MAYOR
George B McGill

ACTING CITY ADMINISTRATOR
Jeff Dingman

CITY CLERK
Sherri Gard

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

AGENDA

Fort Smith Board of Directors
REGULAR MEETING & SPECIAL STUDY SESSION
December 16, 2025 ~ 6:00 p.m.
Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:
https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

REGULAR MEETING

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVE MINUTES OF THE DECEMBER 2, 2025 REGULAR MEETING

ITEMS OF BUSINESS - Regular Meeting

1. Ordinance amending the 2025 Budget *(Finance)*

2. Public hearing and ordinance to adopt the fiscal year 2026 Operating Budget and to provide other matters relating thereto *(Finance)*

3. Items regarding the Fort Smith Alleyway Rehabilitation Project: *(Citizen Services)*

   3A. Resolution approving and authorizing the execution of a contract with Western Millwright Commercial Construction, Inc. for the Alleyway Rehabilitation Project and approving and authorizing the execution of Change Order No. 1 to the contract with Western Millwright Commercial Construction, Inc. *($2,744,272.50 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) (Citizen Services)*

3B. Resolution authorizing the Mayor to execute a professional services agreement with McClelland Consulting Engineers, Inc. for construction administration services for the Alleyway Rehabilitation Project *($177,653.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) (Citizen Services)*

4. Resolution authorizing the Mayor to execute an agreement with Francis Energy, LLC for the installation, operation, and maintenance of electric vehicle charging stations on City owned property *($3,250,000.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) (Citizen Services)*

5. Resolution approving and authorizing the Mayor to execute a lease agreement and agreement with Sebastian County concerning the aquatics facility at Ben Geren Regional Park *~ Settle/Good placed on agenda at the December 9, 2025 study session ~ (City Administrator)*

6. Resolution approving an amendment to the management agreement with American Resort Management, LLC authorized by Resolution No. R-159-17 for operation of Parrot Island Waterpark in order to extend the term through December 31, 2026 *~ Settle/Kemp placed on agenda at the December 9, 2025 study session ~ (City Administrator)*

7. Resolution amending Resolution R-179-25 accepting the bid of InLiner Solutions, LLC and authorizing the Mayor to execute a contract with InLiner Solutions, LLC for the 2016 SSA Remedial Measures, Sub-Basin P005, Project No. 17-09-C1 *(days only) (Engineering)* ♦ ●

8. Resolution amending Resolution R-183-25 accepting the bid of Forsgren, Inc. and authorizing the Mayor to execute a contract with Forsgren, Inc. for the 2017 Remedial Measures, Sub-Basin P009, Project No. 19-18-C1 *(days only) (Engineering)* ♦ ●

9. Consent Agenda

9A. Resolution approving specific excess insurance for the City of Fort Smith's workers' compensation coverage *(Human Resources)*

9B. Resolution accepting bids for the purchase of aggregates, sand, concrete and asphalt concrete products for 2026 *(Annual Bid / Budgeted / Various Departments) (Finance)*

9C. Resolution authorizing Change Order No. 1 for the 2023 Traffic Signal Improvements, Phase B, Project No. 23-09-B *($17,728.10 / Budgeted / Engineering - 5/8% Sales Tax Fund) (Engineering)* ♦

9D. Resolution accepting completion of and authorizing final payment for the 2023 Traffic Signal Improvements, Phase B, Project No. 23-09-B *($153,696.83 / Budgeted / Engineering - 5/8% Sales Tax Fund) (Engineering)* ♦

9E. Resolution accepting completion of and authorizing final payment for the 2024 Traffic Signal Detection Improvements, Project No. 24-09-B *($197,284.81 / Budgeted / Engineering - 5/8% Sales Tax Fund) (Engineering)* ♦

9F. Resolution authorizing the Mayor to execute Change Order No. 2 with Forsgren, Inc. for the Highway 45 Utility Relocation, Project No.19-12-C1 *($5,551.80 and add 161 days / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering)*

9G. Resolution authorizing the Mayor to execute Change Order No. 1 with Crawford Construction Company for the Basin 10 and 14 Capacity Improvements, Phase 3, Project No. 23-07-C1 *(-$174,571.00 and add 179 days / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering)*

9H. Resolution accepting the project as complete and authorizing final payment to Crawford Construction Company for the Basin 10 and 14 Capacity Improvements, Phase 3, Project No. 23-07-C1 *($260,449.13 / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering)*

9I. Resolution approving settlement agreement in civil action of City of Fort Smith vs. Crabtree regarding acquisition of easements for Lake Fort Smith Water Transmission Line, Phase 3, Project No. 18-20 *($8,319.00 / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering)* ♦

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Board of Directors
- City Administrator

EXECUTIVE SESSION

Appointments:

- Advertising and Promotion Commission (1)
- Library Board of Trustees (2)

ADJOURN

SPECIAL STUDY SESSION

Called by Directors Neal Martin, Andre' Good, Lee Kemp, and Kevin Settle at the December 9, 2025 study session

CALL TO ORDER

ITEMS OF BUSINESS - Special Study Session

1. Discuss implications of potential private entity involvement in the acquisition and operation of Rose Lawn, Holy Cross, and Forest Park cemeteries ~ *Directors Martin, Good, Kemp, and Settle placed on agenda at the December 9, 2025 study session ~ (City Administrator)*

ADJOURN

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrators
FROM: Andrew Richards, Chief Financial Officer
DATE: December 9, 2025
SUBJECT: 2025 Final Amended Budget

SUMMARY

Each year the City amends the four Operating Funds during the current budget year, if circumstances require it. During the budget preparation period, we analyze revenues and expenditures in an attempt to provide accurate end-of-year projections for fund balances and working capital. End-of-year projections identify the resources needed to finish out the year and available resources beyond contingency reserve balances that could be dedicated to their purposes.

The accompanying proposed Ordinance legally adopts the FY2025 projected revenues and expenditures as the City's final amended budget for the year. Exhibits are attached to supplement the accompanying Ordinance reflecting all the amendments the Board has made to the Operating Funds Budgets throughout the year (Amended Budget) and projections to the end of the year (Projected FY25).

ATTACHMENTS

1. 12-16-25_Item_ID_2160_Amending_2025_Budget.pdf
2. 1. Comparison Summaries (4 Funds) FY25 Final Amended Budget.pdf

ORDINANCE NO._____

AN ORDINANCE AMENDING THE 2025 BUDGET

WHEREAS the City is required to amend the Operating Funds during the current year when necessary.

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

That the Board of Directors adopts the projected revenues and expenditures, as listed for the City's four operating funds, as shown in the attached exhibits, as the 2025 Final operating budget.

PASSED AND APPROVED THIS_____DAY OF_____2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney
No publication required

City of Fort Smith

Budget Comparison Summary - General Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 4,815,581	$ 6,522,067	$ 8,975,678	$ 9,102,646	$ 5,751,642	$ (3,351,004)
Taxes and Assessments	42,041,529	43,750,000	43,750,000	42,379,186	43,407,890	1,028,704
Court Fines and Forfeitures	2,167,254	1,923,700	1,923,700	2,070,802	2,076,450	5,648
Licenses and Permits	1,425,903	1,587,560	1,587,560	1,500,668	1,639,980	139,312
Service Charges and Fees	543,935	518,020	570,559	551,831	582,470	30,639
Contributions	73,070	25,000	25,000	86,078	10,000	(76,078)
Miscellaneous	4,944,969	1,658,800	1,912,839	1,821,862	888,020	(933,842)
Transfers	100,000	100,000	144,000	144,000	1,144,000	1,000,000
Total	56,112,242	56,085,147	58,889,336	57,657,073	55,500,452	(2,156,621)
Expenditures						
Policy and Administration Services	3,296,653	3,920,027	3,591,022	3,185,382	3,509,358	323,976
Management Services	4,993,242	4,763,296	6,815,176	6,282,307	4,811,369	(1,470,939)
Development Services	2,056,470	2,151,545	2,073,667	1,928,796	2,254,345	325,548
Police Services	19,878,092	21,704,346	22,996,526	21,496,364	17,517,129	(3,979,236)
Fire Services	14,169,817	14,981,927	16,142,882	14,946,952	15,763,928	816,976
Operation Services	10,363,271	8,678,564	12,988,218	12,450,000	8,643,555	(3,806,445)
Non-Departmental	7,825,546	5,629,540	13,744,066	12,303,438	4,254,613	(8,048,825)
Total	62,583,090	61,829,245	78,351,557	72,593,241	56,754,297	(15,838,944)
Excess (Deficiency) Revenues Over Expenditures	(6,470,847)	(5,744,098)	(19,462,221)	(14,936,168)	(1,253,845)	13,682,323
Fund Balance, Beginning of Year	41,942,915	29,995,346	35,472,068	35,472,068	20,535,900	
Fund Balance, End of Year	**$35,472,068**	**$24,251,248**	**$16,009,846**	**$20,535,900**	**$19,282,055**	
Contingency Reserve Percent	56.7%	39.2%	20.4%	28.3%	34.0%	

City of Fort Smith

Budget Comparison Summary - Streets Maintenance Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 7,557,426	$ 8,060,000	$ 8,060,000	$ 7,508,207	$ 7,566,500	$ 58,293
Taxes and Assessments	2,552,202	2,600,000	2,600,000	2,489,400	2,813,800	324,400
Licenses and Permits	287,485	360,000	360,000	321,024	322,000	976
Miscellaneous	644,291	200,000	200,000	438,045	264,200	(173,845)
Total	11,041,404	11,220,000	11,220,000	10,756,675	10,966,500	209,825
Expenditures						
Policy and Administration Services	317,463	308,701	276,733	261,301	257,257	(4,044)
Management Services	1,197,705	1,560,828	1,471,555	1,338,396	1,409,960	71,564
Development Services	73,836	93,669	89,859	72,332	109,097	36,765
Operation Services	10,076,595	9,467,882	10,219,421	10,122,077	10,109,663	(12,414)
Non-Departmental	-	-	-	-	-	-
Total	11,665,598	11,431,080	12,057,567	11,794,106	11,885,977	91,871
Excess (Deficiency) Revenues Over Expenditures	(624,194)	(211,080)	(837,567)	(1,037,431)	(919,477)	
Fund Balance, Beginning of Year	9,706,603	6,404,621	9,082,409	9,082,409	8,044,978	
Fund Balance, End of Year	**$9,082,409**	**$6,193,541**	**$8,244,841**	**$8,044,978**	**$7,125,501**	
Contingency Reserve Percent	77.9%	54.2%	68.4%	68.2%	59.9%	

Note - Reserved Equipment Replacement funds will be tracked through account 359500. (***)

Reserved Equipment Replacement Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget
Beginning Reserve Fund Balance	$ 2,527,142	$ 2,692,596	$ 2,692,596	$ 2,692,596	$ 1,930,760
Contributions	981,420	910,000	910,000	910,000	1,204,800
Replacement	815,966	910,000	910,000	1,671,836	1,150,000
***Ending Reserve Fund Balance**	**$2,692,596**	**$2,692,596**	**$2,692,596**	**$1,930,760**	**$1,985,560**

*The Reserved Equipment Replacement fund balance is included in the Streets Maintenance Fund Balance, End of Year, noted above.

City of Fort Smith

Budget Comparison Summary - Water and Sewer Operating Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 31,415,944	$ 39,544,529	$ 39,544,529	$ 38,255,442	$ 38,949,098	$ 693,656
Taxes and Assessments	28,893,661	31,459,851	31,459,851	30,192,251	31,775,118	1,582,867
Licenses and Permits	1,931,076	1,589,295	1,589,295	1,143,454	739,752	(403,701)
Miscellaneous	2,231,621	615,000	644,026	1,510,576	771,362	(739,214)
Total	64,472,302	73,208,675	73,237,701	71,101,723	72,235,331	1,133,609
Expenditures						
Policy and Administration Services	1,267,379	1,269,263	1,075,056	976,431	1,119,818	143,387
Management Services	5,157,409	7,503,823	6,913,827	6,288,310	6,961,773	673,464
Development Services	323,290	367,269	347,819	312,267	745,926	433,659
Operation Services	58,361,330	67,660,181	68,626,317	59,992,670	62,518,991	2,526,321
Non-Departmental	100,000	100,000	100,000	100,000	100,000	-
Total	65,209,407	76,900,536	77,063,018	67,669,677	71,446,508	3,776,831
Excess (Deficiency) Revenues Over Expenditures	(737,105)	(3,691,861)	(3,825,317)	3,432,046	788,823	
Working Capital, Beginning of Year	23,287,022	17,284,242	22,549,917	22,549,917	25,981,962	
Working Capital, End of Year	**$22,549,917**	**$13,592,381**	**$18,724,600**	**$25,981,962**	**$26,770,785**	
Contingency Reserve Percent	34.6%	17.7%	24.3%	38.4%	37.5%	

City of Fort Smith

Budget Comparison Summary - Solid Waste Operating Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 8,000	$ -	$ -	$ 5,184	$ -	$ (5,184)
Service Charges and Fees	21,849,264	22,344,102	22,344,102	21,639,522	25,888,099	4,248,577
Miscellaneous	681,704	216,200	217,189	479,052	289,000	(190,052)
Total	22,538,968	22,560,302	22,561,291	22,123,758	26,177,099	4,053,341
Expenditures						
Policy and Administration Services	647,994	647,917	564,488	519,393	503,297	(16,096)
Management Services	2,004,562	2,755,733	2,511,239	2,298,606	2,439,803	141,197
Operation Services	13,186,571	16,239,311	16,142,510	15,446,325	16,083,168	636,843
Non-Departmental	6,301,087	6,301,087	6,301,087	6,301,087	7,059,433	758,346
Total	22,140,214	25,944,048	25,519,325	24,565,411	26,085,701	1,520,290
Excess (Deficiency) Revenues Over Expenditures	398,754	(3,383,746)	(2,958,034)	(2,441,653)	91,398	
Working Capital, Beginning of Year	11,571,286	9,068,257	11,970,040	11,970,040	9,528,387	
Working Capital, End of Year	**$11,970,040**	**$5,684,511**	**$9,012,006**	**$9,528,387**	**$9,619,785**	
Contingency Reserve Percent	54.1%	21.9%	35.3%	38.8%	36.9%	

City of Fort Smith Finance

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Financial Officer

DATE: December 9, 2025

SUBJECT: 2026 Operating Budget

SUMMARY

Please find enclosed a proposed ordinance for the Board's consideration of adopting the 2026 operating budget. A proposed budget was presented on October 14, 2025. The Board of Directors Annual Budget Hearing was held on November 17, during which the budget requests and strategies for reducing the proposed budget were discussed among the Board, Administration, and the various City Departments.

Further changes have been incorporated to the revised Budget Comparison Summaries for the four operating funds, which are attached. The normal version of the Budget Comparison Summaries combine all expenditures: personnel, operating, and capital. There are some capital outlay expenditures included, so that's why you see the deficiency of revenues over expenditures in the usual versions of these. You will see on the expanded versions of the Budget Comparison Summaries how the personnel & operating expenditures show that each fund's operating revenues exceed operating expenditures to achieve a balanced operating budget with sufficient contingency reserve percentage to meet the city's fiscal policy requirements for each fund.

Also, attached for your information:

- December 4, 2025 Memo to Board of Directors
- Budget comparison summaries by expenditure category (operating-personnel, operating-other, capital outlay) depicting balanced operating budgets for each operating fund.
- Schedule of proposed adjustments by program to the 2026 budget made after the November 17 budget hearing.
- Allocation of proposed adjustments made after November 17 budget hearing to the four operating funds.
- Comparison of personnel costs by program of FY24 Actual, FY26 Proposed and FY26 Budget Hearing.

ATTACHMENTS

1. 12-16-25_Item_ID_2161_Approving_the_2026_Budget.pdf
2. 1. 2026 Comparison Summaries Budget.pdf
3. REDUCED 20251204_Memo_-_FY26_Budget_as_adjusted_since_Nov_17_hearing_-_combined.pdf

ORDINANCE NO._____

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2026 OPERATING BUDGET AND TO PROVIDE OTHER MATTERS RELATING THERETO

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

Section 1: The City of Fort Smith fiscal year 2026 Operating Budget is approved and authorized as on file in the City Clerk's office.

Section 2: The City Administrator is hereby authorized to transfer appropriated monies among and within authorized programs.

Section 3: All ordinances and resolutions in conflict with the budget hereby approved are amended to conform with said budget.

PASSED AND APPROVED THIS_____DAY OF _____2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney
Publication Required – Yes

City of Fort Smith

Budget Comparison Summary - General Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 4,815,581	$ 6,522,067	$ 8,975,678	$ 9,102,646	$ 5,751,642	$ (3,351,004)
Taxes and Assessments	42,041,529	43,750,000	43,750,000	42,379,186	43,407,890	1,028,704
Court Fines and Forfeitures	2,167,254	1,923,700	1,923,700	2,070,802	2,076,450	5,648
Licenses and Permits	1,425,903	1,587,560	1,587,560	1,500,668	1,639,980	139,312
Service Charges and Fees	543,935	518,020	570,559	551,831	582,470	30,639
Contributions	73,070	25,000	25,000	86,078	10,000	(76,078)
Miscellaneous	4,944,969	1,658,800	1,912,839	1,821,862	888,020	(933,842)
Transfers	100,000	100,000	144,000	144,000	1,144,000	1,000,000
Total	56,112,242	56,085,147	58,889,336	57,657,073	55,500,452	(2,156,621)
Expenditures						
Policy and Administration Services	3,296,653	3,920,027	3,591,022	3,185,382	3,509,358	323,976
Management Services	4,993,242	4,763,296	6,815,176	6,282,307	4,811,369	(1,470,939)
Development Services	2,056,470	2,151,545	2,073,667	1,928,796	2,254,345	325,548
Police Services	19,878,092	21,704,346	22,996,526	21,496,364	17,517,129	(3,979,236)
Fire Services	14,169,817	14,981,927	16,142,882	14,946,952	15,763,928	816,976
Operation Services	10,363,271	8,678,564	12,988,218	12,450,000	8,643,555	(3,806,445)
Non-Departmental	7,825,546	5,629,540	13,744,066	12,303,438	4,254,613	(8,048,825)
Total	62,583,090	61,829,245	78,351,557	72,593,241	56,754,297	(15,838,944)
Excess (Deficiency) Revenues Over Expenditures	(6,470,847)	(5,744,098)	(19,462,221)	(14,936,168)	(1,253,845)	13,682,323
Fund Balance, Beginning of Year	41,942,915	29,995,346	35,472,068	35,472,068	20,535,900	
Fund Balance, End of Year	**$35,472,068**	**$24,251,248**	**$16,009,846**	**$20,535,900**	**$19,282,055**	
Contingency Reserve Percent	56.7%	39.2%	20.4%	28.3%	34.0%	

City of Fort Smith

Budget Comparison Summary - Streets Maintenance Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 7,557,426	$ 8,060,000	$ 8,060,000	$ 7,508,207	$ 7,566,500	$ 58,293
Taxes and Assessments	2,552,202	2,600,000	2,600,000	2,489,400	2,813,800	324,400
Licenses and Permits	287,485	360,000	360,000	321,024	322,000	976
Miscellaneous	644,291	200,000	200,000	438,045	264,200	(173,845)
Total	11,041,404	11,220,000	11,220,000	10,756,675	10,966,500	209,825
Expenditures						
Policy and Administration Services	317,463	308,701	276,733	261,301	257,257	(4,044)
Management Services	1,197,705	1,560,828	1,471,555	1,338,396	1,409,960	71,564
Development Services	73,836	93,669	89,859	72,332	109,097	36,765
Operation Services	10,076,595	9,467,882	10,219,421	10,122,077	10,109,663	(12,414)
Non-Departmental	-	-	-	-	-	-
Total	11,665,598	11,431,080	12,057,567	11,794,106	11,885,977	91,871
Excess (Deficiency) Revenues Over Expenditures	(624,194)	(211,080)	(837,567)	(1,037,431)	(919,477)	
Fund Balance, Beginning of Year	9,706,603	6,404,621	9,082,409	9,082,409	8,044,978	
Fund Balance, End of Year	**$9,082,409**	**$6,193,541**	**$8,244,841**	**$8,044,978**	**$7,125,501**	
Contingency Reserve Percent	77.9%	54.2%	68.4%	68.2%	59.9%	

Note - Reserved Equipment Replacement funds will be tracked through account 359500. (***)

Reserved Equipment Replacement Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget
Beginning Reserve Fund Balance	$ 2,527,142	$ 2,692,596	$ 2,692,596	$ 2,692,596	$ 1,930,760
Contributions	981,420	910,000	910,000	910,000	1,204,800
Replacement	815,966	910,000	910,000	1,671,836	1,150,000
***Ending Reserve Fund Balance**	**$2,692,596**	**$2,692,596**	**$2,692,596**	**$1,930,760**	**$1,985,560**

*The Reserved Equipment Replacement fund balance is included in the Streets Maintenance Fund Balance, End of Year, noted above.

City of Fort Smith

Budget Comparison Summary - Water and Sewer Operating Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 31,415,944	$ 39,544,529	$ 39,544,529	$ 38,255,442	$ 38,949,098	$ 693,656
Taxes and Assessments	28,893,661	31,459,851	31,459,851	30,192,251	31,775,118	1,582,867
Licenses and Permits	1,931,076	1,589,295	1,589,295	1,143,454	739,752	(403,701)
Miscellaneous	2,231,621	615,000	644,026	1,510,576	771,362	(739,214)
Total	64,472,302	73,208,675	73,237,701	71,101,723	72,235,331	1,133,609
Expenditures						
Policy and Administration Services	1,267,379	1,269,263	1,075,056	976,431	1,119,818	143,387
Management Services	5,157,409	7,503,823	6,913,827	6,288,310	6,961,773	673,464
Development Services	323,290	367,269	347,819	312,267	745,926	433,659
Operation Services	58,361,330	67,660,181	68,626,317	59,992,670	62,518,991	2,526,321
Non-Departmental	100,000	100,000	100,000	100,000	100,000	-
Total	65,209,407	76,900,536	77,063,018	67,669,677	71,446,508	3,776,831
Excess (Deficiency) Revenues Over Expenditures	(737,105)	(3,691,861)	(3,825,317)	3,432,046	788,823	
Working Capital, Beginning of Year	23,287,022	17,284,242	22,549,917	22,549,917	25,981,962	
Working Capital, End of Year	**$22,549,917**	**$13,592,381**	**$18,724,600**	**$25,981,962**	**$26,770,785**	
Contingency Reserve Percent	34.6%	17.7%	24.3%	38.4%	37.5%	

City of Fort Smith

Budget Comparison Summary - Solid Waste Operating Fund

	FY24 Actuals	FY25 Original Budget	FY25 Amended Budget	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	$ 8,000	$ -	$ -	$ 5,184	$ -	$ (5,184)
Service Charges and Fees	21,849,264	22,344,102	22,344,102	21,639,522	25,888,099	4,248,577
Miscellaneous	681,704	216,200	217,189	479,052	289,000	(190,052)
Total	22,538,968	22,560,302	22,561,291	22,123,758	26,177,099	4,053,341
Expenditures						
Policy and Administration Services	647,994	647,917	564,488	519,393	503,297	(16,096)
Management Services	2,004,562	2,755,733	2,511,239	2,298,606	2,439,803	141,197
Operation Services	13,186,571	16,239,311	16,142,510	15,446,325	16,083,168	636,843
Non-Departmental	6,301,087	6,301,087	6,301,087	6,301,087	7,059,433	758,346
Total	22,140,214	25,944,048	25,519,325	24,565,411	26,085,701	1,520,290
Excess (Deficiency) Revenues Over Expenditures	398,754	(3,383,746)	(2,958,034)	(2,441,653)	91,398	
Working Capital, Beginning of Year	11,571,286	9,068,257	11,970,040	11,970,040	9,528,387	
Working Capital, End of Year	**$11,970,040**	**$5,684,511**	**$9,012,006**	**$9,528,387**	**$9,619,785**	
Contingency Reserve Percent	54.1%	21.9%	35.3%	38.8%	36.9%	

Memo

To: Mayor and Directors,

cc: Maggie Rice, Deputy City Administrator
Andy Richards, CFO

From: Jeff Dingman, Acting City Administrator

Date: 12/4/2025

Re: Transmittal related to FY2026 proposed budget, as adjusted after Nov. 17 budget hearing

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Attached for your review is a packet of material reflecting the current status of the proposed FY2026 city budget for all four operating funds. These items reflect the changes discussed at the November 17 budget hearing with the Board of Directors and present all four funds with a structurally balanced operating budget. As the operating funds are reflected as structurally balanced, each fund's reserve is such that it can afford some capital expenditures to add or replace certain equipment or incur one-time expenses.

The first four pages of the attached packet are the Budget Comparison Summaries for each of the four funds. You've seen previous formats of these documents with all operating and capital expenses combined. These pages presented break out personnel, operating, and capital expenses so you can easily identify that operating expenses for each fund do not exceed the estimated FY2026 revenues.

Pages 5 – 9 of the attached packet reflect the changes in operating expenses for each budget program that have been made since the November 17 budget hearing. The total budget reduction across all four funds (including both operating and capital) from the version you saw on November 17 totals **$16,904,811**.

Pages 10 – 13 of the attached packet show how the reductions as applied to each budget program impact the allocated expenses across all four funds.

Page 14 of the attached packet compares all personnel costs proposed in each program for 2026 to the actual personnel costs in each program in 2024, along with showing the variance in the last column.

Summarizing specific discussion items from the November 17 discussion:

1. The General Fund revenue has been adjusted from $52,360,652 to $54,265,252, an increase of $1,904,600 that reflects the additional $1 million transfer from the Solid Waste fund for animal services, the additional transfer from Police SUT to backstop police salaries, and the increase from business license fees. Both the Solid Waste fees and the Business License fees were approved by ordinances at the November 18 regular meeting. Other adjustments included offsetting airport security expense with revenue, adjustments to estimated investment interest proceeds, and adjustment to estimated tax revenues that Andy reviewed and believes to be justified.

2. The overall budget numbers reflect the elimination of 71 total vacant positions across all funds. Some are vacant part-time or seasonal positions, so the net impact is the equivalent of reducing 61.15 Full-Time Equivalent (FTE) positions. The budget was also reduced by removing the appropriate amount of health insurance, social security, retirement, workers' compensation, and other benefits associated with each vacant position. The eliminated positions include the eight police officer

positions and the six firefighter positions as discussed on Nov. 17. When the final budget document is assembled after adoption, it will include the reduced headcount numbers for each program.

3. With the elimination of vacant positions as noted above, the comparison of proposed personnel costs in FY26 to the actual expenses in FY24 as indicated on page 14 is of note. The programs with only a few employees typically indicate increases, as they have little employee turnover and the increased costs are associated with health insurance, workers comp, and salary adjustment. Some programs indicate significant reduction in cost, which can be attributed to elimination of vacant positions or the reorganization of personnel, or both. Programs that show a sizeable increase will be due to the reorganization of personnel. Still, the 2nd and 3rd columns of this schedule show a reduction of $4,226,365 in overall personnel costs since the version presented at the November 17 budget hearing. This is directly attributed to eliminating the 71 vacant positions/61.15 FTE's noted above.

4. The largest single decrease shown on p. 14 is from program 4708, where 911 Dispatch personnel have been moved out of Police Services/General Fund to a separate E911 Fund for the River Valley Communications Center. The personnel allocation for RVCC includes consolidating all dispatchers into a consolidated operation by July 1, and it will be temporarily located at the Fort Smith Police Department until a feasible option for a separate facility is identified. The RVCC will supplement operating costs for 2026 with the turnback funds from the state E911 program, which now come directly to Fort Smith. Since the November 10 study session, we are no longer pursuing construction of a new facility or implementation of new radios. Instead, the focus is on integrating the Sebastian County dispatch personnel into the RVCC by July 1, 2026. This will allow more streamlined operation funding as we plan operations for the full year in 2027. Using E911 funds for operations of the RVCC in 2026 eases the operating burden of the city's (and county's) 2026 general fund budget and allows us to plan accordingly for 2027.

5. All specific operating program expenses discussed for the General Fund on Nov. 17 have been applied, and since some of those programs are allocated to other funds, those other funds were reduced accordingly as indicated on pages 10-13. Specific operating expenses for programs in the Streets Maintenance fund were identified by Matt Meeker and have been applied. Specific operating expenses for programs in the Water/Sewer fund were identified by Matt Meeker, Lance McAvoy, Jimmie Johnson and Administration and have been applied.

6. The proposed budget includes funding for all scheduled step raises for uniformed police and fire personnel. It also includes a 2.5% pay adjustment for all non-uniformed personnel, which as we have done the past few years will be implemented by the Board's approval of a specific salary ordinance in the spring to take effect the first pay period in April.

7. The proposed budget does include three new positions: an assistant prosecuting attorney, an Audio/Video Specialist, and an additional Neighborhood Services inspector.

8. The proposed budget does include some capital expenses from reserve balances in each fund. There are capital expenses budgeted from the General Fund in the amount of $1,254,037: from the Streets Maintenance Fund in the amount of $1,200,302 (in addition to planned replacements from the equipment replacement fund); from the Water/Sewer Fund in the amount of $2,111,742; and from the Solid Waste Fund - mostly internal transfers - in the amount of $5,832,666 (in addition to planned replacements from the equipment replacement fund). Some capital outlay (specifically in the Police Department) was moved out of the General Fund to another funding source (the Police SUT fund).

9. After the capital expenses noted above, each fund's reserve is still projected to have a healthy fund balance even after the capital purchases are applied. The General Fund reserve is projected to end FY2026 at 34.7%. The Streets Maintenance Fund is projected to end at 59.9%. The Water/Sewer

Fund is projected to end at 37.5% (allowing for projected W/S Debt Service Coverage Ratio of 115%). The Solid Waste Fund, including revised estimated revenues from the recently approved rate adjustment, projects an ending reserve balance of 36.9%. These levels satisfy the city's fiscal performance policy for allowing capital expenditures in all four operating funds.

10. The proposed budget includes $233,742 in program funds for Miss Laura's museum. This is a reduction of $34,581 from the program expenses as discussed at the November 17 hearing and anticipates that museum staff will coordinate efforts to initiate/secure a nonprofit organization for funding museum operations in the future. This does not include the capital project to replace/repair the building's exterior siding.

11. The proposed budget does not include funding for anything related to Fort Smith Cemeteries, Inc. If the decision is to move forward with acquiring and operating the cemeteries, an additional appropriation of funds will be needed.

12. The proposed budget does not include funding for continuing animal spay/neuter vouchers in FY2026.

13. The proposed budget maintains prior years' levels of funding for Fort Smith Museum of History ($20,000), the SRCA ($175,000), and the Area Agency on Aging ($60,000). Each of the three agencies submitted requests for increased funding in FY2026, but those increases are not included in the proposed budget numbers.

14. The proposed budget reduces the subsidy to the Fort Smith Convention Center by $235,000 to $559,392. The FSCC has reached agreement in principle with a naming rights sponsor for a portion of the facility over a number of years. That proposal is working through legal preparation and will be brought forward for Board consideration early in 2026.

15. There was considerable effort to eliminate the $2.9 million operating deficit shown for the Water/Sewer Fund on November 17, and also allow for an operating budget surplus of at least $2 million in order to achieve a Debt Service Coverage ratio of at least 110%. Part of the process to correct the operating deficit also included an updated analysis of projected water/sewer revenues for both 2025 and 2026. This analysis, conducted by the analytics team and reviewed/verified by Andy, allowed for adjustment of estimated revenues from the $71,032,006 shown for 2026 on November 17 to the $72,235,331 shown on page 3. The projected water/sewer fund operating budget now shows a surplus of $2.9 million.

16. As a reminder, 9 of the 10 Capital Improvement Programs were adopted by resolution at the December 2 regular meeting. The one remaining is the CIP for Water projects. That will be revised to reflect the available revenues for projects in 2026/27 and brought forward for further review and study session discussion after the first of the year.

This summary and the attached packet of information is intended to reflect the valuable discussion we had at the November 17 budget hearing, where the Board stated its clear objective of achieving structurally balanced operating budgets for each of the four operating funds. The resulting fund reserve balances allow for moderate capital expenditures and some much-needed equipment replacement. The Finance Department staff has continued to refine and justify the revenues and expenses reflected on the fund summary pages (pages 1-4) so that we can confidently meet the Board's directives for the proposed FY2026 budget.

While we have attempted to address each item discussed, we certainly may have missed something, or I may have missed it in this summary memo. Please let us know if you notice something we missed. The FY2026 budget ordinance will be proposed for adoption at the December 16 regular meeting.

City of Fort Smith
Budget Comparison Summary - General Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)		FY27 Projected
Revenues								
Intergovernmental	$ 4,667,615	$ 5,436,467	$ 5,279,648	$ 5,692,148	$ 4,516,442	$ (1,175,706)		$ 4,516,442
Taxes and Assessments	42,041,529	43,750,000	43,750,000	42,379,186	43,407,890	1,028,704		43,407,890
Court Fines and Forfeitures	2,167,254	1,923,700	1,923,700	2,070,802	2,076,450	5,648		2,076,450
Licenses and Permits	1,425,903	1,587,560	1,587,560	1,500,668	1,639,980	139,312		1,639,980
Service Charges and Fees	543,935	518,020	570,559	551,831	582,470	30,639		582,470
Contributions	73,070	25,000	25,000	86,078	10,000	(76,078)		10,000
Miscellaneous	4,944,969	1,658,800	1,912,839	1,821,862	888,020	(933,842)		888,020
Transfers	100,000	100,000	144,000	144,000	1,144,000	1,000,000		1,144,000
Total Revenues	55,964,276	54,999,547	55,193,306	54,246,574	54,265,252	18,678		54,265,252
Personnel								
Policy and Administration Services	2,024,944	2,222,751	2,204,425	2,058,645	2,157,948	99,303		2,118,899
Management Services	1,440,336	1,543,186	1,736,564	1,647,315	1,866,822	219,507		1,829,323
Development Services	1,723,220	1,907,200	1,900,780	1,777,886	1,986,831	208,945		1,946,444
Police Services	13,756,784	15,805,298	15,877,148	14,703,781	12,664,759	(2,039,022)	*	13,059,438
Fire Services	11,617,539	11,611,375	11,951,223	11,826,172	12,163,678	337,505		12,158,509
Operation Services	3,801,034	4,431,300	4,671,909	4,445,121	4,825,202	380,081		3,408,649
Non-Departmental	28,985	109,420	109,420	9,420	19,420	10,000		19,420
Total	34,392,842	37,630,531	38,451,469	36,468,340	35,684,660	(783,680)		34,540,682
Other Operating								
Policy and Administration Services	1,247,608	1,677,676	1,377,597	1,124,577	1,351,410	226,833		1,387,210
Management Services	3,380,581	3,180,109	3,416,157	3,012,718	2,906,310	(106,408)		3,362,516
Development Services	268,023	244,346	172,887	150,911	227,514	76,603		244,139
Police Services	4,287,006	5,899,048	6,062,219	5,660,423	4,852,370	(808,053)		4,852,370
Fire Services	2,286,040	3,370,544	4,089,655	3,075,780	2,995,250	(80,530)		3,270,250
Operation Services	2,254,434	2,785,264	3,214,271	3,311,736	2,012,353	(1,299,383)		2,288,959
Non-Departmental	5,595,695	5,520,120	5,775,861	5,004,297	4,235,193	(769,104)		6,474,871
Total	19,319,386	22,677,106	24,108,646	21,340,443	18,580,401	(2,760,042)		21,880,315
Total Operating Expenditures	53,712,229	60,307,637	62,560,115	57,808,783	54,265,060	(3,543,722)		56,420,997
Excess (Deficiency) Revenues Over Expenditures	2,252,048	(5,308,090)	(7,366,809)	(3,562,208)	192	3,562,400		(2,155,745)
Capital Outlay, Net of Reimbursements								
Policy and Administration Services	24,101	19,600	9,000	2,160	-	(2,160)		-
Management Services	172,324	40,000	1,662,455	1,622,274	38,237	(1,584,037)		-
Development Services	65,226	-	-	-	40,000	40,000		-
Police Services	1,834,302	-	1,057,160	1,132,160	(0)	(1,132,160)		-
Fire Services	266,238	8	102,004	45,000	605,000	560,000		-
Operation Services	4,159,837	376,400	1,406,008	1,282,645	570,800	(711,845)		433,800
Non-Departmental	2,200,867	-	7,858,785	7,289,721	-	(7,289,721)		-
Total	8,722,895	436,008	12,095,412	11,373,960	1,254,037	(10,119,923)		433,800
Excess (Deficiency) Revenues Over Expenditures	(6,470,847)	(5,744,098)	(19,462,221)	(14,936,168)	(1,253,845)	13,682,323		(2,589,545)
Fund Balance, Beginning of Year	41,942,915	29,995,346	35,472,068	35,472,068	20,535,900			19,282,055
Fund Balance, End of Year	$ 35,472,068	$ 24,251,248	$ 16,009,846	$ 20,535,900	$ 19,282,055			$ 16,692,510
Contingency Reserve Percent	56.8%	39.9%	21.4%	29.7%	34.7%			29.4%

*Decrease due to $1.7 million for Dispatchers moved to RVCC and an additional $430,900 SUT salary reimbursement.

City of Fort Smith

Budget Comparison Summary - Streets Maintenance Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)	FY27 Projected
Revenues							
Intergovernmental	$ 7,557,426	$ 8,060,000	$ 8,060,000	$ 7,508,207	$ 7,566,500	$ 58,293	$ 7,566,500
Taxes and Assessments	2,552,202	2,600,000	2,600,000	2,489,400	2,813,800	324,400	2,813,800
Licenses and Permits	287,485	360,000	360,000	321,024	322,000	976	322,000
Miscellaneous	644,291	200,000	200,000	438,045	264,200	(173,845)	264,200
Total Revenues	11,041,404	11,220,000	11,220,000	10,756,675	10,966,500	209,825	10,966,500
Personnel							
Policy and Administration Services	107,255	104,473	85,816	83,133	102,668	19,535	101,251
Management Services	490,871	559,912	559,099	524,208	627,686	103,478	615,218
Development Services	62,111	89,633	85,157	68,485	105,229	36,745	103,982
Operation Services	4,676,142	5,338,235	5,120,006	4,936,418	5,238,513	302,095	5,145,411
Non-Departmental	-	-	-	-	-	-	-
Total	5,336,378	6,092,254	5,850,078	5,612,244	6,074,097	461,853	5,965,862
Other Operating							
Policy and Administration Services	199,596	196,628	186,917	177,207	154,589	(22,619)	161,889
Management Services	672,609	1,000,915	859,152	768,183	767,972	(211)	807,947
Development Services	2,545	4,036	4,701	3,847	3,868	20	3,868
Operation Services	3,875,254	4,079,646	3,630,315	3,631,601	3,671,149	39,548	4,037,643
Non-Departmental	-	-	-	-	-	-	-
Total	4,750,004	5,281,226	4,681,084	4,580,839	4,597,578	16,739	5,011,347
Total Operating Expenditures	10,086,382	11,373,480	10,531,162	10,193,083	10,671,675	478,592	10,977,209
Excess (Deficiency) Revenues Over Expenditures	955,022	(153,480)	688,838	563,592	294,825		(10,709)
Capital Outlay							
Policy and Administration Services	10,613	7,600	4,000	960	-	(960)	-
Management Services	34,226	-	53,304	46,005	14,302	(31,703)	-
Development Services	9,179	-	-	-	-	-	-
Operation Services	1,525,199	50,000	1,469,100	1,554,058	1,200,000	(354,058)	1,200,000
Non-Departmental	-	-	-	-	-	-	-
Total	1,579,216	57,600	1,526,405	1,601,023	1,214,302	(386,721)	1,200,000
Excess (Deficiency) Revenues Over Expenditures	(624,194)	(211,080)	(837,567)	(1,037,431)	(919,477)		(1,210,709)
Fund Balance, Beginning of Year	9,706,603	6,404,621	9,082,409	9,082,409	8,044,978		7,125,501
Fund Balance, End of Year	$ 9,082,409	$ 6,193,541	$ 8,244,841	$ 8,044,978	$ 7,125,501		$ 5,914,792
Contingency Reserve Percent	77.9%	54.2%	68.4%	68.2%	59.9%		48.6%

Note - Reserved Equipment Replacement funds will be tracked through account 359500. (***)

Reserved Equipment Replacement Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget
Beginning Reserve Fund Balance	$ 2,527,142	$ 2,692,596	$ 2,692,596	$ 2,692,596	$ 1,930,760
Contributions	981,420	910,000	910,000	910,000	1,204,800
Replacement	815,966	910,000	910,000	1,671,836	1,150,000
*Ending Reserve Fund Balance	$ 2,692,596	$ 2,692,596	$ 2,692,596	$ 1,930,760	$ 1,985,560

*The Reserved Equipment Replacement fund balance is included in the Streets Maintenance Fund Balance, End of Year, noted above.

City of Fort Smith

Budget Comparison Summary - Water and Sewer Operating Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)	FY27 Projected
Revenues							
Water Sales	$ 31,415,944	$ 39,544,529	$ 39,544,529	$ 38,255,442	$ 38,949,098	$ 693,656	$ 38,949,098
Sewer Sales	28,893,661	31,459,851	31,459,851	30,192,251	31,775,118	1,582,867	31,775,118
Services Charges and Fees	1,931,076	1,589,295	1,589,295	1,143,454	739,752	(403,701)	739,752
Miscellaneous	2,231,621	615,000	644,026	1,510,576	771,362	(739,214)	771,362
Total Revenues	64,472,302	73,208,675	73,237,701	71,101,723	72,235,331	1,133,609	72,235,331
Personnel							
Policy and Administration Services	671,434	685,586	556,749	534,975	846,284	311,310	837,062
Management Services	2,524,284	3,007,797	3,012,740	2,826,848	3,606,534	779,687	3,536,877
Development Services	281,431	332,263	315,540	282,815	712,549	429,734	706,343
Operation Services	18,284,859	20,148,700	20,474,309	18,893,395	19,747,775	854,380	19,458,911
Non-Departmental	-	-	-	-	-	-	-
Total	21,762,008	24,174,345	24,359,338	22,538,032	24,913,142	2,375,110	24,539,193
Other Operating							
Policy and Administration Services	533,198	541,528	494,807	435,816	273,534	(162,282)	321,034
Management Services	2,530,320	4,496,026	3,670,986	3,323,448	3,259,882	(63,566)	3,480,057
Development Services	25,133	35,006	32,279	29,452	33,377	3,925	33,877
Operation Services	39,648,598	47,511,481	47,417,829	40,365,096	40,754,831	389,735	43,128,098
Non-Departmental	100,000	100,000	100,000	100,000	100,000	-	100,000
Total	42,837,249	52,684,041	51,715,901	44,253,812	44,421,625	167,812	47,063,066
Total Operating Expenditures	64,599,257	76,858,386	76,075,239	66,791,844	69,334,767	2,542,922	71,602,259
Excess (Deficiency)							
Revenues Over Expenditures	(126,955)	(3,649,711)	(2,837,538)	4,309,879	2,900,565		633,072
Capital Outlay							
Policy and Administration Services	62,747	42,150	23,500	5,640	-	(5,640)	-
Management Services	102,804	-	230,100	138,014	95,357	(42,657)	-
Development Services	16,727	-	-	-	-	-	-
Operation Services	427,872	-	734,179	734,179	2,016,385	1,282,206	-
Non-Departmental	-	-	-	-	-	-	-
Total	610,151	42,150	987,779	877,833	2,111,742	1,233,909	-
Excess (Deficiency)							
Revenues Over Expenditures	(737,105)	(3,691,861)	(3,825,317)	3,432,046	788,823		633,072
Working Capital, Beginning of Year	23,287,022	17,284,242	22,549,917	22,549,917	25,981,962		26,770,785
Working Capital, End of Year	$ 22,549,917	$ 13,592,381	$ 18,724,600	$ 25,981,962	$ 26,770,785		$ 27,403,858
Contingency Reserve Percent	34.6%	17.7%	24.3%	38.4%	37.5%		38.3%

City of Fort Smith

Budget Comparison Summary - Solid Waste Operating Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)	FY27 Projected
Revenues							
Intergovernmental	$ 8,000	$ -	$ -	$ 5,184	$ -	$ (5,184)	$ -
Service Charges and Fees	21,849,264	22,344,102	22,344,102	21,639,522	25,888,099	4,248,577	25,888,099
Miscellaneous	681,704	216,200	217,189	479,052	289,000	(190,052)	289,000
Total Revenues	22,538,968	22,560,302	22,561,291	22,123,758	26,177,099	4,053,341	26,177,099
Personnel							
Policy and Administration Services	283,329	290,974	234,716	225,149	276,847	51,698	272,969
Management Services	881,954	1,031,848	1,025,348	962,982	1,138,985	176,003	1,116,331
Operation Services	6,161,958	7,131,800	7,143,787	6,930,345	7,024,306	93,961	6,884,171
Non-Departmental	-	-	-	-	-	-	-
Total	7,327,241	8,454,622	8,403,851	8,118,475	8,440,138	321,662	8,273,471
Other Operating							
Policy and Administration Services	337,942	338,444	319,772	291,845	226,450	(65,394)	246,050
Management Services	1,071,270	1,723,884	1,402,805	1,266,617	1,271,385	4,769	1,337,389
Operation Services	6,708,007	8,642,510	8,612,779	8,020,980	8,490,061	469,081	8,490,061
Non-Departmental	825,000	825,000	825,000	825,000	1,825,000	1,000,000	825,000
Total	8,942,219	11,529,838	11,160,356	10,404,441	11,812,897	1,408,456	10,898,501
Total Operating Expenditures	16,269,460	19,984,460	19,564,208	18,522,917	20,253,035	1,730,118	19,171,972
Excess (Deficiency) Revenues Over Expenditures	6,269,508	2,575,842	2,997,083	3,600,841	5,924,064		7,005,127
Capital Outlay							
Policy and Administration Services	26,723	18,500	10,000	2,400	-	(2,400)	-
Management Services	51,338	-	83,086	69,007	29,433	(39,574)	-
Operation Services	316,606	465,001	385,944	495,000	568,800	73,800	568,800
Non-Departmental	5,476,087	5,476,087	5,476,087	5,476,087	5,234,433	(241,654)	8,047,424
Total	5,870,754	5,959,588	5,955,117	6,042,494	5,832,666	(209,828)	8,616,224
Excess (Deficiency) Revenues Over Expenditures	398,754	(3,383,746)	(2,958,034)	(2,441,653)	91,398		(1,611,097)
Working Capital, Beginning of Year	11,571,286	9,068,257	11,970,040	11,970,040	9,528,387		9,619,785
Adjusted Working Capital, End of Year	$ 11,970,040	$ 5,684,511	$ 9,012,006	$ 9,528,387	$ 9,619,785		$ 8,008,688
Contingency Reserve Percent	54.1%	21.9%	35.3%	38.8%	36.9%		28.8%

Department	FY26 Proposed Budget	FY26 Budget at 11/17/25 Hearing	Variance
Policy & Admin	**$ 5,558,229**	**$ 5,968,159**	**$ (409,930)**
Personnel	**3,503,221**	**3,793,151**	**(289,930)**
4100 Mayor	120,426	118,827	1,599
4101 Board of Directors	61,795	61,795	-
4101 Board of Directors (Salary Increase & Other Accounts)	51,241	51,241	-
4102 City Administrator	932,738	1,029,483	(96,745)
41022101 Contract and Bond Services	190,329	190,481	(152)
4201 District Court	1,395,607	1,433,633	(38,026)
4202 City Prosecutor	344,533	340,075	4,458
4206 District Court - State Division	64,863	63,639	1,224
4405 Internal Auditor	341,688	503,977	(162,289)
Operating	**2,055,008**	**2,175,008**	**(120,000)**
4100 Mayor	30,161	50,161	(20,000)
4100 Mayor (Non Allocation Accounts)	190,750	190,750	-
4101 Board of Directors	99,925	109,925	(10,000)
4102 City Administrator	402,900	452,900	(50,000)
4201 District Court	584,051	594,051	(10,000)
4202 City Prosecutor	27,225	27,225	-
4203 Public Defender	92,500	92,500	-
4204 City Attorney	435,000	435,000	-
4205 RISE Court	37,700	37,700	-
4207 District Court - DWI Court	72,700	72,700	-
4405 Internal Auditor	82,097	112,097	(30,000)
Management Services	**16,882,199**	**18,178,279**	**(1,296,080)**
Personnel	**7,827,450**	**8,243,530**	**(416,080)**
4104 Human Resources	908,749	1,042,990	(134,241)
4105 City Clerk	300,902	296,364	4,538
4301 Finance	1,924,161	2,062,653	(138,492)
4306 Purchasing	149,594	244,953	(95,359)
4401 Information & Technology Svcs	1,813,576	1,869,311	(55,735)
4407 Communications	345,265	337,779	7,486
4501 City Services	229,272	226,070	3,202
4502 Program Services	240,731	237,274	3,457
4503 Facilities Maintenance	335,245	328,694	6,551
4504 Citizens Service	1,579,954	1,597,442	(17,488)
Operating	**8,869,729**	**9,699,729**	**(830,000)**
4104 Human Resources	145,682	151,182	(5,500)
4105 City Clerk	156,450	156,450	-
4301 Finance	420,347	450,347	(30,000)
4306 Purchasing	46,557	46,557	-
4401 Information & Technology Svcs	6,007,077	6,257,077	(250,000)
4407 Communications	249,778	274,778	(25,000)
4501 City Services	264,150	564,150	(300,000)
4502 Program Services	24,350	24,350	-
4503 Facilities Maintenance	735,120	954,620	(219,500)
4504 Citizens Service	820,219	820,219	-
4504 Citizens Service - CC Fees	-	-	-
Capital Outlay	**185,020**	**235,020**	**(50,000)**
4104 Human Resources	41,020	41,020	-
4401 Information & Technology Svcs	60,000	60,000	-
4503 Facilities Maintenance	-	50,000	(50,000)
4504 Citizens Service	84,000	84,000	-

Department	FY26 Proposed Budget	FY26 Budget at 11/17/25 Hearing	Variance
Development Services	**5,139,101**	**5,253,661**	**(114,560)**
Personnel	**4,748,202**	**4,845,262**	**(97,060)**
4103 Street Engineering	1,992,138	1,702,640	289,498
41031105 Engineering Administration	224,902	374,797	(149,895)
4106 Planning & Zoning	1,031,282	1,092,560	(61,278)
4108 Building Safety	1,274,406	1,248,991	25,415
41082101 Specialized Inspections	225,474	426,274	(200,800)
Operating	**350,899**	**368,399**	**(17,500)**
4103 Street Engineering	77,351	77,351	-
4106 Planning & Zoning	135,946	138,446	(2,500)
4108 Building Safety	137,602	152,602	(15,000)
Capital Outlay	**40,000**	**40,000**	**-**
4108 Building Safety	40,000	40,000	-
Police	**17,517,129**	**20,589,985**	**(3,072,857)**
Personnel	**12,664,759**	**13,782,734**	**(1,117,975)**
4701 Administration	1,430,953	1,433,984	(3,031)
4702 Support Services	1,504,591	1,609,665	(105,074)
4703 Investigations	2,760,481	2,993,424	(232,943)
4704 Field Operations	4,983,711	5,626,518	(642,807)
4705 Special Operations	1,467,202	1,527,158	(59,956)
4706 Airport Services	225,829	233,733	(7,904)
4707 Animal Services	291,992	358,252	(66,260)
Operating	**4,852,370**	**4,852,370**	**-**
4701 Administration	866,158	866,158	-
4702 Support Services	703,020	703,020	-
4703 Investigations	281,663	281,663	-
4704 Field Operations	925,413	925,413	-
4705 Special Operations	195,243	195,243	-
4707 Animal Services	1,060,874	1,060,874	-
4710 Sebastian County Detention Center	820,000	820,000	-
Capital Outlay	**(0)**	**1,954,881**	**(1,954,881)**
4701 Administration	-	1,000,000	(1,000,000)
4702 Support Services	(0)	954,881	(954,881)
Fire	**15,763,928**	**16,227,094**	**(463,166)**
Personnel	**12,163,678**	**12,351,844**	**(188,166)**
4801 Administration	1,126,846	1,109,786	17,060
4802 Suppression	10,755,936	10,960,982	(205,046)
4804 Training	280,896	281,076	(180)
Operating	**2,995,250**	**3,335,250**	**(340,000)**
4801 Administration	489,026	489,026	-
4802 Suppression	2,323,348	2,663,348	(340,000)
4804 Training	182,876	182,876	-
Capital Outlay	**605,000**	**540,000**	**65,000**
4802 Suppression	605,000	540,000	65,000

Department	FY26 Proposed Budget	FY26 Budget at 11/17/25 Hearing	Variance
Public Works	**9,987,181**	**10,665,096**	**(677,914)**
Personnel	**5,219,252**	**5,533,872**	**(314,620)**
5100 Public Works Administration	424,196	424,479	(283)
5101 Administration	319,318	305,328	13,990
5302 Heavy Construction	645,661	636,046	9,615
5303 Street Drainage	1,116,791	1,361,415	(244,624)
5304 Street Maintenance	980,447	1,031,949	(51,502)
5305 Sidewalk Construction	692,189	678,111	14,078
5401 Traffic Control	1,040,650	1,096,544	(55,894)
Operating	**3,567,930**	**3,931,224**	**(363,294)**
5101 Administration	233,994	274,094	(40,100)
5302 Heavy Construction	182,504	302,328	(119,824)
5303 Street Drainage	452,430	491,430	(39,000)
5304 Street Maintenance	321,118	386,868	(65,750)
5305 Sidewalk Construction	492,230	498,980	(6,750)
5401 Traffic Control	485,653	577,523	(91,870)
5403 Street Lighting	1,400,000	1,400,000	-
Capital Outlay	**1,200,000**	**1,200,000**	**-**
5101 Administration	50,000	50,000	-
5303 Street Drainage	265,000	265,000	-
5304 Street Maintenance	195,000	195,000	-
5305 Sidewalk Construction	505,000	505,000	-
5401 Traffic Control	185,000	185,000	-
Water Resources	**62,306,893**	**70,383,393**	**(8,076,500)**
Personnel	**19,535,677**	**20,563,839**	**(1,028,162)**
5501 Utility Administration	1,066,815	625,363	441,452
5521 Business Operations	855,613	831,814	23,799
5523 Engineering	1,992,920	2,204,345	(211,425)
5524 Technology	367,550	625,226	(257,676)
55560400 Water Treatment	1,698,473	1,689,061	9,412
5610 Water Line Maintenance	4,540,346	5,450,122	(909,776)
5611 Sewer Line Maintenance	2,867,707	2,869,940	(2,233)
5625 Environmental Quality	1,653,328	1,423,534	229,794
5626 Easement, Building, Station Maintenance	2,267,989	2,639,385	(371,396)
56560300 Water Reclamation	2,224,937	2,205,049	19,888
Operating	**40,754,831**	**43,528,098**	**(2,773,267)**
5501 Utility Administration	796,782	817,307	(20,525)
5521 Business Operations	222,923	314,694	(91,771)
5523 Engineering	183,100	321,667	(138,567)
5524 Technology	20,310	21,710	(1,400)
55560400 Water Treatment	7,105,217	7,526,346	(421,129)
5590 Non-Capital Projects	362,500	832,500	(470,000)
5610 Water Line Maintenance	3,028,968	3,870,782	(841,814)
5611 Sewer Line Maintenance	1,501,634	1,581,323	(79,689)
5618 Debt Service	19,672,950	19,672,950	-
5625 Environmental Quality	722,773	802,559	(79,786)
5626 Easement, Building, Station Maintenance	2,492,940	3,048,098	(555,158)
56560300 Water Reclamation	4,644,735	4,718,163	(73,428)
Capital Outlay	**2,016,385**	**6,291,456**	**(4,275,071)**
5523 Engineering	44,850	142,090	(97,240)
55560400 Water Treatment	89,000	3,209,000	(3,120,000)
5610 Water Line Maintenance	394,444	435,944	(41,500)
5611 Sewer Line Maintenance	1,313,091	1,313,091	-
5625 Environmental Quality	-	42,241	(42,241)
5626 Easement, Building, Station Maintenance	130,000	915,450	(785,450)
56560300 Water Reclamation	45,000	233,640	(188,640)

Department	FY26 Proposed Budget	FY26 Budget at 11/17/25 Hearing	Variance
Solid Waste	**16,083,168**	**16,283,006**	**(199,839)**
Personnel	**7,024,306**	**7,224,145**	**(199,839)**
6301 Administration	792,081	891,982	(99,901)
6302 Residential Collections	2,249,589	2,206,697	42,892
6303 Commercial Collections	777,555	828,226	(50,671)
6304 Fleets & Grounds Maintenance	975,057	1,040,853	(65,796)
6305 Sanitary Landfill	1,438,359	1,480,064	(41,705)
6307 Industrial Collection	708,148	694,210	13,938
6308 Waste Reduction	83,517	82,113	1,404
Operating	**8,490,061**	**8,490,061**	**-**
6301 Administration	170,882	170,882	-
6302 Residential Collections	1,129,975	1,129,975	-
6303 Commercial Collections	642,820	642,820	-
6304 Fleets & Grounds Maintenance	640,356	640,356	-
6305 Sanitary Landfill	4,737,616	4,737,616	-
6307 Industrial Collection	660,112	660,112	-
6308 Waste Reduction	508,300	508,300	-
Capital Outlay	**568,800**	**568,800**	**-**
6301 Administration	70,000	70,000	-
6302 Residential Collections	175,000	175,000	-
6303 Commercial Collections	274,400	274,400	-
6307 Industrial Collection	49,400	49,400	-
Parks & Recreation	**3,666,600**	**3,883,881**	**(217,281)**
Personnel	**2,371,238**	**2,434,689**	**(63,451)**
6201 Parks Maintenance	1,542,398	1,582,902	(40,504)
6202 Oak Cemetery	161,246	174,807	(13,562)
6204 Community Centers	173,806	171,542	2,264
6205 Aquatics	119,313	119,313	-
6206 Riverfront/Downtown Maintenance	374,475	386,125	(11,650)
Operating	**1,033,362**	**1,122,192**	**(88,830)**
6201 Parks Maintenance (560000)	40,000	40,000	-
6201 Parks Maintenance (Operating)	688,132	709,462	(21,330)
6202 Oak Cemetery	15,500	25,500	(10,000)
6204 Community Centers	13,820	33,820	(20,000)
6205 Aquatics	81,003	106,003	(25,000)
6206 Riverfront/Downtown Maintenance	194,907	207,407	(12,500)
Capital Outlay	**262,000**	**327,000**	**(65,000)**
6201 Parks Maintenance (Capital)	182,000	247,000	(65,000)
6202 Oak Cemetery	80,000	80,000	-
Transit	**4,825,060**	**5,055,095**	**(230,035)**
Personnel	**2,560,750**	**2,515,785**	**44,965**
01016550 Transit	2,560,750	2,515,785	44,965
Operating	**720,310**	**870,310**	**(150,000)**
01016550 Transit	720,310	870,310	(150,000)
Capital Outlay	**1,544,000**	**1,669,000**	**(125,000)**
01016550 Transit	1,544,000	1,669,000	(125,000)

Department	FY26 Proposed Budget	FY26 Budget at 11/17/25 Hearing	Variance
Miss Laura's	**233,742**	**268,324**	**(34,581)**
Personnel	**124,574**	**123,180**	**1,394**
11140101 Miss Laura's Museum	124,574	123,180	1,394
Operating	**109,168**	**145,144**	**(35,975)**
11140101 Miss Laura's Museum	109,168	145,144	(35,975)
Health Services	**252,733**	**252,733**	**-**
Operating	**252,733**	**252,733**	**-**
6101 Health	252,733	252,733	-
Non Departmental	**11,414,046**	**13,526,114**	**(2,112,068)**
Personnel	**19,420**	**19,420**	**-**
01010170 - General Fund	19,420	19,420	-
Operating	**6,160,193**	**5,459,270**	**700,923**
01010170 - General Fund	4,235,193	4,534,270	(299,077)
21010670 Water & Sewer	100,000	100,000	-
21040770 Solid Waste	1,825,000	825,000	1,000,000
Capital Outlay	**5,234,433**	**8,047,424**	**(2,812,991)**
21040770 Solid Waste	5,234,433	8,047,424	(2,812,991)
Grand Total	**$ 169,630,009**	**$ 186,534,820**	**$ (16,904,811)**

Distribution of Appropriations to the Operating Funds
Allocation impact from the Proposed Adjustments

		Total Adjustment	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Policy & Administrative Services						
4100 Mayor	Personnel	1,599	640	80	544	144
4100 Mayor	Operating	(20,000)	(8,000)	(1,000)	(6,800)	(1,800)
4101 Board of Directors	Operating	(10,000)	(2,800)	(800)	(3,700)	(1,800)
4102 City Administrator	Personnel	(96,745)	(17,414)	(7,740)	(45,470)	(19,349)
4102 City Administrator	Operating	(50,000)	(9,000)	(4,000)	(23,500)	(10,000)
41022101 Contract and Bond Services	Personnel	(152)	-	-	(152)	-
4201 District Court	Personnel	(38,026)	(38,026)	-	-	-
4201 District Court	Operating	(10,000)	(10,000)	-	-	-
4202 City Prosecutor	Personnel	4,458	4,458	-	-	-
4206 District Court - State Division	Personnel	1,224	1,224	-	-	-
4405 Internal Auditor	Personnel	(162,289)	(32,458)	(8,114)	(73,030)	(32,458)
4405 Internal Auditor	Operating	(30,000)	(6,000)	(1,500)	(13,500)	(6,000)
Total Policy and Administration Services Division*		(409,931)	(117,376)	(23,074)	(165,609)	(71,263)
Management Services						
4104 Human Resources	Personnel	(134,241)	(46,984)	(13,424)	(46,984)	(20,136)
4104 Human Resources	Operating	(5,500)	(1,925)	(550)	(1,925)	(825)
4105 City Clerk	Personnel	4,538	1,271	363	1,679	817
4301 Finance	Personnel	(138,492)	(24,929)	(13,849)	(58,167)	(20,774)
4301 Finance	Operating	(30,000)	(5,400)	(3,000)	(12,600)	(4,500)
4306 Purchasing	Personnel	(95,359)	(28,608)	(11,443)	(35,283)	(14,304)
4401 Information & Technology Svcs	Personnel	(55,735)	(20,622)	(5,574)	(16,721)	(8,360)
4401 Information & Technology Svcs	Operating	(250,000)	(92,500)	(25,000)	(75,000)	(37,500)
4407 Communications	Personnel	7,486	1,347	599	3,518	1,497
4407 Communications	Operating	(25,000)	(4,500)	(2,000)	(11,750)	(5,000)
4501 City Services	Personnel	3,202	3,202	-	-	-
4501 City Services	Operating	(300,000)	(300,000)	-	-	-
4502 Program Services	Personnel	3,457	-	-	3,457	-
4503 Facilities Maintenance	Personnel	6,551	1,548	281	3,549	543
4503 Facilities Maintenance	Operating	(219,500)	(51,881)	(9,425)	(118,900)	(18,179)
4503 Facilities Maintenance	Capital Outlay	(50,000)	(11,818)	(2,147)	(27,084)	(4,141)
4504 Citizens Service	Personnel	(17,488)	(350)	(874)	(13,116)	(2,973)
Total Management Services Division*		(1,296,081)	(582,148)	(86,043)	(405,326)	(133,835)
Development Services						
4103 Street Engineering	Personnel	289,498	5,790	14,475	23,160	-
41031105 Engineering Administration	Personnel	(149,895)	(1,499)	(3,747)	(80,943)	-
4106 Planning & Zoning	Personnel	(61,278)	(39,831)	-	(12,256)	-
4106 Planning & Zoning	Operating	(2,500)	(1,625)	-	(500)	-
4108 Building Safety	Personnel	25,415	25,415	-	-	-
4108 Building Safety	Operating	(15,000)	(15,000)	-	-	-
4108 Building Safety	Capital Outlay		-	-	-	-
41082101 Specialized Inspections	Personnel	(200,800)	-	-	(200,800)	-
Total Development Services Division*		(114,560)	(26,750)	10,728	(271,339)	-

Note*- Variance in totals is due to allocation to funds other then the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
Allocation impact from the Proposed Adjustments

		Total Adjustment	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Police Services						
4701 Administration	Personnel	(3,031)	(3,031)	-	-	-
4701 Administration	Capital Outlay	(1,000,000)	(1,000,000)	-	-	-
4702 Support Services	Personnel	(105,074)	(105,074)	-	-	-
4702 Support Services	Capital Outlay	(954,881)	(954,881)	-	-	-
4703 Investigations	Personnel	(232,943)	(232,943)	-	-	-
4704 Field Operations	Personnel	(642,807)	(642,807)	-	-	-
4705 Special Operations	Personnel	(59,956)	(59,956)	-	-	-
4705 Special Operations	Operating		-	-	-	-
4706 Airport Services	Personnel	(7,904)	(7,904)	-	-	-
4707 Animal Services	Personnel	(66,260)	(66,260)	-	-	-
4707 Animal Services	Operating		-	-	-	-
4710 Sebastian County Detention Center	Operating		-	-	-	-
Total Police Services Division*		(3,072,856)	(3,072,856)	-	-	-
Fire Services						
4801 Administration	Personnel	17,060	17,060	-	-	-
4802 Suppression	Personnel	(205,046)	(205,046)	-	-	-
4802 Suppression	Operating	(340,000)	(340,000)	-	-	-
4802 Suppression	Capital Outlay	65,000	65,000	-	-	-
4804 Training	Personnel	(180)	(180)	-	-	-
Total Fire Services Division		(463,166)	(463,166)	-	-	-
Operation Services						
Streets & Traffic Control						
5100 Public Works Administration	Personnel	(283)	-	(142)	(142)	-
5101 Administration	Personnel	13,990	-	13,990	-	-
5101 Administration	Operating	(40,100)	-	(40,100)	-	-
5302 Heavy Construction	Personnel	9,615	-	9,615	-	-
5302 Heavy Construction	Operating	(119,824)	-	(119,824)	-	-
5303 Street Drainage	Personnel	(244,624)	-	(244,624)	-	-
5303 Street Drainage	Operating	(39,000)	-	(39,000)	-	-
5304 Street Maintenance	Personnel	(51,502)	-	(51,502)	-	-
5304 Street Maintenance	Operating	(65,750)	-	(65,750)	-	-
5305 Sidewalk Construction	Personnel	14,078	-	14,078	-	-
5305 Sidewalk Construction	Operating	(6,750)	-	(6,750)	-	-
5401 Traffic Control	Personnel	(55,894)	-	(55,894)	-	-
5401 Traffic Control	Operating	(91,870)	-	(91,870)	-	-
Total Streets and Traffic Control		(677,914)	-	(677,773)	(142)	-

Note*- Variance in totals is due to allocation to funds other then the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
Allocation impact from the Proposed Adjustments

		Total Adjustment	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Water & Sewer						
5501 Utility Administration	Personnel	441,452	-	-	441,452	-
5501 Utility Administration	Operating	(20,525)	-	-	(20,525)	-
5521 Business Operations	Personnel	23,799	-	-	23,799	-
5521 Business Operations	Operating	(91,771)	-	-	(91,771)	-
5523 Engineering	Personnel	(211,425)	-	-	(211,425)	-
5523 Engineering	Operating	(138,567)	-	-	(138,567)	-
5523 Engineering	Capital Outlay	(97,240)	-	-	(97,240)	-
5524 Technology	Personnel	(257,676)	-	-	(257,676)	-
5524 Technology	Operating	(1,400)	-	-	(1,400)	-
55560400 Water Treatment	Personnel	9,412	-	-	9,412	-
55560400 Water Treatment	Operating	(421,129)	-	-	(421,129)	-
55560400 Water Treatment	Capital Outlay	(3,120,000)	-	-	(3,120,000)	-
5590 Non-Capital Projects	Operating	(470,000)	-	-	(470,000)	-
56560300 Water Reclamation	Personnel	19,888	-	-	19,888	-
56560300 Water Reclamation	Operating	(73,428)	-	-	(73,428)	-
56560300 Water Reclamation	Capital Outlay	(188,640)	-	-	(188,640)	-
5610 Water Line Maintenance	Personnel	(909,776)	-	-	(909,776)	-
5610 Water Line Maintenance	Operating	(841,814)	-	-	(841,814)	-
5610 Water Line Maintenance	Capital Outlay	(41,500)	-	-	(41,500)	-
5611 Sewer Line Maintenance	Personnel	(2,233)	-	-	(2,233)	-
5611 Sewer Line Maintenance	Operating	(79,689)	-	-	(79,689)	-
5625 Environmental Quality	Personnel	229,794	-	-	229,794	-
5625 Environmental Quality	Operating	(79,786)	-	-	(79,786)	-
5625 Environmental Quality	Capital Outlay	(42,241)	-	-	(42,241)	-
5626 Easement, Building, Station Maintenance	Personnel	(371,396)	-	-	(371,396)	-
5626 Easement, Building, Station Maintenance	Operating	(555,158)	-	-	(555,158)	-
5626 Easement, Building, Station Maintenance	Capital Outlay	(785,450)	-	-	(785,450)	-
Total Water and Sewer		(8,076,499)	-	-	(8,076,499)	-
Operation Services - Solid Waste						
6301 Administration	Personnel	(99,901)	-	-	-	(99,901)
6302 Residential Collections	Personnel	42,892	-	-	-	42,892
6303 Commercial Collections	Personnel	(50,671)	-	-	-	(50,671)
6304 Fleets & Grounds Maintenance	Personnel	(65,796)	-	-	-	(65,796)
6305 Sanitary Landfill	Personnel	(41,705)	-	-	-	(41,705)
6307 Industrial Collection	Personnel	13,938	-	-	-	13,938
6308 Waste Reduction	Personnel	1,404	-	-	-	1,404
Total Solid Waste		(199,839)	-	-	-	(199,839)
Operation Services - Parks						
6201 Parks Maintenance	Personnel	(40,504)	(34,428)	(6,076)	-	-
6201 Parks Maintenance (Operating)	Operating	(21,330)	(18,131)	(3,200)	-	-
6201 Parks Maintenance (Capital)	Capital Outlay	(65,000)	(65,000)	-	-	-
6202 Oak Cemetery	Personnel	(13,562)	(13,562)	-	-	-
6202 Oak Cemetery	Operating	(10,000)	(10,000)	-	-	-
6204 Community Centers	Personnel	2,264	2,264	-	-	-
6204 Community Centers	Operating	(20,000)	(20,000)	-	-	-
6205 Aquatics	Operating	(25,000)	(25,000)	-	-	-
6206 Riverfront/Downtown Maintenance	Personnel	(11,650)	(11,650)	-	-	-
6206 Riverfront/Downtown Maintenance	Operating	(12,500)	(12,500)	-	-	-
Total Parks and Community Services		(217,282)	(208,007)	(9,275)	-	-

Note*- Variance in totals is due to allocation to funds other then the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
Allocation impact from the Proposed Adjustments

		Total Adjustment	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Transit						
01016550 Transit	Personnel	44,965	44,965	-	-	-
01016550 Transit	Operating	(150,000)	(150,000)	-	-	-
01016550 Transit	Capital Outlay	(125,000)	(125,000)	-	-	-
Total Transit		(230,035)	(230,035)	-	-	-
Operation Services - Miss Laura's						
11140101 Miss Laura's Museum	Personnel	1,394	1,394	-	-	-
11140101 Miss Laura's Museum	Operating	(35,975)	(35,975)	-	-	-
Total Miss Laura's		(34,581)	(34,581)	-	-	-
Non-Departmental						
01010170 - General Fund	Operating	(299,077)	(299,077)	-	-	-
21040770 Solid Waste	Operating	1,000,000	-	-	-	1,000,000
21040770 Solid Waste	Capital Outlay	(2,812,991)				(2,812,991)
Total Non-Departmental*		(2,112,068)	(299,077)	-	-	(1,812,991)
Total*		(16,904,812)	(5,033,996)	(785,437)	(8,918,914)	(2,217,928)

Note*- Variance in totals is due to allocation to funds other then the four budgeted operating funds.

Department	Program	Category	FY24 Actuals	FY26 11/17 Budget Hearing	FY26 Proposed Budget	Variance FY26 Proposed - FY24 Actuals
Policy & Admin	4100 Mayor	Personnel	$ 111,331	$ 118,827	$ 120,426	$ 9,095
Policy & Admin	4101 Board of Directors	Personnel	111,983	113,036	113,036	1,053
Policy & Admin	4102 City Administrator	Personnel	1,039,938	1,029,483	932,738	(107,200)
Policy & Admin	41022101 Contract and Bond Services	Personnel	-	190,481	190,329	190,329
Policy & Admin	4201 District Court	Personnel	1,374,673	1,433,633	1,395,607	20,934
Policy & Admin	4202 City Prosecutor	Personnel	246,106	340,075	344,533	98,427
Policy & Admin	4206 District Court - State Division	Personnel	50,751	63,639	64,863	14,112
Policy & Admin	4405 Internal Auditor	Personnel	270,996	503,977	341,688	70,692
Policy & Admin	42081104 Central Business Improvement District	Personnel	71,474	127,554	127,456	55,982
Management Services	4104 Human Resources	Personnel	685,174	1,042,990	908,749	223,575
Management Services	4105 City Clerk	Personnel	273,266	296,364	300,902	27,636
Management Services	4301 Finance	Personnel	1,218,673	2,062,653	1,924,161	705,488
Management Services	4306 Purchasing	Personnel	248,811	244,953	149,594	(99,217)
Management Services	4401 Information & Technology Svcs	Personnel	1,726,379	1,869,311	1,813,576	87,197
Management Services	4407 Communications	Personnel	110,126	337,779	345,265	235,139
Management Services	4501 City Services	Personnel	46,260	226,070	229,272	183,012
Management Services	4502 Program Services	Personnel	-	237,274	240,731	240,731
Management Services	4503 Facilities Maintenance	Personnel	-	328,694	335,245	335,245
Management Services	5520/4504 Citizens Service	Personnel	1,346,388	1,597,442	1,579,954	233,566
Development Services	4103 Street Engineering	Personnel	1,242,229	1,702,640	1,992,138	749,909
Development Services	41031105 Engineering Administration	Personnel	-	374,797	224,902	224,902
Development Services	4106 Planning & Zoning	Personnel	910,261	1,092,560	1,031,282	121,021
Development Services	4107 Community Development	Personnel	345,663	319,635	319,418	(26,245)
Development Services	4108 Building Safety	Personnel	1,106,706	1,248,991	1,274,406	167,700
Development Services	41082101 Specialized Inspections	Personnel	-	426,274	225,474	225,474
Development Services	6900 Neighborhood Services	Personnel	726,626	905,895	905,236	178,610
Police	4701 Administration	Personnel	1,277,474	1,433,984	1,430,953	153,479
Police	4702 Support Services	Personnel	1,331,282	1,609,665	1,504,591	173,309
Police	4703 Investigations	Personnel	2,473,971	2,993,424	2,760,481	286,510
Police	4704 Field Operations	Personnel	5,457,226	5,626,518	4,983,711	(473,515)
Police	4705 Special Operations	Personnel	1,175,416	1,527,158	1,467,202	291,786
Police	4706 Airport Services	Personnel	197,462	233,733	225,829	28,367
Police	4707 Animal Services	Personnel	295,351	358,252	291,992	(3,359)
Police	4708 Communications	Personnel	1,548,603	-	-	(1,548,603)
Police	1112 River Valley Communications Center	Personnel	-	2,435,790	1,938,971	1,938,971
Police	6920 Parking Enforcement	Personnel	88,137	-	-	(88,137)
Fire	4801 Administration	Personnel	947,846	1,109,786	1,126,846	179,000
Fire	4802 Suppression	Personnel	10,446,140	10,960,982	10,755,936	309,796
Fire	4803 Fire 1/8% SUT Funds	Personnel	2,231,582	2,406,526	2,346,878	115,296
Fire	4804 Training	Personnel	223,553	281,076	280,896	57,343
Public Works	5100 Public Works Administration	Personnel	-	424,479	424,196	424,196
Public Works	5101 Administration	Personnel	573,852	305,328	319,318	(254,534)
Public Works	5302 Heavy Construction	Personnel	559,293	636,046	645,661	86,368
Public Works	5303 Street Drainage	Personnel	987,635	1,361,415	1,116,791	129,156
Public Works	5304 Street Maintenance	Personnel	888,748	1,031,949	980,447	91,699
Public Works	5305 Sidewalk Construction	Personnel	610,254	678,111	692,189	81,935
Public Works	5401 Traffic Control	Personnel	862,323	1,096,544	1,040,650	178,327
Water Resources	5501 Utility Administration	Personnel	1,167,809	625,363	1,066,815	(100,994)
Water Resources	5521 Business Operations	Personnel	1,173,586	831,814	855,613	(317,973)
Water Resources	5522 Communications & Training	Personnel	579,311	-	-	(579,311)
Water Resources	5523 Engineering	Personnel	1,927,049	2,204,345	1,992,920	65,871
Water Resources	5524 Technology	Personnel	166,199	625,226	367,550	201,351
Water Resources	55560400 Water Treatment	Personnel	1,454,319	1,689,061	1,698,473	244,154
Water Resources	56560300 Water Reclamation	Personnel	2,038,869	2,205,049	2,224,937	186,068
Water Resources	5610 Water Line Maintenance	Personnel	4,078,926	5,450,122	4,540,346	461,420
Water Resources	5611 Sewer Line Maintenance	Personnel	2,575,415	2,869,940	2,867,707	292,292
Water Resources	5625 Environmental Quality	Personnel	1,360,242	1,423,534	1,653,328	293,086
Water Resources	5626 Easement, Building, Station Maintenance	Personnel	1,763,134	2,639,385	2,267,989	504,855
Solid Waste	6301 Administration	Personnel	648,044	891,982	792,081	144,037
Solid Waste	6302 Residential Collections	Personnel	2,007,319	2,206,697	2,249,589	242,270
Solid Waste	6303 Commercial Collections	Personnel	734,893	828,226	777,555	42,662
Solid Waste	6304 Fleets & Grounds Maintenance	Personnel	865,172	1,040,853	975,057	109,885
Solid Waste	6305 Sanitary Landfill	Personnel	1,213,076	1,480,064	1,438,359	225,283
Solid Waste	6307 Industrial Collection	Personnel	620,275	694,210	708,148	87,873
Solid Waste	6308 Waste Reduction	Personnel	73,179	82,113	83,517	10,338
Parks & Recreation	6201 Parks Maintenance	Personnel	1,293,575	1,582,902	1,542,398	248,823
Parks & Recreation	6202 Oak Cemetery	Personnel	150,458	174,807	161,246	10,788
Parks & Recreation	6204 Community Centers	Personnel	122,844	171,542	173,806	50,962
Parks & Recreation	6205 Aquatics	Personnel	32,270	119,313	119,313	87,043
Parks & Recreation	6206 Riverfront/Downtown Maintenance	Personnel	202,559	386,125	374,475	171,916
Transit	01016550 Transit	Personnel	2,193,366	2,515,785	2,560,750	367,384
Miss Laura's	11140101 Miss Laura's Museum	Personnel	-	123,180	124,574	124,574
Non Departmental	01010170 - General Fund	Personnel	15,441	19,420	19,420	3,979
Total			**$ 73,897,292**	**$ 87,626,850**	**$ 83,400,485**	**$ 9,503,193**

City of Fort Smith
Citizen & City Services

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Joshua D. Robertson, Director of Citizen Services

DATE: December 9, 2025

SUBJECT: Alleyway Rehabilitation Project Construction Contract

SUMMARY

The City issued a public bid for the Alleyway Rehabilitation Project, funded entirely through the EPA Climate Pollution Reduction Grant (CPRG). Bids were opened on September 4, 2025, and Western Millwright Commercial Construction Inc. submitted the lowest bid in the amount of $2,189,410.00. McClelland Consulting Engineers, Inc. reviewed the bid materials and recommends award to Western Millwright.

Following execution of the standard bid process, the Engineer put forth revisions for the removal of the integrally colored, stamped concrete. Since this was completed 60 days past the open bid, the Contractor also requested revisions to several bid item quantities. These adjustments are consolidated in Change Order No. 1, which increases the contract by $554,862.50. The new total contract amount is $2,744,272.50. McClelland Consulting Engineers, Inc. recommends approval of this change order, and Western Millwright has formally accepted it. Metroplan has reviewed the bid tabulation and change order and has agreed for the City to present this agreement for Board approval.

The revised contract amount remains fully funded by the CPRG grant, with no financial impact to the City's General Fund. The project will rehabilitate approximately 12,524 linear feet of alleyways within Wards 1 and 2, supporting critical infrastructure improvements with federal grant support.

ATTACHMENTS

1. Resolution_-_Alleyway_Rehab_Construction_Contract.pdf
2. Alleyway Rehab Project Bid Tabulation Sheet.pdf
3. Bid Recommendation Western Millwright.pdf
4. WMCC Letter for FS Alleyway.pdf
5. 24-8109 Change Order No. 1, MCE & WMCC Signed.pdf
6. Alley Section Photo Reduced.pdf
7. 24-8109 Alleyway Rehab - Layout Map.pdf

FISCAL IMPACT:	*$2,744,272.50*
BUDGET INFORMATION:	*Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)*
GRANT AMOUNT:	*$14,500,000.00*
GRANT NAME:	*Climate Pollution Reduction Grant (CPRG)*
GRANT AGENCY:	*Environmental Protection Agency (EPA)*

RESOLUTION NO. _____

A RESOLUTION APPROVING ANDAUTHORIZING THE EXECUTION OF A CONTRACT WITH WESTERN MILLWRIGHT COMMERCIAL CONSTRUCTION INC. FOR THE ALLEYWAY REHABILITATION PROJECT AND APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH WESTERN MILLWRIGHT COMMERCIAL CONSTRUCTION INC.

WHEREAS, the City of Fort Smith issued a public bid for the Alleyway Rehabilitation Project, funded by the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant (CPRG); and

WHEREAS, bids were opened on September 4, 2025, and Western Millwright Commercial Construction Inc. submitted the lowest responsive, responsible bid in the amount of $2,189,410.00, as shown in the certified bid tabulation; and

WHEREAS, McClelland Consulting Engineers, Inc. has reviewed and verified the bid and recommends award to Western Millwright Commercial Construction Inc.; and

WHEREAS, the project includes the rehabilitation of approximately 12,524 linear feet of alleyways within Wards 1 and 2, and is funded 100% by CPRG with no financial impact to the City's General Fund; and

WHEREAS, Change Order No. 1 has been submitted by McClelland Consulting Engineers, Inc. and Western Millwright Commercial Construction Inc., revising bid item pricing and removing integrally colored, stamped concrete, resulting in an increase of $554,862.50, for a revised contract amount of $2,744,272.50 as shown in the executed Change Order documents; and

WHEREAS, Western Millwright Commercial Construction Inc. has confirmed acceptance of the revised contract amount in the contractor's signed letter dated December 2, 2025.

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

SECTION 1: A contract with Western Millwright Commercial Construction Inc., which is incorporated herein by reference, for the Alleyway Rehabilitation Project as outlined in the certified bid tabulation and recommendation letter, as amended by Change Order No. 1, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the contract and Change Order No. 1 with Western Millwright Commercial Construction Inc. as approved by Section 1 hereof, in the amount of $2,744,272.50 and for contract period of 300 days for performing said services.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

Bid Tabulation Sheet

Project Name
Fort Smith Alleyway Rehabilitation Project
24-8109

Bid Opening
09/04/2025
10:00AM

Engineer's Estimate
$4,304,190.00

Bids Received

Western Millwright Services, Inc. Russellville, AR	$ 2,189,410.00
Steve Beam Construction, Inc. Fort Smith, AR	$ 3,662,887.25
Forsgren, Incorporated Fort Smith, AR	$ 3,841,416.15
Crawford Construction Company Van Buren, AR	$ 6,252,279.00

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

4019 Massard Road
Fort Smith, AR 72903
(479) 434.5333 P | (479) 434-5345 F
mce.us.com

September 9, 2025

Mr. Joshua Robertson, Director
Fort Smith Citizen & City Services
801 Carnall Avenue
Fort Smith, AR 72901

RE: Fort Smith Alleyway Rehabilitation
MCE Project No. 24-8109

Dear Mr. Robertson,

On September 4, 2025, we opened bids on the Fort Smith Alleyway Rehabilitation project and we received four responsive bids. Western Millwright Commercial Construction from Russellville, Arkansas is the low bidder with a bid in the amount of $2,189,410.00. The certified bid tabulation is attached for reference.

We have reviewed the bid and have reached out to the contractor to verify the accuracy of their bid. Tom Miller, with Western Millwright, has reviewed their pricing and has confirmed their bid amount. We have worked with Western Millwright on past projects, including work on Job 040738 – Ozark Sidewalks TAP-16)(S) and Waldron Sidewalk Improvements (AEDC funded project for City of Waldron). Their construction crews work very efficiently and we have had no issues working alongside them during construction; therefore, we recommend awarding the bid to Western Millwright Commercial Construction in the amount of $2,189,410.00.

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

Sincerely,
McClelland Consulting Engineers, Inc.

James Hanna

James A. Hanna, P.E.

enclosure: Certified Bid Tabulation

Western Millwright Commercial Construction, Inc.

96 Cherokee Loop Lane

Russellville, AR

Phone 479-968-6852 Tom 479-453-9744

Fax 479-967-9226

To whom it may concern,

Western Millwright Commercial Construction has reviewed our numbers and estimates and has concluded with confidence that our numbers reflect correct amounts and we have the ability to complete this project.

We appreciate your business!



Tom Miller

Western Millwright Commercial Construction, Inc.

McCLELLAND CONSULTING ENGINEERS, INC.

Change Order

No. 1

Date of Issuance: December 2, 2025 Effective Date: December 18, 2025

Project: **Fort Smith Alleyway Rehabilitation**	Owner: **City of Fort Smith, AR**	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: **Western Millwright Commercial Construction, Inc.**		Engineer's Project No.: **24-8109**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Revised Bid Item Pricing and Removal of Colored, Stamped Concrete

Attachments (list documents supporting change):

Bid Items for Change Order No. 1

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 2,189,410.00

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. _ to No. _:

$0.00

Contract Price prior to this Change Order:

$ 2,189,410.00

[Increase] [~~Decrease~~] of this Change Order:

$ 554,862.50

Contract Price incorporating this Change Order:

$ 2,744,272.50

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: James Hamma	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 12/2/2025	Date: _____	Date: 12-2-25

Approved by Funding Agency (if applicable):

_____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Fort Smith Alleyway Rehabilitation
City of Fort Smith, AR
MCE Project No. 24-8109

Bid Items for Change Order No. 1

Bid Item No.	Description	Bid Item Quantity	Units	Bid Unit Price	Bid Total Price	Revised Unit Price	Revised Total Price	Net Change
1	Performance & Payment Bond	1	LS	$75,000.00	$ 75,000.00	$ 90,000.00	$ 90,000.00	$ 15,000.00
2	Maintenance of Traffic and Traffic Control	1	LS	$40,000.00	$ 40,000.00	$ 60,000.00	$ 60,000.00	$ 20,000.00
3	Construction Erosion Control	1	LS	$15,000.00	$ 15,000.00	$ 78,000.00	$ 78,000.00	$ 63,000.00
4	Site Preparation	1	LS	$60,000.00	$ 60,000.00	$120,000.00	$120,000.00	$ 60,000.00
5	R&D of Concrete Sidewalk/Driveways	2853	SY	$ 4.00	$ 11,412.00	$ 17.50	$ 49,927.50	$ 38,515.50
6	R&D of Concrete Curb and Curb & Gutter	1839	LF	$ 4.00	$ 7,356.00	$ 12.00	$ 22,068.00	$ 14,712.00
7	Clearing and Grubbing	1	LS	$10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 10,000.00
8	Clearing and Grubbing Trees (13" to 34")	8	EA	$ 1,200.00	$ 9,600.00	$ 2,500.00	$ 20,000.00	$ 10,400.00
9	Unclassified Excavation	5150	CY	$ 8.00	$ 41,200.00	$ 21.00	$108,150.00	$ 66,950.00
10	Unclassified Excavation & Backfill (Select Material)	500	CY	$ 25.00	$ 12,500.00	$ 36.00	$ 18,000.00	$ 5,500.00
11	Unclassified Excavation & Backfill (Oversize Rock)	500	CY	$ 25.00	$ 12,500.00	$ 36.00	$ 18,000.00	$ 5,500.00
12	Select Material	890	CY	$ 16.50	$ 14,685.00	$ 25.00	$ 22,250.00	$ 7,565.00
13	Seeding, Fertilizing, & Mulching	1.15	AC	$ 5,000.00	$ 5,750.00	$ 13,000.00	$ 14,950.00	$ 9,200.00
14	Solid Sodding	5431	SY	$ 5.00	$ 27,155.00	$ 8.00	$ 43,448.00	$ 16,293.00
15	Aggregate Base Course	2851	CY	$ 38.00	$108,338.00	$ 50.00	$142,550.00	$ 34,212.00
16	Curb & Gutter (Type A - Barrier)	310	LF	$ 25.00	$ 7,750.00	$ 30.00	$ 9,300.00	$ 1,550.00
17	Curb & Gutter (Type B - Mountable)	1297	LF	$ 25.00	$ 32,425.00	$ 30.00	$ 38,910.00	$ 6,485.00
18	Conc. Driveway (6" thickness)	2715	SY	$ 60.00	$162,900.00	$ 70.00	$190,050.00	$ 27,150.00
19	Conc. Driveway (8" thickness)	1285	SY	$ 65.00	$ 83,525.00	$ 75.00	$ 96,375.00	$ 12,850.00
20	Conc. Sidewalk (6" thickness)	11592	SY	$ 60.00	$695,520.00	$ 70.00	$811,440.00	$ 115,920.00
21	Conc. Sidewalk (8" thickness)	3241	SY	$ 65.00	$210,665.00	$ 75.00	$243,075.00	$ 32,410.00
22	Conc. Sidewalk (6" thickness, Integrally colored, Stamped)	1645	SY	$ 110.00	$180,950.00	$ 127.00	$208,915.00	$ 27,965.00
23	Conc. Sidewalk (8" thickness, Integrally colored, Stamped)	436	SY	$ 110.00	$ 47,960.00	$ 135.00	$ 58,860.00	$ 10,900.00
24	ADA Tactile Panels	1380	SF	$ 30.00	$ 41,400.00	$ 40.00	$ 55,200.00	$ 13,800.00
25	Valve Box Grade Adjustment	3	EA	$ 250.00	$ 750.00	$ 1,000.00	$ 3,000.00	$ 2,250.00
26	Sewer Service Line (4-inch, PVC sch. 40) Open Cut	259	LF	$ 70.00	$ 18,130.00	$ 100.00	$ 25,900.00	$ 7,770.00
27	Sewer Service Wyes (8" x 4")	18	EA	$ 25.00	$ 450.00	$ 1,500.00	$ 27,000.00	$ 26,550.00
28	Sewer Service Clean-Outs (4-Inch)	26	EA	$ 350.00	$ 9,100.00	$ 1,000.00	$ 26,000.00	$ 16,900.00
29	Manhole Grade Adjustment - Adjusting Rings	31	EA	$ 350.00	$ 10,850.00	$ 700.00	$ 21,700.00	$ 10,850.00
30	Manhole Grade Adjustment - Frame and Cover	11	EA	$ 500.00	$ 5,500.00	$ 800.00	$ 8,800.00	$ 3,300.00
38	6" Pipe Bollards - Removable	6	EA	$ 650.00	$ 3,900.00	$ 1,000.00	$ 6,000.00	$ 2,100.00

Subtotal Cost of Revised Bid Pricing: $ 695,597.50

Bid Item No.	Description	Initial Item Quantity	Units	Unit Price	Quantity Change	Revised Quantity	Revised Total Price	Net Change
20	Conc. Sidewalk (6" thickness)	11592	SY	$ 60.00	1645	13237	$794,220.00	$ 98,700.00
21	Conc. Sidewalk (8" thickness)	3241	SY	$ 65.00	436	3677	$239,005.00	$ 28,340.00
22	Conc. Sidewalk (6" thickness, Integrally colored, Stamped)	1645	SY	$ 127.00	(1645)	0	$ -	$ (208,915.00)
23	Conc. Sidewalk (8" thickness, Integrally colored, Stamped)	436	SY	$ 135.00	(436)	0	$ -	$ (58,860.00)

Subtotal of Removed Bid Items: $ (140,735.00)

Total Additional Cost for Change Order No. 1: $ 554,862.50


IMPROVED ALLEYWAY LIGHTING
EXISTING HOUSING
EXISTING
12'
GREEN SPACE
CONCRETE WALKWAY
GREEN SPACE



McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
4019 MASSARD ROAD
FORT SMITH, ARKANSAS 72903
(479) 434-5333
HTTP://WWW.MCE-US.COM

FORT SMITH ALLEYWAY REHABILITATION

FORT SMITH, AR

©2024

811 Know what's below. Call before you dig.

REVISIONS		
REV	DATE	DESCRIPTION

EXHIBIT A.1

PROJ. MANAGER: AH	DRAWN BY: BF
DATE: 12/10/2025	REVISION: 100%
SCALE: NTS	PROJ. NUMBER: 248109

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W:\2024\24-8109 - Fort Smith Alleyway Rehabilitation Project\Exhibits\24-8109 Alleyway Rehab Layout - Meeting Map.dwg, PRINTED ON: December 10, 2025 @ 11:22 AM

MEMORANDUM

TO: Jeff Dingman, Acting City Adminstrator

CC: Maggie Rice, Deputy City Administrator

FROM: Joshua D. Robertson, Director of Citizen Services

DATE: December 9, 2025

SUBJECT: Alleyway Rehabilitation Project Construction Administration Contract

SUMMARY

The attached resolution authorizes the Mayor to execute a Construction Administration and Engineering Services Agreement with McClelland Consulting Engineers, Inc. (MCE) for the Alleyway Rehabilitation Project.

This agreement provides construction administration, inspection, coordination, and engineering support services necessary for the successful delivery of the Alleyway Rehabilitation Project. All services and fees are included in the professional services contract provided by MCE.

The contract amount is $177,653.00, and the work will occur over 330 calendar days from the issuance of Notice to Proceed. The agreement follows the City's standard professional services contract previously reviewed and approved by the City Attorney.

The Alleyway Rehabilitation Project is funded 100% through the Climate Pollution Reduction Grant (CPRG), with no cost to the City's General Fund. Construction impacts Wards 1 and 2 and includes approximately 11,510 linear feet of alley improvements.

ATTACHMENTS

1. 11-18-25__Item_2278__Resolution_-_Alleyway_Rehab_Administration_Contract.pdf
2. 11-18-25 Item 2278 Fort Smith Alleyway Rehabilitation Construction Administration Contract.pdf

FISCAL IMPACT:	*$177,653.00*
BUDGET INFORMATION:	*Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)*
GRANT AMOUNT:	*$14,500,000.00*
GRANT NAME:	*Climate Pollution Reduction Grant (CPRG)*
GRANT AGENCY:	*Environmental Protection Agency (EPA)*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE ALLEYWAY REHABILITATION PROJECT

WHEREAS, the City of Fort Smith is undertaking the Alleyway Rehabilitation Project, consisting of improvements to approximately 11,510 linear feet of alleyways located in Wards 1 and 2 and funded 100% by the Climate Pollution Reduction Grant (CPRG); and

WHEREAS, McClelland Consulting Engineers, Inc. (MCE) has submitted a professional services proposal to provide construction administration, inspection, engineering oversight, and related services for the project; and

WHEREAS, the attached agreement outlines the scope of work, schedule, and compensation for these services in an amount not to exceed $177,653.00.

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

SECTION 1: The Agreement for Professional Services between the City and McClelland Consulting Engineers, Inc., which is incorporated herein by reference for construction administration and engineering services for the Alleyway Rehabilitation Project in the amount of $177,653.00 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the agreement approved by Section 1 hereof.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
No Publication Required

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

MCCLELLAND CONSULTING ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of **_____, 2025** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and **McClelland Consulting Engineers, Inc., 4019 Massard Road, Fort Smith, Arkansas 72903 (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **Fort Smith Alleyway Rehabilitation (Project Number 24-8109)** (hereinafter called the **Project**).

In consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below, ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.

1.1.2 Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.1.3 Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.

1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.

1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.

1.1.7 Not commence Work until written Notice to Proceed (NTP) has been issued by the OWNER.

1.1.8 Submit with the appropriate invoice any sales tax rebate received by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, and agreed to by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in **Exhibit A, "Scope of Services"**. These services will be paid for by OWNER as indicated in Section 5.1.2.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNERS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.

2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8 Furnishing services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.

2.1.11 No changes to Work may be started until written approval is provided by the OWNER.

2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall furnish or obtain from others Services of the following types except to the extent provided otherwise in **Exhibit A, "Scope of Services"**.

3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist ENGINEER by making reasonably available for ENGINEER's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to OWNER's governing body for approval.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incident to compliance with the requirements of this Section 3.

3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.13 Compile and print contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

3.14 Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15 OWNER will issue written NTP prior to the start of work.

3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.

4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER's Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum compensation to the ENGINEER for Basic Services and Reimbursable Expenses shall be as provided in Section 8.3 of this Agreement.

5.1.2 For Additional Services

Any and all Additional Services and payment of these services shall be agreed to in writing by OWNER and ENGINEER prior to rendering these services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General

For services of ENGINEER's employees engaged directly on the Project pursuant to Section 2, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached **Exhibit B**, **"Engineer's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by OWNER.

5.1.2.2 Special Consultants

Any and all Additional Services must be approved with an Amendment to the Agreement. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed to ENGINEER therefor times a factor of 1.00 (except as amended and supplemented by **Exhibit C, "Fee Schedule"** or as specified in rate scale exhibit shown within the Amendment).

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying Reimbursable Expenses, OWNER shall pay ENGINEER the actual costs

of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by ENGINEER to support this effort.

The OWNER reserves the right to audit any invoice (except ENGINEER'S Hourly Rates). ENGINEER shall refer to Utility Department Travel Policy and Invoice Policy for Reimbursable Expenses. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

5.1.3.1 Airfare

Airfare ticket reimbursement will be made for actual coach costs. Receipts must have dates of travel. OWNER will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the OWNER.

5.1.3.2 Lodging

Lodging will be reimbursed up to the current General Services Administration (GSA) rate, plus tax, for the current year, and requires submittal of an itemized room receipt, which includes dates, length of stay, and employee's full name.

5.1.3.3 Meals

A per diem meal allowance will be paid up to the current GSA rate for the current year. Travel days will be paid at a prorated rate per the GSA policy. Per diem will not be paid for meals provided by the hotel, or any meals provided by attendance at a conference. Meal receipts are required for individual travelers.

5.1.3.4 Mileage

Mileage for a privately owned or company owned vehicle shall be reimbursed in accordance with the current GSA mileage chart. The request for mileage reimbursement shall include the total miles driven for the time period covered by the invoice, purpose of travel, the reimbursement rate, the total reimbursement requested and the employee's full name.

5.1.3.5 Parking and Tolls

All parking and toll receipts must have the cost, date, and location of the fees.

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)

All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements

All leases must be pre-approved by OWNER. A copy of OWNER reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with OWNER

Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The OWNER will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by OWNER.

5.1.3.9 Rental Cars

Rental car receipt and any gas receipts for rental period must be provided. OWNER will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by OWNER for larger vehicle.

5.1.4 The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.1.5 It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by both the OWNER's Citizen Services Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B**, **"Engineer's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the

statements.

5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

5.3.1 In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for ENGINEER's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.

5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.

5.4.3 GSA rates refer to the General Services Administration guidelines for the

current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

6.1.1(A) By OWNER: OWNER may suspend services under this Agreement upon seven days written notice to ENGINEER.

6.1.1(B) By ENGINEER. If ENGINEER's services are substantially delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

6.1.2 Termination

The obligation to provide further services under this Agreement may be terminated:

6.1.2(A) For convenience, without cause by the OWNER's reasonable discretion, by OWNER effective upon 15 days after ENGINEER's receipt of written notice from OWNER.

6.1.2(B) For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.1.3 Effective Date of Termination

The terminating party under paragraph 6.1.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. ENGINEER shall be paid for all services performed, including any services performed due to the termination, to the date of termination.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

7.1.1 All Documents including Drawings and Special Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.2 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Arkansas. The venue for any action between OWNER and ENGINEER related to the Project or this Agreement shall be in the Circuit Court of the Fort Smith District of Sebastian County, Arkansas.

7.3 Successors, Assigns, and Beneficiaries

7.3.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.3.2 Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in

any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.4 Access To Records

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of Project funding, and copies thereof shall be furnished, if requested, at OWNER'S expense. The OWNER reserves the right to audit all project related documents. A copy of ENGINEER'S monthly reports will be provided to the OWNER. The OWNER reserves the right to audit all records. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

7.5 Standards of Performance

7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information or others not under contract with ENGINEER.

7.5.2 ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.

7.6 Insurance

7.6.1 ENGINEER shall procure and maintain insurance as set forth below. ENGINEER shall cause OWNER to be listed as an additional insured on the commercial general liability insurance policy carried by ENGINEER. ENGINEER shall each deliver to the OWNER certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the performance of ENGINEER'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance".**

7.6.2 ENGINEER's insurance shall include the designated types and coverage limits:

7.6.2(A) Workers' Compensation – Limits as required by controlling law;

7.6.2(B) Professional liability - Each claim made and annual aggregate limit of $1 Million;

7.6.2(C) Automobile liability - Each accident of $1 Million;

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate limit of $2 Million.

7.6.3 OWNER and ENGINEER release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services. A provision similar to this shall be incorporated into all construction contracts entered into by OWNER, and all construction contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage covered by any construction contractor's property insurance.

Note: ENGINEER will provide a copy of any and all renewal certificates when issued.

7.7 Indemnification

7.7.1 To the fullest extent permitted by law, ENGINEER shall indemnify OWNER and its officers and employees from and against damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the ENGINEER, anyone directly or indirectly employed by the ENGINEER or anyone for whose acts the ENGINEER may be liable.

7.8 Waiver

7.8.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7.9 Notices

7.9.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.10 Survival

7.10.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.11 Severability

7.11.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER.

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost

and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.13 Limitation of Liability

7.13.1 Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

7.13.2 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the coverage limits of ENGINEER's insurance as set forth in paragraph 7.6. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

7.14 Delays

7.14.1 In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

SECTION 8 - EXECUTION

8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, or modified by a duly executed written instrument.

8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **One Hundred Seventy-Seven Thousand Six Hundred Fifty-Three and 00/100 Dollars ($177,653.00)** without written approval of the OWNER.

8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **330 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

Owner	Professional Services Provider
City of Fort Smith	McClelland Consulting Engineers, Inc.
C/O Citizen Services Department	C/O Chris Morris, P.E. Fort Smith Office Manager
801 Carnall Avenue, Suite 500	4019 Massard Road
Fort Smith, AR 72901	Fort Smith, AR 72903

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
Joshua Robertson (Print Name)	Chris Morris, P.E. (Print Name)
Title: Director	Title: Office Manager, Fort Smith
Phone Number: 479-494-3944	Phone Number: 479-434-5333
Facsimile Number: 479-494-3909	Facsimile Number: 479-443-5345
E-Mail Address: jrobertson@fortsmithar.gov	E-Mail Address: cmorris@mce.us.com

(The Remainder Of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

_____
(City Clerk), Sherri Gard

Date Signed: _____

McClelland Consulting Engineers, Inc.
(Engineer - Company Name)

(SEAL)

By: _____
President, Fayetteville Office

_____
(Corporate Secretary)

Daniel Barnes, P.E.
(Printed Name)

_____
(Witness)

1580 East Stearns Street
(Mailing Address)

Fayetteville AR 72703
(City) (State) (Zip)

Engineer License or Certificate No. 24

State of: Arkansas

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

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Joshua D. Robertson, Director of Citizen Services

DATE: December 8, 2025

SUBJECT: EV Charging Station Infrastructure Project

SUMMARY

The City of Fort Smith has finalized the Electric Vehicle Charging Station Agreement with Francis Energy Charging, LLC to design, install, and maintain a network of EV charging stations on City-owned property as part of the EPA Climate Pollution Reduction Grant (CPRG). This turnkey project includes engineering, permitting, utility coordination, equipment procurement, construction, commissioning, and long-term operations and maintenance.

Under the agreement, Francis Energy will install both Level 2 and DC Fast Charging stations at approved locations including West End Park, the Main Library, Convention Center, Riverfront Park, John Bell Jr. Park, the Senior Activity Center, and the Miller Branch Library. The system will include public-facing dual-port DC fast chargers and Level 2 units, expanding access to reliable EV charging throughout the community. The project is fully funded through the City's CPRG allocation and managed in coordination with Metroplan and the EPA.

Francis Energy will own, operate, and maintain the stations for the duration of the term, while the City retains ownership of the underlying property. All revenue generated from station use will be retained by Francis Energy, and no cost burden is placed on the City.

Staff recommends approval of the Electric Vehicle Charging Station Agreement with Francis Energy Charging, LLC to ensure federally compliant delivery of the EV charging network and to advance regional access to alternative fuel infrastructure.

This project establishes a public EV charging infrastructure, with no fiscal impact to the General Fund.

ATTACHMENTS

1. Resolution_-_EV_Charging_Station.pdf
2. Francis Energy - City of Fort Smith Project Agreement.pdf
3. EV Charging Sites 1-LOCMAP.pdf

FISCAL IMPACT:	*$3,250,000.00*
BUDGET INFORMATION:	*Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)*
GRANT AMOUNT:	*$14,500,000.00*
GRANT NAME:	*Climate Pollution Reduction Grant (CPRG)*
GRANT AGENCY:	*Environmental Projection Agency (EPA)*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FRANCIS ENERGY, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS ON CITY-OWNED PROPERTY

WHEREAS, the City of Fort Smith has been awarded federal grant funding under the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant Program to support the development of publicly accessible electric vehicle charging infrastructure; and

WHEREAS, the City issued a competitive procurement process consistent with applicable federal requirements and selected Francis Energy Charging, LLC as the most qualified service provider to perform turnkey services including design, engineering, permitting, equipment procurement, installation, commissioning, operations, maintenance, warranty management, compliance reporting, and federal grant documentation; and

WHEREAS, the Parties have negotiated an Electric Vehicle Charging Station Agreement, attached hereto and incorporated by reference, which establishes the terms under which Francis Energy will install and operate Level 2 and DC Fast Charging stations at multiple City-owned sites, including but not limited to parks, libraries, the Senior Activity Center, and the Fort Smith Convention Center, all as identified in Exhibit 4 of the Agreement; and

WHEREAS, the total project budget of $3,250,000 is fully funded by the CPRG award, with no impact to the City's General Fund.

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

The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the Electric Vehicle Charging Station Agreement between the City of Fort Smith and Francis Energy Charging, LLC, for a total project amount not to exceed $3,250,000, as funded entirely by the EPA Climate Pollution Reduction Grant, and for the design, installation, commissioning, operation, and maintenance of EV charging stations at approved City-owned sites.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

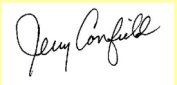
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



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CITY OF FORT SMITH
ELECTRIC VEHICLE CHARGING STATION AGREEMENT

This Electric Vehicle Charging Station Agreement (the "Agreement") is made and entered into by and between City of Fort Smith, an Arkansas municipality ("City"), and Francis Energy Charging, LLC, a Delaware limited liability company, with its principal offices located at 15 East 5th Street, Suite 821, Tulsa, OK 74103 ("Francis Energy"). City and Francis Energy are sometimes referred to individually as a "Party" or jointly as the "Parties." This Agreement is made effective on the date it is signed by the last of the Parties to sign such Agreement, as indicted below.

ARTICLE 1
PURPOSE AND SCOPE

1.1 Intent. This Agreement sets forth the terms under which Francis Energy shall design, procure, install, commission, operate, and maintain electric vehicle (EV) charging stations on City-owned property as part of the EPA Climate Pollution Reduction Grant (CPRG) Program, Agreement Number CPRG-CFS-002 (the “Project”).

1.2 Scope of Work. Francis Energy shall perform turnkey services including site evaluation, design, permitting, utility coordination, procurement of equipment, construction, installation, commissioning, training, operations, maintenance, warranty management, and compliance reporting, consistent with the City's RFP, which is attached hereto as Exhibit “1” and is incorporated herein; the Subrecipient Agreement between the City and Metroplan, which is attached hereto as Exhibit “2” and is incorporated herein; and, the approved Workplan, which is attached hereto as Exhibit “3” and is incorporated herein (collectively “Services”).

ARTICLE 2
RESPONSIBILITIES OF FRANCIS ENERGY

2.1 Design & Permitting. Conduct detailed site assessments (libraries, parks, senior center, downtown lots, and convention center), prepare engineered drawings, and obtain permits in compliance with federal and state law.

2.2 Procurement & Installation. Procure and install 14 Level 2 and Level 3 DC Fast Charging stations, minimum 50 kW per port, with CCS and, OCPP compliance, and remote monitoring/payment systems (“Stations”) at sites located on City-owned real property chosen based on the City’s preferred location ranking while also considering amenities, potential easement issues, transformer location, ADA pathway & overall ease of build. Francis Energy will prepare and submit detailed design drawings illustrating the proposed placement of electric vehicle (EV) charging stations throughout the City. These plans will be presented to the City for formal review and approval prior to

implementation, ensuring alignment with municipal standards and infrastructure requirements.

2.3 Commissioning. Complete all testing and commissioning, provide warranty certificates to the City, and deliver Final Commissioning Report to the City.

2.4 Operations & Maintenance. Own, operate, and maintain the Stations for the initial term thereof, ensuring uptime, preventive maintenance, repairs, insurance, and customer support consistent with industry standards.

2.5 Compliance. Ensure full compliance with 2 CFR 200, Build America Buy America (BABA), Davis-Bacon Act, Title VI Civil Rights, and EPA CPRG reporting requirements, including quarterly and annual performance submissions.

2.6 Following completion of the Stations, Francis Energy shall issue a written certification to the City that Stations are available for public use ("Public Use Certification"). The Term of this Agreement shall be five (5) years, which shall begin on the date of the issuance of the Public Use Certification (the "Agreement Term"). During the Agreement Term, Francis Energy shall own, operate, and maintain all EV charging Stations installed under this Agreement. Notwithstanding the expiration of the Agreement Term, Francis Energy shall retain the right to use and occupy the property on which the Stations are installed, and to operate and maintain the Stations, for fifteen (15) years from the date of the Public Use Certification (the "Initial Site Term"). Francis Energy shall have a right to extend the Initial Site Term by delivery of written notice to the City no later than thirty (30) days prior to the expiration of the Initial Site Term, and such extension shall be for an additional period of five (5) years (the "Renewal Site Term"), which, together with the Agreement Term and the Initial Site Term, shall collectively constitute (the "Term"). Following the expiration of the Renewal Site Term, any further renewals will be subject to mutual agreement between the Parties.

2.7 All revenues generated from the use of the Stations shall be retained solely by Francis Energy. The City shall have no ownership interest in the Stations and shall not receive any portion of the revenue generated therefrom. The City's role is limited to providing grant funding for the initial development of the Stations on City-owned property.

2.8. Francis Energy shall not acquire any interest in the real property of the City on which the Stations are installed by virtue of the construction, installation, and/or operation of the Stations. Francis Energy shall ensure that no lien or other encumbrance is filed or asserted against the property of the City by virtue of Francis Energy's construction, installation and/or operation of the Stations.

2.9 Site Relocation. Notwithstanding any other provision of this Agreement, in the event unforeseen site conditions, utility conflicts, permitting requirements, or other material obstacles arise that prevent or materially impede installation or operation of the Stations at any designated City site, the Parties shall cooperate in good faith to identify and approve, in writing, an alternative mutually acceptable City-owned site for the affected Station(s).

2.10 Utility and Hardware Availability. Francis Energy's obligations under this Agreement are conditioned upon the timely availability of necessary utility infrastructure, approvals, and charging hardware meeting Project specifications. Francis Energy shall notify the City promptly of any anticipated delays or unavailability. Delays due to utility or hardware unavailability beyond Francis Energy's reasonable control shall not constitute a breach or ground for penalty, provided Francis Energy diligently pursues resolution.

ARTICLE 3
RESPONSIBILITIES OF CITY

3.1 Provide site access, ownership documentation, municipal approvals, and interagency coordination support.

3.2 Oversee Project management, public outreach, and coordination with Metroplan and EPA.

3.3. The City grants Francis Energy a limited, non-exclusive right to access and use designated areas of City-owned property upon execution of this Agreement and for the duration of the Term solely for the installation, operation, and maintenance of the Stations, and this right does not create a leasehold interest, easement, or any ownership interest in the property of the City. All charging equipment installed at the Stations shall remain the property of Francis Energy, while the City retains full ownership and control of the underlying land. Francis Energy is responsible for all installation, operation, maintenance, utility service, repairs, and costs associated with the Stations, and the City will continue to maintain the surrounding public areas consistent with normal municipal practices. The City will provide reasonable access for necessary construction and service activities, and both parties will coordinate to avoid conflicts with public events or municipal operations. Upon expiration of the Term or termination of this Agreement, Francis Energy shall remove its equipment and restore the property as required under Article 7.

ARTICLE 4
TERM AND MILESTONES

4.1 Term. This Agreement shall commence upon execution and continue through the operational life of the stations installed hereunder, unless earlier terminated in accordance with this Agreement.

4.2 Milestones. All Project Milestones, including their descriptions and forecasted completion dates (the "Project Schedule"), shall be set forth in the Project Schedule attached hereto as Exhibit 7. The Parties agree to follow the Milestones in Exhibit 7, and any expected delays or changes should be shared promptly, with proposed updates subject to City approval. The Project shall be complete and available for public use by December 31, 2027. Notwithstanding the foregoing, the Project Schedule and Milestones set forth in Exhibit 7 are for planning and coordination purposes only, are not contractually binding, and shall not create enforceable obligations unless expressly set forth in a written amendment to this Agreement executed by both Parties. Milestone dates shall be subject to adjustment due to utility, hardware, permitting, or other external delays beyond Francis Energy's reasonable control.

ARTICLE 5
COMPENSATION

5.1 The total Project budget is $3,250,000, inclusive of design, procurement, installation, compliance, and reporting costs. The compensation to be paid Francis Energy for its Services under this Agreement shall not exceed $3,250,000.

5.2 Payments shall be milestone-based upon verified completion of deliverables and subject to federal grant compliance review. Requests for payments by Francis Energy shall be subject to review and approval by Metroplan, and the City agrees to promptly provide requests for payment to Metroplan to ensure prompt payment. The City shall not be obligated to process any payment request of Francis Energy until the same has been approved by Metroplan. Francis Energy shall submit invoices to the City for review no less than once per quarter and no more than once per month. Upon the City's approval, the invoices will be forwarded to Metroplan for final review and payment processing. Metroplan will remit payment to the City for the total invoiced amount. The City will then promptly disburse payments to Francis Energy.

ARTICLE 6
RECORDS AND REPORTING

6.1 Francis Energy shall maintain complete and accurate records consistent with 2 CFR 200, retained for at least three years after completion of the Project.

6.2 So long as the Stations are in operation, Francis Energy shall provide quarterly and annual reports to the City, Metroplan, and EPA documenting station uptime, utilization, and GHG reductions..

ARTICLE 7
TERMINATION

7.1 Either Party may terminate this Agreement upon thirty (30) days written notice; provided, however, that in the event the City terminates this Agreement pursuant to this Section 7.1, Francis Energy shall be entitled to payment for all work completed through the effective date of the termination, decommissioning costs, and other reasonable and documented costs resulting from the City's early termination of this Agreement.

7.2 The City may terminate for cause if Francis Energy fails to meet milestones, maintain operational standards, or comply with federal requirements and, in each case, fails to cure such failure within 30 days after receipt of notice thereof.

7.3 Within 90 days of termination of this Agreement, Francis Energy will take all necessary steps to remove the Stations from the City's property and, solely in the case of termination pursuant to Section 7.2, Francis Energy shall be solely responsible for any and all costs associated with removing the Stations from the City's property.

ARTICLE 8
GENERAL PROVISIONS

8.1 Insurance. Francis Energy shall maintain commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000.00) for bodily injury or death; property damage and, an umbrella insurance policy of not less than Five Million Dollars ($5,000,000.00). A certificate evidencing such insurance shall be delivered to the City as may be requested from time to time.

8.2 Indemnification. Francis Energy shall indemnify and hold harmless the City, and its officers, employees and agents, from and against any damages, losses, claims and expenses, including but not limited to reasonable and documented attorney's fees, arising out of or directly resulting from Francis Energy's performance of this Agreement, provided that any such damage, loss, claim or expense: (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible third-party property and (2) was caused by any negligent act of omission of Francis Energy, anyone employed by Francis Energy or anyone for whose acts Francis Energy is liable.

8.3 Independent Contractor. Francis Energy is an independent contractor and not an agent, employee, or partner of the City.

8.4 Counterparts and Electronic Signatures: This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

ARTICLE 9
FEDERAL GRANT COMPLIANCE

9.1 Compliance with Federal Regulations. Francis Energy shall comply with all applicable federal laws, regulations, and guidance including but not limited to 2 CFR 200 (Uniform Administrative Requirements), EPA CPRG guidance, Build America Buy America (BABA), Davis-Bacon Act, Title VI of the Civil Rights Act, the Americans with Disabilities Act, and OSHA safety standards. The aforementioned laws, regulations and guidance are hereby incorporated by reference. City will provide Francis Energy with a comprehensive list of all requirements and compliance related documentation applicable to the CPRG Program along with the frequency and deadlines by which the information must be provided, including but not limited to audits, certified payroll, workforce qualifications, Station data reporting, and hardware certifications.

9.2 Audit Access. Francis Energy shall provide the City, Metroplan, EPA, the U.S. Comptroller General, or any of their authorized representatives access to any books, documents, papers, and records pertinent to this Agreement for audits, examinations, and compliance reviews.

9.3 Debarment and Suspension. Francis Energy certifies that it is not debarred, suspended, or otherwise excluded from participation in federal assistance programs.

9.4 Subcontracting. Francis Energy shall include all applicable federal grant provisions in every subcontract and vendor agreement, and shall remain fully responsible for compliance by its subcontractors.

9.5 Environmental Compliance. Francis Energy shall comply with all applicable environmental review requirements, and state/local permitting. Francis Energy shall bear responsibility for obtaining and maintaining permits.

9.6 Financial Controls. Francis Energy shall segregate and track all costs incurred under this Agreement, and acknowledges that the City shall not be liable for any costs deemed ineligible under CPRG.

9.7 Closeout. At the end of the term, Francis Energy shall provide a final report, financial reconciliation, asset inventory, and all reporting measures required by the EPA Climate Pollution Reduction Grant.

The following Exhibits are attached hereto and are incorporated herein.

Exhibit “4” – Approved Sites
Exhibit “5” – Compliance Checklist
Exhibit “6” – Reporting Schedule

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as of the date set forth below.

CITY OF FORT SMITH, ARKANSAS

By: _____
Name: George McGill
Title: Mayor
Date: _____

ATTEST:

_____
City Clerk

FRANCIS ENERGY CHARGING, LLC

By: _____
Name: Ashton Valente
Title: General Counsel
Date: _____

Exhibit "4" – Approved Sites and Hardware

West End Park – 4 Ports – (2) 200kW Dual Port Dispensers (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispensers (J1772)

Convention Center – 2 Ports – (1) 200kW Dual Port Dispenser (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispenser (J1772)

Main Library (Downtown) – 2 Ports – (1) 200kW Dual Port Dispenser (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispensers (J1772)

John Bell Jr. Park – 2 Ports – (1) 200kW Dual Port Dispenser (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispensers (J1772)

Riverfront Park – 2 Ports – (1) 200kW Dual Port Dispenser (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispensers (J1772)

Senior Activity Center – 2 Ports – (1) 200kW Dual Port Dispenser (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispensers (J1772)

Library Branch – Miller – 2 Ports – (1) 200kW Dual Port Dispenser (Dual CCS). 2 Ports – (2) 19.2kW Single Port Dispensers (J1772)

(Final locations may be adjusted based on site conditions, easements, ADA access, and utility requirements. Final hardware suppliers and power levels may also be adjusted.)

Exhibit "5" – Compliance Checklist

EPA CPRG Program – Agreement #CPRG-CFS-002

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, Audit Requirements

Build America, Buy America (BABA) – Domestic material requirements

Davis-Bacon Act – Prevailing wage requirements for construction labor

Title VI, Civil Rights Act of 1964 – Non-discrimination in federally funded projects

NEPA and Environmental Permitting – as applicable per site

OSHA Safety Standards – workplace safety for contractors and subcontractors

Subrecipient Agreement with Metroplan – terms flow down to Francis Energy, including monitoring and audit rights

Exhibit "6" – Reporting Schedule

Quarterly Reports (to City, Metroplan, EPA):

Project progress updates

Station uptime and operational metrics

Utilization data (sessions, kWh dispensed)

Maintenance and service logs

GHG reduction estimates

Annual Reports:

Comprehensive performance report, including environmental benefits

Certification of compliance with Davis-Bacon, BABA, Title VI

Updated inventory of installed equipment

Summary of public outreach and education efforts

Closeout Report (Final Commissioning + End of Grant Term):

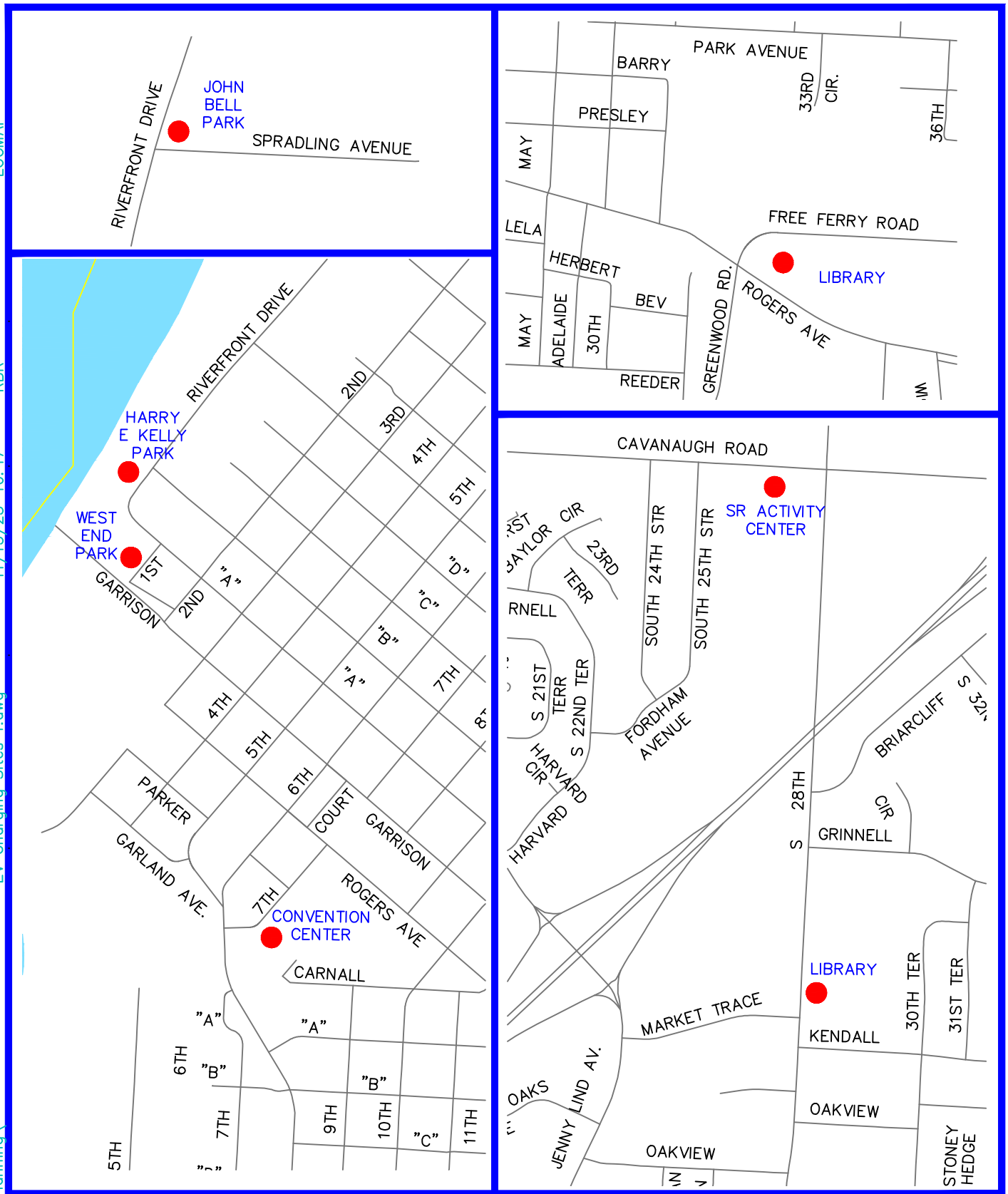
Financial reconciliation of budget expenditures

Asset inventory of all installed stations

Documentation of final GHG reductions achieved

Certification of completion of all grant-required reporting

Exhibit "7" – Project Schedule



LOCMAP

RBR

11/13/25-10:47

EV Charging Sites 1.dwg

G:\DRAWINGS\Planning\

LOCATION MAP
PROPOSED EV CHARGING STATIONS
FORT SMITH, AR

The City of Fort Smith ARKANSAS

Project:	
Date:	NOV. 2025
Scale:	NONE
Drawn By:	RBR

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: December 0, 2025

SUBJECT: Lease Agreement with Sebastian County regarding Parrot Island Waterpark

SUMMARY

At its August 19, 2025 meeting, the Sebastian County Quorum Court approved proposing a lease agreement for its portion of ownership/operating interest in Parrot Island Waterpark to the City of Fort Smith for $1 per year. The draft of the lease they approved indicated that it required response by the city by October 31. However, at their October 21, 2025 meeting, the Quorum Court extended the deadline for the city to respond to December 31, 2025. The effect of this lease agreement is to place 100% of operational control of the park, and the associated risk, on the City of Fort Smith effective in 2026 and going forward.

At the December 9, 2025 study session, Directors Settle/Good placed consideration of this item on the agenda for the Board's regular meeting on December 16, 2025.

Please contact me for questions related to this agenda item.

ATTACHMENTS

1. 20251216_Resolution_-_PIWP_Lease_and_Operations_from_SebCo.pdf
2. 20251021 Lease Agreement - SebCo - Amended to 12-31-25.pdf

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT AND AGREEMENT WITH SEBASTIAN COUNTY CONCERNING THE AQUATICS FACILITY AT BEN GEREN REGIONAL PARK

WHEREAS, pursuant to an agreement between the City of Fort Smith and Sebastian County regarding Ben Geren Regional Park dated February 16, 2012 and a 2013 agreement amending same, the City and the County entered into a joint undertaking for the construction and operation of an aquatics facility, now known as Parrot Island Waterpark, at Ben Geren Regional Park; and

WHEREAS, Sebastian County Quorum Court has proposed to lease its portion of ownership and its share of operational risk and control of Parrot Island Waterpark to the City of Fort Smith.

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

Section 1. The lease agreement and agreement concerning the aquatics facility at Ben Geren Regional Park known as Parrot Island Waterpark as proposed by Sebastian County and incorporated herein by reference is hereby approved.

Section 2. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the agreement approved by Section 1 hereof on behalf of the City of Fort Smith.

ADOPTED THIS ____ day of September, 2025.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to Form:

_____
City Attorney, NPR

LEASE AGREEMENT AND AGREEMENT CONCERNING
AQUATICS FACILITY AT BEN GEREN REGIONAL PARK

This Lease Agreement and Agreement Concerning Aquatics Facility at Ben Geren Regional Park ("Agreement") is made and entered into _____ day of _____, 2025 by and between the City of Fort Smith, Arkansas (the "City") and Sebastian County, Arkansas (the "County"). The City and the County made be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, pursuant to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Regional Park dated February 16, 2012 ("2012 Agreement"), and the 2013 Amendment to An Agreement Between the City of Fort Smith and Sebastian County Regarding Ben Geren Park ("2013 Amendment"), the City and the County entered into a joint undertaking for the construction of an aquatics facility (hereafter "Parrot Island Waterpark") at Ben Geren Regional Park;

WHEREAS, the construction of Parrot Island Waterpark was completed on or about June 17, 2015;

WHEREAS, on or about July 26, 2018, the Parties entered into a Management Agreement with American Resort Management, LLC ("ARM"), for the operation and management of Parrot Island Waterpark;

WHEREAS, the County desires to lease to the City the real property described herein and relative to the operations of the Parrot Island Waterpark and otherwise assign control of Parrot Island Waterpark to the City.

NOW THEREFORE, in exchange of the mutual terms and conditions set forth herein, which are acknowledged by the Parties to be sufficient to support the obligations set forth herein, the Parties agree as follows:

1. The County hereby leases to the City for an annual payment of $1.00 and the City hereby takes from the County, under the terms and conditions set forth herein, the hereinafter described tract of real property in which the County has a one-half ownership interest, and all improvements located on the hereinafter described tract of real property, located in the Fort Smith District of the County of Sebastian, State of Arkansas, to wit:

> Part of Government Lot 2 of the Northwest Quarter of Section 6, Township 7 North, Range 31 West, part of Government Lots 1 and 2 of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 7 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the Northwest Corner of said Section 6; Thence along the West Line of said Section 6, S02°44'07"W, 329.53 feet to the southerly right-of-way of Arkansas Highway 255 (Zero Street), said point also being the Point of Beginning; Thence along said right-of-way, S76°34'08"E, 1014.66 feet; Thence S18°28'41"W, 196.59 feet; Thence 296.12 feet along the arc of a curve to the right, said curve having a radius of 476.35 feet and being subtended by a chord having a

bearing of S47°37'27"W and a distance of 291.38 feet; Thence 270.78 feet along the arc of a curve to the right, said curve having a radius of 409.78 feet and being subtended by a chord having a bearing of S80°29'14"W and a distance of 265.88 feet; Thence N72°43'59"W, 122.26 feet; Thence N62°56'17"W, 216.51 feet; Thence 283.44 feet along the arc of a curve to the left, said curve having a radius of 664.39 feet and being subtended by a chord having a bearing of N80°38'09"W and a distance of 281.30 feet; Thence S85°51'29"W, 156.20 feet; Thence 306.17 feet along the arc of a curve to the right, said curve having a radius of 539.66 feet and subtended by a chord having a bearing of N73°31'20"W and a distance of 302.08 feet; Thence N56°50'45"W, 281.99 feet; Thence 182.79 feet along the arc of a curve to the right, said curve having a radius of 159.38 feet and being subtended by a chord having a bearing of N23°59'21"W and a distance of 172.94 feet; Thence N12°21'14"E, 298.08 feet to said southerly right-of-way of Arkansas Highway 255; Thence along said right-of-way, 202.90 feet along the arc of a curve to the right, said curve having a radius of 11409.16 feet and being subtended by a chord having a bearing of S77°04'41"E and a distance of 202.90 feet; Thence continuing along said right-of-way, S76°34'08"E, 648.03 feet to the Point of Beginning, containing 20.78 acres, more or less.

The above property, together with improvements located thereon, may be referred to as the "Leased Premises." The Leased Premises map is depicted on Exhibit "A" attached hereto.

2. The County hereby assigns to the City all of the County's rights to control, manage or operate Parrot Island Waterpark, including all improvements related thereto, or any similar public aquatics facility located on the Leased Premises.

3. The City shall use the Leased Premises for the operation of the Parrot Island Waterpark. The City is responsible for all costs associated with operations, maintenance and improvements of the Leased Premises. The City is hereby entitled to take any and all actions it deems prudent or necessary, without notice to or approval of the County, relative to the operations, maintenance and improvements of the Leased Premises, including the construction of additional improvements on the Lease Premises.

4. The County agrees to consider expanding the boundaries of Parrot Island Waterpark property, whether it be for waterpark attractions or parking, if requested by the City. Should the Quorum Court approve the proposed expansion, the County will enter into an agreement to share ownership of said additional real property with the City on a joint ownership 50/50 basis at no cost to the City, until such time as the waterpark ceases to function, at which time 100% ownership of said real property will revert to the County. The total cost of the expansion will be borne by the City. Should an expansion occur, the County will allow annexation of said real property following the terms of the 2012 agreement.

5. Upon termination of the Management Agreement, the City, in its sole discretion and authority, may contract the operation and management of Parrot Island Waterpark to a third party.

6. The City shall be solely responsible for any net operating loss from the operation of Parrot Island Waterpark, or other similar public aquatics facility located on the Leased Premises, and the City shall be solely entitled to any net operating profit from the operation of Parrot Island Waterpark, or other similar public aquatics facility located on the Leased Premises.

7. The City agrees to provide all County employees any discounts and promotions relative to Parrot Island Waterpark which the City provides to its owns employees.

8. The County hereby assigns and transfers to the City any and all rights and responsibilities the County has under the Management Agreement between the Parties and ARM, including all risks and liabilities. The City assumes all costs to provide casualty and liability insurance deemed appropriate for the Aquatics facility and grounds.

9. In the event there is a conflict with the terms of this Agreement and the terms of the 2012 Agreement and/or the 2013 Amendment, the terms of this Agreement shall control. Except as expressly set forth herein, the 2012 Agreement and 2013 Amendment remain in full force and effect.

10. This agreement shall continue in effect so long as the Leased Premises are used in the operations of Parrot Island Waterpark or other similar public aquatics facility under the direction of the City. The City also has the right to terminate this Agreement upon six months' written notice to the County, at which time the Parrot Island Waterpark or other similar public aquatics facility will be considered closed and the City shall bear the cost to demolish, clean-up, and/or remediate any improvements on the Leased Premises, however, should the aquatics facility cease to operate or the City terminates the agreement, the County, at its sole discretion, may take complete and total ownership of the Leased Premises with improvements, at no charge, and allow the City to forgo the demolition, clean-up or remediation of the premises.

11. The Leased Premises shall be subject to the park rules of the City of Fort Smith codified in Article III of Chapter 18 of the Fort Smith Code. The City reserves the right to adopt and implement additional park rules and regulations within the Aquatic Park at any time during the term of this Agreement, including the option of selling or serving alcoholic beverages.

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

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

Sebastian County
Office of County Judge
35 South 6th Street, Room 106
Fort Smith, AR 72901

13. Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph 12 above, that the party deems the other party to the Agreement to be in violation of the Agreement.

(a) The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violations have been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within the City of Fort Smith and not sooner than seven (7) days from the

date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the Parties shall discuss the alleged violation and the response thereto.

(b) In the event the meeting of the Parties pursuant to the procedures in subparagraph (a) above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that the other party is in violation of this Agreement, either party shall have the right to terminate this Agreement on seven (7) days' notice to the other, however, the termination will occur following the guidelines presented in Section 10 of this Agreement, even if the balance of this Agreement has been terminated. In addition, all real property associated with the aquatics facility will be returned to the County as 100% owner.

14. No party to this Agreement waives or forfeits the right to take action as may be necessary to sure compliance with this Agreement by any prior failure to act.

15. This Agreement is null and void if not fully executed by all parties by December 31, 2025.

THIS AGREEMENT EXECUTED as of the date first set forth above on behalf of the City of Fort Smith, Arkansas by the Mayor thereof and on behalf of Sebastian County, Arkansas by the County Judge thereof.

CITY OF FORT SMITH, ARKANSAS

ATTESTED:

By:_____
Mayor

_____
City Clerk

SEBASTIAN COUNTY, ARKANSAS

ATTESTED:

By: _____
County Judge

_____
County Clerk

City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: December 11, 2025

SUBJECT: Amendment to extend Management Agreement with ARM for operation of PIWP through 2026

SUMMARY

As requested at the December 9 study session, an item is included on the December 16 regular meeting agenda to effect a one-year extension to the current Management Agreement with American Resort Management for the operation of Parrot Island Waterpark through 2026.

The proposed resolution authorizes an Amendment to the Management Agreement authorized by Resolution R-159-17 to extend the Management Agreement for an additional one-year renewal term expiring December 31, 2026.

As Sebastian County is a party to the Management Agreement, the proposed amendment contemplates that such amendment also requires approval by Sebastian County. If it so happens through separate action that the city intends to be the sole operator of the waterpark in 2026 and also engage ARM to operate the park for 2026, a new agreement to cover that time period should be drafted. It could include language similar to the previous agreement but would not include Sebastian County as an owner that is party to the agreement.

Please contact me with questions regarding this agenda item.

ATTACHMENTS

1. 20251216_Resolution_-_1_yr_extension_to_ARM_Mgmt_Agmt.pdf
2. 20251216 R-159-17 agreement.pdf
3. 20251216 Agreement Amendment - One year extension to ARM Management Agreement wColbys edits.pdf

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE MANAGEMENT AGREEMENT WITH AMERICAN RESORT MANAGEMENT AUTHORIZED BY RESOLUTION R-159-17 FOR OPERATION OF PARROT ISLAND WATERPARK IN ORDER TO EXTEND THE TERM THROUGH DECEMBER 31, 2026

WHEREAS, pursuant to an agreement between the City of Fort Smith and Sebastian County regarding Ben Geren Regional Park dated February 16, 2012 and a 2013 agreement amending same, the City and the County entered into a joint undertaking for the construction and operation of an aquatics facility, now known as Parrot Island Waterpark, at Ben Geren Regional Park; and

WHEREAS, the city seeks to extend the term of the Management Agreement with American Resort Management authorized by Resolution R-159-17 for operation of Parrot Island Waterpark by one year through December 31, 2026; and

WHEREAS, it is recognized that both the City of Fort Smith and Sebastian County, as joint owners unless otherwise provided, each need to authorize such amendment.

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

Section 1. The Amendment to the Management Agreement with American Resort Management for the operation of Parrot Island Waterpark approved by Resolution R-159-17 as incorporated herein by reference extending the term of such agreement by one year through December 31, 2026 is hereby approved.

Section 2. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute said agreement amendment on behalf of the City of Fort Smith.

ADOPTED THIS ____ day of December, 2025.

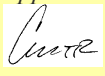
APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to Form:



_____
City Attorney, NPR

R-159-17

MANAGEMENT AGREEMENT

This Management Agreement is entered into by and between the City of Fort Smith, Arkansas and Sebastian County, Arkansas, Arkansas municipal corporations hereinafter jointly referred to as the "Owners," and American Resort Management, LLC, a Pennsylvania Limited Liability Company ("Manager").

Recitals

WHEREAS, Owners are the owners of an outdoor water park and associated ancillary revenue centers (the "Property");

WHEREAS, Manager is in the business of providing management services for water parks, hotels, resorts and facilities which are ancillary thereto, including (but not limited to) restaurants, gift shops and so forth;

WHEREAS, Owners desire to retain Manager to operate and manage the Property; and

WHEREAS, Owners and Manager desire to set forth their agreement with respect to the operation and management of the Property.

NOW, THEREFORE, in exchange of the mutual undertakings set forth in this Management Agreement ("Agreement"), which the Parties acknowledge to be good, valuable and sufficient to support their respective undertakings in the Agreement and intending to be legally bound hereby, the parties agree as follows:

I. Definitions and Related Matters

1. Definitions and Related Matters.

1.1. Definitions. Unless the context already otherwise requires, for purposes of this Agreement, the terms set forth in Section 1.1.1 through 1.1.15, below, shall have the meanings indicated therein.

1.1.1. Agreement. The term "Agreement" means this Management Agreement and any exhibits or schedules thereto. The term "Agreement" also includes any amendments to this Agreement which may be entered into by the parties.

1.1.2. Commencement Date. The term "Commencement Date" means the date on which Manager takes over the management and operation of the Property, as set forth in Section 2.2, below.

1.1.3. Annual Budget. The term "Annual Budget" means the budget which is agreed upon by the Owners and Manager with respect to each Fiscal Year. The Annual Budget is more completely described in Section 3.1, below.

1.1.4. Corporate Employee or CE. The terms "Corporate Employee" or "CE" mean a person who is employed or otherwise retained by the Manager and who does not render services exclusively with respect to the Property. CEs include, but are not limited to: (1) accounting personnel employed by the Manager to provide accounting and other financial services to clients of the Manager generally; (2) human relations managers employed by the Manager to provide personnel services with respect to facilities managed by Manager for clients of the Manager generally; and (3) Marketing Advisor to provide services relating to marketing and promoting the facility.

1.1.5. Effective Date. The term "Effective Date" means, the date on which this Agreement is fully executed by the authorized representatives of the Parties.

1.1.6. Fiscal Year. The term "Fiscal Year" means the calendar year period commencing January 1 and ending December 31 and following calendar years. The term "Fiscal Year" also includes a "Short Fiscal Year", as defined in Section 1.1.14, below.

1.1.7. Manager. The term "Manager" means American Resort Management, LLC, a Pennsylvania limited liability company and a party to this Agreement.

1.1.8. Operating Account. The term "Operating Account" means the account established pursuant to Section 3.2, below, into which all revenues generated by the Property shall be deposited and from which all expenses associated with the operation of the Property shall be paid.

1.1.9. Owner. The term "Owners" means the City of Fort Smith and Sebastian County, Arkansas, government entities located in the State of Arkansas, which are collectively a party to this Agreement.

1.1.10. Property. The term "Property" means the water park located in Ben Geren Park, 7300 Zero Street, Fort Smith, Arkansas 72903The term "Property" does not include any facility or activity of the Owners which is not described in this Section 1.1.10.

1.1.11. Parties. The term "Parties" is a collective reference to the Manager and the Owners.

1.1.12. Property Specific Employee or PSE. The terms "Property Specific Employee" or "PSE" mean a person who is employed by Manager and whose duties relate exclusively to providing services with respect to the Property. PSEs would normally include, but are not limited to, maintenance personnel, aquatics personnel, housekeeping personnel, admissions personnel, restaurant personnel, and so forth.

1.1.13. Reimbursable Expenses. The term "Reimbursable Expenses" means expenses incurred by Manager in performing its duties under this Agreement with respect to the Property and which are identified as Reimbursable Expenses in this Agreement. "Reimbursable Expenses" are more specifically described in Article V, below.

1.1.14. Short Fiscal Year. The term "Short Fiscal Year" means those periods of time (1) from the Commencement Date to the beginning of the next Fiscal Year and (2) from the

end of the prior Fiscal Year to the termination of this Agreement, and which do not encompass a full Fiscal Year, *i.e.*, a full twelve months.

1.1.15. Term. The term "Term" means the time period that this Agreement is in effect. The term "Term" includes the initial term and any renewal term, as more specifically described in Section 7.1, below.

1.2. Recitals and Schedules. The recitals and schedules to this Agreement shall be considered a part of this Agreement, as if fully set forth herein.

1.3. Number. For purposes of this Agreement, the singular shall include the plural and the plural the singular, as the context may require.

1.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the parties with respect thereto. For the sake of clarity and the avoidance of doubt, this Agreement does not relate to any pre-opening or similar services with respect to the Property. If the Owners and Manager have agreed upon the rendering of pre-opening services by the Manager to the Owners with respect to the Property, such agreement shall be set forth in a separate written agreement between the parties.

1.5. Amendment. This Agreement may only be amended by a writing which has been executed by and authorized representatives of each party.

II. Retention of Manager

2. Retention of Manager.

2.1. Generally. Owners hereby engage Manager on an exclusive basis to operate and manage the Property on behalf of the Owners during the term of this Agreement. Manager hereby accepts such engagement.

2.2. Commencement Date. The renewal date on which the Manager shall commence to operate and manage the Property (the "Commencement Date") shall be January 1, 2018.

2.3. No Representation or Warranty of Financial Performance. Owners acknowledge and understand that the financial performance of the Property will be affected by many factors which are beyond the reasonable control of the Manager, and which are unpredictable. Accordingly, Owners understand and agree that: (1) Manager has not made, and Manager cannot make, any representations or warranties as to the financial performance of the Property during the term of this Agreement; and (2) the Agreement of the Owners and Manager as to the Annual Budget, as contemplated by Section 3.1, below, does not and will not constitute a representation or warranty by the Manager as to the financial performance of the Property during the Fiscal Year to which such Annual Budget relates.

2.4. Manager shall use its best efforts and provide services under this Agreement in good faith and in accordance with accepted industry standards. Specifically, the Manager shall train and supervise Project staff:

2.4.1. So as to maintain a safe environment for both staff and visitors. Water safety, ride safety, food preparation, handling chemicals, and other safety areas will be managed with best practices;

2.4.2. So that staff will engage with visitors in a positive upbeat manner creating an atmosphere on the Property as one expects at a well-run theme park;

2.4.3. So that the Property is maintained at a high level of cleanliness. Pre-opening cleaning must assure that the restrooms, pools, decks, and amenities are sanitized and ready for use. During the day of operation, the litter will be picked up, trash emptied, and restrooms inspected and cleaned as necessary;

2.4.4. So that the water chemistry will be managed at optimal levels to assure safety of swimmers. A minimum of three water tests per day will be performed and recorded by trained staff on each body of water. A minimum of two saturation indexes on each body of water will be performed and recorded by trained staff each week;

2.4.5. So that marketing efforts will encourage attendance throughout the swimming season and into future years to provide for the financial needs of the Property;

2.4.6. So that the care and maintenance of the Property and equipment will be of the highest standard. Manufacturers' scheduled maintenance will be followed and recorded on all equipment including but not limited to motors, pumps, chemical feeders, and concession equipment. Maintenance of the facilities, such as painting and other off-season work, shall maintain the appearance of the Property; and,

2.4.7. So that all applicable plumbing, electrical and safety codes shall be followed.

2.5. Manager shall provide to Owners and maintain in effect throughout the term of this Agreement a fidelity bond in the amount of at least $250,000.00, the cost of which fidelity bond shall be paid from the Operating Account provided for in Section 3.2 below.

III. Financial Matters

3. Financial Matters.

3.1 Annual Budget.

3.1.1. Adoption.

3.1.1.1. Generally. Not less than 90 days prior to the beginning of each Fiscal Year, Manager shall prepare and submit to Owners for Owners' approval a budget for such Fiscal Year (the "Annual Budget"). The Annual Budget shall set forth in reasonable detail all revenues projected to be generated and all expenses projected to be incurred, in the operation and management of the Property. The Annual Budget shall also include a depreciation allocation and capital budget identifying any capital expansions, improvements or replacements (such as, but not limited to, fixtures, furnishings and equipment) to be paid for or reserved from operating revenues

during the Fiscal Year in question. The Owners shall approve or disapprove the proposed Annual Budget as soon as practicable following its receipt. If the Owners disapprove the proposed Annual Budget, the Owners and the Manager will consult for the purposes of reaching agreement on the Annual Budget. If the Owners and the Manager fail to reach agreement on the Annual Budget, the Manager shall operate the Property on the basis of the previous year's Annual Budget.

3.1.2. Amendment of Annual Budget. An Annual Budget may be amended at any time by the mutual written agreement of the Owners and the Manager.

3.1.3. Adherence to Annual Budget. The Manager will adhere to the Annual Budget in the operation and management of the Property. In particular, the Manager will exercise commercially reasonable efforts to hold or reduce costs in the event that revenues do not attain the budgeted levels, so as to maintain the profitability of the Property to the extent reasonably possible. Notwithstanding the foregoing, Owners acknowledge, understand and agree that: (1) certain components of the Annual Budget, including, without limitation, overall revenues, utility costs, costs associated with events of *force majeure*, and so forth, are not within the control of Manager; (2) certain expenses are either fixed or are not otherwise subject to the control of the Manager; and (3) Manager cannot guarantee that, and Manager makes no representation or warranty with respect to, (a) the gross revenues of the Property, (b) the overall expenses to be incurred in the operation and management of the Property, and (c) the profitability of the Property.

3.2 Operating Account.

3.2.1 Establishment. The Owners shall establish an operating account at a bank selected by the Owners which shall be the "Operating Account" for the Property. The Operating Account shall be in the name of the Owners, and shall be the property of the Owners. The Operating Account shall be subject to the terms, conditions and limitations set forth in this Agreement. The Operating Account shall be a single account, but may have such sub-accounts (including, but not limited to, reserve accounts for depreciation and capital, expansions, repairs and improvements) as determined by the Owners. Subject to the Owners' rights upon termination and subject to Owners' rights to inspect and audit, the Manager shall have the sole authority to withdraw funds from the Operating Account during the term of this Agreement.

3.2.2 NA

3.2.3. Operation of Operating Account.

3.2.3.1. Revenues. The Manager shall cause all revenues derived from the operation of the Property to be deposited into the Operating Account: *Provided, however,* that the Manager shall keep such petty cash on hand at the Property as is reasonable and necessary to operate the facilities located at the Property on a day-to-day basis, including, but not limited to, guest shops, restaurants and so forth. The total petty cash amount shall not exceed $6,000.00 during the operating season and 500.00 during non-operating season.

3.2.3.2. Expenses. The Manager shall cause all expenses incurred in the operation and management of the Property to be paid from the Operating Account. The payment of expenses from the Operating Account shall be subject to the requirements and limitations set forth in Section 4.1 below. To the extent that any sub-accounts may have been

established by the Owners, funds from such sub-accounts shall only be used by Manager pursuant to adopted Annual Budget.

3.2.3.3. Minimum Balance. The Owners and the Manager agree that the operation of the Property requires a minimum amount of working capital. Accordingly, unless otherwise agreed upon by the Manager and Owners, there shall at all times be maintained in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) an amount equal to $75,000.00. If the balance in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) falls below such minimum balance, the Manager shall so advise the Owners and the Owners shall, within three (3) business days, deposit an amount in the Operating Account sufficient to cause the balance of the Operating Account to be equal to or greater than such minimum required balance.

3.2.3.4. Disbursement of Excess Funds to Owners. The Manager shall disburse to the Owners funds in the Operating Account which are in excess of the minimum balance requirement set forth in Section 3.2.3.3, above. At a minimum, such disbursements shall be made on a quarterly basis, and disbursements shall be made at such other times as may be agreed upon by the Owners and the Manager, or as may be set forth in the Annual Budget.

3.2.3.5. Initial Funding. Not later than ten (10) days following the Effective Date or such later date as may be agreed upon by the Owners and the Manager, the Owners shall verify the existing Operating Account has a minimum balance of $75,000.00 Owners will deposit funds, as necessary, to bring the Operating Account balance to an amount not less than $ 75,000.00.

3.3. Obligation of Owners to Fund Operations. Under no circumstances shall the Manager be obligated to fund the operations and expenses of the Property, and Manager shall have no obligation to advance funds for such purposes.

IV. Management Obligations and Authority of Manager

4. Management Obligations and Authority of Manager.

4.1. Generally. Subject to the terms and conditions of this Agreement, Manager shall have the exclusive right, authority and discretion to direct, supervise, manage and operate the Property on a day-to-day basis during the term of this Agreement. Such authority shall include the authority to contract to purchase such goods and services, within the authorizations of the Annual Budget and in compliance with all purchasing and personnel laws and procedures applicable to the City of Fort Smith, as may be reasonable and appropriate to operate the Property in an effective and efficient manner. This general statement is applicable to each of the Manager's obligations and authorizations stated in this Article IV (and in Section 3.2.3.2.).

4.2. Specific Obligations and Authority.

4.2.1. Operations. Manager shall have the authority to make all determinations relating to the day-to-day operations of the Property.

4.2.2. Collection of Revenues.

4.2.2.1. Generally. Manager shall have the authority and shall use commercially reasonable efforts to collect all revenues due with respect to the Property.

4.2.2.2. Certain Tax Obligations. Manager shall have the obligation to collect, account for and remit to the appropriate taxing authorities, any taxes levied upon the operation of the Property, including, without limitation, sales and use taxes, amusement taxes, franchise tax and so forth. For the sake of clarity and the avoidance of doubt, Manager shall not be responsible for collecting and remitting any income taxes or similar tax obligations, if any, of the Owners arising out of or relating to income generated by the Property; however, Manager shall be responsible for the payment of any income taxes or similar taxes of the Manager arising out of or relating to any fees due or paid to the Manager pursuant to this Agreement.

4.2.3. Utilities. Manager shall have the authority to contract with electrical, water, gas, sewer, cable/satellite television, internet and other utility providers to provide utilities to the Property. Sanitary waste services shall be contracted with the City of Fort Smith.

4.2.4. Cleaning and Related Services. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide cleaning and related services to the Property.

4.2.5. Maintenance. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide maintenance services to the Property.

4.2.6. Supplies. Manager shall have the authority to contract with third party vendors to acquire all necessary supplies and related services necessary for the operation of the Property. Such supplies and related services include, but are not limited to, aquatic supplies, linen services, cleaning materials, restroom supplies, and articles normally and customarily furnished to guests as part of the aquatic, food and beverages, tableware, furnishings, restaurant supplies and guest shop inventory. Manager may utilize the purchasing actions and resulting supplies of the Parks Department of the City of Fort Smith.

4.2.7. FFE Replacement. Manager shall have the authority to contract with third party vendors to acquire (by purchase and/or lease) furnishings, fixtures and equipment for use in the operation of the Property in the ordinary course of business. Such items include, but are not limited to: (1) cash registers; (2) kitchen equipment; (3) cleaning equipment; (4) furniture and furnishings; and (5) office equipment.

4.2.8. Public Relations, Advertising and Promotion. Manager shall have the authority to contract for the provision of advertising and promotional materials and services with respect to the Property. Such advertising and promotional materials and services include, but are not limited to: (1) television, radio and other media forms of advertising; (2) participation in reservation services; (3) entering into arrangements with third parties to create promotional packages in which the Property participates; and (4) engaging in or otherwise supporting community and/or charitable activities which promote the image and presence of the Property among potential customers and referral sources. The Manager shall develop, implement and periodically update an on-going marketing program for the Property.

4.2.9. Licenses and Permits. Manager shall obtain and keep in full force and effect, as may be required by applicable law, any and all licenses and permits necessary for the operation of the Property. Owners shall fully cooperate with the Manager in applying for, and maintaining in effect, all such licenses and permits.

4.3. Contracting Authority.

4.3.1. Limitations on Contracting Authority.

4.3.1.1. Monetary Limitation. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of the Property which reasonably can be expected to exceed, in any Fiscal Year, $1,500.00 in value, without the prior written consent of the Owners.

4.3.1.2. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of Property, the term of which extends beyond the initial term of this Agreement or any renewal term then in effect, without the prior written consent of the Owners. In determining the term of any such contract, the term will be deemed to expire on the earliest date as of which the contract may be terminated by Manager, without penalty or other early termination charges.

4.3.1.3. Consent Through Approval of Annual Budget. For purposes of this Section 4.3.1., any required consent of the Owners shall be deemed to have been given if the contract in question has been accounted for and disclosed in the Annual Budget for the Fiscal Year in question and such Annual Budget has been approved by the Owners. Any dispute regarding contract authority shall be determined by the Owners and shall be binding on the Manager.

4.4. Employees.

4.4.1. Generally. The Owners and the Manager acknowledge that the Property shall be operated and managed solely by the Manager utilizing Corporate Employees (CEs) and Property Specific Employees (PSEs).

4.4.2. Hiring. The Manager shall have the obligation and authority, in the Manager's sole-discretion, to hire, train, promote, supervise, direct the work of and discharge all CEs and PSEs providing services with respect to the Property.

4.4.3. Compensation and Benefits. Consistent with the applicable Annual Budget, Manager shall have the right to fix the terms of compensation, to pay incentive compensation, and to provide employee benefits to all CEs and PSEs providing services with respect to the Property. Such employee benefits may include, but are not limited to, pension plans, health insurance, life insurance, disability insurance and similar employee benefit plans. For the sake of clarity and the avoidance of doubt, the Owners and the Manager expressly acknowledge and agree that it is their intent that such compensation and benefits be reasonably sufficient to attract and retain employees in, and to otherwise remain competitive within, the employee workforce market in which the Property is located. Manager may contract to utilize pension, insurance and other employee benefit plans operated by the City of Fort Smith to the extent permitted by law.

4.4.4. Certain Tax Matters Related to Employees. It is expressly understood and agreed that all CEs and PSEs providing services to the Property will be the employees of the Manager for all purposes, including, without limitation, federal, state and local tax and reporting purposes. Owners acknowledge and agree that Manager, as the employer of all of the CEs and PSEs providing services to the Property, shall be entitled to all federal, state and/or local tax credits or benefits allowed to employers relating to the CEs and PSEs, including, without limitation, the Work Opportunity Tax Credit, The Targeted Jobs Tax Credit, and similar tax credits: *Provided, however*, that Manager shall pay all incremental fees, if applicable, to qualify for such tax credits.

4.4.5. Reimbursement of Expenses Related to PSEs and CEs.

4.4.5.1. Generally. Except as set forth in Section 4.4.5.2, below, with respect to CEs, all expenses incurred by the Manager with respect to CEs and PSEs shall be Reimbursable Expenses. Such expenses include, but are not limited to: (1) wages; (2) benefits of any type, including, without limitation, workers compensation insurance and benefits, pension benefits, health insurance, disability insurance, life insurance, sick benefits, severance pay and vacation pay; (3) the Manager's share of employee trust fund taxes, including (without limitation) FICA, FUTA and similar federal, state and local taxes or impositions paid by the Manager with respect to the CE or PSE; (4) employee expense reimbursement owed by the Manager to CEs and PSEs; and (5) professional expenses, including (without limitation) legal, accounting and actuarial services required by the Manager with respect to any employee matters including (without limitation) workers compensation claims, unemployment compensation claims, other employment based claims and pension administration.

4.4.5.2. CEs. The parties acknowledge that CEs shall normally provide services with respect to multiple facilities managed by the Manager. That portion of all expenses incurred by the Manager with respect to CEs shall be Reimbursable Expenses equitably based upon the amount of time spent by the CE in question providing services to the Property and as allocated in the Annual Budget.

4.4.5.3. Manager shall comply with each of the following listed federal and state laws and regulations:

(1) Title VII of the Civil Rights Act of 1991 (42 U.S.C. §§ 2000(e), et seq);
(2) The Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et seq.);
(3) The Civil Rights Acts of 1866, 1871, 1964 and 1991;
(4) The Americans with Disabilities Act of 1990 (42 U.S.C. § 1211, et seq.);
(5) The Rehabilitation Act of 1973 (29 U.S.C. § 701, et seq);
(6) The Fair Labor Standards Act (29 U.S.C. § 201, et seq);
(7) The Equal Pay Act of 1973 (29 U.S.C. Chapter 8, §§ 206(d), et seq.);
(8) The Consolidated Omnibus Budget and Reconciliation Act of 1985, (29 U.S.C. § 1161, et seq. as amended);
(9) The Employee Retirement Income and Security Act (29 U.S.C. § 1001, et seq. as amended);
(10) The Older Workers' Benefit Protection Act;

(11) The Arkansas Civil Rights Act
(12) The Family and Medical Leave Act (29 U.S.C. § 2601 et seq.);
(13) The Arkansas Workers' Compensation Act (Ark. Code Ann. § 11-9-101 et seq.);
(14) Any other federal, state or local law or ordinance governing discrimination in employment or public facilities.

4.4.5.4. Certain Employee Expenses Related to Termination of this Agreement. The Owners and Manager acknowledge and agree that: (1) the Manager will be required to terminate all PSEs upon termination of this Agreement; and (2) the Manager will incur certain expenses related to the termination of the employment of such PSEs. The Owners and the Manager agree that such termination related expenses shall be Reimbursable Expenses. Termination related expenses include, but are not limited to: (1) compensation in lieu of vacation pay and sick leave; (2) reasonable severance pay; (3) unemployment benefit obligations; (4) COBRA liability; (5) WARN Act liability; and (6) such other termination benefits as are due the terminated employee pursuant to law and/or which arise under benefit plans established by the Manager pursuant to Section 4.4.3, above. The provisions of this Section 4.4.5.4 shall be applicable regardless of the basis upon which this Agreement is terminated, or the reason(s) therefor.

V. Reimbursement of Expenses of Manager

5. Reimbursement of Expenses of Manager.

5.1. Generally. It is the agreement of the Owners and Manager that the following, as budgeted, shall be paid from the Operating Agreement: (1) all direct, out-of-pocket expenses incurred by the Manager in the performance of the Manager's obligations under this Agreement; and (2) to the extent expressly provided for in this Agreement, indirect expenses (such as, but not limited to, allocations for services provided by CEs) incurred by the Manager in the performance of the Manager's obligations under this Agreement.

5.2. Specific Items Reimbursable.

5.2.1. Generally. The provisions of this Section 5.2 are not intended to limit the application or generality of Section 5.1, above, but rather are set forth herein for the purposes of clarity and the avoidance of doubt.

5.2.2. Property Specific Employer Expenses.

5.2.2.1. Wages, Benefits and Related Items. All expenses incurred by the Manager with respect to PSEs shall be Reimbursable Expenses, as more specifically set forth in Section 4.4.5.1, above.

5.2.2.2. Termination Expenses. All expenses incurred by the Manager in connection with the termination of PSEs, as more specifically described in Section 4.4.5.4, above, shall be Reimbursable Expenses.

5.2.3. Corporate Employee Expenses.

5.2.3.1. Wages, Benefits and Related Items. Subject to the limitations set forth in Section 4.4.5.2, above, all expenses incurred by the Manager with respect to work performed by CEs with respect to the Property shall be Reimbursable Expenses.

5.2.4. Professional Expenses. Within budget, all expenses incurred by the Manager to retain professional advisors (including, without limitation, legal, accounting, engineering, and environmental advisors) with respect to matters arising out of or relating to the operation and management of the Property shall be paid from the Operating Account.

5.2.5. Manager will be reimbursed for travel at City government per-diems and for standard class rental cars and coach fares.

5.3. Mechanism for Reimbursement.

5.3.1. Generally. The Manager shall be entitled to receive reimbursement for Reimbursable Expenses by making draws directly from the Operating Account. The Manager may make such draws in advance of the actual expenditure in question to the extent that such expenses are reasonably ascertainable and such advance is no more than five (5) business days prior to the date on which such expense shall be paid by the Manager. Such advance draws include, but are not limited to, transfers from the Operating Account to the Manager's payroll account to cover weekly wages for PSEs and Reimbursable Expenses (including, without limitation, the Manager's portion of applicable payroll taxes) associated therewith.

5.3.2. Refund of Excess Reimbursements. In the event that reimbursements for Reimbursable Expenses should exceed the amount of such Reimbursable Expenses, or the Manager makes a recovery (through insurance or otherwise) with respect to Reimbursable Expenses previously reimbursed to the Manager, the Manager shall promptly refund to the Operating Account any such excess amounts and/or recoveries. Such refunds may be made by the Manager through a deposit thereof in the Operating Account or as may otherwise be agreed upon by the Owners and the Manager.

VI. Compensation to Manager

6. Compensation to Manager.

6.1. Base Compensation. In consideration for the services rendered by the Manager pursuant to this Agreement, the Owners agree to pay to the Manager base compensation in accordance with the provisions of Schedule 6.1 to this Agreement. The Manager shall submit an invoice to the Owners monthly for and, when approved by Owners, shall have the right to withdraw such base compensation from the Operating Account, as and when specified in Schedule 6.1.

6.2. Incentive Compensation. In additional consideration for the services rendered by the Manager pursuant to this Agreement, the Owners agrees to pay to the Manager Incentive compensation in accordance with the provisions of Schedule 6.2 to this Agreement. The Manager shall submit an invoice to the Owners at end of the Fiscal Year along with the Annual Fiscal Report and, when approved by Owners, shall have the right to withdraw same from the Operating Account as and when specified in Schedule 6.2.

6.3. Nature of Compensation. The compensation described in this Article VI is in consideration for the obligations undertaken and performed by the Manager under this Agreement. Such compensation is in addition to, and not in lieu of, any Reimbursable Expenses under this Agreement.

VII. Term and Termination

7. Term and Termination

7.1. Term.

7.1.1. Initial Term. The initial term of this Renewal Agreement shall begin on the Commencement Date (January 1, 2018 – see Section 2.2 above) and shall continue through December 31, 2022, unless earlier terminated pursuant to Section 7.2, below.

7.1.2. Renewal Term. This Agreement shall automatically renew for successive one-year renewal terms following the initial term and each subsequent renewal term for a total term of 3 years, unless: (1) a notice of non-renewal shall have been timely given by either party as set forth in Section 7.2.2, below; or (2) this Agreement is otherwise terminated prior to the completion of the initial term or the renewal term then in effect, as the case may be, pursuant to the provisions of Section 7.2, below.

7.2. Termination.

7.2.1. Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.2.2. Expiration of Initial Term or Renewal Term Following the Giving of Notice of Non-Renewal. This Agreement shall automatically terminate upon the expiration of the initial term or the renewal term then in effect if either party shall have given to the other party a written notice of non-renewal in accordance with this Section 7.2.2. Such notice of non-renewal shall be identified as a notice of non-renewal which is being given pursuant to this Section 7.2.2 and must be given no later than sixty (60) days prior to the expiration of the initial term or renewal term in question, as the case may be. Such notice of non-renewal may not be revoked. No other action on the part of either party shall be necessary following the giving of a notice of non-renewal to cause the termination of this Agreement to be effective upon the expiration of the initial term or the renewal term in question, as the case may be.

7.2.3. Destruction or Loss of the Property. Either party may terminate this Agreement upon sixty (60) days written notice to the other party if the Property is substantially destroyed or the Property is taken by any governmental or other entity pursuant to the power of eminent domain.

7.2.4. By Owners for Cause.

7.2.4.1. Generally. The Owners may terminate this Agreement for cause at any time upon the commission of an event of default by the Manager. For purposes of this Section 7.2.4, an "event of default by the Manager" shall consist of one or more of the following

events: (1) an act of fraud by the Manager with respect to the Owners; (2) embezzlement or misappropriation by Manager of funds or property of the Owners; and (3) any breach of this Agreement by Manager which remains uncured for a period of sixty (60) days following receipt by Manager of a written notice from the Owners describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.4 shall be effectuated by the Owners giving the Manager written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (3) of the preceding sentence.

7.2.4.2. Theft by Employees Not Attributed to Manager. For the purposes of this Section 7.2.4, acts of fraud, embezzlement and/or misappropriation by PSEs and CEs which are solely for the personal benefit of the PSE or CE in question and are undertaken without the knowledge or consent of the senior management of the Manager, shall not be attributed to the Manager and shall not serve as a basis for terminating this Agreement pursuant to this Section 7.2.4. Without limiting the generality of the preceding sentence, the parties acknowledge that the purpose of this Section 7.2.4.2 is to exclude petty theft on the part of employees as a basis for terminating the Manager for cause. The provisions of this Section 7.2.4.2 shall not, however, be construed as limiting the obligation of the Manager to take reasonable and appropriate measures to reduce and discourage employee theft.

7.2.4.3. Wrongful Termination for Cause. In the event that the Owners wrongfully terminate this Agreement for cause pursuant to Section 7.2.4.1, above, such termination shall be treated as a termination without cause pursuant to Section 7.2.6, below. In such case, the Manager shall be entitled to receive the termination payment described in Section 7.3.3.

7.2.4.4. Safety Matters not Cured. The Owners may take immediate, temporary control of the management and operation of the Property due to matters of safety that are not cured within three (3) days of notice. The Owners shall notify the Manager of such conditions verbally and in writing. Matters of safety include but are not limited to water quality, best practices for lifeguards, and best practices for food service. This Agreement may be terminated with cause in the event safety matters are not cured within three (3) days of notice. Additionally, Owners reserve the right to direct immediate safety measures, and Manager shall follow and implement the directed safety measures.

7.2.5. By Manager for Cause. The Manager may terminate this Agreement for cause at any time upon the commission of an event of default by the Owners. For purposes of this Section 7.2.5, an "event of default by the Owners" shall consist of one or more of the following events: (1) the Owners fail to comply with their obligation under Section 3.2.2.3, above, relating to the maintenance of a minimum balance in the Operating Account; (2) the Owners fail to comply with Section 3.2.3.5, above relating to the initial funding of the Operating Account; (3) the failure of the Owners to timely pay the Manager base and incentive compensation as provided in Article VI, above; and (4) any breach of this Agreement by Owners which remains uncured for a period of sixty (60) days following receipt by the Owners of a written notice from the Manager describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.5 shall be effectuated by the Manager giving the Owners written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (4) of the preceding sentence.

7.2.6. By the Owners without Cause. The Owners shall have the right to terminate this Agreement without cause at the Owners' discretion, upon sixty (60) days prior written notice to the Manager.

7.3. Effect of Termination.

7.3.1. Generally. Except as otherwise provided in this Agreement, upon termination of this Agreement all obligations of the parties under this Agreement shall terminate in their entirety. Notwithstanding the foregoing, those obligations and rights of the parties accruing prior to termination or as a result of the termination, shall survive termination of this Agreement. Those provisions of this Agreement which, by their express terms or by their operation, are intended to survive termination, shall survive termination of this Agreement. Such provisions include, but are not limited to, Article VI, above, this Article VII, and Article X, below.

7.3.2. Compensation and Reimburse Reimbursable Expenses. The obligation of the Operating Fund to provide base and incentive compensation pursuant to Article VI of this Agreement, and to reimburse Reimbursable Expenses, as set forth in Article V and any other provisions of this Agreement relating to the reimbursement of Reimbursable Expenses, shall survive termination.

7.3.3. Termination Payment. If the Owners terminate this Agreement without cause pursuant to Section 7.2.6, above, the Owners shall pay to the Manager a termination payment in the amount of **$15,000.00**. Such payment shall be in addition to, and shall not be in lieu of, any other amounts which are payable by the Operating Fund to the Manager under this Agreement, including, without limitation, base compensation, incentive compensation, and the reimbursement of Reimbursable Expenses up to the date of termination. Such termination payment shall be paid to the Manager not more than **60** days following the date on which the Owners gave the Manager notice of the termination of this Agreement without cause. The Manager shall have the right to withdraw such termination payment from the Operating Account.

7.3.4. Operating Fund. Upon termination and payment of all obligations of this Agreement, the Operating Fund shall revert to Owners and the Manager shall have no claim to or right of ownership in the Operating Fund.

VIII. Indemnity and Insurance

8. Indemnity and Insurance.

8.1. Indemnity. Manager shall indemnify and hold harmless the Owners, their directors, administrators and employees, from and against any and all damages, liabilities, costs, expenses, claims and/or judgment, including without limitation, reasonable attorneys' fees and costs and disbursements for litigation expenses, that any of them may suffer or incur that arise directly or indirectly from Manager's operation of the Property.

8.2. Insurance Placed by Manager. The Manager shall keep in effect during the term of this Agreement those insurance policies and coverages which are described in Schedule 8.2 to this Agreement. Except as provided in Schedule 8.2 and unless otherwise agreed upon by the Owners and the Manager in writing, the Owners shall not have the responsibility for procuring

the insurance policies and coverages described in Schedule 8.2. Such insurance policies shall provide the following:

1. The Owners shall be named as an additional insured and any right of subrogation against the Owners and the Owners' employees shall be waived by the insurer.

2. The policies shall not be cancellable except upon thirty (30) days prior written notice to the Owners.

3. The loss payees (to the extent applicable) shall be the Owners and the Manager, as their interests may appear.

The Manager shall, annually and from time to time upon request, provide to the Owners certificates of insurance evidencing the insurance policies and coverages required by this Section 8.2. Unless otherwise noted on Schedule 8.2, the insurance premiums paid by the Manager for such insurance policies and coverages shall be Reimbursable Expenses.

IX. Accounting and Reporting

9. Accounting and Reporting.

9.1. Maintenance of Records. The Manager shall maintain accurate, complete and separate records showing income and expenditures relating to the operation of the Property, and from which accounts payable and accounts receivable, available cash, and other assets and liabilities pertaining to the Property can be readily identified and the amounts determined at any time. The Owners shall have the right at any reasonable time by their employees or through other Owners' representative(s), to inspect the records kept by the Manager pertaining to the Property, including, but not limited to, all checks, bills, invoices, contracts, statements, vouchers, cash receipts, correspondence, and all other records dealing with the management and operation of the Property. The Owners shall have access to all electronic records at all times, including real time inspection. The Owners shall have the further right to have an audit made at Owners' expense of all account books and records pertaining to the management and operation of the Property. The operation of the Property, specifically including the Operating Account, shall be subject to an annual audit conducted by certified public accounting firm selected by the Owners. The expenses of the audit shall be an Operating Fund expense.

9.2. Reports.

9.2.1. Annual Financial Report. With respect to each Fiscal Year, the Manager will cause an annual financial report to be prepared showing all revenues, costs and expenses in detail. The report will be certified by the Manager as complete and accurate, and will be submitted to the Owners no later than sixty (60) days following the Fiscal Year in question.

9.2.2. Annual Physical Condition Report. The Manager will furnish an annual report with respect to the physical and operational condition of the Property and its equipment on or about October 15 of each year.

9.2.3. Profit/Loss Statements. The Manager will furnish monthly to the Owners a profit/loss statement detailing all receipts and disbursements for each month, such statement to be furnished on or before the eighteenth (18th) day of each month for the preceding month. Such statement shall show the status of income and expenses and shall be supported by bank statements, canceled checks, vouchers, duplicate invoices, and similar documentation covering all items of income and expense, the originals of which shall be kept in the Manager's office and be available for inspection by the Owners or Owners' representative(s) at all reasonable times.

9.2.4. Operating Statements. The Manager shall provide quarterly operating statements showing income and expense for the Fiscal Year quarter and Fiscal Year to date and for the same period of the preceding year.

9.3. Record Retention. The Manager shall retain all records required to be created and/or maintained by the terms of this Agreement for a period of five (5) years.

9.4. Survival. Except as set forth in this Section 9.4, the provisions of this Article IX shall survive the termination of this Agreement. Sections 9.2.1, 9.2.3 and 9.2.4 shall survive with respect to the last Fiscal Year during the Term of this Agreement, it being the intent of the parties that the Manager shall provide such reports for the periods of time running through the end of the Term of this Agreement. Section 9.2.2 shall not survive termination of this Agreement.

X. Other Provisions

10. Other Provisions.

10.1. Representations and Warranties of Manager. Manager represents, warrants and covenants with Owners as of the Effective Date as follows:

(a) Due Organization, Etc. Manager is duly organized, validly existing, and in good standing, is duly qualified to do business in the state in which the Property is located, and has full power, authority and legal right to execute, perform, and timely observe all of the provisions of this Agreement. Manager's execution, delivery and performance of this Agreement have been duly authorized.

(b) Valid and Binding Obligations. This Agreement constitutes a valid and binding obligation of Manager and does not and will not constitute a breach of or default under the corporate documents or bylaws of Manager or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which Manager is a party or by which it or any of its assets is bound or affected.

(c) No Third-Party Approval Required. No approval of any third party is required for Manager's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

(d) Maintaining Legal Existence. Manager shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all of the terms and conditions of this Agreement.

(e) No Litigation. There is no litigation or proceeding pending or, to the knowledge of the Manager, threatened against Manager that could adversely affect the validity of this Agreement or the ability of Manager to comply with its obligations under this Agreement.

10.2. Representations and Warranties of Owners. Owners represent, warrant and covenant to Manager as of the Effective Date and the Commencement Date, as follows:

(a) Due Organization, Etc. Owners are duly organized, validly existing, and in good standing in the state in which the Property is located, and have full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement. Owners' execution, delivery and performance of this Agreement have been duly authorized.

(b) Valid and Binding Obligation. This Agreement constitutes valid and binding obligations of Owners and do not constitute a breach of or default under the corporate documents or bylaws of Owners or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which Owners is a party or by which it or any of its assets is bound or affected.

(c) No Third-Party Approval Required. No approval of any third party (including any holder of any Mortgage) is required for Owners' execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

(d) Continued Legal Existence. Owners shall, at its own expense, keep in full force and effect throughout the Term of this Agreement their legal existence and the rights required for them timely to observe all of the terms and conditions of this Agreement.

(e) Required Approvals. Owners shall maintain throughout the term of this Agreement all approvals that are required to be in their name and that are necessary to own and the Property, but the foregoing shall not relieve Manager from obtaining permits, licenses, authorizations and other approvals required hereunder.

(f) No Adverse Litigation/Condemnation. There is no litigation or proceeding pending or threatened against Owners, or to the knowledge of Owners, against the Property, that could adversely affect the validity of this Agreement or the ability of Owners to comply with its obligations under this Agreement. Owners are not aware of any condemnation proceeding pending or threatened against the Property or any portion thereof.

(g) Environmental. Except as disclosed in Schedule 10.3(g) to this Agreement, Owners have no actual knowledge that the Property violates any environmental legal requirement or any law or regulation relating to environmental conditions or safety.

(h) Rights to Purchase. Owners have not granted any other person the right to purchase the Property.

10.3. Joint Representation and Warranty.

No Hazardous Materials. Neither Manager nor Owners shall knowingly use or occupy, or knowingly permit the Property or any part thereof to be used or occupied, for any unlawful, or ultra hazardous use (including the prohibited or unlawful use or storage of hazardous materials, or any disposal of hazardous materials), or operate or conduct the business of the Property in any manner known to constitute or give rise to a nuisance of any kind.

10.4. Use of Affiliates by Manager. Subject to the terms of this Agreement, in fulfilling its obligations under this Agreement, the Manager may, from time to time, delegate certain of its obligations to one or more affiliates, provided that, if an affiliate performs services which the Manager is required to provide pursuant to this Agreement, the Manager shall be ultimately responsible to the Owners for the affiliate's performance, and the Owners shall not pay more for the affiliate's services and expenses than the Manager would have been entitled to receive pursuant to this Agreement had the Manager performed the services. If an affiliate otherwise performs services for or provides goods to the Property, such goods or services shall be of a quality and supplied at prices and on terms at least as favorable to the Property as generally available in the relevant market. For purposes of this Section 10.5, the term "affiliate of the Manager" means any entity controlling, controlled by, or under common control with, the Manager. The Manager will notify the Owners in writing and obtain the Owners' approval (exercised in the reasonable discretion of Owners) of the use of Affiliates.

10.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, without reference to any applicable principles of conflicts of law which would direct the application of the laws of another jurisdiction. Any dispute, controversy, claim or other matter arising out of or relating to the negotiation, execution, delivery or performance of this Agreement, or the breach thereof, regardless of whether such dispute, controversy, claim or other matter is characterized as arising in contract, tort (including, without limitation, fraud, fraudulent misrepresentation, negligence and/or negligent misrepresentation), strict liability, statutory liability, indemnity, contribution or otherwise, shall be governed by, and determined and resolved in accordance with, the laws of the State of Arkansas, without reference to any applicable principles of conflicts of law which would direct the application of the laws of another jurisdiction. Venue for any litigation regarding the Agreement shall be in the Circuit Court of Sebastian County, Arkansas or in the United States District Court for the Western District of Arkansas (Fort Smith Division).

10.6. Waivers, Modifications, Remedies. No failure or delay by a party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated (unless otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought.

10.7. Severability of Provisions. If a court of competent jurisdiction ~~or an arbitrator~~ determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

10.8. Notices. Notices, consents, determinations, requests, approvals, demands, reports, objections, directions and all other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date on which such communications are delivered by personal delivery, by facsimile transmission (with telephonic confirmation of receipt), DHL, Federal Express or other similar courier service or by the United State Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed to the parties at the addresses specified below, or at such other address as the party to whom the notice is sent has designated in accordance with this Section 10.9. All such communications shall be deemed to have been received by the intended recipient (i) in the case of air courier services, on the next Business Day after deposit with such air courier service with a request for next day service; (ii) in the case of a facsimile transmission, on the Business Day such transmission was sent, or if not a Business Day or if transmitted after 4:00 p.m. local time, then on the next Business Day; and (iii) in the case of first-class mail, three Business Days after the deposit with the United States Postal Service. Until a party provides a change in address in accordance with this Section 10.9, notices will be sent to the following addresses:

To Owners:

City of Fort Smith:
City Administrator
P.O. Box 1908
Fort Smith, AR 72902-1908
Fax: (479)784-2256

Sebastian County:
County Judge
35 South 6th Street, Rm. 106
Fort Smith, AR 72901
Fax: (479) 784-1550

To Manager:

Richard Coleman, CHA
Senior Vice President
American Resort Management, LLC
2950 West 12th Street Suite 50
Erie, PA 16505
Fax: 814-833-2667

10.9. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.

10.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10.11. Relationship of the Parties. Manager and Owners acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Property, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship

between Manager and Owners with respect to the Property or the operation thereof. The Parties acknowledge and agree that Manager is an independent contractor, is not an employee of the Owners and is not an agent under the control or supervision of the Owners. This Agreement shall not be construed at any time to be an interest in real estate or a lien or security interest of any nature against the Property or any other land used in connection with the Property, or any equipment, fixtures, inventory, motor vehicles, contracts, documents, accounts, notes, drafts, acceptances, instruments, chattel paper, general intangibles or other personal property now existing or that may hereafter be acquired or entered into with respect to the Property or the operation thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, in no event shall the Manager have any right to bind the Owners.

10.12. Further Assurances. The parties shall do and procure to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

10.13. No Third-Party Beneficiaries. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof. There are no third-party beneficiaries with respect to this Agreement.

10.14. LIMITATIONS ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF MODIFYING, LIMITING OR RESTRICTING, THE EXPRESS PROVISIONS OF THIS AGREEMENT: (A) THE TERMS OF THIS AGREEMENT SHALL PREVAIL; (B) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY; AND (C) ANY LIABILITY BETWEEN THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS PROVISIONS OF THIS AGREEMENT. FOR PURPOSES OF ASSESSING MANAGER'S FIDUCIARY DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY THE FIDUCIARY DUTIES WHICH MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING WITHOUT LIMITATION ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING, FULL DISCLOSURE OR ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE. THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT, POWER OR PRIVILEGE EITHER MAY HAVE TO CLAIM OR RECEIVE FROM THE OTHER PARTY ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY BREACH OF FIDUCIARY DUTIES.

IN WITNESS WHEREOF, the duly authorized representatives of the Owners and Manager have executed this Agreement effective as of the Effective Date.

AMERICAN RESORT MANAGEMENT, LLC

Date: 6/21/2018

By: Jeffrey D Mona
[Jeffrey D. mona] [Member]

CITY OF FORT SMITH, ARKANSAS

By: 7/26/18
Mayor Date

Attest: Sherri Gard
City Clerk

SEBASTIAN COUNTY, ARKANSAS

By:
County Judge Date

Attest: Sharon Brooks
County Clerk

Schedule 6.1

Base Compensation of Manager

a. **Compensation**. In consideration for the services to be rendered to the Owners by the Manager under this Agreement, the Owners agrees to pay the Manager a management fee based on the following schedule:

Renewal Year 1 (January 1, 2018) - 5 (full year) ending (December 31, 2022) fee shall be Five Percent (5.0%) of gross revenues during each annual period of the initial five (5) year term and during any renewal term.

Gross Revenues (hereinafter defined) from the Water Park actually collected, deducted monthly from the Operating Account (herein defined) on the tenth (10th) day of the month following for which Gross Revenues are calculated.

"Gross Revenues" shall mean all revenues, fees, rentals and receipts of every kind derived from operating the Water Park and all departments and parts thereof, including, but not limited to, income (from both cash and credit transactions) revenues, fees, rentals and receipts from: Water Park admissions, rentals of facility, ancillary revenue center(s) income, telephone charges, stores, offices, exhibit or sales space of every kind; license, lease and concession fees, and rentals (not including gross receipts of licensees, lessees and concessionaires); income from vending machines; income from parking; health club membership fees; admission fees; food and beverage sales; wholesale and retail sales of merchandise; and service charges; provided.

Gross Revenues shall not include the following: sales or rentals of space outside the four walls of the Water Park (arising from items like sales or rentals of outparcels or portions of the parking lot, lease of rooftop space for cell phone towers, solar panels and similar items) additional venues established within the Water Park after the date of this Agreement if they are leased to a third party and not run by the Manager (such as a check cashing business, a gift shop, etc.), chargeback's from disputed credit card payments, gratuities paid to employees of the Water Park; federal, state or municipal excise, sales or use taxes or any other taxes collected directly from customers, patrons or guests or included as part of the sales price of any rentals, goods or services; interest received or accrued with respect to funds in Advertising Accounts, the Reserve Accounts or the Operating Accounts of the Water Park; any refunds, rebates, discounts and credits of a similar nature, given, paid or returned in the course of obtaining Gross Revenues or components thereof; or insurance proceeds; condemnation proceeds, or revenues derived through sales of real estate.

Schedule 6.2

Incentive Compensation of Manager

a. **Performance Bonus Incentive**. As additional consideration for the services to be rendered to the Owners by the Manager under this Agreement, Owners agrees to pay Manager an annual incentive bonus based on meeting certain operational performance goals. The performance bonus shall be based on operating profits for each year, the first year running from the Commencement Date through and including December will be pro-rate based on the number of months open. Thereafter the annual Incentive Bonus will be based on a full twelve (12) months starting with January and including December and will continue for each twelve (12) month period thereafter during the term of this Agreement. The performance bonus for 2015 will be based upon a budget attached hereto as Schedule 3.1.1.2.

Operating Profit* GOAL	% OF Operating Goal Met	Percentage of Bonus Paid on Operating Profit
TBD	110%+	10%
	105.1% - 109.9%	7.5%
	100.1% - 105%	5%

For example, in year 2, if operating profit goal is $1,000,000.00 and actual operating profit is $ 1,050,000.00 the operating profit would fall between the 100% and 105% scale and Manager would be entitled to a performance bonus of .5% in addition to the standard management fee paid to Manager under Schedule 6.1. In this example, Manager would be entitled to a performance bonus of $50,000.00 x 5% or $2,500.00. If, for example, in year 2, the operating profit $970,000.00, because operating profits are below 99.99% of budget, Manager would not be entitled to any performance bonus. Any performance bonus due and payable to Manager must be paid by Owners to Manager within sixty (60) days of the completion of the year for which the performance bonus is calculated.

*Operating Profit is calculated on Gross Revenues less operating expenses and management fees and before the following Fixed Costs: depreciation and other budgeted reserves.

Schedule 8.2

Insurance to be Placed by Manager

1.1 **Liability Insurance** – Operational Liability Insurance will be placed by the Manager with the minimum policy limits shown on the attached Schedule 8.2 Exhibit 1. The Liability Insurance shall provide contractual coverage of Manager's indemnity obligation. Such Liability Insurance will remain in effect at all times, and both Sebastian County Government and the City of Fort Smith shall be named as additional insured.

1.2 **Property and Casualty Insurance** Property and Casualty Insurance for the facility will be provided each year by the City of Fort Smith.

Exhibit 1

General Liability

General Liability:		
General Aggregate	$	2,000,000
Products / Completed Operations	$	2,000,000
Each Occurrence	$	1,000,000
Personal & Advertising Injury	$	1,000,000
Fire Damage	$	100,000
Medical Expense		Excluded
Deductible - Per Occurrence	$	5,000

Excess Liability

Coverage:		
General Aggregate	$	5,000,000
Each Occurrence	$	5,000,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Allison Menden
Christensen Group Insurance 9855 West 78th Street, Ste 100 Eden Prairie MN 55344	PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: amenden@christensengroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ARM PIWP, LLC, 2950 West 12th Street Suite 50 Erie PA 16505	INSURER A : Scottsdale Insurance Company	41297
	INSURER B : Axis Surplus Lines	26620
	INSURER C : Technology Insurance Company	42376
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18-19 LIAB MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BCS0037079	5/15/2018	5/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			IXG424800	5/15/2018	5/15/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE ONLY
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Blee/AMM

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Additional Named Insureds

Other Named Insureds	
American Resort Management, LLC	Limited Liability Company, Additional Named Insured
Parrott Island Water Park and Aquatics Facility	Doing Business As

COPYRIGHT 2007, AMS SERVICES INC

THE HARTFORD CRIMESHIELD[SM] ADVANCED DECLARATIONS



Hartford Fire Insurance Company,
A stock insurance company, herein call the Insurer

Policy Number: 41BDDHD1537

ITEM 1. Named Insured:	**Producer:** Code, Name and Address 41-714969
ARM PIWP, LLC Dba Parrot Island Water Park	CHRISTENSEN GROUP INC 11100 BREN ROAD WEST MINNETONKA, MN 55343
ITEM 2. Mailing Address:	Physical Address:
7300 Zero Street Fort Smith, AR 72903	7300 Zero Street Fort Smith, AR 72903

ITEM 3. Policy Period: From 12:01 a.m. on February 20, 2015 (Inception Date) until cancelled.
(Standard Time at your mailing address)

ITEM 4. Coverages, **Limits of Insurance** and **Deductibles**:
Only Those **Insuring Agreements** That Are Designated With An "X" Are Included Under This **Policy**

		Limit of Insurance	Deductible Amount
☐	**Insuring Agreement 1 – Employee Theft**	$0	$0
☒	**Insuring Agreement 2 – Employee Theft – Client Premises**	$250,000	$5,000
☐	**Insuring Agreement 3 – Computer And Funds Transfer Fraud**	$0	$0
☐	**Insuring Agreement 4 – Inside The Premises – *Money, Securities and Other Property***	$0	$0
☐	**Insuring Agreement 5 – Outside The Premises – *Money, Securities and Other Property***	$0	$0
☐	**Insuring Agreement 6 – Depositors Forgery or Alteration**	$0	$0
☐	**Insuring Agreement 7 – Credit, Debit Or Charge Card Forgery**	$0	$0
☐	**Insuring Agreement 8 – Money Orders And Counterfeit Currency**	$0	$0
☐	**Insuring Agreement 9 – Investigative Expenses**	$0	$0
☐	**Insuring Agreement 10 – Computer Systems Restoration Expenses**	$0	$0
☐	**Insuring Agreement 11 – Identity Recovery Expenses Reimbursement**	$0	$0

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ITEM 5. Form numbers of Endorsements Forming Part of this **Policy** When Issued:

CA 00 H002 00 0909, CA 00 H003 00 0909, CA 00 H010 00 0909, CA 00 H096 00 0909, CA 00 H148 00 0214, CA 00 H155 00 1014, CA 03 H004 00 1009, CA 03 H005 00 0909, HR 00 H093 00 0207, HR 03 H002 01 0705, RN 00 U001 00 0593

ITEM 6. Cancellation of Prior Insurance: By acceptance of this **Policy** the "Insured" gives the Insurer notice cancelling prior policies or bonds numbered:
The cancellations to be effective at the time this **Policy** becomes effective.

ITEM 7. ADDRESS FOR NOTICES TO THE INSURER

(A) For Claims:
via mail: Hartford Fire Insurance Company
BOND, T-4
One Hartford Plaza
Hartford, CT 06155

Phone: 888-266-3488
Fax: 860-757-5835 or 860-221-3965
Email: bond.claims@thehartford.com

(B) For other than Claims:
via mail: The Hartford Bond Center
P.O. Box 958461
Lake Mary, FL 32795

Phone: 888-656-0817
Fax: 877-257-2166
Email: BUCNorth@thehartford.com

Authorized Representative **Date**

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Endorsement No: 1
This endorsement, effective 12:01a.m., February 20, 2015 , forms part of policy number 41BDDHD1537
issued to ARM PIWP, LLC Dba Parrot Island Water Park
by The Hartford Fire Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF CLIENT FOR SPECIFIED CLIENTS

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIME*SHIELD*[SM] ADVANCED POLICY

Solely with respect to coverage provided under **INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES**, the following shall apply:

Section **V. DEFINITIONS, B.** "*Client*" is deleted and replaced by the following:

B. "*Client*" means any entity scheduled below for which the "Insured" provides goods or services as specified below and pursuant to a written agreement, but only while the written agreement is in effect.

SCHEDULE

CLIENT	Limit of Insurance	Deductible	Description of Work Being Performed
The City of Fort Smith	$250,000	$5,000	Managing Water Park
	$	$	

The most the Insurer will pay for loss sustained by any "client" is the **Limit of Insurance** shown in the **SCHEDULE** above. The most the Insurer will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations, regardless of the number of "clients" set forth in the **SCHEDULE** above.

All other terms and conditions remain unchanged.

André A. Napoli, President

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MUNICIPAL PROPERTY PROGRAM

Certificate of Coverage

07/12/2018

City of Fort Smith
PO Box 1908, Fort Smith, AR 72902-1908

RE: 7213 Fort Smith

Unit: 0471
Des: Pool house/Entrance building
Loc: 7300 Zero Street

Reported Value: $1100000.00
Anniversary Date: 2018-03-01
Termination Date: 2019-02-28
Deductible: Based on ISO Rating **Flood or Earthquake** $100,000.00

City of Fort Smith and/or Assigns, is the loss payee and additional insured. Please be advised this is a self-funded risk management trust designed to benefit its local governmental members.

The city has Tort Immunity against General Liability Claims.

Dale Carter, E.G.A, Director MPP
Arkansas Municipal League
Phone: 501-978-6123
Email: dcarter@arml.org

MUNICIPAL PROPERTY PROGRAM

Certificate of Coverage

07/12/2018

City of Fort Smith
PO Box 1908, Fort Smith, AR 72902-1908

RE: 7213 Fort Smith

Unit: 0468
Des: Wave Pool & Pump Building
Loc: 7300 Zero Street

Reported Value: $1812000.00
Anniversary Date: 2018-03-01
Termination Date: 2019-02-28
Deductible: Based on ISO Rating **Flood or Earthquake** $100,000.00

City of Fort Smith and/or Assigns, is the loss payee and additional insured. Please be advised this is a self-funded risk management trust designed to benefit its local governmental members.

The city has Tort Immunity against General Liability Claims.

Dale Carter, E.G.A, Director MPP
Arkansas Municipal League
Phone: 501-978-6123
Email: dcarter@arml.org

MUNICIPAL PROPERTY PROGRAM

Certificate of Coverage

07/12/2018

City of Fort Smith
PO Box 1908, Fort Smith, AR 72902-1908

RE: 7213 Fort Smith

Unit: 0467
Des: Filter Pump & Tank Building
Loc: 7300 Zero Street

Reported Value: $1493000.00
Anniversary Date: 2018-03-01
Termination Date: 2019-02-28
Deductible: Based on ISO Rating **Flood or Earthquake** $100,000.00

City of Fort Smith and/or Assigns, is the loss payee and additional insured. Please be advised this is a self-funded risk management trust designed to benefit its local governmental members.

The city has Tort Immunity against General Liability Claims.

Dale Carter, E.G.A, Director MPP
Arkansas Municipal League
Phone: 501-978-6123
Email: dcarter@arml.org

MUNICIPAL PROPERTY PROGRAM

Certificate of Coverage

07/12/2018

City of Fort Smith
PO Box 1908, Fort Smith, AR 72902-1908

RE: 7213 Fort Smith

Unit: 0284
Des: Aquatics Water Park
Loc: 7300 Zero Street

Reported Value: $6595000.00
Anniversary Date: 2018-03-01
Termination Date: 2019-02-28
Deductible: Based on ISO Rating **Flood or Earthquake** $100,000.00

City of Fort Smith and/or Assigns, is the loss payee and additional insured. Please be advised this is a self-funded risk management trust designed to benefit its local governmental members.

The city has Tort Immunity against General Liability Claims.

Dale Carter, E.G.A, Director MPP
Arkansas Municipal League
Phone: 501-978-6123
Email: dcarter@arml.org

CERTIFICATE OF COMPLIANCE WITH ALL LAWS AND REGULATIONS REGARDING WORKERS WHO ARE NON-CITIZENS OF THE UNITED STATES

The undersigned Contractor, as part of its contract with the City of Fort Smith, for the providing of services or construction of public works, certifies, under oath, that it will comply with all laws and regulations concerning work performed by persons who are not citizens of the United States as to any and all services and work performed for the City of Fort Smith under said contract. In executing this certification, the undersigned Contractor is fully cognizant that, pursuant to City of Fort Smith Resolution No. 121-08, the Contractor shall be subject to an administrative penalty of up to five hundred dollars ($500.00) for any violation related to this certification.

Signature or Contractor of Authorized Agent:

Jeffrey D Mona

Print Name of Contractor or Authorized Agent:

Jeffrey D Mona

Date: 6/21/2018

AMENDMENT TO THE MANAGEMENT AGREEMENT

An Amendment to the Management Agreement ("Agreement") entered into by and between the City of Fort Smith, Arkansas and Sebastian County, Arkansas, hereinafter jointly referred to as the "Owners," and American Resort Management, LLC, a Pennsylvania Limited Liability Company ("Manager") as approved by Resolution R-159-17 on October 17, 2017 for the management and operation of the aquatics facility at Ben Geren Regional Park, known as Parrot Island Waterpark.

WHEREAS, Section 7.1 of the Management Agreement identifies in Section 7.1.1. an initial three-year term of the agreement, and then in Section 7.1.2 a total of three successive one-year renewal terms for the management of the property, the last of which expires as of December 31, 2025; and

WHEREAS, the parties wish to amend the Management Agreement by adding section 7.1.3. to include an additional one-year term to expire December 31, 2026.

Now therefore, be it agreed by the parties that the Management Agreement be amended to include the following provision:

7.1.3. Additional Renewal Term. An additional one-year renewal term is incorporated into this agreement, said renewal term expiring December 31, 2026.

Except as amended by this Agreement, all the terms and conditions of the Management Agreement shall remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the duly authorized representatives of the Owners and manager have executed this Agreement effective as of January 1, 2026.

AMERICAN RESORT MANAGEMENT, LLC

Date: _____ By: _____

CITY OF FORT SMITH, ARKANSAS

By: _____
Mayor Date

Attest: _____
City Clerk

SEBASTIAN COUNTY, ARKANSAS

By: _____
County Judge Date

Attest: _____
County Clerk

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities

DATE: December 5, 2025

SUBJECT: 2016 SSA Remedial Measures, Sub-Basin P005, Project No. 17-09-C1

SUMMARY

The contract with InLiner Solutions, LLC was originally approved by the Board of Directors at the November 04, 2025 Board Meeting (R-179-25). However, the quantity of pipe and manholes to be replaced or rehabilitated, and the contract period presented in the Board Packet materials were incorrect.

The attached Resolution authorizes the Mayor to execute the contract with Inliner Solutions, LLC, in the amount of $5,316,733.00 and amends the contract period to 305 days instead of the 270 days referenced in Resolution R-179-25. Except as amended, Resolution R-179-25 remains in full force.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

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

ATTACHMENTS

1. 12-16-25_Item_ID_2403_Resolution_Engineering-Utilities.pdf
2. 12-16-25 Item ID 2403 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *days only*

RESOLUTION NO._____

A RESOLUTION AMENDING RESOLUTION R-179-25 ACCEPTING THE BID OF INLINER SOLUTIONS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH INLINER SOLUTIONS, LLC FOR THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P005, PROJECT NO. 17-09-C1

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

SECTION 1: The contract period approved by Resolution R-179-25 is hereby amended to be 305 days.

SECTION 2: The Mayor, his signature being attested by the City Clerk is hereby authorized to execute a contract with InLiner Solutions, LLC in the amount of $5,316,733.00 and for a contract period of 305 days for performing the construction set forth therein, and such contract is incorporated herein by reference.

SECTION 3: Except as amended herein, Resolution No. R-179-25 remains in full force and effect and is hereby ratified and affirmed.

This Resolution adopted this _____ day of _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr

RESOLUTION NO. **R-179-25**

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH INLINER SOLUTIONS, LLC FOR THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P005, PROJECT NO. 17-09-C1

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

SECTION 1: The bid of InLiner Solutions, LLC for the 2016 SSA Remedial Measures, Sub-Basin P005 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with InLiner Solutions, LLC in the amount of $5,316,733.00 and for a contract period of 270 days for performing the construction set forth therein, and such contract is incorporated herein by reference.

THIS RESOLUTION ADOPTED THIS 4th DAY OF Nov., 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:

npr

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities

DATE: December 9, 2025

SUBJECT: 2017 SSA Remedial Measures-Sub-Basin P009

SUMMARY

The contract with Forsgren, Inc. was originally approved by the Board of Directors at the November 04, 2025 Board Meeting (R-183-25). However, the contract period, presented in the Board Packet materials was incorrect. A Resolution to amend the contract term to 330 days is submitted for review and approval.

The attached Resolution authorizes the Mayor to execute a contract with Forsgren, Inc. in the amount of $4,896,390.00 and for a contract period of 330 days instead of the 360 days referenced in Resolution R-183-25. Except as amended, Resolution R-183-25 remains in full force.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

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

ATTACHMENTS

1. 12-16-25_Item_ID_2404_Resolution_Engineering-Utilities.pdf
2. 12-18-25 Item ID 2404 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *days only*

RESOLUTION NO._____

A RESOLUTION AMENDING RESOLUTION R-183-25 ACCEPTING THE BID OF FORSGREN, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FORSGREN, INC. FOR THE 2017 REMEDIAL MEASURES, SUB-BASIN P009, PROJECT NO. 19-18-C1

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

SECTION 1: The contract period approved by Resolution R-183-25 is hereby amended to be 330 days.

SECTION 2: The Mayor, his signature being attested by the City Clerk is hereby authorized to execute a contract with Forsgren, Inc. in the amount of $4,896,390.00 and for a contract period of 330 days for performing the construction set forth therein, and such contract is incorporated herein by reference.

SECTION 3: Except as amended herein, Resolution No. R-183-25 remains in full force and effect and is hereby ratified and affirmed.

This Resolution adopted this _____ day of _____, 2025.

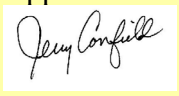
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

RESOLUTION NO. **R-183-25**

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FORSGREN, INC., FOR THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN P009, PROJECT NO. 19-18-C1

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

SECTION 1: The bid of Forsgren, Inc., for the 2017 SSA Remedial Measures, Sub-Basin P009, Project No. 19-18-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Forsgren Inc. in the amount of $4,896,390.00 and for a contract period of 360 days for performing the construction set forth therein, and such contract is incorporated herein by reference.

THIS RESOLUTION ADOPTED THIS 4th DAY OF Nov., 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:

npr

City of Fort Smith Human Resources

MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors

CC: Jeff Dingman, Acting City Administrator

FROM: Eric Garvin, Director, Human Resources

DATE: December 10, 2025

SUBJECT: Specific Excess Insurance for City's Workers' Compensation Coverage

SUMMARY

Arch Insurance Company, our provider of workers' compensation specific excess insurance coverage (stop-loss) since January 1, 2023, has offered to continue our coverage for 2026. Arch's underwriting department provided the City the same premium rate for 2026 as we had in 2025 (0.3072 per $100 of payroll). The renewal will be at the current self-insured retention level (similar to deductible) of $750,000 for Police & Fire and $500,000 for all other class codes. The agreement will be for one (1) year.

I recommend the City renew specific excess insurance for our self-funded workers' compensation program with Arch Insurance Company for the period January 1, 2026 through December 31, 2026.

ATTACHMENTS

1. WC_Stop_Loss_Resolution_12162025.pdf
2. 2026 City of Fort Smith Renewal.pdf

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIFIC EXCESS INSURANCE FOR THE CITY OF FORT SMITH'S WORKERS' COMPENSATION COVERAGE

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

SECTION 1: The agreement with Arch Insurance Group to provide specific excess insurance for the period commencing on January 1, 2026 through December 31, 2026 for the Self-Insured Workers' Compensation program for the employees of the City of Fort Smith is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute all documents necessary to contract the specific excess insurance services as set forth in Section 1 above.

This Resolution adopted this _____ day of _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
No Publication Required

615 E Britton Rd |
Oklahoma City, OK 73114
USA

(405) 235-6633
www.ajg.com

Gallagher

Insurance | Risk Management | Consulting

October 5, 2025

First Western / Phillip H Merry
8399 Rogers Avenue
Ft. Smith, AR 72903

RE:
Excess Workers Comp
Policy Term: 1/1/2026 - 1/1/2027

Enclosed you will find the attached quote for your client and files. The coverage outlined below may not conform to the terms and conditions requested. You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described, and no assumption should be made as to the adequacy of coverage of the risk to the client.

You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the Insurer or their Agent. At binding, you commit to any provisions contained herein such as Minimum Earned Premiums. There are no flat cancellations allowed.

Note: This proposal abides by wholesale mandatory requirements, not those required in a retail proposal. It is the retail agent's responsibility to deliver the retail (Gallagher Standards of Excellence) compliant proposal to the client.

Excess Workers Comp Summary The coverage outlined above may not conform to the terms and conditions requested on the application.	
Quote Expiration Date:	**October 24, 2025**
Carrier Name:	**Arch Insurance Company**
Carrier Rating:	**A+ XV**
Carrier Admitted Status:	**Admitted**
Outline of Coverage:	**See attached quote**
Coverage Type:	**Per Occurrence**
Quoted Renewal Premium:	**$208,885**
AJG Commission	**Our commission is included in the annual Risk Management Fee to be billed 12/21/2025**
Premium Payment Terms:	**Annual Agency Bill - $208,885 is minimum and deposit**
Policy Premium Subject to Audit:	**The premium is auditable at expiration based on payroll**
Significant Renewal Restrictions:	**Not Applicable**
Defense Costs:	**Within the policy limits**
Binding Requirements:	**Written request to bind including any changes from the proposal required prior to the effective date.**

Evidence of authorization to bind coverage is required to bind order. Please send all confirmations via email. We appreciate your business and look forward to working with you again in the near future. Contact us if you have any additional questions.

Sincerely,

Denise Engle, MBA, CPCU, AIC
Insurance Broker

Arch Insurance Group Inc.
Harborside 3
210 Hudson Street
Suite 600
Jersey City NJ 07311-1107

T: 201 743 4000
F: 201 743 4005

archinsurance.com

Arthur J. Gallagher
615 East Britton Road
Oklahoma City, Oklahoma 73114
Attention: Lisa Davis

October 9, 2025

RE: CITY OF FORT SMITH

We would like to confirm our renewal quotation for the above account as follows:

TYPE OF INSURANCE:	Excess Workers Compensation and Employers Liability
STATE(S) OF COVERAGE:	Arkansas
EFFECTIVE DATE:	January 1, 2026
INSURANCE CARRIER:	Arch Insurance Company
POLICY PERIOD:	January 1, 2026 to January 1, 2027
YOUR RETAINED LIMIT:	Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:
	Your Retained Limit - Each Accident: $750,000 – Police & Fire $500,000 – All Other Class Codes
	Your Retained Limit – Disease, Each Employee: $750,000 – Police & Fire $500,000 – All Other Class Codes
OUR LIMIT OF LIABILITY:	A. Part One - Excess Workers Compensation Insurance
	Our Limit of Liability - Each Accident: Statutory
	Our Limit of Liability - Disease, Each Employee: Statutory
	B. Part Two – Excess Employers Liability Insurance
	Our Limit of Liability - Each Accident: $1,000,000
	Our Limit of Liability - Disease, Each Employee: $1,000,000
	Our Limit of Liability – Aggregate: $1,000,000
POLICY PREMIUM:	$208,885 – Minimum and Deposit
TERRORISM PREMIUM:	$6,267*
BASIS OF PREMIUM:	.3072 per $100 of Payroll based on $67,996,348
COMMISSION:	Nil
REMARKS:	Our quote is valid for a period of 30 days from today or until the Effective Date shown above, whichever is earlier. Please advise promptly should you wish us to bind coverage.
	*** This premium is included in, not in addition to, the POLICY PREMIUM.**

Very truly yours,
Karen Casserly
Karen Casserly

CITY OF FORT SMITH

Endorsement Exhibit for January 1, 2026 to January 1, 2027 Quotation

Endorsements included on Quotation:

Split Retained Limit Endorsement

Losses Redefined To Include Allocated Loss Adjustment Expenses Endorsement

Notice and Knowledge of Occurrence Endorsement

Claims Reporting Duties and Amendment of Conditions and Definitions

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

Arkansas Amendatory Endorsement

Client Authorization to Bind Coverage

After careful consideration of the Arch quote dated 11/5/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐ Accept ☐ Reject	**Excess Workers Compensation/Arch Insurance Company**
TRIA Cannot Be Rejected	

Additional Recommended Coverages

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the

Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

City of Fort Smith

Mayor: _____ (Signature)

Date: _____

Attested By: _____ (City Clerk)

Adopted on: _____ (Date)

City of Fort Smith Finance

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Financial Officer

DATE: December 10, 2026

SUBJECT: 2026 Bid for Aggregates, Sand, Concrete & Asphalt Concrete Products (Bid 5501-1205-BA)

SUMMARY

Attached you will find the bid tabulation for the 2026 purchase of Aggregates, Sand, Concrete & Asphalt Concrete products. These items will be used by various City departments, including Public Works. The bid will remain in effect for 2026.

This bid was procured according to the City of Fort Smith Purchasing Procedure. According to this procedure, known vendors & the incumbents were emailed the Invitation to Bid directly. The bid was also posted on the City website from November 14, 2025, until bid opening. It was also advertised in two newspapers, the NW Arkansas Gazette and the River Valley Democrat Gazette. It appeared in the November 16th and November 23rd editions of the newspapers. The public bid opening was held at 1:30 pm on Friday, December 5, 2025, at the Blue Lion. Six vendors submitted bids.

After tabulation it was discovered that several tie-bids had occurred on individual line items. A process of tiebreaking is outlined in the City of Fort Smith Purchasing Manual in Section 8.1.24 (copy attached). This process is in accordance with the State of AR Procurement Rules regarding tiebreaking (Rule 8:19-11-22). According to the procured, a tie-breaker coin toss was held at 2:00 pm on December 9, 2025, at the City's Municipal Office at 623 Garrison Ave. All relevant bidders were notified of the process and the date, time and location of the tiebreaker. However, all advised they could not attend in-person but agreed to be bound by the process. The tied bids are highlighted in yellow on the attached bid tab.

Item No. 10 - Asphalt Concrete High Performance Cold Mix - was awarded to Emery Sapp and not to Hoffman Construction, despite Hoffman Construction having the lowest bid due to local vendor preference as outlined in Ordinance 50-15. Hoffman Construction is located in Poteau, OK and Emery Sapp is located in Fort Smith.

Purchases for these materials have been budgeted accordingly in the 2026 budget. For comparison purposes, the 2025 pricing is also noted on the bid tabulation.

I recommend that the bid noted on the attached tabulation be accepted. Please let me know if you have any questions.

ATTACHMENTS

1. 12-16-25_Item_2281_Finance_Resolution_-2026_Concrete_Bid.pdf
2. 12-16-25_Item 2881_Finance_Concrete & Asphalt Bid Tab Final.pdf
3. 12-16-15_Item 2881_Finance_Manual Page.pdf

FISCAL IMPACT: *Annual Bid*
BUDGET INFORMATION: *Budgeted / Various Departments*

RESOLUTION NO._____

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF AGGREGATES, SAND, CONCRETE, AND ASPHALT CONCRETE PRODUCTS FOR 2026

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

The Bids, as indicated by enclosure on the attached Bid Tabulation **5101-1205-BA** for the purchase of concrete, asphalt, and other materials for 2026, are accepted.

This Resolution adopted this _____ day of December, 2025.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
No Publication Required

Tabulation of Bids for Concrete and Sand for **2026**

Bid Tab: 5101-1205-BA

Description	APAC-Arkhola, Inc. Ft. Smith, AR				Mid-Continent Concrete (CRH) Ft. Smith, AR				Eagle Ready Mix Van Buren, AR				River Valley Quarries/RVM Fort Smith					2025 Awarded Bid Prices	
	At Plant		Delivered		At Plant		Delivered		At Plant		Delivered		At Plant		Delivered		Bid Item #	At Plant	Delivered
1 - Crushed Stone (Aggregate Base)	$19.25		Haul Rate		No Bid		No Bid		No Bid		No Bid		$14.70	✓	$22.58	✓	1	$17.50	Haul Rate
2 - 3/4" to 1 1/2" Concrete Rock	$23.50		Haul Rate		No Bid		No Bid		No Bid		No Bid		$16.65	✓	$24.53	✓	2	$20.90	Haul Rate
3 - Rip Rap	$28.45		Haul Rate		No Bid		No Bid		No Bid		No Bid		$22.70	✓	$32.08	✓	3	$27.85	Haul Rate
4 - Gabion Stone	$28.45		Haul Rate		No Bid		No Bid		No Bid		No Bid		$18.95	✓	$26.83	✓	4	$27.85	Haul Rate
5a - Concrete Class AAA/4000 PSI	$167.00		$197.00		$160.00	✓	$196.00	✓	No Bid		No Bid		No Bid		No Bid		5a	$142.00	$178.00
5b - Concrete Class AAA (AE)/4000 PSI	$167.00		$197.00		$160.00	✓	$196.00	✓	No Bid		No Bid		No Bid		No Bid		5b	$142.00	$178.00
5c - Concrete Class AAA (AE)(HES)/4000 PSI	$187.00		$217.00	✓	$185.00	✓	$220.00		No Bid		No Bid		No Bid		No Bid		5c	$165.00	$194.00
5d - Concrete Class AA/3500 PSI	$162.00		$192.00		$157.00	✓	$192.00	✓	No Bid		No Bid		No Bid		No Bid		5d	$140.00	$174.00
5e - Concrete Class AA AE/3500 PSI	$162.00		$192.00		$157.00	✓	$192.00	✓	No Bid		No Bid		No Bid		No Bid		5e	$140.00	$174.00
5f - Concrete Class AA AE HES/3500 PSI	$182.00		$212.00	✓	$181.00	✓	$216.00		No Bid		No Bid		No Bid		No Bid		5f	$161.00	$190.00
5g - Concrete Class A/3000 PSI	$157.00		$187.00	✓	$154.00	✓	$190.00		No Bid		No Bid		No Bid		No Bid		5g	$137.00	$171.00
5h - Concrete Class A (AE)/3000 PSI	$157.00		$187.00	✓	$154.00	✓	$190.00		No Bid		No Bid		No Bid		No Bid		5h	$137.00	$171.00
5i - Concrete Class A (AE)(HES)/3000 PSI	$177.00		$207.00	✓	$177.00	✓	$211.00		No Bid		No Bid		No Bid		No Bid		5i	$158.00	$186.00
5j - Concrete Class B/2500 PSI	$152.00	✓	$182.00	✓	$153.00		$190.00		No Bid		No Bid		No Bid		No Bid		5j	$136.00	$167.00
5k - Concrete Class B (HES)/2500 PSI	$172.00	✓	$202.00	✓	$179.00		$208.00		No Bid		No Bid		No Bid		No Bid		5k	$157.00	$182.00
6 - Utility Backfill (Slurry)	$134.00	✓	$158.00		$140.00		$158.00	✓	No Bid		No Bid		No Bid		No Bid		6	$123.00	$143.00
7 - Sand	$16.70		Haul Rate		No Bid		No Bid		No Bid		No Bid		$10.75	✓	$18.63	✓	7	$15.00	Haul Rate
Optional Items																			
Calcium Chloride – 1% (Per Cubic Yard)	N/A		$6.00		N/A		$5.00		N/A		N/A		N/A		No Bid		N/A	$0.00	$4.50
Calcium Chloride – 2% (Per Cubic Yard)	N/A		$11.00		N/A		$10.00		N/A		N/A		N/A		No Bid		N/A	$0.00	$9.00
Fiber (Per Bag)	N/A		$7.50		N/A		$7.00		N/A		N/A		N/A		No Bid		N/A	$0.00	$8.00
Hot Water	N/A		N/A		N/A		$7.00		N/A		N/A		N/A		No Bid		N/A	$0.00	$7.00

All Prices Firm for 2026

✓ Bid Award

Advertised: Nov 16 and Nov 23, 2025 in River Valley and NWA Democrat Gazette
Bid document available on COFS Website from Nov 14 to Dec 5, 2025
Bid emailed to 6 known vendors on Nov 14, 2025
(Bill Hoffman Const, 2DEC)
Yelllow = tied bid awarded via tie-breaker

Approved by: _____
Andrew Richards, Chief Financial Officer

Tabulation of Bids for Concrete and Sand for **2026**
Bid Tab: 5101-1205-BA

Description	APAC Arkhola Ft. Smith, AR		Emery Sapp Ft. Smith, AR		Hoffman Const Poteau		Bid Item #	2025 Bid Prices
	At Plant		At Plant		At Plant			
8 - Asphalt Concrete Hot Mix Surface Course (II)	$75.00		$73.25	✓	No Bid		8	$79.00
9 - Asphalt Concrete Cold Plant Mix	No Bid		No Bid		No Bid		9	No Bid
10 - Asphalt Concrete High Performance Cold Mix	$139.00		$125.00	✓	$120.00		10	$130.00
11 - Asphaltic Concrete Hot Mix Binder Course	$72.00	✓	$75.25		No Bid		11	$76.25
12 - Asphaltic Concrete Hot Mix Surface Course	$77.00		$73.25	✓	No Bid		12	$79.00
13 - Asphaltic Concrete Hot Mix Surface Course-AHTD 12.5 mm								
PG 64-22	$82.00		$79.00	✓	$79.00		13	$81.00
PG 70-22	$87.00		$85.00	✓	No Bid		13	$87.00
PG 76-22	$89.00	✓	$91.00		No Bid		13	$92.00
14 - Asphaltic Concrete Hot Mix Surface Course-AHTD 9.5 mm								
PG 64-22	$87.00		$84.75	✓	$81.00		14	$85.00
PG 70-22	$93.00		$90.00	✓	No Bid		14	$92.00
PG 76-22	$95.00	✓	$95.00		No Bid		14	$98.00

All Prices Firm for 2026
✓ Bid Award

If the lowest responsive bid is considered to be too high, the Purchasing Manager and/or City Administrator shall have the authority to negotiate a lower price.

8.1.24 Tie Bids: In the event two or more bids are received which are equal with respect to price with no evidence of collusive bidding, preference shall be given in the award in the following order:

8.1.24.1 The local bidder's business office is located within the incorporated limits of the City of Fort Smith.

8.1.24.2 Bidder's business office is located within Sebastian County.

8.1.24.3 The Purchasing Manager will draw lots or flip a coin in public.

8.1.25 General Criteria for Award: Recommendations for award of bids are made and/or approved by the requesting Department Director to the lowest, responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following, in addition to price, shall be considered as a basis for award:

8.1.25.1 The ability, capacity, and skill of the bidder to perform under the terms of the bid documents.

8.1.25.2 Whether the bidder can fulfil the contract or provide the materials or service promptly, or within the time specified, without delay or interference.

8.1.25.3 The character, integrity, reputation, judgment, experience, and efficiency of the bidder

8.1.25.4 The quality of performance of previous contracts and the providing of materials and/or services

8.1.25.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services.

8.1.25.6 The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services.

8.1.25.7 The quality, availability, and adaptability of the supplies, equipment, or contractual services to the particular use required.

8.1.25.8 The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

8.1.25.9 The number and scope of conditions attached to the bid.

Should there be reason not to recommend an award to the lowest bidder, the decision must be fully explained in a memo from the requesting department for formal evaluation.

8.1.26 Responsiveness vs. Responsibility

8.1.26.1 Responsiveness:

8.1.26.1.1 A responsive bid conforms substantially to all *material* elements of a Bid Solicitation.

8.1.26.1.2 A nonresponsive bid is not valid and must be rejected – it cannot be cured after bids are opened.

8.1.26.1.3 The determination of responsiveness is not discretionary (although it does require interpretation of the standard).

8.1.26.1.4 A contract awarded to a nonresponsive bidder is void.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Ben Marts, Interim Director of Engineering

DATE: December 11, 2025

SUBJECT: 2023 Traffic Signal Improvements, Phase B, Project No. 23-09-B

SUMMARY

The above subject project includes the complete replacement of all outdated traffic signal equipment and poles/masts at two intersections. These intersections include Rogers Avenue/10th Street and Massard Road/Dallas Street. The project also includes the removal and replacement of two damaged traffic signal poles at the intersection of Kelley Highway and I-540. A location map is attached.

The project was substantially complete on October 30, 2025, 235 days beyond the original contract completion date of March 9, 2025. A time extension for the 235 days is warranted as there were 19 days adverse weather and 216 days of stopped work due to material supply issues, traffic signal mast rework, traffic signal control box, anchor bolts, and delays from OG&E in providing electrical power. The contract balance remaining is a result of the actual quantity of items installed being more than the original estimated plan quantities. Additional money is due to additional boring work being required for street crossings to avoid unmarked utilities and due to changes required on a signal mast that was incorrectly specified by staff.

This project aligned with the comprehensive plan policies FLU-1.4 (Ensure adequate, well maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attached is a Resolution for Change Order No. 1 to increase the contract time. Also attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board at the next regular meeting.

ATTACHMENTS

1. 23-09-B_Change_Order_1_and_Time_Resolution.pdf
2. 23-09-B Final Attachment and Change Order 1.pdf

FISCAL IMPACT: *$17,728.10*
BUDGET INFORMATION: *Budgeted / Engineering - 5/8% Sales Tax Fund*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 1 FOR THE 2023 TRAFFIC SIGNAL IMPROVEMENTS, PHASE B
PROJECT NO. 23-09-B

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

SECTION 1: Change Order No. 1 with All Service Electric, Inc. for the 2023 Traffic Signal Improvements, Phase B, Project No. 23-09-B, which increases the contract amount by $17,728.10 to an adjusted amount of $891,539.60, and which increases the contract time by 235 calendar days, is hereby approved.

This resolution adopted this _____ day of December, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
No Publication Required

SUMMARY SHEET AND CHANGE ORDER #1

City of Fort Smith

Project Status: Complete
Today's Date: 12/11/2025
Staff contact name: Ben Marts
Staff contact phone: 784-2225
Contract time (no of days): 443
Notice to proceed issued: 8/12/2024

Project name: 2023 Traffic Signal Improvements, Ph. B
Project number: 23-09-B
Consultant Engineer: Traffic Engineering Consultants
Project contractor: All Service Electric

	Dollar Amount
Original bid award	$873,811.50
Contract Revisions: Change Order #1 (Time extension of 235 days)	$17,728.10
Adjusted contract amount	$891,539.60
Work Completed to Date	$891,539.60
Payments to date (as negative)	$737,842.77
Amount of this payment	$153,696.83
Contract balance remaining	$0.00
Retainage held	0%
Final payment	$153,696.83
Amount under original contract as a percentage	0.0%

Contract Dates

Notice to Proceed	8/12/2024
Days (Original Contract)	210
Original Contract Completion	3/9/2025
Weather	19
Stopped Time	216
Change Order #1 Completion	10/30/2025

Final Comments:
The project was substantially complete on 10/30/2025, 235 days beyond the original contract completion date of March 9th, 2025. A time extension for the 235 days is warranted as there were 19 days of adverse weather and 216 days of stopped work due to material supply issues and delay in other entities completing their work. The contract balance remaining is a result of the actual quantity of items installed being more than the original estimated plan quantities. Additional money is due to additional boring work being required for street crossings to avoid unmarked utilities and due to changes required on a signal mast that was incorrectly specified by staff.

Change Order No. 1 Approved:

Mayor

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE 2023 TRAFFIC SIGNAL IMPROVEMENTS, PHASE B PROJECT NO. 23-09-B

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

SECTION 1: The City of Fort Smith hereby accepts the 2023 Traffic Signal Improvements, Phase B Project No. 23-09-B, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $153,696.83 to the contractor, All Service Electric, Inc. for the 2023 Traffic Signal Improvements, Phase B Project No. 23-09-B.

This Resolution adopted this _____ day of December, 2025.

APPROVED:

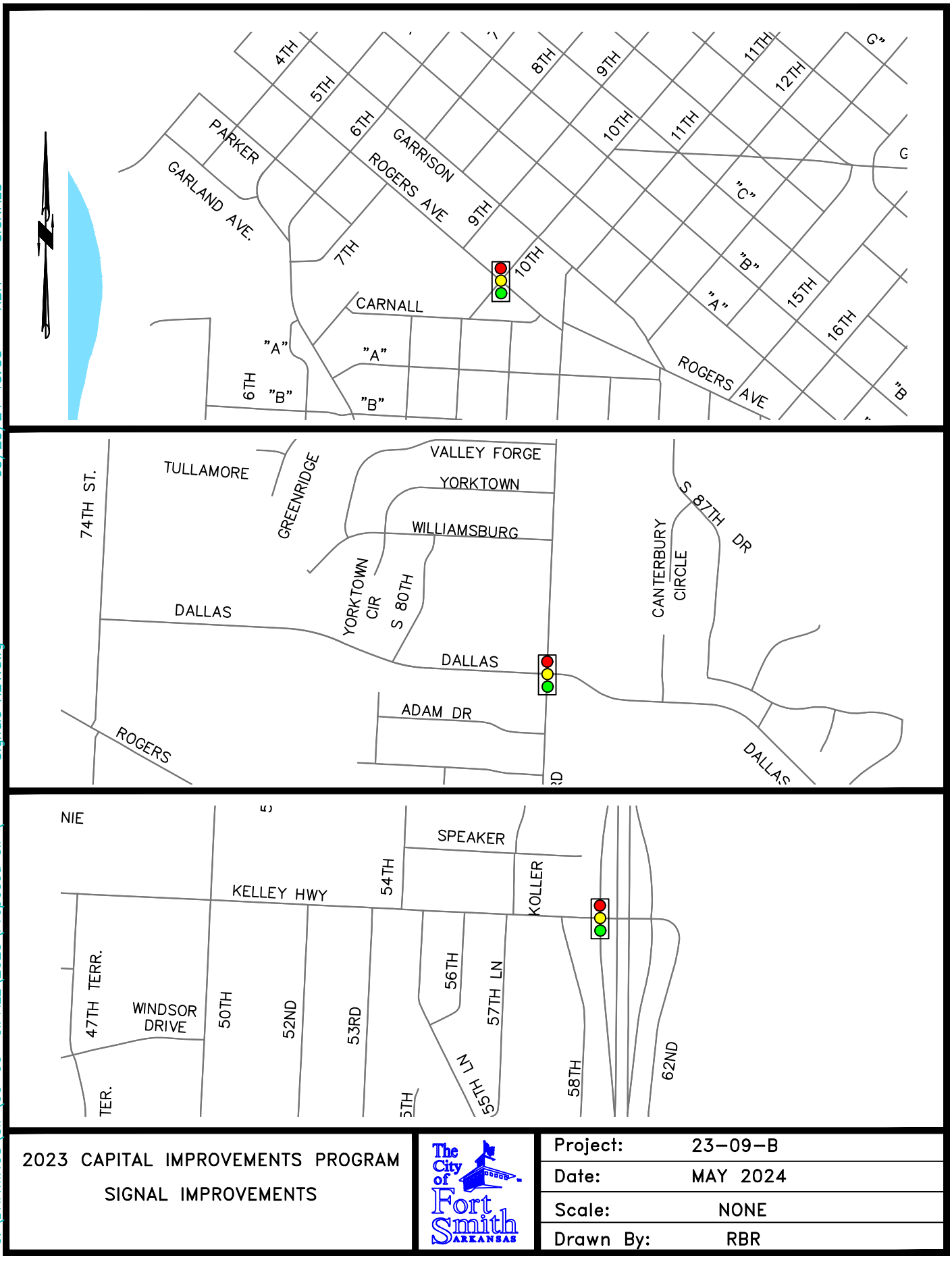
_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
No Publication Required



2023 CAPITAL IMPROVEMENTS PROGRAM

SIGNAL IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	23-09-B
Date:	MAY 2024
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2023\Proposed CIP\ Signals REV.dwg 05/23/24-15:33 RBR SIGNALS

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Ben Marts, Interim Director Engineering Department

DATE: December 11, 2025

SUBJECT: 2024 Traffic Signal Detection Improvements, Project No. 24-09-B

SUMMARY

The above subject project included providing detectors for signalized installations. Contractor provided radar stop bar detection for all approaches at the twenty-five intersections. A location map is attached along with a summary sheet which provides project cost and contract time information.

The project was substantially complete on November 14, 2025.

This project aligned with the comprehensive plan policies FLU-1.4 (Ensure adequate, well, maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision) and TI-4.2 (Ensure the utility and infrastructure systems can meet the city's long-term needs).

Attached is a Resolution to accept the project as complete and authorize final payment to the contract. I recommend that this Resolution be accepted by the Board at the next regular meeting.

ATTACHMENTS

1. 24-09-B_Final_Payment_Resolution.pdf
2. 24-09-B Final Attachment.pdf
3. 24-09-B Signal Detection Location Map.pdf

FISCAL IMPACT: *$197,284.81*
BUDGET INFORMATION: *Budgeted / Engineering - 5/8% Sales Tax Fund*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE 2024 TRAFFIC SIGNAL DETECTION IMPROVEMENTS PROJECT NO. 24-09-B

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

SECTION 1: The City of Fort Smith hereby accepts the 2024 Traffic Signal Detection Improvements Project No. 24-09-B, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $197,284.81 to the contractor, TLS Group Inc. for the 2024 Traffic Signal Detection Improvements, Project No. 24-09-B.

This Resolution adopted this _____ day of December,2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
No Publication Required

SUMMARY SHEET

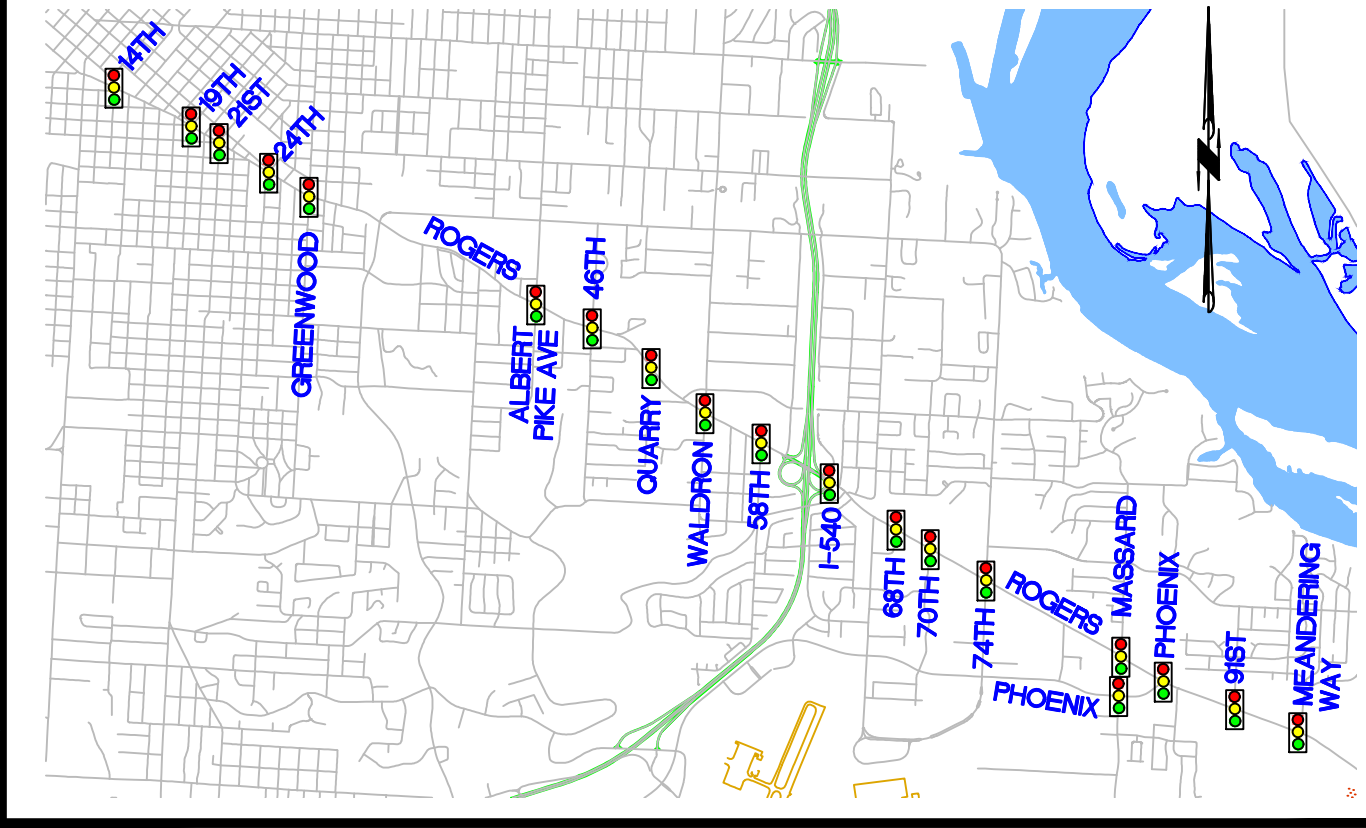
City of Fort Smith

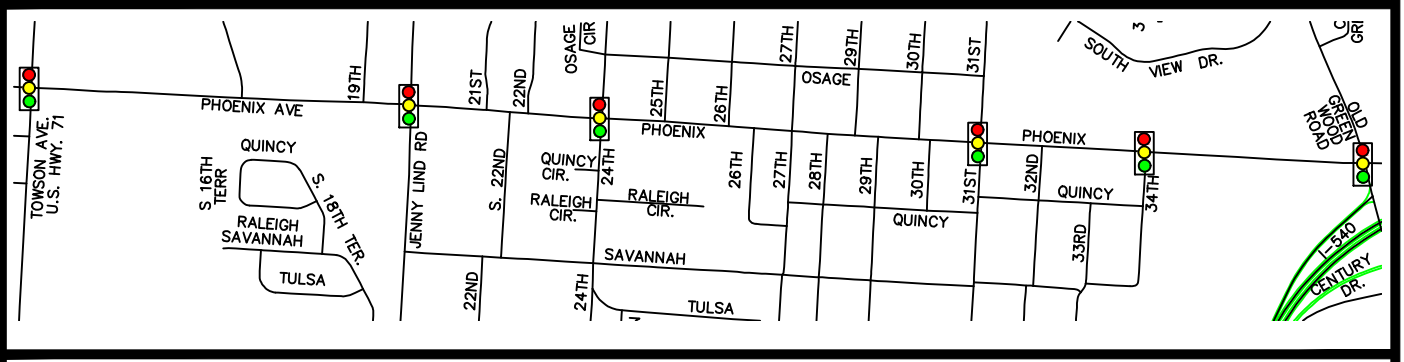
Project Status	Complete	Project name:	2024 Traffic Signal Detection Improvements
Today's Date:	12/16/2025		
Staff contact name:	Ben Marts	Project number:	24-09-B
Staff contact phone:	784-2225	Consultant Engineer:	Traffic Engineering Consultants
Contract time (no of days):	180	Project contractor:	TLS Group, Inc.
Notice to proceed issued:	5/19/2025		

	Dollar Amount	Contract Completion Date
Original bid award	$1,812,317.00	11/14/2025
Contract Revisions:	$0.00	
Adjusted contract amount	$1,812,317.00	
Work Completed to Date	$1,810,096.11	
Payments to date (as negative)	$1,612,811.30	
Amount of this payment	$197,284.81	
Contract balance remaining	$2,220.89	
Retainage held	0%	
Final payment	$197,284.81	
Amount under original contract as a percentage	0.1%	

Final Comments:

The project was substantially complete on November 14, 2025. The contract balance remaining is a result of the actual quantity of items installed being less than the estimated plan quantities.





2024 CAPITAL IMPROVEMENTS PROGRAM
TRAFFIC SIGNAL DETECTION IMPROVEMENTS

City of Fort Smith ARKANSAS

Project:	24-09-B
Date:	JAN 2025
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2024\ 2024 STREET PROJECTS.dwg RBR SIGNAL DETECT 1/13/25

City of Fort Smith Engineering

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities

DATE: December 3, 2025

SUBJECT: Highway 45 Utility Relocation, Project No. 19-12-C1-Change Order No. 2

SUMMARY

On April 2, 2024 the Board of Directors approved the bid of Forsgren Inc. in the amount of $15,783,939.50. The scope of this project consists of the relocation of water and sewer utilities along the entire length of the ARDOT Highway 45 Widening Project.

Change Order One, approved October 8, 2024, was required to comply with a Fort Smith/Patriot Railroad requirement that two encasements be lengthened. Change Order 2 is required to comply with Fort Smith/Patriot Railroad construction permitting requirements, utility realignments to avoid buried and overhead electric improvements by OG&E, and utility realignment requirements caused by revisions to the ARDOT road widening plans on Highway 45. Scope of work changes include the following:

- Lower and extend 24-inch and 36-inch steel pipe casings and realign 15-inch sewer and 24-inch water lines at the south railroad crossing on Highway 45 to obtain a construction permit from Fort Smith/Patriot Railroad,
- Relocate a 12-inch water line and electric service lines to accommodate installation of an 8-inch sanitary sewer at Planters Road and Highway 45,
- Modify water and sewer alignments to accommodate changes in ARDOT's roadway alignment north of Ayers Road on Highway 45 and lower a 36-inch steel pipe casing to obtain a construction permit from Fort Smith/Patriot Railroad at the north railroad crossing on Highway 45,
- Realign and extend 30-inch and 36-inch steel pipe casings and realign 15-inch sewer and 24-inch water lines at Burrough Road and Highway 45.

A Resolution authorizing the Mayor to execute Change Order No. 2 increasing the contract amount by $5,551.80 for a total adjusted contract amount of $15,955,620.90 and adding 161 days to the contract time for a total of 1,027 days is attached. The reimbursement percentage by ARDOT for non-betterment construction is 94.80%.

ATTACHMENTS

1. 12-16-25_Item_ID_2400_Resolution_Engineering-Utilities.pdf
2. 12-16-25 Item ID 2400 Attachmemt Engineering-Utilities.pdf

FISCAL IMPACT: *$5,551.80 and add 161 days*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 WITH FORSGREN INC., FOR THE HIGHWAY 45 UTILITY RELOCATION, PROJECT NO. 19-12-C1

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

SECTION 1: Change Order Number Two with Forsgren, Inc. for the construction of Highway 45 Utility Relocation, Project No. 19-12-C1, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order Number Two with Forsgren, Inc. increasing the contract amount by $5,551.80 and adding 161 days, adjusting the total contract amount to $15,955,620.90 and 1,027 days for final completion.

This Resolution adopted this _____day of December 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

Project Summary

Project Name:
Highway 45Utility Relocation

Project Status:
In Progress

Project Number:
19-12-C1

Today's Date:
December 2, 2025

Project Engineer:
Hawkins-Weir Engineers, Inc.

Staff Contact Name:
Clinton Allison

Project Contractor:
Forsgren, Inc.

Staff Contact Phone:
479-4943-900

Notice to Proceed Issued:
6/17/2024

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$15,783,939.50	840
Change Order(s) To Date:	$0.00	0
Change Order: 1	$166,129.60	26
Change Order 2	$5,551.80	161
Adjusted Contract:	$15,955,620.90	1027
Payments to date (as negative):	-$8,334,307.92	
Retainage Held	$278,938.32	
Contract Balance Remaining	$7,621,312.98	

Final Comments:
Per Arkansas State Highway Commission Utility Change Order No. 2, the ARDOT reimbursement percentage on non-betterment construction items is 94.80%..

Highway 45 Utility Relocation
Project No. 19-12-C1

CHANGE ORDER

Project:	**Highway 45 Utility Relocation**	Change Order No.:	**2 Revised**
Project No.:	**19-12-C1**	Date:	**9/26/2025**
Owner:	**City of Fort Smith, Arkansas**	Contract Date:	**4/15/2024**
Contractor:	**Forsgren, Inc.**		

The following changes are hereby made to the Contract Documents:

Item	Description (see Itemized List of Change Order Items on page 2)	Total Cost
1.	RFP No. 1: Piping and Casing Revisions for South Railroad Track Crossing (see Items 1 - 8 below)	$ (121,790.00)
2.	RFP No. 2: Water, Sewer and Electrical Service Rerouting Revisions (see Items 9 - 16 below)	$ 28,056.80
3.	RFP No. 3: Piping and Casing Revisions for North Railroad Track Crossing (see Items 17 - 23 below)	$ 61,961.25
4.	RFP No. 3: Piping and Casing Revisions at Burrough Road (see Items 24 - 31)	$ 37,323.75
	Total Change Order (ADD)(~~DELETE~~)	**$ 5,551.80**
	Total Additional Contract Time Associated with Requests For Proposals No. 1 - 3 (calendar days)	**161**

Justification: See Justification information as described in the itemized lists of changes for RFP No. 1, RFP No. 2, RFP No. 3, and RFP No. 4 on pages 2 and 3 below.

Change to Contract Price:

Original Contract Price	$	15,783,939.50
Current Contract Price Adjusted by Previous Change Orders	$	15,950,069.10
The Contract Price Due to this Change Order will be (Increased)(~~Decreased~~) by	$	5,551.80
The New Contract Price Including this Change Order will be	$	15,955,620.90

Change to Contract Time:

Original Contract Time to Substantial Completion	810 calendar days
Current Contract Time Adjusted by Previous Change Orders	836 calendar days
The Contract Time Due to this Change Order will be (Increased)(~~Decreased~~) by	161 calendar days
The New Contract Time to Substantial Completion Including this Change Order will be	997 calendar days

Recommendations and Approvals:

Recommended:

Engineer: Hawkins-Weir Engineers, Inc.

9/26/2025
Date

Approved:

Contractor: Forsgren, Inc.

09/29/2025
Date

Approved:

Owner: City of Fort Smith, Arkansas

Date

Attest:

Fort Smith City Clerk

Date

City of Fort Smith Engineering

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities

DATE: December 4, 2025

SUBJECT: Basin 10 & 14 Capacity Improvements, Phase 3-Recon Change Order 1

SUMMARY

On March 26, 2024, the Board of Directors approved the bid of Crawford Construction Company in the amount of $5,083,072.50, with a contract time of 270 days (R-49-24). The scope of this Consent Decree project included the realignment of approximately 1,300 linear feet of sanitary sewer main, and increasing the pipe size from 12-inches in diameter to 24-inches in diameter, and the installation of seven manholes. An exhibit showing the location of the project and a project summary sheet are attached for your review.

The project was completed below the original contract amount but took longer to complete than allowed for the original contract time. As such, a change order is required to reconcile the cost and time for this project. This change order will decrease the contract amount by $174,571.00, and increase the contract time by 179 days, for a new total contract amount of $4,908,501.50, and an adjusted contract time of 449 days. The change order is attached for your review.

The attached Resolution authorizes the Mayor to execute a Change Order with Crawford Construction Company, reducing the amount of the contract $174,571.00 and adding 179 additional days to the contract time, resulting in an adjusted contract amount of $4,908,501.50 and a contract time of 449 days. This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

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

ATTACHMENTS

1. 12-16-25_Item_ID_2401_Resolution_Engineering-Utilities.pdf
2. 12-16-25 Item ID 2401 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *-$174,571.00 and add 179 days*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH CRAWFORD CONSTRUCTION COMPANY FOR THE BASIN 10 AND 14 CAPACITY IMPROVEMENTS, PHASE 3, PROJECT NO. 23-07-C1

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

SECTION 1: Change Order No. 1 with Crawford Construction Company for the construction of the Basin 10 and 14 Capacity Improvements, Phase 3, Project No. 23-07-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order No. 1 with Crawford Construction Company, reducing the contract amount by $174,571.00 and increasing the number of days by 179, reducing the total contract amount to $4,908,501.50 for a period of 449 days for final completion.

This Resolution adopted this _____ day of _____, 2025.

APPROVED:

_____
Mayor

ATTEST:

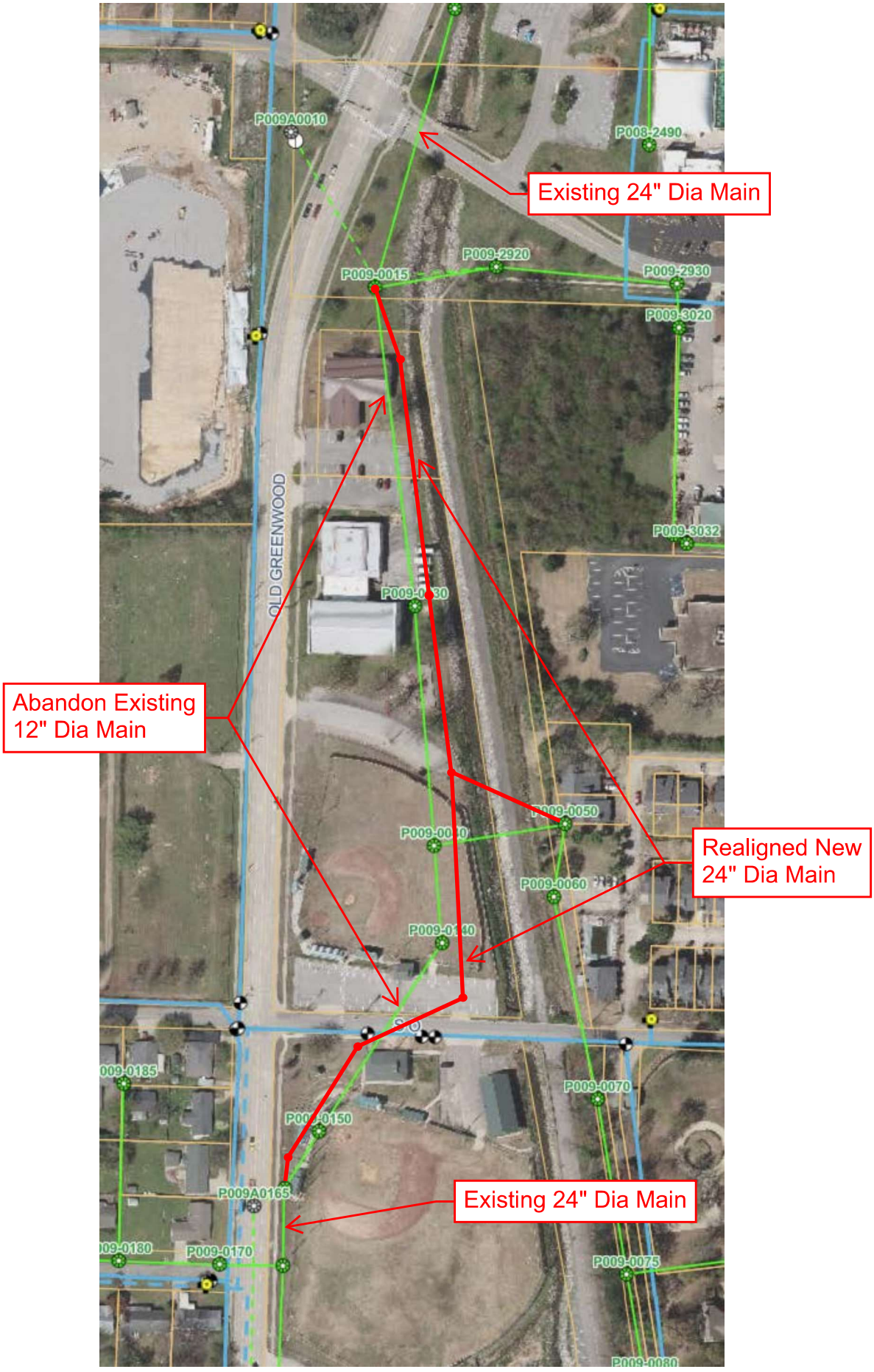
_____
City Clerk

Approved as to form:



_____npr

Project Location Map



Project Summary

Project Name:	Basin 10 & 14 Capacity Improvement, Phase 3	Project Status:	Complete
Project Number:	23-07-C1	Today's Date:	12/10/2025
Project Engineer:	Richard Hamrick	Staff Contact Name:	Jimmie Johnson
Project Contractor:	Crawford Construction Company	Staff Contact Phone:	479-984-2274

Notice to Proceed Issued: 04/23/2024

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$5,083,072.50	270
Change Order(s) To Date:	$0.00	0
This Change Order:	-$174,571.00	179
Adjusted Contract:	$4,908,501.50	449
Payments to date (as negative):	-$4,635,052.37	
Retainage Held	$0.00	
Contract Balance Remaining	$273,449.13	

Final Comments:
Adjusting Contract Time and Contract Amount to reflect time actually used to complete the work and to adjust the cost for the work actually completed.

CHANGE ORDER

Project: Basin 10 & 14 Capacity Improvement, Phase 3 Change Order No.: 01

Project No.: 23-07-C1

Contractor: Crawford Construction Company Contract Date: 04/09/2024

Description: This Change Order is a reconciliation Change Order to adjust the Contract Time and to adjust the Contract Amount for the value of work actually completed.

The time to be add for Substantial Completion is detailed on the attached Request For Information Numbers 01, 03, 08, 09, 11, and 13, a total of 93 days. An additional 26 days were needed to actually reach Substantial Completion due to a delay in the tunneling sub-contractor being able to schedule the tunneling work. Time to be added for Final Completion is detailed on the attached Request For Information Number 14, a total of 77 days. A total of 17 days are being deleted for Final Completion as the work was completed prior to the adjusted Final Completion date. Total time adjustment is 179 days.

The Contract Amount is being adjusted by reducing the original Contract Amount by $174,571.00 to reflect the amount of work actually completed.

Change To The Project Price:

Original Contract Price	$ 5,083,072.50
Change Orders To Date	$ -
This Change Order	$ (174,571.00)
The Contract Price Following This Change Order Will Be	$ 4,908,501.50
Cost of Work Completed to Date	$ 4,908,501.50
Contract Balance Remaining	$ -

Change To The Project Time:

Original Contract Time for Substantial Completion (Days)	240
Additional Contract Time for Substantial Completion Due to Change Orders To Date (Days)	-
Additional Contract Time for Substantial Completion Due to This Change Order (Days)	93
Additional Time Needed To Reach Substantial Completion (Days)	26
The Contract Time to Reach Substantial Completion Following This Change Order Will Be (Days)	359
Time Allowed for Final Completion (Days)	30
Additional Contract Time for Final Completion Due to This Change Order (Days)	77
Days Removed for Final Completion for Early Completion	(17)
Total Contract Time	449

Counterparts and Electronic Signatures: This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

Signatures:

Crawford Construction Company

Greg Crawford Date: 12-5-2025

Owner, City of Fort Smith, AR

George McGill, Mayor Date: _____

ATTEST:

City Clerk

REQUEST FOR EXTENSION BEYOND BALL SEASON

Basin 10 & 14 Capacity Improvements Phase 3

Project: Basin 10 & 14 Capacity Improvements Phase 3 Project No.: 23-07-C1
Contractor: Crawford Construction Company
Engineer: City of Fort Smith Engineering

RFI No.: 1 Date: 5/29/2024 Time: 2:49 PM

Reference Drawing No.: Specification No.:

We request 41 days be added to the contract time to move the Horizontal Drilling to end of Softball Spring season.

Requested By:

CONTRACTOR DO NOT WRITE BELOW THIS LINE

The NTP was issued on 04/23/2024. Work was done on the project through April 30, 2024 (see attached e-mail dated 05/02/2024). Work was stopped May 01, 2024 through June 02, 2024 to allow for completion of the softball season. Work is to resume on June 03, 2024. A total of 33 calendar days will be recommend to be added to the Contract Time for Substantial Completion to accommodate the softball season.

Response By: Richard Hamrick

Date: 06/03/2024 Time: 9:18:01 AM

Hamrick, Richard

From: greg crawford <gcraw7222@gmail.com>
Sent: Thursday, May 2, 2024 2:15 PM
To: Hamrick, Richard
Subject: [Warning: External Email] Re: [Warning: External Email] Fwd:

****CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. ****

April 26 is when i sent some guys out to start installing erosion control items, they spent 3 days.
I spray painted for one call and checked existing inverts on the sewer tie in areas on April 23 and 24th.

Thank you
Greg Crawford

On Thu, May 2, 2024 at 2:02 PM greg crawford <gcraw7222@gmail.com> wrote:

> I will have to ask, I know it rained and I was looking for something a few people could go do so I sent them out to install
> some erosion control items.
>
> Thank you
> Greg Crawford
>
> On Thu, May 2, 2024 at 1:50 PM Hamrick, Richard <RHamrick@fortsmithar.gov> wrote:
>
> > Greg,
> >
> > What date did you start work on-site?
> >
> > Thanks,
> >
> > Richard D. Hamrick, P.E.
> >
> > Project Engineer
> >
> > City of Fort Smith Water Utilities Department
> >
> > 801 Carnall Avenue, Suite 500
> >
> > Fort Smith, AR 72901
> >
> > Office: 479-494-3947

FAX: 479-494-3909

e-mail: RHamrick@FortSmithAR.gov

www.FortSmithAR.gov

From: greg crawford <gcraw7222@gmail.com>
Sent: Thursday, April 25, 2024 1:02 PM
To: Hamrick, Richard <RHamrick@FortSmithAR.gov>
Subject: [Warning: External Email] Fwd:

****CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. ****

I believe that you were only the engineer getting the pay estimates.

Thank you

Greg Crawford

---------- Forwarded message ---------
From: <info@crawford-construction.com>
Date: Thu, Apr 25, 2024 at 12:58 PM
Subject:
To: <gcraw7222@gmail.com>

Scan from Crawford Construction

REQUEST FOR EXTENSION

Basin 10 & 14 Capacity Improvements Phase 3

Project: Basin 10 & 14 Capacity Improvements Phase 3 Project No.: 23-07-C1
Contractor: Crawford Construction Company
Engineer: City of Fort Smith Engineering

RFI No.: ~~2~~ 03 Date: 7/31/2024 Time: 3:49 PM

Reference Drawing No.: Specification No.:

We request 23 days be added to the contract time to shut down the job and go get Lake Fort Smith East Filter Building filter #3 rebuilt and up and operational.

Requested By:

CONTRACTOR DO NOT WRITE BELOW THIS LINE

The Contractor was requested by the City to stop work on Project 23-07-C1 to work on an emergency project at the Lake Fort Smith Water Treatment Plant to repair a failed filter. Daily Job Logs indicate that no work was preformed on Project 23-07-C1 from June 29, 2024 through July 15, 2024. See attached Daily Job Logs. A total of 17 calendar days will be recommend to be added to the Contract Time for Substantial Completion to accommodate work at the Lake Fort Smith Water Treatment Plant.

Response By: Richard Hamrick

Date: 08/07/2024 Time: 10:01:59 AM

Inspector's Log_In-House

Basin 10 & 14 Capacity Improvement, Phase 3 23-07

Inspector's Log_In-House:#175523

Fort Smith Inspector:	Dustin Starr		
Other Inspector:	Ken Eglinsdoerfer		
Location:	3100 S O St	**Log Type:**	Daily
Date of Inspection:	06.28.2024	**Inspector's time spent on Site:**	8.00
Weather Conditions:	Sunny		
Work affected by weather?:	No	**Time Lost (DAY):**	0.0
If yes, explain:			
Summary of Work:	Bore pipe pulled through		
Notes:			
On-Site Work Began: 06.28.2024		**On-Site Work Finished:** 06.28.2024	
Start Time: 7:00 am		**End Time Hour:** 5:00 pm	

Labor				
Type	Number	Hours	Contactor/Sub	Comments
Foreman	1	8.0		
Laborers	5	40.0		
Operator	2	16.0		
Truck Drivers	1	8.0		

Equipment				
Type	Number	Hours	Contactor/Sub	Comments
Trackhoe	2	16.0		
Backhoe	1	8.0		

Crane	1	8.0		

Photos			
Photo 1:	06.28.2024.1.jpg	**Photo 11:**	
Photo 2:	06.28.2024.2.jpg	**Photo 12:**	
Photo 3:		**Photo 13:**	
Photo 4:		**Photo 14:**	
Photo 5:		**Photo 15:**	
Photo 6:		**Photo 16:**	
Photo 7:		**Photo 17:**	
Photo 8:		**Photo 18:**	
Photo 9:		**Photo 19:**	
Photo 10:		**Photo 20:**	


CAT


CAT

Inspector's Log_In-House

Basin 10 & 14 Capacity Improvement, Phase 3 23-07

Inspector's Log_In-House:#185523

Fort Smith Inspector:	William Rodgers		
Other Inspector:			
Location:	3100 S O St	**Log Type:**	Daily
Date of Inspection:	07.01.2024	**Inspector's time spent on Site:**	8.00
Weather Conditions:	Sunny		
Work affected by weather?:	Yes	**Time Lost (DAY):**	0.0
If yes, explain:			
Summary of Work:	No work performed, crew working on another City project.		
Notes:			
On-Site Work Began: 07.01.2024		**On-Site Work Finished:** 07.05.2024	
Start Time:		**End Time Hour:**	

Labor				
Type	Number	Hours	Contactor/Sub	Comments

Equipment				
Type	Number	Hours	Contactor/Sub	Comments

Photos			
Photo 1:		Photo 11:	
Photo 2:		Photo 12:	
Photo 3:		Photo 13:	
Photo 4:		Photo 14:	
Photo 5:		Photo 15:	
Photo 6:		Photo 16:	
Photo 7:		Photo 17:	
Photo 8:		Photo 18:	
Photo 9:		Photo 19:	
Photo 10:		Photo 20:	

Inspector's Log_In-House

Basin 10 & 14 Capacity Improvement, Phase 3 23-07

Inspector's Log_In-House:#225523

Fort Smith Inspector:	Dustin Starr		
Other Inspector:			
Location:	3100 S O St	**Log Type:**	Daily
Date of Inspection:	07.16.2024	**Inspector's time spent on Site:**	8.00
Weather Conditions:	Sunny		
Work affected by weather?:	No	**Time Lost (DAY):**	0.0
If yes, explain:			
Summary of Work:	Crew started digging in parking lot for tail ditch, manhole.		
Notes:			
On-Site Work Began: 07.16.2024		**On-Site Work Finished:** 07.16.2024	
Start Time: 7:00 am		**End Time Hour:** 5:00 pm	

Labor				
Type	Number	Hours	Contactor/Sub	Comments
Foreman	1	8.0		
Laborers	1	8.0		
Truck Drivers	1	8.0		

Equipment				
Type	Number	Hours	Contactor/Sub	Comments
Trackhoe	1	8.0		
Dump Truck	1	8.0		
Crane	1	8.0		

Photos			
Photo 1:	07.15.2024.1.jpg	**Photo 11:**	
Photo 2:	07.15.2024.2.jpg	**Photo 12:**	
Photo 3:		**Photo 13:**	
Photo 4:		**Photo 14:**	
Photo 5:		**Photo 15:**	
Photo 6:		**Photo 16:**	
Photo 7:		**Photo 17:**	
Photo 8:		**Photo 18:**	
Photo 9:		**Photo 19:**	
Photo 10:		**Photo 20:**	


CAT

REQUEST FOR EXTENSION BEYOND BALL SEASON

Basin 10 & 14 Capacity Improvements Phase 3

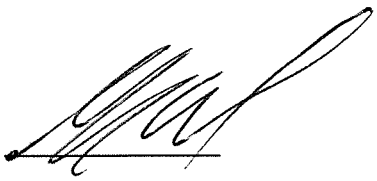
Project:	Basin 10 & 14 Capacity Improvements Phase 3	Project No.: 23-07-C1
Contractor:	Crawford Construction Company	
Engineer:	City of Fort Smith Engineering	

RFI No.: 8 Date: 2/12/2025 Time: 10:59 AM

Reference Drawing No.: Specification No.:

We request 51 days be added to the contract time due to Tunnelling operation delays beyond our control:
The tunneling contractor encountered on a job before our job extemely hard rock and were getting 1 foot per day production. That pushed our job back by 51 days, because we could not install any more 24" pvc until the tunnel was completed, and the carrier pipe thru the encasement was placed.

We request 5 days be added to the contract time due to old Acme Brick Quarry drain down by street department.
The City of Fort Smith started draining old acme brick quarry in order to get a drone flight for engineering services this work occurred during the time period of January 23, 2025 to January 29, 2025.

Requested By: 

CONTRACTOR DO NOT WRITE BELOW THIS LINE

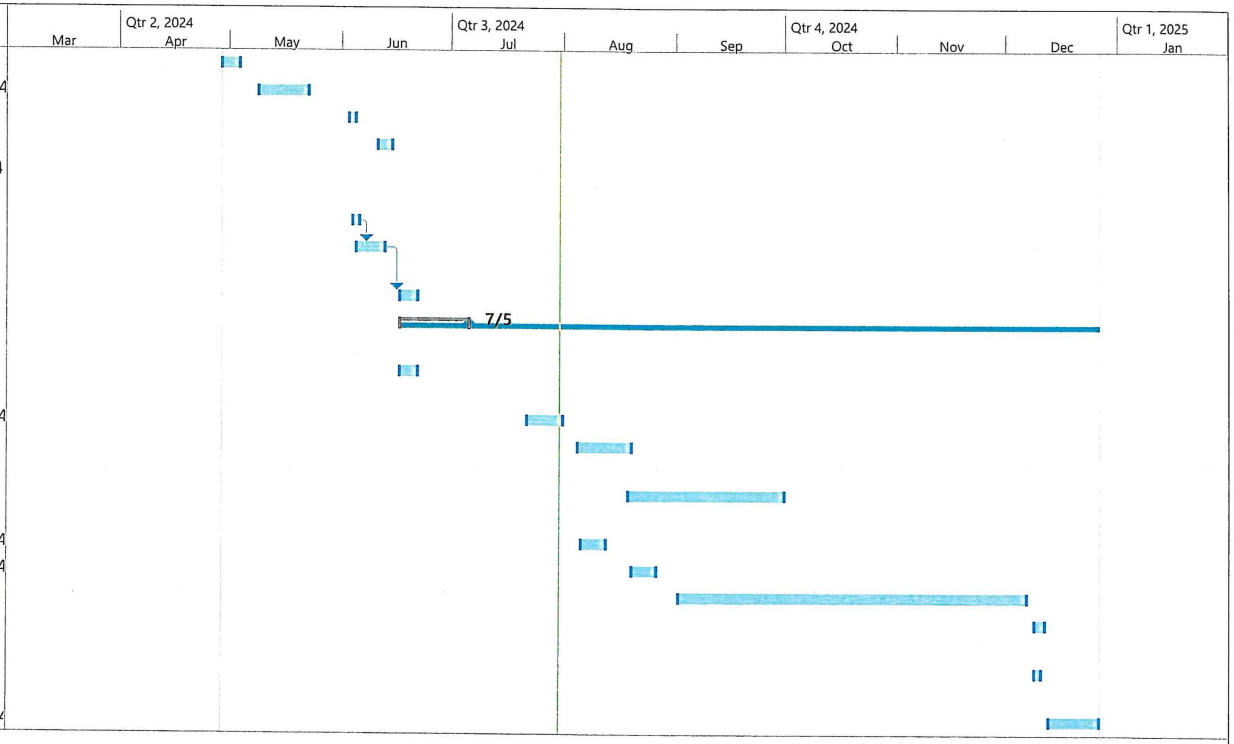
No additional days will be recommended to the Contract Time due to the tunneling sub-contractor not being available to preform the tunneling work.

An additional 5 days will be recommended to be added to the Contract Time for Substantial Completion related to the drain down of the Acme Brick quarry by the City of Fort Smith which resulted in delaying work in the area of the creek.

Response By: Richard Hamrick

Date: 02/18/2025 Time: 2:35 P.M.

ID	Task Mode	Task Name	Duration	Start	Finish
1		Erosion Control	5 days	Mon 4/29/24	Fri 5/3/24
2		Wait on Materials	10 days	Thu 5/9/24	Wed 5/22/24
3		Close South O Street	2 days	Mon 6/3/24	Tue 6/4/24
4		Welding Of 24" HDPE pipe	4 days	Tue 6/11/24	Fri 6/14/24
5		**24" HDD Bore and install Pipe Sta 12+46 - 14+11**	**7 days**	**Mon 6/17/24**	**Tue 6/25/24**
6		Locate Utilities	2 days	Tue 6/4/24	Wed 6/5/24
7		Excavate for Bore Start and end pits	6 days	Wed 6/5/24	Wed 6/12/24
8		Bore and Pull HDPE 24"	5 days	Mon 6/17/24	Fri 6/21/24
9		**24" HDD Bore and Install Pipe Sta 10+90 - 12+46**	**15 days**	**Mon 6/17/24**	**Fri 7/5/24**
10		Excavate for Bore Start and end pits	5 days	Mon 6/17/24	Fri 6/21/24
11		Bore and Pull HDPE 24"	8 days	Mon 7/22/24	Wed 7/31/24
12		Excavate for Tunneling Pit and install Shoring	11 days	Mon 8/5/24	Mon 8/19/24
13		Tunneling Sta 7+89 - 10+90	31 days	Mon 8/19/24	Mon 9/30/24
14		Manhole 5	5 days	Tue 8/6/24	Mon 8/12/24
15		Manhole 6	5 days	Tue 8/20/24	Mon 8/26/24
16		24" Pvc Open Cut Sewe	70 days	Mon 9/2/24	Fri 12/6/24
17		Sewer Main Tie in Sta 1+00	3 days	Mon 12/9/24	Wed 12/11/24
18		Sewer main tie in Sta 14+65	2 days	Mon 12/9/24	Tue 12/10/24
19		Clean up	10 days	Fri 12/13/24	Thu 12/26/24

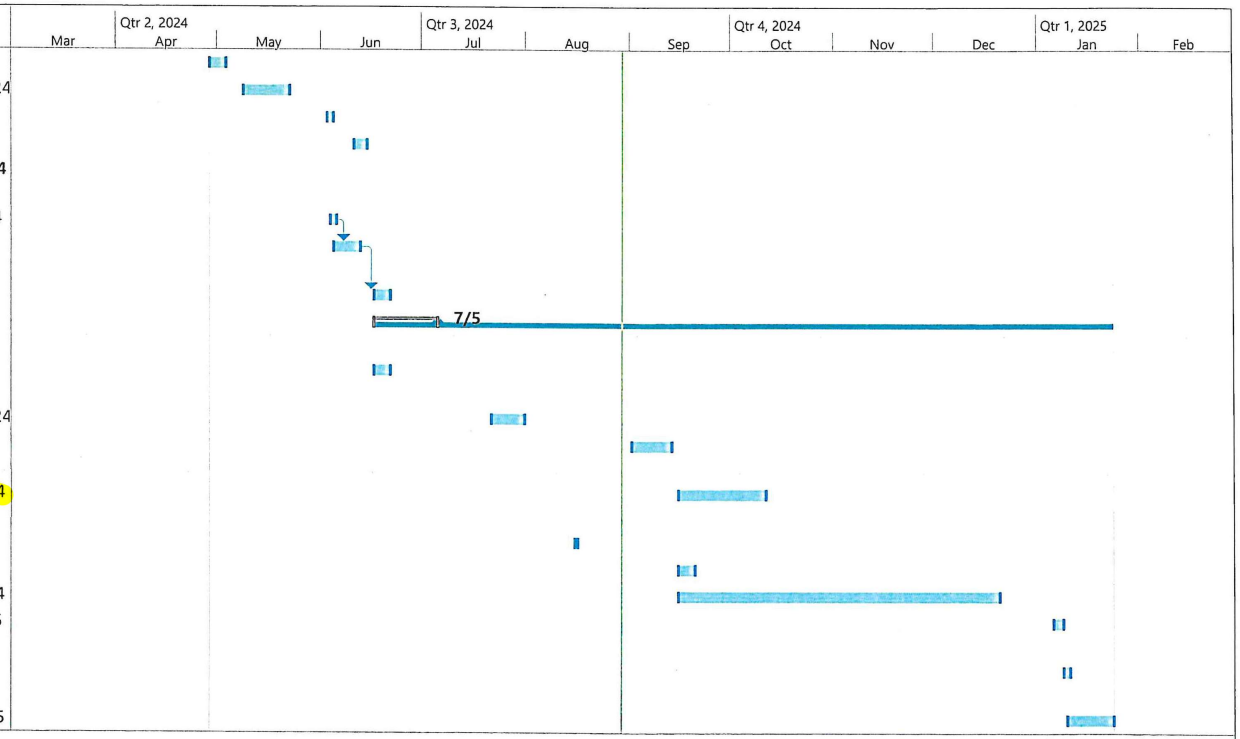


Sent this schedule July 31st 2024

Project: Simple Project Plan
Date: Wed 7/31/24

Task	Project Summary		Manual Task		Start-only		Deadline
Split	Inactive Task		Duration-only		Finish-only		Progress
Milestone	Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress
Summary	Inactive Summary		Manual Summary		External Milestone		

ID	Task Mode	Task Name	Duration	Start	Finish
1		Erosion Control	5 days	Mon 4/29/24	Fri 5/3/24
2		Wait on Materials	10 days	Thu 5/9/24	Wed 5/22/24
3		Close South O Street	2 days	Mon 6/3/24	Tue 6/4/24
4		Welding Of 24" HDPE pipe	4 days	Tue 6/11/24	Fri 6/14/24
5		**24" HDD Bore and install Pipe Sta 12+46 - 14+11**	**7 days**	**Mon 6/17/24**	**Tue 6/25/24**
6		Locate Utilities	2 days	Tue 6/4/24	Wed 6/5/24
7		Excavate for Bore Start and end pits	6 days	Wed 6/5/24	Wed 6/12/24
8		Bore and Pull HDPE 24"	5 days	Mon 6/17/24	Fri 6/21/24
9		**24" HDD Bore and Install Pipe Sta 10+90 - 12+46**	**15 days**	**Mon 6/17/24**	**Fri 7/5/24**
10		Excavate for Bore Start and end pits	5 days	Mon 6/17/24	Fri 6/21/24
11		Bore and Pull HDPE 24"	8 days	Mon 7/22/24	Wed 7/31/24
12		Excavate for Tunneling Pit and install Shoring	10 days	Mon 9/2/24	Fri 9/13/24
13		Tunneling Sta 7+89 - 10+90	20 days	Mon 9/16/24	Fri 10/11/24
14		Manhole 5	1 day	Fri 8/16/24	Fri 8/16/24
15		Manhole 6	5 days	Mon 9/16/24	Fri 9/20/24
16		24" Pvc Open Cut Sewe	70 days	Mon 9/16/24	Fri 12/20/24
17		Sewer Main Tie in Sta 1+00	3 days	Mon 1/6/25	Wed 1/8/25
18		Sewer main tie in Sta 14+65	2 days	Thu 1/9/25	Fri 1/10/25
19		Clean up	10 days	Fri 1/10/25	Thu 1/23/25



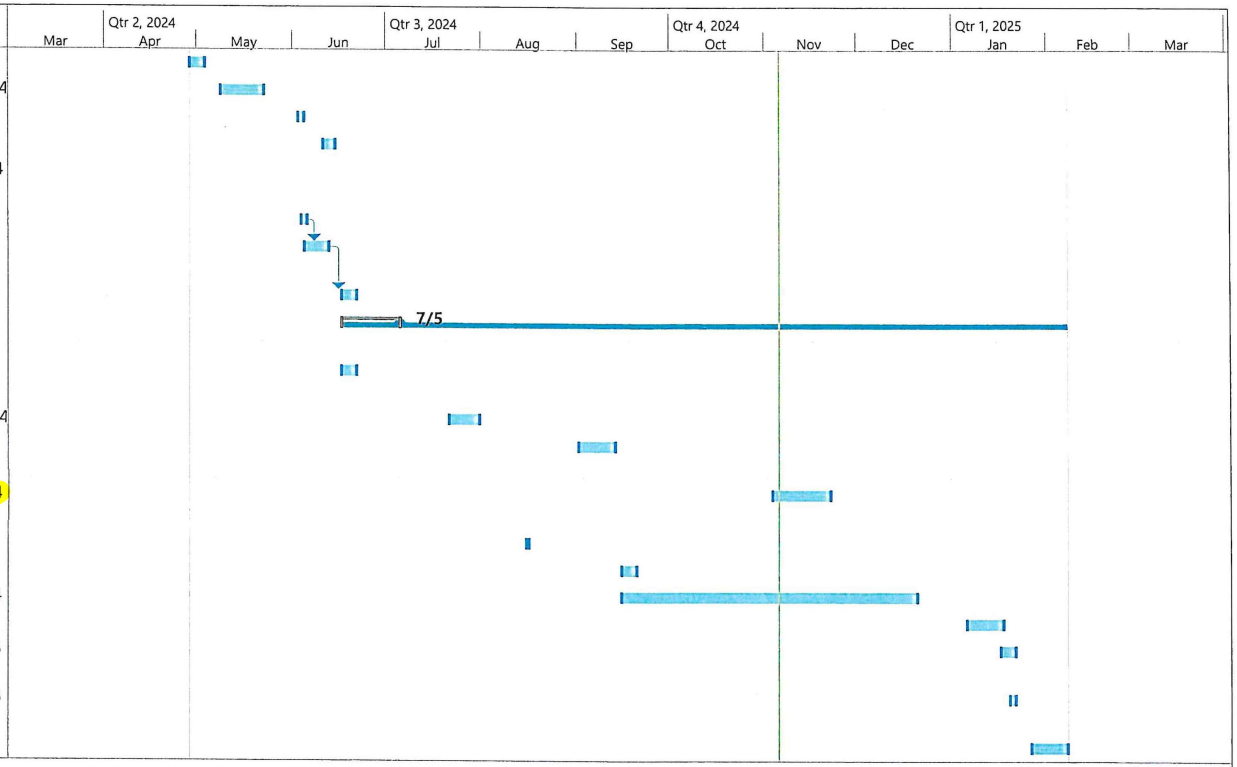
Sent this schedule Aug 30 2024

I had to start moving the tunnel back

Project: Simple Project Plan
Date: Fri 8/30/24

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

ID	Task Mode	Task Name	Duration	Start	Finish
1		Erosion Control	5 days	Mon 4/29/24	Fri 5/3/24
2		Wait on Materials	10 days	Thu 5/9/24	Wed 5/22/24
3		Close South O Street	2 days	Mon 6/3/24	Tue 6/4/24
4		Welding Of 24" HDPE pipe	4 days	Tue 6/11/24	Fri 6/14/24
5		**24" HDD Bore and install Pipe Sta 12+46 - 14+11**	**7 days**	**Mon 6/17/24**	**Tue 6/25/24**
6		Locate Utilities	2 days	Tue 6/4/24	Wed 6/5/24
7		Excavate for Bore Start and end pits	6 days	Wed 6/5/24	Wed 6/12/24
8		Bore and Pull HDPE 24"	5 days	Mon 6/17/24	Fri 6/21/24
9		**24" HDD Bore and Install Pipe Sta 10+90 - 12+46**	**15 days**	**Mon 6/17/24**	**Fri 7/5/24**
10		Excavate for Bore Start and end pits	5 days	Mon 6/17/24	Fri 6/21/24
11		Bore and Pull HDPE 24"	8 days	Mon 7/22/24	Wed 7/31/24
12		Excavate for Tunneling Pit and install Shoring	10 days	Mon 9/2/24	Fri 9/13/24
13		Tunneling Sta 7+89 - 10+90	15 days	Mon 11/4/24	Fri 11/22/24
14		Manhole 5	1 day	Fri 8/16/24	Fri 8/16/24
15		Manhole 6	5 days	Mon 9/16/24	Fri 9/20/24
16		24" Pvc Open Cut Sewe	70 days	Mon 9/16/24	Fri 12/20/24
17		12" Sewer Lateral 1	10 days	Mon 1/6/25	Fri 1/17/25
18		Sewer Main Tie in Sta 1+00	3 days	Fri 1/17/25	Tue 1/21/25
19		Sewer main tie in Sta 14+65	2 days	Mon 1/20/25	Tue 1/21/25
20		Clean up	10 days	Mon 1/27/25	Fri 2/7/25



Sent this on Nov 6, 2024

This shows actual tunneling

Project: Simple Project Plan
Date: Wed 11/6/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

From: greg crawford
To: Hamrick, Richard; Starr, Dustin
Subject: [Warning: External Email] Fwd:
Date: Monday, February 10, 2025 12:10:27 PM
Attachments: doc07016020250210115915.pdf

****CAUTION: EXTERNAL-EMAIL This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. ****

Here is an updated schedule, I had to postpone the 12" lateral creek crossing, to repair the parking in time for a tournament that just recently came up.
I put that into the schedule, i had originally planned on using another crew to do the parking lot repair work, but unfortunately that wasn't available.
I am trying to get the ballfields back into usage. The Tie in off Old Greenwood will be the last spot to tie in station 14+65.
I will still have fencing in that area only so the field will be available for use.
I am still working on the additional days' justification.

Thank you
Greg Crawford

---------- Forwarded message ---------
From: <info@crawford-construction.com>
Date: Mon, Feb 10, 2025 at 11:59 AM
Subject:
To: <gcraw7222@gmail.com>

Scan from Crawford Construction

ID	Task Mode	Task Name	Duration	Start	Finish
1		Erosion Control	5 days	Mon 4/29/24	Fri 5/3/24
2		Wait on Materials	10 days	Thu 5/9/24	Wed 5/22/24
3		Close South O Street	2 days	Mon 6/3/24	Tue 6/4/24
4		Welding Of 24" HDPE pipe	4 days	Tue 6/11/24	Fri 6/14/24
5		**24" HDD Bore and install Pipe Sta 12+46 - 14+11**	**7 days**	**Mon 6/17/24**	**Tue 6/25/24**
6		Locate Utilities	2 days	Tue 6/4/24	Wed 6/5/24
7		Excavate for Bore Start and end pits	6 days	Wed 6/5/24	Wed 6/12/24
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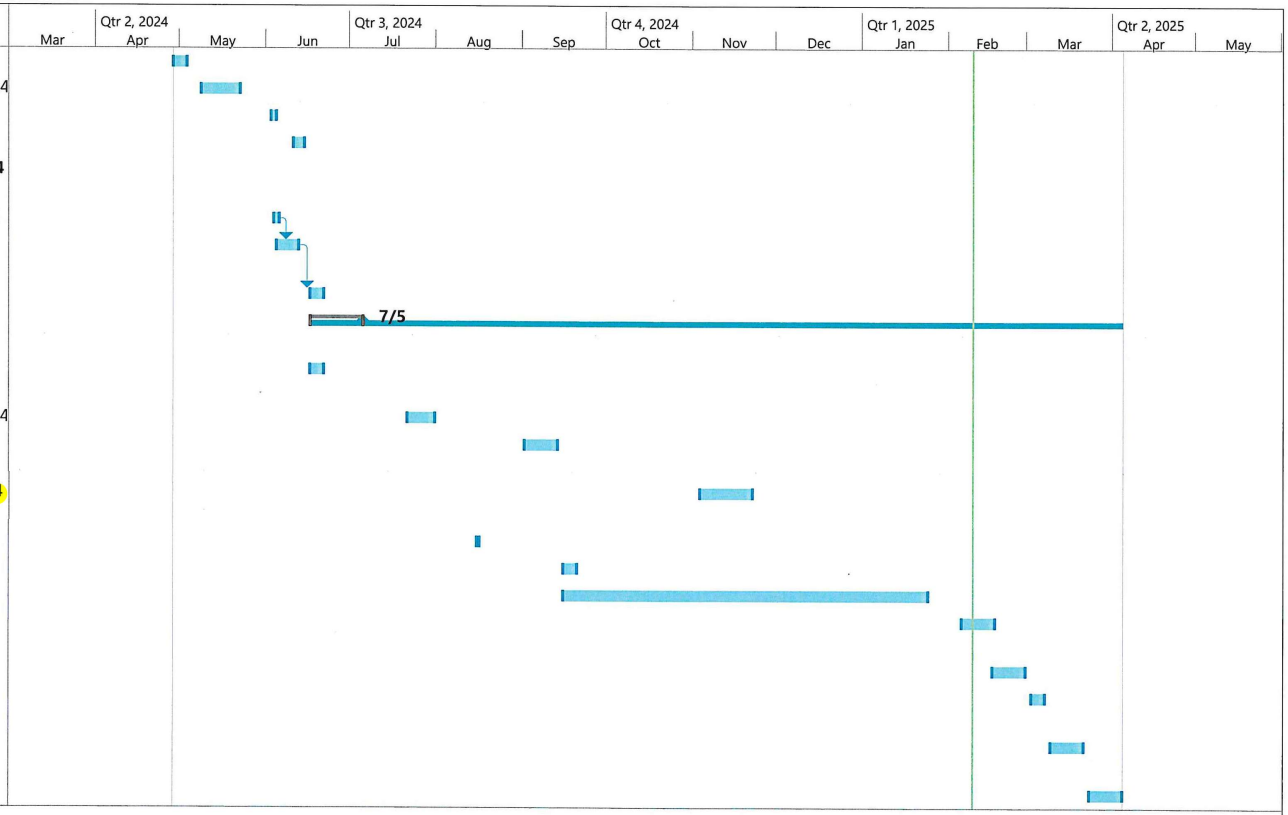
10		Excavate for Bore Start and end pits	5 days	Mon 6/17/24	Fri 6/21/24
11		Bore and Pull HDPE 24"	8 days	Mon 7/22/24	Wed 7/31/24
12		Excavate for Tunneling Pit and install Shoring	10 days	Mon 9/2/24	Fri 9/13/24
13		Tunneling Sta 7+89 - 10+90	15 days	Mon 11/4/24	Fri 11/22/24
14		Manhole 5	1 day	Fri 8/16/24	Fri 8/16/24
15		Manhole 6	5 days	Mon 9/16/24	Fri 9/20/24
16		24" Pvc Open Cut Sewe	95 days	Mon 9/16/24	Fri 1/24/25
17		Work on Ballfield Parking Lot	8 days	Thu 2/6/25	Mon 2/17/25
18		12" Sewer Lateral 1	10 days	Mon 2/17/25	Fri 2/28/25
19		Sewer Main Tie in Sta 1+00	5 days	Mon 3/3/25	Fri 3/7/25
20		Sewer main tie in Sta 14+65	10 days	Mon 3/10/25	Fri 3/21/25
21		Clean up	10 days	Mon 3/24/25	Fri 4/4/25



Project: Simple Project Plan
Date: Mon 2/10/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

REQUEST FOR EXTENSION BEYOND BALL SEASON

Basin 10 & 14 Capacity Improvements Phase 3

Project: Basin 10 & 14 Capacity Improvements Phase 3 Project No.: 23-07-C1
Contractor: Crawford Construction Company
Engineer: City of Fort Smith Engineering

RFI No.: 9 Date: 2/26/2025 Time: 9:03 AM

Reference Drawing No.: Specification No.:

We request 25 days be added to the contract time.
Due to way more than anticipated rock excacation behind Girls, Inc.
This caused additonal delays for the Lateral 1 creek crossing which needed to be done before proceding to actual sewer tie overs.

Requested By:

CONTRACTOR DO NOT WRITE BELOW THIS LINE

An additional 25 days will be recommended to be added to the Contract Time for Substantial Completion related to more hard rock being encountered in the open cut part of the project located behind Girls, Inc. than anticipated which resulted in a delay in completing this section of work.

Response By: Richard Hamrick

Date: 02/26/2025 Time: 10:37 A.M.

REQUEST FOR EXTENSION BEYOND BALL SEASON

Basin 10 & 14 Capacity Improvements Phase 3

Project:	Basin 10 & 14 Capacity Improvements Phase 3	Project No.:	23-07-C1
Contractor:	Crawford Construction Company		
Engineer:	City of Fort Smith Engineering		

RFI No.: ~~10~~ 11 Date: 4/7/2025 Time: 3:22 PM

Reference Drawing No.: Specification No.:

We request 5 days be added to the contract time.
Due to investigating the 3 different services leaving outside behind Girls, Inc building
and installing 3 times the plan quantity of service lines behind Girls, Inc building and putting back the parking lot we had to take out.

We also request 5 days to remobilize to the ballfields, I had to pull off the crew from doing sewer work, to get the ballfields where they could use them for and early tournament.

Requested By:

CONTRACTOR DO NOT WRITE BELOW THIS LINE

An additional 5 days will be recommended to be added to the Contract Time for Substantial Completion related to the plans not showing the tie-in of the Girls Inc. service line correctly.

An additional 5 days will be recommended to be added to the Contract Time for Substantial Completion related to the Owners request for the Contractor to re-mobilize and work in the concession stand area. The concession stand area needed to be available for an early tournament.

Response By: Richard Hamrick

Date: 04/07/2025 Time: 3:59 P.M.

REQUEST FOR EXTRA DAYS

Basin 10 & 14 Capacity Improvements Phase 3

Project:	Basin 10 & 14 Capacity Improvements Phase 3	Project No.:	23-07-C1
Contractor:	Crawford Construction Company		
Engineer:	City of Fort Smith Engineering		

RFI No.: ~~12~~ 13 Date: 5/2/2025 Time: 9:22 AM

Reference Drawing No.: Specification No.:

We spent 3 Days fixing the existing Manhole Leak on the South side of Manhole P009-0160
We are requesting 3 additional days be added to the contract time.

Requested By:

CONTRACTOR DO NOT WRITE BELOW THIS LINE

An additional 3 days will be recommended to be added to the Contract Time for Substantial Completion related to the plans not showing work required to repair leaks in Manhole P009-0160.

Response By: Richard Hamrick

Date: 05/02/2025 Time: 10:19 A.M.

REQUEST FOR EXTRA DAYS

Basin 10 & 14 Capacity Improvements Phase 3

Project: Basin 10 & 14 Capacity Improvements Phase 3 Project No.: 23-07-C1
Contractor: Crawford Construction Company
Engineer: City of Fort Smith Engineering

RFI No.: 14 Date: 9/13/2025 Time: 9:22 AM

Reference Drawing No.: Specification No.:

We request 77 days added to contract,
We started the final completion phase on 04/18/2025, work was stopped on 04/24/2025, due to Baseball/Softball
we had to hold off the existing manhole abandonment due to Three manholes inside two fields being used for ballgames.
we mobilized back out there after the season was over, started back to work on 07/11/2025, finished on 07/16/2025.

Requested By:

CONTRACTOR DO NOT WRITE BELOW THIS LINE

An additional 77 days will be recommended to be added to the Contract Time for Final Completion related to the request from the ball field administrator to stop work on the project to allow play on the ball fields.

Response By: Richard Hamrick

Date: 09/15/2025 Time: 7:30 A.M.

City of Fort Smith Engineering

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities

DATE: December 5, 2025

SUBJECT: Basin 10 & 14 Capacity Improvements, Phase 3, Project No. 23-07-C1-Final Pay

SUMMARY

On March 26, 2024, the Board of Directors approved the bid of Crawford Construction Company in the amount of $5,083,072.50, and a contract time of 270 days (R-49-24). The scope of this Consent Decree project included the realignment of approximately 1,300 linear feet of sanitary sewer main, and increasing the pipe size from 12-inches in diameter to 24-inches in diameter, and the installation of seven manholes. An exhibit showing the location of the project is attached for your review.

Work on this project has been completed. Crawford Construction Company took an additional 26 days more than allowed to reach Substantial Completion. The delay resulted in assessment of Liquidated Damages to the project in the amount of $13,000.00. A Project Summary including the Liquidated Damage calculation is attached.

This project was completed 3.7% below the original contract amount and 179 days over the original contract time.

The attached Resolution authorizes the Mayor to accept the project as complete and authorizing final payment to Crawford Construction Company, in the amount of $260,449.13.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

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

ATTACHMENTS

1. 12-16-25_Item_ID_2402_Resolution_Engineering-Utilities.pdf
2. 12-16-25 Item ID 2402 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$260,449.13*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO CRAWFORD CONSTRUCTION COMPANY FOR THE BASIN 10 AND 14 CAPACITY IMPROVEMENTS, PHASE 3, PROJECT NO. 23-07-C1

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

SECTION 1: The construction of the Basin 10 and 14 Capacity Improvements, Phase 3, Project No. 23-07-C1, is hereby accepted as complete.

SECTION 2: Final payment to Crawford Construction Company, in the amount of $260,449.13 is hereby approved.

This Resolution adopted this _____ day of _____, 2025.

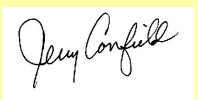
APPROVED:

_____
Mayor

ATTEST:

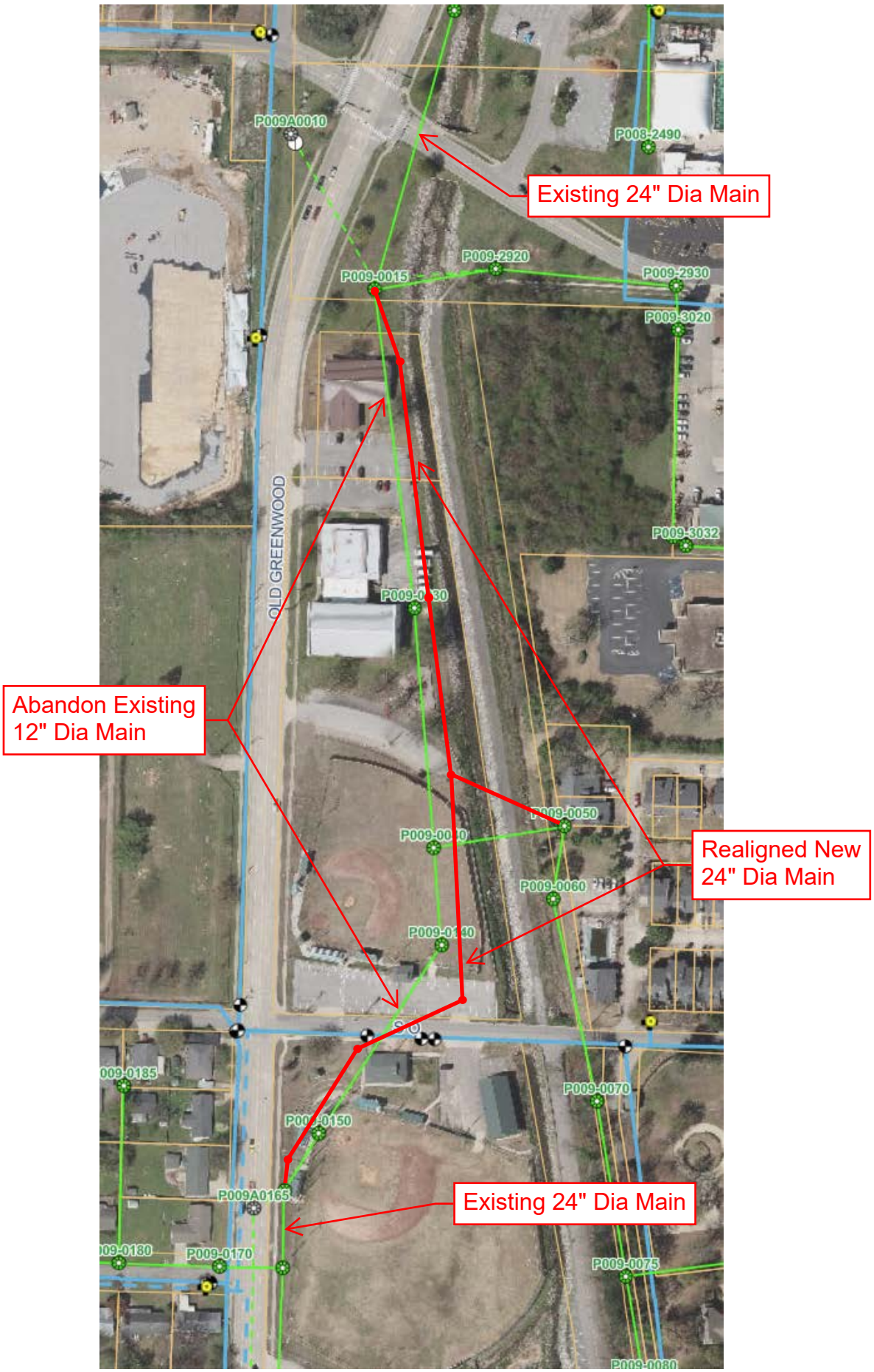
_____
City Clerk

Approved as to form:



_____npr

Project Location Map



Project Summary

Project Name:	Basin 10 & 14 Capacity Improvement, Phase 3	Project Status:	Complete
Project Number:	23-07-C1	Today's Date:	12/10/2025
Project Engineer:	Richard Hamrick	Staff Contact Name:	Jimmie Johnson
Project Contractor:	Crawford Construction Company	Staff Contact Phone:	479-984-2274

Notice to Proceed Issued: 04/23/2024

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$5,083,072.50	270
Change Order(s) To Date:	-$174,571.00	179
Adjusted Contract:	$4,908,501.50	449

Payments to date (as negative):	-$4,635,052.37
Retainage Held	$0.00
Contract Balance Remaining	$273,449.13
Liquidated Damages For Missing The Substantial Completion Date:	
26 Days x $500.00 Per Day	-$13,000.00
Adjusted Amount Due	$260,449.13

Final Comments:
This project was completed 3.7% below the original contract amount and 179 days over the original contract time.

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1

- Project Cost & Schedule:
  - Project Cost
    - Original Construction Contract Amount: $5,083,072.50 (R-49-24)
    - Change Order No. 1: -$174,571.00
    - Liquidated Damages For Missing Adjusted Substantial Completion: - $13,000.00
    - Final Contract Amount: $4,895,501.50
    - Completed 3.7% Under Original Construction Contract Amount

  - Project Schedule
    - Notice To Proceed: April 23, 2024
    - Contract Time: 270 Days
    - Adjusted Final Completion Date: August 02, 2025
    - Actual Final Completion Date Due: July 16, 2025
    - Actual Construction Time: 449 Days
    - Completed 179 Days Over The Original Construction Contract Time

- Funding: 2018 Revenue Bond

- Scope of Work:
  - This project consists of the realignment of approximately 1,300 linear feet of sanitary sewer main. The realigned pipe will also include increasing the capacity of the existing main to eliminate a reoccurring Sanitary Sewer Overflow. The pipe will be increased in diameter from 12-inches to 24-inches. Seven manholes will also be installed.
- Project Information:
  - Design Engineer – Hawkins-Weir Engineers, Inc.; $144,300.00 (R-75-23)
  - Construction Contractor – Crawford Construction Company (R-49-24)
  - Inspection Services – Hawkins-Weir Engineers, Inc.; $42,410.00

    Daily inspection services provided by Utility Engineering Inspectors

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1

- Project Details:
  - This project replaced, realigned, and increased the size of existing sanitary sewer mains to eliminate recurring Sanitary Sewer Overflows.

  - Sanitary Sewer Pipe Installed:
    - 12” Sewer Pipe - 102 LF
    - 24” Sewer Pipe – 1,365 LF

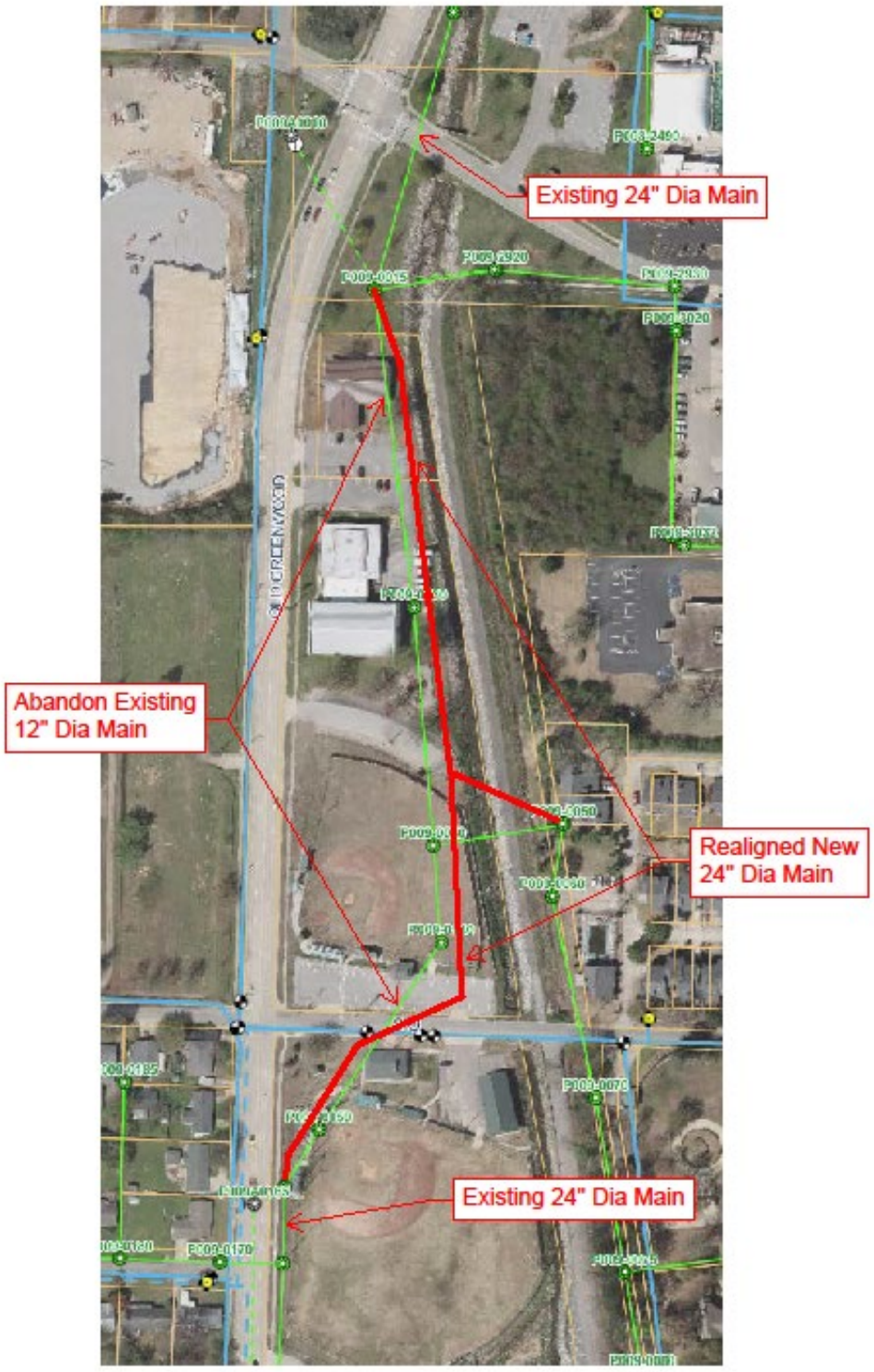
  - Manholes Installed:
    - 4’ Dia - 8 EA

  - Steel Casing:
    - 48’ Dia By Micro-Tunneling – 260 LF

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1

Project Location Map



Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Stockpile of 24” HDPE Pipe

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Welding 24” HDPE Pipe

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Horizonal Directional Drilling Head

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Formed In Place Manhole

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Welded HDPE Pipe Waiting To Be Installed

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Installing 48” Casing

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Installing 24” HDPE Pipe In 48” Casing With Casing Spacers

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Restoration Of Parking Lot

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Abandoning Manhole In Outfield

Basin 10 & 14 Capacity Improvements, Phase 3

Project No. 23-07-C1



Abandoning Manhole In Outfield

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities

DATE: December 8, 2025

SUBJECT: Lake Fort Smith Transmission Line-Phase 3 Settlement Agreement, Tracts 27-29-30

SUMMARY

The City is in the process of replacing an existing 27-inch water transmission line, which was constructed in the 1930s, with a 48-inch water transmission line. The 48-inch line is being constructed in phases and will run from Mountainburg, Arkansas to a connection point in the southeastern part of Fort Smith. Phase 3 of the transmission line will start near Rudy Road and Old Dollard Way and end at Gun Club Road / Levee Road near the Highway 59 crossing of the Arkansas River. This phase of the water transmission line will consist of approximately 9.9 miles of 48-inch pipe.

The City's independent appraiser, Tommy M. Matthews, established land values for the above tracts at $4,900.00 (Tract 27 $3,600.00 & Tracts 29/30 $1,300.00). The property owners of these tracts-David, Paula, Matthew, and Summer Crabtree countered (Settlement Agreement and Release included as pages 1-5) with a value of $8,319.00. This would be an increase of $3,419.00 from the original offer of $4,900.00. Because of the projects scheduling and cost of eminent domain proceedings likely exceeding the increased payment, staff recommends that the attached Resolution, authorizing the City Administrator to accept the owner's counteroffer be approved.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

If you or members of the Board have any questions or desire additional information, please let me know.

ATTACHMENTS

1. 20251204_Resolution_Approving_Crabtree_Agreement_Project_18-20.pdf
2. Settlement Agreement and Release - Signed.pdf

FISCAL IMPACT: *$8,319.00*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT IN CIVIL ACTION OF CITY OF FORT SMITH VS. CRABTREE REGARDING ACQUISITION OF EASEMENTS FOR LAKE FORT SMITH WATER TRANSMISSION LINE, PHASE 3, PROJECT 18-20

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

Section 1: The Settlement Agreement to resolve the civil action of *City of Fort Smith, Arkansas v. Crabtree, et al.*, Crawford County Circuit Court, Case No. 17CV-2023-579 (III), incorporated herein by reference, regarding the acquisition of easements for Lake Fort Smith Water Transmission Line, Phase 3, Project 18-20, is hereby approved.

Section 2: The City Administrator and the City Attorney are hereby authorized to take all necessary actions to effectuate the terms of the Settlement Agreement approved by Section 1 hereof.

This Resolution adopted this _____ day of December, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is entered into by and between City of Fort Smith, Arkansas (the "City") and David Crabtree, Paula Crabtree, Matthew Crabtree, and Summer Crabtree (collectively, "Crabtree") (the City and Crabtree may be referred to herein individually as a "Party" and collectively as the "Parties"). This Agreement is made effective on the date it is signed by the last of the Parties to sign such Agreement, as indicated below.

RECITALS

WHEREAS, on or about October 17, 2023, the City filed an Application/Petition for Exercise of Power of Eminent Domain against David Crabtree and Paula Crabtree to acquire real property interests, as set forth in *City of Fort Smith, Arkansas v. Crabtree, et al.*, Crawford County Circuit Court, Case No. 17CV-2023-579 (the "Condemnation"); and

WHEREAS, on or about July 18, 2024, the City filed its First Amended Application/Petition for Exercise of Power of Eminent Domain in the Condemnation; and

WHEREAS, on or about March 14, 2025, the City filed its Second Amended Application/Petition for Exercise of Power of Eminent Domain ("Second Amended Petition") in the Condemnation; and

WHEREAS, on April 15, 2025, the Court entered an Agreed Order of Possession in the Condemnation granting the City the immediate right of entry onto and the possession of the real property described in the Second Amended Petition for the purposes described therein upon the making of a just compensation deposit in the amount of $4,900.00 ("Just Compensation Deposit"); and

WHEREAS, the City provided the Just Compensation Deposit to the Clerk on or about April 30, 2025; and

WHEREAS, the City and Crabtree have asserted positions and claims in the Condemnation which are contested by the other Party and subject to proof thereof; and

WHEREAS, the City and Crabtree have agreed, in promotion of their best interests, to settle and compromise any and all claims, losses and liabilities arising out of, related to or concerning the matters, facts, or assertions made by either Party in connection with the Condemnation and desire to enter into this Agreement.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the mutual promises and covenants stated herein and the recitals set forth above, and for other good and valuable consideration to the City and Crabtree, the sufficiency and receipt of which are hereby acknowledged, the City and Crabtree agree as follows:

TERMS OF AGREEMENT

1. Consideration.

1.1 Crabtree agrees to accept the sum of $8,319.00 as just compensation for the Permanent Access Easements vested in the City pursuant to the Agreed Order of Possession (collectively, the "Easements"), and any damages related thereto.

1.2 The City agrees to pay Crabtree the lump sum of $8,319.00 ("Settlement Payment") as just compensation for the Easements, and any damages related thereto.

1.3 The Settlement Payment will be paid to Crabtree as follows: $4,900.00 of the Settlement Payment will be provided to Crabtree via the order dismissing the Condemnation by directing the Clerk to distribute the Just Compensation Deposit, and any interest accumulated thereon, to Crabtree; $3,419.00 of the Settlement Payment will be paid by the City to Crabtree within thirty (30) days of the approval of this Agreement by the City's governing body. The payment of the Settlement Payment to Crabtree shall constitute full and final compensation in the Condemnation for all claims of any kind relating to the Easements. The $3,419.00 portion of the Settlement Payment shall be provided to Crabtree's counsel, Lonnie Turner, 801 E. Commercial, Ozark, AR 72949.

1.4 Crabtree shall complete, execute and deliver to the City a W-9 form within ten (10) days of the execution of this Agreement

1.5 Within five (5) days of Crabtree's receipt of the $3,419.00 portion of the Settlement Payment, the Parties shall approve and submit to the Court for entry the Agreed Order of Dismissal attached hereto as Exhibit A dismissing with prejudice any and all of Crabtree's claims (including claims of just compensation or damages) and confirming in favor of the City the Easements granted by the Agreed Order of Possession. Each Party will bear its own costs, attorney's fees and any other fees incurred in the Condemnation.

2. Contingency – Approval of Agreement by the City's Governing Body. The Parties understand and agree that this Agreement and its terms are subject to the review and approval by the Board of Directors of the City. In the event the City's Board of Directors does not approve this Agreement, the Agreement shall immediately become null and void and the Parties shall have no obligations hereunder.

3. Mutual Release.

3.1 Each of the Parties hereby mutually releases and forever discharges the other Party hereto, and its successors, assigns, owners, parents, affiliates, divisions, agents, officers, directors, employees, insurers and attorneys, from any and all claims, demands, causes of action, suits, debts or claimed debts, sums of money and all liabilities of any kind or nature whatsoever, at law, in equity or otherwise, whether known or unknown, past, liquidated or unliquidated, present or future, contingent or fixed, whether asserted or not asserted, which arise out of or are or would be in any manner connected to the subject matter of the Condemnation.

3.2 Notwithstanding paragraph 3.1 above, the Parties are not waiving any rights or claims that either of them may have to enforce in the future the terms of this Agreement, the Easements, or the Agreed Order of Dismissal to be filed in the Condemnation.

4. Representations and Warranties.

4.1 By Crabtree. Crabtree represents and warrants that Crabtree has full power, authority and legal right to execute and deliver this Agreement and any other instruments or documents contemplated hereby and to consummate the transaction otherwise contemplated hereby. Crabtree further represents and warrants that Crabtree is legally in possession of the real property described in the Easements, that Crabtree is entitled to receive the payment described above and that there is no tenant in possession of any of the real property subject to the Condemnation. This Agreement has been duly executed and delivered by Crabtree and, if approved by the governing body of the City, constitutes the legal, valid and binding obligation of Crabtree, enforceable against Crabtree in accordance with the terms hereof except as may be limited by law. No further consent, approval or other action of any court or third party is required to be obtained by Crabtree in connection with the transactions contemplated in this Agreement.

4.2 By the City. The City represents and warrants that it has full power, authority and legal right to execute and deliver this Agreement and any other instruments or documents contemplated hereby and to consummate the transaction otherwise contemplated hereby. This Agreement has been duly executed and delivered by the City and, if approved by the City's governing body, constitutes the legal, valid and binding obligation of the City, enforceable against it in accordance with the terms hereof except as may be limited by law. Except as provided in paragraph 2.1, no further consent, approval or other action of any court or third party is required to be obtained by the City in connection with the transactions contemplated in this Agreement.

5. Miscellaneous Provisions.

5.1 Integration. This Agreement together with the Easements and Agreed Order of Dismissal in the Condemnation contain and constitute the full and entire agreement between and among the City and Crabtree and supersede all prior agreements, negotiations and understandings between and among the Parties relating to the subject matter hereof, written or oral. Except as otherwise specifically provided, no change, amendment, modification, waiver or addition to this Agreement shall be valid unless made in writing and signed by or on behalf of the City and Crabtree.

5.2 Severability of Provisions. If any term of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

5.3 Headings and Neutral Terms. The headings in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer. In all references herein to any Parties, persons, entities or corporations, the use

of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

5.4 Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

5.5 Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile or electronic signature on this Agreement shall have the same force and effect as an original signature thereto. This Agreement shall not be recorded.

5.6 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

5.7 No Admission of Liability. It is expressly understood and agreed by the City and Crabtree that nothing herein is, shall be construed to be, or may be used to prove, an admission of any factual recital or of any liability asserted either herein or in the Condemnation.

6. No Waiver. The failure of any Party to this Agreement at any time to enforce any provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as of the date set forth below.

[Signatures on following page]

DAVID CRABTREE, PAULA CRABTREE, MATTHEW CRABTREE, AND SUMMER CRABTREE

DAVID CRABTREE

Date: 12 - 3 - 2025

PAULA CRABTREE

Date: 12-3-2025

MATTHEW CRABTREE

Date: 12-9-25

SUMMER CRABTREE

Date: 12-9-2025

CITY OF FORT SMITH, ARKANSAS

By: Jeff Dingman

Name: Jeff Dingman

Title: City Administrator

Date: December 9, 2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Matthew Eubanks

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
2120 Oak Grove Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Van Buren AR 72956

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Matthew Eubanks | **Date** 12-9-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

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Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

D&P Crabtree Farms LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1434 Alma Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Alma, AR 72921

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__-_____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
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3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Paula R. Crabtree **Date** 11-15-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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What's New

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Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Jessica Underwood, Executive Assistant

DATE: December 8, 2025

SUBJECT: Appointment: Advertising and Promotion Commission

SUMMARY

Daniel Mann's term on the Advertising & Promotion Commission is set to expire December 31, 2025. The Fort Smith Advertising & Promotion Commissioners recommend Daniel Mann be reappointed to serve another term. The new term is set to expire on December 31, 2029.

ATTACHMENTS

1. ADVERTISING AND PROMOTION COMMISSION 20251216.pdf

ADVERTISING AND PROMOTION COMMISSION

The Advertising and Promotion Commission is authorized to administer and oversee funds received from the three percent Fort Smith lodging tax and is comprised of seven members as follows according to Arkansas Code Ann 26-75-605:

Four members of the commission shall be owners or managers of businesses in the tourism industry and shall reside in either Fort Smith or within Sebastian County. At least three of these four members shall be owners or managers of hotels, motels or restaurants and all of them shall staggered terms of four years. Two members of the commission shall be members of the governing body of the city of Fort Smith and selected by the governing body and shall serve at the will of the governing body. One member of the commission shall be from the public at large who shall reside within Fort Smith or Sebastian County and shall serve for a term of four years. Any vacancy in the four tourism industry positions or the one at large position shall be filled by appointment made by the remaining members of the commission with the approval of the Fort Smith Board of Directors. Meetings are monthly as called.

	DATE APPOINTED	TERM EXPIRES
Daniel Mann 12520 Wilmington Way 479-651-0100 (C) daniel@chaffeecrossing.com	02/15/22	12/31/25
Brandon Goldsmith Professor 8224 Cypress Avenue (08) 858-405-3278 (h) fwrbrandon@hotmail.com	01/03/23	12/31/26
Kaity Gould Owner – FT Smith Coffee Co 10605 Castleton St. 479-650-0702 kaity@fortsmithcoffeeco.com	09/17/24	12/31/26
Storm Nolan CSK Properties Fort Smith Hampton Inn 4320 Industrial Drive (16) 649-6909 snolan@cskhotels.com	11/18/14	12/31/27

12/8/2025

Cheryl Healey Hotel General Manager 2324 Queensbury Way 479-414-2281 (h) 479-452-2100 (w) Cheryl.healey@hilton.com	07/19/22	12/31/28
Lee Kemp, City Director 10300 Jenny Lind Road 479-542-2838 Lee.kemp@fortsmithar.gov	10/21/22	Indefinite
Jarred Rego, City Director 3816 Free Ferry Lane (03) 479-522-3277 (c) Jarred.rego@fortsmithar.gov	01/03/23	Indefinite

Jessica Underwood
Executive Assistant
City of Fort Smith, Administration
623 Garrison Avenue
Fort Smith, AR 72901

December 4, 2025

Ms. Jessica Underwood,

On December 3, 2025 the Fort Smith A&P Commission discussed the upcoming Commission seat that Daniel Mann is currently holding with a term expiring on December 31, 2025. The seat must be filled by a City of Fort Smith or Sebastian County resident who has owns or manages a business in the tourism industry. The Fort Smith A&P Commission received one viable application for the seat, which was Daniel Mann.

Let this letter be the official notice to the City of Fort Smith Board of Directors for recommendation of approval of the governing body of the City of Fort Smith to re-appoint Daniel Mann as the Fort Smith A&P Commission business in tourism industry commission position fulfilling a term expiring December 31, 2029.

Respectfully,

Ashleigh Bachert

Ashleigh Bachert
Executive Director

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Jessica Underwood, Executive Assistant

DATE: December 9, 2025

SUBJECT: Appointment: Library Board of Trustees

SUMMARY

The terms of Shirley Hartwig and Christopher Hooks on the Library Board of Trustees are set to expire on December 31, 2025. Both are interested in being reappointed, and no other applications were received.

Appointments are made by the Mayor with approval from the Board of Directors. Two appointments are needed, and the new terms will expire on December 31, 2030.

ATTACHMENTS

1. Library Board of Trustees 20251216.pdf

LIBRARY BOARD OF TRUSTEES

The Library Board of Trustees is responsible for the management and control of the Fort Smith Public Library.

The trustees are citizens of Fort Smith appointed by the ***Mayor***, with the approval of the Board of Directors, for five year terms. Beginning January 1, 1998 regardless of the term length, no person, whether a current trustee or being considered for appointment as a trustee, who has served two (2) or more consecutive terms shall be eligible for appointment or reappointment to serve until at least one (1) year shall passed since they last served on the board.

The Library Board meets at 4:30 p.m. on the third Tuesday of each month at the Library.

	DATE APPOINTED	TERM EXPIRES
Amy Skypala Associate Professor 618 Lecta Avenue (01) (406) 498-0101 (h) Amy.skypapa@uafs.edu	02/07/15	12/31/22
Pamela D. Roberts Assoc. General Counsel, ArcBest 6226 Gordon Lane (03) 414-6914 © 785-6140 (w) proberts@arcb.com	12/19/17	12/31/22
Sara M. Davis Retired 5517 Hardscrabble Way (03) 478-0366 (h) 719-6032 © saramacdavis@gmail.com	05/19/12	12/31/22
Andy Smith Arvest 7816 Camelot Circle (03) 459-6454 (h) 573-1021 (w) Andy.Smith1@sbcglobal.net	12/18/18	12/31/23

Jeremy Wann Attorney 820 North 21 Street (01) 689-0073 (w) Jwann87@gmail.com	12/18/18	12/31/23
Shirley Hartwig Semi-Retired 8902 Southridge Drive (08) 763-1149 (h) 452-1521 (w) Shartw5@aol.com	01/19/21	12/31/25
Christopher J. Hooks Attorney 1506 South 34 Street (03) 870-674-7342 (h) 782-8813 (w) chooks@rbsr-attorneys.com	01/19/21	12/31/25

Jennifer Goodson, Library Director
1212 North 52 Street (04)
783-0229 ext. 1145 (w)
jgoodson@fortsmithlibrary.org

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: November 12,2025

Name: Shirley Hartwig

Home Address: 8902 Southridge Drive

Zip: 72908

Home Telephone: (479) 763-1149

Work Telephone: (479) 452-1521

Email: shartw5@aol.com

Occupation: Semi-retired: Secretary at Bethel Lutheran Church in Fort Smith (part-time position); previous occupation was as a legal secretary for 34 years in Los Angeles, California

(If retired, please indicate former occupation or profession)

Education: Bachelor of Arts in English from California Lutheran University, Thousand Oaks, CA

Professional and/or Community Activities: None at present other than to participate in my church's activities

Additional Pertinent Information/References: My working hours at Bethel are 9 – 1:00 p.m., Monday through Thursday. Mark Raymond, Manager of the library's Dallas Branch and a member of Bethel, suggested that I apply for the position

Do you reside within the corporate boundaries of the city of Fort Smith? Yes _X_ No _____

Are you a registered voter in the city of Fort Smith? Yes _X_ No _____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes ____ No _X_ *Note: "Yes" will not automatically preclude you from consideration.*

If yes, please identify the offense and the approximate date.

Drivers License: Date of Birth:

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- □ Advertising & Promotion Commission
- □ Airport Commission
- □ Animal Services Advisory Board
- □ Arkansas Fair & Exhibition Facilities Board
- □ Audit Advisory Committee
- □ Building Board of Adjustment and Appeals
- □ Capital Improvement Plan Advisory Committee
- □ Central Business Improvement District
- □ Civil Service Commission *(3 year residency required)*
- □ Community Development Advisory Committee
- □ County Equalization Board
- □ Electric Code Board of Appeal
- □ Fire Code Board of Appeals & Adjustments
- □ Fort Smith Municipal Employees Benevolent Fund Board of Advisors
- □ Future Fort Smith Committee
- □ Historic District Commission
- □ Housing Assistance Board
- XX Library Board of Trustees
- □ Mechanical Board of Adjustments and Appeals
- □ Parks & Recreation Commission
- □ Planning Commission
- □ Plumbing Advisory Board
- □ Port Authority
- □ Property Owners Appeals Board
- □ Public Facili es Board Advisory Commi ee
- □ Recycling Advisory Committee
- □ Sebastian County Regional Solid Waste Management Board
- □ Transit Advisory Committee
- □ Water Advisory Committee

Shirley Hartwig
8902 Southridge Drive
Fort Smith, Arkansas 72908

November 12, 2025

Dear Board of Directors:

I will soon be completing a five-year term on the Board of Trustees of the Fort Smith Public Library, and I would like to apply for another term. My application is enclosed. It is identical to the one I submitted in 2020. My contact information is the same. However, I have added the current date and signed my name.

I believe that our library is one of the best and most esteemed assets of our city. I have been proud of being a board member and playing a small part in helping guide the library through whatever decisions and challenges arise. In addition, it has been a pleasure to work with the library's staff of friendly, dedicated and conscientious employees. The library is in good hands with them at the helm.

For each of the past two years, I have been appointed the board's treasurer. Every two weeks, I proofread and sign approved checks that are remitted to the library's vendors. This has become part of my routine, and I have been told that my reliability is appreciated.

I hope to have the opportunity to serve on the board for another five years. Thank you for your consideration.

Sincerely,

Shirley Hartwig

Shirley Hartwig

Enclosures

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 11/25/25

Name: Christopher Hooks

Home Address: 3520 Cliff Drive

Zip: 72903

Home Telephone: N/A

Work Telephone: 479-782-8813

Email: chrishooks87@yahoo.com

Occupation: Attorney

(If retired, please indicate former occupation or profession)

Education: Juris Doctor University of Arkansas ; BBA in Business Admin - Arkansas State

Professional and/or Community Activities: Board member - Good Samaritan Clinic, Board Member - Western Arkansas Tennis Association

Additional Pertinent Information/References:

Do you reside within the corporate boundaries of the city of Fort Smith? Yes ✓ No ____

Are you a registered voter in the city of Fort Smith? Yes ✓ No ____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes ____ No ✓ *Note: "Yes" will not automatically preclude you from consideration.*

If yes, please identify the offense and the approximate date.

Drivers License: [redacted] Date of Birth: [redacted]

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- ☐ Advertising & Promotion Commission
- ☐ Airport Commission
- ☐ Animal Services Advisory Board
- ☐ Arkansas Fair & Exhibition Facilities Board
- ☐ Audit Advisory Committee
- ☐ Building Board of Adjustment and Appeals
- ☐ Central Business Improvement District
- ☐ Civil Service Commission *(3 year residency required)*
- ☐ Community Development Advisory Committee
- ☐ County Equalization Board
- ☐ Electric Code Board of Appeal
- ☐ Fire Code Board of Appeals & Adjustments
- ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors
- ☐ Future Fort Smith Committee
- ☐ Historic District Commission
- ☐ Housing Assistance Board
- ◪ Library Board of Trustees
- ☐ Mechanical Board of Adjustments and Appeals
- ☐ Parks & Recreation Commission
- ☐ Planning Commission
- ☐ Plumbing Advisory Board
- ☐ Port Authority
- ☐ Property Owners Appeals Board
- ☐ Public Facilities Board Advisory Committee
- ☐ Recycling Advisory Committee
- ☐ Sales Tax Review Committee
- ☐ Sebastian County Regional Solid Waste Management Board
- ☐ Transit Advisory Commission
- ☐ Water Advisory Committee
- ☐ Utility Advisory Committee

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: December 11, 2025

SUBJECT: Broylman Memorial Group, as related to Fort Smith Cemeteries, Inc. discussion

SUMMARY

Representatives of the Broylman Memorial Group apparently reached out to the Board of Directors regarding interest in the Fort Smith Cemeteries, Inc. properties. They were directed to get in touch with me, and I spoke with them on Tuesday afternoon before our December 9 study session.

I spoke with them again on Wednesday, and they've agreed to attend the Special Study Session called to happen after the regular meeting this coming Tuesday, December 16. The special study session is intended for the Board to more about Broylman Memorial Group, the services they offer, and the prospects of this entity taking on ownership and operation of Roselawn, Holy Cross, and Forest Park cemeteries in Fort Smith. Earlier this year, Broylman acquired and started operating the Woodlawn Memorial Park cemetery on south Fort Smith on State Line Road.

A private entity taking on these cemeteries alleviates the constraints on the city's operating budget and enforcement of property maintenance codes from Neighborhood Services. At least two representatives from Broylman will be at the meeting Tuesday night, Mr. Micah Brown and Mr. Robert Doyle. I've attached some information that they sent me today via email.

Please contact me if there are questions on this agenda item.

ATTACHMENTS

1. MEDIA NOTIFICATION - Special Study Session December 16 2025.pdf
2. 20251216 Broylman attachment.pdf

Proposal

Broylman Memorial Group would like to propose the following in regards to the 3 cemeteries in question.

- Pay a sum of $50,000 for the 3 cemeteries payable to whoever the Non-Profit, City, and Banks direct.
- Begin with pricing the same as Woodlawn Memorial Park in Fort Smith and agree to no more than a 4% annual increase on currently developed Gardens
- Operate within the same “price match guarantee” that Woodlawn Memorial Park offers
- Provide the same “complimentary” option for burial spaces that Woodlawn Memorial Park currently offers.
- Complete the transaction with no due diligence and according to the regulations issued by the state cemetery board and the division of insurance
- Operate in perpetuity within the guidelines required by the Arkansas State Cemetery Board as required to obtain a license and permit to operate a cemetery in the state of Arkansas.

Woodlawn Memorial Park Space and Interment Price List

Interment Fees

Ground Interment	$1,395
Entombment	$1,395
Inurnment	$1,095
Saturday Fee	$300
Sunday Fee	$500

Burial Space Pricing

Gardens	$1,395
Complimentary Garden (this garden is used for those who Want to be buried in the cemetery but Can't afford the burial. We provide the Plot at no charge and pay the perpetual Care fees out of pocket)	$0.00

December 10, 2025

City of Fort Smith
Fort Smith, Arkansas

Subject: Recommendation for Broylman Memorial Group

To Whom it may concern:

I am writing to offer my full recommendation for Broylman Memorial Group as they seek to be an to acquire three cemeteries under consideration in Fort Smith, AR.

I previously owned cemeteries in Arkansas for approximately seventeen years, including one located in Fort Smith, and I served as a member of the Arkansas Cemetery Board. Broylman Memorial Group acquired eight of the cemeteries from a group in January 2025 that were all formerly owned by my company. Over the past year, I have had the opportunity to observe their management and operations firsthand.

Broylman Memorial Group has consistently demonstrated professionalism, diligence, and respect in the care of these properties. Their commitment to maintaining the grounds, honoring the families they serve, and upholding the standards expected within this field has been exceptional.

Based on my extensive experience in cemetery ownership and regulation, I can confidently state the Broylman Memorial Group is well qualified to assume responsibility for the three Fort Smith cemeteries that are up for discussion before the city board. I highly recommend them without reservation.

Thank you for your consideration. Please feel free to contact me should you need any additional information.

Sincerely,

Steve McDonald
870-273-2472

BROYLMAN MEMORIAL GROUP

Micah Brown <micahb@broylman.com>

Inquiry

2 messages

Micah Brown <micahb@broylman.com> Tue, Dec 9, 2025 at 6:55 PM
To: Amelia Vestal <amelia.vestal@arkansas.gov>

Amelia
I hope things are well at your office. I spoke with [redacted] yesterday and was able to help her with her concerns at Edgewood. I appreciate hearing from the folks in the community as we strive to provide the best service possible there and improve the cemetery from where it has been over the last several years.

Additionally I have a request. Can you please respond to this email and just confirm that as of this date Broylman Memorial Group AR LLC is in good standing with our cemetery license and with the cemetery board in regards to the 8 cemeteries we operate in the state of Arkansas at this time?

I sure appreciate it and appreciate your help and service to the state's communities as it relates to cemeteries that many families trust.

Kind Regards,

Micah Brown

CHIEF EXECUTIVE OFFICER / FOUNDER
Broylman Memorial Group, LLC

Phone: *(502) 643-9270*
Email: *micahb@broylman.com*
Location: *Franklin, TN (Central Time Zone)*
Website: *BroylmanMemorialGroup.com*

Click to:
| **Connect on Linked In** |
| **Connect with Broylman Memorial Group on Linked In** |



BROYLMAN MEMORIAL GROUP

Amelia Vestal <amelia.vestal@arkansas.gov> Wed, Dec 10, 2025 at 1:00 PM
To: Micah Brown <micahb@broylman.com>

Mr. Brown

Thank you for the update on the [redacted] complaint. [redacted] has provided a recap of your conversation, attached, and has requested that the complaint remain open

until her concerns are fully addressed. As you noted, you strive to provide the best service, and we trust her concerns will be resolved promptly and satisfactorily.

Regarding your request, I can confirm that the eight (8) cemeteries owned and operated by Broylman Memorial Group AR LLC currently hold active permits to operate in Arkansas as perpetual care cemeteries.

We appreciate your prompt attention to matters affecting the consumers of your properties..

Amelia Vestal
Sr. Securities Examiner
Insurance Dept.| Funeral Services | Perpetual Care Cemeteries
e: amelia.vestal@arkansas.gov or AID.PCC@arkansas.gov
t: o. 501.371.2646 m. 501.251.7948

[Quoted text hidden]

This email and any files transmitted with it are confidential and intended for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual(s) named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited, and may result in legal action.

[redacted]
15K

Board of Directors Special Study Session Called for Tuesday, December 16, 2025
Fort Smith, Arkansas sent this bulletin at 12/10/2025 02:42 PM CST



BOARD OF DIRECTORS SPECIAL STUDY SESSION CALLED FOR TUESDAY, DECEMBER 16, 2025

MEDIA NOTIFICATION
December 10, 2025

At the December 9, 2025 study session, Directors Neal Martin, Andre' Good, Lee Kemp, and Kevin Settle called for a special study session to occur immediately following adjournment of the Board of Directors regular meeting scheduled for 6:00 p.m., Tuesday, December 16, 2025, at the Blue Lion, 101 North 2nd Street. The purpose of the special study session is to accommodate the following:

- Discuss implications of potential private entity involvement in the acquisition and operation of Rose Lawn, Holy Cross, and Forest Park cemeteries

The Agenda Board Packet for the December 16, 2025 regular meeting and special study session will be uploaded to the City of Fort Smith website on Thursday, December 11, 2025.

Sherri Gard, MMC
City Clerk
479-784-2207
sgard@fortsmithar.gov

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