Assessment).

Only FST owned facility assets with a direct capital responsibility are assigned a facility asset condition rating. At the time of this report, FST owns, operates, and has a direct capital responsibility for its administration office, maintenance garage, bus awning, transfer station, CNG fueling station, passenger awning and generator.

Each condition assessment inspection will take place in June/August of each calendar year. The inspection of major facility components and subcomponents will be conducted by the Maintenance Supervisor of FST with results and data reported to the Accountable Executive.

The target for the facility evaluation for 2026 is 90% of the asset class with a condition score over 2.0. The facilities currently meets this benchmark. Of the seven (7) facilities, 100% of them are scoring above a 2.0 (see Table 3.4 Facilities Condition Assessment for details).

**Table 3.13 Facility Condition Assessment Summary**

| Facility Description | Asset Classification | Condition Rating |
|---|---|---|
| Administrative Office | Administrative Facility | 3.9 |
| Maintenance Garage | Maintenance Facility | 3.9 |
| Bus Awning | Maintenance Facility | 4.2 |
| Transfer Station | Passenger Facility | 3.5 |
| CNG Fueling Station | Maintenance Facility | 4.5 |
| Transfer Station Awning | Passenger Facility | 4.8 |
| Emergency Generator | Maintenance Facility | 4.8 |

## Section 4: Decision Making Tools

Sections 4 and 5 of this document are interrelated and detail the process and tools used to manage the lifecycle planning of capital public transportation assets. FST staff within the maintenance, finance/grants, compliance, operations and safety, and executive departments utilizes a variety of management practices, policies, and technology to manage, maintain, and plan throughout the life cycle of an asset. Table 4.1 shows the typical Fort Smith Transit Decision Support and Capital Asset Investment Planning Process.

**Table 4.1 Decision Support and Capital Asset Investment Planning Process**

| Step | Process Description |
|---|---|
| 1 | Bi-annual management meeting to review asset performance and set goals |
| 2 | Development of or update to department policies, procedures, and SOPs. |
| 3 | Creation or update of: Operations Plan, Facility and Equipment Maintenance Plan, Procurement Manual, Fleet Maintenance Plan, TAMP and Finance Capital Plan |
| 4 | Data collection, analysis and review |
| 5 | Update, record and report data: ArDOT, NTD, TAMP |
| 6 | Department management meetings, assess asset and transit system capital investment needs based on: safety deficiencies, ADA accessibility, agency capacity, consumer demand, maintenance needs, data, and available funding. |
| 7 | Development of or update to Asset Improvement Priority List of Projects and Programs. Placement in TIP/STIP. |
| 8 | Contract advertising – RFP (BID) and Award Process |
| 9 | Project/Program implementation and monitoring |

Beyond the planning process outlined above, there are several other documents that provide additional decision support including:

- Facility and Maintenance Plan
- Fleet Management and Maintenance Manual
- Procurement Manual
- TAM Plan
- MPO TIP

### 4.1 Management Approach to Asset Management

The primary management approach utilized to maintain an SGR is risk mitigation. This management philosophy applies risk mitigation strategies (policies and procedures) throughout the assets life cycle, both from a maintenance perspective and a safety and accessibility perspective.

Throughout each asset's life cycle, FST shall monitor all assets for unsafe and inaccessible conditions. However, identifying an opportunity to improve the safety of an asset does not necessarily indicate an unsafe condition. When FST encounters and identifies as unacceptable safety risk associated with an asset, the asset shall be ranked with higher investment prioritization, to the extent practicable. FST's risk management philosophy is the proactive approach of identifying future projects and ranking preventative projects with better return on investment higher in the investment prioritization risk. Policies and procedures to mitigate risk are included in the documents presented in the remainder of this section.

Performing an analysis of the asset life cycle at the individual asset level is just one management approach FST uses to maintain a SGR. This analysis follows the asset from the time it is purchased, placed in operation, maintained, and ultimately disposed. The analysis is a snapshot of each asset's current status. The asset lifecycle stages consist of the following strategies:

#### 4.1.1 Acquisition Strategy (Design/Procurement)

Each year the transit department budgets for replacement vehicles during the budget preparation cycle in July with anticipation of delivery by December the following year. Forecasting has historically been done to ensure the buses meet their useful life at the time of delivery. Staff currently uses the TAMP cumulative values less than a rating of 3.0 as a guide for replacement considering the excessive amount of time between ordering and delivery. As of 2019 the transit department applies for Section 5339 capital funds to use for rolling stock replacement and/or facility improvements. ArDOT conveyed the grant funding application process to urban transit systems in late 2018. The Fort Smith Board of Directors considers rolling stock purchases and/or facility improvements during the annual budget approval process.

### 4.1.2 Maintenance Strategy (Operate/Maintain/Monitor)

The maintenance plan is developed as a guide to ensure all vehicles are kept in top performing condition with a pleasing appearance at the lowest possible cost. This will be achieved by adherence to the following:

1. Each day the Maintenance Supervisor checks for concerns on the Operational Data Sheet (ODS) and monitors the radio to document maintenance issues.
2. A list of issues is compiled, and secondary concerns form the repair orders for the next business day.
3. Primary maintenance concerns are resolved immediately or are prioritized based upon the nature of the complaint.
4. Scheduling of preventive maintenance inspections are reviewed through a computer file in which the mileage is entered every day and automatically marks or flags when a particular bus is close or due for service intervals. Cut-a-way PM's shall be performed every 5,000 miles as indicated on the appropriate PM inspection sheet. A Level 2 PM Service will be completed between 45,000 and 55,000 miles.
5. Staff will service all CNG and diesel bus PM's every 10,000 miles as indicated on the appropriate PM inspection sheet.
6. A comprehensive check of the entire vehicle and its components shall be completed with each PM.
7. Maintenance department maintains two separate communication systems including destination signs and the automatic vehicle annunciator systems. Both systems are repaired as needs occur as communicated through the operational data sheet.
8. Prior to revenue vehicles leaving transit grounds, drivers must perform pre-trip inspections as outlined in the department's PTASP and employee manual. Drivers are to note any defects via driver's tablet/trip sheet functions and sign off on pre-trip inspections.
9. At the end of revenue service, drivers shall perform post-trip inspections, as outlined in the department PTASP and employee manual, to ensure buses are safe and ready for the next service day. Drivers are to note any defects via driver's tablet/trip sheet functions and sign off on post-trip inspections. Any defects that would prevent a vehicle from operating the next service day, maintenance and dispatch must be notified via email.
10. Service mechanics shall preserve the condition of the buses as per schedule, as well as maintain all fluid levels.
11. Maintenance personnel shall wash the outside of each bus and mop the interior floors as per schedule.
12. Maintenance personnel will remain on duty from 8:00 a.m. until 5:00 p.m., Monday through Friday and rotate on call assignments for weekends and holidays.
13. Each mechanic will be asked to attend specialized training classes periodically to ensure they are familiar with the latest technology and current updates on equipment, as well as on-site training as needed.

### 4.1.3 Disposal Strategy

Vehicles will be disposed of according to their replacement priority in this TAMP. The TAMP allows FST to prioritize when and which vehicles will be replaced as seen in the next section. Once a vehicle has reached its useful life in age, mileage, or has a cumulative condition score below 3.0, a vehicle will be eligible for disposition and replacement.

# Section 5: Investment Prioritization

This section details the investment prioritization based on the results from the condition assessment and the SGR benchmarks. The investment prioritization shows the capital investment that will take place over a five (5) year period (2026-2030).

### 5.1 Investment Prioritization Process

FST has performed an investment prioritization in order to determine what capital investments are needed and when they are needed in order to achieve and/or maintain SGR and to rate and rank the assets in order of replacement/implementation.

#### 5.1.1 Replacement Cost Summary

Table 5.1 shows the replacement costs for each asset class that will need to be replaced over the next five (5) years.

**Table 5.1 Replacement Cost Amounts by Asset Class**

| Asset Class | FTA Age ULB | Mileage ULB | Replacement Cost |
|---|---|---|---|
| Mobility Van | 5 Years | 150,000 | $115,000 |
| Cutaway | 10 Years | 250,000 | $82,000 |
| Rubber-Tired Vintage Trolley CNG | 20 Years | 200,000 | $800,000 |
| Large Bus CNG | 14 Years | 500,000 | $800,000 |

The information in the table will be used to determine the investment prioritization for each asset.

#### 5.1.2 Capital Budget

FST is committed to using the funds received in the most efficient manner to maintain and improve the safe operation of its system. FST receives operating and capital funds from Sections 5307 of approximately $2.4 million annually and 5339 of approximately $250,000 annually. Other sources such as local funds and donations serve as match to leverage project funds.

#### 5.1.3 Revenue Vehicle Replacement Prioritization

Table 5.2 details the replacement of FST assets by year in order to achieve a minimum SGR. The current revenue vehicle fleet SGR is 100%.

## Table 5.2 Revenue Vehicle Prioritization

| Year | Asset Class | Make / Model | VIN | Agency Vehicle Number | Mileage 9/1/2026 | Cumulative Condition Rating | Purchase Price | 2026 Investment Delivery | 2027 Investment Delivery | 2028 Investment Delivery | 2029 Investment Delivery | 2030 Investment Delivery | Vehicle Number & Total Investment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2007 | 5/1/2007 | Freightliner/Trolley | 4UZAACBV17CY15789 | 6 | 180,000 | 2.3 | $800,000 | $0 | $0 | $0 | $848,720 | $0 | Vehicle 1 |
| 2018 | 9/11/2018 | Starcraft / Allstar | 1FDFE4FS1JDC31314 | 61 | 221,396 | 1.9 | $82,000 | $800,000 | $0 | $0 | $0 | $0 | Vehicle 2 |
| 2019 | 9/23/2019 | Starcraft / Allstar | 1FDFE4FS7KDC46823 | 63 | 244,350 | 2.3 | $82,000 | $0 | $800,000 | $0 | $0 | $0 | Vehicle 3 |
| 2019 | 9/23/2019 | Starcraft / Allstar | 1FDFE4FS2KDC46826 | 66 | 179,617 | 2.9 | $82,000 | $0 | $0 | $125,000 | $0 | $0 | Vehicle 4 |
| 2022 | 11/28/2022 | Gillig G31D102H4 | 15GGD3116N3197590 | 67 | 142,898 | 4.0 | $535,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 5 |
| 2022 | 11/28/2022 | Gillig G31D102H4 | 15GGD3118N3197591 | 68 | 158,377 | 4.0 | 535,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 6 |
| 2022 | 11/28/2022 | Gillig G31D102H4 | 15GGD311XN3197592 | 69 | 139,476 | 4.0 | $535,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 7 |
| 2022 | 11/28/2022 | Gillig G31D102H4 | 15GGD3111N3197593 | 70 | 145,150 | 4.0 | $535,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 8 |
| 2022 | 11/28/2022 | Gillig G31B102H4 | 15GGB3116N3197594 | 71 | 180,607 | 4.0 | $535,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 9 |
| 2022 | 11/28/2022 | Gillig G31B102H4 | 15GGB3118N3197595 | 72 | 171,378 | 4.0 | $535,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 10 |
| 2023 | 3/27/2023 | Gillig G31B102H4 | 15GGB311OP3198498 | 73 | 67,054 | 4.7 | $528,700 | $0 | $0 | $0 | $0 | $0 | Vehicle 11 |
| 2024 | 4/23/2025 | Mobility Transit Van | 1FDVU4X8XRKB31206 | 74 | 57,490 | 4.3 | $115,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 12 |
| 2024 | 4/23/2025 | Mobility Transit Van | 1FDVU4X8XRKB31009 | 75 | 53,465 | 4.3 | $115,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 13 |
| 2026 | 1/16/2026 | Mobility Transit Van | 1FDVU4XG9TKA12723 | 76 | 21,953 | 5.0 | $115,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 14 |
| 2026 | 1/16/2026 | Mobility Transit Van | 1FDVU4XG2TKA12773 | 77 | 13,832 | 5.0 | $115,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 15 |
| 2026 | 1/16/2026 | Mobility Transit Van | 1FDVU4XG3TKA12989 | 78 | 17,398 | 5.0 | $115,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 16 |
| 2027 | BU | Gillig | Replaces Unit # 65 Bus ordered in 2025 | 79 | New | New | | | | | | | |
| 2027 | BU | Gillig | Replaces Unit # 61 | 80 | New | New | | $800,000 | | | | | $800,000 |
| TBD | VN | Mobility Transit Van | Replaces Unit # 63 | 81 | New | New | | | $800,000 | | | | $800,000 |
| TBD | VN | Mobility Transit Van | Replaces Unit # 66 | 82 | New | New | | | | $125,000 | | | $125,000 |
| TBD | BU | Large Bus | Replaces Unit # 6 Trolley | 83 | New | New | | | | | $848,720 | | $848,720 |
| TBD | BU | Large Bus | Added for Growth | 84 | New | New | | | | | $848,720 | | $848,720 |
| TBD | BU | Large Bus | Added for Growth | 85 | New | New | | | | | | $874,180 | $874,180 |
| | | | | | | | Total Project | $800,000 | $800,000 | $125,000 | $1,697,440 | $874,180 | $4,296,620 |
| | | | | | | | Local (15%) | $120,000 | $120,000 | $18,750 | $254,616 | $131,127 | $664,493 |
| | | | | | | | FTA (85%) | $680,000 | $680,000 | $106,250 | $1,442,824 | $743,053 | $3,652,127 |

**Table 5.3 Revenue Vehicle Replacement Prioritization Summary**

| Fiscal Year | Funds Available | Investment Per Year | SGR % |
|---|---|---|---|
| FY2026 | $800,000 | $800,000 | 100% |
| FY2027 | $800,000 | $800,000 | 100% |
| FY2028 | $125,000 | $125,000 | 100% |
| FY2029 | $1,697,400 | $1,697,440 | 100% |
| FY2030 | $874,180 | $874,180 | 100% |

### 5.1.4 Equipment Replacement Prioritization, Non-Revenue Vehicles

Table 5.4 shows the replacement of FST equipment assets by year in order to achieve a minimum SGR.

## Table 5.4 Equipment Replacement Prioritization, Non-revenue Vehicle

| Year | Asset Class | Make/Model | Serial ID/VIN | Agency Vehicle Number | Mileage 9/1/2026 | Cumulative Condition Rating | Purchase Cost | 2026 Investment | 2027 Investment | 2028 Investment | 2029 Investment | 2030 Investment | Total Investment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2001 | TR | Dodge/Service Truck | 3B6MF36681M563801 | 164 | 132,366 | 2.07 | $60,000 | $180,000 | $0 | $0 | $0 | $0 | Vehicle 1 |
| 2015 | A0 | Ford/Fusion S Hybrid | 3FA6P0UU2FR199263 | 444 | 49,985 | 2.87 | $28,000 | $0 | $0 | $0 | $58,000 | $0 | Vehicle 2 |
| 2020 | TR | Dodge/Ram | 1C6RR7LT3LS131531 | 620 | 36,799 | 4.50 | $35,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 3 |
| 2022 | TR | Dodge/Ram | 1C6RR7XT3NS163251 | 871 | 34,594 | 4.60 | $35,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 4 |
| 2023 | TR | Dodge/Ram | 1C6RR7XT9PS598035 | 530 | 12,234 | 4.97 | $43,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 5 |
| 2024 | TR | Dodge/Ram | 1C6RR7XT9RS149537 | 655 | 9,862 | 5.00 | $41,000 | $0 | $0 | $0 | $0 | $0 | Vehicle 6 |
| 2025 | TR | Dodge/Ram | 1C6SRFGP9SN695791 | 681 | 4,722 | 5.00 | $42,700 | $0 | $0 | $0 | $0 | $0 | Vehicle 7 |
| 2024 | CE | Forklift | FGB0T-4420-01686 | 1146 | 30 Hrs. | 5.00 | $67,000 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | **Total Project** | **$180,000** | **$0** | **$0** | **$58,000** | **$0** | **$238,000** |
| | | | | | | | **Local (20%)** | **$8,540** | **$0** | **$0** | **$11,600** | **$0** | **$20,140** |
| | | | | | | | **FTA (80%)** | **$144,000** | **$0** | **$0** | **$46,400** | **$0** | **$190,400** |

### Table 5.5 Equipment Replacement Prioritization Summary

| Fiscal Year | Funds Available | Investment Per Year | SGR % |
|---|---|---|---|
| FY2026 | $180,000 | $180,000 | 100% |
| FY2027 | $0 | $0 | 100% |
| FY2028 | $0 | $0 | 100% |
| FY2029 | $58,000 | $58,000 | 100% |
| FY2030 | $0 | $0 | 100% |
| **Total:** | **$238,800** | **$238,800** | **100%** |

### 5.1.5 Facility Replacement Prioritization

Table 5.6 details the improvements/replacements of FST facility assets by year in order to achieve a minimum SGR. The current facility SGR is I 00%. The access road and CNG slow fill expansion are the major investments planned over the five (5) year period, however the plan involves expansion and improvements not likely to affect the SGR.

### Table 5.6 Facility Investment Prioritization

| Facility Description | Asset Classification | Year Built | Condition Rating | 2026 Investment | 2027 Investment | 2028 Investment | 2029 Investment | 2030 Investment | Total Investment |
|---|---|---|---|---|---|---|---|---|---|
| Maintenance Garage | Maintenance Facility | 1988 | 3.9 | $0 | $0 | $0 | $0 | $0 | $0 |
| Administrative Office | Administrative Facility | 1988 | 3.9 | $0 | $0 | $0 | $0 | $0 | $0 |
| Transfer Station | Passenger Facility | 2010 | 3.5 | $0 | $0 | $0 | $200,000 | $0 | $0 |
| Bus Awning | Maintenance Facility | 2010 | 4.2 | $0 | $0 | $0 | $0 | $0 | $0 |
| CNG Station | Maintenance Facility | 2021 | 4.5 | $0 | $0 | $0 | $0 | $0 | $0 |
| Transfer Station Awning | Passenger Facility | 2022 | 4.8 | $0 | $0 | $0 | $0 | $0 | $0 |
| Emergency Generator | Maintenance Facility | 2022 | 4.8 | $0 | $0 | $0 | $0 | $0 | $0 |
| Access Road | Administrative Facility | 2023 est. | N/A | $2,210,000 | $0 | $0 | $0 | $0 | $0 |
| | | | **Total Project** | **$2,210,000** | **$0** | **$0** | **$200,000** | **$0** | **$2,410,000** |
| | | | **Local** | **$442,000** | **$0** | **$0** | **$40,000** | **$0** | **$482,000** |
| | | | **FTA** | **$1,768,000** | **$0** | **$0** | **$160,000** | **$0** | **$1,928,000** |

**Table 5.7 Facility Investments Prioritization Summary**

| Fiscal Year | Funds Available | Investment Per Year | SGR % |
|---|---|---|---|
| FY2026 | $2,210,000 | $2,210,000 | 100% |
| FY2027 | $0 | $0 | 100% |
| FY2028 | $0 | $$0 | 100% |
| FY2029 | $200,000 | $200,000 | 100% |
| FY2030 | $0 | $0 | 100% |
| **Total:** | **$2,410,000** | **$2,410,000** | **100%** |

### 5.1.6 Asset Replacement Prioritization Summary

FST plans to make an investment of $6,944,620 over the next five (5) year period in order to obtain and maintain a SGR. Table 5.8 summarizes the overall investment made by asset category that keeps Fort Smith Transit in SGR. Table 5.9 provides greater detail by showing the investment made by asset class for each year.

**Table 5.8 Asset Replacement Summary by Asset Category with SGR**

| Fiscal Year | Revenue Vehicles | Equipment | Facilities | SGR % |
|---|---|---|---|---|
| FY2026 | $800,000 | $180,000 | $2,210,000 | 100% |
| FY2027 | $800,000 | $0 | $0 | 100% |
| FY2028 | $125,000 | $0 | $0 | 100% |
| FY2029 | $1,697,440 | $58,000 | $200,000 | 100% |
| FY2030 | $874,180 | $0 | $0 | 100% |
| **Total:** | **$4,296,620** | **$238,000** | **$2,410,000** | **100%** |
| **Overall Investment** | | | | **$6,944,620** |

## Table 5.9 Asset Replacement Summary Costs by Asset Class

| Funding Expenditures | $3,190,000 | $800,000 | $125,000 | $1,955,440 | $874,180 |
|---|---|---|---|---|---|
| **Asset Category** | **FY2026** | **FY2027** | **FY2028** | **FY2029** | **FY2030** |
| **Revenue Vehicles** | **$800,000** | **$800,000** | **$125,000** | **$1,697,440** | **$874,180** |
| CU - Cutaway Bus / Mobility Van | $0 | $0 | $125,000 | $0 | $0 |
| Large Transit Bus | $800,000 | $800,000 | $0 | $848,720 | $874,180 |
| RT - Rubber-tire Vintage Trolley | $0 | $0 | $0 | $848,720 | $0 |
| **Equipment** | **$180,000** | **$0** | **$0** | **$58,000** | **$0** |
| Non-Revenue/Service Automobile | $0 | $0 | $0 | $0 | $0 |
| Trucks and Other Rubber Tire Vehicles | $180,000 | $0 | $0 | $58,000 | $0 |
| **Facilities** | **$2,210,000** | **$0** | **$0** | **$200,000** | **$0** |
| Administration | $2,210,000 | $0 | $0 | $0 | $0 |
| Maintenance | $0 | $0 | $0 | $0 | $0 |
| Passenger Facilities | $0 | $0 | $0 | $200,000 | $0 |
| **Total** | **$3,190,000** | **$800,000** | **$125,000** | **$1,955,440** | **$874,180** |

## Section 6: Annual Performance Targets

This section lists the process, data sources, and methodology used in the development of the FTA requirement for FST to set annual SGR performance targets. As stated in Section 3.2 of this plan, a SGR is defined as the condition in which a capital asset is able to operate at a full level of performance. An individual capital asset may operate at a full level of performance regardless of whether or not other capital assets within a public transportation system are in a SGR. Due to this, each asset is individually conditionally assessed. The SGR policy for FST has determined that an asset is operating at full level of performance if the asset can answer YES to the questions below:

1. Is the asset able to perform its designed function?
2. Does the asset operate without any known unacceptable safety risk?
3. Does the asset have remaining Useful Life (as determined in Section 5 of this plan)?

FST shall establish one or more performance target(s) for each applicable asset class performance measure on an annual basis for the next fiscal year. The timeline for establishing SGR performance targets and measures are as follows:

> Within three (3) months before the effective date of October 1st FST shall review/set performance targets for the next fiscal year for each asset class included in this TAM Plan. These performance targets shall be established on or by no later than the date of the October meeting of FST Board of Directors. TAMP updates and adjusted targets shall be established with annual NTD reporting and approved by the Accountable Executive.

SGR performance targets are based on realistic expectations derived from the most recent available data compiled through the three-tier condition assessment for revenue vehicles and non-revenue vehicles and the condition assessment score for equipment and facilities. In addition, FST also used the FTA performance measure criteria, and the financial resources from all sources FST reasonably expects will be available during the TAM Plan horizon period for capital planning purposes. The Accountable Executive is required to approve each annual performance target submission to FTA/NTD. Table 6.1 shows the annual SGR performance targets for each asset type.

## Table 6.1 Annual State of Good Repair Performance Targets

| Asset Category | | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 |
|---|---|---|---|---|---|---|
| **Revenue Vehicles** | | | | | | |
| Age - % of revenue vehicles within a particular asset class that have exceeded their age ULB | MV - Mobility Van | 10% | 10% | 10% | 10% | 10% |
| | CU - Cutaway Bus / Large Bus | 10% | 10% | 10% | 10% | 10% |
| | RT - Rubber-tire Vintage Trolley | 20% | 20% | 20% | 20% | 20% |
| Mileage - % of revenue vehicles within a particular asset class that have exceeded their mileage ULB | MV - Mobility Van | 20% | 20% | 20% | 20% | 20% |
| | CU - Cutaway Bus / Large Bus | 20% | 20% | 20% | 20% | 20% |
| | RT - Rubber-tire Vintage Trolley | 20% | 20% | 20% | 20% | 20% |
| Cumulative Condition Score - % of revenue vehicles within a particular asset class that score below 2.0 on the TERM Scale | MV - Mobility Van | 20% | 20% | 20% | 20% | 20% |
| | CU - Cutaway Bus / Large Bus | 20% | 20% | 20% | 20% | 20% |
| | RT - Rubber-tire Vintage Trolley | 20% | 20% | 20% | 20% | 20% |
| **Equipment** | | | | | | |
| Cumulative Condition Score - % of non-revenue vehicles within a particular asset class that score below 2.0 on the TERM Scale | Non-Revenue/Service Vehicle | 20% | 20% | 20% | 20% | 20% |
| **Facilities** | | | | | | |
| Condition Score - % of facilities that score below 2.0 on the TERM Scale | Administration | 10% | 10% | 10% | 10% | 10% |
| | Maintenance | 10% | 10% | 10% | 10% | 10% |
| | Passenger Facilities | 10% | 10% | 10% | 10% | 10% |

## Section 7: National Transit Database (NTD) Reporting

FST will report annually to the FTA's NTD the following information:

- Inventory of assets
- SGR performance targets for the next fiscal year
- Condition inspection assessments and performance measures of capital assets
- An annual narrative shall also be included and reported to NTD that provides a description of any change in the condition of FST's transit system or operations from the previous year and describe the progress made during the reporting year to meet the performance targets set in the previous reporting year.

FST fiscal year ends on December 31st of each year. Per NTD requirements, annual TAM reporting to NTD must be completed by the last business day of April of each calendar year. The Grants Manager has been designated by the Accountable Execuitve to complete the NTD reporting.

As part of the NTD reporting process, FST will maintain all supporting TAM Plan records and documents and will make available all TAM Plan records to the federal (FTA), state (ArDOT) and MPO's entities that provide funding to FST to aid in the planning process.

## Section 8: Plan Updates

While NTD reporting is performed annually, the TAM Plan should be reviewed quarterly and be incorporated into ail capital, budget and procurement planning. With the implementation of this Plan, this document will serve as the baseline measure of asset performance management. As more data is collected, targets and benchmarks will be adjusted to accurately reflect the condition of the system.

In addition to the annual updates required for NTD Reporting, according to the FTA TAM Rule, the TAM Plan must be updated in its entirety at least every four (4) years. This document covers a horizon period of five (5) years, from October 1, 2026 to September 30, 2030. Each of the tables and information in the plan will be updated annually to reflect the addition and removal of assets as well as any funding or performance changes.

## Appendix A: Rolling Stock Inspection Forms

City of Fort Smith Transit

# Revenue Vehicle Inventory & Condition Assessment Form

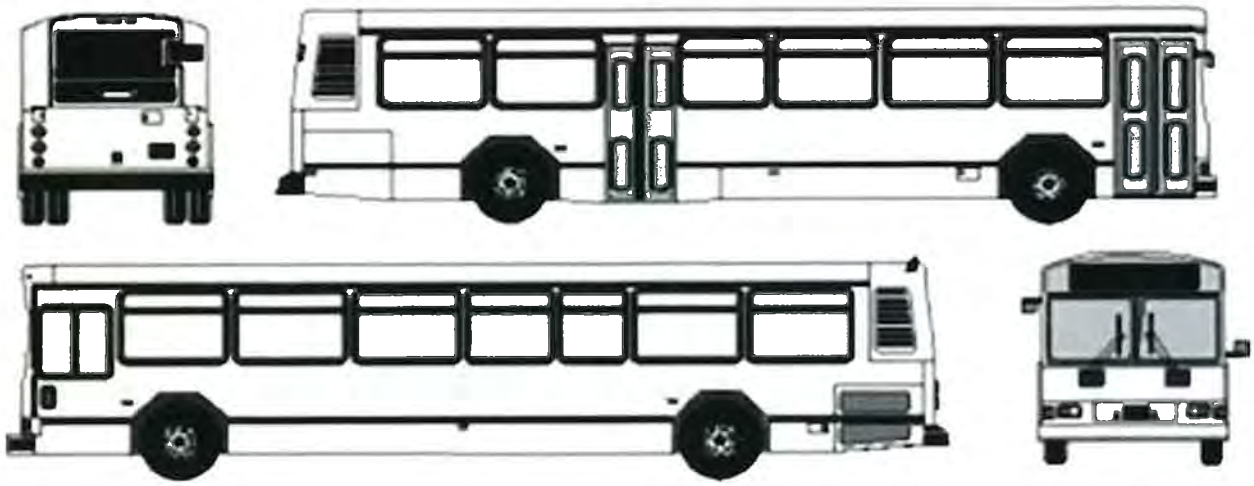
**Agency Name:** Fort Smith Transit Unit 6 Asset #199
**Inventory Date:** May 2007 Date Inspected 9/1/26
**Make:** Freightliner
**Modal:** MB 19FD
**Year:** 2007
**ID/Serial Number/VIN:** 4UZAACBV17CY15789
**Mileage:** 180,000
**Date in Service:** May 2007
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ■ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 2.8

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ■ Yes | ☐ No | ☐ N/A |

Additional Vehicle Comments: Scratches

# Revenue Vehicle Inventory & Condition Assessment Form

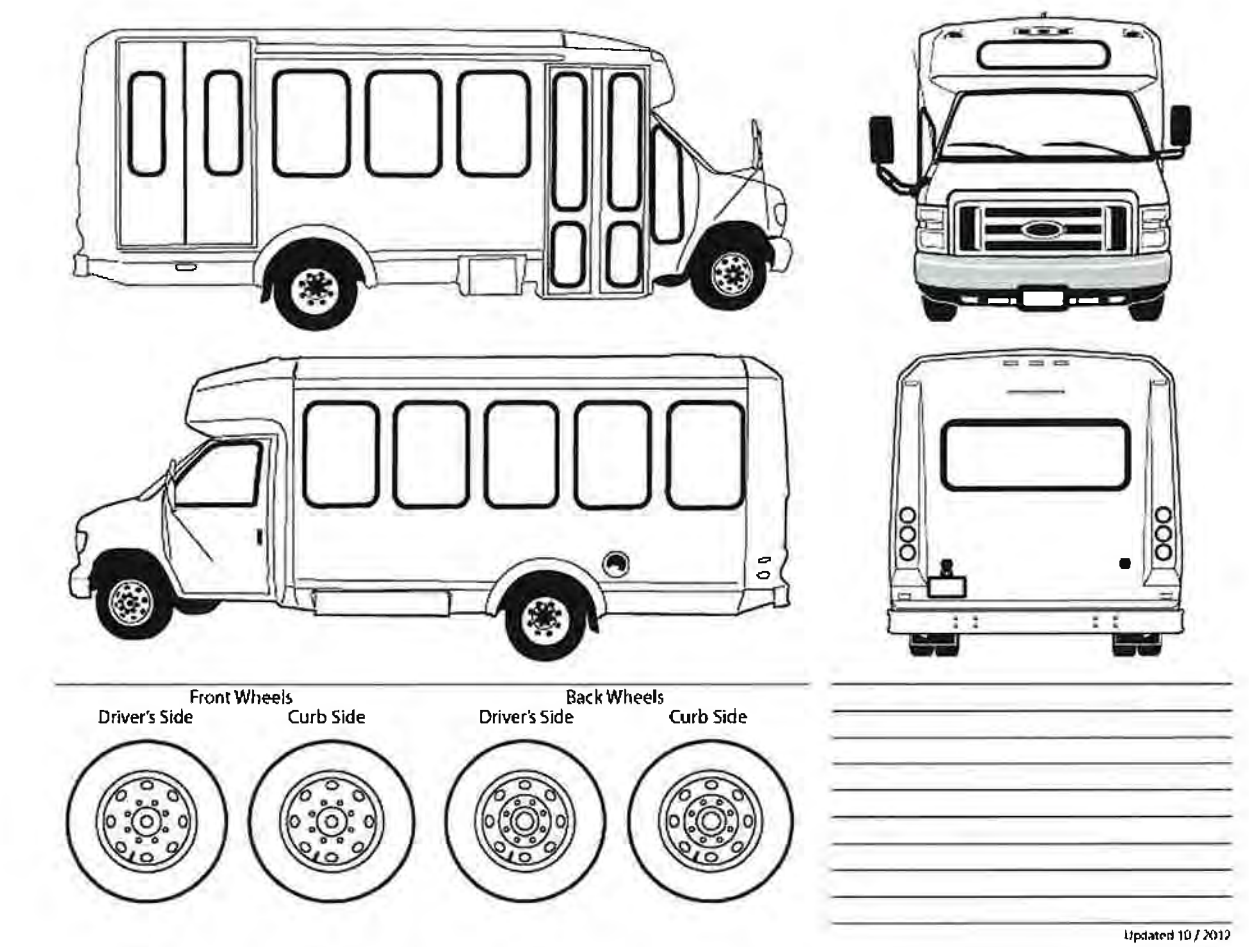
**Agency Name:** Fort Smith Transit Unit #61 Asset #668
**Inventory Date:** June 2018 Date Inspected 9/1/26
**Make:** Ford
**Modal:** Starcraft Allstar
**Year:** 2018
**ID/Serial Number/VIN:** 1FDFE4FS1JDC31314
**Mileage:** 221,396
**Date in Service:** June 2018
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ■ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 1.8

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

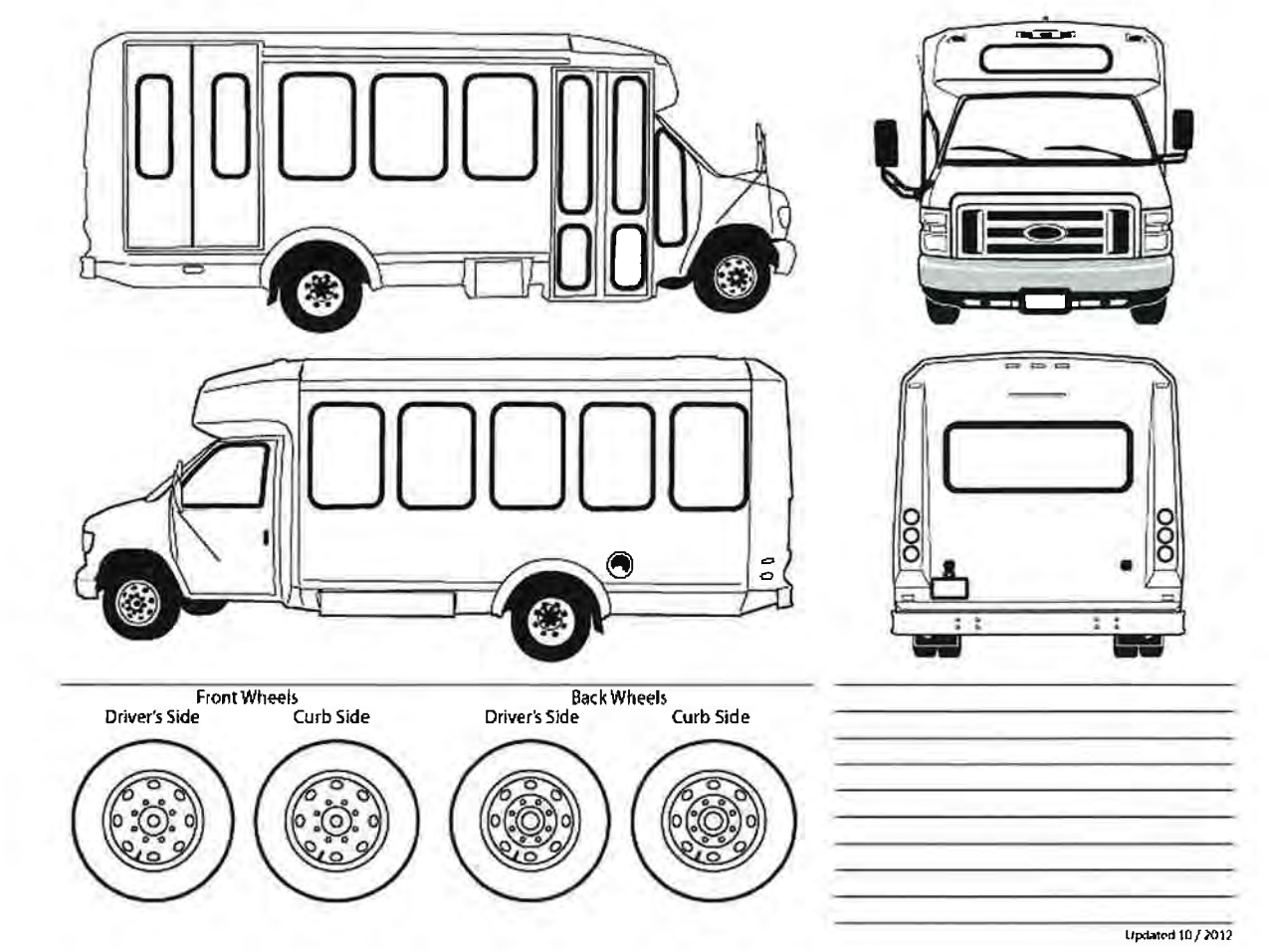
**Agency Name:** Fort Smith Transit Unit #63 Asset #997
**Inventory Date:** August 2019 Date Inspected 9/1/26
**Make:** Ford
**Modal:** Starcraft Allstar
**Year:** 2019
**ID/Serial Number/VIN:** 1FDFE4FS7KDC46823
**Mileage:** 244,350
**Date in Service:** September 2019
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ■ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 1.9

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

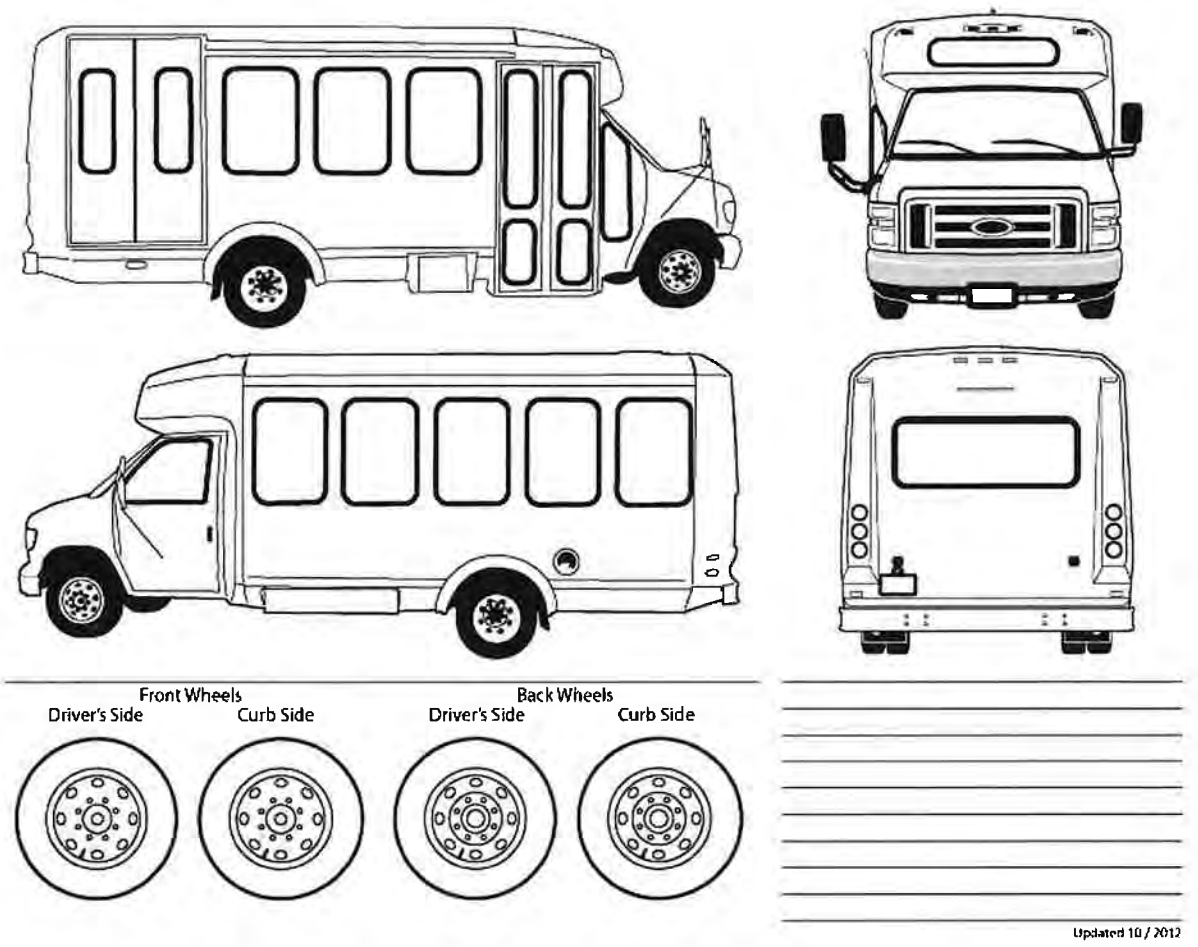
**Agency Name:** Fort Smith Transit Unit #66 Asset #991
**Inventory Date:** August 2019 Date Inspected 9/1/26
**Make:** Ford
**Modal:** Starcraft Allstar
**Year:** 2019
**ID/Serial Number/VIN:** 1FDFE4FS2KDC46826
**Mileage:** 179,617
**Date in Service:** September 2019
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ■ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 2.8

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

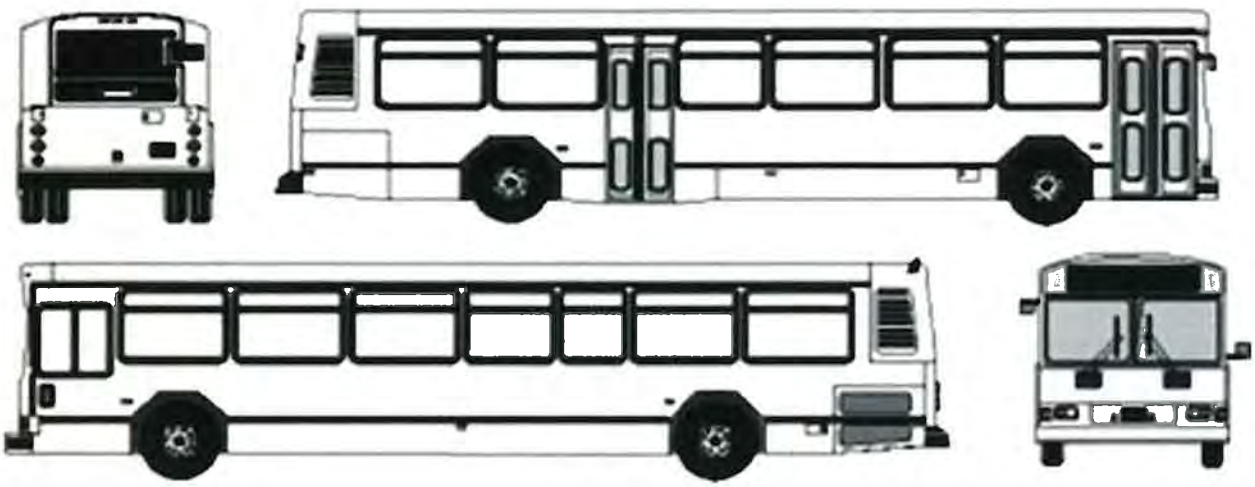
**Agency Name:** Fort Smith Transit Unit 67 Asset #969
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2022
**ID/Serial Number/VIN:** 15GGD3116N3197590
**Mileage:** 142,898
**Date in Service:** November 28, 2022
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

_____

_____

# Revenue Vehicle Inventory & Condition Assessment Form

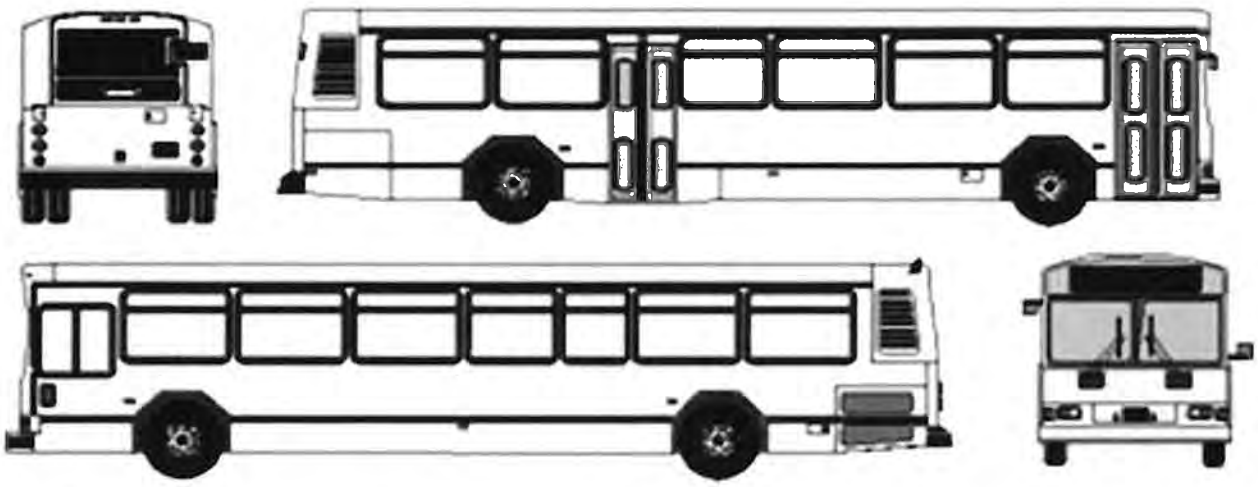
**Agency Name:** Fort Smith Transit Unit 68 Asset #112
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2022
**ID/Serial Number/VIN:** 15GGD3118N3197591
**Mileage:** 158,377
**Date in Service:** November 28, 2022
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

_____

_____

City of Fort Smith Transit

# Revenue Vehicle Inventory & Condition Assessment Form

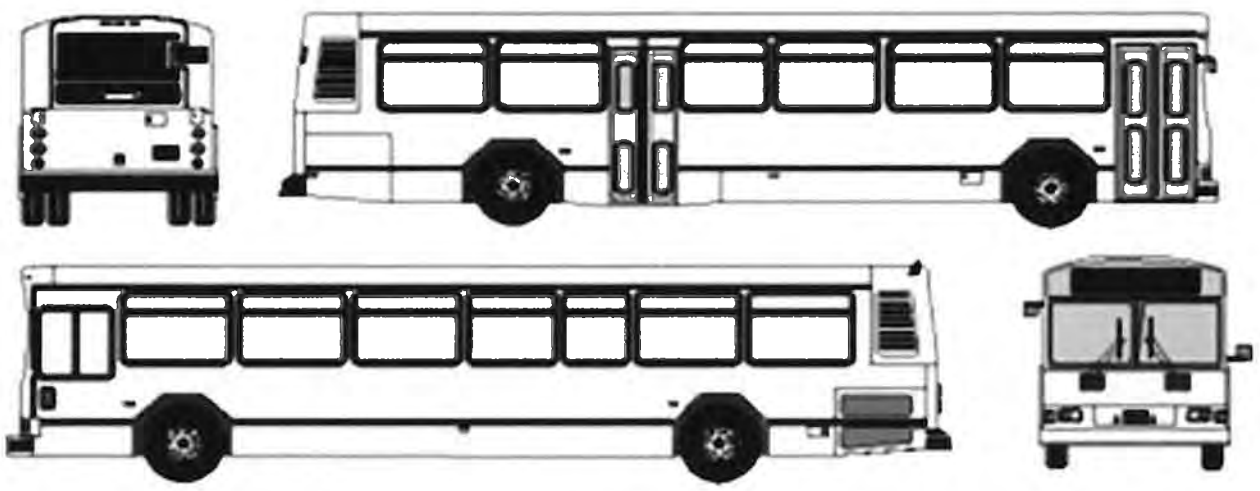
**Agency Name:** Fort Smith Transit Unit 69 Asset #208
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2022
**ID/Serial Number/VIN:** 15GGD311XN3197592
**Mileage:** 139,476
**Date in Service:** November 28, 2022
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

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# Revenue Vehicle Inventory & Condition Assessment Form

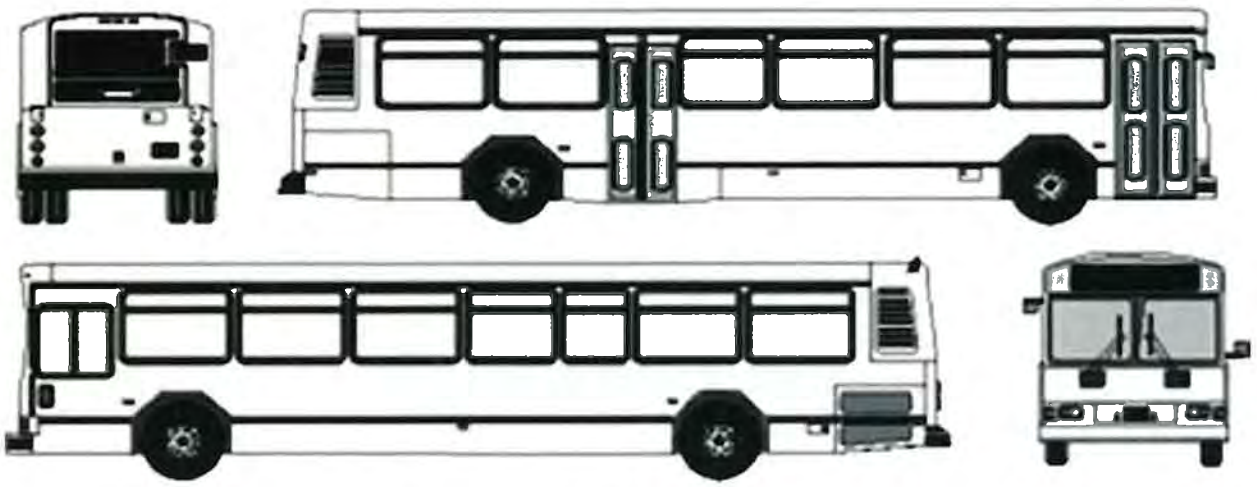
**Agency Name:** Fort Smith Transit Unit 70 Asset #113
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2022
**ID/Serial Number/VIN:** 15GGD3111N3197593
**Mileage:** 145,150
**Date in Service:** November 28, 2022
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

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# Revenue Vehicle Inventory & Condition Assessment Form

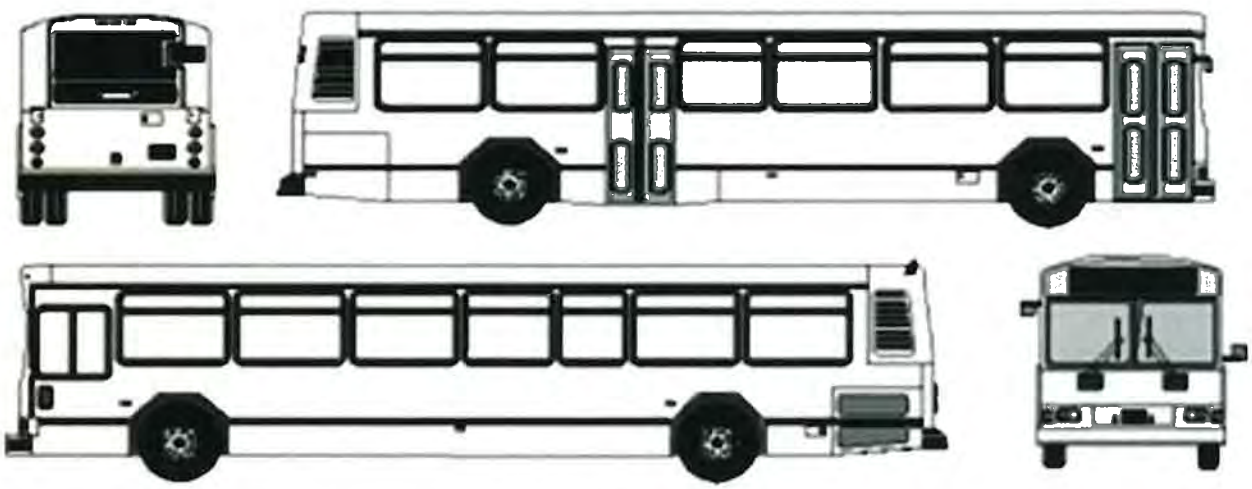
**Agency Name:** Fort Smith Transit Unit 71 Asset #139
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2022
**ID/Serial Number/VIN:** 15GGD3116N3197594
**Mileage:** 180,607
**Date in Service:** November 28, 2022
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

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# Revenue Vehicle Inventory & Condition Assessment Form

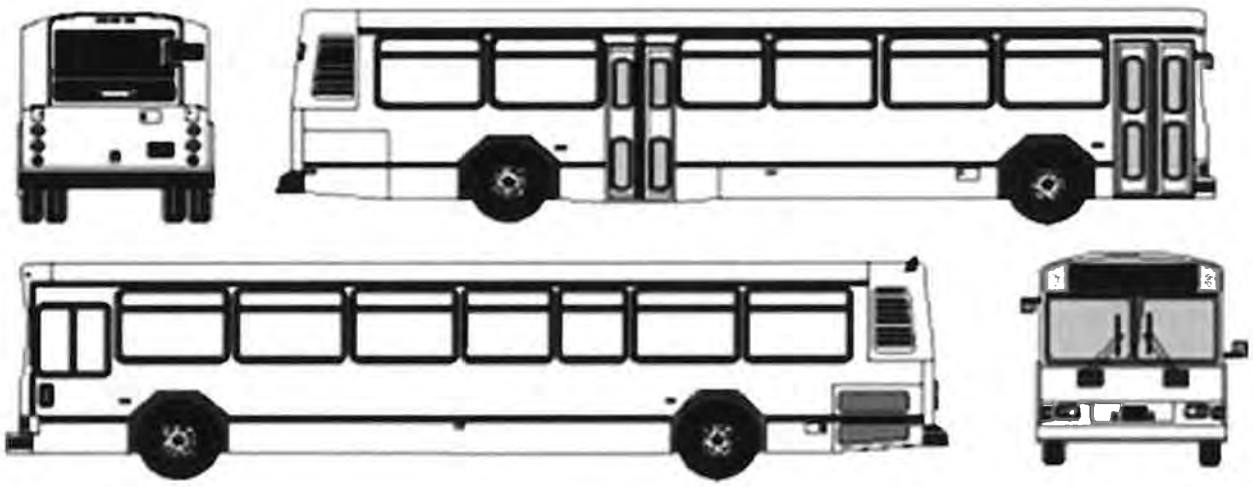
**Agency Name:** Fort Smith Transit Unit 72 Asset #168
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2022
**ID/Serial Number/VIN:** 15GGD3118N3197595
**Mileage:** 171,378
**Date in Service:** November 28, 2022
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

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# Revenue Vehicle Inventory & Condition Assessment Form

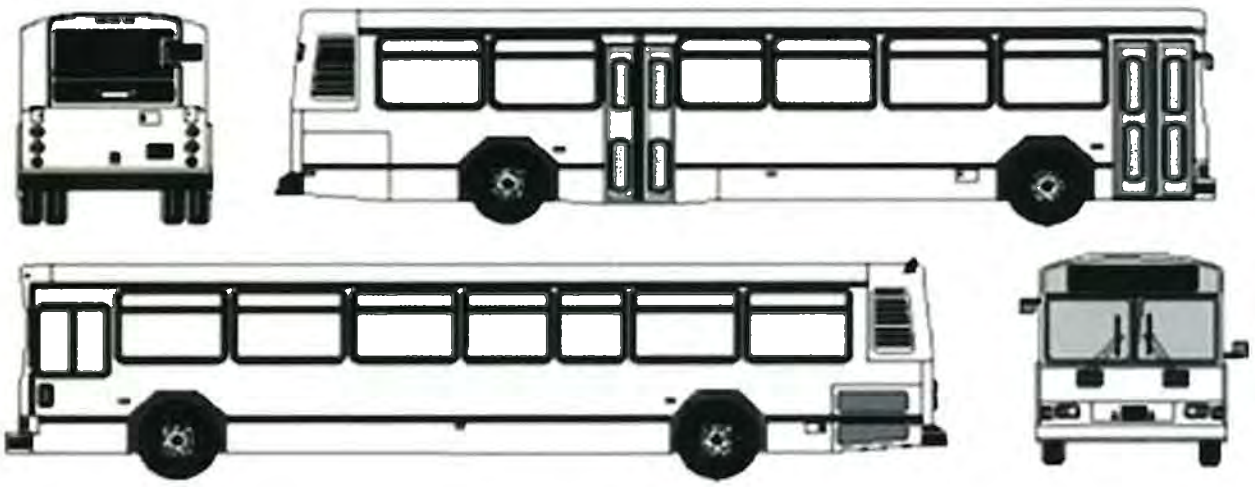
**Agency Name:** Fort Smith Transit Unit 73 Asset #254
**Inventory Date:** Date Inspected 9/1/26
**Make:** Gillig
**Modal:** G31D102H4
**Year:** 2023
**ID/Serial Number/VIN:** 15GGB3110P3198498
**Mileage:** 67,054
**Date in Service:** March 27, 2023
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 72908

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ■ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ☐ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.1

Additional Vehicle Comments:



Gill_05 Gillig city Bus 40 Foot 1/20th Scale

*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ☐ Yes | ☐ No | ■ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

Additional Vehicle Comments:_____

_____

_____

# Revenue Vehicle Inventory & Condition Assessment Form

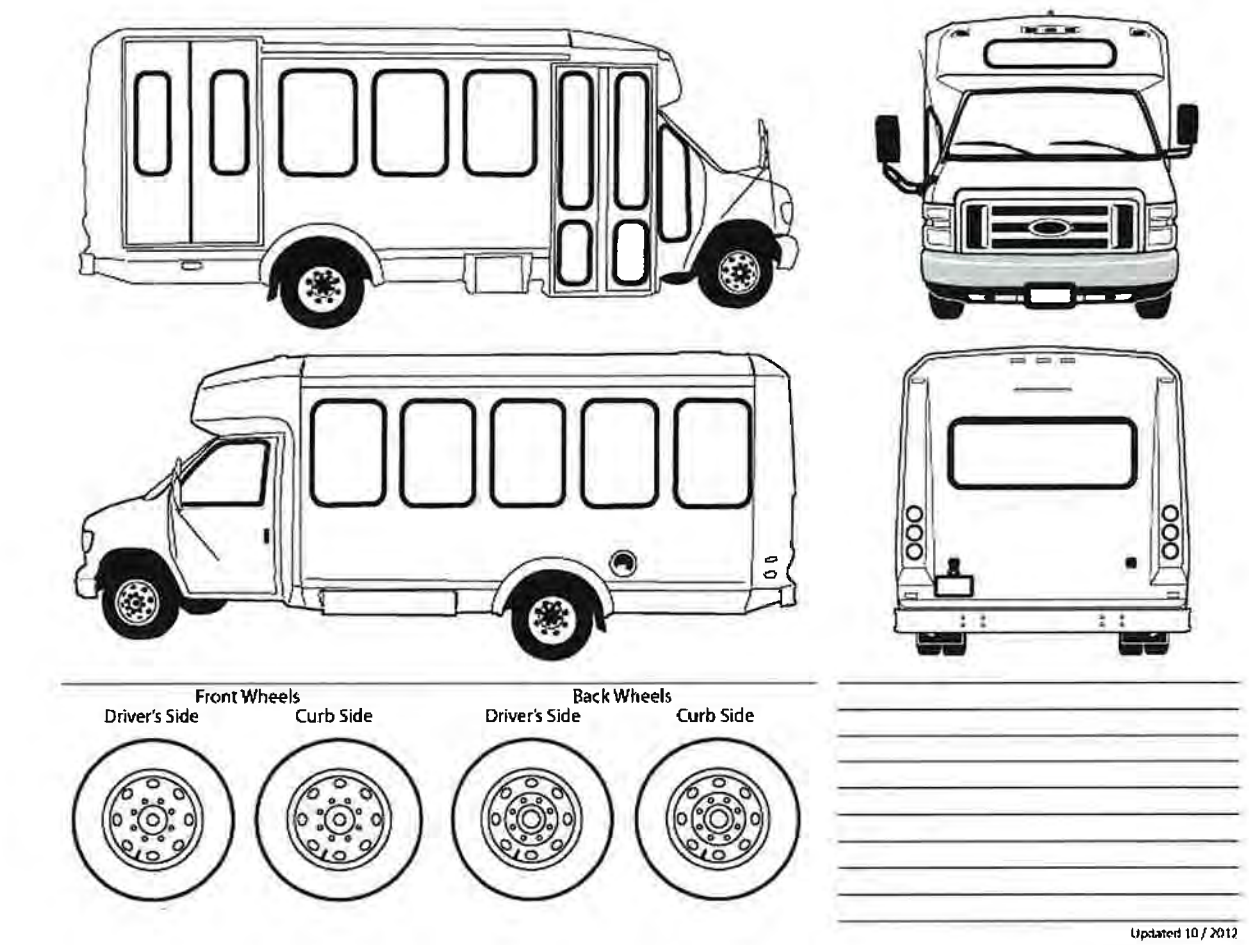
**Agency Name:** Fort Smith Transit Unit #74 Asset #170
**Inventory Date:** Date Inspected 9/1/26
**Make:** Ford High Roof Conversion Van
**Modal:** Mobility Transit Van
**Year:** 2024
**ID/Serial Number/VIN:** 1FDVU4X81RKB31206
**Mileage:** 57,490
**Date in Service:** April 23, 2025
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ■ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.8

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

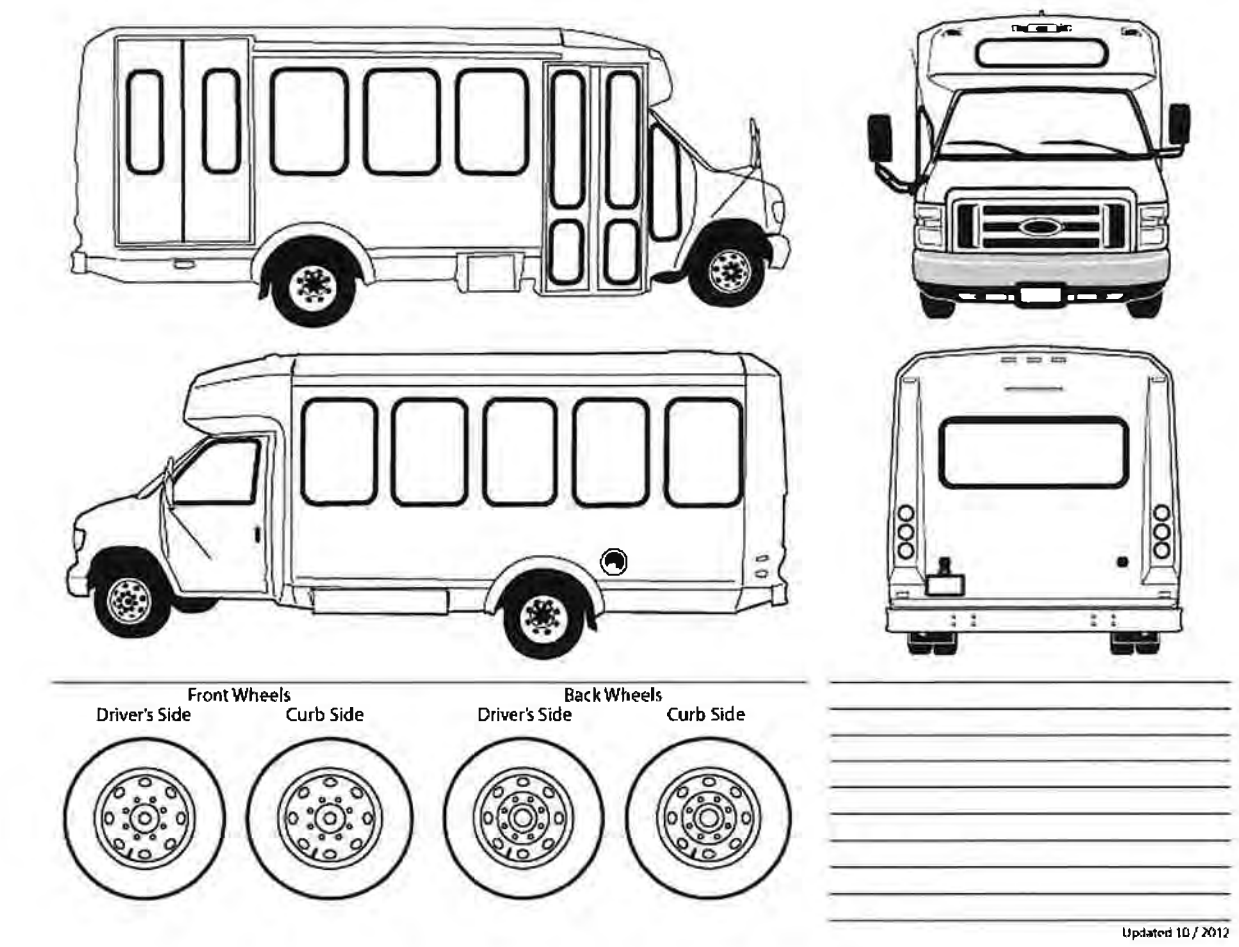
**Agency Name:** Fort Smith Transit Unit #75 Asset #222
**Inventory Date:** Date Inspected 9/1/26
**Make:** Ford High Roof Conversion Van
**Modal:** Mobility Transit Van
**Year:** 2024
**ID/Serial Number/VIN:** 1FDVU4X8XRKB31009
**Mileage:** 53,465
**Date in Service:** April 23, 2025
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ■ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 4.8

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

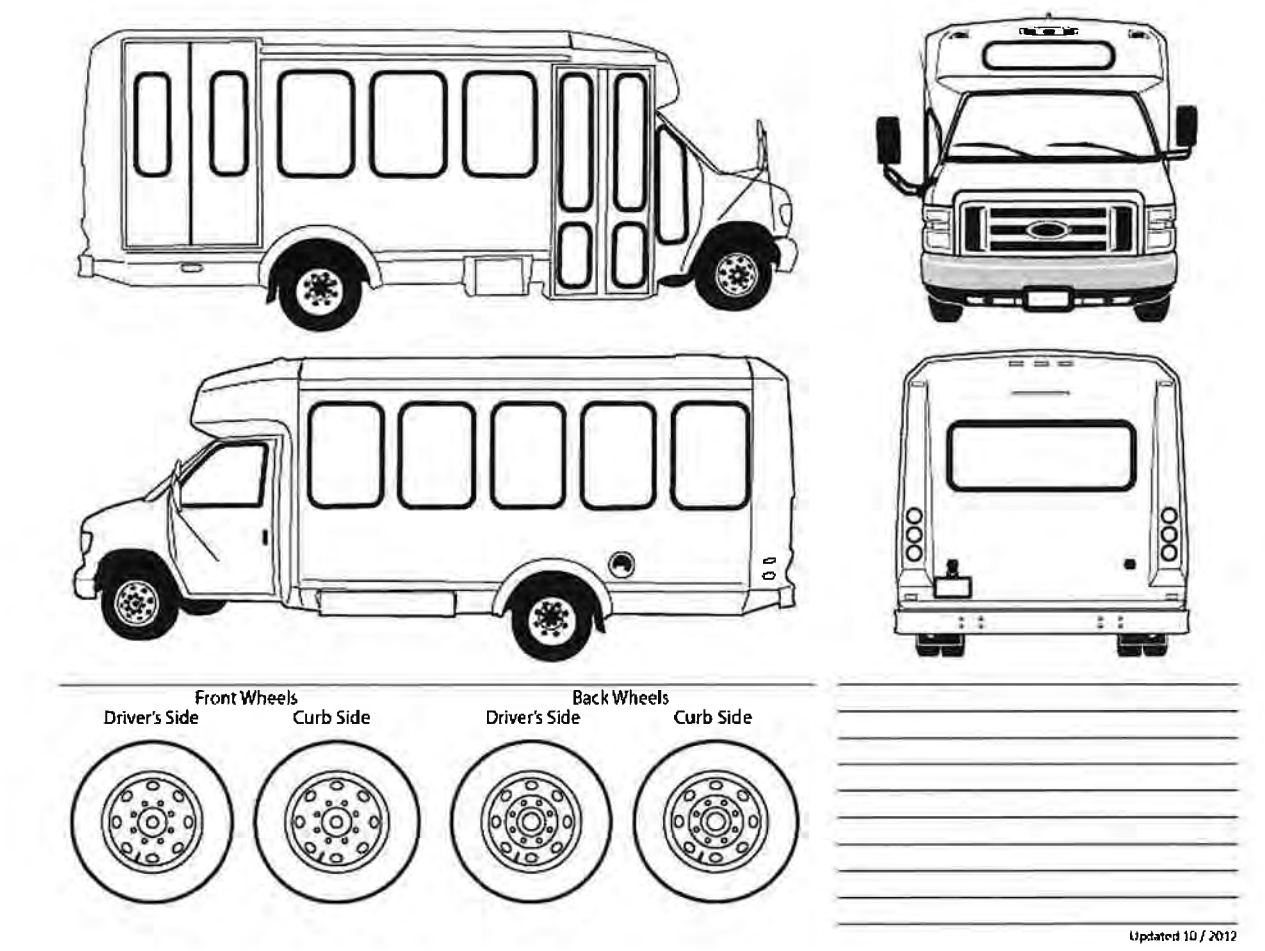
**Agency Name:** Fort Smith Transit Unit #76 Asset #432
**Inventory Date:** Date Inspected 9/1/26
**Make:** Ford High Roof Conversion Van
**Modal:** Mobility Transit Van
**Year:** 2026
**ID/Serial Number/VIN:** 1FDVU4XG9TKA12723
**Mileage:** 21,953
**Date in Service:** January 16, 2026
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ■ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 5.0

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

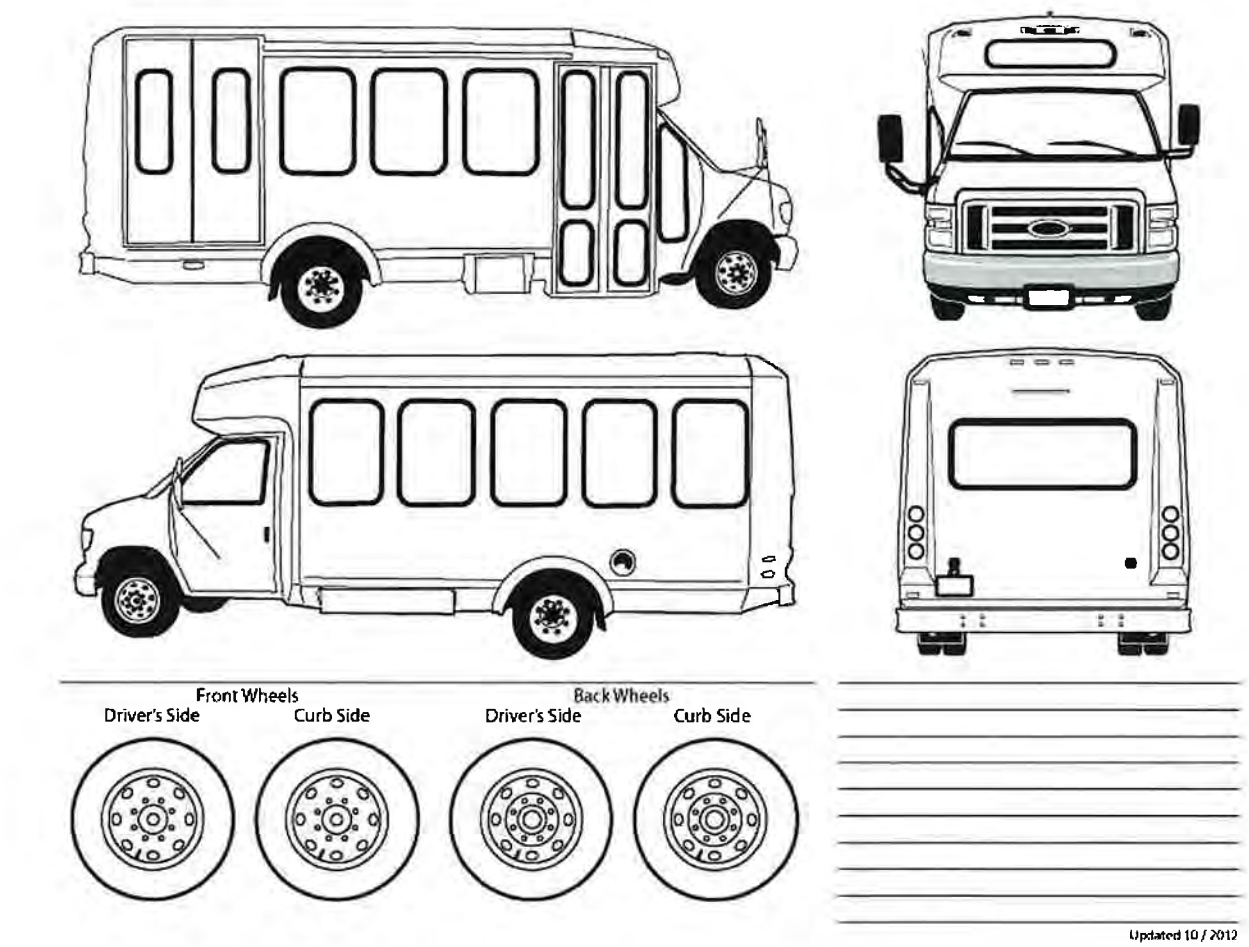
**Agency Name:** Fort Smith Transit Unit #77 Asset #632
**Inventory Date:** Date Inspected 9/1/26
**Make:** Ford High Roof Conversion Van
**Modal:** Mobility Transit Van
**Year:** 2026
**ID/Serial Number/VIN:** 1FDVU4XG2TKA12773
**Mileage:** 13,832
**Date in Service:** January 16, 2026
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ■ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 5.0

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

# Revenue Vehicle Inventory & Condition Assessment Form

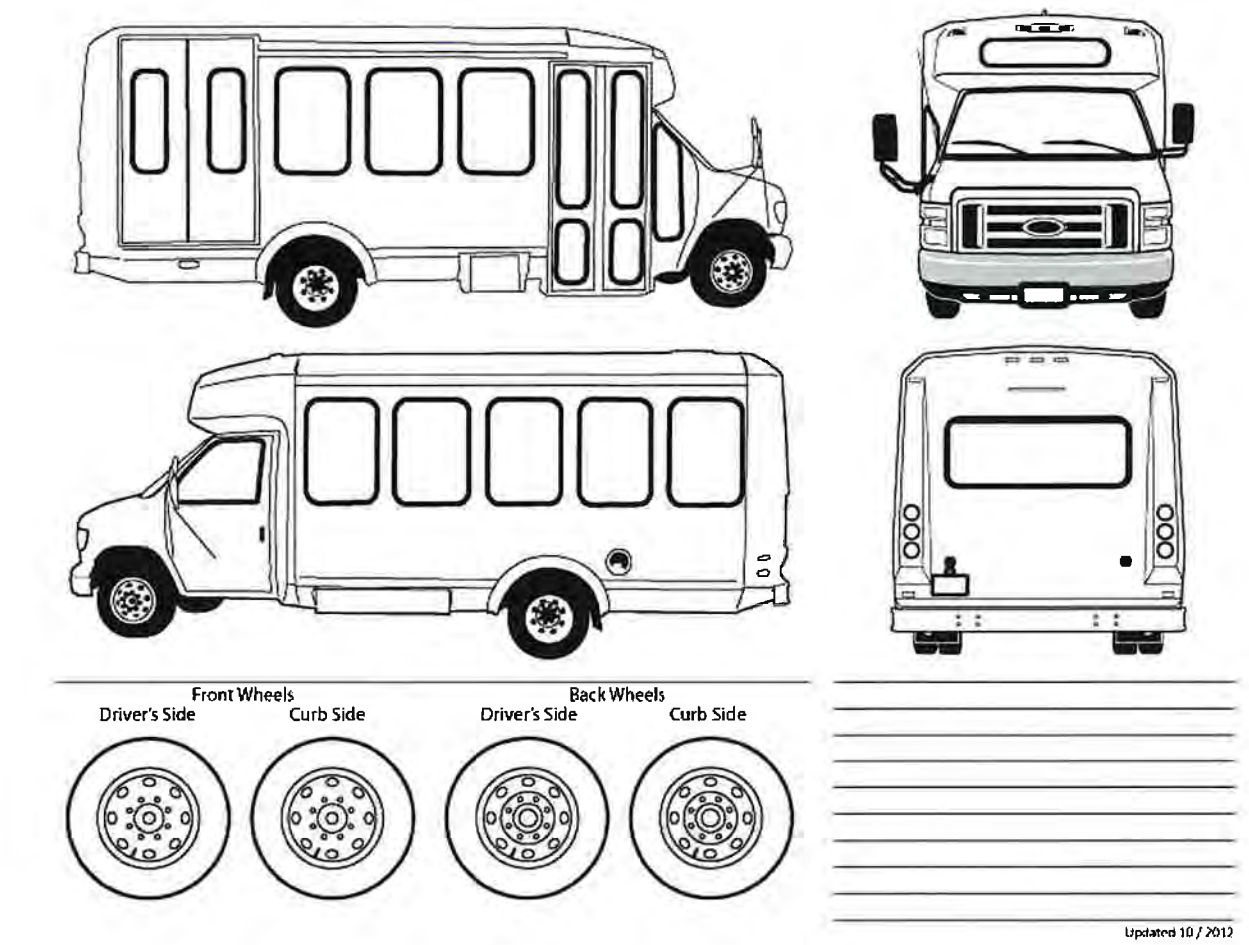
**Agency Name:** Fort Smith Transit Unit #78 Asset #171
**Inventory Date:** Date Inspected 9/1/26
**Make:** Ford High Roof Conversion Van
**Modal:** Mobility Transit Van
**Year:** 2026
**ID/Serial Number/VIN:** 1FDVU4XG3TKA12989
**Mileage:** 17,398
**Date in Service:** January 16, 2026
**Vehicle Location:** 6821 Jenny Lind Road, Fort Smith, AR 729087

| Vehicle Asset Class (Mark One) | | | |
|---|---|---|---|
| AB – Articulated Bus | ☐ | MB - Mini-bus | ☐ |
| AO - Automobile | ☐ | MV – Mini-van | ☐ |
| BR – Over-the-road Bus | ☐ | RT – Rubber-tire Vintage Trolley | ☐ |
| BU - Bus | ☐ | SB – School Bus | ☐ |
| CU – Cutaway Bus | ☐ | SV – Sport Utility Vehicle | ☐ |
| DB – Double Decked Bus | ☐ | TB - Trolleybus | ☐ |
| FB – Ferryboat | ☐ | VN - Van | ■ |

| Vehicle Condition Assessment Rating Scale | | |
|---|---|---|
| **Rating** | **Condition** | **Description** |
| 4.8 – 5.0 | Excellent | New asset, no visible defects |
| 4.0 – 4.7 | Good | Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s) |
| 3.0 – 3.9 | Adequate | Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s) |
| 2.0 – 2.9 | Marginal | Asset reaching or just past the end of its use life; increasing number of defective or deteriorated component(s) and increasing maintenance needs |
| 1.0 – 1.9 | Poor | Asset is past its useful life and is in need of immediate repair or replacement may have critically damaged component(s) |

Vehicle Condition Score: 5.0

Additional Vehicle Comments:




*Note: Provide photographs of all damage or physical issue noted*

**Vehicle Subsystems Review Items:**

| | | | |
|---|---|---|---|
| Ignition | ■ Yes | ☐ No | ☐ N/A |
| Fire extinguisher and fire suppression (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| On board safety items (reflectors, triangles, etc) | ■ Yes | ☐ No | ☐ N/A |
| Lights (check headlights, taillights, and turn signals) | ■ Yes | ☐ No | ☐ N/A |
| Windshield wipers | ■ Yes | ☐ No | ☐ N/A |
| Horn | ■ Yes | ☐ No | ☐ N/A |
| Driver's seat belt | ■ Yes | ☐ No | ☐ N/A |
| Passenger seat belts | ■ Yes | ☐ No | ☐ N/A |
| Wheelchair lift/ramp in working order (if applicable) | ■ Yes | ☐ No | ☐ N/A |
| Cleanliness | ■ Yes | ☐ No | ☐ N/A |
| Scratches or dents (if yes highlight on diagram above) | ☐ Yes | ■ No | ☐ N/A |

City of Fort Smith Transit

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 6821 Jenny Lind Road, Fort Smith, AR 72908
**Facility Name:** Administration Office Facility
**Year Built or Replaced:** 1988
**Primary Mode Served:** Fixed Route / Demand Response / Passenger
**Square Feet:** 9,600
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ Yes ■ No

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ☐ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ■ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ☐ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 4 | 4 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 4 | 2.5 |
| | Roof, gutters, eaves, skylights, pillars, and walls | 1.5 | |
| | Exterior windows, doors, and all finishes (paint and masonry) | 3.9 | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | 3.8 | 3.7 |
| | Interior stairs and landings | 3.8 | |
| | Finishes: materials used on walls, floors, and ceilings | 3.6 | |
| Conveyance | Elevators and escalators | 4 | 4 |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | 4 | 4 |
| | Water supply | 4 | |
| | Sanitary waste | N/A | |
| | Rainwater drainage | 4 | |
| HVAC | Energy supply | 5 | 4.3 |
| | Heating/cooling generation and distribution systems | 4 | |
| | Testing, balancing, controls, and instrumentation | 4 | |
| | Chimneys and vents | 4 | |
| Fire Protection | Sprinklers | N/A | N/A |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | N/A | |
| Electrical | Electrical service and distribution | 4 | 3.9 |
| | Lighting and branch wiring (interior and exterior) | 3.5 | |
| | Communications and security | 4 | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 4 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | N/A |
| Site | Pedestrian areas and associated signage, marking, and equipment | 5 | 4.6 |
| | Site development, such as fences, walls, and miscellaneous structures | 3.5 | |
| | Landscaping and irrigation | 4 | |
| | Site utilities | 4.5 | |

**Cumulative Primary Level Score (CPLS):** 31

**Final Term Rating (CPLS/10):** 3.9

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 6827 Jenny Lind Road, Fort Smith, AR 72908
**Facility Name:** Maintenance Garage (Renovated in 2010 and CNG retro in 2019)
**Year Built or Replaced:** 1988
**Primary Mode Served:** Fixed Route / Demand Response
**Square Feet:** 11,588
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ Yes ■ No

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ☐ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ■ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ■ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 4 | 4 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 4 | 3.4 |
| | Roof, gutters, eaves, skylights, pillars, and walls | 2.8 | |
| | Exterior windows, doors, and all finishes (paint and masonry) | 3.6 | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | 4 | 4 |
| | Interior stairs and landings | 4 | |
| | Finishes: materials used on walls, floors, and ceilings | 3.8 | |
| Conveyance | Elevators and escalators | N/A | N/A |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | 4 | 4 |
| | Water supply | 4.4 | |
| | Sanitary waste (pump station) | 3.8 | |
| | Rainwater drainage | 4 | |
| HVAC | Energy supply | 4.5 | 4 |
| | Heating/cooling generation and distribution systems | 4.4 | |
| | Testing, balancing, controls, and instrumentation | 4.5 | |
| | Chimneys and vents | 4 | |
| Fire Protection | Sprinklers | N/A | N/A |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | N/A | |
| Electrical | Electrical service and distribution | 4 | 3.6 |
| | Lighting and branch wiring (interior and exterior) | 3.5 | |
| | Communications and security | 3.8 | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 4 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | N/A |
| Site | Pedestrian areas and associated signage, marking, and equipment | 4.6 | 4 |
| | Site development, such as fences, walls, and miscellaneous structures | 3.5 | |
| | Landscaping and irrigation | N/A | |
| | Site utilities | 4.3 | |

**Cumulative Primary Level Score (CPLS):** 27

**Final Term Rating (CPLS/10):** 3.9

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 6821 Jenny Lind Road, Fort Smith, AR 72908
**Facility Name:** Bus Awning
**Year Built or Replaced:** 2010
**Primary Mode Served:** Fixed Route / Demand Response
**Square Feet:** 15,500
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ Yes ■ No

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ☐ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ■ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 4.3 | 4.3 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 4.5 | 4.5 |
| | Roof, gutters, eaves, skylights, pillars, and walls | 4.5 | |
| | Exterior windows, doors, and all finishes (paint and masonry) | N/A | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | 4.5 | 4.5 |
| | Interior stairs and landings | N/A | |
| | Finishes: materials used on walls, floors, and ceilings | 4.5 | |
| Conveyance | Elevators and escalators | N/A | N/A |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | 4 | 4 |
| | Water supply | 4.2 | |
| | Sanitary waste (pump station) | 3.8 | |
| | Rainwater drainage | 4.2 | |
| HVAC | Energy supply | 4.4 | 4.4 |
| | Heating/cooling generation and distribution systems | N/A | |
| | Testing, balancing, controls, and instrumentation | N/A | |
| | Chimneys and vents | N/A | |
| Fire Protection | Sprinklers | N/A | 4 |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | 4 | |
| Electrical | Electrical service and distribution | 4.4 | 3.6 |
| | Lighting and branch wiring (interior and exterior) | 4.4 | |
| | Communications and security | N/A | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 3.7 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | N/A |
| Site | Pedestrian areas and associated signage, marking, and equipment | N/A | 4 |
| | Site development, such as fences, walls, and miscellaneous structures | 4.2 | |
| | Landscaping and irrigation | N/A | |
| | Site utilities | 4.3 | |

**Cumulative Primary Level Score (CPLS):** 33.3

**Final Term Rating (CPLS/10):** 4.2

City of Fort Smith Transit

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 200 Wheeler Avenue, Fort Smith, AR 72908
**Facility Name:** Transfer Station
**Year Built or Replaced:** 2010
**Primary Mode Served:** Fixed Route
**Square Feet:** 1200
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ **Yes** ■ **No**

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ☐ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ■ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ☐ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 4 | 4 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 3.8 | 3.8 |
| | Roof, gutters, eaves, skylights, pillars, and walls | 4.8 | |
| | Exterior windows, doors, and all finishes (paint and masonry) | 3.8 | |
| | Balconies, fire escapes, gutters, and downspouts | 3 | |
| Interiors | Partitions: walls, interior doors, fittings and signage | 3.75 | 3.3 |
| | Interior stairs and landings | N/A | |
| | Finishes: materials used on walls, floors, and ceilings | 3 | |
| Conveyance | Elevators and escalators | N/A | N/A |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | 2.8 | 3.8 |
| | Water supply | 4 | |
| | Sanitary waste (pump station) | 3 | |
| | Rainwater drainage | 4 | |
| HVAC | Energy supply | 4 | 3.75 |
| | Heating/cooling generation and distribution systems | 4 | |
| | Testing, balancing, controls, and instrumentation | 4 | |
| | Chimneys and vents | 3 | |
| Fire Protection | Sprinklers | 3 | 3.4 |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | 3.8 | |
| Electrical | Electrical service and distribution | 3.8 | 3.2 |
| | Lighting and branch wiring (interior and exterior) | 3 | |
| | Communications and security | N/A | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 3 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | 3 | 3 |
| Site | Pedestrian areas and associated signage, marking, and equipment | 4 | 3 |
| | Site development, such as fences, walls, and miscellaneous structures | 3.8 | |
| | Landscaping and irrigation | 2.0 | |
| | Site utilities | 3 | |

**Cumulative Primary Level Score (CPLS): 31.25**

**Final Term Rating (CPLS/10): 3.5**

City of Fort Smith Transit

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 6827 Jenny Lind Road, Fort Smith, AR 72908
**Facility Name:** CNG Fueling Station
**Year Built or Replaced:** 2021
**Primary Mode Served:** Fixed Route / Demand Response
**Square Feet:** 1,600
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ Yes ■ No

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ☐ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ■ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 5 | 5 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 5 | 4.8 |
| | Roof, gutters, eaves, skylights, pillars, and walls | 4.8 | |
| | Exterior windows, doors, and all finishes (paint and masonry) | N/A | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | N/A | N/A |
| | Interior stairs and landings | N/A | |
| | Finishes: materials used on walls, floors, and ceilings | N/A | |
| Conveyance | Elevators and escalators | N/A | N/A |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | N/A | N/A |
| | Water supply | N/A | |
| | Sanitary waste (pump station) | N/A | |
| | Rainwater drainage | N/A | |
| HVAC | Energy supply | N/A | N/A |
| | Heating/cooling generation and distribution systems | N/A | |
| | Testing, balancing, controls, and instrumentation | N/A | |
| | Chimneys and vents | N/A | |
| Fire Protection | Sprinklers | N/A | N/A |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | N/A | |
| Electrical | Electrical service and distribution | 4.5 | 4 |
| | Lighting and branch wiring (interior and exterior) | 4.5 | |
| | Communications and security | N/A | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 4 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | N/A |
| Site | Pedestrian areas and associated signage, marking, and equipment | 4.8 | 4 |
| | Site development, such as fences, walls, and miscellaneous structures | 4.8 | |
| | Landscaping and irrigation | N/A | |
| | Site utilities | 3.8 | |

**Cumulative Primary Level Score (CPLS):** **17.8**

**Final Term Rating (CPLS/10):** **4.5**

City of Fort Smith Transit

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 200 Wheeler Avenue, Fort Smith, AR 72908
**Facility Name:** Passenger Awning (Transfer Station)
**Year Built or Replaced:** 2022
**Primary Mode Served:** Fixed Route
**Square Feet:** 5,500
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ Yes ■ No

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ■ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ☐ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 5.0 | 5.0 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 5 | 4.8 |
| | Roof, gutters, eaves, skylights, pillars, and walls | 4.7 | |
| | Exterior windows, doors, and all finishes (paint and masonry) | N/A | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | 4.8 | 4.8 |
| | Interior stairs and landings | N/A | |
| | Finishes: materials used on walls, floors, and ceilings | 4.8 | |
| Conveyance | Elevators and escalators | N/A | N/A |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | 4.8 | 4.6 |
| | Water supply | N/A | |
| | Sanitary waste (pump station) | N/A | |
| | Rainwater drainage | 4.2 | |
| HVAC | Energy supply | 4.8 | 4.8 |
| | Heating/cooling generation and distribution systems | N/A | |
| | Testing, balancing, controls, and instrumentation | N/A | |
| | Chimneys and vents | N/A | |
| Fire Protection | Sprinklers | N/A | 4.6 |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | 4.8 | |
| Electrical | Electrical service and distribution | 5 | 5 |
| | Lighting and branch wiring (interior and exterior) | 5 | |
| | Communications and security | N/A | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 5 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | N/A |
| Site | Pedestrian areas and associated signage, marking, and equipment | N/A | 4.8 |
| | Site development, such as fences, walls, and miscellaneous structures | 4.8 | |
| | Landscaping and irrigation | N/A | |
| | Site utilities | 5 | |

**Cumulative Primary Level Score (CPLS):** **38.4**

**Final Term Rating (CPLS/10):** **4.8**

City of Fort Smith Transit

# Facility Inventory & Condition Assessment Form

**Agency Name:** Fort Smith Transit
**Inventory Date:** 9/1/26 Inspected
**Facility Address:** 6827 Jenny Lind Road, Fort Smith, AR 72908
**Facility Name:** Emergency Generator
**Year Built or Replaced:** 2022
**Primary Mode Served:** Fixed Route / Demand Response
**Square Feet:** 200
**Percent Capital Responsibility:** 100%
**Section of Larger Facility?** ☐ Yes ■ No

| Facility Type | | |
|---|---|---|
| Passenger and Parking Facilities | Rail passenger facilities | ☐ |
| | Light rail, cable car and streetcar passenger facilities that have platforms and serve track in a separate right of way | ☐ |
| | Motorbus, rapid bus, commuter bus, and trolley bus passenger facilities in a separate right of way that have an enclosed structure for passengers | ■ |
| | Transportation, transit or transfer centers, park and ride facilities, and transit malls if they have an enclosed structure for passengers | ☐ |
| Administrative Facility | Offices for management/supporting activities for transit operations | ☐ |
| Maintenance | General Purpose – Garage of building for routine maintenance/repairs | ☐ |
| | Heavy Maintenance - Garage or building for engine/other major unit rebuilds | ☐ |

| Facility Primary and Secondary Level Visual Assessment Rating Guide | | |
|---|---|---|
| **Score** | **Rating** | **Description** |
| 5 | Excellent | No visible defects, new or near new condition, may still be under warranty if applicable |
| 4 | Good | Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional |
| 3 | Adequate | Moderately deteriorated or defective components; but has not exceeded useful life |
| 2 | Marginal | Defective or deteriorated component(s) in need of replacement; exceeded useful life |
| 1 | Poor | Critically damaged component(s) or in need or immediate repair; well past useful life |

| Primary Level | Secondary Level Visual Assessment | Secondary Level Visual Rating | Primary Level Rating |
|---|---|---|---|
| Substructure | Foundation | 5.0 | 5.0 |
| | Basement | N/A | |
| Shell | Superstructure/structural frame, including columns, pillars, and walls | 4.8 | 4.8 |
| | Roof, gutters, eaves, skylights, pillars, and walls | N/A | |
| | Exterior windows, doors, and all finishes (paint and masonry) | N/A | |
| | Balconies, fire escapes, gutters, and downspouts | N/A | |
| Interiors | Partitions: walls, interior doors, fittings and signage | N/A | N/A |
| | Interior stairs and landings | N/A | |
| | Finishes: materials used on walls, floors, and ceilings | N/A | |
| Conveyance | Elevators and escalators | N/A | N/A |
| | Fixed apparatuses for the movement of goods or people | N/A | |
| Plumbing | Fixtures | N/A | N/A |
| | Water supply | N/A | |
| | Sanitary waste (pump station) | N/A | |
| | Rainwater drainage | N/A | |
| HVAC | Energy supply | N/A | N/A |
| | Heating/cooling generation and distribution systems | N/A | |
| | Testing, balancing, controls, and instrumentation | N/A | |
| | Chimneys and vents | N/A | |
| Fire Protection | Sprinklers | N/A | N/A |
| | Standpipes | N/A | |
| | Hydrants and other fire protection specialties | N/A | |
| Electrical | Electrical service and distribution | 5 | 4.8 |
| | Lighting and branch wiring (interior and exterior) | 4.5 | |
| | Communications and security | N/A | |
| | Other electrical system related pieces, such as: lighting protection, generators, and emergency lighting | 5 | |
| Fare Collection | Items including turnstiles, ticket machines, and any other major equipment requiring capital request for replacement | N/A | N/A |
| Site | Pedestrian areas and associated signage, marking, and equipment | 4.75 | 4.5 |
| | Site development, such as fences, walls, and miscellaneous structures | 3 | |
| | Landscaping and irrigation | N/A | |
| | Site utilities | 5 | |

**Cumulative Primary Level Score (CPLS):** 19.1

**Final Term Rating (CPLS/10):** 4.8


67


67


RANSIT
67

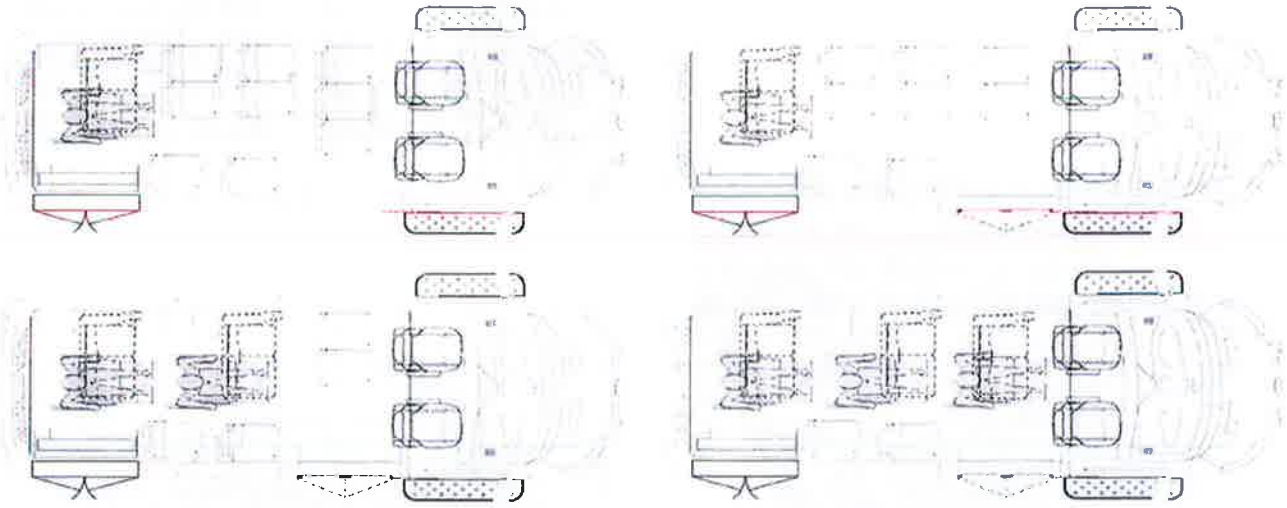

OUT OF SERVICE
67

# MobilityTRANS



## MULTIPLE CONFIGURATIONS

**MobilityTRANS offers a variety of seating configurations to customize the Ford Transit to meet your transportation needs.**



## About MobilityTRANS

NTEA

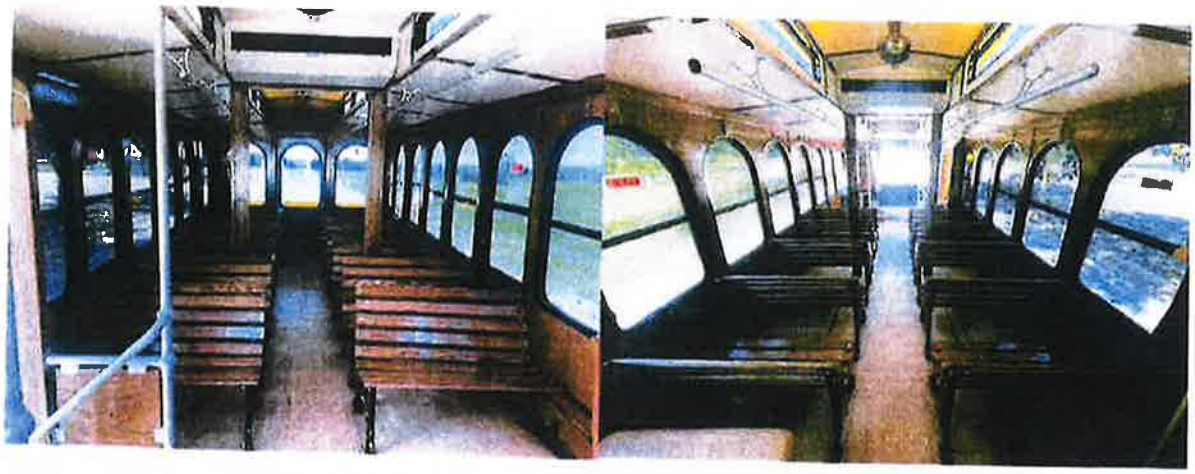
CALSTART

QVM


74


Bobcat















Fort Smith Transit CNG Fueling Station






CNG
1-



CNG Infrastructure



CNG Future Expansion Infrastructure







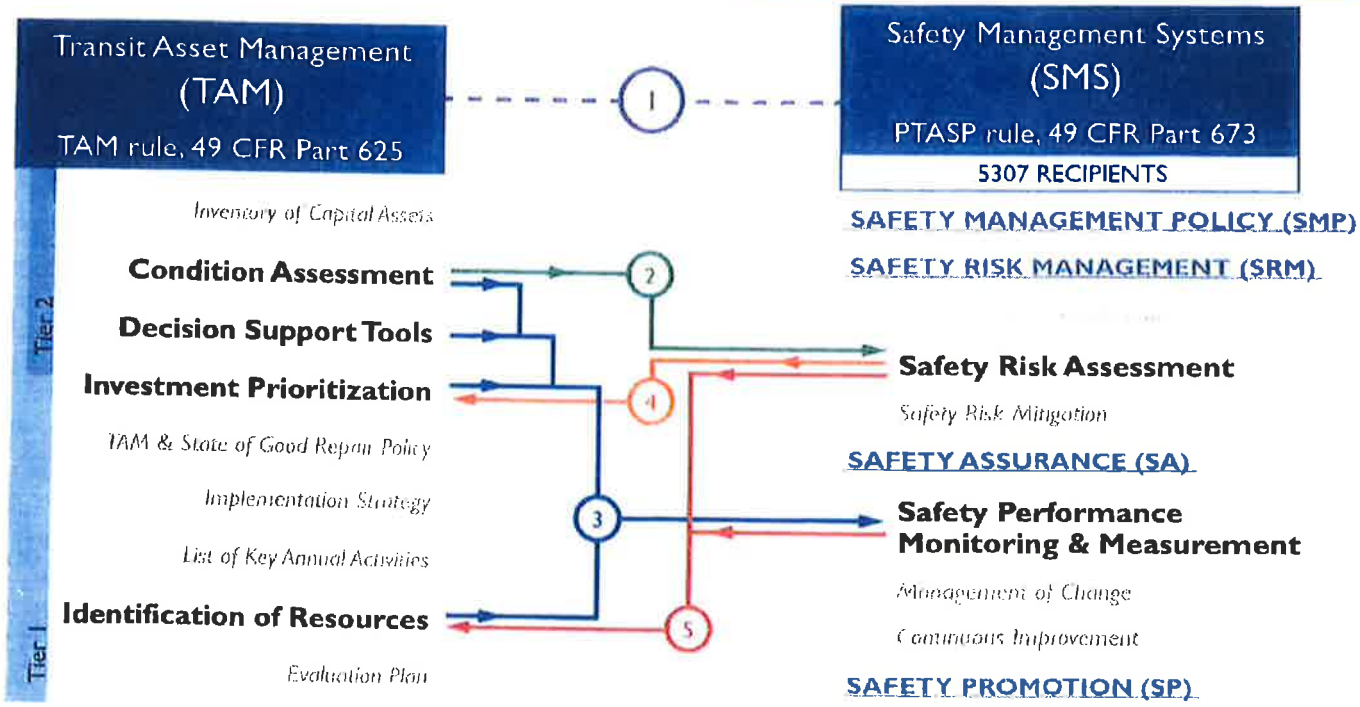


CNG Safety Stop Switches



# Nexus of Transit Asset Management & Safety Management Systems

U.S. Department of Transportation
Federal Transit Administration




## NEXUS 1

The Accountable Executive
Reviews and Approves the TAM plan | Reviews and Approves the Agency Safety Plan

## NEXUS 2

Condition Assessments can identify potential safety issues, which could undergo safety risk assessment in SRM.

## NEXUS 3

TAM data and analysis can be used for performance monitoring and measurement in SA.

## NEXUS 4

The outcome of a safety risk assessment in SRM, or safety performance monitoring and measurement in SA, could inform the prioritization of an asset for repair or replacement.

## NEXUS 5

The outcome of a safety risk assessment in SRM, or safety performance monitoring and measurement in SA, could inform resources for TAM.

While there are no formal requirements linking TAM and SMS, there are many opportunities to share information and analysis between the two processes, thus improving actions and decision making agency wide.

# FTA GRANT STATUS

**10/1/26**

| **AVAILABLE GRANTS:** | **Section** | **Available Funds** |
|---|---|---|
| (2026 Apportioment for 5307) | 5307 | 2,605,276 |
| (2026 Apportionment for 5339) | 5339 | 211,375 |
| (2025 Apportionment for 5307) | 5307 | 2,531,688 |
| (2025 Apportionment for 5339) | 5339 | 202,428 |
| AR-2025-020-01 (2024 Apportionment)-Operating | 5307 | 736,368 |
| AR-2025-009 (FY22-FY24)- Capital | 5339 | 329,281 |
| AR-2023-013 (CNG)- Capital/Operating | 5307 | 537,458 |
| AR-2022--003- Operating/Capital | 5307 | 290,541 |
| AR-2019-014 (Phase I Access Road) - Capital | 5307 | 719,742 |
| AR-2019-011 (Phase I Access Road) - Capital | 5339 | 935,507 |
| **TOTAL FUNDS AVAILABLE** | | **9,099,664** |

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Andy Richards, CFO

**FROM:** Danny Baker, Chief of Police

**DATE:** October 29, 2026

**SUBJECT:** 2027 Police Department Capital Improvement Plan

## SUMMARY

Included with this memo as reviewed with the Board of Directors on October 13th, 2026 is the Police Department's 5-Year Capital Improvement Plan (CIP) for FY2027-203. This plan utilizes all anticipated 2026 EOY, unused police department Sales and Use Tax (SUT) funds as well as all anticipated SUT funds collected in 2027. $2,930,000 has been dedicated annually to support the 2024 police salary increase. Another recurring expense incorporated into the CIP is the annual Axon contract (body cameras, in-car cameras, interrogation room audio/video, Tasers, and associated software), which totals $810,000 in 2027. Additional revenue includes Grant Funding (GF), and Court Vehicle Earmarks (CVE). This plan will require a capital expense commitment from the General Fund Reserve in the amount of $786,345.

In addition to salary augmentation and the Axon contract, this plan will allow the Police Department to continue growing the police vehicle fleet, moving us closer to fully implementing the Take Home Vehicle Program for police officers and detectives. This has been a very popular benefit for our officers and the community as we have already observed vehicles being better maintained and received citizen appreciation for seeing marked police cars parked in their neighborhoods.

Other planned purchases include: replacement of Chinese manufactured drones (required by State law), replacement of a Computer Forensic Lab workstation, replacement firearms and optics, body armor, continued improvements to our firing range, and upgrades to the police headquarters Community Room.

Total 2027 expense: $6,135,390
Total 2027 revenue: $5,349,045
General Fund need: (Expense-Revenue) $786,345

## ATTACHMENTS

1. Police_CIP_Resolution.pdf
2. Police 2027 CIP.pdf

**RESOLUTION NO. _____**

**RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION OF THE FIVE-YEAR (2027-2031) CAPITAL IMPROVEMENT PLAN FOR THE FORT SMITH POLICE DEPARTMENT**

---

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:

SECTION 1: The Five-Year (2027-2031) Capital Improvement Plan for the Fort Smith Police Department, incorporated herein by reference, is hereby approved.

SECTION 2: City staff are directed to proceed with implementation of the 2027 Capital Improvement Plan for the Fort Smith Police Department approved by Section 1.

This Resolution adopted this _____ day of November, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

*Approved as to Form:*

_____
*No Publication Required*

**Fort Smith Police Department**
**5-Year Capital Improvement Plan (Purchasing Vehicles)**

| | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| 1 | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| 2 | **Technology** | | | | | | |
| 3 | Accountability | | $810,000.00 | $810,000.00 | $900,000.00 | $900,000.00 | $900,000.00 |
| 4 | Crime Prev/Det/Inv | | $135,000.00 | $135,000.00 | $30,000.00 | $0.00 | $0.00 |
| 5 | Officer Safety/Equipment | | $128,090.00 | $130,963.00 | $101,623.00 | $104,672.00 | $107,812.00 |
| 6 | **Mobility** | | | | | | |
| 7 | Primary Patrol Vehicles | | $1,797,800.00 | $936,000.00 | $973,440.00 | $607,427.00 | $1,368,735.00 |
| 8 | CID Vehicles | | $154,500.00 | $167,092.00 | $163,909.00 | $168,826.00 | $173,890.00 |
| 9 | Other (Motors/Bikes/etc) | | $40,000.00 | $207,092.00 | $141,600.00 | $166,528.00 | $0.00 |
| 10 | **Facilities** | | | | | | |
| 11 | 2nd Precinct/Training Facility | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 12 | Firing Range | | $65,000.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 13 | Downtown Renovations | | $75,000.00 | $50,000.00 | $100,000.00 | $50,000.00 | $50,000.00 |
| 14 | | | | | | | |
| 15 | Anticipated Capital Expense: | | $3,205,390.00 | $2,436,147.00 | $2,410,572.00 | $1,997,453.00 | $2,600,437.00 |
| 16 | SUT Salary Support: | | $2,930,000.00 | $2,930,000.00 | $2,930,000.00 | $2,930,000.00 | $2,930,000.00 |
| 17 | Anticipated Tax Revenue (SUT) | | $3,900,000.00 | $4,017,000.00 | $4,137,510.00 | $4,261,635.00 | $4,389,484.00 |
| 18 | EOY Sales and Use Tax (SUT) | | $1,000,000.00 | | | | |
| 19 | Grant Funding (GF) | | $66,045.00 | $47,000.00 | $70,000.00 | $47,000.00 | $70,000.00 |
| 20 | Court Vehicle Earmarks (CVE) | | $383,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 |
| 21 | Total Anticipated Revenue: | | $5,349,045.00 | $4,264,000.00 | $4,407,510.00 | $4,508,635.00 | $4,659,484.00 |
| 22 | General Fund Contribution (CapEx) | | $786,345.00 | $1,102,147.00 | $933,062.00 | $418,818.00 | $870,953.00 |
| 23 | EOY Excess SUT | $1,000,000.00 | | | | | |
| 24 | | | | | | | |
| 25 | | | | | | | |
| 26 | **Notes:** Spending details are outlined under additional tabs: Technology, Mobility, and Facilities. Construction of the 2nd Precinct and Training Facility has been removed. | | | | | | |
| 27 | | | | | | | |
| 28 | Included: 3% inflation, 3% annual revenue increase on SUT | | | | | | |
| 29 | Consistent,historical grant funding: JAG, BPV | | | | | | |
| 30 | | | | | | | |
| 31 | | | | | | | |

# Technology

**Accountability:** The Axon Enterprise, Inc contract and annual payment includes: Body Worn Cameras, In-Car Cameras, Storage, Interrogation room AV, Axon Performance (recommended by Internal Audit), My90 Citizen Feedback, and Tasers.

**Crime Prevention/Detection/Investigation:** Replacement of all Chinese manufactured drones required by 2027 (State law). Replacement of aging Computer Forensic Lab (CFL) computers and workstations.

**Officer Safety/Equipment:** Regular replacement of officer service pistols, replacement of aging rifles, and purchase of optical sights for pistols and rifles. Annual replacement of Officer's Body Worn Ballistic Armor with partial reimbursement from a federal BVP Grant.

| 2027 | |
|---|---|
| **Accountability** | |
| Axon | $810,000.00 |
| **Total** | **$810,000.00** |
| Funding Source: | SUT |
| **Crime Prev/Det/Inv** | |
| Drone Repl. | $85,000.00 |
| CFL Workstation | $50,000.00 |
| Item 3 | $0.00 |
| Item 4 | $0.00 |
| Item 5 | $0.00 |
| Item 6 | $0.00 |
| **Total** | **$135,000.00** |
| Funding Source: | SUT+CapEx |
| **Officer Safety/Equipment** | |
| Firearms/Optics | $32,300.00 |
| Body Armor | $95,790.00 |
| Item 3 | $0.00 |
| **Total** | **$128,090.00** |
| Funding Source: | SUT+GF |

| 2028 | |
|---|---|
| **Accountability** | |
| Axon | $810,000.00 |
| **Total** | **$810,000.00** |
| **Crime Prev/Det/Inv** | |
| Drone Repl. | $85,000.00 |
| CFL Workstation | $50,000.00 |
| Item 3 | $0.00 |
| Item 4 | $0.00 |
| Item 5 | $0.00 |
| Item 6 | $0.00 |
| **Total** | **$135,000.00** |
| **Officer Safety/Equipment** | |
| Body Armor | $98,663.00 |
| Firearms/Optics | $32,300.00 |
| Item 3 | $0.00 |
| **Total** | **$130,963.00** |

| 2029 | |
|---|---|
| **Accountability** | |
| Axon | $900,000.00 |
| **Total** | **$900,000.00** |
| **Crime Prev/Det/Inv** | |
| 2 K9's | $30,000.00 |
| Item 2 | $0.00 |
| Item 3 | $0.00 |
| Item 4 | $0.00 |
| Item 5 | $0.00 |
| Item 6 | $0.00 |
| **Total** | **$30,000.00** |
| **Officer Safety/Equipment** | |
| Body Armor | $101,623.00 |
| Item 2 | $0.00 |
| Item 3 | $0.00 |
| **Total** | **$101,623.00** |

| 2030 | |
|---|---|
| **Accountability** | |
| Axon | $900,000.00 |
| **Total** | **$900,000.00** |
| **Crime Prev/Det/Inv** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| Item 3 | $0.00 |
| Item 4 | $0.00 |
| Item 5 | $0.00 |
| Item 6 | $0.00 |
| **Total** | **$0.00** |
| **Officer Safety/Equipment** | |
| Body Armor | $104,672.00 |
| Item 2 | $0.00 |
| Item 3 | $0.00 |
| **Total** | **$104,672.00** |

| 2031 | |
|---|---|
| **Accountability** | |
| Axon | $900,000.00 |
| **Total** | **$900,000.00** |
| **Crime Prev/Det/Inv** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| Item 3 | $0.00 |
| Item 4 | $0.00 |
| Item 5 | $0.00 |
| Item 6 | $0.00 |
| **Total** | **$0.00** |
| **Officer Safety/Equipment** | |
| Body Armor | $107,812.00 |
| Item 2 | $0.00 |
| Item 3 | $0.00 |
| **Total** | **$107,812.00** |

# Mobility

**Primary Patrol Vehicles:** Purchase primary patrol vehicles and Special Operations vehicles to allow full implemntation of the Take Home Vehicle program, to regularly replace high-mileage vehicles (thereby reducing maintenance costs) and to ensure our patrol fleet remains operational and able to respond to calls in the City of Fort Smith.

**CID Vehicles:** Purchase of unmarked CID vehicles each year through 2031. This will ensure that our fleet stays operational and will replace any vehicle with high mileage and/or high maintenance costs.

**Other:** Replace an aging, high-mileage vehicle utilized by the department recruiter.

| 2027 | |
|---|---|
| **Primary Patrol Vehicles** | |
| 17 Fully Equipped PPVs | $1,530,000.00 |
| 3 Special Ops Vehicles | $267,800.00 |
| **Total** | **$1,797,800.00** |
| **CID Vehicles** | |
| 5 CID Vehicles | $154,500.00 |
| Item 2 | $0.00 |
| **Total** | **$154,500.00** |
| **Other (Motors/Bikes/etc)** | |
| Recruiting Vehicle | $40,000.00 |
| **Total** | **$40,000.00** |
| Funding Source: SUT+ CVE+CapEx | |

| 2028 | |
|---|---|
| **Primary Patrol Vehicles** | |
| 7 Fully Equipped PPVs | $655,200.00 |
| 3 Special Ops Vehicles | $280,800.00 |
| **Total** | **$936,000.00** |
| **CID Vehicles** | |
| 5 CID Vehicles | $167,092.00 |
| Item 2 | $0.00 |
| **Total** | **$167,092.00** |
| **Other (Motors/Bikes/etc)** | |
| 5 Sup Serv. Vehicles | $167,092.00 |
| 1 Motorcycle | $40,000.00 |
| **Total** | **$207,092.00** |

| 2029 | |
|---|---|
| **Primary Patrol Vehicles** | |
| 7 Fully Equipped PPVs | $681,408.00 |
| 3 Special Ops Vehicles | $292,032.00 |
| **Total** | **$973,440.00** |
| **CID Vehicles** | |
| 5 CID Vehicles | $163,909.00 |
| Item 2 | $0.00 |
| **Total** | **$163,909.00** |
| **Other (Motors/Bikes/etc)** | |
| Animal Control | $100,000.00 |
| 1 Motorcycle | $41,600.00 |
| **Total** | **$141,600.00** |

| 2030 | |
|---|---|
| **Primary Patrol Vehicles** | |
| 6 Fully Equipped PPVs | $607,427.00 |
| 0 Special Ops Vehicles | $0.00 |
| **Total** | **$607,427.00** |
| **CID Vehicles** | |
| 5 CID Vehicles | $168,826.00 |
| Item 2 | $0.00 |
| **Total** | **$168,826.00** |
| **Other (Motors/Bikes/etc)** | |
| Comm Rel Vehicle | $80,000.00 |
| 2 Motorycycles | $86,528.00 |
| **Total** | **$166,528.00** |

| 2031 | |
|---|---|
| **Primary Patrol Vehicles** | |
| 11 Fully Equippped PPVs | $1,158,160.00 |
| 2 Special Ops Vehicles | $210,575.00 |
| **Total** | **$1,368,735.00** |
| **CID Vehicles** | |
| 5 CID Vehicles | $173,890.00 |
| 2 K9 Vehicles | $150,000.00 |
| **Total** | **$323,890.00** |
| **Other (Motors/Bikes/etc)** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |

# Facilities

**Firing Range**: Continued development and maintenance of the FSPD firing range at the FS landfill.

**Downtown Renovations**: Projects to modernize and improve functionality of the downtown police headquarters building. This will include Bartlett Community Room remodeling, and replacement of badly aging carpet throughout the building with laminate flooring.

| 2027 | |
|---|---|
| **2nd Precinct / Training Facililty** | |
| | $0.00 |
| | $0.00 |
| **Total** | **$0.00** |
| **Firing Range** | |
| Seating | $25,000.00 |
| Lights | $40,000.00 |
| **Total** | **$65,000.00** |
| **Downtown Renovations** | |
| Community Room | $75,000.00 |
| | |
| **Total** | **$75,000.00** |
| Funding Source | SUT |

| 2028 | |
|---|---|
| **2nd Precinct / Training Facililty** | |
| | $0.00 |
| | |
| **Total** | **$0.00** |
| **Firing Range** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |
| **Downtown Renovations** | |
| Laminate Flooring | $50,000.00 |
| Item 2 | $0.00 |
| **Total** | **$50,000.00** |

| 2029 | |
|---|---|
| **2nd Precinct / Training Facililty** | |
| | $0.00 |
| | $0.00 |
| **Total** | **$0.00** |
| **Firing Range** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |
| **Downtown Renovations** | |
| CID Expansion | $100,000.00 |
| Item 2 | $0.00 |
| **Total** | **$100,000.00** |

| 2030 | |
|---|---|
| **2nd Precinct / Training Facililty** | |
| | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |
| **Firing Range** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |
| **Downtown Renovations** | |
| Upgrade Facility | $50,000.00 |
| Item 2 | $0.00 |
| **Total** | **$50,000.00** |

| 2031 | |
|---|---|
| **2nd Precinct / Training Facililty** | |
| | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |
| **Firing Range** | |
| Item 1 | $0.00 |
| Item 2 | $0.00 |
| **Total** | **$0.00** |
| **Downtown Renovations** | |
| Upgrade Facility | $50,000.00 |
| Item 2 | $0.00 |
| **Total** | **$50,000.00** |

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**FROM:** Darrell Clark, Fire Chief

**DATE:** October 7, 2026

**SUBJECT:** Five-year CIP for the Fire Department (1/8% Sales and Use Tax)

**SUMMARY**

Attached is the 5 year Capital Improvement Plan for the Fire Department. This plan serves as an outline for fire apparatus replacements, staff vehicle replacements, fire station repairs/upgrades, and major equipment purchases. Fire suppression apparatus purchases are included in this memo using the fire department's portion of the ¼ cent Sales and Use Tax for Fire and Parks. This plan will be adjusted in the future as department needs or priorities change.

Additionally, there are other long range necessities that are listed for the purposes of awareness. The estimated cost of a training facility including a large lecture classroom, small breakout classrooms, offices for the Fire Training Division, public restroom facilities, men's toilet-shower-locker rooms, women's toilet-shower-locker rooms, and shared functional/support areas is included at $4 million. This facility would be located at the current Fire Training Facility located at 5901 Commerce Road. Currently, classroom portions of training for Fire are held at either Station 1 (downtown) or Station 11 (Chaffee Crossing). Both classrooms are limited to 25 persons max. With a training center classroom located on the premises of our training facility, academic to practical hands-on training would be streamlined, resulting in better consistency of training evolutions. With a large lecture style classroom we could host regional, or even national training courses. These type of courses are paid for by visiting departments, resulting in a small return on investment for each class held plus the addition of tax dollar revenues by each firefighter visiting Fort Smith. While this is a major investment in our public safety departments, the benefit of this type of center would serve for decades to come.

We are incrementally remodeling our aging fire stations, and we need to continue to extend their lifespan. I have included funding each of the next five years to remodel one or two fire stations each year. We are also working to make them as energy efficient as possible to help reduce utility bills.

We would like to build our own driving course for training and testing purposes at the maintenance facility. Not only could we use it for testing and training, it would aid the maintenance technicians when working on apparatus suspensions. Whenever they do front-

end work there are adjustments that need to be made in conjunction with driving the apparatus, utilizing turns and then having to re-check alignments. This driving course would keep them from having to do these tests on public streets. The estimated cost of this is $600,000.00

Another Fire Station will be needed if annexation continues to expand to the south and/or east, or when development exceeds our current fire suppression coverage requirements to stay in line with ISO standards. Long range facility planning should include consideration of this additional station.

Since the 2012 passage of the 1/8 Sales and Use Tax for the Fort Smith Fire Department, it has generated roughly $44,445,064. The balance of this account each year goes into our apparatus sinking fund. A few years ago, this account was projected to be in the red in 2027. We took steps to reduce spending in order to preserve the decreasing balance. Refurbishing two pumpers and moving much of the operating expenses for Station 11 and the apparatus assigned to this station to the General Fund has extended the estimated year that the account goes into the red out to 2033. I continue working with Finance and Administration to find additional steps that can be taken to continue to extend this account staying in the black while ensuring we stay on schedule for apparatus replacement.

**ATTACHMENTS**

1. 2026_Fire_CIP_Resolution (1).pdf
2. 2026 CIP Workbook.pdf
3. Copy of 4803 & Apparatus Fund - Updated 10-7-2026.pdf

**RESOLUTION NO. _____**

**RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION OF THE FIVE-YEAR (2027-2031) CAPITAL IMPROVEMENT PLAN FOR THE FORT SMITH FIRE DEPARTMENT**

---

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:

SECTION 1: The Five-Year (2027-2031) Capital Improvement Plan for the Fort Smith Fire Department, incorporated herein by reference, is hereby approved.

SECTION 2: City staff are directed to proceed with implementation of the 2027 Capital Improvement Plan for the Fort Smith Fire Department approved by Section 1.

This Resolution adopted this ____ day of November, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

*Approved as to Form:*

_____
*No Publication Required*

## FY 2027 - 2031
# CIP Capital Improvement Project Summary

| | Fiscal Year | | | | | | |
|---|---|---|---|---|---|---|---|
| **Department** | **Program** | **Category** | **2027** | **2028** | **2029** | **2030** | **2031** |
| Fire Department | **General Funds** | Rescue Boat | | | $300,000 | | |
| | | Zodiac Boat | | | $50,000 | | |
| | | Draft Commander | | $155,000 | | | |
| | | Staff Vehicles | | $75,000 | | $150,000 | |
| | | Station Renovations | $80,000 | $80,000 | $80,000 | $80,000 | $80,000 |
| | **General Funds Total** | | **$80,000** | **$310,000** | **$430,000** | **$230,000** | **$80,000** |
| | **Option 1/8% Sales Tax** | Apparatus Cost | $2,172,069 | | $4,140,000 | $1,300,000 | $2,500,000 |
| | **Option 1/8% Sales Tax Total** | | **$2,172,069** | | **$4,140,000** | **$1,300,000** | **$2,500,000** |
| Fire Department Total | | | | | | | |
| **Grand Total** | | | **$2,252,069** | **$310,000** | **$4,570,000** | **$1,530,000** | **$2,580,000** |

**Future Unfunded Projects**

| | |
|---|---|
| Station 12 | As the City expands to the south, we will need to plan for building Station 12. This project will include a two-bay station, a pumper, and 9 personnel. |
| Motorola Radios | Fire will need to plan to purchase new portable Motorola radios in 2030 to 2031. We plan to apply for grant funding when we have to make our next purchase. |
| Training Classroom | The goal is to have a large lecture hall, offices, and locker room facilities for participants It will be located at the FSFD Training Facility This addition would facilitate hosting larger more complex classes. |
| New Fire Station | Stations 2 through 9 are over 50 years old. We need to devise a plan to start replacing stations. We have been doing remodeling to many, can only extend the lifespan so long. |
| Driving Pad | Fire needs a large reenforced concrete pad to train apparatus operators and allow Fleet Maintenance to test apparatus suspensions during repairs instead of on public roads. |

## FY 2027-2031
# Fire Department Capital Improvement Project

## Apparatus Cost

### Funding Source
Option 1/8% Sales Tax

### Total Tax FY
Current Year Tax 1/8 $3,650,903

### Project Description
This project will procure advanced firefighting vehicles, including pumpers and ladder trucks, to replace aging equipment, meet NFPA standards, and accommodate the growing needs of the city.

### Project Justification
Upgrading the fleet is crucial for improved emergency responses, firefighter safety, and lower maintenance costs. New apparatus will ensure efficient operations, enhance public safety, and could contribute to reduced insurance premiums for the Fort Smith community.

### Cost Summary

| | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|
| **Total Cost** | **$ 2,172,069** | **$ -** | **$ 4,140,000** | **$ 1,300,000** | **$ 2,500,000** | **$ 10,112,069** |

### Comments
Based on 5% increase per year

### Expense Itemization

| 2027 | | | |
|---|---|---|---|
| **Cost** | $ 2,172,069 | | |
| Unit Being Replaced | Ladder 11 | | |
| Asset Number | 964 | | |
| Age of Apparatus | 14 | | |
| **Total Cost** | | | **$2,172,069** |

| 2028 | | | |
|---|---|---|---|
| **Cost** | | | |
| Unit Being Replaced | | | |
| Asset Number | | | |
| Age of Apparatus | | | |
| **Total Cost** | | | **$0** |

| 2029 | | | |
|---|---|---|---|
| **Cost** | $ 2,340,000 | $ 1,800,000 | |
| Unit Being Replaced | Ladder 9 | Rescue 1 | |
| Asset Number | 965 | 403 | |
| Age of Apparatus | 16 | 15 | |
| **Total Cost** | | | **$4,140,000** |

| 2030 | | | |
|---|---|---|---|
| **Cost** | $ 1,300,000 | | |
| Unit Being Replaced | Pumper 6 | | |
| Asset Number | | | |
| Age of Apparatus | 11 | | |
| **Total Cost** | | | **$1,300,000** |

| 2031 | | | |
|---|---|---|---|
| **Cost** | $ 2,500,000 | | |
| Unit Being Replaced | Ladder 11 | | |
| Asset Number | | | |
| Age of Apparatus | 14 | | |
| **Total Cost** | | | **$2,500,000** |

## FY 2027 - 2031
# Fire Department Capital Improvement Project

**Aluminum Rescue Boat**

**Funding Source** General Funds

### Project Description
This is to replace our 1996 fiberglass rescue boat with a far more capable aluminum rescue boat that will provide more power for towing small craft, hauling patients and equipment, and providing a usable platform for the FSFD Dive Team. The included cost is estimated.

### Project Justification
The current FSFD large rescue boat is an older fiberglass boat that is better suited for recreational activities, rather than rescue operations. The new boat would have more power, longer lifespan, bow gate and side door for divers, large deck to carry patients and equipment.

### Cost Summary

| | 2027 | 2028 | 2029 | 2030 | 2031 | |
|---|---|---|---|---|---|---|
| **Total Cost** | **$ -** | **$ -** | **$ 300,000** | **$ -** | **$ -** | **Total $ 300,000** |

### Comments
Fire has Act 122 funds that can be applied to cover a portion of this purchase.

### Expense Itemization

**2027**

| Cost | | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total Cost** | | | | **$ -** |

**2028**

| Cost | | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total Cost** | | | | **$ -** |

**2029**

| Cost | | | | |
|---|---|---|---|---|
| $ 300,000 | Aluminum Rescue Boat | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total Cost** | | | | **$ 300,000** |

**2030**

| Cost | | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total Cost** | | | | **$ -** |

**2031**

| Cost | | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total Cost** | | | | **$ -** |





## FY 2027-2031
# Fire Department Capital Improvement Project

**Milpro Zodiac Rescue Boat (Replacement)**

### Funding Source
General Funds

### Project Description
The FSFD Zodiac rescue boat at Station 7 needs to be replaced to continue providing with the FSFD personnel with the most capable equipment so that they can provide water rescue services from that station.

### Project Justification
The Milpro Zodiac rescue boat at Station 7 is aging and needs to be replaced. It will be 15 years old in 2029.

### Cost Summary

| | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|
| **Total Cost** | **$ -** | **$ -** | **$ 50,000** | **$ -** | **$ -** | **$ 50,000** |

### Comments

### Expense Itemization

**2027**

| Cost | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **Total Cost** | **$** | | **-** |

**2028**

| Cost | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **Total Cost** | **$** | | **-** |

**2029**

| Cost | | | | |
|---|---|---|---|---|
| $ 50,000 | Zodiac Rescue Boat | | | |
| | | | | |
| | | | | |
| **Total Cost** | **$** | | | **50,000** |

**2030**

| Cost | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **Total Cost** | **$** | | **-** |

**2031**

| Cost | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **Total Cost** | **$** | | **-** |

## FY 2027-2031
# Fire Department Capital Improvement Project

**Draft Commander Pump/Hose Testing Trailer**

### Funding Source
General Funds

### Project Description
The Draft Commander is a trailer with a 3,000 gallon water tank that is utilized to perform pump tests with clean water.  Currently, water is drafted from a lake during pump testing.

### Project Justification
This trailer would be used for annual pump testing and pump tests following repairs.

### Cost Summary

| | 2027 | 2028 | 2029 | 2030 | 2031 | Total |
|---|---|---|---|---|---|---|
| **Total Cost** | **$ -** | **$ 155,000** | **$ -** | **$ -** | **$ -** | **$ 155,000** |

### Comments

### Expense Itemization

| 2027 | | |
|---|---|---|
| **Cost** | | |
| | | |
| | | |
| | | |
| **Total Cost** | | **$ -** |

| 2028 | | |
|---|---|---|
| **Cost** | | |
| $ 155,000 | Draft Commander | |
| | | |
| | | |
| **Total Cost** | | **$ 155,000** |

| 2029 | | |
|---|---|---|
| **Cost** | | |
| | | |
| | | |
| | | |
| **Total Cost** | | **$ -** |

| 2030 | | |
|---|---|---|
| **Cost** | | |
| | | |
| | | |
| | | |
| **Total Cost** | | **$ -** |

| 2031 | | |
|---|---|---|
| **Cost** | | |
| | | |
| | | |
| | | |
| **Total Cost** | | **$ -** |



## FY 2027 - 2031
# Fire Department Capital Improvement Project

**Staff Vehicles**

**Funding Source** General Funds

### Project Description
The Staff Vehicles Upgrade initiative for the Fort Smith Fire Department aims to renew its administrative and operational fleet. This includes the acquisition of command units, quick response vehicles, and support SUVs essential for non-emergency tasks and on-scene coordination.

### Project Justification
Modernizing the staff vehicle fleet is vital for maintaining day-to-day operations and effective on-scene command presence. New vehicles will provide reliable transportation, reduce repair costs, and ensure that leadership and support staff can perform their roles efficiently, ultimately contributing to a more effective fire service for the community.

### Cost Summary

| | 2027 | 2028 | 2029 | 2030 | 2031 | | |
|---|---|---|---|---|---|---|---|
| **Total Cost** | **$ -** | **$ 75,000** | **$ -** | **$ 150,000** | **$ -** | **Total** | **$ 225,000** |

### Comments
Fire has Act 122 funds that can be applied to cover a portion of this purchase.

### Expense Itemization

**2027**

| Cost | |
|---|---|
| | |
| | |
| | |
| | |
| **Total Cost** | **$ -** |

**2028**

| Cost | |
|---|---|
| $ 75,000 | Asset #747 - 3/4 ton 4x4 crew cab diesel |
| | |
| | |
| | |
| **Total Cost** | **$ 75,000** |

**2029**

| Cost | |
|---|---|
| | |
| | |
| | |
| | |
| **Total Cost** | **$ -** |

**2030**

| Cost | |
|---|---|
| $ 75,000 | Asset #211 - Chevy Tahoe |
| $ 75,000 | Asset #213 - Chevy Tahoe |
| | |
| | |
| **Total Cost** | **$ 150,000** |

**2031**

| Cost | |
|---|---|
| | |
| | |
| | |
| | |
| **Total Cost** | **$ -** |

## FY 2027 - 2031
## Fire Department Capital Improvement Project

### Remodeling Fire Department Facilities

**Funding Source** General Funds

**Project Description**

These funds would be used to renew kitchen cabinets, painting, replacing old light fixtures, updating bathrooms/locker rooms. This plan would allow an average of $40,000 per station. The plan is to remodel two stations per year. The Maintenance Facility/Fire Marshal Offices will be included in the remodeling plan.

**Project Justification**

We need to update our aging fire stations to extend their lifespan and make them more energy efficient. This plan will help delay the large expense of replacing our older fire stations.

**Cost Summary**

| | 2027 | 2028 | 2029 | 2030 | 2031 | | |
|---|---|---|---|---|---|---|---|
| **Total Cost** | **$ 80,000** | **$ 80,000** | **$ 80,000** | **$ 80,000** | **$ 80,000** | **Total** | **$ 400,000** |

**Comments**

Stations 1, 2, & 3 have been remodeled in recent years. The administrative offices will need minor remodeling.

**Expense Itemization**

**2027**

| Cost | |
|---|---|
| $ 80,000 | Remodel 2 Fire Stations |
| | |
| | |
| | |
| **Total Cost** | **$ 80,000** |

**2028**

| Cost | |
|---|---|
| $ 80,000 | Remodel 2 Fire Stations |
| | |
| | |
| | |
| **Total Cost** | **$ 80,000** |

**2029**

| Cost | |
|---|---|
| $ 80,000 | Remodel 2 Stations |
| | |
| | |
| | |
| **Total Cost** | **$ 80,000** |

**2030**

| Cost | |
|---|---|
| $ 80,000 | Remodel 2 Fire Stations |
| | |
| | |
| | |
| **Total Cost** | **$ 80,000** |

**2031**

| Cost | |
|---|---|
| $ 80,000 | Remodel 2 Fire Stations |
| | |
| | |
| | |
| **Total Cost** | **$ 80,000** |

| **4803 Revenue** | | **2020** | | **2021** | | **2022** | | **2023** | | **2024** | | **2025** | | **2026** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 4.29% | | 15.32% | | 10.39% | | 3.72% | | -1.36% | | -0.01% | | 1.93% | |
| **January** | -2.4% | $ 524,264 | 10.6% | $ 579,680 | $ 676,530 | | $ 703,398 | | $ 709,540 | | $ 708,284 | | $ 714,577 | |
| **February** | 7.6% | $ 427,210 | 15.1% | $ 491,663 | $ 518,802 | | $ 562,609 | | $ 535,932 | | $ 536,393 | | $ 562,699 | |
| **March** | 5.9% | $ 431,362 | 0.7% | $ 434,480 | $ 504,806 | | $ 573,409 | | $ 577,658 | | $ 551,865 | | $ 586,858 | |
| **April** | -3.4% | $ 444,121 | 37.3% | $ 609,631 | $ 610,951 | | $ 651,704 | | $ 635,178 | | $ 643,669 | | $ 648,204 | |
| **May** | -4.3% | $ 423,409 | 30.2% | $ 551,405 | $ 583,383 | | $ 622,828 | | $ 612,843 | | $ 570,552 | | $ 605,817 | |
| **June** | 9.1% | $ 477,148 | 14.0% | $ 544,022 | $ 626,348 | | $ 635,450 | | $ 622,162 | | $ 628,363 | | $ 630,844 | |
| **July** | 10.1% | $ 507,006 | 9.9% | $ 557,210 | $ 627,001 | | $ 642,521 | | $ 644,449 | | $ 610,363 | | $ 644,754 | |
| **August** | 8.4% | $ 500,069 | 11.6% | $ 557,840 | $ 620,124 | | $ 632,142 | | $ 614,634 | | $ 654,018 | | $ 649,631 | |
| **September** | 3.6% | $ 475,184 | 14.7% | $ 544,981 | $ 613,610 | | $ 630,968 | | $ 590,784 | | $ 634,174 | | $ 624,828 | |
| **October** | 7.7% | $ 481,764 | 13.2% | $ 545,541 | $ 613,672 | | $ 610,437 | | $ 601,924 | | $ 623,896 | | $ 618,207 | |
| **November** | 7.8% | $ 480,437 | 14.5% | $ 550,056 | $ 597,001 | | $ 603,888 | | $ 609,741 | | $ 591,362 | | $ 607,680 | |
| **December** | 3.3% | $ 493,896 | 14.8% | $ 567,114 | $ 620,234 | | $ 611,606 | | $ 624,231 | | $ 625,322 | | $ 626,590 | |
| **Total** | | $ 5,665,870 | | $ 6,533,623 | $ 7,212,462 | | $ 7,480,961 | | $ 7,379,076 | | $ 7,378,261 | | $ 7,520,690 | |
| **1/8% Revenue** | | $ 2,832,935 | | $ 3,266,812 | $ 3,606,231 | | $ 3,740,480 | | $ 3,689,538 | | $ 3,689,131 | | $ 3,760,345 | |
| Add. Revenue, sale of reserve apparatus | | | | $ 620,426 | | | | | | | | | | |
| | | **$ 2,832,935** | | **$ 3,887,238** | **$ 3,606,231** | | **$ 3,740,480** | | **$ 3,689,538** | | **$ 3,689,131** | | **$ 3,760,345** | |
| Previous Year Carry Fwd | | $ 463,055 | | $ 586,300 | $ 1,163,231 | | $ 1,470,596 | | $ 2,084,880 | | $ 3,000,837 | | $ 4,014,564 | |
| **Total revenue** | | **$ 3,295,990** | | **$ 4,473,538** | **$ 4,769,462** | | **$ 5,211,076** | | **$ 5,774,418** | | **$ 6,689,968** | | **$ 7,774,909** | |
| **4803 Expenses** | | | | | | | | | | | | | | |
| Personnel & Operating | | $ 2,098,058 | | $ 2,059,881 | $ 2,148,869 | | $ 2,368,944 | | $ 2,231,581 | | $ 2,385,293 | | $ 2,456,852 | |
| Capital | | $ 611,632 | | $ 630,000 | $ 1,149,997 | | $ 757,252 | | $ 542,000 | | $ 290,111 | | $ 271,000 | |
| | | | | $ 620,426 | | | | | | | | | | |
| | | $ 2,709,690 | | $ 3,310,307 | $ 3,298,866 | | $ 3,126,196 | | $ 2,773,581 | | $ 2,675,404 | | $ 2,727,852 | |
| CY Rev/Exp | | $ 123,245 | | $ 576,931 | $ 307,365 | | $ 614,284 | | $ 915,957 | | $ 1,013,727 | | $ 1,032,493 | |
| **CY Fund Balance** | | **$ 586,300** | | **$ 1,163,231** | **$ 1,470,596** | | **$ 2,084,880** | | **$ 3,000,837** | | **$ 4,014,564** | | **$ 5,047,057** | |
| | | P1 | | P-2, P-11 | L-1 | | P-8 | | P-5 | | P-10 | | P-4 | |

| 4803 Revenue | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | |
|---|---|---|---|---|---|---|---|---|
| | | 0.54% | 0.73% | 0.33% | 0.53% | 0.53% | 0.47% | 0.5 |
| January | $ 717,908 | $ 720,726 | $ 724,914 | $ 728,395 | $ 731,925 | $ 735,695 | $ 739,325 | |
| February | $ 550,458 | $ 555,349 | $ 561,730 | $ 561,404 | $ 565,089 | $ 568,369 | $ 570,603 | |
| March | $ 577,848 | $ 577,912 | $ 586,682 | $ 586,622 | $ 589,576 | $ 593,503 | $ 595,799 | |
| April | $ 648,774 | $ 653,351 | $ 656,611 | $ 659,441 | $ 663,032 | $ 666,292 | $ 669,551 | |
| May | $ 602,368 | $ 598,841 | $ 608,366 | $ 609,224 | $ 611,532 | $ 615,804 | $ 618,308 | |
| June | $ 633,394 | $ 637,176 | $ 640,143 | $ 643,273 | $ 646,599 | $ 649,772 | $ 653,014 | |
| July | $ 639,521 | $ 637,861 | $ 647,119 | $ 647,915 | $ 650,742 | $ 655,078 | $ 657,757 | |
| August | $ 645,822 | $ 656,322 | $ 657,098 | $ 659,611 | $ 664,254 | $ 666,924 | $ 670,232 | |
| September | $ 622,761 | $ 633,527 | $ 633,309 | $ 636,165 | $ 640,677 | $ 643,084 | $ 646,375 | |
| October | $ 620,822 | $ 627,185 | $ 628,292 | $ 631,687 | $ 635,345 | $ 638,093 | $ 641,392 | |
| November | $ 608,957 | $ 608,693 | $ 614,528 | $ 616,833 | $ 619,485 | $ 623,118 | $ 626,010 | |
| December | $ 631,635 | $ 634,128 | $ 637,092 | $ 640,628 | $ 643,655 | $ 646,863 | $ 650,152 | |
| Total | $ 7,500,269 | $ 7,541,071 | $ 7,595,883 | $ 7,621,198 | $ 7,661,911 | $ 7,702,594 | $ 7,738,520 | |
| 1/8% Revenue | $ 3,750,134 | $ 3,770,535 | $ 3,797,942 | $ 3,810,599 | $ 3,830,956 | $ 3,851,297 | $ 3,869,260 | |
| Add. Revenue, sale of reserve apparatus | | | | | | | | |
| | **$ 3,750,134** | **$ 3,770,535** | **$ 3,797,942** | **$ 3,810,599** | **$ 3,830,956** | **$ 3,851,297** | **$ 3,869,260** | |
| Previous Year Carry Fwd | $ 5,047,057 | $ 4,094,565 | $ 2,939,979 | $ 2,253,253 | $ 1,998,643 | $ 481,434 | $ (878) | |
| **Total revenue** | **$ 8,797,191** | **$ 7,865,100** | **$ 6,737,921** | **$ 6,063,852** | **$ 5,829,599** | **$ 4,332,732** | **$ 3,868,382** | |
| **4803 Expenses** | | | | | | | | |
| Personnel & Operating | $ 2,530,557 | $ 2,606,474 | $ 2,684,668 | $ 2,765,208 | $ 2,848,165 | $ 2,933,610 | $ 3,021,618 | |
| Capital | $ 2,172,069 | $ 2,318,647 | $ 1,800,000 | $ 1,300,000 | $ 2,500,000 | $ 1,400,000 | $ 1,470,000 | |
| | $ 4,702,626 | $ 4,925,121 | $ 4,484,668 | $ 4,065,208 | $ 5,348,165 | $ 4,333,610 | $ 4,491,618 | |
| CY Rev/Exp | $ (952,492) | $ (1,154,586) | $ (686,727) | $ (254,609) | $ (1,517,209) | $ (482,312) | $ (622,358) | |
| **CY Fund Balance** | **$ 4,094,565** | **$ 2,939,979** | **$ 2,253,253** | **$ 1,998,643** | **$ 481,434** | **$ (878)** | **$ (623,236)** | |
| | L-7 | L-9 | R-1 | P-6 | L-11 | Pumper 7 | Pumper 1 | |

| 2034 | | 2035 | | 2036 | | 2037 |
|---|---|---|---|---|---|---|
| 1% | 0.50% | | 0.49% | | 0.50% | |
| $ 743,005 | | $ 746,735 | | $ 750,452 | | $ 754,198 |
| $ 573,701 | | $ 576,600 | | $ 579,371 | | $ 582,323 |
| $ 598,889 | | $ 602,024 | | $ 604,893 | | $ 607,955 |
| $ 672,955 | | $ 676,295 | | $ 679,663 | | $ 683,067 |
| $ 621,367 | | $ 624,678 | | $ 627,666 | | $ 630,816 |
| $ 656,293 | | $ 659,556 | | $ 662,850 | | $ 666,162 |
| $ 661,071 | | $ 664,548 | | $ 667,737 | | $ 671,097 |
| $ 673,808 | | $ 677,025 | | $ 680,425 | | $ 683,857 |
| $ 649,813 | | $ 652,888 | | $ 656,189 | | $ 659,493 |
| $ 644,659 | | $ 647,795 | | $ 651,062 | | $ 654,317 |
| $ 629,100 | | $ 632,337 | | $ 635,440 | | $ 638,615 |
| $ 653,359 | | $ 656,626 | | $ 659,913 | | $ 663,199 |
| $ 7,778,019 | | $ 7,817,108 | | $ 7,855,661 | | $ 7,895,099 |
| $ 3,889,009 | | $ 3,908,554 | | $ 3,927,831 | | $ 3,947,549 |
| **$ 3,889,009** | | **$ 3,908,554** | | **$ 3,927,831** | | **$ 3,947,549** |
| $ (623,236) | | $ (1,396,493) | | $ (2,313,573) | | $ (3,387,548) |
| **$ 3,265,774** | | **$ 2,512,061** | | **$ 1,614,258** | | **$ 560,002** |
| $ 3,112,266 | | $ 3,205,634 | | $ 3,301,803 | | $ 3,400,857 |
| $ 1,550,000 | | $ 1,620,000 | | $ 1,700,002 | | $ 1,700,003 |
| $ 4,662,266 | | $ 4,825,634 | | $ 5,001,805 | | $ 5,100,860 |
| $ (773,257) | | $ (917,080) | | $ (1,073,975) | | $ (1,153,311) |
| **$ (1,396,493)** | | **$ (2,313,573)** | | **$ (3,387,548)** | | **$ (4,540,859)** |

Pumper 2 Pumper 5 Pumper 10

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Dr. Sara Deuster, Director of Parks and Recreation

**DATE:** October 27, 2026

**SUBJECT:** Final Payment for Creekmore Park Tennis Court Improvements

## SUMMARY

The above project consisted of the resurfacing of the southern four (4) tennis courts, reconstruction of the northern four (4) tennis courts to a post-tension concrete base rather than retain an asphalt base, conversion of the outdated light fixtures to LEDs, addition of spectator seating along the east side of the courts, and replacement of the fencing and windscreens. Also incorporated into this project was the conversion of the four (4) light poles at the pool to LED fixtures.

Through coordination with the Western Arkansas Tennis Association (WATA) the contractor was able to complete the tennis courts in time for the Fort Smith City Championships in late September. While ancillary portions of the project were being completed, many events continued to take place on the courts. Most recently, the 2A State Tournament was held at the Creekmore Tennis Center on October 12th and 13th.

The total cost of the project came in at $1,316,549.38. Attached is a resolution to accept the project as complete and authorize final payment to Steve Beam Construction, Inc. in the amount of $79,318.99.

This project is in alignment with the comprehensive plan policies PFS-5 (Improve the health and well-being of Fort Smith residents), NCR-1.3 (Develop neighborhood parks amenities within walking distance to residents), and FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service problems).

Please contact me should you have any questions.

## ATTACHMENTS

1. 11-2-26_Item_ID_3187_Resolution.pdf
2. 11-2-26 Item ID 3187 Project Photos.pdf
3. 11-2-26 Item ID 3187 Project Summary.pdf

*FISCAL IMPACT:* *$79,318.99*
*BUDGET INFORMATION:* *Budgeted / Parks and Recreation - 1/8% Sales and Use Tax*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION AND AUTHORIZING FINAL PAYMENT TO STEVE BEAM CONSTRUCTION, INC. FOR CONSTRUCTION OF THE CREEKMORE PARK TENNIS COURTS IMPROVEMENTS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: Construction of the Creekmore Park Tennis Courts Improvements is hereby accepted as complete.

SECTION 2: Final payment is hereby authorized in the amount of $79,318.99 to Steve Beam Construction, Inc. for the construction of the Creekmore Park Tennis Courts Improvements.

This Resolution adopted this _____day of November, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

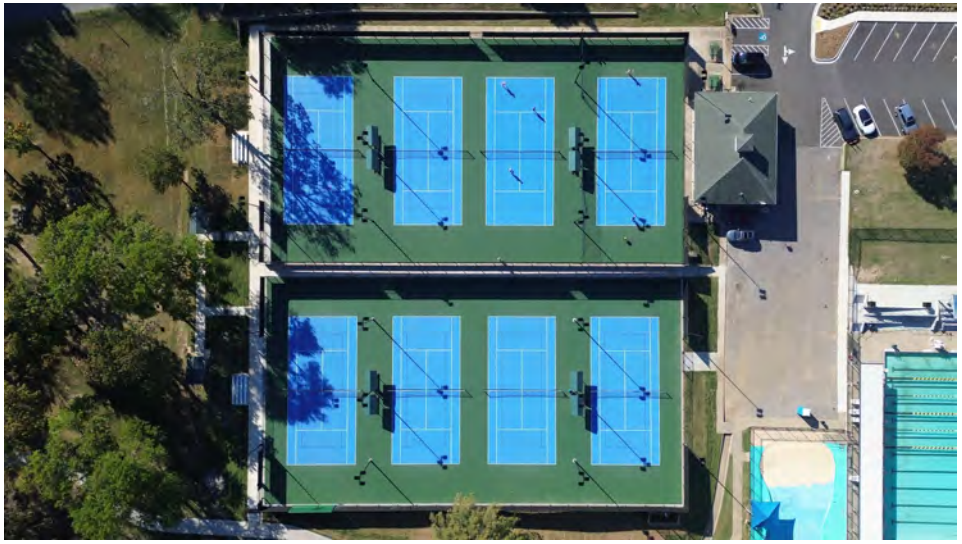
# Creekmore Park Tennis Court Improvements







Staff is working with Girl Scouts to complete a mural on the back of the practice wall as part of a workshop during spring break.



**PROJECT SUMMARY**

Creekmore Park Tennis Court Improvements

| | |
|---|---|
| Owner: | City of Fort Smith, Arkansas |
| Engineer: | McClelland Consulting Engineers, Inc. |
| Contractor: | Steve Beam Construction, Inc. |

Project Description: This project consisted of the resurfacing of the southern four (4) tennis courts, reconstruction of the northern four (4) tennis courts to a post-tension concrete base, conversion of the antiquated light fixtures to LEDs, addition of spectator seating along the east side of the courts, and replacement of the fencing. Also incorporated into this project was the conversion of the four (4) light poles at the pool to LED fixtures.

| | | |
|---|---|---|
| Original Bid Award | $ | 1,212,950.70 |
| Contract Revisions | | |
| Change Order No. 1 (R-131-26) | $ | 120,793.80 |
| Adjusted Contract Amount | $ | 1,333,744.50 |
| Work Completed to Date | $ | 1,316,549.38 |
| Less Previous Payments | $ | 1,237,230.39 |
| Final Payment Amount | $ | 79,318.99 |
| Amount under amended | $ | 17,195.12 |
| Amount under amended as a percent | | -1.3% |

Summary of Change Orders

Change Order No. 1 Additional undercut excavation and backfill due to unsuitable subsurfacing and replacement of a 4" underdrain pipe discovered during demolition.

City of Fort Smith Finance

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Andrew Richards, Chief Financial Officer

**DATE:** October 28, 2026

**SUBJECT:** Resolution approving Change Order No. 1 for the Massard Wastewater Treatment Plant Reroofing project

**SUMMARY**

On May 5, 2026, the Board of Directors approved R-103-26 authorizing a contract with Langford Roofing and Construction LLC for the re-roofing of five (5) storm-damaged buildings at the Massard Wastewater Treatment Plant. The contract was awarded through the competitive bidding process at a total project cost of $342,000.

Pre-bid documents and available record drawings indicated that Building B's metal roof deck was structurally sloped and provided its own drainage. Based on this information, tapered insulation was not included in the bid quantities or contract scope for Building B. After removal of the existing storm-damaged roofing system, MAHG Architecture, project architect, and the contractor determined that the roof deck was flat rather than sloped. This unforeseen condition was identified after removal of the existing roofing was not reflected in the construction documents. MAHG's Change Order Description (attached) provides additional detail regarding the field conditions and the resulting need for corrective work.

Because adequate drainage is necessary to prevent ponding, protect roof warranties, and ensure long-term performance, Building B could not be reroofed as originally designed. To avoid delaying construction while the condition was evaluated, MAHG issued field direction authorizing temporary use of a portion of the tapered insulation originally allocated for Building C. This temporary measure did not alter the scope of Building C. The additional tapered insulation included in this Change Order restores Buildings C's full allocation and provides the added quantities required solely for Building B.

Change Order No.1 includes approximately 3,082 square feet of tapered insulation, additional two-part adhesive, and additional installation labor required to establish proper drainage on Building B. MAHG's Change Order Description (attached) provides a breakdown of the added material and labor quantities and describes the basis for the revised tapered-insulation layout. Tapered insulation systems require additional layout and installation steps compared to flat insulation. MAHG has reviewed the contractor's submitted cost information and provided its professional recommendation supporting the change.

Because the unforeseen condition required additional adjustments to the planned work sequence and additional time for the contractor to complete the revised roofing system on Building B, MAHG has recommended a 42-calendar-day extension to the contract time. This duration has been reviewed with the contractor, and the resulting revised substantial completion date is November 9, 2026.

The additional cost of $36,157, increasing the construction contract from $342,000 to $378,157. The additional cost is expected to be reimbursed through a supplemental insurance claim. Any amount not reimbursed will be funded by the Water Sewer Operating Fund using existing appropriations.

The attached Resolution authorizes the Mayor to execute Change Order No. 1 with Langford Roofing and Construction, LLC, increasing the contract amount by $36,157 and adding 42 calendar days to the contract time. Attachments include:

- Resolution – Change Order No. 1
- Change Order No. 1
- MAHG Change Order Description

Please contact me if you or any Board members have questions or need additional information.

**ATTACHMENTS**

1. 10-20-2026_Item__3130_Resolution.pdf
2. 10-20-2026_Item #3130_Change Order #1.pdf
3. 10-20-26_Item #3130_Change Order Description - MAHG.pdf

*FISCAL IMPACT:* *$36,157.00 and additional 42 days*
*BUDGET INFORMATION:* *Budgeted / Water Resources - Water/Sewer*

**RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH LANGFORD ROOFING AND CONSTRUCTION, LLC FOR THE REROOFING OF FIVE BUILDINGS AT THE MASSARD WASTEWATER TREATMENT PLANT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS THAT:

Section 1: Change Order No. 1 with Langford Roofing and Construction, LLC for storm-related roof repairs at Massard Wastewater Treatment Plant is hereby approved.

Section 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order No. 1 with Langford Roofing and Construction, LLC, increasing the contract amount by $36,157.00 – resulting in a total contract amount of $378,157.00 – and adding 42 additional days to the contract time.

This Resolution adopted this _____ day of November, 2026.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____NPR

# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*
Reroof Project for Massard WWTP
1609 Ninth Street
Barling AR 72923

**OWNER:** *(Name and address)*
City of Fort Smith
623 Garrison Ave
Fort Smith, AR 72901

**CONTRACT INFORMATION:**
Contract For:
Date: 9/11/2026

**ARCHITECT:** *(Name and address)*
MAHG Architecture, Inc.
6400 Riley Park Dr
Fort Smith AR 72916

**CHANGE ORDER INFORMATION:**
Change Order Number: 01
Date: 9/11/2026

**CONTRACTOR:** *(Name and address)*
Langford Roofing and Construction, LLC
5119 N Park RD
Texarkana TX 75501

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

See Exhibit A

| | |
|---|---|
| The original Contract Sum was | $ 342,000.00 |
| The net change by previously authorized Change Orders | $ 0.00 |
| The Contract Sum prior to this Change Order was | $ 342,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ 36,157.00 |
| The new Contract Sum including this Change Order will be | $ 378,157.00 |

The Contract Time will be increased by ~~Zero (0) days~~. forty-two (42) days
The new date of Substantial Completion will be 11/9/2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| ARCHITECT *(Firm name)* | CONTRACTOR *(Firm name)* | OWNER *(Firm name)* |
|---|---|---|
| MAHG Architecture, Inc. | Langford Roofing and Construction, LLC | City of Fort Smith |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Nate Deason, Assoc. Principal | Chad Rains, CFO | |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| 10.7.2026 | 9/11/2026 | |
| DATE | DATE | DATE |

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**User Notes:**

# CHANGE ORDER DESCRIPTION

Building B - Roof Tapered Insulation

The finalized construction plans indicated that Building B was to have a structurally sloped metal roof deck, with the roof deck itself providing the necessary slope for positive drainage.

Upon completion of the existing roof tear-off, field conditions revealed that the metal roof deck was not structurally sloped as indicated in the construction documents. Instead, the existing roofing assembly utilized a fully tapered insulation system to establish the required roof slope and provide positive drainage.

Installing the new roofing system in accordance with the original proposed scope, without adding a tapered insulation system, would have resulted in inadequate roof drainage and created a significant potential for standing and ponding water.

To properly address this unforeseen existing condition, a fully tapered insulation system was required for Building B in accordance with the attached tapered insulation drawing. This allowed the new roofing system to maintain proper drainage while also maintaining a roof elevation and profile consistent with the adjacent buildings.

The tapered insulation required for Building B was not included in the original bid, scope of work, or material quantities, as the construction documents indicated that the required slope would be provided by the structural metal roof deck.

To prevent delays and keep construction progressing on Building B after work had already commenced, a portion of the tapered insulation materials already on site and originally allocated for Building C was temporarily utilized for Building B.

**All tapered insulation materials required for Building C were included in the original bid and contract amount. No additional tapered insulation quantity is being added to the project for Building C.**

As a result of the unforeseen field condition at Building B, approximately +/- 3,082 square feet of additional tapered insulation was required to be ordered and installed. The additional material order replaces the quantity utilized from the original project allocation and represents the additional tapered insulation required solely because Building B required a tapered insulation system that was not included in the original scope.

### This Change Order includes the additional costs associated with:

- Approximately +/- 3,082 SF of additional tapered insulation required for Building B due to the unforeseen existing deck condition.
- Additional two-part roofing adhesive required for installation of the added tapered insulation.
- Additional labor associated with laying out and installing the tapered insulation system on Building B.

**No additional material quantity or scope is being added for Building C. Building C's tapered insulation was included in the original contract.**

All other roofing system components, contract requirements, and the remainder of the contracted scope of work remain unchanged.

The Change Order amount represents only the additional materials and labor directly associated with providing the +/- 3,082 SF tapered insulation system required for Building B due to the unforeseen field condition.

This additional work was necessary to provide proper roof drainage, maintain the intended roof profile, and complete Building B in accordance with the project requirements and accepted roofing practices.

| | |
|---|---|
| Tapered Insulation | |
| Materials | $9,057.85 |
| Installation labor | $12,187.50 |
| 2-part roofing adhesive | $11,295.95 |
| Insurance | $361.57 |
| Overhead/Profit | $3,254.13 |
| Total: | $36,157.00 |

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Joshua D. Robertson, Director of Citizen Services

**DATE:** October 28, 2026

**SUBJECT:** Miss Laura's Brothel Museum Parking Lot Replacement Project Final Payment

**SUMMARY**

On August 18, 2026, the Board of Directors approved the Miss Laura's Brothel Museum Parking Lot Replacement Project with Westbrook's Concrete Construction in the amount of $187,685.00. The project included removal of the existing parking lot, site preparation, installation of approximately 15,000 square feet of new concrete pavement, curbing, ADA parking improvements, and striping.

The project has been completed, providing improved accessibility, safety, and appearance of the historic downtown property. Westbrook's Concrete Construction has submitted its final invoice in the amount of $187,685.00. No previous payments have been made, and the final invoice represents the full original contract amount.

Staff recommends that the Board of Directors approve the attached resolution accepting the project as complete and authorizing final payment of $187,685.00 to Westbrook's Concrete Construction.

**ATTACHMENTS**

1. Resolution_-_Miss_Lauras_Parking_Lot_Final_Payment.pdf
2. Miss_Lauras_Parking_Lot_Invoice.pdf

*FISCAL IMPACT:* *$187,685.00*
*BUDGET INFORMATION:* *Budgeted / Miss Laura's - General Fund*

**RESOLUTION NO. _____**

**A RESOLUTION ACCEPTING THE MISS LAURA'S BROTHEL MUSEUM PARKING LOT REPLACEMENT PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO WESTBROOK'S CONCRETE CONSTRUCTION**

---

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS:**

**SECTION 1:** The Miss Laura's Brothel Museum Parking Lot Replacement Project is hereby accepted as complete.

**SECTION 2:** Final payment to Westbrook's Concrete Construction, in the amount of $187,685.00, is hereby approved.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2026.

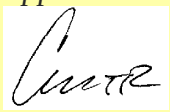
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

*Approved as to form:*



_____
*No Publication Required*

**WESTBROOK'S CONCRETE CONSTRUCTION**

Jordan Westbrook | 479-221-4812
JORDAN.WCC@OUTLOOK.COM

# Invoice

Invoice date: October 27, 2026

**Bill to:** City of Fort Smith
Fort Smith, Arkansas

**Project:** Miss Laura's Parking Lot Project
Fort Smith, Arkansas

Reference: Construction agreement based on proposal dated May 27, 2026.

| Description | Qty | Amount |
|---|---|---|
| Parking lot improvements per agreement — lump sum<br><br>Demolition and removal; grading and subgrade preparation; compacted aggregate base; approximately 15,000 SF of concrete paving; curb and gutter; concrete parking blocks; parking lot striping and ADA markings; final cleanup and demobilization. | 1 LS | $187,685.00 |

**TOTAL INVOICE $187,685.00**

**Payment terms:** Payment within thirty (30) days after receipt and approval of a proper invoice, per the agreement.

Thank you for your business.

City of Fort Smith Water Resources

# MEMORANDUM

**TO:** Jeff Dingman, City Administrator

**CC:** Maggie Rice, Deputy City Administrator

**FROM:** Lance A. McAvoy, Director of Water Resources

**DATE:** October 26, 2026

**SUBJECT:** Acceptance of Quote of Van Horn Construction for the Purchase of a Replacement Pretreatment Clarifier No. 1 Drive Mechanism for the Lee Creek Water Treatment Plant

**SUMMARY**

Lee Creek Water Treatment Plant's Pretreatment Clarifier No. 1 experienced a mechanical failure, and an inspection determined that the mechanical drive which drives the scraper arms had seized due to an internal failure. This clarifier is one of four pretreatment clarifiers at the facility. Clarifiers No. 1 and No. 2 were installed as part of the original plant design in 1992. The drive mechanism remained in service well beyond its expected service life, reflecting the benefits of ongoing maintenance.

Three contractors visited the site and submitted pricing for the removal and replacement of the failed drive mechanism. The replacement drive mechanism unit will require an estimated lead time of 16 to 18 weeks due to being built for this specific site and configuration. The drive mechanism weighs approximately two tons, requiring specialized handling and installation. Three proposals were received and are in the table below.

| Contractor | Price |
|---|---|
| Consolidated Pipe & Supply Company | $179,950.00 |
| Environmental Works, Inc. | $243,145.18 |
| Van Horn Construction | $168,076.00 |

Van Horn Construction (VHC) submitted the lowest bid of $168,076 (which includes all sales tax) to remove and replace the drive mechanism. VHC previously installed Pretreatment Clarifiers No. 3 and No. 4 during the plant expansion in 2001, providing the contractor with firsthand knowledge of the facility and its equipment.

The pretreatment clarifiers are an essential component of the water treatment process, where raw water is mixed with coagulants to facilitate the removal of suspended solids before filtration. Returning Clarifier No. 1 to service will restore the unit's availability and maintain operational flexibility. A failure of another clarifier can further reduce the plant's treatment capacity and limit the facility's ability to meet system demands.

Given the equipment failure, the specialized nature of the replacement drive mechanism, and the operational importance of the clarifier, staff recommend accepting the quote and authorizing the work to Van Horn Construction to remove and replace the drive mechanism.

Funding for this work will be provided through the approved 2026 Operating Budget for Maintenance Equipment under the Water Treatment Program (55560400 - 527200).

Please contact me should you or members of the Board have any questions or desire additional information.

**ATTACHMENTS**

1. 11-2-26_Item_ID_3210_Resolution.pdf
2. 11-2-26 Item ID 3210 Clarifier Pictures.pdf
3. 11-2-26 Item ID 3210 Quotes.pdf

| | |
|---|---|
| *FISCAL IMPACT:* | *$168,076.00* |
| *BUDGET INFORMATION:* | *Budgeted / Water Resources - 55560400-527200 (Maintenance Equipment)* |

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE QUOTE OF VAN HORN CONSTRUCTION AND AUTHORIZING THE PURCHASE OF A REPLACEMENT PRETREMENT CLARIFIER NO. 1 DRIVE MECHANISM FOR THE LEE CREEK WATER TREATMENT PLANT

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The quote of Van Horn Construction in the amount of $168,076.00 for the purchase and installation of a Pretreatment Clarifier Number 1 Drive Mechanism for the Lee Creek Water Treatment Plant, incorporated herein by reference, is hereby accepted.

SECTION 2: The City Administrator, or his designee, is hereby authorized to take all necessary actions to proceed with the procurement and installation of the equipment identified in the quote accepted by Section 1 hereof.

THIS RESOLUTION ADOPTED THIS _____DAY OF _____, 2026.

APPROVED:

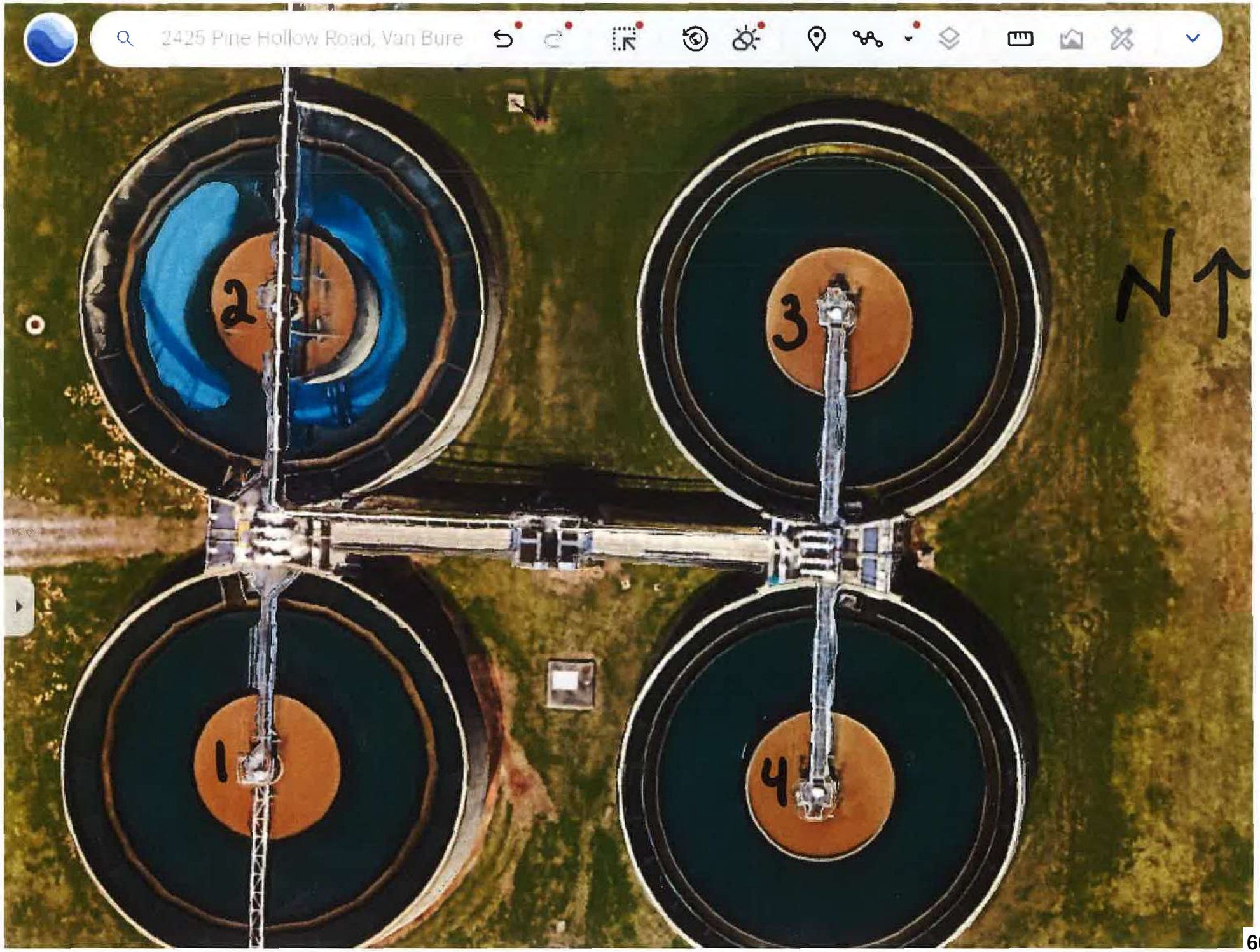
_____
Mayor

ATTEST:

_____
City Clerk

Approver as to form:

_____npr


2425 Pine Hollow Road, Van Bure
2
3
1
4
N


Clarifier 1 - Offline
608


Clarifier 1 - Offline

Clarifier 1 - Offline


Clarifier 1 - Offline
611


GearBox - Clarifier 2
612

Consolidated
PIPE & SUPPLY COMPANY, INC.

*2800 Wheeler Ave Fort Smith AR 72901*

**Customer: City Of Fort Smith**
**Lee Creek Clarifier Drive Change Out with Labor**
**Leee Creek Water Treatment Plant**
**10/13/2026**
**Quote #:**
**Prepared By: Danny.Kelley@cpspipe.com**

**Drive is 16 weeks out after ordered and install will need to be scheduled when we have a firm receive date on Unit.**

**Quote is Valid for 20 days**

| QTY | UOM | Item | Unit Price | Ext Price |
|---|---|---|---|---|
| | | ITEM #1 | | |
| | | | | |
| | | New Drive unit for clarifier labor | | |
| | | and new equipment | | |
| | | C40HT Drive Replacment for | | |
| | | Ovivo Legacy D-O- 48S1 Drive | | |
| | | | | |
| | | | Sub Total | $179,950.00 |
| | | | | |
| | | City Ordinance 50-15 | | |
| | | 5% Local Preferance | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Ta | |
| | | | Total | $ 179,950.00 |
| | | Consolidated Pipe and Supply | | |
| | | Terms and Conditions Apply | | |
| | | | | |
| | | | | |

Environmental Works, Inc.

October 13, 2026

John Guthrie
Building and Station Maintenance Program Manager
City of Fort Smith Water Resources Department
Phone: (479) 494-3926
Email: Jguthrie@fortsmithar.gov

**Subject: Lee Creek WTP Clarifier Drive Changeout Proposal**

John,

Environmental Works, Inc. (EWI) is pleased to provide this proposal to furnish and install a replacement clarifier drive at the Lee Creek Water Treatment Plant. The proposed equipment and adapter assembly are based on Ovivo Proposal Q-1141-26RR dated September 2, 2026.

## 1.0 SCOPE OF WORK

- Coordinate one planned clarifier shutdown and one field mobilization with City personnel.
- Review the manufacturer submittal and installation requirements for the replacement drive.
- Furnish one Ovivo C40HT drive to replace the existing Ovivo Legacy D-O 48S1 drive, Ovivo serial number 81953.
- Furnish the manufacturer-designed cage and column adapter steel required to connect the new C40HT drive to the existing clarifier mechanism.
- The manufacturer equipment package includes:
  - Factory-assembled, calibrated, and tested C40HT drive with torque rating matched to the existing unit.
  - Cast-iron drive housing, mild-steel cover plates, and epoxy-coated aluminum torque control unit with microswitches and actuating pin.
  - TEFC motor, reducer, sprockets, chain, and hot-dip galvanized chain guard.
  - 304 stainless steel assembly hardware, fasteners, and drive shims.
  - Manufacturer surface preparation and coating system identified in Ovivo Proposal Q-1141-26RR.
- Provide supervision, craft labor, crane or lifting equipment, rigging, hand tools, and normal consumables required for the field changeout.
- Establish the work area, complete EWI pre-task planning, and implement required fall-protection, hot-work, and rigging controls.
- Temporarily remove and stage the existing catwalk, grating, handrail, and immediately associated supports as required to access the existing drive.
- Disconnect the existing drive from the clarifier mechanism after the City has completed process isolation and electrical lockout.
- Rig, remove, and lower the existing gearbox and directly associated drive components to grade.
- Clean accessible connection surfaces and visually inspect the existing cage, column, shaft interface, and support points before installation.
- Install, level, align, shim, and secure the new cage and column adapter steel and C40HT drive in accordance with the approved manufacturer drawings and installation instructions.
- Reconnect the new drive to the existing clarifier mechanism and complete a mechanical rotation, alignment, and fastener check.

- Reinstall the existing catwalk, grating, handrail, and supports removed for access, provided the existing components remain serviceable and fit the new configuration.
- Coordinate a no-load bump test and operational check with City operations and the City-provided electrician after electrical reconnection.
- Remove EWI-generated debris and leave the immediate work area broom clean. Stage the removed drive and salvaged City equipment onsite at a City-designated location.

## 2.0 SCHEDULE AND EQUIPMENT LEAD TIME

- **Field duration:** allow ten (10) working days for the changeout, based on consecutive weekday access after the replacement equipment is onsite and the clarifier is ready for work.
- **Equipment lead time:** Ovivo estimates shipment sixteen (16) weeks after receipt and acknowledgement of an approved purchase order. The stated ship date is an estimate and is not guaranteed.
- The field schedule will be confirmed after approved submittals, manufacturer shipment confirmation, equipment receipt and inspection, and City confirmation that the clarifier can be released for the full work window.

## 3.0 COST ESTIMATE

| | | |
|---|---|---|
| **Total Project Cost** | **$ 243,145.18** | **Lump Sum** |
| **Equipment** | **27,051.15** | |
| **Labor** | **55,044.63** | |
| **Materials** | **161,049.18** | |

## 4.0 PROPOSAL CLARIFICATIONS AND EXCLUSIONS

- **Basis of proposal:** The replacement drive, adapter steel, and hardware are based on Ovivo Proposal Q-1141-26RR. Material changes to the manufacturer scope, approved submittal, or existing drive information may require a price and schedule adjustment.
- **Existing conditions:** This proposal assumes the existing cage, column, shafting, clarifier mechanism, structural supports, catwalk components, anchor points, and bearing surfaces are sound, accessible, properly aligned, and suitable for reuse. Repairs, straightening, machining, structural modification, or replacement discovered after demolition are excluded and will require written authorization.
- **City shutdown responsibilities:** The City will remove the clarifier from service, isolate the unit from process flow, drain and clean the work area, remove accumulated solids and standing water, and maintain those conditions for the duration of EWI work.
- **Electrical and controls:** The City will de-energize, disconnect, lock out, reconnect, and energize the motor, torque switches, controls, conduit, and wiring. Control panel modifications, VFDs, starters, programming, instrumentation, and new electrical materials are excluded. Existing controls are assumed compatible with the new drive.
- **Delivery and storage:** Manufacturer freight is included to an accessible point near the jobsite. The City will receive, offload, inspect, protect, and securely store the approximately 3,700-pound drive until EWI mobilizes. EWI lifting and rigging included in this proposal apply to the scheduled installation work.
- **Lubrication:** Drive lubricants are not included in the Ovivo equipment package. The City will furnish manufacturer-approved lubricants before startup unless EWI is authorized to provide them by change order.
- **Catwalk:** Scope includes one removal and one reinstallation of the existing catwalk components necessary for access. New grating, floor plate, handrail, stairs, platforms, structural steel, or alterations required by the new drive footprint are excluded unless specifically added.
- **Coatings:** The new drive and adapter steel include the manufacturer coating system. EWI includes minor touch-up of surfaces disturbed by installation. EWI will paint the new gearbox prior to installation. Repair of shipping or storage damage are excluded.

- **Removed equipment:** The existing drive and reusable components remain City property and will be staged onsite. Hauling, disposal, recycling, and hazardous-material handling are excluded.
- **Access and utilities:** The City will provide unobstructed access for personnel, crane and delivery vehicles, a stable lifting setup area, normal site water and electrical service, and any required plant escort or facility-specific orientation without charge to EWI.
- **Working hours:** Pricing assumes one mobilization and ten consecutive working days during normal weekday hours. Weekend, holiday, overtime, phased work, multiple shutdowns, remobilization, or standby caused by unavailable access, operations, electrical work, equipment, or City direction is excluded and may be billed on a time-and-material basis.
- **Confined space:** The proposal assumes the work can be performed without permit-required confined-space entry. If entry is required, the schedule and price will be revised to address entry, monitoring, rescue, and attendant requirements.
- **Startup and field service:** EWI includes mechanical installation checks and coordination of a bump test. Manufacturer field service, operator training, performance testing, process commissioning, and any process-performance guarantee are excluded unless specifically added.
- **Permits and bonds:** Permits, inspections, engineering beyond the manufacturer adapter design, performance or payment bonds, special testing, and third-party certification are excluded.
- **Taxes:** Sales, use, excise, tariff, and other governmental charges are excluded. The City shall provide a valid tax-exemption certificate or applicable charges will be added.
- **Warranty:** The Ovivo equipment warranty is one year, not to exceed eighteen months after shipment, subject to Ovivo terms and proper storage, installation, operation, and maintenance. EWI installation workmanship is warranted in accordance with EWI standard terms and conditions.
- **Quote validity:** This EWI proposal is valid for thirty (30) days. Ovivo Proposal Q-1141-26RR is valid for thirty days from September 7, 2026; therefore, manufacturer price and delivery must be revalidated if an acceptable purchase order is not received within the Ovivo validity period.
- **Delays:** Manufacturer delivery dates are estimates. EWI is not responsible for consequential damages, liquidated damages, loss of use, or schedule impacts caused by manufacturer, carrier, force-majeure, City, or other third-party delays.
- **Scope limit:** Only the items specifically identified in this proposal are included. Differing site conditions or work outside this scope will be addressed by written change order or time-and-material authorization before proceeding.

Thank you for the opportunity to provide this proposal and to earn your business. If you have questions or comments, please contact me at (417) 300-6566 or doneal@environmentalworks.com.

Sincerely,



Darrell O'Neal
Project Manager
Environmental Works, Inc.

Work will be performed in accordance with terms and conditions for environmental services (https://www.environmentalworks.com/terms-and-conditions/). Payment terms are net 30. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Time and expenses incurred, including legal fees in connection with collection of any delinquent amount, will be paid by client. A 1.5% per month service charge (18% per annum) will be added to all accounts over 30 days past due.

VAN HORN CONSTRUCTION
VHC
RUSSELLVILLE, AR

790 Tyler Road • Russellville, AR 72802
479.968.2514 • Fax: 479.968.2570

Fort Smith Water Utility's
Lee Creek Treatment Plant
2425 Pine Hollow RD
Van Buren, AR

Date 10-20-2026

RE; Gearbox Replacement

Dear Mr. Guthrie, Van Horn Construction proposes to furnish all Labor, Materials and Equipment to replace the Gear Box on your existing 100' Pretreator, the existing Ovivo Legacy D-0-48S1Gear box will be replaced with a OVIVO C40HT. please note the lead time on the New Gear Box is 16 weeks after approved submittals. The following are included in the proposal.

1. Review shop drawings and field measurements
2. Remove catwalks from drive unit
3. Shor up existing arms to remove Drive
4. Disconnect electrical from drive unit
5. Remove Drive Unit and install New Drive
6. Reinstall Catwalks and Electrical
7. Furnish Forklifts and Crane as needed
8. This proposal includes a one-year Factory Warranty
9. All sale Tax are included

**Total Proposal Amount** **$168,076.00**

Note Payment Terms, Progress payment as work is completed.

Due to the ever-changing material pricing this proposal valid for 30 days

Thanks for allowing Van Horn Construction to provide this proposal, please call if you have any questions Office# 1-479-968-2514 Cell# 1-479-857-6391

Very Truly Yours,

Van Horn Construction

*Our Success Is Building*