MAYOR
George B McGill

CITY ADMINISTRATOR
Jeff Dingman

CITY CLERK
Sherri Gard

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

AGENDA

Fort Smith Board of Directors
REGULAR MEETING
December 1, 2026 ~ 6:00 p.m.
Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

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

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVE MINUTES OF NOVEMBER 17, 2026 REGULAR MEETING

ITEMS OF BUSINESS

1. Ordinance amending the 2019 Unified Development Ordinance of the City of Fort Smith (Data Centers) *(Planning & Zoning)*

2. Ordinance amending portions of Chapter 25 of the Fort Smith Municipal Code, establishing a permit procedure for certain connections to the utility systems of the City and contract users; and, for other purposes *(City Administrator)*

3. Resolution approving and authorizing execution of an agreement for sale between the City and Vasiliki Investments, LLC for the sale of property located at 715 Rogers Avenue *(City Administrator)*

4. Ordinance setting the dates, time, and location for regular meetings of the Board of Directors for the year 2027 *~ Martin/Kemp placed on agenda at the November 10, 2026 study session ~ (City Clerk)*

5. Ordinance declaring an exceptional situation; waiving the requirements of competitive bidding; and approving and authorizing the Mayor to execute an agreement for animal shelter services with Fort Smith Animal Haven, Inc. *~ Good/Rego placed on agenda at the November 10, 2026 study session; TABLED to the December 1, 2026 regular meeting at the November 17, 2026 regular meeting ~ (City Administrator)*

6. Ordinance amending the 2026 Operating Budget and appropriating funds for Parrot Island Water Park operations *~ TABLED to the December 1, 2026 regular meeting at the November 2, 2026 regular meeting ~ (City Administrator)*

7. Ordinance amending the 2026 Budget *(Finance)*

8. Public hearing and ordinance to adopt the fiscal year 2027 Operating Budget and to provide other matters relating thereto *(Finance)*

9. Ordinance establishing pay rates and related procedures for City employees *(Human Resources)*

10. Ordinance approving Peyton Bullington d/b/a Majestic Live FS, LLC to file an application with the Alcohol Beverage Control Division to obtain private club and retail beer licenses to sell liquor, wine, and beer at 817 Garrison Avenue *(Finance)*

11. Ordinance approving the transfer of a private club permit from Foxfire Private Club to the Recovery Room at 91st *(3702 91st Street) (Finance)*

12. Consent Decree Items:

    12A. Resolution approving and authorizing the Mayor to execute Change Order No.1 with InLiner Solutions LLC for the 2016 SSA Remedial Measures, Sub-Basin P008, Phase I, Project No. 17-13-C1 *($536,706.55 and 60 additional days / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

    12B. Resolution approving and authorizing the Mayor to execute an agreement with I&S Group Inc. for providing engineering services associated with the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-EC1 *($106,610.00 and 480 days / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

    12C. Resolution authorizing acquisition of sewer utility and temporary construction easements in connection with the 2020 SSA Remedial Measures, Sub-Basin Z007, Project No. 25-09 *($14,662.83 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

13. Consent Agenda

13A. Resolution approving a contract with Daily & Woods, P.L.L.C. for general legal services for 2027 *(City Administrator)*

13B. Resolution accepting bids for the purchase of aggregates, sand, concrete and asphalt concrete products for 2027 *(Annual Bid / Budgeted / Various) (Finance)*

13C. Resolution approving and authorizing the Mayor to execute Change Order No.1 with Crawford Construction Company for the I-540 and Euper Lane Water Line Crossing, (Euper Lane), Project No. 23-22-C1 *($52,051.00 and 63 additional days / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering)* ♦

13D. Resolution authorizing the Mayor to execute a lease agreement with Fort Smith Youth Baseball and Softball, Inc. for Kelley Ballfields Complex *(Parks & Recreation)* ♦

13E. Resolution authorizing the purchase of fire apparatus *($1,678,607.00 / Budgeted / Fire - 1/8% Sales and Use Tax) (Fire)*

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

ADJOURN

MEMORANDUM

TO: Jeff Dingman, City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: November 16, 2026

SUBJECT: Unified Development Ordinance Amendments - Data Centers

SUMMARY

Following the October 5, 2026, Board of Directors meeting, staff was directed to add additional requirements to Section 27-709 of the Unified Development Ordinance pertaining to data center development.

The proposed amendments address additional standards related to property setbacks, site screening, operational contacts, noise mitigation, cooling systems, backup power generation, electrical utility capacity, water supply, and wastewater management. The revisions also expand neighborhood notification requirements to include properties within one-half mile of the subject property.

Data centers remain identified as a development plan (DP) in the I-1, I-2, and I-3 zoning districts requiring review by the Planning Commission and approval by the Board of Directors.

At the Planning Commission meeting, Mr. Steven Cox inquired about the proposed amendments. The Planning Commission voted seven (7) in favor and zero (0) opposed to recommend the Board of Directors amend the UDO.

Staff recommends approval of the proposed amendments.

ATTACHMENTS

1. 1_UDO_Ordinance_data_center.pdf
2. Backup UDO Amendment.pdf

ORDINANCE NO._____

AN ORDINANCE AMENDING THE 2019 UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FORT SMITH

WHEREAS, the Board of Directors passed and approved Ordinance No. 87-19 which adopted the Unified Development Ordinance on October 15, 2019, and,

WHEREAS, it is necessary to amend certain sections of the Unified Development Ordinance to provide clarity and remove conflict with other provisions of the municipal code; and,

WHEREAS, the Planning Commission held a public hearing regarding the amendment and recommended on November 10, 2026, that changes be made; and,

WHEREAS, three (3) copies of November 2026 Amendments to the Unified Development Ordinance have been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance; and,

WHEREAS, the November 2026 Amendments to the Unified Development Ordinance includes amendments relative to data centers.

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

SECTION 1: The November 2026 Amendments to the Unified Development Ordinance are hereby adopted.

SECTION 2: The codifier shall codify the adopted amendments by amending existing sections and by adding new sections of the UDO.

SECTION 3: It is hereby found and determined that the adoption of the amendments to the Unified Development Ordinance are necessary to alleviate an emergency created by the lack of regulation of uses of property within the City of Fort Smith so that the protection of the health,

safety and welfare of the inhabitants of the City requires that the amendments be effective, and the amendments are hereby made effective, as of date of approval of this Ordinance.

PASSED AND APPROVED THIS_____DAY OF_____, 2026.

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:

_____
Publish One Time

PLANNING COMMISSION &
BOARD OF ZONING ADJUSTMENT AGENDA
BLUE LION DOWNTOWN, 101 NORTH 2nd ST
November 10, 2026, 5:30 P.M.
Minutes

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

Chairman McCaffrey called for a motion on the October 13, 2026, meeting minutes. Commissioner Griffin Hanna moved to approve the minutes. The motion carried with no objections.

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

10. UDO Amendments

Chairman McCaffrey introduced item 10. Maggie Rice delivered the staff report stating that following the October 5th, 2026, BOD meeting staff added additional requirements to section 27-709 of the UDO pertaining to data center developments. The proposed amendment addresses additional standards related to property setbacks, site screening, noise mitigation, backup power generation, water supply, wastewater management. The revisions also expand neighborhood notification requirements.

Steven Cox was present to speak about the amendments and asked about the one half mile requirement for notification and an explanation of the additional revisions that are proposed. Maggie Rice provided information on all of the additional amendments and Mr. Cox expressed appreciation for the amendments.

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

Chairman McCaffrey called for a vote on item 10. The vote was seven (7) in favor and zero (0) opposed.

Before adjournment, Commissioner Mendenhall asked about clarification for the deadline for the neighborhood meeting in regards to an application. Maggie rice provided the guidelines.

ADJOURN

27-709 **Data Center**

27-709-1 **Purpose**

The purpose of these regulations is described as follows:

A. Protect and enhance the City of Fort Smith.

B. Provide good civic design and arrangement.

C. Preserve natural resources and property values of surrounding property.

27-709-2 **Data Center Locations**

Data centers will require development plan (DP) approval in the I-1, I-2 and I-3 zoning districts.

27-709-3 **Data Center Standards**

In addition to 27-602-4(E) Industrial Building Standards, data centers shall comply with the following:

A. A setback of ~~500~~ 1000 feet shall be required from all property lines.

~~B. Submittal shall include letters from applicable public utilities informing whether there is available capacity to serve the proposed load and whether any required transmission, generation, or substation upgrades have been identified before the Arkansas Public Service Commission.~~

B. The city planning department shall be provided with an on-call contact person. Additionally, the data center shall have a public webpage identifying a single point of contact for the community.

C. All data centers shall be screened from street rights of way and adjoining properties with a wall not less than eight (8) feet in height. The wall shall be:

1) A decorative, opaque wall constructed of stone, brick, tinted/textured concrete masonry units, exterior insulated finished systems (EFIS), or other materials as approved. Main entry gates may utilize non-opaque materials such as wrought iron, steel tubing or similar materials.

2) The wall shall be integrated with the overall architectural design of the development.

3) Wood privacy and vinyl covered chain-link fences are prohibited. Razor wire and barbed wire shall only be permitted when not visible from a street right of way and adjacent property.

D. All mechanical equipment and utility boxes shall be completely screened from adjoining properties and street right-of-way.

E. A data center proposal shall provide a third-party acoustic study prior to the issuance of a building permit with results in compliance with Section 16-45 of the municipal code. Additionally, the applicant must provide a post construction acoustic study including backup power operation with results in compliance with Section 16-45 of the municipal code.

F. All cooling systems shall be either fully air-cooled or high-efficiency liquid cooled closed loop systems, or equivalent technologies designed to minimize water consumption and wastewater discharge. Open-loop and once-through cooling systems are prohibited. Evaporative-only cooling systems that consume potable water as the primary cooling medium are prohibited.

G. Data Center Backup Power Supply

1) A data center shall utilize battery storage as the primary backup power source.

2) Generator use for backup power supply shall comply with the following:

a) Routine, non-emergency generator testing shall be limited to Monday through Friday, 10:00 a.m. to 4:00 p.m., excluding federal and state holidays.

b) The operator shall provide written notice of any scheduled generator testing to all property owners within 1,000 feet not less than 24 hours in advance and shall maintain a public web page listing scheduled testing windows.

H. Public Utilities

1) Power Supply Requirements:

a) If the data center will be served by a public or franchise utility, the applicant shall submit documentation from that utility certifying that the utility will supply the power needed and that other customers/users within the utility's service area will not be negatively impacted. This documentation shall identify whether any required transmission, generation, or substation upgrades have been identified before the Arkansas Public Service Commission.

b) If the data center intends to rely fully upon power sources other than from a public or franchise utility, the applicant shall provide a feasibility study establishing that the power source is adequate to supply all of the data center's power needs.

c) If the data center intends to partially rely upon power supplied by a public or franchise utility as well as alternative power sources, the applicant shall provide:

i. Documentation from the utility certifying that the utility has the capacity to supply the power needed.

ii. Provide a feasibility study showing that the applicant's reliance upon the public electric utility will not negatively impact other customers and users of the utility.

I. Water Supply and Wastewater Requirements.

1) An applicant shall submit a water consumption/wastewater discharge report that provides the estimated normal operating water usage per day, highest water usage per day, and estimated water usage per calendar year.

2) If the data center will be served by the City of Fort Smith, the applicant shall submit documentation certifying that Fort Smith has the capacity to supply the water needed. Additionally, the applicant shall submit documentation certifying that the City of Fort Smith's water system has sufficient current and future capacity for the data center and the needs of the data center will not adversely impact the City of Fort Smith's ability to deliver water to its customers.

3) If the data center intends to rely upon a nonpublic groundwater source or is to rely on surface water withdrawal for any portion of its cooling system, the applicant shall provide a water feasibility study determining if there is an adequate supply of water for the proposed use and to estimate the impact of the water use on existing wells, groundwater, and surface waters.

4) A data center shall comply with all applicable wastewater discharge and pretreatment regulations set forth in Chapter 25 Utilities of the Fort Smith Municipal Code for significant industrial users. Additional conditions and limitations such as monitoring the wastewater discharge into the public sewer system before approving any water or sewer connection may be required.

27-709-4 **Application Requirements**

A. Submittal of a Development Plan Application as defined in Section 27-331 is required for all data center developments allowed in the zoning districts described in 27-709-2. The development plan shall include the data center standards listed in Section 27-709-3.

B. All data center developments shall require review by the Planning Commission and approval of the Board of Directors prior to the issuance of a building permit.

C. Neighborhood property owner notification shall be provided and include all parcels located within ½ mile of the boundaries of the property, including any homeowner's association, neighborhood association or merchants association registered with the Planning and Zoning Department and located within a ½ mile of the parcel.

1. **Planning Commission Action.** Following the public hearing, the Planning Commission may recommend approval, approval as amended, or denial of the proposed amendment.

   a. The Planning Commission's recommendation shall be certified to the Board of Directors.

   b. The Board of Directors shall consider the Planning Commission's recommendation at the second regularly scheduled meeting following action by the Planning Commission.

   c. If the Planning Commission fails to make a recommendation on the application, it shall be deemed to have made a recommendation of denial. At that point the application shall be forwarded to the Board of Directors with no recommendation having been made.

2. **Action by the Board of Directors**. When the Planning Commission certifies a recommendation to the Board of Directors, the Board shall take any action consistent with its authority, including:

   a. Approving the application
   b. Approving the application as amended;
   c. Denying the application;
   d. Returning the application to the Planning Commission with specific questions or issues' or
   e. Continue the application to a date certain.

27-709-~~7~~5 Any standard not specifically covered by this section shall be subject to the general requirements of the Unified Development Ordinance

City of Fort Smith
City Administrator

MEMORANDUM

TO: Jeff Dingman, City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: November 20, 2026

SUBJECT: Water Service for Large Scale Technology and Digital Infrastructure Developments

SUMMARY

The proposed amendment establishes governing body approval for water service connections serving large-scale technology and digital infrastructure developments, including data centers, whether connected directly to the City's water system or through a contract water user, including Barling and Van Buren.

Certain large-scale technology facilities, particularly data centers, may create substantial and continuous water demands depending on their cooling systems and operational requirements. These demands have the potential to affect available water supplies, system capacity, fire protection, and the City's ability to provide reliable service to existing and future customers. Requiring governing body approval ensures that the City publicly evaluates the potential impacts of these developments before committing public water resources.

The required application information, including annual, monthly, average-day, and maximum-day water consumption, fire-flow capacity, and impacts on groundwater and surface water supplies, will provide the information necessary to evaluate the proposed demand and its effect on the City's water system.

Should you have any questions, please do not hesitate to ask.

ATTACHMENTS

1. 3306_Ordinance_Chapter_25_Water_Connection.pdf

ORDINANCE NO._____

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 25 OF THE FORT SMITH MUNICIPAL CODE, ESTABLISHING A PERMIT PROCEDURE FOR CERTAIN CONNECTIONS TO THE UTILITY SYSTEMS OF THE CITY AND CONTRACT USERS; AND, FOR OTHER PURPOSES

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

SECTION 1: Chapter 25, Article III, Section 25-68 is amended to add the following provision as Section 25-68(d):

(d) Any connection of a water service for a large-scale technology or digital infrastructure land use, including a data center, either directly to public water lines of the City or the water lines of a contract water user of the City, including Barling and Van Buren, shall require approval by the governing body. A request for water service shall include projections of anticipated annual, monthly, average-day, and maximum day consumption, fire-flow capacity, and impacts on existing ground water and surface water supplies.

SECTION 2: The codifier of the City's ordinances shall codify the amendment adopted by Section 1 as Code Section 25-68(d).

SECTION 3: It is hereby found and determined that the adoption of the amendment to the Chapter 25 is necessary to alleviate an emergency created by the lack of regulation of uses of property within the City of Fort Smith so that the protection of the health, safety and welfare of the inhabitants of the City requires that the amendment be effective immediately, and the amendment is hereby made effective, as of date of approval of this Ordinance.

THIS ORDINANCE ADOPTED THIS_____DAY OF_____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
Publish 1 time

MEMORANDUM

TO: Jeff Dingman, City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: November 20, 2026

SUBJECT: Real Estate Contract – Parking Garage - 715 Rogers Avenue

SUMMARY

The City has received an offer from Vasiliki Investments, LLC, in the amount of $201,000.00 for the purchase of 715 Rogers Avenue.

As part of the proposed sale, Vasiliki Investments will assume the following post-closing obligations:

1. Maintain the parking garage as a paid, public parking facility for five (5) years following closing.
2. Provide the City with sixty (60) complimentary parking spaces within the garage for three (3) years following closing.
3. Repair the garage elevator and ensure it is in proper working order within one (1) year following closing.

Should the Board approve the resolution authorizing the sale of the property, the City will be required to provide the State of Arkansas with thirty (30) days' notice of its intent to terminate the 2005 parking agreement.

The closing date has been set for January 29, 2027, allowing for the property plat to be filed and the thirty (30)-day notice period to the State of Arkansas has expired.

Should you have any questions please do not hesitate to ask.

ATTACHMENTS

1. 8_715_Rogers_Resolution.pdf
2. Parking Garage Backup.pdf

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR SALE BETWEEN THE CITY AND VASILIKI INVESTMENTS, LLC FOR THE SALE OF PROPERTY LOCATED AT 715 ROGERS AVENUE

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

SECTION 1: The Agreement for Sale between the City, as seller, and Vasiliki Investments, LLC, as purchaser, which is incorporated herein by reference, for the sale of City property located at 715 Rogers Avenue is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Agreement for Sale approved by section 1 hereof.

SECTION 3: The City Administrator and the City Attorney are hereby authorized to take all necessary actions to effectuate the sale and transfer of the real property at 715 Rogers Avenue in accordance with the Real Estate Contract approved by section 1 hereof.

This Resolution adopted this _____ day of December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____NPR
City Attorney

AGREEMENT OF SALE

This Agreement of Sale (the "Agreement") is entered into by and between the City of Fort Smith, Arkansas, an Arkansas municipal corporation ("Seller") and Vasiliki Investments, LLC, an Arkansas limited liability company ("Purchaser") (Seller and Purchaser 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 (the "Effective Date").

WITNESSETH:

Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the real estate located in Fort Smith, Sebastian County, Arkansas, consisting of 1.212 acres, more or less, located at 715 Rogers Avenue (Parcel Nos. 16477-0005-00502-00 and 17332-0021-00000-00) legally described on Exhibit "A" and depicted on Exhibit "B," each respectively attached hereto and made a part hereof (the "Land"), together with all improvements located thereon ("Improvements"), free and clear of all encumbrances ("Encumbrances") except the Encumbrances noted on Exhibit "B" and those that are not cured by the Seller and which are accepted by Purchaser pursuant to Section 2 hereof ("Permitted Encumbrances"), upon and subject to the terms, provisions, and conditions hereinafter set forth. The Land and Improvements, subject to the Permitted Encumbrances, if any, are hereinafter collectively referred to as the "Property."

The following terms, provisions, and conditions are further agreed to:

1. Purchase Price, Earnest Money and Independent Agreement Consideration. The purchase price for the Property is Two Hundred, One Thousand and 00/100 Dollars ($201,000.00) (the "Purchase Price"), subject to adjustments and prorations as provided herein. Within five (5) days after the Effective Date, Purchaser shall deliver to the Title Company, as defined in Section 2 below, a wire transfer or cashier check payable to the Title Company in the amount of Thirty Thousand Dollars ($30,000.00) ("Earnest Money") which shall be applied or delivered by the Title Company as provided herein. Seller and Purchaser agree that One Hundred and No/100 Dollars ($100.00) of the Earnest Money shall be considered as independent consideration to secure an Inspection Period, defined in Section 4 below, to permit Purchaser to conduct, at Purchaser's sole cost and expense, independent inspections, studies or assessments to determine the Property's suitability for Purchaser's intended use. Purchaser may terminate this Agreement for any reason, or no reason, prior to the expiration of the Inspection Period by providing Seller with written notice of termination. If Purchaser terminates this Agreement prior to the expiration of the Inspection Period, Seller shall retain One Hundred and No/100 US Dollars ($100.00) from the Earnest Money as liquidated damages for Purchaser's termination of the Agreement. In the event Purchaser does not exercise its right to terminate this Agreement prior to the expiration of the Inspection Period, the Earnest Money shall be non-refundable upon expiration of the Inspection Period and shall be delivered to Seller in the event Purchaser fails to close on the Closing Date. However, the full amount of the Earnest Money shall be credited to the Purchase Price at Closing.

2. Title Insurance and Survey.

(a) Seller shall provide to Purchaser a standard form ALTA title insurance commitment (the "Title Insurance Commitment") covering the Property and issued by Waco Title Company, 7300 Cameron Park Drive, Fort Smith, Arkansas 72903 (the "Title Company"), together with copies of all instruments, if any, referred to in the Title Insurance Commitment as exceptions to the title or Encumbrances relating to the Property. The expense of additional/extended coverage or the deletion of standard exceptions or cancellation fees, if any, shall be the responsibility of the Purchaser. If this Agreement terminates as a result of Purchaser=s default, then Purchaser shall be responsible for any cancellation fees charged by the Title Company.

(b) Seller's most recent survey of the Land ("Survey") is attached hereto as Exhibit "C." If a new or updated survey is required by the Title Company, Purchaser shall be responsible for obtaining and paying for the same. Purchaser may, at Purchaser's sole cost and expense, obtain a new or updated survey and deliver the new or updated survey to Seller and Title Company prior to the expiration of the Inspection Period. Seller reserves the right to approve any legal description on the new or updated survey which differs from the legal description on the Survey. In connection with Purchaser's rights to obtain a new or updated survey, Purchaser and its agents and employees shall have the right to enter the Property for the purpose of conducting a survey. In the event that Purchaser, its agents or employees enter the Property for the purpose of completing a survey and causes any damage to the Property, Purchaser shall restore the Property to the condition in which it existed immediately prior to accessing the Property for such survey. Prior to accessing the Property to conduct a survey, Purchaser shall provide to Seller a certificate of insurance and applicable endorsements evidencing coverage for Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance insuring Seller against any loss or damage related to or arising from or alleged to arise from Purchaser's survey of the Property.

(c) During the Inspection Period, Purchaser may review the Title Insurance Commitment. If Purchaser objects ("Objections") to any items on either the Title Insurance Commitment or Survey, Purchaser shall provide written notice of such Objections to Seller prior to the expiration of the Inspection Period. Purchaser's Objections shall be deemed to have been waived if Purchaser does not provide written notice to Seller on or before 5:00 p.m. Central Time of the last day of the Inspection Period of Purchaser's Objections. If Purchaser provides written notice of such Objections to Seller, Seller may, but shall have no obligation to, cure such Objections.

Within ten (10) days after receipt of Purchaser's written notice of such Objections, Seller shall provide written notice to Purchaser of those Objections it elects to attempt to cure and Seller shall have until five (5) days before Closing to cure such Objections; provided that Seller shall have no obligation to cure any Objections. Any failure of Seller to provide such written notice shall be deemed Seller's election not to cure any such Objections. If Purchaser gives written notice of such Objections and Seller elects (or is deemed to have elected) not to cure such Objections, Purchaser may either (A) terminate this Agreement by giving written notice thereof to Seller within

five (5) days after Seller's election (or deemed election), or (B) waive the Objections and consummate the purchase of the Property subject to the Objections which shall be deemed to be Permitted Encumbrances.

3. Conveyance Documents. At the Closing, Seller shall execute and deliver to Purchaser a general warranty deed (the "Deed") conveying fee simple title to the Property to Purchaser, subject to easements, rights-of-way, Permitted Encumbrances, oil and gas leases and mineral reservations of record, if any. The Deed shall (i) be substantially in the form attached hereto as Exhibit "D" (the "Form of Deed"); (ii) set forth in full the post-closing covenants of Purchaser in paragraph 6 below (the "Post-Closing Covenants") as covenants running with the land and equitable servitudes burdening the Property; (iii) except and reserve to Seller the City Parking Rights described in paragraph 6(b); and (iv) be executed and acknowledged by Purchaser as well as Seller, to evidence Purchaser's acceptance of, and agreement to be bound by, the Post-Closing Covenants. The Deed shall be recorded at Closing before any mortgage, deed of trust, or other lien granted by Purchaser, and Purchaser shall not grant or permit any lien on the Property that is prior to, or that requires subordination of, the Post-Closing Covenants or the City Parking Rights.

4. Condition of Property; Inspections, Studies or Assessments.

(a) No representations or warranties of any kind have been made by Seller for the Property or by anyone on Seller=s behalf as to the condition of the Property described herein or any improvements thereon, and it is understood and agreed by the parties that the Property is sold "AS IS, WHERE IS B WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" at the time of Closing.

(b) Purchaser shall have a period of thirty (30) days from the Effective Date ("Inspection Period") to conduct any and all inspections, tests, Inspection studies and such other investigations (collectively, "Inspections") of the Property as Purchaser, in Purchaser's sole discretion, deems prudent. In connection with Purchaser's rights to conduct Inspections, Purchaser and its employees and agents shall have the right to enter the Property for the purpose of making such Inspections. In the event that Purchaser, its employees or agents enters the Property for the purpose of conducting Inspections and causes any damage to the Property, Purchaser shall restore the Property to the condition in which it existed immediately prior to conducting such Inspections. Prior to conducting such Inspections, Purchaser shall provide to Seller a certificate of insurance and applicable endorsements evidencing coverage for Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance insuring Seller against any loss or damage related to or arising from or alleged to arise from Purchaser's Inspections.

(c) If Purchaser is not satisfied with the condition of the Property or its suitability for Purchaser's intended use, as determined in Purchaser's sole discretion, Purchaser may elect, at any time prior to expiration of the Inspection Period, to terminate this Agreement. Purchaser's election to terminate the Agreement shall be deemed to have been waived if Purchaser does not

provide written notice to Seller on or before 5:00 p.m. Central Time of the last day of the Inspection Period of Purchaser's election to terminate the Agreement. In the event Purchaser timely elects to terminate this Agreement, the Earnest Money shall be returned to Purchaser free of all claims of Seller thereto, and neither party shall have any further liability or obligation hereunder, except for liabilities accrued prior to such termination (or which survive termination).

(d) Any documents or reports Seller provides to Purchaser including, but not limited to, Environmental Site Assessments, Soil Reports, and all other engineering, environmental, geotechnical and similar reports, are for information only and shall not be relied upon by Purchaser. Seller makes no representation or warranty regarding the accuracy of any such documents provided and Purchaser shall not share the documents with any third party. If Purchaser fails or refuses to consummate the purchase of the Property pursuant to this Agreement, Purchaser shall return to Seller all documents it received from Seller under this Section.

5. Closing. The Closing shall take place at the office of the Title Company on or before January 29, 2027 (the "Closing Date").

6. Post-closing Covenants of Purchaser. Purchaser, for itself and its successors and assigns and each subsequent owner of all or any part of the Property (each, an "Owner"), covenants with Seller and Seller's successors and assigns, that Purchaser and each Owner, at its sole cost and expense, will:

(a) maintain the parking garage improvements upon the Property ("Parking Garage") as a paid, public parking facility for a period of five (5) years following the Closing;

(b) permit the Seller and its successors and assigns to use, free of charge and twenty-four (24) hours per day, seven (7) days per week, sixty (60) parking spaces within the Parking Garage, in a location designated by Purchaser and reasonably approved by Seller, which location shall not be changed without Seller's written consent ("City Parking Spaces"), for a period of three (3) years following the Closing Date, which right shall be excepted and reserved to Seller in the Deed as an easement in gross (the "City Parking Rights"). Purchaser shall furnish at no cost any access cards or credentials reasonably required to use the City Parking Spaces, and shall not tow, boot, or ticket any vehicle authorized by Seller while parked in a City Parking Space. The City Parking Spaces shall be for use by the Seller's employees, officers, contractors, agents, or others, in the sole discretion of the Seller; and,

(c) repair the elevator within the Parking Garage within one (1) year after the Closing Date so that said elevator is in proper working order, as evidenced by a current certificate of operation or passed inspection issued by the applicable State of Arkansas elevator safety authority, a copy of which Purchaser shall deliver to Seller within ten (10) days after issuance. Purchaser shall not be released from its obligation under this paragraph 6(c) by any transfer of the Property until that obligation is fully performed.

The Post-Closing Covenants and the City Parking Rights (i) shall be set forth in full in the Deed; (ii) are expressly intended by the Parties to survive the Closing and the delivery and recording of the Deed, and shall not merge into the Deed, notwithstanding paragraph 15 or any

rule of law to the contrary; (iii) touch and concern the Property, shall run with the land, and shall be binding upon Purchaser, each Owner, and their respective successors, assigns, lessees, and any operator of the Parking Garage, whether or not privity of estate exists; and (iv) may be enforced by Seller and its successors and assigns by any remedy available at law or in equity, including specific performance and injunctive relief, the Parties agreeing that a breach of the Post-Closing Covenants would cause Seller irreparable harm for which damages alone are not an adequate remedy.

7. Pro-rations. Taxes and special assessments due on or before Closing shall be paid by Seller. Taxes and special assessments shall be prorated as of Closing, unless otherwise specific herein.

8. Closing Costs. Costs of Closing shall be allocated between Seller and Purchaser as follows:

(a) Seller shall pay (i) one-half (½) of the closing and escrow fee of the Title Company; (ii) the cost of the Owner's Title Insurance Policy premium; (iii) the cost to prepare the Deed; (iv) all real property taxes and special assessments, if any, due with respect to the Property for all years prior to the year in which Closing occurs and pro-rata real property taxes, if any, through the date of Closing for the year in which Closing occurs; and, (v) the costs of obtaining any other items to be delivered by Seller to Purchaser at Closing;

(b) Purchaser shall pay (i) one-half (½) of the closing and escrow fee of the Title Company; (ii) any charges for the Owner's Policy of Title insurance other than the premium, including, but not limited to, the search and exam fee and endorsements or deletions to the Title Policy; (iii) the cost of the premium for mortgagee's title insurance; (iv) the cost for preparation of loan documents; and, (v) the cost to record the Deed and any other conveyance documents that Purchaser may choose to record; and,

(c) Any expenses, charges and fees of the Closing not specifically allocated herein shall be borne by the party incurring same, or as is customary for real property transactions consummated in Sebastian County, Arkansas. Each party shall bear their own attorney's fees and cost.

9. Default. (a) If Purchaser fails or refuses to comply fully with the terms of this Agreement for any reason, including any failure after Closing to perform the Post-Closing Covenants, Seller may pursue any legal or equitable remedy, including, without limitation, a suit for specific performance.

(b) If Seller fails or refuses to comply fully with the terms of this Agreement for any reason, Purchaser may, at its option, either (i) rescind this Agreement whereupon the Earnest Money, if any, will be refunded to Purchaser or (ii) pursue any other legal or equitable remedy, including, without limitation, a suit for specific performance.

10. Assignment. This Agreement may not be assigned by Purchaser unless written consent of Seller is obtained, such consent not to be unreasonably withheld. Any permitted assignment shall be conditioned upon the assignee's written assumption of Purchaser's obligations under this Agreement, including the Post-Closing Covenants, and shall not release Purchaser from those obligations.

11. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received upon being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, or by electronic mail, as the case may be, at the address set forth below, or if sent by overnight courier or by any other reasonable means, such notice shall be deemed received when actually delivered to and received or refused by the party to whom such notice is directed. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: City of Fort Smith
623 Garrison Ave.
Fort Smith, AR 72901
Attn: City Administrator

If to Purchaser: Vasiliki Investments, LLC
_____
_____
Attn: _____
Email: _____

If to title company: Waco Title Company
7300 Cameron Park Drive
Fort Smith, AR 72903
Attn:_____
Email: _____

12. Buyer's Agent Commission. Seller agrees to pay 3% of the Purchase Price at Closing to Aaron Peters Real Estate, LLC for Purchaser's agent commission.

13. Contingency. Purchaser's offer to purchase the Property is expressly contingent upon Purchaser's satisfaction of obtaining satisfactory financing, in Purchaser's sole discretion, within five (5) days after the Effective Date of this Agreement. Purchaser shall notify Seller in writing when the contingency is satisfied. If Purchaser fails to provide such written notice before the indicated deadline that the contingency has been satisfied, then this Agreement shall be terminated with Purchaser and Seller both agreeing to sign a written termination of this Agreement, with Purchaser to receive a refund of the Earnest Money and Purchaser and Seller shall have no further obligation to each other unless otherwise provided in this Agreement.

14. Agency. Listing Firm represents Seller and Selling Firm represents Purchaser: Purchaser and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is

employed by Purchaser. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Purchaser. Purchaser acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Purchaser.

15. Entire Agreement. This Agreement contains the entire agreement between Purchaser and Seller, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplated by this Agreement. This Agreement includes its Exhibits, including the Form of Deed. Nothing in this paragraph 15 shall cause the Post-Closing Covenants, or any other provision of this Agreement that by its terms survives the Closing, to merge into the Deed.

16. Modifications. The terms of this Agreement may not be amended, waived, or terminated orally, but only by an instrument in writing signed by both Purchaser and Seller.

17. Attorney's Fees. Seller and Purchaser agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

18. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors/heirs and, to the extent permitted by paragraph 10, assigns. The Post-Closing Covenants shall also bind each Owner as provided in paragraph 6. Paragraphs 3, 6, 9(a), 11, 16, 17, 18, and 19 shall survive the Closing and the delivery and recording of the Deed.

19. Governing Law. This Agreement shall be governed by and interpreted under the laws of the state of Arkansas.

20. No Presumption Against Drafter. Both parties have freely negotiated this Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

21. Counterparts Deemed Original. This Agreement may be executed in one or more counterparts (including by facsimile), all parties need not be signators to the same documents, and all counterpart-signed documents shall be deemed to be an original and one (1) instrument.

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

WHEREOF, Seller and Purchaser have executed this Agreement of Sale as of the day and year first above written.

SELLER:

City of Fort Smith, Arkansas

By: _____
Name:_____
Title:_____

PURCHASER:

Vasiliki Investments, LLC, an Arkansas limited liability company

By:_____
Name: _____
Title: _____

Exhibit A

Lots 1 through 4 and the east half of Lot 5, Block 502, Reserve Addition and part of Lots 17 through 21, Southside Garrison Avenue, being part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

Beginning at the southwest corner of said Lot 1, said point being marked with a set mag nail; Thence N49°29’49”W, 224.93 feet; Thence N40°31’08”E, 105.70 feet to a set mag nail; Thence N43°11’00”W, 12.70 feet to a set mag nail; Thence N40°31’14”E, 83.43 feet to a set mag nail; Thence S49°29’49”E, 50.19 feet; Thence N40°31’14”E, 7.82 feet; Thence S49°29’49”E, 1.53 feet; Thence N40°31’14”E, 1.79 feet to the face of a brick wall; Thence S49°29’49”E, 0.40 feet along said wall; Thence N40°31’14”E, 1.50 feet along said wall; Thence N49°29’49”W, 0.40 feet along said wall; Thence along said wall, and said wall extended, N40°41’43”E, 98.38 feet to a set mag nail on the north line of said Lot 18; Thence along said north line, S49°29’49”E, 48.06 feet to an existing chiseled “X”; Thence leaving said north line, S40°31’14”W, 101.67 feet to an existing iron pin; Thence S49°29’49”E, 7.27 feet to an existing iron pin; Thence N40°31’14”E, 2.17 feet to an existing iron pin; Thence S49°29’49”E, 31.33 feet to a set 1/2" rebar; Thence S40°31’14”W, 2.17 feet to a set 1/2" rebar; Thence S49°29’49”E, 60.15 feet to a set mag nail; Thence S40°31’14”W, 4.99 feet to a set 1/2" rebar; Thence S49°29’49”E, 40.10 feet to a set 1/2" rebar; Thence N40°31’14”E, 106.66 feet to a set mag nail; Thence S49°29’49”E, 11.26 feet to a set mag nail at the northeast corner of said Lot 21; Thence S40°31’14”W, 220.60 feet to a set mag nail at the southeast corner of said Lot 21; Thence N43°11’00”W, 12.71 feet to a set mag nail at the northeast corner of said Lot 1; Thence S40°31’14”W, 80.82 feet to the Point of Beginning. Containing 1.212 acres, more or less.

Exhibit B

PLAT CERTIFIED CORRECT:

.....
Douglas Ray Whitlock
Professional Surveyor
Arkansas No. 1369

PLANNING COMMISSION APPROVAL:

Date .....

Chairman .....

Secretary .....

Standard Right-of-Way And Dedication Statement

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

ALLOTTERS: City of Fort Smith, Arkansas

.....
(SIGNATURE)

.....
(PRINTED NAME)

STATE OF ARKANSAS
COUNTY OF SEBASTIAN: Sworn and subscribed before me

this ..... Day of .....

Notary Public .....

My Commission Expires .....

BOUNDARY DESCRIPTION

Lots 1 through 4 and the east half of Lot 5, Block 502, Reserve Addition and part of Lots 17 through 21, Southside Garrison Avenue, being part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

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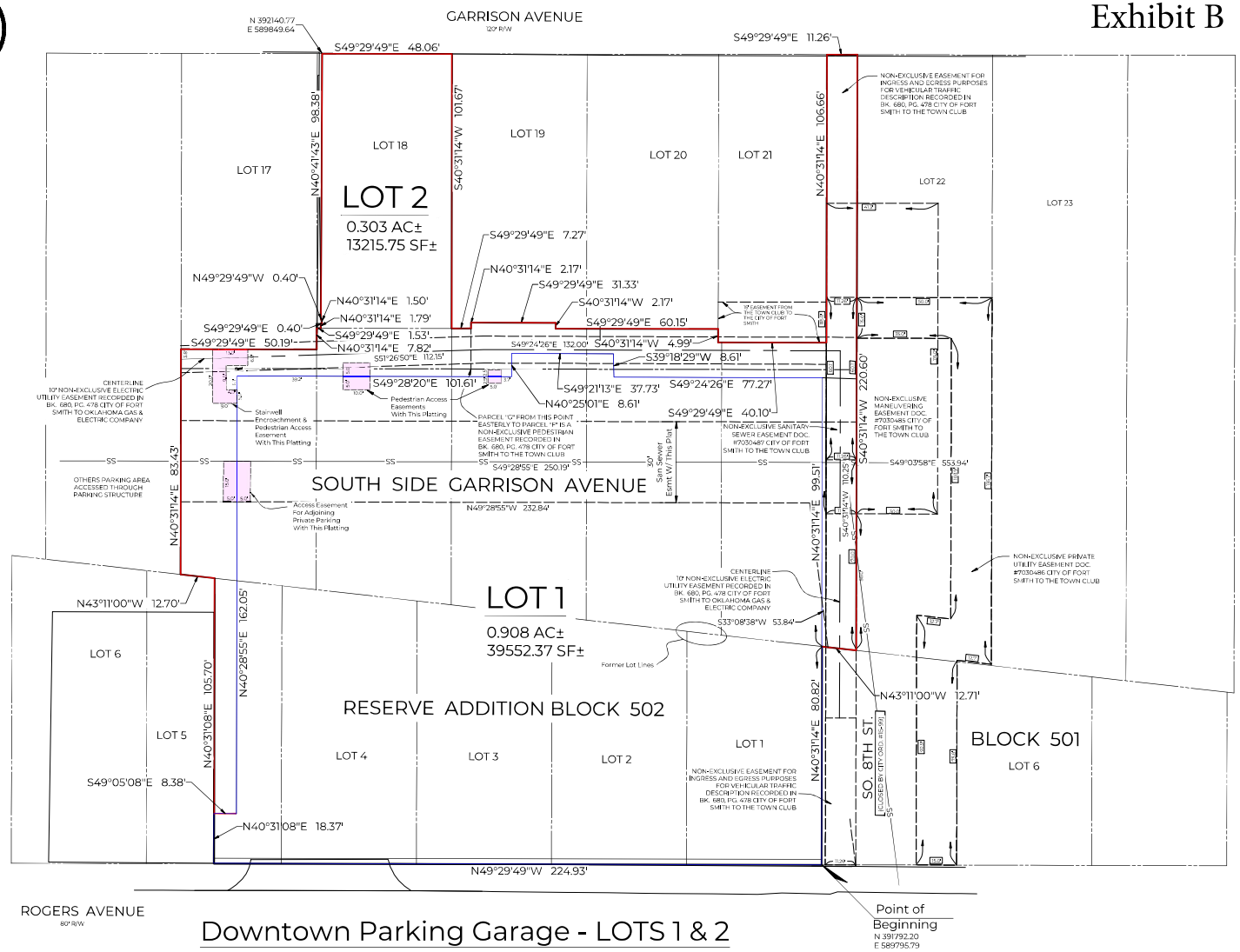
LEGEND

Existing Easement	
Proposed Easement	
Landscape Reservation	
Right-of-Way	R/W
Building Setback Line	
Lot Line	

NOTES:

1. Lot Corners Monumented in Field.
2. Basis of Bearings: Bearings are Grid, AR North Zone, NAD83.
3. Basis of Coordinates: Coordinates are NAD83, Arkansas State Plane, North Zone, U.S. Survey Feet.



Downtown Parking Garage - LOTS 1 & 2

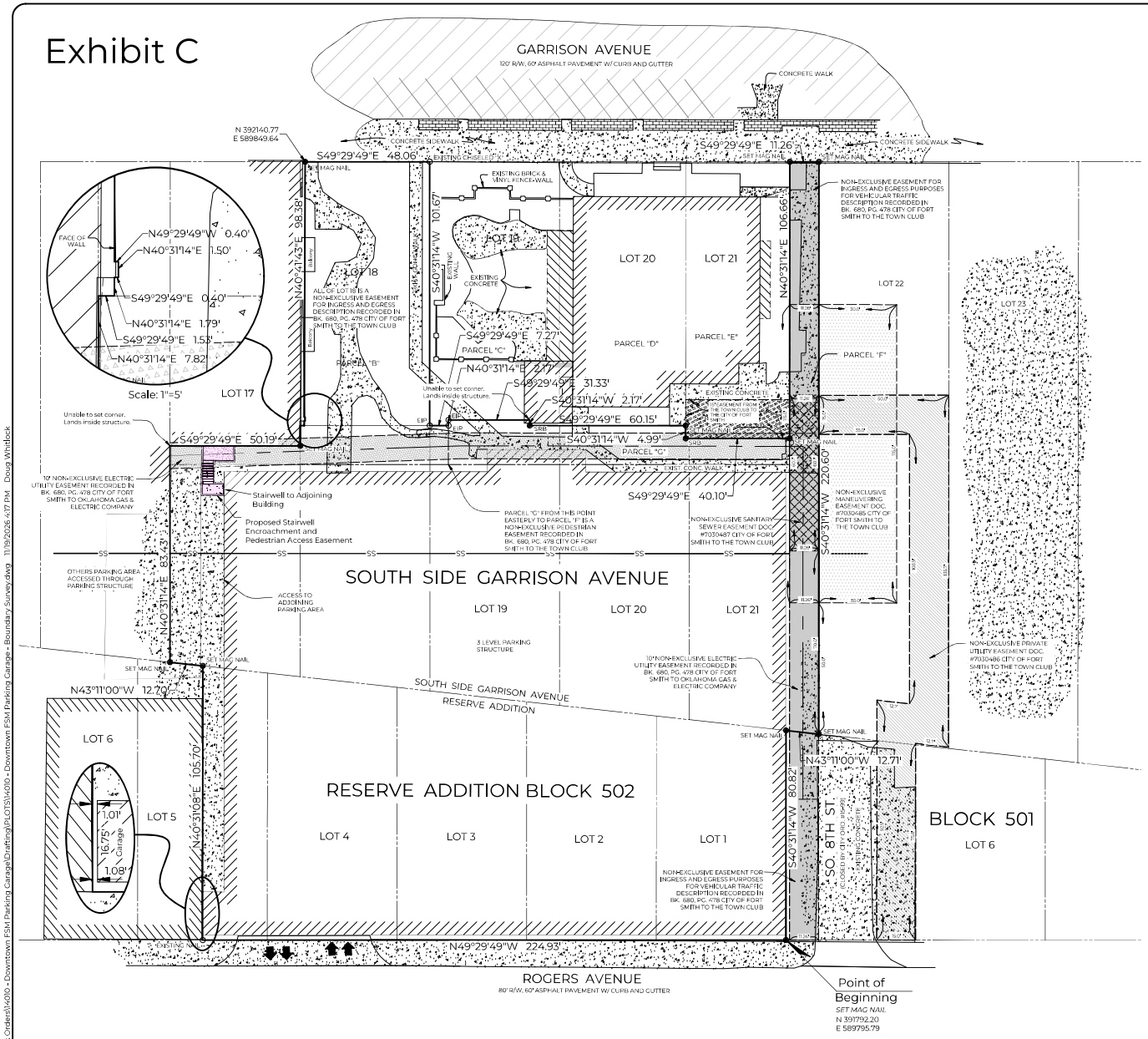
Being a replat of Lots 1 through 4 and the east half of Lot 5, Block 502, Reserve Addition and part of Lots 17 through 21, Southside Garrison Avenue
Fort Smith, Sebastian County, Arkansas

MICKLE GRIFFIN
ENGINEERS - SURVEYORS
3434 Country Club Ave. | P.O. Box 8130
Phone: (479) 649-8484
Fax: (479) 649-8486
Fort Smith, AR 72903
info@micklegriffin.com

Scale: 1"=20' November 2, 2026

K:\Work Orders\1400 - Downtown FSM Parking Garage\Drafting\Exhibits\Working Dwgs\1400 - Downtown FSM Parking Garage (10-22-26).dwg 11/19/2026 4:14 PM Doug Whitlock

Exhibit C



LEGEND

- SRB = SET ½" REBAR
- EIP = EXISTING IRON PIN, ½" REBAR
- = ASPHALT PAVEMENT
- = CONCRETE PAVEMENT
- = GRAVEL
- = BUILDING SETBACK LINE
- = EASEMENT LINE
- FM = FORCE MAIN
- R/W = RIGHT OF WAY LINE
- SS = SANITARY SEWER LINE
- SSL = SANITARY SEWER SERVICE LINE
- W = WATER LINE
- WSL = WATER SERVICE LINE
- GAS = GAS LINE
- UE = UNDERGROUND ELECTRIC LINE
- UT = UNDERGROUND TELEPHONE LINE
- UFO = UNDERGROUND FIBER OPTIC LINE
- OH = OVERHEAD POWER LINE
- x = FENCE
- MHSS = SANITARY SEWER MANHOLE
- WM = WATER METER
- PP = POWER POLE
- GM = GAS METER
- LP = LIGHT POLE
- FH = FIRE HYDRANT

20 0 20
SCALE IN FEET

Basis of Bearings:

Bearings are Grid, Arkansas State Plane, North Zone, NAD83, based upon GPS Observation.

FLOOD INFORMATION

Based upon review of FEMA FIRM 05131C0020E with a revised date of May 20, 2010 and by graphic plotting only, the subject property is determined to be in zone "X".

BOUNDARY DESCRIPTION

Lots 1 through 4 and the east half of Lot 5, Block 502, Reserve Addition and part of Lots 17 through 21, Southside Garrison Avenue, being part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Being more particularly described as follows:

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CERTIFICATION

I hereby certify that I have had surveyed this date under my supervision the described property. The property is in accordance with established property lines and any improvements and encroachments are as shown. This survey is made for the exclusive use of the present owners of the property and also those who purchase, mortgage, and guarantee title thereto and as to them I warrant the accuracy of said survey and map.

STATE OF ARKANSAS No. 1369 SURVEYOR SIGNATURE

Douglas Ray Whitlock,
Professional Surveyor
Arkansas Registration No. 1369

Survey for:
CITY OF FORT SMITH

CERTIFICATE OF AUTHORIZATION — MICKLE GRIFFIN, LLC No. 4292 — ARKANSAS ENGINEER

MICKLE GRIFFIN
ENGINEERS - SURVEYORS
3434 Country Club Ave, | P.O. Box 8130
Phone: (479) 649-8484
Fax: (479) 649-8486
Fort Smith, AR 72903
info@mickle-griffin.com

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By	Revision	Date

BOUNDARY SURVEY
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

LOTS 1-4 & PART OF LOT 5, BLOCK 502, RESERVE ADDITION AND PART OF LOTS 17-21, SOUTHSIDE GARRISON AVENUE

Job Number	Date
1400	OCT 2026
Approved By	Drawn By
DRW	BC
Scale	
1"=20'	
Sheet Number	
1 OF 1	

K:\Work Orders\1400 - Downtown FSM Parking Garage\Drafting\PLOTS\1400 - Downtown FSM Parking Garage - Boundary Survey.dwg 11/19/2026 4:17 PM Doug Whitlock

MEMORANDUM

TO: Jeff Dingman, City Administrator

FROM: Sherri Gard, City Clerk

DATE: November 25, 2026

SUBJECT: Board of Directors Meetings in 2027

SUMMARY

At the November 10, 2026 study session, the Board reviewed various meeting dates for 2027 whereby the Board concurred to the following:

REGULAR MEETINGS: 6:00 p.m., Blue Lion, 101 North 2nd Street, first and third Tuesday of each month with the exception of October and December.

In October, the first regular meeting is scheduled for Monday, October 4 to afford the Mayor and Board the opportunity to attend the annual National Night Out event on Tuesday, October 5. In December, the second regular meeting would typically be scheduled for Tuesday, December 21; however, such is the week of Christmas. Due to such, the second regular meeting is scheduled for Tuesday, December 14.

STUDY SESSIONS: 6:00 p.m., Blue Lion, 101 North 2nd Street, second and fourth Tuesday of each month with the exception of March, November and December.

In March and November, no study sessions will be held on Tuesday, March 23 as such is the week of Fort Smith Public Schools spring break or Tuesday, November 23 as such is the week of Thanksgiving. In December no study session will be scheduled for December 14 as such is scheduled for a regular meeting or December 28 as such is the week of New Year's Day.

For convenience, below is a list of dates for regular meetings and study sessions, as well as the dates in which no meeting will be held and the associated reason:

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

STRATEGIC WORKSHOP: Friday, June 4 (recommended)

BUDGET HEARING: Friday, November 19, 2026 (recommended)

As required by law, the Board must set regular meetings by ordinance; therefore, the proposed ordinance accomplishes such and formally sets the dates, time, and location for all Board of Directors regular meetings in 2027 as provided above. The 2027 Board Meeting Calendar is also attached for reference.

In 2021, the City Attorney drafted language establishing a procedure to address when inclement weather or other emergency arises that requires the cancelation and rescheduling of any meeting of the Board. Said verbiage is retained and included as Section 2 of the subject ordinance for 2027.

No formal action is required with regard to other meetings of the Board, i.e. study sessions, strategic workshop, budget hearing, etc.

Please let me know if you have any questions.

ATTACHMENTS

1. 7_Ordinance_-_Set_Meeting_Dates_for_Year.pdf
2. 2027 Board Meeting Calendar (2).pdf

ORDINANCE NO. _____

ORDINANCE SETTING THE DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF DIRECTORS FOR THE YEAR 2027

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

SECTION 1: In 2027, all regular meetings of the Fort Smith Board of Directors shall be held at 6:00 p.m. on the first and third Tuesday of each month, with the exception of October and December whereby such will be held on Monday, October 4 and Tuesday, October 19; and, Tuesdays, December 7 and 14, 2027.

SECTION 2: In the event of inclement weather or other emergency, the board of directors may cancel and reschedule any meeting of the board upon notice of at least four (4) directors to the city clerk. Notice may be given in writing or by phone and notice to cancel shall include the date and time of the rescheduling of the meeting. Following notice by a least four (4) directors, the City Clerk shall promptly notify the board, city administrator, mayor, and news media of the cancellation and rescheduling of the meeting. The City Clerk shall reasonably attempt to notify all other persons or entities interested in all agenda items of the cancelled meeting. Prior to the rescheduled meeting, the City Clerk shall cause notice required by the Arkansas Freedom of Information Act to be given.

SECTION 3: All regular meetings of the Fort Smith Board of Directors shall be held at the structure currently known as the Blue Lion, 101 North 2nd Street.

THIS ORDINANCE ADOPTED THIS 1st DAY OF December, 2026.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Publish one time

2027 BOARD MEETING CALENDER

Discussed at the November 10, 2026 Study Session

~ January 2027 ~

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

~ February 2027 ~

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

~ March 2027 ~

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

~ April 2027 ~

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

~ May 2027 ~

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

~ June 2027 ~

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

~ July 2027 ~

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

~ August 2027 ~

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

~ September 2027 ~

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

~ October 2027 ~

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

~ November 2027 ~

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

~ December 2027 ~

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

City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, City Administrator

DATE: November 12, 2026

SUBJECT: Agreement for animal shelter services with Fort Smith Animal Haven, Inc.

SUMMARY

Representatives from the Fort Smith Animal Haven, Inc. (FSAH) Board of Directors were present at the November 10 study session at the request of the Board of Directors to address operational items for the past year and plans upcoming for 2027. FSAH provided additional information related to their operating costs, and that information is attached.

A major item addressing future operations was the fact that the existing services agreement with the city expires April 30, 2027. FSAH presented and discussed a draft agreement that proposes renewal of services, an increase in both fixed fees and variable costs, and a initial 10-year term with a provision for an additional five years upon mutual agreement proposed in support of a privately-led capital campaign to raise funds for a purpose-built animal shelter facility on property that the FSAH nonprofit would own. The purpose-built facility would allow for operating efficiencies and improved conditions for the animals served.

Board members directed that an ordinance approving the agreement be placed on the November 17 regular meeting for consideration, where additional discussion was held before it was tabled to the December 1 meeting. The Board suggested specific elements of the draft agreement to revisit with FSAH before an adjusted agreement is presented on December 1. Those elements include:

1. Inclusion of an annual audit requirement and specification that information related to the city agreement is subject to AFOIA:
2. Discussion of how activity metrics are measured or reported in this agreement;
3. Tying the total cost projection to not exceed the amount the city budgeted for the program;
4. The contract term to something shorter than a 10-year initial term.
5. Language about joint determination of animal status including animal control officers and the shelter; and
6. Language that the new agreement replaces the previous one.

The attached agreement addresses most of these items, although not all items were agreed to.FSAH is not agreeing to audited financial statements at this time, as the projected annual cost for this effort is estimated at least $25,000. They will continue to provide the financial statements monthly, including the balance sheet and income statement, along with doing their annual Form 990. If the parties move forward with the second one-year term, FSAH is open to

revisiting the need for an audit. FSAH agrees to requiring monthly reporting of intake, adoptions, reclaims, and transports, as covered in Section 10. In place of length of stay, the proposed reporting days available for adoption as a better measure. Setting and adhering to specific performance metrics indicates relies on factors outside of their control. FSAH is also agreeable to a provision for five one-year terms in stead of the initial 10-year term, and that language is incorporated, as well as language specifying that contract obligations will not exceed the amount the city appropriates in its budget.

Board members also asked that an Attorney General's opinion related to the constitutionality of such a public services agreement and the element of waiving competitive bidding due to exceptional circumstances be requested. City Attorney Colby Roe forwarded such request via State Representative Zach Gramlich to the AG's office.

Please contact me with questions regarding this agenda item.

ATTACHMENTS

1. 20261201_Ordinance_re_FSAH.pdf
2. 20261125 Fort Smith Animal Haven_Agreement_CTR edits.pdf

ORDINANCE NO. _____

ORDINANCE DECLARING AN EXCEPTIONAL SITUATION; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING; AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ANIMAL SHELTER SERVICES WITH FORT SMITH ANIMAL HAVEN INC.

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

SECTION 1: An exceptional situation exists requiring the waiving of the conditions of competitive bidding, so that competitive bidding requirements are hereby waived for provision of animal shelter services.

SECTION 2: The Agreement for Animal Shelter Services between the City and Fort Smith Animal Haven Inc., incorporated herein by reference, is hereby approved.

SECTION 3: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the agreement with Fort Smith Animal Haven Inc. approved by Section 1 hereof.

PASSED and APPROVED this _____ day of December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

AGREEMENT FOR ANIMAL SHELTER SERVICES

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

RECITALS

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

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

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

WHEREAS, FSAH and the City have discussed an agreement for FSAH to provide Animal shelter services for the City through December 31, 2027; and

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

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

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

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

2. Term. This Agreement shall commence on January 1, 2027 ("Effective Date") and shall terminate on December 31, 2027, unless terminated earlier as provided and permitted herein (the "Term"). This Agreement may be renewed for five, sequential one (1) year terms if agreed to, in writing, by both parties at least 90 days prior to the expiration of the Term or subsequent renewal term. The total term of this Agreement may not extend beyond December 31, 2032.

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

4. Duties and Services to be Provided by FSAH.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Payments to FSAH for Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Not to Exceed Amount. The amount of fees paid under this Agreement by the City to FSAH (cumulative total of the Monthly Fee and Shelter Fees) shall not exceed the amount the City has appropriated in its budget for animal shelter services.

6. Inflation & Cost Adjustments. The parties acknowledge that inflation directly affects FSAH's fixed operating costs and veterinary expenses including hiring onsite veterinarians. The Monthly Fee and Shelter Fees set forth in Section 5, and the Allowable Expenses identified in Exhibit "A," shall be subject to periodic review not less than annually on January 2 to reflect actual increases in FSAH's documented fixed costs and veterinary expenses and inflationary cost as directed by the Kansas City Federal Reserve. Any proposed adjustment shall be supported by documentation provided by FSAH and shall be subject to the review process set forth in Section 5.F. Any adjustment agreed to by the parties shall be memorialized in writing and incorporated into this Agreement.

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

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

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

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

A. ANIMALS ON SITE: Number of Animals on site and the number of days each Animal has been or was available for adoption.

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

C. OUTCOMES (OTHER THAN EUTHANASIA)

(1) Animals adopted from FSAH;

(2) Animals reclaimed by owners;

(3) Animals transported to adoption centers by FSAH;

D. EUTHANASIA: Available upon written request by City.

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

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

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

14. Conditions Subsequent to the Effective Date. The City and FSAH agree to begin the planning of a purposely built Animal shelter for use by FSAH. FSAH may raise funds for the express purpose to design, construct, and outfit such shelter. Upon approval by its Board of Directors, the City may enter into separate contract(s) regarding said new shelter. Nothing in this

Agreement obligates the City to participate in any financial obligations or contribute any funding associated with the building of a new shelter contemplated by this paragraph.

15. Default and Enforcement. If either party to this Agreement makes a determination that the other party is in default of any of that party's duties and obligations under the Agreement, the first party shall issue a written notification describing the alleged default and shall cause same to be delivered to the allegedly defaulting party. Any party receiving such a notice shall have the period of ten (10) business days in which to remedy the described default and to respond in writing to the first party. Unless resolved by the written response, the representatives of the parties shall meet to discuss a resolution of the dispute within thirty (30) days of the original notice. A party may terminate this Agreement upon written notice to the other party in the event a default has not been cured within thirty (30) days of the original notice of default. Both parties to this Agreement reserve all legal rights and remedies with reference to enforcement of this Agreement.

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

Mayor/Administration
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902

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

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

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

payment obligations in this Section, FSAH shall have no further rights pursuant to this Agreement following termination.

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

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

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

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

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

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

25. Termination of April 20, 2022 Agreement. Upon the Effective Date of this Agreement, the April 20, 2022 Agreement for Animal Shelter Services between the parties is terminated and the parties shall have not further rights or obligation under the April 20, 2022 Agreement for Animal Shelter Services.

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

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

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

CITY:
CITY OF FORT SMITH

_____
MAYOR
Date of Execution

ATTEST:

_____
CITY CLERK

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

_____
DIRECTOR OF OPERATIONS
Date of Execution:

ATTEST:

_____

SECRETARY

Exhibit A

Fort Smith Animal Haven
Fixed Cost Estimate

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

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

City of Fort Smith
City Administrator

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Jeff Dingman, City Administrator

DATE: October 28, 2026

SUBJECT: 2026 General Fund Appropriation - Parrot Island Waterpark Operations

SUMMARY

On October 28, 2026, American Resort Management (ARM) provided a cash schedule and year-end operating projections and estimated that $287,936 is needed to cover outstanding accounts payable and remaining operating expenses through December 2026.

The City of Fort Smith and Sebastian County jointly own the waterpark. The proposed contribution is $144,000 from each entity. The city's funding appropriation was considered on Nov. 2, where it was tabled to the December 1 regular meeting. The Sebastian County Quorum Court approved its half of the funding at its November 17 meeting, contingent upon the city's approval of same, presumably on Dec. 1.

Attachment A summarizes the funding request. Accounts payable are shown net of available operating cash. There are confirmed accounts payable obligations totaling $262,998.14 through Nov. 6. $173,809.18 of that is confirmed as owed to local vendors, businesses and third-party entities that support the local park's operations and need to be paid. Since November 6, the November insurance payment has become payable and the December insurance payment is part of the remaining 2026 operating estimate.

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

FISCAL IMPACT AND BUDGET INFORMATION

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

I recommend adoption of the attached ordinance to provide the City's share of funding for the park's outstanding operating obligations and remaining 2026 expenses. Please let me know if you have questions related to this agenda item.

ATTACHMENTS

1. Parrot_Island_Nov_2_2026_Appropriation_Ordinance__1_.pdf
2. Parrot_Island_Nov_2_2026_Attachment_A (4).pdf

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2026 OPERATING BUDGET AND APPROPRIATING FUNDS FOR PARROT ISLAND WATER PARK OPERATIONS

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

WHEREAS, the City of Fort Smith and Sebastian County jointly own Parrot Island Water Park; and

WHEREAS, the estimated funding requirement for Parrot Island Water Park operations through December 2026 is $287,936.11, and Sebastian County plans to consider a matching contribution on November 17, 2026.

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

The 2026 Operating Budget is hereby amended to establish a separate Parrot Island Operations budget account and appropriate funds as follows:

Account	Current Budget	Adjustment	Revised Budget
01010170-560350 Parrot Island Operations	$0	$144,000	$144,000

Appropriation of General Fund Balance: $144,000.00. This appropriation is for 2026 Parrot Island Water Park operating expenses. The appropriation for the waterslide project in account 01010170-560300 remains unchanged.

PASSED AND APPROVED THIS _____ DAY OF NOVEMBER, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

CITY OF FORT SMITH

ATTACHMENT A | PARROT ISLAND WATERPARK

2026 Operating Cash Requirements - November 2, 2026

The October 28 Cash Sheet and ARM's year-end projections identify an estimated funding requirement of $287,936.11 for outstanding accounts payable and operating expenses through December 2026. The proposed City contribution is $144,000. Sebastian County plans to consider a matching contribution on November 17.

Funding requirement	Amount	Classification / source
Current AP cash requirement	$228,614.46	Net operating-account shortfall
Pending invoice	$1,095.40	Notice received; invoice pending
December insurance	$10,671.00	Forecast; November included in AP
Payroll fronted by ARM	$9,055.25	Current payroll advance
Remaining payrolls (4.5)	$36,000.00	Estimate, incl. Gator Golf
Utilities forecast	$2,500.00	Remainder of 2026
TOTAL ESTIMATED NEED	$287,936.11	Basis for equal owner funding
Proposed City share	$144,000.00	General Fund appropriation
Anticipated County share	$144,000.00	Subject to Nov. 17 approval

Proposed appropriation

The proposed ordinance would appropriate $144,000 from General Fund balance to a separate Parrot Island Operations line item, account 01010170-560350. The waterslide project appropriation in account 01010170-560300 would remain unchanged.

Accounts payable include November insurance. December insurance is listed separately. The remaining payroll estimate includes Gator Golf.

Accounts payable and available cash

The October 26 AP aging reports $230,485.65 in accounts payable. Available operating cash of $1,871.19 reduces the remaining cash requirement to $228,614.46. The funding request uses this net amount.

City and County balances

The Cash Sheet reports $94,628.47 in receivables, consisting of $52,500.00 from the City and $42,128.47 from Sebastian County. These receivables have not been deducted from the funding request. The AP aging also includes $53,908.00 payable to the City and $7,901.36 payable to City utilities.

Combined contributions

Contributions of $144,000 from each owner would provide $288,000, exceeding the estimated requirement by $63.89. The County contribution remains subject to approval.

Source

ARM cash workbook "CashPIWP 10.28.xlsx": Cash Position (October 28, 2026), AGING-AP (October 26, 2026), and RECEIVABLE; plus the additional funding estimate supplied by park management on October 28, 2026.

City of Fort Smith Finance

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Financial Officer

DATE: November 23, 2026

SUBJECT: 2026 Final Amended Budget

SUMMARY

The proposed ordinance would adopt the FY2026 projected revenues and expenditures in the attached four-fund exhibit as the City's final amended operating budget. Projected operating expenditures and capital outlay total $169,754,590 across the four funds.

Changes to the FY2026 Projections, updated since the November 13 Budget Hearing

Additional insurance proceeds in each of the four funds were matched by repair expenditures. These entries increased revenues and expenditures by equal amounts. Other revisions account for the changes in projected year-end balances.

- **General Fund.** Higher dedicated property tax collections reduced the amount the General Fund needed to transfer for LOPFI contributions by $550,000 in the projection staff presented to the Board at the Nov. 13 budget hearing. The projection also added a $416,238 transfer to address the Parking Fund's shortfall. Since the budget hearing, the projected insurance proceeds increased about $248,000, with matching repair expenditures. The net increase in operating expenditures was about $85,000. Projected year-end fund balance is $24,555,265.
- **Street Maintenance.** Projected operating expenditures increased about $54,000 and insurance proceeds increased about $30,000 since the 2026 numbers were presented at the budget hearing. Projected year-end fund balance is $7,777,294.
- **Water & Sewer.** The 2026 projected receipts increased about $337,000 since the budget hearing, including insurance proceeds with matching repair expenditures. Total operating expenditures increased about $470,000. The exhibit shows a separate $10 million transfer adjustment to fund capital improvement projects. The adjusted FY2026 closing working capital is $25,971,944, with a 37.1% contingency reserve.
- **Solid Waste.** Since the budget hearing, projected operating expenditures increased about $39,000 and insurance proceeds increased about $5,000. Projected year-end working capital is $12,949,002.

A separate agenda item proposes $144,000 for FY2026 Parrot Island operations and is not included in the attached exhibit. The General Fund closing balance would be $24,411,265 if the separate appropriation is approved without an offset.

ATTACHMENTS

1. 12-01-26_Item_ID_3135_Amending_2026_Budget (2).pdf

2. December 1 Budget Comparison Summaries.pdf

ORDINANCE NO._____

AN ORDINANCE AMENDING THE 2026 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 2026 Final operating budget.

PASSED AND APPROVED THIS_____DAY OF_____2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney
No publication required

City of Fort Smith
Budget Comparison Summary - General Fund

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Intergovernmental	$ 5,491,804	$ 4,516,442	$ 4,653,824	$ 4,326,732	$ 4,563,254	$ 236,522	$ 4,174,123
Taxes and Assessments	42,990,666	43,407,890	43,407,890	44,469,890	46,168,850	1,698,960	46,622,032
Court Fines and Forfeitures	2,195,078	2,076,450	2,076,450	2,238,761	2,237,700	(1,061)	2,237,700
Licenses and Permits	1,331,995	1,639,980	1,639,980	1,562,472	1,553,220	(9,252)	1,553,220
Service Charges and Fees	620,741	582,470	582,470	599,995	575,170	(24,825)	548,170
Contributions	99,064	10,000	15,568	52,868	20,000	(32,868)	20,000
Miscellaneous	1,363,043	888,020	950,310	2,203,088	1,113,660	(1,089,428)	1,113,660
Transfers	144,000	1,144,000	1,144,000	1,144,000	1,556,000	412,000	1,356,000
Total Revenues	**54,236,390**	**54,265,252**	**54,470,491**	**56,597,805**	**57,787,854**	**1,190,049**	**57,624,905**
Personnel							
Policy and Administration Service	2,025,132	2,157,948	2,150,748	2,034,616	2,186,959	152,343	2,209,201
Management Services	1,675,740	1,866,822	1,866,876	1,829,789	1,939,706	109,917	1,964,547
Development Services	1,761,110	1,988,222	1,988,022	1,769,551	1,983,007	213,456	2,029,435
Police Services	13,967,360	12,664,759	12,664,759	11,915,236	13,603,256	1,688,020	13,931,886
Fire Services	12,203,077	12,163,678	12,163,678	11,180,495	13,010,633	1,830,138	13,565,247
Operation Services	4,414,791	4,767,841	4,767,841	4,298,577	4,913,126	614,549	4,915,978
Non-Departmental	9,937	19,420	19,420	9,420	19,420	10,000	19,420
Total	**36,057,147**	**35,628,690**	**35,621,344**	**33,037,684**	**37,656,107**	**4,618,423**	**38,635,715**
Other Operating							
Policy and Administration Service	894,275	1,343,610	1,320,210	972,568	944,051	(28,517)	1,200,652
Management Services	2,639,595	2,906,310	2,940,586	2,808,231	2,343,907	(464,324)	2,770,222
Development Services	102,059	226,123	227,646	168,264	207,660	39,396	207,452
Police Services	4,983,252	4,852,370	5,114,339	5,295,238	5,406,730	111,491	5,106,293
Fire Services	2,698,074	2,995,250	3,132,381	3,120,463	2,832,427	(288,036)	2,966,104
Operation Services	2,934,693	2,069,713	2,116,625	2,150,975	2,116,940	(34,035)	2,177,757
Non-Departmental	4,968,890	4,235,193	4,405,193	4,775,982	6,006,633	1,230,651	5,019,423
Total	**19,220,839**	**18,628,570**	**19,256,980**	**19,291,721**	**19,858,347**	**566,626**	**19,447,904**
Total Operating Expenditures	**55,277,986**	**54,257,260**	**54,878,324**	**52,329,405**	**57,514,454**	**5,185,049**	**58,083,618**
Operating Excess (Deficiency) Revenues Over Expenditures	**(1,041,595)**	**7,992**	**(407,833)**	**4,268,400**	**273,400**		**(458,713)**
Capital Related Revenues							
Transit Capital	507,526	1,235,200	4,241,919	4,373,019	793,875	(3,579,144)	97,800
Federal Solar Tax Credit - Farmers Market Canopy	-	-	-	-	435,617	435,617	-
Total	**507,526**	**1,235,200**	**4,241,919**	**4,373,019**	**1,229,492**	**(3,143,527)**	**97,800**
Capital Outlay							
Policy and Administration Service	2,247	-	-	-	-	-	-
Management Services	863,401	38,237	869,583	842,353	-	(842,353)	-
Development Services	-	40,000	40,000	34,048	-	(34,048)	-
Police Services	1,012,225	-	114,362	-	786,345	786,345	1,102,147
Fire Services	70,267	605,000	646,721	640,900	-	(640,900)	147,000
Operation Services	748,978	1,806,000	5,877,977	5,835,299	1,041,500	(4,793,799)	195,000
Non-Departmental	5,915,344	-	2,657,849	3,059,087	216,871	(2,842,216)	-
Total Capital Outlay	**8,612,463**	**2,489,237**	**10,206,492**	**10,411,687**	**2,044,716**	**(8,366,971)**	**1,444,147**
Excess (Deficiency) Revenues Over Expenditures	**(9,146,533)**	**(1,246,045)**	**(6,372,406)**	**(1,770,268)**	**(541,824)**		**(1,805,060)**
Fund Balance, Beginning of Year	35,472,067	20,535,904	26,325,534	26,325,534	24,555,265		24,013,441
Fund Balance, End of Year	**$ 26,325,534**	**$ 19,289,859**	**$ 19,953,128**	**$ 24,555,265**	**$ 24,013,441**		**$ 22,208,381**
Contingency Reserve Percent	41.2%	34.0%	30.7%	39.1%	40.3%		37.3%

City of Fort Smith
Budget Comparison Summary - Streets Maintenance Fund

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Intergovernmental	$ 7,394,322	$ 7,566,500	$ 7,566,500	$ 7,355,533	$ 7,568,636	$ 213,103	$ 7,636,660
Taxes and Assessments	2,622,846	2,813,800	2,813,800	2,862,076	3,071,305	209,229	3,102,018
Licenses and Permits	271,564	322,000	322,000	271,000	271,000	-	271,000
Miscellaneous	402,320	264,200	315,934	368,705	290,963	(77,742)	290,963
Total Revenues	**10,691,052**	**10,966,500**	**11,018,234**	**10,857,314**	**11,201,904**	**344,590**	**11,300,641**
Personnel							
Policy and Administration Service	79,335	102,668	99,468	87,715	85,226	(2,489)	86,521
Management Services	528,801	627,686	627,713	608,488	654,848	46,360	663,326
Development Services	62,862	105,229	104,729	76,432	102,804	26,372	102,576
Operation Services	4,851,332	5,238,514	5,239,214	4,980,535	5,740,914	760,380	5,784,422
Non-Departmental	-	-	-	-	-	-	-
Total	**5,522,330**	**6,074,098**	**6,071,124**	**5,753,170**	**6,583,792**	**830,622**	**6,636,845**
Other Operating							
Policy and Administration Service	181,138	155,239	144,839	131,083	131,060	(23)	153,027
Management Services	656,954	767,972	789,676	730,827	678,437	(52,390)	793,954
Development Services	14,294	3,868	7,675	11,835	12,085	250	10,247
Operation Services	3,539,468	3,711,249	3,785,168	3,774,406	3,628,697	(145,709)	3,862,684
Non-Departmental	-	-	-	-	-	-	-
Total	**4,391,854**	**4,638,328**	**4,727,359**	**4,648,151**	**4,450,279**	**(197,872)**	**4,819,911**
Total Operating Expenditures	**9,914,184**	**10,712,425**	**10,798,483**	**10,401,321**	**11,034,071**	**632,750**	**11,456,756**
Operating Excess (Deficiency) Revenues Over Expenditures	**776,868**	**254,075**	**219,751**	**455,992**	**167,833**		**(156,115)**
Capital Outlay							
Policy and Administration Service	999	-	-	-	-	-	-
Management Services	37,128	14,302	30,012	22,207	-	(22,207)	-
Development Services	-	-	-	-	-	-	-
Operation Services	1,470,174	1,159,900	1,159,900	1,007,468	1,120,000	112,532	1,655,000
Non-Departmental	-	-	-	-	-	-	-
Total	**1,508,300**	**1,174,202**	**1,189,912**	**1,029,675**	**1,120,000**	**90,325**	**1,655,000**
Excess (Deficiency) Revenues Over Expenditures	**(731,432)**	**(920,127)**	**(970,161)**	**(573,683)**	**(952,167)**		**(1,811,115)**
Fund Balance, Beginning of Year	9,082,409	8,044,979	8,350,977	8,350,977	7,777,294		6,825,127
Fund Balance, End of Year	**$ 8,350,977**	**$ 7,124,852**	**$ 7,380,815**	**$ 7,777,294**	**$ 6,825,127**		**$ 5,014,011**
Contingency Reserve Percent	73.1%	59.9%	61.6%	68.0%	56.2%		38.2%

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	FY28 Planned
Beginning Reserve Fund Balance	$ 2,330,219	$ 1,973,093	$ 1,973,093	$ 1,973,093	$ 2,027,893	$ 2,207,893
Contributions	910,000	1,204,800	1,204,800	1,204,800	1,300,000	1,300,000
Replacement	1,267,126	1,150,000	1,150,000	1,150,000	1,120,000	1,655,000
***Ending Reserve Fund Balance**	**$ 1,973,093**	**$ 2,027,893**	**$ 2,027,893**	**$ 2,027,893**	**$ 2,207,893**	**$ 1,852,893**

***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

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Water Sales	$ 37,886,243	$ 38,949,098	$ 38,949,098	$ 41,037,655	$ 41,448,032	$ 410,377	$ 41,448,032
Sewer Sales	29,027,202	31,775,118	31,775,118	31,685,426	33,056,512	1,371,086	33,056,512
Services Charges and Fees	1,148,870	739,752	739,752	1,015,690	989,752	(25,937)	989,752
Miscellaneous	1,857,158	771,362	812,731	1,921,522	1,780,344	(141,179)	1,762,173
Total Revenues	**69,919,473**	**72,235,331**	**72,276,700**	**75,660,293**	**77,274,640**	**1,614,347**	**77,256,469**
Personnel							
Policy and Administration Service	510,187	846,284	827,484	752,323	667,370	(84,954)	677,506
Management Services	2,873,188	3,974,084	3,974,222	3,944,739	4,299,100	354,362	4,357,839
Development Services	274,781	2,705,896	2,702,516	2,609,240	2,789,173	179,934	2,796,163
Operation Services	18,892,040	17,387,306	17,387,336	16,152,831	18,480,893	2,328,062	18,645,589
Non-Departmental	-	-	-	-	-	-	-
Total	**22,550,196**	**24,913,570**	**24,891,559**	**23,459,132**	**26,236,536**	**2,777,404**	**26,477,097**
Other Operating							
Policy and Administration Service	416,853	277,954	216,854	140,797	201,166	60,370	268,812
Management Services	2,909,809	3,280,192	3,353,691	3,206,237	3,010,913	(195,323)	3,448,503
Development Services	32,610	216,049	388,817	173,631	327,446	153,815	292,850
Operation Services	35,341,861	40,551,421	41,259,484	41,103,169	41,015,203	(87,966)	42,315,319
Non-Departmental	100,000	100,000	100,000	100,000	100,000	-	100,000
Total	**38,801,133**	**44,425,617**	**45,318,845**	**44,723,834**	**44,654,728**	**(69,106)**	**46,425,485**
Total Operating Expenditures	**61,351,329**	**69,339,187**	**70,210,404**	**68,182,966**	**70,891,265**	**2,708,298**	**72,902,581**
Operating Excess (Deficiency) Revenues Over Expenditures	**8,568,144**	**2,896,144**	**2,066,295**	**7,477,327**	**6,383,375**		**4,353,888**
Capital Outlay							
Policy and Administration Service	5,868	-	-	-	-	-	-
Management Services	111,383	95,357	145,908	116,492	-	(116,492)	-
Development Services	-	44,850	48,240	48,240	30,250	(17,990)	-
Operation Services	732,567	1,971,535	1,972,207	1,608,894	7,876,347	6,267,453	1,200,000
Non-Departmental	-	-	-	-	-	-	-
Total	**849,817**	**2,111,742**	**2,166,354**	**1,773,626**	**7,906,597**	**6,132,971**	**1,200,000**
Excess (Deficiency) Revenues Over Expenditures	**7,718,326**	**784,403**	**(100,059)**	**5,703,701**	**(1,523,221)**		**3,153,888**
Working Capital, Beginning of Year	22,549,917	25,981,968	30,268,243	30,268,243	25,971,944		24,448,723
Working Capital, End of Year	30,268,243	26,766,371	30,168,184	35,971,944	24,448,723		27,602,610
Adjustment for CIP Transfers	**-**	**-**	**-**	**10,000,000**	**-**		**-**
Adjusted Working Capital, End of Year	**$ 30,268,243**	**$ 26,766,371**	**$ 30,168,184**	**$ 25,971,944**	**$ 24,448,723**		**$ 27,602,610**
Contingency Reserve Percent	48.7%	37.5%	41.7%	37.1%	31.0%		37.2%

City of Fort Smith
Budget Comparison Summary - Solid Waste Operating Fund

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Intergovernmental	$ 5,185	$ -	$ -	$ -	$ -	$ -	$ -
Service Charges and Fees	21,456,349	25,888,099	25,888,099	26,869,000	28,315,000	1,446,000	28,315,000
Miscellaneous	760,645	289,000	292,709	313,179	493,086	179,907	493,086
Total Revenues	**22,222,179**	**26,177,099**	**26,180,808**	**27,182,179**	**28,808,086**	**1,625,907**	**28,808,086**
Personnel							
Policy and Administration Service	214,525	276,847	268,847	240,186	237,191	(2,995)	240,896
Management Services	974,346	1,138,984	1,139,037	1,103,177	1,196,062	92,885	1,211,961
Operation Services	6,988,539	7,024,306	7,024,306	6,753,454	7,400,671	647,217	7,480,808
Non-Departmental	-	-	-	-	-	-	-
Total	**8,177,409**	**8,440,137**	**8,432,190**	**8,096,817**	**8,833,924**	**737,107**	**8,933,666**
Other Operating							
Policy and Administration Service	290,896	227,620	201,620	167,479	182,724	15,245	222,141
Management Services	1,084,772	1,271,385	1,306,796	1,210,570	1,128,567	(82,002)	1,313,843
Operation Services	6,629,887	8,490,061	8,696,654	8,325,422	8,704,108	378,686	8,915,678
Non-Departmental	825,000	1,825,000	1,825,000	1,825,000	2,612,000	787,000	2,412,000
Total	**8,830,554**	**11,814,066**	**12,030,070**	**11,528,470**	**12,627,399**	**1,098,929**	**12,863,662**
Total Operating Expenditures	**17,007,964**	**20,254,203**	**20,462,260**	**19,625,287**	**21,461,323**	**1,836,036**	**21,797,328**
Operating Excess (Deficiency) Revenues Over Expenditures	**5,214,215**	**5,922,896**	**5,718,547**	**7,556,892**	**7,346,763**		**7,010,758**
Capital Outlay							
Policy and Administration Service	2,497	-	-	-	-	-	-
Management Services	55,691	29,433	52,998	40,340	-	(40,340)	-
Operation Services	257,244	568,800	735,592	725,850	533,800	(192,050)	548,800
Non-Departmental	5,476,090	5,234,433	5,234,433	5,234,433	6,792,322	1,557,889	6,792,322
Total	**5,791,522**	**5,832,666**	**6,023,024**	**6,000,623**	**7,326,122**	**1,325,499**	**7,341,122**
Excess (Deficiency) Revenues Over Expenditures	**(577,307)**	**90,230**	**(304,476)**	**1,556,269**	**20,641**		**(330,364)**
Working Capital, Beginning of Year	11,970,040	9,528,388	11,392,733	11,392,733	12,949,002		12,969,643
Working Capital, End of Year	**$ 11,392,733**	**$ 9,618,618**	**$ 11,088,257**	**$ 12,949,002**	**$ 12,969,643**		**$ 12,639,279**
Contingency Reserve Percent	50.0%	36.9%	41.9%	50.5%	45.1%		43.4%

City of Fort Smith Finance

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Financial Officer

DATE: November 24, 2026

SUBJECT: 2027 Operating Budget

SUMMARY

The Board will hold a public hearing and consider the ordinance to approve the FY2027 operating budget on file with the City Clerk at the December 1, 2026 regular meeting. Across the four operating funds, proposed appropriations for FY2027 total $179,298,548, up $1,621,639 from what was shown at the November 13 hearing and up $955,696 from the October 13 proposal that was distributed.

The Board received the original proposal (hard copy and online) on October 13, 2026, and reviewed departmental requests at the November 13 budget hearing. In the revised fiscal year 2027 schedules, operating revenues exceed personnel and other operating expenditures in each of the four funds before capital outlay. This presents a structurally balanced operating budget in all four of the city's operating funds.

Changes to the FY2027 Budget

- **General Fund.** The General Fund operating budget is balanced for 2027. After the November 13 hearing, the budget added $28,933 for a one-time payment of 2.5% of base pay for 18 eligible police officers at or above the maximum for their grade or step. The payment provides an adjustment for officers with no available step increase. Changes to capital expenses were the main reason the result moved from a $201,321 surplus at the budget hearing to a $541,824 deficit after capital outlay.
- **Street Maintenance.** The November 13 hearing included $147,190 more in projected state gasoline tax turnback. The budget proposed for December 1 approval uses the same 7.31% property tax growth assumption as the General Fund to reflect the phased-in reappraisal, which increased Street Maintenance revenue by $139,590 to $3,071,305. The December 1 proposed budget also includes $1.12 million for vehicles and heavy equipment in the approved capital improvement program, up from $7,300 in capital outlay at the hearing. Whiel recurring budget operations are structurally balanced, the proposed deficit after capital expenses is $952,167.
- **Water & Sewer.** Appropriations were reduced by about $590,000 at the budget hearing, including revisions to the solar budget and lower Contract and Bond Services personnel costs. They have been further reduced by about $213,000 since the hearing, including

$105,406 reduction from net solar payments and credits and the removal of $92,086 in Management Services capital expenses. The FY2026 transfer adjustment provided funds for capital improvements but reduced the working capital carried into FY2027. Projected FY2027 ending working capital is $24.45 million, with a 31.0% contingency reserve.

- **Solid Waste.** Appropriations were reduced by about $146,000 at the budget hearing. The department's transfer for equipment replacement was reduced by $372,233 to match the approved capital improvement program expenses. Solid Waste also assumed $125,000 of General Fund support for cleanup and demolition and transferred an additional $200,000 to the General Fund to continue spay/neuter vouchers. Since the budget hearing, operating and capital appropriations were refined and reduced by another $18,188. The projected surplus after capital expenses and transfers is $20,641.

ATTACHMENTS

1. 12-01-26_Item_ID_3136_Approving_the_2027_Budget__1_.pdf
2. December 1 Budget Comparison Summaries.pdf
3. FY2026_FY2027_Budget_Adoption_Reconciliation_Board_Attachment (1).pdf

ORDINANCE NO._____

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2027 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 2027 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 are amended to conform with the budget hereby approved.

PASSED AND APPROVED THIS_____DAY OF _____2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney
Publication Required – Yes

City of Fort Smith
Budget Comparison Summary - General Fund

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Intergovernmental	$ 5,491,804	$ 4,516,442	$ 4,653,824	$ 4,326,732	$ 4,563,254	$ 236,522	$ 4,174,123
Taxes and Assessments	42,990,666	43,407,890	43,407,890	44,469,890	46,168,850	1,698,960	46,622,032
Court Fines and Forfeitures	2,195,078	2,076,450	2,076,450	2,238,761	2,237,700	(1,061)	2,237,700
Licenses and Permits	1,331,995	1,639,980	1,639,980	1,562,472	1,553,220	(9,252)	1,553,220
Service Charges and Fees	620,741	582,470	582,470	599,995	575,170	(24,825)	548,170
Contributions	99,064	10,000	15,568	52,868	20,000	(32,868)	20,000
Miscellaneous	1,363,043	888,020	950,310	2,203,088	1,113,660	(1,089,428)	1,113,660
Transfers	144,000	1,144,000	1,144,000	1,144,000	1,556,000	412,000	1,356,000
Total Revenues	**54,236,390**	**54,265,252**	**54,470,491**	**56,597,805**	**57,787,854**	**1,190,049**	**57,624,905**
Personnel							
Policy and Administration Service	2,025,132	2,157,948	2,150,748	2,034,616	2,186,959	152,343	2,209,201
Management Services	1,675,740	1,866,822	1,866,876	1,829,789	1,939,706	109,917	1,964,547
Development Services	1,761,110	1,988,222	1,988,022	1,769,551	1,983,007	213,456	2,029,435
Police Services	13,967,360	12,664,759	12,664,759	11,915,236	13,603,256	1,688,020	13,931,886
Fire Services	12,203,077	12,163,678	12,163,678	11,180,495	13,010,633	1,830,138	13,565,247
Operation Services	4,414,791	4,767,841	4,767,841	4,298,577	4,913,126	614,549	4,915,978
Non-Departmental	9,937	19,420	19,420	9,420	19,420	10,000	19,420
Total	**36,057,147**	**35,628,690**	**35,621,344**	**33,037,684**	**37,656,107**	**4,618,423**	**38,635,715**
Other Operating							
Policy and Administration Service	894,275	1,343,610	1,320,210	972,568	944,051	(28,517)	1,200,652
Management Services	2,639,595	2,906,310	2,940,586	2,808,231	2,343,907	(464,324)	2,770,222
Development Services	102,059	226,123	227,646	168,264	207,660	39,396	207,452
Police Services	4,983,252	4,852,370	5,114,339	5,295,238	5,406,730	111,491	5,106,293
Fire Services	2,698,074	2,995,250	3,132,381	3,120,463	2,832,427	(288,036)	2,966,104
Operation Services	2,934,693	2,069,713	2,116,625	2,150,975	2,116,940	(34,035)	2,177,757
Non-Departmental	4,968,890	4,235,193	4,405,193	4,775,982	6,006,633	1,230,651	5,019,423
Total	**19,220,839**	**18,628,570**	**19,256,980**	**19,291,721**	**19,858,347**	**566,626**	**19,447,904**
Total Operating Expenditures	**55,277,986**	**54,257,260**	**54,878,324**	**52,329,405**	**57,514,454**	**5,185,049**	**58,083,618**
Operating Excess (Deficiency) Revenues Over Expenditures	**(1,041,595)**	**7,992**	**(407,833)**	**4,268,400**	**273,400**		**(458,713)**
Capital Related Revenues							
Transit Capital	507,526	1,235,200	4,241,919	4,373,019	793,875	(3,579,144)	97,800
Federal Solar Tax Credit - Farmers Market Canopy	-	-	-	-	435,617	435,617	-
Total	**507,526**	**1,235,200**	**4,241,919**	**4,373,019**	**1,229,492**	**(3,143,527)**	**97,800**
Capital Outlay							
Policy and Administration Service	2,247	-	-	-	-	-	-
Management Services	863,401	38,237	869,583	842,353	-	(842,353)	-
Development Services	-	40,000	40,000	34,048	-	(34,048)	-
Police Services	1,012,225	-	114,362	-	786,345	786,345	1,102,147
Fire Services	70,267	605,000	646,721	640,900	-	(640,900)	147,000
Operation Services	748,978	1,806,000	5,877,977	5,835,299	1,041,500	(4,793,799)	195,000
Non-Departmental	5,915,344	-	2,657,849	3,059,087	216,871	(2,842,216)	-
Total Capital Outlay	**8,612,463**	**2,489,237**	**10,206,492**	**10,411,687**	**2,044,716**	**(8,366,971)**	**1,444,147**
Excess (Deficiency) Revenues Over Expenditures	**(9,146,533)**	**(1,246,045)**	**(6,372,406)**	**(1,770,268)**	**(541,824)**		**(1,805,060)**
Fund Balance, Beginning of Year	35,472,067	20,535,904	26,325,534	26,325,534	24,555,265		24,013,441
Fund Balance, End of Year	**$ 26,325,534**	**$ 19,289,859**	**$ 19,953,128**	**$ 24,555,265**	**$ 24,013,441**		**$ 22,208,381**
Contingency Reserve Percent	41.2%	34.0%	30.7%	39.1%	40.3%		37.3%

City of Fort Smith
Budget Comparison Summary - Streets Maintenance Fund

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Intergovernmental	$ 7,394,322	$ 7,566,500	$ 7,566,500	$ 7,355,533	$ 7,568,636	$ 213,103	$ 7,636,660
Taxes and Assessments	2,622,846	2,813,800	2,813,800	2,862,076	3,071,305	209,229	3,102,018
Licenses and Permits	271,564	322,000	322,000	271,000	271,000	-	271,000
Miscellaneous	402,320	264,200	315,934	368,705	290,963	(77,742)	290,963
Total Revenues	**10,691,052**	**10,966,500**	**11,018,234**	**10,857,314**	**11,201,904**	**344,590**	**11,300,641**
Personnel							
Policy and Administration Service	79,335	102,668	99,468	87,715	85,226	(2,489)	86,521
Management Services	528,801	627,686	627,713	608,488	654,848	46,360	663,326
Development Services	62,862	105,229	104,729	76,432	102,804	26,372	102,576
Operation Services	4,851,332	5,238,514	5,239,214	4,980,535	5,740,914	760,380	5,784,422
Non-Departmental	-	-	-	-	-	-	-
Total	**5,522,330**	**6,074,098**	**6,071,124**	**5,753,170**	**6,583,792**	**830,622**	**6,636,845**
Other Operating							
Policy and Administration Service	181,138	155,239	144,839	131,083	131,060	(23)	153,027
Management Services	656,954	767,972	789,676	730,827	678,437	(52,390)	793,954
Development Services	14,294	3,868	7,675	11,835	12,085	250	10,247
Operation Services	3,539,468	3,711,249	3,785,168	3,774,406	3,628,697	(145,709)	3,862,684
Non-Departmental	-	-	-	-	-	-	-
Total	**4,391,854**	**4,638,328**	**4,727,359**	**4,648,151**	**4,450,279**	**(197,872)**	**4,819,911**
Total Operating Expenditures	**9,914,184**	**10,712,425**	**10,798,483**	**10,401,321**	**11,034,071**	**632,750**	**11,456,756**
Operating Excess (Deficiency) Revenues Over Expenditures	**776,868**	**254,075**	**219,751**	**455,992**	**167,833**		**(156,115)**
Capital Outlay							
Policy and Administration Service	999	-	-	-	-	-	-
Management Services	37,128	14,302	30,012	22,207	-	(22,207)	-
Development Services	-	-	-	-	-	-	-
Operation Services	1,470,174	1,159,900	1,159,900	1,007,468	1,120,000	112,532	1,655,000
Non-Departmental	-	-	-	-	-	-	-
Total	**1,508,300**	**1,174,202**	**1,189,912**	**1,029,675**	**1,120,000**	**90,325**	**1,655,000**
Excess (Deficiency) Revenues Over Expenditures	**(731,432)**	**(920,127)**	**(970,161)**	**(573,683)**	**(952,167)**		**(1,811,115)**
Fund Balance, Beginning of Year	9,082,409	8,044,979	8,350,977	8,350,977	7,777,294		6,825,127
Fund Balance, End of Year	**$ 8,350,977**	**$ 7,124,852**	**$ 7,380,815**	**$ 7,777,294**	**$ 6,825,127**		**$ 5,014,011**
Contingency Reserve Percent	73.1%	59.9%	61.6%	68.0%	56.2%		38.2%

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	FY28 Planned
Beginning Reserve Fund Balance	$ 2,330,219	$ 1,973,093	$ 1,973,093	$ 1,973,093	$ 2,027,893	$ 2,207,893
Contributions	910,000	1,204,800	1,204,800	1,204,800	1,300,000	1,300,000
Replacement	1,267,126	1,150,000	1,150,000	1,150,000	1,120,000	1,655,000
***Ending Reserve Fund Balance**	**$ 1,973,093**	**$ 2,027,893**	**$ 2,027,893**	**$ 2,027,893**	**$ 2,207,893**	**$ 1,852,893**

***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

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Water Sales	$ 37,886,243	$ 38,949,098	$ 38,949,098	$ 41,037,655	$ 41,448,032	$ 410,377	$ 41,448,032
Sewer Sales	29,027,202	31,775,118	31,775,118	31,685,426	33,056,512	1,371,086	33,056,512
Services Charges and Fees	1,148,870	739,752	739,752	1,015,690	989,752	(25,937)	989,752
Miscellaneous	1,857,158	771,362	812,731	1,921,522	1,780,344	(141,179)	1,762,173
Total Revenues	**69,919,473**	**72,235,331**	**72,276,700**	**75,660,293**	**77,274,640**	**1,614,347**	**77,256,469**
Personnel							
Policy and Administration Service	510,187	846,284	827,484	752,323	667,370	(84,954)	677,506
Management Services	2,873,188	3,974,084	3,974,222	3,944,739	4,299,100	354,362	4,357,839
Development Services	274,781	2,705,896	2,702,516	2,609,240	2,789,173	179,934	2,796,163
Operation Services	18,892,040	17,387,306	17,387,336	16,152,831	18,480,893	2,328,062	18,645,589
Non-Departmental	-	-	-	-	-	-	-
Total	**22,550,196**	**24,913,570**	**24,891,559**	**23,459,132**	**26,236,536**	**2,777,404**	**26,477,097**
Other Operating							
Policy and Administration Service	416,853	277,954	216,854	140,797	201,166	60,370	268,812
Management Services	2,909,809	3,280,192	3,353,691	3,206,237	3,010,913	(195,323)	3,448,503
Development Services	32,610	216,049	388,817	173,631	327,446	153,815	292,850
Operation Services	35,341,861	40,551,421	41,259,484	41,103,169	41,015,203	(87,966)	42,315,319
Non-Departmental	100,000	100,000	100,000	100,000	100,000	-	100,000
Total	**38,801,133**	**44,425,617**	**45,318,845**	**44,723,834**	**44,654,728**	**(69,106)**	**46,425,485**
Total Operating Expenditures	**61,351,329**	**69,339,187**	**70,210,404**	**68,182,966**	**70,891,265**	**2,708,298**	**72,902,581**
Operating Excess (Deficiency) Revenues Over Expenditures	**8,568,144**	**2,896,144**	**2,066,295**	**7,477,327**	**6,383,375**		**4,353,888**
Capital Outlay							
Policy and Administration Service	5,868	-	-	-	-	-	-
Management Services	111,383	95,357	145,908	116,492	-	(116,492)	-
Development Services	-	44,850	48,240	48,240	30,250	(17,990)	-
Operation Services	732,567	1,971,535	1,972,207	1,608,894	7,876,347	6,267,453	1,200,000
Non-Departmental	-	-	-	-	-	-	-
Total	**849,817**	**2,111,742**	**2,166,354**	**1,773,626**	**7,906,597**	**6,132,971**	**1,200,000**
Excess (Deficiency) Revenues Over Expenditures	**7,718,326**	**784,403**	**(100,059)**	**5,703,701**	**(1,523,221)**		**3,153,888**
Working Capital, Beginning of Year	22,549,917	25,981,968	30,268,243	30,268,243	25,971,944		24,448,723
Working Capital, End of Year	30,268,243	26,766,371	30,168,184	35,971,944	24,448,723		27,602,610
Adjustment for CIP Transfers	**-**	**-**	**-**	**10,000,000**	**-**		**-**
Adjusted Working Capital, End of Year	**$ 30,268,243**	**$ 26,766,371**	**$ 30,168,184**	**$ 25,971,944**	**$ 24,448,723**		**$ 27,602,610**
Contingency Reserve Percent	48.7%	37.5%	41.7%	37.1%	31.0%		37.2%

City of Fort Smith
Budget Comparison Summary - Solid Waste Operating Fund

	FY25 Actuals	FY26 Original	FY26 Amended	FY26 Projected	FY27 Budget	Increase (Decrease)	FY28 Planned
Revenues							
Intergovernmental	$ 5,185	$ -	$ -	$ -	$ -	$ -	$ -
Service Charges and Fees	21,456,349	25,888,099	25,888,099	26,869,000	28,315,000	1,446,000	28,315,000
Miscellaneous	760,645	289,000	292,709	313,179	493,086	179,907	493,086
Total Revenues	**22,222,179**	**26,177,099**	**26,180,808**	**27,182,179**	**28,808,086**	**1,625,907**	**28,808,086**
Personnel							
Policy and Administration Service	214,525	276,847	268,847	240,186	237,191	(2,995)	240,896
Management Services	974,346	1,138,984	1,139,037	1,103,177	1,196,062	92,885	1,211,961
Operation Services	6,988,539	7,024,306	7,024,306	6,753,454	7,400,671	647,217	7,480,808
Non-Departmental	-	-	-	-	-	-	-
Total	**8,177,409**	**8,440,137**	**8,432,190**	**8,096,817**	**8,833,924**	**737,107**	**8,933,666**
Other Operating							
Policy and Administration Service	290,896	227,620	201,620	167,479	182,724	15,245	222,141
Management Services	1,084,772	1,271,385	1,306,796	1,210,570	1,128,567	(82,002)	1,313,843
Operation Services	6,629,887	8,490,061	8,696,654	8,325,422	8,704,108	378,686	8,915,678
Non-Departmental	825,000	1,825,000	1,825,000	1,825,000	2,612,000	787,000	2,412,000
Total	**8,830,554**	**11,814,066**	**12,030,070**	**11,528,470**	**12,627,399**	**1,098,929**	**12,863,662**
Total Operating Expenditures	**17,007,964**	**20,254,203**	**20,462,260**	**19,625,287**	**21,461,323**	**1,836,036**	**21,797,328**
Operating Excess (Deficiency) Revenues Over Expenditures	**5,214,215**	**5,922,896**	**5,718,547**	**7,556,892**	**7,346,763**		**7,010,758**
Capital Outlay							
Policy and Administration Service	2,497	-	-	-	-	-	-
Management Services	55,691	29,433	52,998	40,340	-	(40,340)	-
Operation Services	257,244	568,800	735,592	725,850	533,800	(192,050)	548,800
Non-Departmental	5,476,090	5,234,433	5,234,433	5,234,433	6,792,322	1,557,889	6,792,322
Total	**5,791,522**	**5,832,666**	**6,023,024**	**6,000,623**	**7,326,122**	**1,325,499**	**7,341,122**
Excess (Deficiency) Revenues Over Expenditures	**(577,307)**	**90,230**	**(304,476)**	**1,556,269**	**20,641**		**(330,364)**
Working Capital, Beginning of Year	11,970,040	9,528,388	11,392,733	11,392,733	12,949,002		12,969,643
Working Capital, End of Year	**$ 11,392,733**	**$ 9,618,618**	**$ 11,088,257**	**$ 12,949,002**	**$ 12,969,643**		**$ 12,639,279**
Contingency Reserve Percent	50.0%	36.9%	41.9%	50.5%	45.1%		43.4%

CITY OF FORT SMITH / FINANCE

Budget Reconciliation

December 1, 2026 Board of Directors | Items 7 and 8

The December submission carries **$179.30 million in FY2027 appropriations** across the four operating funds. That is $955,696 above October and $1,621,639 above November. Police and Street Maintenance capital account for most of the increase since the hearing. The revised exhibit also includes $139,590 more in Street Maintenance property tax revenue and a $10 million Water & Sewer CIP transfer adjustment.

FY2027 revenue, appropriations and annual result

Fund / measure	Oct. 13 proposal	Nov. 13 hearing	Dec. 1 submission	Oct. to Nov. change	Nov. to Dec. change
General Fund					
Total revenue	58,381,729	59,017,346	59,017,346	635,617	0
Total appropriations	58,885,323	58,816,025	59,559,170	(69,298)	743,145
Result after capital	(503,592)	201,321	(541,824)	704,913	(743,145)
Street Maintenance					
Total revenue	10,915,124	11,062,314	11,201,904	147,190	139,590
Total appropriations	10,905,484	11,044,619	12,154,071	139,135	1,109,452
Result after capital	9,640	17,696	(952,167)	8,056	(969,863)
Water & Sewer					
Total revenue	77,274,641	77,274,640	77,274,640	(1)	0
Total appropriations	79,600,498	79,010,632	78,797,862	(589,866)	(212,770)
Result after capital	(2,325,856)	(1,735,992)	(1,523,221)	589,864	212,771
Solid Waste					
Total revenue	28,808,086	28,808,086	28,808,086	0	0
Total appropriations	28,951,547	28,805,633	28,787,445	(145,914)	(18,188)
Result after capital	(143,460)	2,453	20,641	145,913	18,188
Four-fund appropriations	178,342,852	177,676,909	179,298,548	(665,943)	1,621,639

Amounts in dollars. Revenue includes capital-related receipts where shown. Appropriations include operating expenditures and capital outlay as presented. October appropriations use the published distribution schedule. Results use published surpluses or deficits. Small differences between calculated and published totals reflect source rounding.

FY2027 projected year-end balances and reserves

Fund	Oct. 13 balance	Reserve	Nov. 13 balance	Reserve	Dec. 1 balance	Reserve
General Fund	23,746,515	40.4%	24,594,292	41.8%	24,013,441	40.3%
Street Maintenance	7,825,348	71.8%	7,818,577	70.8%	6,825,127	56.2%
Water & Sewer	33,754,916	42.5%	34,369,518	43.5%	24,448,723	31.0%
Solid Waste	12,832,410	44.4%	12,984,876	45.1%	12,969,643	45.1%

Year-end balance means fund balance for General Fund and Street Maintenance and working capital for Water & Sewer and Solid Waste. The figures follow the reserve basis used in the published schedules.

FY2026 Projected Results

Item 7 | Final FY2026 operating budget and FY2027 opening balances

The December ordinance would adopt the FY26 Projected column in the attached exhibit. The FY2026 ending balances, after the Water & Sewer CIP adjustment, carry into FY2027 as opening balances.

Fund / measure	Oct. 13 proposal	Nov. 13 hearing	Dec. 1 submission	Oct. to Nov. change	Nov. to Dec. change
General Fund					
Total revenue	60,723,207	60,723,209	60,970,824	2	247,615
Operating expenditures	52,803,193	52,244,085	52,329,405	(559,108)	85,320
Capital outlay	9,995,449	10,411,687	10,411,687	416,238	0
Result after capital	(2,075,435)	(1,932,563)	(1,770,268)	142,872	162,295
Year-end balance	24,250,107	24,392,970	24,555,265	142,863	162,295
Street Maintenance					
Total revenue	10,827,300	10,827,300	10,857,314	0	30,014
Operating expenditures	10,332,894	10,347,720	10,401,321	14,826	53,601
Capital outlay	1,029,675	1,029,675	1,029,675	0	0
Result after capital	(535,269)	(550,095)	(573,683)	(14,826)	(23,588)
Year-end balance	7,815,708	7,800,882	7,777,294	(14,826)	(23,588)
Water & Sewer					
Total revenue	75,323,719	75,323,718	75,660,293	(1)	336,575
Operating expenditures	67,737,566	67,712,825	68,182,966	(24,741)	470,141
Capital outlay	1,773,626	1,773,626	1,773,626	0	0
Result after capital	5,812,527	5,837,267	5,703,701	24,740	(133,566)
CIP transfer adjustment	0	0	(10,000,000)	0	(10,000,000)
Adjusted year-end balance	36,080,772	36,105,510	25,971,944	24,738	(10,133,566)
Solid Waste					
Total revenue	27,177,099	27,177,099	27,182,179	0	5,080
Operating expenditures	19,593,340	19,586,786	19,625,287	(6,554)	38,501
Capital outlay	6,000,623	6,000,623	6,000,623	0	0
Result after capital	1,583,136	1,589,690	1,556,269	6,554	(33,421)
Year-end balance	12,975,870	12,982,423	12,949,002	6,553	(33,421)

General Fund revenue includes $4,373,019 in capital-related receipts at each stage. Amounts follow the schedules as presented. The CIP transfer adjustment is shown separately from the annual result.

Why the FY2026 projections changed

Additional insurance proceeds were matched by repair expenditures in all four funds. The entries increase revenues and expenditures equally. Other revisions drove the net changes.

General Fund. Higher dedicated property tax collections reduced the amount the General Fund needed to transfer for LOPFI contributions by $550,000. A $416,238 transfer addressed the Parking Fund shortfall. After the hearing, the projection included $247,616 in insurance proceeds and matching repairs. The projected year-end balance improved by $162,295.

Street Maintenance. Operating expenditures increased $14,826 by the hearing. After the hearing, the projection added $30,014 in insurance proceeds and matching repairs. The projected year-end balance was reduced by $23,588.

Water & Sewer. Operating expenditures were reduced by $24,741 by the hearing. After the hearing, $336,575 in insurance and related receipts were added with matching expenditures. The $10 million transfer to fund capital improvements leaves adjusted FY2026 working capital of $25,971,944 and a 37.1% reserve.

Solid Waste. Operating expenditures were reduced by $6,554 by the hearing. After the hearing, $5,080 in insurance proceeds and matching repairs were added. The projected surplus was reduced by $33,421.

Explanation of FY2027 Changes

Item 8 | FY2027 operating budget submitted for adoption

October 13 proposal to November 13 hearing

General Fund. Revenue increased $635,617 from a $200,000 Solid Waste transfer to continue spay/neuter vouchers and a one-time $435,617 federal credit for the Farmers Market solar canopy. Appropriations were reduced by $69,298 overall. Higher dedicated property tax collections reduced the General Fund transfer needed for LOPFI. The budget also reflects the Board-directed firefighter pay revision, lower City Administrator personnel costs, reduced RVCC support, and $100,000 for expected startup operating costs at Parrot Island under the proposed management agreement.

Street Maintenance. Revenue increased $147,190 because the estimate for state gasoline tax turnback was revised from $6,655,174 to $6,802,364. Property tax revenue stayed at $2,931,715. Appropriations increased $139,135 from net revisions to operating programs and allocations.

Water & Sewer. Revenue was essentially unchanged. Appropriations were reduced by $589,866, including lower Utility Administration outside-services costs from the solar budget revision and lower Contract and Bond Services personnel costs.

Solid Waste. Revenue stayed at $28.81 million and appropriations were reduced by $145,914 overall. The hearing budget reduced the transfer for equipment replacement by $372,233 to match the approved capital improvement program. Solid Waste also took over $125,000 of General Fund support for cleanup and demolition and transferred an additional $200,000 to the General Fund to continue spay/neuter vouchers.

November 13 hearing to December 1 submission

General Fund. Revenue was unchanged. The December submission includes $786,345 for the General Fund share of equipment in the approved Police capital improvement program. The budget removed $40,181 in Management Services capital. It included $28,933 for one-time payments of 2.5% of base pay for 18 eligible officers at or above their grade or step maximum, who had no available step increase. Other operating expenditures were reduced by about $32,000. Capital changes were the main reason the result moved from a $201,321 surplus to a $541,824 deficit after capital outlay.

Street Maintenance. The December budget uses the same 7.31% property tax growth assumption as the General Fund to reflect the phased-in reappraisal. That increased Street Maintenance revenue by $139,590 to $3,071,305. The December budget also includes $1.12 million for vehicles and heavy equipment in the approved capital improvement program, up from $7,300 in capital outlay at the hearing. Operating expenditures were reduced by $3,248. Ending fund balance includes $2.21 million reserved for equipment.

Water & Sewer. Revenue was unchanged. Operating expenditures were reduced by about $121,000. The revised budget records both solar payments and offsetting energy credits. The net Water Resources entries reduced operating expenditures by $105,406 after the hearing. The budget also removed $92,086 in Management Services capital. The FY2026 transfer for capital improvements reduced opening FY2027 working capital. Projected ending working capital is $24.45 million, with a 31.0% contingency reserve.

Solid Waste. Revenue was unchanged. Operating expenditures were reduced by $4,109 and Management Services capital by $14,079. The surplus after capital increased to $20,641.

City of Fort Smith Human Resources

MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors

CC: Jeff Dingman, City Administrator

FROM: Eric Garvin, Director, Human Resources

DATE: November 24, 2026

SUBJECT: Ordinance Establishing Pay Rates and Related Procedures for City Employees

SUMMARY

Attached is an annual ordinance establishing pay rates and related procedures for non-uniformed City employees, Civil Service (uniformed) employees of the Fire Department, and Civil Service (uniformed) employees of the Police Department for the calendar year 2027 and compensation year 2027 to be effective January 1, 2027.

The pay schedule for non-uniform employees has increased by 4% compared to the 2026 non-uniform pay schedule, the pay schedule for Civil Service (uniformed) Fire employees has increased by 13.7% compared to the 2026 uniform fire pay schedule, and the pay schedule for Civil Service (uniformed) Police employees has increased by 5% compared to the 2026 uniform police pay schedule.

I recommend the Board of Directors approve the ordinance.

ATTACHMENTS

1. 6_2027_Pay_Schedule_Ordinance_12012026.pdf
2. 2027 Pay Schedule.pdf

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PAY RATES AND RELATED PROCEDURES FOR CITY EMPLOYEES

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

SECTION 1: Pay Rates of Non-Uniformed Employees

A. Effective January 1, 2027, non-uniformed employees shall be paid based on the pay grade ranges as shown in Appendices A and B for calendar year 2027 and compensation year 2027. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year. The positions of City Administrator and Internal Auditor do not have pay grade ranges and will have their rate of pay determined annually by the Board of Directors.

B. Effective January 1, 2027, all non-uniformed employees hired by the City on or after January 1, 2027, will be offered the minimum rate of the pay range associated with the grade of the position offered; however, with approval of the Director, Human Resources and City Administrator, an applicant can be offered a different competitive market rate within the respective pay grade in an effort to hire highly qualified individuals.

C. Effective January 1, 2027, eligible non-uniformed employees whose current base pay is below the minimum of the pay grade for their position will receive a 4% increase to their base pay or an increase to the minimum of the pay grade for their position, whichever is greater.

D. Effective January 1, 2027, employees whose current base pay is in the 1st quartile of the pay grade for their position will receive a 4% increase to their base pay; employees whose base pay is in the 2nd quartile of the pay grade for their position will receive a 3% increase to their base pay; employees whose base pay is in the 3rd quartile of the pay grade for their position will receive a 2% increase to their base pay; employees whose base pay is in the 4th quartile of the pay grade for their position will receive a 2% increase to their base pay. For non-uniformed employees at or above the maximum pay of the grade, a one-time payment (lump sum), which will not become part of the employee's base pay, of 4% of base pay will be granted.

E. Performance evaluations will continue through 2027.

SECTION 2: Pay Rates of Civil Service (uniformed) Employees of the Fire Department

A. Effective January 1, 2027, Civil Service (uniformed) employees of the Fire Department shall be paid based on the rate of pay as set forth in Appendix C for calendar year 2027 and compensation year 2027. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year.

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

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

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

E. Performance evaluations will continue through 2027.

SECTION 3: Pay Rates of Civil Service (uniformed) Employees of the Police Department

A. Effective January 1, 2027, Civil Service (uniformed) employees of the Police Department shall be paid based on the rate of pay as set forth in Appendix D for calendar year 2027 and compensation year 2027. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year. For Civil Service (uniformed) Police Officers already at or above the maximum pay of the grade/step, a one-time payment (lump sum), which will not become part of the employee's base pay, of 2.5% of base pay will be granted.

B. Effective January 1, 2027, all Civil Service (uniformed) Police Officers hired by the City on or after January 1, 2027, shall initially be placed at the Entry Level (Grade P1; Step 1) of the pay schedule.

C. Internal transfers (with previous Fort Smith Police Department experience), rehires, and newly hired police officers holding a current state law enforcement certification with verifiable law enforcement experience (highly qualified applicants) shall be eligible for pay above the Entry Level but not to exceed Grade P1; Step 10. Such highly qualified applicants may be offered a different competitive market rate within the P1 pay grade in an effort to hire highly qualified individuals. Such exceptions above the Entry Level starting pay for highly qualified applicants require approval of the Director, Human Resources and City Administrator.

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

E. Performance evaluations will continue through 2027.

SECTION 4: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

No Publication Required

City of Fort Smith
Non-Uniform
Pay Schedule - 2027
(effective: 01/01/2027)

	Entry	Midpoint	Maximum
Grade 30			
Annual	$ 32,448.00	$ 40,560.00	$ 48,672.00
Bi-Weekly	$ 1,248.00	$ 1,560.00	$ 1,872.00
Hourly	$ 15.60	$ 19.50	$ 23.40
Grade 31			
Annual	$ 34,652.80	$ 43,326.40	$ 52,000.00
Bi-Weekly	$ 1,332.80	$ 1,666.40	$ 2,000.00
Hourly	$ 16.66	$ 20.83	$ 25.00
Grade 32			
Annual	$ 36,857.60	$ 46,072.00	$ 55,286.40
Bi-Weekly	$ 1,417.60	$ 1,772.00	$ 2,126.40
Hourly	$ 17.72	$ 22.15	$ 26.58
Grade 33			
Annual	$ 39,062.40	$ 48,838.40	$ 58,614.40
Bi-Weekly	$ 1,502.40	$ 1,878.40	$ 2,254.40
Hourly	$ 18.78	$ 23.48	$ 28.18
Grade 34			
Annual	$ 41,288.00	$ 51,604.80	$ 61,921.60
Bi-Weekly	$ 1,588.00	$ 1,984.80	$ 2,381.60
Hourly	$ 19.85	$ 24.81	$ 29.77
Grade 35			
Annual	$ 43,513.60	$ 54,392.00	$ 65,270.40
Bi-Weekly	$ 1,673.60	$ 2,092.00	$ 2,510.40
Hourly	$ 20.92	$ 26.15	$ 31.38
Grade 36			
Annual	$ 45,718.40	$ 57,137.60	$ 68,556.80
Bi-Weekly	$ 1,758.40	$ 2,197.60	$ 2,636.80
Hourly	$ 21.98	$ 27.47	$ 32.96
Grade 37			
Annual	$ 47,923.20	$ 59,904.00	$ 71,884.80
Bi-Weekly	$ 1,843.20	$ 2,304.00	$ 2,764.80
Hourly	$ 23.04	$ 28.80	$ 34.56
Grade 38			
Annual	$ 50,128.00	$ 62,670.40	$ 75,212.80
Bi-Weekly	$ 1,928.00	$ 2,410.40	$ 2,892.80
Hourly	$ 24.10	$ 30.13	$ 36.16

	Entry	Midpoint	Maximum
Grade 39			
Annual	$ 52,332.80	$ 65,416.00	$ 78,499.20
Bi-Weekly	$ 2,012.80	$ 2,516.00	$ 3,019.20
Hourly	$ 25.16	$ 31.45	$ 37.74
Grade 40			
Annual	$ 55,660.80	$ 69,576.00	$ 83,491.20
Bi-Weekly	$ 2,140.80	$ 2,676.00	$ 3,211.20
Hourly	$ 26.76	$ 33.45	$ 40.14
Grade 41			
Annual	$ 60,070.40	$ 75,088.00	$ 90,105.60
Bi-Weekly	$ 2,310.40	$ 2,888.00	$ 3,465.60
Hourly	$ 28.88	$ 36.10	$ 43.32
Grade 42			
Annual	$ 64,500.80	$ 80,620.80	$ 96,740.80
Bi-Weekly	$ 2,480.80	$ 3,100.80	$ 3,720.80
Hourly	$ 31.01	$ 38.76	$ 46.51
Grade 43			
Annual	$ 68,910.40	$ 86,132.80	$ 103,355.20
Bi-Weekly	$ 2,650.40	$ 3,312.80	$ 3,975.20
Hourly	$ 33.13	$ 41.41	$ 49.69
Grade 44			
Annual	$ 73,340.80	$ 91,686.40	$ 110,032.00
Bi-Weekly	$ 2,820.80	$ 3,526.40	$ 4,232.00
Hourly	$ 35.26	$ 44.08	$ 52.90
Grade 45			
Annual	$ 77,750.40	$ 97,198.40	$ 116,646.40
Bi-Weekly	$ 2,990.40	$ 3,738.40	$ 4,486.40
Hourly	$ 37.38	$ 46.73	$ 56.08
Grade 46			
Annual	$ 82,180.80	$ 102,731.20	$ 123,281.60
Bi-Weekly	$ 3,160.80	$ 3,951.20	$ 4,741.60
Hourly	$ 39.51	$ 49.39	$ 59.27
Grade 47			
Annual	$ 86,590.40	$ 108,243.20	$ 129,896.00
Bi-Weekly	$ 3,330.40	$ 4,163.20	$ 4,996.00
Hourly	$ 41.63	$ 52.04	$ 62.45

	Entry	Midpoint	Maximum
Grade 48			
Annual	$ 91,000.00	$ 113,755.20	$ 136,510.40
Bi-Weekly	$ 3,500.00	$ 4,375.20	$ 5,250.40
Hourly	$ 43.75	$ 54.69	$ 65.63
Grade 49			
Annual	$ 95,451.20	$ 119,308.80	$ 143,166.40
Bi-Weekly	$ 3,671.20	$ 4,588.80	$ 5,506.40
Hourly	$ 45.89	$ 57.36	$ 68.83
Grade 50			
Annual	$ 99,860.80	$ 124,820.80	$ 149,780.80
Bi-Weekly	$ 3,840.80	$ 4,800.80	$ 5,760.80
Hourly	$ 48.01	$ 60.01	$ 72.01
Grade 51			
Annual	$ 104,291.20	$ 130,353.60	$ 156,416.00
Bi-Weekly	$ 4,011.20	$ 5,013.60	$ 6,016.00
Hourly	$ 50.14	$ 62.67	$ 75.20
Grade 52			
Annual	$ 108,700.80	$ 135,865.60	$ 163,030.40
Bi-Weekly	$ 4,180.80	$ 5,225.60	$ 6,270.40
Hourly	$ 52.26	$ 65.32	$ 78.38
Grade 53			
Annual	$ 113,110.40	$ 141,398.40	$ 169,686.40
Bi-Weekly	$ 4,350.40	$ 5,438.40	$ 6,526.40
Hourly	$ 54.38	$ 67.98	$ 81.58

(Annual Amount based on 2080 hours per year)
(Bi-Weekly Amount based on 40 hours per week)

City of Fort Smith
Engineering
Pay Schedule - 2027
(effective: 01/01/2027)

	Entry	Midpoint	Maximum
E01			
Annual	$ 78,000.00	$ 97,510.40	$ 117,000.00
Bi-Weekly	$ 3,000.00	$ 3,750.40	$ 4,500.00
Hourly	$ 37.50	$ 46.88	$ 56.25
E02			
Annual	$ 93,600.00	$ 117,000.00	$ 140,400.00
Bi-Weekly	$ 3,600.00	$ 4,500.00	$ 5,400.00
Hourly	$ 45.00	$ 56.25	$ 67.50

	Entry	Midpoint	Maximum
E03			
Annual	$ 97,073.60	$ 121,347.20	$ 145,600.00
Bi-Weekly	$ 3,733.60	$ 4,667.20	$ 5,600.00
Hourly	$ 46.67	$ 58.34	$ 70.00
E04			
Annual	$ 124,800.00	$ 156,000.00	$ 187,200.00
Bi-Weekly	$ 4,800.00	$ 6,000.00	$ 7,200.00
Hourly	$ 60.00	$ 75.00	$ 90.00

	Entry	Midpoint	Maximum
E05			
Annual	$ 140,400.00	$ 175,510.40	$ 210,600.00
Bi-Weekly	$ 5,400.00	$ 6,750.40	$ 8,100.00
Hourly	$ 67.50	$ 84.38	$ 101.25
E06			
Annual	$ 156,000.00	$ 195,000.00	$ 234,000.00
Bi-Weekly	$ 6,000.00	$ 7,500.00	$ 9,000.00
Hourly	$ 75.00	$ 93.75	$ 112.50

Grade E01 - **Project Engineer in Training (EIT)** - Bachelor of Science in Engineering and registered as Professional Engineer (PE) Intern in the State of Arkansas *

Grade E02 - **Project Engineer I** - Bachelor of Science in Engineering and registered as Professional Engineer (PE) Intern in the State of Arkansas *

Grade E03 - **Project Engineer II** - Bachelor of Science in Engineering and registered as Professional Engineer (PE) Intern in the State of Arkansas *

Grade E04 - **Senior Project Engineer** - Bachelor of Science in Engineering and registered as Professional Engineer (PE) Intern in the State of Arkansas *

Grade E05 - **Department Deputy Director Engineer** - Bachelor of Science in Engineering and registered as Professional Engineer (PE) Intern in the State of Arkansas *

Grade E06 - Department Director Engineer - Bachelor of Science in Engineering and registered as Professional Engineer (PE) Intern in the State of Arkansas *

** or able to become registered in the State of Arkansas within twelve (12) months of employment*

(Annual Amount based on 2080 hours per year)
(Bi-Weekly Amount based on 40 hours per week)

City of Fort Smith
Uniform - Fire Department
Pay Schedule - 2027
(effective: 01/01/2027)

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

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

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

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

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

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

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

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

Hourly annual amount based on 2,912 hrs./year (243 hours overtime + 2,669 hours straight time); Exempt annual amount based on 2,080 hrs./year
All Step amounts include pay for holidays

City of Fort Smith
Uniform - Police Department
Pay Schedule - 2027
(effective: 01/01/2027)

Rank / Designation	Grade	Rate	*(Entry)* Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer/Corporal	P1	Hourly	$ 25.25	$ 25.88	$ 26.52	$ 27.18	$ 27.87	$ 28.56	$ 29.28
(non-exempt / hourly)		Annual	$ 52,520.00	$ 53,830.40	$ 55,161.60	$ 56,534.40	$ 57,969.60	$ 59,404.80	$ 60,902.40

			Step 8	Step 9	Step 10
		Hourly	$ 30.01	$ 30.76	$ 31.52
		Annual	$ 62,420.80	$ 63,980.80	$ 65,561.60

			(Entry) Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	P2	Hourly	$ 35.63	$ 36.52	$ 37.43	$ 38.36	$ 39.32
(non-exempt / hourly)		Annual	$ 74,110.40	$ 75,961.60	$ 77,854.40	$ 79,788.80	$ 81,785.60

			(Entry) Step 1	Step 2	Step 3	Step 4
Lieutenant	P3	Hourly	$ 42.27	$ 43.33	$ 44.41	$ 45.53
(non-exempt / hourly)		Annual	$ 87,921.60	$ 90,126.40	$ 92,372.80	$ 94,702.40

			(Entry) Step 1	Step 2	Step 3	Step 4
Captain	P4	Bi-Weekly	$ 3,824.52	$ 3,920.13	$ 4,018.13	$ 4,118.58
(exempt / salary)		Annual	$ 99,437.52	$ 101,923.38	$ 104,471.38	$ 107,083.08

			(Entry) Step 1	Step 2	Step 3
Deputy Chief	P5	Bi-Weekly	$ 4,530.44	$ 4,643.70	$ 4,759.79
(exempt / salary)		Annual	$ 117,791.44	$ 120,736.20	$ 123,754.54

Annual amount based on 2080 hours per year
(All steps include pay for holidays)

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: November 20, 2026

SUBJECT: Private Club Permit Application for Majestic Live FS, LLC

SUMMARY

Majestic Live FS, LLC is requesting approval to apply for a new private club permit at 817 Garrison Avenue. The City's business registration application identifies the following business and owner:

Owner: Peyton Bullington
Business Name: Majestic Live FS, LLC
Location: 817 Garrison Avenue, Fort Smith, Arkansas

Planning staff reports that the premises previously held an H-M-R Mixed Drink Maximum permit, which did not require a City ordinance. The business is now requesting a private club permit with alcohol service until 2:00 a.m.

Under Ark. Code Ann. § 3-9-222(a) and 3 CAR § 5-201(a)(1), the Board must approve the application by ordinance before it can be submitted to the Arkansas Alcoholic Beverage Control Division (ABC). ABC determines whether to issue the permit. Under 3 CAR § 5-403(a), alcohol service, possession, and consumption on the permitted premises must end by 2:00 a.m., subject to any earlier applicable limit.

Staff recommends adoption of the attached ordinance. The ordinance requires no City appropriation.

ATTACHMENTS

1. 11_3308_Majestic_Live_FS_Private_Club_Ordinance_Draft.pdf

ORDINANCE NO. _____

ORDINANCE APPROVING PEYTON BULLINGTON D/B/A MAJESTIC LIVE FS, LLC TO FILE AN APPLICATION WITH THE ALCOHOL BEVERAGE CONTROL DIVISION TO OBTAIN PRIVATE CLUB AND RETAIL BEER LICENSES TO SELL LIQUOR, WINE, AND BEER AT 817 GARRISON AVENUE

WHEREAS, Arkansas Code Annotated § 3-9-222(a) (Supp. 2025) provides for local approval before the Arkansas Alcoholic Beverage Control Division may issue a private club permit for the proposed location; and.

WHEREAS, Majestic Live FS, LLC seeks approval to apply for a new private club permit for 817 Garrison Avenue, Fort Smith, Arkansas.

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

Section 1. Pursuant to Arkansas Code Annotated § 3-9-222(a), the Board of Directors approves the application of Majestic Live FS, LLC to operate a private club at 817 Garrison Avenue, Fort Smith, Arkansas, for submission to the Arkansas Alcoholic Beverage Control Division.

Section 2. Operation under this approval is subject to issuance of the state private club permit and compliance with all applicable laws, rules, ordinances, and permit conditions. The dispensing, possession, and consumption of alcoholic beverages on the permitted premises shall end by 2:00 a.m. or at any earlier time required by applicable law or the state permit.

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED

_____
Mayor

ATTEST

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

DRAFT

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: November 20, 2026

SUBJECT: Private Club Permit Transfer to The Recovery Room at 91st

SUMMARY

Johnnie Calhoun requests City approval to transfer the Foxfire Private Club permit to The Recovery Room at 91st, Inc. Planning staff reports that Foxfire ceased operations after a fire on August 15, 2026. The City application lists the following permit information:

Applicant: Johnnie Calhoun
From: Foxfire Private Club, 421 North 10th Street (ABC No. 01237-01)
To: The Recovery Room at 91st, Inc., 3702 91st Street (ABC No. 03386-01)

The requested transfer would replace the existing 2:00 a.m. permit at The Recovery Room with a permit allowing alcohol service until 5:00 a.m., if approved by the Arkansas Alcoholic Beverage Control Division (ABC).

Under 3 CAR § 1-215(a)(2)(D), the transfer application must include a City ordinance approving the transfer. ABC determines whether the Foxfire permit is eligible for transfer and whether the replacement permit can carry the 5:00 a.m. hours under 3 CAR § 5-403(b). If ABC approves the transfer, it issues the permit for the new location under 3 CAR § 1-215(c).

Staff recommends adoption of the attached ordinance, subject to ABC approval. The ordinance requires no City appropriation.

ATTACHMENTS

1. 3309_Recovery_Room_at_91st_Private_Club_Transfer_Ordinance_Draft.pdf

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE TRANSFER OF A PRIVATE CLUB PERMIT FROM FOXFIRE PRIVATE CLUB TO THE RECOVERY ROOM AT 91ST

WHEREAS, Arkansas Code Annotated § 3-9-222(a) (Supp. 2025) requires local approval before the Arkansas Alcoholic Beverage Control Division issues private club licenses; and,

WHEREAS, Johnnie Calhoun has requested approval to transfer the Foxfire Private Club permit (ABC No. 01237-01) from 421 North 10th Street to The Recovery Room at 91st, Inc., at 3702 91st Street in Fort Smith, Arkansas. The request would replace the existing permit at the destination (ABC No. 03386-01) and carry forward the Foxfire permit's 5:00 a.m. alcohol service cutoff.

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

Section 1. The Board of Directors approves, for local purposes, the requested transfer of the Foxfire Private Club permit (ABC No. 01237-01) from 421 North 10th Street to 3702 91st Street, Fort Smith, Arkansas, subject to approval by the Arkansas Alcoholic Beverage Control Division.

Section 2. Operation under this approval is subject to issuance of the state permit for the new location and compliance with applicable laws, rules, ordinances, and permit conditions. Alcohol service until 5:00 a.m. is subject to the hours authorized by the state permit and any earlier applicable limit.

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED

_____
Mayor

ATTEST

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: November 18, 2026

SUBJECT: Change Order No.1 with InLiner Solutions LLC for the 2016 SSA Remedial Measures, Sub-Basin P008, Phase I, Project No. 17-13-C1

SUMMARY

On May 7, 2026, the Board of Directors approved the bid of Inliner Solutions, LLC in the amount of $6,857,019.47. The scope of this project includes the replacement or rehabilitation of approximately 15,000 liner feet of 8-inch and 12-inch diameter sanitary sewer and will utilize open-cut, pipe bursting, and cured-in-place-pipe lining to remediate the defects. Approximately 100 manholes will be repaired, replaced, or rehabilitated in this project. An exhibit showing the location of the project and a project summary sheet are attached for your review.

Future Consent Decree work was discovered in the alleyways to be improved as part of a separate project. To prevent future disturbances of proposed new pavement in these areas, this work is being added to an active Consent Decree contract to address any and all sanitary sewer defects in this area. A similar Change Order was added to a separate Consent Decree contract on November 2, 2026 for alleyway sewer improvements in another Sub-Basin. The alleyway this Change Order covers is adjacent to the Sub-Basin in which Inliner Solutions, LLC is currently working.

This change order includes an adjustment to the contract time and contract price. The additional time requested is for sixty (60) days to reach substantial completion. The adjusted contract substantial completion date will be December 5, 2027. The additional contract price increase requested is for $536,706.55. The adjusted contract price including this change order will be $7,393,726.02.

The attached Resolution authorizes the Mayor to execute Change Order Number 01 with Inliner Solutions, LLC in the amount of $536,706.55 and for 60 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. 9_12-1-26_Item_ID_3269_Resolution_Engineering-Utilities.pdf
2. Item ID 3269 Change Order.pdf
3. Location Map.pdf
4. 12-1-26 Item ID 3269 Project Summary Engineering-Utilities.pdf

FISCAL IMPACT:	*$536,706.55 and 60 additional days*
BUDGET INFORMATION:	*Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH INLINER SOLUTIONS, LLC FOR THE 2016 SSA REMEDIAL MEASURES,
SUB-BASIN P008, PHASE I, PROJECT NO. 17-13-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 InLiner Solutions, LLC, for the construction of the 2016 SSA Remedial Measures, Sub-Basin P008, Phase I, Project No. 17-13-C1, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order No. 1 approved by Section 1 hereof, increasing the contract amount by $536,706.55 and adding 60 days for performance of said services.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr

CHANGE ORDER NO. 1

CHANGE ORDER NO.: One (1)

DATE: November 3, 2026

CONTRACT DATE: May 20, 2026

PROJECT NO. 17-13-C1 NOTICE TO PROCEED DATE: July 14, 2026

NAME OF PROJECT: 2016 REMEDIAL MEASURES, SUB-BASIN P008-PHASE 1

OWNER: CITY OF FORT SMITH ARKANSAS

CONTRACTOR: INLINER SOLUTIONS, LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

The following items are added to the Project.

Item No.	Description	Quantity and Unit	Unit Price	Amount of Change
7.	R&D of Concrete Sidewalk/Driveways	218 SY	$15.00	$3,270.00
8.	R&D of Concrete Curb and Curb & Gutter	140 SY	$15.00	$2,100.00
17.	Granular Backfill (Trenches)	16 CY	$74.50	$1,192.00
22.	Sanitary Sewer Trenching & Backfilling 0'-4'	160 LF	$15.00	$2,400.00
23.	Sanitary Sewer Trenching & Backfilling 4'-8'	187 LF	$20.00	$3,740.00
24.	Sanitary Sewer Trenching & Backfilling 8'-12'	287 LF	$25.00	$7,175.00
26.	Flowable Fill	11 CY	$220.00	$2,420.00
30.	Gravel Surface Repair (4" Thickness)	2,207 SY	$57.50	$126,902.50
32.	Asphalt Surface Patch	209 SY	$138.00	$28,842.00
33.	Deep Patch	9 SY	$187.00	$1,683.00
35.	Curb & Gutter (Type B - Mountable)	140 LF	$88.00	$12,320.00
38.	Concrete Driveway (6" Thickness)	155 SY	$187.00	$28,985.00
39.	Concrete Sidewalk (4" Thickness)	63 SY	$176.00	$11,088.00
64.	Post-CCTV Sewer Main (8-Inch Diameter)	1,678 LF	$2.50	$4,195.00
68.	Normal Cleaning	1,678 LF	$3.35	$5,621.30
69.	Sewer Pipe (8-Inch, PVC SDR 35)	634 LF	$164.00	$103,976.00
76.	Sewer Service Line (4-inch, PVC Sch. 40) Open Cut	420 LF	$48.50	$20,370.00
77.	Sewer Service Wyes (8" x 4")	9 EA	$190.00	$1,710.00
83.	Sewer Service Clean-Outs (4-Inch)	37 EA	$165.00	$6,105.00
86.	Standard Depth Manhole (4-Foot Diameter, 6 Feet and Less)	1 EA	$8,250.00	$8,250.00
87.	Additional Depth for Manhole (4-Foot Diameter)	4 VF	$188.00	$752.00
88.	Manhole Drops (4 Feet and Less)	1 EA	$2,875.00	$2,875.00
90.	Concrete Caps	5 EA	$750.00	$3,750.00
97.	Remove and Replace Manhole Frame and Covers (Non-Locking)	1 EA	$500.00	$500.00
102.	Fiberglass Manhole up to 6-Feet Deep (4-Foot Diameter)	1 EA	$10,115.00	$10,115.00
103.	Additional Depth for Fiberglass Manhole (4-Foot Diameter)	7 VF	$902.25	$6,315.75
104.	Connect Sewer Main Pipe to Existing Manhole	8 EA	$113.00	$904.00
108.	Pipe Bursting (8-Inch, HDPE SDR 17)	1,044 LF	$100.00	$104,400.00
112.	Service Lateral Reinstatement After Pipe Burst of Main (4-Inch)	33 EA	$750.00	$24,750.00
TOTAL CHANGE ORDER NO. 1			**ADD**	**$536,706.55**

JUSTIFICATION:
This Change Order No. 1 is for additional scope of work associated with the sewer rehabilitation in the Alleyway Improvement Project.

CHANGE ORDER NO.: One (1)

DATE: November 3, 2026

CONTRACT DATE: May 20, 2026

CHANGE TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	$6,857,019.47
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS	$6,857,019.47
THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) (DECREASED) BY	$536,706.55
THE NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE	$7,393,726.02

CHANGE TO CONTRACT TIME:

CURRENT SUBSTANTIAL COMPLETION DATE:	October 6, 2027
THE CONTRACT TIME DUE TO THIS CHANGE ORDER WILL BE (INCREASED) ~~(DECREASED)~~ BY 60 CALENDAR DAYS	60
NEW SUBSTANTIAL COMPLETION DATE:	December 5, 2027

JUSTIFICATION:
This additional Contract Time is warranted for the Contractor to complete the scope of work in Change Order No. 1 including mobilization, sewer rehabilitation, concrete, asphalt, and site restoration.

APPROVALS:

RECOMMENDED BY ENGINEER: HAWKINS-WEIR ENGINEERS, INC.

By _____ Date 11/17/2026

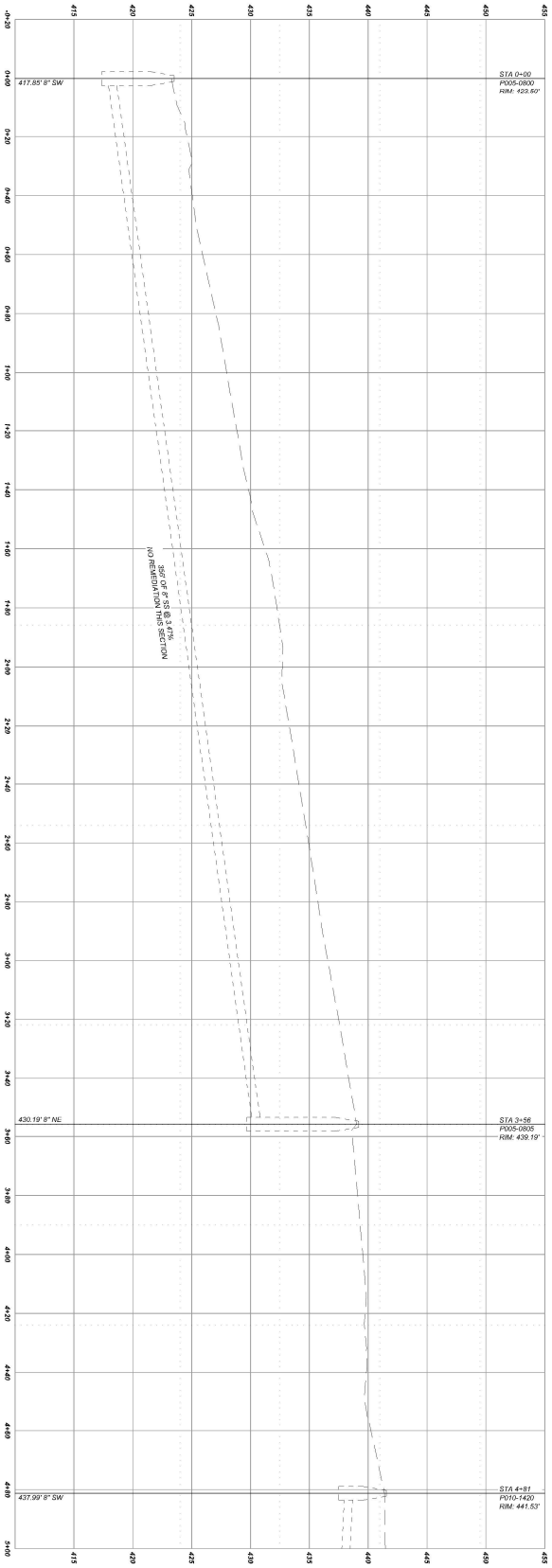
ACCEPTED BY CONTRACTOR: INLINER SOLUTIONS, LLC

By Jeremy Guest Signer ID: GABL63VQ16... Date 11/11/2026

APPROVED BY OWNER: CITY OF FORT SMITH, ARKANSAS

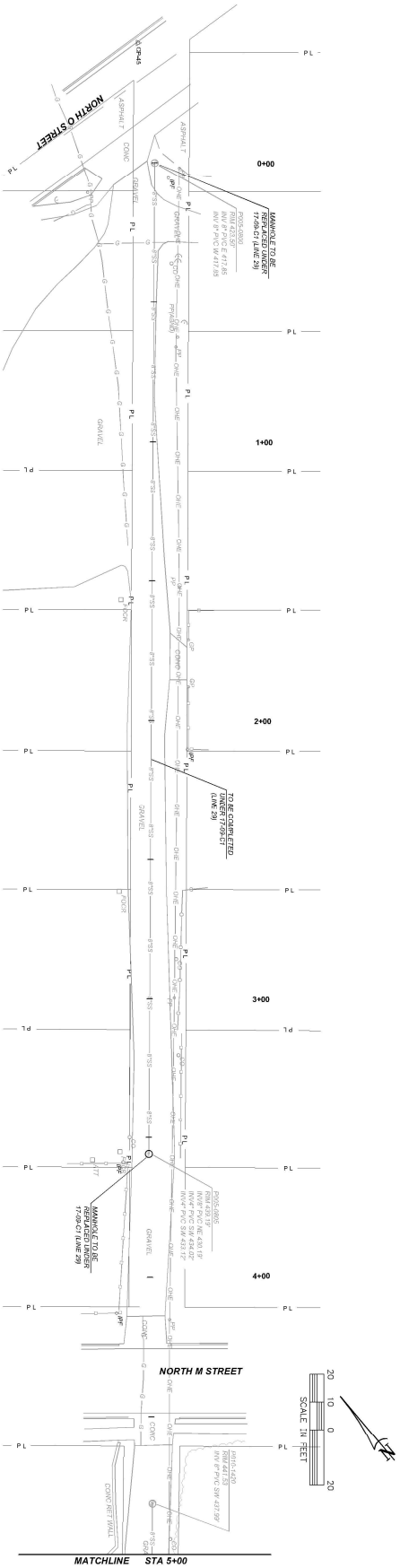
By _____ Date _____

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.



ALLEYWAY NO. 3
STA 0+00 TO STA 5+00

PROFILE
H: 1"=20' V: 1"=5'



ALLEYWAY NO. 3
STA 0+00 TO STA 5+00

PLAN
1"=20'

Date	OCTOBER 2025
Scale	1"=20'
Designed By	LEY
Drawn By	MKH
Filename	FP01
HWEI Job No.	19-19-ED3
SHEET NO.	5 OF 23

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 0+00 TO STA 5+00

City of Fort Smith ARKANSAS

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

REVISION	DATE

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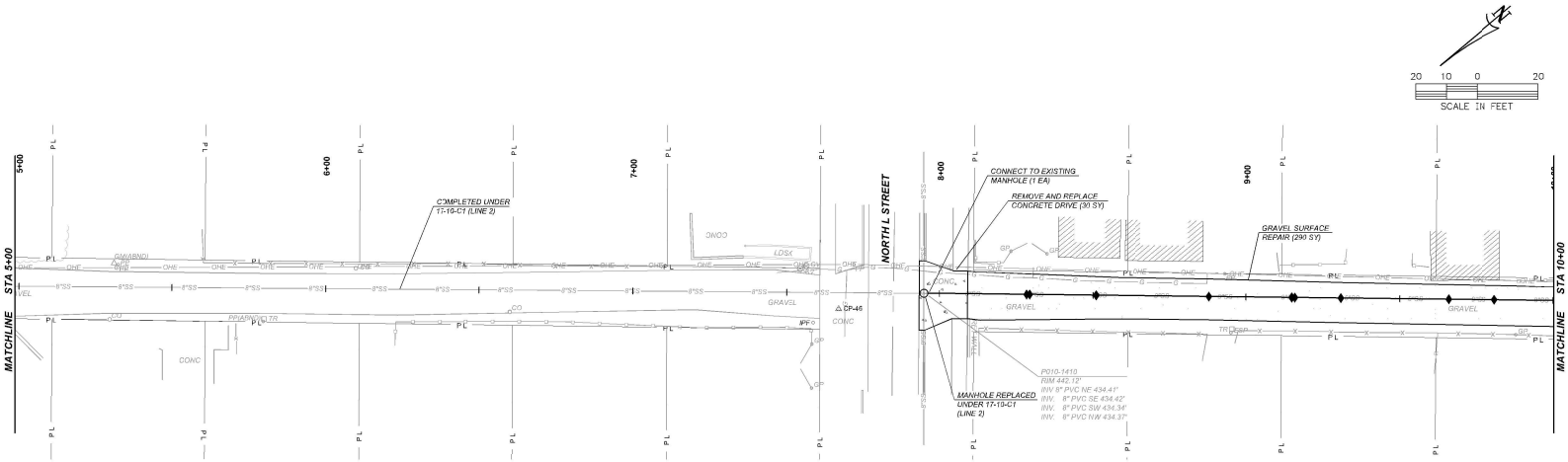
ORIGINAL SHEET SIZE: 22" x 34"
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY
1"



ALLEYWAY NO. 3
STA 5+00 TO STA 10+00

PLAN
1"=20'

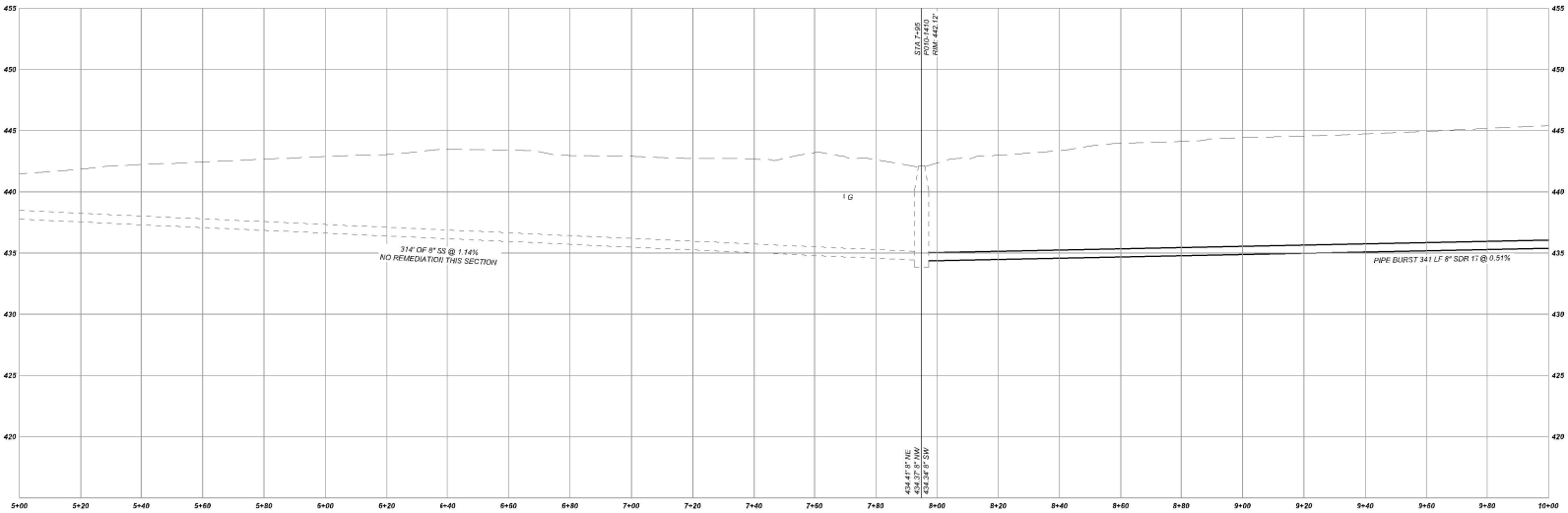
NOTES:

1. *CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.*
2. *CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH ELECTRIC AND GAS PROVIDERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.*
3. *SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.*

SANITARY SEWER SERVICE CONNECTIONS

STATION*	INSTALL SERVICE WYE (EA)	SERVICE REINSTATEMENT AFTER PIPE BURST (EA)	INSTALL 4" SERVICE LINE (LF)
8+29	.	1	10
8+29	.	1	10
8+51	.	1	10
8+88	.	1	10
9+16	.	1	10
9+16	.	1	10
9+31	.	1	10
9+88	.	1	10
9+81	.	1	10

** SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ♦ NOT ALL SERVICE CONNECTIONS ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY LOCATION, CONNECTION, AND THAT SERVICE LINE IS ACTIVE. SANITARY SEWER SERVICE CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT HAVE AN UNKNOWN CONNECTION ORIENTATION AND MUST BE VERIFIED. EACH NEW SEWER SERVICE CONNECTION SHALL INCLUDE A SEWER SERVICE CLEAN-OUT AT OR NEAR THE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 702.14.*



ALLEYWAY NO. 3
STA 5+00 TO STA 10+00

PROFILE
H: 1"=20', V: 1"=5'

ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

DATE
REVISION

© HAWKINS-WEIR ENGINEERS, INC. 2026

HAWKINS WEIR ENGINEERS, INC.
Fort Smith (479) 242-4666 | Fayetteville (479) 582-2266 | Little Rock (501) 314-4646
Tom Bunch (479) 414-1427
www.hawkins-weir.com

City of Fort Smith ARKANSAS

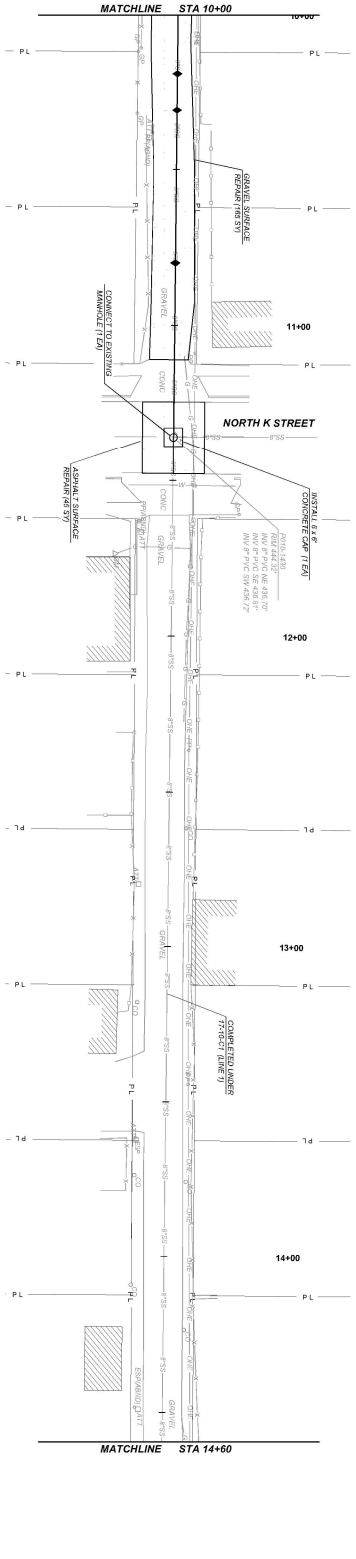
CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 5+00 TO STA 10+00

Date	OCTOBER 2025
Scale	1"=20'
Designed By	LEY
Drawn By	MKH
Filename	PP02
HWEI Job No.	19-19-ED3

SHEET NO.
6 OF 23

Z:\19\19-19-ED3\ (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\DRAWINGS\ALLEYWAYS\ PP02.DWG - 11/5/2026 11:42 AM - MATT WEIR - LAYOUT1



PLAN
1"=20'

ALLEYWAY NO. 3
STA 10+00 TO STA 14+60

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES TO BE VERIFIED BY FIELD SURVEY TO CONFIRM HORIZONTAL AND VERTICAL LOCATION AND DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR SHALL PROTECT ALL POWER POLES AND GAS METER WITH ELECTRIC AND GAS PHOTOCELLS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

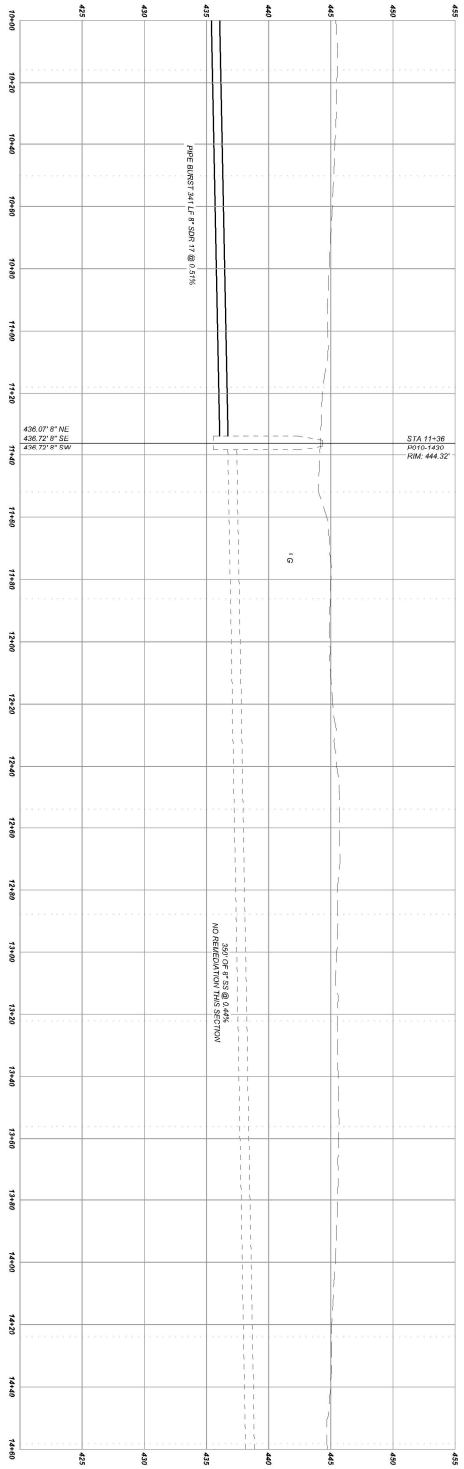
SANITARY SEWER SERVICE CONNECTIONS

STATION*	INSTALL SERVICE WYE (EA)	SERVICE REINSTATEMENT AFTER PIPE BURST (EA)	INSTALL 4" SERVICE LINE (LF)
10+19	1	1	10
10+31	1	1	10
10+50	1	1	10

*"SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ◆. NOT ALL SERVICE CONNECTIONS ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL SERVICE CONNECTIONS AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY LOCATION, CONNECTION, AND TYPE OF SERVICE. LINE IS ACTIVE, SANITARY SEWER SERVICE CONNECTIONS SHALL BE MADE WITH A WYE FITTING. CONTRACTOR SHALL MAINTAIN UNARKWARK CONNECTION ORIENTATION AND MUST BE VERIFIED. EACH NEW SEWER SERVICE CONNECTION SHALL INCLUDE A SEWER SERVICE CLEAN-OUT AT OR NEAR THE PROPERTY LINE AS SHOWN IN THE DETAILS AND AS REQUIRED BY THE SPECIFICATION SECTION 703.14. SEWER SERVICE CLEAN-OUTS WILL BE PAID PER

ALLEYWAY NO. 3
STA 10+00 TO STA 14+60

PROFILE
H: 1"=20', V: 1"=5'



CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 10+00 TO STA 14+60

City of Fort Smith ARKANSAS

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REVISION	DATE

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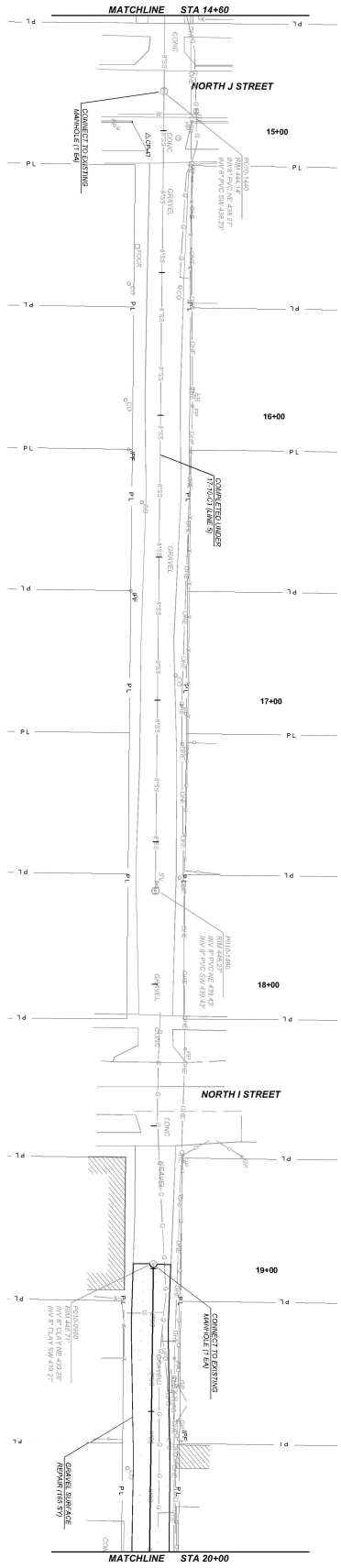
IF BAR IS NOT 1" AT FULL SIZE SCALE ACCORDINGLY
1"

Date: OCTOBER 2026
Scale: 1"=20'
Designed By: LEY
Drawn By: MKH
Filename: FP03
HWEI Job No.: 19-19-ED3
SHEET NO.: 7 OF 23



ALLEYWAY NO. 3
STA 14+60 TO STA 20+00
PLAN
1"=20'

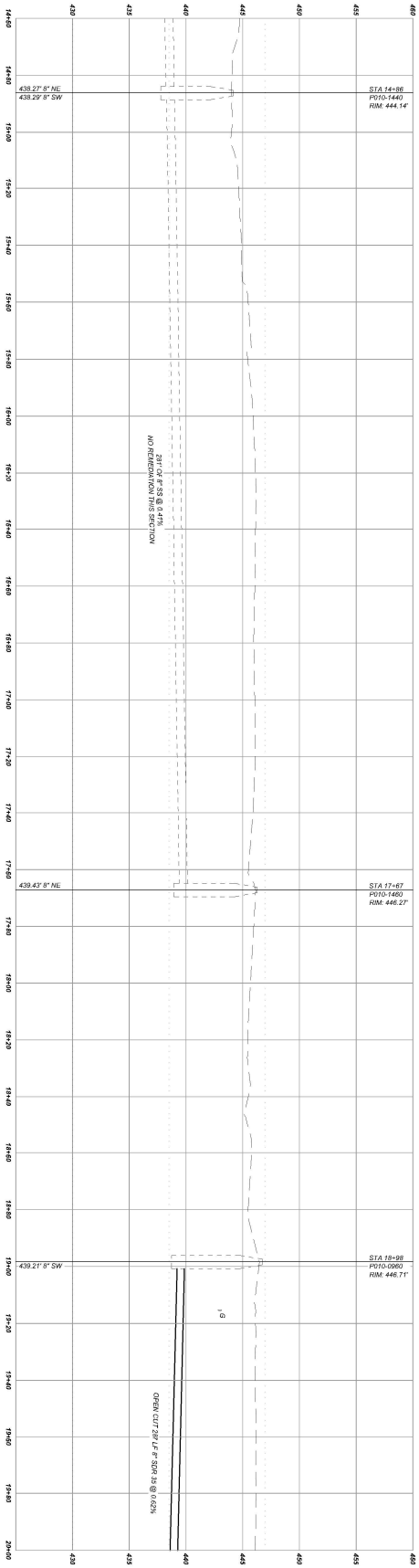
NOTES:
1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH UTILITY OWNERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE. ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

SANITARY SEWER SERVICE CONNECTIONS

STATION*	INSTALL SERVICE WYE (EA)	SERVICE REPOSITIONED AFTER PIPE BURST (EA)	INSTALL 4" SERVICE LINE (LF)

*SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ◆ IN PLAN VIEW. CONTRACTOR SHALL VERIFY ALL SERVICE CONNECTIONS AND SHALL LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY LOCATIONS AND NUMBER OF CONNECTIONS IN THE FIELD. CONTRACTOR SHALL REPAIR ANY CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT MADE AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL VERIFY EXISTING SEWER SERVICE CONNECTION ELEVATION AND MUST BE VERIFIED EACH NEW SEWER SERVICE INSTALLATION. CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 702.14.

ALLEYWAY NO. 3
STA 14+60 TO STA 20+00
PROFILE
H: 1"=20', V: 1"=5'



Date	OCTOBER 2025
Scale	1"=20'
Designed By	LEY
Drawn By	MKH
Filename	FP04
HWEI Job No.	19-19-ED3
SHEET NO.	8 OF 23

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 14+60 TO STA 20+00

City of Fort Smith ARKANSAS

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

REVISION	DATE

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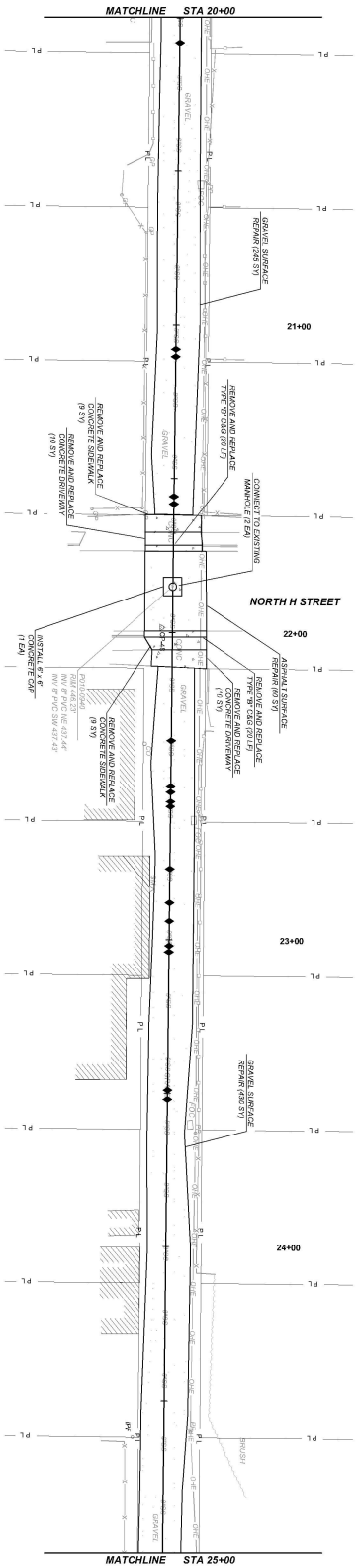
IF BAR DOES NOT MEASURE 1" AT FULL SIZE ADJUST SCALE ACCORDINGLY



NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH ELECTRIC AND GAS PROVIDERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE, ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

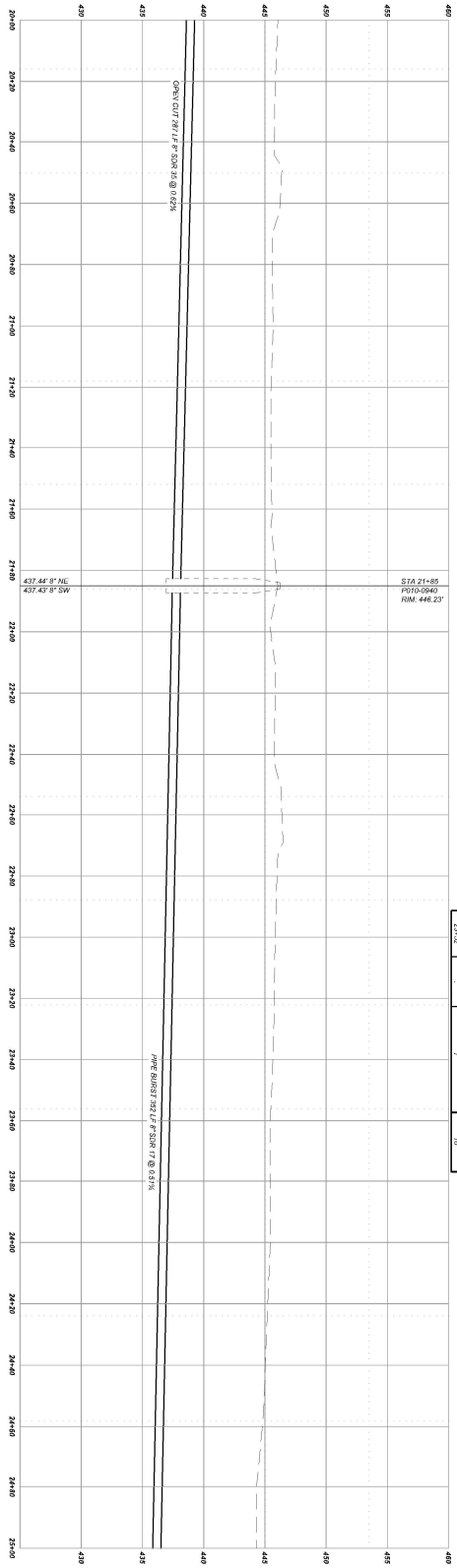
ALLEYWAY NO. 3
STA 20+00 TO STA 25+00

PLAN
1"=20'

SANITARY SEWER SERVICE CONNECTIONS

STATION*	INSTALL SERVICE WYE (EA)	SERVICE REPAIRS REQMT AFTER PIPE BURST (EA)	INSTALL 4" SERVICE LINE (LF)
21+09	1	-	10
21+09	1	-	10
21+57	1	-	10
21+57	1	-	10
21+85	-	-	10
22+33	-	-	10
22+56	-	-	10
22+77	-	-	10
23+98	-	-	10
24+02	-	-	10
23+04	-	-	10
23+49	-	-	10
23+52	-	-	10

*SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL TO INDICATE THE GENERAL LOCATION OF SERVICE CONNECTIONS. CONTRACTOR IS TO LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY SERVICE CONNECTION ELEVATION AND MUST BE VERIFIED EACH WEEK BEFORE CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT HAVE AN SEWER CONNECTION ELEVATION AND MUST BE VERIFIED EACH WEEK BEFORE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 702.14.



ALLEYWAY NO. 3
STA 20+00 TO STA 25+00

PROFILE
H: 1"=20', V: 1"=5'

CITY OF FORT SMITH, ARKANSAS 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02 ALLEYWAYS NO. 3 AND 4 PROJECT NO. 19-19-C3	City of Fort Smith ARKANSAS	HAWKINS WEIR ENGINEERS, INC. Van Buren (479) 474-1227 · Fort Smith (479) 242-4685 · Fayetteville (479) 455-2206 · Little Rock (501) 374-4846 www.hawkins-weir.com	REVISION / DATE

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 20+00 TO STA 25+00

Date	OCTOBER 2025
Scale	1"=20'
Designed By	LEY
Drawn By	MKH
Filename	FP05
HWEI Job No.	19-19-ED3
SHEET NO.	9 OF 23

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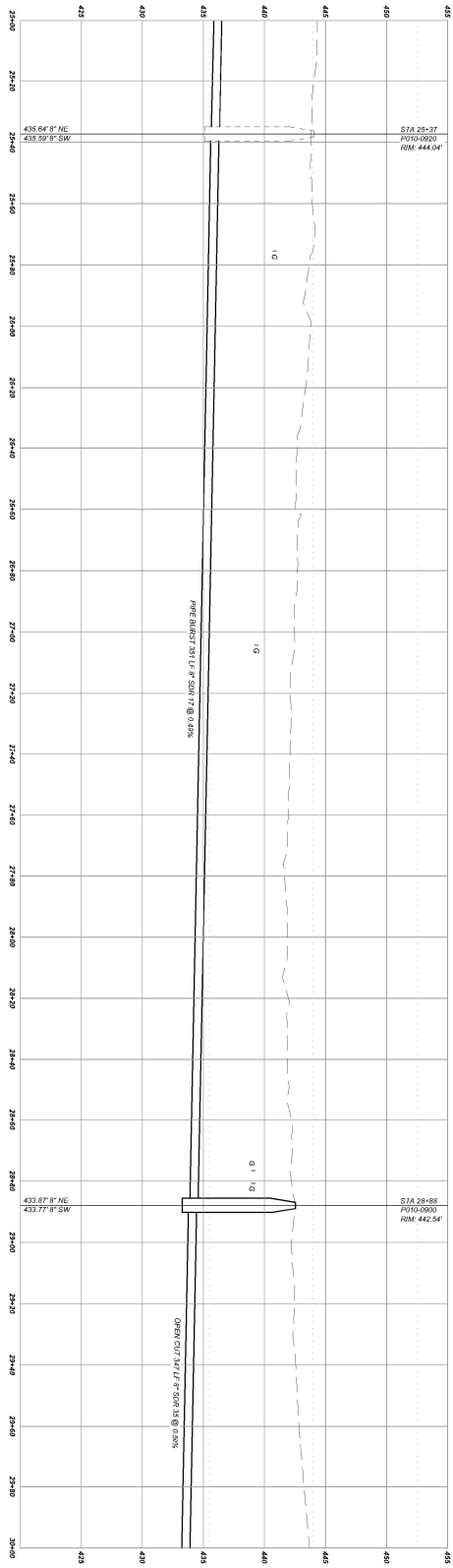
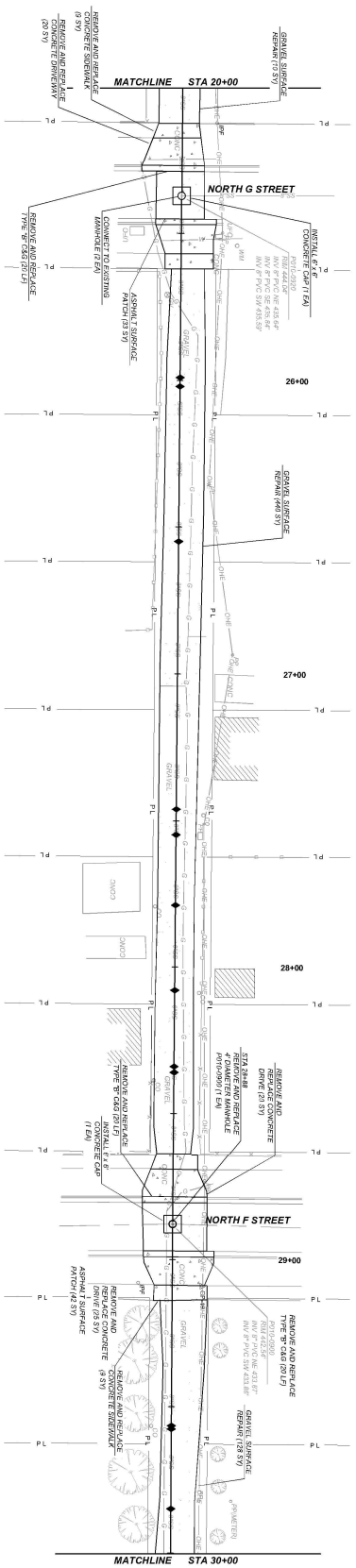
IF BAR IS NOT 1" AT FULL SIZE SCALE ACCORDINGLY



ALLEYWAY NO. 3
STA 25+00 TO STA 30+00
PROFILE
H: 1"=20', V: 1"=5'

NOTES:
1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
2. CONTRACTOR TO COORDINATE PROTECTION OF POWER POLES AND GAS METERS WITH UTILITY COMPANY OWNERS. THERE WILL BE NO SEPARATE PAYMENT FOR POWER POLE PROTECTION.
3. SEED, FERTILIZE, AND MULCH 15 FEET WIDE, CENTERED ON THE PIPE, ALL OTHER AREAS WILL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.



ALLEYWAY NO. 3
STA 25+00 TO STA 30+00
PLAN
1"=20'

SANITARY SEWER SERVICE CONNECTIONS			
STATION*	INSTALL SERVICE WYE (EA)	SERVICE REINSTATED AFTER PIPE BURST (EA)	INSTALL 4" SERVICE LINE (LF)
25+09	-	-	-
25+32	-	-	-
26+35	-	-	-
27+46	-	-	-
27+55	-	-	-
27+79	-	-	-
28+03	-	-	-
28+24	-	-	-
28+38	-	-	-
29+57	-	-	-
29+57	-	-	-
29+85	-	-	-

*SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ◆ TO INDICATE THE GENERAL LOCATION ONLY. CONTRACTOR SHALL FIELD VERIFY AND LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT HAVE AN EXISTING CONNECTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY SERVICE CONNECTION CANNOT BE LOCATED AND MUST BE VERIFIED. EACH NEW SEWER SERVICE SHALL HAVE A CLEAN-OUT INSTALLED AT THE RIGHT-OF-WAY OR NEAR THE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 702.14.

Date	OCTOBER 2025
Scale	1"=20'
Designed By	LEY
Drawn By	MKH
Filename	FP06
HWEI Job No.	19-19-ED3
SHEET NO.	

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 25+00 TO STA 30+00

City of Fort Smith ARKANSAS

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REVISION	DATE

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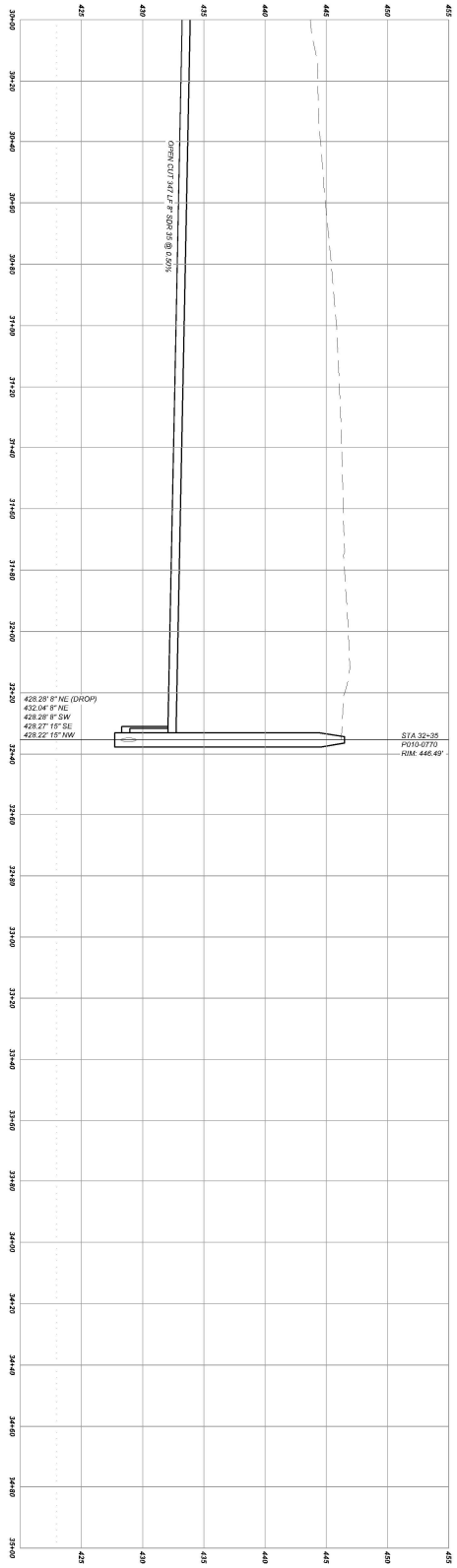
IF BAR DOES NOT MEASURE 1" AT FULL SIZE SCALE ACCORDINGLY



ALLEYWAY NO. 3
STA 30+00 TO END

PROFILE

H: 1"=20', V: 1"=5'

NOTES:

1. CONFIRM ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. COORDINATE RELOCATION AND PROTECTION OF EXISTING FRANCHISE UTILITIES. ALL UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR DEPTH AND LOCATION AND SHALL BE EXPOSED TO CONFIRM THAT NO CONFLICTS EXIST.
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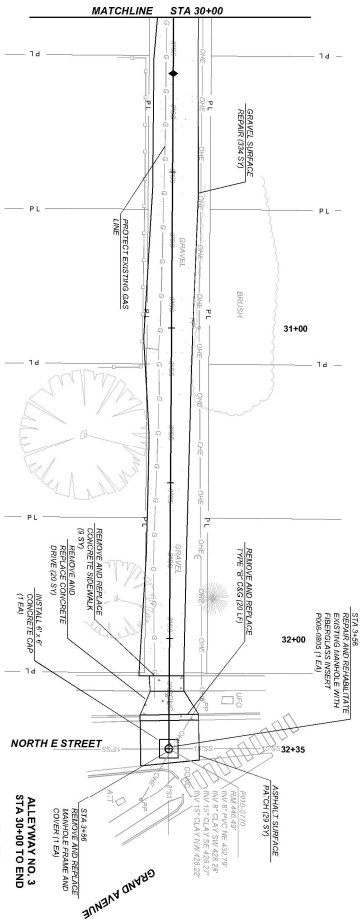

ALLEYWAY NO. 3
STA 30+00 TO END

PLAN

1"=20'

SANITARY SEWER SERVICE CONNECTIONS			
STATION*	INSTALL SERVICE WYE (EA)	SERVICE REPOSITIONED AFTER PIPE BURST (EA)	INSTALL 4" SERVICE LINE (LF)
30+18			

*SERVICE CONNECTION LOCATIONS ARE APPROXIMATE AND SHOWN AS THE SYMBOL ◆ TO INDICATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND LOCATE ALL ACTIVE SANITARY SEWER SERVICE CONNECTIONS TO EACH MAIN LINE AND RECONNECT THOSE SERVICES TO THEIR RESPECTIVE MAIN. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTE CONNECTIONS SHOWN WITHOUT PROPOSED SERVICE LINE AND CLEAN-OUT HAVE AN EXISTING SERVICE CONNECTION AND MUST BE VERIFIED. EACH NEW SEWER SERVICE CONNECTION CREATED AND MUST BE VERIFIED. EACH NEW SEWER SERVICE CONNECTION CREATED AND MUST BE INSTALLED FROM THE MAIN TO THE PROPERTY LINE. PAYMENT FOR SEWER SERVICE CLEAN-OUTS WILL BE PAID PER SPECIFICATION SECTION 702.14.

SCALE IN FEET
20 10 0 20

Date	OCTOBER 2025
Scale	1"=20'
Designed By	LEY
Drawn By	MKH
Filename	FP07
HWEI Job No.	19-19-ED3
SHEET NO.	11 OF 23

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
ALLEYWAYS NO. 3 AND 4
PROJECT NO. 19-19-C3

ALLEYWAY NO. 3
PLAN AND PROFILE
STA 30+00 TO END

City of Fort Smith ARKANSAS

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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REVISION	DATE

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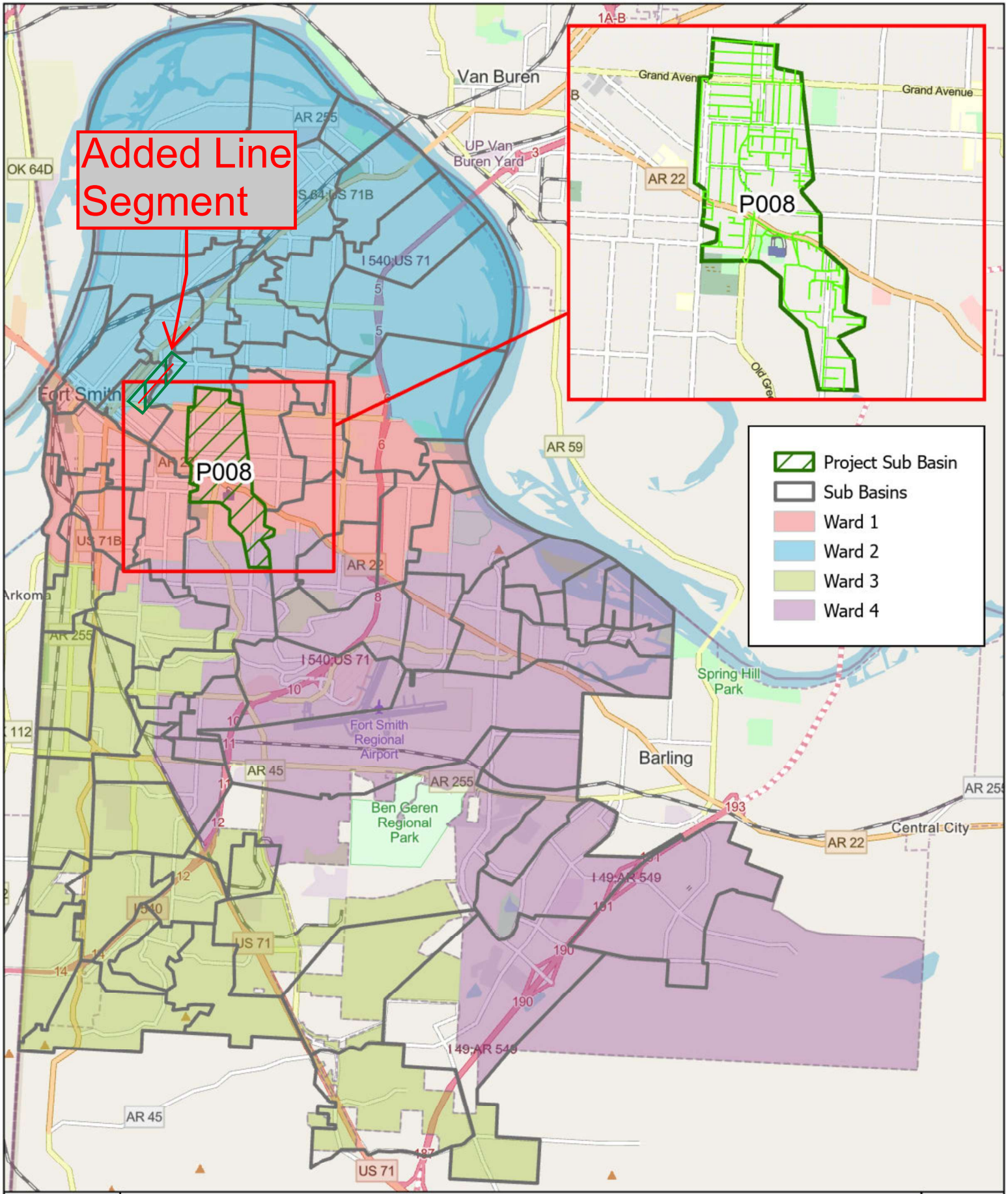
IF BAR DOES NOT MEASURE 1" AT FULL SIZE SCALE ACCORDINGLY



Sub-Basin

P008

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

Total Main Line Length in Project - 15,000 LF 100 Manholes

N

Project Summary

Project Name:
2016 SSA Remedial Measures, Sub-Basin P008, Phase I

Project Status:
In Progress

Project Number:
17-13-C1

Today's Date:
11/25/2026

Project Engineer:
Tyler Eldridge

Staff Contact Name:
Todd Mittge

Project Contractor:
Inliner Solutions, LLC

Staff Contact Number:
479-784-2247

Notice To Proceed Issued:
07/14/2026

Contract Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$6,857,019.47	450
Change Order (No. 01):	$536,706.55	60
Change Order (No. 02):		
Total Change Orders:	$536,706.55	60
Adjusted Contract:	**$7,393,726.02**	**510**

Contract Payment Breakdown		
	Dollar Amount	Percent (%)
Adjusted Contract Amount:	$7,393,726.02	
Previous Payments:	$756,410.95	
Final Payment Amount:		
Contract Balance Remaining:	**$6,637,315.07**	**89.77%**

Final Comments:
Change Order No. 1 required to incororpate future Consent Decree work on Alleyway Project into existing SSA Project.

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Adminstrator

FROM: Todd Mittge, Director of Engineering

DATE: November 12, 2026

SUBJECT: Construction Administration Services associated with the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-EC1

SUMMARY

This Consent Decree project includes the replacement or rehabilitation of approximately 6,158 linear feet of sanitary sewer mains by open cut, pipe bursting, or Cured-In-Place Pipe (CIPP) lining, and the replacement or rehabilitation of approximately 110 sanitary sewer manholes. An exhibit showing the location of the project is included.
I&S Group, Inc. has been selected to provide engineering construction administration for this project. I&S Group Inc. will also provide construction observation support on an as requested basis. Daily project inspection will be provided by the City's Engineering Department Inspectors. A copy of the consultant selection form for this project is attached.

I&S Group, Inc. has submitted a proposal for Professional Services for this project in the amount of $106,610.00 for a duration of 480 calendar days. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an Agreement with I&S Group, Inc. in the amount of $106,610.00 for a duration of 480 calendar days.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).
Please contact me should you or members of the Board have any questions or desire additional information.

ATTACHMENTS

1. 10_12-1-26_Item_ID_3292_Resolution_Engineering-Utilities.pdf
2. 12-1-26 Item ID 3292 Map and Selection Form-Engineering Utilities.pdf
3. 12-1-26 Item ID 3292 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$106,610.00 and 480 days*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH I&S GROUP, INC. FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE 2023 SSA REMEDIAL MEASURES, SUB-BASIN Z003, PROJECT NO. 25-12-EC1

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

SECTION 1: An agreement with I&S Group, Inc. for providing engineering services associated with the 2023 SSA Remedial Measures, Sub-Basin Z003, Project No. 25-12-EC1, which is incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature attested by the City Clerk, is hereby authorized to execute an agreement for professional services with I&S Group, Inc. as approved by Section 1 hereof, in the amount of $106,610.00 and for a contract period of 480 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

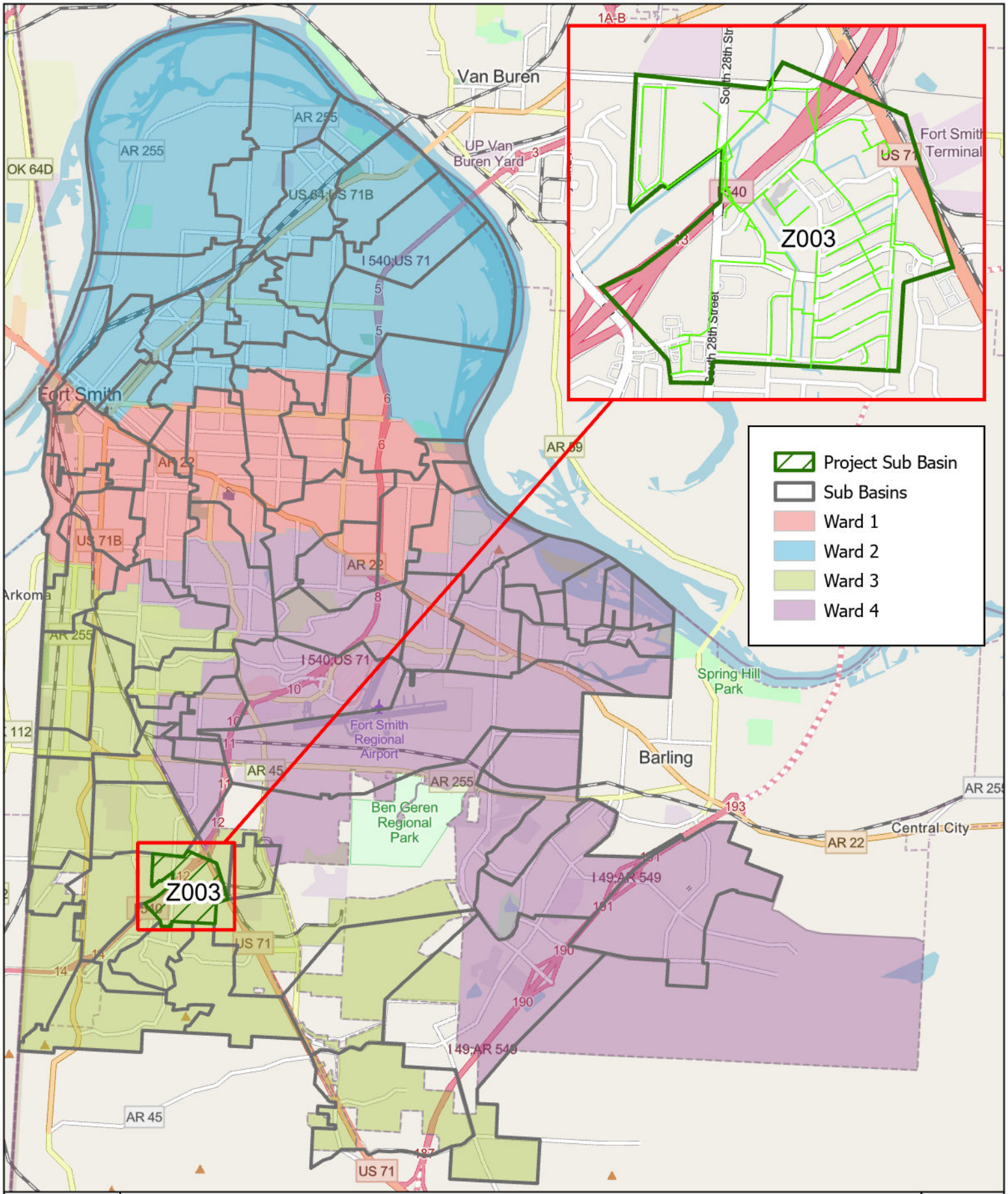
_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr



Sub-Basin

Z003

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

Total Main Line Length in Project - 6,451 LF 131 Manholes

INTER-OFFICE MEMO

TO: Project File **DATE:** November 05, 2026

FROM: Richard Hamrick, Project Engineer

SUBJECT: Consultant Selection for 2023 SSA Remedial Measures – Sub-Basin Z003, Project Number: 25-12-EC1

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

1. Hawkins-Weir Engineers, Inc.
2. Halff Associates, Inc.
3. I & S Group, Inc.

Of these firms, the firm of I & S Group, Inc. is considered the best qualified and capable of performing the work.

Richard Hamrick — Project Engineer — 11/05/2026 — Date

Deputy Director of Engineering - Utility — 11-5-26 — Date

Director of Engineering — 11/5/26 — Date

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

I & S GROUP, INC. (ISG)

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, **20**____between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and ***I & S Group, Inc. (ISG), with an office located at 3100 South Market Street, Suite 106, Rogers, Arkansas 72758*** **(ENGINEER)**.

OWNER intends to employ ENGINEER to provide engineering services in connection with the ***25-12-EC1 - 2023 SSA Remedial Measures - Sub-Basin Z003,*** (hereinafter called the **Project**).

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

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

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

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

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

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

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

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

1.1.8 If ENGINEER receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

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

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

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

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

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

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition

in compliance with current Laws and Regulations.

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

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

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

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - PERIOD OF SERVICE

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

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

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

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

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

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying Reimbursable Expenses, OWNER shall pay ENGINEER the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by ENGINEER to support this effort.

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)
All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

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

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

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

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

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

5.2 Times of Payment

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

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

5.3 Other Provisions Concerning Payments

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

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

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

5.4 Definitions

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

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

5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

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

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

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

7.3.2 Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.3.3 Unless expressly provided otherwise in this Agreement:

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

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

7.4 Access To Records

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

7.5 Standards of Performance

7.5.1 Services performed or furnished by ENGINEER under this Agreement will be performed in a manner consistent with and limited to the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project at the time ENGINEER provides its Services. . ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information or others not under contract with ENGINEER.

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

7.6 Insurance

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

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

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

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

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

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate

limit of $2 Million.

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

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

7 7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.13 Limitation of Liability

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

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

it is deemed adequate.

7.14 Delays

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

SECTION 8 - EXECUTION

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

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

8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **One Hundred Six Thousand Six Hundred Ten and 00/100 Dollars ($106,610.00)** without written approval of the OWNER.

8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **480 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	I&S Group, Inc. (ISG)
C/O Engineering Department	3100 Market Street, Suite 106
623 Garrison Avenue	Rogers, AR, 72758
Fort Smith, AR 72901	

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
Richard D. Hamrick, P.E. (Print Name)	Matt Casey, P.E. (Print Name)
Title: Project Engineer	Title: Client Manager
Phone Number: (479) 494.3947	Phone Number: (479) 790-9019
Facsimile Number: (479) 494-3909	Facsimile Number:
E-Mail Address: rhamrick@fortsmithar.gov	E-Mail Address: matt.casey@isginc.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)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

I&S Group, Inc. (ISG)
(Engineer - Company Name)

(Corporate Secretary)

By: _____, COO

(Witness)
BRIAN D. GJERDE
VICE PRESIDENT

Andrew T. Brandel
(Printed Name)

3100 Market Street, Suite 106
(Mailing Address)

Rogers	Arkansas	72758
(City)	(State)	(Zip)

Engineer License or Certificate No. 19228

State of: Arkansas

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

November 6, 2026

Richard Hamrick, P.E.
Senior Project Engineer
City of Fort Smith
623 Garrison Ave.
Fort Smith, AR 72901

25-12-C1 - 2023 SSA REMEDIAL MEASURES SUB-BASIN Z003 (EXHIBIT A)

Project Description

The objective of this scope of services is to provide professional engineering construction administration and observations services to the City of Fort Smith for the 25-12 -C1 - 2023 SSA Remedial Measures Sub-Basin Z003 project. I & S Group, Inc. (ISG) will provide the services described below in coordination with the City, the Contractor, and other project stakeholders.

ISG understands that the City of Fort Smith will provide the day-to-day construction inspection for this project. ISG will rely on field information and documentation provided by the City Staff and the Contractor as necessary to perform the construction administration services described below.

The following scope anticipates a 360 calendar day Contract Time from Notice to Proceed to final inspection and acceptance. If the construction schedule is extended past this anticipated schedule, a contract amendment may be considered on a time and material basis. An additional 90 calendar days will be included in the Agreement to account for engineering services prior to Notice to Proceed date and for engineering services following final completion, resulting in a total time for the Agreement of 480 calendar days.

1. CONSTRUCTION ADMINISTRATION

1.1 Shop Drawings

ISG shall review Contractor shop drawings and other submissions for general compliance with the Contract Documents. ISG shall mark submittals as appropriate (Approved, Approved As Noted, Resubmit, etc.) and return to the City.

1.2 Notification of Nonconformance

ISG shall review the construction schedule and notify the City of the delay of any tasks that might impact the Contractor completing the project within the allowed Contract Time.

1.3 Waiver of Provisions

ISG's Project Manager shall review Contractor requests to waive provisions of the plans or specifications and make a recommendation to the City for determination. ISG shall not recommend a waiver that reduces the quality of the final product and shall not consent to defective workmanship or materials.

1.4 Project Meetings

ISG will meet in person with City Staff monthly to review project progress, outstanding issues, required decisions and input from City Staff. ISG will document meetings in written summaries that will be provided to the City. Additional parties may be present at these monthly meetings such as the Contractor, additional City departments, land owners, or others if requested by City Staff.

1.5 Requests for Information

ISG will review and recommend responses to requests for information submitted during construction and issue interpretations or clarifications of the Contract Documents, as appropriate.

1.6 Contractor Progress Payment Applications
ISG understands that the City of Fort Smith will prepare and process the monthly Contractor payment applications.

1.7 Change Orders
ISG will assist the City in the preparation of change orders and/or field orders as necessary. Any change order resulting in work beyond the original scope of work or outside the intent of the original design may necessitate additional fees to be negotiated for the new work.

1.8 Record Drawings
Prepare record drawings based on Contractor-provided record information, the City Inspectors red lined plans, supplemental field survey performed by ISG, field notes, approved changes, and other information made available to ISG.

2. CONSTRUCTION OBSERVATION
2.1 Pre-Construction Conference
ISG shall attend ~~and lead~~ a pre-construction conference with the Contractor, City, utility companies, affected entities, and other interested parties. ISG shall review contract requirements, construction details, utility coordination and conflicts, work schedule, material acceptance procedures, and documentation requirements. ISG will prepare the meeting agenda, respond to questions within ISG's scope, and distribute meeting notes.

2.2 Construction Observation
ISG shall provide a construction observer on site during active construction as requested by the City when City Inspection Staff are not available (up to five work days). ISG shall make supplemental periodic site visits throughout construction. ISG shall evaluate progress, quality, and compliance and recommend special inspection or testing when warranted. These services do not include responsibility for the Contractor's means, controls, techniques, sequences, procedures, or safety.

2.3 Substantial Completion
ISG's Project Manager and observation staff shall attend a joint site inspection with the City and Contractor to evaluate substantial completion against the plans and specifications. ISG shall assist City staff in developing the final punch list.

2.4 Final Inspection and Acceptance
ISG shall attend a final inspection with the Contractor, and City, document completion or disposition of punch-list items, and review completion records. ISG shall recommend final payment and acceptance to the City based on the inspection and records. The City shall determine final acceptance after receiving ISG's recommendation.

3. COMPENSATION
ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel time and mileage expenses are included.

Phase	Cost
Construction Administration	$60,380.00
Construction Observation	$46,230.00
Total (Hourly NTE)	$106,610.00

ISG's goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of City of Fort Smith. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

Matt Casey, PE, CFM
Civil Engineer

Attachments
Exhibit B - 2026 Standard Hourly Rates by Range
Exhibit C – Fee Schedule
Exhibit D – Certificate of Insurance

EXHIBIT B: 2026 HOURLY RATES

Rates are effective as of January 1, 2026 and are subject to change in 2027.

ISG

Job Title	Rate
Administrative, I	$85
Administrative, II	**$105**
Administrative, III	$130
Administrative, IV	**$160**
Architect, I	$140
Architect, II	**$160**
Architect, III	$180
Architect, IV	**$215**
Architect, Senior	$250
Architectural Designer, I	**$130**
Architectural Designer, II	$140
Architectural Designer, III	**$150**
Architectural Designer, IV	$170
Architectural Designer, Senior	**$190**
Business Developer, I	$160
Business Developer, II	**$180**
Business Developer, III	$205
Business Developer, IV	**$235**
Business Developer, Senior	$245
Business Writer	**$130**
Business Writer, Senior	$150
Civil Designer, I	**$130**
Civil Designer, II	$140
Civil Designer, III	**$150**
Civil Designer, IV	$170
Civil Designer, Senior	**$190**
Civil Engineer, I	$160
Civil Engineer, II	**$170**
Civil Engineer, III	$190
Civil Engineer, IV	**$215**
Civil Engineer, Senior	$250
Commissioning Technician, I	**$140**
Commissioning Technician, II	$160
Commissioning Technician, III	**$180**
Commissioning Technician, IV	$200
Commissioning Technician, Senior	**$220**
Construction Administrator, I	$130

Job Title	Rate
Construction Administrator, II	**$140**
Construction Administrator, III	$150
Construction Administrator, IV	**$165**
Construction Administrator, Senior	$180
Development Services Coordinator, I	**$140**
Development Services Coordinator, II	$155
Development Services Coordinator, III	**$170**
Development Services Coordinator, IV	$195
Development Services Coordinator, Senior	**$210**
Drone Specialist, I	$130
Drone Specialist, II	**$140**
Drone Specialist, III	$150
Drone Specialist, IV	**$170**
Drone Specialist, Senior	$180
Electrical Controls Designer, IV	**$225**
Electrical Controls Designer, Senior	$235
Electrical Designer, I	**$140**
Electrical Designer, II	$150
Electrical Designer, III	**$160**
Electrical Designer, IV	$180
Electrical Designer, Senior	**$205**
Electrical Engineer, I	$170
Electrical Engineer, II	**$180**
Electrical Engineer, III	$205
Electrical Engineer, IV	**$235**
Electrical Engineer, Senior	$270
Energy Distribution Designer, I	**$130**
Energy Distribution Designer, II	$140
Energy Distribution Designer, III	**$150**
Energy Distribution Designer, IV	$170
Environmental Scientist / Engineer, I	**$140**
Environmental Scientist / Engineer, II	$155
Environmental Scientist / Engineer, III	**$170**
Environmental Scientist / Engineer, IV	$205
Environmental Scientist, Senior	**$225**
Finance Consultant, Senior	$215
General Counsel	**$395**

Job Title	Rate
Geospatial Specialist, I	$110
Geospatial Specialist, II	**$130**
Geospatial Specialist, III	$140
Geospatial Specialist, IV	**$150**
Geospatial Specialist, Senior	$170
GIS Specialist, I	**$140**
GIS Specialist, II	$160
GIS Specialist, III	**$180**
GIS Specialist, IV	$205
GIS Specialist, Senior	**$220**
Graphic Designer	$120
Graphic Designer, Senior	**$140**
Interior Designer, I	$140
Interior Designer, II	**$150**
Interior Designer, III	$165
Interior Designer, IV	**$180**
Interior Designer, Senior	$205
IT Specialist	**$140**
IT Specialist, Senior	$210
Land Surveyor, I	**$130**
Land Surveyor, II	$140
Land Surveyor, III	**$160**
Land Surveyor, IV	$200
Land Surveyor, Senior	**$210**
Landscape Architect, I	$150
Landscape Architect, II	**$160**
Landscape Architect, III	$180
Landscape Architect, IV	**$205**
Landscape Architect, Senior	$230
Landscape Designer, I	**$130**
Landscape Designer, II	$140
Landscape Designer, III	**$150**
Landscape Designer, IV	$170
Landscape Designer, Senior	**$180**
Marketing Consultant, Senior	$215
Marketing Specialist	**$140**
Marketing Specialist, Senior	$160

Job Title	Rate
Mechanical Designer, I	$140
Mechanical Designer, II	$150
Mechanical Designer, III	$160
Mechanical Designer, IV	$180
Mechanical Designer, Senior	$205
Mechanical Engineer, I	$170
Mechanical Engineer, II	$180
Mechanical Engineer, III	$205
Mechanical Engineer, IV	$235
Mechanical Engineer, Senior	$270
Planner, I	$140
Planner, II	$155
Planner, III	$170
Planner, IV	$195
Planner, Senior	$220
Process Engineer, Senior	$245
Project Coordinator, I	$140
Project Coordinator, II	$155
Project Coordinator, III	$170
Project Coordinator, IV	$195
Project Executive, Senior	$300
Project Manager, I	$150
Project Manager, II	$170
Project Manager, III	$195
Project Manager, IV	$215
Project Manager, Senior	$240
Refrigeration Designer, I	$150
Refrigeration Designer, II	$160
Refrigeration Designer, III	$175
Refrigeration Designer, IV	$195
Refrigeration Designer, Senior	$220
Refrigeration Engineer, I	$195
Refrigeration Engineer, II	$210
Refrigeration Engineer, III	$230
Refrigeration Engineer, IV	$250
Refrigeration Engineer, Senior	$295
Structural Designer, I	$130
Structural Designer, II	$140
Structural Designer, III	$155
Structural Designer, IV	$180
Structural Designer, Senior	$200

Job Title	Rate
Structural Engineer, I	$160
Structural Engineer, II	$180
Structural Engineer, III	$205
Structural Engineer, IV	$225
Structural Engineer, Senior	$255
Technical Writer	$160
Technical Writer, Senior	$180
Technology Designer, I	$130
Technology Designer, II	$140
Technology Designer, III	$160
Technology Designer, IV	$180
Technology Designer, Senior	$225
Technology Engineer, I	$150
Technology Engineer, II	$160
Technology Engineer, III	$180
Technology Engineer, IV	$205
Technology Engineer, Senior	$235
Telecommunications Designer, I	$100
Telecommunications Designer, II	$110
Telecommunications Designer, III	$125
Telecommunications Designer, IV	$135
Telecommunications Designer, Senior	$160
Telecommunications Engineer, I	$170
Telecommunications Engineer, Senior	$250
Telecommunications Field Designer, I	$125
Telecommunications Field Designer, II	$135
Telecommunications Field Designer, III	$145
Telecommunications Field Designer, IV	$155
Telecommunications Project Manager, I	$150
Telecommunications Project Manager, II	$170
Telecommunications Project Manager, III	$195
Telecommunications Project Manager, IV	$215
Telecommunications Project Manager, Senior	$240
Videographer	$165
Visualization Specialist, I	$180
Visualization Specialist, II	$195
Visualization Specialist, III	$205
Visualization Specialist, IV	$215
Visualization Specialist, Senior	$235
Water/Wastewater Designer, I	$140
Water/Wastewater Designer, II	$150

Job Title	Rate
Water/Wastewater Designer, III	$160
Water/Wastewater Designer, IV	$180
Water/Wastewater Designer, Senior	$205
Water/Wastewater Engineer, I	$170
Water/Wastewater Engineer, II	$180
Water/Wastewater Engineer, III	$205
Water/Wastewater Engineer, IV	$235
Water/Wastewater Engineer, Senior	$270
Water/Wastewater Operator, I	$125
Water/Wastewater Operator, II	$130
Water/Wastewater Operator, III	$135
Water/Wastewater Operator, IV	$140
Water/Wastewater Project Manager, I	$150
Water/Wastewater Project Manager, II	$170
Water/Wastewater Project Manager, III	$195
Water/Wastewater Project Manager, IV	$215
Water/Wastewater Project Manager, Senior	$255

Equipment	Rate
Survey Grade GPS	$65
Mapping Grade GPS	$24
3D Laser Scanner	$86
Manhole Scanner	$85
Mobile Scanner	**
R/C Boat + Sounding	$62
Surveillance Drone	$64
Photogrammetry Drone	$160
Thermal Imaging Drone	$205
Lidar Drone	**
ATV	$32
Traffic Counter	$18
Pipe Crawler	**

Mileage reimbursement is at the IRS standard rate

Outside services are billed at cost plus 10%

**Call for pricing of project-specific rates*

EXHIBIT C - FEE SCHEDULE

City of Fort Smith, AR

25-12-C1 - 2023 SSA Remedial Measures - Sub-Basin Z003 11/6/2026

	Senior Civil Engineer	Civil Designer IV	Civil Designer II	Senior Land Surveyor	Geospatial Specialist III	Total
	$ 250.00	$ 215.00	$ 170.00	$ 210.00	$ 140.00	
Construction Administration						**$ 60,380.00**
Shop Drawings		12	12			$ 4,620.00
Project Meetings	46	46				$ 21,390.00
Requests for Information	6	8	8			$ 4,580.00
Pay Applications	8	26				$ 7,590.00
Record Drawings	4	16	32	32	40	$ 22,200.00
Construction Observation						**$ 46,230.00**
Pre-Construction Conference	5	8				$ 2,970.00
Construction Field Observation	28	148				$ 38,820.00
Substantial Completion Inspection	2	8				$ 2,220.00
Final Inspection and Acceptance	2	8				$ 2,220.00
					Grand Total	**$ 106,610.00**

EXHIBIT D: CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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

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

PRODUCER	CONTACT NAME: Heather Vencil
Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	PHONE (A/C, No, Ext): 515-223-7006 FAX (A/C, No): E-MAIL ADDRESS: hvencil@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : SiriusPoint Specialty Insurance Corp	16820
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ISGINCPC
I&S Group, Inc.
115 East Hickory Street Suite 300
Mankato, MN 56001

COVERAGES **CERTIFICATE NUMBER:** 908560432 **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			GLO1102521	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP1102520	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			IPSEX00000080	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC1102519	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab (Claims Made)			DPR5049454	10/16/2025	10/16/2026	Each Claim Aggregate	5,000,000 10,000,000

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

CERTIFICATE HOLDER

To Whom It May Concern

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
Kari Cooley

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MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: November 23, 2026

SUBJECT: Easement Acquisitions for 2020 SSA Remedial Measures, Sub-Basin Z007, Project 25-09

SUMMARY

As part of the construction for this Consent Decree project both Sewer Utility and Temporary Construction Easements for eight (8) tracts are required. The total amount for the easements listed below is $14,662.83.

Tract 1 – SUE - PAR# 12610-0460-00000-00 - $1,595.08-Richard D. & Lawana D. Staggs

Tract 2 – SUE - PAR# 12610-0461-00000-00 - $1,886.73-James Wesley Bratcher & Veronica Kasprzak-Bratcher

Tract 3 – SUE - PAR# 12610-0462-00000-00 - $2,506.49-Shelton E. & Jacqui A. Sargent

Tract 4 – TCE - PAR# 12644-0719-00000-00 - $524.99-Stephen M. Hornsey

Tract 5 – TCE - PAR# 12644-0720-00000-00 - $962.05-Sam L. Berry & Sam Berry

Tract 6 – SUE - PAR# 12644-0733-00000-00 - $1,187.00-9508 Belhaven View Family Trust

Tract 7 – SUE - PAR# 12644-0734-00000-00 - $1,217.39-Diogo Carreira & Shellie Ashmore

Tract 8 – SUE - PAR# 12644-0759-00000-00 - $4,783.10-Teresa Madden Living Trust

Property owners have been notified of the Board meeting details and values considered for approval for their property. In the event the named landowner declines to grant the easements, staff recommends the city attorney be allowed to proceed under eminent domain to obtain the required easements. Because of the project's scheduling, staff recommends that the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed sewer utility and temporary construction easements if the landowner declines to accept the city's offer, be submitted to the Board for approval. As always, representatives of the city will continue to negotiate with the property owners in an effort to reach a mutually agreeable settlement.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility

and infrastructure systems can meet the city's long-term needs).

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

ATTACHMENTS

1. 3307_12-1-26_Item_ID_3307_Resolution_Engineering-Utilities.pdf
2. 12-1-26 Item ID 3307 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$14,662.83*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF SEWER UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS IN CONNECTION WITH THE 2020 SSA REMEDIAL MEASURES, SUB-BASIN Z007, PROJECT NO. 25-09

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

SECTION 1: The following values for the acquisition of sewer utility and temporary construction easements for construction purposes for the 2020 SSA Remedial Measures, Sub-Basin Z007, Project 25-09 are approved and acquisition of the easements for the amounts listed are hereby authorized for a total of $14,662.83:

Tract 1 – SUE - PAR# 12610-0460-00000-00 - $1,595.08

Tract 2 – SUE - PAR# 12610-0461-00000-00 - $1,886.73

Tract 3 – SUE - PAR# 12610-0462-00000-00 - $2,506.49

Tract 4 – TCE - PAR# 12644-0719-00000-00 - $524.99

Tract 5 – TCE - PAR# 12644-0720-00000-00 - $962.05

Tract 6 – SUE - PAR# 12644-0733-00000-00 - $1,187.00

Tract 7 – SUE - PAR# 12644-0734-00000-00 - $1,217.39

Tract 8 – SUE - PAR# 12644-0759-00000-00 - $4,783.10

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

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

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

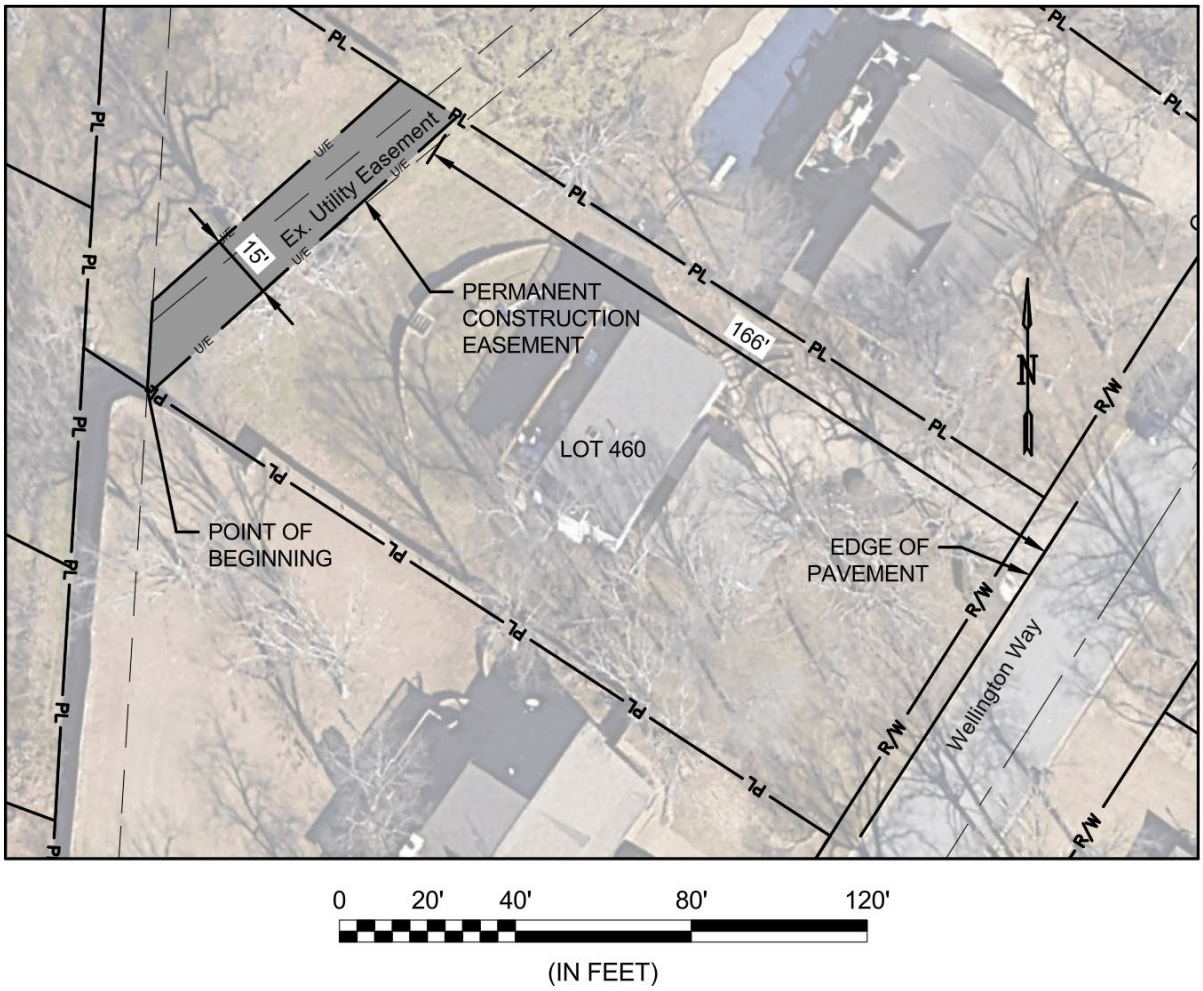
_____
City Clerk

Approved as to form:

_____npr



WARD 3 - All properties located within map.



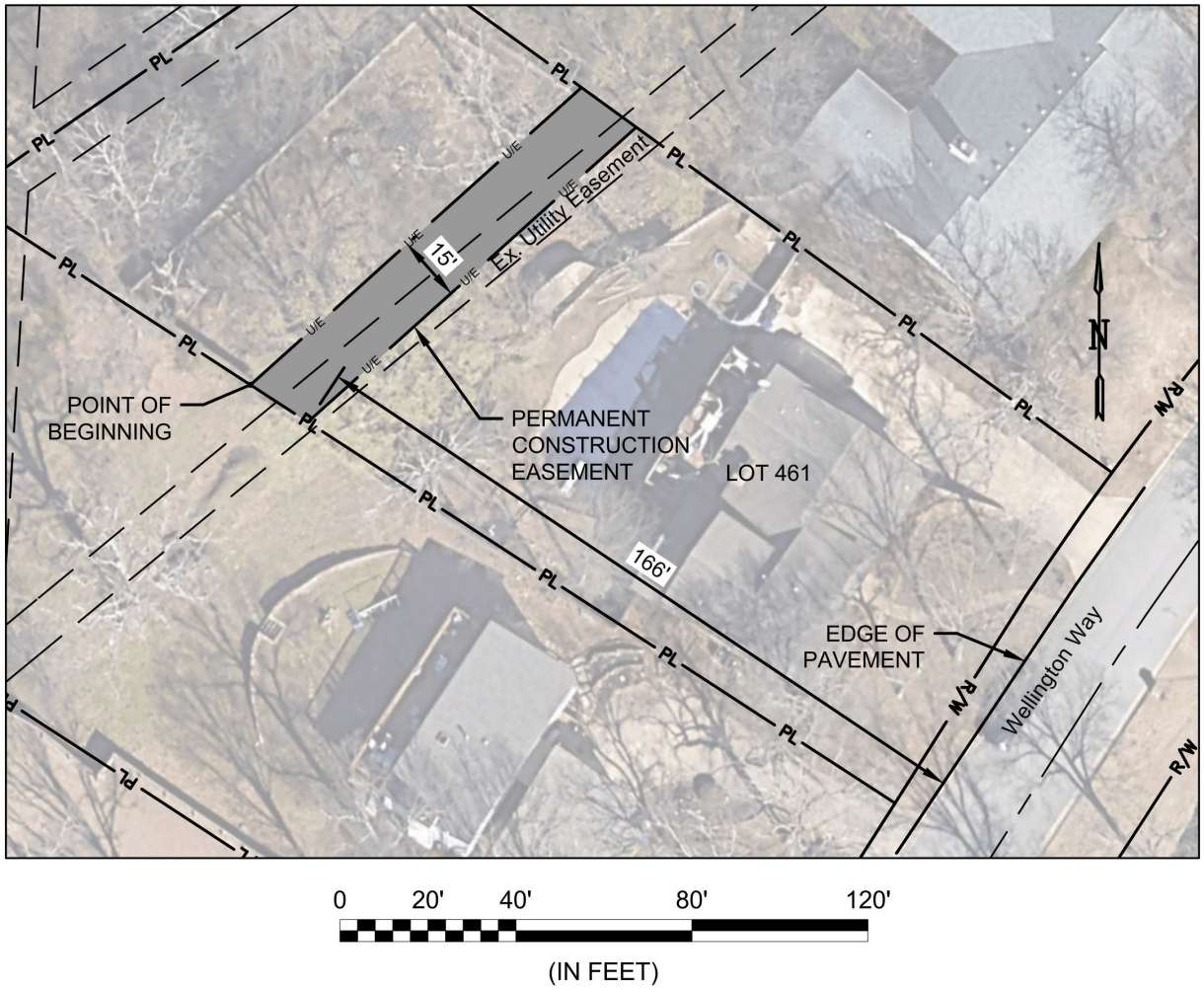
Richard D. Staggs and Lawana D. Staggs, H/W
9900 Wellington Way
12610-0460-00000-00

Permanent Easement

A tract of land for a permanent, non-exclusive, transferable easement over, under, through, and across the property described, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and using sanitary sewer lines, appurtenances, and related facilities in Lot 460, Fianna Hills V, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to a plat filed July 10, 1973, more particularly described as follows:

Commencing at the Southwest corner of said Lot 460; thence South 56°52’26” East along the South line of said Lot 460 a distance of 17.26 feet to the POINT OF BEGINNING; thence North 03°29’17” East a distance of 20.04 feet; thence North 48°07’58” East a distance of

75.47 feet to the North line of said Lot 460; thence South 57°04’17” East along said North line a distance of 15.54 feet; thence South 48°07’58” West a distance of 93.56 feet to the South line of said Lot 460; thence North 56°52’26” West along said South line a distance of 0.95 feet to the POINT OF BEGINNING, containing 0.03 Acres(1276.06 S.F.) more or less.



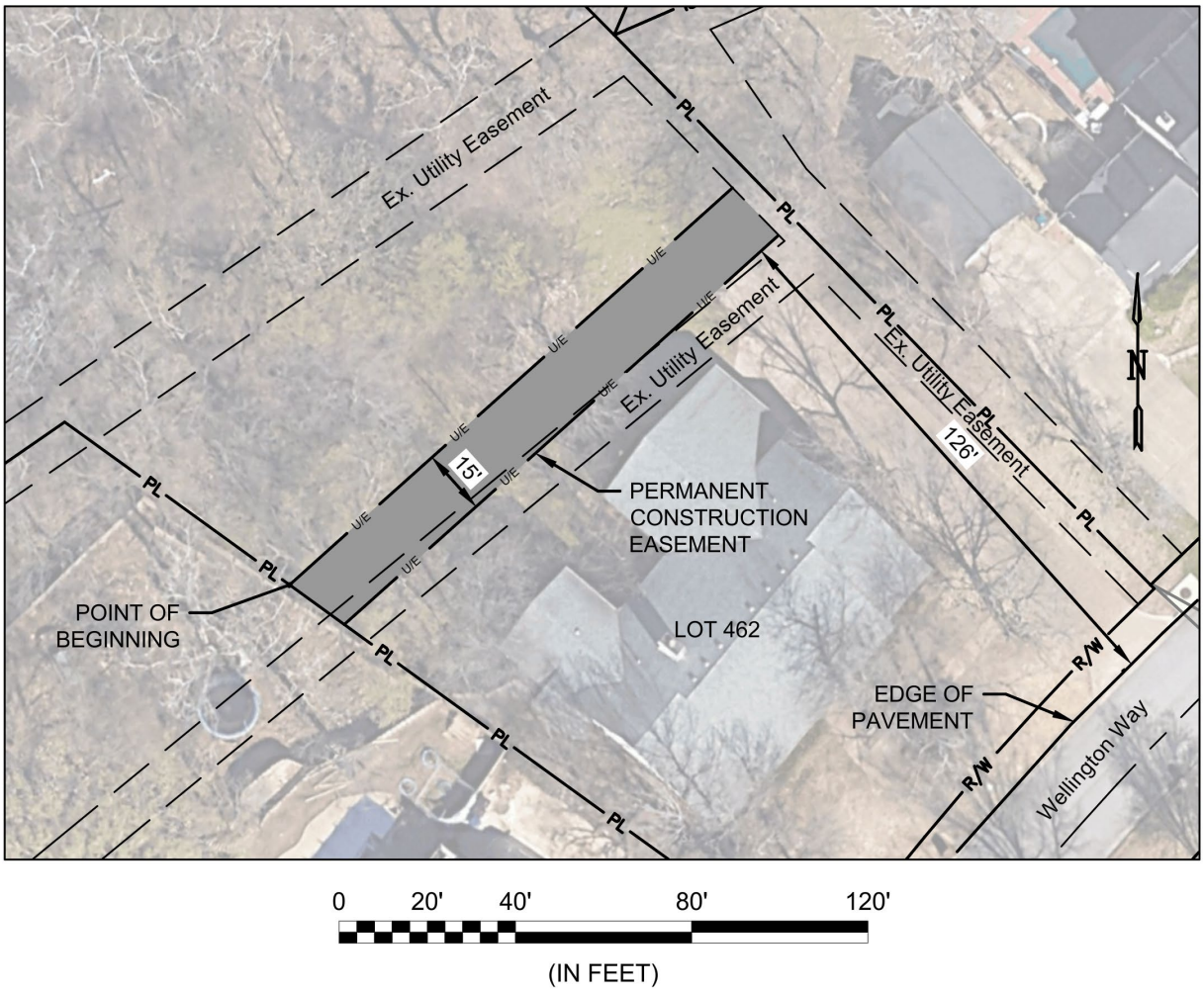
James Wesley Bratcher and Veronica Kasprzak-Bratcher, H/W
9824 Wellington Way
12610-0461-00000-00

Permanent Easement

A tract of land for a permanent, non-exclusive, transferable easement over, under, through, and across the property described, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and using sanitary sewer lines, appurtenances, and related facilities in Lot 461, Fianna Hills V, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to a plat filed July 10, 1973, more particularly described as follows:

Commencing at the Southwest corner of said Lot 461; thence South 57°04’14” East along the South line of said Lot 461 a distance of 78.13 feet to the POINT OF BEGINNING; thence North 48°07’58” East a distance of 101.04 feet to the North line of said Lot 461; thence

South 54°05’36” East along said North line a distance of 15.35 feet; thence South 48°07’58” West a distance of 100.21 feet to the South line of said Lot 461; thence North 57°04’14” West along said South line a distance of 15.54 feet to the POINT OF BEGINNING, containing 0.03 Acres(1509.38 S.F.) more or less.



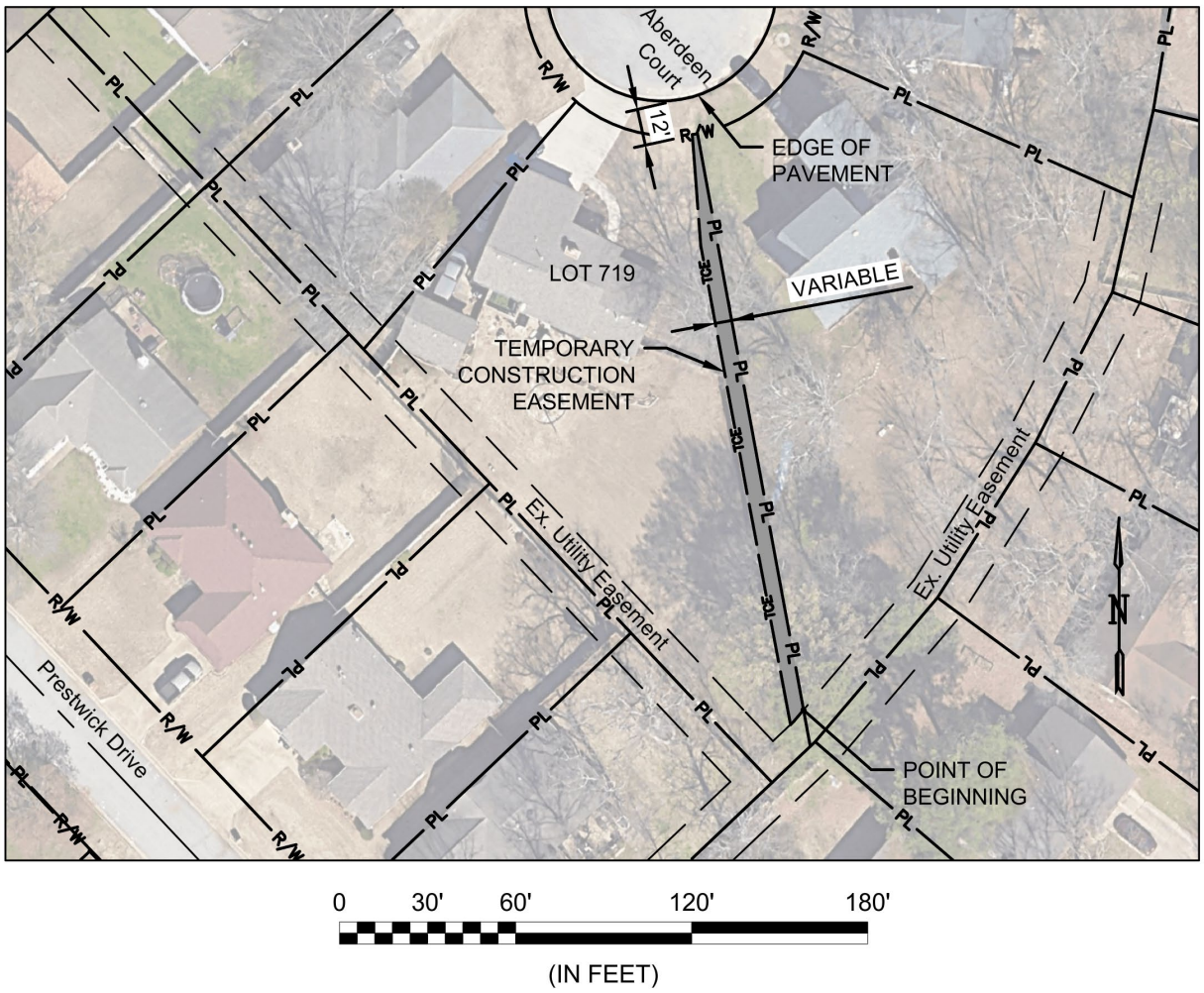
Shelton E. Sargent and Jacqui A. Sargent, H/W
9816 Wellington Way
12610-0462-00000-00

Permanent Easement

A tract of land for a permanent, non-exclusive, transferable easement over, under, through, and across the property described, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and using sanitary sewer lines, appurtenances, and related facilities in Lot 462, Fianna Hills V, an addition to the City of Fort Smith, Sebastian County, Arkansas, according to plat filed July 10, 1973, more particularly described as follows:

Commencing at the Northwest corner of said Lot 462; thence South 54°05’36” East along the Southwesterly line of said Lot 462 a distance of 63.03 feet to the POINT OF BEGINNING; thence North 48°07’58” East a distance of 134.99 feet to an existing utility easement as

shown on said Fianna Hills V Subdivision Plat; thence South 44°17’13” East along the West line of said easement a distance of 15.01 feet; thence South 48°07’58” West a distance of 132.37 feet to the Southwesterly line of said Lot 462; thence North 54°05’36” West along said Southwesterly line 15.35 feet to the POINT OF BEGINNING, containing 0.05 Acres(2005.19 S.F.) more or less.



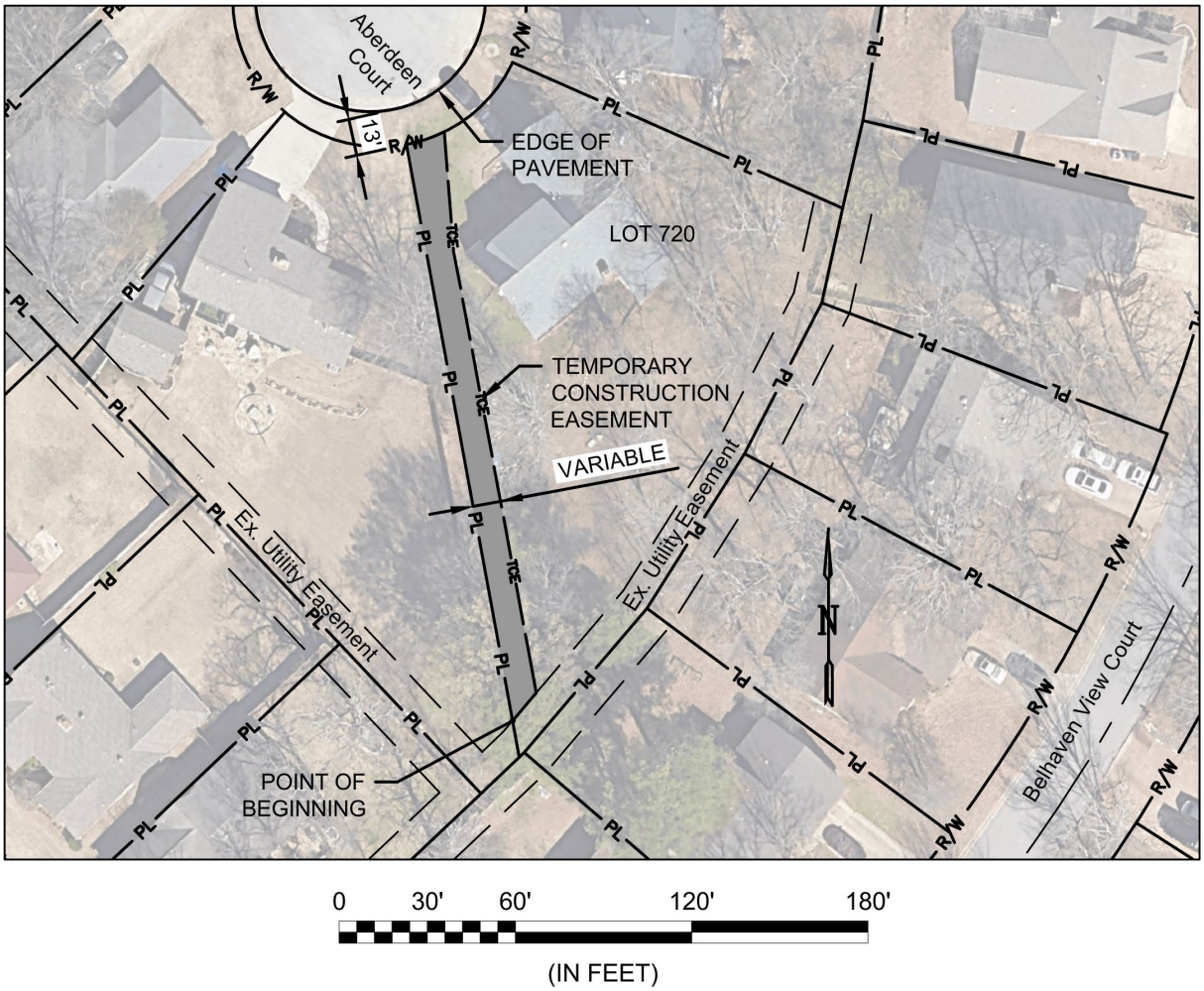
Stephen M. Hornsey
18 Aberdeen Court
12644-0719-00000-00

Temporary Construction Easement

A tract of land for a Temporary Construction Easement in Lot 719, Fianna Hills VIII, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to a plat filed August 30, 1978, more particularly described as follows:

Commencing at the Southeast corner of said Lot 719; thence North 10°27'25" West along the East line of said Lot 719 a distance of 12.58 feet to the POINT OF BEGINNING; thence South 40°25'57" West along the Southeasterly line of an existing utility easement as shown on said Fianna Hills VIII plat a distance of 5.15 feet; thence South 46°30'14" West along the Southeasterly line a distance of 1.56 feet; thence North 10°37'08" West a distance of 165.68 feet; thence North 04°26'16" West a distance of 37.96 feet to the Westerly existing

right of way line of Aberdeen Court; thence in a Northeasterly direction along said right of way line on a curve to the left, having a radius of 50.00 feet a distance of 1.79 feet, having a chord bearing of North 80°33'26" East for a distance of 1.79 feet to the Northeast corner of said Lot 719; thence South 10°27’25” East along the East line of said Lot 719 a distance of 199.30 feet to the POINT OF BEGINNING, containing 0.02 Acres (1049.98 S.F.) more or less.



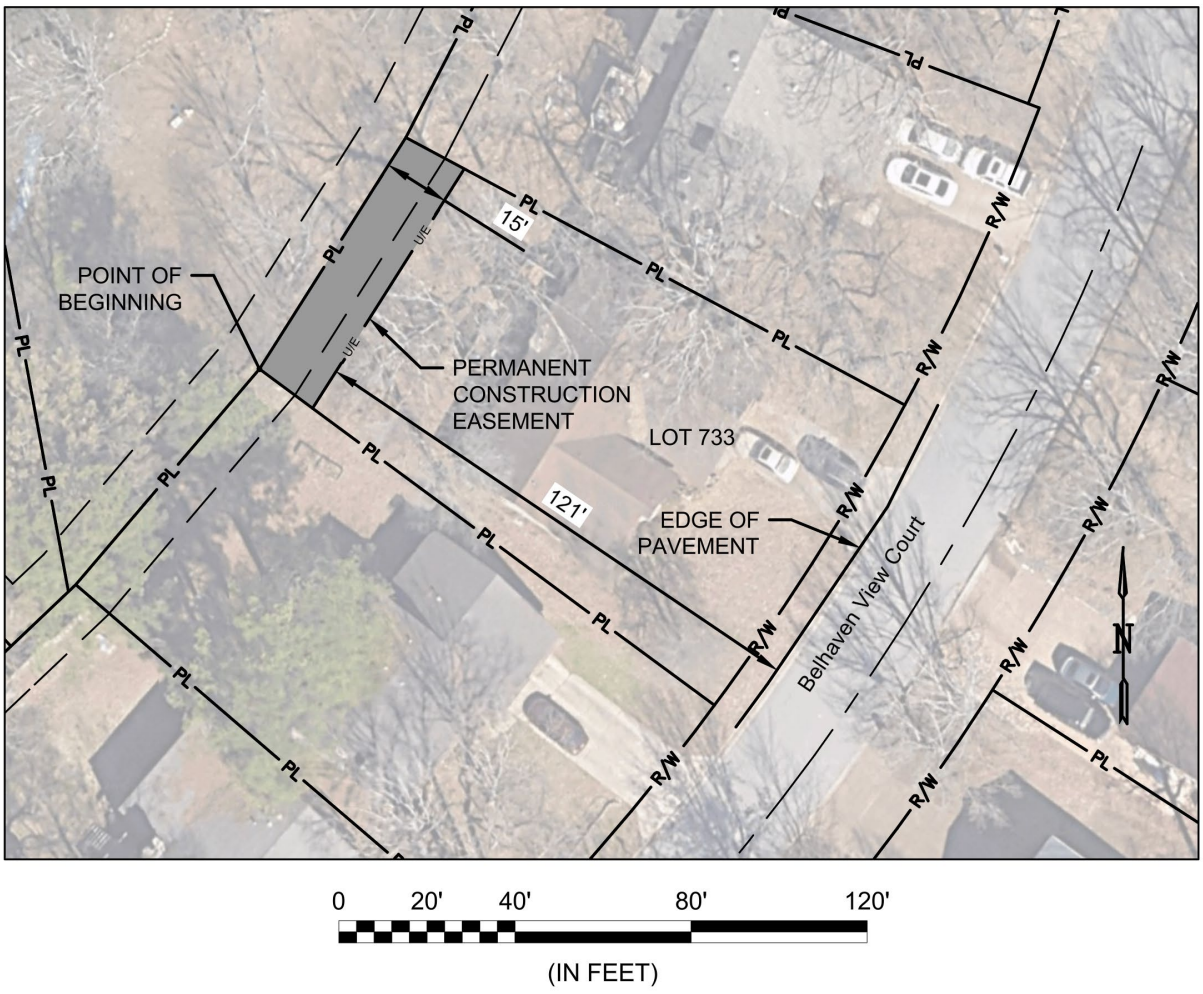
Sandra L. Berry and Sam Berry, H/W
14 Aberdeen Court
12644-0720-00000-00

Temporary Construction Easement

A tract of land for a Temporary Construction Easement in Lot 720, Fianna Hills VIII, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to plat filed August 30, 1978, more particularly described as follows:

Commencing at the Southwest corner of said Lot 720; thence North 10°27'25" West along the West line of said Lot 720 a distance of 12.58 feet to the POINT OF BEGINNING; thence North 10°27'25" West along the West line of said Lot 720 a distance of 199.30 feet to the Northwest corner of said Lot 720 also being on the Westerly existing right of way line of Aberdeen Court; thence in a Northeasterly direction along said right of way line on a curve to the left, having a radius of 50.00 feet a distance of 13.65 feet, having a chord bearing of

North 71°42'28" East for a distance of 13.61 feet; thence South 04°26’16” East a distance of 40.57 feet; thence South 10°37’08” East a distance of 152.96 feet to the Southeasterly line of an existing utility easement as shown on said Fianna Hills VIII plat; thence South 40°25’57” West along said Southeasterly line a distance of 12.45 feet to the POINT OF BEGINNING, containing 0.04 Acres(1,924.09 S.F.) more or less.



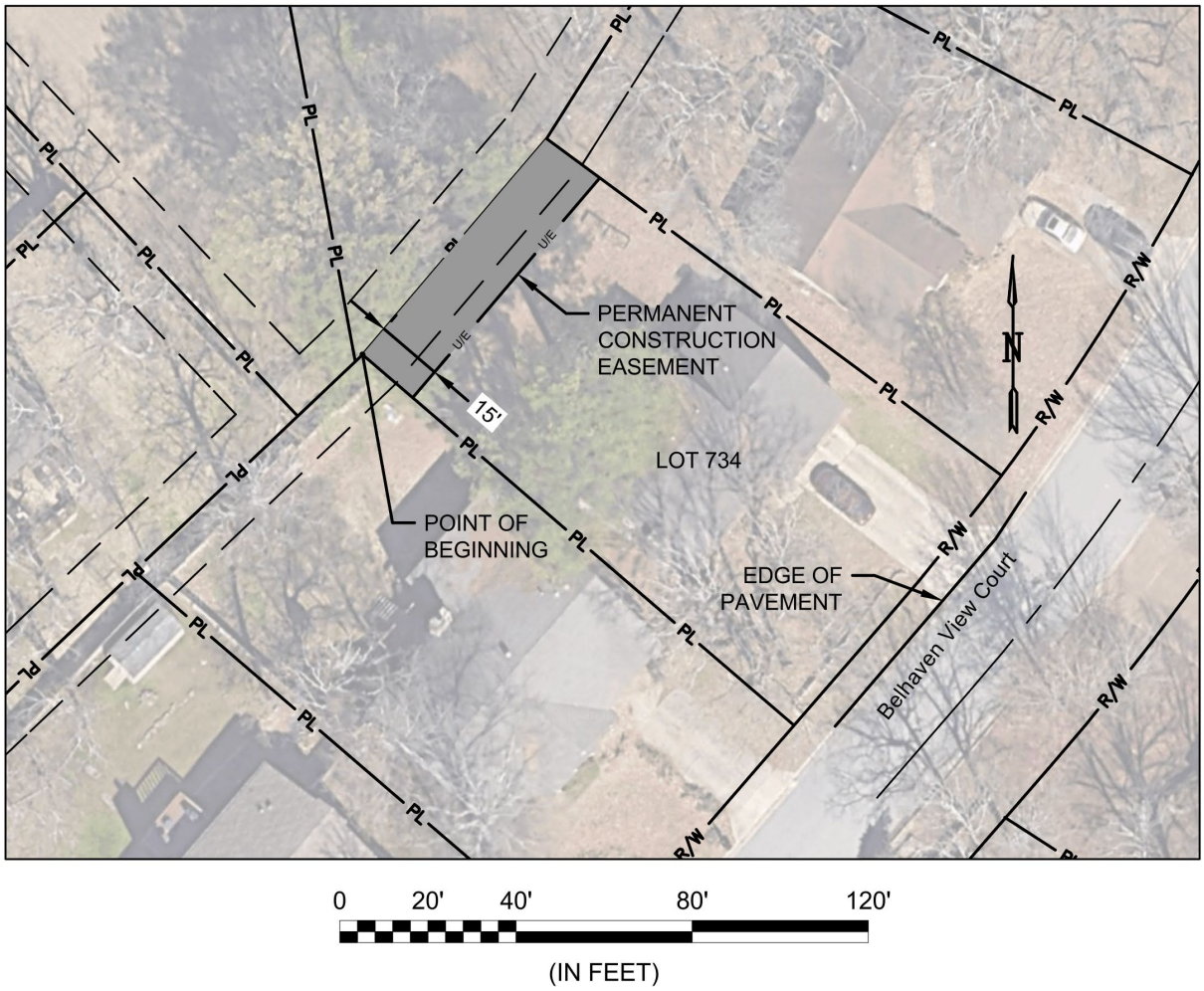
9508 Belhaven View Family Trust
9508 Belhaven View Court
12644-0733-00000-00

<u>Permanent Easement</u>

A tract of land for a permanent, non-exclusive, transferable easement over, under, through, and across the property described, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and using sanitary sewer lines, appurtenances, and related facilities in Lot 733, Fianna Hills VIII, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to a plat filed August 30, 1978, more particularly described as follows:

Beginning at the Northwest corner of said Lot 733; thence North 32°19’21” East a distance of 62.23 feet to the North corner of said Lot 733; thence South 61°47’46” East along the North line of said Lot 733 a distance of 15.04 feet; thence South 32°19’33” West a distance

of 64.40 feet to the South line of said Lot 733; thence North 53°31’41” West along said South line a distance of 15.04 feet to the POINT OF BEGINNING, containing 0.02 Acres (949.60 S.F.) more or less.



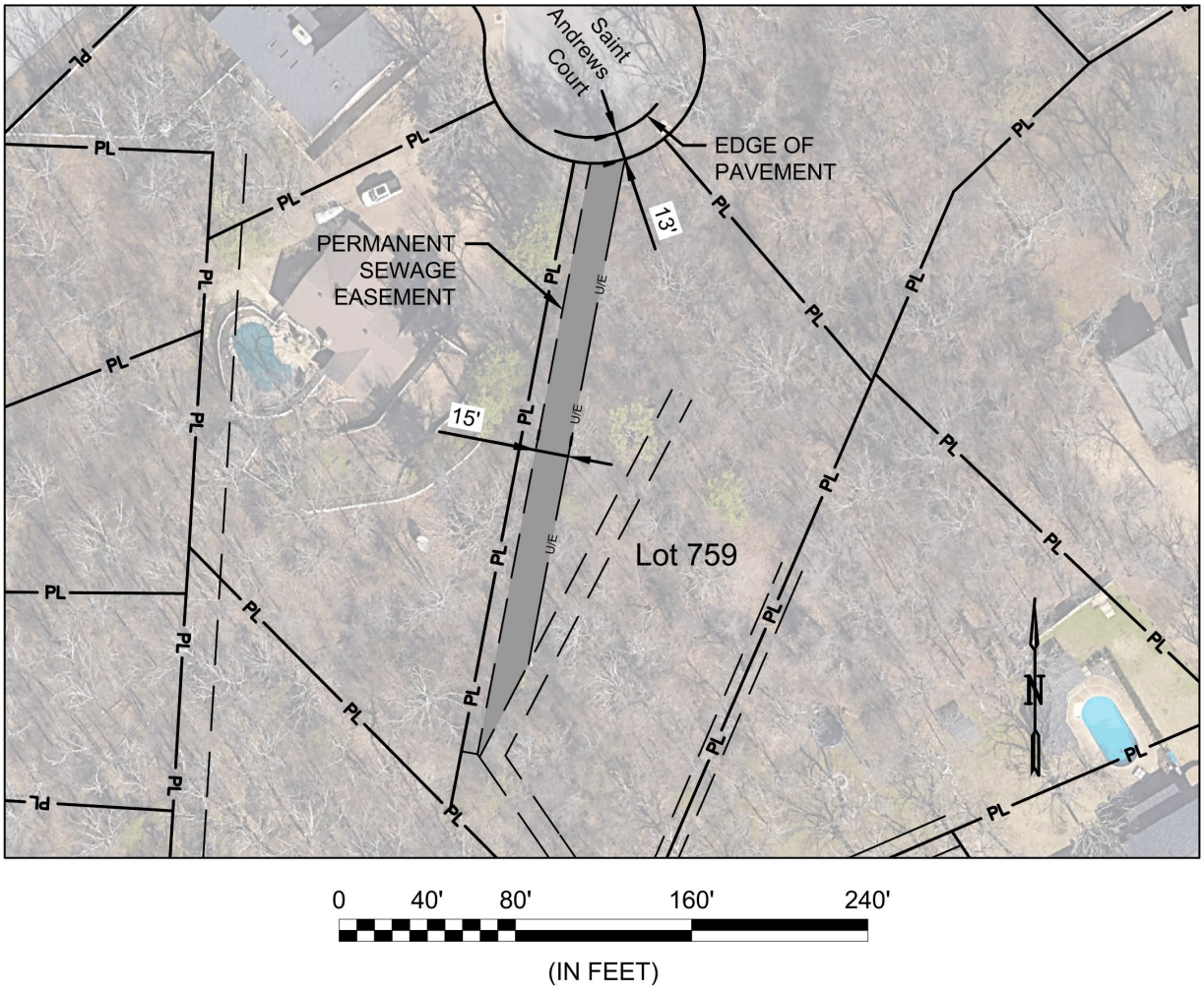
Diogo Carreira & Shellie Ashmore
9516 Belhaven View Court
12644-0734-00000-00

Permanent Easement

A tract of land for a permanent, non-exclusive, transferable easement over, under, through, and across the property described, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and using sanitary sewer lines, appurtenances, and related facilities Lot 734, Fianna Hills VIII, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to plat filed August 30, 1978, more particularly described as follows:

Beginning at the Southwest corner of said Lot 734; thence North 40°25’57” East along the Northwesterly line of said Lot 734 a distance of 64.38 feet to North corner of said Lot 734;

thence South 53°31’41” East along said North line a distance of 15.04 feet; thence South 40°25’57” West a distance of 65.47 feet to the South line of said Lot 734; thence North 49°21’10” West along said South line a distance of 15.00 feet to the POINT OF BEGINNING, containing 0.02 Acres (973.91 S.F.) more or less.



Teresa Madden Living Trust
130 St Andrews Court
12644-0759-00000-00

Permanent Sewage Easement

A tract of land for a permanent, non-exclusive, transferable easement over, under, through, and across the property described, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and using sanitary sewer lines, appurtenances, and related facilities, fifteen feet (15') in width, lying in Lot 759, Fianna Hills VIII, an Addition to the City of Fort Smith, Sebastian County, Arkansas, according to a plat filed August 30, 1978, said easement lying East of and coincident to an existing 7.5' utility easement itself offset parallel to the West line of said Lot 759; the East line of said permanent sewage easement being parallel to the East line of said existing 7.5' utility

easement extending to and terminating at the North line of said Lot 759 and the North line of an existing 10’ sanitary sewer easement; the South line of said easement running Southwesterly along the North line of said existing 10' sanity sewer easement to the point before it bears Southeasterly; thence from said point, perpendicular to said existing 7.5' utility easement containing 0.09 Acres (3,826.48 S.F.) more or less.

Property Valuation Report

Parcel Number: 12610-0460-00000-00

Property Address: 9900 Wellington Way
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement:

A. Permanent Easement: 1,276.06 sqft 2.50 per sqft
50% value equals $ 1,595.08

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: Richard D & Lawana D Staggs

Total Calculation of Value to be paid to Property Owner: **$ 1,595.08**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12610-0461-00000-00

Property Address: 9824 Wellington Way
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement:

A. Permanent Easement: 1,509.38 sqft 2.50 per sqft
50% value equals $ 1,886.73

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: James W & Veronica Kasprzak Bratcher

Total Calculation of Value to be paid to Property Owner: **$ 1,886.73**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12610-0462-00000-00

Property Address: 9816 Wellington Way
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement:

A. Permanent Easement: 2,005.19 sqft 2.50 per sqft
50% value equals $ 2,506.49

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: Shelton E & Jacqui A Sargent

Total Calculation of Value to be paid to Property Owner: **$ 2,506.49**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12644-0719-00000-00

Property Address: 18 Aberdeen Ct
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for subsurface easement.

Calculation of Value of Easement:

A. Temporary Easement: 1,049.98 sqft 2.50 per sqft
20% value equals $ 524.99

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: Stephen M Hornsey

Total Calculation of Value to be paid to Property Owner: **$ 524.99**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12644-0720-00000-00

Property Address: 14 Aberdeen Ct
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for subsurface easement.

Calculation of Value of Easement: A. Temporary Easement: 1,924.09 sqft 2.50 per sqft
20% value equals $ 962.05

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: Sandra L & Sam Berry

Total Calculation of Value to be paid to Property Owner: **$ 962.05**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12644-0733-00000-00

Property Address: 9508 Belhaven View
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement: A. Permanent Easement: 949.60 sqft 2.50 per sqft
50% value equals $ 1,187.00

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: 9508 Belhaven View Family Trust

Total Calculation of Value to be paid to Property Owner: **$ 1,187.00**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12644-0734-00000-00

Property Address: 9516 Belhaven View
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement: A. Permanent Easement: 973.91 sqft 2.50 per sqft
50% value equals $ 1,217.39

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: Diogo Carrira & Shellie Ashmore

Total Calculation of Value to be paid to Property Owner: **$ 1,217.39**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

Property Valuation Report

Parcel Number: 12644-0759-00000-00

Property Address: St. Andrews Ct
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement:

A. Permanent Easement: 3,826.48 sqft 2.50 per sqft
50% value equals $ 4,783.10

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items: To be replaced by contractor.

Current Owner: Teresa Madden Living TRST

Total Calculation of Value to be paid to Property Owner: **$ 4,783.10**

Todd Mittge
Director of Engineering

Chad Bethel
Property Manager

November 23, 2026

To **Richard D & Lawana D Staggs,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **9900 Wellington Way, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$1,595.08**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 1

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

Respectfully,

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

November 23, 2026

To **James W & Veronica Kasprzak Bratcher**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **9824 Wellington Way, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$1,886.73**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 2

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

Respectfully,

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

November 23, 2026

To **Shelton E & Jacqui A Sargent**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **9816 Wellington Way, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$2,506.49**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 3

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

Respectfully,

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

November 23, 2026

To **Stephen M Hornsey**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **18 Aberdeen Ct, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$524.99**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 4

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

Respectfully,

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

November 23, 2026

To **Sandra L & Sam Barry**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **14 Aberdeen Ct, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$962.05**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 5

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

Respectfully,

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

November 23, 2026

To **9508 Belhaven View Family Trust,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **9508 Belhaven View, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007,** will have an impact on your property. The consideration being offered by the City is **$1,187.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 6

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

Respectfully,

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

November 23, 2026

To **Diogo Carrira & Shellie Ashmore**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **9516 Belhaven View, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$1,217.39**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 7

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

Respectfully,

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

November 23, 2026

To **Teresa Madden Living TRST**,

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

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to **Sub-Basin Z007**, will have an impact on your property. The consideration being offered by the City is **$4,783.10**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **12/1/2026.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

25-09: 2020 SSA Remedial Measures – Sub-Basin Z007

Property Tract Number is –

Tract 8

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

Respectfully,

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

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

CC: Maggie Rice, Deputy City Administrator

FROM: Jeff Dingman, Acting City Administrator

DATE: November 19, 2026

SUBJECT: General Legal Services agreement for 2027

SUMMARY

Attached for your consideration is a resolution authorizing a contract for general legal services for 2027. Section 2-112 of the municipal code requires the board to approve a contract for legal services prior to the first of each calendar year.

Proposals from Professional Service Providers were solicited earlier this year. Daily & Woods was the only firm to submit a proposal for general legal services.

The Daily & Woods firm has provided legal services to the city since 1968 and has been the designated City Attorney since 1973. The proposed contract with Daily & Woods for legal services in 2027 and information about the attorneys at the firm is attached. The hourly rate schedule is attached as Exhibit "1" and specifies an hourly attorney rate at $220/hr and the hourly paralegal rate at $70/hr.

The contract is similar to that used in previous years, including reference to the city's participation in the Arkansas Municipal League's Legal Defense Program, which continues. Daily & Woods also works as needed in support of the AML program.

Staff recommends approval of the attached resolution. Please contact me if there are any questions regarding this agenda item.

ATTACHMENTS

1. 2027 Legal Services Resolution.pdf
2. 20261117 Legal Services Agreement.pdf
3. 20261102 D&W SOQ for 2027.pdf

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH DAILY & WOODS, P.L.L.C. FOR GENERAL LEGAL SERVICES FOR 2027

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

The legal services agreement with Daily & Woods, P.L.L.C. for general legal services for 2027 attached hereto is hereby approved. The Mayor is hereby authorized to execute said agreement on behalf of the city.

THIS RESOLUTION PASSED THIS _____ DAY OF December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Prosecuting Attorney
No Publication Required

2027
LEGAL SERVICES AGREEMENT

This Legal Services Agreement made the ___ day of December, 2026, between the City of Fort Smith, Arkansas, a municipal corporation ("City"), acting by and through its authorized officers, and Daily & Woods, P.L.L.C., of 56 South 6th Street, Fort Smith, Arkansas ("Attorney").

WHEREAS, pertinent portions of Act 636 of the 1989 Acts of Arkansas (also contained within Fort Smith Code of Ordinances § 2-182) require annual notice of solicitation of bids for professional services, including, but not limited to, legal services, and,

WHEREAS, such notice has been duly published and a Statement of Qualifications and Performance Data has been received by the City from all persons or firms who desire to be considered by the City at the time the City enters into any contract for professional legal services throughout the year 2027, and,

WHEREAS, the City, having received and reviewed such Statement of Qualifications and Performance Data from the law firm of Daily & Woods, P.L.L.C., and the City having determined that said firm is the most qualified and capable in handling the legal services for the City, does hereby enter into this Agreement for the use of and compensation of such legal services, to-wit:

SECTION ONE

City retains Daily & Woods, P.L.L.C., to act as attorney for the City and to render to the City and its authorized officers all legal advice and to represent City and its authorized officers as provided in Fort Smith Code of Ordinances §§ 2-112, 2-113, and 2-114. The legal advice and services may include any or all of the following: the drafting and/or reviewing of all contracts,

bid documents, resolutions and ordinances; planning department advice; development applications; rezonings; comprehensive plan amendments; variances; site plans; the preparation and handling of hearings or trials involving or affecting the City or its governing body or employees; the presentation of any requested seminars for the City's police department; attendance at regular and specially called meetings of the City's governing body and any other meetings where attendance is requested; leases and real estate matters, including, but not limited to, issues involving eminent domain; enforcement of cleanup liens; advising when requested on finance and purchasing issues; matters regarding Arkansas' Freedom of Information Act; solid waste; code enforcement; building department; employment and personnel issues; and, when requested, prosecuting on behalf of the City in District or Circuit Court. The City participates in the Arkansas Municipal League legal defense fund ("fund") and reserves the right to assign to the fund requests for services provided by the fund.

SECTION TWO

City and Attorney accept the compensation schedule as outlined in Exhibit "1" to this Agreement.

SECTION THREE

As compensation in full for all services to be rendered by Attorney under and pursuant to this Agreement, City shall pay to Attorney for Attorneys' services such compensation as is set forth in detail in the letter attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION FOUR

This Agreement shall terminate on December 31, 2027. This Agreement may also be terminated at any time after date of execution of this Agreement after written notice from either

party to the other party.

SECTION FIVE

This Agreement shall be governed by, construed, and enforced in accordance with the law of Arkansas.

SECTION SIX

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION SEVEN

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION EIGHT

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party has caused this Agreement to be executed at Fort Smith, Arkansas, on the date first indicated above.

City of Fort Smith, Arkansas

By:_____
Mayor

Daily & Woods, P.L.L.C.

By:_____
Authorized Representative

EXHIBIT "1" TO
LEGAL SERVICES AGREEMENT

2027 Billing Rate: $220.00 per hour – Attorney Services

2027 Billing Rate: $70.00 per hour – Paralegal Services

1. Except as provided in 2 below, compensation for services shall be on a time spent basis at the rates indicated. Time shall be kept in increments of .1 per hour. Monthly bills shall be presented generally in the attached form, and the City may reasonable request additional separate billings by project or other categories as to which separately maintained and billed time would be convenient for the City. Additionally, all actual expenses incurred, e.g., copying, postage, long distance phone calls, travel, etc., are to be reimbursed to Daily & Woods, P.L.L.C., by the City.

2. Compensation for legal services provided by attorney on City bond issues will be negotiated through the City's selected bond counsel for the individual bond issue. Compensation for legal services provided by attorney to protect the interests of the City in bond issues requested by third parties (i.e., industrial development revenue bond issues) will be negotiated by attorney directly with and paid by the third party requester.

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

www.dailywoods.com

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
C. MICHAEL DAILY, P.A. †
COLBY T. ROE, P.A. •
ETHAN M. BRIDGFORTH
WILLIAM R. BALESTRINO

† Also Licensed in Oklahoma, Wyoming & North Dakota
• Also Licensed in Texas

HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

WRITER'S E-MAIL ADDRESS
JCanfield@DailyWoods.com

November 2, 2026

Ms. Sherri Gard
City Clerk
City of Fort Smith
623 Garrison Avenue, Room 303
P.O. Box 1908
Fort Smith, AR 72902

Re: Statement of Qualifications and Performance Data for Legal Services - 2027

Dear Ms. Gard:

We note the City's recent advertisement for receipt of "Statement of Qualifications and Performance Data" for professional services, including legal services, for the year 2027. On behalf of the firm of Daily & Woods, P.L.L.C., we respectfully request that the information in this letter and its attachments be filed as our "Statement of Qualifications and Performance Data" and be considered by the City for the year 2027.

We are enclosing a description of the educational and professional experience of the attorneys in the firm taken from the website of Daily & Woods, P.L.L.C. All of the attorneys in our office are licensed as attorneys in the State of Arkansas and are actively engaged in the practice of law in the City of Fort Smith. Because of our providing legal services to the City in the immediate past, all of the attorneys in our office have experience in areas of law material to the representation of the City, and some of the lawyers in our office are among those most experienced in the State of Arkansas in the areas of municipal corporation law.

As you know and as the records of the City reflect, the lawyers of this firm have provided legal services to the City since shortly after the adoption of the city administrator form of government in Fort Smith in 1967. We believe that this experience gives us valuable insight to the areas of law with which the City must deal and insight into the ongoing activities of the City. We believe such insight creates substantial efficiencies in our providing legal services for the City. We also note our firm's continued, direct involvement in some of the more significant capital improvements projects undertaken by the City in the past several years. The City continues to expend substantial sums on major capital projects, including streets and major utility facility expansions, including the obligations of the Consent Decree regarding the City's sanitary sewer system. We believe our experience from past involvement in said projects makes us uniquely qualified to continue to provide legal services to the City.

We look forward to continued service to the City and an opportunity to discuss and amplify on the information in this letter at your request.

The firm values the City as a very important client. All of our lawyers have the commitment to make ourselves available for the legal needs of the City. City officials and staff members may call on any of the attorneys in the office for the performing of legal services.

So there is certainty regarding responsibility, we do note the following attorneys generally provide the following types of services for the City (again, please feel free to call any of the attorneys):

Jerry L. Canfield - Overall responsibility with Colby Roe; general availability for immediate consultation by City staff; attending Board meetings;

Wyman R. Wade, Jr. - Police Department and civil rights litigation; general availability for immediate consultation by City staff;

Colby T. Roe - Overall responsibility with Jerry Canfield; general litigation; Police Department and civil service matters; attending Board meetings; general availability for immediate consultation by City staff;

Douglas Carson - workers' compensation; employment litigation; general availability for project and litigation matters;

Tom Daily and Michael Daily - general property law matters;

Ethan Bridgforth - general availability for project matters; and,

William R. Balestrino - general availability for project matters.

Thank you for your attention to this matter.

Very truly yours,

Jerry L. Canfield
cmm
Enclosures
cc: Mr. Jeff Dingman

Jerry L. Canfield

jcanfield@dailywoods.com

Jerry Lee Canfield has practiced with Daily & Woods, P.L.L.C., in Fort Smith, Arkansas, since graduating from the University of Arkansas School of Law in 1970. His civil law practice continues to focus on client advice, trials and appellate representation in municipal law, oil, gas and mineral law, and general civil litigation representing individual and business entity clients of the firm.

Mr. Canfield is a graduate of the University of Arkansas (B.A. 1968) and University of Arkansas School of Law (J.D., summa cum laude 1970). He is licensed to practice in Arkansas courts and the federal courts in Arkansas and the Eighth Circuit Court of Appeals and the United States Supreme Court. He served as an adjunct professor of law teaching torts at the University of Arkansas (1974-75). In 2007, he received the inaugural Outstanding Government Lawyer Award from the Municipal Law Section of the Arkansas Bar Association. He received the 2014-2015 C.E. Ransick Award of Excellence from the Arkansas Bar Association and Arkansas Bar Foundation.

In 1968, the City of Fort Smith adopted an administrative form of municipal government. Daily & Woods, then an established civil law firm, was asked to provide legal representation for Fort Smith. When he joined the firm in 1970, Mr. Canfield became involved in representation of Fort Smith. In 1973, he was appointed as the City's legal counsel. He has led Daily & Woods in providing legal service for Fort Smith during development of more than one billion dollars of public improvement projects, including major street and drainage projects, two water reservoirs with treatment plants providing municipal water capacity through 2050, modernization of municipal utilities, and solid waste disposal capacity through 2040. He has handled litigation involving Fort Smith in both Arkansas and federal courts, often involving significant constitutional principles. The representation of Fort Smith has involved resolution of important regional disputes over water rates with the City of Van Buren, sharing with the City of Barling the rights of development of extensive acreage released from the Fort Chaffee Military Reservation, and expanding Fort Smith utilities into areas south of Fort Smith previously served by a regional water district. His representation of Fort Smith has qualified Mr. Canfield with expertise in eminent domain law.

Mr. Canfield has provided representation of Arkoma Basin mineral operators in a series of class actions to resolve historical royalty issues. The firm's expertise in oil, gas and mineral law and Mr. Canfield's expertise in eminent domain law resulted in Mr. Canfield's representation of mineral operators and other clients with reference to the Fayetteville Shale mineral development project. Mr. Canfield successfully handled litigation concluding with decisions of the Arkansas Supreme Court confirming gathering pipeline eminent domain power, establishing industry favorable interpretations of Arkansas legislation affecting development of leased mineral acreage and affirmation of important mineral title principles.

Since 1981, Mr. Canfield has been a board member of International Health Care Foundation, serving as Chairman of the Board from 2005 through 2011 and currently serving as its Vice Chairman. IHCF assists in the operation of hospitals and medical clinics in countries in West and East Africa. In 2010, Mr. Canfield was awarded the Foundation's Outstanding Service Award. His service to IHCF and with the mission's outreach of the WestArk Church of Christ in Fort Smith has given Mr. Canfield the opportunity to make more than twenty visits to the West African country of Nigeria. During a sabbatical from the practice of law covering portions of 1997-98, Mr. Canfield studied the Lao language and supervised a Lao government contract to provide clean water, sanitary facilities and health education for elementary schools in Vientiane, Laos. He continues to make annual visits to the Southeast Asian countries of Thailand, Laos and Vietnam.

Thomas A. Daily

tdaily@dailywoods.com

Thomas A. Daily practices primarily in the area of oil, gas and mineral law, including title examination, administrative proceedings and mineral litigation. He is also an adjunct professor of law at the University of Arkansas School of Law, teaching classes titled "Oil and Gas Regulation and Agreements" and "Oil and Gas Title Examination."

Mr. Daily is a graduate of the University of the South (B.A.) and the University of Arkansas (J.D., summa cum laude). He is a past President of the Arkansas Bar Association (2003-2004), having previously served as a member of its House of Delegates and Board of Governors, as well as chairman of the Association's Natural Resource Law Section. He is also a member of the Sebastian County and American Bar Associations and is a Fellow of both the American Bar Foundation and the Arkansas Bar Foundation and is currently the vice president of the latter foundation. He is a member of the Arkansas Supreme Court's Professional Practicum Committee. He is listed in Best Lawyers in America; Best Lawyers in Arkansas and Mid-South Super Lawyers.

Mr. Daily is co-author of Well, Now, Ain't That Just Fugacious: A Basic Primer on Arkansas Oil and Gas Law, 29 U. Ark Little Rock L. Rev. 211, and is author of Lawyering the Fayetteville Shale Play—Welcome to My World, 44 Ark. Lawyer No. 2, 11. He is a co-author of the American Association of Petroleum Landmen's Eighteen State Comparison of Oil and Gas Laws and is the Arkansas reporter for the Annual Survey of Law by the American Bar Association's Section of Natural Resources, Energy and Environmental Law and the Rocky Mountain Mineral Law Foundation Newsletter. He recently served as a member of the task force which drafted the American Association of Petroleum Landmen Form 610-2015 Model Form Operating Agreement.

Mr. Daily is a frequent presenter of continuing legal education programs on mineral law subjects. He has presented several papers to the Arkansas Natural Resource Law Institute. He has often before served as chairman of that institute and is a recipient of its award for distinguished service.

Wyman R. Wade

rwade@dailywoods.com

Wyman R ("Rick") Wade, Jr. practices primarily in the areas of municipal, employment, and collection law. He served as adjunct professor of the Legal Environment of Business course at the University of Arkansas Fort Smith from 2005 to 2017.

Mr. Wade is a graduate of Florida State University (B.A.) and the University of Arkansas, Fayetteville (M.A. and J.D., cum laude). He is past president of the Sebastian County Bar Association (1993-1994), during which time the Sebastian County Bar Association was recognized as the Outstanding Bar Association in the State of Arkansas. An Air Force veteran of the Vietnam War, he has served on myriad local civic boards and from 1989 through 1995 was a member of the Arkansas State Board of Law Examiners; he served on the Fort Smith School Board for 21 years, serving as its President for two terms. He has been presented with the Mayor's Appreciation Award for service as the City Prosecutor for the City of Fort Smith (1992-2007) and was cited in Strathmore's Who's Who for 2010, in the Global Directory of Who's Who for 2011, and, in 2016 was recognized as being in the top 1% of America's Most Honored Professionals. In 2012, he was named the Outstanding Lawyer-Citizen by the Arkansas Bar Association/Bar Foundation.

Mr. Wade, who is a former Editor-in-Chief of the Arkansas Law Review, is author of *Collins v. State: Arkansas' Death Penalty Gets New Life, 31 Ark. L. Rev. 719* and of *Fine and/or Imprisonment: Pauper's Dilemma or Delight?, 33 Ark. L. Rev. 278*. Mr. Wade is a frequent presenter at law enforcement seminars on issues concerning civil rights.

Douglas M. Carson

dcarson@dailywoods.com

Mr. Carson's practice includes personal injury, insurance, commercial, oil and gas, worker's compensation defense, and employment litigation. He also handles commercial transactions. He has represented parties in federal and state courts, workers' compensation and EEOC proceedings, and mediations. He has been the Director of Legal Writing and Appellate Advocacy at the Univ. of Arkansas School of Law. He has been a frequent presenter at professional seminars. Fellow Arkansas attorneys selected him as a Mid-South Super Lawyer, an honor limited to five percent of the attorneys in a state.

He received both his B.A. (1979) and his Juris Doctorate (1982) from the University of Arkansas. At the School of Law, he was Student Works Editor of the Arkansas Law Review and one of three students selected for the National Moot Court Team. Mr. Carson was selected in 2012 as one of five judges from across the country to score the briefs submitted by the finalists at the American Bar Association's National Appellate Advocacy Competition.

Significant concluded cases in which Mr. Carson was sole or lead counsel include:

- Defense of intellectual property rights infringement claims involving wheat seed genetics.
- After a three-week trial in which the plaintiffs claimed damages of $157 million, the jury absolved 12 of 13 defendants and awarded damages of $78,397—the exact amount suggested by Attorney Carson in closing arguments as the appropriate award of damages if the jury found any defendant liable for damages.
- Defense of triple-death product liability action in which the jury returned a defendants' verdict after a week-long trial.
- Defense of design defect product liability trial ending in jury award after nine-day trial of$150,000 against the defendant when defendant's pretrial offer was $125,000 and plaintiffs' final, non-negotiable settlement demand was $325,000.
- Defense of pollution damages claim against oil and gas exploration company in which plaintiffs sought $158,000 and jury awarded $795.
- Defense of action involving RICO and fraud claims by 78 plaintiffs. The case settled in a confidential settlement.
- Defense of class action lawsuit concerning expense deductions from oil and gas royalty payments. Case dismissed with no additional payment being made.
- Defense of wrongful death claim against pharmaceutical manufacturer leading to confidential settlement.
- Wrongful death product liability case settled for $35,000 after filing the motion for summary judgment for defendant manufacturer.

C. Michael Daily

mdaily@dailywoods.com

C. Michael Daily is a member of the Fort Smith, Arkansas, firm, Daily & Woods, PLLC. He practices primarily in the area of oil, gas and mineral law, including title examination and mineral litigation. He also practices in the area of estate planning, contract law, business law, real estate law, and collection law.

Mr. Daily is a graduate of Hendrix College (B.A.) and The University of Arkansas at Little Rock (M.B.A. and J.D.). He is a member of the Sebastian County, Arkansas and Oklahoma Bar Associations and is a Fellow of the Arkansas Bar Foundation. Mr. Daily is an editor of The Arkansas Real Estate Review and member of the Marketable Title Standards Committee.

Mr. Daily is licensed to practice in four mineral producing jurisdictions: Arkansas, Oklahoma, North Dakota, and Wyoming. He has also served as an adjunct professor at The University of Arkansas, Fort Smith and Pulaski Technical College, in Little Rock, Arkansas, teaching courses in real estate law, commercial law, civil litigation, and natural resource law.

Mr. Daily is a frequent presenter of continuing legal education programs on natural resource law subjects, having presented papers to the Arkansas Natural Resources Law Institute, The Fort Smith Association of Professional Landmen, and The Arkansas Bar Association's Annual and Mid-Year Meetings. He has been chosen to present at the Arkansas Bar Association's Best of CLE.

Mr. Daily is an avid runner and former college soccer player. He holds a national coaching certification.

If you would like to contact Mr. Daily about a legal issue, have a question that requires the advice of a property, and oil and gas lawyer, you can contact him by email at mdaily@dailywoods.com, or by calling the Daily & Woods office at 479-242-3953. You can follow Mr. Daily on Twitter and Linkedin.

Colby T. Roe

croe@dailywoods.com

Colby T. Roe is a member of the Fort Smith, Arkansas, firm, Daily & Woods, PLLC. His areas of practice include municipality law, natural resources law, estate planning, business law, real estate law, and litigation.

Mr. Roe is a graduate of Arkansas Tech University (B.A., cum laude, 2005) and the University of Arkansas (J.D., summa cum laude, 2009). He is a former Associate Editor of the Arkansas Law Review and is the author of Arkansas Marriage: A Partnership Between a Husband and Wife, or a Safety Net for Support?, 61 Ark. L. Rev. 735.

Mr. Roe is a member of the Arkansas Bar Association as well as the Association's Natural Resource Law Section. He is also a member of the Sebastian County Bar Association.

Ethan M. Bridgforth

ebridgforth@dailywoods.com

Ethan M. Bridgforth is an associate attorney at Daily & Woods, PLLC in Fort Smith, Arkansas. His practice focuses on municipal law, estate planning, business law, real estate law, and employment law.

Mr. Bridgforth earned his B.A., magna cum laude (2021), and his Juris Doctor (2024) from the University of Arkansas. He is a member of both the Arkansas Bar Association and the Sebastian County Bar Association.

A fourth-generation attorney, Mr. Bridgforth is originally from Pine Bluff, Arkansas, where his family remains active in the legal profession. He is proud to be part of the Fort Smith community and is committed to providing clients with knowledgeable and effective legal counsel.

William R. Balestrino



William R. Balestrino is an associate attorney at Daily &Woods, P.L.L.C. in Fort Smith, Arkansas. His practice involves general civil litigation including a wide range of legal matters, including oil, gas, and mineral lease issues; wills, trusts, estates, and probates; landlord–tenant law; general property law; contract law; business law; and employment law.

Mr. Balestrino is a proud graduate of Northside High School (Fort Smith) class of 2018. From there he traveled to Mississippi where he attended the Mississippi University for Women and earned his B.S., summa cum laude, (2022).

During his time at The W, Mr. Balestrino was a student of the Ina E. Gordy Honor's college where his final research was published, titled: "Reducing Recidivism Through Rehabilitation: An Observational Study on Rehabilitative Programming During and After Incarceration to Determine Best Practices for Successful Reintegration into Society." The publication is available for viewing on Mr. Balestrino's LinkedIn profile.

Heading back towards home, Mr. Balestrino attended the University of Arkansas School of Law where he earned his Juris Doctor, cum laude, (2025). During his time on The Hill he also served as Trial Competition co-chair for the William H. Sutton Barrister's Union Trial Competition serving as a part of the Board of Advocates, and represented the Law School and the Board of Advocates competing in the Texas Young Lawyer's Association National Trial Competition.

Mr. Balestrino is licensed to practice in Arkansas, where he is a member of the Sebastian County and Arkansas Bar Associations.

Mr. Balestrino is a member of Immaculate Conception Catholic Church in Fort Smith, Arkansas. When he is not at the office, Mr. Balestrino can be found barbequing, fishing, floating, hiking, playing bingo, reading for leisure, rooting for the Hogs, cheering on the NHS Grizzlies, or working on some form of woodworking or pyrography project.

City of Fort Smith Finance

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Financial Officer

DATE: November 24, 2026

SUBJECT: 2027 Bid for Aggregates, Sand, Concrete & Asphalt Concrete Products (Bid 5101-1123-BA)

SUMMARY

Attached please find the bid tabulation for the 2027 Bid for Aggregates, Sand, Concrete & Asphalt products. These materials will be utilized by various City departments throughout 2027.

This competitive bid was procured in accordance with the City of Fort Smith Purchasing Procedures. The Invitation to Bid was advertised in two newspapers, the Northwest Arkansas Democrat-Gazette and the River Valley Democrat-Gazette and on the Northwest Arkansas Democrat-Gazette's website. It was posted on the City's website from November 9, 2026, until closing date.

The public bid opening was held on Monday, November 23, 2026, at the Blue Lion building. A total of six vendors submitted bids. It should be noted that Mid-Continent Concrete and APAC-Central, which have historically submitted separate bids, are under common ownership and elected to submit a single bid response for the 2027 solicitation.

While Hoffman Construction submitted the lowest unit prices for certain asphalt items, the material would be obtained from its plant in Poteau, Oklahoma. Staff determined that the additional hauling distance and associated transportation costs would offset the unit-price savings. Accordingly, award to Emery Sapp is recommended as the lowest overall cost to the City.

Funding for these materials has been included in the 2027 budget. For comparison purposes, the 2026 pricing is also reflected upon the bid tabulation.

Based on the bids received and the evaluation conducted, I recommend acceptance of the bids identified on the attached bid tabulation. Please let me know if you have any questions.

ATTACHMENTS

1. 3255_Resolution (1).pdf
2. Signed Bid Tab - 5101-1123-BA.pdf

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

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF AGGREGATES, SAND, CONCRETE, AND ASPHALT CONCRETE PRODUCTS FOR 2027

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

The Bids, as indicated by enclosure on the attached Bid Tabulation 5101-1123-BA for the purchase of concrete, asphalt, and other materials for 2027, are accepted.

This Resolution adopted this _____ day of December, 2026.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____NPR

Tabulation of Bids for Concrete and Sand for **2027**

Bid Tab: 5101-1123-BA

Description	APAC-Arkhola, Inc. Ft. Smith, AR				River Valley Quarries Ft. Smith, AR				River Valley Materials Ft. Smith, AR					2026 Awarded Bid Prices	
	At Plant		Delivered		At Plant		Delivered		At Plant		Delivered		Bid Item #	At Plant	Delivered
1 - Crushed Stone (Aggregate Base Course)	$21.40		Haul Rate		$16.20	✓	$24.70	✓	No Bid		No Bid		1	$14.70	$22.58
2 - 3/4" to 1 1/2" Concrete Rock	$26.20		Haul Rate		$18.15	✓	$26.65	✓	No Bid		No Bid		2	$16.65	$24.53
3 - Rip Rap	$31.65		Haul Rate		$24.20	✓	$34.20	✓	No Bid		No Bid		3	$22.70	$32.08
4 - Gabion Stone	$31.65		Haul Rate		$20.45	✓	$28.95	✓	No Bid		No Bid		4	$18.95	$26.83
5a - Concrete Class AAA/4000 PSI	$173.00	✓	$198.00	✓	No Bid		No Bid		No Bid		No Bid		5a	$160.00	$196.00
5b - Concrete Class AAA (AE)/4000 PSI	$173.00	✓	$198.00	✓	No Bid		No Bid		No Bid		No Bid		5b	$160.00	$196.00
5c - Concrete Class AAA (AE)(HES)/4000 PSI	$195.00	✓	$220.00	✓	No Bid		No Bid		No Bid		No Bid		5c	$185.00	$217.00
5d - Concrete Class AA/3500 PSI	$168.00	✓	$193.00	✓	No Bid		No Bid		No Bid		No Bid		5d	$157.00	$192.00
5e - Concrete Class AA AE/3500 PSI	$168.00	✓	$193.00	✓	No Bid		No Bid		No Bid		No Bid		5e	$157.00	$192.00
5f - Concrete Class AA AE HES/3500 PSI	$190.00	✓	$215.00	✓	No Bid		No Bid		No Bid		No Bid		5f	$181.00	$212.00
5g - Concrete Class A/3000 PSI	$163.00	✓	$188.00	✓	No Bid		No Bid		No Bid		No Bid		5g	$154.00	$187.00
5h - Concrete Class A (AE)/3000 PSI	$163.00	✓	$188.00	✓	No Bid		No Bid		No Bid		No Bid		5h	$154.00	$187.00
5i - Concrete Class A (AE)(HES)/3000 PSI	$185.00	✓	$210.00	✓	No Bid		No Bid		No Bid		No Bid		5i	$177.00	$207.00
5j - Concrete Class B/2500 PSI	$158.00	✓	$183.00	✓	No Bid		No Bid		No Bid		No Bid		5j	$152.00	$182.00
5k - Concrete Class B (HES)/2500 PSI	$180.00	✓	$205.00	✓	No Bid		No Bid		No Bid		No Bid		5k	$172.00	$202.00
6 - Utility Backfill (Slurry)	$135.00	✓	$160.00	✓	No Bid		No Bid		No Bid		No Bid		6	$134.00	$158.00
7 - Sand	$18.50		Haul Rate		No Bid		No Bid		$13.85	✓	$22.35	✓	7	$16.70	Haul Rate
Optional Items															
Calcium Chloride – 1% (Per Cubic Yard)	N/A		$6.00	✓	N/A		N/A		N/A		N/A			$0.00	$5.00
Calcium Chloride – 2% (Per Cubic Yard)	N/A		$11.00	✓	N/A		N/A		N/A		N/A			$0.00	$10.00
Fiber (Per Bag)	N/A		$7.50	✓	N/A		N/A		N/A		N/A			$0.00	$7.00
Hot Water	N/A		$7.00	✓	N/A		N/A		N/A		N/A			$0.00	$7.00

All Prices Firm for 2027

✓ Bid Award

Advertised Nov 8 and Nov 15, 2026 in River Valley and NWA Democrat Gazette
Bid emailed to all known vendors on Nov 6, 2026
Bid posted on COFS Purchasing webpage from Nov 6 to Nov 23, 2026
One late bid received at 11:37 a.m. on Nov 23 from MDHC, LLC (Springfield, VA), bid returned to sender unopened

Approved by: Andrew Richards, CFO

Tabulation of Bids for Concrete and Sand for **2027**
Bid Tab: 5101-1123-BA

Description	APAC Arkhola Ft. Smith, AR		Emery Sapp Ft. Smith, AR		Hoffman Const Poteau, OK		Atlas Asphalt Batesville, AR		Bid Item #	2026 Bid Prices
	At Plant		At Plant		At Plant		At Plant			
8 - Asphalt Concrete Hot Mix Surface Course (II)	$82.00	✓	$84.25		No Bid		No Bid		8	$73.25
9 - Asphalt Concrete Cold Plant Mix	No Bid		No Bid		No Bid		No Bid		9	No Bid
10 - Asphalt Concrete High Performance Cold Mix	$145.00		$135.00	✓	$130.00		$137.00		10	$125.00
11 - Asphaltic Concrete Hot Mix Binder Course	$80.00		$80.00	✓	No Bid		No Bid		11	$72.00
12 - Asphaltic Concrete Hot Mix Surface Course	$84.00	✓	$84.25		No Bid		No Bid		12	$73.25
13 - Asphaltic Concrete Hot Mix Surface Course-AHTD 12.5 mm										
PG 64-22	$89.00		$88.00	✓	$79.00		No Bid		13	$79.00
PG 70-22	$94.00	✓	$95.00		No Bid		No Bid		13	$85.00
PG 76-22	$96.00	✓	$97.00		No Bid		No Bid		13	$89.00
14 - Asphaltic Concrete Hot Mix Surface Course-AHTD 9.5 mm										
PG 64-22	$94.00		$92.50	✓	$81.00		No Bid		14	$84.75
PG 70-22	$100.00	✓	$106.00		No Bid		No Bid		14	$90.00
PG 76-22	$102.00	✓	$110.00		No Bid		No Bid		14	$95.00

All Prices Firm for 2027
✓ Bid Award

Item 11 tie-breaker required a coin toss per the purchasing manual section 8.1.24. APAC and Emery Sapp both have business offices located in the City of Fort Smith. Tie-breaker held on Nov 24. Eric Mackey from APAC was present and Joseph McNeely joined by phone. Emery Sapp won on tails.
Items 10; 13 (a) and 14 (a) were awarded to Emery Sapp due to the travel distance from the Hoffman Plant - multiple daily trips would cause increase in fuel and wear & tear on City trucks and elimnate any savings

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: November 18, 2026

SUBJECT: Change Order No.1 to Crawford Construction Company for the I-540 Water Line Crossing-(Euper Lane), Project No. 23-22-C1

SUMMARY

On April 7th, 2026, the Board of Directors approved the bid of Crawford Construction Company in the amount of $1,125,245.00. The scope of this project includes the replacement of approximately 385 linear feet of a 20-inch water line and installing approximately 340 linear feet of a 30-inch encasement by methods of boring and open cut. An exhibit showing the location of the project, Change Order No. 1 and project photos are attached for review.

An existing 12-inch water line is in the proximity of the construction area. This line was shown on the construction plans per historical system data, and the line was marked in the field when utility locates were requested. The contractor, while verifying the location of existing infrastructure, observed the existing 12-inch water line was inaccurately depicted by system data and locates. A relatively small portion of this 12-inch water line must be relocated for the installation of the 30-inch steel encasement.

This change order includes an adjustment to the contract time and contract price. The additional time requested is sixty-three (63) days to reach substantial completion, adjusting the substantial completion date to January 30, 2027. The increase to the contract by the Change Order is $52,501.00 which will adjust the total contract amount to $1,177,296.00.

The attached Resolution authorizes the Mayor to execute a Change Order Number 01 with Crawford Construction Company in the amount of $52,051.00 and an additional 63 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. 12C_12-1-26__Item_ID_3299_Resolution_Engineering-Utilities.pdf
2. 12-1-26 Item ID 3299 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$52,051.00 and 63 additional days*
BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH CRAWFORD CONSTRUCTION COMPANY FOR THE I-540 WATER LINE CROSSING (EUPER LANE), PROJECT NO. 23-22-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 I-540 Water Line Crossing (Euper Lane), Project No. 23-22-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order No.1 approved by Section 1 hereof, increasing the contract amount by $52,051.00 and adding 63 days for performance of said services.

THIS RESOLUTION ADOPTED THIS _____ Day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr

City of Fort Smith ARKANSAS Engineering

CHANGE ORDER NO. 01

Change Order No:	1
Date:	11/06/26
Notice to Proceed:	06/02/26
Contract Substantial Completion Date:	11/28/26

Project No.: 23-22-C1
Project Name: Replacement of I-540 - Euper Lane Water Line Crossing
Owner: City of Fort Smith, Arkansas
Contractor: Crawford Construction Company

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

The following items are added to the Project.

Spec No.	Description	QTY	Unit	Unit Price	Amount of Change
205	Trench or Excavation Safety System	0.19	LS	$ 10,000.00	$ 1,900.00
205.SP1	Pipe Casing - 30" Steel (Bored)	8.00	LF	$ 2,100.00	$ 16,800.00
206.01	Flowable Fill	17.91	CY	$ 215.00	$ 3,850.00
601.0112	Water Pipe (12-inch, Ductile Iron, Class 350) Open Cut	30.00	LF	$ 748.00	$ 22,440.00
601.0201	Fittings	158.00	LB	$ 19.69	$ 3,111.00
601.1004	Connect to Existing Line (12-inch)	2.00	EA	$ 1,500.00	$ 3,000.00
603.0202	Service Line (2-inch, PE Tubing, AWWA C901, SDR 9)	30.00	LF	$ 31.67	$ 950.00
TOTAL CHANGE ORDER NO. 01				**ADD**	**$ 52,051.00**

Justification:
This Change Order No. 01 is for additional scope of work associated with the relocation of a 12-inch line that is impeding the construction of the 20-inch water line improvements. The 12-inch water line's actual location differed from historical system data and utility locate marks.

City of Fort Smith ARKANSAS Engineering

CHANGE ORDER NO. 01

Change Order No:	1
Date:	11/06/26
Notice to Proceed:	06/02/26
Contract Substantial Completion Date:	11/28/26

CHANGE TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	$	1,125,245.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS	$	1,125,245.00
CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY	$	52,051.00
THE NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE	$	1,177,296.00

CHANGE TO CONTRACT TIME:

CURRENT SUBSTANTIAL COMPLETION DATE:	November 28, 2026
CALENDAR DAYS ADDED TO THE CONTRACT BY THIS CHANGE ORDER:	63
NEW SUBSTANTIAL COMPLETION DATE	January 30, 2027

JUSTIFICATION:
This additional Contract Time is warranted for the Contractor to complete the scope of work in Change Order No. 01 and time for required design revisions due to the incorrect location of the existing 12-inch water line.

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

APPROVALS:

RECOMMENDED BY ENGINEER: CITY OF FORT SMITH - ENGINEERING DEPARTMENT

By: _____ Date: 11/09/2026
Austin Pearcy, P.E.

ACCEPTED BY CONTRACTOR: CRAWFORD CONSTRUCTION COMPANY

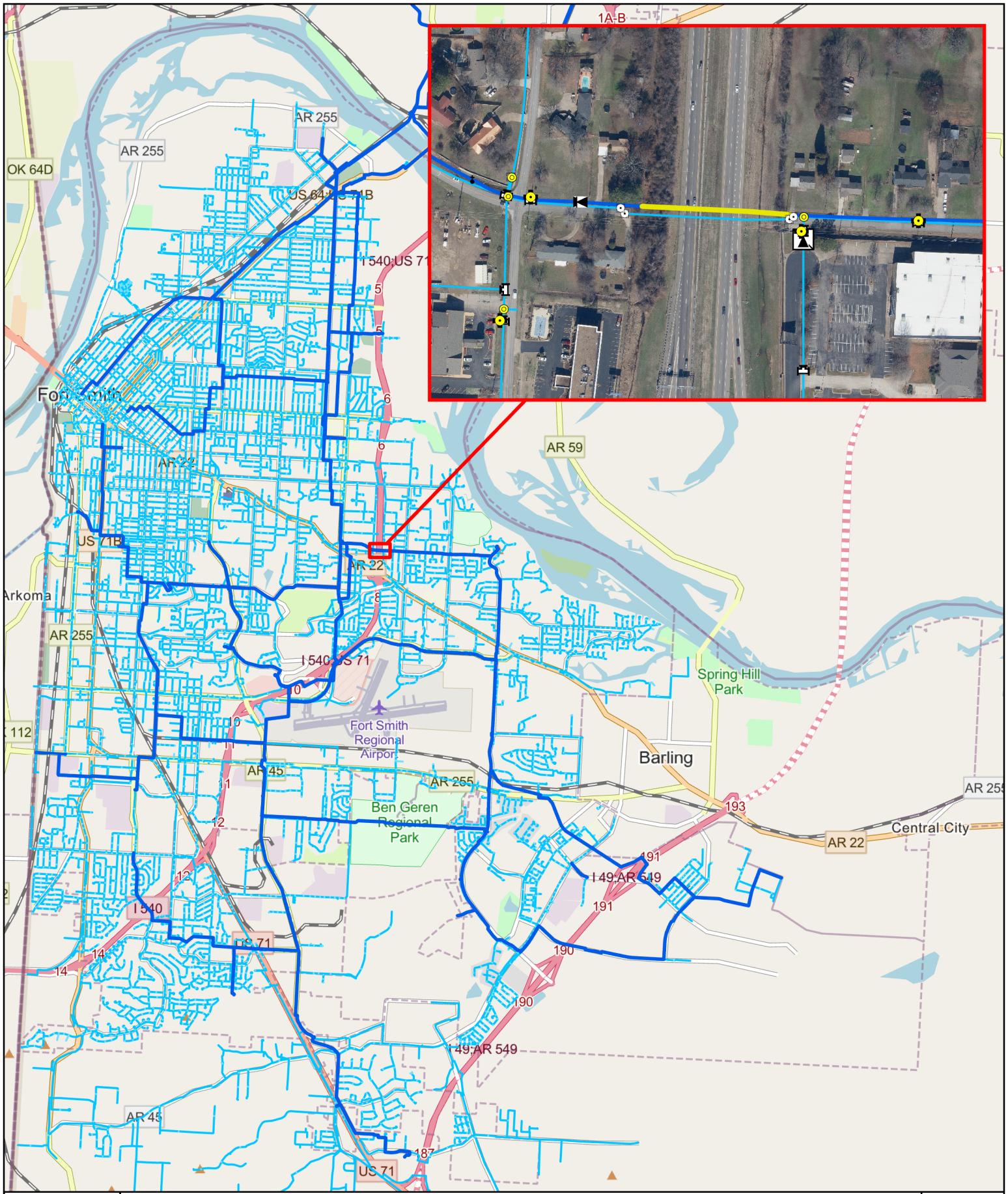
By: _____ Date: 11/18/2026
Greg Crawford

APPROVED BY OWNER: CITY OF FORT SMITH, ARKANSAS

By: _____ Date: _____
George McGill, Mayor

Attest:

_____
City Clerk



23-22-C1

Replacement of Interstate 540 - Euper Lane

Water Line Crossing

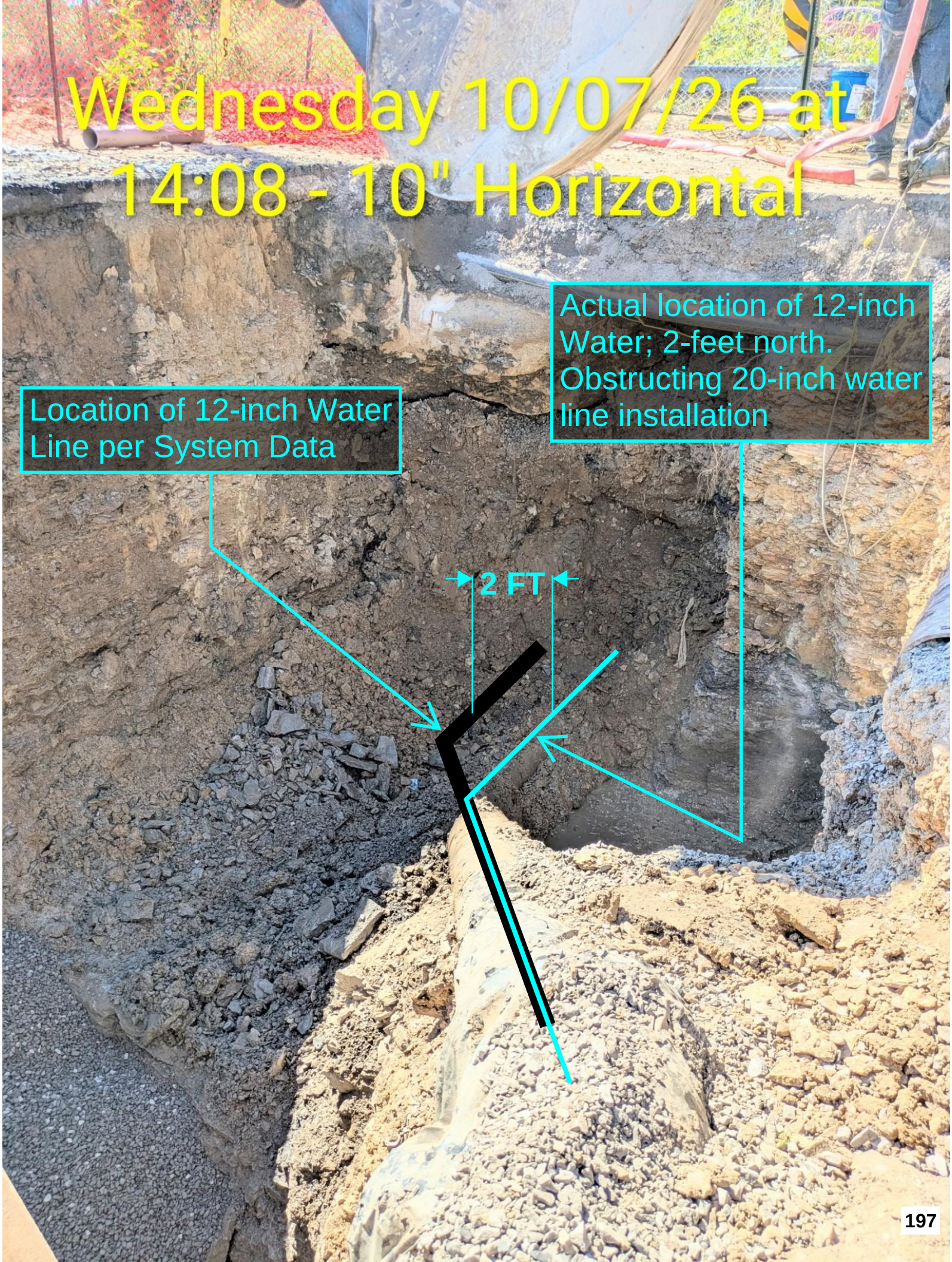
N



Drill rig used for boring encasement pipe under I-540

Monday 10/05/26 at 9:21


Expanding the bore pit north to adjust location of new 20-inch water line in relation to the existing 12-inch water line.
Wednesday 10/07/26 at 10:39 - Removing rock to correct bore path.


Wednesday 10/07/26 at 14:08 - 10" Horizontal
Actual location of 12-inch Water; 2-feet north. Obstructing 20-inch water line installation
Location of 12-inch Water Line per System Data
2 FT

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Dr. Sara Deuster, Director of Parks and Recreation

DATE: November 23, 2026

SUBJECT: Lease Agreement for Kelley Ballfields Complex

SUMMARY

In accordance with standard procedures, the Parks Department advertised a Request for Proposals for the operation of the Kelley Ballfields Complex on July 5, 2026 and again on July 12, 2026. Fort Smith Youth Baseball and Softball (FSYBS) was the sole respondent to the RFP. FSYBS has leased the Kelley Ballfields Complex from the City since October 2021.

The Parks and Recreation Commission discussed continuing FSYBS's lease for the operation of the Kelley Ballfields Complex during their August 12th meeting. The Parks Commission voted unanimously to recommend to the Board of Directors to enter a lease agreement with FSYBS. Attached is a resolution authorizing the Mayor to execute the attached lease agreement with FSYBS for operation of the Kelley Park Ballfields.

Please contact me should you have any questions or require additional information.

ATTACHMENTS

1. 12D_12-1-27_Item_ID_2971_Resolution.pdf
2. 12-1-26 Item ID 2971 Lease Agreement.pdf

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH FORT SMITH YOUTH BASEBALL AND SOFTBALL, INC. FOR KELLEY BALLFIELDS COMPLEX

WHEREAS, a Request for Proposals seeking interested parties to operate the Kelley Ballpark Complex was published on July 5, 2026 and again on July 12, 2026; and

WHEREAS, Fort Smith Youth Baseball and Softball, Inc. was the sole responding entity and has operated the Kelley Ballpark Complex since October 2021; and

WHEREAS, the Parks and Recreation Commission recommends the Board of Directors approve a lease agreement with Fort Smith Youth Baseball and Softball, Inc. for the operation of the Kelley Ballpark Complex.

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

The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a lease agreement, incorporated herein by reference, with Fort Smith Youth Baseball and Softball, Inc. for operation of the Kelley Ballpark Complex.

This Resolution adopted this _____day of December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO this _____ day of _____ 2026, by and between the City of Fort Smith, Arkansas, hereinafter "CITY" and Fort Smith Youth Baseball & Softball, Inc., hereinafter "Operator", regarding the City's public park known as the Kelley Ballpark Complex (or "Kelley Park").

WITNESSETH

WHEREAS, the CITY is the owner of the real property described in paragraph 1 this Agreement; and

WHEREAS, the parties desire that the subject property continue to be used, in part, for organized public baseball and softball athletic activities supervised by the Operator; and,

WHEREAS, the parties desire to place in writing the terms of their mutual agreement regarding the responsibilities of the parties with regard to the use of the described real and personal properties owned by 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. LEASED PROPERTY: The City hereby leases to the Operator for an annual payment of Ten ($10.00) Dollars due on or before January 31st of each year and the Operator hereby takes from the City the right to use, schedule, and operate, under the terms and conditions set forth herein, the hereinafter described tracts of real property located in the Fort Smith District of the County of Sebastian, State of Arkansas and known as "Kelley Park", to wit:

Tract 1

That part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 8 North, Range 32 West, lying west of the right-of-way of the Fort Smith Suburban Railroad (said railroad right-of-way owned by the City of Fort Smith and which right-of-way is not included within the leased premises).

Tract 2

The South 490 feet of the Northeast Quarter (NE ¼) of the Northwest Quarter lying west of an existing railroad right-of-way, Section 22, Township 8 North, Range 32 West of the Fifth Principal Meridian, Fort Smith, Sebastian County, Arkansas, less and except public rights-of-way.

2. TERM: This agreement shall have a term of approximately five (5) years commencing on the 1st day of October 1 2026, and continuing until September 30, 2031. By mutual agreement of the

parties expressed in writing, this Agreement may be extended for an additional five (5) consecutive one (1) year periods.

3. RIGHT OF USE: The Operator is hereby authorized to use all eight (8) fields at Kelley Park for practices, games, tournaments, clinics and other events related to the operation of baseball and/or softball programs for the youth in Fort Smith and surrounding communities.

    a. The Operator recognizes the importance to the City of making Kelley Park and its amenities available to the public at all times for rental when not scheduled for league or tournament play, activities, practices, or maintenance activities.

4. Obligations of the Operator.

    a. Generally. The Operator agrees to the following obligations or provisions related to Kelley Park:

        1) Manage and maintain the Kelley Park Ballfields Complex in order to accommodate and provide access to youth baseball and/or softball fields for league teams for games, tournaments, practices or related activities.

        2) Operate youth league programs and host youth tournaments for baseball and/or softball that are available to and for public participation and are inclusive to all in the community. The Operator shall allow participation in its recreational park activities on a non-discriminatory basis.

        3) The provisions of this section shall not prevent the Operator from establishing rules and organizing recreational activities according to the ages of the participants in the activities.

        4) Establish reasonable rules whereby non-league teams may schedule use of the Kelley Park fields or amenities (including artificial turfed fields and batting cages) for practices or games. Such rules may include, but are not limited to, scheduling with the Operator, adherence to field use/park rules, payment of a security deposit and/or rental fee, or other rules reasonable for appropriate use and protection of Kelley Park's assets.

        5) The City recognizes that sponsorships and donations are an important part of creating revenue for the operations, maintenance and overall improvement of Kelley Park. The Operator may solicit contributions, sponsorships or donations from any public or private person or entity to offset its operating costs or fund specific improvements.

            A. The Operator may recognize contributions through sponsorship or donor recognition signs, provided such signs must not be so great in number or size as to be obtrusive to the public's enjoyment of Kelley Park. Therefore, the Operator agrees that advertisement of sponsorships or commercial logos on signs in Kelley Park must be limited in both size and number. An overall design concept

must be approved in writing by the City Administrator, or designee, regarding the size, design, location number and scope of sponsorship/advertisement signs.

B. A centrally located sign displaying a list of individuals or business/commercial sponsors is permitted. Such sign may be free-standing or affixed to a structure, and the design and location must be approved in writing by the City Administrator, or designee.

C. Recognition of specific donors by placement of business advertisement logo signs on the outfield fences is permitted upon the approval in writing of size, design, and scope by the City Administrator, or designee. Such signs shall be limited to no more than six (6) per field and all must be uniform in size and materials used. Concepts for windscreens with single or up to four logos may also be considered for approval.

D. Specific large-scale donations may be recognized on scoreboards, structures or other areas of the park upon the approval in writing of the size, design, and scope by the City Administrator, or designee and any designation of facility names shall conform to the City's facility naming policy, if applicable.

E. Advertising or sponsorship agreements may be based on annual or multi-year agreements, but such advertising agreements shall not extend for a term longer than this Lease Agreement. Significant contributions or naming interests as noted in Section 4.a.5.D may extend beyond the term of this Lease Agreement only if the City is a signatory party to a written agreement stating the specific terms and conditions.

6) Tournaments shall be officially sanctioned. The term "officially sanctioned" as utilized herein refers to affiliation with any national or regional program that registers and regulates competitive youth sports activities. Some examples include United States Specialty Sports Association (USSSA), American Legion Baseball, Babe Ruth League Baseball, Little League Baseball, Pony Baseball, Amateur Athletic Union (AAU), USA Softball/ASA, Fastpitch America Softball Association (FASA), Premier Girls Fastpitch (PGF), or any other bona fide youth sports organization that offers access to rules of play, certification of officials, and insurance policies.

7) No steel or metal spikes/cleats may be used on any artificial turf surface at Kelley Park.

b. League Play.

1) The Operator shall provide the comprehensive planning, promotion, organization, administration and coordination of officially sanctioned youth baseball and/or softball leagues open to youth in Fort Smith and the surrounding communities.

2) The Operator shall attempt to reach as many youth participants as possible in

the community and agrees to consider partnership or coordination with any other youth leagues or organizations as appropriate so that all of the community's youth have the opportunity to use the Kelley Park Ballfield Complex.

3) The Operator shall publish and maintain a clear set of bylaws and rules of play that govern league organization and operations. Hard and/or electronic copies of such bylaws and rules shall be provided to the city's Director of Parks & Recreation to maintain for public access, and digital copies shall be posted online via digital media accessed via a specific website and/or social media.

4) Reasonable participation fees may be charged to league participants in order to pay the expenses of league operations. The Operator shall provide a scholarship program to accommodate low income families or participants so that all children have an opportunity to participate in the league(s) presented by the Operator.

5) It is appropriate for the Operator to build league overhead expenses into participation fees charged to league participants. Further, it is appropriate for such league overhead expenses (to include the operation of the scholarship program referenced in Section 4.b.4) of this agreement.

6) No gate/admission fees shall be charged during league play organized through the Operator.

c. Tournament Play. All tournament play at the Kelley Park complex shall be coordinated through the Operator. The Operator agrees to provide the comprehensive scheduling, planning, promotion, organization, administration, coordination and execution of its officially sanctioned youth baseball and/or softball tournaments open to any qualified local or travelling team. In addition to the general obligations and obligations outlined for League Play, the Operator recognizes the following:

1) Reasonable entry fees may be charged to each team entering the tournament in order to pay the expenses of tournament operations and field use.

2) Admission/gate fees may be charged for spectators attending such tournaments.

3) The Operator may, at its discretion, enlist the assistance of a tournament director for the organization and operation of sanctioned baseball or softball tournaments at Kelley Park, and may pay a reasonable fee for such services.

d. Instructional Clinics. The Operator may, on its own or in partnership with any other person or entity, organize and conduct instructional clinics for youth of all ages regarding baseball and softball skills at Kelley Park. Such clinics shall be promoted and available to all youth in the community, whether or not they participate in the leagues or tournaments conducted by the Operator, and reasonable effort shall be made to reduce or eliminate any barriers to participation, such as entry fees or cost.

e. Scheduling and Public Access. The Operator recognizes that Kelley Park is a public park,

and the public will have access to the facilities in the park when the park is not otherwise scheduled for use. However, the Operator may require that any use of any field be scheduled in advance. The Operator is responsible for publishing and maintaining a comprehensive and accurate schedule for each field in the complex.

1) The Operator shall provide a working telephone number and email address for citizens wishing to inquire about utilizing the fields.

2) The Operator shall maintain a schedule of all planned uses for each field, including practices, games, tournaments, and private party reservations.

3) The Operator shall publish a league schedule on the Operator's website. The Operator's business contact information, including telephone number and email address, must be clearly presented onsite at Kelley Park and via digital media so the general public may schedule use.

4) All individual fields on the leased property shall be available for appropriate use by the general public at all times not scheduled by the Operator for league or tournament activities. Any member of the public wishing to use facilities at Kelley Park shall first schedule their use with the Operator.

5) Appropriate uses involve baseball or softball games, team practices, skills clinics or family/group use for baseball, softball or similar activity. The Operator may deny permission to remain on the premises to any person or persons using the facilities inappropriately or in such a way as might cause damage to the facility. Any action to prohibit specific individuals, teams or members of the public from using the facility must be done in coordination with the City Administrator, or designee.

6) The Operator may control access to the entire park and any or all fields by locking the fields when not in use, especially any fields with artificial playing surfaces. The Operator may require a fully refundable deposit from non-league affiliated teams, entities or individuals seeking to schedule use of such fields.

7) Kelley Park is subject to the city's overall rules for availability for public use, including hours of operation. In addition, Operator may control access at all times when no activity/use is scheduled.

f. Maintenance. The Operator is responsible for all grounds maintenance at the Kelley Park Ballpark Complex, including both natural and artificial turf surfaces on all fields and maintenance of all public areas, including:

1) Field Maintenance. Such maintenance includes grooming and maintenance of artificial turf surfaces and fertilizing, weed control, watering, top-dressing, aerating, and overseeding of natural turf surfaces as may be required. Provide all game-day related field preparation, equipment and maintenance required to conduct safe athletic competition on each field.

2) Facility Maintenance. Responsible for the routine repair and maintenance of all fences, buildings, restrooms, batting cages, plumbing fixtures, parking areas, scoreboards, bleachers, spectator areas, scorer's boxes, public area lighting and other onsite amenities. Such required maintenance shall include the appropriate winterization of restrooms, concession stands, irrigation systems, or other such facilities.

3) Public Area Maintenance. The Operator is responsible for mowing, weed-eating, edging, painting and general appearance of a professional complex year-round. This includes regular trash removal and regular cleanliness checks of public restrooms and dugouts at the complex.

4) Tools, Equipment and Supplies. The Operator is responsible for providing all tools, equipment and supplies needed to accomplish the maintenance required in this section.

5) Protection of Assets. The Operator shall maintain the leased properties and the improvements located thereon so as to return same to the City at the end of the leased term in the same or better condition as exist as of the effective date, subject to wear and tear from ordinary use. Specifically, it shall be the obligation of the Operator to maintain the leased premises in conformance with all relevant codes and ordinances of the City, including applicable property maintenance and health codes. Joint inspection of the facilities will be made by the Operator's designee and City representatives at least annually during the term of this agreement. City staff may conduct cursory inspection of facilities at any time throughout the term, and the City will make every effort to notify Operator when such inspections will occur. The City may make emergency access if needed to protect the assets of the park.

g. Concessions.

1) The Operator shall have authority to operate concession stands for all league or tournament games.

2) Operator may make reasonable charges for foodstuffs sold in concession stands. The menu items and prices shall be clearly posted onsite at the facility.

3) The Operator may add equipment to concession stands at its discretion. The Operator may seek sponsorships for concession equipment. The City assumes no responsibility for equipment added by the Operator.

h. Financial Reporting. The City requires that the Operator conduct all activities at Kelley Park in an open and transparent manner. To that end, Operator agrees that:

1) The Operator shall make available upon request by the City Administrator, or designee, a complete set of financial statements for the preceding calendar year. The financial statements shall identify and certify:

A. Revenues and expenses related to the promotion, administration and operation of youth baseball and/or softball leagues or clinics during the preceding calendar year, including a summary of participation demographics such as the number of youth participants, number of league teams, and other relevant data.

B. Revenues and expenses related to the promotion, administration and operation of youth baseball and/or softball tournaments during the preceding calendar year, including a summary of the number of all tournaments scheduled, the number of teams participating, and the direct revenue generated from tournament entry fees and spectator/gate revenues.

C. A report of the Operator's direct expenses related to maintenance or improvements to the leased premises during the preceding calendar year; and

D. Revenues and expenses related to the operation of concession stands during league and tournament play during the preceding calendar year; and

E. A status report of capital projects or improvements accomplished or started within the preceding calendar year; and

F. Any other financial information relevant to the operation of the facility.

G. No more than a quarter of annual net income shall be rolled into a following year's operating budget, and net income in excess of that amount remaining at the conclusion of any calendar year shall be maintained for reinvestment in or improvements to the Kelley Park Ballfield Complex.

5. Obligations of the City.

    a. The City shall provide public utilities (water, sanitary sewer and electricity) for use of the park by the Operator and the general public.

    b. Insurance. The City shall maintain fire, storm and other casualty insurance on the improvements located on the leased premises in minimum amounts set forth in the schedule attached as Exhibit "A" to this Lease Agreement. Such insurance will cover the specified publicly owned facilities and structures on the property and may include publicly owned contents of such structures. All insurance proceeds shall be utilized to repair or replace damaged improvements, unless a different use for the proceeds is designated, in sole discretion of the City Administrator.

6. Additional Improvements.

    a. The City may initiate or advance public improvements to the facility. The City agrees to coordinate with the Operator in the planning and scheduling of any such improvement so that construction has minimal impact to the Operator's scheduled activities.

b. The Operator shall have the right to construct additional improvements or to remodel or rehabilitate the current improvements only after first obtaining the written approval of the City Administrator. Such construction activities shall conform to all applicable procurement policies, construction codes, building codes and development regulations and be conducted in such a manner as to minimize the impact of the public's use of the park.

c. All structures built upon the leased premises, and any fixtures or permanent improvements thereto, shall become a part of the leased premises and therefore the public property of the City of Fort Smith, regardless of how such improvements or structures were funded.

d. The City may provide assistance with significant maintenance or infrastructure repair items that affect the access, health or welfare of the general public using the park. The City's activity may be initiated by City staff or upon the request of the Operator. Any City participation in maintenance or repair activity requested by the Operator shall first be authorized by the City Administrator, or designee (or by the City's Board of Directors if such expense is in excess of the City Administrator's authority).

7. Personal Property. The Operator shall have the right to limit access to and control use of the personal property and equipment owned by the Operator and stored in the structures located on the leased property. The City of Fort Smith does not assume responsibility for personal property stored or kept in the buildings or structures on the property and will not insure such private property contents of buildings or structures on the property. All personal property and equipment of the Operator shall remain the personal property of the Operator and shall be removed from the leased property within seven (7) days of any termination of this Lease Agreement.

8. Indemnification. The Operator shall indemnify and hold the City, its officers, employees, and agents, harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, arising from the activities of the Operator under this Lease Agreement.

9. Insurance. The Operator shall at all times during the term of this Lease Agreement maintain in full force and effect a general liability insurance policy with aggregate coverage up to a minimum of Two Million ($2,000,000) dollars, with the City included as a named insured. Operator agrees to provide the City with a Certificate of Insurance as evidence that such a policy is in effect.

10. Park Rules. The leased property shall be subject to the park rules of the City of Fort Smith as codified in Article Ill of Chapter 18 of the Fort Smith Municipal Code. The City reserves the right to adopt and implement additional park rules and regulations at any time during the term of this Lease Agreement.

11. It is acknowledged by the Operator that all employees, agents, contractors and volunteers of the Operator are not employees or agents of the City.

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

    a. City of Fort Smith
       Office of City Administrator
       PO Box 1908
       Fort Smith, Arkansas 72902

    b. Fort Smith Youth Baseball & Softball, Inc.
       PO Box 11191
       Fort Smith, Arkansas 72917

13. Disputes. Either party to this Lease Agreement may provide written notice to the other at the addresses indicated herein that the party deems the other party to the Lease Agreement to be in violation or default of the Lease Agreement.

    a. The notice shall specify the nature of the alleged violation or default and the corresponding provision in this Lease Agreement. The other party shall respond in writing regarding the allegations of violation within seven (7) days. If the alleged violations have been cured, the response shall so note. If either party still contends that the issue is not resolved that party shall coordinate a meeting of the parties (at a location within the City of Fort Smith and within a reasonable amount of time and affording the other party reasonable time to prepare) at which representatives of the parties shall discuss the alleged violation.

    b. In the event the meeting of the parties pursuant to sub-paragraph a. above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that any party is in violation of this Lease Agreement, the other party shall have the right to terminate this Agreement on seven (7) days' notice.

    c. In the event the City determines that the Operator has caused or permitted any condition on the leased premises constitutes an immediate hazard to the public, the City shall have the right to take immediate action to correct said condition. In that situation, the City shall notify the representative of the Operator identified herein by telephone, email, text message, facsimile or other method designed to provide the most expedient notice to the Operator. If the Operator does not subsequently agree to pay the expense of such curative action, the City has the right under this Lease Agreement to petition a court of competent jurisdiction to declare the rights of the parties. If such judicial process declares with finality that the expense was the obligation of the Operator under this Lease Agreement, the Operator shall immediately pay the expense to the City. Any failure of the Operator to comply with the provisions of this section shall be a basis for the City to terminate this Lease Agreement on seven (7) days' notice.

14. 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.

THIS AGREEMENT EXECUTED as of the date first set forth above by the Mayor and the City Clerk of the City of Fort Smith pursuant to Resolution No. _____ of the Fort Smith Board of Directors and the President and Secretary of Fort Smith Youth Baseball & Softball, Inc. as a duly authorized representative.

CITY OF FORT SMITH, ARKANSAS

By:_____
Mayor

ATTEST:

By:_____
City Clerk

Fort Smith Youth Baseball & Softball, Inc.:

By:_____
President

ATTEST:

By:_____
Secretary

Exhibit A

Kelley Park Ballfields Schedule of Insured Assets

Unit	Name	Total Insured Value
89	KELLEY PARK-KELLEY FIELD STORAGE	$ 41,602.73
90	KELLEY PARK-KELLEY FIELD 2 STORY PRESS ROOM	$ 37,422.00
95	KELLEY PARK-HIGGINS FIELD (RENAME-SCOREBOARD)	$ 175,278.19
98	KELLEY PARK-SKOKOS FIELD	$ 227,013.03
99	KELLEY PARK-SKOKOLS FIELD LIGHTS 8	$ 82,724.45
100	KELLEY PARK-SKOKOS FIELD RESTROOM	$ 106,585.43
101	KELLEY PARK-SKOKOS FIELD PRESSBOX	$ 43,624.00
104	KELLEY PARK-FLOCK FIELD SCORER BOOTH	$ 21,949.00
107	KELLEY PARK-HERNREICH FIELD BLDB -CONCESSION STAND	$ 406,825.00
110	KELLEY PARK-HERNREICH SCORER BOOTH	$ 23,004.00
111	KELLEY PARK-BALLMAN MAIN CONCESSION	$ 195,137.00
112	KELLEY PARK-HERNREICH CONCESSION	$ 244,170.77
115	KELLEY PARK-OLD CONCESSION REYNOLDS	$ 451,750.00
120	KELLEY PARK-RETAINING WALL/OUTFIELD - FLOCK	$ 73,500.00
121	KELLEY PARK-RESTROOMS-REYNOLDS	$ 156,477.60
122	KELLEY PARK-BUILDING ITEMS & SITE	$ 70,665.21
103-I	KELLEY PARK - FLOCK FIELD - RESTROOM	$ 93,692.00
111-C	RESTROOM SHIRLEY GILBERT MEMORIAL - ADJACENT TO BALLMAN CONCESSION STAND	$ 138,107.00

MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Fort Smith Board of Directors

FROM: Darrell Clark, Fire Chief

DATE: November 20, 2026

SUBJECT: Purchase of Heavy Rescue Truck from SVI

SUMMARY

The Fort Smith Fire Department has been working for over a year on selecting a manufacturer and finalizing the specs for our department's next heavy rescue truck. Our department has purchased all of our apparatus from Pierce Manufacturing for over 20 years. I decided to look outside of Pierce Manufacturing to ensure we are getting the best apparatus. Heavy rescue apparatus are highly customized and built to each fire department's needs.

Pierce Manufacturing constantly pushed back on our requests for customization without us paying engineering fees. I had to make to-scale hand drawn layouts of certain compartments in order for them to understand what we wanted. One compartment they were unable to correctly design. We left that compartment empty and would have to hire a local fabricator build the correct storage solution if we ordered our truck from Pierce.

The initial quote from Pierce was $1,611,630.00. Their estimated delivery time is 49 months. As mentioned earlier, the Pierce truck would not be complete when delivered. The Pierce price is for a 10” raised cab.

Several FSFD personnel from Administration, Fleet Maintenance, and personnel assigned to Rescue 1 traveled to Fort Collins, CO to tour the SVI facilities. After seeing several rescue trucks at various stages of completion, we went over our specs with the VP of Sales and one of their engineers. SVI engineers never said “no” or questioned any of our customization requests.

The final quote for the SVI truck is $1,678,607.00 is for a completed truck with a higher 20" raised cab. The estimated delivery time is 700 days.

SVI only builds 40 to 50 heavy rescue trucks each year. Heavy rescue trucks are their specialty. Their focus is quality over quantity while providing industry-leading customization. They build each compartment in the truck to carry your equipment and show you how your equipment will be mounted in the compartments utilizing 3D graphics. Pierce Manufacturing is the largest fire truck manufacturer and is resistant to new ideas and high-level customization. Pierce wants to build us a semi-custom rescue truck, and we figure out where and how to mount equipment after we take delivery.

I used a committee to spec the new heavy rescue truck and look at different manufacturers. The committee is comprised of myself, the nine personnel assigned to Rescue 1, Fleet Maintenance Supervisor, and EVT. The decision to select SVI to build our next heavy rescue truck was unanimous.

We are using Sourcewell for this purchase. The purchase price of $1,678,607.00 will be funded from the apparatus sinking fund in our sales use tax budget program.

ATTACHMENTS

1. 3275_Rescue_1_Resolution.pdf
2. Final_Contract-Rescue_1.pdf

FISCAL IMPACT: *$1,678,607.00*
BUDGET INFORMATION: *Budgeted / Fire - 1/8% Sales and Use Tax*

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE PURCHASE OF FIRE APPARATUS

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

The bid, as indicated by enclosure for the purchase of one (1) fire apparatus for $1,678,607.00 from SVI Trucks, is accepted.

PASSED AND APPROVED THIS _____ DAY OF December 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
Sherri Gard, City Clerk

Approved as to form:

_____
City Attorney
No Publication Required

Prepared for Fort Smith Fire Department
Prepared by Joel Konecky
Novenber 19th, 2026

24’ Walk-Around Heavy Rescue Spartan Gladiator LLFD 20” RR

ROCK SOLID QUALITY

SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

November 19th, 2026

Fire Chief Darrell Clark
Fort Smith Fire Department
200 North 5th Street
Fort Smith, AR, 72901

Re: Proposal One (1) 24' Walk-Around Heavy Rescue

Fire Chief Clark

SVI Trucks would like to thank the Fort Smith Arkansas Fire Department for the opportunity to submit a proposal for a new 24' Walk-Around Heavy Rescue, As you may well know, SVI has been building emergency vehicles for more than 50 years.

I have updated the following specification based on our august 31st meeting as well as the inventory list of equipment provided. Major changes that affected the price from previously quoted in September.

If you have any questions regarding this proposal, please feel free to contact me at 402-443-9659

Sincerely,

SVI TRUCKS

Joel Konecky

Joel Konecky
VP of Sales

SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

Sourcewell Awarded Contract

PROPOSAL FOR MANUFACTURE AND SALE OF EMERGENCY VEHICLE

Date: November 19, 2026

SUPER VACUUM MANUFACTURING CO, INC. ("SVI"), a Colorado corporation in accordance with **Sourcewell Awarded Contract #082025-SVM** hereby propose and agree to manufacture and furnish to Buyer the following vehicle and equipment subject to Buyer's acceptance of this Proposal.

Sourcewell Model:	Heavy_Rescue_26_Walk_Thru
Sourcewell Model#	SW-15101
SVI QW Description:	10057-0007
Type:	Heavy Rescue
Body Length:	26'
Customer:	Fort Smith Fire Department
Dealer:	SVI Trucks
# of days Quote good for:	44
Quote Expiration Date:	December 31, 2026
Quoted Build Days:	700

MSRP:	$ 1,695,668.00
MSRP of Published Options:	$ 265,254.00
MSRP Unpublished Options:	$ 13,909.00
Sourcewell Discount 15%:	-$ 296,224.00
Apparatus Price:	$ 1,678,607.00
Taxes:	N/A
Delivery:	Included
Total:	**$ 1,678,607.00**

1. **Specifications**: The Equipment will be manufactured or modified in accordance with the SVI specifications, clarifications, and exceptions attached, and in compliance with current National Fire Protection Association (NFPA) 1900 Guidelines (together, the "Specifications"), which are hereby incorporated by reference. The Specifications shall be the exclusive description of the Equipment, and the Specifications will prevail in the event of any conflict over any other description of the Equipment.

2. **Warranty:** The Equipment is sold subject to the standard SVI Limited Warranty as set forth in the SVI Limited Warranty Statement. Any product warranty rights provided by the manufacturer(s) of the incorporated cab/chassis or other components will be assigned or otherwise transferred to Buyer to the extent possible. Buyer acknowledges and agrees that any defects or deviations from the Specifications that may be discovered after Delivery shall be subject to correction under the terms of the SVI Limited Warranty.
3. **Pricing**: The Proposal Price above is valid for **44** days from the date of this Proposal. The above Proposal Price does not include any state, federal or local taxes. Buyer will be solely responsible

for payment of any taxes arising from the purchase and sale of the vehicle (other than those measured by or assessed upon SVI's or Dealer's net income).

a. Any increased cost incurred by SVI beyond our control due to changes, additions, or Federal Mandates to DOT, FMVSS / CMVSS, EPA, NFPA standards or supplier surcharges will be passed along to Customer as an addition to the Purchase Price.

4. **Payment Terms**: Final payment for the Equipment is due and payable in full upon Delivery as described below. In the event of a failure to make payment in full upon Delivery, then a daily finance and storage fee as set forth in the SVI General Terms and Conditions of Sale will apply. Upon Delivery of the Equipment, all risk of loss shall pass to Buyer. Buyer agrees to provide adequate liability and physical damage insurance and to provide evidence of such coverage to SVI upon request. The Manufacturer's Statement of Origin (MSO) for the Equipment shall be provided to Buyer only upon receipt of payment of all amounts due SVI in connection with or arising out of the purchase and sale of the Equipment.

5. **Delivery:**

a. Delivery will be made Ex Works (Incoterms 2025) at the SVI manufacturing facility in Fort Collins, Colorado.

b. The estimated delivery time is **700 calendar days** after receipt and approval of contract or purchase order, properly executed. (cab/chassis must be received within ONE HUNDRED EIGHTY (180) days or delivery may be delayed), and subject to the *force majeure* provisions of SVI's General Terms and Conditions of Sale.

SUPER VACUUM MANUFACTURING CO, INC. shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, pandemics, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

This delivery estimate is based on the SVI receiving complete and accurate information and paperwork from the Buyer and that no changes take place during pre-construction, mid-inspection, or final inspections. Any changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required.

6. **Cancellation:** If the contract is terminated by Buyer at any time prior to Delivery, then Buyer agrees to pay SVI and Representative for the Products provided (if any) and the work completed as of the date of termination.

Sourcewell Awarded Contract

Seller:

SVI Trucks
3842 Redman Drive
Ft Collins, CO 80524

By (Printed): Joel Konecky

Signature: Joel Konecky

Title: VP of Sales

Date: 11/19/2026

Buyer:

Fort Smith Fire Department
200 North 5th Street
Fort Smith, AR 72901

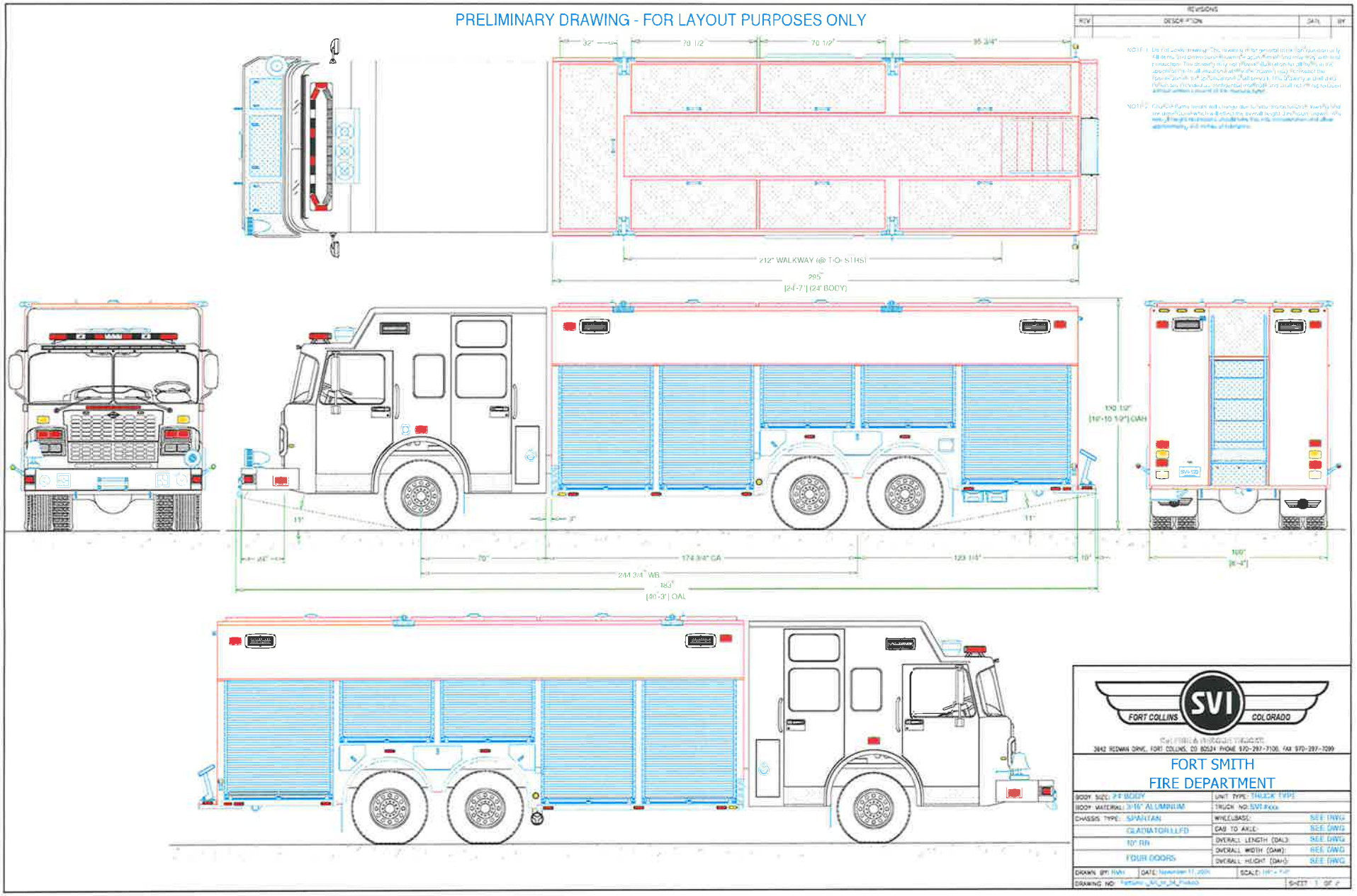
By: Printed: Darrell C. Clark

Signature: _____

Title: Fire Chief

Date: _____

PRELIMINARY DRAWING - FOR LAYOUT PURPOSES ONLY



REVISIONS

REV	DESCRIPTION	DATE	BY

NOTE 1: Do not scale drawing. This drawing is for general size and conceptual only. All items and dimensions shown are approximate and may vary with actual production. This drawing may not show all options or all features. It is possible that not all options shown will be installed on the truck. Refer to the specification for options installed. This drawing is shall not be reproduced, revised or distributed to unauthorized individuals and shall not be used without written consent of the manufacturer.

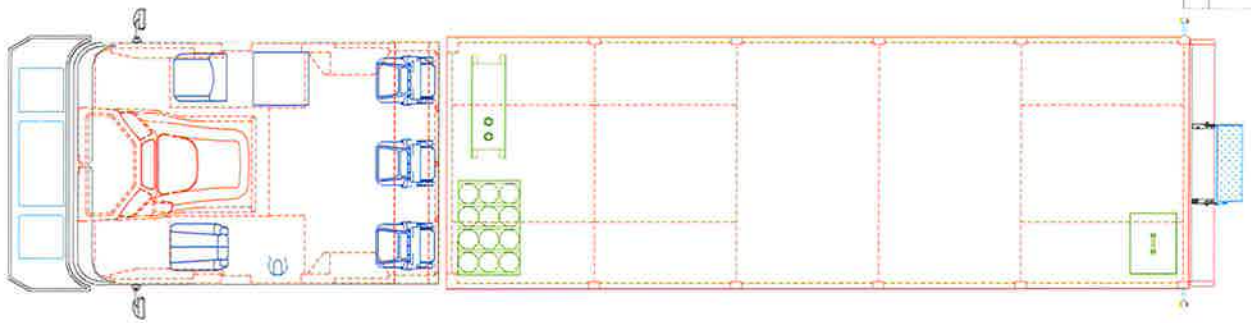
NOTE 2: Chassis dimensions will change due to manufacturer tolerances and are dependent on which wheelbase, overall length and front overhang are chosen. Please contact your SVI representative for exact dimensions.

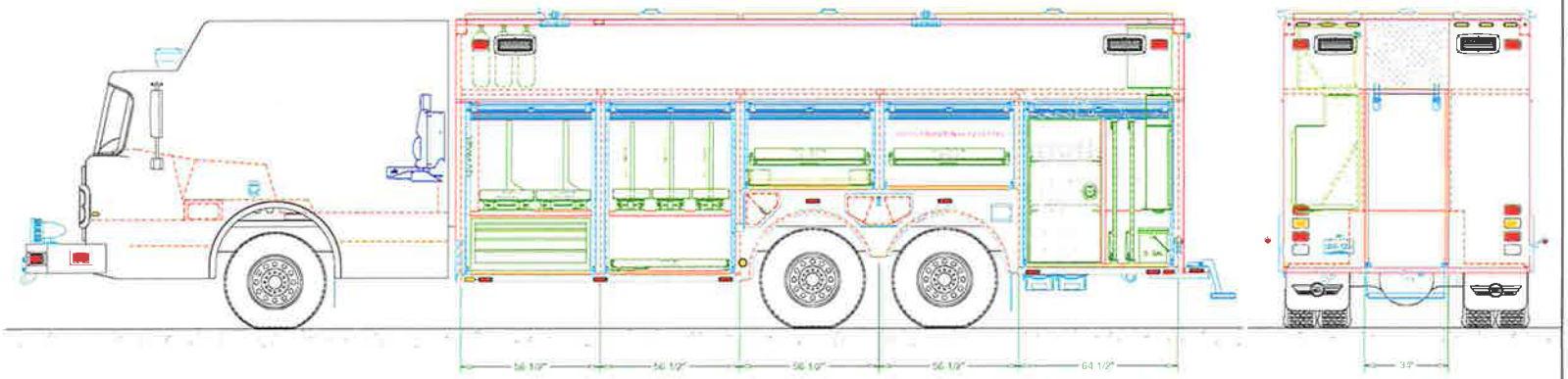
SVI
FORT COLLINS COLORADO
CHEMICAL & EMERGENCY PRODUCTS
3542 REDMAN DRIVE, FORT COLLINS, CO 80524 PHONE 970-297-7100, FAX 970-297-7099

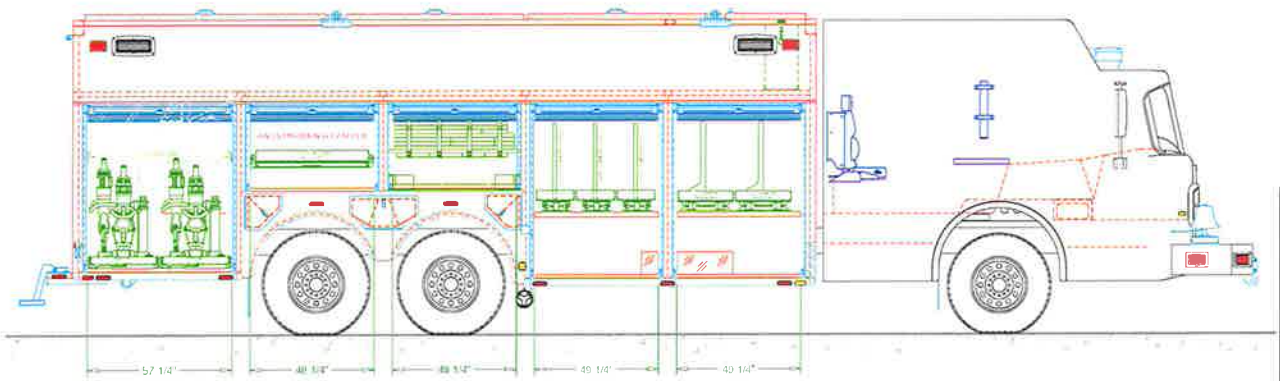
FORT SMITH
FIRE DEPARTMENT

BODY SIZE: 24' BODY	UNIT TYPE: TRUCK TYPE	
BODY MATERIAL: 3/16" ALUMINUM	TRUCK NO: SVI #XXX	
CHASSIS TYPE: SPARTAN	WHEELBASE:	SEE DWG
GLADIATOR LFD	CAB TO AXLE:	SEE DWG
10" RR	OVERALL LENGTH (OAL):	SEE DWG
FOUR DOORS	OVERALL WIDTH (OAW):	SEE DWG
	OVERALL HEIGHT (OAH):	SEE DWG
DRAWN BY: RVH	DATE: November 17, 2021	SCALE: 1/8" = 1'-0"
DRAWING NO: Fortsmith_QM_24_Product		SHEET 1 OF 2

PRELIMINARY DRAWING - FOR LAYOUT PURPOSES ONLY







FORT COLLINS SVI COLORADO

FORT SMITH
FIRE DEPARTMENT