MAYOR
George B McGill

ACTING 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 ~ Revised

Fort Smith Board of Directors
REGULAR MEETING
August 4, 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:
https://www.fortsmithar.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 THE JULY 21, 2026 REGULAR MEETING AND JULY 30, 2026 SPECIAL 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: Residential Detached to Mixed-Use Residential at 522 and 604 North 18th Street and Residential Attached to Mixed Use Residential at 605 and 615 North 19th Street / Rezoning: Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 and 604 North 18th Street and from Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 and 615 North 19th Street) (Planning & Zoning)*

2. Ordinance amending the 2026 Budget and authorizing the appropriation of donated funds for Fire Department equipment *(Finance)*

3. Resolution authorizing the Mayor to execute Change Order No. 3 with Forsgren, Inc. for the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1 *($250,336.19 / Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax) (Engineering)* ♦ ●

4. Resolution accepting the project as complete and authorizing final payment to Forsgren, Inc. for the 2016 SSA Remedial Measures, Sub-Basin S007, Project No.17-12-C1 *($507,657.44 / Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax) (Engineering)* ♦ ●

5. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Crawford Construction Company for the 2016 SSA Remedial Measures. Sub-Basin P008, Phase II, Project No. 17-13-C2 *($7,581,600.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

6. Resolution authorizing the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2016 SSA Remedial Measures, Sub-Basin P008, Phase II, Project 17-13-EC2 *($627,800.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

7. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Steep Creek, LLC for the 2017 SSA Remedial Measures, Sub-Basin FL02, Phase I, Project No. 19-19-C1 *($2,976,486.06 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

8. Resolution authorizing the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2017 SSA Remedial Measures, Sub-Basin FL02-Phase I, Project 19-19-EC1 *($519,800.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

9. Resolution amending Resolution No. R-133-26 regarding the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12 *(Engineering)* ♦ ●

10. Resolution amending Resolution No. R-133-26 and authorizing acquisition of a sewer utility easement in connection with the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12 *($340.50 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

11. Resolution authorizing acquisition of a sewer utility easement in connection with the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12 *($219.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

12. Consent Agenda

    12A. Resolution authorizing and directing the City Administrator to initiate the process for sale of City-owned real property at 715 Rogers Avenue known as the City-owned parking garage ~ *Martin/G.Catsavis placed on future regular meeting agenda at the July 21, 2026 regular meeting ~ (City Administrator)*

12B. Resolution authorizing and directing the City Administrator to initiate the process for sale of City-owned real property at 820 Highway 71 South known as the Crain Kia Property ~ *Sale recommended at the July 28, 2026 study session ~ (City Administrator)*

12C. Resolution authorizing the Acting City Administrator to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture – Lake Fort Smith Treatment Plant Finished Water Pump Replacement *(City Administrator)*

12D. Resolution authorizing the Acting City Administrator to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture - Lee Creek Water Treatment Plant Filter Media *(City Administrator)*

12E. Resolution authorizing the Acting City Administrator to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture - Massard Water Reclamation Facility (Wastewater Treatment Plant) Biosolids Dewatering System *(City Administrator)*

12F. Resolution authorizing the Acting City Administrator to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture - 4th and I Lift Station *(City Administrator)*

12G. Resolution authorizing the Mayor to submit an application to the Community Assistance Grant Program administered by the Arkansas Economic Development Commission - Fort Smith Regional Airport *(City Administrator)*

12H. Resolution authorizing the Mayor to submit an application to the Community Assistance Grant Program administered by the Arkansas Economic Development Commission - Miss Laura's Brothel Museum *(City Administrator)*

12I. Resolution authorizing the Acting City Administrator to submit an application to the FY26 Model Cities Initiative Grant Program administered by the United States Department of Justice *(Public Safety Communications)*

12J. Resolution authorizing the Mayor to execute an architectural and engineering services agreement with MAHG Architecture, Inc. for Creekmore Park Pool Pump House Renovation *($145,520.00 / Budgeted / Parks and Recreation - 1/8% Sales and Use Tax) (Parks & Recreation)* ♦

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointment: City Administrator ~ *Good/Kemp placed on agenda at the July 30, 2026 special meeting* ~

ADJOURN

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: July 23, 2026

SUBJECT: Master Land Use Plan Amendment from Residential Detached to Mixed-Use Residential at 522 and 604 North 18th Street and from Residential Attached to Mixed Use Residential at 605 and 615 North 19th Street. Rezoning from Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 and 604 North 18th Street and from Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 and 615 North 19th Street

SUMMARY

On July 14, 2026, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications. The three sites are located on North 18th Street and North 19th Street between North E Street and North G Street. The proposed Master Land Use Plan Amendment to Mixed-Use Residential and zoning to Planned Zoning District facilitates the development of a new transitional dwelling for Harbor House at 604 North 18th Street. Approval also allows all four of the Harbor House properties within the vicinity to have consistent zoning.

A neighborhood meeting was held on June 22, 2026, on site. Ten (10) neighboring property owners attended the meeting. The neighbors had questions about the intent, timeline, and number of tenants within the proposed transitional dwelling and concerns of increased traffic.

At the Planning Commission meeting, Chasen Garrett was present to represent these applications. Ms. Robyn Fowler and Mr. John Hiller were present with concerns regarding increased traffic, parking and number of tenants.

The Planning Commission voted seven (7) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

ATTACHMENTS

1. Ordinance_605_N_19_Harbor_House (1).pdf
2. 605_N_19_Backup_New pdf.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 has held a public hearing to consider request No. 6-7-26 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 July 14, 2026, that said change be made; and,

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.

WHEREAS, the City Planning Commission has heretofore held a public hearing to consider request No. 10-7-26 to rezone certain property, and, having considered said request, recommended on July 14, 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:

SECTION 1: The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Residential Detached and Residential Attached to Mixed-Use Residential and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Lot 2 Block 72 Fitzgerald Addition, Lot 6 Block 49 Fitzgerald Addition, and Lot 13 Block 72 Fitzgerald Addition, Fort Smith, Sebastian County, Arkansas.

more commonly known as 522 North 18th Street, 604 North 18th Street, 605 North 19th Street and 615 North 19th Street.

SECTION 2: The real property described in Section 1 is hereby rezoned from Residential Multifamily Medium High Density (RM-4) and Planned Zoning District (PZD ORD #51-23) to a Planned Zoning District (PZD). The approved zoning classification is based and conditioned 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.

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

SECTION 3: It is hereby found and determined that the adoption of the 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 requires that the above amendment be effective, and the amendment is hereby made effective as of date of approval of the Ordinance.

PASSED AND APPROVED THIS_____DAY OF _____, 2026.

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
AGENDA
BLUE LION, 101 N 2nd
July 14, 2026
5:30 pm

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

Chairman McCaffrey called for a motion on the June 9, 2026, meeting minutes. Commissioner Newton moved, seconded by Jackson Mendenhall, to approve the minutes. The motion carried with no objections.

Tyler Miller, Deputy Director Planning, spoke on the procedures.

RECESS BOARD OF ZONING ADJUSTMENT CONVENE PLANNING COMMISSION

4. Master Land Use Plan Amendment #6-7-26 – A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following Master Land Use Plan amendments:

- **From Residential Detached to Mixed Use Residential at 522 North 18th Street and 604 North 18th Street**
- **From Residential Attached to Mixed Use Residential at 605 North 19th Street and 615 North 19th Street**

Chairman McCaffrey introduced items 4 and 5 as companion items. Tyler Miller delivered staff report stating that the Master Land Use Plan classifies 522 North 18th Street and 604 North 18th Street as Residential Detached and classifies 605 North 19th Street and 615 North 19th Street as Residential Attached. He stated that the amendment to the Mixed Use Residential (MUR) classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values and that the MUR classification is an appropriate classification for the requested Planned Zoning District (PZD) rezoning request. He further explained that the Master Land Use Plan Amendment and Rezoning request will facilitate the construction of a transitional dwelling with twelve bedrooms and four parking spaces and allow for all four of the Harbor House properties within the vicinity to have consistent zoning.

Neighboring property owner Robyn Fowler was present and stated that she was in support of Harbor House but had concerns about parking and on-street parking with the new development. Ms. Fowler was also concerned about the construction traffic and not being able to get in and out of the area. Chasen Garrett discussed the parking plan and confirms that it complied with the Unified Development Ordinance (UDO). Harbor House representative Kirk Duboise explained that most of the occupants at Harbor House normally do not own motor vehicles. Neighboring property owner John Hiller was present and had concerns about the required parking for the proposed development at 604 N 18th Street and the possible future plans for 522 N 18th Street. Mr. Hiller asked if it was going to become a parking lot and if the property was already utilized as a transitional dwelling. Deputy Director Tyler Miller confirms that to be classified as a transitional dwelling the house would need four total occupants. Mr. Duboise confirmed that more than three individuals currently live at 522 North 18th Street and they are trying to rectify the use. Mr. Miller stated that the land use must comply with the zoning requirements and must also comply with the State of Arkansas Fire and Building codes prior to being utilized as a transitional dwelling unit.

Commissioner Wilson asked if parking on the public R.O.W. is permitted if a no parking sign is not present. Deputy Director Miller confirmed that parking is allowed on the local streets as long as no parking signs are not present. Mr. Miller said unless there is no parking sign, you can park on the public R.O.W. and typically no parking signs are installed on streets that are too narrow.

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

Chairman McCaffrey called for a vote on item 4. The vote was seven (7) in favor, zero (0) opposed.

5. Rezoning #10-7-26 - A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following rezonings:

- **From Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 North 18th Street and 604 North 18th Street**
- **From Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 North 19th Street and 615 North 19th Street**

Commissioner David Tyler mentioned that he thought the potential problem of the over occupancy at 522 would be mitigated with the rezoning. Commissioner Tyler said the proposed development looked like a decent product that look great for the neighborhood.

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

Chairman McCaffrey called for a vote on item 5. The vote was seven (7) in favor, zero (0) opposed.

ADJOURN

The meeting adjourned at approximately 7:00 PM

Fort Smith Planning Commission

Item Number: MLUPA #6-7-26

Hearing Date: July 14, 2026

Report Prepared by:

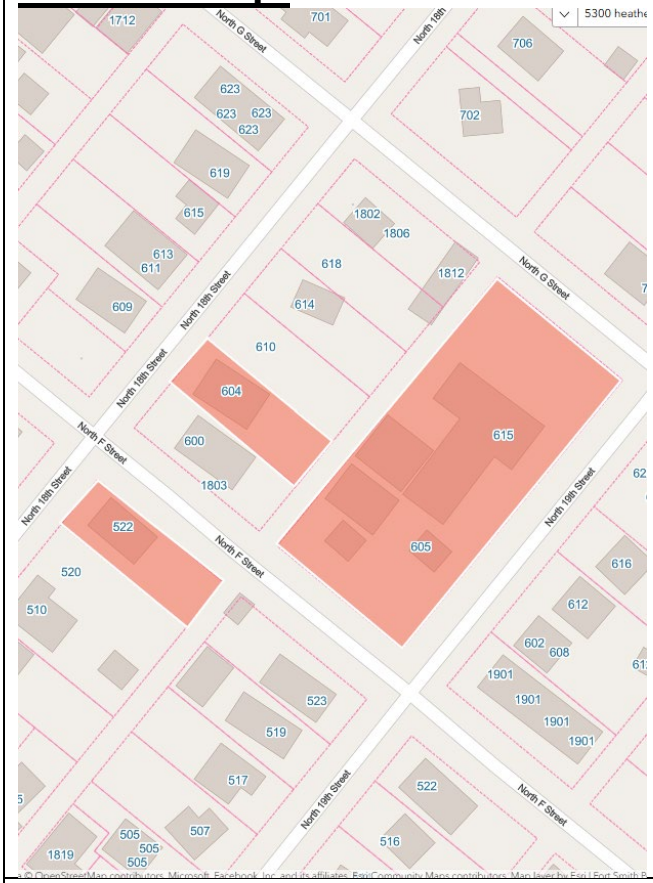
Planning Staff

Owner and Applicant Information:

Applicant: Chasen Garrett Architects

Owner: Harbor House Foundation, Inc

Location Map:



Applicant Proposal:

Address: 604 North 18th Street
522 North 18th Street
605 North 19th Street
615 North 19th Street

Present Use: Single Family Residence, Parking Lot, and Family Support Services

Summary: MLUPA request from Residential Detached and Residential Attached to Mixed-Use Residential

Total Tract Size: 1.28 Acre

Location: 522 and 604 North 18th Street is located on the south side of 18th Street between North G Street and North E Street, and 605 & 615 North 19th Street are located on the north side of North 19th Street between North F Street and North G Street

Existing Zoning:

RM-4 & PZD ORD #51-23

Master Land Use Plan:

Residential Detached & Residential Attached

Staff Recommendation:

Approval subject to the approval of rezoning request.

Master Land Use Plan Amendment

Memo

To: City Planning Commission

From: Planning Staff

Date: July 14, 2026

Re: Master Land Use Plan Amendment #6-7-26 – A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following Master Land Use Plan amendments:

- From Residential Detached to Mixed Use Residential at 522 North 18th Street and 604 North 18th Street
- From Residential Attached to Mixed Use Residential at 605 North 19th Street and 615 North 19th Street

The Planning Department is in receipt of an application from Chasen Garrett Architects, agent for Harbor House Foundation, Inc. to amend the Master Land Use Plan Map from Residential Detached to Mixed Use Residential at 522 North 18th Street and 604 North 18th Street and from Residential Attached to Mixed Use Residential at 605 North 19th Street and 615 North 19th Street. The property at 604 North 18th Street is located between North F Street and North G Street and the property at 522 North 18th Street is located between North E Street and North F Street with both lots containing 0.16 acres and 50 feet of frontage. The properties at 605 & 615 North 19th Street are located between North F Street and North G Street and contains an area of 0.97 acres with 300 feet of street frontage along North 19th Street, 140 feet of street frontage along North F Street and 140 feet of street frontage along North G Street.

The property is currently zoned Residential Multifamily High Density (RM-4) and Planned Zoning District (PZD Ord #51-23). A companion zoning application requests a Planned Zoning District (PZD). 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, South, East and West	Single family residences, duplexes, and multifamily development. Multi-Family residence	Residential Detached and Residential Attached

PROPOSED MASTER LAND USE PLAN

The proposed Master Land Use 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	**No**
• 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 classifies 522 North 18th Street and 604 North 18th Street as Residential Detached and this classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.

The Master Land Use Plan classifies 605 North 19th Street and 615 North 19th Street as Residential Attached. This classification intended to provide for diverse populations and households, by supporting variety and options in living environments, and housing, while protecting and improving property values.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies North 18th Street, North 19th Street, North F Street and North G Street as local roads.

NEIGHBORHOOD MEETING

A neighborhood meeting was held on June 22nd, 2026, at 5:00 PM on site. Ten (10) neighboring property owners attended the meeting with questions about the intent and timeline of development, the number of tenants that will live in the new transitional dwelling. Two of the neighbors openly supported the development. The other neighbors did not express direct opposition. A copy of the neighborhood meeting minutes is enclosed.

STAFF COMMENTS

The applicant is requesting a Master Land Use Plan amendment to facilitate a rezoning request to a Planned Zoning District (PZD). Approval of the Master Land Use Plan Amendment and accompanying rezoning application will facilitate the construction of a transitional dwelling. The Mixed-Use-Residential classification is appropriate for the requested Planned Zoning District (PZD) zoning district.

STAFF RECOMMENDATIONS

Staff recommends approval subject to approval of the companion rezoning application.

Application Summary

Application Type

- **Master Land Use Plan Amendment**
- **Planned Zoning District**

Site Location

- Address:522 N 18TH ST, FORT SMITH, AR 72901; 605 N 19TH ST, FORT SMITH, AR 72901; 615 N 19TH ST, FORT SMITH, AR 72901; 604 N 18TH ST, FORT SMITH, AR 72901;
- Legal Description:LOT 13 BLK 72
- Parcel:12763-0002-00072-00; 12763-0006-00049-00; 12763-0013-00072-00;
- Site Area (acres):0.16
- Current Zoning:Residential Multifamily High Density (RM-4)
- Requested Zoning (if applicable):Planned Zoning District (PZD)

Applicant

- Name:HARBOR HOUSE, NCORPORATED OF FORT SMITH , ARK
- Address:P O BOX 4207,FORT SMITH, AR 72914--
- Phone:
- Email:

Agent

- Name:CHASEN B. GARRETT ARCHITECTS, PLLC
- Address:PO Box 8336,FORT SMITH, AR 72902--8336
- Phone:(479) 652-0175
- Email: [redacted]

Details

604 N 18th Street - New 2 story group home for Harbor House Foundation and existing lot at 522 N 18th Street to be rezoned from RM-4 and be incorporated with an existing PZD (Ordinance No. 51-23).

City of Fort Smith Planning & Zoning

MASTER LAND USE PLAN SUPPLEMENTAL QUESTIONNAIRE

Surrounding Property Current Land Use:

North	Single Family Detached
South	Substance Abuse Treatment Facility
East	Single Family Detached
West	Single Family Detached

Current MLUP Classification: Residential Detached

Requested MLUP Classification: Mixed-Use Residential

Existing MLUP Classification:

North	Residential Detached
South	Residential Attached
East	Residential Detached
West	Residential Detached

Existing Zoning Classification:

North	RM-4
South	PZD
East	RM-4
West	RM-4

MLUP Supplemental Questionnaire

For a Minor, Standard or Major Master Land Use Plan Amendment, please attach the following information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

1. A legal description of the subject property that is to be amended (reclassified).

2. A map of the property which includes the scaled distance, legal description, and general vicinity map inset showing the property's location.

3. The area dimensions of the property in square feet or acres.

4. Describe existing road conditions and new roads to be included in the development and the effect of the proposed development on existing roads and traffic conditions:

   Existing roads to remain unaffected. No new roads are planned to be added. Parking is being added off the alley at 604 N 18th Street.

5. Describe the existing public utility services and infrastructure (such as water, sewer, fire/police) which are available to the property and the source/method of providing additional utilities and infrastructure to the property if necessary:

   There is an existing 6" water main serving both properties along N 18th Street. There is an existing 8" sewer main located in the alley behind both properties. There is no current plan to provide additional utilities and infrastructure.

6. Provide a statement of the proposed build-out density and maximum potential build-out density (units per acre) permitted by the proposed land use classification:

   2.34 units per acre.

7. Identify any known or anticipated environmental concerns:

No known or anticipated environmental concerns.

For a Standard or Major Master Land Use Plan Amendment only, please attach the following additional information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

8. An analysis of the impact of the amendment on surrounding properties and plans in terms of:

   a. Describe potential changes to development patterns in terms of local and regional impacts:

N/A

   b. Describe the consistency in zoning between existing and planned uses:

N/A

c. Provide explanation of the need for and demand in the proposed uses:

N/A

9. Provide an analysis of the long term development plan for the area (10-20 years) which incorporates a review of the land use, transportation, and infrastructure impact to both the City of Fort Smith and the property owner:

N/A

Authorization of Agent

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 conditional use 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.	Carl G. Norris CEO	Carl G. Norris CEO
2.		Harbor House, Inc
3.		
4.		
5.		
6.		
7.		
8.		
9.		

APPLICATION AUTHORIZATION: Property Owner must sign below regardless of Agent representation.

Carl G. Norris CEO Harbor House, Inc

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	604 N 18th St
Meeting Time & Date	5:00 PM June 22nd, 2026
Meeting Purpose	Rezoning + MLUP

Name	Address	Phone	Email
Alex Sharum	6601 Southfield Dr FSM	479 461 6241	asharum01@gmail.com
Michael Kincaid	501 N 18th St FSAR	918 708 4134	mkincaidfsar@gmail.com
Melissa Harris	701 N 18th St	4796505743	melissaharrisjr@att.net
Prelo Harris Jr	same	—	—
Jason Hermann	504 N 19th St	775-250-4996	lithosphere.mineral@gmail
GESCA ARANDA	504 N 19TH ST	7754003195	gescas@aol.com
DAVID CONDRO	501 North 19th	4799783-8033	
Paul Condro	501 North 19th	479783-8033	
Cheryl Walz	518 N. 20TH	—	tacwalz@yahoo.com
JANE MILLER	523 N. 20th	—	—
Sara Rahmani	623 Garrison Ave	—	—
Raquel Duran	1717 N 1st	(479) 420-1663	raquelc@gmail.com
Chase Garrett	1212 Kensington Way	4796520175	chase@bgarcetants.com

CHASEN GARRETT
ARCHITECTS

Project Name: Harbor House Transitional Housing

Project Address: 522 N 18th Street, 604 North 18th Street, and 615 N 19th Street Fort Smith, Arkansas

Subject: Meeting Minutes for Neighborhood Meeting to discuss Rezoning & MLUP

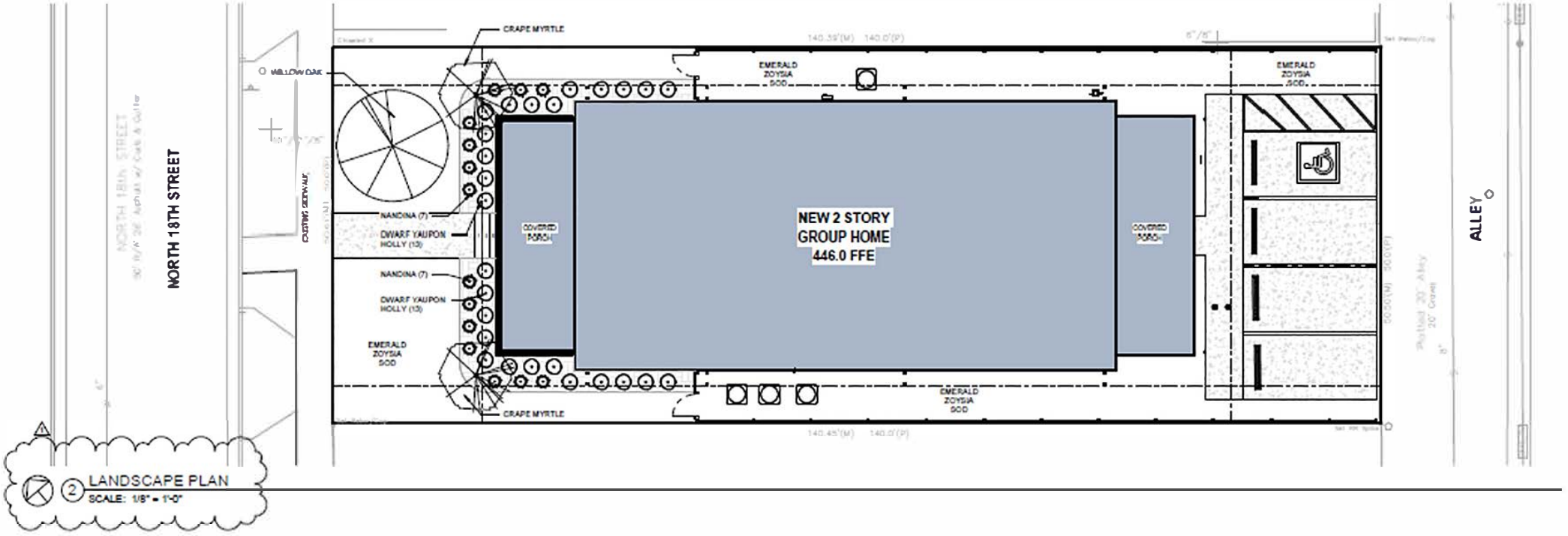
Date: June 22nd, 2026, 5:00PM – 5:45PM

Meeting Location: 604 North 18th Street, Fort Smith, Arkansas

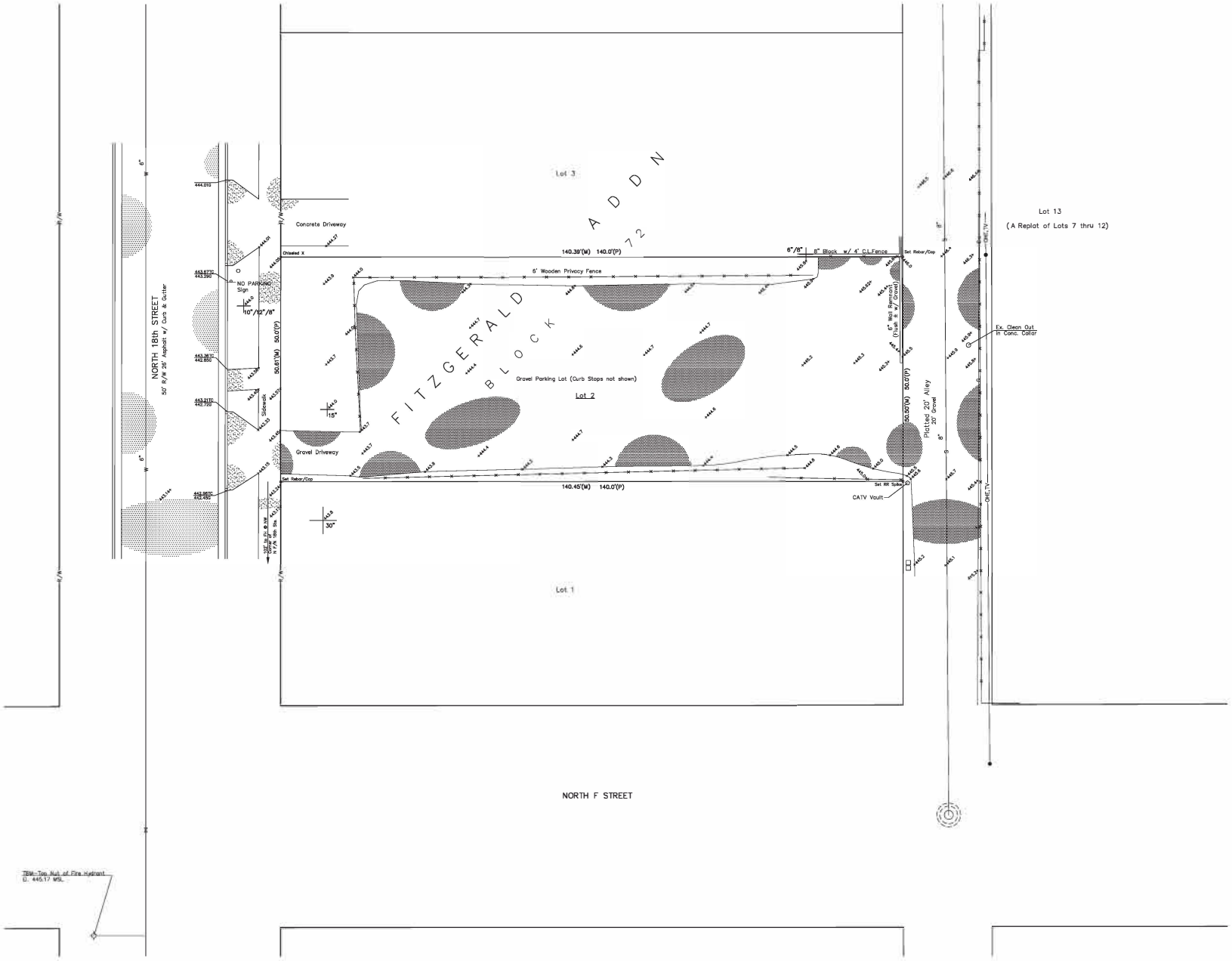
1. **Attendees:**
   - Alex Sharum
   - Michael Kincaid
   - Melissa Harris
   - Prelo Harris Jr
   - Jason Herrmann
   - Gesca Aranas
   - David Condino
   - Paul Condino
   - Cheryl Walz
   - Jane Miller
   - Sara Rahmani
   - Raquel Duran
   - Chasen Garrett
   - Carl Norris

2. **Meeting Notes:**

   - Attendees were presented with the development plan, including the rationale for the rezoning and MLUP amendment. It was explained that the Owner was proposing to create a new PZD that included the properties on 522 N 18th Street, 604 N 18th Street, and 615 N 19th Street. Drawings and renderings of the new transitional home being proposed at 604 N 18th Street were provided for the attendees. Mr. Carl Norris, CEO of Harbor House, spoke about the goal and mission of Harbor House along with the plans for development of 604 N 18th Street. There were questions from a few attendees ranging from property values to land use. In general, the attendees (neighbors) appeared to be receptive to the development and rezoning.



2 LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"



1" = 10'

0 5 10 20

LEGEND

- Fire Hydrant
- Gas Meter
- Utility Pedestal
- Manhole
- Power Pole
- Sign
- Water Meter
- Water Valve
- Tree
- Guydown
- 450.00 Ex. Elevation

TC Top of Curb El.
G Gutter El.

G Gas Line
OHE Overhead Utility Line
S Sewer Line
W Water Line

LEGAL DESCRIPTION:

Lot 2, Block 72, Fitzgerald Addition
Fort Smith, Sebastian County, Arkansas

NOTES:

1. This property does not fall within the 100-year floodplain.
2. Utilities were located by visual observation, City of Fort Smith Water and Sewer Atlases and remaining One-Call markings. There are indications of Fiber Optic and Telecommunications within the entire length of shown alley.
3. (M) Indicates Measured Distance
   (P) Indicates Platted Distance
4. TBM-Top Nut of Fire Hydrant at corner of North 18th and North F Streets-El. 445.17 per City of Fort Smith Construction Drawings.

REGISTERED STATE OF ARKANSAS NO. 1185 PHILIP J. LERARIS PROFESSIONAL LAND SURVEYOR

PROPERTY & TOPOGRAPHIC SURVEY

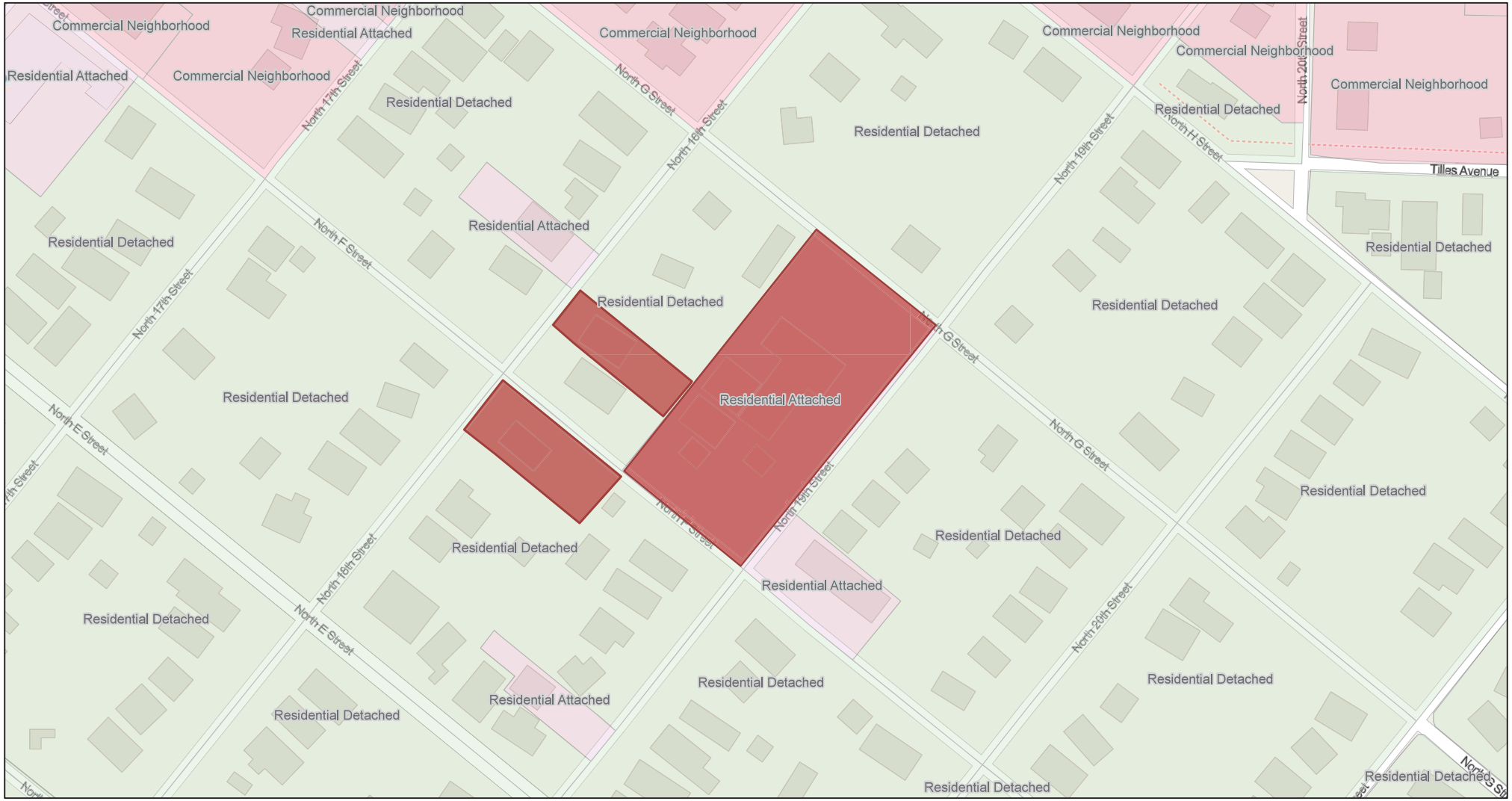
Lots 2, Block 72, Fitzgerald Addition
604 N 19th Street
Fort Smith, Arkansas
For: Harbor House Foundation

APPROVED:	H. SCALE 1" = 10'	DRAWN BY
DATE: 04/22/26	V. SCALE	REVISED

Philip J. Leraris, P.E., L.S.
consulting engineer
land surveyor
p.o. box 11123
fort smith, ar 72917
(479) 221-7506

DRAWING NUMBER 158-758

Master Land Use Plan Amendment #6-7-26 – A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following Master Land Use Plan amendments: • From Residential Detached to Mixed Use Residential at 522 North 18th Street and 604 North 18th Street • From Residential Attached to Mixed Use Residential at 605 North 19th Street and 615 North 19th Street



6/24/2026, 10:58:37 AM

1:1,592

Land Use

- Public/Institutional
- Residential Attached
- Residential Detached
- Commercial Neighborhood

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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Fort Smith Planning Commission

Item Number: PZD #10-7-26

Hearing Date: July 14, 2026

Report Prepared by:

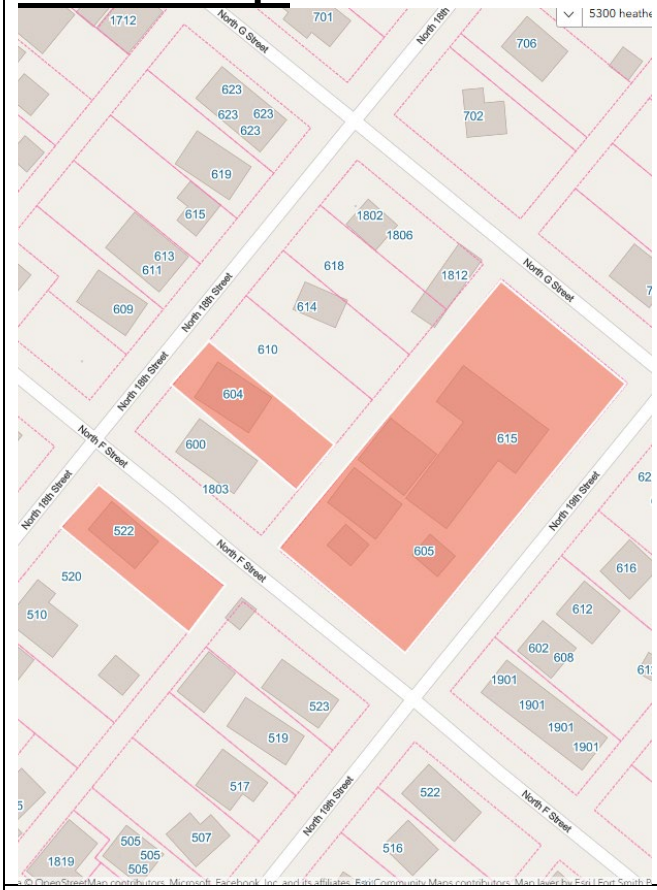
Planning Staff

Owner and Applicant Information:

Applicant: Chasen Garrett Architects

Owner: Harbor House Foundation, Inc

Location Map:



Applicant Proposal:

Address: 604 North 18th Street
522 North 18th Street
605 North 19th Street
615 North 19th Street

Present Use: Single Family Residence, Parking Lot, and Family Support Services

Summary: Rezoning request from (RM-4) to a PZD at 604 North 18th St and 522 North 18th St and rezoning from (PZD ORD# 51-23) to a Planned Zoning District (PZD)

Total Tract Size: 1.28 Acre

Location: 522 and 604 North 18th Street is located on the south side of 18th Street between North G Street and North E Street, and 605 & 615 North 19th Street are located on the north side of North 19th Street between North F Street and North G Street

Existing Zoning:

RM-4 & PZD ORD #51-23

Master Land Use Plan:

Residential Detached & Residential Attached

Rezoning - PZD

Memo

To: City Planning Commission

From: Planning Staff

Date: July 14, 2026

Re: Rezoning #10-7-26 - A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following rezonings:

- From Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 North 18th Street and 604 North 18th Street
- From Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 North 19th Street and 615 North 19th Street

PROPOSED ZONING

Approval of the rezoning facilitates the development of a transitional dwelling for Harbor House at 604 N 18th Street. Approval also allows all four of the Harbor House properties within the vicinity to have consistent zoning.

LOT LOCATION AND SIZE

The property at 604 North 18th Street is located between North F Street and North G Street and the property at 522 North 18th Street is located between North E Street and North F Street with both lots containing 0.16 acres and 50 feet of frontage. The properties at 605 & 615 North 19th Street are located between North F Street and North G Street and contains an area of 0.97 acres with 300 feet of street frontage along North 19th Street, 140 feet of street frontage along North F Street and 140 feet of street frontage along North G Street.

REQUESTED ZONING

The applicant has requested a Planned Zoning District. 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.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies North 18th Street, North 19th Street, North F Street and North G Street as local roads.

PROPOSED MASTER LAND USE PLAN

The proposed Master Land Use 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.

CURRENT MASTER LAND USE PLAN

The Master Land Use Plan classifies 522 North 18th Street and 604 North 18th Street as Residential Detached and this classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.

The Master Land Use Plan classifies 605 North 19th Street and 615 North 19th Street as Residential Attached. This classification intended to provide for diverse populations and households, by supporting variety and options in living environments, and housing, while protecting and improving property values.

EXISTING ZONING

The existing zoning on this tract is PZD ORD# 51-23 and Residential Multifamily High Density (RM-4).

Characteristics of the RM-4 zone are as follows:

Purpose:

To provide high density attached homes, including multi-story residential buildings in those areas where such building types already exist, or where such buildings would be consistent with an area's established development pattern and character. The RM-4 zoning district is appropriate in urban areas in the Residential Attached, Mixed Use Residential, Mixed Use Employment, Commercial Neighborhood, and General Commercial categories of the Master Land Use Plan.

Permitted Uses:

Single-family, duplex dwellings, multifamily (apartment and condominiums), community residential facility, family and neighborhood group homes and retirement housing are examples of permitted uses.

Conditional Uses:

Assisted living, bed and breakfast inn, dormitory, sorority, fraternity, rooming or boarding house, commercial communication towers, amateur radio transmitting towers, community recreation center, golf course, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery schools, police and fire stations, daycare homes, senior citizen center, churches and rectory, convent, monastery are examples of uses permitted as conditional uses.

Area and Bulk Regulations for the RM-4, Existing PZD, and Proposed PZD:

	Residential Multifamily High Density - RM-4	Existing Harbor House PZD Ord 51-23	Proposed PZD
Min. Lot Size	30 DU per acre/ 5,000 s.f.	30 DU per acre/ 5,000 s.f.	30 DU per acre/ 5,000 s.f..
Min. Lot Width at BSL	50’	50’	50’
Max. Lot Coverage	70%	90%	90%
Minimum Street Frontage	20’	20’	20’
Maximum Height	40’	40’	40’
Additional Height	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D
Front Setback	20’	20’	20’
Side Setback	5’	5’	5’
Street Side Setback	15’	15’	15’
Side/Rear (Adjacent to RS District or RS Development)	40’	4’ (for existing structures only) 20’ for New Construction	4’ (for existing structures only) 20’ for New Construction
Rear Setback	5’	4’ (for existing structures only) 5’ New Construction	4’ (for existing structures only) 5’ New Construction
Minimum Bldg. Separation	10’	10’	10’

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? **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. T**he City of Fort Smith Engineering Department is not requiring a traffic study.**

I. Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high quality materials, etc.) **YES. The PZD booklet states that it will exceed the UDO by requiring 100% high-quality materials on all facades for new construction and signage shall be limited to monument and façade style signage only on the principal campus at 605 and 619 North 19th Street. No signage will be permitted on any other property within the PZD.**

SITE DESIGN FEATURES

Ingress/egress/traffic circulation – The properties at 605 and 615 North 19th Street will utilize the two existing driveways with access from North F Street and North 19th Street. The property at 522 North 18th Street will utilize the existing driveway from North 18th Street. The property at 604 North 18th Street will utilize the proposed rear driveway accessed from the alley

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

Drainage – The project booklet states compliance with the 2011 Storm Drainage Standards.

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

Screening – All future development will comply with the screening requirements set forth in Section 27-602 of the UDO.

Parking – The project booklet proposes four new parking spaces that will be accessed from the alley for 604 North 18th Street and complies with the UDO parking requirements.

S**ignage –** The PZD will comply with Section 27-704-2 of the UDO permitted signs in transitional zones but will only allow monument style signage for free standing signs. Signage shall be limited to monument and façade style signage only for the principal campus at 605 and 619 North 19th Street. No signage will be permitted on any other properties within the PZD.

Sidewalks – All locations within the PZD booklet have existing sidewalks.

Architectural Design – The PZD states that it will exceed UDO by requiring 100% high-quality materials on all facades for future construction.

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 June 22nd, 2026, at 5:00 PM on site. Ten (10) neighboring property owners attended the meeting with questions about the intent and timeline of development, the number of tenants that will live in the new transitional dwelling. Two of the neighbors openly supported the development. The other neighbors did not express direct opposition. A copy of the neighborhood meeting minutes is enclosed.

STAFF COMMENTS

The Board of Directors passed Ordinance 51-23 on June 20, 2023, rezoning the properties at 605 and 615 North 19th Street from RM-4 to a PZD and allowing for their existing use as substance abuse treatment facility to be permitted by right. The requested PZD includes two properties located on North 18th Street to be incorporated into the same PZD as the main campus for Harbor House and will permit the same land uses allowing for an expansion of services. Approval also amends the original PZD and allow for the land use of family support services to be a permitted land use within the PZD booklet.

STAFF RECOMMENDATIONS

Staff recommends approval.

Application Summary

Application Type

- **Master Land Use Plan Amendment**
- **Planned Zoning District**

Site Location

- Address:522 N 18TH ST, FORT SMITH, AR 72901; 605 N 19TH ST, FORT SMITH, AR 72901; 615 N 19TH ST, FORT SMITH, AR 72901; 604 N 18TH ST, FORT SMITH, AR 72901;
- Legal Description:LOT 13 BLK 72
- Parcel:12763-0002-00072-00; 12763-0006-00049-00; 12763-0013-00072-00;
- Site Area (acres):0.16
- Current Zoning:Residential Multifamily High Density (RM-4)
- Requested Zoning (if applicable):Planned Zoning District (PZD)

Applicant

- Name:HARBOR HOUSE, NCORPORATED OF FORT SMITH , ARK
- Address:P O BOX 4207,FORT SMITH, AR 72914--
- Phone:
- Email:

Agent

- Name:CHASEN B. GARRETT ARCHITECTS, PLLC
- Address:PO Box 8336,FORT SMITH, AR 72902--8336
- Phone:(479) 652-0175
- Email: [redacted]

Details

604 N 18th Street - New 2 story group home for Harbor House Foundation and existing lot at 522 N 18th Street to be rezoned from RM-4 and be incorporated with an existing PZD (Ordinance No. 51-23).

The City of Fort Smith ARKANSAS

PLANNING DEPARTMENT

Authorization of Agent

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 conditional use 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.	Carl G. Norris CEO	Carl G. Norris CEO
2.		Harbor House, Inc
3.		
4.		
5.		
6.		
7.		
8.		
9.		

APPLICATION AUTHORIZATION: Property Owner must sign below regardless of Agent representation.

Carl G. Norris CEO Harbor House, Inc

CHASEN GARRETT
ARCHITECTS

Project Name: Harbor House Transitional Housing

Project Address: 522 N 18th Street, 604 North 18th Street, and 615 N 19th Street Fort Smith, Arkansas

Subject: Meeting Minutes for Neighborhood Meeting to discuss Rezoning & MLUP

Date: June 22nd, 2026, 5:00PM – 5:45PM

Meeting Location: 604 North 18th Street, Fort Smith, Arkansas

1. **Attendees:**
   - Alex Sharum
   - Michael Kincaid
   - Melissa Harris
   - Prelo Harris Jr
   - Jason Herrmann
   - Gesca Aranas
   - David Condino
   - Paul Condino
   - Cheryl Walz
   - Jane Miller
   - Sara Rahmani
   - Raquel Duran
   - Chasen Garrett
   - Carl Norris

2. **Meeting Notes:**

   - Attendees were presented with the development plan, including the rationale for the rezoning and MLUP amendment. It was explained that the Owner was proposing to create a new PZD that included the properties on 522 N 18th Street, 604 N 18th Street, and 615 N 19th Street. Drawings and renderings of the new transitional home being proposed at 604 N 18th Street were provided for the attendees. Mr. Carl Norris, CEO of Harbor House, spoke about the goal and mission of Harbor House along with the plans for development of 604 N 18th Street. There were questions from a few attendees ranging from property values to land use. In general, the attendees (neighbors) appeared to be receptive to the development and rezoning.

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	604 N 18th St
Meeting Time & Date	5:00 PM June 22nd, 2026
Meeting Purpose	Rezoning + MLUP

Name	Address	Phone	Email
Alex Sharum	6601 Southfield Dr FSM	479 461 6241	asharum01@gmail.com
Michael Kincaid	501 N 18th St FS AR	918 708 4134	mkincaidfsm@gmail.com
Melissa Harris	701 N 18th St	4796505743	melissaharrisjr@att.net
Prelo Harris Jr	same	—	—
Jason Hergenrader	504 N 19th St	775-250-4996	11thsphere.mineral@gmail
GESCA ARANDA	504 N 19TH ST	7754003195	gescas@aol.com
DAVID CONDRO	501 North 19th	4799783-8033	
Paul Condro	501 North 19th	479783-8033	
Cheryl Walz	518 N. 20TH	—	tacwalz@yahoo.com
JANE MILLER	523 N. 20th	—	—
Sara Rahmani	623 Garrison Ave	—	—
Raquel Duran	1717 N 1st	(479) 420-1663	raquelc@gmail.com
Chase Garrett	1212 Kensington Way	4796520175	chase@bgarcettants.com

Harbor House Incorporated

Planned Zoning District (PZD) Booklet

605 & 615 North 19th Street, Fort Smith, AR 72901

522 North 18th Street, Fort Smith, AR 72901

604 North 18th Street , Fort Smith, AR 72901

Current Zoning:

- 522 and 604 North 18th Street -Residential Multifamily High Density (RM-4)
- 605 and 615 North 19th Street Planned Zoning District (PZD) Ord 51-23

Requested Zoning: Planned Zoning District (PZD)

Current Master Land Use Designation:

- 522 and 604 North 18th Street - Residential Detached
- 605 and 615 North 19th Street- Residential Attached

Requested Master Land Use Designation: Mixed Use Residential

Owner: Harbor House Foundation Inc
Authorized Agent: Chasen Garrett Architects

Date: June 17, 2026

HARBOR HOUSE INC

Planned Zoning District Certification Statement

Chasen Garrett Architects, agent, for Harbor House Foundation Inc hereby certifies that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District (PZD) regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance.

I hereby agree to the terms and conditions within the Project Booklet, and I therefore request the City of Fort Smith to approve the rezoning.

Signature Carl A. Morris CEO 7-1-26

Date

Signature 07/01/2026

Date

Planned Zoning District (PZD) Booklet
Harbor House Incorporated

1) **A pre-application conference is required pursuant to Section 27-302.**
The pre-application conference was held on Wednesday, April 15, 2026, with the City of Fort Smith Planning Department.

2) **Application Fee.**
The application fees for the rezoning and Master Land Use Plan amendment for the amount of $450.00 has been paid by the owner.

3) **A project booklet, submitted graphically and in narrative form, addressing as many items as applicable. In no instance shall the design requirements and development standards be less than those found in Chapters 27-200, 27-500, 27-600, and 27-700.**
A signed certification statement has been provided.

3a. Reason (need) for requesting the zoning change and response to how the proposal fulfills the intent/purpose of the Planned Zoning District.
The owners are proposing to construct a new 5,323 s.f. transitional dwelling for Harbor House at 604 North 18th Street which is currently zoned RM-4. The transitional dwelling land use is not permitted within the RM-4 zoning district. The new PZD allows a transitional dwelling as permitted by right within the PZD. Harbor House is also requesting to rezone an existing property at 522 North 18th Street to allow for future development of the land uses listed within the PZD Land Use Chart. Additionally, they propose to rezone the existing properties at 615 North 19th Street and 605 North 19th Street to maintain a uniform and consistent zone for all of the Harbor House properties within the immediate vicinity.

3b. Current ownership information (landowner/applicant and representative of applicable) and any proposed or pending property sales.
Harbor House, Inc.
Phone: 479-785-4083
Address: 615 North 19th Street, Fort Smith, AR 72901
There are no pending or proposed property sales at this time.

3c. Comprehensive description of the scope, nature, and intent of the proposal.
Harbor House is proposing to construct a new 5,323 s.f. two-story transitional dwelling that will have the same aesthetics to blend within the surrounding neighborhood. Harbor House has no immediate plans for the other properties at this time.

3d. General project concept:

i. Street and Lot Layout

The property at 604 North 18th Street is located between North F Street and North G Street with 50' of street frontage and is 0.16 acres. The property at 522 North 18th Street is located between North E Street and North F Street with 50 feet of street frontage. and is 0.16 acres. The property at 605 and 615 has 302 feet of street frontage along North 19th Street, 140 feet of street frontage on North F Street and 140 feet of street frontage on North G Street and is 0.97 acres.

ii. **Site plan showing proposed improvements**

See Exhibit for 604 North 18th Street. The properties at 522 North 18th Street, and 605 & 615 North 19th Street do not propose any current development 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

No new storm drainage or detention basins are required at this time. All drainage and stormwater improvements will comply with the City of Fort Smith 2011 Storm Drainage standards.

v. Undisturbed natural areas.

No undisturbed natural areas are proposed.

vi. Existing and proposed utility connections and extensions

No new water or sewer taps are proposed. An existing eight-inch sewer line is located in the alley between the properties, and an existing six-inch cast-iron water line is located at the front of each property on North 18th Street and North 19th Street.

vii. Development and architectural design standards

All development will exceed Section 27-602-4 C&D of the UDO by requiring 100% high-quality materials on all facades. Lighting shall comply with UDO Section 27-602-5.

viii. Building Elevations

The new Transitional Dwelling as shown on the Exhibit will be constructed with 100% high quality materials consisting of fiber cement lap siding and brick.

ix. Proposed signage (type and size)

Signage shall be limited to monument and façade style signage for the main campus at 605 and 619 North 19th Street. No other signage shall be permitted elsewhere on their properties within the PZD.

3e. Proposed development phasing and time frame

The applicant proposes that 604 North 18th Street construction will begin after the required permits are obtained and will take approximately nine months. The project completion date is expected to be in the summer of 2027. No new development is currently planned for the properties at 522 North 18th Street, 605 North 19th Street or 615 North 19th Street.

3f. Identify land use designations.

See attached Land Use Matrix for the PZD.

3g. Identify area and bulk regulations.

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.)

	Residential Multifamily High Density - RM-4	Existing Harbor House PZD Ord 51-23	Proposed PZD
Min. Lot Size	30 DU per acre/ 5,000 s.f.	30 DU per acre/ 5,000 s.f.	30 DU per acre/ 5,000 s.f..
Min. Lot Width at BSL	50’	50’	50’
Max. Lot Coverage	70%	90%	90%
Minimum Street Frontage	20’	20’	20’
Maximum Height	40’	40’	40’
Additional Height	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D
Front Setback	20’	20’	20’
Side Setback	5’	5’	5’
Street Side Setback	15’	15’	15’
Side/Rear (Adjacent to RS District or RS Development)	40’	4’ (for existing structures only) 20’ for New Construction	4’ (for existing structures only) 20’ for New Construction
Rear Setback	5’	4’ (for existing structures only) 5’ New Construction	4’ (for existing structures only) 5’ New Construction
Minimum Bldg. Separation	10’	10’	10’

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

See attached Land Use Matrix for the PZD.

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

The proposed PZD exceeds the design guidelines of the UDO by the following:

- All future development requires 100% high-quality materials on all facades.
- Signage shall be limited to monument and façade style signage only for the main campus at 605 and 619 North 19th Street. No signage will be permitted elsewhere on any other properties within the PZD.

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

The Harbor House property will be developed in a manner that maintains compatibility with surrounding residential properties, ensuring consistency in land use and reinforcing a cohesive relationship with the existing neighborhood context.

3l. A traffic study when required by the Engineering Department

The Engineering Department does not require a traffic study for this rezoning.

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

The site has existing water and sewer taps. An existing eight-inch sewer line is located in the alley between the properties, and an existing six-inch cast-iron water line is located at the front of each property on North 18th Street and North 19th Street.

	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	Existing PZD	New 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
Structure: Detached		P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P		P										P	P
Structure: Duplex		P									P	P	P	P	P	P	P	P		P										P	P
Structure: Guest house		P	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A		A										P	P
Structure: Manufactured home																	P														
Structure: Mobile home park																	C														
Structure: Mobile home subdivision																	C														
Structure: Row house		P								P							P													P	
Structure: Zero lot line dwelling unit		P								P							P													P	
Multifamily development		P												P	P	P	P	C				P	P	P	P	P				P	P
Community residential facility		P													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										P	P
Group home, neighborhood														P	P	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				P	P
Transitional dwelling																	P													P	P
Housing for the Elderly																															
Assisted living		P												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	P
Hotels, Motels, or other Accommodations																															
Bed and breakfast inn		P												C	C	C	C	C		C	C	P	P	P	P	P				P	P
Dormitory, sorority, fraternity		P												C	C	C	C					C	C	C	C	C				P	P
Hotel/motel		P																						P	P	P					
Rooming or boarding house														C	C	C	C					P	P	P	P	C				P	P
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		
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		
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				
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		

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	Existing PZD	New 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		
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				
Clothing and personal items (repair)	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				
Electronics and appliances (new)	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				
Furniture or home furnishings (new)	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				
Hardware store (neighborhood)	P																				P				P	P				
Home improvement center	P																						P	P		P				
Lawn and garden supplies	P																				C	P	P	P	P	P				
Locksmith	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						
Swimming pool sales and supply store (w/o storage yard)	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				
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	P				
Bookstore	P																P			P	P	P	P	P	P	P				
Bridal shop	P																P		P	P	P	P	P	P	P	P				
Cameras, photographic supplies and services	P																P			P	P	P	P	P	P	P				
Clothing, jewelry, luggage, shoes, accessories	P																C			P	P	P	P	P	P	P				
Gift shop	P																P			P	P	P	P	P	P	P				
Sewing machine store (sales & service)	P																				P	P	P	P	P	P				
Sporting goods, toys, & musical instruments	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				
Art dealers, art studio, galleries, supplies	P																P			C	P	P	P	P	P	P				
Arts and craft shop	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				

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	Existing PZD	New 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		
Hobby shop	P																P			P	P	P	P	P	P	P				
Office supply store	P																					P	P	P	P	P				
Pawnshop																								P		P				
Pawnshop (no outside storage)																						P	P	P	P	P				
Tobacco shop	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				
Beer, wine and liquor store (with drive-through)	P																				C	P	P	P	P	P				
Beer, wine and liquor store (without drive-through)	P																				P	P	P	P	P	P				
Convenience store (with gasoline sales)	P																				C	P	P	P	P	P				
Farmer's market	P																				P	P	P	P	P	P				
Fruit and vegetable store	P																P			C	P	P	P	P	P	P				
Grocery store or supermarket	P																P			P	P	P	P	P	P	P				
Neighborhood store	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				
Medical appliance services	P																				P	P	P	P	P	P				
Optical shop	P																			P	P	P	P	P	P	P				
Pharmacy or drug store	P																			P	P	P	P	P	P	P	P	P		
Finance and Insurance																														
Auto insurance claims office	P																				P	P	P	P		P				
Automatic teller machine	P																		P	P	P	P	P	P	P	P				
Bank, credit union, or savings institution	P																		P	P	P	P	P	P	P	P				
Credit and finance establishment	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				
Insurance office	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				
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				
Oil and gas field equipment																										P	P	P		
Video, music, software	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		
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			
Janitorial services	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			
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		

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	Existing PZD	New 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		
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				
Travel arrangement and reservation services	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				
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				
Food Services																														
Bar or tavern	P																				C	C	C	P	P	P				
Beer garden	P																					C	C	C	P	C				
Catering service	P																				P	P	P	P	P	P				
Food distribution center																										P	P			
Microbrewery/microwinery/microdistillery	P																				C	C	P	P	P	P	P			
Mobile food services	P																							P		P	P			
Restaurant	P																P			C	P	P	P	P	P	P				
Restaurant (with drive-in services)	P	ncluding noise, traffic, lighting, odors, and hours of operation. Products are primarily assemble																				P	P	P		P				
Restaurant (with drive-through services)	P																				C	P	P	P	P	P				
Restaurant (with outdoor dining)	P																				P	P	P	P	P	P				
Restaurant (with outdoor dining within 300 feet of property zoned or developed for resid	P																				C	C	C	C	P	C				
Specialty Manufacturing	P																				C	C	P	P	C	P				
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				
Laundry (commercial/industrial)																										P	P	P		
Laundry and cleaning facilities (self-service)	P																			P	P	P	P	P		P				
Laundry, cleaner	P																				P	P	P	P		P				
Laundry, cleaner (drop-off station)	P																			P	P	P	P	P	P	P				
Photocopy shop	P																			P	P	P	P	P	P	P				
Photography studio	P																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	P				
Tailor shop	P																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	P				
Weight loss centers																					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		
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				
Pet supply store	P																				P	P	P	P	P	P	P	P		
Veterinary clinic (no outdoor kennels)	P																				P	P	P	P	P	P	P	P		

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	Existing PZD	New 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		
Veterinary clinic (with outdoor kennels)																								P		P	P	P		
Automobile Parking Facilities	P																													
Parking garage	P																					C	C	P	C	P	P	P		
Parking lot (commercial)	P																							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	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	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		

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	Existing PZD	New PZD
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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		
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		
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		
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		
Printing commercial/industrial	P																									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	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		

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	Existing PZD	New PZD
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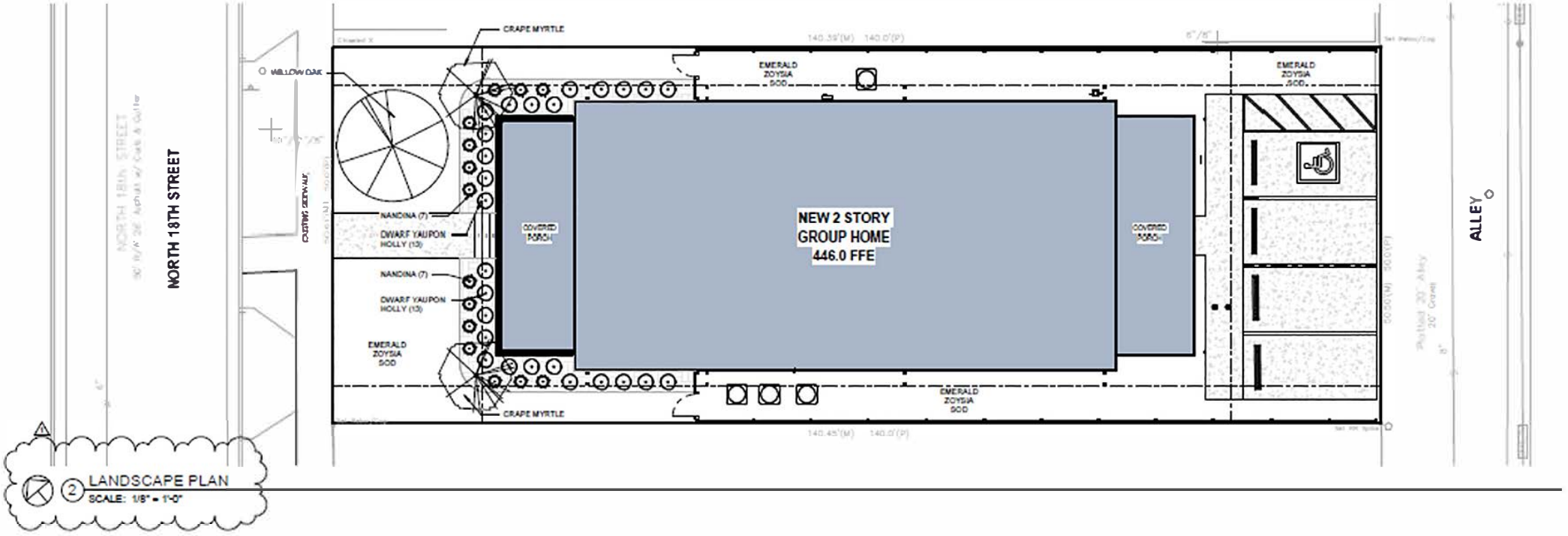
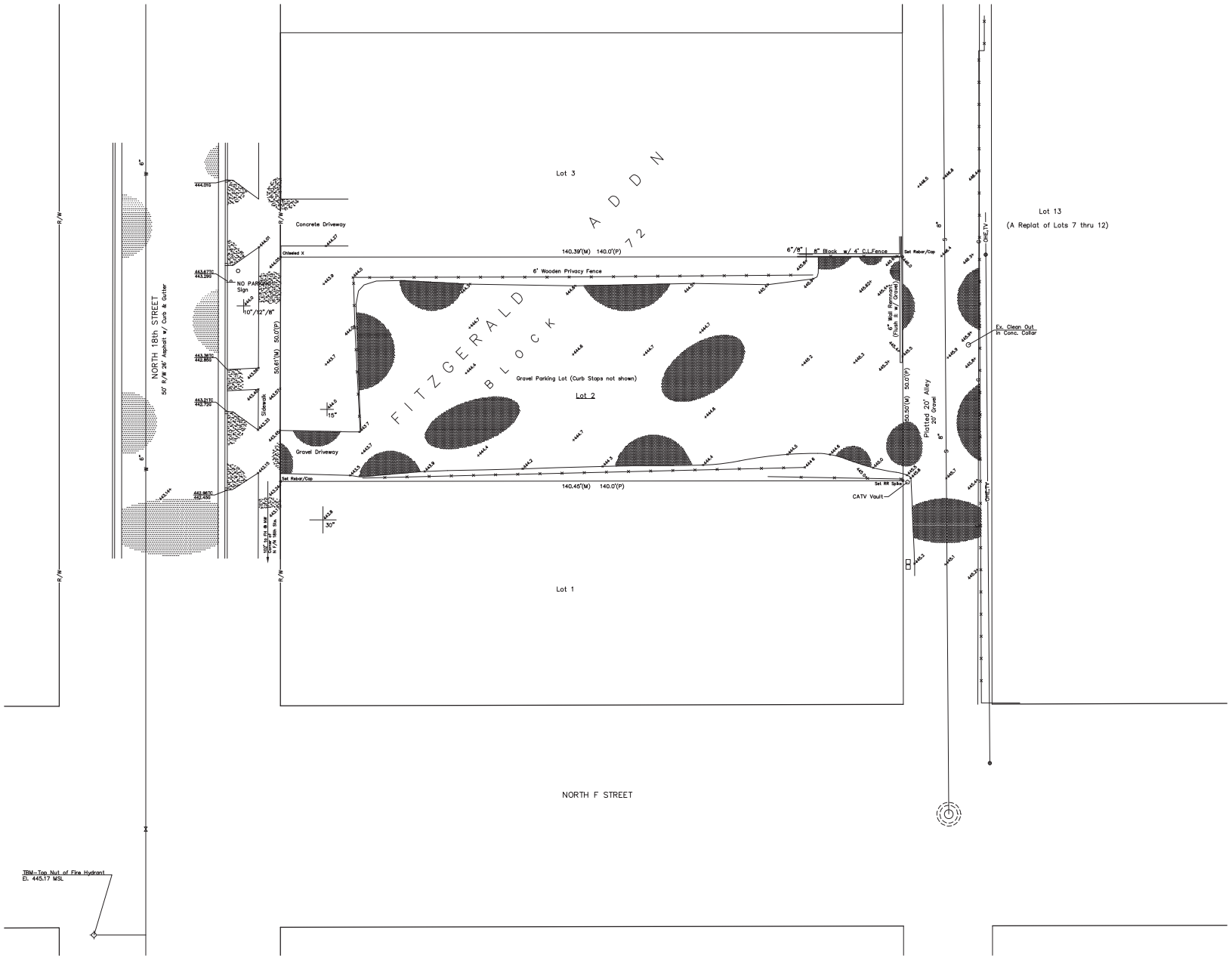
Utility substation		C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	P	P	P		
Wastewater treatment plant																											P	P		
Arts, Entertainment, and Recreation																														
Performing Arts or Supporting Establishments																														
Drive-in theater	P																							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	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				
Amusement center (outdoor)	P																							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	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				
Community recreation center	P											C	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		
Pistol Range (Indoor)	P																							C	C	C	C	C		
Health club	P																P				C	C	P	P	P	P				
Fitness studio																	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				
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			P	P
Fine art and performance education	P															C	C		C	C	C	C	C	C	C	C			P	P
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			P	P
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			P	P
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			P	P

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	Existing PZD	New 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		
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			P	P
School, business professional	P															C	C		C	C	C	C	C	C	C	C			P	P
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				
Public Safety	P																													
Emergency response station	P																		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	P																			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	P																					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			
Hospice residential care facility	P																		P		P	P	P	P	P	P				
Hospital																			C		P	P	P	P	P	P				
Mental health hospital	P																		C		C	C	C	C	C	C				
Nursing home																			C		C	C	C	C						
Substance abuse treatment facility	P																		C		C	C	C	C					P	P
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					
Day care Home (12 or less)	P	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C										P	P
Day care center	P																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				P
Senior citizen center	P												C	C	C	C	C		C	C	C	C	C	C	C	P				
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			P	P
Rectory, convent, monastery													C	C	C	C	C		C	A	A	A	A	A	A	A			P	P
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				
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	P																													
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		

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	Existing PZD	New 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		
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			
Mobile Food Vending																														


NORTH 18TH STREET
WILLOW OAK
CRAPE MYRTLE
NANDINA (7)
DWARF YAUPON HOLLY (13)
NANDINA (7)
DWARF YAUPON HOLLY (13)
EMERALD ZOYSIA SOD
COVERED PORCH
NEW 2 STORY GROUP HOME
446.0 FFE
COVERED PORCH
EMERALD ZOYSIA SOD
EMERALD ZOYSIA SOD
EMERALD ZOYSIA SOD
CRAPE MYRTLE
ALLEY
2 LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"



1" = 10'

0 5 10 20

LEGEND

- Fire Hydrant
- Gas Meter
- Utility Pedestal
- Manhole
- Power Pole
- Sign
- Water Meter
- Water Valve
- Tree
- Guydown
- 1000.00 Ex. Elevation

TC Top of Curb El.
G Gutter El.

G Gas Line
OHE Overhead Utility Line
S Sewer Line
W Water Line

LEGAL DESCRIPTION:

Lot 2, Block 72, Fitzgerald Addition
Fort Smith, Sebastian County, Arkansas

NOTES:

1. This property does not fall within the 100-year floodplain.
2. Utilities were located by visual observation, City of Fort Smith Water and Sewer Atlases and remaining One-Call markings. There are indications of Fiber Optic and Telecommunications within the entire length of shown alley.
3. (M) Indicates Measured Distance
   (P) Indicates Platted Distance
4. TBM-Top Nut of Fire Hydrant at corner of North 18th and North F Streets-El. 445.17 per City of Fort Smith Construction Drawings.

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS — NO. 1316 — PHILIP J. LERARIS

PROPERTY & TOPOGRAPHIC SURVEY

Lots 2, Block 72, Fitzgerald Addition
604 N 19th Street
Fort Smith, Arkansas
For: Harbor House Foundation

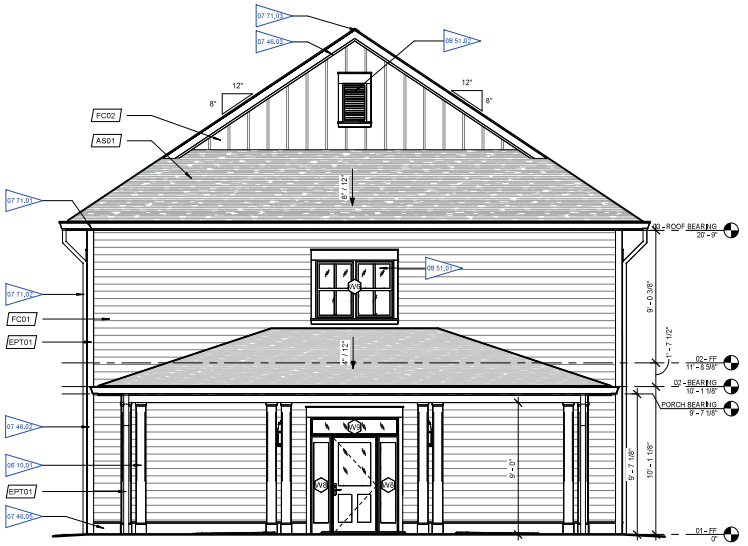
APPROVED:	H. SCALE 1" = 10'	DRAWN BY
DATE: 04/22/26	V. SCALE	REVISED

Philip J. Leraris, P.E., L.S.
consulting engineer
land surveyor
p.o. box 11123
fort smith, ar 72917
(479) 221-7506

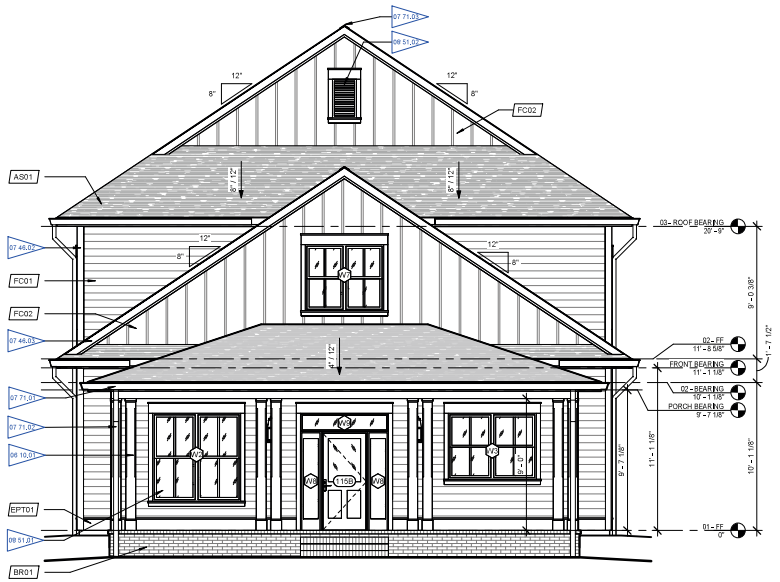
DRAWING NUMBER 158-758

EXTERIOR FINISH SCHEDULE			
MARK	DESCRIPTION	MANUFACTURER	PRODUCT
AS01	ARCHITECTURAL GRADE SHINGLES	GAF	WEATHERED WOOD
BR01	BRICK @ PATIO	TBD	MODULAR FACE BRICK COLOR TBD
EPT01	EXTERIOR PAINT @ FIBER CEMENT TRIM, GUTTERS, DOWNSPOUTS, FASCIA, COLUMNS	VARIES	COLOR TO MATCH JAMES HARDIE ARTIC WHITE
FC01	FIBER CEMENT LAP SIDING	JAMES HARDIE	HARDIE PLANK LAP SIDING SMOOTH 6" EXPOSURE WIDTH - COLOR TO BE DREAM COLLECTION WEEPING WILLOW
FC02	FIBER CEMENT BOARD & BATTEN	JAMES HARDIE	HARDIE BOARD & BATTEN SMOOTH SIDING - COLOR TO BE STATEMENT COLLECTION ARCTIC WHITE

KEYED NOTES	
06 10.01	8" X 8" PAINTED CHAMFERRED COLUMN
07 46.02	5/4 X 5 1/2" WIDE FIBER CEMENT TRIM CORNERS
07 46.03	5/4 FIBER CEMENT FASCIA
07 46.05	5/4 X 9 1/4" FIBER CEMENT BASE TRIM
07 71.01	27 GA. 5" X 3 1/2" SEAMLESS K-STYLE ALUM GUTTER - SLOPE TO DOWNSPOUTS - COLOR TO MATCH FASCIA
07 71.02	27 GA. 3" X 4" SEAMLESS ALUM DOWNSPOUTS - COLOR TO MATCH GUTTER - PROVIDE SPLASH BLOCKS @ BASE OR ROUTE TO STORM WATER SYSTEM
07 71.03	CONTINUOUS RIDGE VENT - GAF COBRA OR EQ. - INSTALL PER MFGR INSTRUCTIONS
08 51.01	VINYL WINDOW AS SCHEDULED- INSTALL PER MFGR INSTRUCTIONS
08 51.02	18" X 24" DECORATIVE LOUVER



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

CHASEN GARRETT
ARCHITECTS
7309 CHAD COLLEY BLVD. SUITE C
BARLING, ARKANSAS 72923

REGISTERED ARCHITECT
STATE OF ARKANSAS

05/12/2026

HARBOR HOUSE FOUNDATION
HARBOR HOUSE HOME
604 N 18TH STREET FORT SMITH, ARKANSAS

SET STATUS
DESCRIPTION DATE

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
A201

DATE 05/12/2026
PROJECT NO. 26005

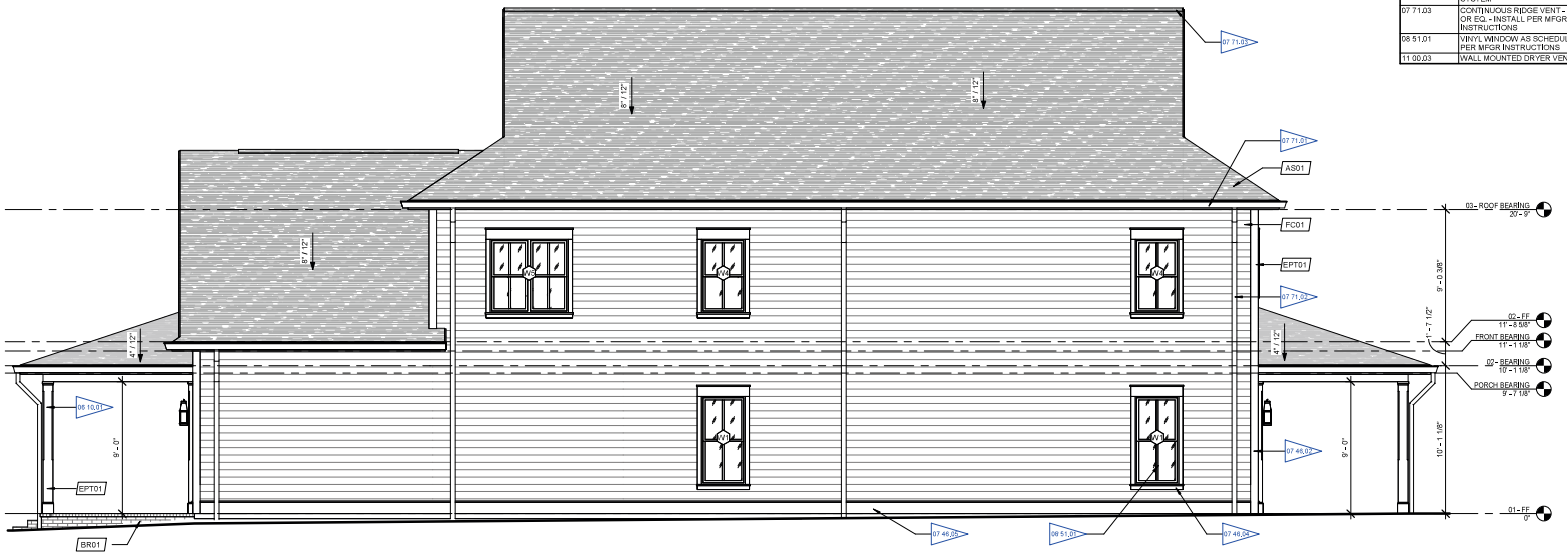
05/12/2026 10:30:05 AM

EXTERIOR FINISH SCHEDULE

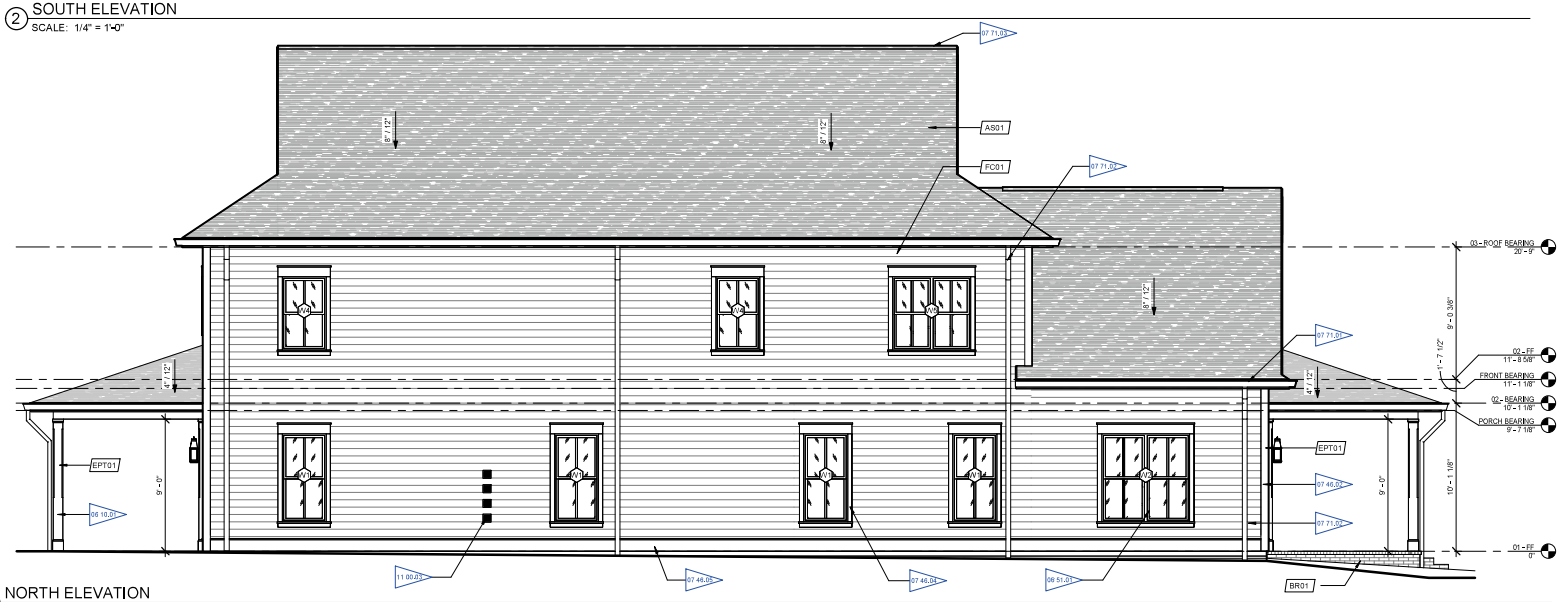
MARK	DESCRIPTION	MANUFACTURER	PRODUCT
AS01	ARCHITECTURAL GRADE SHINGLES	GAF	WEATHERED WOOD
BR01	BRICK @ PATIO	TBD	MODULAR FACE BRICK COLOR TBD
EPT01	EXTERIOR PAINT @ FIBER CEMENT TRIM, GUTTERS, DOWNSPOUTS, FASCIA, COLUMNS	VARIES	COLOR TO MATCH JAMES HARDIE ARTIC WHITE
FC01	FIBER CEMENT LAP SIDING	JAMES HARDIE	HARDIE PLANK LAP SIDING SMOOTH 6" EXPOSURE WIDTH - COLOR TO BE DREAM COLLECTION WEEPING WILLOW
FC02	FIBER CEMENT BOARD & BATTEN	JAMES HARDIE	HARDIE BOARD & BATTEN SMOOTH SIDING - COLOR TO BE STATEMENT COLLECTION ARCTIC WHITE

KEYED NOTES

06 10.01	8" X 8" PAINTED CHAMFERRED COLUMN
07 46.02	5/4 X 5 1/2" WIDE FIBER CEMENT TRIM CORNERS
07 46.04	5/4 FIBER CEMENT WINDOW TRIM
07 46.05	5/4 X 9 1/4" FIBER CEMENT BASE TRIM
07 71.01	27 GA. 5" X 3 1/2" SEAMLESS K-STYLE ALUM GUTTER - SLOPE TO DOWNSPOUTS - COLOR TO MATCH FASCIA
07 71.02	27 GA. 3" X 4" SEAMLESS ALUM DOWNSPOUTS - COLOR TO MATCH GUTTER - PROVIDE SPLASH BLOCKS @ BASE OR ROUTE TO STORM WATER SYSTEM
07 71.03	CONTINUOUS RIDGE VENT - GAF COBRA OR EQ. - INSTALL PER MFGR INSTRUCTIONS
08 51.01	VINYL WINDOW AS SCHEDULED- INSTALL PER MFGR INSTRUCTIONS
11 00.03	WALL MOUNTED DRYER VENTS



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

CHASEN GARRETT
ARCHITECTS
7309 CHAD COLLEY BLVD. SUITE C
BARLING, ARKANSAS 72923

05/12/2026

HARBOR HOUSE FOUNDATION

HARBOR HOUSE HOME

604 N 18TH STREET FORT SMITH, ARKANSAS

SET STATUS

DESCRIPTION	DATE

SHEET NAME
EXTERIOR ELEVATIONS

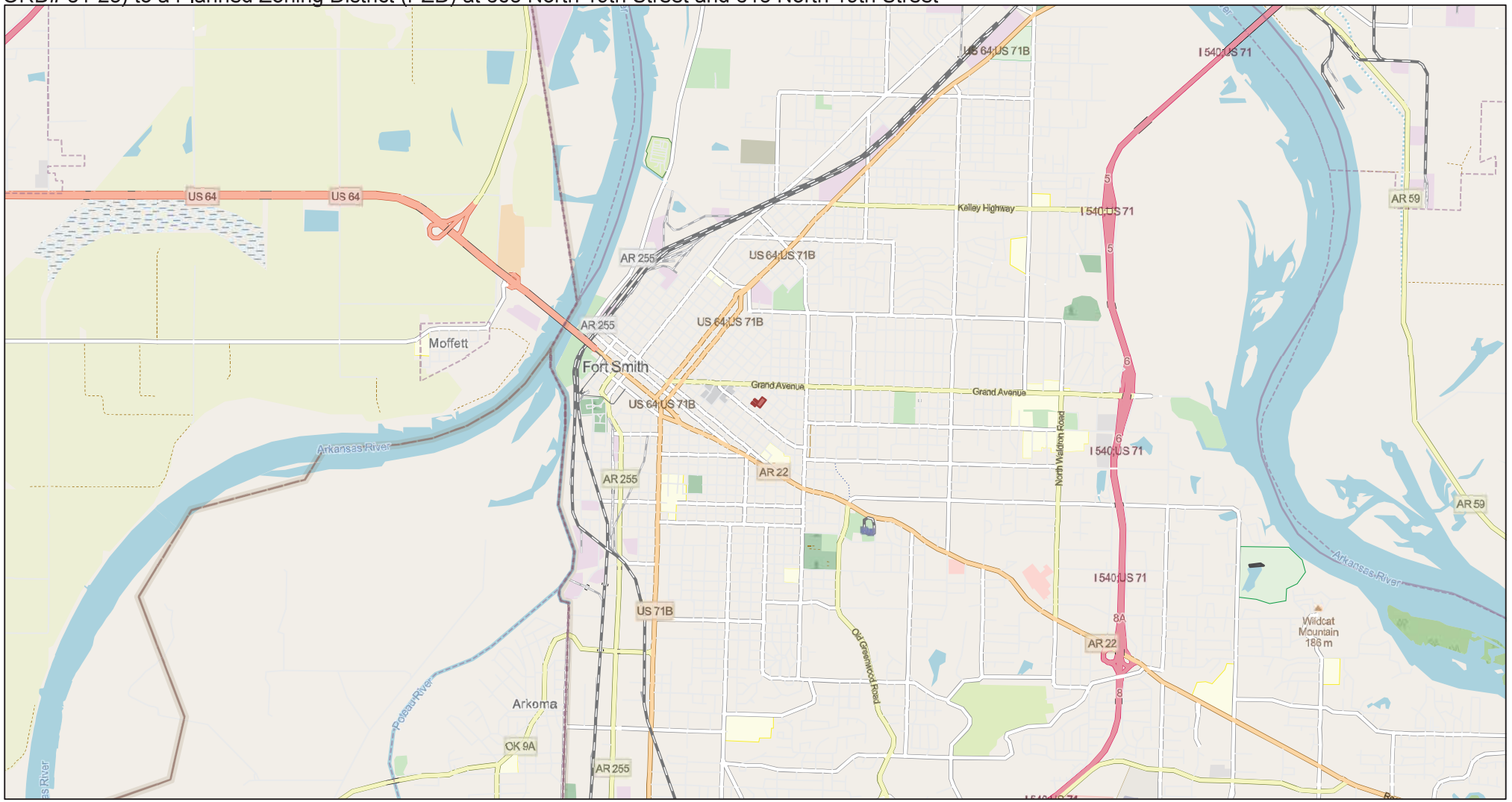
SHEET NUMBER
A202

DATE 05/12/2026
PROJECT NO. 26005

05/12/2026 10:30:06 AM



Rezoning #10-7-26 - A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following rezonings: • From Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 North 18th Street and 604 North 18th Street • From Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 North 19th Street and 615 North 19th Street



6/24/2026, 10:55:17 AM

1:50,950

0 0.5 1 2 mi

0 0.75 1.5 3 km

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

Rezoning #10-7-26 - A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following rezonings: • From Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 North 18th Street and 604 North 18th Street • From Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 North 19th Street and 615 North 19th Street



6/24/2026, 10:51:51 AM

Addresses

Subdivisions

Roads

1:1,592

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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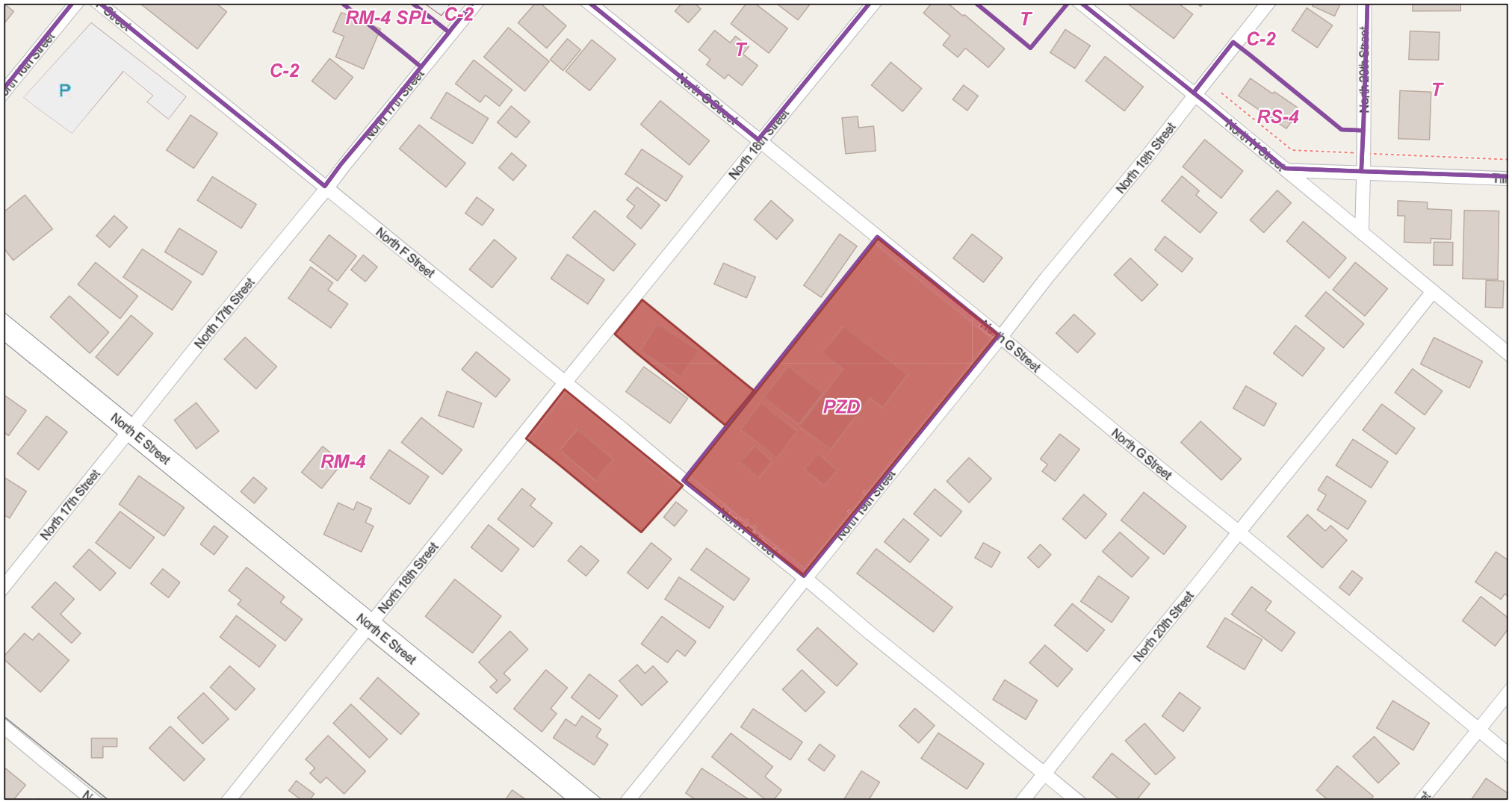
Rezoning #10-7-26 - A request by Chasen Garrett Architects, agent for Harbor House Foundation, Inc., for the following rezonings: • From Residential Multifamily High Density (RM-4) to a Planned Zoning District (PZD) at 522 North 18th Street and 604 North 18th Street • From Planned Zoning District (PZD ORD# 51-23) to a Planned Zoning District (PZD) at 605 North 19th Street and 615 North 19th Street



6/24/2026, 10:53:37 AM

Zoning

1:1,592

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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City of Fort Smith Finance

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Darrell Clark, Fire Chief

FROM: Andrew Richards, Chief Financial Officer

DATE: July 29, 2026

SUBJECT: Harps Food Stores Donation

SUMMARY

Harps and 10 Box Food Stores conducted a fundraising campaign at their Fort Smith locations to benefit local public safety agencies. Through the generosity of their customers and the support of store management and employees, the Fort Smith Fire Department received a donation of $5,568.

The donated funds will be used to purchase additional equipment for the Fire Department's Swift Water Rescue Team. This equipment will enhance the Department's ability to respond to water-rescue emergencies and provide critical services to the citizens of Fort Smith and surrounding communities.

According to Darrell Clark, Fire Chief, the Fort Smith Fire Department sincerely appreciates the generosity of Harps and 10 Box Food Stores, their managers and employees, and the many citizens who contributed during the fundraising campaign.

Acceptance of this donation will increase Fire Department revenues and expenditures by $5,568 with zero net impact to the General Fund Balance. Staff recommends the approval of the ordinance.

ATTACHMENTS

1. 08-04-26_Item_ID_2927-_Harps_Food_Stores_Donation.pdf

ORDINANCE NO._____

ORDINANCE AMENDING THE 2026 BUDGET AND AUTHORIZING THE APPROPRIATION OF DONATED FUNDS FOR FIRE DEPARTMENT EQUIPMENT

WHEREAS, the Board of Directors approved the 2026 Operating Budget with Ordinance 92-25; and

WHEREAS, Harps and 10 Box Food Stores have raised funds for our local public safety agencies and are donating $5,568 to the Fort Smith Fire Department; and

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the operating budget to purchase additional equipment for the City's swift water rescue team.

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

There is hereby authorized an amendment to the 2026 Operating Budget to appropriate donated funds as follows:

Account		Current Budget	Adjustment	Revised Budget
Revenue				
48020101 - 457000	Contributions and Donations	$ -	$ 5,568	$ 5,568
Expenditures				
48020101 - 527500	Small Equipment	$ 200,000	$ 5,568	$ 205,568
	Appropriation of General Fund Balance		$ -	

PASSED AND APPROVED THIS_____DAY OF _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
CITY ATTORNEY

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administratir

FROM: Todd MIttge, Director of Engineering

DATE: July 17, 2026

SUBJECT: Change Order No. 3 to Forsgren, Inc. for the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1

SUMMARY

The Board of Directors approved the bid of Forsgren, Inc. in the amount of $8,231,278.00, and a completion date of December 31, 2025 on November 18, 2024 (R-210-24). The scope of this Consent Decree project includes remediation of approximately 3,794 linear feet of 8-inch and 200 linear feet of 12-inch sanitary sewer line replacement by pipe burst method, 2,331 linear feet of 8-inch and 603 linear feet of 12-inch remediation by CIPP; installation of 73 clean outs; replacement of 27 48-inch diameter manholes; lining of 38 manholes; and replacement of 17 manhole frame and covers. On June 17, 2025, the Board of Directors approved Change Order No.1 increasing the contract amount by $235,067.75 and extending the completion date by 60 days, revising the contract amount to $8,466,345.75 and substantial completion date to March 1, 2026.

(R-101-25). On January 20, 2026, the Board of Directors approved Change Order No. 2 increasing the contract amount by $95,407.00 and extending the completion date by 50 days, revising the contract amount to $8,561,752.75 and a substantial completion date to April 21, 2026 (R-7-26). An exhibit showing the location of the project, project summary and brief history of the change orders are attached for your review.

During the course of construction, additional manholes and sanitary sewer segments were identified to have further deteriorated since SSA work was completed, necessitating alternative or additional rehabilitation methods. As such, a change order is required to reconcile the difference in plan quantities and actual construction quantities.

The attached Resolution authorizes the Mayor to execute Change Order No. 3 to Forsgren, Inc. increasing the contract amount by $250,336.19 and revising the contract amount to $8,812,088.94. No additional time included with this Change Order.

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. 8-4-26 Item ID 2913 Resolution Engineering-Utilities.pdf
2. 8-4-26 Item ID 2913 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$250,336.19*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO.3 WITH FORSGREN, INC. FOR THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN S007, PROJECT NO.17-12-C1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: Change Order Number 3 with Forsgren, Inc. for the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk is hereby authorized to execute Change Order Number 3 with Forsgren Inc. increasing the contract by $250,336.19 with no additional days, adjusting the total contract amount to $8,812,088.94 with a substantial completion date of April 21, 2026.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____,2026.

APPROVED:

_____

MAYOR

ATTEST:

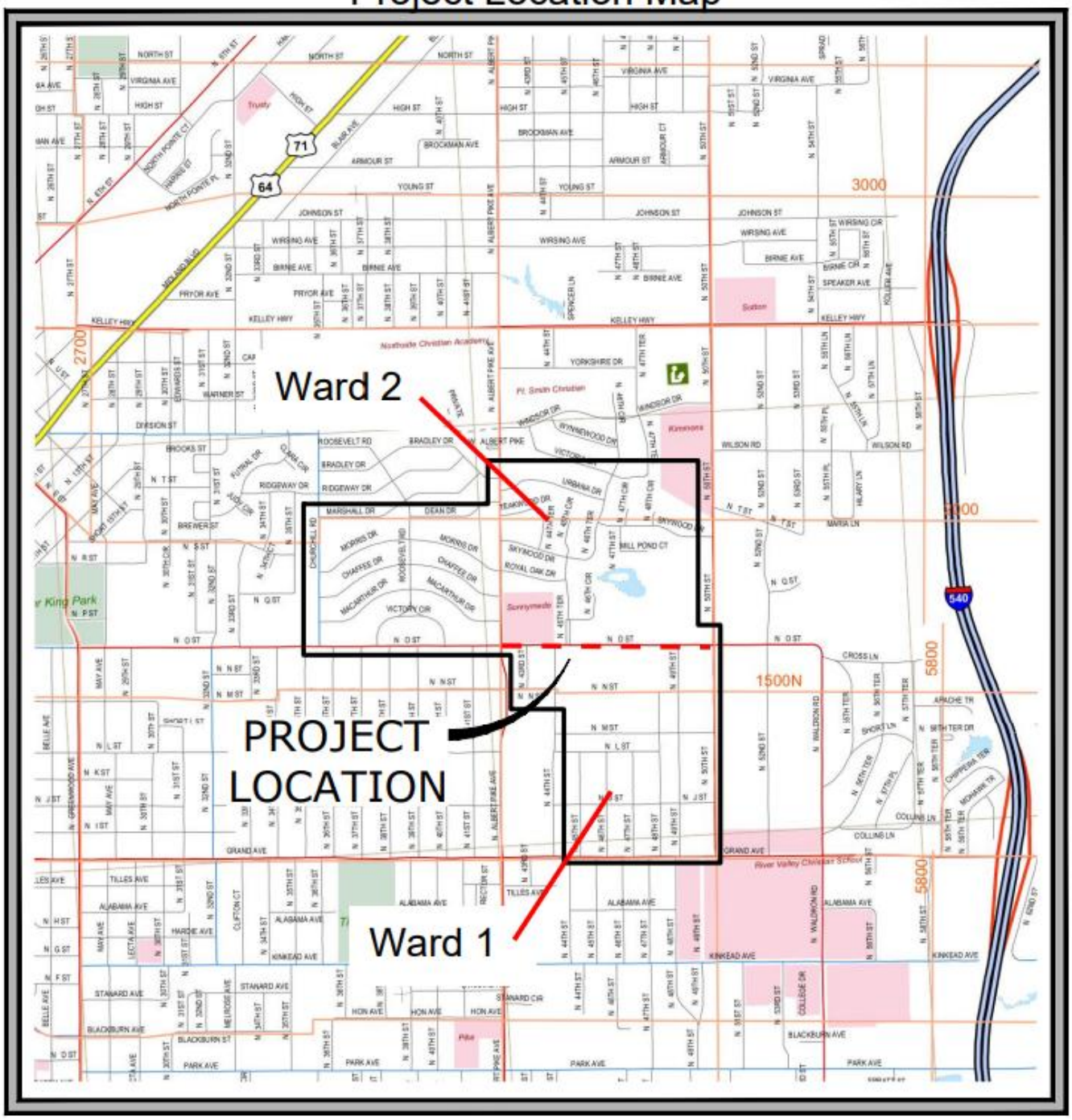
_____
CITY CLERK

APPROVED AS TO FORM:



_____npr

Project Location Map



Project Summary

Project Name:
2016 SSA Remedial Measures - Sub-Basin S007

Project Status:
Complete

Project Number:
17-12-C1

Today's Date:
July 16, 2026

Project Engineer:
Tyler Eldridge

Staff Contact Name:
Todd Mittge

Project Contractor:
Forsgren, Inc.

Staff Contact Phone:
(479) 784-2247

Notice to Proceed Issued:
12/19/2024

Contact Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$8,231,278.00	400
Change Order(#1):	$235,067.75	60
Change Order(#2):	$95,407.00	50
Change Order(#3):	$250,336.19	
Total Change Orders:	$580,810.94	110
Adjusted Contract:	**$8,812,088.94**	**510**

Contract Payment Breakdown		
	Dollar Amount	
Adujusted Contract Amount	$8,812,088.94	
Previous Payments	$8,304,431.50	
Final Payment Amount:	$507,657.44	
Contract Balance Remaining	**$0.00**	**0.00%**

Final Comments:
Through construction, additional manholes and sanitary sewer segments were identified to have further deteriorated since SSA work was completed, necessitating alternative or additional rehabilitation methods. As such, a change order is required to rectify the difference in plan quantities and actual construction quantities.

CHANGE ORDER

Project: 2016 SSA Remedial Measures - Sub-Basin S007 Change Order No.: 3 - FINAL

Project No.: 17-12-C1

Contractor: Forsgren, Inc Contract Date: 11/26/2024

Description: This change order rectifies contract quantity overruns ($400,967.17), Field Order(s) overruns ($51,426.02), Change Order 1 underruns (-$120,660.00), negates Change Order 2 (-$95,407.00), and adds two line items: Rock Excavation ($12,210.00) and Striping of Crosswalk ($1,800.00). See attached for Summary of Changes.

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.

Change To The Project Price:

Original Contract Price	$ 8,231,278.00
Contract Price for Change Orders To Date	$ 330,474.75
The Contract Price for this Change Order	$ 250,336.19
The Contract Price Following This Change Order Will Be	$ 8,812,088.94
Cost of Work Completed to Date	$ 8,812,088.94
Contract Balance Remaining	$ -

Change To The Project Time:

Original Contract Time for Substantial Completion (Days)	400
Additional Contract Time for Substantial Completion Due to Change Orders To Date (Days)	60
Additional Contract Time for Substantial Completion Due to This Change Order (Days)	50
The Contract Time to Reach Substantial Completion Following This Change Order Will Be (Days)	510
Time Allowed for Final Completion (Days)	30
Total Contract Days	540

Signatures:

Forsgren, Inc

Brennen Hickey Date: 07/20/2026

Brennen Hickey

Owner, City of Fort Smith, AR

Date: _____

George McGill, Mayor

ATTEST:

City Clerk

Quantity Adjustment Summary

Item	Spec.	Unit	Description	Contract Quantity	Contract Unit Price	Contract Total	Quantity Installed	Total Value Installed	Contract Over/Underrun
1	600	LS	Performance & Payment Bond	1	$ 50,700.00	$ 50,700.00	1	$ 50,700.00	$ -
2	120.01	LS	Maintenance of Traffic and Traffic Control	1	$ 275,000.00	$ 275,000.00	1	$ 275,000.00	$ -
3	141	LS	Construction Erosion Control	1	$ 50,000.00	$ 50,000.00	1	$ 50,000.00	$ -
4	201.01	LS	Site Preparation	1	$ 1,095,000.00	$ 1,095,000.00	1	$ 1,095,000.00	$ -
5	201.04	LS	Trench or Excavation Safety System	1	$ 250,000.00	$ 250,000.00	1	$ 250,000.00	$ -
6	201.05	LS	Clearing and Grubbing	1	$ 200,000.00	$ 200,000.00	1	$ 200,000.00	$ -
7	201.07	SY	R&D of Concrete Driveways & Sidewalks	117	$ 28.00	$ 3,276.00	624.27	$ 17,479.56	$ 14,203.56
8	202.04	LF	R&D of Concrete Curb & Curb/Gutter	39	$ 18.00	$ 702.00	89.50	$ 1,611.00	$ 909.00
9	202.08	LF	R & D of Storm Drain Pipe (up to 24")	24	$ 55.00	$ 1,320.00	0	$ -	$ (1,320.00)
10	205	EA	Clearing and Grubbing Trees (13" to 34" Dia.)	4	$ 6,400.00	$ 25,600.00	13	$ 83,200.00	$ 57,600.00
11	205.02	LF	Pipe Casing - 10" to 16" Steel	400	$ 155.00	$ 62,000.00	288	$ 44,640.00	$ (17,360.00)
12	205.066	LF	Sanitary Sewer Trenching & Backfilling 0'-4'	1,199	$ 18.00	$ 21,582.00	99	$ 1,782.00	$ (19,800.00)
13	205.081	LF	Sanitary Sewer Trenching & Backfilling 4'-8'	3,678	$ 26.00	$ 95,628.00	3,417	$ 88,842.00	$ (6,786.00)
14	205.082	LF	Sanitary Sewer Trenching & Backfilling 8'-12'	320	$ 52.00	$ 16,640.00	273	$ 14,196.00	$ (2,444.00)
15	205.083	CY	Flowable Fill	244	$ 240.00	$ 58,560.00	426.94	$ 102,465.60	$ 43,905.60
16	206.01	SY	Seeding, Fertilizing, & Mulching	1,551	$ 3.00	$ 4,653.00	6,347.25	$ 19,041.75	$ 14,388.75
17	290.01	SY	Solid Sodding	988	$ 14.00	$ 13,832.00	2,633	$ 36,862.00	$ 23,030.00
18	290.04	SY	Aggregate Base Course for Driveways (4" Thickness)	45	$ 14.00	$ 630.00	2,029.89	$ 28,418.46	$ 27,788.46
19	305.11	GL	Tack Coat	50	$ 12.00	$ 600.00	59.50	$ 714.00	$ 114.00
20	320.02	TN	ACHM Surface Course (Type 3) 3" Thickness	87	$ 365.00	$ 31,755.00	96.73	$ 35,306.45	$ 3,551.45
21	330.05	SY	Deep Patch	183	$ 90.00	$ 16,470.00	475.04	$ 42,753.60	$ 26,283.60
22	370.06	LF	Curb & Gutter (Type A - Barrier)	70	$ 56.00	$ 3,920.00	123.50	$ 6,916.00	$ 2,996.00
23	410.01	SY	Conc. Pavement Apron (6" Thickness)	14	$ 175.00	$ 2,450.00	15.50	$ 2,712.50	$ 262.50
24	420.01	SY	Conc. Driveway (6" Thickness)	120	$ 125.00	$ 15,000.00	580.97	$ 72,621.25	$ 57,621.25
25	430.03	SY	Conc. Sidewalk (6" Thickness)	7	$ 185.00	$ 1,295.00	52.64	$ 9,738.40	$ 8,443.40
26	440.03	LF	15" RCP Class III	24	$ 145.00	$ 3,480.00	0	$ -	$ (3,480.00)
27	501.021	LF	36" RCP Class III	20	$ 290.00	$ 5,800.00	0	$ -	$ (5,800.00)
28	501.061	LF	Heavy Cleaning	2,298	$ 11.00	$ 25,278.00	2,341	$ 25,751.00	$ 473.00
29	701.0101	LF	Post-CCTV Sewer Main & Normal Cleaning (6-Inch Diameter)	1,265	$ 8.00	$ 10,120.00	1,235	$ 9,880.00	$ (240.00)
30	701.SP1	LF	Post-CCTV Sewer Main & Normal Cleaning (8-Inch Diameter)	18,339	$ 7.00	$ 128,373.00	19,135	$ 133,945.00	$ 5,572.00
31	701.0201	LF	Post-CCTV Sewer Main & Normal Cleaning (10-inch Diameter)	320	$ 10.00	$ 3,200.00	320	$ 3,200.00	$ -
32	701.0202	LF	Post-CCTV Sewer Main & Normal Cleaning (12-inch Diameter)	722	$ 10.00	$ 7,220.00	1,394	$ 13,940.00	$ 6,720.00

33	701.0203	LF	Post-CCTV Sewer Service Line	290	$	2.00	$	580.00	271	$	542.00	$	(38.00)
34	701.0301	LF	Sewer Pipe (6-Inch, PVC SDR 35)	259	$	118.00	$	30,562.00	168	$	19,824.00	$	(10,738.00)
35	702.SP1	LF	Sewer Pipe (8-inch, PVC SDR 35)	4,944	$	135.00	$	667,440.00	3,515	$	474,525.00	$	(192,915.00)
36	702.0101	LF	Sewer Pipe (12-inch, PVC SDR 35)	54	$	485.00	$	26,190.00	101.50	$	49,227.50	$	23,037.50
37	702.0103	LF	Sewer Service Line (4-inch, PVC Sch. 40) Open Cut	2,025	$	57.00	$	115,425.00	2,790	$	159,030.00	$	43,605.00
38	702.0203	EA	Sewer Service Wyes (8" x 4")	90	$	475.00	$	42,750.00	85	$	40,375.00	$	(2,375.00)
39	702.0301	EA	Sewer Service Clean-Outs (4-inch)	267	$	500.00	$	133,500.00	248	$	124,000.00	$	(9,500.00)
40	702.0401	EA	Standard Depth Manhole (4-Foot Diameter, 6 Feet and Less)	28	$	6,450.00	$	180,600.00	30	$	193,500.00	$	12,900.00
41	703.0101	VF	Additional Depth for Manhole (4-Foot Diameter)	23	$	290.00	$	6,670.00	30.07	$	8,720.30	$	2,050.30
42	703.0201	EA	Manhole Drops (4 Feet and Less)	6	$	4,300.00	$	25,800.00	4	$	17,200.00	$	(8,600.00)
43	703.0301	LF	Additional Height Manhole Drops	8	$	675.00	$	5,400.00	3	$	2,025.00	$	(3,375.00)
44	703.0401	EA	Concrete Cap	2	$	1,900.00	$	3,800.00	7	$	13,300.00	$	9,500.00
45	703.0601	LF	CIPP Sewer Main (8-inch, Felt)	3,443	$	64.00	$	220,352.00	3,891	$	249,024.00	$	28,672.00
46	705.0101	LF	CIPP Sewer Main (10-inch, Felt)	363	$	70.00	$	25,410.00	320	$	22,400.00	$	(3,010.00)
47	705.0102	LF	CIPP Sewer Main (12-inch, Felt)	330	$	145.00	$	47,850.00	614	$	89,030.00	$	41,180.00
48	706.0103	EA	Service Lateral Reinstatement After CIPP of Main (4- inch)	42	$	300.00	$	12,600.00	68	$	20,400.00	$	7,800.00
49	705.0401	EA	Remove and Replace Manhole Frame and Covers (Non- Locking)	21	$	1,900.00	$	39,900.00	22	$	41,800.00	$	1,900.00
50	706.0101	EA	Manhole Lining Up to 6 Feet Deep (4-Foot Diameter, Portland-Based Cementitious)	41	$	1,450.00	$	59,450.00	41	$	59,450.00	$	-
51	706.0601	VF	Additional Depth for Manhole Lining (4-Foot Diameter, Portland-Based	17	$	250.00	$	4,250.00	18.50	$	4,625.00	$	375.00
52	706.0701	EA	Connect Sewer Main Pipe to Existing Manhole	86	$	2,650.00	$	227,900.00	74	$	196,100.00	$	(31,800.00)
53	706.1101	EA	Remove Existing Manhole	28	$	4,200.00	$	117,600.00	24	$	100,800.00	$	(16,800.00)
54	706.1301	LF	Pipe Bursting (8-inch , HDPE SDR 17)	6,051	$	300.00	$	1,815,300.00	6,949	$	2,084,700.00	$	269,400.00
55	707.0101	LF	Pipe Bursting (12-inch , HDPE SDR 17)	346	$	425.00	$	147,050.00	435	$	184,875.00	$	37,825.00
56	707.0103	EA	Service Lateral Reinstatement After Pipe Burst of Main (4-inch)	119	$	3,400.00	$	404,600.00	91	$	309,400.00	$	(95,200.00)
57	707.0201	EA	MLCIPL Up to 3 Feet (4-inch)	55	$	5,800.00	$	319,000.00	77	$	446,600.00	$	127,600.00
58	708.0101	LF	Additional Length for MLCIPL (4-inch)	327	$	40.00	$	13,080.00	48	$	1,920.00	$	(11,160.00)
59	708.0201	LF	Remove and Reconstruct Fence (up to 4' Tall Chain Link)	401	$	75.00	$	30,075.00	451	$	33,825.00	$	3,750.00
60	907.8	LF	Remove and Reconstruct Fence (5' to 6' Tall Chain Link)	32	$	160.00	$	5,120.00	0	$	-	$	(5,120.00)
61	907.81	LF	Remove and Reconstruct Fence (5' to 6' Tall Wood)	32	$	185.00	$	5,920.00	0	$	-	$	(5,920.00)
62	907.84	EA	Minor Point Repair (<15 FT)	52	$	18,500.00	$	962,000.00	49	$	906,500.00	$	(55,500.00)
63	SP.1	CY	Granular Backfill	917	$	60.00	$	55,020.00	1,030.18	$	61,810.80	$	6,790.80
						Total:	**$**	**8,231,278.00**		**$**	**8,632,245.17**	**$**	**400,967.17**

		Description	Quantity	Contract Unit Price	Contract Total	Quantity Installed	Total Value Installed	Contract Over/Underrun
Field Order								
9	LS	8" Ductile Iron Wtr & Connections	1	$ 7,472.00	$ 7,472.00	1	$ 7,472.00	$ -
16	LS	3-2 Add. Clearing & Grubbing	1	$ 20,816.25	$ 20,816.25	1	$ 20,816.25	$ -
13	LF	24" RCP Class 3	0	$ 240.00	$ -		$ -	$ -
	LS	1-1 Hand Tunneling MH Base	1	$ 19,511.00	$ 19,511.00	1	$ 19,511.00	$ -
14	EA	2-10A Manhole COFS (Delivered to 3900 Kelly highway)	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00	$ -
	LF	2-10A 12" HDPE COFS (Delivered to 3900 Kelly highway)	69	$ 16.33	$ 1,126.77	69	$ 1,126.77	$ -
				Field Order Total:	**$ 51,426.02**		**$ 51,426.02**	$ -
Change Order 1								
1	LF	Pipe Casing - 10" to 16" Steel (Bored)	70	$ 950.00	$ 66,500.00	70	$ 66,500.00	$ -
2	LF	Post-CCTV Sewer Main & Normal Cleaning (12-inch)	797	$ 10.00	$ 7,970.00	0	$ -	$ (7,970.00)
3	LF	Post-CCTV Sewer Main & Normal Cleaning (18-inch)	181	$ 12.75	$ 2,307.75	181	$ 2,307.75	$ -
4	LF	CIPP Sewer Main (12-inch, Felt)	797	$ 145.00	$ 115,565.00	0	$ -	$ (115,565.00)
5	LF	Cipp Sewer Main (18-inch, Felt)	181	$ 200.00	$ 36,200.00	181	$ 36,200.00	$ -
6	EA	Service Lateral Reinstatement (18-inch CIPP, 4-inch)	1	$ 3,650.00	$ 3,650.00	1	$ 3,650.00	$ -
7	EA	Abandon Existing Manhole	1	$ 2,875.00	$ 2,875.00	2	$ 5,750.00	$ 2,875.00
				Change Order 1 Total:	**$ 235,067.75**		**$ 114,407.75**	**$ (120,660.00)**
Change Order 2								
1	EA	Clearing and Grubbing Trees (13" to 34" Dia.)	3	$ 6,400.00	$ 19,200.00	0	$ -	$ (19,200.00)
2	CY	Granular Backfill	91	$ 60.00	$ 5,460.00	0	$ -	$ (5,460.00)
3	LF	Sanitary Sewer Trenching and Backfilling 0'-4'	528	$ 18.00	$ 9,504.00	0	$ -	$ (9,504.00)
4	SY	Seeding, Fertilizing, & Mulching	186	$ 3.00	$ 558.00	0	$ -	$ (558.00)
5	LF	Sewer Pipe (8-inch, PVC SDR 35)	528	$ 135.00	$ 71,280.00	0	$ -	$ (71,280.00)
6	LF	Sewer Service Line (4-inch, PVC Sch. 40) Open Cut	40	$ 57.00	$ 2,280.00	0	$ -	$ (2,280.00)
7	EA	Sewer Service Wyes (8" x 4")	5	$ 475.00	$ 2,375.00	0	$ -	$ (2,375.00)
8	EA	Sewer Service Clean-Outs (4-inch)	5	$ 500.00	$ 2,500.00	0	$ -	$ (2,500.00)
9	EA	Standard Depth Manhole (4-Foot Diameter, 6 Feet and Less)	1	$ 6,450.00	$ 6,450.00	0	$ -	$ (6,450.00)
10	EA	Connect Sewer Main Pipe to Existing Manhole	2	$ 2,650.00	$ 5,300.00	0	$ -	$ (5,300.00)
11	LF	Remove and Reconstruct Fence (up to 4' Tall Chain Link)	100	$ 75.00	$ 7,500.00	0	$ -	$ (7,500.00)
12	EA	Minor Point Repair (<15 FT)	-2	$ 18,500.00	$ (37,000.00)	0	$ -	$ 37,000.00
				Change Order 2 Total:	**$ 95,407.00**		**$ -**	**$ (95,407.00)**
Change Order 3 - FINAL								
1	LS	Adjustment of Original Contract Quantities	1	$ 400,967.17	$ 400,967.17	1	$ 400,967.17	$ -
2	LS	Add Field Order Items	1	$ 51,426.02	$ 51,426.02	1	$ 51,426.02	$ -
3	LS	Adjustment of Change Order 1	1	$ (120,660.00)	$ (120,660.00)	1	$ (120,660.00)	$ -
4	LF	Adjustment of Change Order 2	1	$ (95,407.00)	$ (95,407.00)	1	$ (95,407.00)	$ -
5	CY	Rock Excavation (Trench)	74	$ 165.00	$ 12,210.00	74	$ 12,210.00	$ -
6	LS	Stripe Crosswalk	1	$ 1,800.00	$ 1,800.00	1	$ 1,800.00	$ -
				Change Order 3 - FINAL Total:	**$ 250,336.19**		**$ 250,336.19**	**$ -**

City of Fort Smith Engineering

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 17, 2026

SUBJECT: Final Payment to Forsgren, Inc. for the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1

SUMMARY

On November 19, 2025, the Board of Directors approved the bid of Forsgren, Inc. in the amount of $8,231,278.00, and a completion date of December 31, 2025 (R-210-24). The scope of this Consent Decree project includes remediation of approximately 3,794 linear feet of 8-inch and 200 linear feet of 12-inch sanitary sewer line replacement by pipe burst method, 2,331 linear feet of 8-inch and 603 linear feet of 12-inch remediation by CIPP; installation of 73 clean outs; replacement of 27 48-inch diameter manholes; lining of 38 manholes; and replacement of 17 manhole frame and covers. On June 17, 2025, the Board of Directors approved Change Order No.1 increasing the contract amount by $235,067.75 and extending the completion date by 60 days, revising the contract amount to $8,466,345.75 and substantial completion date to March 1, 2026 (R-101-25). On January 20, 2026, the Board of Directors approved Change Order No. 2 increasing the contract amount by $95,407.00 and extending the completion date by 50 days, revising the contract amount to $8,561,752.75 and a substantial completion date to April 21, 2026 (R-7-26). A project location map, a project summary sheet, and presentation are attached for your review.

This project was completed 7% above the original contract amount and 41 calendar days less than the original contract time.

The attached Resolution authorizes the Mayor to accept the project as complete and authorize final payment to Forsgren, Inc., in the amount of $507,657.44.

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. 8-4-26_Item_ID_2914_Resolution_Engineering-Utilities.pdf
2. 8-4-2026 ID 2914 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$507,657.44*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax*

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO FORSGREN, INC. FOR THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN S007, PROJECT NO. 17-12-C1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The construction of the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1 is hereby accepted as complete.

SECTION 2: Final payment to Forsgren, Inc. in the amount of $507,657.44 is hereby approved.

This Resolution adopted this _____ day of _____, 2026.

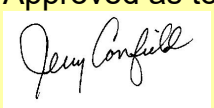
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



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Presentation

2016 SSA Remedial Measures, Sub-Basin S007

Project No. 17-12-C1

Project Cost and Schedule

- Project Cost
  - Original Construction Contract Amount: $8,231,278.00
  - Adjustments: $580,810.94
  - Final Contract Amount: $8,812,088.94
  - Completed 7% over Original Construction Amount

- Project Schedule
  - Notice to Proceed: December 19, 2024
  - Contract Completion Date: December 31, 2026
  - Adjusted Completion Date: April 21, 2026
  - Actual Completion Date: March 11, 2026
  - Completed 41 days under contract time

Funding: Water Utilities – 5/8% sales and Use Tax

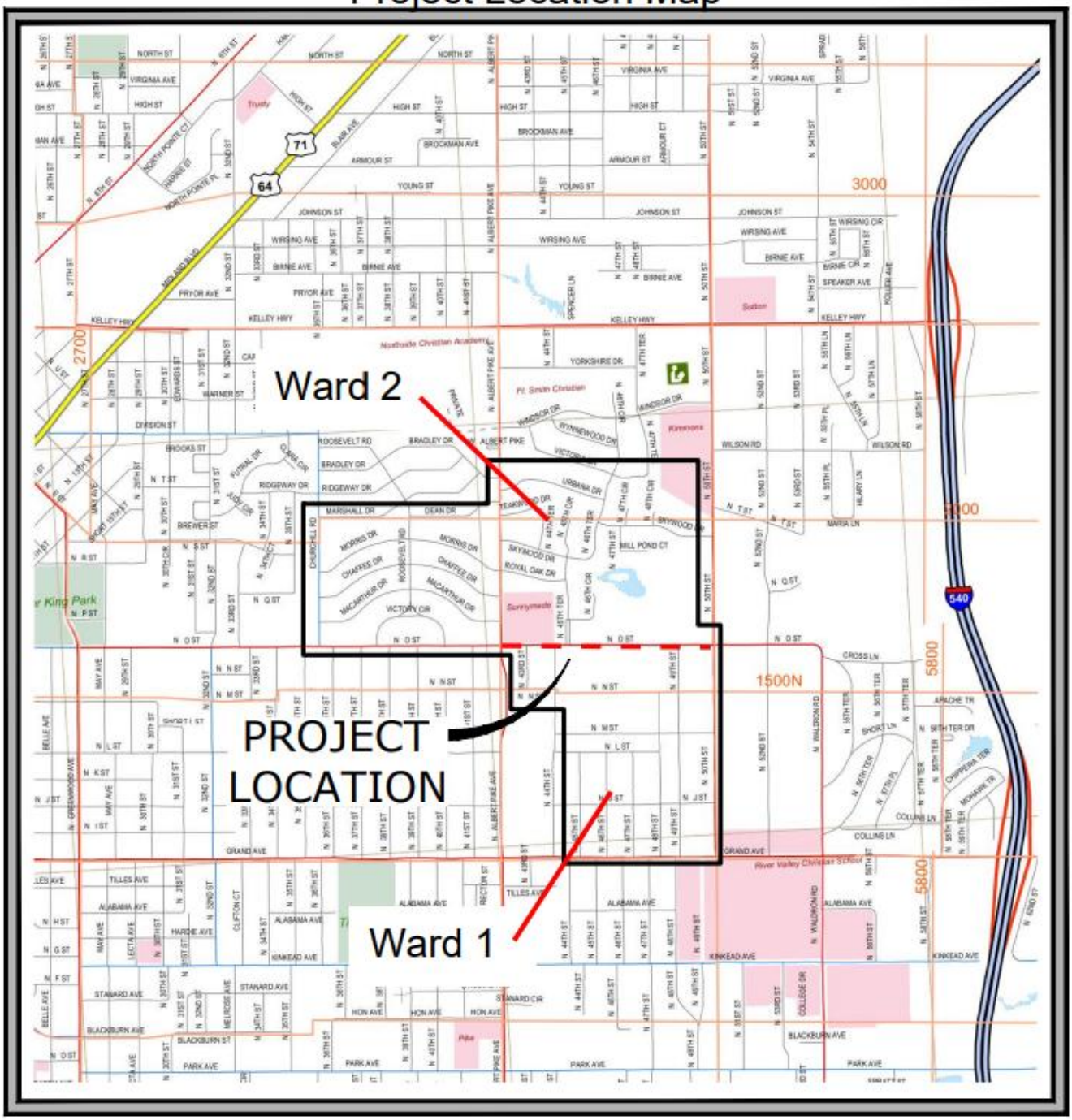
Scope of Work:

The scope of this Consent Decree project includes remediation of approximately 3,794 linear feet of 8-inch and 200 linear feet of 12-inch sanitary sewer line replacement by pipe burst method, 2,331 linear feet of 8-inch and 603 linear feet of 12-inch remediation by CIPP; installation of 73 clean outs; replacement of 27 48-inch diameter manholes; lining of 38 manholes; and replacement of 17 manhole frame and covers.

Project Information:

- Design Engineer: McClelland Consulting Engineers, Inc.; $338,095.00 (R-22-19)
- Construction Contractor: Forsgren, Inc.; $370,325.75 (R-210-24)
- Inspection Services (Part-Time): McClelland Consulting Engineers, Inc.; $74,924.00

Project Location Map





New Precast Manhole with Casting Frame



Pipe Installation with Tracer Wire



Pipe Installation with Service Wye



Temporary Steel Plates over Pipe Installation to Minimize Impact on Traffic

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 21, 2026

SUBJECT: 2016 SSA Remedial Measures, Sub-Basin P008, Phase II, Project No. 17-13-C2 Award of Bid

SUMMARY

This Consent Decree project includes the rehabilitation or replacement of approximately ninety (90) sanitary sewer manholes and 15,000 linear feet of 8-inch and 10-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project is attached. This contract is Phase 2 of 2 for Sub-Basin S008 which was originally presented as one contract for approval November 4, 2025. The Board rejected the bid amount ($17.4 million) as it considerably exceeded the engineer's estimate ($11.08 million) and requested the project be split into two smaller projects.

A total of five (5) bids were received for this Phase 2 project. The low bid for the project was submitted by Crawford Construction Company, in the amount of $7,581,600 and for a contract time of 450 days which is below the engineers' estimate of $9,819,715.00. A bid tabulation showing the bidders and their bid amounts is attached.

The attached Resolution authorizes the Mayor to execute a contract with Crawford Construction Company in the amount of $7,581,600 and for a contract time of 450 days. A brief timeline and history of the original bid, bid tabulation sheet, location maps are included in your packet for reference. The Phase 1 project was approved at the May 19 meeting. Splitting the project into two phases resulted in savings of $3.3 million on construction costs from the original bid.

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. 8-4-26_Item_ID_2920_Resolution_Engineering-Utilities.pdf
2. 8-4-26 Item ID 2920 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$7,581,600.00*
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 CRAWFORD CONSTRUCTION COMPANY FOR THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008, PHASE II, PROJECT NO. 17-13-C2

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The bid of Crawford Construction Company, for the 2016 SSA Remedial Measures, Sub-Basin P008, Phase II, Project No. 17-13-C2 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Crawford Construction Company in the amount of $7,581,600.00 and for a contract period of 450 days, for performing said construction.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

Timeline and History of Original Contract Project No. 17-13-2016 SSA Sub-Basin P008

The original project included rehabilitation or replacement of approximately 190 sanitary sewer manholes and 30,000 linear feet of 8-inch and 12-inch diameter sanitary sewer line

The original contract for this project was submitted to the Board on November 4, 2025. Three bids were received for the project with Timco Blasting submitting the lowest bid.

Inliner Solutions LLC	$23,114,232.63	
Timco Blasting Inc.*	$17,741,767.50	480 days
Morgan Contracting Inc.	$19,971,948.00	
Original Engineers Estimate	$11,084,400.00	HW

The original bid was **no**t approved by the Board 11/4/2025 over concerns with the difference between the engineers' estimate and the bid amounts. The Board requested the project be sent back for re-design into two smaller projects and re-bid.

The contract presented tonight is Phase 2 of 2 for Sub-Basin S008.

The contract for Phase I was approved by the Board May 19,2026 (R-108-26) to InLiner Solutions, a Notice to Proceed was issued for Phase I on July 14, 2026.

Splitting the projects into 2 Phases resulted in savings of $3,303,148.50 on construction from the original bid.

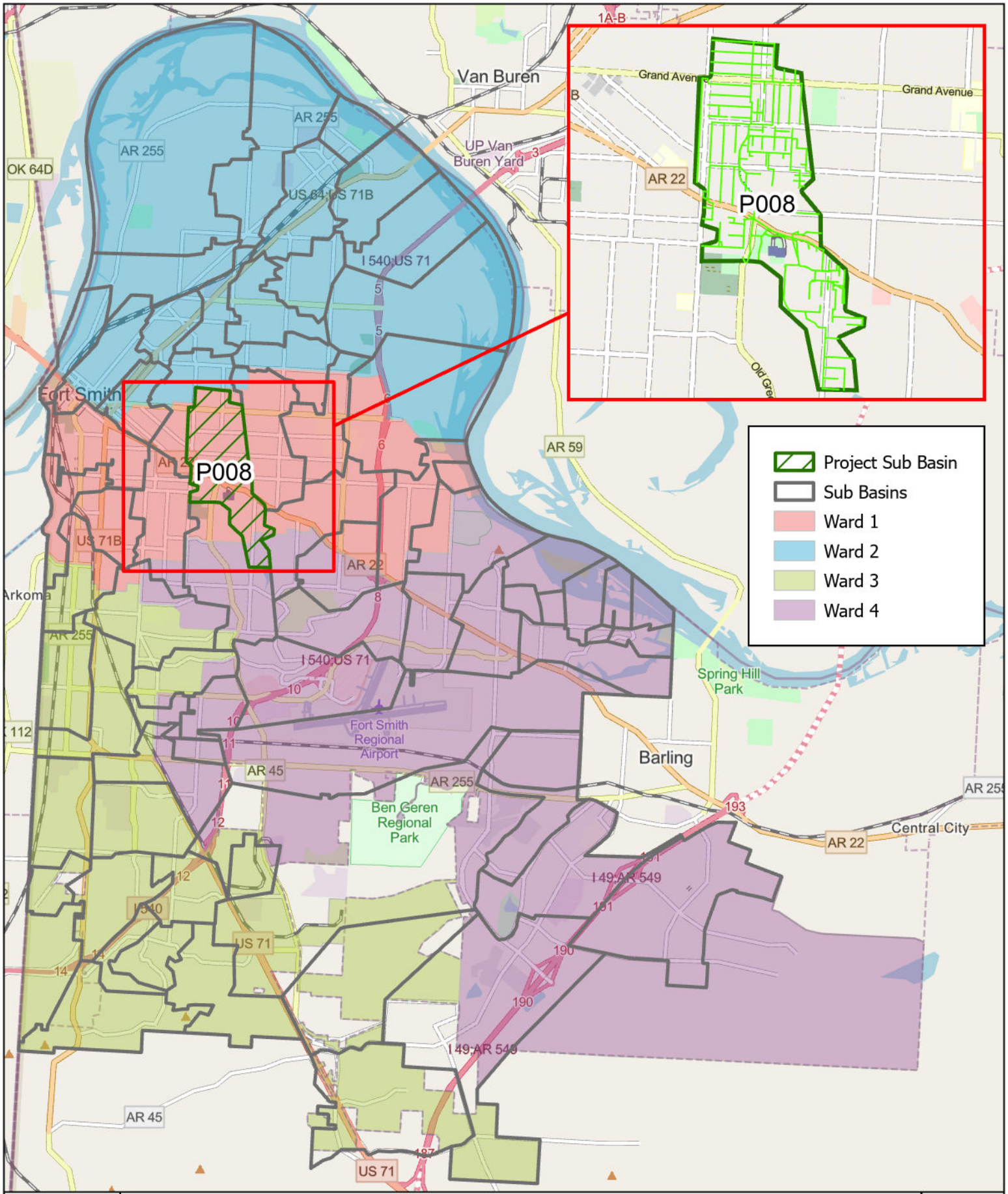
Bid Tabulation Sheet

Project Name
2016 SSA Remedial Measures – Sub-Basin P008 Phase II
17-13-C2

Bid Opening
July 16, 2026
10:00 A.M.

Bids Received

Crawford Construction Company Fort Smith, AR	$7,581,600.00
Goodwin & Goodwin, Inc. Fort Smith, AR	$7,912,388.00
Inliner Solutions, LLC Orleans, IN	$7,994,303.87
Forsgren, Inc. Fort Smith, AR	$8,495,262.50
Timco Blasting & Coatings, Inc. Bristow, OK	$10,439,251.00

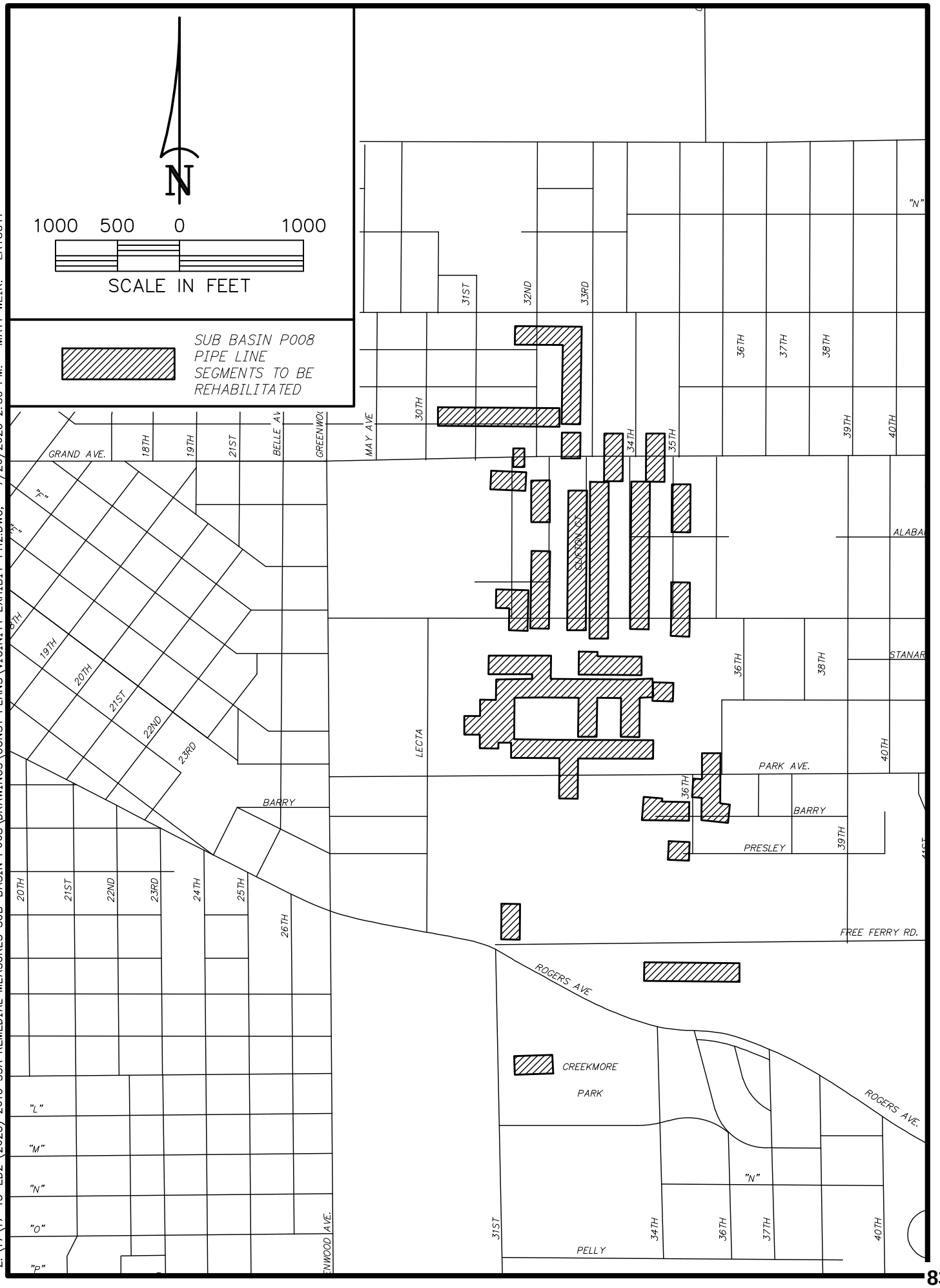


Sub-Basin

P008

17-13 - 2016 SSA Remedial Measures - Sub-Basin P008

Total Main Line Length in Project - 15,000 LF 90 Manholes



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\DRAWINGS\CONST PLANS\VICINITY EXHIBIT-PH2.DWG, 7/20/2026 2:56 PM. MATT WEIR. LAYOUT1

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 24, 2026

SUBJECT: Construction Observation for 2016 SSA Remedial Measures, Sub-Basin P008-Phase II, Project No.17-13-EC2

SUMMARY

This Consent Decree project includes the rehabilitation or replacement of approximately 90 sanitary sewer manholes and 15,000 linear feet of 8-inch and 10-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project is attached.

Hawkins-Weir Engineers, Inc. has been selected to provide Professional Engineering Services on this project. A copy of the consultant selection form for this project is attached.

Hawkins-Weir Engineers, Inc. has submitted a proposal for Professional Engineering Services on this project in the amount of $627,800.00. The scope of services includes review of submittals; assistance with the preparation of field orders and change orders; full-time construction observation for the duration of the construction phase; attendance at project meetings; and preparation of record drawings. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. in the amount of $627,800.00, with a total agreement duration of 450 calendar 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 have any questions or desire additional information.

ATTACHMENTS

1. 8-4-26_Item_ID_2921_Resolution_Engineering-Utilities.pdf
2. 8-4-26_Item_ID_2921_Attachment_Engineering_Utilities pdf.pdf

FISCAL IMPACT: *$627,800.00*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008-PHASE II, PROJECT NO. 17-13-EC2

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: An agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2016 SSA Remedial Measures, Sub-Basin P008-Phase II, Project No.17-13-EC2 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute an Agreement for professional services with Hawkins-Weir Engineers, Inc. in the amount of $627,800.00 and for a contract period of 450 days, for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

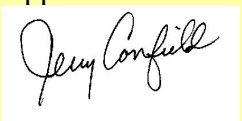
_____

Mayor

ATTEST:

_____
City Clerk

Approved as to form:



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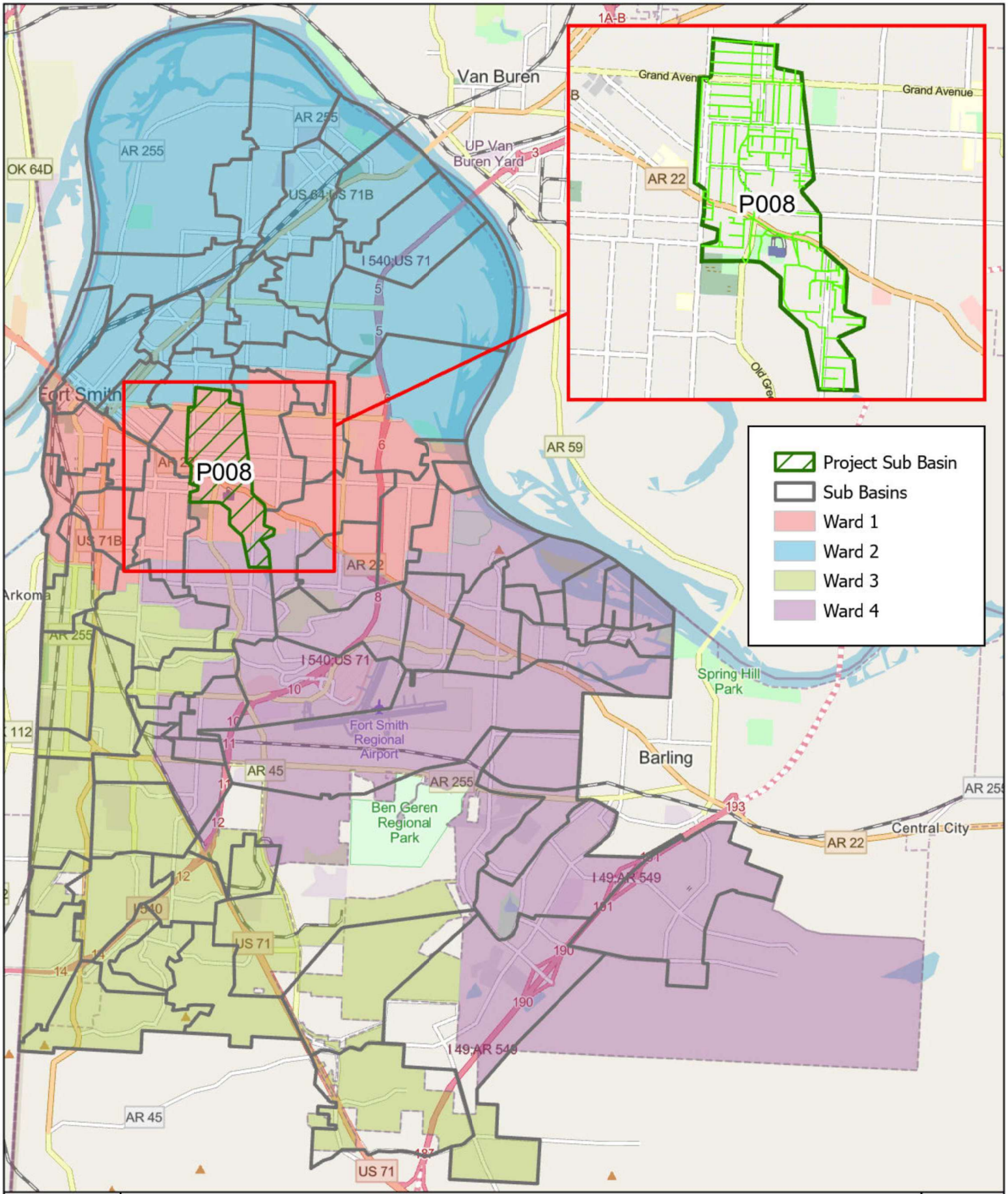

Sub-Basin

P008

17-13 - 2016 SSA Remedial Measures - Sub-Basin P008

Total Main Line Length in Project - 15,000 LF 90 Manholes

N

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INTER-OFFICE MEMO

TO: Project File **DATE:** October 01, 2025

FROM: Parth Modi

SUBJECT: 2016 SSA Remedial Measures Sub-Basin P008
Project Number: 17-13-EC1

In compliance with Section 2-182 paragraph (d) of the Fort Smith Municipal Code, from the available statements of qualifications from consulting engineers currently on file in the City Clerk's office, three (3) qualified firms were considered to provide the desired services. The following firms were considered for the above referenced project:

1. Hawkins-Weir Engineers, Inc.
2. Halff Associates, Inc.
3. McClelland Consulting Engineers, Inc.

Of these firms, the firm of Hawkins-Weir Engineers, Inc. is considered the best qualified and capable of performing the work.

P.J. Modi — 10/01/2025
Project Engineer — Date

Clinton D. Allen — 10/01/25
Program Manager of Water Utilities Engineering — Date

Kenneth Lahman — 10-1-25
Deputy Director of Water Utilities — Date

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

HAWKINS-WEIR ENGINEERS, 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 ***HAWKINS-WEIR ENGINEERS, INC. P. O. BOX 648, VAN BUREN, ARKANSAS 72957*** **(ENGINEER).** OWNER intends to employ ENGINEER to provide engineering services in connection with the ***2016 SSA Remedial Measures Sub-Basin P008 Phase 2*** **(Project Number 17-13-EC2)** (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 **Six Hundred Twenty-Seven Thousand Eight Hundred and 00/100 Dollars ($627,800.00)** 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 **450 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	Hawkins-Weir Engineers, Inc.
C/O Engineering Department	P. O. Box 648
623 Garrison Avenue	Van Buren, Arkansas 72957
Fort Smith, Arkansas 72901	

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
Tyler Eldridge, P.E. (Print Name)	Larry E. Yancey, P.E. (Print Name)
Title: Senior Project Engineer	Title: Vice President
Phone Number: 479.494.3946	Phone Number: 479.474.1227
Facsimile Number: 479.494.3909	Facsimile Number: 479.474.8531
E-Mail: tyler.eldridge@fortsmithar.gov	E-Mail: larry.yancey@hawkins-weir.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

_____
(City Clerk), Sherri Gard

Date Signed: _____

(SEAL)

Hawkins-Weir Engineers, Inc.
(Engineer - Company Name)

By: _____
Vice President

_____
(Corporate Secretary)

Barry K. McCormick, P.E.
(Witness)

Larry E. Yancey, P.E.
(Printed Name)

P. O. Box 648
(Mailing Address)

Van Buren Arkansas 72957
(City) (State) (Zip)

Certificate No. 101

State of: Arkansas

NOTE: If Engineer is a corporation, Corporation Secretary should attest.

Exhibit A Scope of Services
Construction Phase Services
2016 SSA Remedial Measures Sub-Basin P008 Phase 2
Fort Smith, Arkansas
Project No. 17-13-EC2
July 2026

Task Description

The scope of work will provide full-time construction observation and construction phase services for the 2016 SSA Remedial Measures Sub-Basin P008 Phase 2 project.

Task 1 – Construction Phase Services

1. Conduct a Pre-Construction Conference with the Owner and Contractor

2. Upload construction documents to the City of Fort Smith's e-Builder site

3. Monthly Consent Decree reporting to include updating items substantially complete on the project

4. Conduct up to five (5) Progress Meetings

    a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues

    b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants

5. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures

6. Provide daily work reports and collection of GIS data points

7. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner

8. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval

9. Conduct on-site meetings with the Contractor to interpret plans and resolve installation conficts

10. Review Contractor provided post CCTV inspection videos

11. Conduct as-built surveys of the completed improvements

12. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address

13. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives

Outside Services

The project is expected to require the services of two (2) sub-consultants: Fort Smith Blueprint and Ark-Con Testing Services. Fort Smith Blueprint will provide copying and reproduction services and Ark-Con Testing Services will provide materials testing during construction.

EXHIBIT B

Hawkins-Weir Engineers, Inc.

Hourly Rate Schedule: 2026

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer III	$145
Designer II	$135
Designer I	$120
Civil Eng. Assistant II	$100
Civil Eng. Assistant I	$90
Digital Design Manager	$150
BIM Modeler III	$145
BIM Modeler II	$135
BIM Modeler I	$125
CAD/GIS Technician III	$135
CAD/GIS Technician II	$125
CAD/GIS Technician I	$115
Construction Manager II	$150
Construction Manager I	$130
Construction Observer IV	$140
Construction Observer III	$120
Construction Observer II	$110
Construction Observer I	$100
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Administrative	$75

Reimbursable Expenses	
Mileage	$0.76/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

Exhibit C
Scope of Services Fee Proposal
Construction Phase Services
2016 SSA Remedial Measures Sub-Basin P008 Phase 2
Fort Smith, Arkansas
Project No. 17-13-EC2
July 2026

Task 1 - Construction Phase Services

2016 SSA Remedial Measures Sub-Basin P008 Phase 2 (17-13-EC2)

Task	Engr VII	Engr VI	Engr III	Engr I	Dsgnr II	CAD/GIS Tech III	Construction Mgr. I	Construction Observer III	Surveyor	GPS Survey	Survey Technician	CEA II	Total
Billing Rate (2026)	$275	$250	$175	$125	$135	$135	$130	$120	$175	$200	$50	$100	Hours
1. Conduct a Pre-Construction Conference with the Owner and Contractor	4	4	4					4				6	22
2. Upload construction documents to the City of Fort Smith's e-Builder site			40									40	80
3. Monthly Consent Decree reporting to include updating items substantially complete on the project		60										80	140
4. Conduct up to ten (5) Progress Meetings													0
a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues	10		20					36				24	90
b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants			16									24	40
5. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures	20	20	20	40			160	2,500					2,760
6. Provide daily work reports and collection of GIS data points								80		20	40	200	340
7. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner	10	20	40	40	40	60		40	20	20	20		310
8. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		20	40					60					120
9. Conduct on-site meetings with the Contractor to interpret plans and resolve installation conflicts	16		20				20						56
10. Review Contractor provided post CCTV inspection videos			80	80								40	200
11. Conduct as-built surveys of the completed improvements		20	20						20	80	100		240
12. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address		8	20				20	20					68
13. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives		8	20			60		20				26	134
TOTAL HOURS	60	160	340	160	40	120	200	2,760	40	120	160	440	4,600
TOTAL TASK 1 - CONSTRUCTION PHASE SERVICES													**$597,800**

Outside Services

2016 SSA Remedial Measures Sub-Basin P008 Phase 2 (17-13-EC2)

Item		Description	Total
1.	Fort Smith Blueprint	Copying and reproduction services	$5,000
2.	Ark-Con Testing Services	Materials testing	$25,000
		TOTAL ESTIMATED REIMBURSABLE EXPENSES	**$30,000**

Engineering Services Summary

2016 SSA Remedial Measures Sub-Basin P008 Phase 2 (17-13-EC2)

Task 1 - Construction Phase Services	$597,800
Outside Services	$30,000
TOTAL ENGINEERINEERING NOT TO EXCEED FEE	**$627,800**

EXHIBIT D

HAWKENG-01

TARAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2026

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	CONTACT NAME: CL Service Team #2 (xt. 0702)	
BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	PHONE (A/C, No, Ext): (479) 783-2255 0702	FAX (A/C, No): (479) 484-5185
	E-MAIL ADDRESS: BHCservice2@bhca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Employers Mutual Casualty Company	21415
INSURED	INSURER B : EMCASCO Insurance Company	21407
Hawkins-Weir Engineers, Inc.	INSURER C : Accident Fund National Ins Co	12305
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6W68047	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6E68047	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6J68047	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		100119068	11/1/2025	11/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			6C68047	11/1/2025	11/1/2026	Scheduled	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
17-13-EC2 2016 SSA Remedial Measures Sub-Basin P008 Phase 2
Construction Phase Services

CERTIFICATE HOLDER

City of Fort Smith Engineering-Utility
623 Garrison Avenue
Fort Smith, AR 72901

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



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EXHIBIT D

HAWKENG-01

TARAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2026

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 BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: CL Service Team #2 (xt. 0702) PHONE (A/C, No, Ext): (479) 783-2255 0702 FAX (A/C, No): (479) 484-5185 E-MAIL ADDRESS: BHCservice2@bhca.com
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Pacific Insurance Company 10046 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			21OH065549826	7/11/2026	7/11/2027	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
17-13-EC2 2016 SSA Remedial Measures Sub-Basin P008 Phase 2
Construction Phase Services

CERTIFICATE HOLDER

City of Fort Smith Engineering-Utility
623 Garrison Avenue
Fort Smith, AR 72901

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



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MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 29, 2026

SUBJECT: 2017 SSA Remedial Measures, Sub-Basin FL02-Phase I, Project No. 19-19-C1

SUMMARY

This is phase one (1) of three (3) for this project. Phases one and three will be remedial measures, while phase two is capacity improvements. The original project was presented to the Board for approval at the November 4, 2025 meeting where the bid was tabled and reviewed during a study session three times with a final decision by the Board being to split the project into smaller projects and rebid as the bid ($9.47 million) was considerably higher than the engineers estimate provided ($5.19 million).

This Consent Decree project consists of the remediation or replacement of approximately 7,630 linear feet of sanitary sewer pipes and 60 manholes in Sub-Basin FL02. A brief timeline and history of the original bid, bid tabulation sheet, recommendation letter from Hawkins Weir Engineers, and location map are included in your packet for reference.

A total of five (5) bids were received. The low bid for the project was submitted by Steep Creek, LLC. in the amount of $2,976,486.06, which is below the engineers' estimate of $4,773,750.00. for a contract time of 300 days.

The attached Resolution authorizes the Mayor to execute a Contract with Steep Creek, LLC in the amount of $2,976,486.06 and for a contract time of 300 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 have any questions or desire additional information.

ATTACHMENTS

1. 8-4-26_Item_ID_2931_Resolution_Engineering-Utilities.pdf
2. 8-4-26 Item ID 2931 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$2,976,486.06*
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 STEEP CREEK, LLC FOR THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN FL02-PHASE I, PROJECT NO. 19-19-C1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: The bid of Steep Creek, LLC, for the 2017 SSA Remedial Measures, Sub-Basin FL02-Phase I, Project No. 19-19-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Steep Creek, LLC in the amount of $2,976,486.06 and for a contract period of 300 days, for performing said construction.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

Timeline and History of Original Contract Project 19-19-2017 SSA Remedial Measures, Sub-Basin FL02

The original project included of the remediation or replacement of approximately 12,640 linear feet of sanitary sewer pipes and 130 manholes in the Sub-Basin FL02. An exhibit showing the location of the project is attached.

The original contract for this project was submitted to the Board on November 4, 2025. Two bids were received for the project with Morgan Contracting Inc. submitting the lowest bid.

Morgan Contracting Inc.	$9,111,352.00	
Timco Blasting & Coatings Inc.	$9,468,162.00	
Original Engineers Estimate	$5,191,000.00	(HW)

The original bid was rejected by the Board and moved to a Study Session held November 11, 2025, where it was tabled again to a Study Session on January 13, 2026. The Board directed the project to be split out and re-bid due to the gap between the engineers' estimate and the lowest bid submitted.

The contract presented tonight for approval is for Phase One (1) of Three (3) Phases for this project. Phases I and III will be remedial measures, while Phase II is capacity improvements.

HAWKINS WEIR ENGINEERS, INC.
Engineering Client Success

July 17, 2026 E-MAIL

Mr. Austin Pearcy, P.E.
City of Fort Smith Engineering - Utility
623 Garrison Avenue
Fort Smith, Arkansas 72901
austin/pearcy@fortsmithar.gov

Re: 2017 SSA Remedial Measures Sub-Basin FL02 Phase 1
Project No. 19-19-C1

Dear Mr. Pearcy:

Five (5) bids were received on Thursday, June 25, 2026, for the referenced project. Enclosed is a copy of the certified bid tabulation. The low bid was submitted by Steep Creek, LLC, for a total contract price of **$2,976,486.06**. This low bid is lower than our engineer's estimate of $4,773,750.00. We recommend that a construction contract for the referenced project be awarded to the low bidder, Steep Creek, LLC, for a total contract price of **$2,976,486.06**.

We understand that you will present these bids and our recommendation to the City Board of Directors during their August 4, 2026, meeting. We will be in attendance to answer any questions that may arise.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Larry E. Yancey, P.E.

LEY/gch
Enclosure: Certified Bid Tabulation

cc: Mr. Richard Hamrick, P.E.

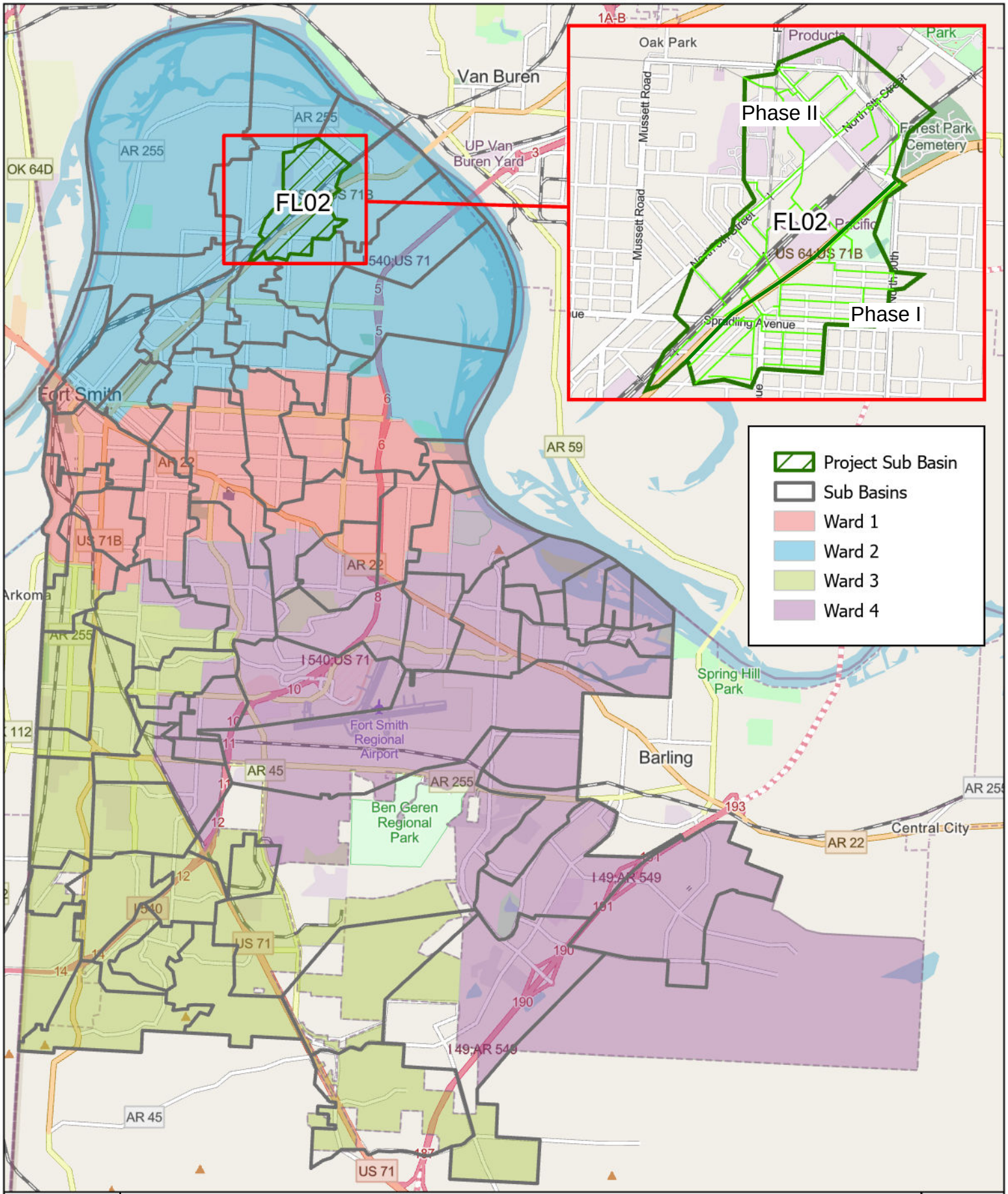
Bid Tabulation Sheet

Project Name
2017 SSA Remedial Measures, Sub-Basin FL02
19-19-C1

Bid Opening
June 25, 2026
10:00 AM

Bids Received

Steep Creek, LLC Greenbrier, AR	$ 2,976,486.06
Forsgren, Inc. Fort Smith, AR	$ 3,199,881.00
Crawford Construction Company Fort Smith, AR	$ 3,833,193.00
Goodwin & Goodwin, Inc. Fort Smith, AR	$ 4,737,097.50
Timco Blasting & Coatings, Inc. Bristow, OK	$ 5,671,051.00



Sub-Basin

FL02

19-19 - 2017 SSA Remedial Measures - Sub-Basin FL02
Phase I

Total Main Line Length in Project - 7,630 LF 60 Manholes

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineeing

DATE: July 27, 2026

SUBJECT: 2017 SSA Remedial Measures, Sub-Basin FL02, Phase 1-Construction Observation 19-19-EC1

SUMMARY

This is phase one (1) of three (3) for this project. Phases one and three will be remedial measures, while phase two is capacity improvements. The original project was presented to the Board for approval at the November 4, 2025 meeting where the bid was tabled and reviewed during a study session three times with a final decision by the Board being to split the project into smaller projects and rebid as the bid was higher than the engineers estimate provided. This Consent Decree project consists of the remediation or replacement of approximately 7,630 linear feet of sanitary sewer pipes and 60 manholes in Sub-Basin FL02. Hawkins Weir was selected to perform the construction observation for this project.

The attached Resolution authorizes the Mayor to execute an agreement with Hawkins Weir in the amount of $519,800.00 for a contract time of 300 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 have any questions or desire additional information.

ATTACHMENTS

1. 8-4-26_Item_ID_2933_Resolution_Engineering-Utilities.pdf
2. 8-4-26 Item ID 2933 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$519,800.00*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN FL02-PHASE 1, PROJECT NO. 19-19-EC1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: An agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2017 SSA Remedial Measures, Sub-Basin FL02-Phase 1, Project No.19-19-EC1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute an Agreement for professional services with Hawkins-Weir Engineers, Inc. in the amount of $519,800.00 and for a contract period of 300 days, for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

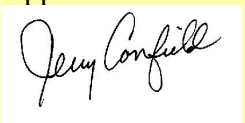
_____

Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

HAWKINS-WEIR ENGINEERS, 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 ***HAWKINS-WEIR ENGINEERS, INC. P. O. BOX 648, VAN BUREN, ARKANSAS 72957*** **(ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the ***2017 SSA Remedial Measures Sub-Basin FL02 Phase 1*** **(Project Number 19-19-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 **Five Hundred Nineteen Thousand Eight Hundred and 00/100 Dollars ($519,800.00)** 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 **300 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	Hawkins-Weir Engineers, Inc.
C/O Engineering Department	P. O. Box 648
623 Garrison Avenue	Van Buren, Arkansas 72957
Fort Smith, Arkansas 72901	

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
Tyler Eldridge, P.E. (Print Name)	Larry E. Yancey, P.E. (Print Name)
Title: Senior Project Engineer	Title: Vice President
Phone Number: 479.494.3946	Phone Number: 479.474.1227
Facsimile Number: 479.494.3909	Facsimile Number: 479.474.8531
E-Mail: tyler.eldridge@fortsmithar.gov	E-Mail: larry.yancey@hawkins-weir.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

_____
(City Clerk), Sherri Gard

Date Signed: _____

(SEAL)

HAWKINS-WEIR ENGINEERS, INC. CORPORATE SEAL ARKANSAS

Hawkins-Weir Engineers, Inc.
(Engineer - Company Name)

Barry K. McCormick
(Corporate Secretary)

By: _____
Vice President

Barry K. McCormick, P.E.
(Witness)

Larry E. Yancey, P.E.
(Printed Name)

P. O. Box 648
(Mailing Address)

Van Buren Arkansas 72957
(City) (State) (Zip)

Certificate No. 101

State of: Arkansas

NOTE: If Engineer is a corporation, Corporation Secretary should attest.

Rev. 04/22/2026

Exhibit A Scope of Services
Construction Phase Services
2017 SSA Remedial Measures Sub-Basin FL02 Phase 1
Fort Smith, Arkansas
Project No. 19-19-EC1
July 2026

Task Description

The scope of work will provide full-time construction observation and construction phase services for the 2017 SSA Remedial Measures Sub-Basin FL02 Phase 1 project.

Task 1 – Construction Phase Services

1. Conduct a Pre-Construction Conference with the Owner and Contractor
2. Upload construction documents to the City of Fort Smith's e-Builder site
3. Monthly Consent Decree reporting to include updating items substantially complete on the project
4. Conduct up to five (5) Progress Meetings
    a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues
    b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants
5. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures
6. Provide daily work reports and collection of GIS data points
7. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner
8. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval
9. Conduct on-site meetings with the Contractor to interpret plans and resolve installation conficts
10. Review Contractor provided post CCTV inspection videos
11. Conduct as-built surveys of the completed improvements
12. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address
13. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives

Outside Services

The project is expected to require the services of two (2) sub-consultants: Fort Smith Blueprint and Ark-Con Testing Services. Fort Smith Blueprint will provide copying and reproduction services and Ark-Con Testing Services will provide materials testing during construction.

EXHIBIT B

Hawkins-Weir Engineers, Inc.

Hourly Rate Schedule: 2026

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer III	$145
Designer II	$135
Designer I	$120
Civil Eng. Assistant II	$100
Civil Eng. Assistant I	$90
Digital Design Manager	$150
BIM Modeler III	$145
BIM Modeler II	$135
BIM Modeler I	$125
CAD/GIS Technician III	$135
CAD/GIS Technician II	$125
CAD/GIS Technician I	$115
Construction Manager II	$150
Construction Manager I	$130
Construction Observer IV	$140
Construction Observer III	$120
Construction Observer II	$110
Construction Observer I	$100
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Administrative	$75

Reimbursable Expenses	
Mileage	$0.76/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

Exhibit C
Scope of Services Fee Proposal
Construction Phase Services
2017 SSA Remedial Measures Sub-Basin FL02 Phase 1
Fort Smith, Arkansas
Project No. 19-19-EC1
July 2026

Task 1 - Construction Phase Services

2017 SSA Remedial Measures Sub-Basin FL02 Phase 1 (19-19-EC1)

Task Billing Rate (2026)	Engr VII $275	Engr VI $250	Engr III $175	Engr I $125	Dsgnr II $135	CAD/GIS Tech III $135	Construction Mgr. I $130	Construction Observer III $120	Surveyor $175	GPS Survey $200	Survey Technician $50	CEA II $100	Total Hours
1. Conduct a Pre-Construction Conference with the Owner and Contractor	4	4	4					4				6	22
2. Upload construction documents to the City of Fort Smith's e-Builder site			40									40	80
3. Monthly Consent Decree reporting to include updating items substantially complete on the project		60										80	140
4. Conduct up to ten (5) Progress Meetings													0
a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues	10		20					36				24	90
b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants			16									24	40
5. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures	20	20	20	40			160	1,600					1,860
6. Provide daily work reports and collection of GIS data points								80		20	40	200	340
7. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner	10	20	40	40	40	60		40	20	20	20		310
8. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		20	40					60					120
9. Conduct on-site meetings with the Contractor to interpret plans and resolve installation conflicts	16		20				20						56
10. Review Contractor provided post CCTV inspection videos			80	80								40	200
11. Conduct as-built surveys of the completed improvements		20	20						20	80	100		240
12. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address		8	20				20	20					68
13. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives		8	20			60		20				26	134
TOTAL HOURS	60	160	340	160	40	120	200	1,860	40	120	160	440	3,700
TOTAL TASK 1 - CONSTRUCTION PHASE SERVICES													**$489,800**

Outside Services

2017 SSA Remedial Measures Sub-Basin FL02 Phase 1 (19-19-EC1)

Item		Description	Total
1.	Fort Smith Blueprint	Copying and reproduction services	$5,000
2.	Ark-Con Testing Services	Materials testing	$25,000
		TOTAL ESTIMATED REIMBURSABLE EXPENSES	**$30,000**

Engineering Services Summary

2017 SSA Remedial Measures Sub-Basin FL02 Phase 1 (19-19-EC1)

Task 1 - Construction Phase Services	$489,800
Outside Services	$30,000
TOTAL ENGINEERINEERING NOT TO EXCEED FEE	**$519,800**

HAWKENG-01 GRACED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2026

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
BHC Insurance
5500 Euper Lane
P.O. Box 3529
Fort Smith, AR 72913-3529

CONTACT NAME: CL Service Team #2 (xt. 0702)
PHONE (A/C, No, Ext): (479) 783-2255 0702 FAX (A/C, No): (479) 484-5185
E-MAIL ADDRESS: BHCservice2@bhca.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B : EMCASCO Insurance Company	21407
INSURER C : Accident Fund National Ins Co	12305
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren, AR 72957-0648

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6W68047	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6E68047	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6J68047	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			100119068	11/1/2025	11/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			6C68047	11/1/2025	11/1/2026	Scheduled	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
19-19-EC1 2017 SSA Remedial Measures Sub-Basin FL02 Phase 1
Construction Phase Services

CERTIFICATE HOLDER

City of Fort Smith Engineering-Utility
623 Garrison Avenue
Fort Smith, AR 72901

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

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HAWKENG-01 GRACED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2026

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PRODUCER
BHC Insurance
5500 Euper Lane
P.O. Box 3529
Fort Smith, AR 72913-3529

CONTACT NAME: CL Service Team #2 (xt. 0702)
PHONE (A/C, No, Ext): (479) 783-2255 0702 FAX (A/C, No): (479) 484-5185
E-MAIL ADDRESS: BHCservice2@bhca.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pacific Insurance Company	10046
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren, AR 72957-0648

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			21OH065549826	7/11/2026	7/11/2027	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
19-19-EC1 2017 SSA Remedial Measures Sub-Basin FL02 Phase 1
Construction Phase Services

CERTIFICATE HOLDER

City of Fort Smith Engineering-Utility
623 Garrison Avenue
Fort Smith, AR 72901

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AUTHORIZED REPRESENTATIVE

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MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 27, 2026

SUBJECT: Update to Property Owner, Tract 6-2023 SSA Remedial Measures, Sub-Basin Z003, Project 25-12

SUMMARY

As part of the pre-construction phase for this project, an update to a property owner is required for the Sewer Utility Easement below. The update is to correct the property owner's name only, the parcel, easement location and offer have not changed.

Prior Owner-Approved July 7, 2026, R-133-26
Tract 6 – Wanda L Ogden – 8701 S 30th Ter – PAR# 14385-0339-00000-00

Current Owner
Tract 6 – Linda Sue Davenport – 8701 S 30th Ter – PAR# 14385-0339-00000-00

Ms. Davenport purchased this property July 8, 2021; however, when the property search was done, the county still listed the property to still be in the name of Wanda Ogden on parcel detail report. The current owner, Linda Sue Davenport was listed as property owner on second page. There is no change to the property address, easement take or offer of $100.00.

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. 8-4-26_Item_ID_2952_Resolution_Engineering-Utilities.pdf
2. 8-4-26_Item_ID_2952_Attachment_Engineering-Utilities.pdf

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-133-26 REGARDING THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12

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

SECTION 1: Resolution R-133-26 is hereby amended to correctly identify the property owner of Tract 6, Parcel No. 14385-0339-00000-00 to be Linda Sue Davenport.

SECTION 2: The acquisition of the Tract 6 Sewer Utility Easement for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12 is hereby confirmed.

This Resolution adopted this _____ day of August 2026.

APPROVED:

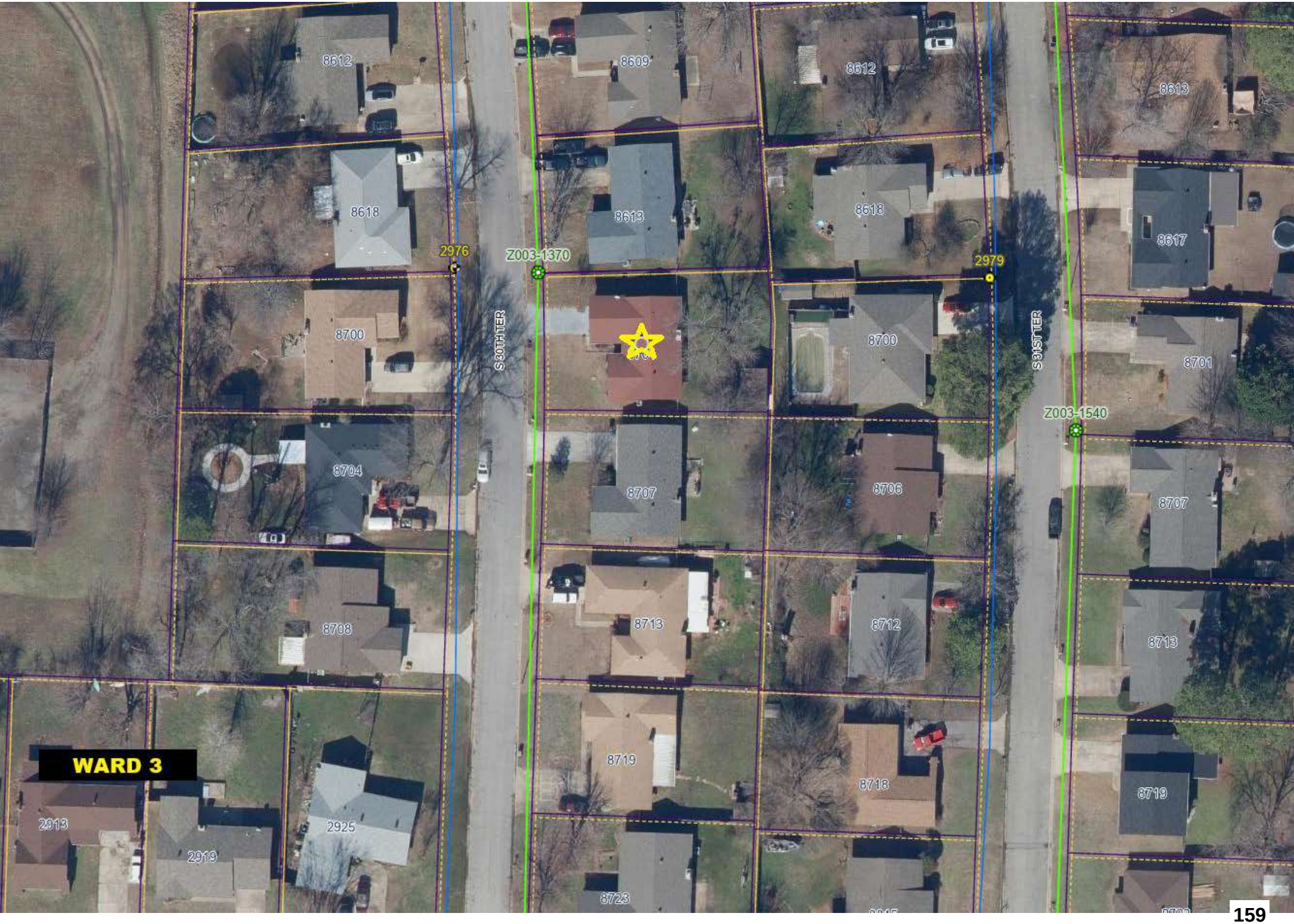
_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:

_____npr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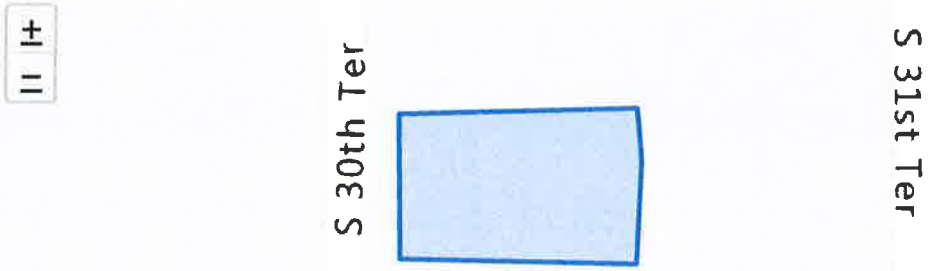
Parcel Detail Report

Created: 6/10/2026 8:05:33 AM

Basic Information

Parcel Number:	14385-0340-00000-00
County Name:	Sebastian County
Property Address:	OGDEN, WANDA L 8701 S 30TH TER FORT SMITH, AR 72903-8789
Mailing Address:	OGDEN, WANDA L 8701 S 30TH TER FORT SMITH AR 72903-8789
Collector's Mailing Address :	COTALITY MORTGAGE 3001 HACKBERRY RD IRVING, TX 75063
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	10-07-32
Lot/Block:	340/
Subdivision:	KINGSWOOD SOUTH #1
Legal Description:	LOT 340
School District:	99FS FORT SMITH CITY
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Parcel Boundary



Leaflet | © 2026 Microsoft, © 2026 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
BASE LOT	0.21 acres [0 sqft]	73		121	0	

Valuation Information

Entry	Appraised	Assessed
Land:	25,000	5,000
Improvements:	150,415	30,083
Total Value:	175,415	35,083
Taxable Value:		22,930
Millage:		0.0575
Estimated Taxes:		$1,318.48
Assessment Year:		2025

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
2025	Current	$1,318.47	-$1,318.47	$0.00
2024	Current	$1,210.51	-$1,210.51	$0.00
2023	Current	$1,210.51	-$1,210.51	$0.00
2022	Current	$1,210.51	-$1,210.51	$0.00
2021	Current	$419.81	-$419.81	$0.00
2020	Current	$419.81	-$419.81	$0.00
2019	Current	$419.81	-$419.81	$0.00
2018	Delinquent	$444.81	-$444.81	$0.00
2017	Current	$368.72	-$368.72	$0.00
2016	Current	$368.72	-$368.72	$0.00
2015	Current	$368.72	-$368.72	$0.00
2014	Current	$368.72	-$368.72	$0.00
2013	Current	$368.72	-$368.72	$0.00
2012	Current	$368.72	-$368.72	$0.00
2011	Current	$368.73	-$368.73	$0.00
2010	Current	$368.73	-$368.73	$0.00
2009	Current	$368.73	-$368.73	$0.00
2008	Current	$368.73	-$368.73	$0.00
2007	Current	$368.73	-$368.73	$0.00
2006	Current	$418.73	-$418.73	$0.00

Receipts

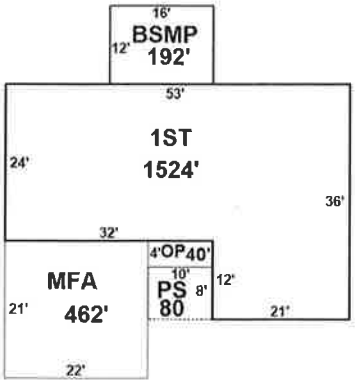
Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
9484	Current	2025	4/23/2026	$0.00	$0.00	$18,669,062.92	**$18,669,062.92**
4277	Current	2024	4/22/2025	$0.00	$0.00	$17,933,977.71	**$17,933,977.71**
9211	Current	2023	4/17/2024	$0.00	$0.00	$18,145,974.71	**$18,145,974.71**
8681	Current	2022	4/25/2023	$0.00	$0.00	$16,716,066.17	**$16,716,066.17**
4850	Current	2021	4/14/2022	$0.00	$0.00	$14,972,540.68	**$14,972,540.68**
24332	Current	2020	7/20/2021	$0.00	$419.81	$0.00	**$419.81**
9363	Current	2019	6/1/2020	$0.00	$508.35	$0.00	**$508.35**
14094173	Delinquent	2018	5/15/2020	$0.00	$628.30	$0.00	**$628.30**
36491	Current	2017	10/4/2018	$0.00	$368.72	$0.00	**$368.72**
35172	Current	2016	10/6/2017	$0.00	$368.72	$0.00	**$368.72**
34082	Current	2015	10/5/2016	$0.00	$368.72	$0.00	**$368.72**
31588	Current	2014	10/6/2015	$0.00	$218.72	$0.00	**$218.72**
25240	Current	2014	9/23/2015	$0.00	$150.00	$0.00	**$150.00**
14006402	Current	2013	10/7/2014	$0.00	$368.74	$0.00	**$368.74**
28288	Current	2012	9/26/2013	$0.00	$168.72	$0.00	**$168.72**
24726	Current	2012	9/11/2013	$0.00	$200.00	$0.00	**$200.00**
48650	Current	2011	10/29/2012	$0.00	$36.87	$0.00	**$36.87**
48095	Current	2011	10/22/2012	$0.00	$368.73	$0.00	**$368.73**
12074	Current	2010	5/9/2011	$0.00	$368.73	$0.00	**$368.73**
17854	Current	2009	7/14/2010	$0.00	$118.73	$0.00	**$118.73**
14571	Current	2009	6/1/2010	$0.00	$100.00	$0.00	**$100.00**
13351	Current	2009	5/17/2010	$0.00	$150.00	$0.00	**$150.00**
13812	Current	2008	5/28/2009	$0.00	$168.73	$0.00	**$168.73**
11441	Current	2008	5/4/2009	$0.00	$200.00	$0.00	**$200.00**
24091	Current	2007	9/22/2008	$0.00	$368.73	$0.00	**$368.73**
14044	Current	2006	7/16/2007	$0.00	$418.73	$0.00	**$418.73**

Sales History

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
7/14/2021	7/8/2021	166,000	WYATT, LINDA & JIM & KING, CECIL & NORMA & KING, JERRY & ES	DAVENPORT, LINDA SUE	2021	18232	WD(WARRANTY DEED)
3/11/2021	3/8/2021	0	OGDEN, WANDA L ESTATE	WYATT, LINDA* ET AL	2021	6056	FD(FIDUCIARY DEED)
4/30/2007	4/30/2007	0	OGDEN DAVID L SR & WANDA L	OGDEN WANDA L		7216047	QC(QUIT CLAIM DEED)
4/13/1999	4/13/1999	0	OGDEN, DAVID L SR & WANDA *	OGDEN DAVID L SR & WANDA L	680	933	WD(WARRANTY DEED)
6/10/1980	6/10/1980	0	GUNTER BOBBY J & WANDA L	KING WANDA L	410	777	WD(WARRANTY DEED)
11/4/1977	11/4/1977	40,000	BRIDGES, SHANNON D & HELEN	GUNTER BOBBY J & WANDA L	381	904	WD(WARRANTY DEED)

Improvement Information
Residential Improvements
Residential Improvement #1





Living Area 1st Floor	1,524	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	**1,524**	**Basement Total SF**	**0**

Occupancy Type:	Single Family
Grade:	D4+5
Story Height:	1 Story
Year Built:	1974
Effective Age:	
Construction Type:	Masonry
Roof Type:	Fiberglass
Heat / AC:	Central
Fireplace:	1 Single 1-Story Average
Bathrooms:	2 full 0 half
Foundation Type:	Slab
Floor Type:	Elevated Slab
Floor Covering:	carpet: 1,524 sq ft

Additive Items:

Additive Item	Quantity	Size	Description
MFA		462	21 x 22 MAS FIN ATTACHED
PS		80	8 x 10 PATIO SLAB
OP		40	4 x 10 OPEN PORCH

Outbuildings / Yard Improvements:

OBYI Item	Quantity	Size	Description
CDW	544		CONCRETE DRIVEWAY
SUBF FLAT	240	20 x 12	

2023 SSA Remedial Measures, Sub-Basin Z003
Project # 25-12
Tract#: 6
Date: May 21, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THERE PRESENTS:

That I, **Linda Sue Davenport**, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Fort Smith, Arkansas, a municipal corporation, its agents, successors, and assigns, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

The North 8.00 feet of the West 10.00 feet of Lot 340, Replat Kingswood South, City of Fort Smith, Sebastian County, Arkansas.

See Exhibit A attached hereto and hereby made a part of this instrument,

with rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEES forever.

GRANTORS shall have the right to use the surface of the property above described as long as GRANTORS wish, provided, that GRANTORS shall not interfere with the use thereof by GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

After completion of construction, Grantees shall restore the land in this permanent easement to as near its original condition as possible, subject to both parties acting in a reasonable manner. The consideration paid by GRANTEES is received and accepted by GRANTORS in full satisfaction of every right hereby conveyed.

GRANTORS do hereby covenant with GRANTEES that GRANTORS are lawfully seized and possessed of the real estate above described and that GRANTORS have a good and lawful right to convey the same or any part thereof.

It is hereby understood that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 20_____.

_____
Linda Sue Davenport

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____

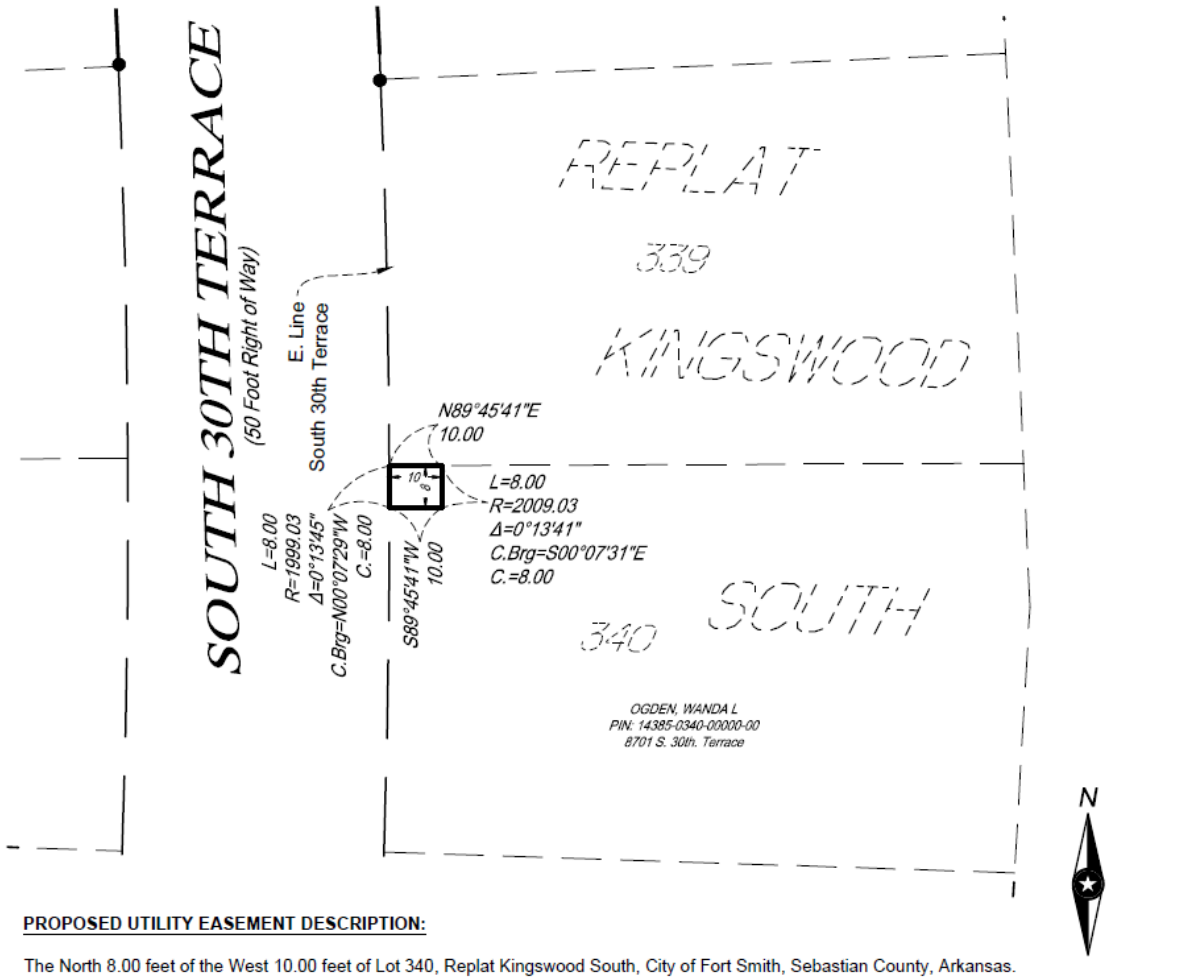
On this _____ day of _____, 20_____, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of _____, 20_____.

_____
Notary Public

My Commission Expires:

Easement No.: Lot 340 Replat Kingswood South



PROPOSED UTILITY EASEMENT DESCRIPTION:

The North 8.00 feet of the West 10.00 feet of Lot 340, Replat Kingswood South, City of Fort Smith, Sebastian County, Arkansas.

0 15 30
SCALE IN FEET

NOTES:

1. This survey does not purport to show all easements or encumbrances that affect the described property.
2. No title documentation was provided to aid in the preparation of this survey.
3. This exhibit is a sketch descriptive only of the size, shape and location of the proposed easement and does not constitute a plat or survey of the grantor's property.
4. The orientation of this bearing system is based on Arkansas State Plane North Coordinate System.
5. Easement Area = 80 sq. ft.

DRAWN BY: BDL
PLOT DATE: 4/1/26
CAD FILE NAME: 2003.DWG
PROJECT NO.: 25-33679

ISG

UTILITY EASEMENT EXHIBIT

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106
Rogers, AR 72758

Phone No.: 479.974.1691

Project No.: 25-33679

Survey Date: April-May, 2026

PROJECT
CITY OF FORT SMITH
SANITARY SUB BASIN Z003
FORT SMITH, ARKANSAS

SHEET **1** OF 1

Property Valuation Report

Property Owner(s): **Tract 6 - Linda Sue Davenport**

Property Address: **8701 S 30th Ter**
Fort Smith, AR

Type of Acquisition: **Sewer Utility Easement**
*Method of Property Valuation: Calculated at $1.00 a sqft @ 50% value for SUE. Based off average property sales in the area. All valuations under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. SUE: **80** sqft 1.00 per sqft
50% value equals $ 40.00

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items:

To be replaced by contractor

Total Calculation of Value to be paid to Property Owner: **$ 100.00 Sewer Utility Easement**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

July 27, 2026

To **Linda Sue Davenport**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **8701 S 30th Ter, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z003**, will have an impact on your property. An exhibit showing the sewer utility easement area across your property is enclosed. The consideration being offered by the City is **$100.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **8/4/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-12: 2023 SSA Remedial Measures – Sub-Basin Z003

Property Tract Number is –

Tract 6

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

Chad Bethel
Real Property/Land Manager
The City of Fort Smith Utility Department
Enclosures

CONSENT DECREE

RESOLUTION NO. **R-133-26**

RESOLUTION AUTHORIZING ACQUISITION OF SEWER UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS IN CONNECTION WITH THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12

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

SECTION 1: The following values for the acquisition of sewer utility and temporary construction easements for construction purposes for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project Number 25-12 are approved, and acquisition of the easements for the amounts listed are hereby authorized for a total of $5,762.00:

Tract 1 – Perry Douglas Gammill – PAR#14385-0335-00000-00 - $385.00
Tract 2 – Mark & Tracy M Smithson – PAR#14385-0336-00000-00 - $385.50
Tract 3 – Joseph F & Mary K Sebastian – PAR#14385-0337-00000-00 - $386.50
Tract 4 – Michael Dean Moss – PAR#14385-0338-00000-00 - $374.50
Tract 5 – Michael Taylor – PAR#14385-0339-00000-00 - $370.50
Tract 6 – Wanda L Ogden – PAR#14385-0339-00000-00 - $100.00
Tract 7 – Nicole J Alson & Darrick M Church Jr – PAR#13290-0023-00000-00 - $100.00
Tract 8 – Sara Anne Ratliff Cueto – PAR#13290-0024-00000-00 - $100.00
Tract 9 – Jacob P Schott – PAR#13290-0025-00000-00 - $100.00
Tract 10 – Joaquin Kevin Morland – PAR#13290-0040-00000-00 - $100.00
Tract 11 – Roman Cervantes & Ma A Aguilar De Cervantes Arredondo – PAR# 13290-0041-00000-00 - $100.00
Tract 12 – Michael & Vanessa Waldron – PAR#13290-0169-00000-00 - $100.00
Tract 13 – Kyle Morrow – PAR#13290-0179-00000-00 - $100.00
Tract 14 – Shawn Griffin – PAR#13290-0180-00000-00 - $100.00
Tract 15 – Dung Quoc Vo & Linh Luong – PAR#13290-0181-00000-00 - $100.00
Tract 16 – Anthony L & Marilyn Allen – PAR#13290-0182-00000-00 - $100.00
Tract 17 – Christopher D Moore – PAR#13290-0215-00000-00 - $100.00
Tract 18 – William R & Doris J Inness – PAR#13290-0216-00000-00 - $100.00
Tract 19 – Khanh & Van Qui & Thang Nguyen – PAR#13290-0217-00000-00 - $100.00
Tract 20 – Daniel Trinidad – PAR#13290-0218-00000-00 - $100.00
Tract 21 – Brian Smith – PAR#13290-0219-00000-00 - $130.00
Tract 22 – Holy Grounds Investments, LLC – PAR#13290-0220-00000-00 - $150.00
Tract 23 – Billy & Natalie J Johnson – PAR#13290-0221-00000-00 - $150.00
Tract 24 – Marion E & Brenda McKinzie – PAR#13290-0222-00000-00 - $130.00
Tract 25 – Mary Anne Rush – PAR#13290-0251-00000-00 - $100.00
Tract 26 – Jennifer R Broyles – PAR#13290-0252-00000-00 - $100.00
Tract 27 – Dung Anh & Thi Nga Pham Tran – PAR#13290-0253-00000-00 - $100.00

Tract 28 – Sang Chung – PAR#14385-0287-00000-00 - $100.00
Tract 29 – Brett Walker – PAR#14385-0288-00000-00 - $100.00
Tract 30 – Daniel C Bearden Revocable Trust – PAR#14385-0289-00000-00 - $100.00
Tract 31 – Brandon Atkeison – PAR#14385-0290-00000-00 - $100.00
Tract 32 – Rick & Roselee Hamilton – PAR#14385-0291-00000-00 - $100.00
Tract 33 – Juan J Perez – PAR#14385-0314-00000-00 - $100.00
Tract 34 – VFAMILY LLC – PAR#14385-0315-00000-00 - $100.00
Tract 35 – Charla Stracener – PAR#14385-0316-00000-00 - $100.00
Tract 36 – Elmer O Reyes – PAR#14385-0317-00000-00 - $100.00
Tract 37 – Brian & Mariah Rauser – PAR#14385-0318-00000-00 - $100.00
Tract 38 – Savathvongxay & Brandon Souksavath – PAR#14385-0319-00000-00 - $100.00
Tract 39 – B&B Electric Co Inc – PAR#14402-0355-00000-00 - $100.00
Tract 40 – Suzanne M Clayton – PAR#14402-0367-00000-00 - $100.00
Tract 41 – Matthew L & Kathy D Fox – PAR#17264-0449-00000-00 - $100.00
Tract 42 – Cavanaugh Free Will Baptist Church, Inc – PAR#13308-0001-00000-00 - $100.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

SECTION 3: In the event the easements described herein cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary easements herein described and make deposits of just compensation of the values of the easements listed herein. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this 7th day of July, 2026.

APPROVED:

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

npr

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 27, 2026

SUBJECT: Amend R-133-26 to correct square footage of easement and acquisition of a Sewer Utility Easement-23 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12

SUMMARY

As part of the pre-construction phase for this project, an update to a Temporary Construction Easement (TCE) and an additional Sewer Utility Easement (SUE) are required for Tract 13 listed below. The update to the Temporary Construction Easement is to amend the square footage from 375 square feet to 275 square feet and the addition of a Sewer Utility Easement for Tract 13, parcel number listed below:

Tract 13 – Kyle Morrow – 3309 Grinnell Ave – Parcel No. 13290-0179-00000-00

SUE/TCE Total: $340.50
Prior TCE – 325 square feet - $100.00
Updated TCE – 275 square feet - $100.00
Additional SUE – 481 square feet - $240.50

The prior temporary construction easement for 325 square feet was approved with R-133-26.

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. 8-4-26 Item ID 2854 Resolution Engineering-Utilities (002).pdf
2. 8-4-26_Item_ID_2954_Attachment_Engineering-Utilities pdf.pdf

FISCAL IMPACT: *$340.50*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-133-26 AND AUTHORIZING ACQUISTION OF A SEWER UTILITY EASEMENT IN CONNECTION WITH THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12

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

SECTION 1: Resolution R-133-26 is hereby amended to correctly identify the square feet for the Temporary Construction Easement (TCE) of Tract 13, Parcel No.13290-0179-00000-00 to 275 square feet.

SECTION 2: The following value for the acquisition of a Sewer Utility Easement for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12, incorporated herein by reference, is approved and acquisition of said easement for the value listed below is hereby authorized:

Tract	Parcel	Owner	Value
13	13290-0179-00000-00	Kyle Morrow	$340.50

SECTION 3: The acquisition of the Tract 13 Sewer Utility Easement for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12 is hereby confirmed.

This Resolution adopted this _____ day of August 2026.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:



_____npr


WARD 3
FURMAN AVE
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HOLYOKE AVE
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3405
3401

2023 SSA Remedial Measures
Sub-Basin Z003
Project No 25-12
City Tract No. 13
Date: July 27, 2026

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I**, Kyle Morrow,** their heirs, successors, and/or assigns, (hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and/or assigns, (hereinafter referred to as "GRANTEE"), a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area, and to remove bushes, undergrowth and other obstructions interfering with the construction of a said project, together with the rights of ingress and egress to and from the same upon the following described lands situated in the City of Fort Smith, Sebastian County, State of Arkansas, to wit:

The southerly 5.00 feet of the Easterly 55.00 feet of Lot 179, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

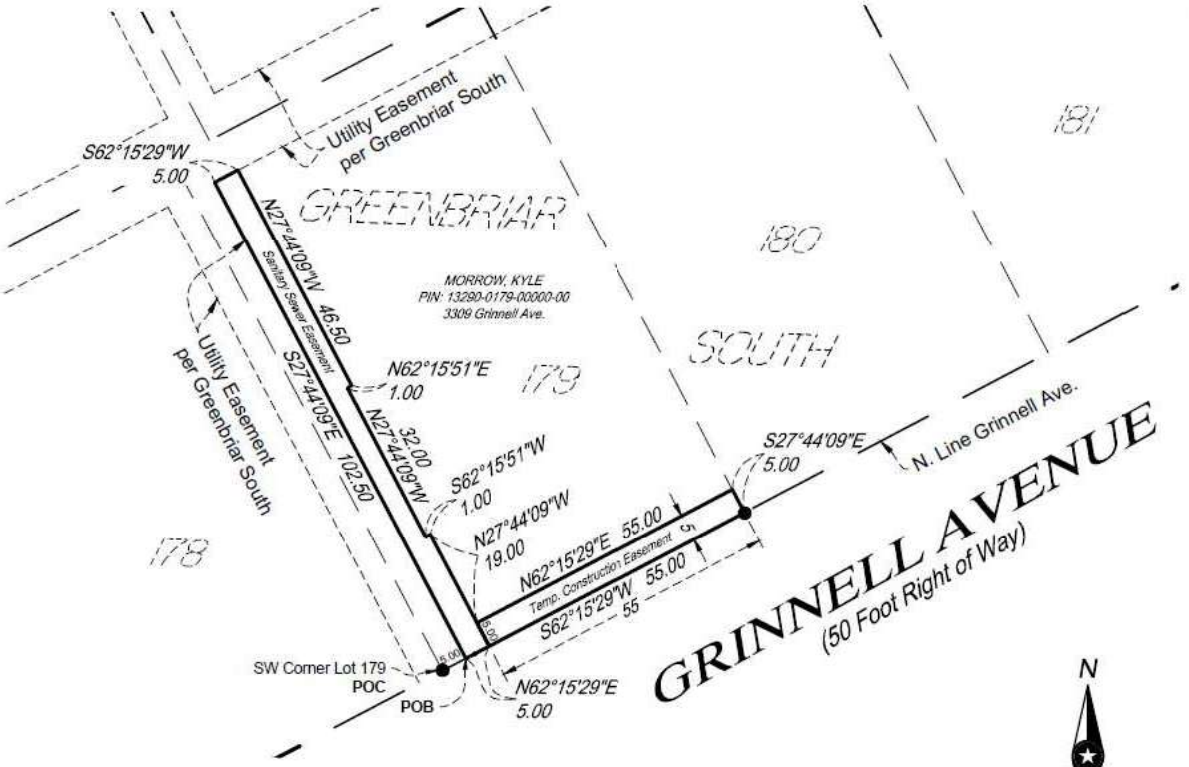
This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

WITNESS our hands and seals on this ____ day of _____, 20_____.

_____

Kyle Morrow

Easement No.: Lot 179 Replat Greenbriar South



PROPOSED SANITARY SEWER EASEMENT DESCRIPTION:

That Part of Lot 179, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas, described as follows:

Commencing at the southwest corner of said Lot 179; thence North 62 degrees 15 minutes 29 seconds East on the north line of Grinnell Avenue, 5.00 feet to the point of beginning; thence North 62 degrees 15 minutes 29 seconds East on said north line, 5.00 feet; thence North 27 degrees 44 minutes 09 seconds West, 24.00 feet; thence South 62 degrees 15 minutes 51 seconds West, 1.00 feet; thence North 27 degrees 44 minutes 09 seconds West, 32.00 feet; thence North 62 degrees 15 minutes 51 seconds East, 1.00 feet; thence North 27 degrees 44 minutes 09 seconds West, 46.50 feet; thence South 62 degrees 15 minutes 29 seconds West, 5.00 feet; thence South 27 degrees 44 minutes 09 seconds East, 102.50 feet to the point of beginning.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

The southerly 5.00 feet of the easterly 55.00 feet of Lot 179, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas.

NOTES:

1. This survey does not purport to show all easements or encumbrances that affect the described property.
2. No title documentation was provided to aid in the preparation of this survey.
3. This exhibit is a sketch descriptive only of the size, shape and location of the proposed easement and does not constitute a plat or survey of the grantor's property.
4. The orientation of this bearing system is based on Arkansas State Plane North Coordinate System.
5. Sanitary Sewer Easement Area = 481 sq. ft.
6. Temporary Construction Easement Area = 275 sq. ft.

REVISED: 6/23/2026 - RK

EASEMENT EXHIBIT

ISG

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106 Rogers, AR 72758

Phone No.: 479.974.1601

Project No.: 25-03679

Survey Date: April-May, 2026

PROJECT

CITY OF FORT SMITH
SANITARY SUB BASIN Z003

FORT SMITH, ARKANSAS

SHEET 1 OF 1

PROJECT NO.: 25-03679 CAD FILE NAME: EXHIBIT PLOT DATE: 6/23/26 DRAWN BY: RBC

July 27, 2026
25-12: 2023 SSA Remedial Measures – Sub-Basin Z003
Tract 13

Direction of Payment

I, **Kyle Morrow,** do hereby authorize all monetary consideration derived from the granting of a Temporary Construction Easement to the City of Fort Smith, Arkansas, to be paid as follows:

100% Kyle Morrow

Legal for said property where easement is established as listed below.

TEMPORARY CONSTRUCTION EASEMENT

The southerly 5.00 feet of Lot 179, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas.

Executed and made effective this _____ day of _____, 20_____.

_____
Kyle Morrow

ACKNOWLEDGEMENT

STATE OF ARKANSAS §
§
COUNTY OF _____§

On this ____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared the above signed**,** to me known to be the identical person(s) who signed the foregoing instrument and acknowledged to me that he/she/they, executed the same as his/her/their free and voluntary act and deed and in the capacity therein stated, for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

In witness whereof I hereunto set my hand and official seal:

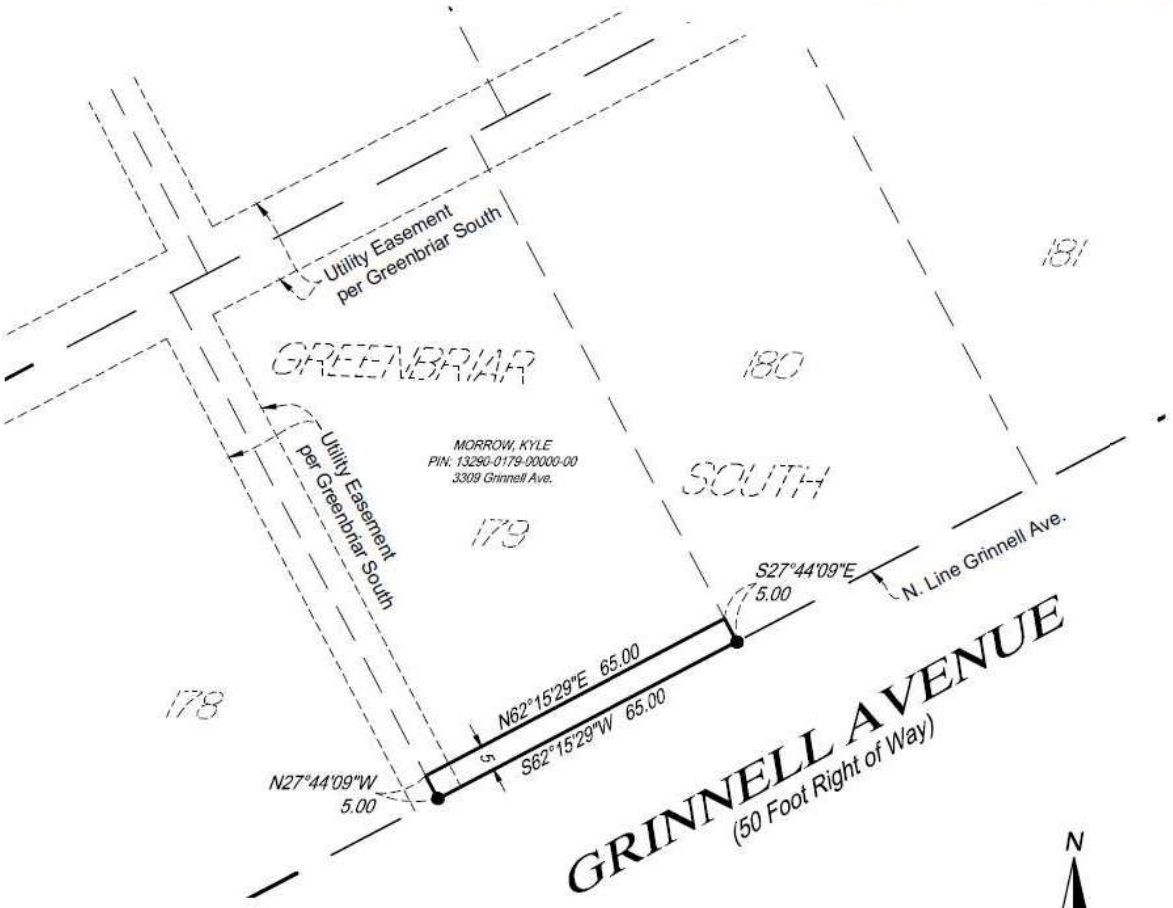
_____

Notary Public, State of _____
(Seal)

My Commission Expires: _____

My Commission Number: _____

Easement No.: Lot 179 Replat Greenbriar South



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

The southerly 5.00 feet of Lot 179, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas.

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3. This exhibit is a sketch descriptive only of the size, shape and location of the proposed easement and does not constitute a plat or survey of the grantor's property.
4. The orientation of this bearing system is based on Arkansas State Plane North Coordinate System.
5. Easement Area = 325 sq. ft.

0 15 30
SCALE IN FEET

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

ISG

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COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106 Rogers, AR 72758

Phone No.: 479.974.1601

Project No.: 25-33679

Survey Date: April-May, 2026

PROJECT

CITY OF FORT SMITH
SANITARY SUB BASIN Z003

FORT SMITH, ARKANSAS

SHEET 1 OF 1

July 27, 2026

To **Kyle Morrow**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3309 Grinnell Ave, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility & Temporary Construction Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z003**, will have an impact on your property. An exhibit showing the sewer utility & temporary construction easement area across your property is enclosed. The consideration being offered by the City is **$340.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **8/4/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-12: 2023 SSA Remedial Measures – Sub-Basin Z003

Property Tract Number is –

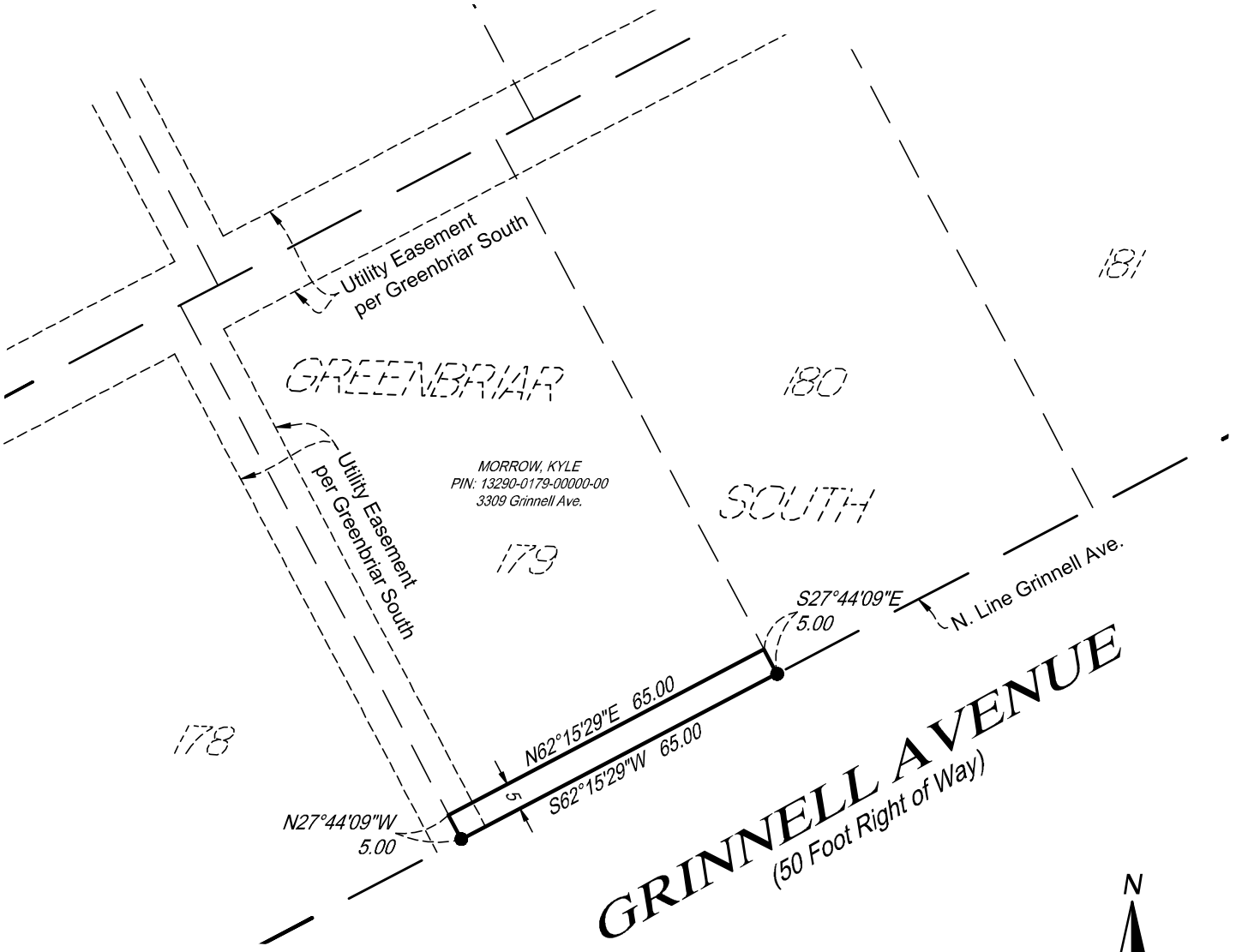
Tract 13

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

Chad Bethel
Real Property/Land Manager
The City of Fort Smith Utility Department
Enclosures

Easement No.: Lot 179 Replat Greenbriar South



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

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NOTES:

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5. Easement Area = 325 sq. ft.

0 15 30
SCALE IN FEET

OLD TEMPORARY EASEMENT

PROJECT NO.: 25-33679 CAD FILE NAME: 33979 EASE2 PLOT DATE: 5/5/26 DRAWN BY: REK

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106
Rogers, AR 72758

Phone No.: 479.974.1601

Project No.: 25-33679

Survey Date: April-May, 2026

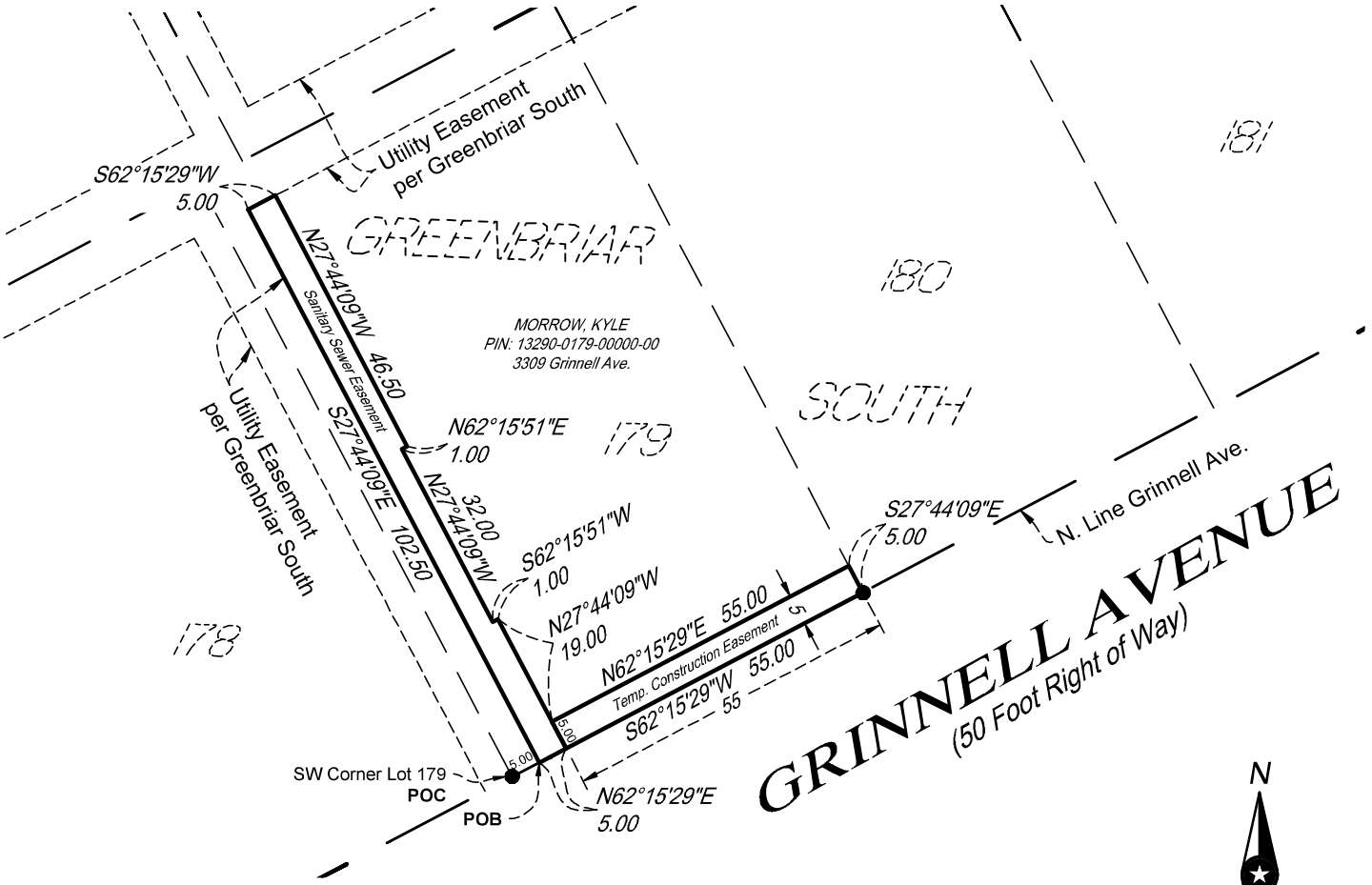
PROJECT

CITY OF FORT SMITH
SANITARY SUB BASIN Z003

FORT SMITH, ARKANSAS

SHEET 1 OF 1

Easement No.: Lot 179 Replat Greenbriar South



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6. Temporary Construction Easement Area = 275 sq. ft.

NEW TEMPORARY EASEMENT

REVISED: 6/23/2026 - RK

PROJECT NO.: 25-33679 CAD FILE NAME: 33679 ESE2 PLOT DATE: 6/23/26 DRAWN BY: REK

EASEMENT EXHIBIT

ISG

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COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106
Rogers, AR 72758

Phone No.: 479.974.1601

Project No.: 25-33679

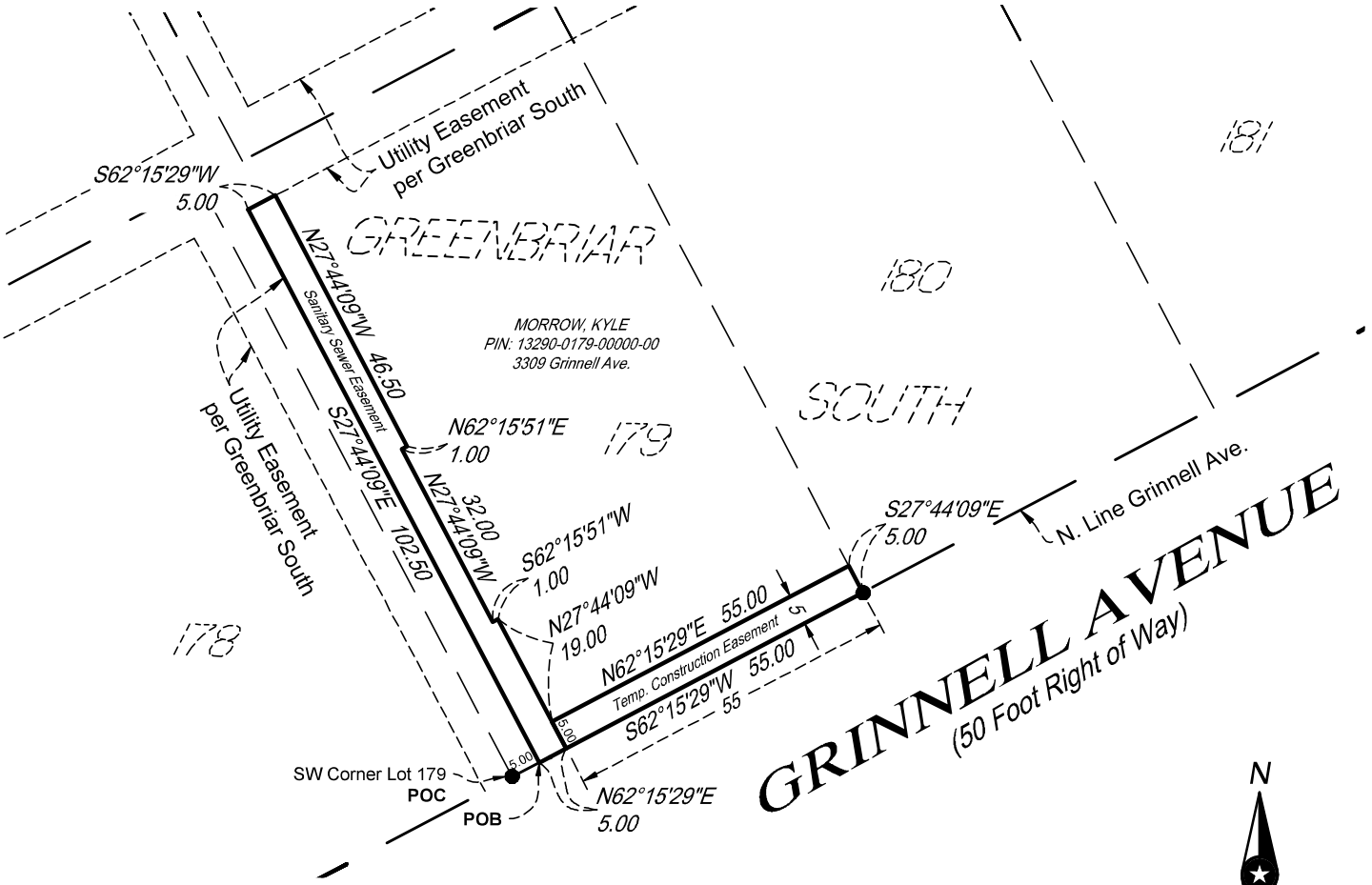
Survey Date: April-May, 2026

PROJECT

CITY OF FORT SMITH
SANITARY SUB BASIN Z003
FORT SMITH, ARKANSAS

SHEET 1 OF 1

Easement No.: Lot 179 Replat Greenbriar South



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Commencing at the southwest corner of said Lot 179; thence North 62 degrees 15 minutes 29 seconds East on the north line of Grinnell Avenue, 5.00 feet to the point of beginning; thence North 62 degrees 15 minutes 29 seconds East on said north line, 5.00 feet; thence North 27 degrees 44 minutes 09 seconds West, 24.00 feet; thence South 62 degrees 15 minutes 51 seconds West, 1.00 feet; thence North 27 degrees 44 minutes 09 seconds West, 32.00 feet; thence North 62 degrees 15 minutes 51 seconds East, 1.00 feet; thence North 27 degrees 44 minutes 09 seconds West, 46.50 feet; thence South 62 degrees 15 minutes 29 seconds West, 5.00 feet; thence South 27 degrees 44 minutes 09 seconds East, 102.50 feet to the point of beginning.

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6. Temporary Construction Easement Area = 275 sq. ft.

ADDED SEWER UTILITY EASEMENT

REVISED: 6/23/2026 - RK

EASEMENT EXHIBIT

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COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106
Rogers, AR 72758

Phone No.: 479.974.1601

Project No.: 25-33679

Survey Date: April-May, 2026

PROJECT

CITY OF FORT SMITH
SANITARY SUB BASIN Z003

FORT SMITH, ARKANSAS

SHEET 1 OF 1

PROJECT NO.: 25-33679 CAD FILE NAME: 33679 ESE2 PLOT DATE: 6/23/26 DRAWN BY: REK

CONSENT DECREE

RESOLUTION NO. **R-133-26**

RESOLUTION AUTHORIZING ACQUISITION OF SEWER UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS IN CONNECTION WITH THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12

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

SECTION 1: The following values for the acquisition of sewer utility and temporary construction easements for construction purposes for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project Number 25-12 are approved, and acquisition of the easements for the amounts listed are hereby authorized for a total of $5,762.00:

Tract 1 – Perry Douglas Gammill – PAR#14385-0335-00000-00 - $385.00
Tract 2 – Mark & Tracy M Smithson – PAR#14385-0336-00000-00 - $385.50
Tract 3 – Joseph F & Mary K Sebastian – PAR#14385-0337-00000-00 - $386.50
Tract 4 – Michael Dean Moss – PAR#14385-0338-00000-00 - $374.50
Tract 5 – Michael Taylor – PAR#14385-0339-00000-00 - $370.50
Tract 6 – Wanda L Ogden – PAR#14385-0339-00000-00 - $100.00
Tract 7 – Nicole J Alson & Darrick M Church Jr – PAR#13290-0023-00000-00 - $100.00
Tract 8 – Sara Anne Ratliff Cueto – PAR#13290-0024-00000-00 - $100.00
Tract 9 – Jacob P Schott – PAR#13290-0025-00000-00 - $100.00
Tract 10 – Joaquin Kevin Morland – PAR#13290-0040-00000-00 - $100.00
Tract 11 – Roman Cervantes & Ma A Aguilar De Cervantes Arredondo – PAR# 13290-0041-00000-00 - $100.00
Tract 12 – Michael & Vanessa Waldron – PAR#13290-0169-00000-00 - $100.00
Tract 13 – Kyle Morrow – PAR#13290-0179-00000-00 - $100.00
Tract 14 – Shawn Griffin – PAR#13290-0180-00000-00 - $100.00
Tract 15 – Dung Quoc Vo & Linh Luong – PAR#13290-0181-00000-00 - $100.00
Tract 16 – Anthony L & Marilyn Allen – PAR#13290-0182-00000-00 - $100.00
Tract 17 – Christopher D Moore – PAR#13290-0215-00000-00 - $100.00
Tract 18 – William R & Doris J Inness – PAR#13290-0216-00000-00 - $100.00
Tract 19 – Khanh & Van Qui & Thang Nguyen – PAR#13290-0217-00000-00 - $100.00
Tract 20 – Daniel Trinidad – PAR#13290-0218-00000-00 - $100.00
Tract 21 – Brian Smith – PAR#13290-0219-00000-00 - $130.00
Tract 22 – Holy Grounds Investments, LLC – PAR#13290-0220-00000-00 - $150.00
Tract 23 – Billy & Natalie J Johnson – PAR#13290-0221-00000-00 - $150.00
Tract 24 – Marion E & Brenda McKinzie – PAR#13290-0222-00000-00 - $130.00
Tract 25 – Mary Anne Rush – PAR#13290-0251-00000-00 - $100.00
Tract 26 – Jennifer R Broyles – PAR#13290-0252-00000-00 - $100.00
Tract 27 – Dung Anh & Thi Nga Pham Tran – PAR#13290-0253-00000-00 - $100.00

Tract 28 – Sang Chung – PAR#14385-0287-00000-00 - $100.00
Tract 29 – Brett Walker – PAR#14385-0288-00000-00 - $100.00
Tract 30 – Daniel C Bearden Revocable Trust – PAR#14385-0289-00000-00 - $100.00
Tract 31 – Brandon Atkeison – PAR#14385-0290-00000-00 - $100.00
Tract 32 – Rick & Roselee Hamilton – PAR#14385-0291-00000-00 - $100.00
Tract 33 – Juan J Perez – PAR#14385-0314-00000-00 - $100.00
Tract 34 – VFAMILY LLC – PAR#14385-0315-00000-00 - $100.00
Tract 35 – Charla Stracener – PAR#14385-0316-00000-00 - $100.00
Tract 36 – Elmer O Reyes – PAR#14385-0317-00000-00 - $100.00
Tract 37 – Brian & Mariah Rauser – PAR#14385-0318-00000-00 - $100.00
Tract 38 – Savathvongxay & Brandon Souksavath – PAR#14385-0319-00000-00 - $100.00
Tract 39 – B&B Electric Co Inc – PAR#14402-0355-00000-00 - $100.00
Tract 40 – Suzanne M Clayton – PAR#14402-0367-00000-00 - $100.00
Tract 41 – Matthew L & Kathy D Fox – PAR#17264-0449-00000-00 - $100.00
Tract 42 – Cavanaugh Free Will Baptist Church, Inc – PAR#13308-0001-00000-00 - $100.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

SECTION 3: In the event the easements described herein cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary easements herein described and make deposits of just compensation of the values of the easements listed herein. All such actions previously taken for this project are hereby confirmed.

This Resolution adopted this 7th day of July, 2026.

APPROVED:

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

npr

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: July 27, 2026

SUBJECT: Easement Acquisition-2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12

SUMMARY

As part of the pre-construction phase for this project, an additional Sewer Utility Easement (SUE) is required for Tract 43 listed below:

Tract 43 – James Hoang & Janice Nguyen Tran Living Trust– 3311 Eton Ave-$219.00

In the event the named landowner declines to grant the easement, staff recommends the city attorney be allowed to move forward under eminent domain to obtain the needed easement. The property owner was notified in writing on dated July 27, 2026, of the offer and date, time and location of the Board meeting for this easement.

Because of the project's scheduling, staff recommends approval of the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions should the property owner decline the offer to acquire the needed sewer utility easement. As always, representatives of the city will continue to negotiate with the property owner in an effort to reach a mutually agreeable settlement.

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. 8-4-26_Item_ID_2955_Resolution_Engineering-Utilities.pdf
2. 8-4-26_Item_ID_2955_Attachment_Engineering-Utilities pdf.pdf

FISCAL IMPACT: *$219.00*

BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF SEWER UTILITY EASEMENT IN CONNECTION WITH THE
2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12

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

SECTION 1: The following value for the acquisition of sewer utility and temporary construction easements for construction purposes for the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12 is approved, and acquisition of the easement for the amount listed below is hereby authorized:

Tract	Owner	Parcel	Offer
43	James Hoang & Janice Nguyen Living Trust	13290-0014-00000-00	$219.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easement for the above listed amount.

SECTION 3: In the event the easement described herein cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary easement herein described and make deposits of just compensation of the values of the easements listed herein.

This Resolution adopted this _____ day of August, 2026.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:



_____npr


WARD 3
ETON AVE
FURMAN AVE
S 32ND TER
S 35TH TER
Z003-0210
Z003-0220
Z003-0230
Z003-0240
Z003-0250
Z003-0260
Z003-0280
Z003-0290
Z003-0560
Z003-0570
Z003-0580
Z003-0590
Z003-0600
Z003-0640
Z003-1700
Z003-1710
Z003-1720
2493
2494
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2513
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2515

2023 SSA Remedial Measures, Sub-Basin Z003
Project # 25-12
Tract#: 43
Date: May 21, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THERE PRESENTS:

That I, **_____ of the James Hoang & Janice Nguyen Tran Living Trust**, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Fort Smith, Arkansas, a municipal corporation, its agents, successors, and assigns, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

The Easterly 4.00 feet of the Westerly 19.00 feet of Lot 14, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas.

See Exhibit A attached hereto and hereby made a part of this instrument,

with rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEES forever.

GRANTORS shall have the right to use the surface of the property above described as long as GRANTORS wish, provided, that GRANTORS shall not interfere with the use thereof by GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

After completion of construction, Grantees shall restore the land in this permanent easement to as near its original condition as possible, subject to both parties acting in a reasonable manner. The consideration paid by GRANTEES is received and accepted by GRANTORS in full satisfaction of every right hereby conveyed.

GRANTORS do hereby covenant with GRANTEES that GRANTORS are lawfully seized and possessed of the real estate above described and that GRANTORS have a good and lawful right to convey the same or any part thereof.

It is hereby understood that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 20_____.

_____
NAME

_____
TITLE

_____
SIGN

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____

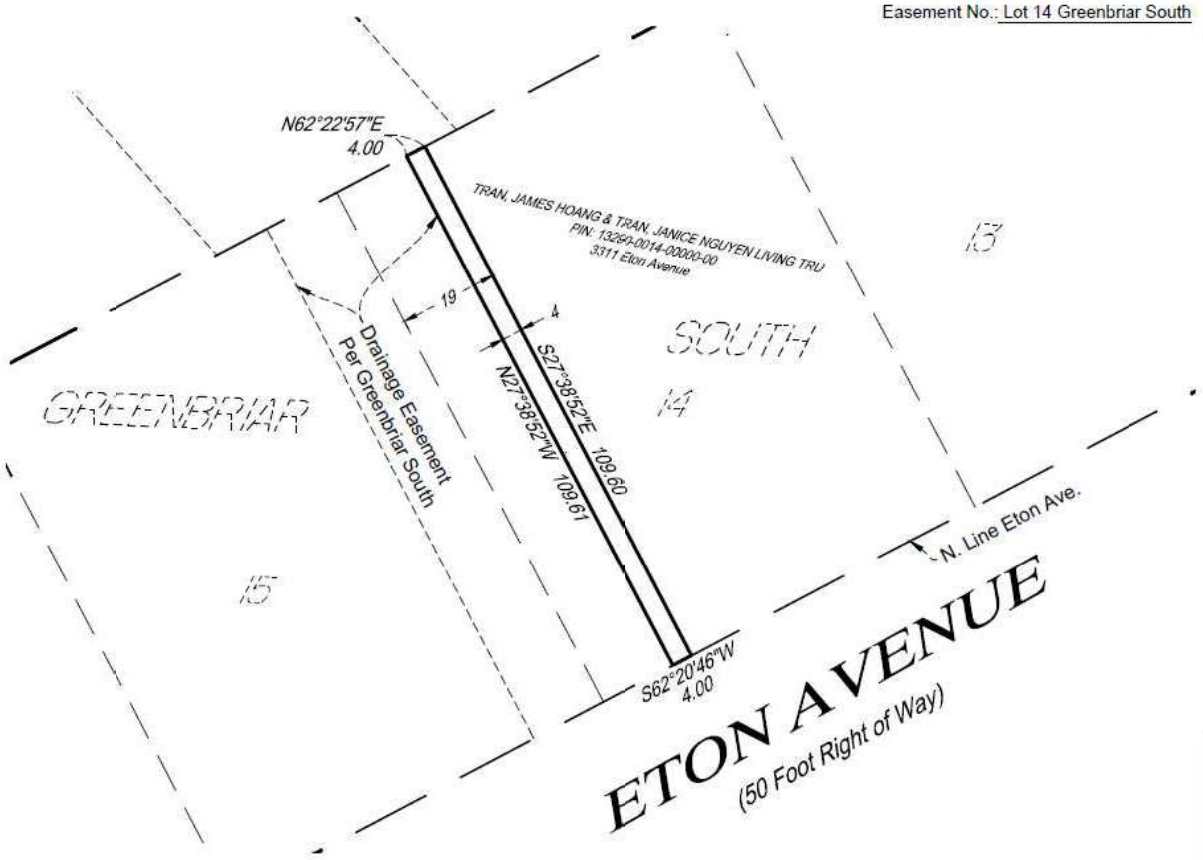
On this _____ day of _____, 20_____, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of _____, 20_____.

_____
Notary Public

My Commission Expires:

Easement No.: Lot 14 Greenbriar South



N

0 15 30
SCALE IN FEET

PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

The easterly 4.00 feet of the westerly 19.00 feet of Lot 14, Greenbriar South, City of Fort Smith, Sebastian County, Arkansas.

NOTES:

1. This survey does not purport to show all easements or encumbrances that affect the described property.
2. No title documentation was provided to aid in the preparation of this survey.
3. This exhibit is a sketch descriptive only of the size, shape and location of the proposed easement and does not constitute a plat or survey of the grantor's property.
4. The orientation of this bearing system is based on Arkansas State Plane North Coordinate System.
5. Easement Area = 438 sq.ft.

REVISED: 6/23/2026 - RK

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

ISG

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

COA #: 2821

I & S GROUP, INC
3100 S. Market St. Suite 106
Rogers, AR 72758

Address: 3100 South Market Street, Suite 106
Rogers, AR 72758

Phone No.: 479.974.1661

Project No.: 25-33679

Survey Date: April-May, 2026

PROJECT
CITY OF FORT SMITH
SANITARY SUB BASIN Z003
FORT SMITH, ARKANSAS

SHEET **1** OF 1

July 27, 2026

To **James Hoang & Janice Nguyen Tran Living Trust,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3311 Eton Ave, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z003**, will have an impact on your property. An exhibit showing the sewer utility easement area across your property is enclosed. The consideration being offered by the City is **$219.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **8/4/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-12: 2023 SSA Remedial Measures – Sub-Basin Z003

Property Tract Number is –

Tract 43

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

Chad Bethel
Real Property/Land Manager
The City of Fort Smith Utility Department
Enclosures

City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: July 29, 2026

SUBJECT: Authority to initiate the sale of the city-owned parking garage at 715 Rogers Avenue

SUMMARY

It was pointed out in discussion of the 2025 ACFR at the Audit Advisory Committee meeting on July 9, 2026 that the city maintains a Parking Fund, a remnant of requirements that facilitated the revenue bonds that secured property and built the city-owned parking garage at 715 Rogers Avenue. It was further pointed out that the Parking Fund no longer required as the bonds have been paid. Further, the Parking Fund no longer has sufficient revenues to sustain the maintenance, operation, insurance and periodic structural inspection & repairs associated with the facility, so the balance of that obligation falls to the city's General Fund. This is unsustainable and needs to be corrected.

The discussion included the possibility of selling the parking garage property. At the July 21 regular meeting of the Board of Directors, the Directors asked that an action item initiating the sale of the parking garage facility be placed on a future meeting agenda. To that end, a resolution authorizing and directing the City Administrator to initiate the process for sale of city-owned real property at 715 Rogers Avenue known as the city-owned parking garage is included on the Board's agenda for the August 4 regular meeting. Any contract for sale will require the Board's approval at a later date.

Selling the parking garage would have some impact on operations. There are 328 parking spaces in the facility, including 8 handicapped spaces. We currently have 218 of them utilized Monday through Friday, 8am to 5pm, and the facility remains accessible to the public for evenings and weekends with no charge. Of the 218 spaces used, 66 are leased to individuals & downtown businesses (at $40/month plus sales tax), 51 are used by employees at the State Office Building (by agreement so the city can use the state's surface lot at 800 Rogers for public parking), 50 are used by city employees (there are not enough spaces behind city hall for everyone in the building) and 51 are used by city vehicles (inspectors and others park them here overnight and use them during the workday). In FY2026, the city budgeted $125,000 in operating expenses for the facility including property insurance, minor maintenance, utilities, janitorial services, security patrol, etc., and as has been discussed previously, the facility's elevator is currently not functional and needs a significant repair.

Please contact me if you have questions regarding this agenda item.

ATTACHMENTS

1. 20260804_Resolution_-_Declaring_property_excess_and_directing_sale_-_parking_garage.pdf

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO INITIATE THE PROCESS FOR SALE OF CITY-OWNED REAL PROPERTY AT 715 ROGERS AVENUE KNOWN AS THE CITY-OWNED PARKING GARAGE

WHEREAS, the City of Fort Smith owns real properties at or near 715 Rogers Avenue known as the city-owned parking garage; and

WHEREAS, the Board of Directors has indicated interest in selling the parking garage property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that:

Section 1. The sale of city-owned real properties comprising the city-owned parking garage at 715 Rogers Avenue are hereby declared in the best interest of the city.

Section 2. Pursuant to Ark. Code Ann. § 14-54-302 (Supp. 2025), the City Administrator is hereby authorized and directed to initiate the process for the sale of the property identified in Section 1, which process shall include the notices provided in Chapter 2, Article V, Section 2-218 of the Fort Smith Municipal Code.

This Resolution adopted this _____ day of August, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: July 29, 2026

SUBJECT: Authority to initiate the sale of property at 8200 Highway 71 South (Crain Kia Property)

SUMMARY

The City of Fort Smith purchased property at 8200 Highway 71 South in March, 2024 for the purpose of a Police Department training center, a second police precinct, and a centralized city fleet maintenance facility. Since that time, the Police Department has enlisted design of concept from MAHG Architects and proposed three options to the Board on March 31, 2026 to gauge the Board's interest in moving ahead with such a project. The Board indicated support for "Option 2" and staff worked up an approach to financing $9.925 million to renovate the facility for that intended purpose and presented it to the Board at their July 28, 2026 study session. The Board indicated that pursuing renovation of the facility through multi-year financing at this time does not align with the city's current financial position and through the discussion indicated favor toward offering the property for sale.

Included on the August 4 regular meeting agenda is a resolution authorizing and directing the City Administrator to initiate the process for sale of city-owned real property at 8200 Highway 71 South known as the Crain Kia property. Approval of any such sale will require approval by the Board at a later date.

Please contact me if you have questions regarding this agenda item.

ATTACHMENTS

1. 20260804_Resolution_-_Declaring_property_excess_and_directing_sale_-_8200_Hwy_71_S.pdf
2. 20260729 Crain Kia Property aerial.pdf

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO INITIATE THE PROCESS FOR SALE OF CITY-OWNED REAL PROPERTY AT 8200 HIGHWAY 71 SOUTH KNOWN AS THE CRAIN KIA PROPERTY

WHEREAS, the City of Fort Smith purchased property at 8200 Highway 71 South in March, 2024 for purposes of Police Department training center, second precinct, and a centralized city fleet maintenance facility; and

WHEREAS, the proposed cost of renovating the property for the intended purposes does not align with the Board of Directors' financial objectives for city operations and should be sold.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that:

Section 1. The sale of city-owned real property 8200 Highway 71 South also known as the Crain Kia Property is hereby declared in the best interest of the city.

Section 2. Pursuant to Ark. Code Ann. § 14-54-302 (Supp. 2025), the City Administrator is hereby authorized and directed to initiate the process for the sale of the property identified in Section 1, which process shall include the notices provided in Chapter 2, Article V, Section 2-218 of the Fort Smith Municipal Code.

This Resolution adopted this _____ day of August, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

AERIAL VIEW


King Tobacco
Tobacco shop
The Storage Station
S 35th Terrace
U.S. Hwy 71
Eton Ave
S 35th Terrace
71
8200 US Hwy 71,
Fort Smith, AR 72908
Furman Ave
271
American Freight
- Furniture, Mattress...
Furniture store
Grinnell Ave

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Todd Mittge, Director of Engineering; Lance McAvoy, Director of Water Resources

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 24, 2026

SUBJECT: Water and Sewer Treatment Facilities Grant Application-Finished Water Pump at LFS

SUMMARY

In 2025, during the Regular Session of the 95th General Assembly of the Arkansas State Legislature, a bill was passed and signed into law by Arkansas Governor Sarah Huckabee Sanders, Act 812, directing the Arkansas Natural Resources Commission to establish the Water and Sewer Treatment Facilities Grant Program. This competitive program provides approximately $25 million annually to help Arkansas communities construct shovel-ready water and wastewater infrastructure projects that improve system reliability, promote public health, and help adhere to regulatory compliance. After discussions among City staff, it has been determined that submitting an application to replace a finished water pump at the Lake Fort Smith Treatment Plant's Finished Water Pump Station meets the program's eligibility requirements and would represent a competitive proposal.

This project will replace an undersized, end-of-service-life finished water pump and associated appurtenances at the Lake Fort Smith Finished Water Pump Station. The existing pump has a rated capacity of approximately 13.8 MGD and is smaller than the station's two remaining finished water pumps, limiting operational flexibility during periods of elevated system demand. The replacement pump is designed for a capacity of approximately 18 MGD, consistent with the station's operational requirements, and will improve pumping efficiency, system redundancy, and operational reliability. The project also entails related improvements required for installation and integration of the new pumping equipment. This project will provide the ability to reliably deliver up to 40 MGD from the Lake Fort Smith Water Treatment Plant to customers during peak water demand periods.

This grant program comes at a 70% state and 30% local participation rate. This equates to a $770,000 state and $330,000 local match with a total project cost of $1,100,000. The local match will be paid from the Water and Sewer Operating Budget.

If you have questions about the Water and Sewer Treatment Facilities Grant Program please contact me. If you have questions about the project please contact Lance McAvoy, Director of Water Resources.

ATTACHMENTS

1. WSF_Resolution-_Lake_Fort_Smith_Pump_Station_LAM_R1.pdf
2. ANRC Water & Sewer Treatment Facilities Grant Program - Handout.pdf
3. LFS Pump Station.pdf

GRANT AMOUNT:	*$1,100,000*
GRANT NAME:	*Water and Sewer Treatment Facilities Grant Program*
GRANT AGENCY:	*Arkansas Department of Agriculture*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE WATER AND SEWER TREATMENT FACILITIES GRANT PROGRAM ADMINISTERED BY THE ARKANSAS DEPARTMENT OF AGRICULTURE- LAKE FORT SMITH TREATMENT PLANT FINISHED WATER PUMP REPLACEMENT

WHEREAS, the City of Fort Smith Board of Directors understands that in July of 2026 the Arkansas Department of Agriculture announced that they are accepting applications for the newly established Water and Sewer Treatment Facilities Grant Program which was created under Act 812 of 2025; and

WHEREAS, the City of Fort Smith Board of Directors recognizes that city staff have determined that the replacement of a pump at the Lake Fort Smith Treatment Plant Finished Water Pump Station meets the eligibility requirements necessary to submit a grant application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a cost share is required at a 70% State and 30% local participation rate; and

WHEREAS, the City of Fort Smith Board of Directors understands that the said match equates to a $770,000 State and $330,000 Local cost share basis for a total project cost of $1,100,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that the required $330,000 local match would be paid from the Water & Sewer Operating Budget; and

WHEREAS, the City of Fort Smith Board of Directors understands that submission of a Grant Application to the Arkansas Department of Agriculture does not guarantee an award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Acting City Administrator is hereby authorized to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by The Arkansas Department of Agriculture in the amount of $1,100,000 for the purpose of replacing a pump at the Lake Fort Smith Treatment Plant Finished Water Pump Station.

This Resolution adopted this _____day of August 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

Water and Sewer Treatment Facilities Grant Program (WSF)

Proposed rule 15 CAR Part 2 (DRAFT)

Debra Dickson
Water Development Section Manager
Natural Resources Division

1

Program Overview

Grants, not loans
No repayment and no 3% servicing fee; awards require a local cost-share (match). (§ 2-606(a)(3))

Who can apply
Cities of the first or second class, incorporated towns, and rural water or wastewater systems. (§ 2-705)

"Shovel-ready" only
Stamped design, permits in hand or within 6 months, and able to start construction within one year. (§ 2-1301(b))

2

2

Funding Structure

Funding tracks (per fiscal-year appropriation) — § 2-1301(e)

Track	Eligible recipients	Share	Match	Max award
Construction larger systems	Cities (1st/2nd class) or rural systems serving more than 1,200	**80%**	**30%**	**$5,000,000**
Construction smaller systems	Towns, 2nd-class cities, or rural systems serving 1,200 or less	**20%**	**25%**	**$1,000,000**
Planning & design	Cities, towns, and rural systems serving 10,000 or less	**≤5%**	**10%**	**$100,000**

Population is the dividing line between the two construction tracks. *Planning and design grants must be completed within one year of the award.*

3

3

How the Program Will Be Implemented

Application pathway

1. **Advisory committee pre-application**
   Water & Wastewater Advisory Committee reviews and recommends eligible funding sources. (§ 2-201)
2. **Project priority list application**
   Filed ≥ 60 days before the funding application; scored using the annual Intended Use Plans. (§ 2-1301(c))
3. **Funding application & staff review**
   Department checks eligibility and completeness, then scores readiness and selection criteria.
4. **Commission action**
   Approve, condition, priority-list, or deny — within 6 months when practical. (§ 2-202)
5. **Agreement, disbursement & oversight**
   Memorandum of agreement, reimbursement-basis payments, inspections, and audit. (§§ 2-501, 2-601)
6. **Close-out**
   One active grant at a time — construction complete, retainage released, owner accepts. (§ 2-1301(e)(4))

4

4

How the Program Will Be Implemented

Program selection points (§ 2-1301(d))

Added on top of the project priority list ranking from the annual IUPs:

- +10 No program funding in the last two years
- +10 Addresses inflow & infiltration in a wastewater system
- +10 Cuts unaccounted water loss where loss exceeds 30%
- +10 Cooperation between two or more systems
- +5 Supports economic development
- +5 County population changed more than 10% in 10 years

5

5

Drinking Water SRF Project Priority List
QUESTIONNAIRE

1. PWS Name Fort Smith Water Works PWS ID #507

2. Number of PWS Retail Service Connections: 36,611
(Do not include consecutive systems)

3. Population of System: 90,855

4. Name of Project: Lake Fort Smith Finished Water Pump Station

5. Brief Description of Project
This project will replace an undersized and end of life finished water pump at the Lake Fort Smith Finished Water Pump Station. The new pump will be an 18-inch, 18MGD, 500HP pump/motor and will allow for increased efficiency and redundancy as the current pump is smaller that the other two (2) pumps and cannot be run in tandem with the other pumps.

6. Estimated Project Cost $ $ 1,100,000.00

7. Problem(s) to be corrected by the project.
   a. Describe each problem to be addressed by the project
Currently the Lake Fort Smith Finished Water Pump Station has three pumps but one is undersized and at the end of life. The small pump cannot be used with either of the two (2) larger pumps. Two pumps are needed during the highest demand times and there is no redundancy should one of the large pumps go down. Fort Smith serves as a regional water supply with up to 80% of the water being supplied by Lake Fort Smith during high demand periods.

   b. Describe the corrective measures to be taken for each problem
This project will replace the obsolete finished water pump with an 18-inch, 18MGD, 500HP pump/motor.

   c. Explain how this action(s) will insure compliance and/or reduce health risk
The new pump will allow for redundancy should on of the existing pumps need to be taken off line for maintenance or fail to operate properly. This will allow water flow to continue during high water demand periods should one of the existing pumps fail.

8. Affordability Information
   a. What is your average monthly household water bill for 4,000 gallons? $ $ 19.19
   **Provide a copy of the ordinance (or other legal instrument) setting your rate.

   b. What is your Median Household Income (MHI) Based upon the latest census information? $ $ 54.82
   The MHI must be for the applicant's entire water system (excluding consecutive systems), not a specific target area within the system (as is the case in some other loan programs). This may require you to calculate a weighted average MHI for the system.

9. Project Readiness to Proceed

a. Has the project undergone review by the State Water and Wastewater Advisory Committee (WWAC)? Yes [ ] No [X]

If Yes, indicate its status. _____
(All projects must be submitted for review to the WWAC per Governor's proclamation.)

c. Are final engineering plans under development by your Consulting Engineer?

d. Yes [X] No [ ]

c. What is the estimated completion date for the final plans? 2-Jan-2027

d. Estimate the earliest date the project could be ready to go out for bids. 28-Feb-2027

e. Estimate the time needed for project completion: 30 Days

Return information to:

cornelius.mayfield@arkansas.gov **and** teresa.lee@arkansas.gov

Questions please contact:
Cornelius Mayfield, P.E.
(501) 661-2623

Arkansas Department of Health
Engineering Section
4815 West Markham, Slot 37
Little Rock, AR 72205-3867

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Todd Mittge, Director of Engineering; Lance McAvoy, Director of Water Resources

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 24, 2026

SUBJECT: 2026 Water and Sewer Treatment Facilities Grant Program Application-Lee Creek Filter Media

SUMMARY

In 2025, during the Regular Session of the 95th General Assembly of the Arkansas State Legislature, a bill was passed and signed into law by Arkansas Governor Sarah Huckabee Sanders, Act 812, directing the Arkansas Natural Resources Commission to establish the Water and Sewer Treatment Facilities Grant Program. This competitive program provides approximately $25 million annually to help Arkansas communities construct shovel-ready water and wastewater infrastructure projects that improve system reliability, promote public health, and help adhere to regulatory compliance. After discussions among City staff, it has been determined that submitting an application to replace the filter media at the Lee Creek Water Treatment Plant meets the program's eligibility requirements and would represent a competitive proposal.

This project will completely change out the gravel, anthracite, and sand used to filter the drinking water prior to chlorination and fluoridation. The filter is currently over 20 years old and at the end of its useful life. The Lee Creek Water Treatment Plant is designated as a Bin 2 treatment requirement for compliance with the EPA Long Term 2 Surface Water Treatment Rule for Cryptosporidium. The Bin 2 designation requires certain additional treatment and filtration requirements. The current condition of the Lee Creek filter media could impact the potential rate drinking water may be produced to remain in compliance.

This grant program comes at a 70% state and 30% local participation rate. This equates to a $1,050,000 state and $450,000 local match with a total project cost of $1,500,000. The local match will be paid from the Water & Sewer Operating Budget.

If you have questions about the Water and Sewer Treatment Facilities Grant Program please contact me. If you have questions about the project please contact Lance McAvoy, Director of Water Resources.

ATTACHMENTS

1. WSF_Resolution-_Lee_Cre_Media_Filter_LAM_R1.pdf
2. ANRC Water & Sewer Treatment Facilities Grant Program - Handout.pdf
3. Lee Creek Filter Media.pdf

GRANT AMOUNT:	*$1,500,000*
GRANT NAME:	*Water and Sewer Treatment Facilities Grant Program*
GRANT AGENCY:	*Arkansas Department of Agriculture*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE WATER AND SEWER TREATMENT FACILITIES GRANT PROGRAM ADMINISTERED BY THE ARKANSAS DEPARTMENT OF AGRICULTURE- LEE CREEK WATER TREATMENT PLANT FILTER MEDIA

WHEREAS, the City of Fort Smith Board of Directors understands that in July of 2026 the Arkansas Department of Agriculture announced that they are accepting applications for the newly established Water and Sewer Treatment Facilities Grant Program which was created under Act 812 of 2025; and

WHEREAS, the City of Fort Smith Board of Directors recognizes that city staff have determined that the replacement of the filter media at the Lee Creek Water Treatment Plant meets the eligibility requirements necessary to submit a grant application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a cost share is required at a 70% State and 30% local participation rate; and

WHEREAS, the City of Fort Smith Board of Directors understands that the said match equates to $1,050,000 State and $450,000 Local cost share basis for a total project cost of $1,500,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that the required $450,000 local match would be paid from the Water & Sewer Operating Budget; and

WHEREAS, the City of Fort Smith Board of Directors understands that submission of a Grant Application to the Arkansas Department of Agriculture does not guarantee an award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Acting City Administrator is hereby authorized to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by The Arkansas Department of Agriculture in the amount of $1,500,000 for the purposes of replacing the filter media at the Lee Creek Water Treatment Plant.

This Resolution adopted this _____day of August 2026.

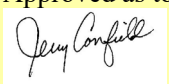
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

Water and Sewer Treatment Facilities Grant Program (WSF)

Proposed rule 15 CAR Part 2 (DRAFT)

Debra Dickson
Water Development Section Manager
Natural Resources Division

1

Program Overview

Grants, not loans
No repayment and no 3% servicing fee; awards require a local cost-share (match). (§ 2-606(a)(3))

Who can apply
Cities of the first or second class, incorporated towns, and rural water or wastewater systems. (§ 2-705)

"Shovel-ready" only
Stamped design, permits in hand or within 6 months, and able to start construction within one year. (§ 2-1301(b))

2

2

Funding Structure

Funding tracks (per fiscal-year appropriation) — § 2-1301(e)

Track	Eligible recipients	Share	Match	Max award
Construction larger systems	Cities (1st/2nd class) or rural systems serving more than 1,200	**80%**	**30%**	**$5,000,000**
Construction smaller systems	Towns, 2nd-class cities, or rural systems serving 1,200 or less	**20%**	**25%**	**$1,000,000**
Planning & design	Cities, towns, and rural systems serving 10,000 or less	**≤5%**	**10%**	**$100,000**

Population is the dividing line between the two construction tracks. *Planning and design grants must be completed within one year of the award.*

3

3

How the Program Will Be Implemented

Application pathway

1. **Advisory committee pre-application**
   Water & Wastewater Advisory Committee reviews and recommends eligible funding sources. (§ 2-201)
2. **Project priority list application**
   Filed ≥ 60 days before the funding application; scored using the annual Intended Use Plans. (§ 2-1301(c))
3. **Funding application & staff review**
   Department checks eligibility and completeness, then scores readiness and selection criteria.
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   Approve, condition, priority-list, or deny — within 6 months when practical. (§ 2-202)
5. **Agreement, disbursement & oversight**
   Memorandum of agreement, reimbursement-basis payments, inspections, and audit. (§§ 2-501, 2-601)
6. **Close-out**
   One active grant at a time — construction complete, retainage released, owner accepts. (§ 2-1301(e)(4))

4

4

How the Program Will Be Implemented

Program selection points (§ 2-1301(d))

Added on top of the project priority list ranking from the annual IUPs:

- +10 No program funding in the last two years
- +10 Addresses inflow & infiltration in a wastewater system
- +10 Cuts unaccounted water loss where loss exceeds 30%
- +10 Cooperation between two or more systems
- +5 Supports economic development
- +5 County population changed more than 10% in 10 years

5

5

Drinking Water SRF Project Priority List
QUESTIONNAIRE

1. PWS Name Fort Smith Water Works PWS ID #507

2. Number of PWS Retail Service Connections: 36,611
(Do not include consecutive systems)

3. Population of System: 90,855

4. Name of Project: Lee Creek Filter Media Replacement

5. Brief Description of Project
Replacement of the filter media at the Lee Creek Drinking Water Treatment Plant. This will completely change out the gravel, anthracite, and sand used to filter the drinking water prior to chlorination and fluoridation.

6. Estimated Project Cost $ $ 1,500,000.00

7. Problem(s) to be corrected by the project.
a. Describe each problem to be addressed by the project
The Lee Creek filter media is over 20 years old. The run times between backwashing is decreasing so as to meet Bin 2 treatment requirement for compliance with the EPA Long Term 2 Surface Water Treatment Rule for Cryptosporidium.

b. Describe the corrective measures to be taken for each problem
Completely change out the gravel, anthracite, and sand used to filter the drinking water prior to chlorination and fluoridation. The new filter media will provide for better filtration of the drinking water prior to chlorination and fluoridation.

c. Explain how this action(s) will insure compliance and/or reduce health risk
The Lee Creek filter media is over 20 years old. Lee Creek is designated as a Bin 2 treatment requirement for compliance with the EPA Long Term 2 Surface Water Treatment Rule for Cryptosporidium. This will ensure continued compliance by having new filter media to provide better filtration of the drinking water prior to chlorination and fluoridation.

8. Affordability Information
a. What is your average monthly household water bill for 4,000 gallons? $ $ 19.19
**Provide a copy of the ordinance (or other legal instrument) setting your rate.

b. What is your Median Household Income (MHI) Based upon the latest census information? $ $ 54.82
The MHI must be for the applicant's entire water system (excluding consecutive systems), not a specific target area within the system (as is the case in some other loan programs). This may require you to calculate a weighted average MHI for the system.

9. Project Readiness to Proceed

a. Has the project undergone review by the State Water and Wastewater Advisory Committee (WWAC)? Yes [ ] No [X]

If Yes, indicate its status. _____
(All projects must be submitted for review to the WWAC per Governor's proclamation.)

c. Are final engineering plans under development by your Consulting Engineer?

d. Yes [X] No [ ]

c. What is the estimated completion date for the final plans? 2-Jan-2027

d. Estimate the earliest date the project could be ready to go out for bids. 28-Feb-2027

e. Estimate the time needed for project completion: 120 Days

Return information to:

cornelius.mayfield@arkansas.gov **and** teresa.lee@arkansas.gov

Questions please contact:
Cornelius Mayfield, P.E.
(501) 661-2623

Arkansas Department of Health
Engineering Section
4815 West Markham, Slot 37
Little Rock, AR 72205-3867

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Todd Mittge, Director of Engineering; Lance McAvoy, Director of Water Resources

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 24, 2026

SUBJECT: Water and Sewer Treatment Facilities Grant Program Application- Massard Facility Biosolids Dewatering System

SUMMARY

In 2025, during the Regular Session of the 95th General Assembly of the Arkansas State Legislature, a bill was passed and signed into law by Arkansas Governor Sarah Huckabee Sanders, Act 812, directing the Arkansas Natural Resources Commission to establish the Water and Sewer Treatment Facilities Grant Program. This competitive program provides approximately $25 million annually to help Arkansas communities construct shovel-ready water and wastewater infrastructure projects that improve system reliability, promote public health, and help adhere to regulatory compliance. After discussions among City staff, it has been determined that submitting an application to add an additional biosolids dewatering system at the Massard Water Reclamation Facility (Wastewater Treatment Plant) meets the program's eligibility requirements and would represent a competitive proposal.

This project will add an additional biosolids handling dewatering system at the Massard Water Reclamation Facility (Wastewater Treatment Plant) to handle increased biosolids production due to treatment upgrades. It will also provide redundancy for processing solids. The plant is currently being upgraded to handle greater flow and treat ammonia, which are the two main reasons for the Consent Decree and State Consent Administrative Order.

This grant program comes at a 70% state and 30% local participation rate. This equates to a $875,000 state and $375,000 local match with a total project cost of $1,250,000. The local match will be paid from Streets and Drainage 5/8ths Sales and Use Tax.

If you have questions about the Water and Sewer Treatment Facilities Grant Program please contact me. If you have questions about the project please contact Lance McAvoy, Director of Water Resources.

ATTACHMENTS

1. WSF_Resolution-_Massard_WWTP_Dewatering_LAM_R1.pdf
2. ANRC Water & Sewer Treatment Facilities Grant Program - Handout.pdf
3. Massard Biosolids.pdf

GRANT AMOUNT:	*$1,250,000*
GRANT NAME:	*Water and Sewer Treatment Facilities Grant Program*
GRANT AGENCY:	*Arkansas Department of Agriculture*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE WATER AND SEWER TREATMENT FACILITIES GRANT PROGRAM ADMINISTERED BY THE ARKANSAS DEPARTMENT OF AGRICULTURE- MASSARD WATER RECLAMATION FACILITY (WASTEWATER TREATMENT PLANT) BIOSOLIDS DEWATERING SYSTEM

WHEREAS, the City of Fort Smith Board of Directors understands that in July of 2026 the Arkansas Department of Agriculture announced that they are accepting applications for the newly established Water and Sewer Treatment Facilities Grant Program which was created under Act 812 of 2025; and

WHEREAS, the City of Fort Smith Board of Directors recognizes that city staff have determined that the addition of a biosolids dewatering system at the Massard Water Reclamation Facility (Wastewater Treatment Plant) meets the eligibility requirements necessary to submit a grant application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a cost share is required at a 70% State and 30% local participation rate; and

WHEREAS, the City of Fort Smith Board of Directors understands that the said match equates to $875,000 State and $375,000 Local cost share basis for a total project cost of $1,250,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that the required $375,000 local match would be paid from Streets and Drainage 5/8ths Sales and Use Tax; and

WHEREAS, the City of Fort Smith Board of Directors understands that submission of a Grant Application to the Arkansas Department of Agriculture does not guarantee an award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Acting City Administrator is hereby authorized to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by The Arkansas Department of Agriculture in the amount of $1,250,000 for the purposes of adding an additional biosolids dewatering system at the Massard Water Reclamation Facility (Wastewater Treatment Plant).

This Resolution adopted this _____day of August 2026.

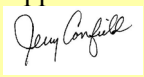
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

Water and Sewer Treatment Facilities Grant Program (WSF)

Proposed rule 15 CAR Part 2 (DRAFT)

Debra Dickson
Water Development Section Manager
Natural Resources Division

1

Program Overview

Grants, not loans
No repayment and no 3% servicing fee; awards require a local cost-share (match). (§ 2-606(a)(3))

Who can apply
Cities of the first or second class, incorporated towns, and rural water or wastewater systems. (§ 2-705)

"Shovel-ready" only
Stamped design, permits in hand or within 6 months, and able to start construction within one year. (§ 2-1301(b))

2

2

Funding Structure

Funding tracks (per fiscal-year appropriation) — § 2-1301(e)

Track	Eligible recipients	Share	Match	Max award
Construction larger systems	Cities (1st/2nd class) or rural systems serving more than 1,200	**80%**	**30%**	**$5,000,000**
Construction smaller systems	Towns, 2nd-class cities, or rural systems serving 1,200 or less	**20%**	**25%**	**$1,000,000**
Planning & design	Cities, towns, and rural systems serving 10,000 or less	**≤5%**	**10%**	**$100,000**

Population is the dividing line between the two construction tracks. *Planning and design grants must be completed within one year of the award.*

3

3

How the Program Will Be Implemented

Application pathway

1. **Advisory committee pre-application**
   Water & Wastewater Advisory Committee reviews and recommends eligible funding sources. (§ 2-201)
2. **Project priority list application**
   Filed ≥ 60 days before the funding application; scored using the annual Intended Use Plans. (§ 2-1301(c))
3. **Funding application & staff review**
   Department checks eligibility and completeness, then scores readiness and selection criteria.
4. **Commission action**
   Approve, condition, priority-list, or deny — within 6 months when practical. (§ 2-202)
5. **Agreement, disbursement & oversight**
   Memorandum of agreement, reimbursement-basis payments, inspections, and audit. (§§ 2-501, 2-601)
6. **Close-out**
   One active grant at a time — construction complete, retainage released, owner accepts. (§ 2-1301(e)(4))

4

4

How the Program Will Be Implemented

Program selection points (§ 2-1301(d))

Added on top of the project priority list ranking from the annual IUPs:

- +10 No program funding in the last two years
- +10 Addresses inflow & infiltration in a wastewater system
- +10 Cuts unaccounted water loss where loss exceeds 30%
- +10 Cooperation between two or more systems
- +5 Supports economic development
- +5 County population changed more than 10% in 10 years

5

5

ARKANSAS NATURAL RESOURCES COMMISSION
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF)
PROJECT PRIORITY LIST (PPL) APPLICATION/SCORE SHEET

Applicant / Entity:	City of Fort Smith		
Project Name:	Massard Biosolids Dewatering System		
Contact Person:	Jeff Dingman	**Contact Phone:**	(479) 222-6679
Address:	623 Garrison Ave	**Contact Email:**	jdingman@fortsmithar.gov
City & ZIP Code:	Fort Smith 72901	**County:**	Sebastian
FEIN:	71-6003637	**UEI Number:** https://sam.gov/content/home	NQF9UVN3N699

Proposed Funding Source Amounts:

CWSRF - Base Program or Infrastructure(BIL-G) General Supplemental	$ 1,250,000	Sewer overflow and stormwater reuse (OSG)	$
		Other Funding Source(s)	$
Infrastructure (BIL-EC) Emerging Contaminants	$	**Other Funding Source(s)**	$
Estimated Project Cost:	$ 1,250,000	**NPDES Permit Number:**	AR0021750
Community Population	90,855	**Population served by project**	

1. Project Description (A brief narrative including project location, and specific reason(s) for the project and any existing problems. (If you require additional space, please attach a separate sheet.)

This project is located at the Massard Water Reclamation Facility at 1609 9th Street, Barling, Arkansas. This project will add an additonal biosolids dewatering system at the Massard Water Reclamation Facility to handle increased biosolids production due to treatment upgrades. This will also provide redundancy for processing solids. The upgrade to the facility is due to both the City's Federal Consent Decree and the DEQ CAO due to ammonia-nitrogen violations of the NPDES permit.

2. System Functionality

	Yes	No		
Will the project improve, repair, upgrade, enhance, rehab, restore, create, or expand an engineered, constructed, or natural system that improves or protects surface water or ground water quality?	✓		If yes, describe the system, the surface or ground water body and how it will be improved.	NPDES Ammonia-Nitrogen limits are not consistently being met. As such the City is under a DEQ CAO. Upgrades to the plant will provide proper treatment for ammonia-nitrogen. Solids will need to be dewatered as part of the process.

3. Permit Compliance

	Yes	No		
Are you required to meet any water quality-related permits (NPDES) that will be impacted by the project?	✓		If yes, which of your permit(s) will be impacted by the project:	NPDES Ammonia-Nitrogen limits are not consistently being met. As such the City is under a DEQ CAO. Upgrades to the plant will provide proper treatment for ammonia-nitrogen. Solids will need to be dewatered as part of the process.

https://echo.epa.gov

	Yes	No		
Will the project allow you to achieve compliance with a permit(s) that you currently are not in compliance with?	✓		If yes, which permit(s) will the project allow you to achieve compliance with:	NPDES Ammonia-Nitrogen limits are not consistently being met. As such the City is under a DEQ CAO. Upgrades to the plant will provide proper treatment for ammonia-nitrogen. Solids will need to be dewatered as part of the process.
Is the required NPDES permit (including any changes) approved by DEQ?	✓		If yes, describe if this project required permit changes and what changes, if any, were required. If No, explain the status	The treatment process will be changed from trickling filter to activated sludge. The limits are expected to be the same.

ARKANSAS NATURAL RESOURCES COMMISSION
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF)
PROJECT PRIORITY LIST (PPL) APPLICATION/SCORE SHEET

4. Protecting Impaired Waters: 303(d) list or 305(b) Lists				
Will the project benefit a water body that is listed as impaired on Arkansas's 303(d) list (category 4 or 5) or 305(b) list?	Yes	No ✓	If yes, list the water body that will benefit:	
https://www.adeq.state.ar.us/water/planning/integrated/303d/list.aspx				
5. Implementing TMDL				
Will the project support the implementation of a TMDL?	Yes	No ✓	If yes, which TMDL will be supported:	
https://www.adeq.state.ar.us/water/planning/integrated/tmdl/				
6. Illinois or Buffalo River Protection				
Will the project reduce phosphorous contamination in the Illinois River Basin (HUC 11010003) or Buffalo River watershed (HUC 11010005)?	Yes	No ✓	If yes, which watershed will your project reduce phosphorous contamination in?	
https://water.usgs.gov/wsc/cat/11010003.html				
https://water.usgs.gov/wsc/cat/11010005.html				
https://arkansasdeq.maps.arcgis.com/apps/webappviewer/index.html?id=fb5a6aa70fd940eda4c9a3d7bc2fbb15				
7. Green Project Reserve				
Does the project include anything that will count as Green Project Reserve?	Yes	No ✓	If yes, please describe the project aspects that qualify for GPR and what % of the project is estimated to qualify for GRP:	
https://www.epa.gov/cwsrf/green-project-reserve-guidance-clean-water-state-revolving-fund-cwsrf				
8. Asset Management Plan				
Do you have an asset management plan or will developing an asset management plan be included as part of this project?	Yes ✓	No	Use the link below to get information about asset management planning	
https://www.epa.gov/sustainable-water-infrastructure/planning-sustainable-water-infrastructure				
9. Consolidation & Regionalization				
Will the project include consolidation and regionalization between utilities, at least one of which has a population under 10,000 people?	Yes	No ✓	If yes, list all the utilities involved in the project:	
If no, is your utility the result of a regionalization between utilities, at least one of which has a population under 10,000 people?	Yes	No ✓	If yes, please provide the details of this historical consolidation:	

I, the undersigned representative of the applicant or grant recipient, certify that the information contained herein, and any attached statements, exhibits and reports are true, correct and complete to the best of my knowledge and belief. I also understand and acknowledge that the ANRC may request additional information needed to score your proposed project.

Applicant's Printed Name	Applicant's Signatrue	Date
Preparer's Printed Name	**Preparer's Signature**	Date

Please submit your form to : AGRI.Applications@arkansas.gov

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Todd Mittge, Director of Engineering; Lance McAvoy, Director of Water Resources

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 24, 2026

SUBJECT: Water and Sewer Treatment Facilities Grant Program Application-4th & I Lift Station

SUMMARY

In 2025, during the Regular Session of the 95th General Assembly of the Arkansas State Legislature, a bill was passed and signed into law by Arkansas Governor Sarah Huckabee Sanders, Act 812, directing the Arkansas Natural Resources Commission to establish the Water and Sewer Treatment Facilities Grant Program. This competitive program provides approximately $25 million annually to help Arkansas communities construct shovel-ready water and wastewater infrastructure projects that improve system reliability, promote public health, and help adhere to regulatory compliance. After discussions among City staff, it has been determined that submitting an application to replace the lift station at 4th and I Streets meets the program's eligibility requirements and would represent a competitive proposal.

This project will replace a lift station that has exceeded the end of its useful life. This system is a "can station" and will be replaced with a modern package lift station to ensure compliance with the city's NPDES permits by eliminating SSOs due to out of date equipment. A "can station" is a buried metal dry pit that houses the pumps and electrical equipment. Additionally, replacement of this station will eliminate safety concerns associated with confined entry at the existing station. This is also a Consent Decree required project and in Consent Decree CIP.

This grant program comes at a 70% state and 30% local participation rate. This equates to a $875,000 state and $375,000 local match with a total project cost of $1,250,000. The local match will be paid utilizing 2025 Sales and Use tax bonds.

If you have questions about the Water and Sewer Treatment Facilities Grant Program please contact me. If you have questions about the project please contact Lance McAvoy, Director of Water Resources.

ATTACHMENTS

1. WSF_Resolution-_4th___I_.pdf
2. ANRC Water & Sewer Treatment Facilities Grant Program - Handout.pdf
3. 4th & I.pdf

GRANT AMOUNT:	*$1,250,000*
GRANT NAME:	*Water and Sewer Treatment Facilities Grant Program*
GRANT AGENCY:	*Arkansas Department of Agriculture*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE WATER AND SEWER TREATMENT FACILITIES GRANT PROGRAM ADMINISTERED BY THE ARKANSAS DEPARTMENT OF AGRICULTURE- 4TH AND I LIFT STATION

WHEREAS, the City of Fort Smith Board of Directors understands that in July of 2026 the Arkansas Department of Agriculture announced that they are accepting applications for the newly established Water and Sewer Treatment Facilities Grant Program which was created under Act 812 of 2025; and

WHEREAS, the City of Fort Smith Board of Directors recognizes that city staff have determined that the replacement of the lift "can" station at 4th & I meets the eligibility requirements necessary to submit a grant application to the Water and Sewer Treatment Facilities Grant Program administered by the Arkansas Department of Agriculture; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a cost share is required at a 70% State and 30% local participation rate; and

WHEREAS, the City of Fort Smith Board of Directors understands that the said match equates to $875,000 State and $375,000 Local cost share basis for a total project cost of $1,250,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that the required $375,000 local match would be paid from 2025 Sales and Use Tax Bonds; and

WHEREAS, the City of Fort Smith Board of Directors understands that submission of a Grant Application to the Arkansas Department of Agriculture does not guarantee an award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Acting City Administrator is hereby authorized to submit an application to the Water and Sewer Treatment Facilities Grant Program administered by The Arkansas Department of Agriculture in the amount of $1,250,000 for the purposes of replacing the lift "can" station at 4th & I streets.

This Resolution adopted this _____day of August 2026.

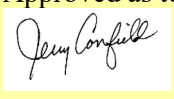
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

Water and Sewer Treatment Facilities Grant Program (WSF)

Proposed rule 15 CAR Part 2 (DRAFT)

Debra Dickson
Water Development Section Manager
Natural Resources Division

1

Program Overview

Grants, not loans
No repayment and no 3% servicing fee; awards require a local cost-share (match). (§ 2-606(a)(3))

Who can apply
Cities of the first or second class, incorporated towns, and rural water or wastewater systems. (§ 2-705)

"Shovel-ready" only
Stamped design, permits in hand or within 6 months, and able to start construction within one year. (§ 2-1301(b))

2

2

Funding Structure

Funding tracks (per fiscal-year appropriation) — § 2-1301(e)

Track	Eligible recipients	Share	Match	Max award
Construction larger systems	Cities (1st/2nd class) or rural systems serving more than 1,200	**80%**	**30%**	**$5,000,000**
Construction smaller systems	Towns, 2nd-class cities, or rural systems serving 1,200 or less	**20%**	**25%**	**$1,000,000**
Planning & design	Cities, towns, and rural systems serving 10,000 or less	**≤5%**	**10%**	**$100,000**

Population is the dividing line between the two construction tracks. *Planning and design grants must be completed within one year of the award.*

3

3

How the Program Will Be Implemented

Application pathway

1. **Advisory committee pre-application**
   Water & Wastewater Advisory Committee reviews and recommends eligible funding sources. (§ 2-201)
2. **Project priority list application**
   Filed ≥ 60 days before the funding application; scored using the annual Intended Use Plans. (§ 2-1301(c))
3. **Funding application & staff review**
   Department checks eligibility and completeness, then scores readiness and selection criteria.
4. **Commission action**
   Approve, condition, priority-list, or deny — within 6 months when practical. (§ 2-202)
5. **Agreement, disbursement & oversight**
   Memorandum of agreement, reimbursement-basis payments, inspections, and audit. (§§ 2-501, 2-601)
6. **Close-out**
   One active grant at a time — construction complete, retainage released, owner accepts. (§ 2-1301(e)(4))

4

4

How the Program Will Be Implemented

Program selection points (§ 2-1301(d))

Added on top of the project priority list ranking from the annual IUPs:

- +10 No program funding in the last two years
- +10 Addresses inflow & infiltration in a wastewater system
- +10 Cuts unaccounted water loss where loss exceeds 30%
- +10 Cooperation between two or more systems
- +5 Supports economic development
- +5 County population changed more than 10% in 10 years

5

5

ARKANSAS NATURAL RESOURCES COMMISSION
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF)
PROJECT PRIORITY LIST (PPL) APPLICATION/SCORE SHEET

Applicant / Entity:	City of Fort Smith		
Project Name:	4th & I Street Lift Station Replacement		
Contact Person:	Jeff Dingman	**Contact Phone:**	(479) 222-6679
Address:	623 Garrison Ave	**Contact Email:**	jdingman@fortsmithar.gov
City & ZIP Code:	Fort Smith 72901	**County:**	Sebastian
FEIN:	71-6003637	**UEI Number:** https://sam.gov/content/home	NQF9UVN3N699

Proposed Funding Source Amounts:

CWSRF - Base Program or Infrastructure(BIL-G) General Supplemental	$ 1,250,000	Sewer overflow and stormwater reuse (OSG)	$
		Other Funding Source(s)	$
Infrastructure (BIL-EC) Emerging Contaminants	$	**Other Funding Source(s)**	$
Estimated Project Cost:	$ 1,250,000	**NPDES Permit Number:**	AR0033278
Community Population	90,855	**Population served by project**	

1. Project Description (A brief narrative including project location, and specific reason(s) for the project and any existing problems. (If you require additional space, please attach a separate sheet.)

The project is located at the intersection of 4th Street and I Street in Fort Smith. This project will replace a lift station that has exceeded its end of life. The system is a "can station" and will be replaced with a modern package lift station to ensure compliance with the City's NPDES permits by eliminating SSOs due to equipment failure. This project is also required by the City of Fort Smith's Federal Consent Decree.

2. System Functionality

	Yes	No		
Will the project improve, repair, upgrade, enhance, rehab, restore, create, or expand an engineered, constructed, or natural system that improves or protects surface water or ground water quality?	✓		If yes, describe the system, the surface or ground water body and how it will be improved.	The system is a "can station" and will be replaced with a modern package lift station to ensure compliance with the City's NPDES permits by eliminating SSOs due to equipment failure.

3. Permit Compliance

	Yes	No		
Are you required to meet any water quality-related permits (NPDES) that will be impacted by the project?		✓	If yes, which of your permit(s) will be impacted by the project:	

https://echo.epa.gov

	Yes	No		
Will the project allow you to achieve compliance with a permit(s) that you currently are not in compliance with?		✓	If yes, which permit(s) will the project allow you to achieve compliance with:	
Is the required NPDES permit (including any changes) approved by DEQ?	✓		If yes, describe if this project required permit changes and what changes, if any, were required. If No, explain the status	

ARKANSAS NATURAL RESOURCES COMMISSION
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF)
PROJECT PRIORITY LIST (PPL) APPLICATION/SCORE SHEET

4. Protecting Impaired Waters: 303(d) list or 305(b) Lists				
Will the project benefit a water body that is listed as impaired on Arkansas's 303(d) list (category 4 or 5) or 305(b) list?	**Yes**	**No**	If yes, list the water body that will benefit:	
		✓		
https://www.adeq.state.ar.us/water/planning/integrated/303d/list.aspx				

5. Implementing TMDL				
Will the project support the implementation of a TMDL?	**Yes**	**No**	If yes, which TMDL will be supported:	
		✓		
https://www.adeq.state.ar.us/water/planning/integrated/tmdl/				

6. Illinois or Buffalo River Protection				
Will the project reduce phosphorous contamination in the Illinois River Basin (HUC 11010003) or Buffalo River watershed (HUC 11010005)?	**Yes**	**No**	If yes, which watershed will your project reduce phosphorous contamination in?	
		✓		
https://water.usgs.gov/wsc/cat/11010003.html				
https://water.usgs.gov/wsc/cat/11010005.html				
https://arkansasdeq.maps.arcgis.com/apps/webappviewer/index.html?id=fb5a6aa70fd940cda4c9a3d7bc2fbb15				

7. Green Project Reserve				
Does the project include anything that will count as Green Project Reserve?	**Yes**	**No**	If yes, please describe the project aspects that qualify for GPR and what % of the project is estimated to qualify for GRP:	
		✓		
https://www.epa.gov/cwsrf/green-project-reserve-guidance-clean-water-state-revolving-fund-cwsrf				

8. Asset Management Plan			
Do you have an asset management plan or will developing an asset management plan be included as part of this project?	**Yes**	**No**	Use the link below to get information about asset management planning
	✓		
https://www.epa.gov/sustainable-water-infrastructure/planning-sustainable-water-infrastructure			

9. Consolidation & Regionalization				
Will the project include consolidation and regionalization between utilities, at least one of which has a population under 10,000 people?	**Yes**	**No**	If yes, list all the utilities involved in the project:	
		✓		
If no, is your utility the result of a regionalization between utilities, at least one of which has a population under 10,000 people?	**Yes**	**No**	If yes, please provide the details of this historical consolidation:	
		✓		

I, the undersigned representative of the applicant or grant recipient, certify that the information contained herein, and any attached statements, exhibits and reports are true, correct and complete to the best of my knowledge and belief. I also understand and acknowledge that the ANRC may request additional information needed to score your proposed project.

Applicant's Printed Name	**Applicant's Signatrue**	Date
Preparer's Printed Name	**Preparer's Signature**	Date

Please submit your form to : AGRI.Applications@arkansas.gov

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Andrew Meyer, Airport Director-Fort Smith Regional Airport

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 24, 2026

SUBJECT: Community Assistance Grant Program Application-Fort Smith Regional Airport

SUMMARY

On June 15, 2026, Arkansas Governor Sarah Huckabee Sanders and the Arkansas Economic Development Commission announced the opening of the Fiscal Year 2027 Community Assistance Grant Program. This program was designed to create economic opportunity, reduce poverty, promote self-sufficiency, and revitalize Arkansas communities. After discussion amongst city staff, it has been determined that submitting an application that would allow design work of a special mission complex at the Fort Smith Regional Airport meets the program's eligibility requirements and would represent a competitive proposal.

If awarded, funding through the Community Assistance Grant Program will support the design of a Special Mission Complex at the airport to enhance operational capabilities and accommodate future growth. The proposed complex will include aircraft hangars, a fuel farm, and expanded aircraft ramp access to strengthen the airport's aviation infrastructure. Most importantly, these improvements will enhance support for the Foreign Military Sales (FMS) training mission by providing the facilities necessary to accommodate participating nations and expand Adversarial Air Contract operations, further reinforcing the airport's strategic role in national defense and international military partnerships.

This grant program comes at a 80% state and 20% local participation rate. This equates to a $560,000 state and $140,000 local match with a total project cost of $700,000. The local match will be paid utilizing funds from the Airport General Operating Fund.

For questions about the Community Assistance Grant Program, please contact me. For questions about the proposed project, please contact Andrew Meyer-Airport Director, Fort Smith Regional Airport.

ATTACHMENTS

1. AEDC_CAGP_Resolution-Airport.pdf

GRANT AMOUNT:	*$700,000*
GRANT NAME:	*Community Assistance Grant Program*
GRANT AGENCY:	*Arkansas Economic Development Commission*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE COMMUNITY ASSISTANCE GRANT PROGRAM ADMINISTERED BY THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION-FORT SMITH REGIONAL AIRPORT

WHEREAS, the City of Fort Smith Board of Directors understands that in July of 2026 the Arkansas Economic Development Commission announced that they are accepting applications for the Fiscal Year 2027 Community Assistance Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors recognizes that the Community Assistance Grant Program provides financial assistance to cities, counties, and nonprofit organizations throughout the State of Arkansas for eligible community and economic development initiatives that foster economic opportunity, reduce poverty, promote self-sufficiency, and strengthen and revitalize communities; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a cost share is required at a 80% State and 20% local participation rate; and

WHEREAS, the City of Fort Smith Board of Directors understands that the said match equates to a $560,000 State and $140,000 Local cost share basis for a total project cost of $700,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that the required $140,000 local match would be paid from the Airport General Operating Fund and;

WHEREAS, the City of Fort Smith Board of Directors understands that submission of a Grant Application to the Community Assistance Grant Program does not guarantee an award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Mayor is hereby authorized to submit an application to the Community Assistance Grant Program administered by the Arkansas Economic Development Commission in the amount of $700,000 for the purpose of procuring professional services to design a special mission complex which will support additional airport operations and growth.

This Resolution adopted this _____day of August 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Angel Tracy, Manager-Miss Laura's Brothel Museum

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 24, 2026

SUBJECT: Community Assistance Grant Program Application-Miss Laura's Brothel Museum

SUMMARY

On June 15, 2026, Arkansas Governor Sarah Huckabee Sanders and the Arkansas Economic Development Commission announced the opening of the Fiscal Year 2027 Community Assistance Grant Program. This program was designed to create economic opportunity, reduce poverty, promote self-sufficiency, and revitalize Arkansas communities. After discussion amongst city staff, it has been determined that submitting an application that would allow for educational programming concerning human trafficking identification and awareness at Miss Laura's Brothel Museum meets the program's eligibility requirements and would represent a competitive proposal.

Miss Laura's Brothel Museum is one of Fort Smith's most distinctive historic landmarks, preserving the city's complex frontier heritage through the story of its once-famous Victorian brothel, built in 1898. As the only surviving structure from Fort Smith's historic red-light district, the museum provides visitors with an educational look at the lives of the women who lived and worked there while exploring broader themes of frontier commerce, women's history, and social change. Today, the museum serves as a premier heritage tourism destination, attracting thousands of visitors annually, strengthening downtown Fort Smith's tourism economy, and reinforcing the city's reputation for embracing and preserving its unique and authentic history.

If awarded, funding through the Community Assistance Grant Program will support educational programming focused on the identification, prevention, and awareness of human trafficking. Miss Laura's is currently developing a new exhibit that will examine the realities of modern-day human trafficking and its impact on the Fort Smith region. In partnership with organizations such as Monarch 61 and the Fort Smith Crisis Intervention Center, Miss Laura's will expand its outreach efforts by providing specialized education and awareness training to key community stakeholders, including hotel personnel, salon professionals, airport employees, rental car staff, and other frontline individuals who are uniquely positioned to recognize and report potential trafficking activity.

This grant program comes at a 80% state and 20% local participation rate. This equates to a $8,000 state and $2,000 local match with a total project cost of $10,000. The local match will be paid utilizing funds from the Program Expenses account under Miss Laura's.

For questions about the Community Assistance Grant Program, please contact me. For questions about the proposed project, please contact Angel Tracy-Museum Manager, Miss Laura's Brothel Museum

ATTACHMENTS

1. AEDC_CAGP_Resolution_-Miss_Laura_s (1).pdf

GRANT AMOUNT:	*$10,000*
GRANT NAME:	*Community Assistance Grant Program*
GRANT AGENCY:	*Arkansas Economic Development Commission*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE COMMUNITY ASSISTANCE GRANT PROGRAM ADMINISTERED BY THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION-MISS LAURA'S BROTHEL MUSEUM

WHEREAS, the City of Fort Smith Board of Directors understands that in July of 2026 the Arkansas Economic Development Commission announced that they are accepting applications for the Fiscal Year 2027 Community Assistance Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors recognizes that the Community Assistance Grant Program provides financial assistance to cities, counties, and nonprofit organizations throughout the State of Arkansas for eligible community and economic development initiatives that foster economic opportunity, reduce poverty, promote self-sufficiency, and strengthen and revitalize communities; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a cost share is required at a 80% State and 20% local participation rate; and

WHEREAS, the City of Fort Smith Board of Directors understands that the said match equates to a $8,000 State and $2,000 Local cost share basis for a total project cost of $10,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that the required $2,000 local match would be paid from the Program Expenses account under Miss Laura's Brothel Museum; and

WHEREAS, the City of Fort Smith Board of Directors understands that submission of a Grant Application to the Community Assistance Grant Program does not guarantee an award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Mayor is hereby authorized to submit an application to the Community Assistance Grant Program administered by the Arkansas Economic Development Commission in the amount of $10,000 for the purposes of educational programming concerning human trafficking identification and awareness at Miss Laura's Brothel Museum.

This Resolution adopted this _____day of August 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Wes Milam, Director of Public Safety Communications (RVCC)

DATE: May 12, 2026

SUBJECT: Department of Justice, Bureau of Justice Assistance FY25 Rural Law Enforcement Violent Crime Reduction Initiative Grant Application

SUMMARY

DOJ announced the FY2026 Model Cities Initiative (MCI) on June 3rd, 2026, as a competitive opportunity that will award approximately $300 million nationwide to just 2 to 4 cities through a cooperative agreement, with no cost-share/match required, with the first phase, a written application, due September 1st, 2026. Finalists will then be invited to present to DOJ leadership before final selections are made. I am proposing to apply for this grant to fund a $3 million radio upgrade and replacement project, a stated RVCC goal due to the age of the equipment and the looming compatibility sunset with the Arkansas Wireless Information Network (AWIN) system.

Eligibility is limited to local governments serving at least 100,000 residents, including “a collective entity acting as a single governmental unit representing a jurisdiction or contiguous region”. Under this provision, the City of Fort Smith qualifies as the entity administering the River Valley Communications Center (RVCC), which serves all of Sebastian County (population estimate of approx. 127,000).

The proposed project replaces our legacy system with modern, P25-standard equipment sized to the consolidated operation at a total estimated cost of $3,000,000, structured as a one-time hardware and implementation cost rather than a recurring obligation. Once installed, the system will be sustained by existing revenue (Arkansas Wireless 911 fees, Sebastian County landline 911 fees, the Sebastian County General Funds, and the City of Fort Smith General Funds, per the Interlocal Agreement) without further federal support. The request fits squarely within MCI's goals: it equips frontline officers with modern communication devices, strengthens coordination across patrol, investigations, task forces, prosecutors, probation, and parole, and expands multi-agency intelligence sharing, all while directly supporting law enforcement operations.

ATTACHMENTS

1. Item__2883-DOJ_RESOLUTION_ (2).pdf

GRANT AMOUNT:	*$3,000,000*
GRANT NAME:	*FY26 Model Cities Initiative*
GRANT AGENCY:	*U.S. Department of Justice*

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE FY26 MODEL CITIES INITIATIVE GRANT PROGRAM ADMINISTERED BY THE UNITED STATES DEPARTMENT OF JUSTICE

WHEREAS, the City of Fort Smith Board of Directors recognizes that the US Department of Justice (DOJ) has announced the FY2026 Model Cities Initiative (MCI), a competitive funding opportunity that will provide approximately $300 million to two or four selected cities to implement comprehensive and innovative strategies to reduce crime, restore law and order, and serve as a nationwide example; and

WHEREAS, the City of Fort Smith is the entity administering the River Valley Communications Center (RVCC), Sebastian County's sole, consolidated public safety answering point, which provides 911 dispatch and emergency communications services to the entirety of Sebastian County, with a countywide population last estimated at approximately 127,000 residents, thus satisfying MCI's eligibility threshold as a collective entity representing a contiguous region; and

WHEREAS, the proposed project would replace RVCC's legacy radio system with modern, P25-standard equipment sized to the consolidated countywide operation, at an estimated total project cost of up to $3,000,000; and

WHEREAS, the Fort Smith Board of Directors understands that cost sharing has been waived and is not required with respect to the FY2026 MCI application;

WHEREAS, the Fort Smith Board of Directors understands that a submittal does not guarantee such request will be selected, as DOJ anticipates selecting only two to four cities nationwide through a competitive, two-phase review process, with the first application due September 1, 2026

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

Section 1: The City Administrator is hereby authorized to submit an application to the United States Department of Justice for the FY2026 Model Cities Initiative, on behalf of the City of Fort Smith in its capacity as the entity administering the River Valley Communications Center, for a regional interoperable radio communications upgrade at an estimated total project cost of up to $3,000,000.

Section 2: The City Administrator is further authorized to execute any other certifications, assurances, appendices, or supporting documentation required by DOJ as part of the application. To the extent required, the Mayor, his signature being attested by the City Clerk, is authorized to execute the Certification by the Mayor.

This Resolution adopted this _____day of August, 2026.

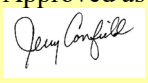
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Dr. Sara Deuster, Director of Parks and Recreation

DATE: July 29, 2026

SUBJECT: Design Services for Creekmore Park Pool Pump House Renovation

SUMMARY

Included in the FY26-FY30 Parks Capital Improvement Plan is the renovation of the pump house building, including the mechanical equipment (pumps, filters, piping, etc.), at Creekmore Park Pool. Apart from typical repairs, the last major renovation of the mechanical equipment occurred in 1990. Attached for your reference is an excerpt from the Swimming Pool Audit completed in 2023 detailing the evaluation of and recommendations for the existing pump house and mechanical equipment. The estimated cost of this project is $1.5 million.

MAHG Architecture, Inc. was selected to provide architectural and engineering services for this project. The agreement allows for these services to be provided from initial project design through project completion, including construction administration. Effectively addressing the mechanical equipment requires field expertise and value engineering during the design phase. Because of their familiarity with the mechanical system at Creekmore Park Pool, Burton Pools and Spas will serve as an aquatics consultant for MAHG during the design phase.

The attached resolution authorizes the Mayor to execute an agreement with MAHG Architecture, Inc. to provide architectural and engineering services for an amount not to exceed $145,520.00, plus reimbursable expenses as identified in §11.8 of the Agreement.

This project is in alignment with the comprehensive plan policy FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of structure and service provision).

Please contact me should you have any questions or require additional information.

ATTACHMENTS

1. 8-4-26_Item_ID_2929_Resolution.pdf
2. 8-4-26 Item ID 2929 Agreement.pdf
3. 8-4-26 Item ID 2929 Pool Audit Excerpt.pdf

FISCAL IMPACT: *$145,520.00*
BUDGET INFORMATION: *Budgeted / Parks and Recreation - 1/8% Sales and Use Tax*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT WITH MAHG ARCHITECTURE, INC. FOR CREEKMORE PARK POOL PUMP HOUSE RENOVATION

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute an architectural and engineering services agreement, incorporated herein by reference, with MAHG Architecture, Inc. for design and construction observation services for Creekmore Park Pool pump house renovation for an amount not to exceed $145,520, plus reimbursable expenses as identified in §11.8 of the agreement.

This Resolution adopted this _____day of August, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of July in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Fort Smith
623 Garrison Avenue
Fort Smith, AR 72901

and the Architect:
(Name, legal status, address and other information)

MAHG Architecture, Inc.
6400 Riley Park Drive
Fort Smith, AR 72916

for the following Project:
(Name, location and detailed description)

Creekmore pool Pump House Renovation
3201 South M Street
Fort Smith, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Replacement of existing Pump House structure with new structure of sufficient size to accommodate filter tanks, water heaters, surge tanks, pool chemical storage, pumps, and other pool equipment and piping. Update existing equipment and piping where needed and provide separate surge tank for each pool as required by code.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing pump house is a masonry structure located north of the indoor pool building. The building is a single story above grade and is 15'-10" x 44'-0" in size. The building provides storage for pool chemicals at grade level. The building has a basement which houses the piping and pumps from the indoor pool and the outdoor Olympic size pool. The floor level of the basement is 12'-0" below the grade level floor. Located to the north of the pump house are three above grade sand filters, two pool heaters, and a below grade surge tank. The items located north of the pump house are uncovered and exposed to the weather. An 8" water line which supplies the pool comes into the pump house from the west. A 12' drain line exits the pump house to the west and passes through a manhole just west of the building. 8" and 12" perimeter overflow lines are located underground just north of the above grade sand filters and enter the surge tank from the north.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

The budget for construction and professional fees should not exceed $1,500,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

Construction should occur in the period between when the pool closes for the summer and when it opens again the next summer.

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk (CMAR)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Sara Deuster, Director of Parks and Recreation
City of Fort Smith
3301 South M Street
Fort Smith, AR 72901
Phone: 479-784-1009

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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See 1.1.11.2

.2 Civil Engineer:

See 1.1.11.2

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Galen Hunter, AIA
Principal
MAHG Architecture
6400 Riley Park Drive
Fort Smith, AR 72916

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CM Structural Engineering, PLLC
Phone: 479-235-7370
Email: cmstructuralengineering.com

.2 Mechanical Engineer:

HSA Engineering, Inc
7405 Ellis Street
Fort Smith, AR 72916

.3 Electrical Engineer:

HSA Engineering, Inc.
7405 Ellis Street
Fort Smith, AR 72916

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer:
Mickle Griffin Engineers
3434 Country Club Avenue
Fort Smith, AR 72903

Geotechnical Engineer:
Data Testing
3434 Country Club Avenue

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Fort Smith, Arkansas

Pool Consultant:
Burton Pools and Spas
6121 S. Zero Street
Fort Smith, AR 72903

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the

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actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Four Million Dollars ($ 4,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 To the fullest extent permitted by law, Architect shall indemnify OWNER and its officers and employees from and against damages, losses and expenses, including but not limited to attorney's fees, arising out of Architect's performance of this Agreement, provided that any such damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property owned by the OWNER or a third-party but only to (b) the extent caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by the Architect or any for whose acts the Architect is liable.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required

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for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting

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forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors;
- **.3** preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- **.4** participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point

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indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP

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§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 Architect will develop a written space program as part of Programming/Pre-Design
4.1.1.6 Architect will utilize Revit (BIM Software) in development of construction documents
4.1.1.8 Architect will employ a civil engineer and bill the owner the cost of civil engineering services as a reimbursable expense with no mark-up.
4.1.1.9 Architect will provide landscape layout as part of Basic Services. If Owner desires to utilize the services of a licensed landscape architect, the Architect will bill the cost of the landscape architect's services as a reimbursable expense with no mark-up.
4.1.1.10 Architect will select finishes and colors as part of Basic Services.
4.1.1.14 Conformed documents for construction will be included in Basic Services.
4.1.1.15 As-designed record drawings will be included in Basic Services.
4.1.1.20 Architect will coordinate with owner's consultants as part of Basic Services.
4.1.1.21 Architect and Electrical Engineer will provide conduit and back boxes for telecommunications and data at locations requested by the owner.
4.1.1.30 Geotechnical Engineer will be engaged by the architect and billed to the owner as a reimbursable expense with no mark-up. The Pool Consultant will be engaged by the architect and billed to the owner as a reimbursable expense with no mark-up.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental

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Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Weekly ( ) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be

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reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;

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.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants,

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agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[X] Other: Litigation in the Circuit Courts of Fort Smith District of Sebastian County

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

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Professional fees (Architect, Engineers, Supplemental & Additional Services and Reimbursables) earned since last billing to the Owner

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: $5,000 (Five-Thousand Dollars)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project,

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provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight point five (8.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil engineering will be billed as a reimbursable expense.

Existing Conditions Survey & Historic Plan Review $6,130.00
1.GPS Survey of the target area surrounding the construction site
2. Review of historic pump house plans and plans by others
3. Preparation of existing site conditions exhibit

Limited Grading Plan, plus Demolition & Erosion Control sheets $9,920.00
1. Site Plan and conceptual grading plan for new building (2 iterations)
2. Preparation of construction sheets for demolition, grading, and erosion control

Geotechnical Investigation $1,970.00
1. One (1) boring to a 5-foot depth with proposed building location, including classification
2. Preparation of geotechnical report assuming shallow foundation recommendation

Total Survey, Civil Engineering, and Geotechnical Fee $18,020.00

The Pool Consultant will be billed ot the owner as a reimbursable expense with no mark-up.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated with the Owner, if necessary

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional

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Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15 %)
Design Development Phase	Twenty percent (20 %)
Construction Documents Phase	Forty percent (40 %)
Procurement Phase	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	**Rate ($0.00)**
Principal	$210 per hour
Staff Architect	$160 per hour
Project Designer	$135 per hour
Interior Designer	$125 per hour
Project Coordinator	$110 per hour
Technical Staff	$105 per hour
Administrative Assistant	$95 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary

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to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	BY: Galen Hunter, AIA | President, MAHG Architecture
	(Printed name, title, and license number if required)

Counterparts and Electronic Signatures: This Contract 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.

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EXCERPT ONLY

FORT SMITH, AR- CREEKMORE PARK POOL SWIMMING POOL AUDIT

August 31, 2023



Counsilman · Hunsaker
AQUATICS FOR LIFE

MECHANICAL ROOM: Pool Mechanical Rooms



MECHANICAL ROOM LAYOUTS

The original facility mechanical building for the Competition and Diving Pools is a two-story mechanical building in the northeast corner of the site. The pool recirculation pumps and a majority of the exposed recirculation piping are in the basement below water level. An open-air surge tank and three (3) steel filters are in the exterior mechanical yard north of the mechanical building with a chain-link fencing enclosure and gate. The primary sanitization for the two large pools uses a single Pulsar calcium hypochlorite erosion feeder in a dedicated chlorine room that exits directly onto the pool deck rather than into the secured mechanical yard.

All mechanical equipment for the Wading Pool is in a separate dedicated mechanical shed at the northeast corner of the site. The mechanical shed is completely full of equipment with pumps, filters, and the calcium hypochlorite system all located on grade. The chemicals used for the Wading Pool are not separated from the rest of the pool equipment or properly ventilated, leading to significant corrosion within the enclosure.

Recommendation

Refer to the assessment report generated by Crafton Tull for recommendations associated with the physical mechanical building. Separation of the primary chemicals into dedicated rooms is strongly recommended for safety reasons and to reduce the impact of corrosion on the building and other equipment.















PIPING

The original piping design of the Creekmore Park Pools utilizes cast-iron. Over the course of multiple renovations, sections of the cast-iron pipes have been replaced with PVC, leading to the current mixture of cast-iron and Schedule 40 PVC piping. Based on the advanced age of the original facility and piping, deterioration inside of the original cast-iron piping has been occurring for some time, based on the staining pattern seen at the return inlets in the Competition Pool and Diving Pool. The piping for the Competition Pool and Diving Pool run off a single recirculation system, utilizing a series of valves to allow one pool to be separated from the other as needed for maintenance and operation. During normal operation, all three pumps operate simultaneously, and treated water is returned to both pools at the same time without a means of adjusting relative flow rates. A 5" equalizer pipe connects the two main pools at approximately 4'-0" of water depth, and is required as long as both pools run on the same system. Splitting the pools into two separate systems requires capping the equalizer pipe and patching the pool shells.

The suction piping is 8" for the Diving Pool and 12" for the Competition Pool. The return piping is 6" from each of the three (3) recirculation pumps connected to an 8" return pipe for the Diving Pool and a 12" return pipe that splits into two 10" return pipes for the Competition Pool. As noted in the Main Drain sections of this report for the Competition and Diving Pools, the suction piping size is sufficient for the observed flow rate and in compliance with code-maximum 6 ft/sec suction piping velocities. The return pipe size for both the Competition Pool and Diving Pool is also compliant for the observed flow rates and 8 ft/sec maximum return piping velocity. Although the Arkansas Health Code allows for existing pools to meet an 8-hour turnover, it limits new construction to a 6-hour turnover (same as the ISPSC). Counsilman-Hunsaker recommends increasing the flow rate to both pools beyond the minimum 6-hour turnover requirement, especially for pools with high bather loads and outdoor pools with increased organic matter, to maintain healthier overall water quality and reduce the risk of water-borne illnesses at the pool. The piping diameters would not need to be increased to bring the entire recirculation system into compliance with the recommended 5-hour turnover and upgraded flow rates listed in the Pumps section of this report.

The above-grade piping for the Wading Pool is Schedule 40 PVC. Piping supports for much of the Wading Pool system are incorrectly installed, with temporary segments of PVC piping providing bracing in lieu of permanently anchored supports.

Due to the density of the piping installation and overall size of the shed, there is insufficient space to properly walk around the mechanical shed during operation of the pumps, filters, or chemical systems. It is Counsilman-Hunsaker's standard to utilize Schedule 80 PVC for all new pool construction where piping is not encased in concrete to provide increased durability for the pool piping. As noted in the Main Drain and Return Inlets sections of this report for the Wading Pool, the piping diameter is insufficient to meet for an increased turnover rate.

Recommendation

It is recommended that any existing cast-iron piping remaining beneath the pool shell or pool deck be replaced as soon as convenient with either concrete-encased Schedule 40 PVC or backfilled Schedule 80 PVC to eliminate the remaining sources of rust and staining occurring at the return inlets. Within the mechanical building, it is recommended the pool systems be demolished and replaced with new individual Schedule 80 PVC systems for the Diving Pool and Competition Pool. As noted in the Main Drains and Return Inlets sections of the Wading Pool assessment, the piping will need to be replaced with a larger capacity Schedule 80 PVC piping to comply with the maximum code velocities through pool piping.

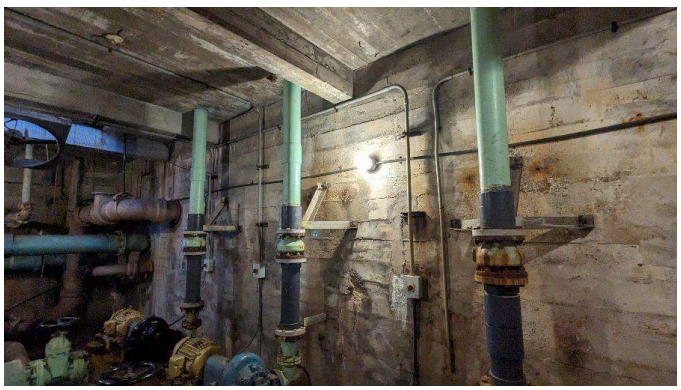


















FLOW METERS

The flow meters for the Competition and Diving Pools (33 and 34 in image below, respectively) are obsolete analog meters. The flow rates observed prior to filter backwashing and strainer cleaning were approximately 190 GPM for the Diving Pool and 900 GPM for the Competition Pool, significantly below the full pump capacity and out of compliance with turnover requirements. It is unknown if the observed flow rates reflect an accurate calibration and reading of the pool system. Electromagnetic (magmeter) flow meters are recommended on all new facilities for improved accuracy of flow readings and remote monitoring capabilities when tied into a compatible water chemistry controller. There are three (3) flow meter dials at the Wading Pool of a newer generation but still analog-style meters. Only one of the flow meters was operable and read approximately 350 GPM at the time of the site visit. This is known to be incorrect, as the pump curve for the installed recirculation pump at the Wading Pool is only capable of supplying up to 130 GPM.

Recommendation

Install new magmeter style flow meters for all pool systems with connections to their respective water chemistry controller for digital automated readouts and alerts.





RECIRCULATION PUMPS

The Competition Pool and Diving Pool run off a combined three (3) identical recirculation pumps located in the basement of the mechanical building. Each pump is rated for 565 GPM and 74 TDH, powered by 15HP/1,800 RPM motors. The impellers are trimmed to a diameter of 9.49" to provide the rated flow, and all pumps are kept under flooded suction in the basement location several feet below the pool water level. When both pools are operating simultaneously, two of the pumps circulate water through the Competition Pool and the remaining pump circulates water through the Diving Pool. Based on the rated pump capacities, the respective recirculation rates are 1,130 GPM to the Competition Pool and 565 GPM to the Diving Pool, for turnover rates of 7.26 hours and 6.55 hours, respectively. As noted in the Piping section of this report, these turnover rates comply with Arkansas Health Code for existing pools, but are slower than the 6-hour code maximums for new pools and slower than industry recommended targets exceeding code minimum for healthy water chemistry. Counsilman-Hunsaker recommends a target turnover rate of approximately 5 hours for both pools to better handle large bather loads and the increased amount of organic matter present in outdoor pools (sunscreen, sweat, tree leaves, grass clippings, etc). Achieving the increased turnover rate would require new pumps designed to provide approximately 1,640 GPM to the Competition Pool and 740 GPM to the Diving Pool. Remodeling any portion of the existing pools will require the existing system to be brought into compliance with the standards for new pools per the Arkansas Pool Code Section XXIV.

A small cast-iron strainer is located at each pump upstream of the impeller. Significant corrosion was visible on the strainer bodies, and the small interior volume requires increased frequency of cleaning to maintain a desired flow rate through the system. The strainers should be replaced with new fiberglass model strainers that have larger strainer baskets and corrosion-resistant construction. Variable frequency drives (VFD's) are recommended for all new pumps to increase efficiency and longevity of the pumps. They work by monitoring and modulating the motor speed to adjust the target flow rate rather than trimming the impeller to achieve a flow rate by running the motor at full speed. VFDs cannot be added to existing pumps where impellers have already been trimmed to a set diameter.

Recommendation

Install new end-suction pump motors and impellers to meet the increased flow rate and turnover recommendations. Include VFDs to improve system efficiency and pump motor lifespan. Install new higher capacity fiberglass hair & lint strainers to replace the existing corroded metal strainers. It is strongly recommended that two separate recirculation systems be utilized for the pools when reconstructed.








BALDOR • RELIANCE
Super E Motor





WADING POOL RECIRCULATION PUMP

The Wading Pool recirculation pump is a self-priming 2HP Pentair Challenger Pump with a Century 3,450 RPM motor and integral strainer. The age of the pump is unknown, but model #343240 is discontinued by Pentair. Although the flow meter read 350 GPM at the time of the site visit, the pump curve for the Challenger pump maxes out at 130 GPM. The maximum 130 GPM flow rate at the Wading Pool provides a turnover of approximately 2.82 hours. Although this is compliant with the 4-hour maximum required by the Arkansas Pool Code, it is slower than the 1-hour maximum turnover rate for wading pools required by the 2021 ISPSC. The recirculation rate would need to increase to approximately 370 GPM to comply with the 1-hour turnover, and the piping upsized to handle that rate of flow at a safe velocity.

Recommendation

Replace the existing Wading Pool recirculation pump at the same time the piping systems are replaced. The new pump must comply with DoE requirements for pump efficiency.





WADING POOL FEATURE PUMPS

The Wading Pool features (currently, only the umbrella feature operates) are powered by a pair of matching 2.20 HP Pentair Challenger High Performance Pumps with Century 3,450 RPM motors and integral strainers. The age of the pumps is unknown, but model #343234 is discontinued by Pentair. The specific make and model of the umbrella feature is unknown, but similar products on the market utilize a flow rate ranging from 50-250 GPM. The 4" suction and 3" return pipe diameters can accommodate up to 234 GPM on the suction side and 181 GPM on the return side for the Schedule 40 PVC piping installed. Depending on the actual utilized flow rate, the pipes may or may not be sufficient to meet code velocity requirements.

Recommendation

Confirm the manufacturer's required flow rate for the umbrella feature and replace the pair of feature pumps with a single pump at the same time the piping systems are replaced. The new pump must comply with DoE requirements for pump efficiency. If the Wading Pool is replaced with a sprayground, all new pumps will be required for the spray features.



VALVES

The valves throughout the mechanical building are heavily corroded, especially where installed on the original cast-iron piping, and should be replaced at the same time the pool piping is replaced. Although the cast-iron valves and fittings at the filter face piping outdoors are in better condition than the interior valves, they cannot be re-used on new PVC systems or with the new filters required. Valves at the Wading pool are in better condition due to their PVC construction, but will need to be updated to match any changes to pipe diameter.

Recommendation

Replace all valving at the same time the pool piping is replaced.











FILTRATION EQUIPMENT

The filtration system for the Competition and Diving Pools utilizes three (3) vertical steel high-rate sand filters. Documentation was not available to confirm the make and model of the steel tanks, but they appear to be two-piece center flanged steel tanks sold by Swimtime and fabricated by United Industries. Without information on the interior tank volume, the filtration rate cannot be determined. Evidence of corrosion is present on all surfaces of all three filter tanks. The corrosion has been a long-standing issue, although steel patches have not been required yet. Backwash from the filters routes to a covered pit located immediately adjacent to the north side of the mechanical building. The pit is covered with an open grating, and the backwash pipe terminates in an open 90 fitting. The clearance from the bottom of the backwash fitting to the top of the backwash pit is less than 6", which does not meet the backflow prevention requirements of the Arkansas Pool Code.

The interiors of the filter tanks were not inspected during the assessment visit, but given the condition of the exterior of the tanks and the overall age of the system, it is assumed that the interior waterproof lining of the tanks has deteriorated significantly. While Swimtime does appear to offer an option PVC liner for their filter tanks, that comes with a limited 15-year warranty that may not have been available at the time these filters were procured. Regardless, the age of the filters is assumed to be well beyond 15 years. Without a waterproof lining inside the tank, significant unseen corrosion is expected, and is contributing to the rust staining visible on the pool liners beneath the return inlets. The age of the filter media inside the tanks is unknown, but the typical lifespan is approximately 10 years for filter media.

Filtration at the Wading Pool utilizes a pair of TR140-C Triton II Commercial fiberglass sand filters. The filtration area for each filter is 7.06 SF and the maximum flow rate through each filter at a filtration rate of 15 GPM/SF is 106 GPM. Counsilman-Hunsaker's design recommendation for sand filters is based on a

maximum filtration rate of 12.5 GPM/SF, and would require two (2) equivalent Triton sand filters for 14.1 SF of filter area at the estimated 130 GPM recirculation rate. The filtration system appears to be adequately sized for the existing Wading Pool flow rate, but will need to be replaced with a larger system to comply with code turnover. The backwash from the filters is directed to a funnel connection in the northeast corner of the mechanical shed, but does not meet the backflow prevention requirement of a 6" air gap.

Recommendation

Given the corrosion evident on the filter tanks and the target recirculation rate exceeding the capacity of the existing filters, it is recommended the filter tanks be replaced in their entirety. Current industry standard for high-rate sand filters utilizes horizontal fiberglass filter tanks to provide enhanced corrosion resistance and increased filter surface area. Alternatively, regenerative media filtration may be considered as an option, though the improved filtration and decreased footprint of the system must be weighed against the increased cost compared to sand filters. A new backwash line to sanitary will be required by code, including an air gap or other approved form of backflow prevention and a backwash pit. The backwash pit can be either indoors or outdoors, and will be sized based on a verified sanitary sewer capacity. If the available flow is high enough, a backwash funnel could be used to minimize space impacts. The filtration system should be replaced or supplemented to achieve the appropriate filtration for the Wading Pool.









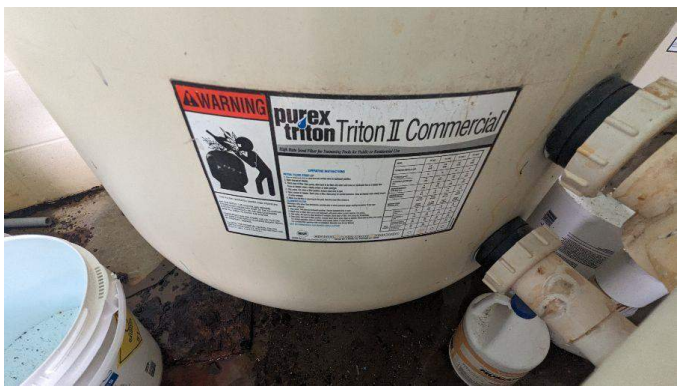











WARNING
purex
triton
Triton II Commercial

SURGE TANK

Surge capacity for the gutter system at the Competition and Diving Pools is provided through an open-air surge tank approximately 10'-0" W x 20'-3" L x 9'-1" D. Although the size of the surge tank equates to approximately 9,215 gallons, the water level within the tank was observed as less than 6” from the top of the tank. Without any freeboard available, there is no available surge capacity within the tank, and it must all be captured within the pool piping and stainless-steel gutter troughs. The Arkansas Pool Code requires a minimum of 1 gallon/SF of surge capacity; with a combined water surface area of 18,931 SF, the Competition and Diving Pool require significantly more surge capacity than available to be code compliant. An insulated cover was present on the deck adjacent to the surge tank, and is used to reduce evaporation from the open-air tank. No direct suction lines pass through the surge tank, so there is no means of easily switching between suction from the main drains and suction from the surge tank. Industry standard for new gutter pools with surge tanks is to provide a float valve on the direct suction line in the surge tank to ensure the pool pumps can maintain continuous suction flow and switch between the tank and the pool as the water level fluctuates due to bather load. The Wading Pool utilizes skimmers, so no surge tank is required.

Recommendation

A surge tank with sufficient surge capacity must be provided for the pools; two surge tanks will be required if the pool systems are separated to prevent any cross-contamination between pools. New surge tanks should be constructed fully below-grade with a lid to minimize evaporation and contamination from outside material, but do not need to be located immediately adjacent to the pool shells. A direct suction line with a float valve will allow the pool pump to automatically switch between suction from the pool main drains and suction from the surge tank to maintain a balanced water level.













SANITIZATION (CHEMICAL TREATMENT)

Solid chlorine is used as the means of sanitizing all three bodies of water, with two (2) Pulsar calcium hypochlorite erosion feeders in use: one (1) Pulsar PS-8000 for the Competition and Diving Pools capable of a maximum feed rate of 357 lbs/day of chlorine, and one (1) Pulsar PS-5000 for the Wading Pool capable of a maximum feed rate of 119 lbs/day. Both systems are sufficiently sized to deliver chlorine daily, based on Counsilman-Hunsaker's calculations. While the cal hypo system for the main pools is in a dedicated and separately ventilated chlorine room in the mechanical building, the Wading Pool system is located inside the mechanical shed without any separation or ventilation. The booster pump for the main pools is located at grade in the mechanical room on the opposite side of the chlorine room wall and the booster pump for the Wading Pool is located immediately behind the Pulsar system inside the mechanical shed. Spare buckets of calcium hypochlorite tablets are stored outdoors behind the fenced mechanical yard enclosure. During the site visit, the operator noted a dislike of the erosion tablet system because it is more difficult to shock the pool or otherwise quickly adjust the level of free chlorine in the water to deal with contamination, leading to manual supplementation of the pool chemistry with granular chlorine. Due to the lack of separation between the chlorine system and the rest of the pool equipment in the Wading Pool mechanical shed, and the lack of ventilation available, significant corrosion is evident within the building, especially on conduit, junction boxes, and other metallic components. It is strongly recommended chlorine be stored in a dedicated room for safety and security as well as mitigating the adverse corrosive effects of the chlorine fumes.

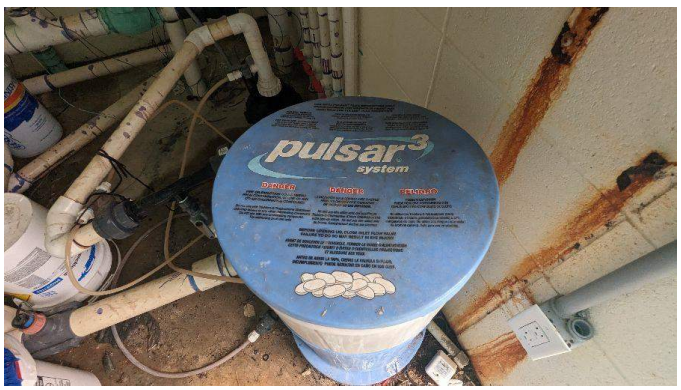
Recommendation

If the Competition and Diving Pool are split into separate recirculation systems, a separate cal hypo feeder must be provided for each system. The Owner can utilize sodium hypochlorite in lieu of calcium hypochlorite if desired, and Counsilman-Hunsaker can provide information on the pros and cons for the change (liquid chlorine requires room for bulk storage of sodium hypochlorite liquid and the ability for local pool chemical supplier to connect to chemical room). For the Wading Pool, the chlorine should be stored in a dedicated secure room to minimize impact of corrosive fumes. Alternatively, it can be stored outdoors in a fenced enclosure. Either way, it should remain secure to mitigate the safety risks associated with access to the chlorine by staff or patrons.








pulsar 3
system

PH BUFFER (CHEMICAL TREATMENT)

To maintain the pH levels and other secondary measures of water chemistry at all three bodies of water, balancing chemicals are currently added by hand. All chemicals, including sodium bicarbonate, calcium hardness supplements, powdered chlorine, and chlorine tablets, are currently stored on the first level of the mechanical building without separate ventilation or adequate security. Arkansas Pool Code requires a chemical feeder for maintaining the pH of pool water, per Section XIII. For new pool construction, liquid muriatic acid and CO2 are the two primary buffers utilized as industry standard. Both options can be monitored remotely, and the injection feed can be automated to simplify the day-to-day maintenance of the water chemistry. CO2 requires a low total alkalinity level in the source water, which must be verified prior to installing CO2, otherwise it has a negative impact on the overall water chemistry and can lead to pH lock. Where acid is used, dedicated ventilation should be provided for the acid room to prevent the spreading of corrosive fumes into the rest of the mechanical building.

Recommendation

Install an automated feed system for the pH buffering chemical, which can be tied into a compatible water chemistry controller, for all three bodies of water. All chemicals, especially a highly corrosive liquid like muriatic acid, should be stored in dedicated chemical rooms apart from chlorine to minimize negative impact of the corrosive chemical fumes.



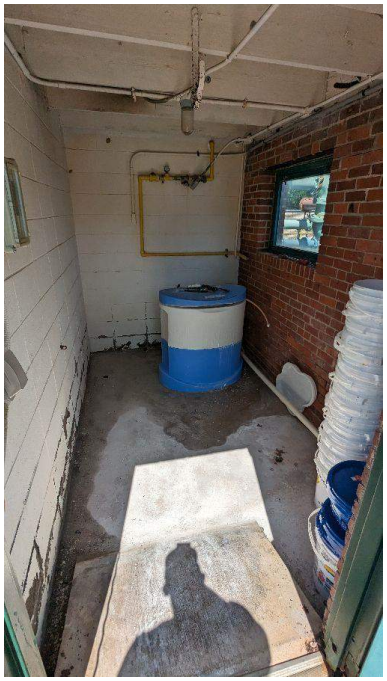


CHEMICAL ROOMS (CHEMICAL TREATMENT)

A single dedicated chemical room is located at the northeast corner of the existing mechanical building and houses the calcium hypochlorite system for the Competition and Diving Pools. The room is oversized for the Pulsar system, but the original pool design utilized a larger gas chlorine system. Effects of corrosive fumes from the earlier gas chlorine system are evident in the peeling paint and deteriorated interior finishes of the chlorine room. The louvered door leads directly onto the public pool deck, posing a hazard where chlorine fumes may spread to a public area rather than a secured mechanical yard. The chemical warning sign on the exterior of the door has faded almost to the point of illegibility. There are no chemical rooms for the Wading Pool. An emergency eyewash/shower is located within the main mechanical building, but one should be located within the chemical room where the hazard is greatest.

Recommendation

The renovation of the mechanical building should include two dedicated rooms for the chlorine and pH buffer systems. It is strongly recommended a chemical room be added to the mechanical shed for the Wading Pool or the chlorine system be otherwise relocated away from the remainder of the pool equipment.

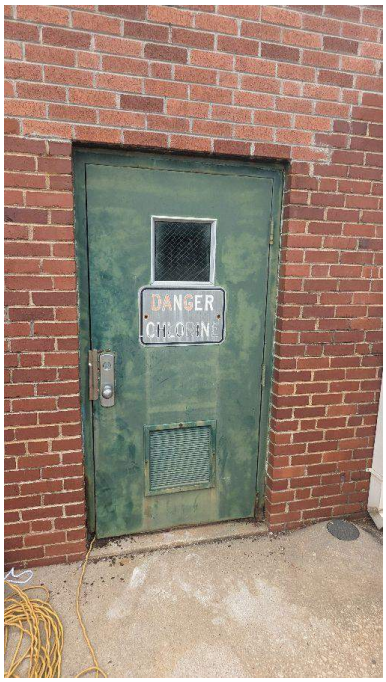












SUPPLEMENTAL TREATMENT SYSTEMS

There are no supplemental treatment systems currently installed. As noted in the Loose Equipment section of this report for the Wading Pool, the 2021 ISPSC requires secondary sanitization for interactive water features. For outdoor applications, a low-pressure UV system provides sufficient reduction in chlorine-resistant pathogens. For indoor applications, CH recommends a medium-pressure UV for not only the destruction of chlorine-resistant pathogens but to assist in chloramine destruction and improved air quality for all indoor applications. This will improve the air quality at the Diving Pool, which will become critical as the bather load increases in the winter months and outdoor air exchanges are limited due to the temperature difference between the heated indoor and outdoor environment. Although it is not required, a low-pressure system is recommended for the Competition Pool system to assist in maintenance of healthier pool water chemistry.

Recommendation

A low-pressure UV system is required by code for the Wading Pool, and Counsilman-Hunsaker recommends a medium-pressure UV system for the Diving Pool and low-pressure UV system for the Competition Pool, though neither are code-

mandated. Medium-pressure UV for the indoor Diving Pool is a higher priority than the outdoor Competition Pool due to the negative impact combined chlorine has on indoor air quality and finishes and equipment within a natatorium.

WATER CHEMISTRY CONTROLLER

The water chemistry controller for the Competition and Diving Pools is a single ProMinent DCM200 that monitors and digitally displays two readings: ORP and pH level. There is not a water chemistry controller at the Wading Pool. Arkansas Pool Code requires that all public pools have a functional and accurate test kit or equipment for measuring free chlorine, combined chlorine, pH, total alkalinity, and cyanuric acid (where stabilizers are used). Although test kits were not visible within the mechanical building, it is assumed they are present in the manager's office. An automated controller provides remote data logging and continuous monitoring of the preset data points, which data can then be always accessed by the pool operator. Based on conversations had with the operations staff during the site visit, remote logging is a significant need, as power outages frequently happen due to thunderstorms and pumps are shut off, leading to equalization of the surge tank, flooding of the pool deck, significant water loss, and large expenses for balancing chemicals to treat the make-up water.

Recommendation

Counsilman-Hunsaker recommends upgrading the existing water chemistry controller to a new controller with sufficient capabilities to meet the testing requirements of the Arkansas Pool Code. A new water chemistry controller should be provided for the Diving Pool system once separated from the Competition Pool system, and a new controller should be provided for the Wading Pool.

