MAYOR
George B McGill

CITY ADMINISTRATOR
Jeff Dingman

CITY CLERK
Sherri Gard

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

AGENDA

Fort Smith Board of Directors
STUDY SESSION
November 10, 2026 ~ 6:00 p.m.
Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:
http://www.fortmithar.gov/watch

CALL TO ORDER

CITIZENS FORUM

ITEMS OF BUSINESS

1. Discuss regularly scheduled meetings of the Board of Directors for 2027 *(City Clerk)*

2. Presentation by Fort Smith Animal Haven ~ *Requested at the October 13, 2026 study session ~ (City Administrator)*

3. Presentation by the Oak View Group (OVG) regarding the Fort Smith Convention Center ~ *Requested at the October 13, 2026 study session ~ (City Administrator)*

4. Review draft operating agreement for Parrot Island Waterpark *(City Administrator)*

5. Discussion regarding proposed Parrot Island change order with CSM Waterworks *(City Administrator)*

6. Present proposed CIP Plans: *(Engineering)*

   6A. Five-year (2027-2031) CIP for Streets, Bridges and Associated Drainage ~ *Reviewed at the October 27, 2026 study session ~ (Engineering)* ♦

6B. CIP for Wastewater Systems Maintenance and Improvements (Non-Consent Decree) 2027-2036 ~ *Reviewed at the October 27, 2026 study session ~ (Engineering)* ♦

6C. CIP for Wastewater Systems Maintenance and Improvements (Consent Decree) 2027-2036 ~ *Reviewed at the October 27, 2026 study session ~ (Engineering)* ♦ ●

7. Review preliminary agenda for the November 17, 2026 regular meeting *(City Clerk)*

ADJOURN

City of Fort Smith City Clerk

MEMORANDUM

TO: Jeff Dingman, City Administrator

FROM: Sherri Gard, City Clerk

DATE: November 5, 2026

SUBJECT: Board of Directors Meetings in 2027

SUMMARY

Attached is a 2027 calendar that identifies all regularly scheduled meetings of the Board of Directors, which are historically scheduled for 6:00 p.m. each Tuesday evening and held at the Blue Lion, 101 North 2nd Street. Regular meetings are typically scheduled for the first and third Tuesday and study sessions on the second and fourth Tuesday.

For months that contain a fifth Tuesday, the Board has historically opted to not conduct a study session on said date. Such dates are specifically identified on the 2027 calendar as tentative in the event a study session is requested. City recognized holidays in which City Offices will be closed are also identified. There are no holidays in 2027 that create a direct conflict with any scheduled regular meeting or study session.

In the past, the Board of Directors have indicated their desire to forego meeting the weeks of Fort Smith Public School spring break (March) and National Night Out (October), as well as the weeks of Independence Day (July), Thanksgiving (November), and Christmas (December) holidays. The 2027 calendar provides for the recommended alternative meeting dates to accommodate the aforementioned. The only exception in 2027 is Independence Day, which is Sunday, July 4. Because said holiday is on a Sunday, the City of Fort Smith will observe such on Monday, July 5 whereby City offices will be closed. Due to such, and because there is no study session the preceding week due to being a fifth Tuesday, it's recommended that no alternative date be selected and the first regular meeting in July be scheduled for Tuesday, July 6, 2027.

In summary, below are the recommended dates for all regularly scheduled meetings of the Board of Directors, as well as the dates in which no meeting is scheduled:

REGULAR MEETINGS	STUDY SESSIONS
January 5 & 19	January 12 & 26
February 2 & 16	February 9 & 23
March 2 & 16	March 9 & 30 *
April 6 & 20	April 13 & 27
May 4 & 18	May 11 & 25
June 1 & 15	June 8 & 22 *
July 6 & 13	July 13 & 27
August 3 & 17	August 10 & 24 *
September 7 & 21	September 14 & 28
October 4 & 19 *	October 12 & 26
November 2 & 16	November 9 & 30 *
December 7 & 14 *	December *
** Alternate scheduling due to below*	
NO MEETING	
March 23	FSPS Spring Break
June 29	5th Tuesday TENTATIVE
August 31	5th Tuesday TENTATIVE
October 5	National Night Out
November 23	Thanksgiving holiday
December 21	Christmas holiday
December 28	New Year's holiday

By law, the date, time, and location of all regular meetings of the Board of Directors must be set by ordinance for the upcoming year. Once adopted, the scheduled date, time, and/or location may not be altered unless an ordinance amending same is approved by the Board. No ordinance is required for the scheduling of study sessions; however, the Board typically conveys its preference and once determined, the attached calendar will be updated to reflect same.

The Board also conducts an annual Budget Hearing to review the upcoming year's Proposed Operating Budget, which are usually scheduled for a full day, on a Friday in November, as well as a Strategic Workshop, which have been held at various times. Although the aforementioned meetings are not required to be set by ordinance, the dates may be pre-determined if the Board so desires. The attached calendar identifies the staff recommendation for the Budget Hearing in November and the Strategic Workshop in June; however, the Board may opt for alternate dates to accommodate scheduling availabilities later in 2027.

If you have any questions, please let me know.

ATTACHMENTS

1. 2027 Board Meeting Calendar.pdf

2027 BOARD MEETING CALENDER

Discussed at the November 10, 2026 Study Session

~ January 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
					1 ~ CLOSED ~ NEW YEAR'S DAY	2
3	4	5 REGULAR MEETING	6	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18 ~ CLOSED ~ MARTIN L. KING JR DAY	19 REGULAR MEETING	20	21	22	23
24	25	26 STUDY SESSION	27	28	29	30
31						

~ February 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11	12	13
14	15	16 REGULAR MEETING	17	18	19	20
21	22	23 STUDY SESSION *QUARTERLY BUDGET REVIEW*	24	25	26	27
28						

~ March 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11	12	13
14	15	16 REGULAR MEETING	17	18	19	20
21	22	23 NO STUDY SESSION	24	25	26 ~ CLOSED ~ GOOD FRIDAY	27
		~ SPRING BREAK ~				
28	29	30 STUDY SESSION	31			

~ April 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6 REGULAR MEETING	7	8	9	10
11	12	13 STUDY SESSION	14	15	16	17
18	19	20 REGULAR MEETING	21	22	23	24
25	26	27 STUDY SESSION	28	29	30	

~ May 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4 REGULAR MEETING	5	6	7	8
9	10	11 STUDY SESSION	12	13	14	15
16	17	18 REGULAR MEETING	19	20	21	22
23	24	25 STUDY SESSION *QUARTERLY BUDGET REVIEW*	26	27	28	29
30	31 ~ CLOSED ~ MEMORIAL DAY					

~ June 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
		1 REGULAR MEETING	2	3	4 PROPOSED STRATEGIC WORKSHOP	5
6	7	8 STUDY SESSION	9	10	11	12
13	14	15 REGULAR MEETING	16	17	18 ~ CLOSED ~ JUNETEENTH	19
20	21	22 STUDY SESSION	23	24	25	26
27	28	29 NO STUDY SESSION ~TENTATIVE~	30			

~ July 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5 ~ CLOSED ~ INDEPENDENCE DAY	6 REGULAR MEETING	7	8	9	10
11	12	13 STUDY SESSION	14	15	16	17
18	19	20 REGULAR MEETING	21	22	23	24
25	26	27 STUDY SESSION	28	29	30	31

~ August 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3 REGULAR MEETING	4	5	6	7
8	9	10 STUDY SESSION	11	12	13	14
15	16	17 REGULAR MEETING	18	19	20	21
22	23	24 STUDY SESSION *QUARTERLY BUDGET REVIEW*	25	26	27	28
29	30	31 NO STUDY SESSION ~TENTATIVE~				

~ September 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6 ~ CLOSED ~ LABOR DAY	7 REGULAR MEETING	8	9	10	11
12	13	14 STUDY SESSION	15	16	17	18
19	20	21 REGULAR MEETING	22	23	24	25
26	27	28 STUDY SESSION	29	30		

~ October 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4 REGULAR MEETING	5 NO REGULAR MEETING *NAT'L NIGHT OUT*	3	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18	19 REGULAR MEETING	20	21	22	23
24	25	26 STUDY SESSION *QUARTERLY BUDGET REVIEW*	27	28	29	30
31						

~ November 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11 ~ CLOSED ~ VETERANS DAY	12	13
14	15	16 REGULAR MEETING	17	18	19 PROPOSED BUDGET HEARING *QUARTERLY BUDGET REVIEW*	20
21	22	23 NO STUDY SESSION	24	25 ~ CLOSED ~ THANKSGIVING	26 ~ CLOSED ~ THANKSGIVING	27
28	29	30 STUDY SESSION				

~ December 2027 ~

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7 REGULAR MEETING	8	9	10	11
12	13	14 REGULAR MEETING	15	16	17	18
19	20	21 NO STUDY SESSION	22	23 ~ CLOSED ~ CHRISTMAS	24 ~ CLOSED ~ CHRISTMAS	25
26	27	28 NO STUDY SESSION	29	30	31 ~ CLOSED ~ NEW YEAR'S DAY	

City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, City Administrator

DATE: November 5, 2026

SUBJECT: Presentation by Fort Smith Animal Haven

SUMMARY

The Fort Smith Animal Haven Shelter, as requested by the Board, intends to be present at the November 10 board study session to discuss both their current operating year activities and their proposal related to a possible extension of their services contract.

Nick Beckham, president of the Fort Smith Animal Haven's Board of Directors, will provide a presentation and also address the draft of their proposed contract, which is attached. Their current agreement to provide animal shelter services for the city expires in April, 2027 and they are seeking a longer term upon renewal in order to substantiate a capital campaign to build a purpose-built animal shelter facility. Such a purpose-built facility would achieve in operational efficiencies and improved quality of care for the animals in the shelter until they can be processed for adoption or transport.

Please let me know if you have questions regarding this agenda item.

ATTACHMENTS

1. 20261105_Fort Smith Animal Haven_Agreement.pdf

AGREEMENT FOR ANIMAL SHELTER SERVICES DRAFT

This Agreement for Animal Shelter Services between the City of Fort Smith, Arkansas and Fort Smith Animal Haven Inc., hereinafter referred to as the "Agreement," is made and entered into this ____ day of_____, 2026, by and with the City of Fort Smith, Arkansas, an Arkansas municipal corporation, hereinafter referred to as "City," and Fort Smith Animal Haven Inc., hereinafter referred to as "FSAH."

RECITALS

WHEREAS, the City has a need to provide animal shelter services for cats and dogs (as defined in A.C.A. § 20-19-302 (2) and (3)) (collectively "Animals" and individually an "Animal") collected within the City by the City's Animal Control Officer; and

WHEREAS, FSAH is a private, non-profit organization which operates an Animal Shelter within the City and does business as Fort Smith Animal Haven; and

WHEREAS, the City has contracted with FSAH since August, 2019 to provide shelter services for Animals collected by the City's Animal Control Officers and lost, surrendered, or abandoned by the citizens of the City; and

WHEREAS, FSAH and the City have discussed an agreement for FSAH to provide Animal shelter services for the City through April 30, 2036; and

WHEREAS, the City and FSAH desire to enter into this Agreement whereby FSAH will provide Animal Shelter Services for the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and FSAH agree as follows:

1. Non-Exclusive. This Agreement for the provision of Animal Shelter Services by FSAH to the City is non-exclusive and nothing in this Agreement shall prohibit the City during the term hereof from contracting with additional entities for the provision of similar services. Any such additional entity shall provide services under a written agreement with the City. The terms of that agreement, including fees, payment terms, reimbursable expenses, and reporting, inspection,

insurance and audit requirements, shall be no more favorable to that entity than the terms provided to FSAH under this Agreement. If the City enters into an agreement with more favorable terms, FSAH shall be entitled to the same terms upon written request.

2. Term. This Agreement shall commence on the date the Agreement is executed by the Mayor of Fort Smith and shall terminate on December 31, 2036, unless terminated earlier as provided and permitted herein (the "Term"). This Agreement may be renewed for five, sequential one (1) year terms if agreed to, in writing, by both parties. The total term of this Agreement may not extend beyond December 31, 2041.

3. Independent Contractor. FSAH is at all times an independent contractor and no employment, agency, or partnership relationship between FSAH, or its officers or employees, and the City, or its officers or employees, is created by this Agreement. FSAH shall be solely responsible for employing the personnel and providing the facilities necessary to provide the services agreed to be provided by this Agreement. The City shall be solely responsible for City's employees and equipment necessary to perform its obligations hereunder.

4. Duties and Services to be Provided by FSAH.

A. Impoundment*. FSAH recognizes that its shelter facility shall be considered the City's "impoundment facility" as that term is used in the Fort Smith Code of Ordinances for the Term of this Agreement and any extensions thereof. FSAH will receive and impound all Animals delivered to FSAH by the Animal Control Officers. Additionally, FSAH may receive and impound Animals delivered, abandoned, or surrendered to FSAH by residents of the City of Fort Smith in FSAH's sole discretion. -.

*"Impoundment" is defined as that period of when an Animal is officially taken into custody and held by FSAH.

B. Shelter Facility. It shall be the obligation of FSAH to open, maintain, and operate a shelter facility (the "FSAH Facility"). The FSAH Facility is located at 9501 Black Bear Trail in Fort Smith, Arkansas. The FSAH Facility will furnish all facilities, employees, administration, maintenance, utilities, food, veterinarian, and other services to the Animals impounded at the FSAH Facility and will be responsible for any and all other

expenses, except as otherwise stated herein, necessary to operate the FSAH Facility. At all times during the term of this Agreement, the FSAH Facility shall be properly staffed and maintained in accordance with the standards listed in Section 4.C.

C. Care. FSAH assumes all responsibility for impounded Animals upon delivery to the FSAH Facility by the Animal Control Officers or upon surrender, delivery, or abandonment by residents of the City. The FSAH Facility shall at all times be operated in compliance with all applicable laws of the United States, the State of Arkansas, Fort Smith Code of Ordinances, and contemporary standards for the humane treatment of Animals, including the following standards: (1) all Animals shall be humanely treated; (2) Animals shall be provided with sufficient water and food daily; (3) Animals shall not be confined to one (1) area in such numbers that access to food, water, and bedding is not readily accessible; (4) any Animal kept in an enclosure must be able to stand, turn or stretch to its full length, and confinement shall be supplemented by walking or running exercise on a regular basis; and, (5) FSAH shall at all times comply with the sterilization provisions of Ark. Code Ann. § 20-19-103 (Repl. 2005). Injured or diseased Animals will be examined regarding extent of the injury or disease by a veterinarian contracted by FSAH. Severely injured or diseased Animals may be subject to euthanasia when necessary to prevent Animal suffering. Aggressive and vicious Animals may be subject to euthanasia pursuant to Fort Smith Code of Ordinances Section 4-7. Notwithstanding the provisions of this Agreement, FSAH and the City agree that Animals which are injured due to an accident or inhumane treatment when they come into the control of the Animal Control Officer, and are deemed, by the Animal Control Officer, to not be capable of being held in reasonable comfort shall be caused to be euthanized, be humanely disposed of, and not delivered to the FSAH Facility.

D. Intake Procedure. Upon the receipt of an Animal delivered to FSAH by an Animal Control Officer or of an Animal surrendered or delivered by a resident of the City, FSAH shall (1) make a complete registry, identifying the breed, color and sex of the impounded Animal, (2) register a complete physical description of the Animal, and (3) make a diligent effort to identify and notify the owner of the Animal that the delivered

Animal has been impounded at the FSAH Facility. When an impounded Animal carries the owner's address or has been implanted with an identification micro-chip, the owner shall be contacted by telephone and informed of the impoundment. If an owner cannot be notified by telephone, formal notice shall be made by any of the following methods: electronic mail (e-mail), electronic messaging, or regular U.S. Mail. FSAH shall also make a diligent effort to notify unknown owners and known owners who cannot be notified via telephone or formal notice of the impoundment of the Animal by publication of a photograph of the Animal on the FSAH website or on any other digital platforms operated by FSAH.

E. Animal Ownership and Intake Determination. If, at the expiration of the five (5) days from telephone notice being provided to an identified owner or, if no owner can be identified or notified, at the expiration of the five (5) days from publication of a photograph of the Animal, the Animal has not been redeemed by the owner, FSAH personnel shall determine the outcome for the Animal. Following that determination, the Animal shall either (a) become the property of FSAH for purposes of adoption, or (b) be euthanized in accordance with section 4-36 of the Fort Smith Municipal Code Animal Control. If the Animal shall become the property of FSAH, FSAH shall (1) make the Animal available for adoption, (2) implant it with an identification micro-chip, and (3) alter the Animal in compliance with Ark. Code Ann. § 20-19-103 (Repl. 2005). FSAH shall follow the procedures of Fort Smith Code Section 4-7 regarding aggressive or vicious Animals and Article III of the Fort Smith Code regarding rabies control, and the foregoing authorizations of this Agreement shall be applicable only, if at all, after compliance with Section 4-7 and Article III, respectively.

F. Documentation. FSAH will document the holding period and basis for euthanasia for all Animals. FSAH shall assure that any person administering euthanasia has secured and maintained certification through the Arkansas State Animal Control Association or similar organization confirmed in writing in advance by FSAH.

G. Collection of Fees and Penalties. FSAH agrees to release Animals impounded at the FSAH Facility to the Animal's owner pursuant to the provisions of the Fort Smith Code of Ordinances, which may be amended from time to time. Prior to release of any

Animal, FSAH is authorized, but not required, to collect from the Animal's owner the following identified fees, costs, and civil penalties:

(1) any fees required Fort Smith Municipal Code Sections 4-37, 4-38 and 4-108;

(2) any fines or penalties provided for by Fort Smith Municipal Code Section 1-9;

(3) A twenty-five dollar ($25.00) impounding fee;

(4) A boarding fee for each day the Animal is boarded with FSAH;

(5) A fee for after-hours opening in the amount of $50.00 for any Animal brought to the FSAH Facility by a citizen after 5:00 p.m. on Monday through Friday, or on Saturday, Sunday, or a state or federally recognized holiday.

All revenue collected on items (1), (2), and (3) above (collectively "City Fee Revenue") shall be credited to the City's variable cost on the next month's bill submitted by FSAH. Items (4) and (5) above, if charged, are FSAH charges, not City Fee Revenue, and are payable to FSAH by the owner of the Animal upon delivery of the Animal to the owner at the FSAH Facility.

5. Payments to FSAH for Services.

A. FSAH shall have a Certified Public Accountant (CPA) prepare the required annual IRS Form 990 tax returns.

B. Fixed Monthly Payment. During the Term of this Agreement, the City shall pay to FSAH a monthly sum of $75,935 as reimbursement of anticipated fixed costs associated with City's portion of the operation of the FSAH Facility (the "Monthly Fee"). The Monthly Fee shall be used solely to cover the expenses identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Allowable Expenses"). The Monthly Fee shall be subject to change during the Term of this Agreement pursuant to paragraph 6 below.

C. Shelter Fees. In addition to the Monthly Fee, the City shall pay an additional sum for the services of FSAH on a per Animal per day basis as set forth below (the "Shelter Fees"). The Shelter Fees shall be paid to FSAH within thirty (30) days of receipt of the

FSAH monthly invoice. The City shall pay FSAH the following amounts for each Animal impounded by the Animal Control Officer, or surrendered or delivered to the FSAH Facility by a resident of the City:

Amount	Day Housed
$57.00/day per Animal	1st day
$12.00/day	2nd through 5th day

Based on the $57.00 fee for the first day, FSAH shall, in addition to caring for the Animal, provide the Animal the following tests, vaccinations, medications, and treatment:

Cats – feline rabies vaccine; feline distemper vaccine; topical flea and tick treatment; and topical worming treatment

Dogs – rabies vaccine; DHPPV vaccine; Bordetella vaccine; tick, flea, mosquito, biting flies, and lice topical treatment; oral flea treatment; heartworm test; heartworm preventative; and anti-worm medication.

Should it be reasonably determined by the FSAH veterinarian that the following course of treatment(s) for Animals are required, the City will include in the Shelter Fees any incurred cost of FSAH for the treatment: of dogs testing positive for heartworm or parvo virus and for euthanasia. Records of such incurred costs shall be documented and provided to the City on a monthly basis.

The calendar day an Animal arrives at the FSAH Facility shall be considered day one (1) in determining the payment obligation of the City. FSAH shall be solely responsible for all costs associated with the Animals impounded at the FSAH Facility pursuant to the terms of this Agreement after day five (5), except for instances where an animal is being impounded at the FSAH Facility in connection with Section 4-7 and Article III of Chapter 4 of the Fort Smith Code of Ordinances. In such instances, the City will continue to pay a daily fee of twelve dollars ($12.00) per day per Animal after day five (5) until the Fort Smith Police Department, in writing, directs

disposition of the Animal. In such cases, FSAH shall provide ongoing and continuous access by law enforcement to the affected Animal(s) as is necessary.

D. Veterinary Services. The City shall pay to FSAH the reasonable cost incurred by FSAH for necessary veterinary medical services required for an Animal impounded at the FSAH Facility as provided in this Agreement during the first five (5) days of the Animal's impoundment. FSAH shall provide the City a report with a detail of the veterinary costs for an Animal along with a certification that the costs were incurred within the first five (5) days of the Animal's impoundment with FSAH. FSAH agrees that it shall not assess any fee, service charge, or similar expense to the Veterinarian bill. The City is not responsible for any veterinary medical services needed by an Animal that has been at the FSAH Facility longer than five (5) days, except continuing treatment identified on intake and approved in writing by the Fort Smith Police Department or unless otherwise provided herein.

E. Billing. At the end of each monthly period during the Term of this Agreement, FSAH will submit within twenty (20) days an invoice to the City in accordance with the terms of Paragraphs 5. B., C., and D., and the City will cause the invoice to be paid no later than thirty (30) days of receipt of said invoice, subject to review as provided below. The City will make reasonable efforts to cause the invoice to be paid within twenty (20) days of receipt of said invoice.

F. Right to Review Expenses. The City shall have the right to review supporting documents which support any invoice submitted to the City at any and all reasonable times during FSAH's normal business hours of the FSAH Facility. During the Term of this Agreement, FSAH shall provide monthly financial reports (balance sheet & income statement) to the City within thirty (30) days of the last day of the month being reported. Upon written request of City, FSAH shall furnish an organizational chart with job title and job description.

6. Inflation & Cost Adjustments. The parties acknowledge that inflation directly affects FSAH's fixed operating costs and veterinary expenses including hiring onsite veterinarians. The Monthly Fee and Shelter Fees set forth in Section 5, and the Allowable Expenses identified in

Exhibit "A," shall be subject to periodic review not less than annually on January 2 to reflect actual increases in FSAH's documented fixed costs and veterinary expenses and inflationary cost as directed by the Kansas City Federal Reserve. Any proposed adjustment shall be supported by documentation provided by FSAH and shall be subject to the review process set forth in Section 5.F. Any adjustment agreed to by the parties shall be memorialized in writing and incorporated into this Agreement.

7. Inspections. The City Administrator or his/her designee may conduct, during regular business hours, unannounced inspection(s) of the FSAH Facility. The City Administrator or his/her designee will notify FSAH, in writing, of any noted deficiencies.

8. Duties of the City. The City shall: (a) timely pay the fees and expenses set forth herein; (b) maintain all Animal Control vehicles in a clean disinfected condition at all times; and (c) disinfect each vehicle after transporting any Animal (including any Animal delivered to the FSAH Facility).

9. Lost and Found Log. FSAH will maintain and update a "lost and found" photo albums on social media for Animals delivered or surrendered to FSAH, or reported missing by residents of the City, to facilitate the return of Animals to Animal owners. FSAH will make reasonable attempts to contact Animal owners. The photo albums will be checked: (a) each time an Animal is admitted into the FSAH Shelter; and, (b) each time a lost and found report is received by FSAH. Upon identification of a lost Animal, FSAH will contact the owner for verification of information. When a reunion of an Animal and owner is accomplished, FSAH shall remove the photo of the animal from the photo album. All Animal listings may be purged after a 120 day rolling period unless owner/finder requests otherwise via e-mail or writing.

10. Monthly Reporting. FSAH will provide on website a monthly report concerning the number of impounded Animals at the FSAH Facility in the following categories:

A. ANIMALS ON SITE: Number of Animals on site.

B. INTAKE: Animals impounded by the Animal Control Officer or accepted from residents of the City.

C. OUTCOMES (OTHER THAN EUTHANASIA)

(1) Animals adopted from FSAH;

(2) Animals reclaimed by owners;

(3) Animals transported to adoption centers by FSAH;

D. EUTHANASIA: Available upon written request by City.

11. Indemnity. FSAH shall indemnify and hold the City harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, relating to or in any manner associated with the performance of this Agreement by FSAH.

12. Liability Insurance. FSAH shall provide and maintain at its own expense during the term of this Agreement, commercial general liability insurance in the minimum amount of $1,000,000.00 per occurrence and in the aggregate for bodily injury and property damage, for the purposes of providing liability protection to FSAH, with contract obligation coverage for the benefit of the City with reference to the FSAH Facility and activities of FSAH pursuant to this Agreement.

13. Audit and FOIA. Because FSAH will be paid monies from the City under this Agreement, FSAH agrees that its records and meetings relating to monies received and services provided under this Agreement may be audited by the City at any time and any records requested by the City will be made available, at the City's expense. This Agreement and any records of FSAH related to this Agreement, but not the private records of FSAH, may be subject to the provisions of the Arkansas Freedom of Information Act. FSAH reserves all rights as a private entity regarding any compliance with the FOIA.

14. Conditions Subsequent to the Effective Date. The City and FSAH agree to begin the planning of a purposely built Animal shelter for use by FSAH. FSAH may raise funds for the express purpose to design, construct, and outfit the shelter. Upon approval by its Board of Directors, the City may enter into contract(s) regarding said new shelter.

15. Default and Enforcement. If either party to this Agreement makes a determination that the other party is in default of any of that party's duties and obligations under the Agreement, the first party shall issue a written notification describing the alleged default and shall cause same

to be delivered to the allegedly defaulting party. Any party receiving such a notice shall have the period of ten (10) business days in which to remedy the described default and to respond in writing to the first party. Unless resolved by the written response, the representatives of the parties shall meet to discuss a resolution of the dispute within thirty (30) days of the original notice. Both parties to this Agreement reserve all legal rights and remedies with reference to enforcement of this Agreement.

16. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be provided to the other party at the addresses indicated:

City Administrator
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902

FSAH
Director of Operations
9501 Black Bear Trail
Fort Smith, AR 72916

17. Emergency Contact. FSAH shall provide to the City the names and telephone numbers of its Director of Operations and President for the purpose of emergency contact during hours when FSAH's normal work force is not present.

18. Non-Appropriations. If the governing body of the City does not appropriate sufficient funds to fund the City's payment obligations hereunder, the City has the absolute right to (1) discontinue use of the FSAH Facility upon three (3) months' written notice; and, (2) terminate this Agreement. In such event, FSAH shall have no legal rights pursuant to this Agreement effective at the end of that notice period. Notwithstanding any such termination, the City shall pay FSAH in full for all amounts owed under this Agreement through the effective date of termination, including the Monthly Fee, Shelter Fees and Allowable Expenses for the entire three (3) month notice period, as well as any amounts accrued and unpaid before notice was given. All such amounts shall be paid within thirty (30) days of FSAH's final invoice. Except for the payment obligations in this Section, FSAH shall have no further rights pursuant to this Agreement following termination.

19. Governing Law and Venue. This Agreement is to be construed and enforced pursuant to the laws of the state of Arkansas and any dispute with respect to it and the rights and duties thereby created shall be litigated in a court having jurisdiction with venue in Fort Smith, Arkansas.

20. Authority. Each person executing this Agreement represents and warrants that he/she has authority to sign this Agreement on behalf of the party for which he/she is signing, and that his/her signature binds said party to the terms and provisions of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arm's length negotiations.

22. No Third-Party Beneficiary. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.

23. Costs and Fees. The parties agree that should any party seek legal action to enforce the terms and conditions of this Agreement, the prevailing party in that litigation shall recover its costs and attorney's fees incurred in the legal action.

24. Successors and Assigns. It is mutually understood and specifically agreed that this Agreement is binding upon the respective successors and assigns of the parties hereto.

25. Execution. This Agreement may be executed by facsimile, in multiple counterparts, each of which shall be deemed to be an original, but all of which together, shall constitute one and the same document.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the City and FSAH have executed this Agreement for Animal Shelter Services.

CITY:
CITY OF FORT SMITH



_____

MAYOR
Date of Execution

ATTEST:

_____

CITY CLERK

FSAH:
Fort Smith Animal Haven Inc.,
an Arkansas non-profit corporation

_____

DIRECTOR OF OPERATIONS
Date of Execution:

ATTEST:

_____

SECRETARY

Exhibit A

Fort Smith Animal Haven
Fixed Cost Estimate

	Annual	Monthly
Building (Rent, Maintenance Kennels)		
Rent	42,000	3,500
Building Costs - Kennels	600	50
Building Costs - Maint & Repairs	15,000	1,250
Building Total	**57,600**	**4,800**
Cleaning	19,092	1,591
Insurance	20,580	1,715
Part Time Vet	54,240	4,520
Salaries & Wages	650,436	54,203
Professional Fees	18,000	1,500
Traps	-	-
Utilities	-	
Electric	22,332	1,861
Propane	12,492	1,041
Water	14,952	1,246
Internet Services	8,904	742
IT Services	32,592	2,716
Utilities Total	**91,272**	**7,606**
Total Fixed Costs	**911,220**	**75,935**

Position Titles	Non-Exempt	Exempt
	Hrly	Wk Slry
Adoption Coordinators	$12.00 - $14.00	
Foster Coordinators	$13.00 - $15.00	
Transport Coordinators	$13.00 - $17.00	
Volunteer Coordinators	$13.00 - $17.00	
Office Clerks	$13.00 - $14.00	
Vet Assistants	$13.00 - $19.00	
Kennel Techs	$12.00 - $17.00	
Operations Manager	$17.00 - $21.00	
Accountant	$35.00 - $40.00	
Development Director		$961.00-$1500.00
Associate Director		$520.00 - $960.00
Director of Operations		$961.00 - $1500.00

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, City Administrator

DATE: November 5, 2026

SUBJECT: Discussion with the Oak View Group (OVG) about 2026 activity at the Fort Smith Convention Center and plans for 2027

SUMMARY

The Board of Directors asked that the Oak View Group (OVG) be asked to attend the November 10 study session to discuss 2026 activity at the Fort Smith Convention Center, as well as plans for the facility in the upcoming year.

Shannon Davis, the General Manager of the for Fort Smith Convention Center, will be present for this discussion. Ms. Davis will present information about the building's 2026 activity, as well as discuss the attached "2027 Budget Narrative" document. Also, OVG continues to advocate for their proposal to expand catering services offsite from the facility, and that proposal is attached as well.

ATTACHMENTS

1. 2027 Budget Narrative - Fort Smith Convention Center 2 UPDATED.pdf
2. FSCC Proposal for Offsite Catering UPDATED.pdf



Fiscal Year 2027
Budget Narrative

Executive Summary

Please find attached the Fort Smith Convention Center operating budget for Fiscal Year 2027. This budget reflects the operational and strategic changes being implemented by OVG, with a focused emphasis on improving service levels, strengthening pricing strategies, expanding sponsorship opportunities, and enhancing sales and marketing initiatives. Together, these efforts provide a strong foundation for future growth, improved financial performance, and the long-term success of the Fort Smith Convention Center.

The budget assumptions are based on our current understanding of market conditions, historical performance, confirmed bookings, and anticipated business opportunities. However, these assumptions remain subject to change due to market trends, economic fluctuations, competitive factors, and unforeseen events that may affect event demand. The effectiveness of our marketing and promotional efforts will also influence the number and quality of events booked, our ability to secure ticketed shows, and our success in developing relationships with external promoters. Accordingly, these assumptions should be reviewed regularly and adjusted as necessary to ensure accurate forecasting and responsible financial planning.

For FY2027, net operating income is budgeted at a deficit of **($783,129)**, an improvement of **$11,263** compared with the FY2026 budgeted deficit of **($794,392)** and an improvement of **$145,266** compared with the FY2025 deficit of **($928,395)**. This continued improvement represents positive progress in the Convention Center's financial performance and reflects the impact of increased event activity, enhanced revenue strategies, and continued expense management.

It is important to note that, year-to-date in 2026, the Convention Center has lost more than **$300,000 in offsite catering opportunities** because our current contract does not permit us to pursue this business. We are asking the Board to reconsider our request to allow the Fort Smith Convention Center to offer offsite catering on a limited basis for fine dining and upscale events. This opportunity would allow the Convention Center to generate additional revenue, maximize existing resources, retain experienced employees, strengthen its competitive position, and further reduce the financial burden placed on Fort Smith taxpayers.

We recognize and respect the Board's concerns regarding a taxpayer-funded facility competing with privately owned local businesses. That concern deserves consideration. However, we believe there is an opportunity to establish a responsible, clearly defined approach that allows the Convention Center to pursue additional revenue without attempting to become a competitor to every catering business in our community.

We also plan to further enhance revenue through strategic increases in ancillary services, concessions, A/V rentals, sponsorships, parking, and client and event advertising opportunities. The management team has demonstrated the ability to increase revenue while simultaneously improving service standards and making meaningful facility enhancements. Continued focus in

these areas will position the Convention Center for sustained revenue growth and improved profitability.

It is important to clarify the Convention Center's approach to event advertising and promotional expenses. The majority of events hosted at the Fort Smith Convention Center are rental events, meaning the event organizer or promoter is responsible for the financial costs associated with advertising and promoting their individual event. This is a standard and necessary business practice that ensures event-specific marketing expenses remain the responsibility of the party generating the event's ticket sales, registrations, or attendance revenue.

The Convention Center supports its rental clients by providing organic promotional opportunities through our social media platforms, website, event calendar, and other available communication channels at no additional cost. Clients also have the option to purchase additional advertising and promotional services directly through the Convention Center when they wish to expand their event's visibility.

While we recognize the importance of promoting events and maintaining community awareness of activities taking place at the facility, the Convention Center cannot assume the expense of paid advertising for individual rental events. Doing so would create an additional operating expense without a corresponding guarantee of increased revenue and would further increase the financial burden on Fort Smith taxpayers. Our advertising budget must remain focused on promoting the Convention Center as a destination, generating new business, attracting potential clients, supporting ticketed events produced or presented by the facility, and increasing overall revenue opportunities.

This approach allows us to remain supportive of our clients and their events while maintaining appropriate financial boundaries, protecting taxpayer resources, and ensuring that marketing expenditures directly support the Convention Center's long-term financial objectives.

Director of Sales & Events Justin Butcher has led the sales team to significant success, increasing the number of events year-over-year through new business development, client retention, and stronger relationships with event organizers. The team has also worked closely with Food & Beverage to elevate product quality, presentation, and service standards. With continued emphasis on proactive sales strategies, customer service, and repeat business, we anticipate continued growth in event activity.

Maintaining a financially responsible FY2027 budget will require disciplined expense management across all departments. This includes identifying cost-saving opportunities, closely monitoring event-related expenditures, and ensuring that operational spending directly supports the Convention Center's strategic objectives. Our goal is to maintain and improve service levels while carefully managing expenses and approving only those costs necessary to operate an efficient, high-quality facility.

The Convention Center also continues to actively pursue sponsorship opportunities to offset operating expenses and provide funding for needed improvements. We were recently accepted

into the **OG&E Business Energy Efficiency Program**, administered by CLEAResult, and were awarded a significant financial incentive to support our long-term energy-efficiency goals.

As part of this program, the Convention Center received a complete LED lighting conversion designed to significantly improve facility energy efficiency. The project included a **$233,250.72 incentive**, along with a **$55,812.68 gift-in-kind contribution from A1 LED** to cover installation costs. The completed project is expected to generate approximately **$77,122.52 in annual utility savings**, while improving lighting quality and reducing long-term operating costs.

The Fort Smith Convention Center continues to generate much of its event business through direct sales efforts, repeat clients, established industry relationships, and proactive business development by the Convention Center's sales team.

The Fort Smith Convention Center booked 102 events (248 event days) for calendar year 2026. Discover Fort Smith accounted for four bookings, including two repeat events under existing multiyear contracts with Rotary and the Arkansas Bandmasters Association. Its two new bookings were the AME Conference and the Arkansas Cattlemen’s Association.

Discover Fort Smith has secured two bookings for calendar year 2027 to date, a returning Rotary event and a new booking with the Arkansas Realtors Association. The Fort Smith Convention Center’s FY2027 budget sets a target of 105 event bookings (263 event days) for its in-house sales team.

The Convention Center’s in-house sales team generates most of the facility’s event business. Discover Fort Smith supports that work by helping attract conventions and conferences to the city.

The Convention Center and Discover Fort Smith will continue coordinating sales outreach to avoid duplicating efforts and bring more events to Fort Smith. The in-house team will focus on growing direct bookings, retaining existing clients, and developing new business that supports local hotels, restaurants, and other businesses.

We appreciate the continued support of the City of Fort Smith, our Board of Directors, clients, partners, and community stakeholders as we work to position the Fort Smith Convention Center for continued growth, improved financial performance, and long-term success.

Events

Special Events: Sports

For calendar year 2027, Special Events: Sports is budgeted at **$268,406 in rental revenue**, supporting approximately **18 sporting events**. The schedule includes a diverse range of competitions, including cheer and dance, volleyball, gymnastics, cornhole, and wrestling tournaments.

In 2025, we successfully secured three new cheer and dance competitions. Due to the success of these events, each was rebooked for 2026 and 2027, demonstrating the importance of delivering a strong client experience and creating opportunities for repeat business. Our continued efforts to diversify and expand the sports portfolio demonstrate our commitment to bringing a broad range of athletic competitions to the community.

We have also strategically tailored concession offerings to meet the needs and preferences of each event's audience. Providing event-specific food and beverage options encourages attendees to remain onsite, enhances the overall guest experience, and increases concession revenue. This strategy has proven successful and will continue to be expanded in 2027.

Additionally, several sporting events require catering services for staff, officials, and volunteers, creating incremental revenue opportunities for Food & Beverage.

Conventions and Conferences

Convention bookings continue to show positive momentum, with a forecast of hosting more than **6 conventions in FY2027**. Convention rental revenue is budgeted at **$84,766** for the year.

These events typically span two to three days and include recurring annual conferences such as the United Methodist Youth Conference, MAPETS Rotary Convention, and Arkansas Bandmaster Convention.

We have also secured the **Arkansas Ladies Pentecostal Ministries Conference** and the **Arkansas Realtors Association Convention**. Together, these events are expected to generate approximately **1,000 hotel room nights in Fort Smith**, providing a meaningful economic impact to the local hospitality industry and broader community.

Trade Shows

The FY2027 budget includes **5 trade shows**, generating a total rental revenue allocation of **$35,325**.

These events have historically been well attended and profitable, contributing not only to rental revenue but also to ancillary revenue opportunities, including concessions and other event-related services. Their continued success also enhances the visibility of the Fort Smith Convention Center as a regional event destination.

Consumer Shows

Currently, **11 consumer shows** are booked for 2027, including multiple returning events as well as new and high-profile opportunities such as the **Arkansas Outdoor Show, Top Value Rips, and Holiday Market Days**.

Consumer show rental revenue is budgeted at **$73,000** for the year, and the sales team continues to actively pursue additional opportunities. While external factors such as weather, attendance, economic conditions, and consumer spending may affect individual events, we remain confident in maintaining a strong and diverse consumer show calendar.

Additional revenue opportunities are expected through concessions, ancillary services, advertising, and other event-related offerings.

Banquet and Meeting Events

The FY2027 budget includes more than **26 banquet events**, many of which are recurring annual events, including the Prestige Platinum Club Banquet, 1st Choice Pregnancy event, Chamber of Commerce events, and the Mercy Ball Gala.

We are working closely with Food & Beverage to ensure these events are delivered with exceptional service, high-quality food and beverage offerings, and consistent presentation standards. In addition to confirmed events, several tentative bookings are in the sales pipeline, and the team continues to actively prospect new banquet opportunities.

The current venue rental revenue budget for banquets is **$161,981**, with total revenue expected to increase significantly through associated Food & Beverage sales.

For meetings, we project hosting approximately **23 events in 2027**. Most meetings are multi-day events, although some may be single-day bookings. These events are generally booked within the same calendar year, creating opportunities for continued sales activity throughout the year.

Meeting rental revenue is budgeted at **$133,672.50**. In addition to rental revenue, meetings provide incremental opportunities through food and beverage, A/V, and other ancillary services.

Our sales strategy will focus on maintaining a strong year-round booking calendar while developing attractive meeting-room packages and expanding the "Meetings Made Simple" initiative. These packages will be promoted through social media, targeted advertising, and other marketing channels, with a particular emphasis on attracting smaller meetings and organizations that may benefit from simplified, turnkey meeting solutions.

Food & Beverage

For FY2027, Food & Beverage operations have been consolidated into a comprehensive budget encompassing all related revenues and expenses, including concessions and catering services. This approach provides a more streamlined method of financial tracking and creates a clearer view of the overall performance of Food & Beverage operations.

The FY2027 Food & Beverage budget is **$974,933**, representing an increase of **$10,000 year-over-year**.

As part of our continued efforts to increase revenue at the Fort Smith Convention Center and reduce the financial burden on local taxpayers, we will again submit a request to the Board of Directors to expand and remove restrictions on our ability to provide fine-dining offsite catering services. Expanding this capability would provide an additional revenue opportunity and allow the Convention Center to compete for a broader range of catering business in the market.

Staffing & Professional Development

There are currently no staffing changes budgeted for FY2027.

The budget prioritizes maintaining current staffing levels while continuing to develop employees and improve operational efficiency. Ongoing professional development and training will remain important components of maintaining the service standards expected by clients and guests.

Indirect Expenses

Executive

- **Salaries & Benefits:** Budget reflects a 3% merit increase.
- **Travel:** Includes General Manager attendance at the IEBA Conference in Nashville, as well as anticipated OVG corporate travel.

Sales & Marketing

- **Salaries & Benefits:** Budget reflects a 3% merit increase.
- **Travel & Entertainment:** Includes attendance at the ASAE Conference/Tradeshow, monthly industry meetings, Meeting Professionals International, Small Market Meetings, Destination Midwest, and other targeted industry opportunities.
- **Advertising:** Advertising expense has been increased from prior years to support expanded marketing efforts for the Fort Smith Convention Center. Planned initiatives include increased social media and streaming advertising, as well as the use of geo-fenced advertising to target potential customers and event attendees more effectively. These expenditures are intended to promote the facility, generate new bookings, increase awareness, and support revenue-generating opportunities.

  The majority of events hosted at the Convention Center are rental events, and individual event organizers are responsible for their own paid advertising and promotional expenses. The Convention Center provides organic promotional support through its social media platforms, website, and event calendar. Additional paid advertising opportunities are available for clients to purchase through the Convention Center. The facility will not absorb the cost of paid advertising for individual rental events, as doing so would create an unnecessary additional operating expense and increase the subsidy required from Fort Smith taxpayers.

Finance

- **Salaries & Benefits:** Budget reflects a 3% merit increase and potential incentive compensation.
- **Consulting & Professional Fees:** Includes **$24,000** budgeted for audit fees.

Operations

- **Building Supplies:** Budget reflects a slight increase over 2026 actuals and is based on the 2026 budget and 2025 actual performance.
- **Building Repairs & Maintenance:** Budget is based on the 2026 budget and actual expenditures, along with 2025 actual performance.

Event Services

- **Salaries & Benefits:** Event Services salaries and benefits have been moved to the Sales & Marketing department for FY2027.

Food & Beverage

- **Salaries & Benefits:** Budget reflects a 3% merit increase. One hundred percent of the Catering Manager's salary has been moved to Food & Beverage; previously, the salary was split between Food & Beverage and Sales & Marketing.
- **Food & Beverage Supplies:** Budget is based on 2026 budget and actual performance, as well as 2025 actuals.
- **Smallware's:** Additional budget is included for smallware's and hotel pans to support event and catering operations.

Overhead

- **Salaries & Benefits:** Budget reflects a 3% merit increase.
- **Utilities:** Budget is based on 2025 and 2026 actual performance. A significant increase in natural gas costs has been incorporated into the FY2027 forecast.
- **Bank Fees:** Credit card processing expenses are budgeted to decrease because of changes to event contracts requiring clients to pay a 4% credit card processing fee.
- **Management Fee:** Increased 3% year-over-year.
- **Insurance:** Budget is based on current quarterly invoices plus a 5% increase.
- **Office Supplies:** Budget is based on current-year spending plus 5%.
- **Workers' Compensation:** Additional workers' compensation insurance has been incorporated for the Operations team.

Other Income

- **Sponsorships:** The FY2027 budget anticipates securing approximately **$150,000 in new sponsorship contracts**. The team will continue to pursue strategic sponsorship opportunities that provide both financial support and value-added partnerships. Pepsi and Heinz secured in Q1 2026. OVG signed a national account agreement with Cintas, representing cost savings of **$12,000 per year.**
- **Parking:** Paid parking is scheduled to be implemented in 1th QTR 2027. Revenue potential remains difficult to quantify at this time due to the anticipated use of Convention Center parking lots by both Convention Center guests and visitors to the surrounding Hotel and Bakery District.

Other Notes

- **Service Expenses:** Includes Operations labor associated with events.

Conclusion

The FY2027 budget reflects a continued commitment to improving the Fort Smith Convention Center's financial performance while maintaining high standards of service and client satisfaction. The combination of increased sales activity, expanded revenue opportunities, targeted marketing, sponsorship development, operational efficiencies, and disciplined expense management provides a solid foundation for continued progress.

While the Convention Center continues to operate with a planned deficit, the improvement from prior years demonstrates positive momentum. Our focus remains on increasing event volume and quality, maximizing ancillary revenue, controlling expenses, improving operational efficiencies, and identifying new business opportunities.

With the support of the Board of Directors, the City of Fort Smith, OVG, our clients, and community partners, we are confident that the Fort Smith Convention Center is well positioned for continued growth and improved financial performance in FY2027 and beyond.

Proposal to Expand Convention Center Catering Operations Through Limited Offsite Catering Opportunities

Presented to: Fort Smith Board of Directors

Fort Smith Convention Center & ArcBest Performing Arts Center - Oak View Group

Purpose

The purpose of this proposal is to request authorization for the Fort Smith Convention Center to pursue limited offsite catering opportunities, specifically within the fine dining and upscale event market. This opportunity would allow the Convention Center to generate additional revenue, maximize existing resources, retain experienced employees, strengthen its competitive position, and further reduce the financial burden placed on Fort Smith taxpayers.

We recognize and respect the Board's concerns regarding a taxpayer-funded facility competing with privately owned local businesses. That concern deserves consideration. However, we believe there is an opportunity to establish a responsible, clearly defined approach that allows the Convention Center to pursue additional revenue without attempting to become a competitor to every catering business in our community.

1. Addressing an Underserved Market and Maximizing Our Capabilities

The Fort Smith Convention Center has established a reputation for providing exceptional food and beverage services. Our catering services are highly sought after, we have the equipment, trained personnel, culinary expertise, and operational capabilities to successfully execute high-quality offsite events.

One of the challenges we face is that our facility does not have a traditional ballroom. This limits our ability to accommodate certain banquet-style events and larger formal gatherings that would otherwise be a natural fit for our culinary and catering operations.

We have the ability to provide these services, but our physical facility does not always allow us to capitalize on the demand.

Allowing limited offsite catering would provide an opportunity to take our existing capabilities beyond the walls of the Convention Center and generate revenue from opportunities that we currently cannot pursue.

We are not proposing to become an all-purpose catering company. Our intent is to focus exclusively on fine dining, upscale events, and opportunities that align with the level of service and culinary experience we are equipped to provide.

2. Creating Revenue During Historically Slower Banquet Periods

The first six months of the calendar year present a significant operational challenge for our food and beverage department. During this period, our event calendar is heavily occupied with events that generate concessions revenue but offer very few, if any, banquet or traditional catering opportunities.

While these events keep our facility busy, they do not provide the same opportunities to generate banquet revenue or utilize our full culinary capabilities.

Offsite catering would allow us to pursue additional revenue during these periods rather than relying solely on the banquet business generated by events held inside our facility.

This is an opportunity to generate revenue during months when our culinary team and catering resources could otherwise be underutilized.

Rather than allowing available equipment to go unused, we should have the ability to put those resources to work for the benefit of the facility and the city.

3. Employee Retention, Training, and Operational Consistency

One of the most significant benefits of expanding into offsite catering would be the ability to retain our trained and experienced part-time employees.

Currently, the seasonal nature of our banquet business creates staffing challenges. When banquet activity slows, we often lose valuable part-time employees who seek employment elsewhere.

When business increases again, we are forced to recruit, rehire, and retrain employees to meet demand.

This cycle creates unnecessary expenses, consumes management time, and makes it difficult to maintain the consistency and service standards our clients expect.

Offsite catering would help bridge the gap between banquet seasons by providing additional opportunities to keep our employees working.

The benefits would include:

• Improved employee retention and reduced turnover.

• Less time and money spent recruiting and retraining employees.

• A more experienced and dependable catering team.

• Greater consistency in food quality and customer service.

• Stronger employee morale and more predictable scheduling.

Our employees are one of our greatest assets. Providing additional opportunities to keep them employed benefits not only our operation but also the individuals and families in our community who depend on these jobs. Our employees live here, work here, and vote here.

4. Strengthening Naming Rights and Sponsorship Opportunities

The opportunity to pursue offsite catering could also provide added value when marketing naming rights and sponsorship opportunities for the Convention Center.

Potential naming rights partners are looking for more than a name on a building or signage inside a facility. They want visibility, brand recognition, and meaningful opportunities to connect with the community.

Offsite catering would create additional opportunities to incorporate a naming rights sponsor into events throughout Fort Smith and the surrounding region.

Imagine the added exposure of having our naming rights partner associated with upscale catered events, corporate gatherings, community functions, and special occasions outside the Convention Center.

This expands the sponsor's visibility beyond the physical facility and creates additional marketing opportunities that could make our naming rights package more attractive and valuable.

Ultimately, additional sponsorship value can translate into additional revenue for the facility and the city.

5. Respecting Local Businesses While Creating Healthy Competition

We understand the Board's concern about a taxpayer-funded entity competing with privately owned catering businesses. We believe this concern can be addressed through clearly established operating guidelines.

Our proposal is not to pursue every catering opportunity in the market, compete for everyday catering contracts, or attempt to displace established local businesses.

Instead, we propose a focused approach, limited to fine dining and upscale catering opportunities that align with our existing culinary capabilities, service standard, and staffing availability.

We also believe it is important to recognize that competition is not inherently a negative thing. Healthy competition encourages businesses and organizations to continually

improve their products, services, quality, and customer experience. It can elevate expectations throughout an industry and ultimately benefit the customer.

The Convention Center should be held to the same expectations of quality, service, and fiscal responsibility as any other hospitality operation.

Furthermore, our ability to provide offsite catering does not eliminate opportunities for local businesses. There are numerous catering segments, price points, event sizes, and customer preferences in our market. We believe there is room for multiple providers to succeed.

We are willing to establish reasonable parameters to ensure our efforts remain focused on the fine dining market and do not unnecessarily overlap with the core business of local caterers.

6. Maximizing Existing Investments and Reducing the Taxpayer Burden

The city has already invested in the equipment, facilities, staffing, and resources necessary to operate a successful food and beverage department.

We have the equipment. We have the staff. We have culinary skills and experience. We have an established reputation and a customer base that recognizes the quality of our services.

The question is whether we should be allowed to maximize those existing investments and pursue additional revenue opportunities when our facility cannot accommodate certain types of events.

Offsite catering provides an opportunity to do exactly that.

Additional revenue would contribute to the overall financial performance of the Convention Center, help offset operational expenses, and support our ongoing goal of reducing the amount of financial assistance required from taxpayers.

We should continually explore responsible opportunities to make our facility more financially self-sufficient. Limiting our revenue-generating capabilities to events that physically take place inside our building places an unnecessary restriction on an operation that already has the resources and expertise to serve customers elsewhere.

7. A Responsible and Measured Approach

To address the Board's concerns, we would be comfortable operating under established guidelines, including:

• Limiting offsite catering to fine dining and upscale events.

• Avoiding a broad expansion into everyday catering services.

• Establishing minimum revenue and profitability requirements for offsite events.

• Ensuring all offsite operations cover their direct costs and contribute positively to the Convention Center's financial performance.

• Tracking and reporting offsite catering revenue, expenses, and profitability to demonstrate the financial benefit.

• Evaluating the program periodically to ensure it remains consistent with the City's objectives and does not create unintended impacts on local businesses.

These guidelines would allow the city to maintain appropriate oversight while giving the Convention Center the flexibility to pursue a legitimate revenue opportunity.

Conclusion and Request

The Fort Smith Convention Center should be encouraged to operate with an entrepreneurial mindset, continually identifying opportunities to increase revenue, maximize existing resources, and reduce the financial responsibility placed on local taxpayers.

We are not asking the city to invest in a new operation, purchase additional equipment, or create an entirely new department. We are asking for the opportunity to utilize the resources, employees, equipment, and expertise we already have to pursue additional business.

We have a facility without a traditional ballroom, a culinary team with proven capabilities, services that are highly sought after, and significant periods during the year when our banquet opportunities are limited. Offsite catering is a practical way to address these challenges while creating additional revenue and improving employee retention.

We recognize the importance of protecting and supporting local businesses. However, we also believe that a taxpayer-funded facility has a responsibility to continually seek ways to improve its financial position and lessen its dependence on public funding.

Competition is a good thing when it is conducted responsibly. Growth should not be viewed as taking business away from our community, but as an opportunity to raise the standard of service, create additional employment opportunities, and keep more business and revenue within the Fort Smith hospitality market.

We respectfully request that the Board of Directors authorize the Fort Smith Convention Center to pursue limited offsite fine dining catering opportunities, subject to mutually agreed-upon operating guidelines and financial accountability measures.

Our goal is simple: Generate more revenue, retain good employees, maximize the City's existing investment, create greater value for our sponsors, and reduce the burden on Fort Smith taxpayers.

We believe this is an opportunity worth pursuing.

City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

CC: Steve Hotz, Sebastian County Judge

FROM: Jeff Dingman, City Administrator

DATE: November 5, 2026

SUBJECT: Draft operating agreement for Parrot Island Waterpark starting in 2027

SUMMARY

As directed by the Board of Directors, staff initiated a professional services procurement process to select the management company for Parrot Island Waterpark's operations starting with the 2027 season. A city/county review panel reviewed six proposals and conducted interviews of three of the submitting firms, then recommended moving forward in discussions with Sports Facilities Management, LLC (SFM) of Clearwater, Florida. Throughout this process, SFM emphasized their ability to facilitate revenue growth at the parks and facilities that they manage.

County Judge Steve Hotz and I co-authored a Letter of Intent with SFM (attached) indicating that we will recommend approval of a Facility Management Agreement with SFM starting with the operating year 2027 to our respective governing bodies. The draft agreement is attached and included on the November 10 study session agenda for the Board's review. Although there are still a minor adjustments that need finalized, it is substantially complete and for review. Any feedback from the Board's discussion will be addressed as we finalize the agreement to ready it for approval. We have already incorporated language in the draft agreement that specifically addresses concerns raised in the recent Agreed Upon Procedures engagement to review waterpark operations. SFM is fully aware of the process that we went through for this procedures audit, has seen the draft report, and has embraced those items.

SFM has been onsite and is working to identify a transition plan in order to start effecting change to the park's operations and readiness for the 2027 operating season as soon as an agreement is approved. Upon review at the November 10 study session, Judge Hotz and I intend to present the agreement to both the Quorum Court and the Board of Directors for consideration at their November 17 regular meetings.

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

ATTACHMENTS

1. 20261021 letter of intent signed-1.pdf
2. 20261105 DRAFT Facility Management Agreement - SFM - Waterpark incorporating AAC items.pdf

Sports Facilities Management, LLC
Attention: Gregg Wisecarver, Vice President
17755 U.S. Hwy 19 N.
Clearwater, FL 33764
gwisecarver@sportsfacilities.com

RE: Letter of Intent to enter into agreement for management services

Mr. Wisecarver,

We have been pleased to review the proposal from Sports Facilities Management, LLC and our ensuing discussions related to the management of the City/County-owned Parrot Island Waterpark in Fort Smith, Arkansas starting with the operating year 2027.

Recognizing that agreement details need to be negotiated and finalized, but also the need for planning and transition activities, we hereby offer this Letter of Intent stating that we intend to recommend to the Sebastian County Quorum Court and the Fort Smith Board of Directors that we, jointly as the owner, enter into a management services agreement with Sports Facilities Management, LLC to operate the park starting with the operating year 2027.

Our recommendation will require affirmative approval of an agreement by both of our respective governing bodies, which we intend to secure on or before November 17, 2026. Our recommendation notwithstanding, no approval should be considered final until both governing bodies issue their formal approval in a public meeting.

We look forward to working with you through this process and are excited to have Sports Facilities Management, LLC as our prospective partner in our waterpark project.

Sincerely,

Jeff Dingman
City Administrator
City of Fort Smith, Arkansas

Steve Hotz
County Judge
Sebastian County, Arkansas

FACILITY MANAGEMENT AGREEMENT

between

CITY OF FORT SMITH

and

SEBASTIAN COUNTY

and

SPORTS FACILITIES MANAGEMENT, LLC

Dated: October 27, 2026

FACILITY MANAGEMENT AGREEMENT

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THIS FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this day of September 1, 2026 (the "Effective Date"), by and between the City of Fort Smith, an Arkansas municipal government (the “City”) and Sebastian County, an Arkansas county government (the “County”) (City and County are hereinafter collectively referred to as the "Owner") and Sports Facilities Management, LLC, a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, aquatic recreational areas and equipment, and all other hard assets located at 7300 S Zero Street in Fort Smith, Arkansas known as “Parrot Island Waterpark” or any other name that may be identified in the future ("Facility");

WHEREAS, Manager has expertise in providing management services for athletic complex facilities throughout the United States;

WHEREAS, Owner and Manager desire for Sports Facilities Management, LLC to operate, and manage the Facility subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

ARTICLE 1 DEFINITIONS

1.1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The "Agreement" shall mean this Facility Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement), as amended, supplemented or restated from time to time.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than Five Thousand Dollars ($5,000) and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facility.

Early Termination Fee: The term "Early Termination Fee" shall have the meaning ascribed to such term in Section 4.3(a) of this Agreement.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the preamble of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facility.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facility.

Intergovernmental Agreement: The agreement between the City of Fort Smith and Sebastian County dated February 16, 2012, as amended, governing Ben Geren Regional Park and the Facility.

Laws: Means all applicable laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Marketing Manager, Operations Manager, Finance Manager, and Aquatics Manager.

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Operating Account: A separate account in the name of the Owner at a licensed bank, to be designated by the Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facility, including but not limited to the following:

(i) employee payroll, bonuses and benefits (including payments to any national benefit system, relocation costs, termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital

improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties *(e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility on behalf of Owner; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures or any Incentive Fees (all of which shall be the responsibility of the Owner).

Operating Year: Each twelve (12) month period during the Term, commencing on January 1 and ending on December 31.

Operations Manual: The document has been developed by Manager, which shall contain terms regarding the management and operation of the Facility including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the Owner and the Manager.

Owner: The term "Owner" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Payroll Account: A separate account in the name of Manager at a licensed bank through which all Facility staff and other personnel employed by Manager (including related payroll taxes), or engaged by Manager as an independent contractor, are paid.

Recruitment Fee: The term "Recruitment Fee" shall have the meaning ascribed to such term in Section 6.4 of this Agreement.

Regulatory Approvals: All applicable governmental or regulatory approvals, authorizations, consents, licenses or permits.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box

office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

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Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for consulting services, ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

2.1 **Engagement.**

(a) Owner hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described herein and in Exhibits A and B attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

2.2 **Limitations on Manager's Duties.** Manager's obligations under this Agreement are contingent upon and subject to the Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement and shall have no liability to the Owner or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Owner to timely provide such funds. Manager shall not incur obligations beyond the approved Operating Budget or other amounts expressly authorized in writing by Owner. Manager shall promptly notify Owner representatives of any projected deficit or funding shortfall. This provision does not excuse Manager from reasonable mitigation, reporting, or compliance with approved expenditure limits.

ARTICLE 3 COMPENSATION

3.1 **Management Fees.** In consideration of Manager's performance of its services hereunder, Owner shall pay Manager those payments as further set forth in Exhibit B attached hereto.

ARTICLE 4 TERM; TERMINATION

4.1 **Term.** The Initial Term of this Agreement (the "Term") shall begin on the Effective Date and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on December 31st, 2029 at which time this Agreement shall automatically renew for two (2) additional three (3) year terms (each a "Renewal Term") unless either party provides the other party with at least one hundred eighty (180) days' notice before the expiration of the Term or any Renewal Term of its intention not to renew. The Initial Term and any Renewal Term are collectively referred to herein as the "Term."

4.2 **Early Termination. Subject to the provision of this section,** this Agreement may be terminated by Owner or Manager, with or without cause, at any time by providing the other party with written notice on or before the date such terminating party wishes to terminate this Agreement (the "Termination Date").

(a) For Owner's Convenience: Owner shall have the right to terminate this Agreement for any reason or no reason subject to section 4.3 below.

(b) For Manager's Convenience: Manager shall have the right to terminate this Agreement for any reason or no reason upon twelve (12) months' notice to Owner.

(c) For Cause by Owner: Owner shall have the right to terminate this Agreement for Cause at any time. Upon termination by Owner for cause, Manager shall promptly vacate the Facility and no Early Termination Fee or other compensation, damages or lost profits related to early termination shall be due or payable to Manager. Cause for termination shall include, but not be limited to, Manager's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Owner detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Owner shall not be entitled to terminate for cause where Manager shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

(d) For Cause by Manager: Manager shall have the right to terminate this Agreement for Cause at any time. Termination for cause by Manager shall be contingent upon Manager promptly vacating the Facility and taking nothing of value from Owner without owner's written permission. Manager expressly waives any possessory lien rights or right of set-off it might have against any of Owner's property, assets or the Facility. Cause for termination shall include, but not be limited to, Owner's (i) repeated failure to timely pay into the Operating Account budgeted Owner contributions; (ii) Owner's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Manager detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Manager shall not be entitled to terminate for cause where Owner shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

4.3 **Effect of Early Termination and Expiration of Agreement.**

(a) Upon termination by the Owner for any reason other than for "cause" due to Manager's breach of any material provision herein, without cure by Manager following written notice from Owner detailing such breach of this Agreement, Owner shall pay Manager a termination fee ("Early Termination Fee) equal to the fees earned through the termination date, reimbursement of documented and properly authorized unpaid operating costs, and six months of the then-current Base Management Fee. No future employee salaries, severance, relocation costs, unearned incentive fees, or anticipated profits shall be payable to Manager. In the event that Owner terminates this Agreement for any reason other than for "cause" due to Manager's breach of any material provision herein, without cure by Manager following written notice from Owner detailing such breach of this Agreement, Owner shall have the right to request that Manager vacate the property and cease all management activities related to the Facility.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Owner shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Owner, the Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Notwithstanding the foregoing, Manager is under no duty to provide certain proprietary confidential materials or intellectual property to the Owner, including but not limited to national benchmarking formulas, key performance indicators reports, employee manuals, employee training materials, employee performance evaluations, financial forecasting formulas, Manager's internal databases or contact lists, Manager's operations manuals, and/or other intellectual property developed by and maintained by the Manager and which it may use in its regular course of business to provide services to clients similar to Owner. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITY

5.1 **Ownership of Facility, Data, Equipment and Materials.** The Owner will at all times retain ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. Any data, equipment or materials furnished by Owner to Manager or acquired by Manager as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, Owner recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager and shall belong to Manager at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term.

5.2 **Right of Use by Manager.** The Owner hereby gives Manager the right and license to use the Facility for the Term, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The Owner shall provide

Manager with a sufficient amount of suitable office space in the Facility (exact office space to be mutually agreed by the parties) and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the Owner shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

5.3 **Right of Use of Staff by Manager.** Manager shall have the right to utilize its employees as needed to support manager's organization as a whole, including but not limited to travel for training and temporary staffing coverage. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5.4 **Observance of Agreements.** The Owner agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the Owner is bound in connection with its ownership of the Facility.

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ARTICLE 6 PERSONNEL

6.1 **Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 herein), and said staff and other personnel shall be employees, agents or independent contractors of Manager, and not of the Owner. Manager shall select employees in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual and any Facility-specific employee manual supplement shall be provided to Owner.

6.2 **General Manager and Management-Level Employees.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees. Hiring of the General Manager by Manager shall require the prior approval of the Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General

Manager for up to one hundred eighty (180) days without the necessity of obtaining the Owner's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

6.3 **Work Environment**. Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook. Owner shall not require employees of Manager to vary from those employment standards either directly, or indirectly through impacting decisions, including but not limited to not funding the correct staffing level, not providing safe work tools and a safe work environment, or an environment inconsistent with Manager's values.

6.4 **Post-Termination Employment.** In the event of termination, or in any case where Owner expresses an interest in hiring Manager's employee(s), Manager shall reserve the right to agree or deny such a request. In the event that Manager elects to permit Owner to hire Manager's employee(s), Owner shall provide the Manager with a one-time fee (the "Recruitment Fee") equal to six (6) months' gross salary and benefits. In any of these events described, the Manager's employee would not retain the Manager's intellectual material in any future employment.

ARTICLE 7 PROCEDURE FOR HANDLING INCOME

7.1 **Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of an Owner employee or representative. Owner will have access and visibility to all accounts relative to the operation of the Facility. The Operating Account shall remain under Owner ownership and banking oversight. Manager's disbursement authority shall be limited to payments within the approved Operating Budget and written transaction thresholds established by Owner. Owner shall approve account signatories and payment-control procedures, including segregation of duties, dual authorization above a defined threshold, electronic access, and monthly bank reconciliation. The Operations Manual may implement but shall not override these requirements.

ARTICLE 8 FUNDING

8.1 **Source of Funding.** Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 7 above), or otherwise made available by the Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. The Owner shall thereafter, on or before the first (1st) day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the Owner or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

All Owner funding obligations under this Agreement are subject to the applicable governmental entity's lawful appropriations and approvals. No expenditure or contract exceeding an approved line-item or total Operating Budget authorization may be incurred without prior written Owner approval, except a documented Emergency Repair immediately necessary to prevent imminent harm, for which Manager

shall notify Owner as soon as practicable. Monthly funding requests shall be supported by cash forecasts and reconciled to actual revenues, expenditures, and existing account balances. Funding does not constitute an amendment to the City–County Intergovernmental Agreement.

8.2 **Advancement of Funds.** Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse Manager for the full amount of such advanced funds. The minimum working-capital balance shall be stated as a specific dollar amount in the approved annual Operating Budget. Any increase requires prior written Owner approval. Manager shall reconcile working capital monthly, and all unspent working capital remains Owner property and shall be accounted for on expiration or termination, net of authorized outstanding obligations. Owner will contribute funds as needed to maintain the minimum working-capital balance in the Operating Account.

ARTICLE 9 FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

9.1 **Existing Contracts.** The Owner shall provide to Manager, on or before the Effective Date, full and complete copies of all Existing Contracts. Manager shall administer and use reasonable commercial efforts to assure compliance with such Existing Contracts to the extent provided to Manager.

9.2 **Execution of Contracts.** Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, as agent on behalf of the Owner. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager may execute only ordinary-course contracts within the approved Operating Budget, applicable purchasing law and Owner-approved procurement procedures, and written dollar and term limits delegated by Owner. Capital contracts, related-party transactions above delegated limits, commitments extending beyond the current approved budget or this Agreement's term, and agreements binding either government separately require prior written approval by the appropriate Owner authority. Manager shall maintain a current contract register and furnish copies to Owner.

9.3 **Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 10 AGREEMENT MONITORING AND GENERAL MANAGER

10.1 **Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party 's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies Owner of a substitute contract administrator in writing. Owner shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. A contract administrator may administer this Agreement but may not approve expenditures, budget amendments, contracts, waivers, or changes to intergovernmental allocations that require governing-body action or exceed delegated authority. Where Owner approval is required, the City and County shall each act through their respective authorized representatives in accordance with their governing agreements.

ARTICLE 11 INSURANCE

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11.1 **Types of Coverage; Certificates of Insurance.** Manager and Owner agree to obtain insurance coverage in the following manner and amount. Owner and Manager shall within 30 days after the Effective Date furnish to the other party certificates of all of the insurance as well as certificates of renewal no later than ten (10) days prior to the expiration of each policy. Such insurance policies (as reflected by current certificates) held by Manager shall provide that the Additional Insureds are listed as additional insureds on the policies. Manager will provide reasonable notice to Owner upon receipt of any intention by Insurer to cancel, not renew or make any adverse change in coverage. All certificates, cancellation, nonrenewal or adverse change notices shall be mailed to the respective addresses listed in the definition of Additional Insured, or at such other address as an Additional Insured shall give Manager written notice. New Certificates of Insurance are to be provided to the Additional Insureds at least 15 days after coverage renewals. If requested by the Owner, Manager shall furnish complete copies of insurance policies, forms and endorsements.

11.2 **Owner's Policy.** Owner shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) Property Insurance. Owner shall procure and maintain fire and extended coverage casualty insurance, and (if appropriate) flood insurance, regarding the Facility in amounts and with companies acceptable to Owner in its sole discretion. Property insurance procurement, cost allocation, insurance proceeds, and capital restoration obligations shall be coordinated with Section 6 of the Intergovernmental Agreement. This Agreement shall not independently reallocate those duties between the City and County.

11.2 **Manager's Policies.** Manager shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) General Liability. Manager shall procure and maintain as a Facility Operating Expense a general liability policy (including contractual liability insurance, including an umbrella policy, and including hired, non-owned auto coverage, and abuse and molestation coverage) which insures Manager and which includes Owner as an additional insured, with a general liability policy (including contractual liability insurance) with a combined single limit of $1,000,000 per occurrence and a general annual aggregate limit of $3,000,000. All such insurance shall be on an occurrence basis.

(b) Professional Liability. Manager shall procure and maintain, as a Facility Operating Expense, a professional liability policy with limits of not less than _____ per occurrence.

(c) Workers Compensation. Manager shall procure and maintain as a Facility Operating Expense worker's compensation insurance required under applicable Arkansas state law.

(d) Crime Insurance. Manager shall procure and maintain commercial crime insurance coverage with limits of not less than _____ per occurrence, covering losses arising from theft, employee dishonesty, forgery or alteration, fraud, and other criminal acts committed by Manager's employees or agents in connection with Manager's performance under this Agreement.

ARTICLE 12 COVENANTS AND REPRESENTATIONS

12.1 **Owner's Covenants and Representations.** Owner makes the following covenants and representations to Manager, which covenants, and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Owner's Status. Owner City of Fort Smith is a city government duly organized, validly existing, and in good standing under the laws of the State of Arkansas with full power and authority to

enter into this Agreement and execute all documents required hereunder. Owner Sebastian County is a county government duly organized, validly existing, and in good standing under the laws of the State of Arkansas with full power and authority to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Owner has been duly authorized and approved by requisite action and this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Owner's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Owner nor Owner's performance of any obligation hereunder:
(i) will constitute a violation of any law, ruling, regulation, or order to which Owner is subject; or
(ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (A) to which Owner is a party or is otherwise bound, or (B) to which the Facility or any part thereof is subject.

(d) Ownership Rights. Owner shall obtain and retain the property interests in the Facility necessary to enable Manager to perform its duties pursuant to this Agreement peaceably and quietly. Owner represents and warrants that Manager's performance of the services required by this Agreement shall not violate the property rights or interests of any other Person.

(e) Documentation. If necessary to carry out the intent of this Agreement, Owner agrees to execute and provide to Manager, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Manager may reasonably request in connection with the operation of the Facility.

12.2 **Manager's Covenants and Representations.** Manager makes the following covenants and representations to Owner, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Corporate Status. Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and authorized to transact business throughout the United States with full corporate power to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Manager has been duly authorized and approved by all requisite action of the board of directors of Manager, and this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Manager's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Manager is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Manager is a party or is otherwise bound.

12.3 **Indemnification.**

(a) Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the Owner and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages(collectively, "Losses") suffered by those parties, arising out of or in connection with any (i) negligent act or omission, or willful misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Manager of any of its representations, covenants or agreements made herein.

(b) Conditions to Indemnification. With respect to each separate matter brought by any

third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Section, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other party 's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's sole expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than ten (10) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

(c) Survival. The obligations of the parties contained in this Section shall survive the termination or expiration of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 **Relationship.** Manager and Owner shall **not** be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Manager understands and agrees that the relationship to Owner is that of independent contractor, and that it will not represent to anyone that its relationship to Owner is other than that of independent contractor. Manager shall not own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Facility and which are located within a 50 miles radius of the Facility. Manager covenants and agrees that even though it may have a management responsibility for other similar properties, which from "time to time" may be competitive with the Facility, Manager shall always represent the Facility fairly and deal with Owner on an equitable basis.

Manager has the right to display its brand and marks in the Facility and on the Facility's marketing materials in a manner that does not exceed 10% of the overall impression of the Facility's own brand. Manager has the right to use and store the database and contact information of the customers of the

Facility. Manager will provide from time-to-time images and other marketing material that it owns and holds the license to for use by the Facility. Owner agrees not to use those images and that material in any manner outside of the operation of the Facility while Manager is engaged to operate it. Manager has the right to use images and marks from the Facility for its own marketing and promotions material while this Agreement remains in effect.

13.2 **Representations**. Owner represents and warrants: (i) that Owner has full power and authority to enter this Agreement; (ii) that to the best of Owner's knowledge, the property on which the Facility is located is zoned for the intended use; (iii) that all permits for the operation of the Facility have or will be secured and are or will be current; (iv) that the Facility and its operation do not violate any applicable statues, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); and (v) that to Owner's best knowledge, without duty of inquiry, no unsafe condition exists within the Facility.

13.3 **Assignment**. This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

13.4 **Benefits and Obligations**. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

13.5 **Fees for Legal Advice**. Subject to the prior written approval of the Owner, which approval shall not be unreasonably withheld, Owner shall pay reasonable expenses incurred by Manager in obtaining legal advice regarding compliance with any law affecting the Facility or any activities related to it. Owner reserves the right to approve the law firm from which said legal advice is sought.

13.6 **Fees for Other Professional Services**. Subject to the prior written approval of the Owner, which approval shall not be unreasonably withheld, Owner shall pay reasonable expenses incurred by Manager in obtaining financial advice, tax and audit advice, code compliance and engineering device, regarding compliance with any law affecting the Facility or any activities related to it. Owner reserves the right to approve the professional services firm from which said services are sought.

13.7 **Building Compliance**. Manager does not assume and is given no responsibility for compliance of the Facility or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly, or forward to Owner promptly, any complaints, warnings, notices, or summonses received by Manager relating to such matters. Owner represents that to the best of Owner's knowledge, without duty of inquiry, the Facility and all such equipment contained therein comply with all such requirements, and Owner authorizes Manager to disclose the ownership of the Facility to any such officials.

13.8 **Notices**. All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

If to Owner:

City of Fort Smith
Attn: Mayor/Administration
623 Garrison Avenue,
Fort Smith, AR 72901

Sebastian County
Attn: County Judge
35 South 6 St
Fort Smith, AR

If to Manager:

Sports Facilities Management, LLC
Attention: Jason Clement, Manager
17755 U.S. Hwy 19 N.
Clearwater, FL 33764
Email: jclement@sportsfacilities.com

with a copy to:

Bruce Rector
General Counsel
Sports Facilities Management, LLC
17755 U.S. Hwy 19 N.
Clearwater, FL 33764
Email: brector@sportsfacilities.com

13.9 **Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Manager under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, provided that such obligation has been approved by Owner as set forth in Section 6.1.

13.10 **Headlines.** All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.11 **Force Majeure.** Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Manager and any time periods required for performance shall be extended accordingly.

13.12 **Entire Agreement.** This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Manager with respect to the management and operation of the Facility and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Manager relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Manager in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

13.13 **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

13.16 **Applicable Law**. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Arkansas. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Arkansas in Sebastian County, Fort Smith District. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

13.17 **Acknowledgement.** The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

13.18 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

13.19 **Intellectual Property.** Owner acknowledges that Manager has certain intellectual property, trade secrets and proprietary business techniques ("Intellectual Property ") that it will utilize on behalf of Owner to meet its obligations under this Agreement. Owner acknowledges that it obtains no ownership rights whatsoever in the Intellectual Property and, upon termination of this Agreement, Manager shall retain all rights to the Intellectual Property and remove such Intellectual Property from the Facility and its operations. For purposes of this Agreement, the term Intellectual Property shall include, without limitation, analytical tools and documented procedures for forecasting, performance tracking, operational and marketing systems that are unique to Manager's approach, staff training programs, program curriculum and agendas, rights to

certain discounts or programs that Manager has negotiated for Manager-operated facilities, and other intellectual property which Manager has previously introduced to the Facility and of which Manager is an author.

13.20 Intergovernmental Agreement. Nothing in this Agreement modifies the respective rights or obligations of the City and County under the Intergovernmental Agreement. Manager shall not interpret the collective term "Owner" as authorizing either governmental entity (the City or the County) to bind the other beyond its duly delegated authority.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Attest:

OWNER:
CITY OF FORT SMITH

DRAFT

Print Name:

BY: _____

Its _____

OWNER:
SEBASTIAN COUNTY

Print Name:

BY: _____

Its _____

MANAGER:

Attest:

SPORTS FACILITIES MANAGEMENT, LLC,
a Florida limited liability company

_____

Print Name:

BY: _____

Its Manager

EXHIBIT A

MANAGEMENT SERVICES

DRAFT

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Facility.

1. Staffing. Manager shall provide a full-time on-site General Manager and other employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor.

2. Annual Business Plan. Manager will produce an Annual Business Plan two months prior to the beginning of any Operating Year in the Term. Manager shall update the Business Plan and submit the revised Business Plan to Owner for its review and approval. Owner shall give its comments and/or approval of the updated Business Plan within sixty (60) days after receiving the Business Plan from the Manager. In the event of disapproval of the Business Plan, the Manager shall use commercially reasonable efforts to operate the facility pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan are agreed upon. In the event of disapproval of the Budgets, the Manager shall continue operating the facility pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Receipts; or (ii) other matters beyond the control of the Manager, until such time as Owner and the Manager agree upon the appropriate replacement Budgets. However, in the event Owner disapproves of a Business Plan, revised Business Plan/Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this Agreement by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. In the event the Agreement is terminated for the reason set forth in the preceding sentence, Owner shall not be obligated to pay Manager the Early Termination Fee identified in Article 4.3(a) of the Agreement. Owner and the Manager agree to use good faith efforts to resolve any differences in opinion regarding the Business Plan and any portion thereof so that agreement on the Business Plan can be reached as soon as possible after the date Manager first submits the revised Business Plan for such year to the Owner. Continuation under a prior business plan or budget shall not authorize spending beyond amounts lawfully appropriated or separately approved. Manager shall submit proposed budgets with monthly revenue, staffing, payroll, fees, capital-maintenance allowance, and cash-flow schedules sufficiently in advance of each government's budget approval process. Any budget modification requiring additional Owner funding must be approved before commitment.

3. Employment Matters. The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget.

4. Independent Accounting Firm. From time to time, as Owner requests, Manager shall hire an independent certified public accounting firm to be paid for out of the Operating Budget of the Facility and to be selected by mutual agreement of Owner and Manager to audit the financial statements required under this Agreement.

5. Accounting Records and Reporting. During the Term, Manager shall maintain professional accounting records. Manager shall provide the financial statements in a format reasonably specified by Owner.

6. MONTHLY FINANCIAL AND OPERATING REPORTING. Within twenty (20) days following each month-end, Manager shall provide Owner with a balance sheet, operating statement, budget-to-actual comparison, bank reconciliations, cash receipts and disbursements, accounts receivable and payable aging, separate City and County contributions with explanations of additional funding requests, attendance and revenue analysis including prior-year comparisons and pricing/discount trends, and commentary on material variances, repairs, insurance claims, overhead allocations and unbudgeted costs. Manager shall maintain payroll, sponsorship, concession, merchandise inventory and other transaction-level supporting records and provide them upon reasonable request. Monthly inventory reporting shall summarize profitability by major category; item-level records shall remain available for review. Manager shall provide a rolling cash forecast monthly and a formal indirect-method cash flow statement quarterly and annually. Reporting formats, reasonable materiality thresholds, and detailed procedures shall be established in the Owner-approved Operations Manual. Changes imposing material additional costs require agreement of the parties.

7. INTERNAL CONTROLS AND AUDIT ACCESS. Before commencing operations, Manager shall furnish documented local cash-handling, point-of-sale, credit-card, deposit, refund, disbursement and reconciliation controls for Owner review, remedy identified material control gaps, and notify Owner of material control changes. Manager shall provide reasonable access to records, systems, supporting documents and personnel and cooperate with reviews performed under the City's approved risk-based Internal Audit plan. This provision does not prescribe particular annual audit procedures.

8. FINANCIAL MONITORING. Owner may designate qualified Finance and Internal Audit representatives to review Facility financial information, request explanations and supporting records, and elevate unresolved material concerns to City and County administration under written monitoring and escalation procedures. Key performance measures and reporting thresholds shall be established in the Owner-approved Operations Manual.

9. ACCOUNTING POLICIES AND CAPITAL ASSETS. Manager shall follow Owner-approved revenue recognition and capitalization policies consistent with the applicable financial reporting framework. The season-pass policy shall distinguish receipt of cash from recognition of earned revenue. Manager shall maintain a fixed-asset register and depreciation schedule including Owner-contributed assets, subject to Owner review and agreed transition procedures for opening balances and any 2026 adjustments. Financial-statement depreciation shall be distinguished from the capital-maintenance reserve required by the existing City–County agreement.

10. INTERNAL CONTROL. The Manager agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Facility, such controls to be consistent with professionally accepted accounting practices

11. BANK ACCOUNTS. The Manager shall establish, in the Facility's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Facility, an operating expense account (the "Operating Expense Account") and a payroll account in the Manager's or its affiliates' name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Manager or its affiliated entity (the "Payroll Account").

12. ACCOUNT FUNDING. Subject to the Manager's written notices to Owner, Owner acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Facility provided that such Operating Expenses and capital improvements are made in accordance with the terms of this Agreement.

EXHIBIT B

MANAGER COMPENSATION



During the Term of this Agreement, Manager shall receive compensation from the Owner according to the following:

1. Base Management Fee;
2. Sponsorship and Advertising Compensation;
3. Food and Beverage Compensation;
4. Employee Compensation; and
5. Reimbursed Expenses

The annual Operating Budget shall separately identify and disclose the Base Management Fee, Sponsorship and Advertising Compensation/commission, Food-and-Beverage Compensation/commission, Employee Compensation/payroll, and the 32% Employee Burden Fee, all of which are described as follows:

1. **Base Management Fee.** Owner shall pay to Manager a fee for its services (the "Base Management Fee") of Five Thousand Dollars ($5,000) per month. The first installment of the Base Management Fee shall be paid to Manager on the first day of the month following the execution of this Agreement and each installment afterwards will be due and payable on the first day of each successive month thereafter. Beginning with the 13th payment and the beginning of each year thereafter, the Base Management Fee shall increase by three percent (3%) each year.

2. **Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements and pricing, and providing confidence to sponsors and advertisers, Manager will receive forty percent (40%) of the gross revenue for sponsorship and advertising, excluding any such compensation generated by the sole efforts of Owner, for all sponsorship and advertising sold throughout the life of the Manager's service. Payments for sponsorship and advertising compensation will be made to Manager within thirty (30) days of the time when a sponsor/advertiser makes payment. Sponsorship commissions shall be calculated only on gross cash receipts actually collected from qualifying Manager-generated contracts, net of refunds and sales taxes, with supporting contract-level schedules. Any pre-existing or Owner-generated sponsorship arrangements shall be identified in writing before commencement. Commission obligations shall not extend beyond termination absent a separately approved schedule.

3. **Food and Beverage Compensation.** Due to the role that Manager will play in executing the highest level of service, quality and generating revenues related to food and beverage, Owner shall pay to Manager fifteen percent (15%) of the gross revenue of food and beverage sales at the Facility. Payments for food and beverage compensation will be made to Manager within thirty (30) days of the end of the operations season of the Facility. The 15% commission base shall exclude sales taxes, refunds, and voids and shall be supported by point-of-sale reconciliation. Owner shall receive a schedule of gross sales, excluded amounts, and the resulting commission.

4. **Employee Compensation and Employment Burden.** On or before the first day of each month, Owner or Manager shall transfer from the Operating Account by wire transfer of immediately available funds to Manager's separate Payroll Account an amount sufficient to fund: (i) the estimated gross wages and salaries payable to Manager's employees assigned to the Facility for all payroll dates occurring during that month, including overtime, paid vacation and other paid leave, and annual or short-term incentive bonus payments attributable to services performed during the Term; and (ii) an employment burden and administrative services fee equal to thirty-two percent (32%) of such gross wages and salaries of Manager's employees assigned to the Facility (the "Employment Burden Fee"). Together, these amounts constitute "Total Employee Compensation." Monthly funding estimates shall be reconciled against actual gross wages and salaries processed, with any resulting adjustment reflected in the following month's funding request. The Employment Burden Fee covers Manager's costs of recruiting, hiring, employing, and administering full-time, part-time, and hourly employees

assigned to the Facility, including recruitment, background checks, drug screening, onboarding, payroll processing, the employer's share of payroll taxes, employee benefits, and related employee administration. Employee benefits include, as applicable and subject to eligibility requirements and applicable plan terms, employer contributions toward health, dental, and life insurance; 401(k) matching contributions; long-term disability insurance; and employee assistance programs. The Employment Burden Fee is a fixed percentage of gross wages and salaries and is not subject to reconciliation against Manager's actual costs for the items it covers. Costs covered by the Employment Burden Fee shall not be separately charged to Owner.

5. **Reimbursed Expenses**. All reimbursed expenses must be within the Operating Budget approved by Owner. Manager shall be reimbursed with prior written approval by the Owner, for travel and other expenses directly related to the Management Services. All travel reimbursement will be based on receipts to be furnished by Manager to the Owner. Travel expenses may include but are not limited to airfare, rental cars, parking fees, lodging and meals. All fees and reimbursements shall be paid to Manager within thirty (30) calendar days of invoicing. Manager will make a good-faith effort to keep these travel expenses to a minimum.

City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, City Administrator

DATE: November 6, 2026

SUBJECT: Proposed Change Order - CSM Waterworks

SUMMARY

The contract with CSM Waterworks, Inc. to erect the steel and install the waterslides was approved by Ordinance No. 29-25 on March 4, 2025 and it is attached. As a reminder, CSM specializes in waterslide construction and is one of very few companies in the country approved by the manufacturer to install these complexes.

I have previously informed the Board of potential change orders to this project, including one from WhiteWater and one from CSM Waterworks. My discussion with CSM Waterworks goes back to March when I informed them that the city approved the contracts with SSi, Inc. and Clarity Pools to build the infrastructure that the slide complex needs, and that we would need them to return to Fort Smith and finish the installation. In June CSM surmised that they would need a change order to accommodate increased personnel and travel expenses for re-mobilization to Fort Smith, but early on indicated an expectation that the change order would amount to $16,000, an expectation I relayed to the Board.

In about mid-September communications from CSM started to indicate an expectation of significant change in cost and timeline on the related change order, shifting from being onsite this fall to being onsite after the first of the year and for significantly more dollars. Their initial proposal was for a change order amounting to $252,915 if we expected them to do the work this fall. Through various discussions, the amount has been reduced to $193,115, but included starting work in early January. I further asked them to consider adjusting their proposal to within the amount of the contingency still available within the appropriated project budget. However, as of late October that prospect has been exhausted. CSM is unable/unwilling to come off of the proposed change order amount in order to cover their cost to re-mobilize to Fort Smith in January. At my request they submitted a detailed formal change order document for our consideration, which is attached and specifies a project schedule to have the complex open by the time the park opens in May.

As for the project's budget, after we process a (needed) change order for WhiteWater in the amount of $20,300 (also attached) for on-site time to inspect and certify the slide installation, there is still about $132,000 available in contingency funds, originally intended for (required) fencing and landscaping. This proposed CSM change order for $193,115 would use all of that contingency, plus an additional $61,115 that we would need to appropriate. If we use all of this contingency, we will still need to have the fencing & landscaping put in place at the city's

additional cost. The slide complex will not be able to open unless the park's perimeter is properly enclosed. I also expect a change order from SSi, Inc. before project completion, but in relation to time (workdays) only, no additional dollars.

I am pursuing ideas for possible participation in the cost of this change order from outside entities, first from our potential new management company. I've explained the need, inquired of their possible involvement, and relayed a proposal for them to consider which at this time is still under consideration. In light of the fact that we have a partner to consider (Sebastian County) in the main facility management agreement that does not intend to participate in the waterslide project, approval of this concept would need to be handled separately from the facility management agreement currently being considered jointly. If an arrangement cannot be reached with this entity, other options for third-party sponsorships will be pursued, but any and all of them would most likely be on a reimbursement basis for the cost of the change order. The city still needs to consider approval and funding of the change order, and relatively soon so that it can be approved in time for CSM to mobilize to Fort Smith on schedule in early January. This will be paramount to getting the complex erected and ready for the park's opening in May for the 2027 season.

Potential funding sources for the additional dollars needed are the General Fund Reserve and potentially the 1/8-cent Sales and Use Tax for Parks Capital Improvements. This is being brought for discussion at the November 10 study session so that it might be considered at an upcoming regular meeting for approval. As a reminder, the total amount appropriated for this project is currently $6,234,238.

ATTACHMENTS

1. ORD. 29-25 Contract-2.pdf
2. City of Fort Smith on the Parrot Island Waterslide Project.pdf
3. 44855 Change Order 01 R1.pdf

Ord. 29-25

CSM WATERWORKS

1040 Calle Cordillera #105, San Clemente, California 92673

CONTRACT

PROJECT:	**Parrott Island Fort Smith**	DATE:	**Feb-6-2025**
		CLOSING:	N/A
LOCATION:	7300 S Zero Street, Fort Smith, AR 72903	TIME:	N/A
START DATE:	Mar-3-2025 *(Estimated)*		

PURCHASER: City of Fort Smith, Arkansas
Registered Office at:
632 Garrison Ave,
Fort Smith, AR
72901

Parrot Island Waterpark
Fort Smith Arkansas
Att.: George McGill, Mayor
623 Garrison Avenue, Room 315
Fort Smith, AR 72901
O: 479-784-2201

CONTRACTOR: CSM Waterworks Inc.
1040 Calle Cordillera #105
San Clemente,
California, CA
92673

CONTACT: Casey Gardener – President

Scope of Work Provided by CSM Waterworks:

CSM Waterworks proposes to Install all Water Slide components and Structural Steel material that is to be provided by the Water Slide vendor / White Water West. CSM Waterworks will provide all consumable materials, qualified labor, tools, equipment and each item of expenses required to complete the work as outlined in the drawings and manuals provided by the city of Fort Smith, AR. All pricing based on White Water SK-16 -44855 Drawings showing outline and description of Rides and Water Slide Tower.

Including:

- Flatline Loop: 398' Total Length
- Topspin: 548' Total Length
- Head Rush: 545' Total Length
- Head Rush: 545' Total Length
- Nautilus Slide
- Steel Water Slide Tower with Shade Canopy
- Steel Ride Supports

- CSM to provide all rigging, tooling, and equipment necessary to assemble and install parts per customer's DWG's.

  CSM to provide all labor required to install water slide vendor equipment, including steel columns and radial arm supports.

- CSM to provide all rental equipment including manlifts, telehandlers and any mobile crane units needed.

BID DOUCUMENTS: Pricing submission based on the following documents included

- White Water West – Parrot Island Expansion SK-16 44855

BID Assumptions:

- **This is a Non- Prevailing or Union Wage Project.**

- Staging/Pre-Assembly is reasonable in proximity to the project location.
- Unobstructed access to the required equipment and material.
- Pre-Assembly and installation areas are suitable for equipment, pre-assembly, & installation.

- All materials, parts, & hardware from the customer will be on-site.
- All materials supplied by the customer do not require finishing or modifications.
- General Daily Cleanup of CSM Waterworks Construction Debris (Waste Dumpsters to be provided by others)
- Waterslide tower to be comprised of Steel Structural Frame, T1800 Fiberglass Decking, Steel Guard Rail System, Including Grip Rail.
- Punch List Completion to Owners Satisfaction and industry standards.
- All work to be performed as outlined in the waterslide vendor (White Water) Drawing packages – Including Structural and Waterslide Assemble detailed drawings.
- Site As-Builds to be provided showing concrete foundations and pedestals verifying the correct locations and elevations. These must be provided to CSM Waterworks prior to CSM Waterworks begins ride installation on such concrete support.

GENERAL TERMS & CONDITIONS:

- Any delays in installation due to lack of access to the Laydown/Installation area, late shipments, non-conformance material per DWGs from customer, repairs and modifications to FRP or Fabricated Steel will be subjected to a Change Order.

- Only under client/scope changes, extreme circumstances, DOSH Inspections, and sever weather would be subject to a Change Order.

- Any delays due to site conditions which the client requires CSM to add additional manpower or requested work overtime will be subject to Change Order.

- CSM Waterworks Assumes (1) mobilization per work schedule. If work is delayed at no fault of CSM, to mobilize additional staff will require a Change Oder.

- CSM Waterworks to provide Safety Policy to General Contractor and our Owner.

- CSM Waterworks to abide by and enforce strident safety measures in compliance with OSHA and any other local safety standards. CSM will provide all safety equipment necessary to perform their work.

- CSM Waterworks provide all Per Diems and necessary accommodation for out-of-town workers.

Exclusions to CSM Waterworks:

1. Any fabricated items
2. All hardware (Must be provided by Purchaser)
3. Epoxy and epoxy anchors
4. All concrete
5. All paint touch ups on steel tower, slide supports and arms
6. Special Inspections and permits
7. Site/offsite maintenance, porta potties and security by others
8. Electrical, instrumentation, pneumatic, piping work, grouting
9. Plumbing work of any kind.
10. General Civil work, Landscape or any other Earth work.

Minimum insurance requirements for **CSM Waterworks.**

The Contractor shall not commence work until they have obtained all insurance required and have submitted to Purchaser. In addition, nor shall the contractor allow any sub-contractor to commence work until all similar insurances required of the sub-contractor have been obtained and approved.

1. Policies and coverage

a) Commercial Form Liability Insurance

The contractor shall obtain and maintain (the following policies and coverage. Comprehensive or) Commercial form general liability insurance on an occurrence basis covering work done or to be done by on behalf of the contractor and providing insurance for bodily injury, personal injury, property damage and contractual liability.

i) $1,000,000 General aggregate
ii) $1,000,000 Each occurrence for bodily injury and property damage

b) Business Automobile Liability Insurance

Business automobile insurance liability insurance on an occurrence basis, covering owned, hired and non-owned automobiles used by or on behalf of the contractor and providing insurance for bodily injury, property damage and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.

i) $1,000,000

c) Workers Compensation and Employers Liability Insurance

Workers Compensation including Employers liability insurance as required by law.

- Workers' Compensation: Statutory Limits
- Employers Liability: $1,000,000 by accident/each accident
  $1,000,000 by disease/policy limit
  $1,000,000 by disease/each employee

2. Verification of coverage

- The contractor shall submit certificates of insurance and original endorsements to the policies of insurance to Purchaser for record keeping.
  The scope of coverage and deductible shall be shown on the certificate of insurance.
  The certificate of insurance and endorsements shall provide for no cancellation or modification of coverage without (30) thirty-days' written notice to owners.

COST & TERMS OF PAYMENT:

Purchaser (City of Fort Smith) agrees to pay CSM Waterworks the sum of Five Hundred Nine Thousand Five Hundred Dollars. **($509,500.00)**

TERMS OF PAYMENT: $509,500.00

Contractor to submit invoices to City of Fort Smith AR.) as per the Progress Payment Schedule. All payments less the Downpayment based on mutually agreed percentage of work complete progress payments, submitted monthly. *Downpayment must be paid prior to Contractor (CSM Waterworks Mobilizing construction staff)*

Phase #1: Schedule of Values: Flatline Loop/ Topspin/ Head Rush#1/ Head Rush#2

- 25% Downpayment upon acceptance of contract. = $104,875.00
- 25% Pre-Assembly of Fiberglass Materials = $104,875.00
- 20% Tower and Steel Ride Support Installation = $83,900
- 20% Ride Installation of Structural Steel Supports = $83,900
- 10% Final Upon Final CSM Water Works Completion of Project = $41,950.00
- **TOTAL CONTRACT VALUE = $419,500.00**

All Payments to be made (10) days after receipt of invoice.

Phase #2: Schedule of Values: Nautilus Slide

- 50% Downpayment upon acceptance of contract. = $45,000.00
- 50% Final Upon Final CSM Water Works Completion of Project = $45,000.00
- **TOTAL CONTRACT VALUE = $90,000.00**

All Payments to be made (10) days after receipt of invoice.

CONTRACT ACKNOWLEDGMENT

X. Casey Gardener
DATE. 3/14/25
Signature
CONTRACTOR: CSM Waterworks
Casey Gardener President

X.
DATE. 3/21/2025
Signature
Mayor: City of Fort Smith, AR.
George McGill, Mayor

ATTEST:
City Clerk

The above parties agree to the terms outlined above and understand that this agreement is binding.

CSM WATERWORKS
1040 Calle Cordillera #105
San Clemente, CA 92673
(213) 748-7321 - Office
www.csmwaterworks.com
Instagram: csmwaterworks

csm WATERWORKS

November 6, 2026

Jeff Dingman, ICMA-CM
Interim City Administrator
623 Garrison Avenue, Room 315
Fort Smith, AR 72901
O: 479-784-2201
C: 479-226-6427
jdingman@fortsmithar.gov
Facebook | Instagram | Twitter

Project: Parrot Island Waterpark – Fort Smith, Arkansas
Scope: Waterslide Installation & Project Re-Mobilization
Anticipated Re-Mobilization: January 5, 2027
Target Completion: Prior to Memorial Day 2027
Proposal Validity: 30 Days

1. Project Overview:

Thank you for the opportunity to continue working with the City of Fort Smith on the Parrot Island Waterslide Project.

CSM Waterworks, Inc. is pleased to provide this revised proposal incorporating the original installation contract along with the additional costs associated with the approximately two-year project delay and re-mobilization scheduled for January 2027.

The original contract was established based on the project schedule, manpower requirements, equipment needs, and site conditions anticipated at the time of award.

Due to the extended project delay, CSM has incurred and anticipates additional costs associated with re-mobilization, labor escalation, material inspections, project coordination, and schedule acceleration.

This revised proposal outlines the original contract scope, additional change-order costs, updated project assumptions, exclusions, and payment requirements.

2. Original Scope of Work:

CSM Waterworks proposes to furnish qualified labor, supervision, consumable materials, tools, rigging, and equipment necessary to complete the installation of the following waterslides in accordance with the customer's approved drawings and specifications:

Waterslide	Total Length
Flatline Loop:	398 LF
Topspin:	548 LF
Head Rush – Slide 1:	545 LF
Head Rush – Slide 2:	545 LF
Nautilus Slide:	Per approved drawings

Included Services:

- Furnish qualified installation crews and supervision.
- Provide rigging, tools, and equipment necessary to assemble and install the waterslide components.
- Provide required rental equipment, including manlifts, telehandlers, and mobile cranes as contemplated under the original installation scope.
- Perform waterslide assembly and installation in accordance with approved customer drawings.
- Coordinate installation activities with the customer and other onsite contractors.

Original Contract Amount: $509,500.00

3. Change Order – January 2027 Re-Mobilization:

Due to the extended project delay and revised installation schedule, the following additional costs are required to restart and complete the remaining installation work.

Description	Amount
Crew re-mobilization to Fort Smith	$18,000.00
Shipping tools back to site	$6,000.00

Shipping equipment back to site	$15,000.00
Power washing and cleaning stored materials	$9,800.00
Re-inventory of materials and hardware	$7,500.00
Inspection of FRP slides, steel, and stored components	$4,000.00
Additional CSM Supervisor	$64,000.00
COLA adjustment – extended project delay	$18,815.00
Schedule acceleration – Memorial Day deadline	$50,000.00
Total Change Order	**$193,115.00**

Change Order Justifications

Crew Re-Mobilization – $18,000.00

- Covers the additional costs associated with returning CSM personnel to Fort Smith following the extended project shutdown.

Tools & Equipment Shipping – $21,000.00

- Covers the transportation and logistics associated with returning CSM tools and equipment that were previously removed from the project site.

Material Cleaning – $9,800.00

- Covers the labor, equipment, and consumables required to clean materials and components that have been stored onsite for approximately two years prior to restarting installation.

Material & Hardware Re-Inventory – $7,500.00

- Covers the labor required to inventory and verify all remaining waterslide components, steel, hardware, and associated materials before installation resumes.

FRP & Steel Inspection – $4,000.00

- Covers inspections of stored fiberglass waterslides, fabricated steel, coatings, and related components to identify damage, deterioration, missing items, or other conditions that may affect installation.

- Any necessary repairs, replacement materials, or modifications identified during these inspections are excluded and will require separate authorization.

Additional CSM Supervisor – $64,000.00

- Provides an additional CSM Supervisor and associated expenses to oversee installation crews, manage multiple work fronts, coordinate with SSi, Clarity, and other onsite contractors, and support the revised project schedule.

COLA Adjustment – $18,815.00

- Accounts for increased labor and project-related costs associated with the approximately two-year extension beyond the original anticipated installation schedule.

Schedule Acceleration – $50,000.00

- Covers additional manpower coordination, scheduling, and acceleration resources required to target completion of CSM's remaining installation scope before Memorial Day 2027.

4. Revised Contract Summary:

Description	Amount
Original Contract Amount	$509,500.00
January 2027 Change Order	$193,115.00
Revised Total Contract Value	**$702,615.00**
Applicable Taxes	Additional, if required

All previously approved payments shall be credited against the revised contract value. Any other approved change orders not identified in this proposal shall be reconciled separately.

5. Updated Bid Assumptions:

This revised proposal is based on the following assumptions:

1. CSM anticipates re-mobilizing on or about January 5, 2027, subject to written approval of the change order, receipt of the required mobilization deposit, confirmation of site readiness, and manpower availability.

2. The target completion date is 1 month prior to Memorial Day 2027, provided the project remains accessible and installation activities are not materially interrupted by circumstances outside CSM's control.
3. This project is priced as a non-prevailing-wage, non-union project. Any newly imposed prevailing-wage, union, or other labor requirements will require an adjustment.
4. CSM will be provided reasonable, continuous, and unobstructed access to its designated work areas.
5. Staging, laydown, and pre-assembly areas will be reasonably located near the installation site and suitable for the required equipment and installation activities.
6. All owner/customer-supplied materials, parts, and hardware will be available, complete, properly identified, and suitable for installation.
7. Materials supplied by the customer will not require additional finishing, modifications, or repairs beyond the agreed scope.
8. SSi, Clarity, and other contractors will coordinate their work with CSM to avoid material interference with CSM's installation schedule, access, and productivity.
9. The additional Supervisor will assist in coordinating multiple crews and work areas but does not make CSM responsible for directing or supervising other contractors.
10. The project schedule assumes the required foundations, structures, access routes, and preceding work by other contractors are completed and ready for CSM's installation activities.

6. General Terms & Conditions:

Project Delays & Restricted Access

Any delays caused by restricted access, unavailable work areas, late material deliveries, incomplete preceding work, or other conditions outside CSM's control that materially affect installation productivity or duration shall entitle CSM to request additional compensation and appropriate schedule extensions through a change order.

Coordination With Other Trades

This proposal assumes reasonable coordination between all parties. Significant stacking of trades, repeated movement of materials or equipment, restricted work areas, or interruptions caused by other contractors are not included in the revised pricing.

Winter Weather Conditions

The revised schedule includes work during the winter months. Significant delays or additional costs resulting from snow, ice, freezing conditions, severe weather, unsafe working conditions, or weather-related site shutdowns are excluded from the fixed change-order amount and will be addressed separately.

Stored Materials & Existing Conditions

CSM's responsibility for stored materials is limited to the agreed inspection, cleaning, inventory, and installation scope.

Any missing, damaged, deteriorated, defective, or nonconforming components discovered during inspection or installation shall be documented and addressed separately before affected installation activities proceed.

Schedule Acceleration

Additional overtime, manpower, supervision, equipment, or schedule acceleration required because of owner-directed changes or delays outside CSM's control shall be subject to additional compensation.

Equipment & Travel Extensions

Additional equipment rentals, transportation, lodging, per diem, and travel expenses resulting from delays or schedule extensions outside CSM's control are excluded from this proposal.

Change Order Authorization

Additional work or costs outside the agreed scope shall be documented and submitted for written authorization before proceeding, except where immediate action is required to address a safety concern.

7. Exclusions

Unless specifically included elsewhere in this proposal, the following are excluded:

1. Fabrication of additional steel or fiberglass components.
2. Supply of installation hardware.
3. Epoxy, epoxy anchors, and associated materials.
4. Concrete foundations, pads, decks, and related concrete work.

5. Paint touch-ups, coating repairs, or refinishing of existing steel towers, slide supports, and structural components.
6. Special inspections, third-party testing, and engineering certifications.
7. Site and offsite maintenance, portable toilets, and site security.
8. Electrical, instrumentation, pneumatic, piping, and grouting work.
9. Modifications or corrective work required by DOSH or other regulatory inspections.
10. Replacement of missing, damaged, or deteriorated owner-supplied materials.
11. Repairs to FRP slides, fabricated steel, or components damaged during the extended storage period.
12. Additional equipment mobilizations or rental extensions caused by owner or third-party delays.
13. Winter weather shutdowns and resulting additional costs.
14. Delays, standby time, or productivity impacts caused by other trades.
15. Additional work not specifically identified in the original contract or approved change order.

8. Cost & Terms of Payment:

Original Contract: $509,500.00

January 2027 Change Order: $193,115.00

Revised Contract Total: $702,615.00 plus applicable taxes

Additional Mobilization Deposit

Upon mutual agreement and written approval of the revised contract and change order, CSM will require an additional mobilization deposit equal to **20% of the revised contract value** prior to re-mobilizing crews, tools, and equipment to the project site.

Based on the revised contract total of $702,615.00, the additional deposit would be **$140,523.00**.

This deposit shall be credited against amounts due under the revised contract and shall not increase the total contract value.

CSM will not be required to commit or reallocate manpower, arrange equipment shipments, or confirm a firm mobilization date until the revised agreement is executed and the required deposit has been received.

Remaining payments shall be made in accordance with the mutually agreed payment schedule and approved contract terms.

9. Proposal Acceptance:

This revised proposal and change order are subject to written acceptance by the authorized representatives of CSM Waterworks, Inc. and the City of Fort Smith.

CSM Waterworks, Inc.

Authorized Representative: _____

Signature: _____

Date: _____

City of Fort Smith

Authorized Representative: _____

Signature: _____

Date: _____

Please contact me if I can answer any additional questions. We would appreciate your business, and I look forward to working with you on this project.

Casey Gardener
President
Office: (213) 748-7321
Mobile: (213) 792-3756
Email: casey@csmworks.com

WHITEWATER
EST. 1980

CHANGE ORDER

NUMBER: 01 R1

To: City of Fort Smith, Arkansas	**Date:**	August 27, 2026
623 Garrison Avenue	**Project No:**	44855
Fort Smith, AR 72901 USA	**Project Name:**	Parrot Island Expansion
ATTN: Jeff Dingman, ICMA-CM	**Existing Contract No:**	
Phone: +1 479 784 2201	**Date of Contract:**	September 23, 2024

We hereby agree to make the change(s) specified below:

No.	Items	USD	Notes
1	Install Advisory - 7 days	$0.00	7 additional Install Advisory days @ $0.00 USD/day totaling $0.00 USD
2	Install Advisory – 14 days	$20,300.00	14 additional Install Advisory days @ $1,450.00 USD/day totaling $20,300.00 USD NB: Additional re-mobilization costs (including but not limited to: flights, lodging/hotel, per diems, gas, rental car etc.) To be billed after costs are known, post mobilization.
3			
	Total	**$20,300.00 USD**	

The Install Advisory Services described above are based on a total of three (3) consecutive weeks, consisting of twenty-one (21) continuous calendar days based on a seven (7) day work week, commencing upon mobilization of WhiteWater's Installation Advisor. The duration assumes that the work proceeds in a continuous manner and is not subject to delays, interruptions, site access restrictions, readiness issues, or other events beyond WhiteWater's reasonable control. Any extension of the advisory period resulting from such delays or interruptions shall be considered additional services and shall be compensated by the Owner at WhiteWater's applicable rates.

The Change Order amount:
$20,300.00 USD will be added to the contract and will be billed separately under Change Order #001 R1.

Revision of Final 15% payment terms, as follows:

The remaining final payment under the contract will be split into two equal parts:
7.5% of the Contract Price due when the Change Order 01, R1 is signed / invoice is received.
7.5% of the Contract Price due after commissioning, once the Certificate of Commissioning is issued.

All other Contract terms and conditions shall remain unchanged and in full force and effect.

This Change also incorporates a Delay to Schedule as follows: -

Note: This Change Order conforms and becomes part of the existing contract. We hereby make the change(s) above at this price:	**Change Order 01 R1:**	**$ 20,300.00 USD**
Authorizing Signature (WWI):	**Original Contract Value:**	**$ 2,694,653.00 USD**
Name: Christine Malabanan **Date:**	**Revised Contract Value:**	**$2,714,953.00 USD** **+ Applicable taxes**

ACCEPTED – The above pricing and specifications are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise noted.

Date of Acceptance

Authorizing Signature (Owner or Owner Rep)

Name (Print)

Vancouver Head Office
180 - 6651 Fraserwood Place
Richmond, BC - V6W 1J3
Canada

+1 604 273 1068
hello@whitewaterwest.com
whitewaterwest.com

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: November 5, 2026

SUBJECT: Revised Five-Year Capital Improvement Plan (2026-2030)
Streets, Bridges and Associated Drainage Sales Tax Funds

SUMMARY

Attached is the revised Capital Improvement Plan (CIP) and project detail for streets, bridges, and associated drainage programs. Revisions were made based on comments from the Board of Directors during the October 27, 2026, study session. A Ten-Year Plan- extended plan is shown as some existing projects have shifted beyond the typical Five-Year plan schedule. These programs were originally funded by the one-cent sales tax, which was reallocated to a 5/8 cent sales tax by voter approval in the 2025 special election. Project determination is based on several factors, including input from the Board of Directors, citizen input, pavement ratings of streets, interdepartmental requests, and economic development.

The proposed plan includes funding for the development of an updated Master Street Plan (last updated in 2005), a new pavement rating study, a combination of neighborhood street improvements, major street projects, drainage improvements, and traffic signal/intersection improvements. Work on the Master Street Plan is expected to be completed by the third quarter 2027. The proposed plan also accommodates in-house performance of neighborhood overlay projects with a city-operated crew through the Public Works Department, a memo detailing that proposal is attached.

The attached spreadsheet outlines the anticipated revenues and expenditures for the various projects.

ATTACHMENTS

1. CIP Streets Bridges and Associated Drainage.pdf
2. CIP Detail Streets Bridges and Associated Drainage.pdf
3. 20261028 Memo-Proposed Overlay Program.pdf

CITY OF FORT SMITH

Five-Year Capital Improvement Program for Streets, Bridges and Drainage (2027-2031)

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Beginning Balance	**54,665,871**	**64,023,440**	**46,978,319**	**22,271,184**	**18,786,304**	**20,651,987**	**22,911,891**	**25,059,498**	**27,998,561**	**36,032,909**	**43,841,448**
Current Year Sales Tax Revenue (5/8%)[1]	18,845,789	19,590,158	19,981,961	20,381,601	20,789,233	21,205,017	21,629,118	22,061,700	22,502,934	22,952,993	23,412,052
Total Funds Available	**73,511,660**	**83,613,598**	**66,960,280**	**42,652,785**	**39,575,537**	**41,857,004**	**44,541,009**	**47,121,198**	**50,501,495**	**58,985,902**	**67,253,500**
Roadway Infrastructure											
1.1 Street Overlays/Reconstruction & Rail Road Panels	4,762,143	7,950,000	7,905,550	7,105,350	6,765,200	5,900,000	2,100,000	0	0	0	0
1.2 Intersection and Signal Improvements	36,000	6,085,000	4,090,000	0	0	0	0	0	0	0	0
1.3 New Construction (Roadway)	85,000	1,100,000	6,925,000	825,000	0	500,000	5,000,000	6,500,000	0	0	0
1.4 Miscellaneous (Roadway)	217,000	417,000	3,837,500	0	0	400,000	0	0	1,600,000	2,000,000	0
Roadway System Subtotal	**5,100,143**	**15,552,000**	**22,758,050**	**7,930,350**	**6,765,200**	**6,800,000**	**7,100,000**	**6,500,000**	**1,600,000**	**2,000,000**	**0**
Drainage and Stormwater											
2.1 Neighborhood Drainage Improvements	176,130	1,540,136	7,307,678	4,200,000	220,000	0	0	0	0	0	0
2.2 Levee/Bank Stabilization	0	2,600,000	0	0	0	0	0	0	0	0	0
2.3 Flooded Residence Buyout Program	264,149	0	0	0	0	0	0	0	0	0	0
2.4 Storm System Improvement Program	0	50,000	100,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	150,000
2.5 Miscellaneous (Drainage)	253,258	3,500,000	0	0	0	0	0	0	0	0	0
Drainage System Subtotal	**693,537**	**7,690,136**	**7,407,678**	**4,400,000**	**420,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**150,000**
Operations & Program Support											
3.1 Departmental Distribution of Appropriations	3,007,291	12,842,943	14,148,168	11,360,931	11,588,150	11,819,913	12,056,311	12,297,437	12,543,386	12,794,254	13,050,140
3.2 Engineering Department Operations	687,249	550,200	375,200	175,200	150,200	125,200	125,200	125,200	125,200	150,200	125,200
Operations Subtotal	**3,694,540**	**13,393,143**	**14,523,368**	**11,536,131**	**11,738,350**	**11,945,113**	**12,181,511**	**12,422,637**	**12,668,586**	**12,944,454**	**13,175,340**
Total Expenditures	**9,488,220**	**36,635,279**	**44,689,096**	**23,866,481**	**18,923,550**	**18,945,113**	**19,481,511**	**19,122,637**	**14,468,586**	**15,144,454**	**13,325,340**
Ending Balance	**64,023,440**	**46,978,319**	**22,271,184**	**18,786,304**	**20,651,987**	**22,911,891**	**25,059,498**	**27,998,561**	**36,032,909**	**43,841,448**	**53,928,160**

Note 1. Assumes sales tax revenue increases at a rate of 2% increase starting in 2028.

Description	Project #	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
1.1 Street Overlays/Reconstruction & Rail Road Panels												
2023 - Street Overlays and Reconstructions	-	0	2,200,000	0	0	0	0	0	0	0	0	0
2024 - Street Overlays and Reconstructions	-	2,918,643	5,145,000	0	0	1,500,000	2,300,000	1,000,000	0	0	0	0
2025 - Street Overlays and Reconstructions	-	533,500	0	4,905,550	5,855,350	5,265,200	3,600,000	1,100,000	0	0	0	0
2026 - Street Overlays and Reconstructions[1]	-	0	0	0	0	0	0	0	0	0	0	0
2027 - Street Overlays and Reconstructions[2]	-	0	100,000	2,000,000	1,250,000	0	0	0	0	0	0	0
Ebbing Traffic Infrastructure Enhancements	27-01-A (Proposed Number)	0	505,000	1,000,000	0	0	0	0	0	0	0	0
South 91st Street Reconstruction	24-02-A	1,310,000	0	0	0	0	0	0	0	0	0	0
Future Overlay, Reconstruction, RR Projects (2025 - 2030)[2]	2026-2031	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	**4,762,143**	**7,950,000**	**7,905,550**	**7,105,350**	**6,765,200**	**5,900,000**	**2,100,000**	**0**	**0**	**0**	**0**
1.2 Intersection and Signal Improvements												
2024 Intersection and Signal Improvements	-	36,000	2,035,000	490,000	0	0	0	0	0	0	0	0
2025 Intersection and Signal Improvements		0	875,000	0	0	0	0	0	0	0	0	0
5th St. & Garrison Ave. Signal Improvements	-	0	100,000	0	0	0	0	0	0	0	0	0
Century Drive and Old Greenwood Road Intersection Improvements	-	0	3,000,000	3,000,000	0	0	0	0	0	0	0	0
Traffic Signal Installation at Phoenix and 62nd Street	-	0	0	600,000	0	0	0	0	0	0	0	0
Cliff Drive and Leigh Avenue Intersection Improvements (Study)	-	0	75,000	0	0	0	0	0	0	0	0	0
	Subtotal	**36,000**	**6,085,000**	**4,090,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Description	Project #	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
1.3 New Construction (Roadway)												
Spradling Avenue Extension	23-00-A	35,000	0	1,925,000	825,000	0	0	0	0	0	0	0
Massard Road Widening To I-49	23-01-A	50,000	0	0	0	0	500,000	5,000,000	6,500,000	0	0	0
Chad Colley Road Widening (Design) (Roberts Blvd. to County Line Near Rye Hill Road South)	26-01-A	0	500,000	0	0	0	0	0	0	0	0	0
Jenny Lind Streetscape (Independence to Phoenix)	-	0	600,000	4,750,000	0	0	0	0	0	0	0	0
Riverfront Extension (Study)		0	0	250,000	0	0	0	0	0	0	0	0
	Subtotal	**85,000**	**1,100,000**	**6,925,000**	**825,000**	**0**	**500,000**	**5,000,000**	**6,500,000**	**0**	**0**	**0**
1.4 Miscellaneous (Roadway)												
Towson Avenue Rehabilitation - ArDOT Cost Share Project. City share is $2.0 mil.	20-02-A	0	0	0	0	0	0	0	0	1,600,000	2,000,000	0
Hwy 45 widening - Zero St to Hwy 71 - ArDOT Cost Share Project	17-01-B	0	0	3,337,500	0	0	0	0	0	0	0	0
Airport Blvd Extension / Realignment	-	0	250,000	500,000	0	0	0	0	0	0	0	0
Rogers Ave. Lighting & Electrical Relocation		0	0	0	0	0	400,000	0	0	0	0	0
2026 - Master Street Plan	26-12-A	150,000	100,000	0	0	0	0	0	0	0	0	0
2026 - Street, Sidewalk, and Sign Inventory & Rating	26-12-B	67,000	67,000	0	0	0	0	0	0	0	0	0
	Subtotal	**217,000**	**417,000**	**3,837,500**	**0**	**0**	**400,000**	**0**	**0**	**1,600,000**	**2,000,000**	**0**

Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total (Roadway Infrastructure)	**5,100,143**	**15,552,000**	**22,758,050**	**7,930,350**	**6,765,200**	**6,800,000**	**7,100,000**	**6,500,000**	**1,600,000**	**2,000,000**	**0**

Note 1. No new work was added in 2026.
Note 2. Future projects in this category have been removed due to help facilitate the establishment and maintenance of up to two roadway paving crews.

Description	Project #	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
2.1 Neighborhood Drainage Improvements												
Previous Neighborhood Drainage Projects	-	176,130	1,340,136	4,307,678	4,200,000	220,000	0	0	0	0	0	0
2027 - Drainage Improvements, Phase A	27-06-A	0	100,000	1,500,000	0	0	0	0	0	0	0	0
2027 - Drainage Improvements, Phase B	27-06-B	0	100,000	1,500,000	0	0	0	0	0	0	0	0
	Subtotal	**176,130**	**1,540,136**	**7,307,678**	**4,200,000**	**220,000**	**0**	**0**	**0**	**0**	**0**	**0**
2.2 Levee/Bank Stabilization												
River Bank Stabilization at Levee - 1600 feet of rip rap adjacent to levee	20-06-A	0	2,600,000	0	0	0	0	0	0	0	0	0
	Subtotal	**0**	**2,600,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
2.3 Flooded Residence Buyout Program												
Purchase of 1 property	22-90-A	264,149	0	0	0	0	0	0	0	0	0	0
Annual amount for Flooded Residence Buyout Program	22-90-A	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	**264,149**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Description	Project #	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
2.4 Storm System Improvement Program												
May Branch Basin	-	0	50,000	50,000	100,000	0	0	0	0	0	0	0
Mill Creek Basin	-	0	0	50,000	50,000	100,000	0	0	0	0	0	0
Massard Creek Basin Survey	-	0	0	0	50,000	50,000	100,000	0	0	0	0	0
Sunnymede Basin	-	0	0	0	0	50,000	50,000	100,000	0	0	0	0
Little Massard Basin	-	0	0	0	0	0	50,000	50,000	100,000	0	0	0
No Name Creek Basin	-	0	0	0	0	0	0	50,000	50,000	100,000	0	0
Spivey Creek Basin	-	0	0	0	0	0	0	0	50,000	50,000	100,000	0
Oak Park Basin	-	0	0	0	0	0	0	0	0	50,000	50,000	100,000
Little Vache Grasse Basin	-	0	0	0	0	0	0	0	0	0	50,000	50,000
	Subtotal	**0**	**50,000**	**100,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**150,000**
2.5 Miscellaneous (Drainage)												
ACME Master Plan		253,258	0	0	0	0	0	0	0	0	0	0
Meandering Way Bridge Replacement	23-06-D	0	3,500,000	0	0	0	0	0	0	0	0	0
	Subtotal	**253,258**	**3,500,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total (Drainage and Stormwater)	**693,537**	**7,690,136**	**7,407,678**	**4,400,000**	**420,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**150,000**

Operations & Program Support

Description	Project #	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
3.1 Departmental Distribution of Appropriations												
Indirect and Operating Costs[1,2]	-	3,007,291	3,514,963	3,581,304	3,652,930	3,725,989	3,800,509	3,876,519	3,954,049	4,033,130	4,113,793	4,196,069
Public Works (Materials)[1]	-	0	5,400,000	5,535,000	5,645,700	5,758,614	5,873,786	5,991,262	6,111,087	6,233,309	6,357,975	6,485,135
Public Works (Vehicles & Equipment)	-	0	2,713,000	3,010,000	0	0	0	0	0	0	0	0
Public Works (Operations)[1]	-	0	1,214,980	2,021,864	2,062,301	2,103,547	2,145,618	2,188,530	2,232,301	2,276,947	2,322,486	2,368,936
	Subtotal	**3,007,291**	**12,842,943**	**14,148,168**	**11,360,931**	**11,588,150**	**11,819,913**	**12,056,311**	**12,297,437**	**12,543,386**	**12,794,254**	**13,050,140**
3.2 Engineering Department Operations												
Engineering Department Operations		587,249	450,200	275,200	75,200	50,200	25,200	25,200	25,200	25,200	50,200	25,200
Contingency	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
	Subtotal	**687,249**	**550,200**	**375,200**	**175,200**	**150,200**	**125,200**	**125,200**	**125,200**	**125,200**	**150,200**	**125,200**

Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total (Operations & Program Support)	**3,694,540**	**13,393,143**	**14,523,368**	**11,536,131**	**11,738,350**	**11,945,113**	**12,181,511**	**12,422,637**	**12,668,586**	**12,944,454**	**13,175,340**

Note 1. Assuming a 2% increase starting from 2029 and beyond.
Note 2. Indirect and operating costs represent an allocation of General Fund general and administrative expenditures attributable to Policy & Administrative Services, Management Services, and Development Services.

City of Fort Smith Engineering

Capital Improvement Plan, 2027-2031
Streets, Bridges, & Associated Drainage Improvements

	2027	2028	2029	2030	2031
BEGINNING BALANCE	64,023,440	46,978,319	22,271,184	18,786,304	20,651,987
Current Year Sales Tax Revenue (5/8%)[1]	19,590,158	19,981,961	20,381,601	20,789,233	21,205,017
Total Funds Available	**83,613,598**	**66,960,280**	**42,652,785**	**39,575,537**	**41,857,004**
Projects					
1.1 - Street Overlays/Reconstruction & Rail Road Panels	7,950,000	7,905,550	7,105,350	6,765,200	5,900,000
1.2 - Intersection and Signal Improvements	6,085,000	4,090,000	-	-	-
1.3 - New Construction (Roadway)	1,100,000	6,925,000	825,000	-	500,000
1.4 - Miscellaneous (Roadway)	417,000	3,837,500	-	-	400,000
2.1 - Neighborhood Drainage Improvements	1,540,136	7,307,678	4,200,000	220,000	-
2.2 - Levee/Bank Stabilization	2,600,000	-	-	-	-
2.3 - Flooded Residence Buyout Program	-	-	-	-	-
2.4 - Storm System Improvement Program	50,000	100,000	200,000	200,000	200,000
2.5 - Miscellaneous (Drainage)	3,500,000	-	-	-	-
3.1 - Departmental Distribution of Appropriations	12,842,943	14,148,168	11,360,931	11,588,150	11,819,913
3.2 - Engineering Department Operations	550,200	375,200	175,200	150,200	125,200
TOTAL EXPENDITURES	**36,635,279**	**44,689,096**	**23,866,481**	**18,923,550**	**18,945,113**
Ending Balance	**46,978,319**	**22,271,184**	**18,786,304**	**20,651,987**	**22,911,891**

Note 1. Assumes sales tax revenue increases at a rate of 2% increase starting in 2028.

City of Fort Smith Engineering Department
Capital Improvement Plan 2027- 2031

Project Title: 1.1 - Street Overlays/Reconstruction & Rail Road Panels **Project Number:** N/A

Category:

- [x] Capital Improvements Project

Type:

- [x] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [ ] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [x] Not Started
- [x] Preliminary Design
- [x] Final Design
- [x] Under Construction

Location:

Various locations within the City of Fort Smith

Scope of Work:

These projects encompass asphalt street overlays, localized base course reconstruction, and targeted drainage enhancements. Design and construction activities for street improvements under the 2023–2027 Capital Improvement Program (CIP) cycles remain ongoing.

2027 Project Scope
Reflecting budget constraints and the establishment of a dedicated Paving Division within Public Works, the Engineering Department is adding a single new project for FY 2027. This initiative will address critical pavement and drainage deficiencies at the following locations:

South 71st Street, South 72nd Street, and South R Street: Addresses severe pavement degradation in areas designated as "lost" during the 2026 Condition Assessment.

North 31st Street (from North S Street to Division Street): This project will resolve inadequate storm drainage infrastructure to prevent ongoing water-induced roadway damage and safeguard adjacent asset conditions.

Map/Photo:

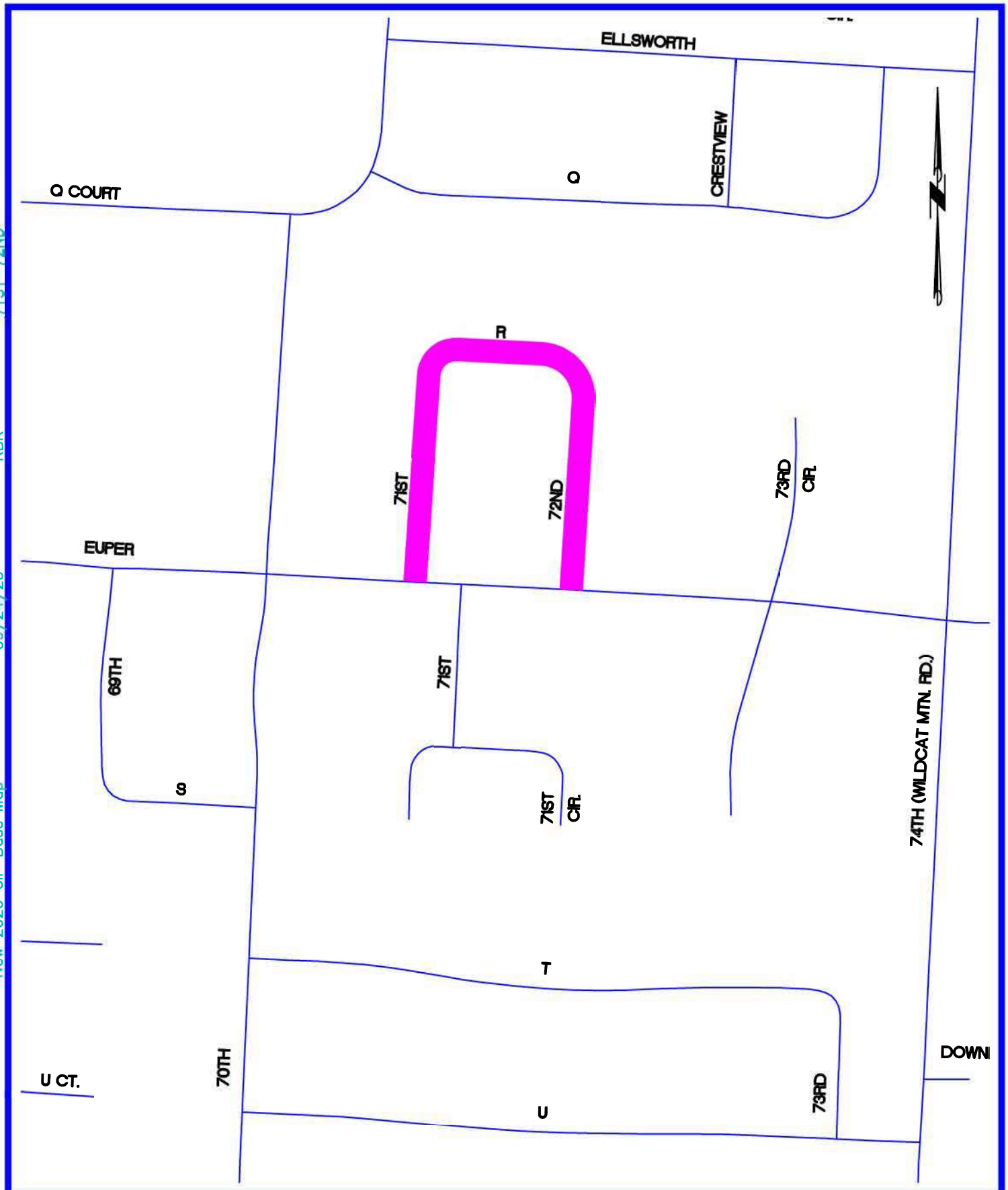
See attached list & location exhibits

Cost Summary

Category		2027	2028	2029	2030	2031	Total
2023 Street Overlays/Reconstruction	-	$ 2,200,000	$ -	$ -	$ -	$ -	$2,200,000
2024 Street Overlays/Reconstruction	-	$ 5,145,000	$ -	$ -	$ 1,500,000	$ 2,300,000	$8,945,000
2025 Street Overlays/Reconstruction	-	$ -	$ 4,905,550	$ 5,855,350	$ 5,265,200	$ 3,600,000	$19,626,100
2026 Street Overlays/Reconstruction	-	$ -	$ -	$ -	$ -	$ -	$0
2027 Street Overlays/Reconstruction	-	$ 100,000	$ 2,000,000	$ 1,250,000	$ -	$ -	$3,350,000
Ebbing Traffic Infrastructure Enhancement	25-01-A	$ 505,000	$ 1,000,000	$ -	$ -	$ -	$1,505,000
South 91st Street Reconstruction	24-02-A	$ -	$ -	$ -	$ -	$ -	$0
Street Overlays/Reconst. (2025-2030)	2026-2031	$ -	$ -	$ -	$ -	$ -	$0
Total	**$ -**	**$ 7,950,000**	**$ 7,905,550**	**$ 7,105,350**	**$ 6,765,200**	**$ 5,900,000**	**$35,626,100**

Section 1.1 - Street Overlays/Reconstruction & Railroad Panels

PROJECT EXHIBIT	PROJECT NUMBER	NOTES
2027 – Street Overlays and Reconstructions	**—**	
2027 – Street Overlays/Reconstruction, Phase A	27-03-A (Proposed Project Number)	Exhibit Attached
Other Street Overlays and Reconstructions	**—**	
Ebbing Traffic Infrastructure Enhancements	25-01-A	Exhibit Attached
South 91st Street Reconstruction	24-02-A	Exhibit Attached
Future Overlay, Reconstruction, RPR Program (2026–2031)	**2026–2031**	**N/A**



2027 CIP PROGRAM

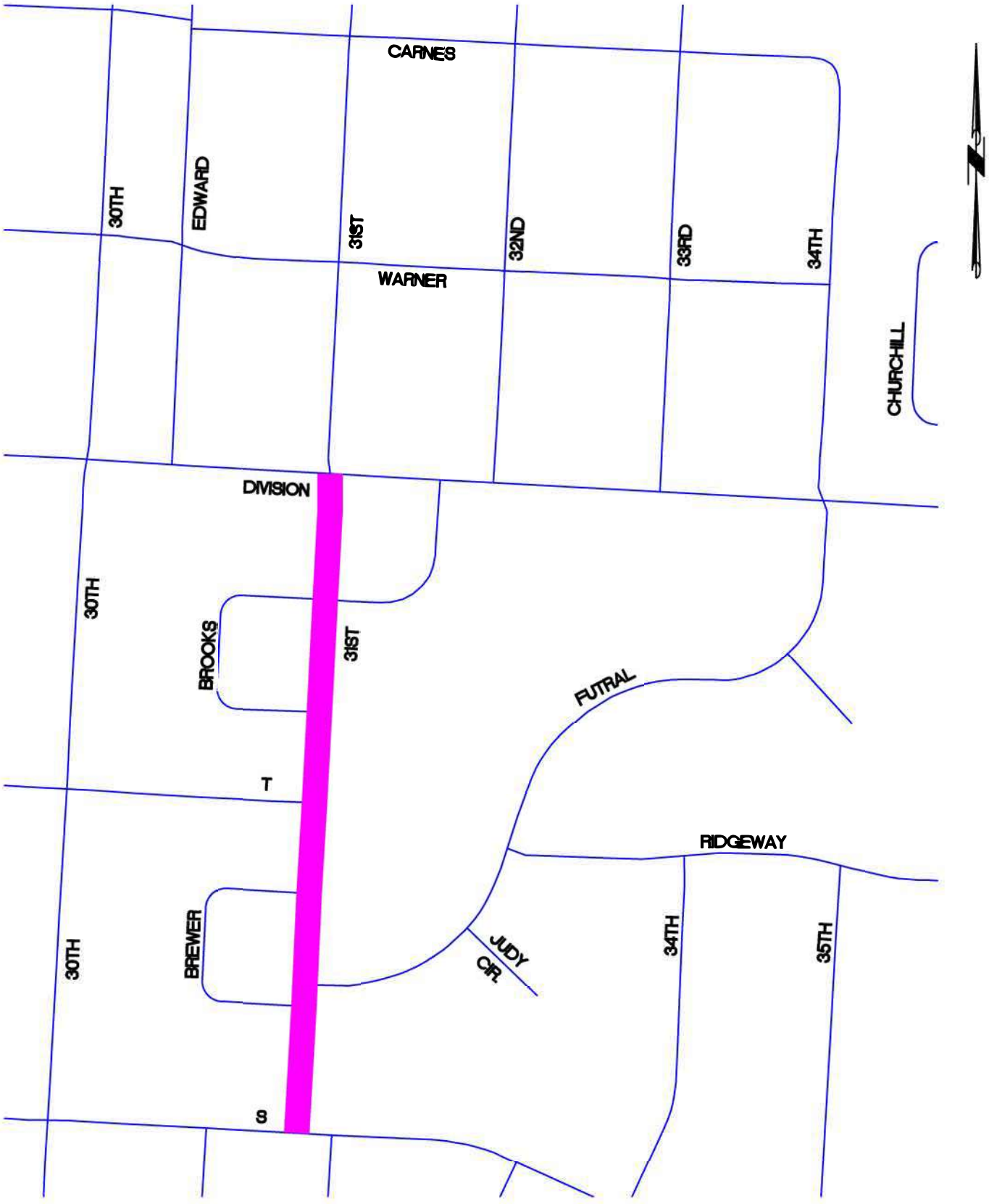
STREET IMPROVEMENTS

FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	Prop. 2027
Date:	SEPT. 2026
Scale:	NONE
Drawn By:	RBR

71ST-72ND RBR 09/24/26 New 2026 CIP Base Map C:\CFS



2027 CIP PROGRAM

STREET IMPROVEMENTS

FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	Prop. 2027
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

31ST RBR 09/24/26 New 2026 CIP Base Map C:\CFS

City of Fort Smith Engineering Department
Capital Improvement Plan 2027- 2031

Project Title: 1.2 - Intersection and Signal Improvements **Project Number:** N/A

Category:

- [x] Capital Improvements Project

Type:

- [ ] Street Overlays
- [x] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [ ] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [x] Not Started
- [ ] Preliminary Design
- [x] Final Design
- [ ] Under Construction

Location:

Jenny Lind with Fresno & Dallas

Map/Photo:

See Attached Location Exhibits

Scope of Work:

Three projects identified in 2024 and 2025 are expected to begin construction in 2027. See attached exhibits.

Intersection Improvements at North 5th Street & Garrison Avenue proposes a new protected turn signals for north and south directions on to 5th Street from Garrison Avenue.

Proposed work at Century Drive and Old Greenwood would realign and improve the offset intersection of Old Greenwood Road, Century Drive, and Savannah Street to improve safety and access.

Proposed work at South S Street and Rogers Avenue would correct a severely skewed intersection to improve access and safety. Skewed intersections are intersections where roads meet at angles that are 15 degrees or more from perpendicular. These intersections tend to have poor sightlines, longer crossing distances, increased severity of crashes, driver confusion, etc.

Proposed traffic signal installation at Phoenix Avenue and South 62nd Street would install a traffic signal at 62nd Street and Phoenix to increase safety pedestrian and vehicular traffic.

The Cliff Drive and Leigh Avenue Intersection Study will evaluate existing intersection conditions and identify potential improvements to enhance intersection safety and operations.

Cost Summary

Category	2027	2028	2029	2030	2031	Total
2024 Intersection and Signal Improvements	$ 2,035,000	$ 490,000	$ -	$ -	$ -	$ 2,525,000
2025 Intersection and Signal Improvements	$ 875,000	$ -	$ -	$ -	$ -	$ 875,000
5th St. & Garrison Ave. Signal Improvements	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Century Dr. and Old Greenwood Rd. Intersection Improvements	$ 3,000,000	$ 3,000,000	$ -	$ -	$ -	$ 6,000,000
Traffic Signal Installation at Phoenix and 62nd Street	$ -	$ 600,000	$ -	$ -	$ -	$ 600,000
Cliff Drive and Leigh Avenue Intersection Improvements (Study)	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
Total	**$ 6,085,000**	**$ 4,090,000**	**$ -**	**$ -**	**$ -**	**$ 10,175,000**

Section 1.2 - Intersection and Signal Improvements

PROJECT EXHIBIT	PROJECT NUMBER	NOTES
2024 Intersection and Signal Improvements	—	
Traffic Signal Improvements, Phase A	24-09-A	Exhibit Attached
Traffic Signal Improvements, Phase C (6th Street & Wheeler Modification)	24-09-C	Exhibit Attached
2025 Intersection and Signal Improvements	—	
Traffic Signal Improvements, Phase A	25-09-A	Exhibit Attached
2027 Intersection and Signal Improvements		
5th St. & Garrison Ave. Signal Improvements	—	Exhibit Attached
Century Drive and Old Greenwood Road Intersection Improvements	—	Exhibit Attached
Traffic Signal Installation at Phoenix and 62nd Street	—	Exhibit Attached
Cliff Drive and Leigh Avenue Intersection	—	Exhibit Attached



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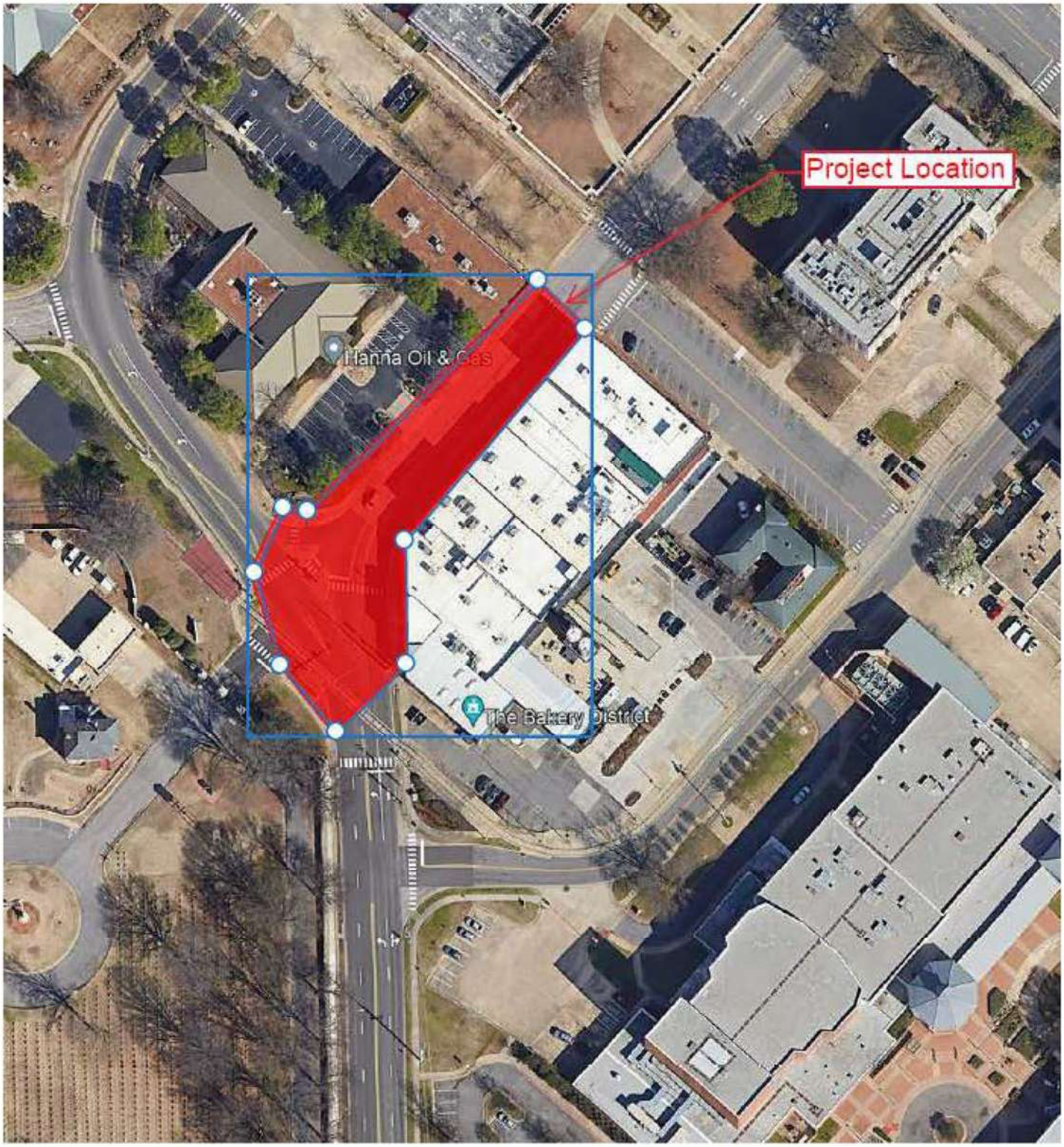
2024 CAPITAL IMPROVEMENTS PROGRAM
SIGNAL IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	24-09-A
Date:	
Scale:	NONE
Drawn By:	RBR



5TH-GARRISON SIGNAL
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New 2026 CIP Base Map.dwg
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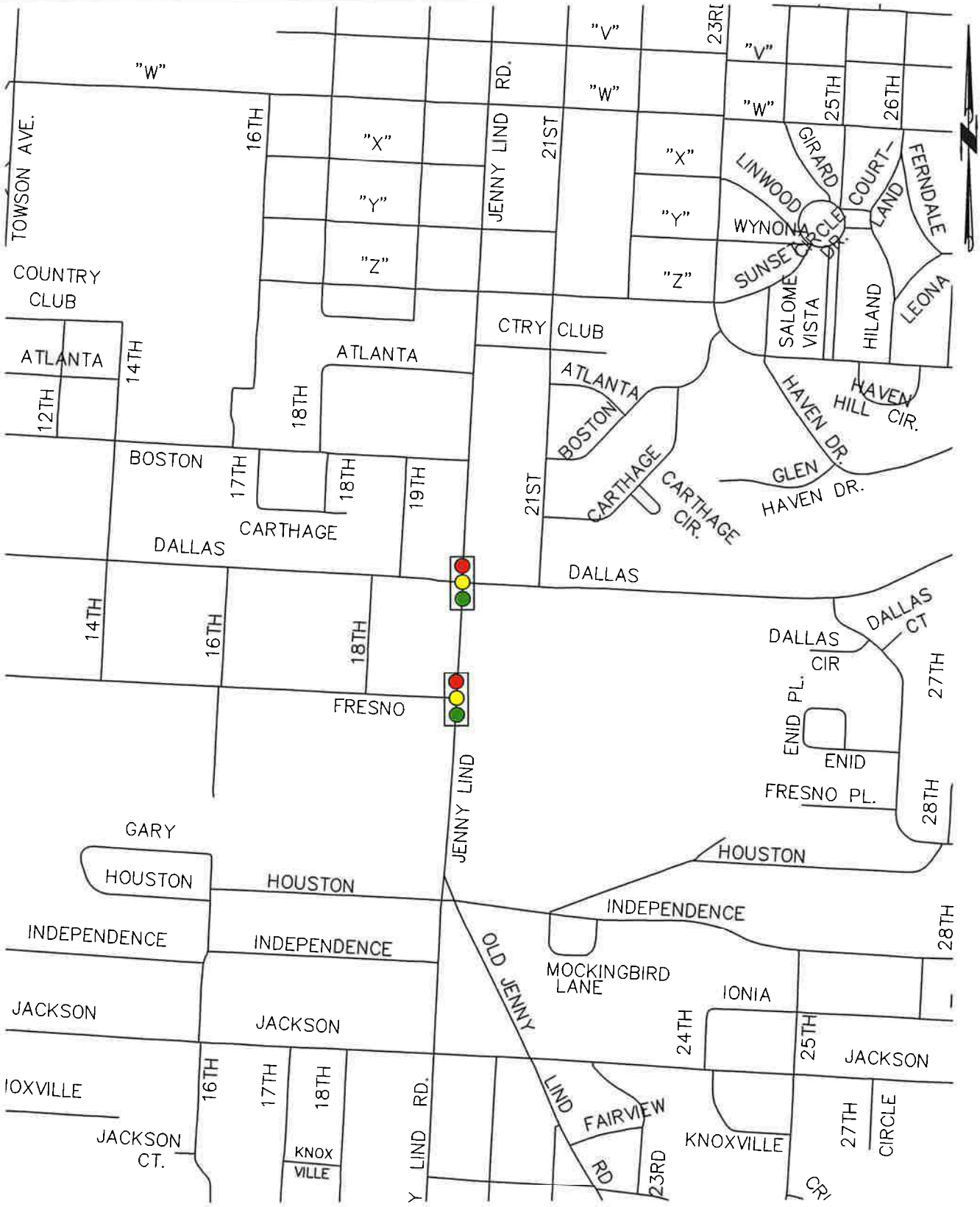
2027 CIP PROGRAM
SIGNAL IMPROVEMENTS
5TH ST AND GARRISON AVE
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	24-09-C
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR



2025 CAPITAL IMPROVEMENTS PROGRAM
SIGNAL IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	25-09-A
Date:	OCT 2024
Scale:	NONE
Drawn By:	RBR

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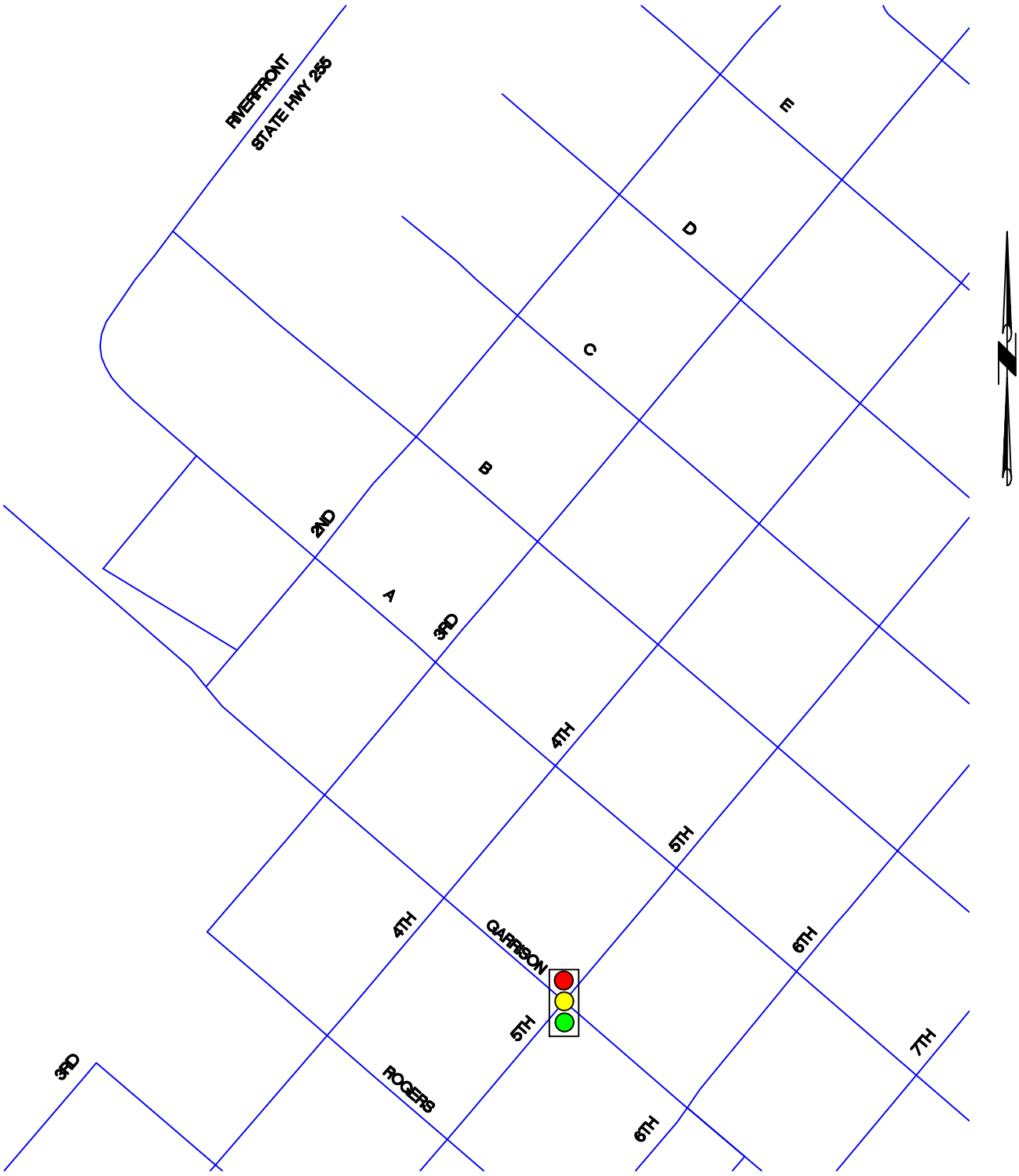

2027 CIP PROGRAM
SIGNAL IMPROVEMENTS
5TH ST AND GARRISON AVE
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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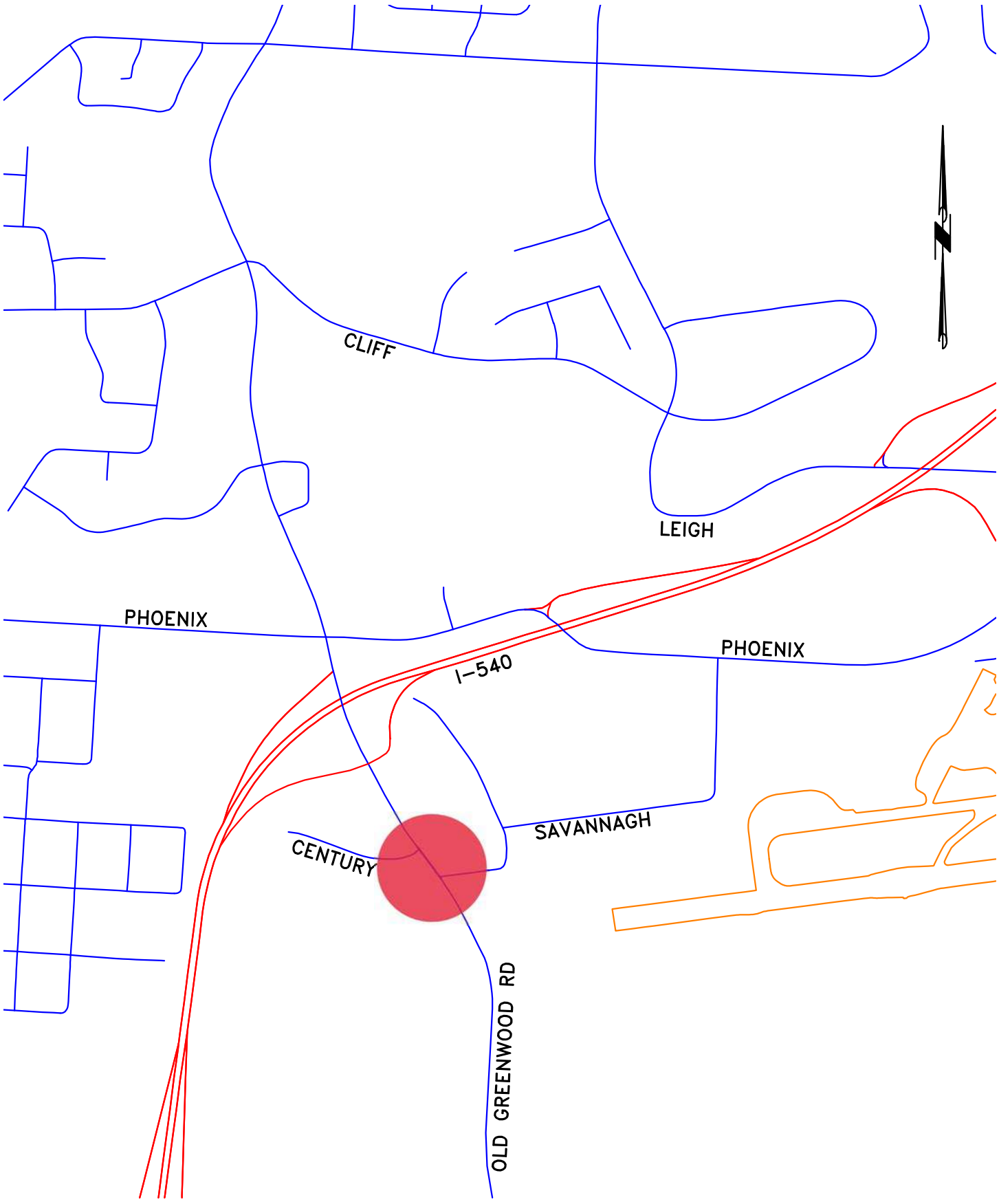

2027 CIP PROGRAM
INTERSECTION IMPROVEMENTS
CENTURY DRIVE AND OLD GREENWOOD RD
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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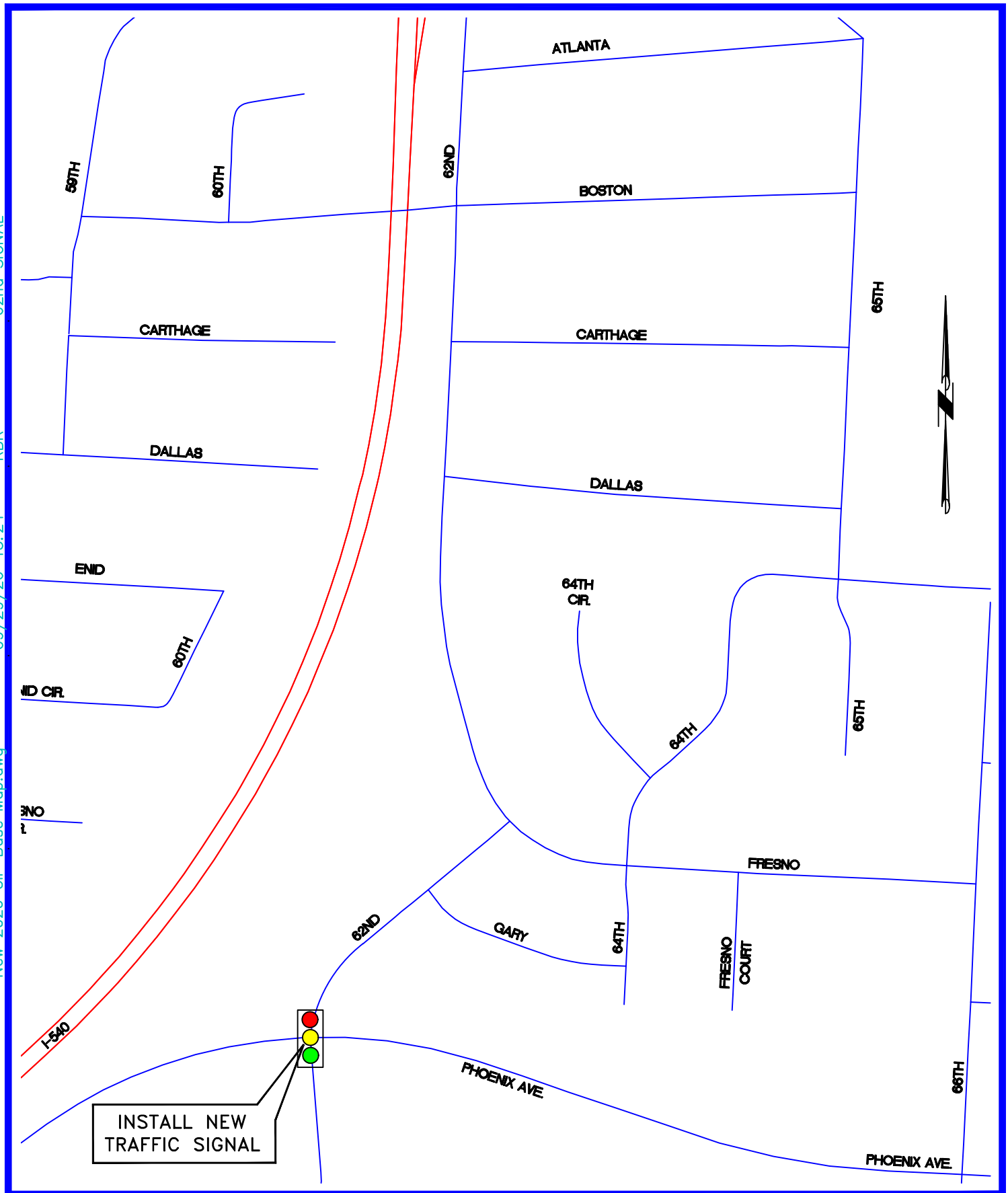

2027 CIP PROGRAM
SIGNAL IMPROVEMENTS
PHOENIX AVE AND 62ND ST
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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New 2026 CIP Base Map.dwg
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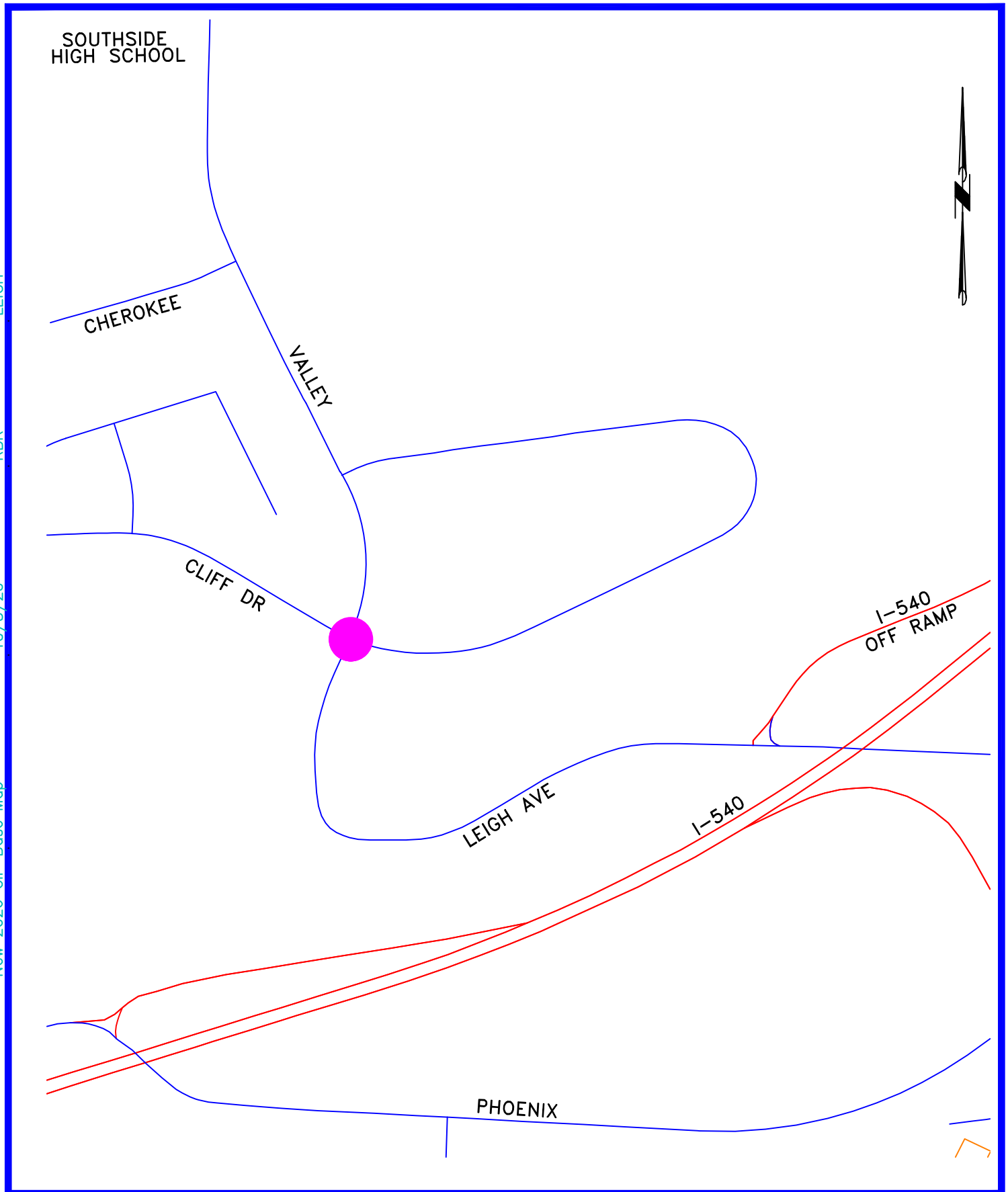

LEIGH
RBR
10/3/26
New 2026 CIP Base Map
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2027 CIP PROGRAM
INTERSECTION IMPROVEMENTS
LEIGH AVENUE INTERSECTION
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	NOV. 2026
Scale:	NONE
Drawn By:	RBR

City of Fort Smith Engineering Department
Capital Improvement Plan 2027- 2031

Project Title: 1.3 - New Construction (Roadway) **Project Number:** N/A

Category:
- [x] Capital Improvements Project

Type:
- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [x] New Construction
- [ ] Drainage Improvements
- [ ] Other

Funding:
- [x] 5/8% Sales Tax

If Other:

Status:
- [x] Not Started
- [x] Preliminary Design
- [x] Final Design
- [ ] Under Construction

Location:
Spradling Avenue

Scope of Work:
Spradling Avenue Extension will extend Spradling Avenue east of its current terminus adjacent to John Bell Jr. Park to a point approximately 2,000 feet to the east to connect with the existing section of Spradling Avenue at North 23rd Street.

Massard Road widening to I-49 will improve the intersection at Massard Rd. & Chad Colley and extend the boulevard section and other improvements from current reduction point to Hwy 549 (Future I-49) to the east.

Chad Colley Road Widening (Design) will detail the extention of future boulevard sections, storm drainage structures, and detail future intersections. This design is needed at this time in order to facilitate planning and design of utilities, including the 48-inch water transmission lines, to ensure the facilities are not conflicting.

Jenny Lind Streetscape Improvements will reconstruct Jenny Lind from Phoenix to Independence, construct sidewalks, improve drainage, and improve the roadway cooridor.

The Riverfront Drive Extension Study will evaluate the feasibility of extending Riverfront Drive to Kelley Highway to support future design and construction. The study will examine potential routes and alignments, environmental clearance requirements, permitting, roadway interconnections, geotechnical conditions, and other potential constraints. The study will provide recommendations and guidance for the future layout and alignment of the proposed extension.

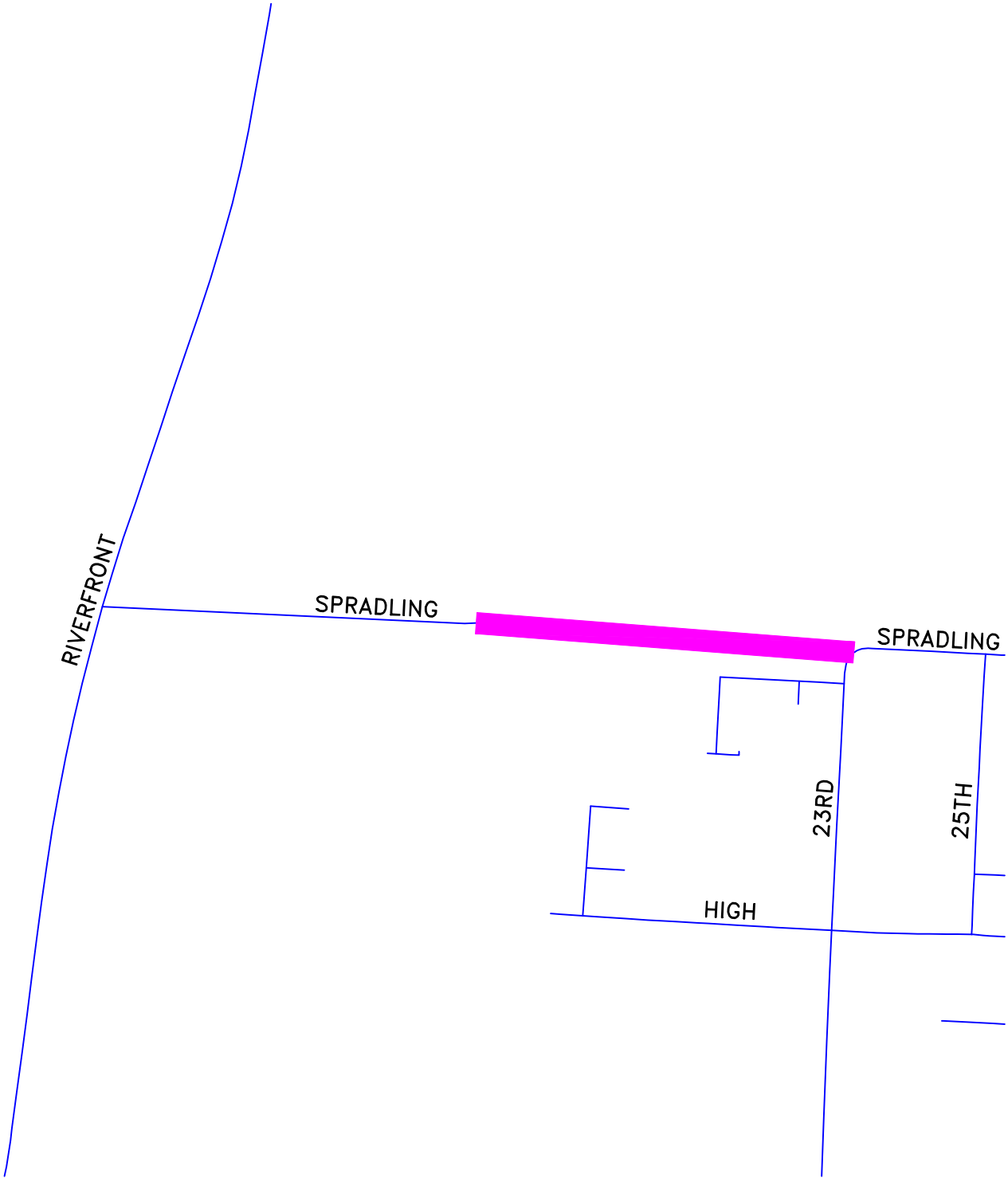
Map/Photo:
See Attached Location Exhibits

Cost Summary

Category		2027	2028	2029	2030	2031	Total
Spradling Avenue Extension	23-00-A	$ -	$ 1,925,000	$ 825,000	$ -	$ -	$ 2,750,000
Massard Road widening to I-49	23-01-A	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000
Chad Colley Road Widening (Design)	-	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
Jenny Lind Streetscape (Independence to Phoenix)	-	$ 600,000	$ 4,750,000	$ -	$ -	$ -	$ 5,350,000
Riverfront Extension (Study)	-	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
Total		**$ 1,100,000**	**$ 6,925,000**	**$ 825,000**	**$ -**	**$ 500,000**	**$ 9,350,000**

Section 1.3 New Construction (Roadway)

Description	Project #	Notes
Spradling Avenue Extension	23-00-A	Exhibit Attached
Massard Road widening to I-49	23-01-A	Exhibit Attached
Chad Colley Road Widening (Design) (Roberts Blvd. to County Line Near Rye Hill Road South)	—	Exhibit Attached
Jenny Lind Streetscape (Independence to Phoenix)	—	Exhibit Attached
Riverfront Extension (Study)	—	Exhibit Attached



2027 CIP PROGRAM
STREET IMPROVEMENTS
SPRADLING AVENUE EXTENSION
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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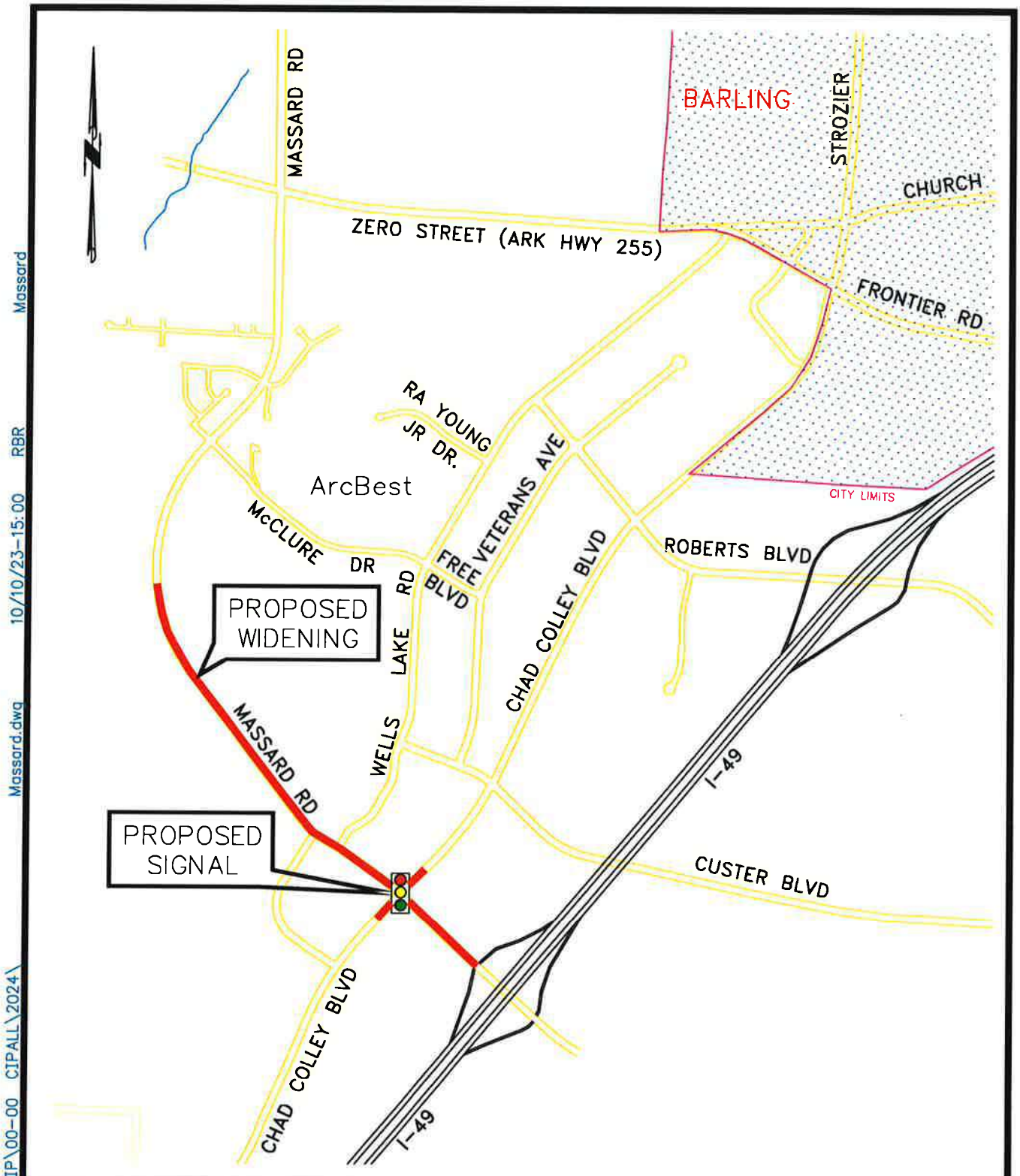

2024 CAPITAL IMPROVEMENTS PROGRAM
MASSARD ROAD WIDENING TO I-49

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2023
Scale:	NONE
Drawn By:	RBR PAGE: 26

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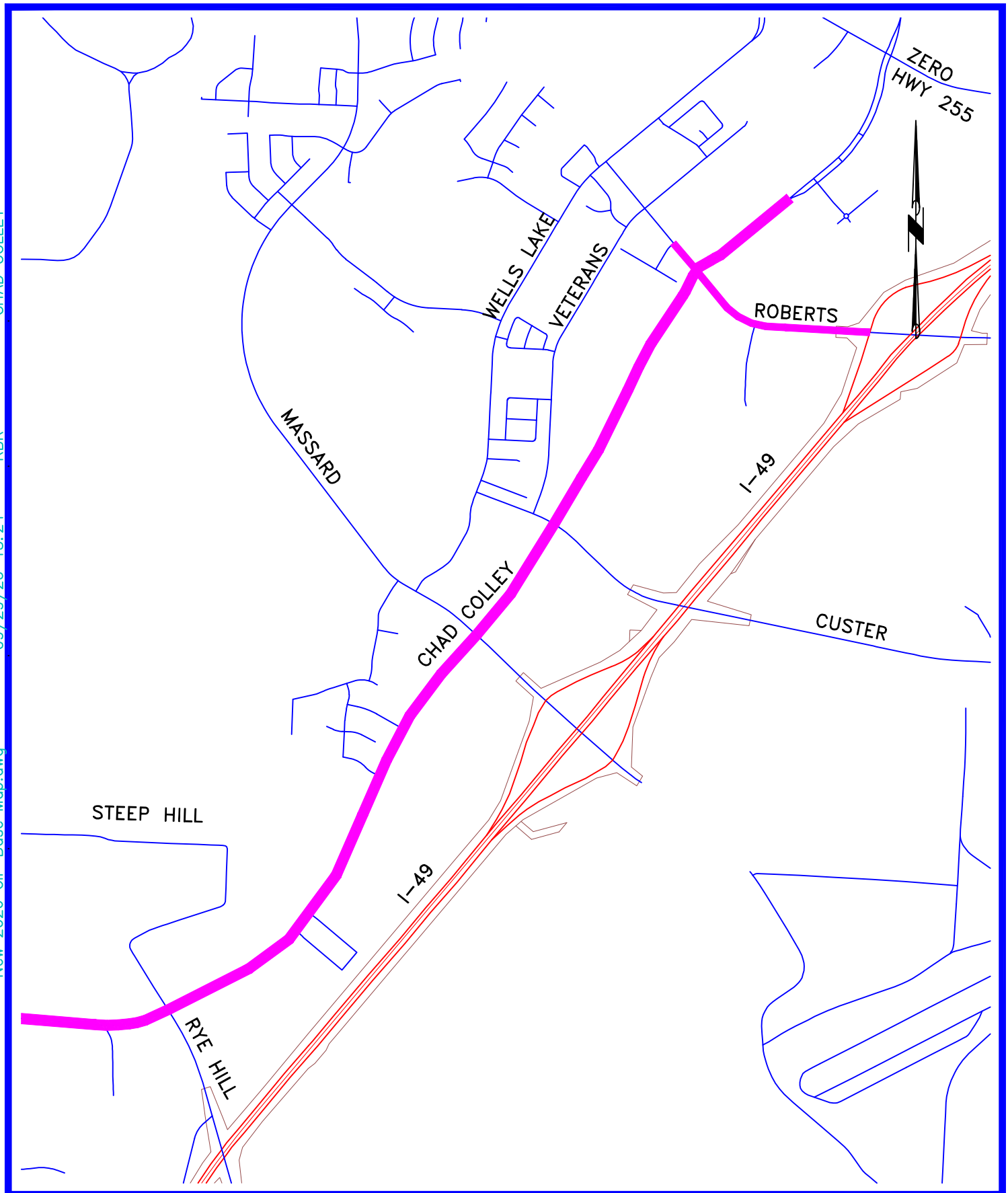

2027 CIP PROGRAM
STREET IMPROVEMENTS
CHAD COLLEY WIDENING
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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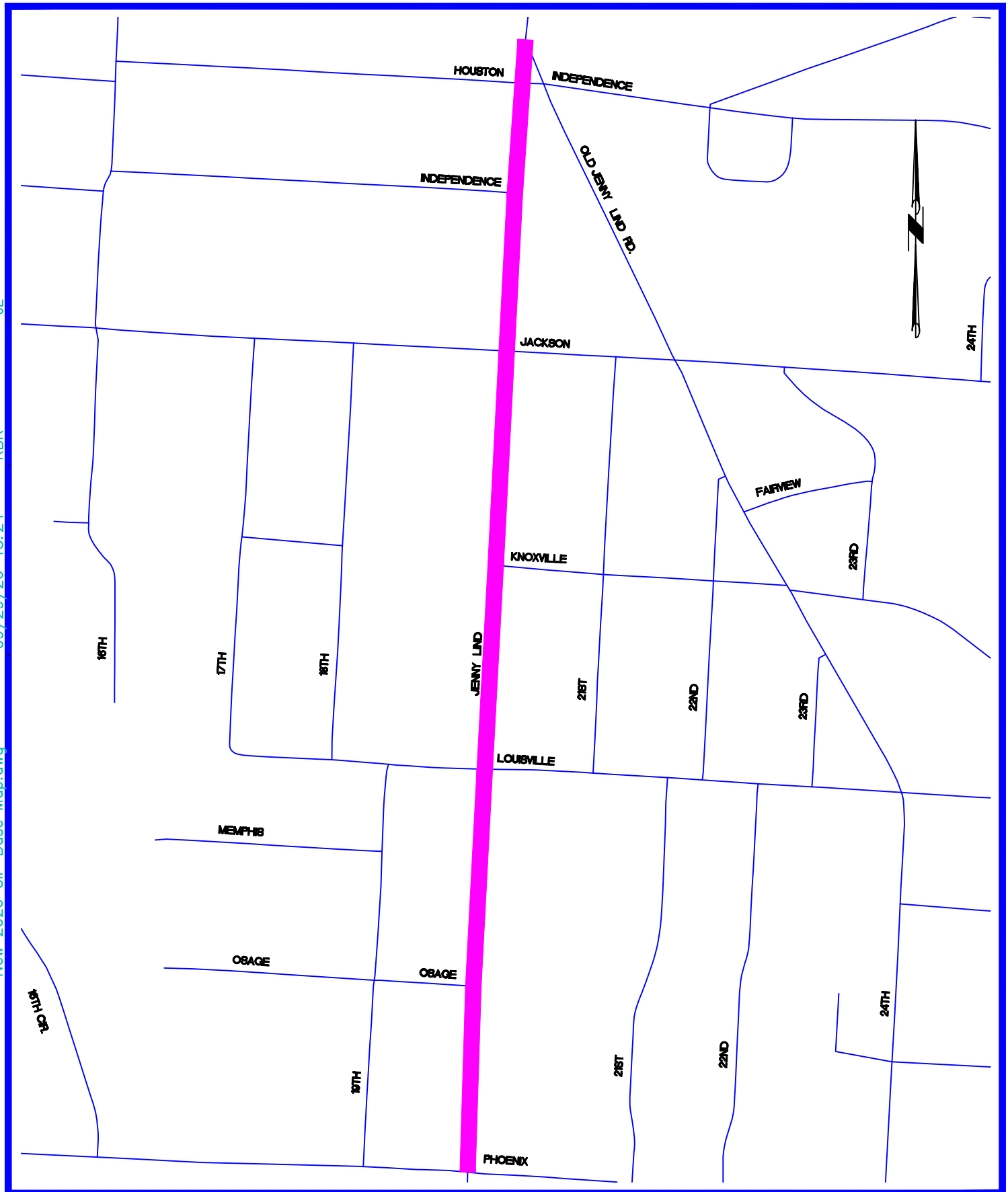

2027 CIP PROGRAM
STREET IMPROVEMENTS
JENNY LIND INDEPENDENCE TO PHOENIX
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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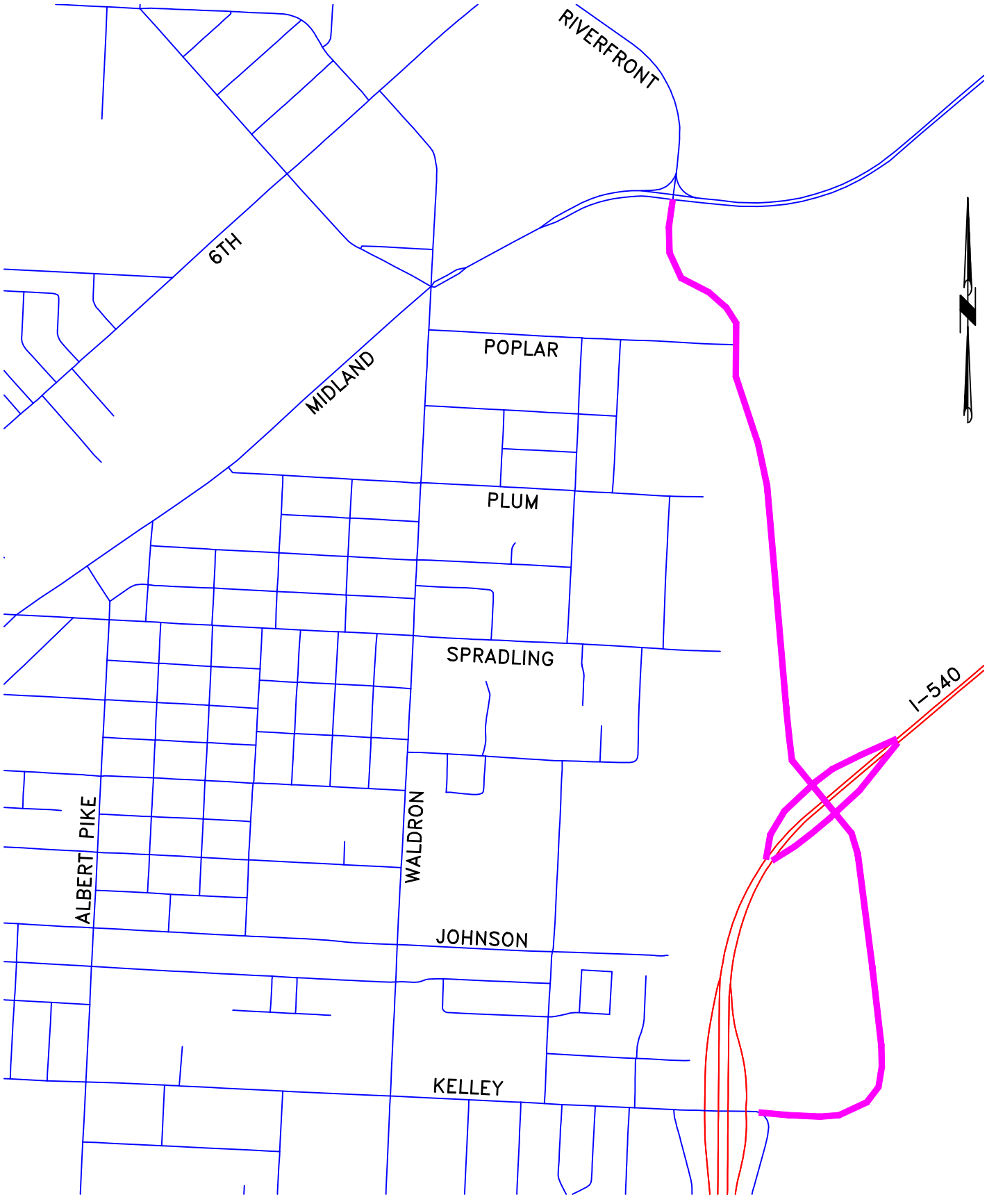


2027 CIP PROGRAM
STREET IMPROVEMENTS
RIVERFRONT DRIVE EXTENSION
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	NOV. 2026
Scale:	NONE
Drawn By:	RBR

C:\CFS RIVERFRONT RBR 11-3-26 New 2026 CIP Base Map

City of Fort Smith Engineering Department
Capital Improvement Plan 2027- 2031

Project Title: 1.4 - Miscellaneous (Roadway) **Project Number:** N/A

Category:

- [x] Capital Improvements Project

Type:

- [ ] Street Overlays
- [x] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [ ] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [x] Not Started
- [x] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

Location:

Master Street Plan

Scope of Work:

Towson Ave. Rehab and **Hwy 45 Widening ArDOT Cost Shares**
Both of these projects are ArDOT cost share projects. Payment will be made to ArDOT at the time of the actual construction. Construction date is currently unknown.

Airport Blvd Extension/Realignment
The city received a Congressionally Directed Spending allocation from Senator Boozman in the amount of $2.5 million to reconstruct the entryway for Ebbing Air National Guard Base. This project funneled through the Fed Highway Administration to ARDOT to facilitate the contract, which requires the city to match $500,000. Design is still in the scoping stage as the City waits on the Air National Guard to finalize their layout which is expected to be complete by the end of 2026. Design for this project is expected to begin in Q1 of 2027.

Rogers Ave. Lighting and Electric Relocation
ArDOT Project 040888 is set to bring improvements to the Rogers Ave. corridor. This project will aid in removing power poles and add light poles along the corridor.

2026 Master Street Plan & Street Sidewalk and Sign Inventory and Rating
These projects were begun in 2026 and are expected to wrap up in 2027. Both projects are intended to help the Engineering Department determine the areas that are in most need of rehabilitation and to guide future decisions and planning.

Map/Photo:

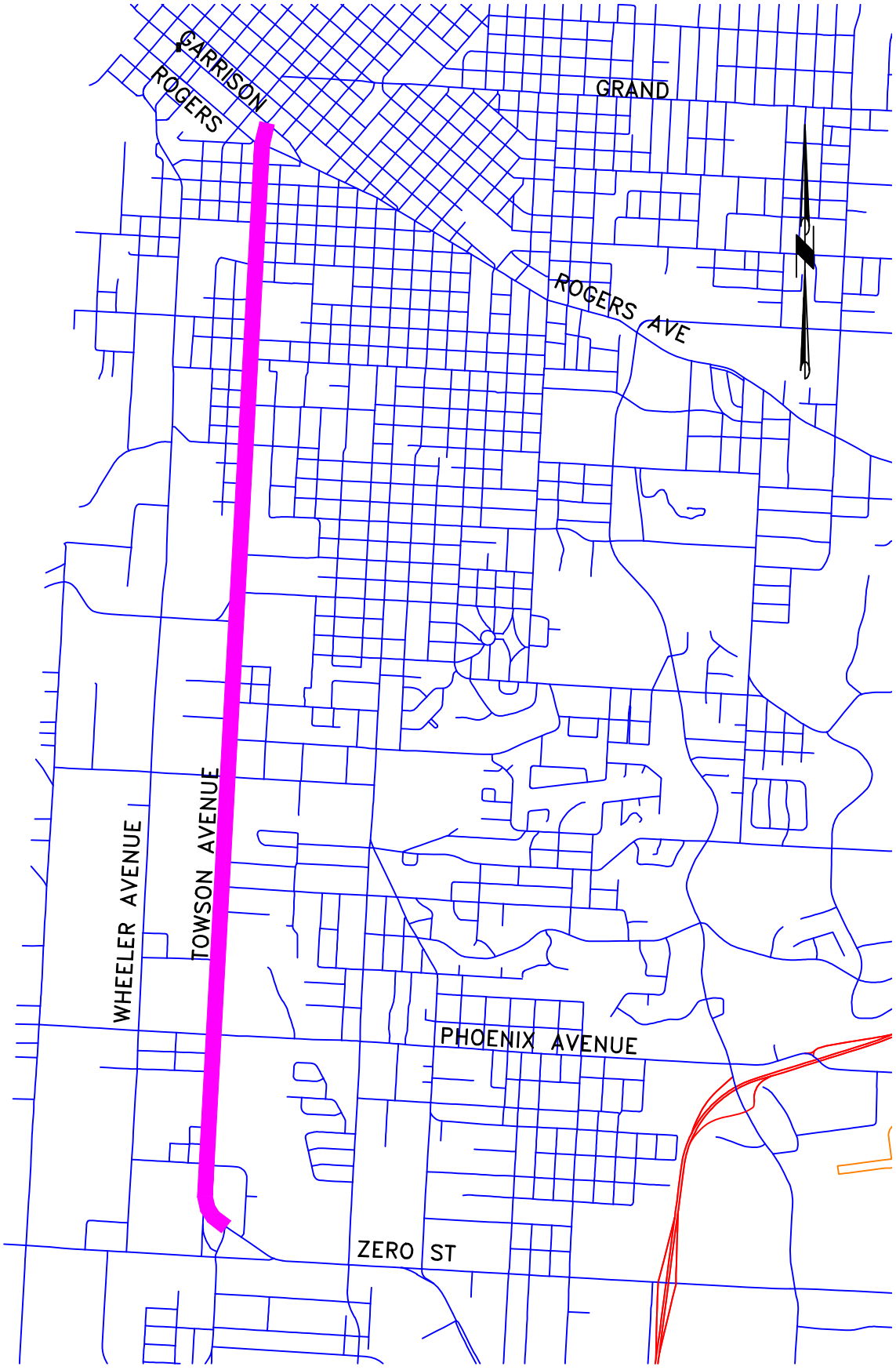
See attached Location Exhibits

Cost Summary

Category		2027	2028	2029	2030	2031	Total
Towson Ave. Rehab (ArDOT Cost Share)	20-02-A	$ -	$ -	$ -	$ -	$ -	$ -
Hwy 45 Widening (ArDOT Cost Share)	17-01-B	$ -	$ 3,337,500	$ -	$ -	$ -	$ 3,337,500
Airport Blvd Extension / Realignment	$ -	$ 250,000	$ 500,000	$ -	$ -	$ -	$ 750,000
Rogers Ave. Lighting and Electric Relocation	-	$ -	$ -	$ -	$ -	$ 400,000	$ 400,000
2026 - Master Street Plan	-	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
2026 - Street, Sidewalk, & Sign Rating	-	$ 67,000	$ -	$ -	$ -	$ -	$ 67,000
Total		**$ 417,000**	**$ 3,837,500**	**$ -**	**$ -**	**$ 400,000**	**$ 4,654,500**

Section 1.4 Miscellaneous (Roadway)

Description	Project #	Notes
Towson Avenue Rehabilitation - ArDOT Cost Share Project (City share is $2.0 mil.)	20-02-A	Exhibit Attached
Hwy 45 widening - Zero St to Hwy 71 - ArDOT Cost Share Project	17-01-B	Exhibit Attached
Airport Blvd Extension / Realignment	—	Exhibit Attached
Rogers Ave. Lighting & Electrical Relocation (Cost Share)	—	N/A
2026 - Master Street Plan	26-12-A	N/A
2026 - Street, Sidewalk, and Sign Inventory & Rating	26-12-B	N/A



2027 CIP PROGRAM
STREET IMPROVEMENTS
TOWSON AVENUE
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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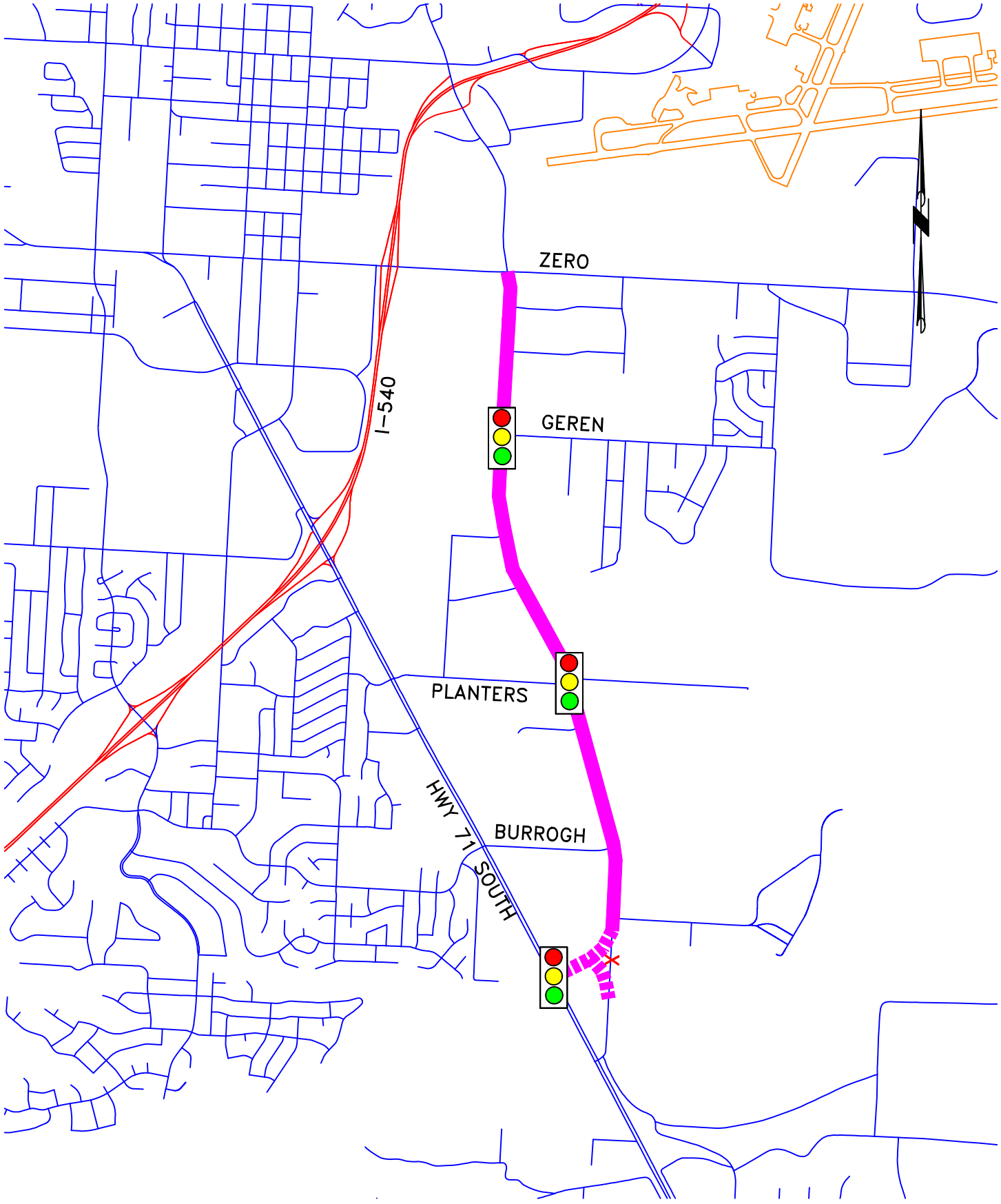

HWY 45 WIDENING
RBR
09/29/26-13:24
New 2026 CIP Base Map.dwg
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2027 CIP PROGRAM
STREET IMPROVEMENTS
HWY 45 WIDENING
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR



EBBING TRAFFIC
INFRASTRUCTURE ENHANCEMENTS
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	JUNE 2025
Scale:	NONE
Drawn By:	RBR

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City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 2.1 - Neighborhood Drainage Improvements **Project Number:** N/A

Category:

- [x] Capital Improvements Project

Type:

- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [x] Drainage Improvements
- [ ] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

Location:

Various locations within the City of Fort Smith

Scope of Work:

For 2027, two new projects is being proposed:

2027 - Drainage Improvements, Phase A

Dallas Street and South 28th Street

This project will include an engineering study and design to identify and implement improvements to mitigate flooding during significant rainfall events affecting the surrounding area.

Drainage Improvements at Grinnell Avenue and South 28th Street

This location has experienced recurring flooding, potentially due to undersized existing drainage structures. The project will evaluate existing drainage conditions and develop a design for upgrading or replacing storm drainage facilities as necessary to address flooding concerns.

2027 - Drainage Improvements, Phase B

Map/Photo:

See attached Location Exhibits

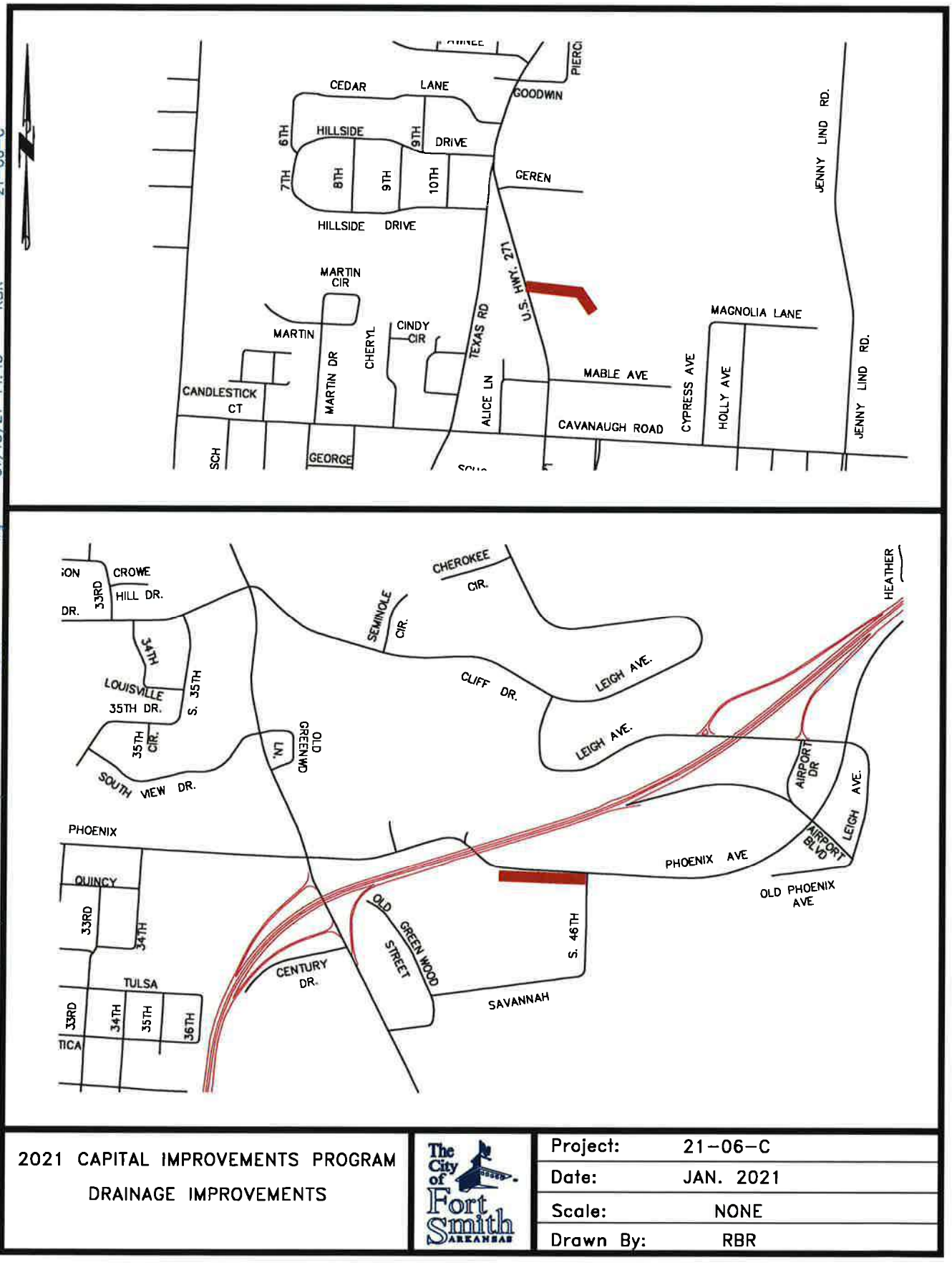
Cost Summary

Category	2027	2028	2029	2030	2031	Total
Previous Neighborhood Drainage Projects	$ 1,340,136	$ 4,307,678	$ 4,200,000	$ 220,000	$ -	$ 10,067,814
2027 - Drainage Improvements, Phase A	$ 100,000	$ 1,500,000	$ -	$ -	$ -	$ 1,600,000
2027 - Drainage Improvements, Phase B	$ 100,000	$ 1,500,000	$ -	$ -	$ -	$ 1,600,000
Total	**$ 1,540,136**	**$ 7,307,678**	**$ 4,200,000**	**$ 220,000**	**$ -**	**$ 13,267,814**

Section 2.1 Neighborhood Drainage Improvements

Section 2: Drainage & Flood Control Infrastructure

Description	Project #	Notes
Previous Neighborhood Drainage Projects		
Neighborhood Drainage, Ph. B2 (400 block of South 89th Street)	14-06-B2	Exhibit Attached
Neighborhood Drainage, Ph. C (Channel from Carthage to Phoenix)	16-06-C	Exhibit Attached
Neighborhood Drainage, Phase C, 7200 Blk of Hwy. 271	21-06-C	Exhibit Attached
Levee O/M Completion, FEMA Certification and LOMR	21-06-F	N/A
Drainage Improvements, Ph A, Hardscrabble Way, S 56th, Dallas, & Glen Flora Way	22-06-A	Exhibit Attached
Drainage Improvements, Phase A	23-06-A	Exhibit Attached
Drainage Improvements, Phase B	23-06-B	Exhibit Attached
Drainage Improvements, Phase A	24-06-A	Exhibit Attached
ACME Brick Stormwater Mitigation	25-06-A	Exhibit Attached
Drainage Improvements, Ph B (Drainage Study - 37 and 38 Homestead Terrace Area)	25-06-B	Exhibit Attached
Drainage Improvements, Phase C	25-06-C	Exhibit Attached
2027 Neighborhood Drainage Projects		
2027 - Drainage Improvements, Phase A	27-06-A	Exhibit Attached
2027 - Drainage Improvements, Phase B	27-06-B	Exhibit Attached



2021 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	21-06-C
Date:	JAN. 2021
Scale:	NONE
Drawn By:	RBR

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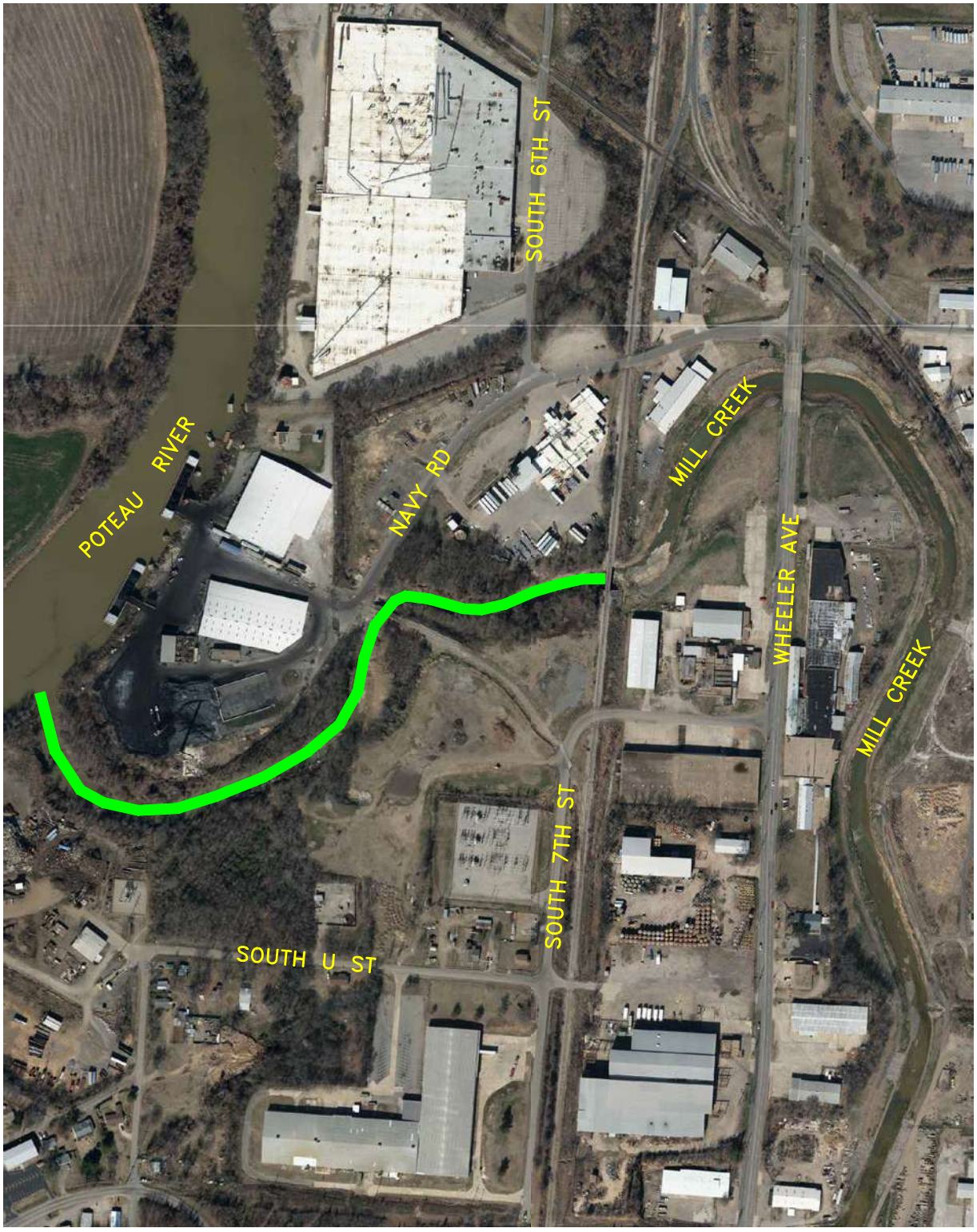

2023 CAPITAL IMPROVEMENTS PROGRAM

MILL CREEK BANK STABILIZATION

The City of Fort Smith ARKANSAS

Project:	23-06-A
Date:	JAN. 2023
Scale:	NONE
Drawn By:	RBR

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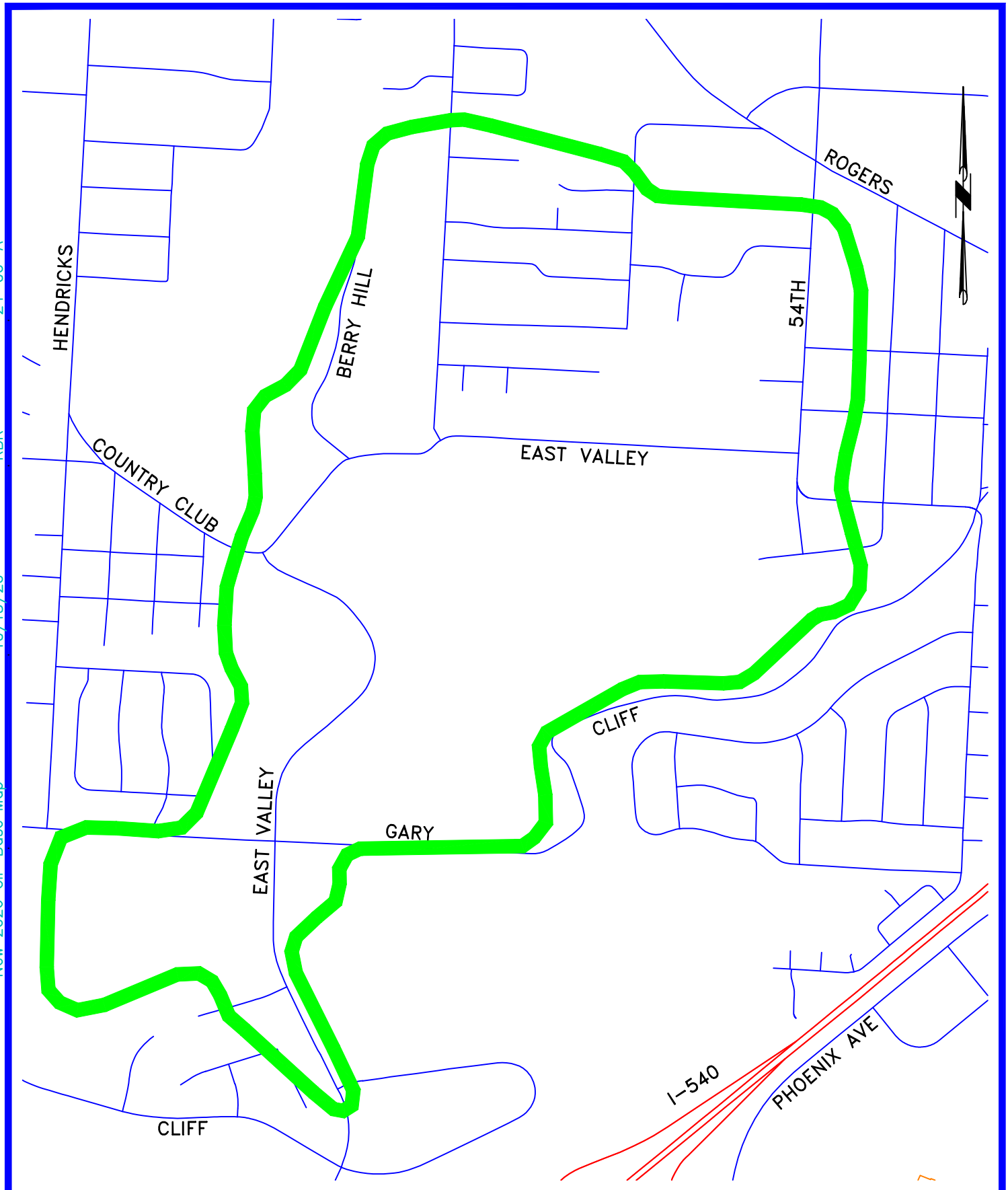
2023 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	23-06-B (2 OF 2)
Date:	SEPT 2022
Scale:	NONE
Drawn By:	RBR Page: 17



24-06-A
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10/13/26
New 2026 CIP Base Map
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2027 CIP PROGRAM
STORM SYSTEM IMPROVEMENTS
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	24-06-A
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR



2027 CIP PROGRAM
DRAINAGE IMPROVEMENTS
ACME PONDS
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

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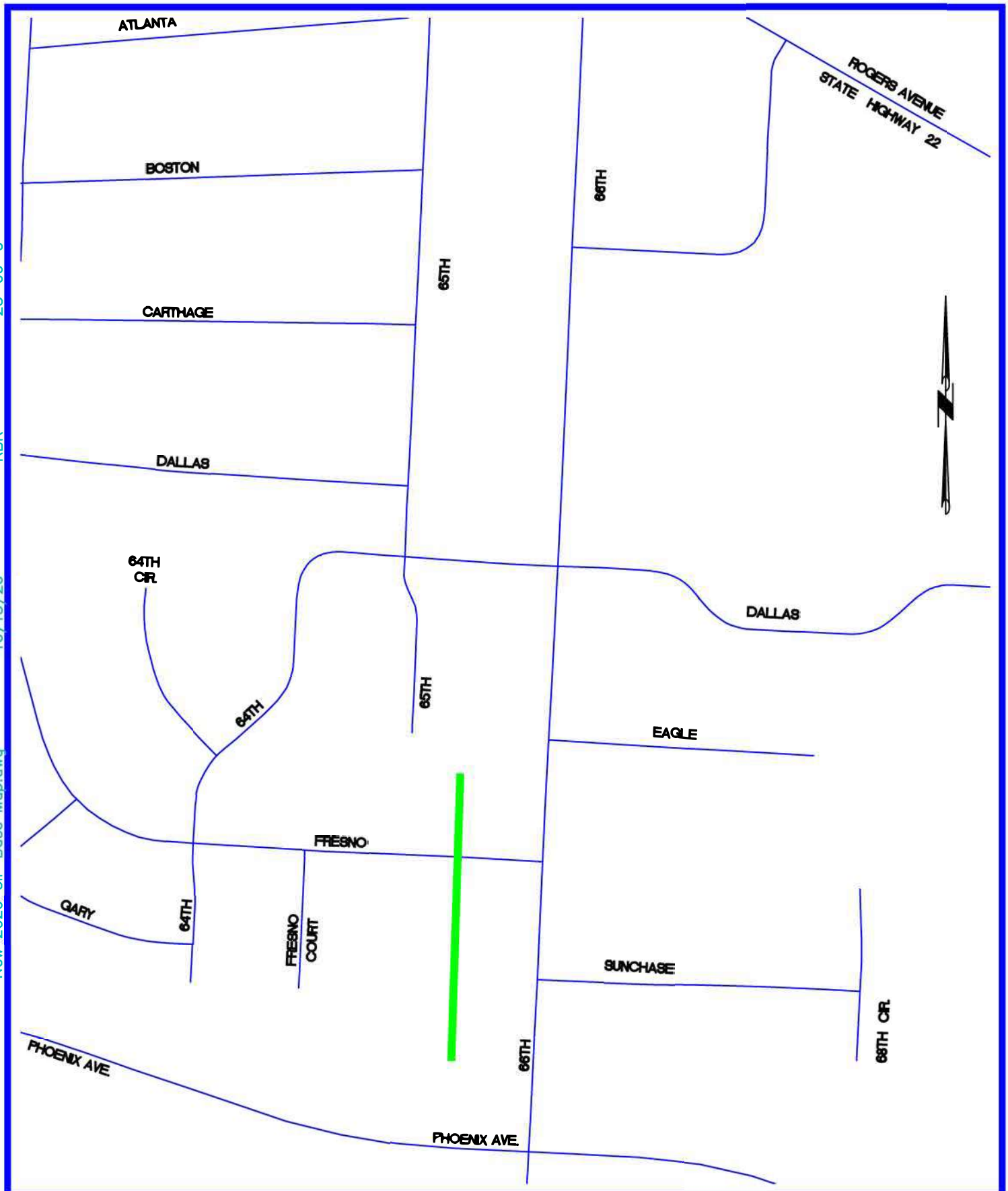

25-06-C
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10/13/26
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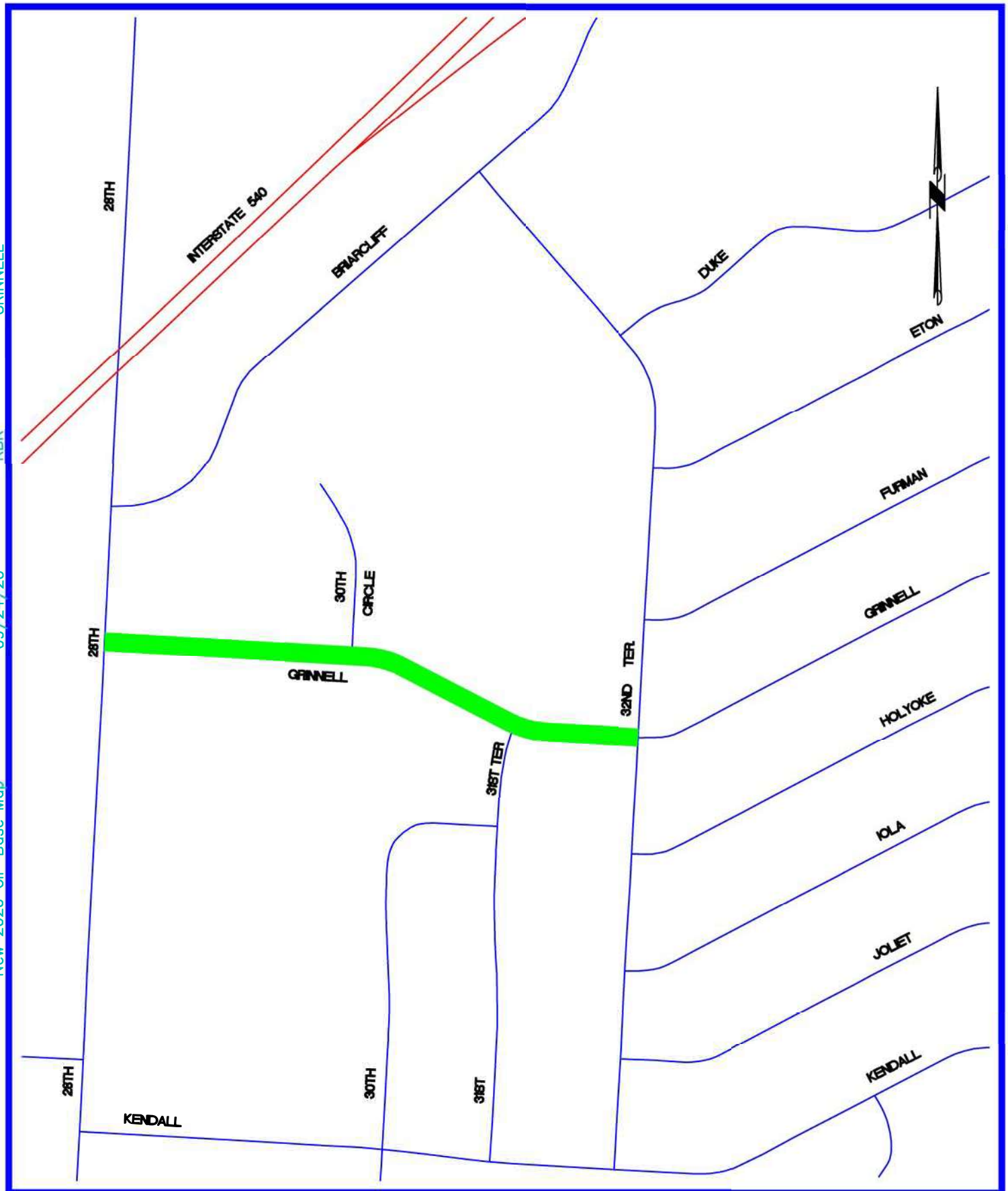
2027 CIP PROGRAM
DRAINAGE IMPROVEMENTS
FRESNO STREET
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	25-06-C
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR



2027 CIP PROGRAM

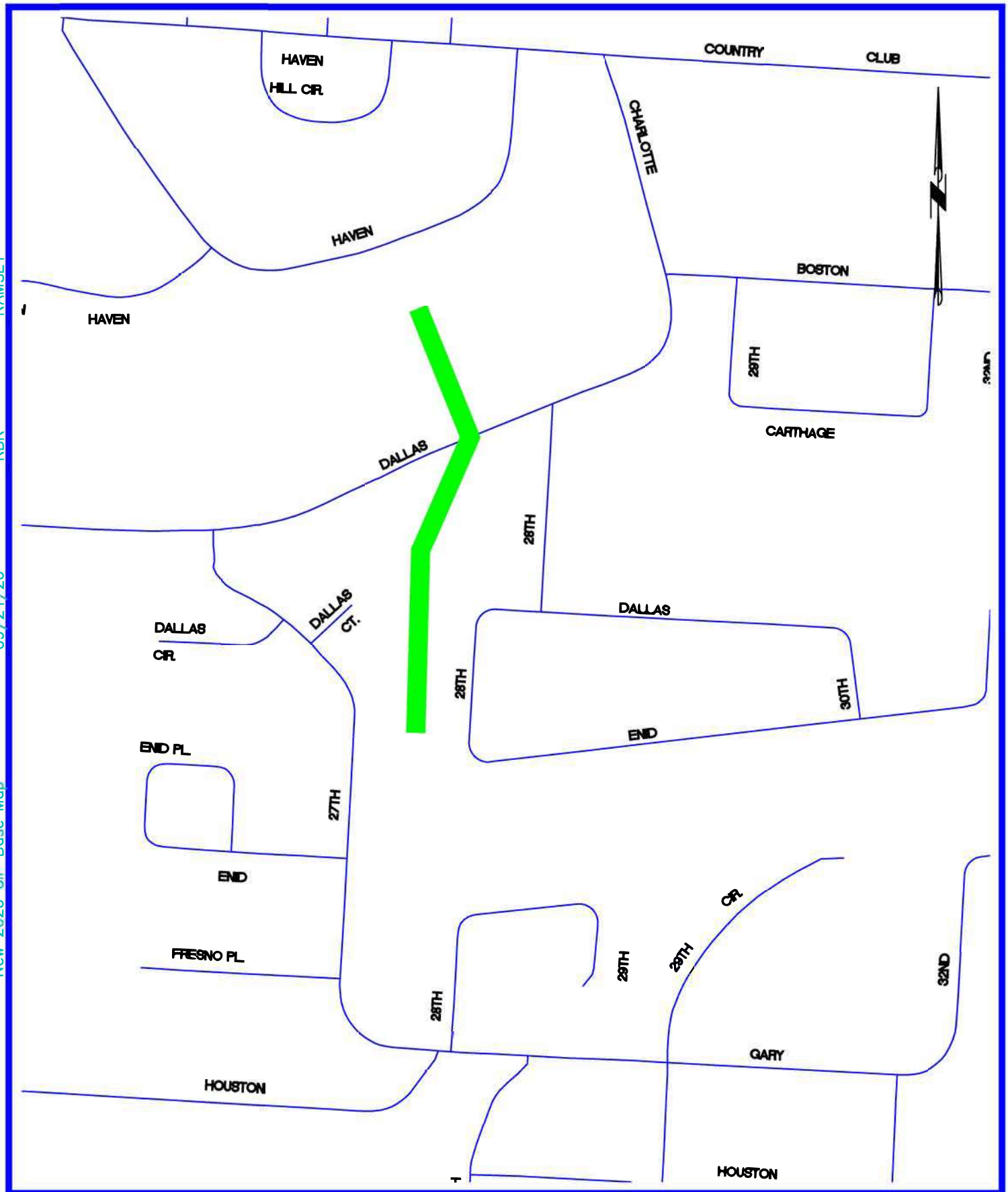
DRAINAGE IMPROVEMENTS

FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	Prop. 2027
Date:	SEPT. 2026
Scale:	NONE
Drawn By:	RBR

GRINNELL RBR 09/24/26 New 2026 CIP Base Map C:\CFS



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2027 CIP PROGRAM
DRAINAGE IMPROVEMENTS
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	Prop. 2027
Date:	SEPT. 2026
Scale:	NONE
Drawn By:	RBR

City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 2.2 - Levee/Bank Stabilization **Project Number:** N/A

Category:
- [x] Capital Improvements Project

Type:
- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [x] Other

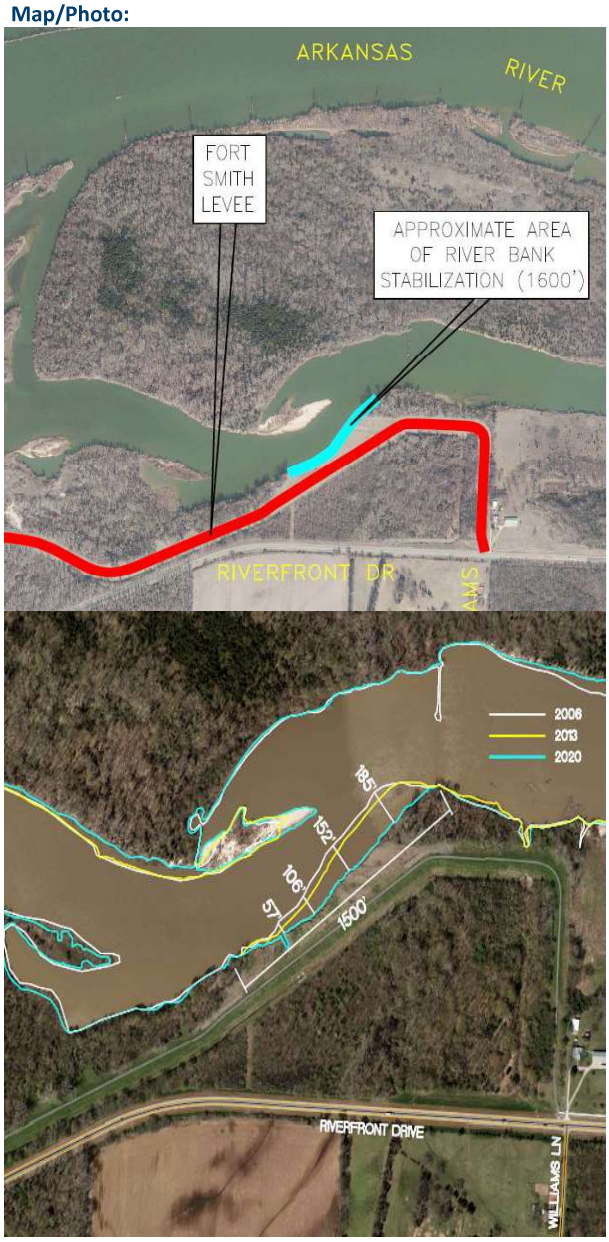
Funding:
- [x] 5/8% Sales Tax

If Other:

Status:
- [ ] Not Started
- [ ] Preliminary Design
- [x] Final Design
- [ ] Under Construction

Location:
River Bank Stabilization at Levee

Scope of Work:
Arkansas River Bank Stabilization:
This project includes the installation of large rip rap along approximately 1600 feet of eroding river bank adjacent to the City's levee system. With the major flooding events on the Arkansas River, the river bank adjacent to the levee has experienced significant erosion and requires stabilization before the erosion encroaches to the toe of the levee. Permits from the Corps of Engineers have been obtained and the needed property from Kansas City Southern has been acquired. This project is anticipated to bid before the end of this year with construction beginning in 2027.

Map/Photo:


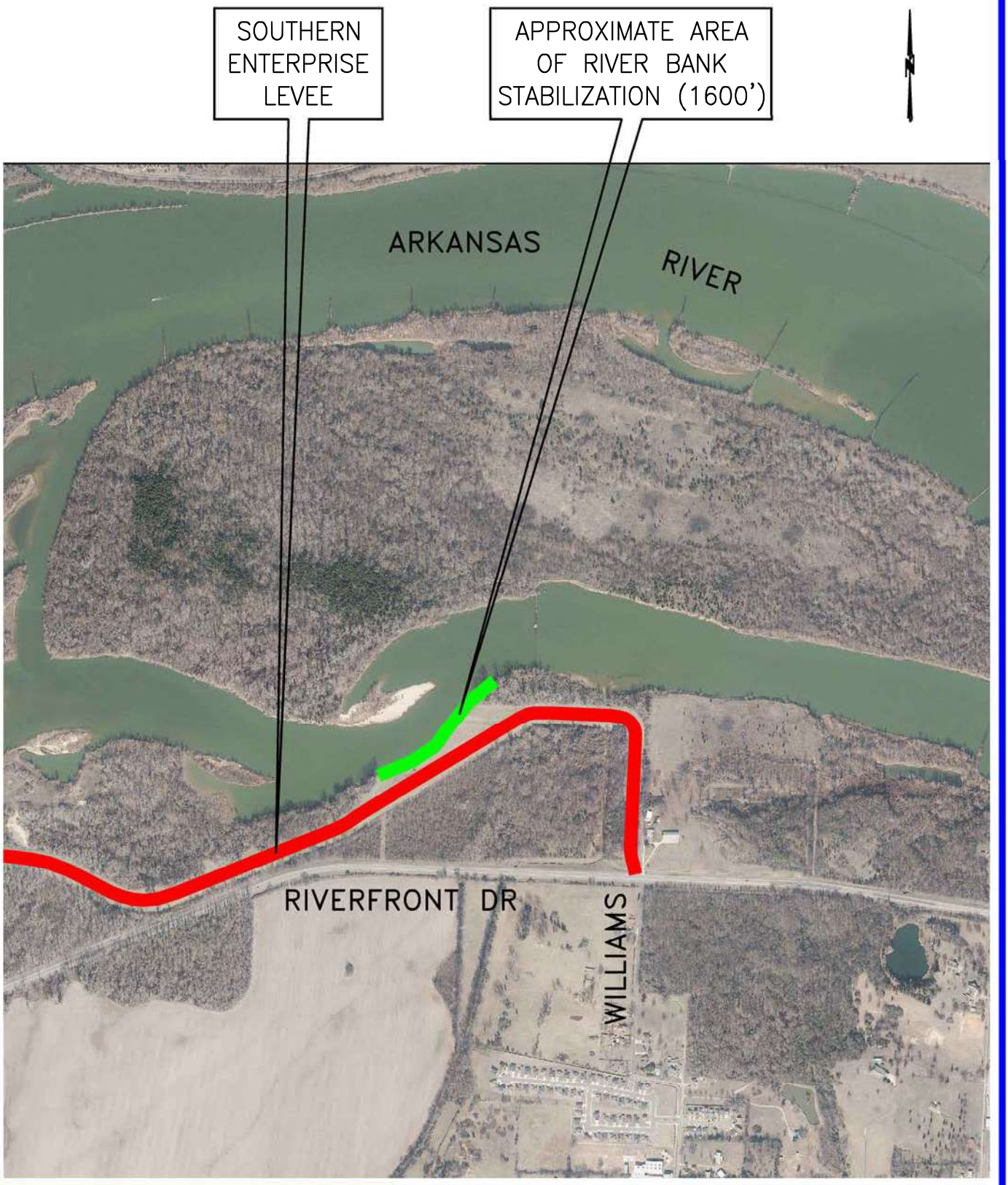
Cost Summary

Category	2027	2028	2029	2030	2031	Total
River Bank Stabilization at Levee	$ 2,600,000	$ -	$ -	$ -	$ -	$ 2,600,000
Total	**$ 2,600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,600,000**

Section 2.2 Levee/Bank Stabilization

Section 2: Drainage & Flood Control Infrastructure

Description	Project #	Notes
River Bank Stabilization at Levee - 1600 feet of rip rap adjacent to levee	20-06-A	Exhibit Attached



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FORT SMITH

RIVER BANK STABILIZATION

The City of Fort Smith ARKANSAS

Project:	20-06-A
Date:	SEPT. 2022
Scale:	NONE
Drawn By:	RBR Page: 24

City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 2.3 - Flooded Residence Buyout Program **Project Number:** 22-90-A

Category:

- [x] Capital Improvements Project

Type:

- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [x] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [ ] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

Location:

Various locations within the City of Fort Smith

Map/Photo:

Not Applicable

Scope of Work:

This citywide program provides for the purchase of residential properties that have experienced structural flooding when the cost of acquiring the property is less than the cost of implementing public drainage improvements to mitigate the flooding. Eligible flooding must originate from a City-maintained drainageway, easement, street, or right-of-way. Flooding originating from neighboring properties, hillsides, groundwater seepage, or the Arkansas River does not qualify for the program.

Due to limited utilization of the program and budget reductions, the Engineering Department recommends reducing the annual allocation to zero. The Department recognizes that future circumstances may warrant the use of the program. If a qualifying property is identified in the future, the specific situation can be presented to the Board of Directors for consideration and approval, with funding reallocated as necessary.

Cost Summary

Category	2027	2028	2029	2030	2031	Total
Flooded Residence Buyout Program	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -	$ -

Section 2.3 Flooded Residence Buyout Program

Section 2: Drainage & Flood Control Infrastructure

Description	Project #	Notes
Purchase of 1 property	22-90-A	No Exhibit Attached
Annual amount for Flooded Residence Buyout Program	22-90-A	No Exhibit Attached

City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 2.4 - Storm System Improvement Program **Project Number:** N/A

Category:
- [x] Capital Improvements Project

Type:
- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [x] Drainage Improvements
- [ ] Other

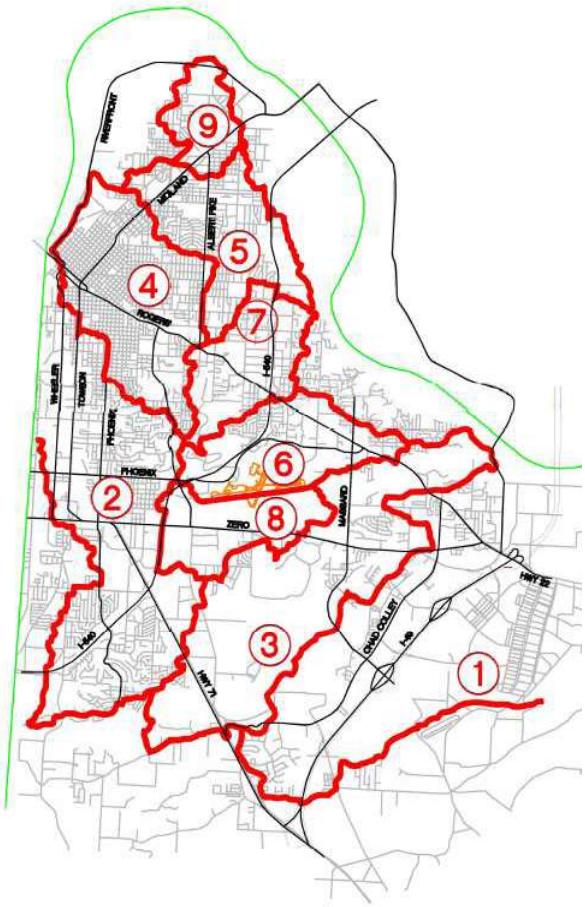
Funding:
- [x] 5/8% Sales Tax

If Other:

Status:
- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

Location:
Master Street Plan

Scope of Work:
The Storm System Improvement Program aims to systematically evaluate, maintain, and upgrade existing storm drainage infrastructure throughout the City. The program will include comprehensive mapping of the storm drainage system and development of a drainage model to identify deficiencies and prioritize locations requiring the most critical improvements. This information will also support the development of future drainage master plans and guide long-term infrastructure investments.

Map/Photo:


Cost Summary

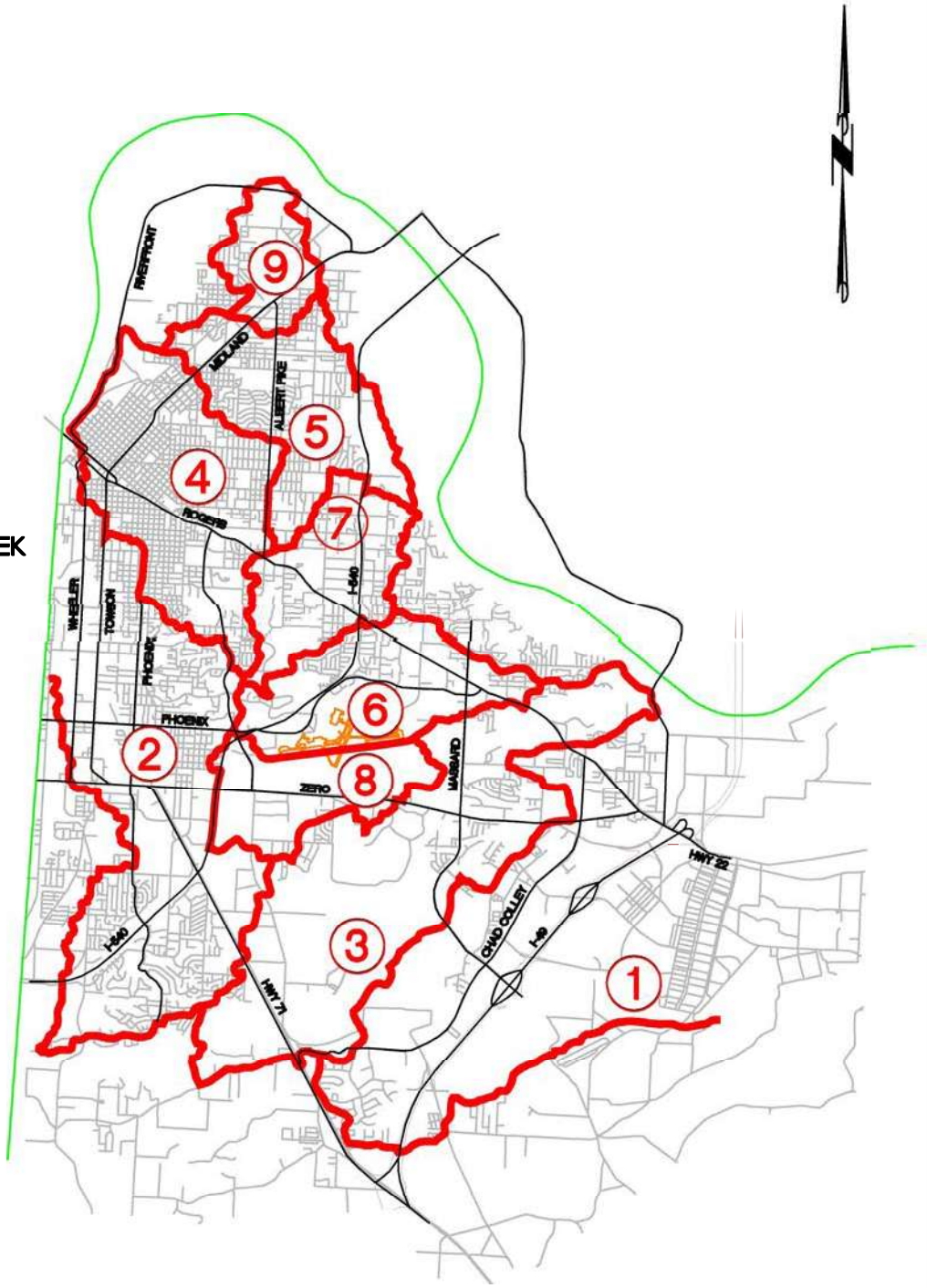
Category	2027	2028	2029	2030	2031	Total
May Branch Basin	$ 50,000	$ 50,000	$ 100,000	$ -	$ -	$ 200,000
Mill Creek Basin	$ -	$ 50,000	$ 50,000	$ 100,000	$ -	$ 200,000
Massard Creek Basin	$ -	$ -	$ 50,000	$ 50,000	$ 100,000	$ 200,000
Sunnymede Basin	$ -	$ -	$ -	$ 50,000	$ 50,000	$ 100,000
Little Massard Bassin	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000
Total	**$ 50,000**	**$ 100,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 750,000**

Section 2.4 Storm System Improvement Program

Section 2: Drainage & Flood Control Infrastructure

Description	Project #	Notes
May Branch Basin	—	Exhibit Attached for All Basins
Mill Creek Basin	—	—
Massard Creek Basin Survey	—	—
Sunnymede Basin	—	—
Little Massard Basin	—	—
No Name Creek Basin	—	—
Spivey Creek Basin	—	—
Oak Park Basin	—	—
Little Vache Grasse Basin	—	—

1. LITTLE VACHE GRASS CREEK
2. MILL CREEK
3. MASSARD CREEK
4. MAY BRANCH
5. SUNNTMEDE CREEK
6. LITTLE MASSARD CREEK
7. NO NAME CREEK
8. SPIVEY CREEK
9. OAK PARK CREEK



2027 CIP PROGRAM WATERSHEDS

STORM SYSTEM IMPROVEMENT PROGRAM

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2026
Scale:	NONE
Drawn By:	RBR

LETTER
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2026 Watershed Map.dwg
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City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 2.5 - Miscellaneous (Drainage) **Project Number:** N/A

Category:

- [x] Capital Improvements Project

Type:

- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [x] Drainage Improvements
- [ ] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [ ] Not Started
- [ ] Preliminary Design
- [x] Final Design
- [ ] Under Construction

Location:

Master Street Plan

Scope of Work:

Miscellaneous Drainage Projects

Meandering Way Bridge Replacement has a completed design and is expected to begin construction in the early part of 2027. This work replaces a bridge that is has a poor structural rating. The existing bridge is expected to be replaced by a three cell box structure.

Map/Photo:

See attached Location Exhibits

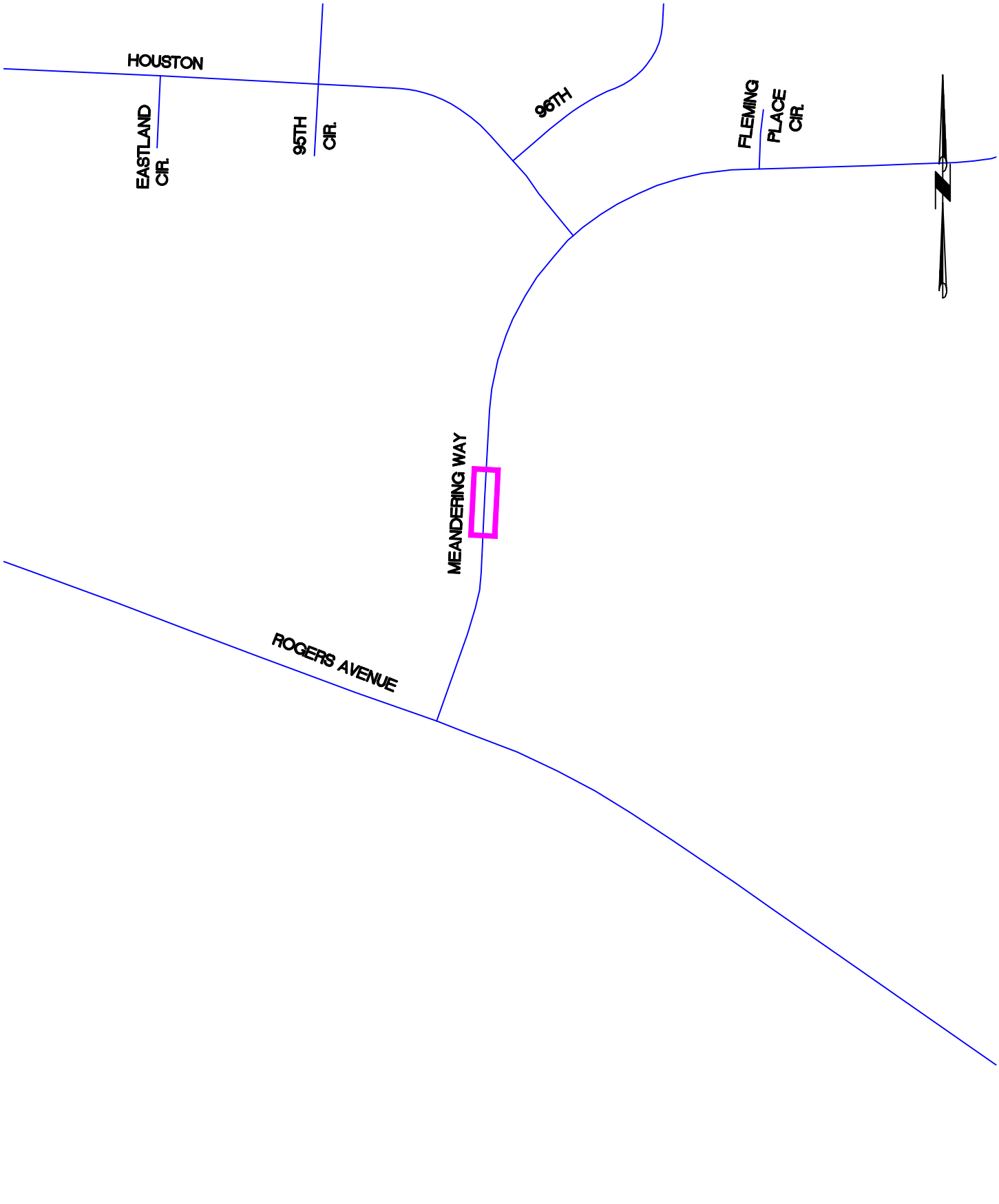
Cost Summary

Category	2027	2028	2029	2030	2031	Total
Meandering Way Bridge Replacement	$ 3,500,000	$ -	$ -	$ -	$ -	$ 3,500,000
Total	**$ 3,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,500,000**

Section 2.5 – Miscellaneous (Drainage)

Section 2: Drainage & Flood Control Infrastructure

Description	Project #	Status / Details
ACME Master Plan	24-06-B	N/A
Meandering Way Bridge Replacement	26-06-A	Exhibit Attached



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09/24/26
New 2026 CIP Base Map
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2027 CIP PROGRAM
STREET IMPROVEMENTS
MEANDERING WAY BRIDGE REPLACEMENT
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	OCT. 2026
Scale:	NONE
Drawn By:	RBR

City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 3.1 - Departmental Distribution of Appropriations **Project Number:** N/A

Category:

- [x] Capital Improvements Project

Type:

- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [x] Other

Funding:

- [x] 5/8% Sales Tax

If Other:

Status:

- [ ] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

Location:

Not Applicable

Map/Photo:

Not Applicable

Scope of Work:

Indirect and Operational Costs

Indirect and operating costs represent an allocation of General Fund general and administrative expenditures attributable to Policy & Administrative Services, Management Services, and Development Services. The Engineering Department is a part of Development Services.

Public Works Department Expenses

Public Works expenses include the establishment and maintenance of up to two roadway paving crews. Equipment and vehicle purchases are anticipated in 2027 and 2028. Public Works operating expenses include personnel, small equipment, and other related costs. Additional information is provided in the 2027 Budget document.

Future-Year Cost Projections

The 2027 Budget includes funding projections for 2027 and 2028. For 2029 and subsequent years, expenses are assumed to increase by an average of 2% annually.

Cost Summary

Category		2027	2028	2029	2030	2031	Total
Indirect and Operating Costs[1,2]	-	$ 3,514,963	$ 3,581,304	$ 3,652,930	$ 3,725,989	$ 3,800,509	$ 18,275,695
Public Works (Materials)[1]	-	$ 5,400,000	$ 5,535,000	$ 5,645,700	$ 5,758,614	$ 5,873,786	$ 28,213,100
Public Works (Vehicles & Equipment)	-	$ 2,713,000	$ 3,010,000	$ -	$ -	$ -	$ 5,723,000
Public Works (Operations)[1]	-	$ 1,214,980	$ 2,021,864	$ 2,062,301	$ 2,103,547	$ 2,145,618	$ 9,548,310
Total		**$ 12,842,943**	**$ 14,148,168**	**$ 11,360,931**	**$ 11,588,150**	**$ 11,819,913**	**$ 61,760,105**

City of Fort Smith Engineering Department
Capital Improvement Plan FY26-FY30

Project Title: 3.2 - Engineering Department Operations **Project Number:** N/A

Category:
- [x] Capital Improvements Project

Type:
- [ ] Street Overlays
- [ ] Intersection/Signal Improvements
- [ ] New Construction
- [ ] Drainage Improvements
- [x] Other

Funding:
- [x] 5/8% Sales Tax

If Other:

Status:
- [x] Not Started
- [ ] Preliminary Design
- [ ] Final Design
- [ ] Under Construction

Location:
Not Applicable

Scope of Work:
Operating costs include expenses associated with digitizing archived records, recording documents with the Sebastian County Clerk, project management services, other outside services, and contingency. Project management service costs are expected to decrease as additional staff are hired and trained to assume these responsibilities.

Due to a reduction in available revenue, the annual contingency allocation has been reduced to $100,000.

Map/Photo:
Not Applicable

Cost Summary

Category	2027	2028	2029	2030	2031	Total
Engineering Department Operations	$ 450,200	$ 275,200	$ 75,200	$ 50,200	$ 25,200	$ 876,000
Contingency	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 500,000
Total	**$ 550,200**	**$ 375,200**	**$ 175,200**	**$ 150,200**	**$ 125,200**	**$ 1,376,000**

Section 3: Operations & Program Support

3.1 – Departmental Distribution of Appropriations		
Description	**Project #**	**Status / Notes**
Indirect and Operating Costs[1,2]	—	N/A
Public Works (Materials)[1]	—	N/A
Public Works (Vehicles & Equipment)	—	N/A
Public Works (Operations)[1]	—	N/A
3.2 – Engineering Department Operations		
Description	**Project #**	**Status / Notes**
Engineering Department Operations	—	N/A
Contingency	—	N/A

City of Fort Smith Public Works

3900 Kelley Highway
Fort Smith, AR 72904
Phone: (479) 784-2360
Fax: (479) 782-0180

TO: Jeff Dingman, City Administrator
CC: Maggie Rice, Deputy City Administrator
Todd Mittge, PE, Director of Engineering
FROM: Matt Meeker, PE, Director of Public Works
DATE: October 28, 2026
SUBJECT: Proposed Neighborhood Overlay Program

Given that the Street Sales Tax was reduced last year by 3/8 to fund Consent Decree Work, changes are needed in how street work is performed to keep from falling behind. An increasing number of deteriorating streets is already apparent. Since the creation of the Street Sales Tax, neighborhood overlay projects have been administered by the Engineering Department. Projects are designed by consulting engineers, and then bid out and constructed by contractors. These projects generally consist of 12 to 15 miles of overlays annually.

To stretch sales tax revenues as far as possible, our proposal is to shift neighborhood overlay projects to the Public Works Department. The need for design work is limited for such projects and can be handled in-house by Public Works, thus eliminating the need for an engineering consultant. Both staff and equipment would need to be added to construct the overlays. Up-front equipment costs are estimated to be $5,623,000, and 23 full time employees would need to be hired to create two paving crews. Each crew would consist of one Foreperson, 9 Equipment Operators, and One Concrete Finisher. There would also be one Supervisor necessary to manage both crews. The annual cost for labor, equipment, and materials to run two paving crews and overlay 15 miles of neighborhood streets is estimated to be under $6.7 million (see attached cost summary). The 2025 cost to overlay the same length of streets, including engineering design and contracted labor, was a little over $15.1 million. Therefore, the potential exists for substantial savings (over $8.4 million annually) by performing this work in-house.

If approved, the Public Works Department proposes creating this new Neighborhood Overlay Program over two years, with one crew and the Supervisor being hired in 2027 and the second crew being hired in 2028. Vehicle and equipment purchases would also be split over two years, with $2,663,000 being purchased in 2027 and $2,960,000 in 2028 (see attached equipment purchase plan). While staff believes two full crews will be necessary to meet overlay goals, implementation over two years will allow time to fully evaluate the necessity of two crews. Reallocating the second crew to additional concrete and drainage work for overlay projects is also a possibility, if the Board so desires.

If you have any questions or concerns, I'm available to discuss this topic at your convenience.

ANNUAL COST - PROPOSED NEIGHBORHOOD OVERLAY PROGRA

(Revised 10/27/2026)

PERSONNEL:

	Number Needed	
Supervisor	1	
Foreperson	2	
Concrete Finisher	2	
Equipment Operator	18	
COST (incl. salary, benefits, uniforms, etc.)		$1,772,551.00

EQUIPMENT:

	Cost/EA	Number Needed	Total Cost	Cost/YR*
Milling Machine	$850,000.00	2	$1,700,000.00	$212,500.00
Distributor Truck	$350,000.00	1	$350,000.00	$43,750.00
Asphalt Paver	$350,000.00	2	$700,000.00	$87,500.00
Asphalt Roller	$200,000.00	2	$400,000.00	$50,000.00
Tri-Axle Dump Truck	$250,000.00	6	$1,500,000.00	$187,500.00
Backhoe	$160,000.00	2	$320,000.00	$40,000.00
Skidsteer w/Miller & Broom	$150,000.00	2	$300,000.00	$37,500.00
1/2 Ton Crew Cab Truck	$53,000.00	1	$53,000.00	$6,625.00
1 Ton Truck w/Utility Bed	$75,000.00	4	$300,000.00	$37,500.00
		SUBTOTAL	$5,623,000.00	$702,875.00

*Note: Assuming 8 year life span for equipment.

MATERIALS:

	Units of Measure	Cost/Unit	Units	Cost/YR**
Tack Oil	GL	$3.10	20715	$64,216.50
Asphalt	TN	$79.00	28500	$2,251,500.00
Concrete	CY	$190.00	8700	$1,653,000.00
			SUBTOTAL	$3,968,716.50

**Note: Assuming same length of overlays for 2025: 81,059 LF or 15.4 mi.

	TOTAL COST/YR	
Personnel	$1,772,551.00	
Equipment	$702,875.00	
Equipment Maintenance	$100,000.00	
Tools & Small Equipment	$100,000.00	
Materials	$3,968,716.50	
TOTAL	**$6,644,142.50**	
Est. Cost for 2025 Overlays	**$15,137,850.00**	
Est. Cost Using City Forces	**$6,644,142.50**	
Potential Savings	**$8,493,707.50**	**56.11%**

NEIGHBORHOOD OVERLAY PROGRAM - EQUIPMENT PURCHASE PLAN

EQUIPMENT:		**2027**		**2028**	
	Cost/EA	**Number Needed**	**2027 Cost**	**Number Needed**	**2028 Cost**
Milling Machine	$850,000.00	1	$850,000.00	1	$850,000.00
Distributor Truck	$350,000.00	0	$0.00	1	$350,000.00
Asphalt Paver	$350,000.00	1	$350,000.00	1	$350,000.00
Asphalt Roller	$200,000.00	1	$200,000.00	1	$200,000.00
Tri-Axle Dump Truck	$250,000.00	3	$750,000.00	3	$750,000.00
Backhoe	$160,000.00	1	$160,000.00	1	$160,000.00
Skidsteer w/Miller & Broom	$150,000.00	1	$150,000.00	1	$150,000.00
		SUBTOTAL	$2,460,000.00		$2,810,000.00

VEHICLES:		**2027**		**2028**	
	Cost/EA	**Number Needed**	**2027 Cost**	**Number Needed**	**2028 Cost**
1/2 Ton Crew Cab Truck	$53,000.00	1	$53,000.00	0	$0.00
1 Ton Truck w/Utility Bed	$75,000.00	2	$150,000.00	2	$150,000.00
		SUBTOTAL	$203,000.00		$150,000.00
		TOTAL	**$2,663,000.00**		**$2,960,000.00**

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: November 2, 2026

SUBJECT: Non-Consent Decree Wastewater 10 Year CIP Plan for 2027-2036

SUMMARY

Attached for consideration is the ten-year Non-Consent Decree Wastewater CIP Plan for 2027-2036.

The current Non-CD Wastewater ten-year CIP totals $40,380,000.00 for 2027. Projects include starting the upgrade to the Massard Wastewater Treatment Plant capacity; Chaffee Crossing Force Main Route Selection & associated easement acquisition; the P Street Return Activator Sludge (RAS) and Mixed Liquor Pump Station Rehab; and upgrades to the North Pointe Pump Station.

Available funding sources for the Non-CD Wastewater CIP can include the 5/8% reallocated sales and use tax, 2018 Revenue Bonds and the 6505 Capital Improvement Fund. Andy Richards, CFO, will be available to speak directly to any funding questions the Board may have.

Please contact me should you or member of the Board if you have any questions or desire additional information.

ATTACHMENTS

1. 11-10-26 Item ID 3237 Non CD WW CIP Plan.pdf
2. 10-22-26 Item ID 3037 Location Maps CD and Non CD WW.pdf

City of Fort Smith

Engineering Department's Ten Year Capital Improvement Program for Wastewater Non-Consent Decree (2027 - 2036)

	Description	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
	Treatment Plant Upgrades										
1.1	Massard Wastewater Treatment Plant Capacity Upgrade	$ 37,500,000	$ 37,500,000	$ 23,000,000	$ 23,000,000	$ 24,000,000	$ -	$ -	$ -	$ -	$ -
1.2	P Street Plant Optimization Study	$ -	$ -	$	$ 1,100,000	$ 1,100,000	$ -	$ -	$ -	$ -	$ -
1.3	P Street Mechanical Mixer	$ -	$ -	$ -	$ -	$ -	$ 180,000	$ -	$ -	$ -	$ -
1.4	P Street Tractor Shed	$ -	$ 28,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.5	Automated Compliance Sampling (P Street & Massard Plants)	$ -	$ -	$ -	$ -	$ -	$ 30,000	$ 366,000	$ -	$ -	$ -
1.6	P Street RAS PS Rehab	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.7	P Street Mixed Liquor PS upgrade	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.8	P Street Plant Blower System	$ -	$ -	$ 2,940,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Pump Station Upgrades / New										
2.1	North Pointe Pump Station #27 Upgrades	$ 180,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.2	Candlestick Pump Station #19 Upgrades	$ -	$ -	$ 110,000	$ 1,100,000	$ 1,100,000	$ -	$ -	$ -	$ -	$ -
2.3	South Field Pump Station #26 Upgrades	$ -	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	Chaffee Crossing Force Main Route Selection and Easement Acquisition	$ 1,500,000									
2.5	Sewer Station & Force Main Chaffee Crossing Design/Construction	$ -	$ -	$ -	$ -	$ -	$ 6,700,000	$ 6,700,000	$ -	$ -	$ -
2.6	Sewer Station & Force Main Roberts Blvd Design/Construction	$ -	$ -	$ -	$ -	$ -	$ 2,400,000	$ 2,400,000	$ -	$ -	$ -
	ARDOT Utility Relocation Projects										
3.1	Towson Ave. Sewer Line Relocation Project	$ -	$ -	$ -	$ -	$ -	$ 1,654,000	$ 1,654,000	$ -	$ -	$ -
3.2	Rogers Ave. Sewer Line Relocation Project	$ -	$ -	$ 3,500,000	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ -

	Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Total Consent Decree	**$ 40,380,000**	**$ 37,528,800**	**$ 31,550,000**	**$ 28,700,000**	**$ 26,200,000**	**$ 10,964,000**	**$ 11,120,000**	**$ -**	**$ -**	**$ -**

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CITY OF FORT SMITH

Engineering Department's Ten Year Capital Improvement Program for Wastewater (2026 - 2037)

	2026*	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Beginning Balance	**$ 131,995,093**	**$ 71,213,988**	**$ 97,416,834**	**$ (4,748,907)**	**$ 80,139,111**	**$ 19,409,285**	**$ 21,789,719**	**$ (8,151,581)**	**$ 15,165,694**	**$ (7,880,939)**	**$ 21,027,998**	**$ (8,068,581)**
Expected Revenue	$ 26,193,387	$ 28,351,888	$ 19,613,059	$ 23,061,709	$ 11,420,173	$ 25,104,059	$ 21,072,700	$ 23,136,067	$ 19,003,367	$ 20,837,189	$ 16,953,421	$ 17,823,361
Expected Bond Revenue	$ -	$ 107,604,957	$ -	$ 136,626,310	$ -	$ 58,026,376	$ -	$ 57,851,207	$ -	$ 53,521,748	$ -	$ -
Total funds Available	**$ 158,188,480**	**$ 207,170,834**	**$ 117,029,893**	**$ 154,939,111**	**$ 91,559,285**	**$ 102,539,719**	**$ 42,862,419**	**$ 72,835,694**	**$ 34,169,061**	**$ 66,477,998**	**$ 37,981,419**	**$ 9,754,779**
Total Consent Decree Expenditures	$ 86,974,491	$ 69,374,000	$ 84,250,000	$ 43,250,000	$ 43,450,000	$ 54,550,000	$ 40,050,000	$ 46,550,000	$ 42,050,000	$ 45,450,000	$ 46,050,000	$ -
Total Non-Consent Decree Expenditures		$ 40,380,000	$ 37,528,800	$ 31,550,000	$ 28,700,000	$ 26,200,000	$ 10,964,000	$ 11,120,000	$ -	$ -	$ -	$ -
Total Expenditures	**$ 86,974,491**	**$ 109,754,000**	**$ 121,778,800**	**$ 74,800,000**	**$ 72,150,000**	**$ 80,750,000**	**$ 51,014,000**	**$ 57,670,000**	**$ 42,050,000**	**$ 45,450,000**	**$ 46,050,000**	**$ -**
Ending Balance	**$ 71,213,988**	**$ 97,416,834**	**$ (4,748,907)**	**$ 80,139,111**	**$ 19,409,285**	**$ 21,789,719**	**$ (8,151,581)**	**$ 15,165,694**	**$ (7,880,939)**	**$ 21,027,998**	**$ (8,068,581)**	**$ 9,754,779**

* For Tracking CD Expenditures Post 2025 SUT

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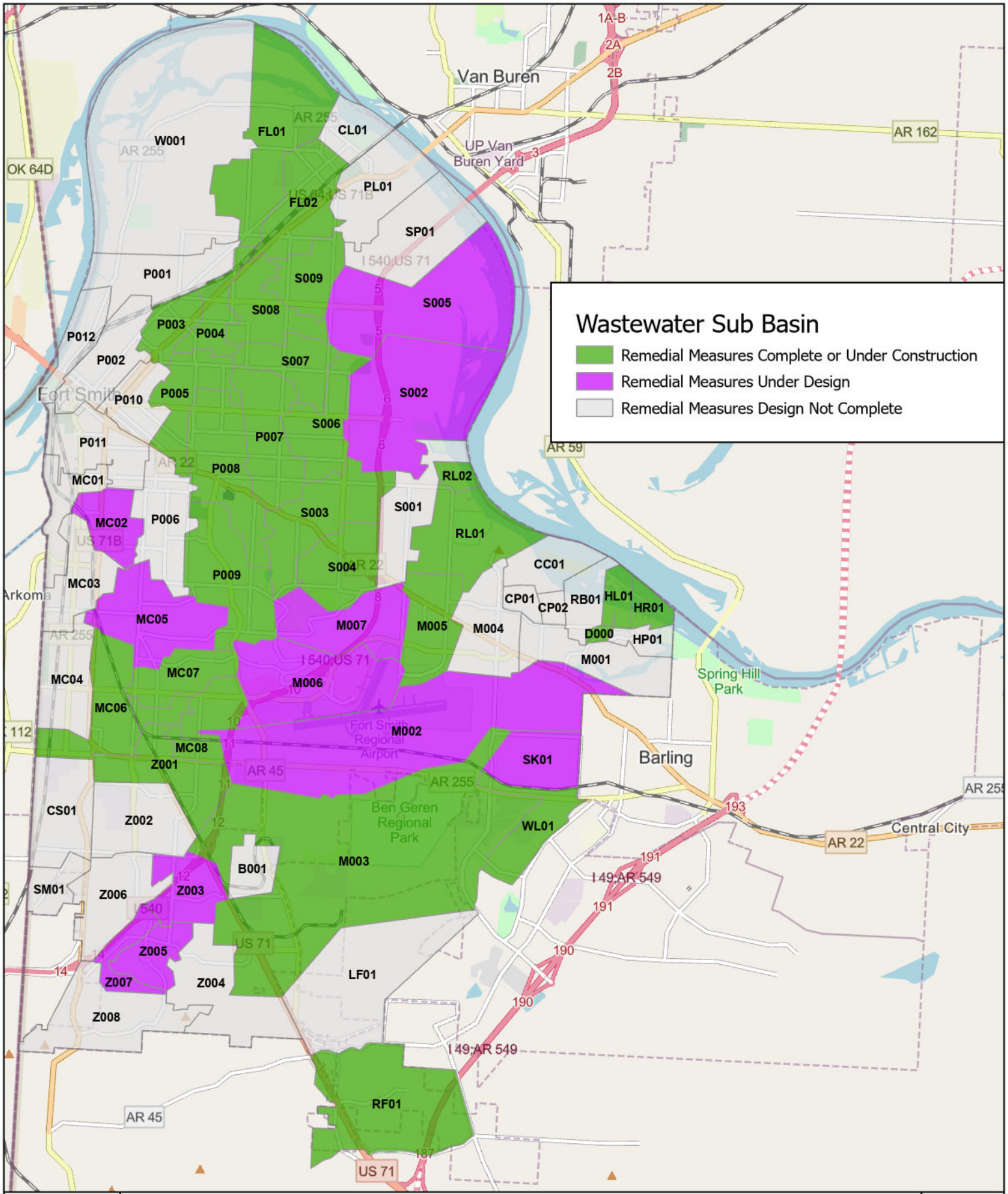
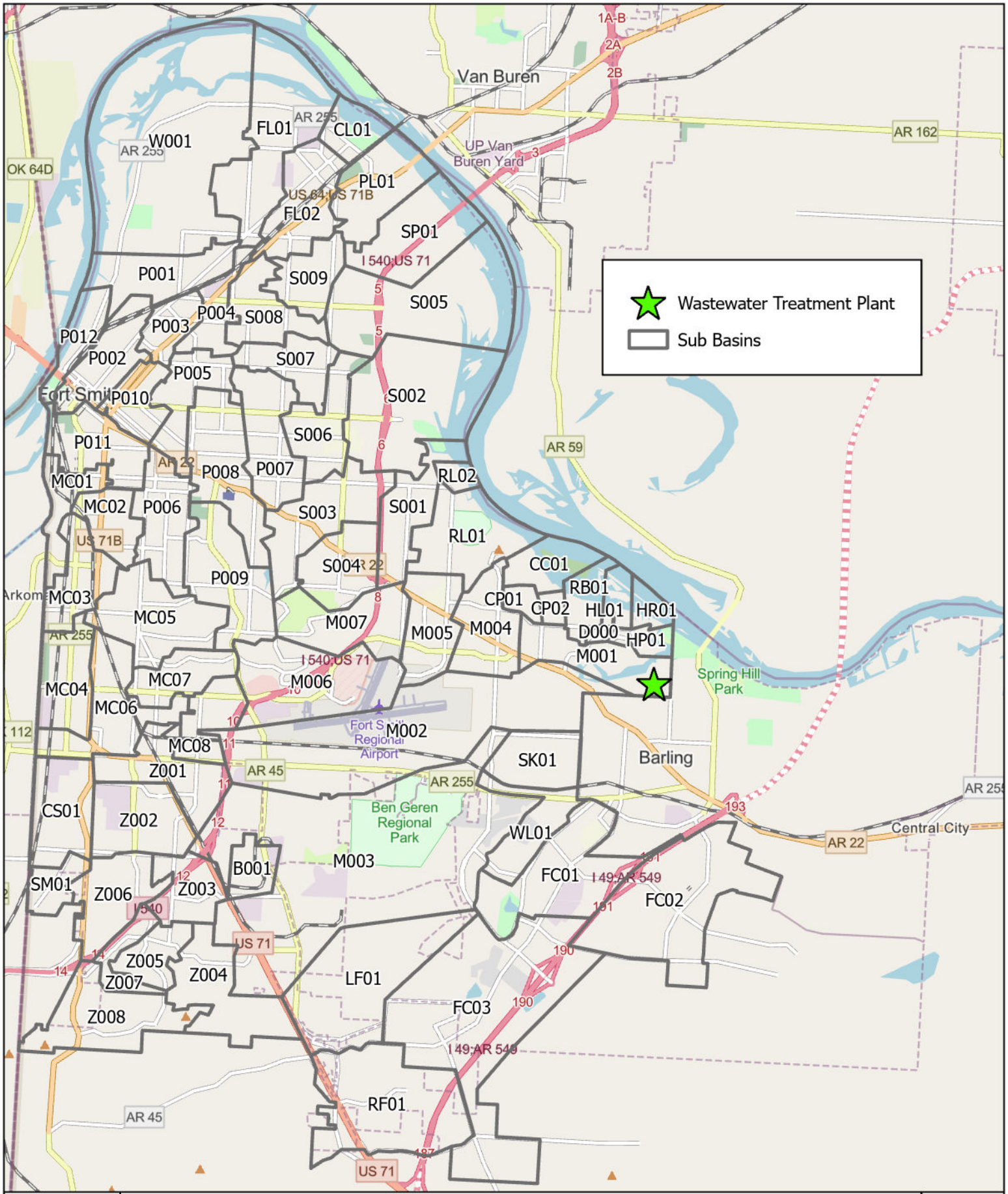
Total Expenditures to Complete CD	**$ 601,998,491**
Total Expenditures to Complete Non-CD	**$ 186,442,800**



CD 1.1 Consent Decree Program Management

$2,500,000 - (2027)

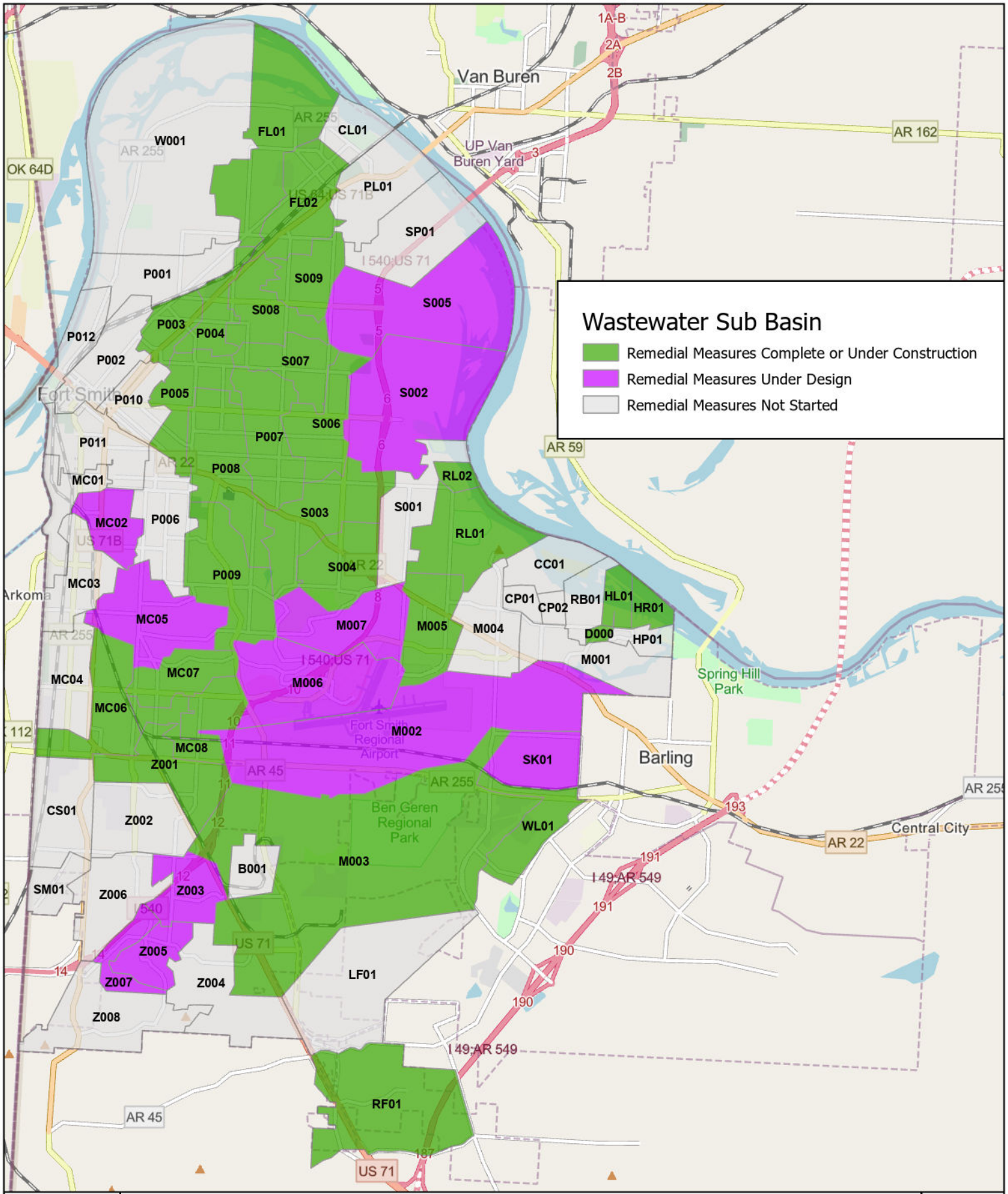
$1,750,000 per year (2028 - 2036)



CD 1.2 Massard Wastewater Pump Station & Wet Weather Treatment

(Package B from Massard Master Plan) (Construction)

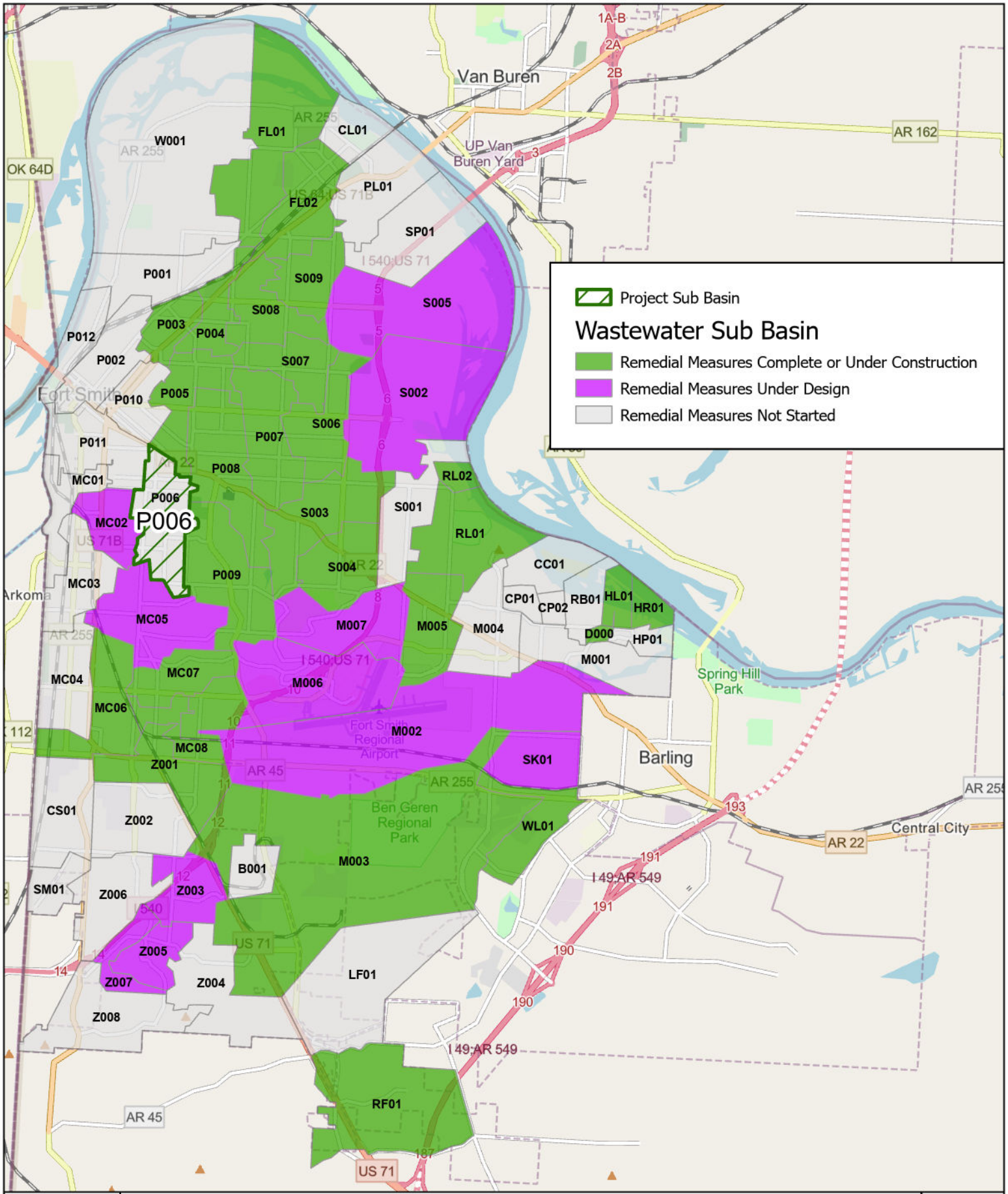
$37,500,000 per year (2027, 2028)



CD 1.3 & 1.4 50,000 ft & 250 Manholes:

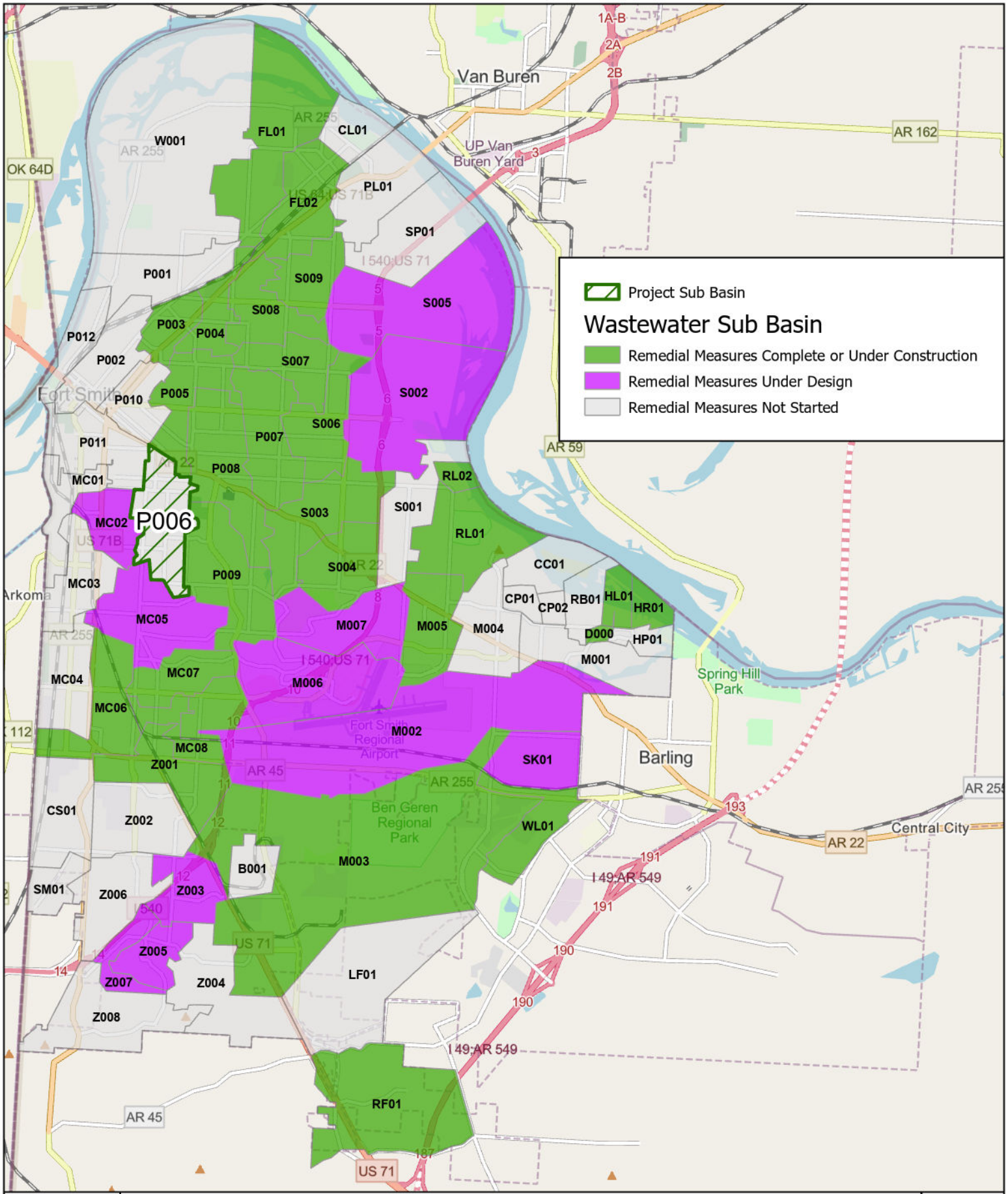
SSA Remedial Repairs / Replacement (Design & Construction)

Design: $2,500,000 per year (2027 - 2035) Construction: $28,000,000 per year (2027 - 2036)



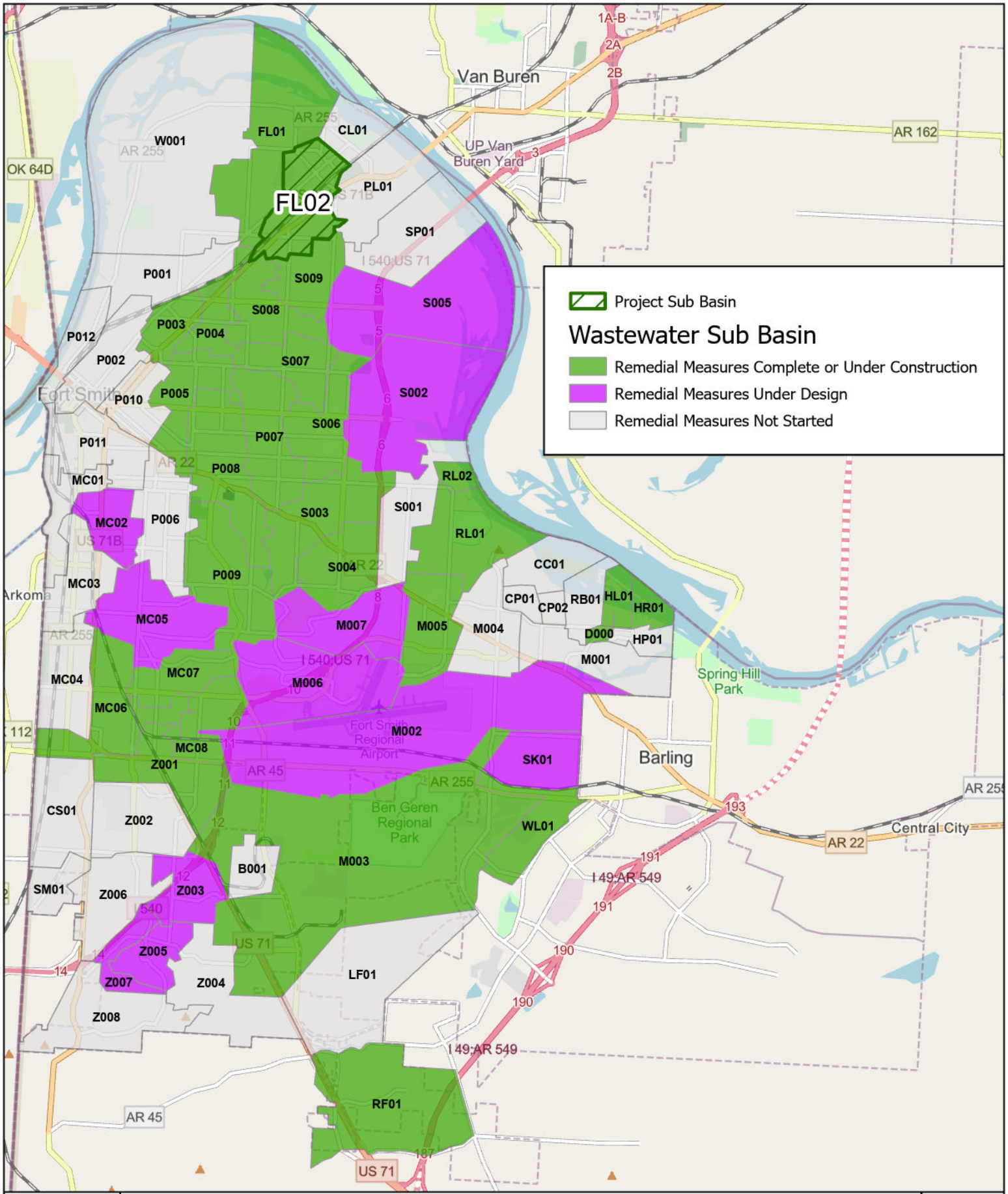
CD 1.5 Basin 12 Remedial Measures Phase 4-9 (Design)

$500,000 per year (2028, 2030, 2032, 2034, 2035)



CD 1.6 Basin 12 Remedial Measures Phase 4-9 (Construction)

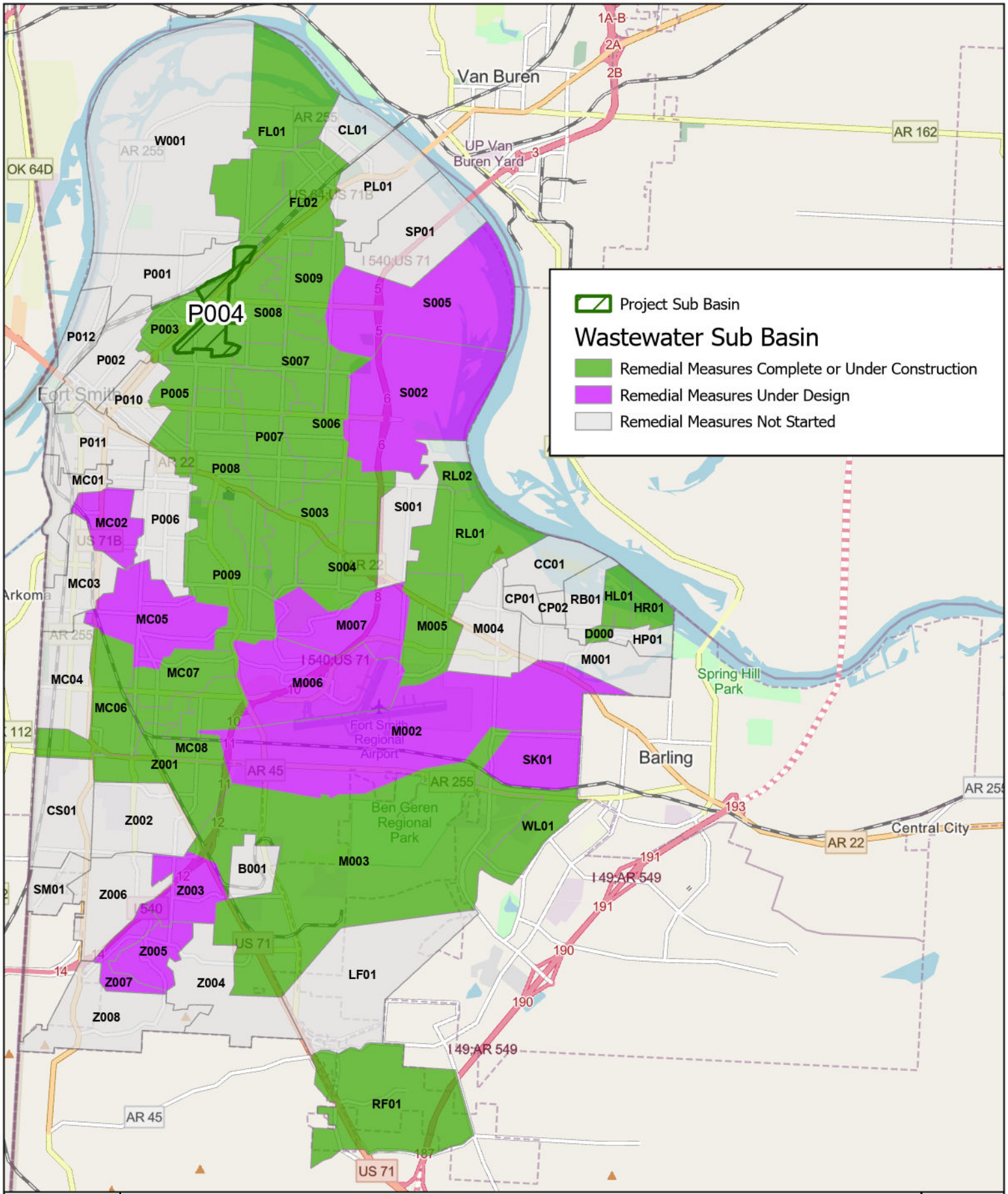
$500,000,000 per year (2027, 2029, 2031, 2033, 2035, 2036)



CD 1.7 Basin FL02 Capacity Improvements

(5-Year LOS in EJ Area) (Construction)

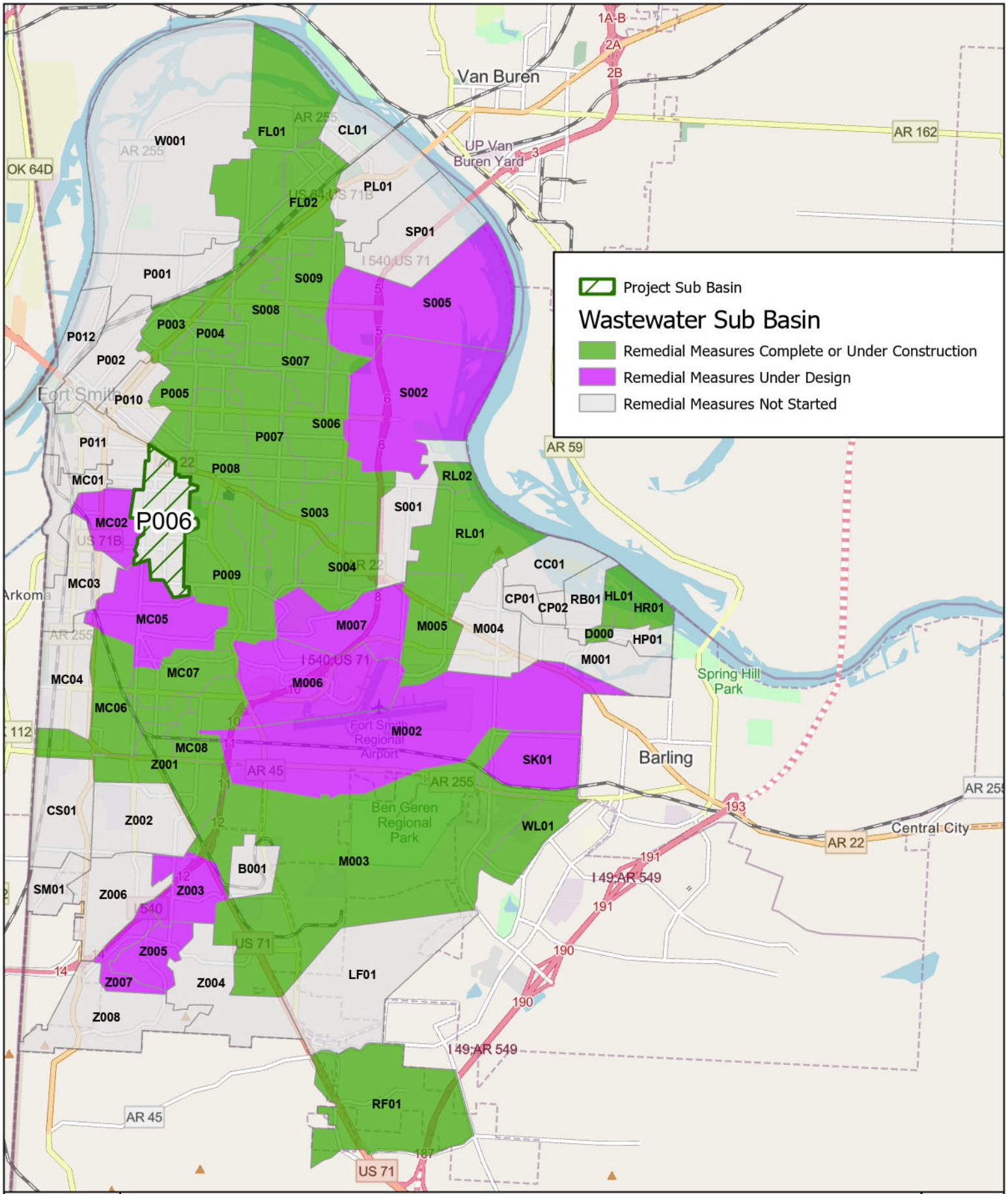
Construction: $6,000,000 per year (2027, 2028)



CD 1.8 Basin P004 Capacity Improvements

(5-Year LOS in EJ Area) (Design & Construction)

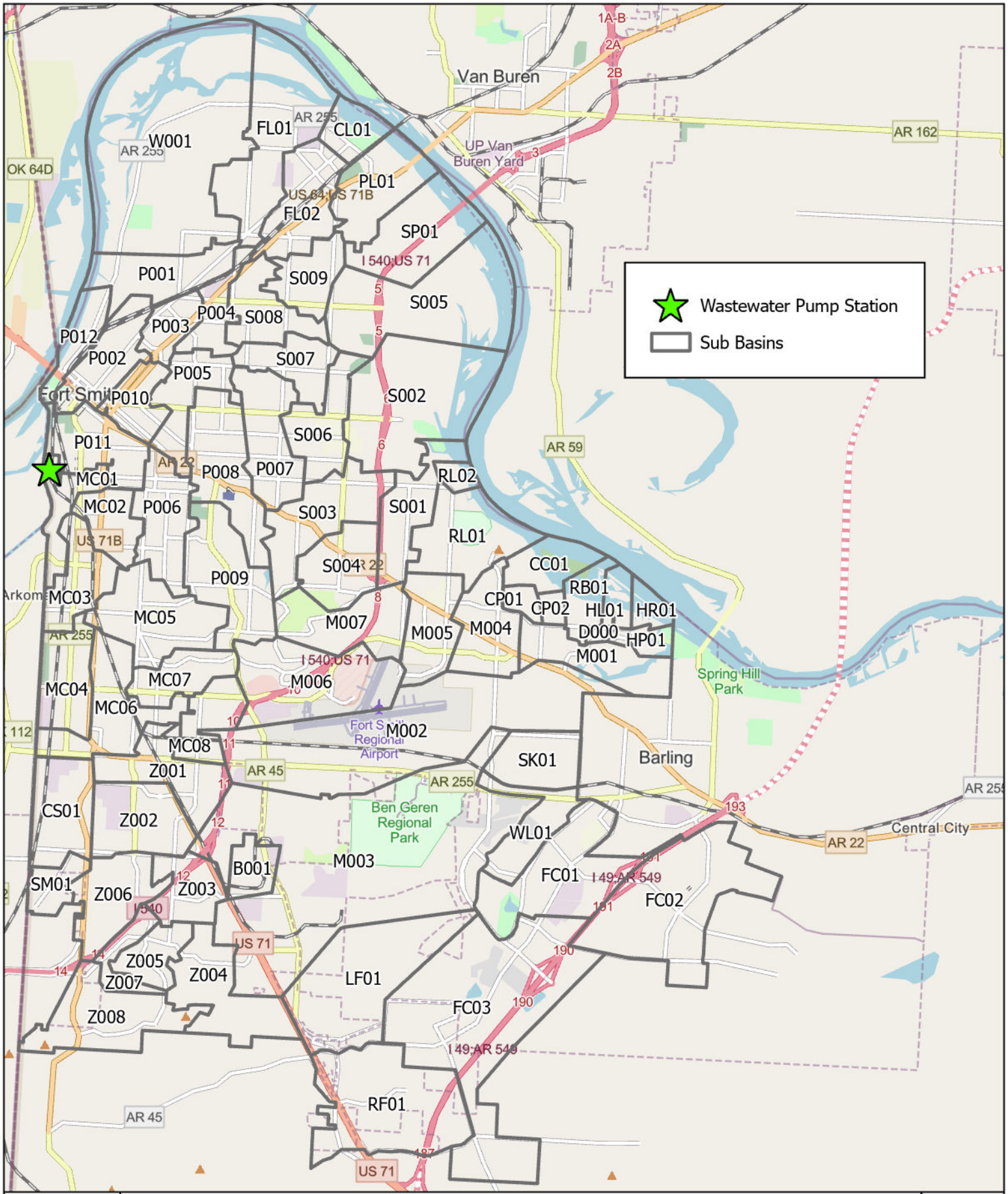
Design: $300,000 (2027) - Construction: $3,000,000 (2028)



CD 1.9 Basin 12 Capacity Improvements Phase II

(5-Year LOS in EJ Area) (Design & Construction)

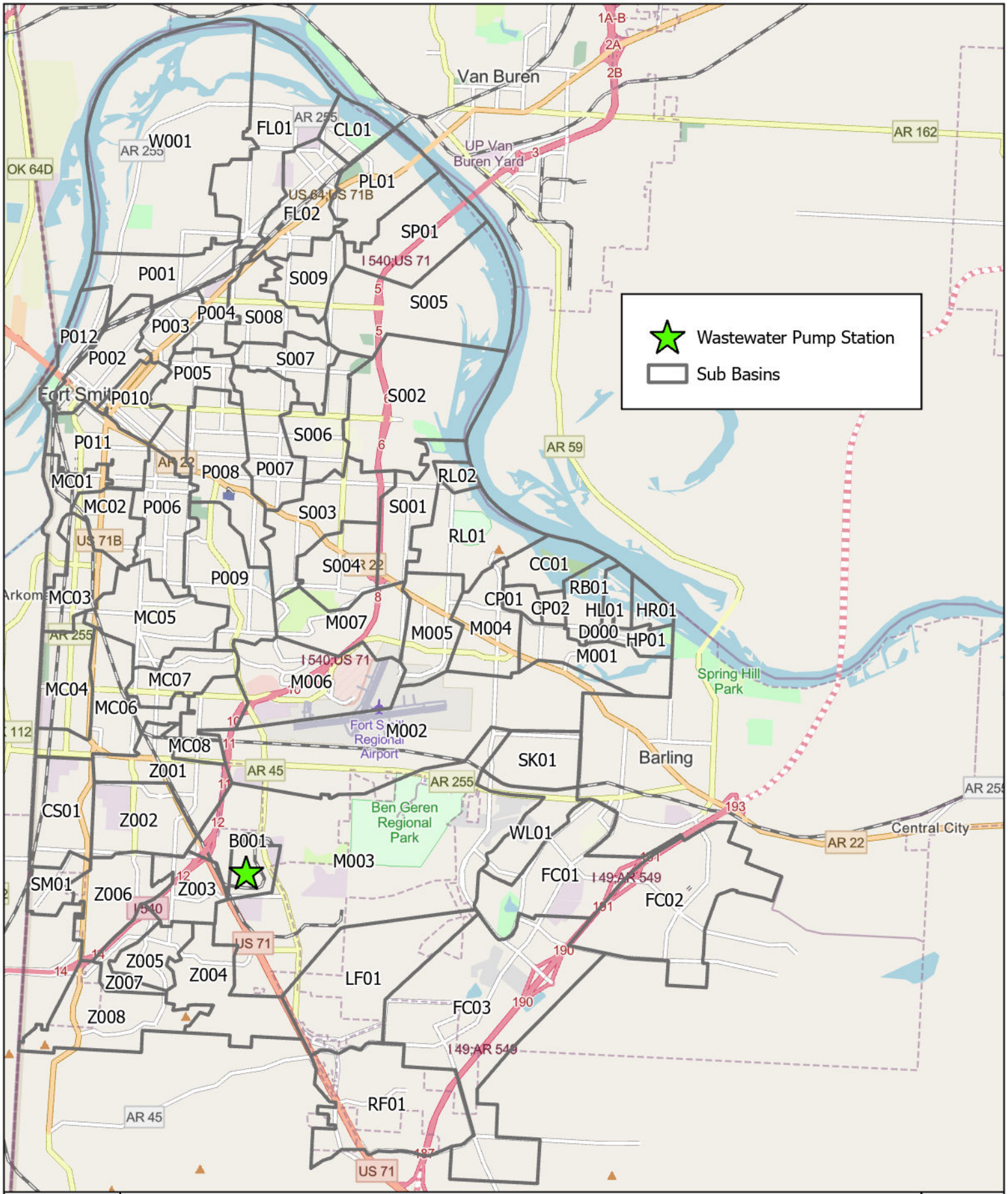
Design: $400,000 (2035) - Construction: $4,000,000 (2036)



CD 2.1 South 4th and "I" Street Pump Station #9

Design / Construction

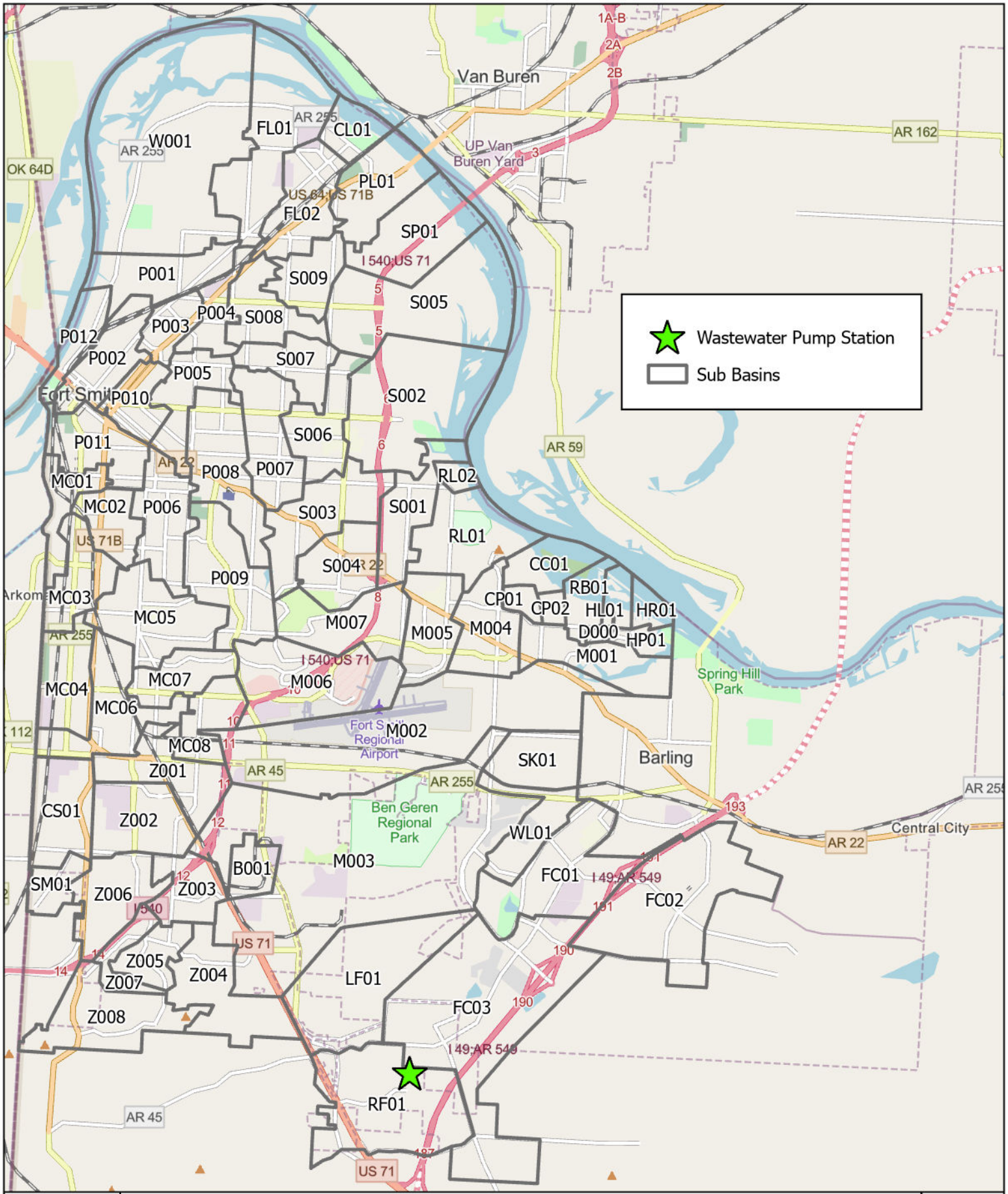
Design: $74,000 (2027) - Construction $1,000,000 (2028)



CD 2.2 Ball Road Pump Station #18

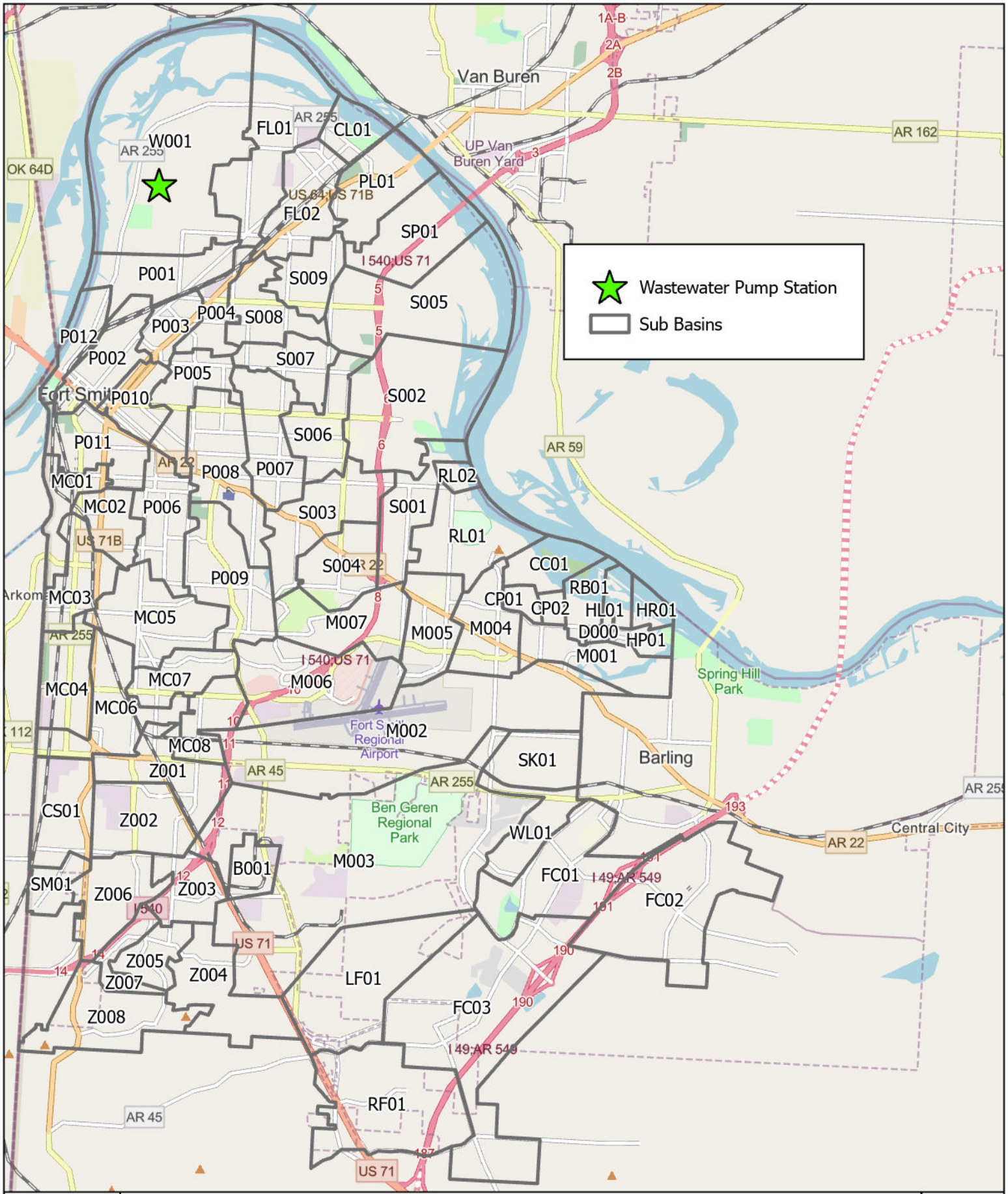
Design / Construction

Design: $400,000 (2030) - Construction $4,000,000 (2031)



CD 2.3 Riley Farms Pump Station #22 Upgrades

$500,000 (2029)



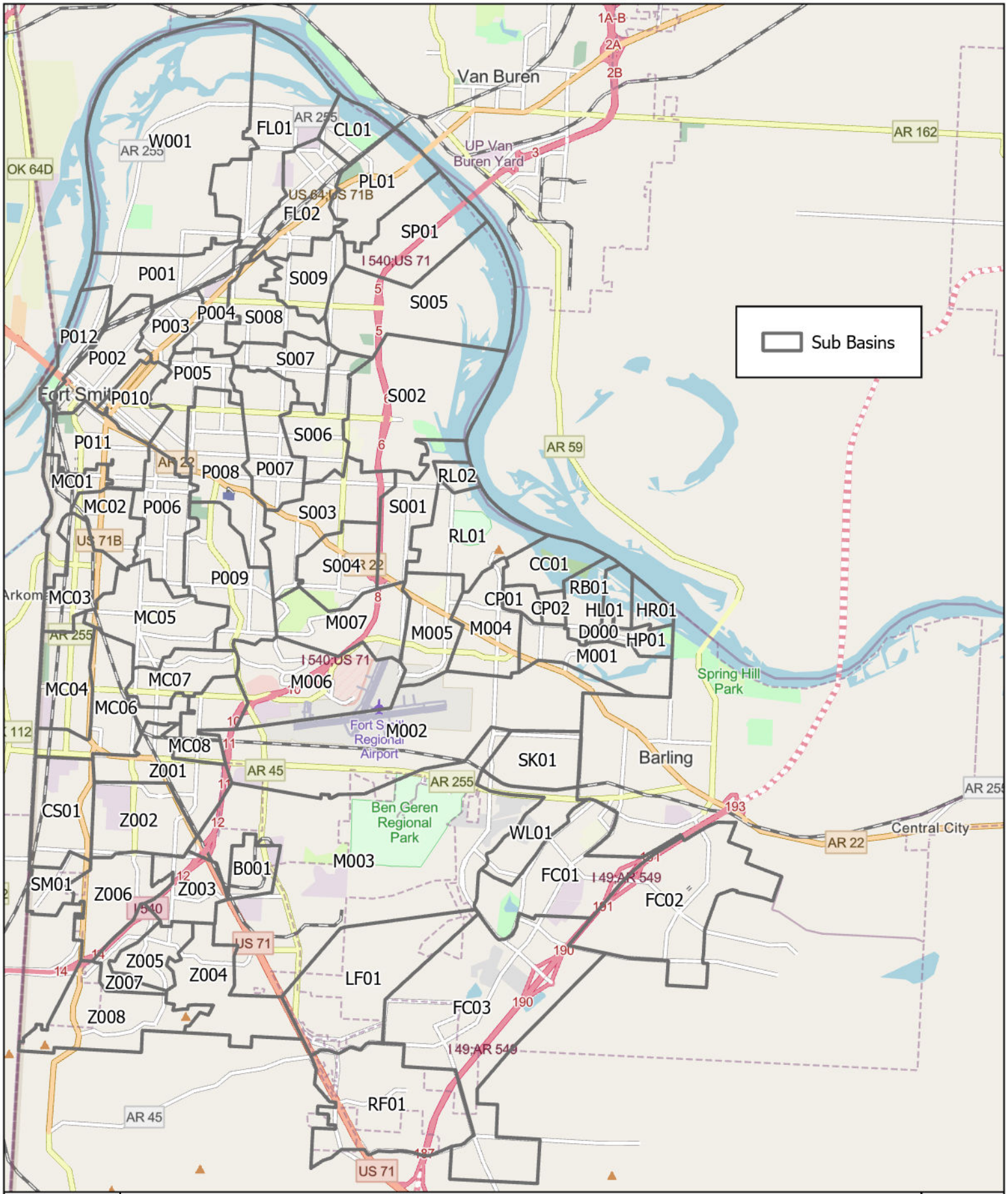
CD 2.4 Walnut Street Pump Station #5 Rehabilitation

$6,000,000 per year (2030, 2031)



CD 3.1 Continuing SSA Work - Assessment

$1,500,000 per year (2029 - 2036)



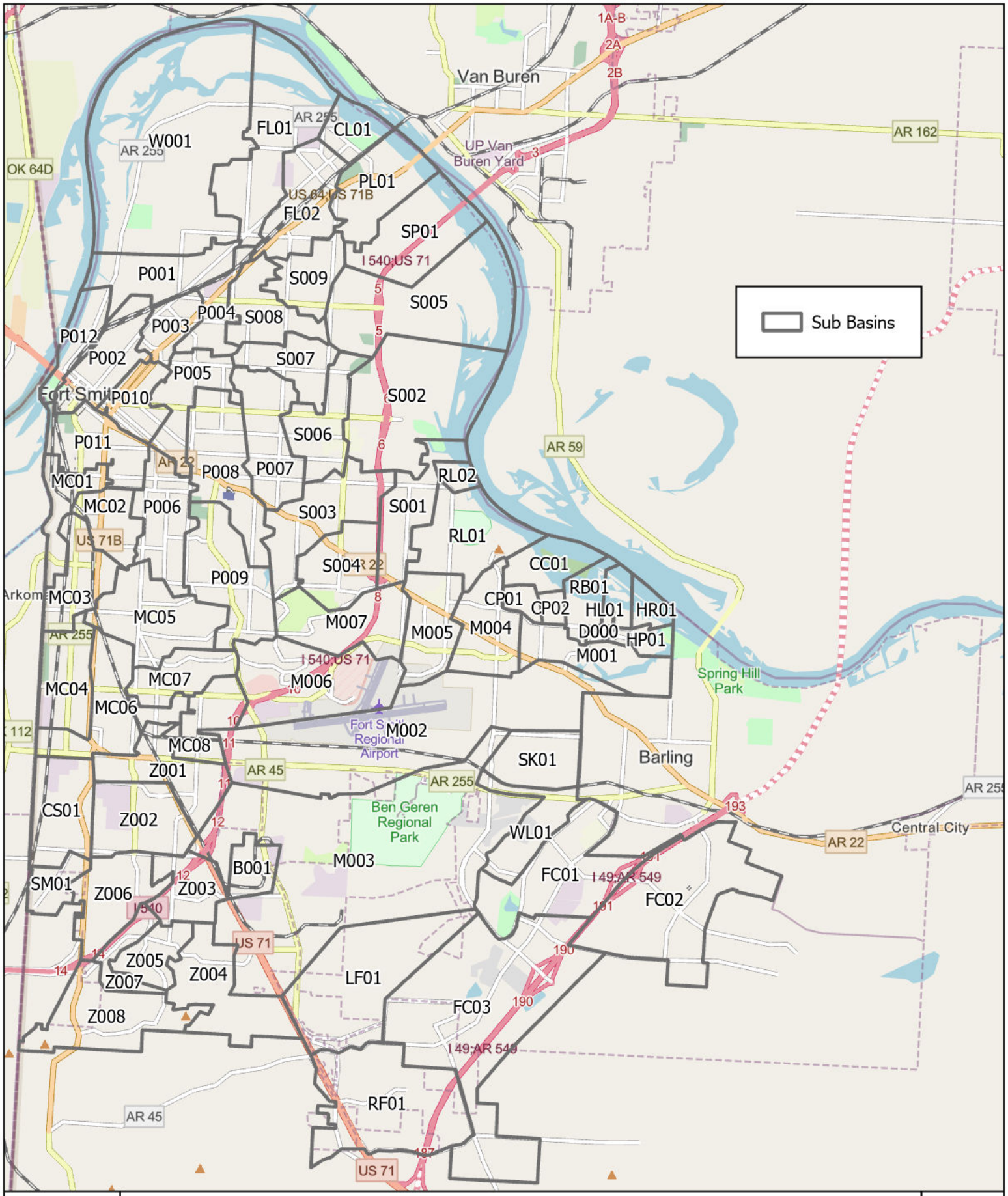
CD 3.2 Continuing SSA Work - Remedial Measures (Design)

$300,000 per year (2030 - 2036)



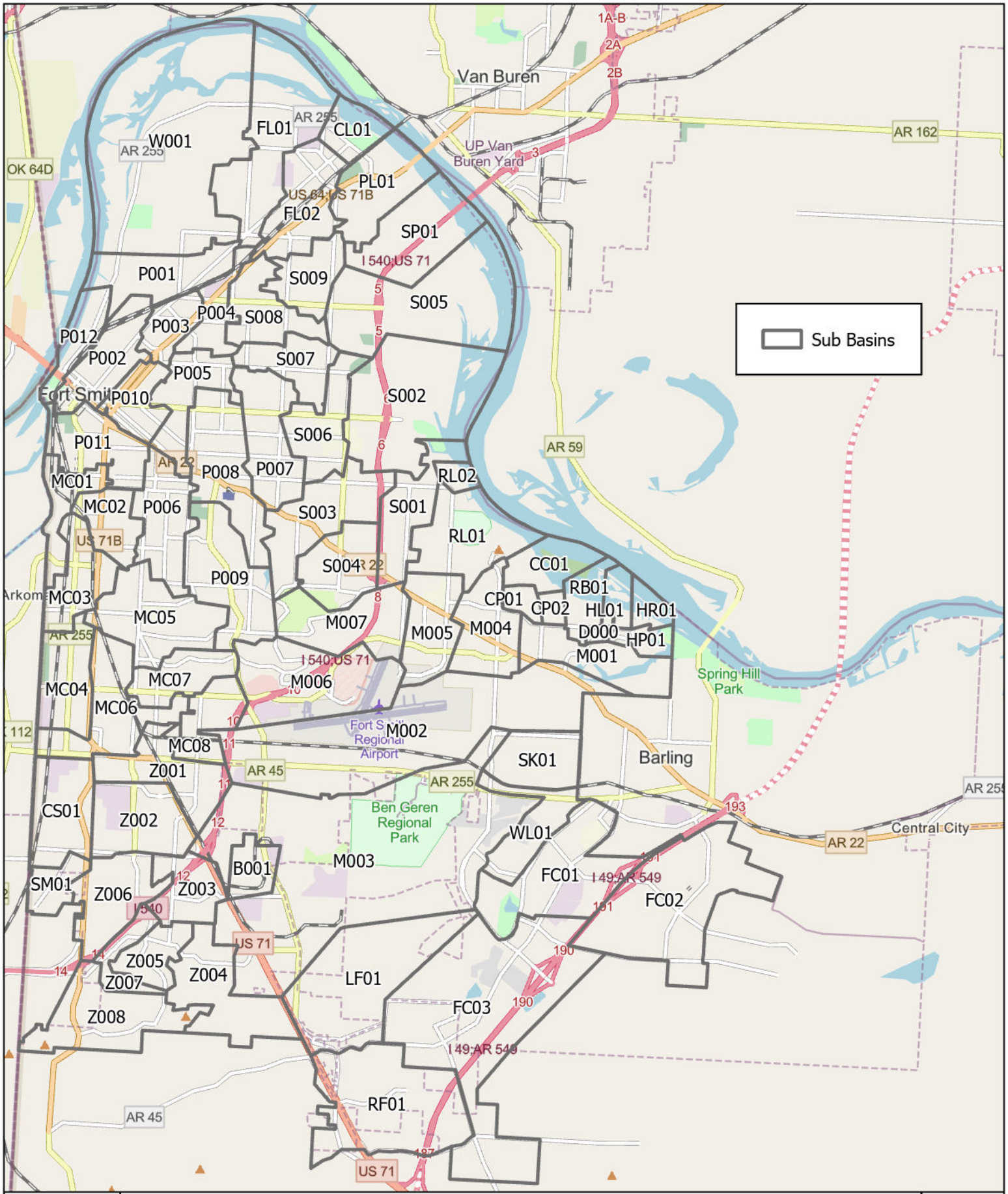
CD 3.3 Continuing SSA Work - Remedial Measures (Construction)

$3,000,000 per year (2031 - 2036)



CD 3.4 Contract Sewer Line / Televising / CIPP

$2,500,000 per year (2027 - 2036)



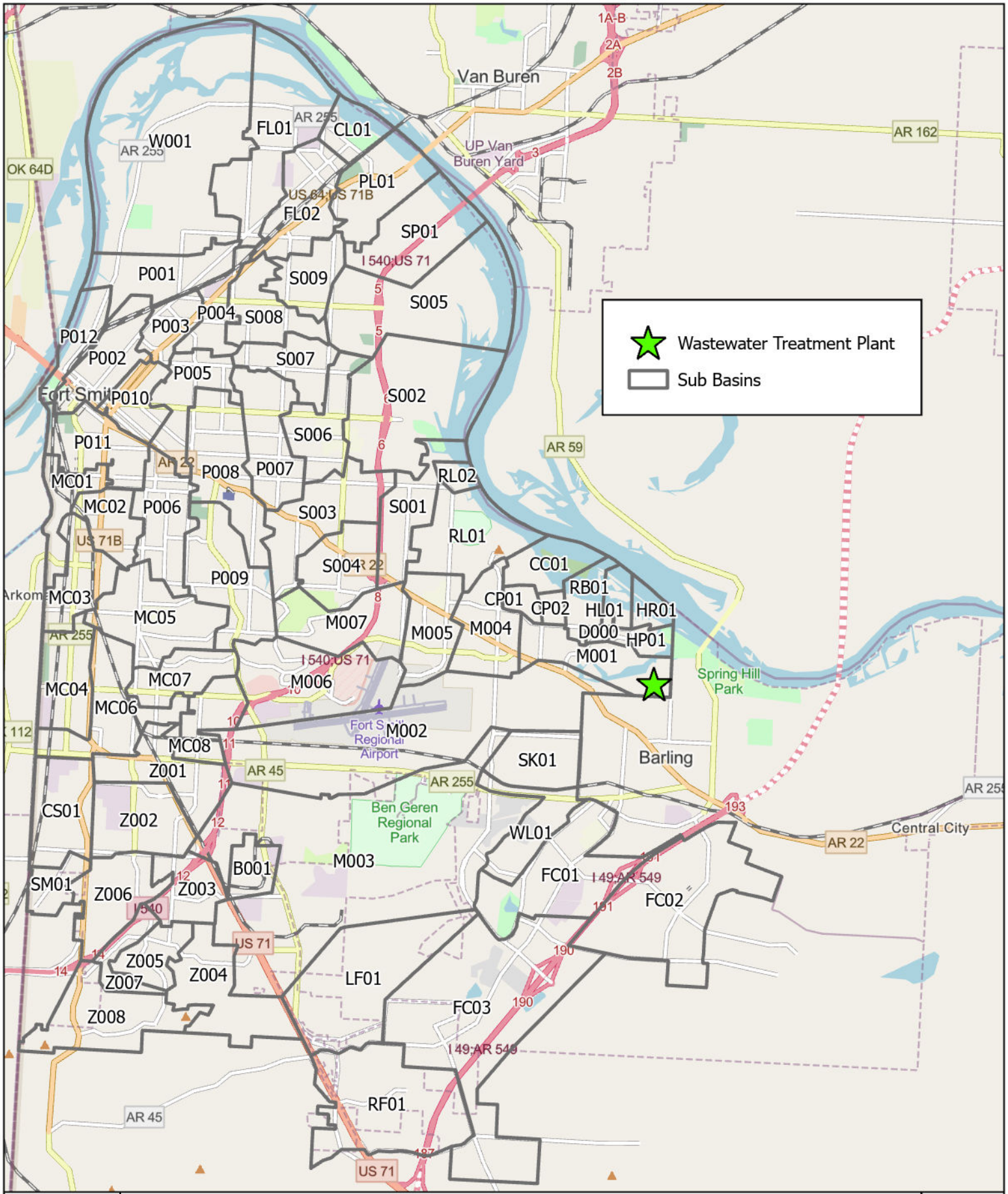
CD 3.5 Continuing Pump Station & Force Main Evaluation

$1,500,000 (2028) - $2,000,000 (2033)



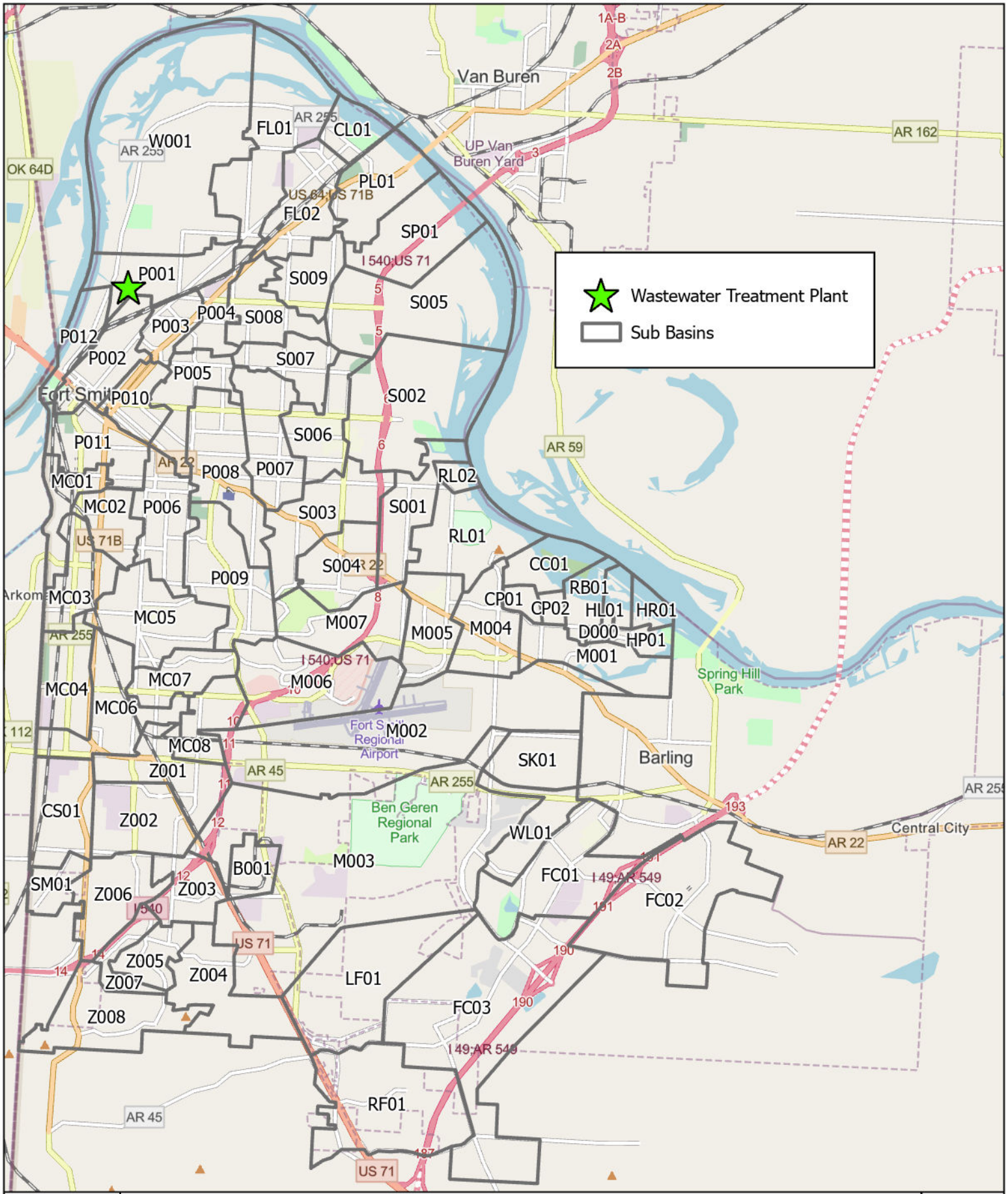
CD 3.6 Continuing Capacity Assurance Evaluation

$1,500,000 (2029) - $2,000,000 (2034)



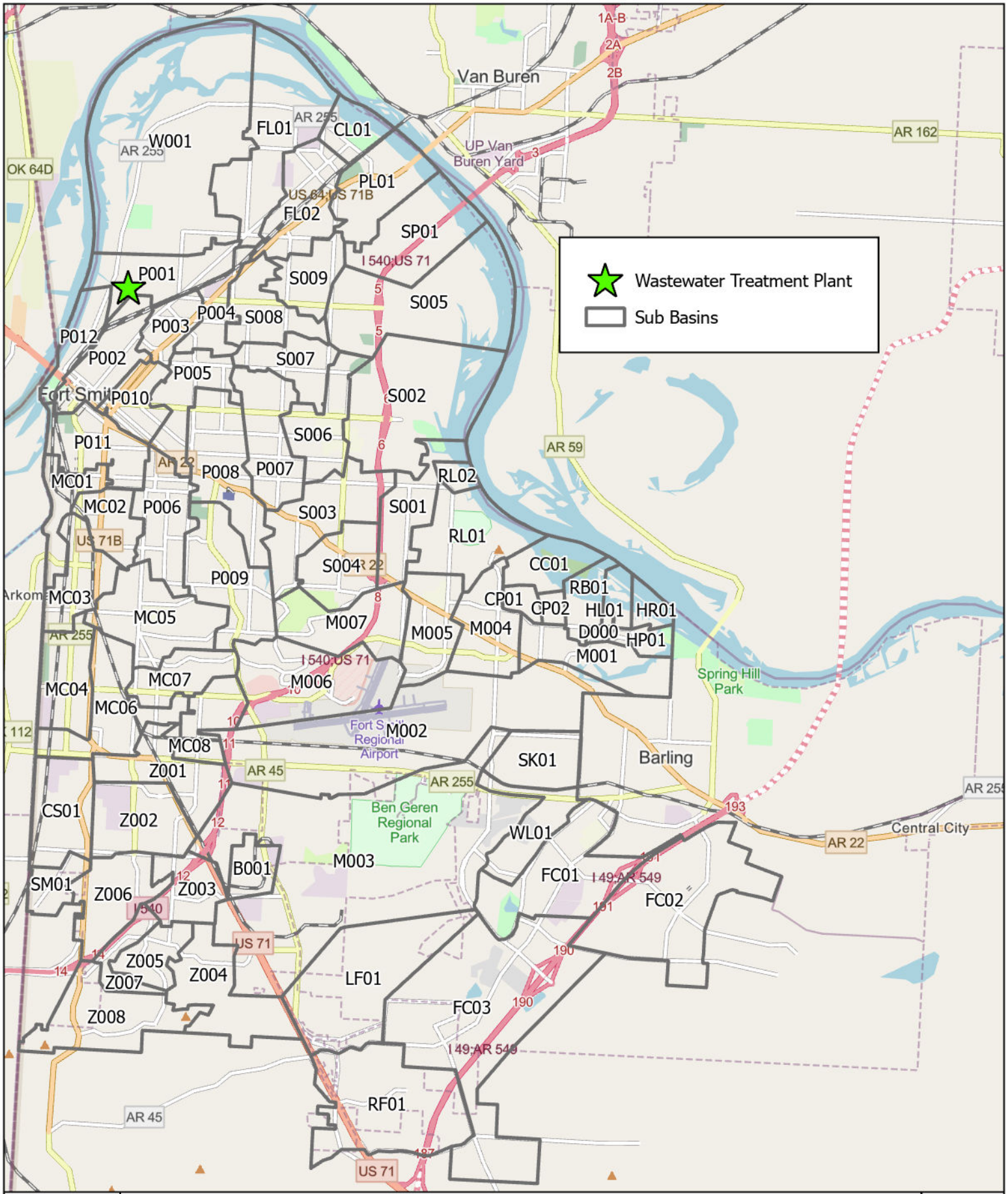
Non-CD 1.1 Massard Wastewater Treatment Plant Capacity Upgrade

$37,500,000 per year (2027, 2028) $70,000,000 (2029)



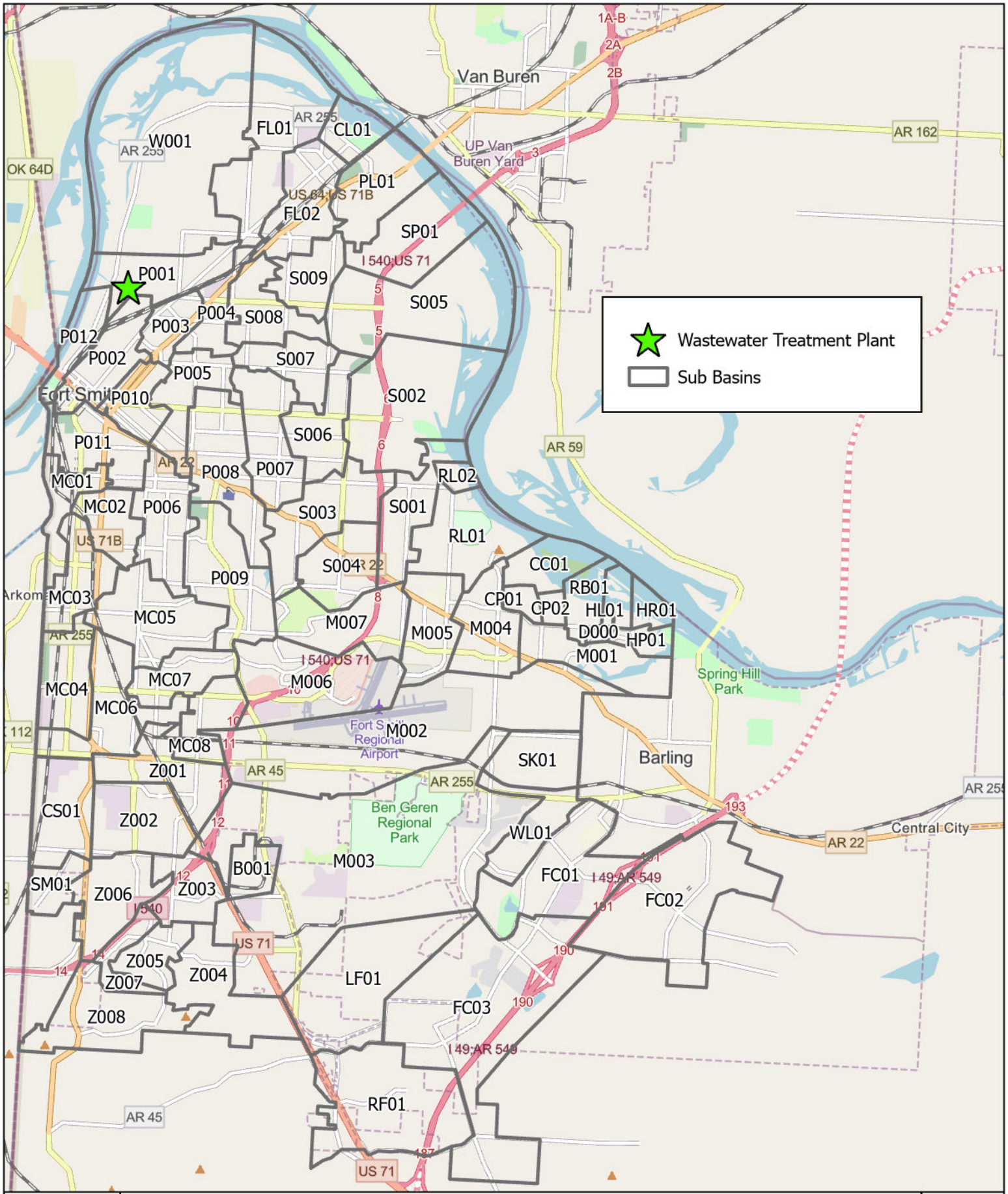
Non-CD 1.2 P Street Plant Optimization Study

$1,100,000 per year (2030, 2031)



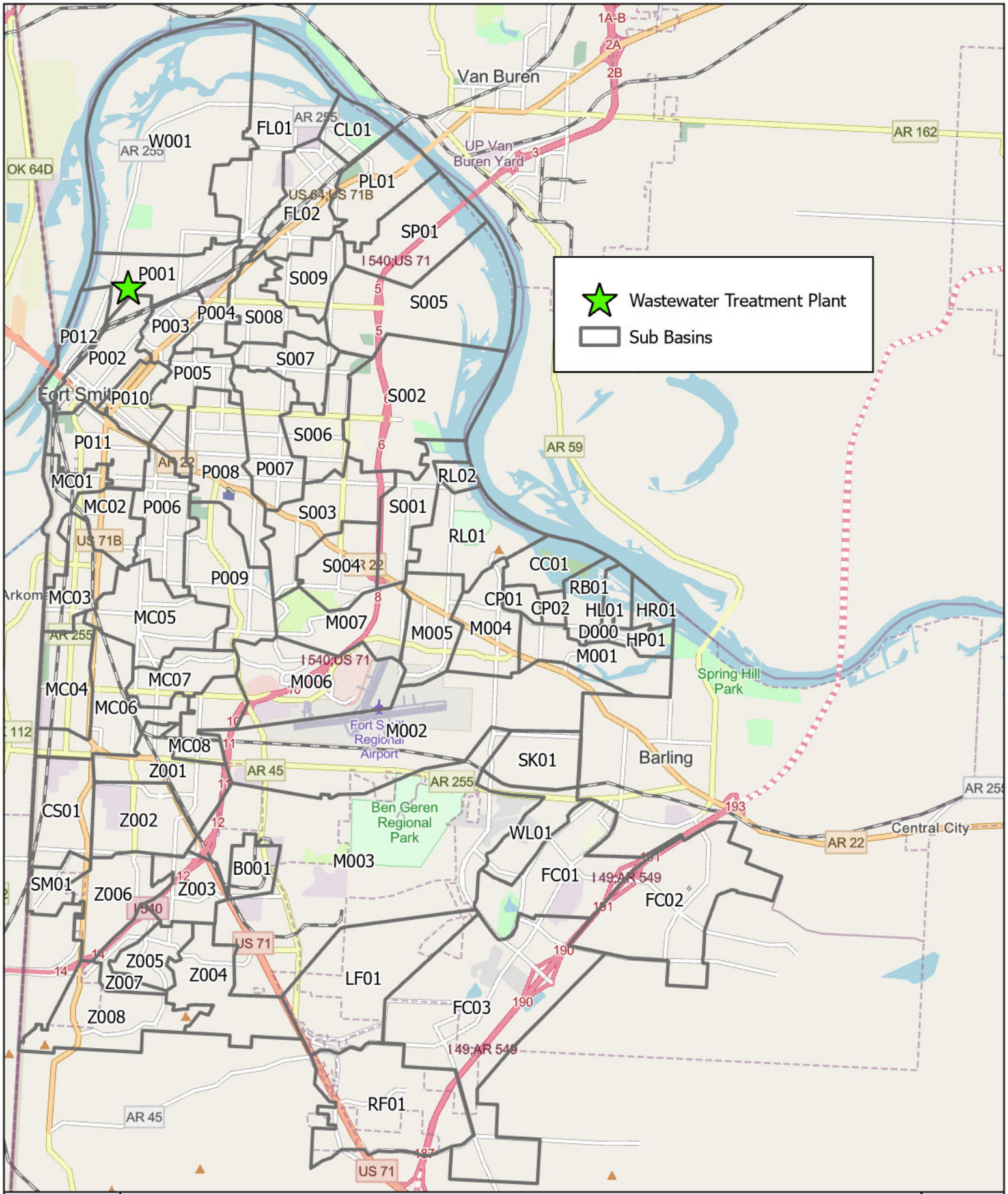
Non-CD 1.3 P Street Mechanical Mixer

$180,000 (2032)



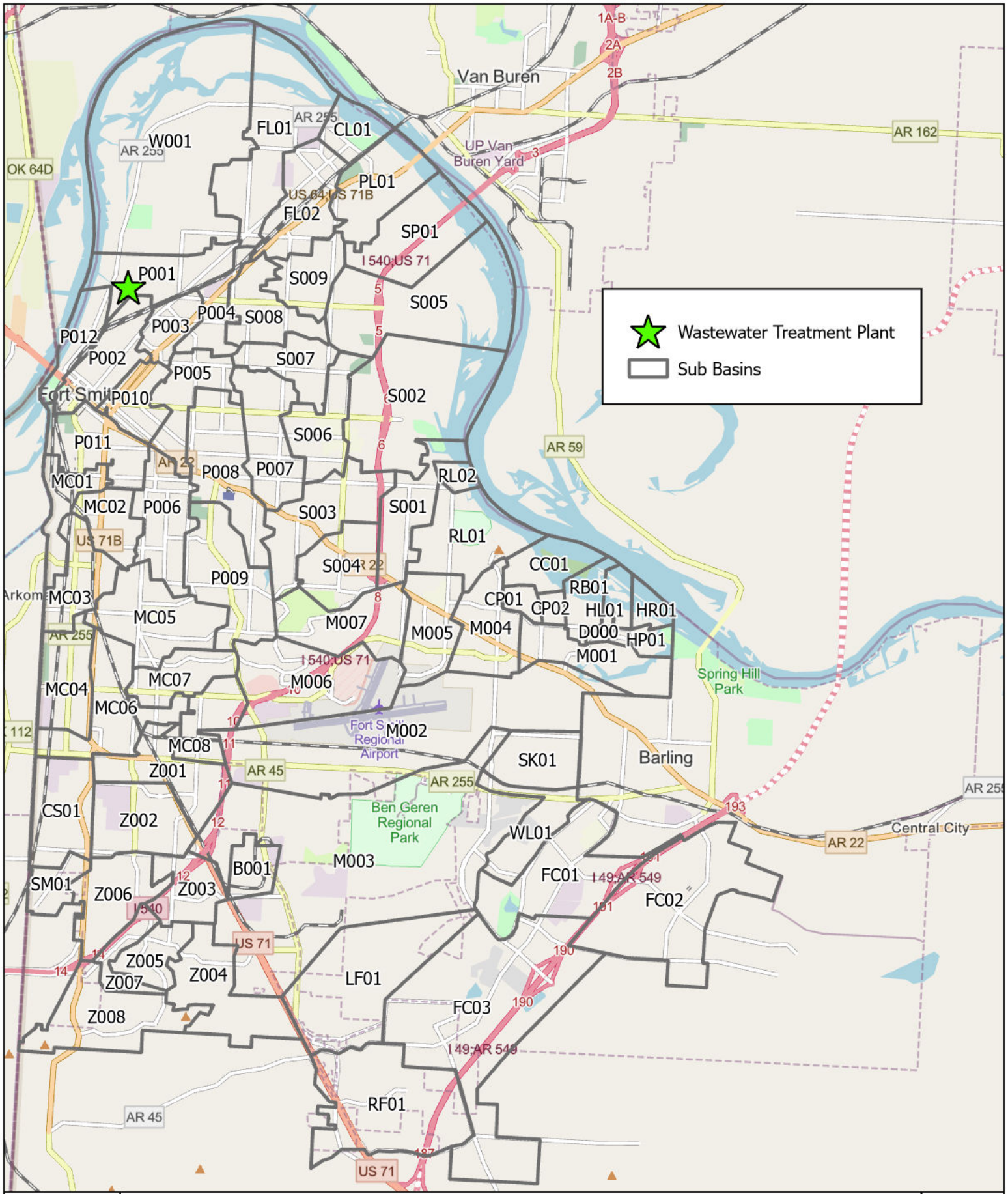
Non-CD 1.4 P Street Tractor Shed

$28,800 (2028)



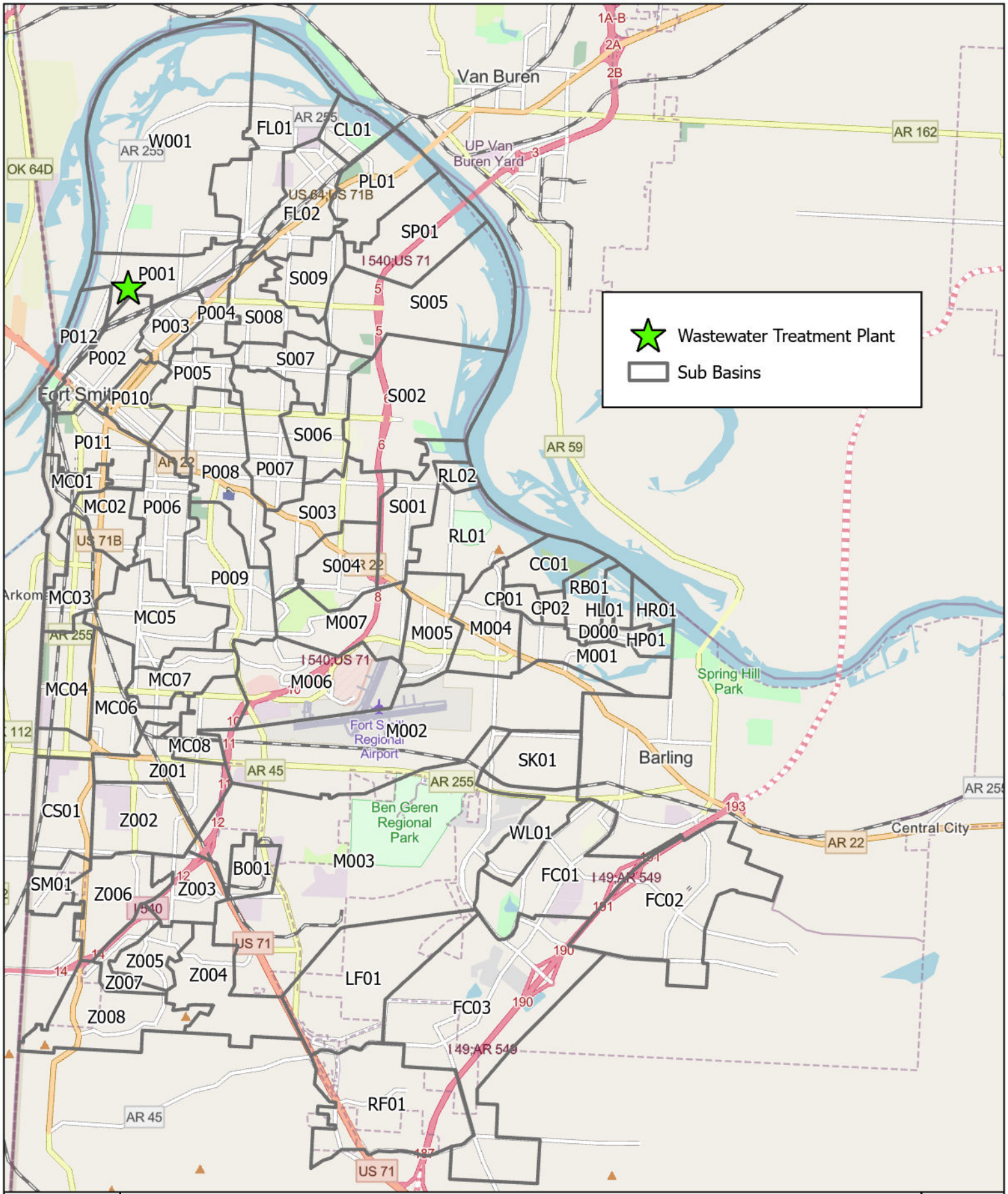
Non-CD 1.5 Automated Compliance Sampling (P Street & Massard Plants)

$30,000 (2032) - $366,000 (2033)



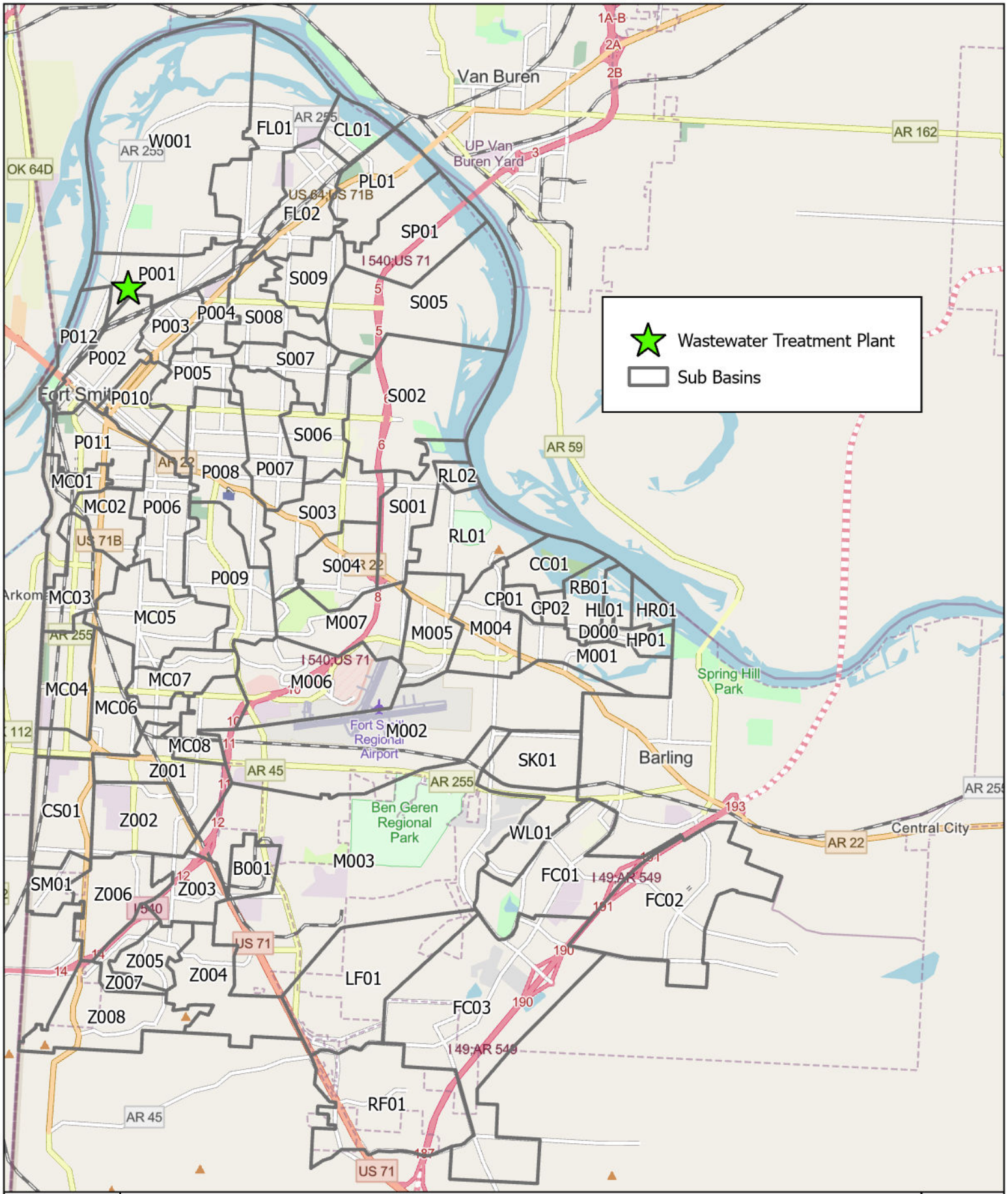
Non-CD 1.6 P Street RAS PS Rehab

$800,000 (2027)



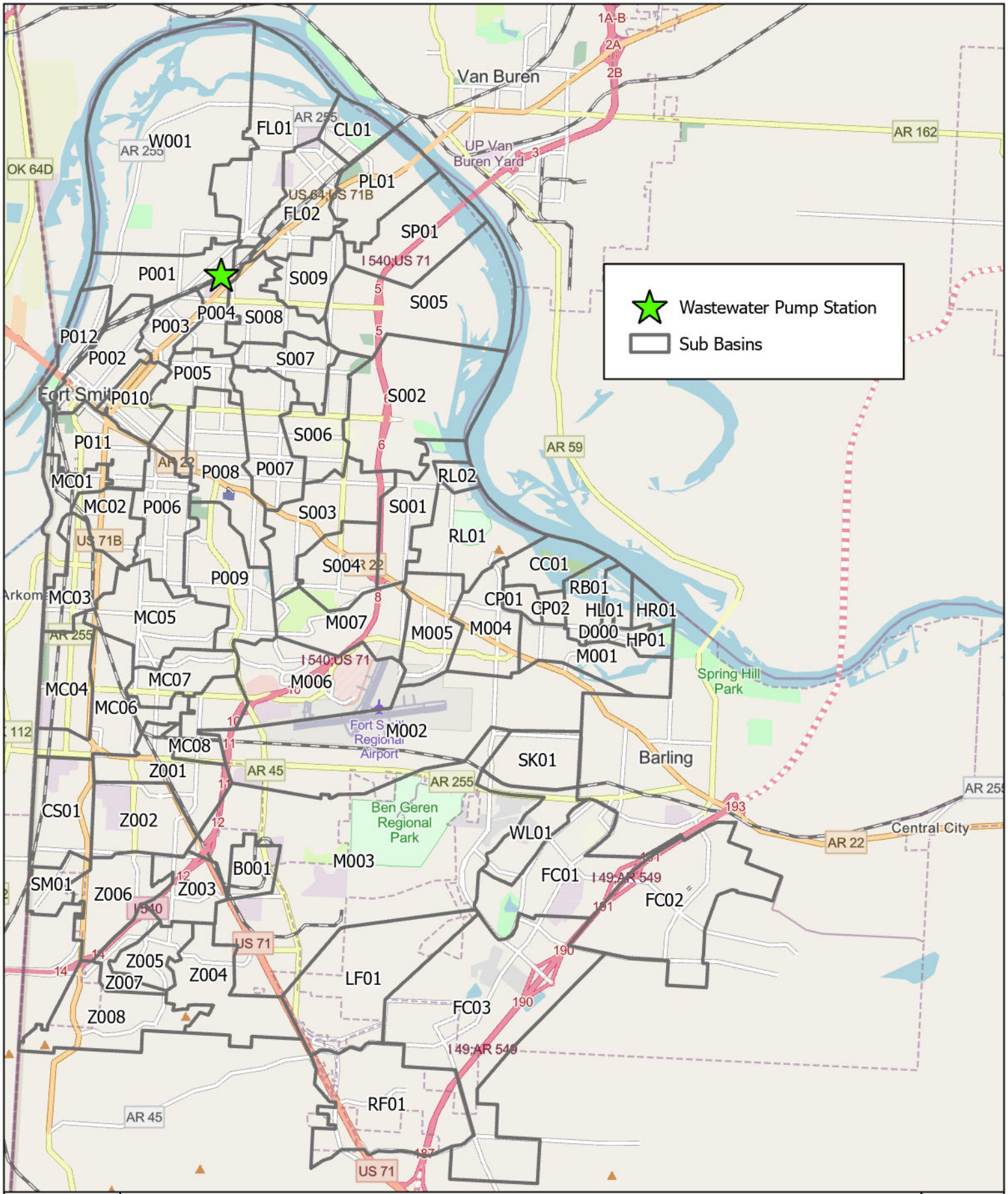
Non-CD 1.7 P Street Mixed Liquor PS Upgrade

$400,000 (2028)



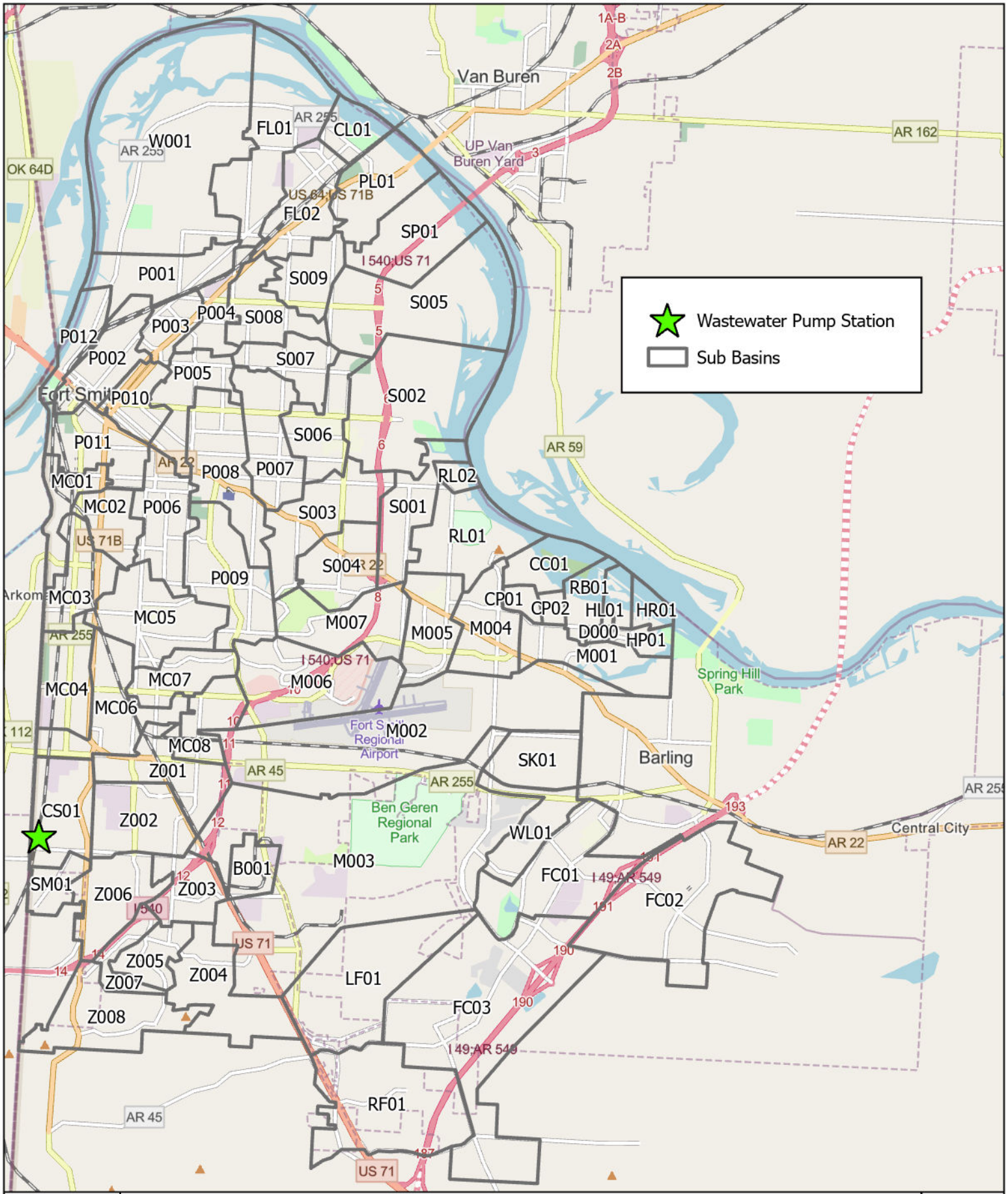
Non-CD 1.8 P Street Plant Blower System

$2,940,000 (2029)



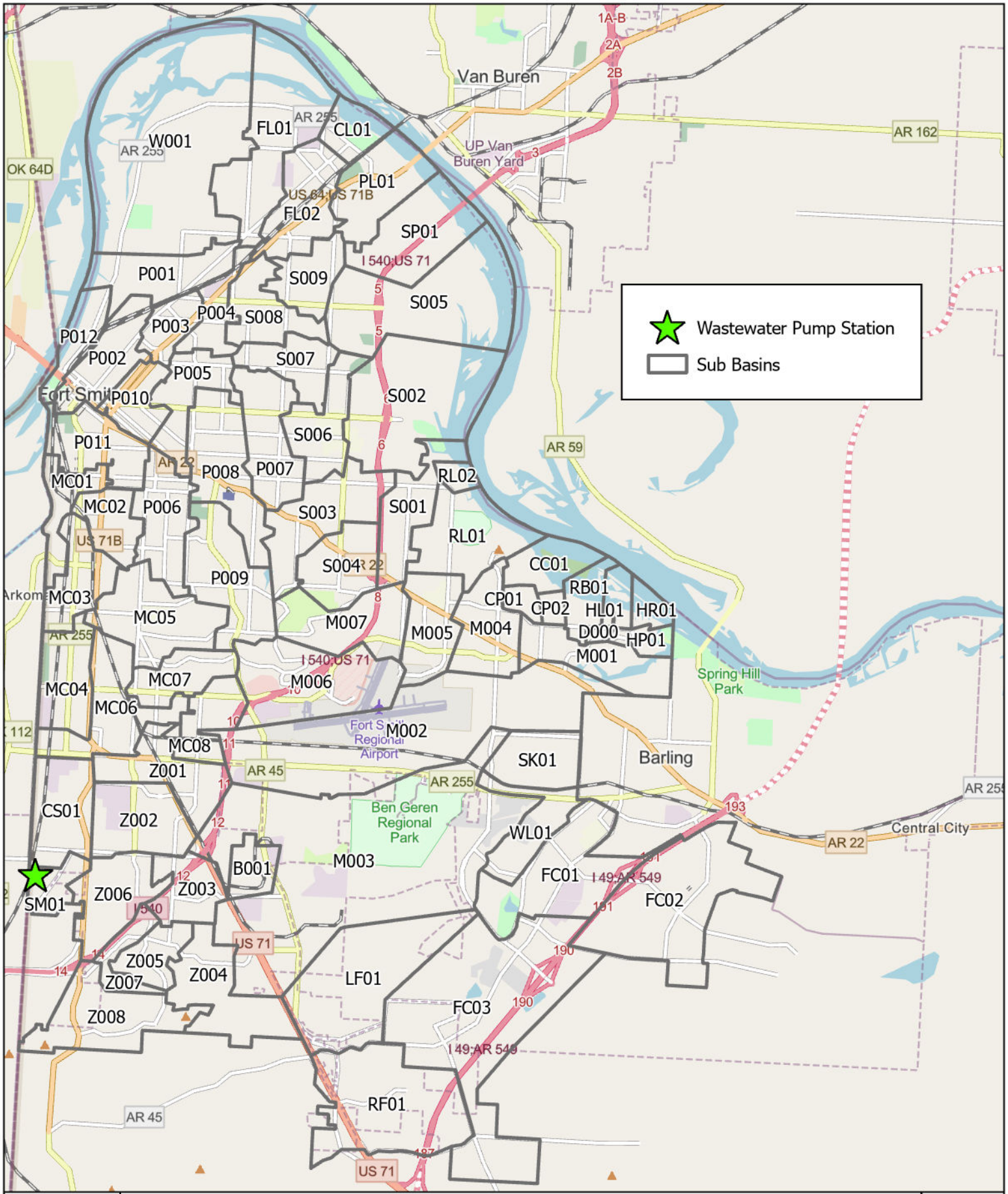
Non-CD 2.1 North Pointe Pump Station #27 Upgrades

$180,000 (2027)



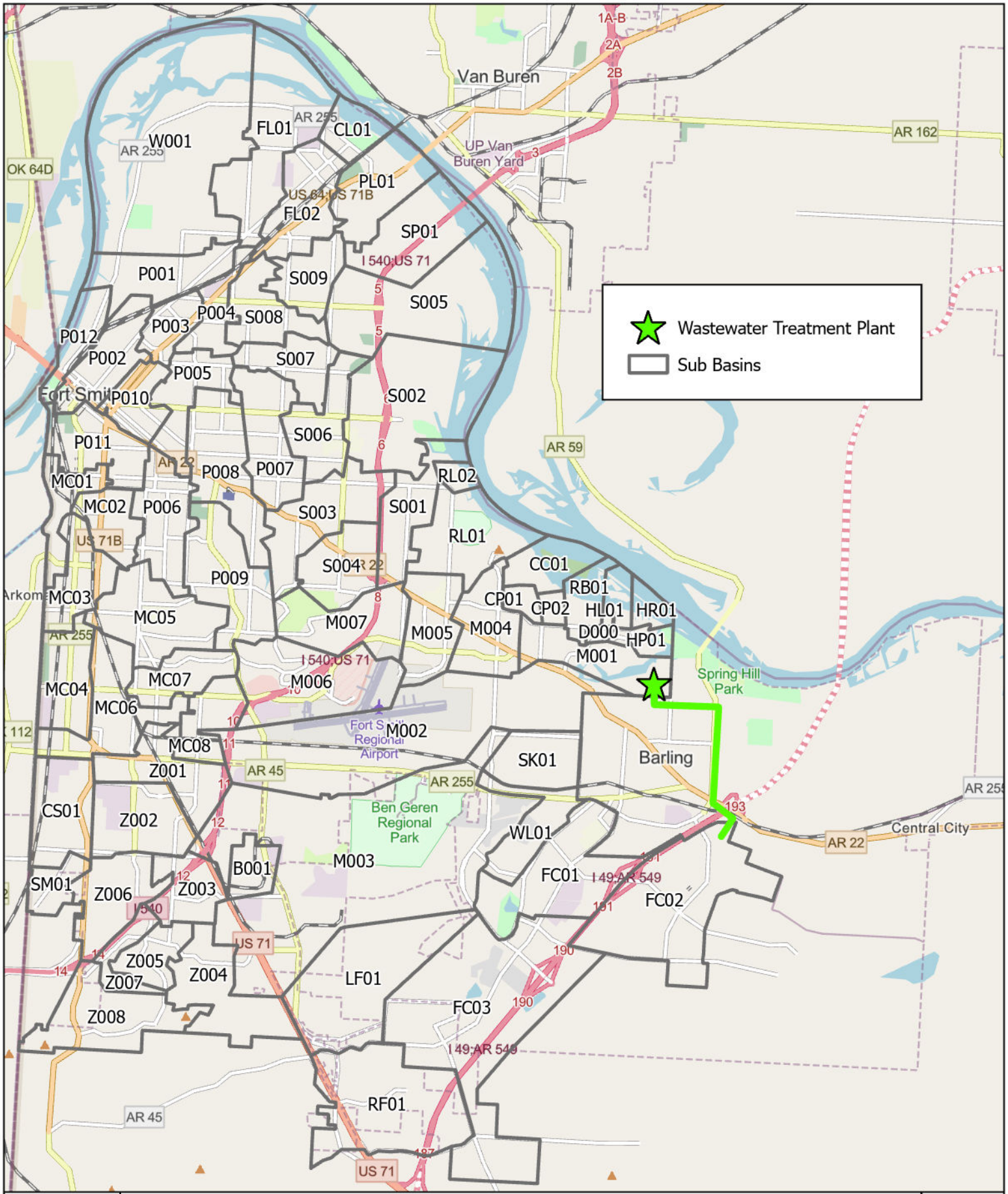
Non-CD 2.2 Candlestick Pump Station #19 Upgrades

Repairs: $110,000 (2029) - Upgrades: $1,100,00 per year (2030, 2031)



Non-CD 2.3 South Field Pump Station #26 Upgrades

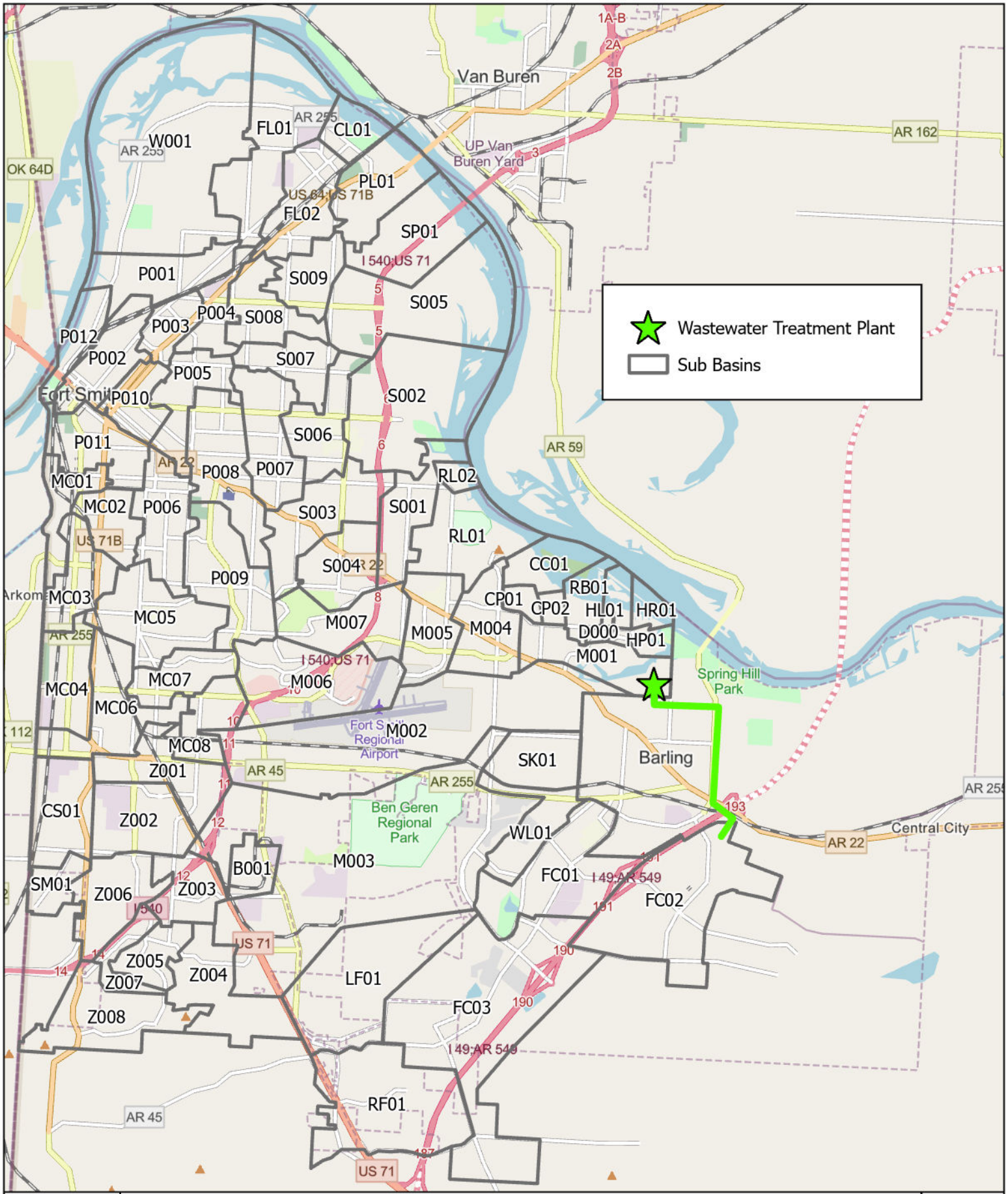
$2,000,000 (2029)



Non-CD 2.4 Chaffee Crossing Force Main

Route Selection & Easement Aqusition

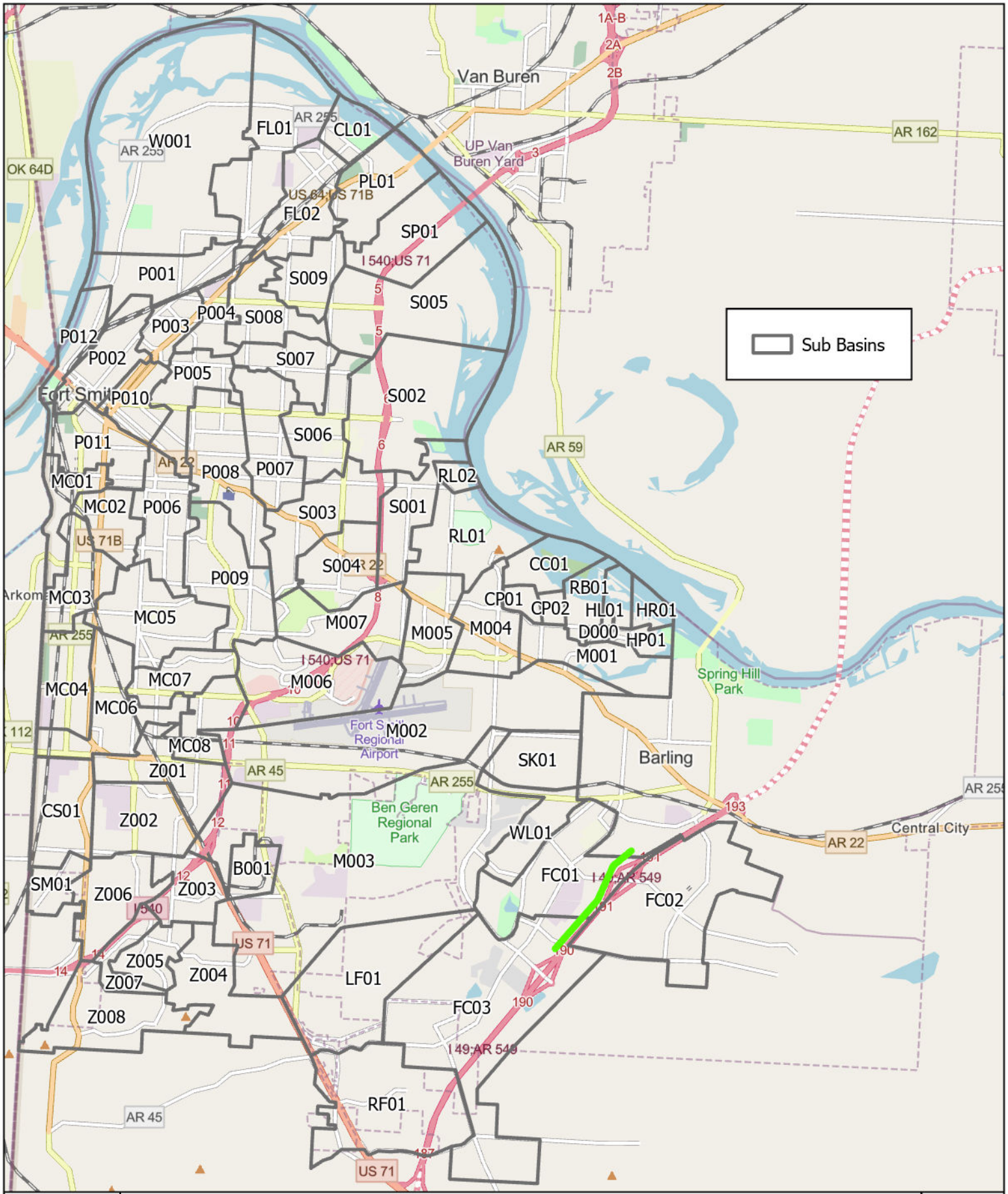
$1,500,000 per year (2027)



Non-CD 2.5 Sewer Station & Force Main Chaffee Crossing

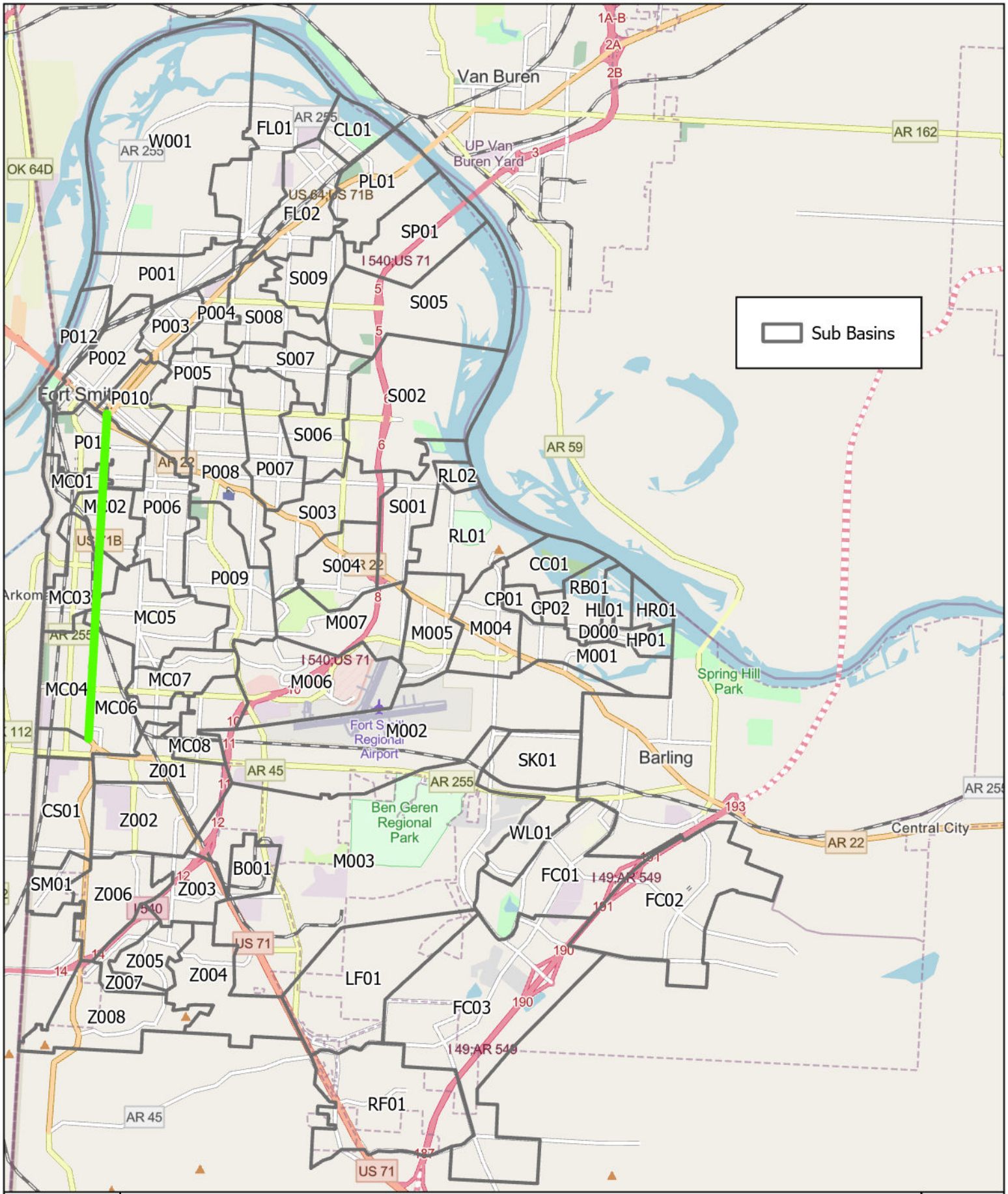
Design / Construction

$6,700,000 per year (2032, 2033)



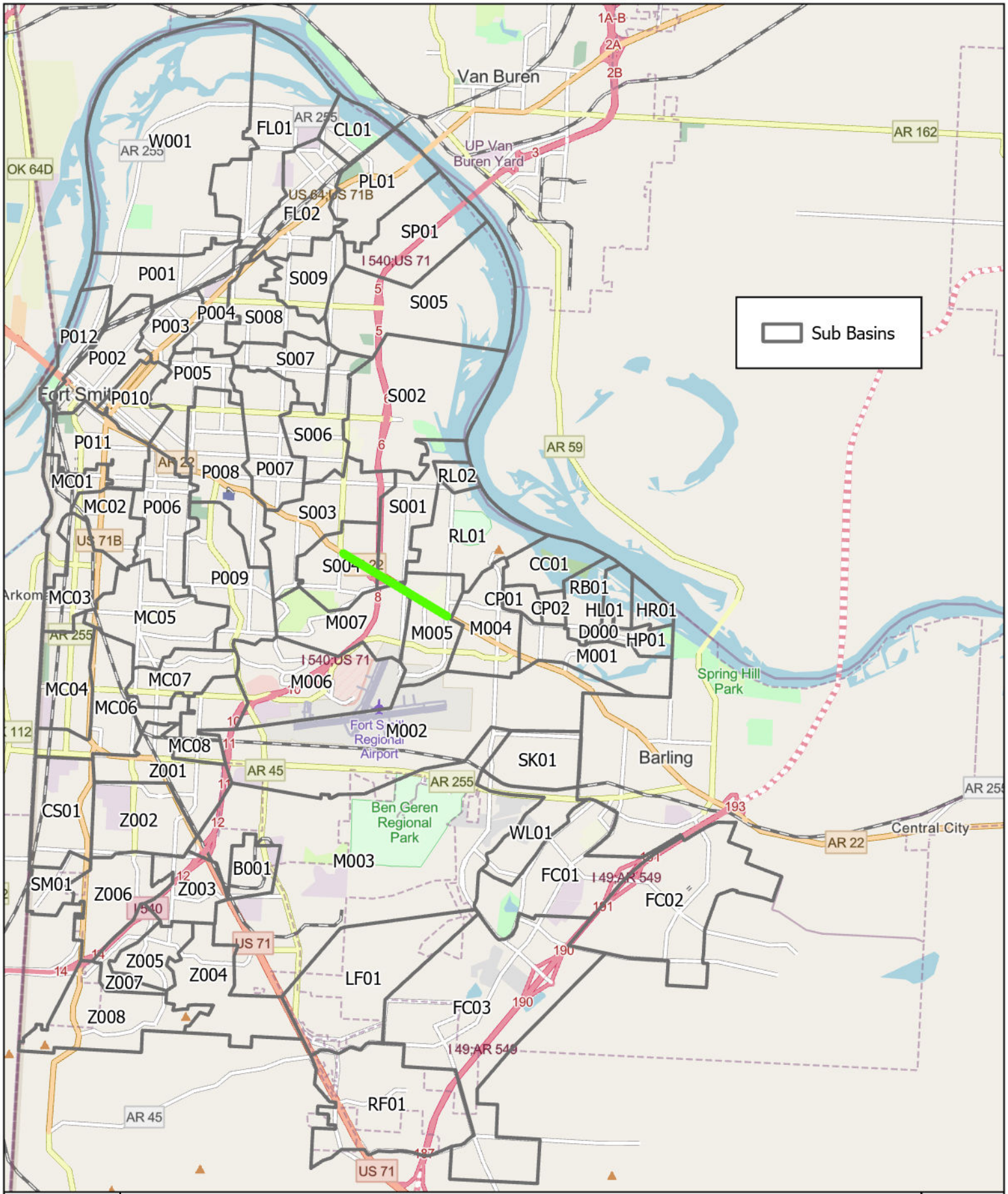
Non-CD 2.5 Sewer Station & Force Main Roberts Blvd Design / Construction

$2,400,000 per year (2032, 2033)



Non-CD 3.1 Towson Ave. Sewer Line Relocation Project

$1,654,000 per year (2030, 2031)



Non-CD 3.2 Rogers Ave. Sewer Line Relocation Project

$3,500,000 per year (2030, 2031)

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director

DATE: November 2, 2026

SUBJECT: CIP for Wastewater Systems Maintenance and Improvements (Consent Decree) 2027-2036

SUMMARY

The current Consent Decree ten-year CIP totals $69,130,000 for 2027. The CIP is based on the current required projects, and spreads several of the large projects over multiple years. The estimated total for the 2027-2036 Consent Decree Wastewater CIP $514,780,000. Funding source for the Consent Decree CIP is the 2025 Sales & Use Tax Bonds. The priority of the Consent Decree CIP Plan still remains meeting the required Consent Decree milestones for completion by June 30, 2038, the new transmission line, and the Massard Treatment Plant upgrades.

Funding detail for the Consent Decree was provided by Andy Richards, CFO, he will be available to speak directly to funding questions the Board may have.

Please contact me should you or member of the Board if you have any questions or desire additional information.

ATTACHMENTS

1. 11-10-26 Item ID 3242 Consent Decree CIP.pdf
2. 11-10-26 Item ID 3242 Consent Decree and Non CD WW Location Maps.pdf

City of Fort Smith

Engineering Department's Ten Year Capital Improvement Program for Wastewater Consent Decree (2027 - 2036)
In compliance with Consent Decree Milestones for Completion by June 30, 2038

	Description	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure	Estimated 2036 Expenditure
	Consent Decree Sewer Line Projects										
1.1	Consent Decree Program Management	$ 2,256,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000
1.2	Massard Wastewater Pump Station & Wet Weather Treatment (Construction) (Package B from Massard Master Plan)	$ 37,500,000	$ 37,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.3	50,000 Feet & 250 Manholes: SSA Remedial Repairs/Replacement (Design)	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ -
1.4	50,000 Feet & 250 Manholes: SSA Remedial Repairs/Replacement (Construction)	$ 13,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000
1.5	Basin 12 Remedial Measures Phase 4-9 (Design)	$ -	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ 500,000	$ -
1.6	Basin 12 Remedial Measures Phase 4-9 (Construction)	$ 5,000,000		$ 5,000,000	$ -	$ 5,000,000	$ -	$ 5,000,000	$ -	$ 5,000,000	$ 5,000,000
1.7	Basin FL02 Capacity Improvements (5-Year LOS in EJ Area)(Construction)	$ 6,000,000	$ 6,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.8	Basin P004 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	$ 300,000	$ 3,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.9	Basin 12 Capacity Improvements Phase II (5-Year LOS in EJ Area)(Design & Construction)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,000	$ 4,000,000
	Consent Decrees Pump Station Projects										
2.1	South 4th and "I" Street Pump Station #9 Design/Construction	$ 74,000	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.2	Ball Road Pump Station #18 Design/Construction	$ -	$ -	$ -	$ 400,000	$ 4,000,000	$ -	$ -	$ -	$ -	$ -
2.3	Riley Farms Pump Station #22 Upgrades	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	Walnut Street Pump Station #5 Rehabilitation	$ -	$ -	$ -	$ 6,000,000	$ 6,000,000	$ -	$ -	$ -	$ -	$ -
	Continuing Capacity, Management, Operation and Maintenance (CMOM) Program										
3.1	Continuing SSA Work, assessment	$ -	$ -	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
3.2	Continuing SSA Work, Remedial Measures (Design)	$ -	$ -	$ -	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000
3.3	Continuing SSA Work, Remedial Measures (Construction)	$ -	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
3.4	Contract Sewer Line/Televising/CIPP	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
3.5	Continuing Pump Station & Force Main Evaluation	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 2,000,000	$ -	$ -	$ -
3.6	Continuing Capacity Assurance Evaluation	$ -	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 2,000,000	$ -	$ -

	Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Total Consent Decree	$ 69,130,000	$ 84,250,000	$ 43,250,000	$ 43,450,000	$ 54,550,000	$ 40,050,000	$ 46,550,000	$ 42,050,000	$ 45,450,000	$ 46,050,000

Rev 11/2/2026

CITY OF FORT SMITH

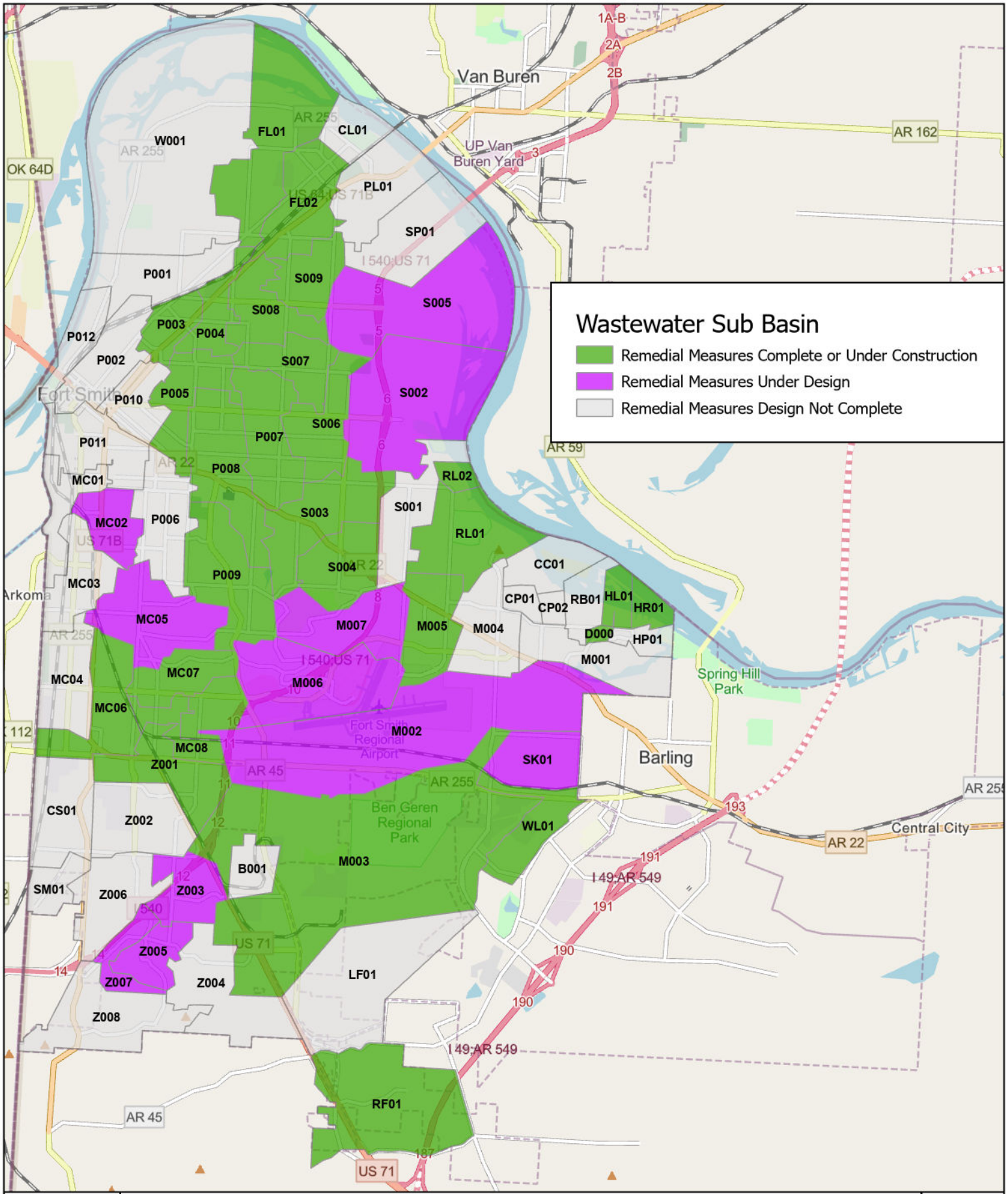
Engineering Department's Ten Year Capital Improvement Program for Wastewater (2026 - 2037)

	2026*	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Beginning Balance	**$ 131,995,093**	**$ 71,213,988**	**$ 97,660,834**	**$ (4,504,907)**	**$ 80,383,111**	**$ 19,653,285**	**$ 22,033,719**	**$ (7,907,581)**	**$ 15,409,694**	**$ (7,636,939)**	**$ 21,271,998**	**$ (7,824,581)**
Expected Revenue	$ 26,193,387	$ 28,351,888	$ 19,613,059	$ 23,061,709	$ 11,420,173	$ 25,104,059	$ 21,072,700	$ 23,136,067	$ 19,003,367	$ 20,837,189	$ 16,953,421	$ 17,823,361
Expected Bond Revenue	$ -	$ 107,604,957	$ -	$ 136,626,310	$ -	$ 58,026,376	$ -	$ 57,851,207	$ -	$ 53,521,748	$ -	$ -
Total funds Available	**$ 158,188,480**	**$ 207,170,834**	**$ 117,273,893**	**$ 155,183,111**	**$ 91,803,285**	**$ 102,783,719**	**$ 43,106,419**	**$ 73,079,694**	**$ 34,413,061**	**$ 66,721,998**	**$ 38,225,419**	**$ 9,998,779**
Total Consent Decree Expenditures	$ 86,974,491	$ 69,130,000	$ 84,250,000	$ 43,250,000	$ 43,450,000	$ 54,550,000	$ 40,050,000	$ 46,550,000	$ 42,050,000	$ 45,450,000	$ 46,050,000	$ -
Total Non-Consent Decree Expenditures		$ 40,380,000	$ 37,528,800	$ 31,550,000	$ 28,700,000	$ 26,200,000	$ 10,964,000	$ 11,120,000	$ -	$ -	$ -	$ -
Total Expenditures	**$ 86,974,491**	**$ 109,510,000**	**$ 121,778,800**	**$ 74,800,000**	**$ 72,150,000**	**$ 80,750,000**	**$ 51,014,000**	**$ 57,670,000**	**$ 42,050,000**	**$ 45,450,000**	**$ 46,050,000**	**$ - **
Ending Balance	**$ 71,213,988**	**$ 97,660,834**	**$ (4,504,907)**	**$ 80,383,111**	**$ 19,653,285**	**$ 22,033,719**	**$ (7,907,581)**	**$ 15,409,694**	**$ (7,636,939)**	**$ 21,271,998**	**$ (7,824,581)**	**$ 9,998,779**

* For Tracking CD Expenditures Post 2025 SUT

Rev 11/2/2026

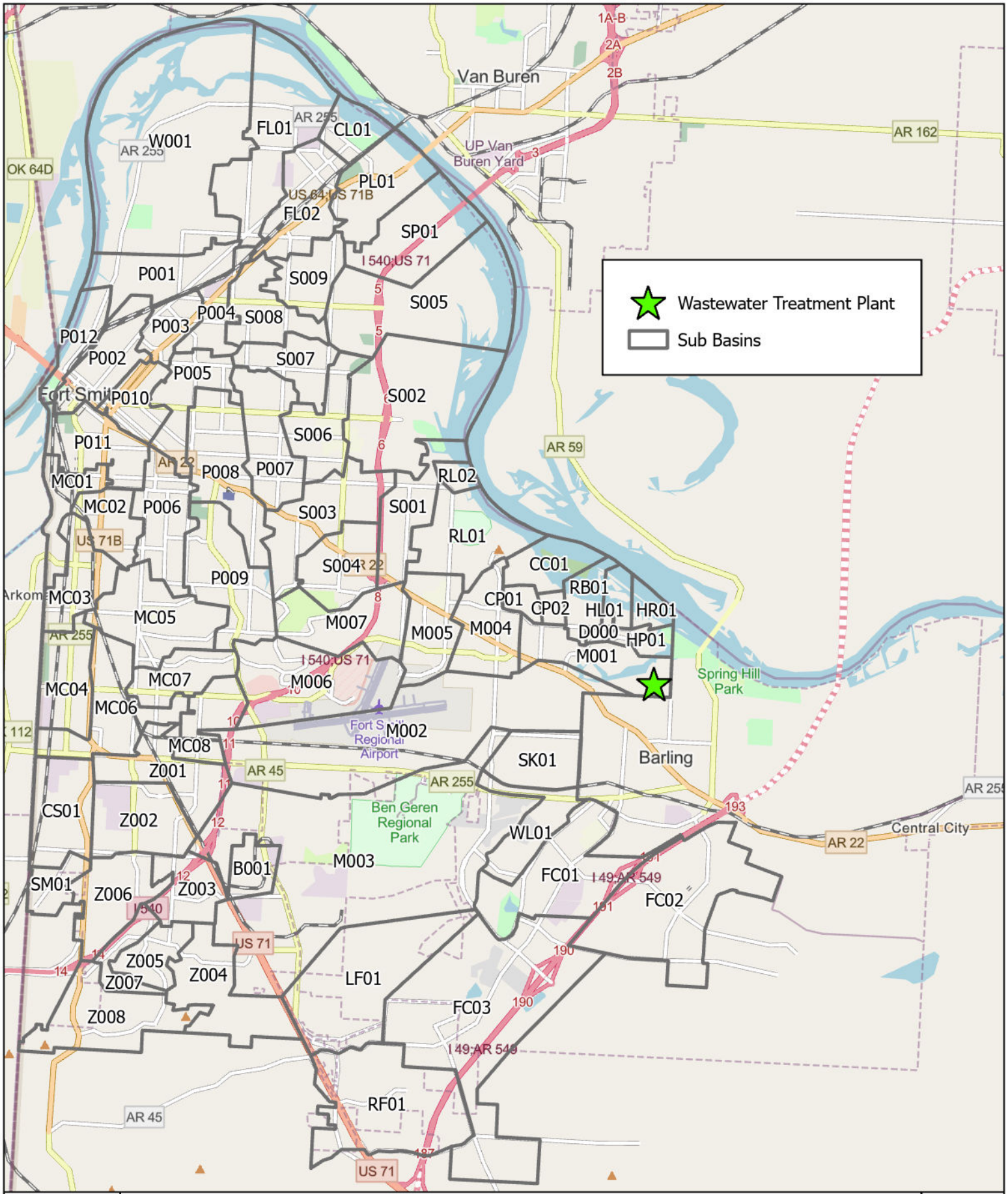
Total Expenditures to Complete CD	**$ 601,754,491**
Total Expenditures to Complete Non-CD	**$ 186,442,800**



CD 1.1 Consent Decree Program Management

$2,256,000 - (2027)

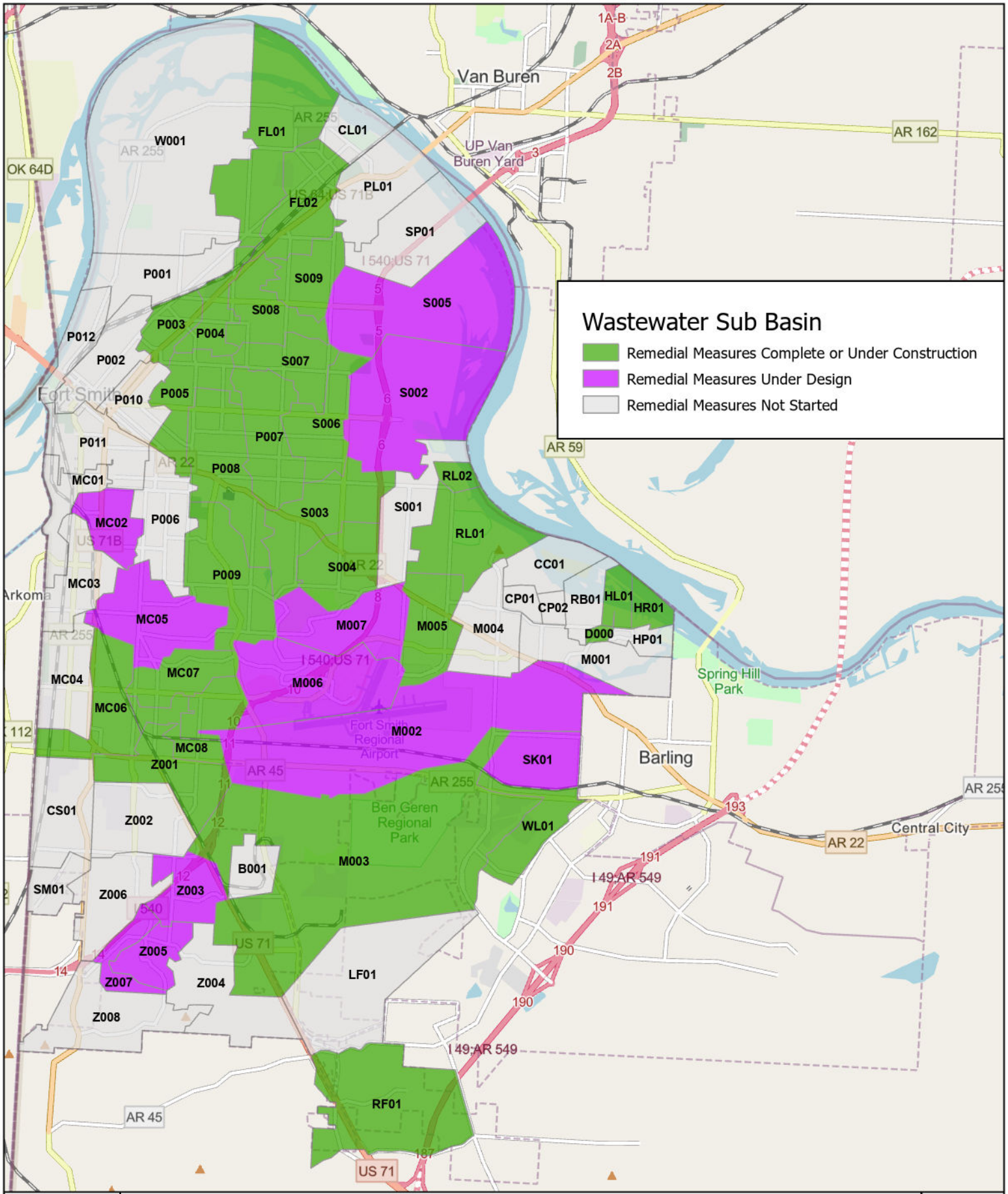
$1,750,000 per year (2028 - 2036)



CD 1.2 Massard Wastewater Pump Station & Wet Weather Treatment

(Package B from Massard Master Plan) (Construction)

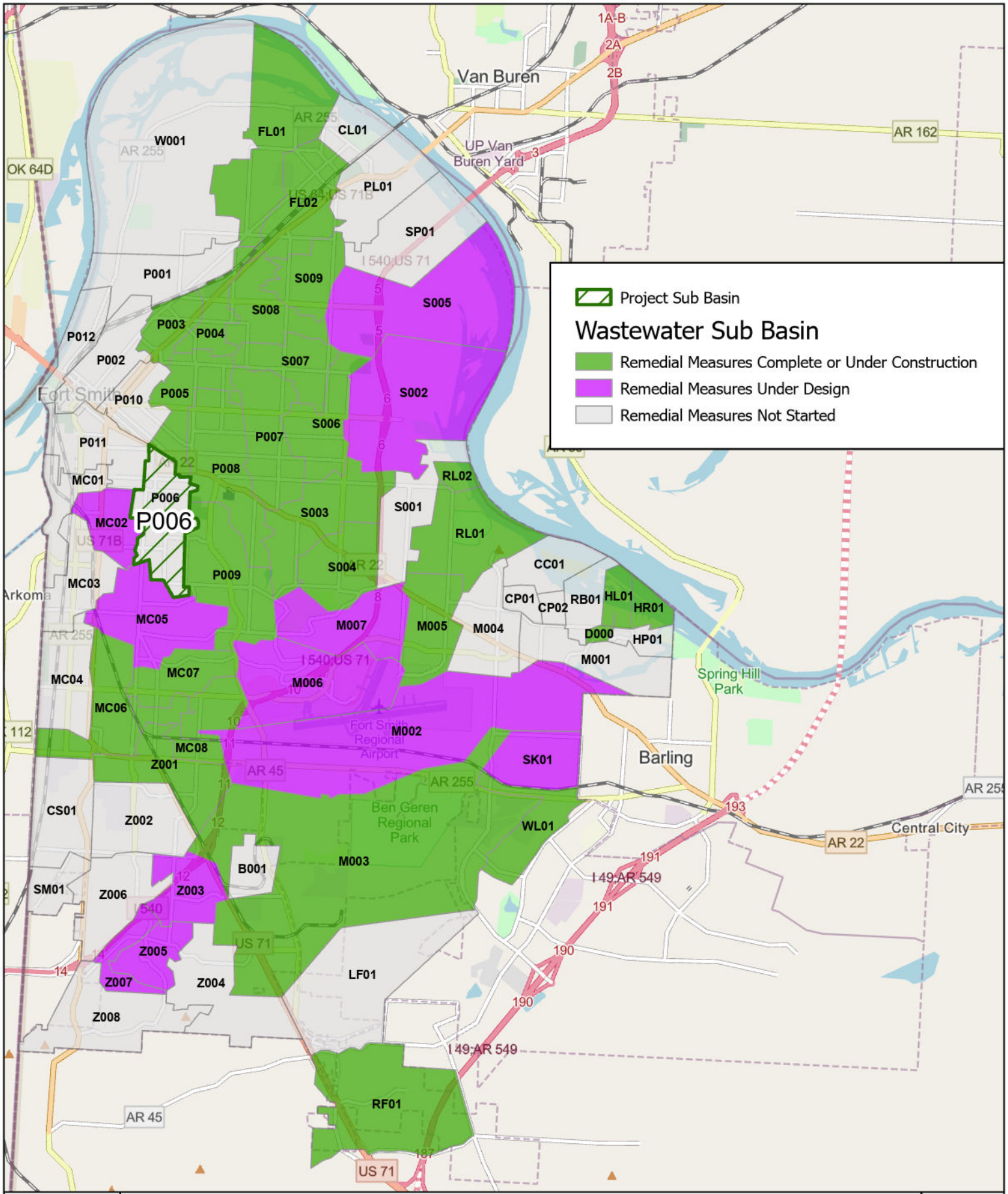
$37,500,000 per year (2027, 2028)



CD 1.3 & 1.4 50,000 ft & 250 Manholes:

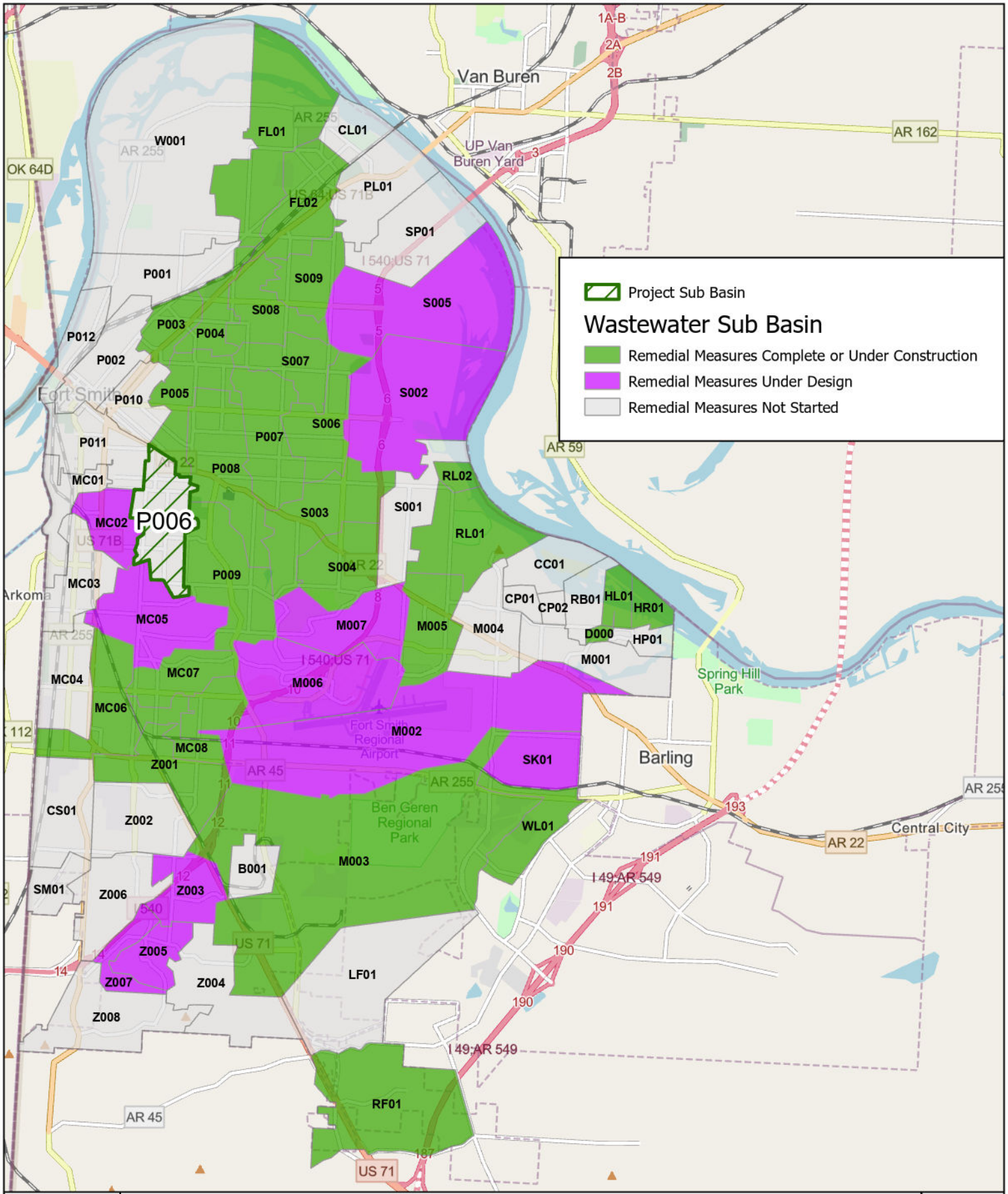
SSA Remedial Repairs / Replacement (Design & Construction)

Design: $2,500,000 per year (2027 - 2035) Construction: $28,000,000 per year (2027 - 2036)



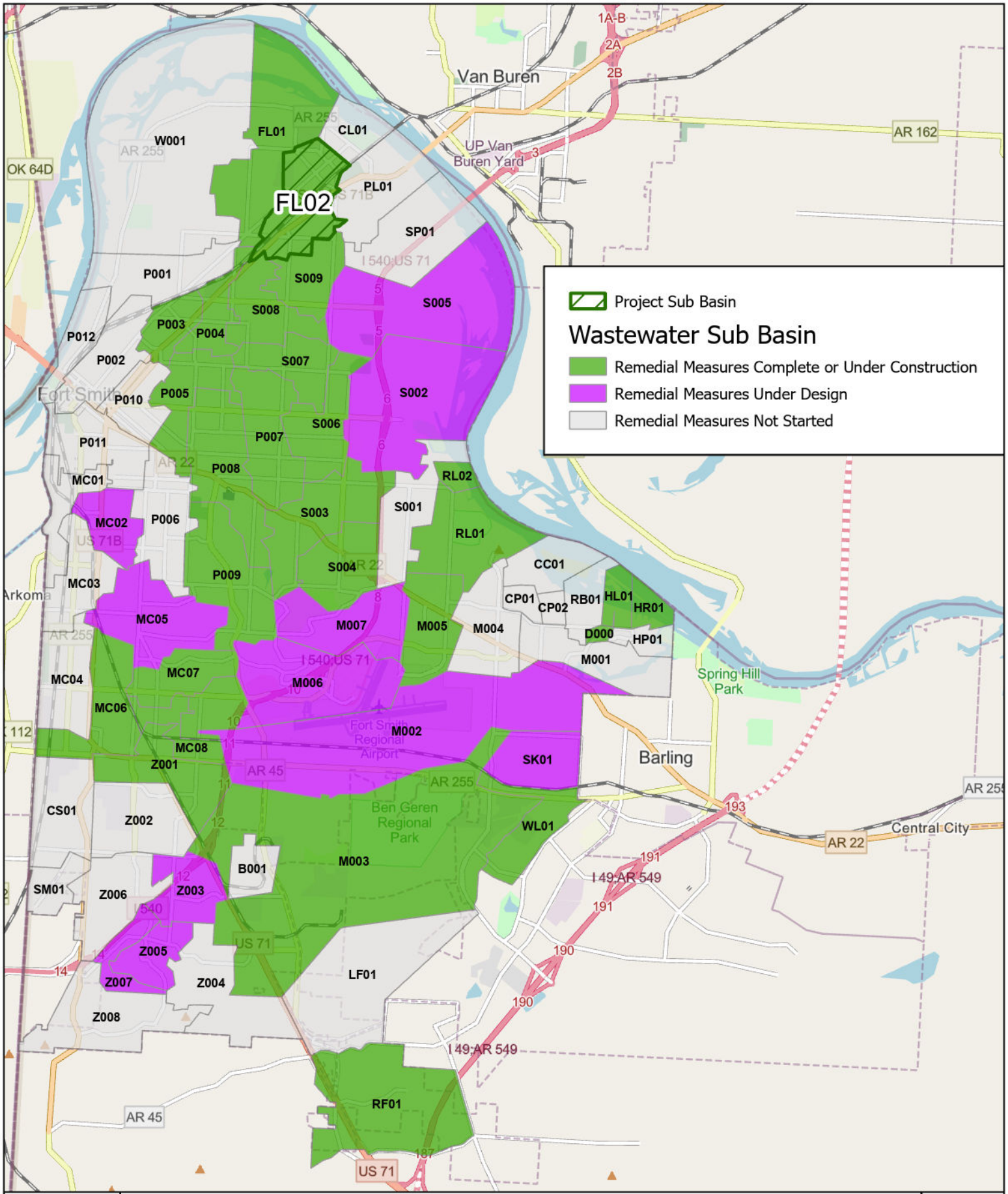
CD 1.5 Basin 12 Remedial Measures Phase 4-9 (Design)

$500,000 per year (2028, 2030, 2032, 2034, 2035)



CD 1.6 Basin 12 Remedial Measures Phase 4-9 (Construction)

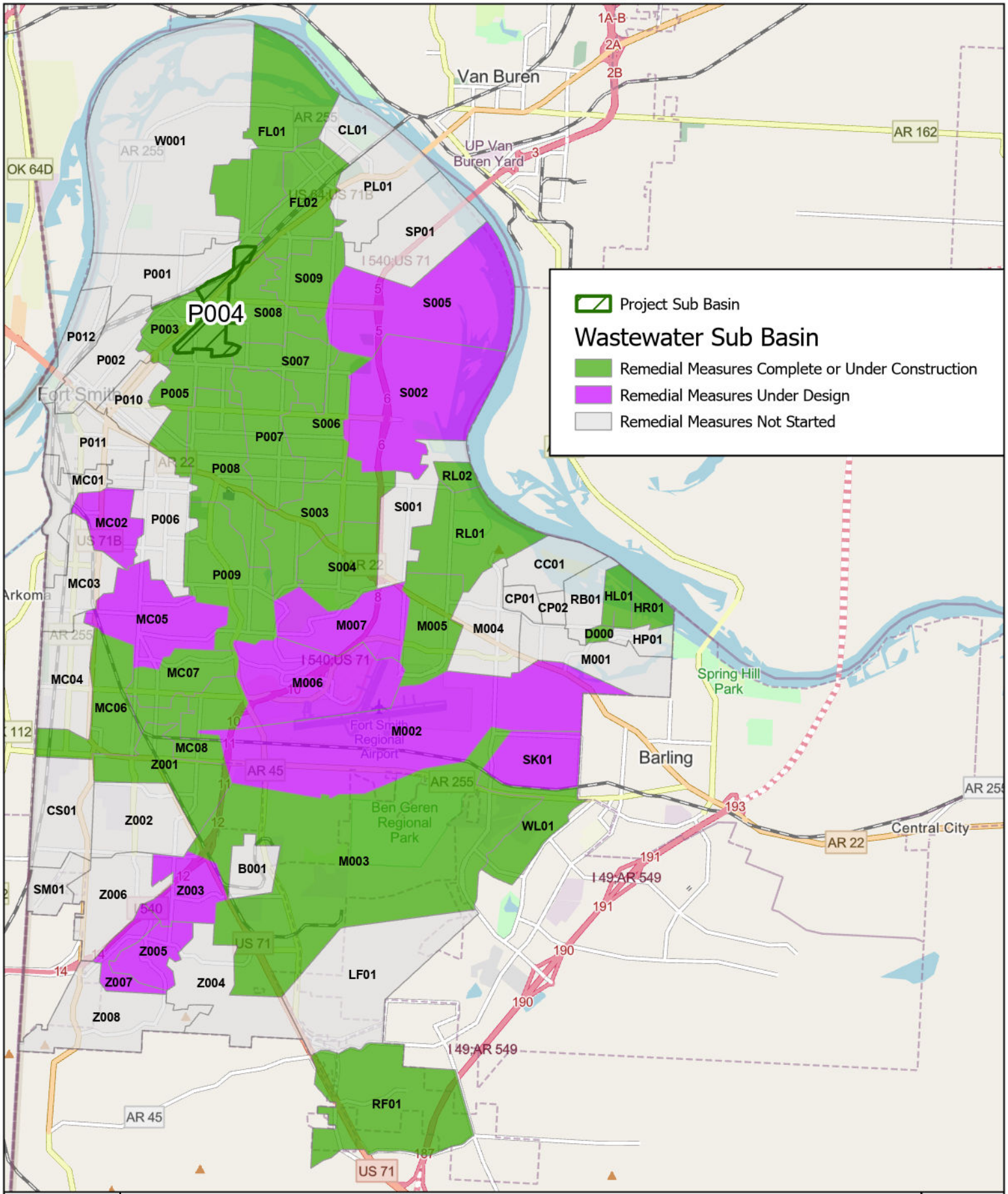
$500,000,000 per year (2027, 2029, 2031, 2033, 2035, 2036)



CD 1.7 Basin FL02 Capacity Improvements

(5-Year LOS in EJ Area) (Construction)

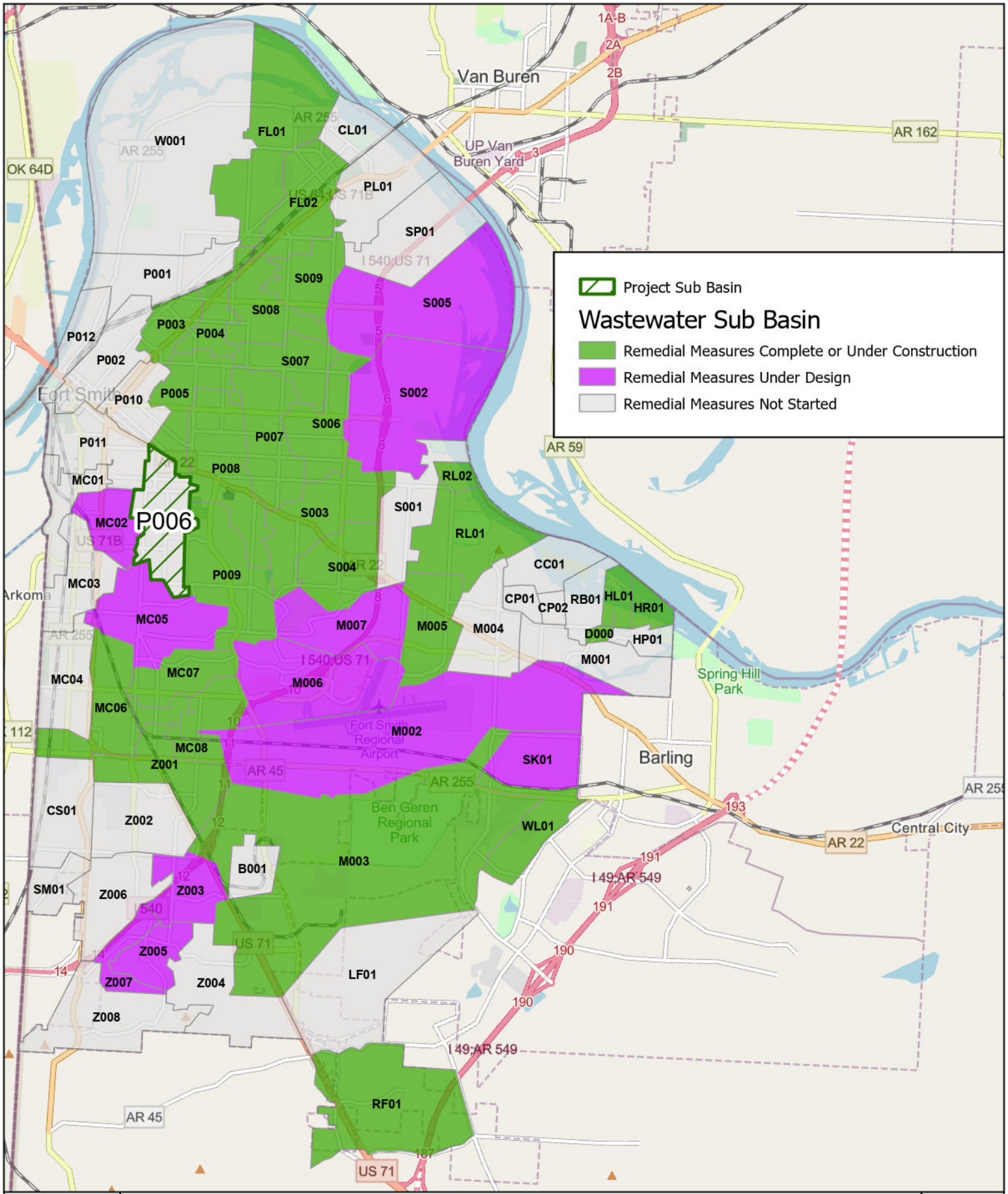
Construction: $6,000,000 per year (2027, 2028)



CD 1.8 Basin P004 Capacity Improvements

(5-Year LOS in EJ Area) (Design & Construction)

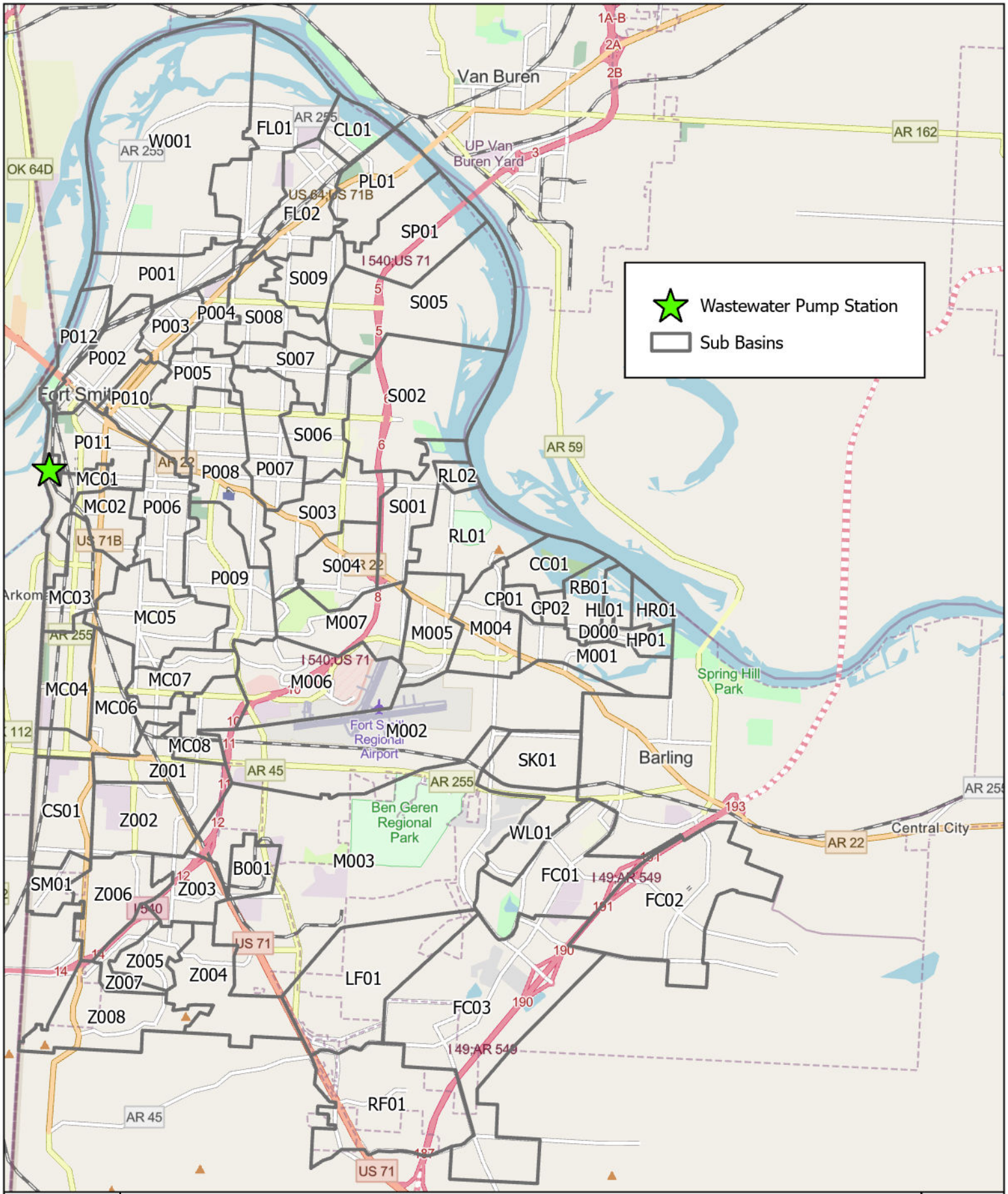
Design: $300,000 (2027) - Construction: $3,000,000 (2028)



CD 1.9 Basin 12 Capacity Improvements Phase II

(5-Year LOS in EJ Area) (Design & Construction)

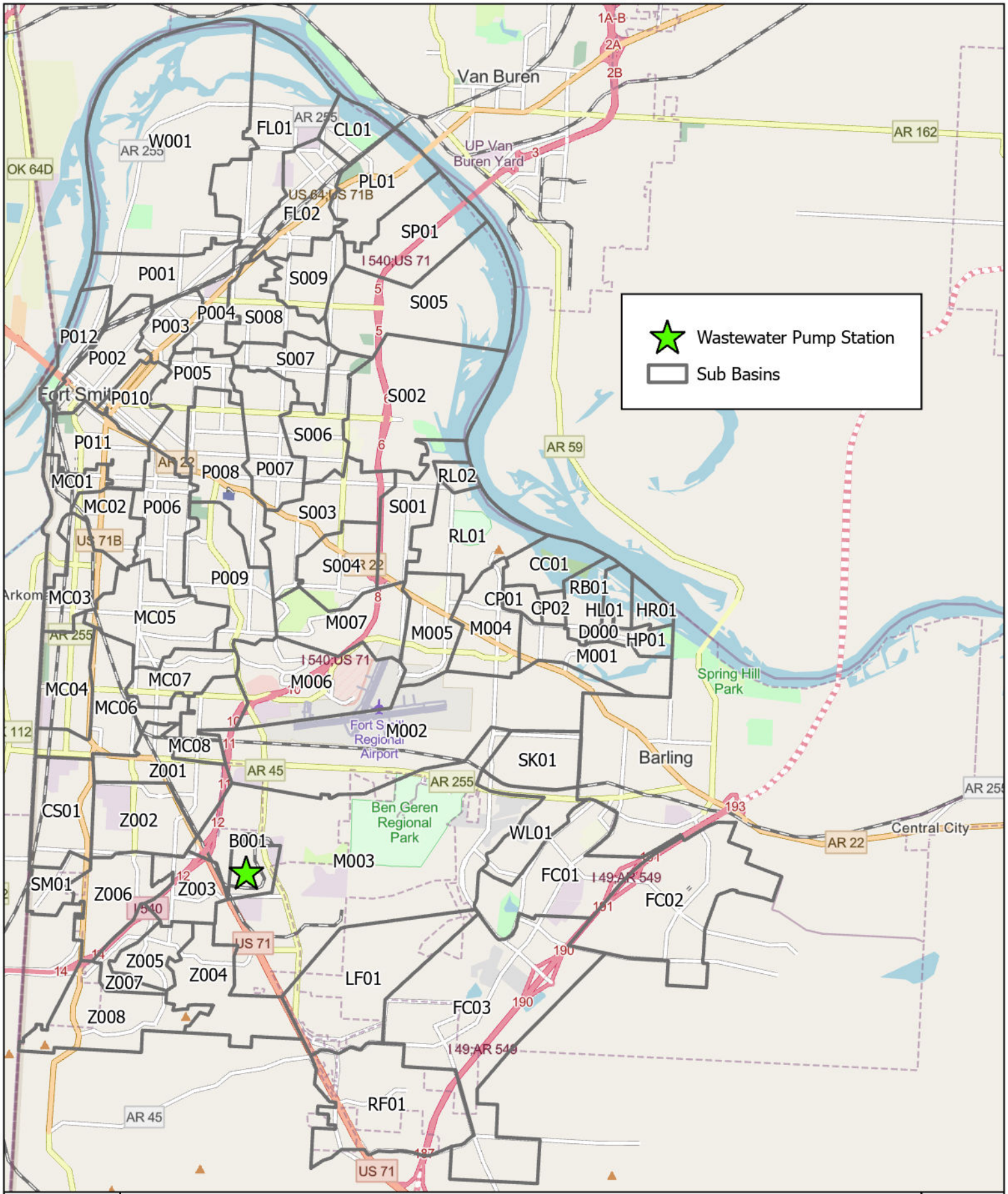
Design: $400,000 (2035) - Construction: $4,000,000 (2036)



CD 2.1 South 4th and "I" Street Pump Station #9

Design / Construction

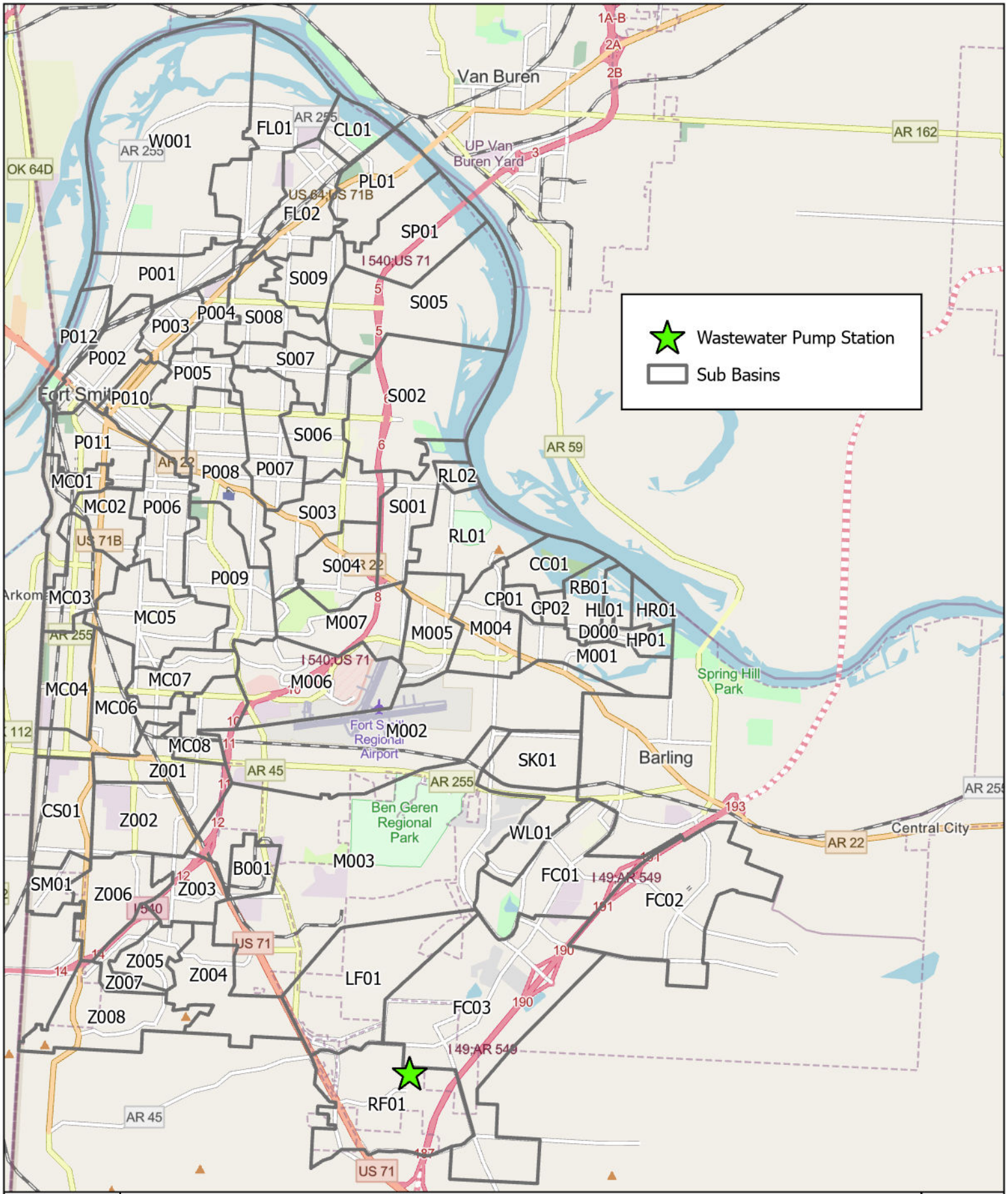
Design: $74,000 (2027) - Construction $1,000,000 (2028)



CD 2.2 Ball Road Pump Station #18

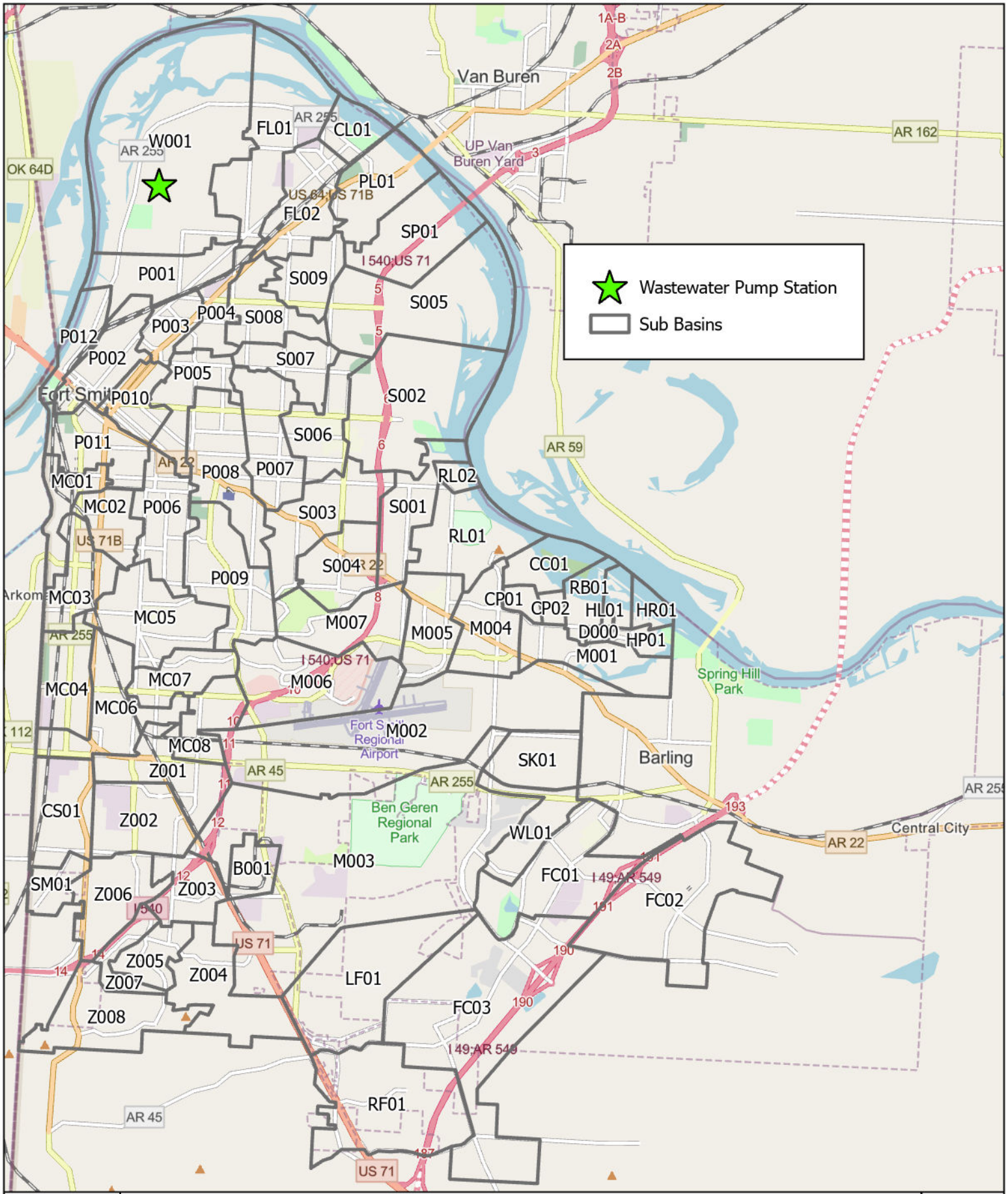
Design / Construction

Design: $400,000 (2030) - Construction $4,000,000 (2031)



CD 2.3 Riley Farms Pump Station #22 Upgrades

$500,000 (2029)



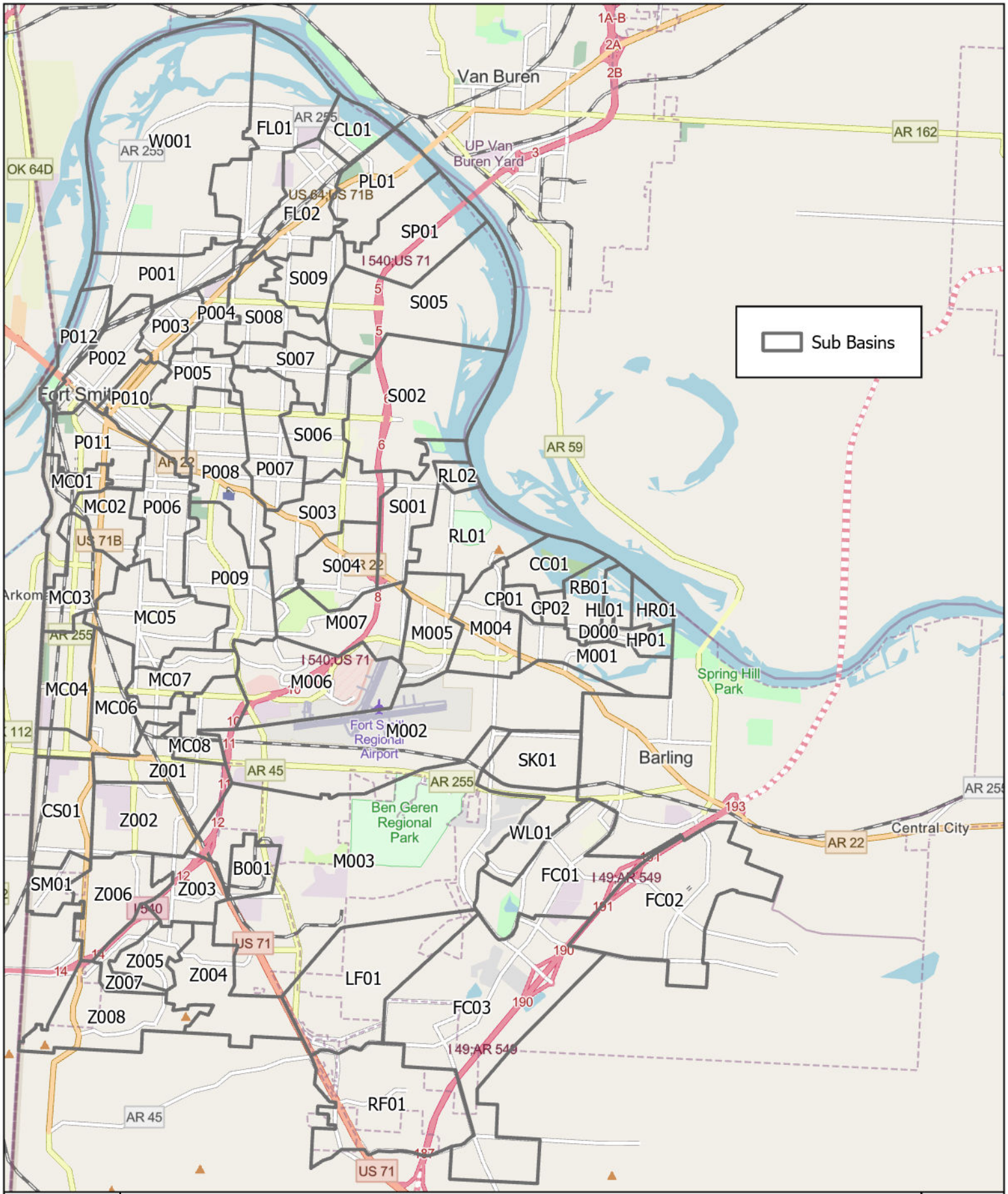
CD 2.4 Walnut Street Pump Station #5 Rehabilitation

$6,000,000 per year (2030, 2031)



CD 3.1 Continuing SSA Work - Assessment

$1,500,000 per year (2029 - 2036)



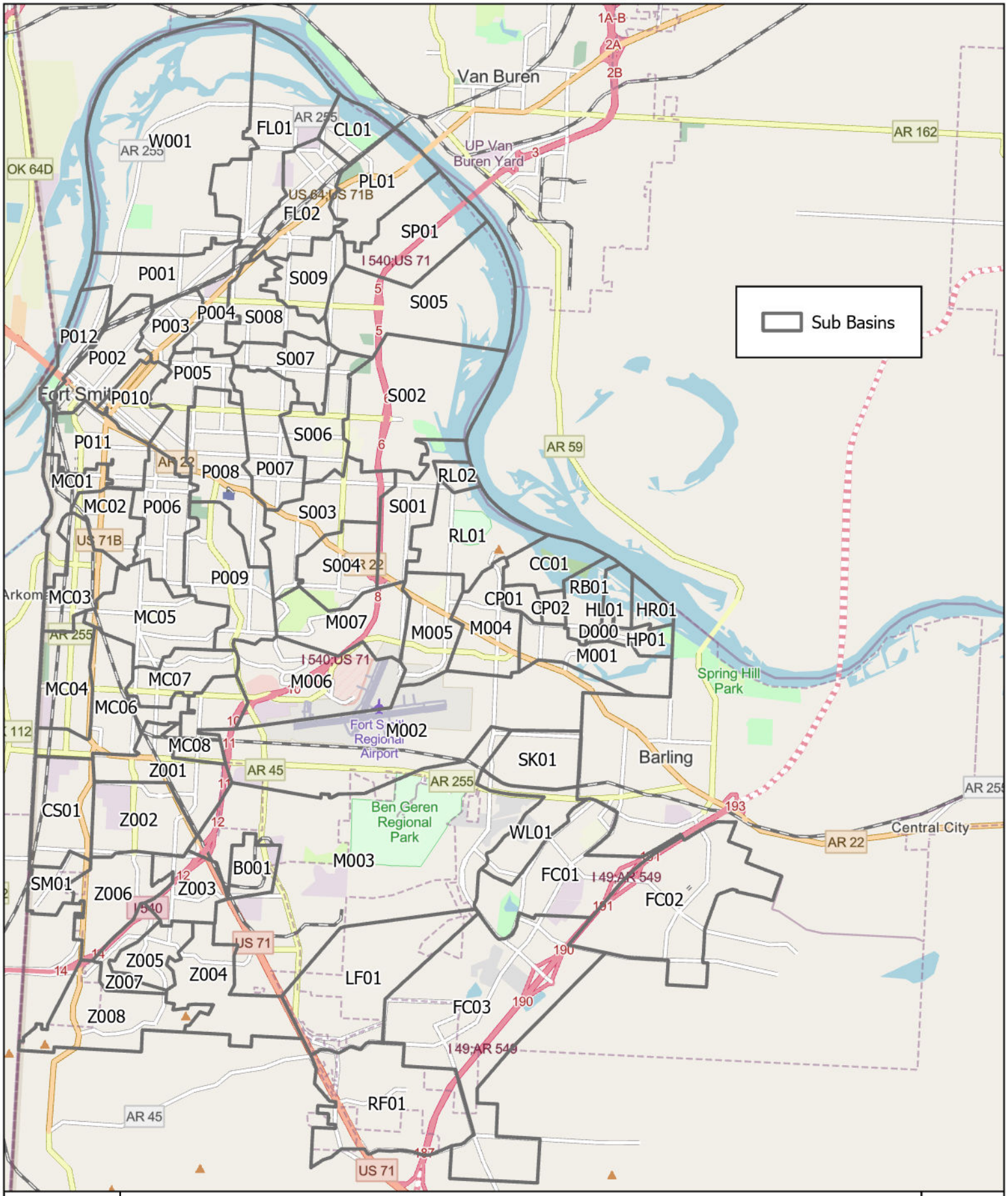
CD 3.2 Continuing SSA Work - Remedial Measures (Design)

$300,000 per year (2030 - 2036)



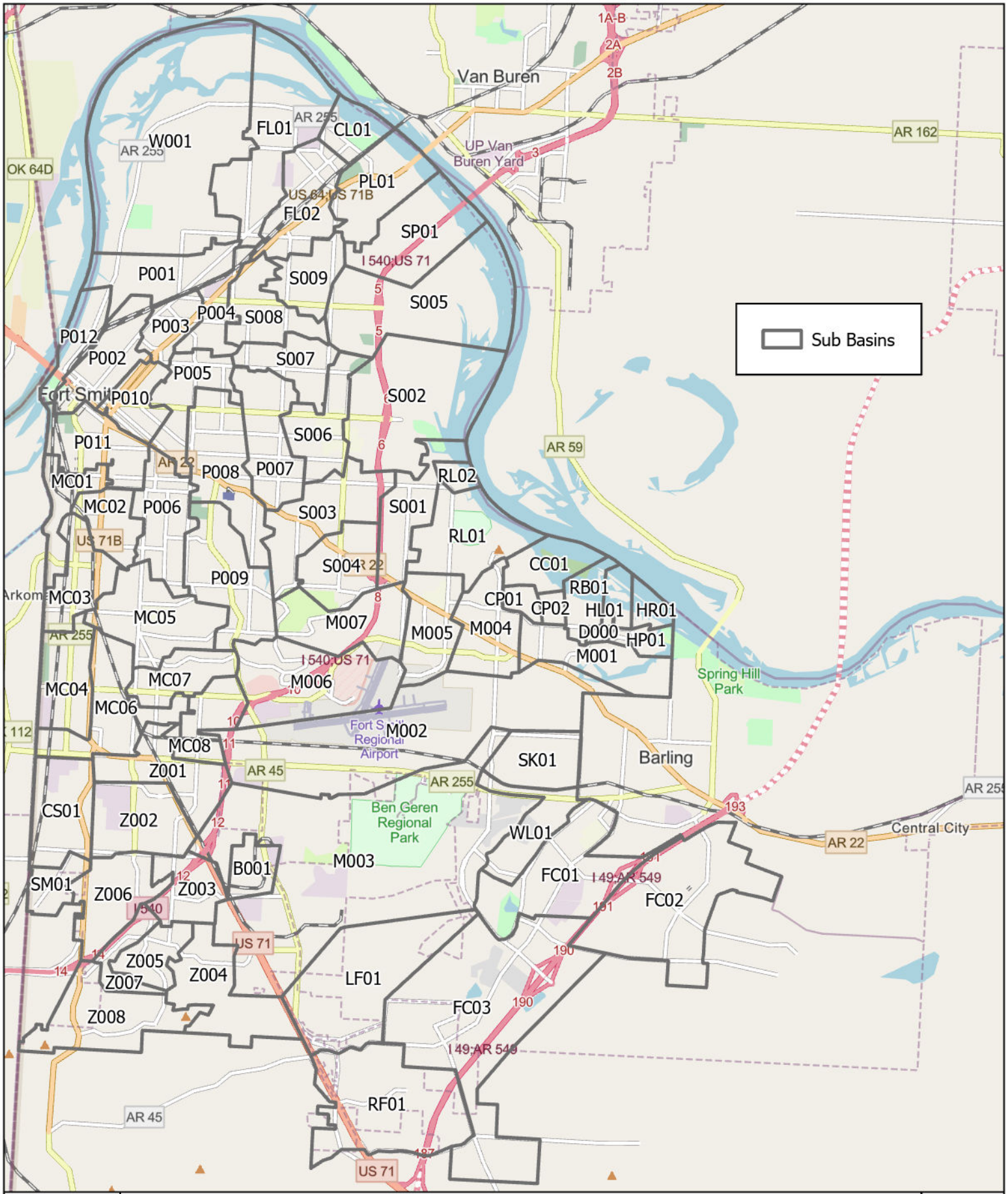
CD 3.3 Continuing SSA Work - Remedial Measures (Construction)

$3,000,000 per year (2031 - 2036)



CD 3.4 Contract Sewer Line / Televising / CIPP

$2,500,000 per year (2027 - 2036)



CD 3.5 Continuing Pump Station & Force Main Evaluation

$1,500,000 (2028) - $2,000,000 (2033)



CD 3.6 Continuing Capacity Assurance Evaluation

$1,500,000 (2029) - $2,000,000 (2034)