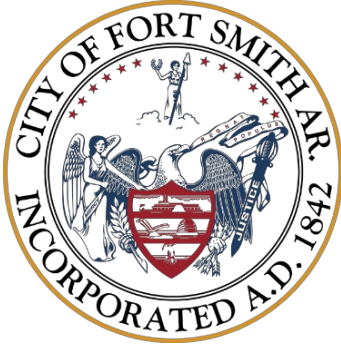




MAYOR

George B McGill

**ACTING CITY
ADMINISTRATOR**

Jeff Dingman

CITY CLERK

Sherri Gard

BOARD OF DIRECTORS

Ward 1 - Jarred Rego

Ward 2 - Andre' Good

Ward 3 - Lee Kemp

Ward 4 - George Catsavis

At-Large Position 5 - Christina Catsavis

At-Large Position 6 - Kevin Settle

At-Large Position 7 - Neal Martin

AGENDA

Fort Smith Board of Directors

REGULAR MEETING

November 18, 2025 ~ 6:00 p.m.

Blue Lion

101 North 2nd Street

Fort Smith, Arkansas

***THIS MEETING IS BEING TELECAST LIVE ON THE
CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214)
AND ONLINE AT THE FOLLOWING LINK:***

https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

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 4, 2025 REGULAR MEETING AND NOVEMBER 10,
2025 SPECIAL MEETING**

PRESENTATION

- Fallen Firefighter Memorial

ITEMS OF BUSINESS

1. Public hearing and ordinance certifying to the Sebastian County Tax Collector delinquent property cleanup liens (*City Clerk*)
2. Ordinance establishing requirements for Board study session review of major capital projects prior to consideration for approval and for other purposes ~ *C. Catsavis/Martin placed on agenda at the October 28, 2025 study session ~ (Board of Directors)*

3. Ordinance amending Chapter 13, Article III, Section 13-62 and Section 13-69 of the Fort Smith Municipal Code regarding business license fees (*City Administrator*)
4. Ordinance to amend Section 25-278 of the Fort Smith Municipal Code regarding charges for solid waste services (*Solid Waste Services*)
5. Items regarding the Fort Smith Alleyway Rehabilitation Project: (*Citizen Services*)
 - 5A. Resolution accepting bid of and authorizing the Mayor to execute a contract with Western Millwright Commercial Construction, Inc. for the Alleyway Rehabilitation Project (\$2,189,410.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) (*Citizen Services*)
 - 5B. Resolution authorizing the Mayor to execute a professional services agreement with McClelland Consulting Engineers, Inc. for construction administration services related to the Fort Smith Alleyway Rehabilitation Project (\$177,653.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) (*Citizen Services*)
6. Resolution authorizing the City Administrator to accept an offer made by the property owner for the acquisition of a sewer utility easement in connection with the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1 (\$11,500.00 / Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax) (*Engineering*) ♦ ●
7. Consent Agenda
 - 7A. Resolution approving and authorizing execution of a real estate contract between the City and Willow Street Properties, LLC for the sale of property located at 7700 Texas Road (*City Administrator*)
 - 7B. Resolution authorizing Amendment No.1 to the agreement with Baker Tilly Advisory Group, LP for risk assessment services for the Water and Sewer Department (\$10,000.00 and additional 3 weeks / Budgeted / Internal Audit - General Fund) (*Internal Audit*)
 - 7C. Resolution accepting the project as complete and authorizing final payment to Dale Crampton Company for roof repair of hail damaged City buildings (\$249,788.76 / Budgeted / Various Departments - Insurance Proceeds) (*Finance*)
 - 7D. Resolution authorizing the City Administrator to accept an offer made by the property owner for the acquisition of a permanent Water and Sewer Utility Easement in connection with the Highway 45 Utility Relocation, Project No. 19-12-C1 (\$3,324.00 / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (*Engineering*) ♦
 - 7E. Resolution authorizing the Mayor to execute Change Order No. 4 with Forsgren, Inc. for the Highway 255 18-inch Waterline Relocation, Project No. 23-06-C1 (-\$67,780.48 and add 45 days / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (*Engineering*) ♦

- 7F. Resolution accepting the project as complete and authorizing final payment to Forsgren, Inc. for the Highway 255 18-Inch Waterline Relocation, Project No. 23-06-C1 (\$21,348.59 / *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*) (*Engineering*) ♦
- 7G. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with NSC Containers LLC (*Solid Waste Services*)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments:

- Audit Advisory Committee (2)
- Building Board of Adjustment and Appeals (1)

ADJOURN



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Sherri Gard, City Clerk
DATE: November 13, 2025
SUBJECT: Certification of Delinquent Property Cleanup Liens

SUMMARY

The attached ordinance certifies to the Sebastian County Tax Collector a total of \$175,230.01 in delinquent property cleanup liens associated with those properties abated or structures demolished by the City of Fort Smith. The aforementioned amount includes a 10% penalty, which will be assessed upon certification to the County, and the highest amount certified per year since the City initialized the current certification process. The ordinance contains 326 delinquent liens, consisting of 152 properties owned by 143 property owners. Of the 143 property owners, 58 have been included in previous year(s) ordinances to certify delinquent liens to the Sebastian County Tax Collector.

The 2025 appeal process included all property cleanup liens that were ninety (90) days delinquent as of June 30, 2025. Since initiation of the appeal process on July 1, 2025, forty-eight (48) liens have been paid in full which resulted in property owners submitting reimbursement to the City of Fort Smith in the amount of \$19,443.58.

In 2024, the *proposed* ordinance included 204 delinquent liens totaling \$137,220.45 for certification to the Sebastian County Tax Collector. There were payments received on multiple liens after adoption of the ordinance at the November 19, 2024 regular meeting; therefore, 198 delinquent liens totaling \$135,817.37 were certified to the Sebastian County Tax Collector in 2024.

PROPERTY OWNERS APPEAL BOARD HEARINGS

Hearings before the Property Owners Appeal Board (POAB) were held on Thursday, September 4, 2025 and Wednesday, September 10, 2025 at the Blue Lion, 101 North 2nd Street, Room B. Notification of the hearings was by certified mail to the property owner(s) of record and publication in the River Valley Democrat Gazette. Two (2) property owners requested appeal consideration, i.e. Ms. Dora Lopez for the September 4 hearing, and Mr. Charles Tidwell for the September 10 hearing.

At the September 4 hearing, there was no individual present to appeal any delinquent cleanup lien; however, Ms. Dora Lopez, who originally requested to be placed on the September 4 appeal hearing agenda, arrived after adjournment whereby she conveyed her intent to attend the appeal hearing on September 10.

At the September 10 hearing, there was no individual present to appeal any delinquent cleanup lien.

The minutes of the September 4 and 10, 2025 appeal hearings are attached for your review.

NOVEMBER 18, 2025 BOARD OF DIRECTORS MEETING

As required by law, notice of the public hearing was provided to the property owners either by certified mail (letter dated October 3, 2025) or publication in the River Valley Democrat Gazette for four (4) consecutive weeks prior to the meeting. Notice of the public hearing was published on Sundays, October 26, November 2, November 9, and November 16, 2025.

As of this date, two (2) property owners have conveyed their intent to attend the subject public hearing before the Board of Directors. The two (2) property owners are Ms. Dora Lopez and Mr. Charles Tidwell, who originally requested appeal before the POAB, but were not in attendance at either of the POAB appeal hearings in September. Due to their RSVP before the Board of Directors, the information provided to the POAB in September is attached for your review. If Ms. Lopez and/or Mr. Tidwell are in attendance, staff recommends that the Board permit Director of Neighborhood Services Shawn Gard to formally present the information regarding the abatement actions. After presentation, the Board may either consider the appeal or refer the matter back to the POAB.

For individuals that attend the public hearing before the Board of Directors that did not RSVP or attend the POAB appeal hearings in September, staff typically requests that the Board simply remove the associated lien from the proposed ordinance and refer the appeal(s) to the POAB for consideration at its next regularly scheduled on-call meeting, which is set for 11:00 a.m., Monday, December 8, 2025. If the POAB determines the lien(s) should be adjusted or remain due in full, an additional ordinance certifying same to the Sebastian County Tax Collector will be presented to the Board for consideration at the December 16, 2025 regular meeting.

In the event a partial payment or payment in full is received for any lien on the attached ordinance, the motion for approval should include a provision to allow for adjustment or removal of said lien(s) from the ordinance prior to formal submission to the Sebastian County Tax Collector.

Upon approval of the ordinance, a copy will be forwarded to the Sebastian County Tax Collector and the liens will be placed on the tax records for the year 2025 (for collection in 2026).

For informational purposes, also attached is a spreadsheet identifying the monthly and year-to-date collections for delinquent property cleanup liens certified to the Sebastian County Tax Collector since 2007. The highest collection year on record is in 2024 whereby \$154,088.38 was received. Since 2007, the City has certified \$2,306,842.84 in delinquent liens to the Sebastian County Tax Collector and has received \$1,435,473.18 through November 2025, which results in 62.23% collection rate.

The report also provides the original lien amounts included on the annual ordinance presented to the Board for consideration and lien payments received prior to formal submission to the Sebastian County Tax Collector. As you can see, in 2024, the City received \$1,403.08 in payments from the time of ordinance presentation to formal submission of the 2024 ordinance to the Sebastian County Tax Collector.

Due to annual inquiry of addressing habitual offender property owners, Neighborhood Services Department has provided the attached memo that includes not only said information, but also updates regarding the department.

If you or members of the Board have any questions prior to the meeting, please let me know. Neighborhood Services staff will be present at the meeting to respond to any inquiry regarding delinquent cleanup liens and members of the POAB have also been encouraged to be in attendance.

ATTACHMENTS

1. [Ordinance_-_Property_Cleanup_2025.pdf](#)
2. [2025-09 Minutes - Appeal Hearings DRAFT.pdf](#)
3. [11-18-25 Item ID 2064 5300 Wilson Road - Lopez.pdf](#)
4. [11-18-25 Item ID 2064 1515 North 34 - Tidwell.pdf](#)
5. [11-18-25 ITEM 2064 Payment from County 2007 - Present.pdf](#)
6. [11-18-25 ITEM 2064 Neighborhood Services Memo 2025.pdf](#)

ORDINANCE NO. _____

**ORDINANCE CERTIFYING TO THE SEBASTIAN COUNTY TAX COLLECTOR
DELINQUENT PROPERTY CLEANUP LIENS**

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

SECTION 1: It is hereby determined by the Board of Directors that the hereinafter described properties and the amount of lien filed against each, shall be certified to the Sebastian County Tax Collector and placed on the tax books as delinquent taxes and collected accordingly. The amount of lien shown for each property shall be increased by ten percent (10%) as a penalty for collection. The amount, less three percent (3%) thereof, when so collected, shall be paid to the City by the Sebastian County Tax Collector, all in accordance with Section 16-11 of the Fort Smith Code of Ordinances:

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Adams, Branden J.	4914 South 32	\$403.15	\$443.47
ARCO Environmental Remediation, LLC	North 14 & North 18, corner of	\$333.77	\$367.15
ARCO Environmental Remediation, LLC	North 14 & North 18, corner of	\$323.37	\$355.71
ARCO Environmental Remediation, LLC	North 14 & North 18, corner of	\$314.68	\$346.15
Arkansas Development Finance Authority	805 Garrison Avenue	\$228.07	\$250.88
AR-NM-0304-039, LLC	3632 Kinkead Avenue	\$3,354.32	\$3,689.75
AR-NM-0304-039, LLC	3632 Kinkead Avenue	\$1,045.42	\$1,149.96
Arnold, Sherron	1906 North 8	\$326.26	\$358.89
AVS Properties	1417 Lyman	\$1,455.67	\$1,601.24
Baker, Wilma J.	6803 South 9	\$390.03	\$429.03
Bejar, Federico Enrique Ramos	5101 South 28	\$255.65	\$281.22
Bennett Properties C/T Dora M. Lopez	5300 Wilson	\$415.26	\$456.79
Black, Pathro "Pat"	1809 North 9	\$288.43	\$317.27
Black, Pathro "Pat"	1809 North 9	\$465.44	\$511.98
Black, Pathro "Pat"	1809 North 9	\$234.68	\$258.15
Bledsoe, Loren Wayne	1006 North 13	\$283.37	\$311.71
Bledsoe, Loren Wayne	1006 North 13	\$234.68	\$258.15
Busch, Karen	1801 Cavanaugh Road, Lot 41	\$286.09	\$314.70
Byers, David Ray & Janet Griffin	4117 South Gary	\$244.01	\$268.41
Cain, Walter & wife	3718 Allen Lane	\$490.37	\$539.41
Cain, Walter & wife	3718 Allen Lane	\$348.07	\$382.88
Cain, Walter & wife	3718 Allen Lane	\$254.68	\$280.15
Cain, Walter & wife	3718 Allen Lane	\$234.68	\$258.15
Cain, Walter & wife	3718 Allen Lane	\$254.68	\$280.15
Carter, Bobby Jack	4420 South 25	\$267.61	\$294.37
Castaneda, Carlos & Maria	1023 South 17	\$311.77	\$342.95
Castaneda, Carlos & Maria	1023 South 17	\$372.06	\$409.27
Castaneda, Carlos & Maria	1023 South 17	\$314.68	\$346.15
Castillo, Juan Anthony	912 North D	\$325.67	\$358.24

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Chance, Robert Earl	1448 North Greenwood	\$362.69	\$398.96
Chance, Robert Earl	1448 North Greenwood	\$214.68	\$236.15
Chance, Robert Earl	1448 North Greenwood	\$214.68	\$236.15
Chance, Robert Earl	1448 North Greenwood	\$816.54	\$898.19
Chance, Robert Earl	1448 North Greenwood	\$214.68	\$236.15
Cheap Lands, Inc.	2034 North 14, 2nd lot south of	\$264.94	\$291.43
Cheap Lands, Inc.	2034 North 14, 2nd lot south of	\$214.68	\$236.15
Cheap Lands, Inc.	2034 North 14, 2nd lot south of	\$214.68	\$236.15
Cheap Lands, Inc.	2034 North 14, 2nd lot south of	\$214.68	\$236.15
Chenault, Gary & Tiffany	2808 Ionia	\$332.70	\$365.97
Chenault, Gary & Tiffany	2808 Ionia	\$314.68	\$346.15
Chenault, Gary & Tiffany	2808 Ionia	\$274.68	\$302.15
Chronister, Michael T. & Marcell	723 Martin Drive	\$1,564.01	\$1,720.41
Church of the Living God	1729 North 13	\$211.57	\$232.73
Cobb Brothers	1009 North 41	\$211.57	\$232.73
Cobb Brothers	1009 North 41	\$231.57	\$254.73
Cobb Brothers	1009 North 41	\$211.57	\$232.73
Cobb Brothers	1009 North 41	\$191.57	\$210.73
Cobb Brothers	1009 North 41	\$531.46	\$584.61
Cobb Brothers	1009 North 41	\$211.57	\$232.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$211.57	\$232.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$211.57	\$232.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$231.57	\$254.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$211.57	\$232.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$211.57	\$232.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$236.38	\$260.02
Cobb Family Limited Partnership	4021 Grand Avenue	\$211.57	\$232.73
Cobb Family Limited Partnership	4021 Grand Avenue	\$231.57	\$254.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$430.76	\$473.84
Cobb Family Limited Partnership	5521 Kelley Highway	\$311.57	\$342.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$311.57	\$342.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$367.42	\$404.16
Cobb Family Limited Partnership	5521 Kelley Highway	\$291.57	\$320.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$291.57	\$320.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$291.57	\$320.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$291.57	\$320.73
Cobb Family Limited Partnership	5521 Kelley Highway	\$1,304.37	\$1,434.81
Cobb, B E	3030 South Zero	\$283.37	\$311.71
Cobb, B E	3030 South Zero	\$254.68	\$280.15
Cobb, B E	3030 South Zero	\$254.68	\$280.15
Cobb, B.E.	3030 South Zero	\$291.67	\$320.84
Cogar, John Marshall III & Lori	4617 North N	\$224.37	\$246.81
Collective Capital Partners, LLC	1625 South S	\$255.83	\$281.41
Collective Capital Partners, LLC	1801 Cavanaugh Road, Lot 12	\$441.96	\$486.16
Collective Capital Partners, LLC	821 South 21	\$266.09	\$292.70
Cope,John	3121 Emrich	\$245.67	\$270.24
Cope,John	3121 Emrich	\$231.57	\$254.73
Cope,John	3121 Emrich	\$753.37	\$828.71

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Crowell, David & Joe Devin Crowell	2301 South R	\$324.01	\$356.41
CTAP2, LLC	7700 Jenny Lind Road	\$387.27	\$426.00
Culpepper, Clifton J	3709 Park Avenue	\$356.96	\$392.66
Del Rio, Leonel	2144 North 13	\$231.63	\$254.79
Dill, Larry Hugh	3717 Wirsing Avenue	\$1,055.67	\$1,161.24
Dill, Larry Hugh	3717 Wirsing Avenue	\$607.78	\$668.56
Divine Chick Gana	1625 North 8, lot across from	\$203.37	\$223.71
Dumas, Isaiah S.	1108 North 9	\$248.66	\$273.53
Dumas, Isaiah S.	1108 North 9	\$244.37	\$268.81
Dunn, Tim & Trixie	1301 North 39	\$353.72	\$389.09
Dupont, Andrea	1911 North Albert Pike	\$265.35	\$291.89
Dupont, Andrea	1911 North Albert Pike	\$214.68	\$236.15
Dupont, Andrea	1911 North Albert Pike	\$214.68	\$236.15
Dupont, Andrea	1911 North Albert Pike	\$793.88	\$873.27
Elder Joint Rev. Trust, David P. & Melissa A.	1211 South E	\$310.97	\$342.07
Elder Joint Rev. Trust, David P. & Melissa A.	719 South 21	\$289.09	\$318.00
Elder Joint Rev. Trust, David P. & Melissa A.	719 South 21	\$231.57	\$254.73
Fears, Anthony D. Sr.	5118 South 30	\$505.85	\$556.44
Flores, Herbert L	8128 Cypress	\$292.06	\$321.27
Flores, Herbert L	8128 Cypress	\$254.68	\$280.15
Flores, Herbert L	8128 Cypress	\$254.68	\$280.15
Flores, Herbert L.	8128 Cypress	\$297.77	\$327.55
Fort Smith Cemeteries, Inc.	5001 Midland - Forest Park Cemetery	\$3,876.37	\$4,264.01
Fort Smith Cemeteries, Inc.	5001 Midland - Forest Park Cemetery	\$3,867.68	\$4,254.45
Fort Smith Cemeteries, Inc.	5001 Midland - Forest Park Cemetery	\$3,867.68	\$4,254.45
Fort Smith Cemeteries, Inc.	5403 North O - Holy Cross Cemetery	\$3,876.37	\$4,264.01
Fort Smith Cemeteries, Inc.	5403 North O - Holy Cross Cemetery	\$3,867.38	\$4,254.12
Fort Smith Cemeteries, Inc.	5403 North O - Holy Cross Cemetery	\$3,867.68	\$4,254.45
Fort Smith Cemeteries, Inc.	5403 North O - Rose Lawn Cemetery	\$3,876.37	\$4,264.01
Fort Smith Cemeteries, Inc.	5403 North O - Rose Lawn Cemetery	\$3,867.68	\$4,254.45
Fort Smith Cemeteries, Inc.	5403 North O - Rose Lawn Cemetery	\$3,867.68	\$4,254.45
Gant, David M.	4701 Arlington Avenue	\$1,654.37	\$1,819.81
Gaspar, Hilario & Florentine Gaspar	1208 North 37	\$289.02	\$317.92
Gilkey, Charles	1717 North 8	\$251.57	\$276.73
Gilkey, Charles	1717 North 8	\$243.37	\$267.71
Gilkey, Charles	1717 North 8	\$234.68	\$258.15
Glass, William H. & Dorothy M.	3624 North 48	\$308.23	\$339.05
Glass, William H. & Dorothy M.	3624 North 48	\$214.68	\$236.15
Glass, William H. & Dorothy M.	3624 North 48	\$234.68	\$258.15
Hake, David S	1703 Lexington Avenue	\$1,407.67	\$1,548.44
Hancox, Steven Earl & Everest Douglas	4716 South 31	\$224.37	\$246.81
Harbold, James	7905 Colony Lane	\$267.67	\$294.44
Hardesty, A	1710 North J	\$285.67	\$314.24
Hardesty, A	1710 North J	\$231.57	\$254.73
Harris, Kendall	1309 North 48	\$375.31	\$412.84
Harris, Kendall	1309 North 48	\$739.01	\$812.91
Harris, Kendall	7812 Joseph	\$291.57	\$320.73
Harris, Terry J. & Esaw E. Lavette Jones	3305 North S	\$1,604.37	\$1,764.81

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Harwood, Jerry & Carol	4700 North 29, lot south of	\$503.51	\$553.86
Hauser, Sarah L.	618 South 22	\$631.30	\$694.43
Hauser, Sarah L.	618 South 22	\$374.40	\$411.84
Hayes, Brian Patrick	2012 South Q	\$465.56	\$512.12
Hayman, Roy Leland	2914 North K	\$283.67	\$312.04
Hayman, Roy Leland	2914 North K	\$263.37	\$289.71
Hayman, Roy Leland	2914 North K	\$234.68	\$258.15
Hayman, Roy Leland	2914 North K	\$214.68	\$236.15
Hayman, Roy Leland	2914 North K	\$214.68	\$236.15
Hemminger, Richie & Linda L.	2323 Birnie Avenue, lot west of	\$207.35	\$228.09
Henriques, Danis & Gloria	3603 North 48	\$272.06	\$299.27
Hernandez, Alex	1722 South Q	\$223.37	\$245.71
Hines, Brenda Sue	1616 North 52	\$1,005.67	\$1,106.24
Holland, Stanley R. & Leitha D.	2312 Birnie Avenue	\$1,229.37	\$1,352.31
Horne, Sam Lionel	323 North 5	\$918.95	\$1,010.85
Jennings, Tres & Aprille	9900 Andover Place	\$299.87	\$329.86
JMZ Holdings, LLC	1812 Boston	\$253.67	\$279.04
Johnson, Anna Ruth	1011 North 18	\$263.37	\$289.71
Johnson, Anna Ruth	1011 North 18	\$214.68	\$236.15
Johnson, Anna Ruth	1011 North 18	\$234.68	\$258.15
Johnson, Anna Ruth	1011 North 18	\$214.68	\$236.15
Johnson, Charles R. & Kathy D.	3117 Spradling Avenue	\$293.77	\$323.15
Johnson, Charles R. & Kathy D.	3117 Spradling Avenue	\$272.06	\$299.27
Johnson, Charles R. & Kathy D.	3117 Spradling Avenue	\$234.68	\$258.15
Johnson, Denton	1315 South 10	\$304.32	\$334.75
Johnson, Denton	1317 South 10	\$283.37	\$311.71
K Davis Properties, LLC	4901 South 32	\$256.71	\$282.38
KAMAL-U Properties	1809 North 14	\$231.57	\$254.73
KAMAL-U Properties	1809 North 14	\$244.32	\$268.75
KAMAL-U Properties	3008 Russell	\$539.92	\$593.91
KAMAL-U Properties	3008 Russell	\$291.57	\$320.73
KAMAL-U Properties	3008 Russell	\$271.57	\$298.73
KAMAL-U Properties	3008 Russell	\$231.57	\$254.73
KAMAL-U Properties	3008 Russell	\$271.57	\$298.73
KAMAL-U Properties	3008 Russell	\$251.57	\$276.73
Kinship Health Holdings of Arkansas, LLC	1000 South 21	\$444.01	\$488.41
Kinship Health Holdings of Arkansas, LLC	908 South 21	\$342.93	\$377.22
KPROTH, LLC	1300-1306 Country Club / 2801 South 12	\$269.71	\$296.68
L2 Lodgings, LLC	521-523 North 21	\$248.37	\$273.21
Leaks, Antione & Diontae West	1500 South 12	\$257.40	\$283.14
Mai, Thi Ngoc Nguyen	2807 North 6	\$2,054.37	\$2,259.81
Manjarrez, Rigoberto & Angelica	8608 Southridge Drive	\$290.10	\$319.11
Manjarrez, Rigoberto & Angelica	8608 Southridge Drive	\$243.37	\$267.71
Marsalis, Frances A.	1220 North 47	\$511.21	\$562.33
Martin, Emmett C., Tanya Martin & Neal Martin, et al	2708 South 97 Circle	\$314.65	\$346.12
Mian, Barbar S.	1514 North 38	\$199.53	\$219.48
Milly Holdings Company	1405 North 21	\$245.63	\$270.19

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Milly Holdings Company	1405 North 21	\$243.37	\$267.71
Milly Holdings Company	1405 North 21	\$4,917.22	\$5,408.94
Milly Holdings Company	1405 North 21	\$299.85	\$329.84
Milly Holdings Company	3101 Russell	\$245.67	\$270.24
Milly Holdings Company	3101 Russell	\$211.57	\$232.73
Milly Holdings Company	3101 Russell	\$367.42	\$404.16
Moncaleano Rodriguez, Maria Soledad	1000 North 11	\$591.71	\$650.88
Moncaleano Rodriguez, Maria Soledad	1000 North 11	\$223.37	\$245.71
Morales, Herbert	3712 Spradling Avenue	\$246.27	\$270.90
Morales, Herbert	3712 Spradling Avenue	\$243.37	\$267.71
Morgan, Sallee Jo	4527 North 30	\$263.37	\$289.71
Morgan, Sallee Jo	4527 North 30	\$234.68	\$258.15
Morgan, Sallee Jo	4527 North 30	\$234.68	\$258.15
MRW, Inc.	1422 North 12, lot south of	\$284.37	\$312.81
Neal, John H. & Frances	8607 Moody Road	\$255.33	\$280.86
Neal, John H. & Frances	8607 Moody Road	\$312.06	\$343.27
Neon Three, LLC	1903 Wirsing Avenue	\$238.35	\$262.19
Nguyen, Tuan Dinh	407 North 17	\$349.40	\$384.34
Nguyen, Tuan Dinh	407 North 17	\$1,354.37	\$1,489.81
Nichols, Isabella & Connie & Wyman Jones	3008 North L	\$223.37	\$245.71
Nichols, Isabella & Connie & Wyman Jones	3008 North L	\$214.68	\$236.15
Nichols, Isabella & Connie & Wyman Jones	3008 North L	\$214.68	\$236.15
Nichols, Isabella & Connie & Wyman Jones	3008 North L	\$214.68	\$236.15
Novelledge Properties, LLC	5111 North O	\$325.67	\$358.24
Novelledge Properties, LLC	5111 North O	\$364.32	\$400.75
Novelledge Properties, LLC	5111 North O	\$2,154.32	\$2,369.75
O'Hern, Cathy S.	1436 North 50	\$1,264.41	\$1,390.85
Omo, Kevin S.	1901 South Vicksburg	\$233.96	\$257.36
Ouzts, Tonia S.	921 Cedar Lane	\$415.99	\$457.59
Ouzts, Tonia S.	921 Cedar Lane	\$318.37	\$350.21
Ozark US Properties	4710 Mussett Road	\$225.67	\$248.24
Ozark US Properties	4710 Mussett Road	\$214.68	\$236.15
Ozark US Properties	4710 Mussett Road	\$288.89	\$317.78
Pierce, Bruce P.	104 Cindy Circle	\$294.58	\$324.04
Pierce, Bruce P.	104 Cindy Circle	\$1,244.68	\$1,369.15
Pierce, Bruce P.	104 Cindy Circle	\$282.56	\$310.82
Pointer Bridge, Inc.	3200 North 26	\$1,755.75	\$1,931.33
Poseidon Holdings, LLC	906 Cavanaugh Road	\$295.22	\$324.74
Professional Housing & Land, LLC	3400 North Johnson	\$211.57	\$232.73
Professional Housing & Land, LLC	3400 North Johnson	\$243.37	\$267.71
Professional Housing & Land, LLC	3400 North Johnson	\$214.68	\$236.15
Professional Housing & Land, LLC	3400 North Johnson	\$214.68	\$236.15
Professional Housing & Land, LLC	3400 North Johnson	\$234.68	\$258.15
Professional Housing & Land, LLC	3400 North Johnson	\$246.68	\$271.35
Professional Housing & Land, LLC	400 North M, lot behind	\$266.87	\$293.56
Professional Housing & Land, LLC	400 North M, lot behind	\$251.57	\$276.73
Professional Housing & Land, LLC	400 North M, lot behind	\$271.57	\$298.73
Professional Housing & Land, LLC	400 North M, lot behind	\$283.37	\$311.71

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Professional Housing & Land, LLC	400 North M, lot behind	\$234.68	\$258.15
Professional Housing & Land, LLC	400 North M, lot behind	\$249.02	\$273.92
Professional Housing & Land, LLC	400 North M, lot behind	\$234.68	\$258.15
Professional Housing & Land, LLC	400 North M, lot behind	\$214.68	\$236.15
Ramirez, Maria Dolores Navarrete	1222 North 5	\$229.54	\$252.49
Ramirez, Maria Dolores Navarrete	1222 North 5	\$93.37	\$102.71
Ramirez, Maria Dolores Navarrete	1222 North 5	\$84.68	\$93.15
Ramirez, Maria Dolores Navarrete	1222 North 5	\$84.73	\$93.20
Ray, Perry Dewayne	315 South 14	\$333.96	\$367.36
RCP 5900 Ft. Smith, LLC	3825 Jenny Lind Road	\$439.77	\$483.75
Redding, Barbara A.	3306 South 66	\$252.06	\$277.27
Redding, Barbara A.	3306 South 66	\$254.68	\$280.15
Regalado, Ramon L. & Antonia	1404 North 19	\$285.67	\$314.24
Rhumb Line Properties, LLC	4501 Kinkead Avenue	\$259.03	\$284.93
Rico, Marlene E. & Alan Viovanni Gallegos	1301 South 10	\$323.37	\$355.71
Rico, Marlene E. & Alan Viovanni Gallegos	1301 South 10	\$234.68	\$258.15
Rivera-Chavez, Jesus Daniel	2600 South 16, lot south of	\$329.76	\$362.74
Rivera-Chavez, Jesus Daniel	2612 South 16	\$409.76	\$450.74
Royal Ridge Construction, LLC	3020 North 50, lot south of	\$263.37	\$289.71
Royal Ridge Construction, LLC	3020 North 50, lot south of	\$254.68	\$280.15
Royal Ridge Construction, LLC	3020 North 50, lot south of	\$234.68	\$258.15
Salazar, Salvador	3409 Santa Fe	\$244.32	\$268.75
Sanabria, Raul Enriq & Carolina	3024 North L	\$612.46	\$673.71
Sanchez, Atenedoro B.	1805 North 12	\$93.37	\$102.71
Sanchez, Atenedoro B.	1805 North 12	\$184.68	\$203.15
Sanchez, Atenedoro B.	1805 North 12	\$234.68	\$258.15
Sandoval, Jocelyn	2223 North F	\$243.37	\$267.71
Santiago, Francisco	4105 North O	\$1,074.32	\$1,181.75
Santiago, Francisco	4105 North O	\$429.02	\$471.92
Santiago, Lydia Esther	1004 North 33	\$248.71	\$273.58
Sarvis, Arthur & Mary A.	1456 North 39	\$488.37	\$537.21
Sarvis, Arthur & Mary A.	1456 North 39	\$227.71	\$250.48
Sarvis, Arthur & Mary A.	1456 North 39	\$214.68	\$236.15
Sarvis, Arthur & Mary A.	1456 North 39	\$194.68	\$214.15
Sarvis, Arthur & Mary A.	1456 North 39	\$249.02	\$273.92
Sarvis, Arthur & Mary A.	1456 North 39	\$234.68	\$258.15
Sayavong, Khamphone & Khamia & Save	5517 Speaker	\$505.67	\$556.24
Schwartz, Zachery	1811 South T	\$541.89	\$596.08
Schwartz, Zachery	1811 South T	\$1,004.37	\$1,104.81
Seivom Group, LLC	1834 North 13	\$206.20	\$226.82
Smith, Alicia D. & Sarah M. Tinsley	920 North 10	\$344.01	\$378.41
Smith, Alicia D. & Sarah M. Tinsley	920 North 10	\$254.68	\$280.15
Smith, Alicia D. & Sarah M. Tinsley	920 North 10	\$234.68	\$258.15
Somoz Home Solutions, LLC	7901 Joseph	\$536.87	\$590.56
Somoz Home Solutions, LLC	7901 Joseph	\$234.68	\$258.15
Sosa, Victor Anaya	6400 Highway 271 South	\$329.67	\$362.64
Standridge, Scott & Dusti	609 South 21	\$254.70	\$280.17
Stewart, Phillip A. & Janice	3222 Blair Avenue	\$231.57	\$254.73

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Stewart, Phillip A. & Janice	3222 Blair Avenue	\$223.37	\$245.71
Stewart, Phillip A. & Janice	3222 Blair Avenue	\$214.68	\$236.15
Stewart, Phillip A. & Janice	3222 Blair Avenue	\$234.68	\$258.15
Stewart, Phillip A. & Janice	3222 Blair Avenue	\$194.68	\$214.15
Stewart, Phillip A. & Janice	3222 Blair Avenue	\$214.68	\$236.15
Styron, William W.	1517 North 34, lot north of	\$309.02	\$339.92
Sullivan, Steve & Shelly Nash	1115 North 33	\$243.37	\$267.71
Sullivan, Steve & Shelly Nash	1115 North 33	\$214.68	\$236.15
Sullivan, Steve & Shelly Nash	1115 North 33	\$234.68	\$258.15
Sulwer, Savannah	2125 North 14, 4th lot north of	\$223.37	\$245.71
Sulwer, Savannah	2125 North 14, 4th lot north of	\$214.68	\$236.15
Sulwer, Savannah	2125 North 14, 4th lot north of	\$214.68	\$236.15
Surburban Railroad Company	North 6 & North P, lot east of	\$364.32	\$400.75
The Link Real Estate	622 South 18	\$245.67	\$270.24
The Link Real Estate	622 South 18	\$303.37	\$333.71
The Link Real Estate	622 South 18	\$274.68	\$302.15
Tidwell, Reba & C W	1515 North 34	\$2,054.62	\$2,260.08
Tinajero, Zamudio & Diana P.	3210 Blair Avenue, 2nd lot south of	\$224.37	\$246.81
Tran, Hoa	North 50 & Windsor, 2nd lot north of corner	\$304.32	\$334.75
Tyler, David & Delli	North 8 & North P, 2nd lot from SE corner	\$254.04	\$279.44
Tyler, David & Delli	North 8 & North P, 2nd lot from SE corner	\$194.68	\$214.15
Vearrier, Lavonne	419 North 20	\$517.21	\$568.93
Vearrier, Lavonne	419 North 20	\$274.68	\$302.15
Vo, Dung Quoc & Linh Luong	8012 Colony Lane	\$263.37	\$289.71
Wade, Bruce & Esther	711 North N	\$244.32	\$268.75
Waldron Properties Living Trust	1909-1913 Fresno, lot west of	\$224.37	\$246.81
Wells, Jim Bill & Mary	6701 South S	\$423.99	\$466.39
Willard, Jeanie Jeanette	3417 Carrizo	\$293.77	\$323.15
Willard, Jeanie Jeanette	3417 Carrizo	\$231.57	\$254.73
Willard, Jeanie Jeanette	3417 Carrizo	\$243.37	\$267.71
Willard, Jeanie Jeanette	3417 Carrizo	\$234.68	\$258.15
Willard, Jeanie Jeanette	3417 Carrizo	\$234.68	\$258.15
Willard, Jeanie Jeanette	3417 Carrizo	\$234.68	\$258.15
Willson, Nicholas D.	1103 North 13	\$252.70	\$277.97
Willson, Nicholas D.	1103 North 13	\$296.05	\$325.66
Willson, Nicholas D.	1103 North 13	\$194.68	\$214.15
Willson, Nicholas D.	1103 North 13	\$214.68	\$236.15
Willson, Nicholas D.	1103 North 13	\$234.68	\$258.15
Willson, Nicholas D.	1103 North 13	\$673.22	\$740.54
Withrow, Franklin G. & Vickie D.	3808 Victory Circle	\$817.17	\$898.89
WPT Investments, LLC	2509 North 21	\$265.67	\$292.24
WPT Investments, LLC	2509 North 21	\$234.68	\$258.15
WPT Investments, LLC	2509 North 21	\$214.68	\$236.15
WPT Investments, LLC	2509 North 21	\$214.68	\$236.15
Wright, Charles	3301 Neis	\$342.93	\$377.22
Wright, Charles	3301 Neis	\$234.68	\$258.15
Wright, Charles	3301 Neis	\$1,353.37	\$1,488.71
Wright, Charles	3301 Neis	\$234.68	\$258.15

CURRENT OWNER	PROPERTY CLEANED	LIEN DUE	LIEN +10%
Wright, Charles	3301 Neis	\$214.68	\$236.15
Wright, William R. Jr.	3124 Spradling Avenue	\$265.67	\$292.24
Wright, William R. Jr.	3124 Spradling Avenue	\$293.37	\$322.71
Wright, William R. Jr.	3124 Spradling Avenue	\$214.68	\$236.15
Wright, William R. Jr.	3124 Spradling Avenue	\$234.68	\$258.15
Wright, William R. Jr.	4418 Howell Avenue	\$264.55	\$291.01
Wright, William R. Jr.	4418 Howell Avenue	\$294.68	\$324.15
Yarbrough Family Trust	5323 Cherry	\$1,729.62	\$1,902.58
Yates, Harold W. & Bonnie F.	4712 South 31	\$578.42	\$636.26
Yates, Harold W. & Bonnie F.	4712 South 31	\$214.68	\$236.15
		<u>\$159,300.01</u>	<u>\$175,230.01</u>

SECTION 2: The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

PASSED AND APPROVED this 18th day of November, 2025.

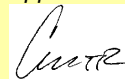
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



Publish one time

MINUTES OF PROPERTY OWNERS APPEAL BOARD APPEAL HEARINGS

SEPTEMBER 4 AND 10, 2025 ~ 6:00 P.M.

BLUE LION, 101 NORTH 2ND STREET, ROOM B

The hearings were held to allow property owners an opportunity to be heard and who feel they have been wrongly charged for City of Fort Smith abatement costs associated with delinquent property cleanup liens. Notice of the hearings was published in the River Valley Democrat Gazette on Sunday, July 27, 2025. Certified letters dated July 29, 2025 were also mailed to each property owner of record. The Notice and certified letters advised each property owner of their opportunity to appeal to the Property Owners Appeal Board (POAB) as aforementioned, and provided the dates, time, and location of the subject appeal hearings.

WEDNESDAY, SEPTEMBER 4, 2025

The hearing was called to order at approximately 6:05 p.m. by Chairperson Justin Sparrow, presiding. The following remaining members of the Property Owners Appeal Board (POAB) were also present: Megan Raynor, Karen Lewis, and Pete Hanham. Chairperson Sparrow declared a quorum present.

Note ¹: There is one (1) vacancy on the POAB; therefore, all members were present.

Note ²: Delay in the call to order was to allow additional time for arrival of the appellant of Item No. 1 on the agenda as no individual was present at 6:00 p.m.

City of Fort Smith staff present were City Clerk Sherri Gard; Director of Neighborhood Services Shawn Gard; Neighborhood Services Inspectors Dean Polk, Scott Hamilton, Doug Farris, Doug Mizell, Pablo Mendez, Eddie Cole, and Lee Holland; and, Neighborhood Services Administrative Coordinator Tammy DeWett.

Property Owners Appeal Board Appeal Hearings – September 4 & 10, 2025

There being no individual present to address the POAB, Chairperson Sparrow dispensed with the Statements of Qualifications of POAB members and introductions of City staff, as well as information regarding the opportunity for future appeal to the Board of Directors at its regular meeting set for 6:00 p.m., November 18, 2025 at the Blue Lion, 101 North 2nd Street.

The agenda consisted of the following request for appeal consideration:

1. 5300 Wilson

RSVP: August 5, 2025 / Dora Lopez
Owner(s): Bennett Properties
Cleaned: April 22, 2024 / \$415.26

POAB ACTION TAKEN

As noted, no individual was present; therefore, no action was taken.

There being no further business to come before the POAB, Lewis moved that the hearing adjourn. The motion was seconded by Raynor and the members all voting aye, Chairperson Sparrow declared the motion carried and the hearing stood adjourned at 6:06 p.m.

At approximately 6:10 p.m., Ms. Lopez arrived to present her appeal citing her tardiness was due to her difficulty in finding the building; however, multiple members of the POAB had already left the facility. Due to such, Ms. Lopez was advised she may attend the appeal hearing scheduled for Wednesday, September 10, 2025 whereby she conveyed her intent to be in attendance.

WEDNESDAY, SEPTEMBER 10, 2025

The hearing was called to order at approximately 6:11 p.m. by Chairperson Justin Sparrow, presiding. The following remaining members of the Property Owners

Property Owners Appeal Board Appeal Hearings – September 4 & 10, 2025

Appeal Board (POAB) were also present: Megan Raynor, Karen Lewis, and Pete Hanham. Chairperson Sparrow declared a quorum present.

Note ¹: There is one (1) vacancy on the POAB; therefore, all members were present.

Note ²: Delay in the call to order was to allow additional time for arrival of the appellants of Item No. 1 and 2 on the agenda as no individuals were present at 6:00 p.m.

City of Fort Smith staff present were City Clerk Sherri Gard; Director of Neighborhood Services Shawn Gard; Neighborhood Services Inspectors Dean Polk, Scott Hamilton, Doug Farris, Doug Mizell, Pablo Mendez, Eddie Cole, and Lee Holland; and, Neighborhood Services Administrative Coordinator Tammy DeWett.

There being no individuals present to address the POAB, Chairperson Sparrow dispensed with the Statements of Qualifications of POAB members and introductions of City staff, as well as information regarding the opportunity for future appeal to the Board of Directors at its regular meeting set for 6:00 p.m., November 18, 2025 at the Blue Lion, 101 North 2nd Street.

The agenda consisted of the following requests for appeal consideration:

1. 1515 North 34th Street

RSVP: August 5, 2025 / Charles Tidwell
Owner(s): Reba and C.W. Tidwell
Cleaned: September 28, 2024 / \$2,054.62

POAB ACTION TAKEN

As noted, no individual was present; therefore, no action was taken.

2. 5300 Wilson

RSVP: August 5, 2025 / Dora Lopez
Owner(s): Bennett Properties
Cleaned: April 22, 2024 / \$415.26
~ Original RSVP for September 4, 2025 appeal hearing, but Ms. Lopez arrived after adjournment ~

Property Owners Appeal Board Appeal Hearings – September 4 & 10, 2025

POAB ACTION TAKEN

As noted, no individual was present; therefore, no action was taken.

There being no further business to come before the POAB, Lewis moved that the hearing adjourn. The motion was seconded by Raynor and the members all voting aye, Chairperson Sparrow declared the motion carried and the hearing stood adjourned at 6:12 p.m.

APPROVED:

Chair

ATTEST:

City Clerk

CHRONOLOGY OF PROPERTY ABATEMENT

Inspector: Doug Mizell

Item #1

9/4/2025

ECS	ADDRESS	OWNER
E24-1082	5300 Wilson Rd	Bennett Properties C/T Dora Lopez

Violation of Section 16-4: Care of premises:

It shall be unlawful for either the owner or occupant of a residential or nonresidential building, structure or property to utilize the premises of such property for the open storage of any abandoned or inoperable motor vehicle, household appliance or household furniture (regardless of working condition), tents, camping accessories, tires, tools, boxes, tubs, exercise equipment, inoperable lawn equipment, bathroom fixtures, mattresses, box springs, glass, building material, building rubbish or similar items. Additionally, it shall be the duty and responsibility of every such owner and occupant to keep the premises of such property clean and to remove from such premises all such items as listed above, including, but not limited to, weeds, dead trees, tree limbs, trash and garbage upon written notice from a building official.

- 3/18/24 Complaint called into Neighborhood Services complaining of a big pile of trash
- 3/19/24 Initial inspection conducted and property was documented and posted with a 7 Day Warning Notice for Dead limbs, tree parts, indoor furniture and open storage.
- 3/19/24 Office Staff conducted a legal search and a contract with Dora M. Lopez was found
- 3/19/24 Two Certified letters were sent to Bennett Properties C/T Dora Lopez with to the address with Sebastian County records
- 4/11/24 Certified letter returned unclaimed
- 4/18/24 Final inspection conducted, and property remained non-compliant - documented via digital film media for assignment to contractor for abatement action
- 4/19/24 Property assigned to contractor for abatement action
- 4/22/24 Property abated by contractor and brought into compliance with city codes
- 4/30/24 Abatement inspection and property cleared of violations

Abatement Costs and Associated Fees assessed as follows:

4/22/2024 - ABATEMENT	
CONTRACTOR FEE	160.00
CONTRACTOR DUMP FEES	83.20
CONTRACTOR MEDIA FEE	10.00
CODE ENFORCEMENT	102.38
FINANCE FEES	59.68
TOTAL	415.26

Note: The Neighborhood Services Department followed due process of posting, notification and abatement action protocol for this property, the city would request that all fines and fees be assessed.

Neighborhood Code Enforcement Division
E24-1082

Bennett Properties (Dora M
Lopez)

5300 Wilson Rd

Fort Smith, AR 72904

8/26/2025

Resolved

10860-0010-00000-00

Name	Seq	Type	Status	CmplDate	DueDate	Id	Comments
Initial Inspection	1	Inspection	Completed	3/19/2024	3/19/2024	DMizell	
Warning Notice Mailed	3	Letter	Sent	3/19/2024	3/19/2024	DMizell	2 CL sent to Owner/Mortgage 3/19/24 TD
Legal Search	6	Refer	Completed	3/19/2024	3/19/2024	DMizell	Under contract
Mortgage/Lien Card or Letter In	8	Response	RespRecv	4/16/2024	4/22/2024	DMizell	M /Oletter in unclaimed 4/11/24 TD
Final Inspection	12	Inspection	Completed	4/18/2024	4/18/2024	DMizell	ATC -MR-TD,IF,DL,OS - FBS-4hrs
Assigned To Contractor	13	Refer	Completed	4/19/2024	4/18/2024	DMizell	Assigned to Micah on 4/19/24 TD
Violation Abated	14	Inspection	Completed	4/30/2024	5/1/2024	DMizell	Clrd by MR as of 04/22/2024 kp
RATC	15	Inspection					

Specific Category
Dead Limbs
Dead Trees
Indoor Furniture
Open Storage
Trash Receptacle Left Curbside
Trash/debris

front back sides

ENVIRONMENTAL - PROPERTY - COMPLAINT

Date Received: 3/18/24 Time: _____ Date Inspected: 3/18 Time: 11:00

Inspector: ☒ Mizell ☐ Farris ☐ Mendez ☐ Cole ☐ Bottoms ☐ Polk ☐ Hamilton

Address CNR 53rd & Wilson Rd Parcel _____

Violation: ☐ Overgrowth ☒ Trash/Debris ☐ Dead Limb/Tree ☐ Appliance ☐ Indoor Furniture
☐ Open Storage ☐ Blind Corner ☐ Graffiti ☐ Parking ☐ R/V ☐ Commercial Veh
☐ Inoperable Veh ☐ Trailer ☐ Trash Can ☐ Homeless ☐ Water ☐ _____

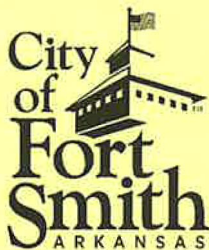
Location: ☐ Front ☐ Back ☐ Sides ☐ Lot ☐ Alley/Easement/Ditch ☐ Porch ☐ Carport

Building: ☐ Rental ☐ Owner ☐ Commercial ☐ Vacant ☐ Apartment(s) ☐ Duplex ☐ 4-Plex

☐ Anonymous ☐ Complainant _____ Phone: _____

Notes: Big pile of Trash

COMPLAINT # _____ ☒ Tammie ☐ Karen ☐ Alexis ☐ Shawn ☐ _____



Neighborhood Code Enforcement 7 DAY CLEAN UP WARNING NOTICE

☒ CERTIFIED
☒ LEGAL SEARCH

Photos 1-3

ECS: E24-1082

Date: 3/18/24

Property Location: 5300 Wilson Rd Parcel: 10860-0010-0000-00

This Warning serves notice that you are in violation of the Fort Smith Municipal Code Chapter 16: Nuisance Ordinances and/or the Property Maintenance Code of Fort Smith Arkansas. You are required to maintain your property in compliance with municipal codes. All city municipal codes can be viewed on the city website at www.fortsmithar.gov.

You have seven (7) days to correct the violation(s) that are noted in this warning. If the property has not been brought into compliance within seven (7) days from the date of this notice, the City of Fort Smith may proceed forward according to the provisions of applicable municipal codes and laws by serving legal notice and abating the violations and/or taking legal action through the City Prosecuting Attorney's Office or by issuing a Citation.

Sec. 16-10 - The City of Fort Smith may abate the property violation(s) by utilizing contractors and charging all costs associated with this action to the property owner. Liens may be filed against the property if cleanup fees are left unpaid. Sec. 16-11 - Further steps may be initiated to recover expenses by the City of Fort Smith Finance Department.

NOTE: Sec. 16-8 - If the Neighborhood Services Division abates overgrown conditions on a property, it has the authority to abate overgrown conditions on this property every thirty (30) days throughout the calendar year without further notice.

If you have any questions regarding this notice you should contact the Fort Smith Neighborhood Services Division. Office hours are Monday thru Friday 8:00AM - 5:00PM at (479) 784-1031 - (479) 784-1076 - (479) 784-1025.

City of Fort Smith Municipal Codes: https://library.municode.com/ar/fort_smith/codes/code_of_ordinances

Code Violation(s):

- ☐ Sec. 16-5 All grass/weeds must be maintained lower than ten (10) inches height
- ☒ Sec. 16-4 All trash, building rubbish and/or debris must be removed from property
- ☒ Sec. 16-4 All indoor furniture, mattresses, box springs must be stored inside or removed
- ☐ Sec. 16-4 All appliances and/or bathroom fixtures must be stored inside or removed
- ☒ Sec. 16-4 No open storage i.e. building materials, tarps, tents, tires, boxes, tubs, tools, etc.
- ☒ Sec. 16-5 Remove all dead, dying or dead parts of tree(s) and/or dead limbs
- ☐ Sec. 14-52 Parking/Screening vehicles on residentially zoned property
- ☐ Sec. 14-54 Parking of commercial vehicle(s) on residentially zoned streets and properties
- ☐ Sec. 14-55 Parking of recreational/utility vehicles on residentially zoned streets and properties
- ☐ Sec. 24-10 Remove blind corner or sight obstruction(s) blocking pedestrian or vehicular vision
- ☒ Sec. 25-268 Trash receptacle location and/or deposited yard debris on public street
- ☐ 602.2/607.1 Arkansas Plumbing Code - Potable Water/Hot Water Required
- ☐ _____
- ☐ Comments: _____

Area(s) in Violation:

- | | | | | | |
|---|--|---|-----------------------------------|---------------------------------------|-------------------------------------|
| ☒ Front | ☒ Back | ☒ Sides | ☐ Alley | ☐ Lot | ☐ Fence Line |
| ☐ Porch | ☐ Carport | ☐ Easement | ☐ Driveway | ☐ Right-of-Way | ☐ Ditch |

[Signature]
Property Maintenance Inspector

[Signature]
Signature for Notice (must be 18 years or older)

BENNETT PROPERTIES C/T LOPEZ, DORA M

5300 WILSON RD



*Legal Search
Contract
With
Dora M. Lopez*

Basic Information

Parcel Number: 10860-0010-00000-00

County Name: Sebastian County

Property Address: BENNETT PROPERTIES C/T LOPEZ, DORA M
5300 WILSON RD
Map This Address

- Vacant

Mailing Address: BENNETT PROPERTIES
204 E MAIN ST
CLARKSVILLE AR 72830

Collector's Mailing Address: BENNETT PROPERTIES
204 E MAIN ST
CLARKSVILLE, AR 72830

Total Acres: 0.00

Timber Acres: 0.00

Sec-Twp-Rng: 11-08-32

Lot/Block: 10/

Subdivision: BRIARWOOD

Legal Description: LOT 10

School District: 99FS FORT SMITH CITY

Homestead: No

Parcel?:

Tax Status: Taxable

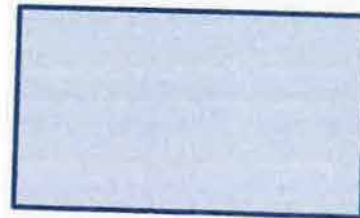
Over 65?: No

Parcel Boundary



Wilson Rd

Wilson Rd



Leaflet | © 2024 Microsoft, © 2024 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
BASE LOT	0.39 acres [0 sqft]	100		175	0	

2016-19232

Certificate of Record

FORT SMITH DISTRICT

SEBASTIAN COUNTY, ARKANSAS

SHARON BROOKS, CO CLERK & RECORDER

11/29/2016 1:38:52 PM

RECORDING FEE: 20.00

Pages: 2

**BENNETT PROPERTIES
493 PECAN DRIVE
KNOXVILLE, AR 72845
Cell 479-647-8052**

CONTRACT TO SELL REAL ESTATE

THIS AGREEMENT, made and entered into this 28th day of November, 2016, by and between **BENNETT PROPERTIES, LLLP**, Parties of the First Part, and **DORA M. LOPEZ**, Party of the Second Part.

WITNESSETH, that the said Parties of the First Part have this day bargained to sell unto the Parties of the Second Part, and unto their heirs and assigns, the following described real estate (reserving all mineral rights, known and unknown), situated in the County of Sebastian, the State of Arkansas, to-wit:

LOT TEN(10) IN BRIARWOOD, AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS, BEING A PART OF THE W1/2 OF THE NE1/4, SECTION 11, TOWNSHIP 8 NORTH, RANGE 32 WEST.

for the price and sum of **FIFTY THOUSAND DOLLARS (\$50,000)**. The Party of the Second Part agrees to pay **FIFTY THOUSAND DOLLARS (\$50,000)**, bearing interest at the rate of 8% per annum from date until paid and payable as follows: **\$477.83 per month for a period of 180 months**, payable the **1st day of each month** thereafter until paid in full. If payment is not postmarked by the **3rd day** of the month, there will be a late charge assessed in the amount of **\$25.00**. **First payment is due on**

DECEMBER 1, 2016:

January 1, 2017

NOW, upon the payment of said sum, at the time and in the manner therein set forth, and all legally assessed taxes becoming due after the date hereof, the said Parties of the First Part obligate themselves and their heirs or assigns to convey to the said Parties of the Second Part, the land hereinbefore described.

IT IS mutually agreed by and between the parties that the payments will be made regularly and on time, time being of the essence, and in the event the Party of the Second Part defaults in the monthly payments for a period of **ONE MONTH** from the due date, all payments made heretofore are forfeited. Parties of the First Part have the right to reenter and take possession of the property, and the rights created herein in favor of the party of the Second Part are null and void.

IT IS agreed that the Party of the Second Part will keep said property insured and pay for same, for the minimum sum of Fifty Thousand Dollars, in good companies acceptable to said First Parties, and the said insurance shall have a loss payable clause to said First Parties.



AND THE said Party of the Second Part hereby accepts the conditions of this obligation and in the event of the failure to make payments as herein provided, waive all right and claim to the said Real Estate, and to the money theretofore paid on account thereof.

IN WITNESS whereof, the said Parties have hereunto set their hands this 28th day of November, 2016. This bond is executed in duplicate.

BENNETT PROPERTIES

By  

ACKNOWLEDGEMENT

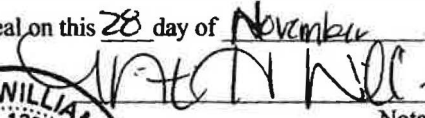
STATE OF ARKANSAS, County of Johnson

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, and commissioned and acting, **Bennett Properties and Dora M. Lopez**, to me well known as the Owner and Purchaser of the foregoing contract, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 28 day of November, 2016.

My commission expires




Notary Public



Neighborhood Code Enforcement Division

3/19/2024

Bennett Properties (Dora M Lopez)
493 Pecan Dr
Knoxville, AR 72845

In the interest of a better environment and quality of life for the citizens of the City of Fort Smith, the Fort Smith Board of Directors has enacted Municipal Codes Chapter 16: Nuisances Ordinances and the Property Maintenance Code Of Fort Smith Arkansas. You are hereby notified that the property listed below which you either own or have an interest in was inspected and found to be in violation of these ordinances and/or codes.

5300 Wilson Rd

Case File # E24-1082

See the attached 7 Day Clean-Up Notice for Violation(s)

If you correct the violation(s), there will be no further action taken by the City. However, you will need to make arrangements to keep the property maintained in the future to avoid further notices.

You have seven (7) days to correct the violation(s) that are noted in this warning. If the property has not been brought into compliance within seven (7) days from the date of this notice, the City of Fort Smith may proceed forward according to the provisions of applicable municipal codes and laws by serving legal notice and: (1) abating the violation and charging all associated costs of correction, maintenance and administration to the property owner; (2) filing and enforcing a lien against the property if the costs of clean up are not paid; (3) and/or or taking legal action through the City Prosecuting Attorney's Office or by issuing a Citation.

Please Note: If the Neighborhood Services Division abates overgrown conditions on a property, it has the authority to abate overgrown conditions on this property every thirty (30) days throughout the calendar year without further notice.

Please contact us if you have any questions regarding this notice or if you believe that you have received this notice in error. Our office hours are Monday thru Friday 8:00AM – 5:00PM at (479) 784-1031, (479) 784-1076 or (479)784-1025.

Thank you in advance for your cooperation and in helping to make Fort Smith a cleaner, safer and healthier place to live and prosper.

*** See attached page(s) for additional information.**



Neighborhood Code Enforcement Division

3/19/2024

Bennett Properties
204 E Main St
Clarksville, AR 72830

In the interest of a better environment and quality of life for the citizens of the City of Fort Smith, the Fort Smith Board of Directors has enacted Municipal Codes Chapter 16: Nuisances Ordinances and the Property Maintenance Code Of Fort Smith Arkansas. You are hereby notified that the property listed below which you either own or have an interest in was inspected and found to be in violation of these ordinances and/or codes.

Bennett Properties (Dora M Lopez)
5300 Wilson Rd
Case File # E24-1082
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Thank you in advance for your cooperation and in helping to make Fort Smith a cleaner, safer and healthier place to live and prosper.

Akansas Senate Bill 372 Item (7)(A)

If the city or town wishes to secure a clean up lien, it shall provide seven (7) business days' notice to lienholders before undertaking any work at the property.

*** See attached page(s) for additional information.**

28

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Bennett Properties
204 E Main St
Clarksville, AR 72830
E24-1082 DM TM

4/11/24
 10



9590 9402 8367 3156 8752 45

Article Number (Transfer from service label)

7022 1670 0001 4688 4411

PS Form 3811, July 2020 PSN 7530-02-000-9053

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®

Mail Restricted Delivery

Domestic Return Receipt

7022 1670 0001 4688 4404

U.S. Postal Service	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postmark Here	
Postage	
\$	
Total	
\$	
Sent	
Street	
City	
Bennett Properties (Dora M Lopez)	
493 Pecan Dr	
Knoxville, AR 72845	
E24-1082 DM O	
3/19 TD	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Tracking Number:

Remove X

70221670000146884404

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

In Transit to Next Facility

March 25, 2024

Departed USPS Regional Facility

LITTLE ROCK AR DISTRIBUTION CENTER

March 21, 2024, 10:45 am

Arrived at USPS Regional Facility

LITTLE ROCK AR DISTRIBUTION CENTER

March 20, 2024, 12:22 pm

Arrived at USPS Regional Facility

FAYETTEVILLE AR DISTRIBUTION CENTER

March 19, 2024, 10:00 pm

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

Neighborhood Services Contractor Assignment/Invoice 2024

Address: 5300 Wilson Parcel: 10560-0010-0000-00

ECS# 24-1082 ; Inspector: ☐ Mendez ☐ Farris ☒ Mizell ☐ Cole ☐ Holland ☐

Date of Assignment: 4/18/24 (Work dates shown below) Date Completed: 4-22-24

▼ This section to be completed by contractor ▼ Work description on reverse side. ►

Note: Before and after photos are required on all items removed from the property in addition to any abatement work done → (such as mowing) and must be taken from same vantage point. Photos are required on all loads from the property and numbered if more than one trip is required and landfill receipts must be submitted.

Before pictures (Date) 4-22-24 After pictures (Date) 4-22-24

At Jobsite - Date: 4-22-24 Start Time: 10:30am End Time: 12:30pm Time: 2

#1 Landfill Trip Date: 4-22-24 Start Time: 1:00pm End Time: 1:30pm Time: .5

At Jobsite - Date: 4-22-24 Start Time: 1:30pm End Time: 2:30pm Time: 1

#2 Landfill Trip Date: 4-22-24 Start Time: 2:30pm End Time: 3:00pm Time: .5

At Jobsite - Date: _____ Start Time: _____ End Time: _____ Time: _____

#3 Landfill Trip Date: _____ Start Time: _____ End Time: _____ Time: _____

Total Time on Job Site: 3 Landfill Trip(s) Time: 1 Total Time: 4

INVOICE CHARGES

CONTRACTOR: Micah Rundell, Cedar Creek Custom Home, LLC
ADDRESS: 5126 Mount Zion Road, Hackett, AR 72937

Work description: Remove trash & debris from storage, w/ clear
limbs from property. Hauled to landfill

Labor (number of hours)	4	X \$40.00	160.00	Supervisor Approval 
Digital Media Charge		\$10.00	10.00	
Landfill Charges (must include original receipt)			44.46 38.74	
Miscellaneous Charges (explanation required)			0	
Total			253.20	
Adjusted Charges if Warranted				

Contractor Signature

Inspector Signature

Signing this document certifies that all information is true and accurate.

530 w. 15m
E24-1082

Regional Sanitary Landfill
5900 Commerce Road
Fort Smith, AR 72916

SCALE TICKET

^YN Ticket #: 2709786

IN	OUT
DATE: 04/22/24	04/22/24
IN: 02:43 PM	ID-IN:KR
OUT: 03:00 PM	ID-OUT:DG

Truck#: Y44

Tag#:
Container#:
Note:
P.O.#:

Hauler: 800002001
Non-Account Holder - City of FS Landfi
Address of Load:
Bill Acct #: 800002001
Non-Account Holder -
TRANS TYPE: Residential & Small C
ORIGIN LOC: FS - FORT SMITH AR SEB
TAX LOC: FS

Gross:	13680 lb	6.84 tn
Tare:	11920 lb	5.96 tn
Net:	1760 lb	0.88 tn

Material
500 - Trash - Trailer \$35.38
0.88 TN @ \$40.20/TN

Material Taxes

Subtotal: \$35.38
State Tax: \$2.30
County Tax: \$0.35
City Tax: \$0.71
Spec Fee Tax: \$0.00

Total: \$38.74

Payment Method(s):
VISA \$38.74

Change: \$0.00

Customer Signature

530 w. 15m
E24-1082

Regional Sanitary Landfill
5900 Commerce Road
Fort Smith, AR 72916

SCALE TICKET

^YN Ticket #: 2709736

IN	OUT
DATE: 04/22/24	04/22/24
IN: 01:12 PM	ID-IN:KR
OUT: 01:30 PM	ID-OUT:KR

Truck#: Y78

Tag#:
Container#:
Note:
P.O.#:

Hauler: 800002001
Non-Account Holder - City of FS Landfi
Address of Load:
Bill Acct #: 800002001
Non-Account Holder -
TRANS TYPE: Residential & Small C
ORIGIN LOC: FS - FORT SMITH AR SEB
TAX LOC: FS

Gross:	13960 lb	6.98 tn
Tare:	11940 lb	5.97 tn
Net:	2020 lb	1.01 tn

Material
500 - Trash - Trailer \$40.60
1.01 TN @ \$40.20/TN

Material Taxes

Subtotal: \$40.60
State Tax: \$2.64
County Tax: \$0.41
City Tax: \$0.81
Spec Fee Tax: \$0.00

Total: \$44.46

Payment Method(s):
VISA \$44.46

Change: \$0.00

Customer Signature

BENNETT PROPERTIES C/T LOPEZ, DORA M

5300 WILSON RD



Free Public Search Sponsored By
Sebastian County
Assessor's Office
Zach Johnson
Phone: (479) 783-8948
Fax: (479) 784-1522

Home Sebastian County Search Results Parcel



Basic Information

Parcel Number:	10860-0010-00000-00
County Name:	Sebastian County
Property Address:	BENNETT PROPERTIES C/T LOPEZ, DORA M 5300 WILSON RD Map This Address
Mailing Address:	BENNETT PROPERTIES 204 E MAIN ST CLARKSVILLE AR 72830
Collector's Mailing Address :	BENNETT PROPERTIES 204 E MAIN ST CLARKSVILLE, AR 72830
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	11-08-32
Lot/Block:	10/
Subdivision:	BRIARWOOD
Legal Description:	LOT 10
School District:	99FS FORT SMITH CITY
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Parcel Boundary

AFFIDAVIT OF NOTICE

COMES NOW Shawn Gard pursuant to Ark. Code Ann. § 14-54-901 and, after being first duly sworn, states on oath as follows:

1. I am employed as the Supervisor of the Neighborhood Services Division for the City of Fort Smith. The matters set forth in this Affidavit are based upon my knowledge, information and belief and my review of the records of the City of Fort Smith, State of Arkansas, and my personal knowledge of the matters asserted in this affidavit.
2. Pursuant to Ark. Code Ann. § 14-54-903 (Supp. 2017), notice was served upon the property owner, Bennett Properties CT Lopez Dura m by certified mail, return receipt requested, restricted delivery.
3. The notice required under Ark. Code Ann. § 14-54-903 (Supp. 2017), was received by _____ on _____ as evidenced by the return receipt signed by _____.
4. The notice required under Ark. Code Ann. § 14-54-903 (Supp. 2017), was undeliverable and returned on 4-11-24.

FURTHER AFFIANT SAYETH NOT.

Dated this 29th day of April, 2024.

Shawn Gard



ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF SEBASTIAN)

On this 29th day of April, 2024, before me, Amber Jones, the undersigned officer, personally appeared Shawn Gard, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission expires:

4-13-2025



Amber Jones Notary Public















CHRONOLOGY OF PROPERTY ABATEMENT

Inspector: Doug Mizell

Item #2

9/10/2025

ECS	ADDRESS	OWNER
E24-2924	1515 N 34 th St	Reba & CW Tidwell

Violation of Section 16-5(5): Guidelines - In ordering the cutting and removal of weeds, grasses and trees, the authorized department shall proceed by the following guidelines:

(5) The owners and occupants of all lands shall remove or cause to be removed all dead or dying trees and dead parts of living trees from such lands when such dead or dying trees or dead parts of trees shall constitute a hazard to personal safety or property due to the imminent possibility of their falling upon or being blown upon public property or property of other owners, or when such trees because of disease or decay constitute a nuisance and/or imminent health threat to other trees located on public property or property of other owners.

- 8/5/24 Code violation observed (Dead Tree) front yard - documented and posted 7 Day Notice
- 8/5/24 Office Staff conducted a legal search and no mortgage found
- 8/5/24 Certified letter was mailed to the owner along with a 1st Class letter sent to the tenant
- 8/12/24 Certified letter receipt returned signed by owner Reba Tidwell
- 8/19/24 Follow up inspection – No progress 2nd Notice posted along with a Warning Ticket
- 8/26/24 Final inspection conducted, and property remained non-compliant - documented via digital film media for assignment to contractor for abatement action
- 8/26/24 Assigned to regular contractor and the tree was to large for Cedar Creek Services
- 8/27/24 Property assigned to contractor, “All American Tree Service” for abatement action
- 9/28/24 Property abated by contractor and brought into compliance with city codes

Note: 8/11/2025 Director of Neighborhood Services meeting with Mr. Tidwell in the office. The process was gone over, photos were shared, and it was discussed that we had no contact from Mr. Tidwell. He explained he was working on getting it taken care of and it was explained that we have no records of him contacting us to ask for an extension on time. He did not state that he tried to contact the inspector other than he was working on getting it taken care of. Mr. Tidwell felt that the cost of the tree removal was excessive and that he could have gotten it taken care of for much less. It was covered with Mr. Tidwell that we surely would have worked with him if he had contacted the department. It was further covered with Mr. Tidwell should he get another notice in the future from Neighborhood Services and cannot resolve the nuisance violation within the allotted time to contact the number on the notice and communicate that with the inspector.

Abatement Costs and Associated Fees assessed as follows:

9/28/2024 - ABATEMENT	
CONTRACTOR FEE	1900.00
CODE ENFORCEMENT	94.94
FINANCE FEES	59.68
TOTAL	\$2,054.62

Note: The Neighborhood Services Department followed due process of posting, notification and abatement action protocol for this property, the city would request that all fines and fees be assessed.

Neighborhood Code Enforcement Division
E24-2924

Reba & C W Tidwell

8/26/2025

1515 N 34th St

Fort Smith, AR

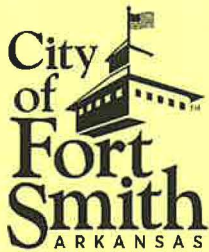
Resolved

15572-0016-00002-00

Name	Seq	Type	Status	CmplDate	DueDate	Id	Comments
Initial Inspection	1	Inspection	Completed	8/5/2024	8/5/2024	DMizell	
Warning Notice Mailed	3	Letter	Sent	8/5/2024	8/5/2024	DMizell	CL sent to owner. 1st class letter sent to tenant . 8/5/24 TD
Legal Search	6	Refer	Completed	8/5/2024	8/5/2024	DMizell	Nothing found 8/5/24 TD
Mortgage/Lien Card or Letter In	8	Response	RespRecv	8/12/2024	8/26/2024	DMizell	card in 8/12/24 TD
Final Inspection	12	Inspection	Completed	8/26/2024	8/26/2024	DMizell	ATC -MR- DL/T - Front - 8 hrs
Assigned To Contractor	13	Refer	Completed	8/27/2024	8/26/2024	DMizell	Assigned to All American Tree 9/17/24 TD
Violation Abated	14	Inspection	Completed	10/4/2024	9/30/2024	DMizell	Clr by All American Tree on 9/28/24 \$1900.00

Specific Category
Dead Limbs
Dead Trees

Need to remove tree in front



Neighborhood Code Enforcement 7 DAY CLEAN UP WARNING NOTICE

☒ CERTIFIED
☒ LEGAL SEARCH

Photos 1-3

ECS: E24-2924

Date: 8/2/24

Property Location: 1515 N34 Parcel: 15572-6016-0002-00

This Warning serves notice that you are in violation of the Fort Smith Municipal Code Chapter 16: Nuisance Ordinances and/or the Property Maintenance Code of Fort Smith Arkansas. You are required to maintain your property in compliance with municipal codes. All city municipal codes can be viewed on the city website at www.fortsmithar.gov.

You have seven (7) days to correct the violation(s) that are noted in this warning. If the property has not been brought into compliance within seven (7) days from the date of this notice, the City of Fort Smith may proceed forward according to the provisions of applicable municipal codes and laws by serving legal notice and abating the violations and/or taking legal action through the City Prosecuting Attorney's Office or by issuing a Citation.

Sec. 16-10 - The City of Fort Smith may abate the property violation(s) by utilizing contractors and charging all costs associated with this action to the property owner. Liens may be filed against the property if cleanup fees are left unpaid. Sec. 16-11- Further steps may be initiated to recover expenses by the City of Fort Smith Finance Department.

NOTE: Sec. 16-8 - If the Neighborhood Services Division abates overgrown conditions on a property, it has the authority to abate overgrown conditions on this property every thirty (30) days throughout the calendar year without further notice.

If you have any questions regarding this notice you should contact the Fort Smith Neighborhood Services Division. Office hours are Monday thru Friday 8:00AM - 5:00PM at (479) 784-1031 - (479) 784-1076 - (479) 784-1025.

City of Fort Smith Municipal Codes: https://library.municode.com/ar/fort_smith/codes/code_of_ordinances

Code Violation(s):

- ☐ Sec. 16-5 All grass/weeds must be maintained lower than ten (10) inches height
- ☐ Sec. 16-4 All trash, building rubbish and/or debris must be removed from property
- ☐ Sec. 16-4 All indoor furniture, mattresses, box springs must be stored inside or removed
- ☐ Sec. 16-4 All appliances and/or bathroom fixtures must be stored inside or removed
- ☐ Sec. 16-4 No open storage i.e. building materials, tarps, tents, tires, boxes, tubs, tools, etc.
- ☒ Sec. 16-5 Remove all dead, dying or dead parts of tree(s) and/or dead limbs
- ☐ Sec. 14-52 Parking/Screening vehicles on residentially zoned property
- ☐ Sec. 14-54 Parking of commercial vehicle(s) on residentially zoned streets and properties
- ☐ Sec. 14-55 Parking of recreational/utility vehicles on residentially zoned streets and properties
- ☐ Sec. 24-10 Remove blind corner or sight obstruction(s) blocking pedestrian or vehicular vision
- ☐ Sec. 25-268 Trash receptacle location and/or deposited yard debris on public street
- ☐ 602.2/607.1 Arkansas Plumbing Code - Potable Water/Hot Water Required
- ☐
- ☐ Comments: Need to Remove dead tree in front

Area(s) in Violation:

- | | | | | | |
|---|----------------------------------|-----------------------------------|-----------------------------------|--|-------------------------------------|
| ☒ Front | ☐ Back | ☐ Sides | ☐ Alley | ☐ Lot | ☐ Fence Line |
| ☐ Porch | ☐ Carport | ☐ Easement | ☐ Driveway | ☒ Right-of-Way | ☐ Ditch |

[Signature]
Property Maintenance Inspector

[Signature]
Signature for Notice (must be 18 years or older)

[What's New?](#)[About](#)[Contact Us](#)[Help](#)**TIDWELL, REBA & C W**

1515 N 34TH ST

*Legal Search
Complete* *8/12/24*
Nothing Found
TO



Free Public Search Sponsored By
Sebastian County
Assessor's Office
Zach Johnson
Phone: (479) 783-8948
Fax: (479) 784-1522

[Home Sebastian County Search Results Parcel](#)[New Search](#)[Search Results](#)[RA](#)

Basic Information

Parcel Number:

15572-0016-00002-00

County Name:

Sebastian County

Property Address:

TIDWELL, REBA & C W

1515 N 34TH ST

[Map This Address](#)

Mailing Address:

TIDWELL, REBA & C W
10390 MEANDERING WAY
FORT SMITH AR 72903

Collector's Mailing Address :

TIDWELL CHARLES W
10309 MEANDERING WAY
FORT SMITH, AR 72903

Total Acres:

0.00

Timber Acres:

0.00

Sec-Twp-Rng:

10-08-32

Lot/Block:

16/2

Subdivision:

NORTH O STREET

Legal Description:

LOT 16 BLK 2

School District:

99FS FORT SMITH CITY

Homestead Parcel?:

No

Tax Status:

Taxable

Over 65?:

No

Betty Taylor L. Soto
04



Neighborhood Code Enforcement Division

8/5/2024

**Reba & C W Tidwell
10390 Meandering Way
Fort Smith, AR 72903**

In the interest of a better environment and quality of life for the citizens of the City of Fort Smith, the Fort Smith Board of Directors has enacted Municipal Codes Chapter 16: Nuisances Ordinances and the Property Maintenance Code Of Fort Smith Arkansas. You are hereby notified that the property listed below which you either own or have an interest in was inspected and found to be in violation of these ordinances and/or codes.

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Thank you in advance for your cooperation and in helping to make Fort Smith a cleaner, safer and healthier place to live and prosper.

*** See attached page(s) for additional information.**



Neighborhood Code Enforcement Division

8/5/2024

**Betty Taylor L Soto
1515 N 34th St
Fort Smith, AR 72904**

In the interest of a better environment and quality of life for the citizens of the City of Fort Smith, the Fort Smith Board of Directors has enacted Municipal Codes Chapter 16: Nuisances Ordinances and the Property Maintenance Code Of Fort Smith Arkansas. You are hereby notified that the property listed below which you either own or have an interest in was inspected and found to be in violation of these ordinances and/or codes.

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Please Note: If the Neighborhood Services Division abates overgrown conditions on a property, it has the authority to abate overgrown conditions on this property every thirty (30) days throughout the calendar year without further notice.

Please contact us if you have any questions regarding this notice or if you believe that you have received this notice in error. Our office hours are Monday thru Friday 8:00AM – 5:00PM at (479) 784-1031, (479) 784-1076 or (479)784-1025.

Thank you in advance for your cooperation and in helping to make Fort Smith a cleaner, safer and healthier place to live and prosper.

*** See attached page(s) for additional information.**

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Reba & C W Tidwell
10390 Meandering Way
Fort Smith, AR 72903
E24-2924 DM O

AUG 12 2024



9590 9402 8367 3156 8249 15

2 Article Number (Transfer from service label)

7022 1670 0001 7509 7547

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Reba Tidwell

☐ Agent☐ Addressee

B. Received by (Printed Name)

Reba Tidwell

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted DeliveryMail
Mail Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053.

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$Postmark
Here

Reba & C W Tidwell

10390 Meandering Way

Fort Smith, AR 72903

E24-2924 DM O

8/15
TD

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

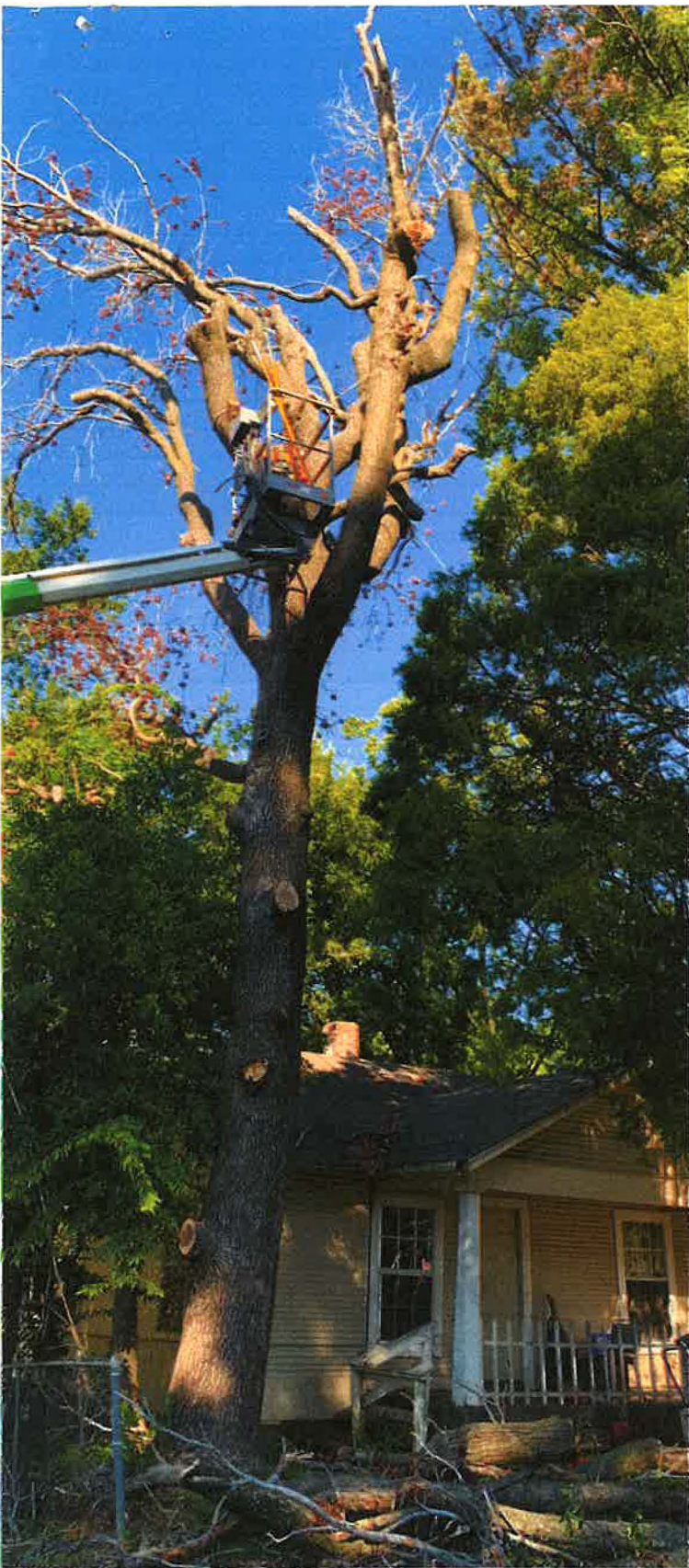
All American Tree Service
 5202 Tennessee Circle
 Fort Smith, AR 72916
 479-259-8955
 Hayesrick63@gmail.com

Estimate

Date	Estimate #
8/18/2024	63

Name / Address
Fort Smith Neighborhood Services 623 Garrison Ave #503 Fort Smith, AR 72901

			P.O. No.
Item	Description	Rate	Total
Tree Service	All American Tree Service will provide the following services: Cut down and haul off 1 tree at the following location 1515 N 34th Fort Smith, AR	1,900.00	1,900.00
Total			\$1,900.00



Rich Hayes
9-28-24

Pick Hayes
9-28-24



DELINQUENT PROPERTY CLEANUP LIENS
2007 - Present

	Liens Collected from Sebastian County Tax Collector																			Average
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
January	\$0.00	\$551.36	\$4,580.30	\$522.43	\$137.68	\$277.94	\$0.00	\$2,192.02	\$1,377.35	\$ 1,277.22	\$ 2,000.02	\$ 935.66	\$ 842.74	\$ 2,402.49	\$ 5,876.59	\$ 3,989.19	\$ 4,822.77	\$ 9,382.15	\$ 767.44	\$2,207.12
February	\$1,082.95	\$0.00	\$5,017.56	\$903.31	\$0.00	\$233.43	\$8,971.34	\$256.25	\$2,260.81	\$ 0.00	\$ 201.00	\$ 6,983.00	\$ 0.00	\$ 456.87	\$ 6,575.73	\$ 496.10	\$ 534.59	\$ 10,600.85	\$ 5,219.64	\$2,620.71
March	\$200.00	\$19,155.91	\$295.13	\$4,533.26	\$2,819.71	\$5,505.47	\$2,628.55	\$9,896.24	\$281.33	\$ 5,948.52	\$ 1,576.76	\$ 550.71	\$ 257.70	\$ 3,644.03	\$ 3,669.98	\$ 1,508.06	\$ 10,652.66	\$ 403.22	\$ 6,213.80	\$4,196.90
April	\$3,143.54	\$5,259.84	\$14,473.24	\$4,053.62	\$2,993.70	\$11,697.78	\$5,044.01	\$2,202.87	\$1,052.45	\$ 5,481.23	\$ 4,543.22	\$ 5,136.62	\$ 702.82	\$ 2,971.19	\$ 3,134.48	\$ 1,013.19	\$ 16,306.30	\$ 2,147.04	\$ 3,204.08	\$4,808.27
May	\$5,703.94	\$705.45	\$3,724.35	\$6,969.59	\$7,706.98	\$15,400.92	\$13,480.24	\$21,612.41	\$13,937.51	\$ 17,596.30	\$ 11,335.43	\$ 17,550.29	\$ 12,559.61	\$ 22,385.74	\$ 5,205.65	\$ 7,537.19	\$ 4,013.43	\$ 12,018.29	\$ 5,981.48	\$10,811.83
June	\$6,374.95	\$7,455.40	\$7,751.13	\$2,033.94	\$5,940.63	\$4,501.33	\$5,846.47	\$8,931.52	\$18,608.66	\$ 1,934.86	\$ 8,214.14	\$ 8,116.11	\$ 8,720.01	\$ 12,572.11	\$ 5,117.90	\$ 3,890.87	\$ 3,099.71	\$ 12,705.78	\$ 7,361.97	\$7,325.13
July	\$3,323.71	\$757.56	\$2,280.96	\$665.34	\$971.67	\$1,277.07	\$1,435.94	\$2,296.68	\$2,345.32	\$ 3,210.76	\$ 1,669.71	\$ 10,030.06	\$ 9,780.41	\$ 451.49	\$ 70.60	\$ 6,551.18	\$ 2,738.78	\$ 9,244.93	\$ 4,782.26	\$3,362.34
August	\$1,594.85	\$3,984.75	\$295.25	\$1,780.95	\$1,648.34	\$611.80	\$4,696.55	\$5,374.16	\$5,976.40	\$ 5,688.64	\$ 7,937.95	\$ 2,199.41	\$ 1,838.38	\$ 35,052.30	\$ 1,245.43	\$ 5,452.12	\$ 21,300.28	\$ 36,022.47	\$ 25,294.08	\$8,841.80
September	\$900.17	\$1,073.97	\$2,512.22	\$957.78	\$2,988.46	\$0.00	\$13,352.53	\$2,167.96	\$3,073.06	\$ 10,696.95	\$ 698.51	\$ 10,560.01	\$ 9,022.63	\$ 1,361.13	\$ 8,711.71	\$ 6,128.76	\$ 9,967.27	\$ 14,699.23	\$ 2,101.61	\$5,314.42
October	\$3,143.94	\$6,523.01	\$1,667.89	\$4,506.11	\$1,706.57	\$13,330.71	\$4,959.16	\$4,059.97	\$5,350.95	\$ 3,015.68	\$ 5,861.63	\$ 5,762.44	\$ 14,822.37	\$ 2,023.52	\$ 2,958.43	\$ 2,122.25	\$ 9,305.76	\$ 6,446.30	\$ 13,513.38	\$5,846.32
November	\$10,149.06	\$7,213.41	\$8,375.18	\$10,190.13	\$11,490.28	\$18,688.08	\$18,555.85	\$16,225.05	\$27,616.10	\$ 15,787.06	\$ 15,072.31	\$ 13,125.43	\$ 34,351.92	\$ 13,571.21	\$ 11,490.36	\$ 17,329.96	\$ 27,148.64	\$ 29,700.58	\$ 16,619.14	\$16,984.20
December	\$1,483.45	\$1,749.59	\$943.05	\$6,146.52	\$8,993.86	\$3,164.53	\$0.00	\$5,282.72	\$3,576.72	\$ 2,000.64	\$ 636.77	\$ 0.00	\$ 1,599.65	\$ 8,331.82	\$ 1,413.94	\$ 0.00	\$ 2,166.73	\$ 10,717.54	\$ 0.00	\$3,063.55
TOTAL ANNUAL COLLECTION	\$37,100.56	\$54,430.25	\$51,916.26	\$43,262.98	\$47,397.88	\$74,689.06	\$78,970.64	\$80,497.85	\$85,456.66	\$72,637.86	\$59,747.45	\$80,949.74	\$94,498.24	\$105,223.90	\$55,470.80	\$56,018.87	\$112,056.92	\$154,088.38	\$91,058.88	\$75,551.22
Collected since 2007	\$37,100.56	\$91,530.81	\$143,447.07	\$186,710.05	\$234,107.93	\$308,796.99	\$387,767.63	\$468,265.48	\$553,722.14	\$626,360.00	\$686,107.45	\$767,057.19	\$861,555.43	\$966,779.33	\$1,022,250.13	\$1,078,269.00	\$1,190,325.92	\$1,344,414.30	\$1,435,473.18	RECEIVED SINCE 2007

	Payments Received After Adoption and Before Submission to the Tax Collector																			Average (excludes 2025)
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Liens on Proposed Ordinance	\$83,619.79	\$101,053.53	\$154,290.17	\$167,269.41	\$159,698.42	\$166,109.92	\$163,848.87	\$161,441.25	\$146,911.88	\$166,574.52	\$140,753.78	\$105,495.10	\$128,014.18	\$93,588.56	\$77,938.56	\$143,095.14	\$99,520.29	\$137,220.45	\$175,230.01	\$142,870.77
Amount of Liens Certified	\$82,464.71	\$95,478.56	\$152,941.03	\$156,270.07	\$146,116.67	\$159,695.91	\$155,968.33	\$155,339.73	\$142,990.21	\$158,765.17	\$136,506.02	\$103,882.92	\$124,370.22	\$86,456.54	\$77,858.26	\$140,648.21	\$95,272.91	\$135,817.37		\$128,157.94
PYMTS REC'D AFTER ADOPTION AND BEFORE DELIVERY TO TAX COLLECTOR	\$1,155.08	\$5,574.97	\$1,349.14	\$10,999.34	\$13,581.75	\$6,414.01	\$7,880.54	\$6,101.52	\$3,921.67	\$7,809.35	\$4,247.76	\$1,612.18	\$3,643.96	\$7,132.02	\$80.30	\$2,446.93	\$4,247.38	\$1,403.08		\$4,977.83
Certified since 2007	\$82,464.71	\$177,943.27	\$330,884.30	\$487,154.37	\$633,271.04	\$792,966.95	\$948,935.28	\$1,104,275.01	\$1,247,265.22	\$1,406,030.39	\$1,542,536.41	\$1,646,419.33	\$1,770,789.55	\$1,857,246.09	\$1,935,104.35	\$2,075,752.56	\$2,171,025.47	\$2,306,842.84	\$2,306,842.84	
% Collected v. Certified since 2007	44.99%	51.44%	43.35%	38.33%	36.97%	38.94%	40.86%	42.40%	44.39%	44.55%	44.48%	46.59%	48.65%	52.05%	52.83%	51.95%	54.83%	58.28%	62.23%	



MEMORANDUM

To: Jeff Dingman, Acting City Administrator
Date: November 10, 2025
Subject: Property Cleanup – Enforcement Improvements

The Neighborhood Services Department has maintained a high level of enforcement on adopted nuisance ordinances and property maintenance codes. We took the same approach as year 2024 on carrying over the board's concern on addressing blighted properties across the city. The inspectors as well as office staff of the Neighborhood Services Department have worked diligently to address blight. We have seen through the actions of being more proactive with our enforcement efforts of declining neighborhoods being revitalized. We will continue to build upon our success across the city as we prepare to enter 2026.

2025 Projected Goals with Updates

2025 Projection - Increased enforcement on vacant and abandoned structures within the city.

- Through city enforcement efforts and with the cooperation of property owners Neighborhood Services has had a significant increase in demolitions, as well the securing of vacant and abandoned structures across the city.
- Neighborhood Services has collaborated with the Fort Smith Police Department over vacant structures that have become a nuisance within a neighborhood due to illegal squatting and criminal activity. These structures are quickly addressed and secured for everyone's safety.
- Increased issuance of citations over vacant and or abandoned properties to have them brought into compliance in a timelier manner through district court action.

2025 Projection - Implementation of the City View enforcement program.

- The Neighborhood Services Department went live with City View on March 21st of this year.
- As inspectors and staff improve on their proficiency within the program it will prove to be an asset in our enforcement and documenting efforts.
- Neighborhood services will be striving to go paperless by 2027 with the added functionality of the City View software.

2025 Projection - Review all codes, ordinances, policies and procedures and see what we can improve upon.

- Neighborhood Services inspectors through in-house training, code enforcement conferences and webinars have expanded their knowledge on enforcement techniques and increased proficiency in use of adopted codes and ordinances.
- As new areas of nuisances arise regarding increased homeless activity, squatting as well as a rise in abandoned/vacant structures, it has required creative thinking and a more in-depth understanding in the use of adopted codes and ordinances to address these issues.

2026 Projected Goals

- The Neighborhood Services Department will look to identify a minimum of two new target areas of Fort Smith neighborhoods in decline and in need of revitalization.
- Increased enforcement efforts on structures that have been boarded up for more than a year to have them reopened and compliant and or razed.
- Continuing education and training for both inspectors and office staff in the area's enforcement practices, customer service and productivity.

NOTE: Neighborhood Services have seen increased activity in areas of property inspections, warnings issued and compliance follow ups in their duties to address blighted properties across the city. We continue to strive to be more proactive in our enforcement efforts in addressing both land and structures across the city.

The Neighborhood Services Department will continue to work diligently and explore new methods to improve our efficiency and enforcement techniques. The inspectors as well as the office staff work hard for the citizens of Fort Smith to improve the safety, quality and appearance of all city neighborhoods.

Submitted By:
Shawn Gard
Director of Neighborhood Services Department



MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: November 10, 2025
SUBJECT: Study Session Review for Major Capital Projects

SUMMARY

Director Christina Catsavis submitted the enclosed ordinance requiring all new capital projects greater than \$500,000.00 be presented to the Board of Directors in study session prior to action on the item. This requirement would have applied to four (4) new capital projects in 2024 and five (5) new capital projects in 2025.

The attached ordinance does not apply to projects, improvements, or acquisitions already included in a Capital Improvement Plan approved by the Board of Directors.

Should you have any questions, please let me know.

ATTACHMENTS

1. [20251103_Major_Capital_Projects.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING REQUIREMENTS FOR BOARD STUDY
SESSION REVIEW OF MAJOR CAPITAL PROJECTS PRIOR TO
CONSIDERATION FOR APPROVAL AND FOR OTHER PURPOSES

WHEREAS, the Board of Directors of the City of Fort Smith (“Board”) recognizes the importance of transparency, fiscal responsibility, and public accountability in the review and approval of large capital projects;

WHEREAS, the Board finds that certain projects in recent years have proceeded to a vote without adequate public discussion, comparative analysis, or cost verification, resulting in budget overruns and public concern;

WHEREAS, it is the intent of the Board to ensure that all major capital expenditures are presented and discussed in a public study session prior to formal consideration by the Board, allowing sufficient time for questions, analysis, and community input.

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

SECTION 1: Definitions:

(a) “Major Capital Project” means any new project, improvement, or acquisition with an estimated total cost of \$500,000 or more. Major Capital Project shall not include any project, improvement, or acquisition included in a Capital Improvement Plan approved by the Board of Directors.

(b) “Emergency” means a condition posing an immediate threat to public health, safety, or property requiring urgent action, as determined by the City Administrator and approved by a two-thirds (2/3) vote of the Board of Directors.

SECTION 2: Study Session Requirement and Waiting Period. No ordinance, resolution, or motion authorizing funding, appropriation, or execution of a contract for a Major Capital Project shall be placed on a regular or special meeting agenda for consideration by the Board of Directors until the project has first been presented and discussed in at least one study session meeting, as defined in Fort Smith Municipal Code Section 2-29. No vote on a Major Capital Project shall occur within seven (7) calendar days after the Major Capital Project has been presented at a study session meeting. The City Clerk shall certify compliance with this requirement prior to the scheduling of an item concerning a Major Capital Project.

SECTION 3: Required Presentation Materials. Each presentation of a Major Capital Project shall include the project scope and justification, cost estimates, funding sources, operational impacts, and alternatives considered.

SECTION 4: Exceptions. The requirements of this Ordinance may be waived only in the event of an emergency, as defined above. Any waiver shall be documented in the minutes with written justification provided by the City Administrator and attached to the official record.

SECTION 5: Oversight and Reporting. The Internal Auditor shall annually review compliance with this ordinance and report findings to the Audit Advisory Committee and the Board of Directors.

SECTION 6: Codification. The codifier shall codify the provisions of Sections 1 through 5 above within Chapter 2 of the Fort Smith Municipal Code.

SECTION 7: Emergency Clause. In order to ensure that Major Capital Projects are reviewed and approved in an appropriate fashion, the Board of Directors determines that there is an immediate need for the effectiveness of the provisions of this Ordinance; therefore, an emergency is declared to exist and this Ordinance shall be in full force and effect as of the date of its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

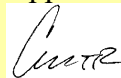
ATTEST:

APPROVED:

City Clerk

Mayor

Approved as to form:





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Maggie Rice, Deputy City Administrator
DATE: November 10, 2025
SUBJECT: Outside Corporate Limits Business Registration Fees

SUMMARY

Conducting business within the corporate limits of Fort Smith requires a business license regardless of the business's primary address or location. At present, all registrants who have never registered a business with Fort Smith are required to obtain a business license, but receive the first year free of any business license fee followed by an annual renewal fee of \$100.00.

In 2024, staff issued 328 business licenses to entities who listed their primary address or location as outside the corporate limits of the City of Fort Smith. Of the 328, 261 paid a renewal fee of \$100.00 and the remaining 67 were first-time registrants and received a business license without paying a fee. This generated \$26,100.00 in revenue.

The enclosed ordinance increases the business license fee for both a first-time registrant and/or renewal without a physical brick-and-mortar presence in Fort Smith to \$500.00. It also eliminates the first-year waiver for such businesses. Based on 2024 activity, the proposed increase would generate an additional \$137,900.00 in business license fee revenue, increasing the \$26,100 amount to a total of \$164,000 in general fund revenue.

Please contact me should you have any questions .

ATTACHMENTS

1. [Ordinance_by_Colby.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 13, ARTICLE III, SECTION 13-62 AND
SECTION 13-69 OF THE FORT SMITH MUNICIPAL CODE REGARDING BUSINESS
LICENSE FEES**

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

SECTION 1: Chapter 13, Article III, Section 13-62 of the Fort Smith Municipal Code is hereby amended to read as follows:

Section 13-62. Definitions.

The term “person” as used herein shall refer to any natural person, sole proprietorship, partnership, corporation, association, firm, or other legal entity which engages in, carries on or follows any trade, business, vocation, profession or calling within the city, except such persons who are exempt from payment of occupation taxes and licensing procedures by the laws of the state or the laws of the United States.

The term “non-city registrant” as used herein shall refer to any person, as defined above, who does not maintain a place of business within the city limits of Fort Smith.

SECTION 2: Chapter 13, Article III, Section 13-69 of the Fort Smith Municipal Code is hereby amended to read as follows:

Section 13-69. Fees and Additional Penalties.

Each registering person shall be charged an annual fee of one hundred dollars (\$100.00). Each non-city registrant shall be charged an annual fee of five hundred dollars (\$500.00). Except with respect to a non-city registrant, the registration fee shall be waived for the first year of application for any person who had not previously engaged in, carried on or followed any trade, business, vocation, profession or calling in the city. A penalty of fifty dollars (\$50.00) shall be charged for any registration not completed within the required thirty (30) day period but within thirty (30) days thereof, and a penalty of one hundred dollars (\$100.00) shall be charged for any registration not completed until after sixty (60) days from the times established by section 13-65.

SECTION 3: All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed on the effective date of this Ordinance

SECTION 4: This ordinance shall be in full force and in effect as of January 1, 2026.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

ATTEST:

APPROVED:

City Clerk

Mayor

Approved as to form:



City Attorney
Publish One Time



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: November 13, 2025
SUBJECT: Proposed revision, Sec. 25-278 Determination of Charges

SUMMARY

Staff is proposing to revise Section 35-279 of the Fort Smith Municipal Code to update the service rates and charges for the Solid Waste Services Department. The necessity for doing so was made evident in a report and Study Session presentation from SloanVazquezMcAfee (SVM) in September. This report demonstrated that the rates which were last changed in 2020 are inadequate to the cover increasing cost of providing services driven by a greater than 25% increase in the Consumer Price Index as well as increased level of service and increased non-departmental requirements.

The SVM report showed that the city's average cost of providing landfill services is \$47.10 per ton of trash disposed at the landfill, \$23.49/month for residential service with weekly collection of trash, recycling and yard waste (the current level of service), and \$6.55/cubic yard for commercial service. The report also suggested a number of ancillary services that could be added to boost revenue or reduce cost.

The Solid Waste Services Department funds all operations from combined service revenues, as well as sinking fund savings for future capital equipment needs and landfill construction/closure requirements, plus related City Policy, Administration, Management and Neighborhood Services functions.

Residential Service

In subsection (c), Residential Collection Services, staff proposes **no change** to the \$15.89 monthly residential service rate that has been in effect since January 1, 2022. It is important to note that the cost per household of weekly trash pickup and disposal alone is currently \$17.42/month. The residential service will continue to be supported by other department revenues. As the SVM report noted, Fort Smith's residential rate is the lowest among 17 cities surveyed in Arkansas and eastern Oklahoma, and well below the \$24.03 per month average.

We propose **no change** to existing residential bulky pickup "Dial-A-Truck" service, brush collection service, or replacement residential cart charges. We are adding a Dial-A-Truck option for a 3 cubic-yard debris bag service in which the bag will be provided and picked up at the customer's convenience for a flat charge including disposal.

Return Service for a missed pickup due to error on the part of the collection crew will continue to be made at no charge. We propose adding an optional \$15.00 Return Service charge to empty carts that were unable to be picked up on their scheduled service day because the carts were not set out, inaccessible, or had trash in the recycling or yard waste cart to partially cover the Department's cost for the additional service. Without such an option, Return Service is sometimes assumed to be "free" by customers, but it is very costly for the Department to send a truck and crew to pick up individual locations that are not on that day's routes. Additional service requested after the day following scheduled collection, which usually requires a longer trip across town for the truck and crew, will be offered for \$25.00.

Landfill Service

In subsection (b), Landfill and Disposal Services, staff proposes **increasing the landfill gate rate** for trash disposal from current \$36.00/ton to \$50.00/ton, plus applicable fees and sales tax, with a half-ton minimum. We propose increasing asbestos disposal to \$120.00/cubic yard, waste requiring any sort of special handling to \$60.00/ton, pull-off service to \$50.00 per vehicle, and non-resident/commercial compost purchase to \$40.00/cubic yard, to help cover our costs for those ancillary services. The resident rate for compost would remain unchanged at \$10.00/cubic yard. Current local retail pricing for similar compost is \$70/cubic yard or more.

Staff proposes no change to the Fort Smith resident discount landfill rate for disposal of up to 2 cubic yards of waste (one level pickup load) for \$10.00 plus fees and sales tax. We plan to offer the resident discount every day instead of the current single Saturday each month. This will be more convenient for residents and benefit the landfill operation by spreading out resident traffic, with no anticipated financial impact.

Commercial/Industrial Service

In subsection (d), Commercial collection services, staff proposes container size and pickup service rate increases commensurate with the SVM study, which will continue to allow the Department to offer competitive commercial and industrial services to the City and surrounding communities while improving revenue a modest amount. We also propose adding several ancillary services and associated charges, such as return/extra service, custom container modifications, custom compactor installations, and container cleaning, which have previously not been offered or sometimes performed at no charge.

CPI Adjustment

For Landfill disposal and Commercial/Industrial service rates, staff proposes an annual adjustment equal to the U.S. Bureau of Labor Statistics Consumer Price Index for trash collection services for the most recent 12 months, to ensure those rates continue to generate enough revenue to cover the Department's obligations. The adjustments would take effect on January 1 of each year (starting in 2027) and be published on the City website one month in advance. The language provides that the adjustment would be either the calculated CPI adjustment or 5%, whichever is less, thereby capping the potential annual adjustment to no more than 5%. A similar annual CPI adjustment is included in many private-sector multi-year service contracts. This CPI adjustment would not apply to residential service rates.

The attached rate option table shows that the proposed adjustments would generate an estimated \$3,753,100 in additional revenue for solid waste services, and it is understood that a portion of this revenue may be used to supplement appropriate general fund operations. A redline version of the ordinance language is also attached for your review and comparison.

We look forward to addressing any comments or questions you may have.

ATTACHMENTS

1. [20251110_Ordinance_Amending_Section_25-278.pdf](#)
2. [20251110_Rate Ordinance Redline DRAFT.pdf](#)
3. [Rate_option_table_11-25-1.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 25-278 OF THE FORT SMITH
MUNICIPAL CODE REGARDING CHARGES FOR SOLID WASTE SERVICES

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

SECTION 1: Section 25-278 of the Fort Smith Municipal Code is amended to read as follows:

Sec. 25-278. Determination of charges.

- (a) The charges for the Fort Smith Landfill, residential sanitation services, commercial sanitation services, industrial sanitation services and related services provided by the City of Fort Smith Department of Solid Waste Services as set forth in the following sections are hereby adopted effective January 1, 2026.
- (b) *Landfill and disposal services.* Subject to all applicable fees, sales taxes and the provisions of this subsection (b), the following charges are established for the Fort Smith Landfill:
 - (1) All accepted waste, except asbestos, waste requiring special handling, and separated yard waste (defined as grass, leaves, and tree and shrubbery trimmings suitable for composting):
 - a. Tonnage rate: \$50.00 per ton.
 - b. Minimum charge, all vehicles: \$25.00.
 - (2) The charge for up to the equivalent amount of trash that would occupy a level full-sized pickup truck (approximately two cubic yards) shall be accepted at the flat rate of \$10.00 plus applicable fees and taxes, provided that the origin of the waste is within the city limits of Fort Smith and at least one occupant of the vehicle is from a location within the City of Fort Smith with a residential solid waste service account in good standing with the City of Fort Smith.
 - (3) The City Administrator or his/her designated representatives may negotiate landfill tonnage rates in order to obtain an efficient flow of waste to the City of Fort Smith Landfill.
 - (4) All separated yard waste, regardless of source, shall be charged by the ton at a rate equivalent to the then-current tonnage rate for the disposal of accepted waste, as set forth in subsection (b)(1), above.
 - (5) All asbestos, regardless of source: \$120.00 per cubic yard.
 - (6) Waste requiring special handling: \$60.00 per ton.
 - (7) Uncontaminated soil and aggregate: no charge.
 - (8) Pull-off service: \$50.00.
 - (9) All finished compost product produced at the Fort Smith Landfill shall be sold at a cost of \$10.00 per cubic yard to Fort Smith residents upon verification of a residential solid waste service account with the City of Fort Smith. A recent bill, or copy/image of same, matching a valid personal identification shall suffice as verification. Compost sold to non-residents or commercial entities shall be sold at \$40.00 per cubic yard.
 - (10) The charges for Landfill disposal services set forth in subsections (b)(1), (2), (4), (5), (6) and (7) above shall be adjusted annually, effective on January 1 of each year, to reflect the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), "Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted," for the most recent 12-month period available on November 1, or by 5%, whichever is less. Rates for the coming year will be published on the city website by December 1.

- (c) *Residential collection services.* The city will collect, haul, and dispose of residential trash once per week. Recyclables and yard waste will be collected, hauled, and disposed of according to a schedule determined by the City Administrator or his/her designee. The following rates are established for residential solid waste services:
- (1) Residential service rates per month for each single-family dwelling unit:
 - a. Residential rate: \$15.89 plus sales tax
 - (2) *Return service ("Troubleshooter").* Return service to residential accounts will be offered as follows:
 - a. Missed pickup: residential locations at which collections were missed due to no fault of the customer, when the cart was available and accessible by 7 a.m. on the scheduled collection day, will receive return service at no charge within one business day of request, provided the request is made by 3:00 p.m. the next business day following the missed collection.
 - b. If collection was not possible on the scheduled collection day because the cart was not available and accessible (including, but not limited to, cart not at the curb by 7 a.m., blocked by a parked vehicle or low tree branches, items stacked on top of or next to the cart, more than 2 feet behind the curb, less than 3 feet from a fixed object such as a mailbox, a recycling or yard waste cart containing trash, etc.), or requested for any other reason, the customer shall be offered return service within one business day for \$15.00 plus sales tax, provided the request for return service is made by 3:00 p.m. the next business following the scheduled collection day.
 - c. If a return service request, under subsections (a) or (b) above, is made after 3:00 p.m. the business day following scheduled collection day, return service will be offered for \$25.00 plus sales tax.
 - (3) *Dial-A-Truck service.* Residential customers are entitled to pickup of up to five bulky items free of charge no more than one time every three months. Bulky items are defined as large household items including, but not limited to, appliances, beds, couches, tables, chairs, carpet, mattresses, lawn mowers and outdoor grills. If a customer has more than five items to be collected, or if more than one collection per quarter is requested, additional collection may be provided for an additional fee. Fees for such additional collection will be based on the number of items to be collected, as follows:
 - a. 1-5 items: \$60.00 flat fee, plus applicable sales tax
 - b. 6-10 items: \$120.00 flat fee, plus sales tax
 - c. More than 10 items (limited to the capacity of a single truck): \$180.00 flat fee, plus sales tax
 - d. 3 cubic yard debris bag including pickup and disposal: \$200.00 flat fee, plus sales tax
 - (4) *Brush collection service.* Customers may request brush collection services for bulk brush collection where bagging, boxing, or tagging for regular yard waste collection is not feasible. Such service will be provided at an additional fee. If such service is requested, all material must be collected from the curbside or public right-of-way. All tree trunks or branches must be in sections of less than eight feet long and less than one foot in diameter. The city will not collect yard waste debris that results from a commercial tree trimmer or landscaper with this program. Upon request to use this program, a department supervisor will visit the customer and estimate the volume of the material to be collected. Fees for service will be based on the volume to be collected, as follows:
 - a. 0-10 cubic yards: \$60.00 flat fee, plus applicable sales tax
 - b. 11-20 cubic yards: \$120.00 flat fee, plus sales tax
 - c. More than 20 cubic yards (limited to the capacity of a single truck): \$180.00 flat fee, plus sales tax
 - (5) Residential customers eligible for and participating in the *Utility Assistance Program* shall be afforded the discount currently specified in the City of Fort Smith Municipal Code Section 25-99.

- (6) Residential customers shall be provided one city-owned 95-gallon refuse cart without additional charge. Additional refuse carts may be provided at the customer's request. Additional refuse carts shall result in a charge of \$10.00 per cart per month.
 - (7) Residential customers are eligible to receive one city-owned recycle cart without additional charge, upon request to the Department of Solid Waste Services. Recycle carts may be available in 65-gallon or 95-gallon sizes, depending on availability, and will be delivered to the customer upon request. Empty and dry household cardboard, paper, designated plastic containers, aluminum cans, and tin cans may be comingled in the cart for recycling.
 - (8) Residential customers are eligible to receive one city-owned yard waste cart without additional charge, upon request to the Department of Solid Waste Services. Lawn clippings, shrubbery and tree trimmings may be placed in the cart to be recycled in the Department's compost program.
 - (9) If a refuse, recycle, or yard waste cart(s) is damaged as a result of customer neglect or misuse (e.g. dumping hot ashes, punctures, etc.), the customer shall be charged cart replacement costs of \$70.00 for a 65-gallon cart and \$90.00 for a 95-gallon cart.
 - (10) The Department of Solid Waste Services is authorized to offer cleanup events up to four dates per calendar year, during which Fort Smith residents may drop off residential waste at convenient locations in the city at no charge. Proof of Fort Smith residency may be required. No commercial waste will be accepted at these events.
- (d) *Commercial collection services.* The city provides commercial front load and rear load service to businesses both inside and outside city limits. The city offers waste containers ranging from two cubic yards (2CY) to eight cubic yards (8CY). The city provides such services Monday through Saturday, with the exception of city-observed holidays. The following charges are established for home occupation, home accessory and commercial services, subject to the authority delegated by subsection (d) (11):
- (1) *Home occupation and home accessory charges.* Each residential home occupation or home accessory use, as defined by the city's Municipal Code, shall be classified as residential and billed according to the residential rate structure of subsection (c), provided that the waste produced by the use is similar to residential solid waste and does not contain construction materials, commercial or industrial waste, hazardous waste, or any other type of prohibited waste. As a residential user, the user shall be eligible for the city's Project Concern program.
 - (2) *Commercial cart charges.* Each commercial establishment shall be charged a minimum charge of \$25.85. per month for the first 160 gallons per week. An additional charge of \$25.85 per month for each additional 160 gallons (or part thereof) per week shall be made. All charges are subject to applicable sales taxes.
 - (3) *Commercial container system charges.* Each commercial establishment using the city container system for the collection of commercial garbage and trash shall pay for emptying of same according to the following schedule (subject to applicable sales tax):

Container Size	Charge per Cubic Yard per pickup
2 cubic yards	\$7.53
4 cubic yards	\$6.55
6 cubic yards	\$5.94
8 cubic yards	\$5.33
in no case shall the charge be less than \$ 5.33 per cubic yard of loose trash	

Numbers of Containers at same location	Discount Per Cubic Yard
1-2	none

3-5	\$0.54
6 or more	\$0.80

Pick-ups per Week	Discount per Cubic Yard
1-2	none
3	\$0.12
4	\$0.26
5	\$0.38
6	\$0.54

- (4) *Special collection service charge.* Commercial container customers that require collection of items that will not fit into a commercial container (excluding construction debris or carpeting) may request a special collection service at an additional charge. Charges for such special collection service shall be calculated per item based on the following schedule:
- 1-5 items: \$120.00 flat charge, plus applicable sales tax
 - 6-10: \$240.00 flat charge, plus sales tax
 - More than 10 items: \$360.00 flat charge, plus sales tax
(limited to the capacity of a single truck)
- (5) *Industrial roll-off container system charges.* The charge to customers who utilize the city's roll-off containers are established as follows:
- If originating from within Sebastian County, customers shall be charged both a haul charge and a landfill charge based on the following:
 - Haul charge: \$200.00 plus applicable sales tax
 - A landfill charge as determined by the tonnage rate then in effect as determined by subsection (b) of this Section, plus any applicable fees and taxes, multiplied by the number of tons of the load.
 - Customers within Sebastian County serviced on a one-time or infrequent basis shall be charged based on the following rates, plus any charges noted in subsection (b) of this Section that apply based on the Department's estimated tonnage for that size of box. Said payment is due upon setting the box, according to the following schedule:
 - 20 cubic yards: \$400.00 plus applicable fees & sales tax
 - 30 cubic yards: \$500.00 plus applicable fees & sales tax
 - 40 cubic yards: \$550.00 plus applicable fees & sales tax
 - If originating from outside of Sebastian County, customers shall be charged both a haul charge and a landfill charge based on the following:
 - Haul charge: \$250.00 plus applicable sales tax
 - A landfill charge as determined by the tonnage rate then in effect as determined by subsection (b) of this Section, plus any applicable fees and taxes, multiplied by the number of tons of the load.
 - Customers outside of Sebastian County serviced on a one-time or infrequent basis shall be charged based on the following rates, plus any charges noted in subsection (b) of this Section that apply based on the department's estimated tonnage for that size of box. Said payment is due upon setting the box, according to the following schedule:

1. 20 cubic yards: \$425.00 plus applicable fees & sales tax
 2. 30 cubic yards: \$510.00 plus applicable fees & sales tax
 3. 40 cubic yards: \$560.00 plus applicable fees & sales tax
- (6) *Haul rate.* Roll-off customers where the waste is not disposed of at the Fort Smith Landfill but at an approved location, shall be charged \$250.00 per haul plus the disposal charge, if any, charged at the place of disposal for loads originating in Sebastian County, and \$235.00 per haul plus the disposal charge, if any, charged at the place of disposal for loads originating outside of Sebastian County.
- (7) *Swap out.* Industrial roll-off customers that have multiple roll-off containers and request moving of a roll-off container from one location to another on the same property shall be charged \$90.00 per move.
- (8) *Lease of compactors.* Due to the customized nature of compactor equipment, monthly lease rates shall be determined by dividing the total cost of purchase, modification and installation of the compactor, including parts and labor, by the number of months in the lease term. The resulting monthly lease charge, plus applicable fees and taxes, shall be billed to the customer's account for the duration of the lease.
- (9) Other charges.
- a. Return Service: Collections missed when the container was available and accessible on the scheduled collection day will receive return service at no charge within one business day of request, if the request is made by 12:00 p.m. the following business day. If collection was not possible because the container was not available and accessible on the scheduled collection day (including, but not limited to, container not at the curb or designated location, blocked access, container overfilled or overloaded, etc.) or requested for any other reason, the customer shall be scheduled for an extra service at the current applicable rate.
 - b. *Custom container modifications and repairs:* Customizations or repairs required due to customer needs or damage will be billed to the customer at actual cost (including materials and labor) plus 15%, plus sales tax.
 - c. *Container cleaning.* In general, it is the customer's responsibility to maintain the cleanliness of the provided waste container. At the discretion of the Department, container cleaning may be offered for \$60 plus sales tax per cleaning, maximum twice per year per customer.
- (10) Commercial service rates and charges set forth herein shall be adjusted annually, effective on January 1 of each year, to reflect the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), "Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted," for the most recent 12-month period available on November 1, or by 5%, whichever is less. Rates for the coming year will be published on the city website by December 1.
- (11) The City Administrator or his/her designated representative may negotiate rates for commercial container and roll-off system charges. The rates authorized to be set administratively by this section shall be set by the Administrator or his/her designated agent in order to preserve the customer base of the City of Fort Smith Commercial or Industrial Collection division and the flow of waste to the City of Fort Smith Landfill. Provided, in no event shall such rates be set at an amount in excess of the commercial container and roll-off system charges provided in this section.
- (e) Any fees imposed by the State of Arkansas, Sebastian County or any Solid Waste Management District and paid by the city shall be added to the charges of the city set forth in this Section.
- (f) All rates and charges to be paid to the city by every person for the collection, hauling and disposing of solid waste may be used to fund any city service related to the health and sanitation of the community, including maintaining a sanitary environment through neighborhood services, animal control services, or any other related service as determined by the board of directors.

- (g) It shall be unlawful for any person, either directly or through others, to offer any services or deliver solid waste for disposal at the Fort Smith Landfill without paying the charges established by this Section, except as authorized herein. Any person violating any provision of this Section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to the penalties set forth in Section 1-8 of the Fort Smith Municipal Code.
- (h) In addition to the criminal sanctions provided in subsection (g) above, any person committing any act made unlawful by subsection (g) may be prohibited from disposing of solid waste at the Fort Smith Landfill for a period of time determined by the City Administrator following a due process hearing, conducted by the City Administrator or his/her designated agent.

SECTION 2: All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed on the effective date of this Ordinance

SECTION 3: This ordinance shall be in full force and in effect as of January 1, 2026.

Passed and approved this ____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney
Publish One Time

Sec. 25-278. Determination of charges.

(a) The charges for the Fort Smith Landfill, residential sanitation services, commercial sanitation services, industrial sanitation services and related services provided by the City of Fort Smith Department of Solid Waste Services as set forth in the following sections are hereby adopted effective ~~October 1, 2020~~January 1, 2026.

(b) *Landfill and disposal services.* Subject to all applicable fees, sales taxes and the provisions of subsection (b), the following charges are established for the Fort Smith Landfill ~~as of the date indicated:~~

(1) All accepted waste, except asbestos, waste requiring special handling, and separated yard waste (defined as grass, leaves, and tree and shrubbery trimmings suitable for composting):

a. Tonnage rate: ~~\$36.00~~\$50.00 per ton, ~~subject to a \$20.00 minimum~~

b. ~~Pickup Trucks: \$20.00 per truck~~Minimum charge, all vehicles: \$25.00.

~~c. All incoming vehicles except pickup trucks and small trucks (up to and including 1-ton rated vehicles) will be charged the tonnage rate.~~

(2) ~~On the first Saturday of each month, the~~The charge for up to the equivalent amount of trash that would occupy a level full-sized pickup truck (approximately two cubic yards) shall be accepted at the flat rate of \$10.00 plus applicable fees and taxes, provided that the origin of the waste is within the city limits of Fort Smith and at least one occupant of the vehicle is from a location within the City of Fort Smith with a residential solid waste service account in good standing with the City of Fort Smith.

(3) The ~~City~~Administrator or his/her designated representatives may negotiate landfill tonnage rates in order to obtain an efficient flow of waste to the City of Fort Smith Landfill.

(4) All separated yard waste, regardless of source, shall be charged by the ton at a rate equivalent to the then-current tonnage rate for the disposal of accepted waste, as set forth in subsection (b)(1), above~~trash, separated~~

(5) All asbestos, regardless of source: ~~\$100~~\$120.00 per cubic yard.

(6) Waste requiring special handling: \$60.00 per ton.

(7) Uncontaminated soil and aggregate: no charge.

(8) Pull-off service: \$50.00.

~~(9)~~(6) All finished compost product produced at the Fort Smith Landfill shall be sold at a cost of \$10.00 per cubic yard to Fort Smith residents upon verification of a residential solid waste service account with the City of Fort Smith. A recent bill, or copy/image of same, matching a valid personal identification shall suffice as verification. Compost sold to non-residents or commercial entities shall be sold at ~~\$15.00~~\$40.00 per cubic yard. ~~The charges for and disposal services set forth in subsections (b)(1), (2), (4), (5), (6) and (7) above.~~

(10) The charges for Landfill disposal services set forth in subsections (b)(1), (2), (4), (5), (6) and (7) above shall be adjusted annually, effective on January 1 of each year, to reflect the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), "Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted," for the most recent 12-month period available on November 1, or by 5%, whichever is less. Rates for the coming year will be published on the city website by December 1.

Commented [CTR1]: Do we have a section that identifies "accepted waste?"

Commented [DM2R1]: No, "accepted waste" is defined by state law 8 CAR § 60-101 and our landfill permit.

Commented [DM3]: No change to resident compost price. Non-resident/commercial compost price is increased to preserve access for residents while ensuring we continue to sell all production; at current pricing we sometimes run out of compost to sell to residents. Current local retail compost pricing is \$70+ per cubic yard.

(c) *Residential collection services.* The city will collect, haul, and dispose of residential ~~garbage/trash one time once~~ per week. Recyclables and yard waste will be collected, hauled, and disposed of ~~every other week~~, according to a schedule determined by the ~~eCity~~ ~~at~~ administrator or his/her designee. The following rates are established for residential solid waste services:

(1) Residential ~~service rates charges~~, per month for each single-family dwelling unit:

a. ~~Residential charges effective October 1, 2020: \$14.59 plus sales tax~~

~~ab.~~ Residential ~~rates charges effective January 1, 2022: \$15.89 plus sales tax~~ ~~rate rate w~~

(2) *Return service ("Troubleshooter").* Return service to residential accounts will be offered as follows:

a. ~~Missed pickup: residential locations at which collections were missed due to no fault of the customer, when the cart was available and accessible by 7 a.m. on the scheduled collection day, will receive return service at no charge within one business day of request, provided if the request is made by 3:00 p.m. the next business day following the missed collection.~~

b. ~~If collection was not possible on the scheduled collection day because the cart was not available and accessible (including, but not limited to, cart not at the curb by 7 a.m., blocked by a parked vehicle or low tree branches, items stacked on top of or next to the cart, more than 2 feet behind the curb, less than 3 feet from a fixed object such as a mailbox, a recycling or yard waste cart containing trash, etc.), or requested for any other reason, the customer shall be offered return service within one business day for \$15.00 plus sales tax, provided if the request for return service is made by 3:00 p.m. the next business following the scheduled collection day.~~

c. ~~If a return service request, under subsections (a) or (b) above, is made ed after 3:00 p.m. the business day following scheduled collection day, return service will be offered for \$25.00 plus sales tax.~~

(3) *Dial-A-Truck service.* Residential customers are entitled to pickup of up to five bulky items free of charge no more than one time every three months. Bulky items are defined as large household items including, but not limited to, appliances, ~~beds~~, couches, tables, chairs, carpet, mattresses, lawn mowers and outdoor grills. If a customer has more than five items to be collected, or if more than one collection per quarter is requested, additional collection may be provided for an additional fee. Fees for such additional collection will be based on the number of items to be collected, as follows:

a. ~~1-5 items: \$60.00 flat fee, plus applicable sales tax~~

b. ~~6-10 items: \$120.00 flat fee, plus sales tax~~

c. ~~More than 10 items (limited to the capacity of a single truck): \$180.00 flat fee, plus sales tax~~

d. ~~3 cubic yard debris bag including pickup and disposal: \$200.00 flat fee, plus sales tax~~

(4) *Brush collection service.* Customers may request brush collection services for bulk brush collection where bagging, boxing, or tagging for regular yard waste collection is not feasible. Such service will be provided at an additional fee. If such service is requested, all material must be collected from the curbside or public right-of-way. All tree trunks or branches must be in sections of less than eight feet long and less than one foot in diameter. The city will not collect yard waste debris that results from a commercial tree trimmer or landscaper with this program. Upon request to use this program, a department supervisor will visit the customer and estimate the volume of the material to be collected. Fees for service will be based on the volume to be collected, as follows:

a. ~~0-10 cubic yards: \$60.00 flat fee, plus applicable sales tax~~

b. ~~11-20 cubic yards: \$120.00 flat fee, plus sales tax~~

c. ~~Greater-More~~ than 20 cubic yards (limited to the capacity of a single truck): ~~\$180.00 flat fee, plus sales tax~~

Commented [CTR4]: I changed to rates because rates was used above. You may wish to make every reference charges.

Commented [DM5R4]: Agree. We need to use consistent terminology.

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Commented [DM6]: The Return Service charge is included to provide a means to accept requests from customers who did not have their carts out and accessible on trash day or need an extra pickup between scheduled trash days. The charge is a fraction of the actual cost of providing the service.

Commented [CTR7]: Would this \$25.00 fee apply to a return service request for a missed collection made after noon the following business day?

Commented [DM8R7]: Yes. Timely notice is important so our truck can return the same or next day, while still working in the same or adjacent quadrant of the city, to save time and cost.

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Commented [DM9]: No change to residential Dial-A-Truck or brush collection charges.

Commented [DM10]: A potential new residential service similar to WM "Bagster" offered in other markets.

(45) Residential customers eligible for and participating in the Utility Assistance Program shall be charged ~~81 percent of the residential solid waste rates which would otherwise be paid by such customer as approved~~ the discount currently specified in the City of Fort Smith Municipal Code Section 25-99. ~~The program rates shall be:~~

a. ~~Monthly solid waste fee \$11.82 (effective October 1, 2020), plus sales tax~~

b. ~~Monthly solid waste fee \$12.87 (effective January 1, 2022), plus sales tax per month for each single family dwelling unit that qualifies for participation.~~

(56) Residential customers shall be provided one city-owned 95-gallon refuse cart without additional charge. Additional refuse carts may be provided at the customer's request. ~~but an additional refuse cart shall result in a charge of \$10.00 per cart per month. The third and up to fifth cart shall result in an additional charge of \$15.00 per cart per month.~~

(67) ~~All~~ Residential customers are eligible to receive one city-owned recycle cart without additional charge, upon request to the ~~Department of Solid Waste Services~~ Department of Solid Waste Services. Recycle carts may be available in 65-gallon or 95-gallon sizes, depending on availability, and will be delivered to the customer upon request. ~~All Empty and dry household cardboard, paper, designated plastic containers, aluminum cans, and tin cans can may be comingled in the cart for recycling, which will be collected every other week. A r~~

(8) Residential customers are eligible to receive one city-owned yard waste cart without additional charge, upon request to the Department of Solid Waste Services. Lawn clippings, and shrubbery and tree trimmings may be placed in the cart to be recycled in the Department's compost program.

(79) If a refuse ~~or~~ recycle or yard waste cart(s) is damaged as a result of customer neglect or misuse (e.g. dumping hot ashes, punctures, etc.), the customer shall be charged cart replacement costs of \$70.00 for a 65-gallon cart and \$90.00 for a 95-gallon cart.

(10) The Department of Solid Waste Services is authorized to offer cleanup events up to four dates per calendar year, during which Fort Smith residents may drop off residential waste at convenient locations in the city at no charge. Proof of Fort Smith residency may be required. No commercial waste will be accepted at these events.

(d) *Commercial collection services.* The city provides commercial front load and rear load service to businesses both inside and outside city limits. The city offers waste containers ranging from two cubic yards (2CY) to eight cubic yards (8CY). The city provides such services Monday through Saturday, with the exception of city-observed holidays. The following ~~rates-charges~~ are established for home occupation, home accessory and commercial services, subject to the authority delegated by subsection (119):

(1) *Home occupation and home accessory charges.* Each residential home occupation or home accessory use, as defined by the city's Municipal Code, shall be classified as residential and billed according to the residential rate structure of this subsection (c), provided that the waste produced by the use is similar to residential solid waste and does not contain construction materials, commercial or industrial waste, hazardous waste, or any other type of prohibited waste. As a residential user, the user shall be eligible for the city's ~~P~~roject ~~C~~oncern program.

(2) *Commercial cart charges.* Each commercial establishment shall be charged a minimum ~~fee-charge~~ of \$25.85 per month, ~~so long as the refuse bulk does not exceed for the first~~ 160 gallons per week. An additional charge of ~~\$20.96~~ \$25.85 per month for each additional 160 gallons (or part thereof) per week shall be made. All ~~fees-charges~~ are subject to applicable sales taxes.

(3) *Commercial container system charges.* Each commercial establishment using the city container system for the collection of commercial garbage and trash shall pay for emptying of same according to the following schedule (subject to applicable sales tax):

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Commented [DM11]: Updated to bring this Section in line with Sec. 25-99 which requires a 25% UAP trash discount for participants.

Commented [DM12]: Residential yard waste carts and collection have already been provided but were not included in the ordinance. State law prohibits disposal of yard waste in landfills, except for "fugitive amounts" too small to justify separate collection and handling. Separate collection facilitates this material being recycled through composting.

Commented [DM13]: Cleanup event clause added to authorize no-charge disposal for residents, and define the circumstances under which it may be offered.

Commented [DM14]: The term "fees" has been replaced with "charges" where needed to consistently differentiate between Department charges for service, and state fees and taxes added to our service charge at billing.

Container Size	Charge per Cubic Yard per pickup
2 cubic yards	\$6.11 <u>7.53</u>
4 cubic yards	\$5.29 <u>6.55</u>
6 cubic yards	\$4.82 <u>5.94</u>
8 cubic yards	\$4.32 <u>5.33</u>
in no case event shall the charge be less than \$4.32 <u>5.33</u> per cubic yard of loose trash	

Numbers of Containers at same location	Discount Per Cubic Yard Cubic Yard
One or two <u>1-2</u>	none
3-5	\$0.54
6 or more	\$0.80

Pick-ups per Week	Discount per Cubic Yard Cubic Yard
One <u>1-2</u>	none
3 <u>Two</u>	\$0.12 <u>none</u>
4 <u>Three</u>	\$0.26 <u>\$0.12</u>
5 <u>Four</u>	\$0.38 <u>\$0.26</u>
6 <u>Five</u>	\$0.54 <u>\$0.38</u>
Six	\$0.54

- (4) *Special collection service ~~charge~~fee.* Commercial container customers that require collection of items that will not fit into a commercial container (excluding construction debris or carpeting) may request a special collection service at an additional ~~charge~~fee. ~~Charges~~Fees for such special collection service shall be calculated per item based on the following schedule:

- ~~1-5~~ items: ~~\$60.00-120.00~~ flat ~~charge~~fee, plus applicable sales tax
- ~~6-10~~: ~~\$120.00-240.00~~ flat ~~charge~~fee, plus sales tax
- More than 10 items: ~~\$180.00-360.00~~ flat ~~charge~~fee, plus sales tax
(limited to the capacity of a single truck)

- (5) *Industrial roll-off container system charges.* The charge to customers who utilize the city's roll-off containers are established as follows:

- If originating from within Sebastian County, customers shall be charged both a haul ~~fee~~charge and a landfill ~~fee~~charge based on the following:
 - Haul ~~charge~~fee: ~~\$160.00-200.00~~ plus applicable sales tax
 - A landfill ~~charge~~fee as determined by the tonnage rate then in effect as determined by ~~subsection (b)~~ of this ~~s~~Section, plus any applicable fees and taxes, multiplied by the number of tons of the load.

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Commented [CTR15]: I assume this should be \$0.54 instead of \$.054.

Commented [DM16R15]: Yes, thanks.

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Commented [CTR17]: Is this referring to the 400, 500, 550 charges below?

Commented [DM18R17]: No, this is referring to Landfill and Disposal Services in the second subsection, (b), on the first page of this Section.

b. Customers within Sebastian County serviced on a one-time or infrequent basis shall be charged based on the following rates, plus any ~~fees~~ ~~charges~~ noted in subsection (b) that apply based on the Department's estimated tonnage for that size of box. Said payment is due upon setting the box, according to the following schedule:

1. 20 cubic yards: ~~\$325.00~~ 400.00 plus applicable fees & sales tax
2. 30 cubic yards: ~~\$400.00~~ 500.00 plus applicable fees & sales tax
3. 40 cubic yards: ~~\$450.00~~ 550.00 plus applicable fees & sales tax

c. If originating from outside of Sebastian County, customers shall be charged both a haul ~~fee~~ ~~charge~~ and a landfill ~~fee~~ ~~charge~~ based on the following:

1. Haul ~~charge~~ ~~fee~~: ~~\$200.00~~ 250.00 plus applicable sales tax
2. A landfill ~~fee~~ ~~charge~~ as determined by the tonnage rate then in effect as determined by ~~Section 2 subsection (b)~~ of this ~~ordinance~~ Section, plus any applicable fees and taxes, multiplied by the number of tons of the load.

d. Customers outside of Sebastian County serviced on a one-time or infrequent basis shall be charged based on the following rates, plus any ~~fees~~ ~~charges~~ noted in subsection (b) of this ~~Section~~ that apply based on the department's estimated tonnage for that size of box. Said payment is due upon setting the box, according to the following schedule:

1. 20 cubic yards: ~~\$350.00~~ 425.00 plus applicable fees & sales tax
2. 30 cubic yards: ~~\$410.00~~ 510.00 plus applicable fees & sales tax
3. 40 cubic yards: ~~\$470.00~~ 560.00 plus applicable fees & sales tax

(6) *Haul rate.* Roll-off customers where the waste is not disposed of at the Fort Smith Landfill but at an approved location, shall be charged ~~\$160.00~~ 250.00 per haul plus the disposal ~~fee~~ ~~charge~~, if any, charged at the place of disposal for loads originating in Sebastian County, and ~~\$190.00~~ 235.00 per haul plus the disposal ~~fee~~ ~~charge~~, if any, charged at the place of disposal for loads originating outside of Sebastian County.

(7) *Swap out.* Industrial roll-off customers that have multiple roll-off containers and request moving of a roll-off container from one location to another on ~~its~~ the same property shall be charged ~~\$70.00~~ 90.00 per move.

(8) —

(8) *Lease of compactors.* ~~Compactors may be leased from the City of Fort Smith based on the following rates: Due to the customized nature of compactor equipment, monthly lease rates shall be determined by dividing the total cost of purchase, modification and installation of the compactor, including parts and labor, by the number of months in the lease term. The resulting monthly lease charge, plus applicable fees and taxes, shall be billed to the customer's account for the duration of the lease.~~

~~Two yard dock mount~~ ~~\$250.00~~ 310.00 per month

~~Two yard through the wall~~ ~~\$275.00~~ 340 per month

~~Four yard dock mount~~ ~~\$350.00~~ 435 per month

~~Four yard through the wall~~ ~~\$350.00~~ 435 per month

~~30 Yard (or larger) self contained dock mount~~ ~~\$400.00~~ 500.00 per month

~~30 Yard (or larger) self contained through the wall~~ ~~\$400.00~~ 500.00 per month

Commented [CTR19]: Is this referring to the 400, 500, 550 charges in this section?

Commented [DM20R19]: No, this is referring to Landfill and Disposal Services in the second subsection, (b), on the first page of this Section.

Commented [CTR21]: Let's discuss – I having a hard time following this.

Commented [DM22R21]: Discussed and finalized.

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(9) Other charges.

a. Return Service: Collections missed when the container was available and accessible on the scheduled collection day will receive return service at no charge within one business day of request, if the request is made by 12:00 p.m. ~~noon~~ the following business day. If collection was not possible because the container was not available and accessible on the scheduled collection day (including, but not limited to, container not at the curb or designated location, blocked access, container overfilled or overloaded, etc.) or requested for any other reason, the customer shall be scheduled for an extra service at the current applicable rate.

b. Custom container modifications and repairs: Customizations or repairs required due to customer needs or damage will be billed to the customer at actual cost (including materials and labor) plus 15%, plus sales tax.

c. Container cleaning. In general, it is the customer's responsibility to maintain the cleanliness of the provided waste container. At the discretion of the Department, container cleaning may be offered for \$60 plus sales tax per cleaning, maximum twice per year per customer.

Commented [DM23]: Subsection added to provide a mechanism for covering the costs of ancillary commercial services which were previously not offered or provided without charge.

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(910) Commercial service rates and charges set forth herein shall be adjusted annually, effective on January 1 of each year, to reflect the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), "Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted," for the most recent 12-month period available on November 1, or by 5%, whichever is less. Rates for the coming year will be published on the city web-site by December 1.

(11) The ~~e~~City ~~a~~Administrator or his/her designated representative may negotiate rates for commercial container and roll-off system charges. The rates authorized to be set administratively by this section shall be set by the ~~a~~Administrator or his/her designated agent in order to preserve the customer base of the City of Fort Smith Commercial or Industrial Collection division and the flow of waste to the City of Fort Smith Landfill. Provided, in no event shall such rates be set at an amount in excess of the commercial container and roll-off system charges provided in this section.

- (e) Any fees imposed by the ~~Arkansas Department of Energy & Environment's Division of Environmental Quality or State of Arkansas, Sebastian County or~~ any Solid Waste Management District and paid by the city shall be added to the charges of the city set forth in this section.
- (f) All rates and charges to be paid to the city by every person for the collection, hauling and disposing of solid waste may be used to fund any city service related to the health and sanitation of the community, including maintaining a sanitary environment through neighborhood services, animal control services, or any other related service as determined by the board of directors.
- (g) It shall be unlawful for any person, either directly or through others, to offer any services or deliver solid waste for disposal at the Fort Smith Landfill without paying the charges established by this ~~s~~Section, except as authorized herein. Any person violating any provision of this ~~S~~Section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to the penalties set forth in Section 1-8 of the Fort Smith Municipal Code.
- (h) In addition to the criminal sanctions provided in subsection (g) above, any person committing any act made unlawful by subsection (g) may be prohibited from disposing of solid waste at the Fort Smith Landfill for a period of time determined by the ~~e~~City ~~a~~Administrator following a due process hearing, conducted by the ~~e~~City ~~a~~Administrator or his/her designated agent.

(Code 1976, § 14-18; Code 1992, § 25-278; Ord. No. 69-20, §§ 1—8, 8-18-2020; Ord. No. 88-20, §§ 1, 2, 10-6-2020)

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State law reference(s)—Charges authorized, A.C.A. § 14-232-110.

Service	Option	Rate	Gate Rate + Fees & Tax	Current Rate	Annual Volume	Unit Units	ANNUAL Revenue Impact
LANDFILL GATE	SVM Report 1/1A	\$47.10	\$56.17	\$36.00	200,000	tons	\$2,220,000
(Semi-stable revenue)	SVM - 2	\$62.79	\$73.35				\$5,358,000
	SVM - 3	\$52.66	\$62.26				\$3,332,000
	SVM - 4	\$55.50	\$65.37				\$3,900,000
	SVM - 5	\$73.99	\$85.62				\$7,598,000
	SVM - 6	\$62.07	\$72.57				\$5,214,000
	CPI update only	\$46.77	\$55.81				\$2,154,000
	Resi trash svc only	\$54.15	\$63.89				\$3,630,000
	Residential freeze	\$50.00	\$59.35				\$2,800,000
RESIDENTIAL MONTHLY	SVM C1 biweekly recyc	\$21.93		\$15.89	29,000	households	\$2,101,920
(Stable revenue)	SVM C2 trash svc only	\$17.42					\$532,440
	SVM C3 weekly recyc	\$23.49					\$2,644,800
	CPI update only	\$19.66					\$1,311,960
	Residential freeze	\$15.89					\$0
COMMERCIAL/INDUST	1/1A					up to	\$953,100
(Volatile revenue)							
TOTAL, weekly recyc							\$5,817,900
TOTAL, resi CPI only							\$4,419,060
TOTAL, resi trash svc only							\$5,115,540
TOTAL, residential freeze							\$3,753,100

CPI only = what the rate should be on 1/1/26 if the "current rate" had been adjusted for actual BLS trash/garbage CPI since it went into effect

Trash service only = residential recycling/yardwaste cost is fully subsidized by other revenue and not included in residential rate

Annual landfill volume = paid volume not including disposal by City departments (Solid Waste, Water, Streets, Parks) not generating revenue



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen Services
DATE: October 28, 2025
SUBJECT: Alleyway Rehabilitation Project Construction Contract

SUMMARY

The attached resolution authorizes the Mayor to execute a construction contract with Western Millwright Commercial Construction, Inc. for the Alleyway Rehabilitation Project, based on competitive bids opened on September 4, 2025.

The certified bid tabulation from McClelland Consulting Engineers (MCE) shows Western Millwright as the low responsive, responsible bidder with a total bid of \$2,189,410.00. MCE has verified the accuracy of the bid and recommends award based on the contractor's past performance and proven capability on similar municipal projects. Western Millwright also separately confirmed the accuracy of its bid and its ability to complete the work.

This project is 100% funded through the Climate Pollution Reduction Grant (CPRG) awarded to the City. Work includes the rehabilitation of approximately 11,510 linear feet of public alleyways located in Wards 1 and 2, improving safety, accessibility, and community connectivity. The contract utilizes the standard construction agreement approved by the City Attorney and included in the bid packet.

ATTACHMENTS

1. [Item_2277__Resolution_-_Alleyway_Rehab_Construction_Contract.pdf](#)
2. [Alleyway Rehab Project Bid Tabulation Sheet.pdf](#)
3. [Item 2277 Bid Recommendation Western Millwright.pdf](#)
4. [Item 2277 WMCC Letter for FS Alleyway.pdf](#)
5. [11-18-25 Item 2277 Project Exhibits.pdf](#)

FISCAL IMPACT:	\$2,189,410.00
BUDGET INFORMATION:	Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)
GRANT AMOUNT:	\$14,500,000.00
GRANT NAME:	Climate Pollution Reduction Grant (CPRG)
GRANT AGENCY:	Environmental Protection Agency (EPA)

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING BID OF AND AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT WITH WESTERN MILLWRIGHT COMMERCIAL
CONSTRUCTION, INC. FOR THE ALLEYWAY REHABILITATION PROJECT**

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

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

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

WHEREAS, the project includes the rehabilitation of approximately 11,510 linear feet of alleyways within Wards 1 and 2, and is funded 100% by CPRG with no financial impact to the City's General Fund.

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

SECTION 1: The bid of Western Millwright Commercial Construction, Inc. for the Alleyway Rehabilitation Project is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Western Millwright Commercial Construction, Inc. in the amount of \$2,189,410.00 for the Alleyway Rehabilitation Project and such contract is incorporated herein by reference.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

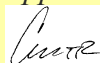
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required

Bid Tabulation Sheet

Project Name

Fort Smith Alleyway Rehabilitation Project
24-8109

Bid Opening

09/04/2025
10:00AM

Engineer's Estimate

\$4,304,190.00

Bids Received

Western Millwright Services, Inc.
Russellville, AR

\$ 2,189,410.00

Steve Beam Construction, Inc.
Fort Smith, AR

\$ 3,662,887.25

Forsgren, Incorporated
Fort Smith, AR

\$ 3,841,416.15

Crawford Construction Company
Van Buren, AR

\$ 6,252,279.00

September 9, 2025

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

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

Dear Mr. Robertson,

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

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

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

Sincerely,
McClelland Consulting Engineers, Inc.



James A. Hanna, P.E.

enclosure: Certified Bid Tabulation

Western Millwright Commercial Construction, Inc.

96 Cherokee Loop Lane

Russellville, AR

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

Fax 479-967-9226

To whom it may concern,

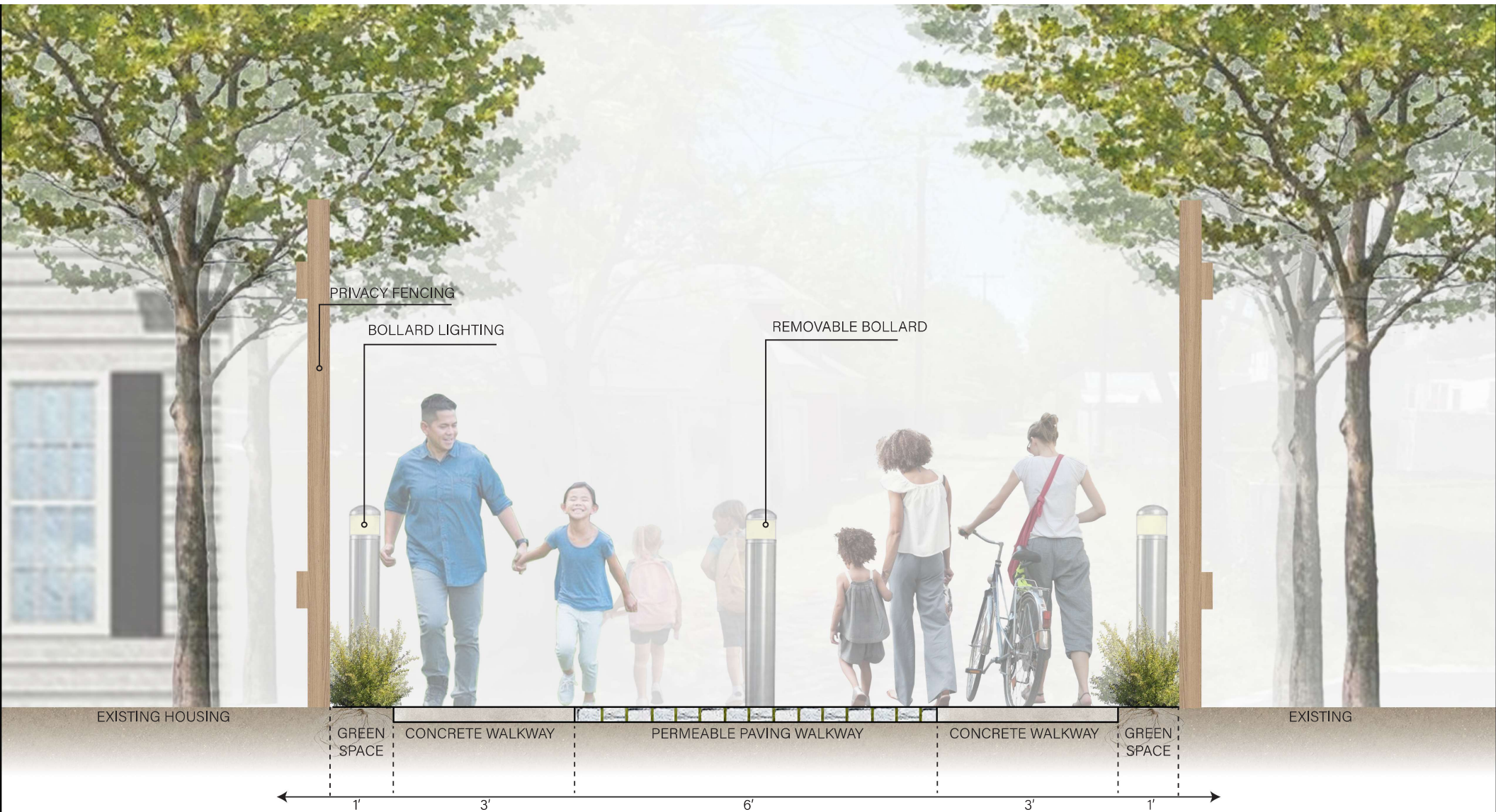
Western Millwright Commercial Construction has reviewed our numbers and estimates and has concluded with confidence that our numbers reflect correct amounts and we have the ability to complete this project.

We appreciate your business!

A handwritten signature in cursive script that reads "Tom Miller".

Tom Miller

Western Millwright Commercial Construction, Inc.







MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen Services
DATE: October 28, 2025
SUBJECT: Alleyway Rehabilitation Project Construction Administration Contract

SUMMARY

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

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

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

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

ATTACHMENTS

1. [11-18-25__Item_2278__Resolution_-_Alleyway_Rehab_Administration_Contract.pdf](#)
2. [11-18-25 Item 2278 Fort Smith Alleyway Rehabilitation Construction Administration Contract.pdf](#)

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

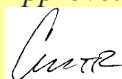
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required

AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
MCCLELLAND CONSULTING ENGINEERS, INC.
FOR
PROFESSIONAL SERVICES

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

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

Rev. 10/31/2024

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

- 1.1.1 Perform professional services to the extent provided in **Exhibit A, “Scope of Services”**.
- 1.1.2 Consult with OWNER to define and clarify OWNER’s requirements for the Project and available data.
- 1.1.3 Advise OWNER as to the necessity of OWNER’s providing data or services of the type described in SECTION 3 which are not part of ENGINEER’S Basic Services, and assist OWNER in obtaining such data and services.
- 1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.
- 1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.
- 1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk’s Office.
- 1.1.7 Not commence Work until written Notice to Proceed (NTP) has been issued by the OWNER.
- 1.1.8 Submit with the appropriate invoice any sales tax rebate received by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'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.

Rev. 10/31/2024

- 2.1.8 Furnishing services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.
- 2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.
- 2.1.11 No changes to Work may be started until written approval is provided by the OWNER.
- 2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

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

- 3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by making reasonably available for ENGINEER's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to OWNER's governing body for approval.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.
- 3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.13 Compile and print contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.14 Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.
- 3.15 OWNER will issue written NTP prior to the start of work.
- 3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.
- 4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.
- 4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that his services be suspended under this Agreement.
- 4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.
- 4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

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

Rev. 10/31/2024

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

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

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

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

5.1.3.7 Lease Agreements

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

5.1.3.8 Working Meals with OWNER

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

5.1.3.9 Rental Cars

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

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

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

5.2 Times of Payment

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

Rev. 10/31/2024

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

Rev. 10/31/2024

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

Rev. 10/31/2024

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

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.4 Access To Records

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

7.5 Standards of Performance

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

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

7.6 Insurance

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

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

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

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

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

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

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

Rev. 10/31/2024

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

7.13 Limitation of Liability

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

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

7.14 Delays

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

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, or modified by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **One Hundred Seventy-Seven Thousand Six Hundred Fifty-Three and 00/100 Dollars (\$177,653.00)** without written approval of the OWNER.
- 8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **330 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

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

8.6 Designated Representative (see Section 3.8):

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

(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)

McClelland Consulting Engineers, Inc.

(Engineer - Company Name)

(Corporate Secretary)

By: _____

President, Fayetteville Office

(Witness)

Daniel Barnes, P.E.

(Printed Name)

1580 East Stearns Street

(Mailing Address)

Fayetteville

(City)

AR

(State)

72703

(Zip)

Engineer License or Certificate No. 24

State of: Arkansas

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

Rev. 10/31/2024



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities
DATE: November 10, 2025
SUBJECT: Counteroffer for Sewer Utility Easement-2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1

SUMMARY

As part of the Consent Decree requirements, the City of Fort Smith is undergoing a complete assessment of its wastewater collection and transmission system. The City, and its contractors, are performing Sanitary Sewer Assessments (SSA) and repairs in various sub-basins throughout the city. These assessments are necessary to evaluate the condition of the pipes in the city's sub-basins to determine if rehabilitation or replacement is required.

A sewer utility easement is required as part of this project for the property listed below. The affected property owner was notified of the Board meeting date, time and location.

<u>Parcel No.</u>	<u>Owner</u>	<u>Counteroffer</u>
18883-0000-01916-00	MCW Developments, LLC	\$11,500.00

The City made an offer for a sewer utility easement on Tract 7 Parcel No.18883-0000-01916-00 at a value of \$6,318.00 (value determined internally). The Board approved this offer by Resolution R-158-25 on September 16, 2025. The property owner of this parcel, Dylan Weese, has made a counteroffer of \$9,000.00 supported by an appraisal(included) for the sewer utility easement (SUE) and \$2,500.00 for the appraisal they had completed on the property. The counteroffer being a total of \$11,500.00.

In consideration of the projects scheduling and cost of eminent domain proceedings which would likely exceed the increased payment, staff recommends that the attached Resolution, authorizing the City Administrator to accept the owner's counteroffer be approved.

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

If you or members of the Board have any questions or desire additional information, please let me know.

ATTACHMENTS

1. [11-18-2025_Item_ID_2336_Resolution_Engineering-Utilities.pdf](#)
2. [11-18-25 Item ID 2336 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$11,500.00

BUDGET INFORMATION: Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY ADMINSTRATOR TO ACCEPT AN OFFER MADE
BY THE PROPERTY OWNER FOR THE ACQUISITION OF A SEWER UTILITY EASEMENT
IN CONNECTION WITH THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN MC06,
PROJECT NO. 19-15-C1

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

The City Administrator is hereby authorized to accept an offer made by the following
property owner:

<u>Parcel No.</u>	<u>Owner</u>	<u>Counter-Offer</u>
18883-0000-01916-00	MCW Developments, LLC	\$11,500.00

and to make payment for same in connection with the acquisition of a sewer utility
easement for the 2017 Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1.

This Resolution adopted this _____ day of November, 2025.

APPROVED:

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:



npr

1701 PHOENIX AVE

MC06-0360



1712 1712

4612

MC06-0400

1803 1803 1803 1803
1803 1803 1803 1803

1803

1821

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1821 1821 1821 1821 1821

S 19TH ST

1615

1701

1715

1823

MC06-0350

1697

3692

MC07-0015 3693

WARD 3

PHOTO MC06-0340

MC06-0330

MC06-0335

MC07-0010

MC07-0020

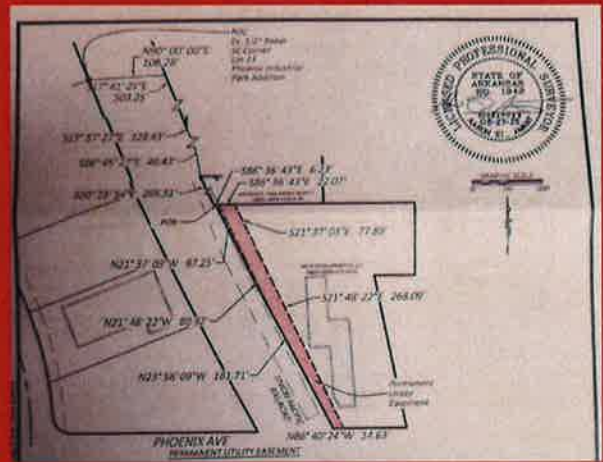
113

APPRAISAL REPORT OF

PHOENIX AVENUE TIRE & AUTO-BEFORE & AFTER AN EASEMENT TAKING

1701 Phoenix Avenue, Fort Smith
Sebastian County, AR, 72901

As of October 13, 2025



Prepared For:

Dylan Weese
1414 Oak Grove Road
Van Buren, AR, 72956

Prepared By:

Burris Appraisal Company, Inc.
Angela Kimble, SRA, AR-3710
Certified General Appraiser

File: Dweese-1701Phoenix-Esmnt

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BURRIS APPRAISAL COMPANY, INC.



410 Lexington Avenue
Fort Smith, AR, 72901

479-782-7788
angela@burrisappco.com
www.burrisappco.com

October 22, 2025, revised November 3, 2025

Dylan Weese
1414 Oak Grove Road
Van Buren, AR 72956

Re: Appraisal Report, Real Estate Appraisal
Phoenix Avenue Tire & Auto-Before & After an Easement Taking
1701 Phoenix Avenue, Fort Smith,
Sebastian County, AR, 72901

File Name: Dweese-1701Phoenix-Esmnt

Dear Mr. Weese:

At your request, I have prepared an appraisal for the above referenced property, which may be briefly described as follows:

Part of the NE/4, NW/4 of Section 33, Township 7 North, Range 32 West,
Sebastian County, Arkansas

Please reference page 10 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the agreement to perform appraisal services.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 8). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, I note the following:

Hypothetical Conditions

For purposes of the "after the taking" value, this appraisal is developed based on the hypothetical condition that the easement and related improvements were 100% complete as depicted and described herein, on the effective date. Use of a hypothetical condition may impact the assignment results.

Extraordinary Assumptions

There are no extraordinary assumptions for this appraisal.



Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Conclusion	
Value of the whole before the taking	\$447,450
Value of the whole after the taking	\$438,450
Difference	\$9,000
Total Damages	\$9,000

Respectfully submitted,

Burris Appraisal Company, Inc.

Angela L. Kimble

Angela Kimble, SRA
Certified General Appraiser
479-782-7788
angela@burrisappco.com
CG
AR - 3710
Expires 6/30/2026



FROM:

Burris Appraisal Co.
 Burris Appraisal Co.
 PO Box 8127
 Fort Smith, AR 72902-8127

Telephone Number: (479) 782-7788

Fax Number: (479) 782-3370

TO:

Dylan Weese
 1414 Oak Grove Rd
 Van Buren, AR 72956

Telephone Number: (479) 462-6474

Fax Number:

Alternate Number:

E-Mail: coleweese@gmail.com

INVOICE**INVOICE NUMBER**

DWeese-1701Phoenix-Esmnt

DATE

October 22, 2025

REFERENCE

Internal Order #: DWeese-1701Phoenix-Esmnt

Lender Case #:

Client File #:

Main File # on form: DWeese-1701Phoenix-Esmnt

Other File # on form:

Federal Tax ID: 71-0735910

Employer ID: AK

DESCRIPTION

Lender: N/A

Client: Dylan Weese

Purchaser/Borrower: N/A

Property Address: 1701 Phoenix Ave

City: Fort Smith

County: Sebastian

State: AR

Zip: 72901

Legal Description: Pt NE/4, NW/4, Section 33, Township 08N, Range 32W, Sebastian County, Arkansas

FEES**AMOUNT**

Commercial Appraisal Report-Before & After Easement Taking: Effective 10/13/2025

2,500.00

SUBTOTAL

2,500.00

PAYMENTS**AMOUNT**

Check #: 1039 Date: 10/23/2025 Description: Appraisal Fee-Pd in Full

2,500.00

Check #: Date: Description:

Check #: Date: Description:

SUBTOTAL

2,500.00

TOTAL DUE

\$ 0.00

Property Valuation Report

Property Owner(s): MCW Developments, LLC (Tract 7)

Property Address: 1701 Phoenix Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at \$2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value
of Easement:

A. Permanent Easement: 6,318 sqft 2.00 per sqft
50% value equals \$ 6,318.00

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

To be replaced by contractor

Total Calculation of Value to
be paid to Property Owner: \$ **6,318.00 Permanent Access Easement**



Lance McAvoy
Director of Water Utilities



Chad Bethel
Property Manager

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THERE PRESENTS:

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

Said tract being part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:
COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 13, Rep/at of Phoenix Industrial Park Addition, Sebastian County, Arkansas, filed for record July 25, 1975; Thence North 90 °00'00" East a distance of 108.28 feet to a point on the East right-of-way line of the Union Pacific Railroad; Thence following said right-of-way line South 17 °41 '24" East a distance of 503.25 feet; Thence South 17°57'27" East a distance of 128.43 feet; Thence South 06 °45'27" East a distance of 40.43 feet; Thence South 20 °23'54" East a distance of 265.51 feet to the Southwest corner of the Browder, Tina Maria Tract with the attached parcel number 18883-0000-01913-00; Thence along the South line of said tract South 86 °36'43" East a distance of 6.23 feet to the POINT OF BEGINNING; Thence South 86 °36'43" East a distance of 22.07 feet; Thence leaving said South line, South 21 °37'03" East a distance of 77.89 feet; Thence South 21 °48'22" East a distance of 268.09 feet to a point on the South line of the subject tract (MCW); Thence along the South line of said subject tract North 86 °40'24" West a distance of 14.63 feet to the Southwest corner of said subject tract; Thence along the West line of said subject tract North 23 °56'09" West a distance of 181. 71 feet; Thence leaving said West line, North 21 °48'22" West a distance of 80.32 feet; Thence North 21 °37'03" West a distance of 87.25 feet to the POINT OF BEGINNING. Said permanent utility easement as described containing a total of 0.15 acres {6,318 sqft}, more or less.

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

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

To have and to hold said easement unto GRANTEES forever.

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

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

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

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

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

PRINT NAME

TITLE

SIGN

ACKNOWLEDGMENT

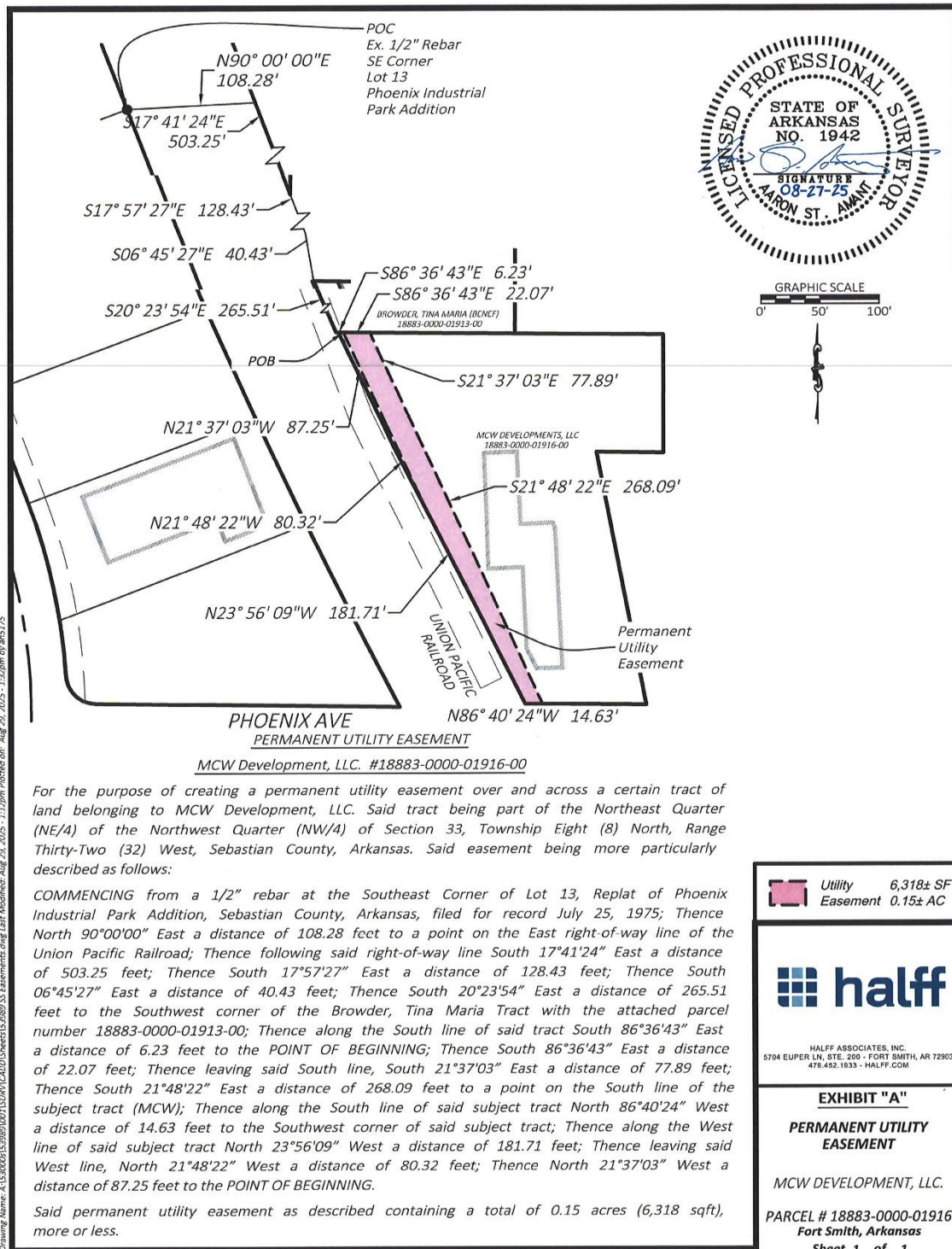
STATE OF ARKANSAS)
SS)
County of _____

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

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

Notary Public

My Commission Expires:



Drawing Name: A:\S\0001\520901011\01\1\2\001\Specs\15209 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:32pm by sh5175

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to MCW Development, LLC. Said tract being part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 13, Replat of Phoenix Industrial Park Addition, Sebastian County, Arkansas, filed for record July 25, 1975; Thence North 90°00'00" East a distance of 108.28 feet to a point on the East right-of-way line of the Union Pacific Railroad; Thence following said right-of-way line South 17°41'24" East a distance of 503.25 feet; Thence South 17°57'27" East a distance of 128.43 feet; Thence South 06°45'27" East a distance of 40.43 feet; Thence South 20°23'54" East a distance of 265.51 feet to the Southwest corner of the Browder, Tina Maria Tract with the attached parcel number 18883-0000-01913-00; Thence along the South line of said tract South 86°36'43" East a distance of 6.23 feet to the POINT OF BEGINNING; Thence South 86°36'43" East a distance of 22.07 feet; Thence leaving said South line, South 21°37'03" East a distance of 77.89 feet; Thence South 21°48'22" East a distance of 268.09 feet to a point on the South line of the subject tract (MCW); Thence along the South line of said subject tract North 86°40'24" West a distance of 14.63 feet to the Southwest corner of said subject tract; Thence along the West line of said subject tract North 23°56'09" West a distance of 181.71 feet; Thence leaving said West line, North 21°48'22" West a distance of 80.32 feet; Thence North 21°37'03" West a distance of 87.25 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.15 acres (6,318 sqft), more or less.

CONSENT DECREE

RESOLUTION NO. **R-158-25**RESOLUTION AUTHORIZING ACQUISITION OF SEWER UTILITY EASEMENTS IN
CONNECTION WITH THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN MC06,
PROJECT NO. 19-15-C1

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

SECTION 1: Values for the acquisition of sewer utility easements for construction purposes for the 2017 SSA Remedial Measures, Sub-Basin MC06, Project Number 19-15-C1, Attached as Exhibit A are approved, and acquisition of the easements for the amounts listed on Exhibit A are hereby authorized for a total amount of \$70,260.00.

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

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

This Resolution adopted this 16th day of September 2025.

APPROVED:

J-B
Vice-Mayor Jarred Rego

Attest:

Shirley Gadd

City Clerk

APPROVED AS TO FORM:

Jerry Confield npr



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Maggie Rice, Deputy City Administrator
DATE: November 13, 2025
SUBJECT: Real Estate Contract – 7700 Texas Road

SUMMARY

The City received a full price offer of \$45,000.00 from Willow Properties, LLC. to purchase 7700 Texas Road. The real estate contract includes a contingency of the buyer obtaining platting and development feasibility within 60 days. The property is zoned Residential Multifamily Medium Density (RM-3) and the intent is to construct duplexes. The proposed closing date is February 17, 2026.

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

ATTACHMENTS

1. [20251113_Texas_Road_Resolution.pdf](#)
2. [11-18-25 Item ID 2357 Contract - 7700 Texas Road.pdf](#)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF REAL ESTATE
CONTRACT BETWEEN THE CITY AND WILLOW STREET PROPERTIES, LLC FOR THE
SALE OF PROPERTY LOCATED AT 7700 TEXAS ROAD

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

SECTION 1: The Real Estate Contract between the City, as seller, and Willow Street Properties, LLC, as purchaser, which is incorporated herein by reference, for the sale of City property located at 7700 Texas Road is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Real Estate Contract 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 7700 Texas Road in accordance with the Real Estate Contract approved by section 1 hereof.

This Resolution adopted this _____ day of November, 2025.

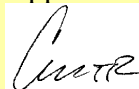
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

NPR

Real Estate Contract (Lots and Acreage)

Page 1 of 12

 **JIMMY BELL**
Real Estate Company
1031 Fayetteville Road
Van Buren, AR 72956
Phone—479.474.9200 Fax—479.474.3909
www.jimmybell.com



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Form Serial Number: 050379-300176-2985980

1. PARTIES: Willow Street Properties, LLC

(individually, or collectively, the "Buyer")
offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract terminated with both parties agreeing to sign a Termination of Contract Addendum and Buyer to recover Earnest Money.

7700 Texas Road, Fort Smith, AR 72908

Part N/2 NE, 08-07-32, Fort Smith, Sebastian County, Arkansas containing 0.50+/- acres

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): (select **one** of the following four options)

☒ total purchase price, \$ 45,000.00

or;

☐ price per acre, \$

or;

☐ price per square foot, \$

or;

☐ price per front foot \$

☐ **A. PURCHASE PURSUANT TO NEW FINANCING:** Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price,

Down payment, loan amount, interest rate and other terms of financing to be negotiated between Buyer and creditor.

☐ **OTHER:** Subject to Buyer's ability to obtain financing as follows:

☒ **B. PURCHASE PURSUANT TO CASH:**

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

Real Estate Contract (Lots and Acreage)

Page 2 of 12



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4. AGENCY: (check all that apply)

- ☐ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- ☒ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. 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 Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- ☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- ☐ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- ☐ **E. LISTING FIRM REPRESENTS SELLER (NO SELLING FIRM):** Buyer acknowledges Listing Firm and all licensees associated with Listing Firm are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that at first contact, Listing Firm verbally disclosed that Listing Firm represents Seller. Any reference to "Selling Firm" in this Real Estate Contract will be considered to mean Listing Firm, both Buyer and Seller acknowledging that all real estate agents (unless Buyer is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Seller.

Page 2 of 12

Serial#: 050379-300176-2985980

Prepared by: Mason Shirey | mason@jimmybell.com |

Form
Simplicity

Real Estate Contract (Lots and Acreage)

Page 3 of 12



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Form Serial Number: 050379-300176-2985980

- 5. LOAN AND CLOSING COSTS:** Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's creditor or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

Buyer and Seller to equally split closing company closing fee, title search fee, closing company deed prep fees and revenue stamps.

- 6. APPLICATION FOR FINANCING:** If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide creditor with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not consummated or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to consummate is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. EARNEST MONEY:

- ☐ A. Yes, see Earnest Money Addendum.
- ☒ B. No.

- 8. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be co-mingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of:

- ☒ A. The Deposit is not applicable.
- ☐ B. Buyer will pay to Seller the Deposit in the amount of \$ _____
- ☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.
- ☐ ii. Other: _____

Real Estate Contract (Lots and Acreage)

Page 4 of 12



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9. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

10. SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM: Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.

- ☒ **A.** No soil percolation or soil morphology test or septic system permit shall be provided.
- ☐ **B.** A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within _____ days prior to Closing. A satisfactory soil percolation or soil morphology test does not guarantee a septic system permit will be issued in the future. Test to be provided and paid for by:
☐ Buyer ☐ Seller.
- ☐ **C.** A septic system permit will be issued by the Arkansas Department of Health for a _____ Bedroom Standard System certified within _____ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by:
☐ Buyer ☐ Seller.
- ☐ **D.** Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health.

Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 10B, 10C or 10D, Buyer shall have all rights provided by Earnest Money Addendum of this Real Estate Contract.

Real Estate Contract (Lots and Acreage)

Page 5 of 12



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Form Serial Number: 050379-300176-2985980

11. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

☒ **A.** New survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, ☐ showing property lines only ☒ showing all improvements, easements and any encroachments will be provided and paid for by:

☒ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☐ **B.** Buyer declines survey.

☐ **C.** Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, which shall be for information purposes only, or should Buyer decline a new Survey, Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

12. TITLE REQUIREMENTS: As per RESPA AND CONSUMER FINANCIAL PROTECTION BUREAU (CFPB) requirements, Buyer and Buyer's Lender have the right to determine where Buyer or Buyer's Lender will purchase title insurance and other settlement services.

Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

☐ **A.** Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.

☐ **B.** Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price); however, if Buyer and Seller choose to close at different title companies, subparagraph (A) above would control as to the allocation of title insurance costs. In the event the Loan Amount exceeds the Purchase Price, Buyer agrees to pay any additional title insurance premium in excess of Purchase Price.

☒ **C.** Other: **Buyer and Seller agree to split the cost of an owners policy of title insurance.**

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

Real Estate Contract (Lots and Acreage)

Page 6 of 12



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13. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

14. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed and Buyer's completion, signing and delivery to Seller (or Closing Agent agreed to by Buyer & Seller) of all loan, closing documents, and Purchase Price funds required to be executed or delivered by Buyer (the "Closing"). Buyer and Seller agree the Closing date will be (month) February (day) 17, (year) 2026. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's closing disclosure or other settlement statement(s) to Listing Firm (in addition to Seller) and Buyer's closing disclosure or other settlement statement(s) to Selling Firm (in addition to Buyer) so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 14 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

15. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

16. POSSESSION: Possession of the Property shall be delivered to Buyer:

- ☒ **A.** Upon the Closing.
- ☐ **B.** Delayed Possession. (See Delayed Occupancy Addendum attached)
- ☐ **C.** Prior to Closing. (See Early Occupancy Addendum attached)

Real Estate Contract (Lots and Acreage)

Page 7 of 12



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17. OTHER CONTINGENCY:

☐ A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

☒ B. This Real Estate Contract is contingent upon:

Buyer obtaining satisfactory platting and development feasibility, in Buyer's sole discretion, within 60 days after acceptance.

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

- ☐ (i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money.

All time constraints in this Real Estate Contract referred to in Paragraphs 6, 10, 11, 19, and 21B refer to the time Buyer (choose one)

- ☐ Buyer removes the contingency or
- ☐ time of Real Estate Contract acceptance.

- ☒ (ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

Real Estate Contract (Lots and Acreage)

Page 8 of 12



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Form Serial Number: 050379-300176-2985980

18. BUYER'S DISCLAIMER OF RELIANCE:

- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

19. SELLER PROPERTY DISCLOSURE:

- ☐ A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- ☐ B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract.
- ☐ C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- ☒ D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

Page 8 of 12

Serial#: 050379-300176-2985980

Prepared by: Mason Shirey | mason@jimmybell.com |

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Real Estate Contract (Lots and Acreage)

Page 9 of 12



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20. OTHER:

Seller agrees to pay 3% commission to Jimmy Bell Real Estate Company for Buyer Agent
Fee at closing.

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- ☒ A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- ☐ B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

- 22. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.
- 23. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 24. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.
- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm without participating Broker's written consent. This Real Estate Contract may not be amended except in a writing signed by both Buyer and Seller. Neither Listing Firm nor Selling Firm may amend this Real Estate Contract by exchange of messages, verbally, or otherwise.

Page 9 of 12

Serial#: 050379-300176-2985980

Prepared by: Mason Shirey | mason@jimmybell.com |

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Electronically Signed using eSignOnline™ | Session ID: 0b6b4eb7-a43c-4746-b005-42b18a4ac526 |

Real Estate Contract (Lots and Acreage)

Page 10 of 12



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Form Serial Number: 050379-300176-2985980

- 26. SUCCESSORS AND ASSIGNS:** This Real Estate Contract shall be binding upon all heirs, successors, personal representatives, executors, administrators and, to the extent allowed in Paragraph 24. assigns.
- 27. DEFAULT:** Upon failure of Buyer or Seller to timely fulfill all obligations under this Real Estate Contract, the non-defaulting party shall have all available rights and remedies provided by applicable law.
- 28. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 29. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date. If any Closing provided in this Real Estate Contract shall fall on a Saturday, Sunday or date upon which banks are not open in Arkansas, such performance shall be due on the first day thereafter.
- 30. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing party (or parties if more than one) shall be entitled to an award of all costs and attorney's fees incurred in prosecution or defense of such initiated action against the non-prevailing party (or parties if more than one).
- 31. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.
- 32. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 33. LICENSEE DISCLOSURE:** Check all that apply.
- ☒ **A.** Not Applicable.
- ☐ **B.** One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.
- ☐ **C.** One or more owners of any entity acting as ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.
- ☐ **D.** Neither party to this transaction is represented by any other licensee or broker / firm for the duration of this sale. Each party is self-representing their own interests. See attached Non-Representation Disclosure Addendum.

Page 10 of 12

Serial#: 050379-300176-2985980

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Real Estate Contract (Lots and Acreage)

Page 11 of 12



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34. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) November
(day) 17, (year) 2025, at 5:00 (am) ☐ (pm) ☒

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2025.

FORM SERIAL NUMBER 050379-300176-2985980

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT [AREC.ARKANSAS.GOV](https://arec.arkansas.gov).

The above Real Estate Contract is executed on
(month) _____ (day) _____, (year) _____, at _____ (a.m.) ☐ (p.m.) ☐.

Jimmy Bell Real Estate Company

Selling Firm

11/12/2025 04:25 PM

Signature: Elizabeth H. Lee

Signature: Brent Lacefield

Printed Name: Elizabeth H. Lee
Principal or Executive Broker

Printed Name: Willow Street Properties
Buyer

AREC License # EB00046350

Broker email: libby@jimmybell.com

Signature: Mason Shirey

Signature: _____

Printed Name: Mason Shirey
Selling Agent

Printed Name: _____
Buyer

AREC License # AB00071498

Agent email: masonshirey@gmail.com

Agent cell number: 479-675-6669

Real Estate Contract (Lots and Acreage)

Page 12 of 12



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Form Serial Number: 050379-300176-2985980

The above offer was: ☐ rejected ☐ counter-offered

(Form Serial Number _____)

☐ Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)
(month) _____ (day) _____, (year) _____, at _____ (a.m.) ☐ (p.m.) ☐

Seller's Initials

Seller's Initials

The above Real Estate Contract is executed on
(month) _____ (day) _____, (year) _____, at _____ (a.m.) ☐ (p.m.) ☐.

Ghan & Cooper Commercial Properties

Listing Firm

Signature: _____

Signature: _____

Printed Name: ***Robert P. Cooper Jr.***
Principal or Executive Broker

Printed Name: ***City of Fort Smith, Arkansas***
Seller

AREC License # _____

Broker email: _____

Signature: _____

Signature: _____

Printed Name: ***Chad Adair***
Listing Agent

Printed Name: _____
Seller

AREC License # _____

Agent email: _____

Agent cell number: _____



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
CC: Amanda Strange, Director of Internal Audit
FROM: Jeff Dingman, Acting City Administrator
DATE: November 13, 2025
SUBJECT: Amendment to the Agreement with Baker Tilly for Risk Assessment Services for the Water & Sewer Department

SUMMARY

The attached resolution and Amendment to Internal Audit Utilities Risk Assessment Agreement is placed on the November 18 regular agenda for the Board's consideration.

Representatives from Baker Tilly discussed the item with Director Martin, the Board's appointed leadperson on the matter. The original agreement was approved September 23, 2025 (Resolution No. R-148-25). It was relayed to Director Martin that additional time would be needed to analyze survey results and complete the Risk Assessment report. The proposed amendment extends the time of the project by three weeks and increases the project fee by \$10,000 to a total of \$35,000.

Please let me know if there are questions on this agenda item.

ATTACHMENTS

1. [11-18-25_Item_ID_2353__Resolution_-_Amendment_No._1__Baker_Tilly_Advisory_Group_LP.pdf](#)
2. [11-18-25 Item ID 2353 Amendment No. 1.pdf](#)
3. [11-18-25 Item ID 2353 Amendment No. 1 Memo from Baker Tilly.pdf](#)

FISCAL IMPACT: \$10,000.00 and additional 3 weeks
BUDGET INFORMATION: Budgeted / Internal Audit - General Fund

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH
BAKER TILLY ADVISORY GROUP, LP FOR RISK ASSESSMENT SERVICES
FOR THE WATER AND SEWER DEPARTMENT**

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

SECTION 1: Amendment No. 1 to the agreement with Baker Tilly Advisory Group, LP for risk assessment services, which increases the agreement amount by \$10,000 from an original agreement amount of not-to-exceed \$25,000 to not-to-exceed \$35,000 and which extends the agreement from the original agreement period of two months to “two months and three weeks,” is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Amendment No. 1 as authorized by Section 1 of the this Resolution.

This resolution adopted this _____ day of _____, 2025.

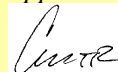
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No publication required

To: Neal Martin, Fort Smith City Director

From: Chris Kalafatis, Baker Tilly Principal

Date: November 13, 2025

Re: Amendment to Internal Audit Utilities Risk Assessment Agreement R-148-25 signed September 23, 2025

Overview

This Amendment is made to the Engagement Letter dated August 26, 2025, as incorporated in Agreement R-148-25, signed September 23, 2025, between Baker Tilly Advisory Group, LP (Baker Tilly), and the City of Fort Smith (City).

Purpose of the Amendment

This Amendment modifies the following sections of the original Engagement Letter:

Timing

The timing is extended from “two months” to “two months and three weeks” from the date of original signature.

Project Fees

This project fees are increased from an overall not to exceed amount of \$25,000 to \$35,000.

Engagement Assumptions

This Amendment is effective as of November 18, 2025, or upon approval.

Remaining Terms

Except as expressly amended herein, all other terms and conditions of the Engagement Letter remain in full force and effect.

AUTHORIZATION

The foregoing letter fully describes our understanding and is accepted by the City:

Signature

Title

Date

Memo

To: Neal Martin, Fort Smith City Director

From: Chris Kalafatis, Baker Tilly Principal

c.c. Stacey Gill, Baker Tilly Director

Date: November 13, 2025

Subject: Water and Sewer Utilities Risk Assessment - Request for Extension and Budget Increase

Dear Director Martin,

We appreciate the opportunity to work with the City of Fort Smith on the Internal Audit Water and Sewer Utilities Risk Assessment. As outlined in our original engagement letter¹, our objective is to assess risks within the City's water and sewer utilities and develop a proposed annual internal audit plan in accordance with professional standards.

During the course of the engagement, we have encountered unanticipated circumstances that have impacted both the project timeline and the level of effort required:

- Delayed Kickoff Meeting: The initial project kickoff had to be scheduled later than anticipated, which affected the timeline for subsequent phases of the assessment.
- Survey Response Challenges: We did not receive sufficient responses within the original survey window, so the survey deadline was extended. Additionally, though some additional responses were received there still was not adequate coverage across all key functional areas, requiring us to conduct supplemental interviews with stakeholders to fill these information gaps.
- Increased Manual Effort Due to Reorganization: The recent organizational changes within the utilities department did not allow for clean, pre-defined departmental sub-functional areas to be built into the survey, and required us to manually organize survey responses into sub-functional areas based on free form responses from survey participants.

¹ Agreement R-148-25, signed September 23, 2025

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Given these factors, we respectfully request an extension of the project timeline and an increase in the project budget. This adjustment will allow us to maintain the quality and thoroughness expected for this engagement and ensure alignment with the City's objectives.

Proposed Changes:

- **Timeline:** Extend the completion date by 3 weeks, with a revised target completion of December 14, 2025.
- **Budget:** Increase the not-to-exceed amount from \$25,000 to \$35,000, reflecting the additional hours required at the agreed-upon hourly rates.

We recognize that these changes will require an amendment to the current engagement letter. We are prepared to provide a revised engagement letter for your review and approval.

Please let us know if you have any questions or require further details regarding the requested changes. We remain committed to delivering a high-quality risk assessment and appreciate your understanding and support.

Sincerely,
Chris Kalafatis, Principal
Baker Tilly Advisory Group, LP

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Andrew Richards, Chief Financial Officer
DATE: November 7, 2025
SUBJECT: Final Payment to Dale Crampton Company for the Repair of Thirty-Eight Hail Damaged City Buildings

SUMMARY SUMMARY-

On July 23, 2024, the Board of Directors approved Ordinance No. 69-24 authorizing a contract with Quality Roofing Contractors of Southeast Missouri, Inc. d/b/a Dale Crampton Company to repair the roofs of thirty-seven (37) city owned buildings which were damaged in the hailstorm of April 15, 2023. Work commenced on August 13, 2024. Change Order No. 1 was approved under R-57-25, which added an additional building to the contract and increased the building count to thirty-eight (38). Change Order No. 2 was approved under R-73-25, which added additional material for the Convention Center roof. Change Order No. 3 was approved under R-137-25 and added ninety (90) weather delay days to the contract time.

This project was completed before the substantial completion date of November 28, 2025, and within the contract price. A project summary accompanies this Memo and summarizes the project scope, timeline and payment history.

Attached is a Resolution to authorize the Mayor to accept the project as complete and authorize final payment to Dale Crampton Company in the amount of \$249,788.76.

Should you or any members of the Board have any questions or need additional information, please feel free to contact me.

Attachments:

1. Resolution
2. Project Summary
3. Final Pay App

BUDGET INFORMATION: Non-Budgeted Insurance Proceeds

ATTACHMENTS

1. [11-18-25_Item_2334_Finance_Resolution.pdf](#)
2. [11-18-25_Item 2334_Finance_Pay App 16 - Final.pdf](#)
3. [11-18-25 Item 2334 DC Project Summary.pdf](#)

FISCAL IMPACT: \$249,788.76

BUDGET INFORMATION: *Budgeted / Various Departments - Insurance Proceeds*

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL
PAYMENT TO DALE CRAMPTON COMPANY FOR ROOF REPAIR OF HAIL DAMAGED
CITY BUILDINGS

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

SECTION 1: The repair of thirty-eight (38) City owned buildings from the hail damage
which occurred on April 15, 2023, is hereby accepted as complete.

SECTION 2: Final payment to Dale Crampton Roofing Company, in the amount of
\$249,788.76 is hereby approved.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

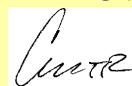
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/Cma

PAGE ONE OF 13 PAGES

TO OWNER: **City of Fort Smith**
623 Garrison Avenue
Fort Smith, AR 72901

PROJECT: **Hail damaged build**
Fort Smith, AR

APPLICATION NO.: **16**
PERIOD TO: **10/31/25**
PROJECT NO.: _____

Distribution to:
☒ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: **DALE CRAMPTON COMPANY, P. O. Box 1502, Fort Smith, AR 72902**
CONTRACT FOR: **Roofing & Sheet Metal Flashings Pertaining to Roof**
VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

CONTRACT DATE: **8/2/24**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ **7,902,106.15**

2. Net Change by Change Order \$ **200,971.05**

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ **8,103,077.20**

4. TOTAL COMPLETED & STORED TO DATE \$ **8,103,077.20**
(Column G on G702)

5. RETAINAGE:

a. **0** % of Completed Work \$ **0.00**
(Column D + E on G703)

b. **0** % of Stored Material \$ **0.00**
(Column F on G703)

Total Retainage (Line 5a + 5b or
Total in Column 1 of G703) \$ **0.00**

6. TOTAL EARNED LESS RETAINAGE \$ **8,103,077.20**
(Line 4 less line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ **7,853,288.44**

8. CURRENT PAYMENT DUE..... \$ **249,788.76**

9. BALANCE TO FINISH INCLUDING RETAINAGE
(Line 3 less Line 6) \$ **0.00**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner.		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Dale Crampton Company**

By: *Klay Fairfield*
Klay Fairfield

Date: **10/31/25**

State of: **Arkansas**

County of: **Sebastian**

Subscribed and sworn to before
me this **31st** day of **October, 2025**

Notary Public: *Jency Lee Steven*
My Commission Expires: **March 22, 2028**

JENCY LEE STEVEN
SEBASTIAN COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 22, 2028
Commission No. 12703863

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor of the Contract.



DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 3 of 13 pages

AIA DOCUMENT G 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use column 1 and Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

16

APPLICATION DATE:

10/31/25

PERIOD TO:

10/31/25

Fort Smith - Hail Damaged Buildings

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	Blue Lion (\$269,567.00)								
2	Roofing Material	\$ 97,666.00	\$ 97,666.00	\$ -		\$ 97,666.00	100%	\$ -	\$ -
3	Roofing Labor	\$ 139,902.00	\$ 139,902.00	\$ -		\$ 139,902.00	100%	\$ -	\$ -
4	Equipment /Other	\$ 12,968.00	\$ 12,968.00	\$ -		\$ 12,968.00	100%	\$ -	\$ -
5	Sheet Metal Material	\$ 4,282.00	\$ 4,282.00	\$ -		\$ 4,282.00	100%	\$ -	\$ -
6	Sheet Metal Labor	\$ 14,749.00	\$ 14,749.00	\$ -		\$ 14,749.00	100%	\$ -	\$ -
7	Performance & Payment Bond	\$ 2,602.00	\$ 2,602.00	\$ -		\$ 2,602.00	100%	\$ -	\$ -
8									
9	Fire Station #1 (\$146,352.00)								
10	Roofing Material	\$ 43,170.00	\$ 43,170.00	\$ -		\$ 43,170.00	100%	\$ -	\$ -
11	Roofing Labor	\$ 77,619.00	\$ 77,619.00	\$ -		\$ 77,619.00	100%	\$ -	\$ -
12	Sheet Metal Material	\$ 8,852.00	\$ 8,852.00	\$ -		\$ 8,852.00	100%	\$ -	\$ -
13	Sheet Metal Labor	\$ 16,711.00	\$ 16,711.00	\$ -		\$ 16,711.00	100%	\$ -	\$ -
14	Performance & Payment Bond	\$ 1,464.00	\$ 1,464.00	\$ -		\$ 1,464.00	100%	\$ -	\$ -
15									
16	Fire Station #3 (\$136,957.00)								
17	Roofing Material	\$ 43,597.00	\$ 43,597.00	\$ -		\$ 43,597.00	100%	\$ -	\$ -
18	Roofing Labor	\$ 76,844.00	\$ 76,844.00	\$ -		\$ 76,844.00	100%	\$ -	\$ -
19	Sheet Metal Material	\$ 4,477.00	\$ 4,477.00	\$ -		\$ 4,477.00	100%	\$ -	\$ -
20	Sheet Metal Labor	\$ 12,039.00	\$ 12,039.00	\$ -		\$ 12,039.00	100%	\$ -	\$ -
21	Performance & Payment Bond	\$ 1,370.00	\$ 1,370.00	\$ -		\$ 1,370.00	100%	\$ -	\$ -
22									
23									
		\$ 558,312.00	\$ 558,312.00	\$ -	\$ -	\$ 558,312.00	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 4 of 13 pages

AIA DOCUMENT G 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certificate is attached.

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APPLICATION NUMBER:

16

APPLICATION DATE:

10/31/25

PERIOD TO:

10/31/25

Fort Smith - Hail Damaged Buildings

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	Fire Station #5 (\$147,808.00)					\$ -		\$ -	\$ -
2	Roofing Material	\$ 46,884.00	\$ 46,884.00	\$ -		\$ 46,884.00	100%	\$ -	\$ -
3	Roofing Labor	\$ 83,426.00	\$ 83,426.00	\$ -		\$ 83,426.00	100%	\$ -	\$ -
4	Sheet Metal Material	\$ 4,725.00	\$ 4,725.00	\$ -		\$ 4,725.00	100%	\$ -	\$ -
5	Sheet Metal Labor	\$ 12,773.00	\$ 12,773.00	\$ -		\$ 12,773.00	100%	\$ -	\$ -
6	Performance & Payment Bond	\$ 1,478.00	\$ 1,478.00	\$ -		\$ 1,478.00	100%	\$ -	\$ -
7						\$ -			
8	Miss Laura's (\$160,685.00)					\$ -			
9	Roofing Material	\$ 19,257.00	\$ 19,257.00	\$ -		\$ 19,257.00		\$ -	\$ -
10	Roofing Labor	\$ 38,603.00	\$ 38,603.00	\$ -		\$ 38,603.00		\$ -	\$ -
11	Sheet Metal Material	\$ 14,524.00	\$ 14,524.00	\$ -		\$ 14,524.00		\$ -	\$ -
12	Sheet Metal Labor	\$ 11,694.00	\$ 11,694.00	\$ -		\$ 11,694.00		\$ -	\$ -
13	Subcontractor - Material	\$ 42,138.00	\$ 42,138.00	\$ -		\$ 42,138.00		\$ -	\$ -
14	Subcontractor - Labor	\$ 34,469.00	\$ 34,469.00	\$ -		\$ 34,469.00		\$ -	\$ -
15	Performance & Payment Bond	\$ 1,607.00	\$ 1,607.00	\$ -		\$ 1,607.00		\$ -	\$ -
16						\$ -			
17	Riverfront Events Bldg (\$78,760.00)					\$ -			
18	Roofing Material	\$ 19,058.00	\$ 19,058.00	\$ -		\$ 19,058.00		\$ -	\$ -
19	Roofing Labor	\$ 29,394.00	\$ 29,394.00	\$ -		\$ 29,394.00		\$ -	\$ -
20	Equipment /Other	\$ 16,263.00	\$ 16,263.00	\$ -		\$ 16,263.00		\$ -	\$ -
21	Sheet Metal Material	\$ 3,761.00	\$ 3,761.00	\$ -		\$ 3,761.00		\$ -	\$ -
22	Sheet Metal Labor	\$ 10,284.00	\$ 10,284.00	\$ -		\$ 10,284.00		\$ -	\$ -
23	Performance & Payment Bond	\$ 788.00	788.00	0.00		\$ 788.00		\$ -	\$ -
		\$ 391,126.00	\$ 391,126.00	\$ -	\$ -	\$ 391,126.00	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 5 of 13 pages

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16

APPLICATION DATE:

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PERIOD TO:

10/31/25

Fort Smith - Hail Damaged Buildings

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	Kelley Hwy. Maintenance/Utility (\$216,168.00)					\$ -		\$ -	\$ -
2	Roofing Material	\$ 36,870.00	\$ 36,870.00	\$ -		\$ 36,870.00	100%	\$ -	\$ -
3	Roofing Labor	\$ 89,599.00	\$ 89,599.00			\$ 89,599.00	100%	\$ -	\$ -
4	Sheet Metal Material	\$ 23,565.25	\$ 23,565.25			\$ 23,565.25	100%	\$ -	\$ -
5	Sheet Metal Labor	\$ 45,496.00	\$ 45,496.00	\$ -		\$ 45,496.00	100%	\$ -	\$ -
6	Equipment	\$ 20,638.00	\$ 20,638.00	\$ -		\$ 20,638.00	100%	\$ -	\$ -
7	Performance & Payment Bond	\$ 2,152.00	\$ 2,152.00	\$ -		\$ 2,152.00	100%	\$ -	\$ -
8									
9	Kelley Hwy. Metal Bldg West (\$63,339.00)								
10	Roofing Material	\$ 14,548.00	\$ 14,548.00	\$ -		\$ 14,548.00	100%	\$ -	\$ -
11	Roofing Labor	\$ 24,657.00	\$ 24,657.00	\$ -		\$ 24,657.00	100%	\$ -	\$ -
12	Sheet Metal Material	\$ 4,893.00	\$ 4,893.00	\$ -		\$ 4,893.00	100%	\$ -	\$ -
13	Sheet Metal Labor	\$ 19,241.00	\$ 19,241.00	\$ -		\$ 19,241.00	100%	\$ -	\$ -
14	Performance & Payment Bond	\$ 633.00	\$ 633.00	\$ -		\$ 633.00	100%	\$ -	\$ -
15									
16	Pump Station #12-Flood Pump (\$29,731.00)								
17	Roofing Material	\$ 9,433.00	\$ 9,433.00	\$ -		\$ 9,433.00		\$ -	\$ -
18	Roofing Labor	\$ 15,560.00	\$ 15,560.00	\$ -		\$ 15,560.00		\$ -	\$ -
19	Sheet Metal Material	\$ 1,432.00	\$ 1,432.00	\$ -		\$ 1,432.00		\$ -	\$ -
20	Sheet Metal Labor	\$ 3,306.00	\$ 3,306.00	\$ -		\$ 3,306.00		\$ -	\$ -
21	Performance & Payment Bond	\$ 297.00	\$ 297.00	\$ -		\$ 297.00		\$ -	\$ -
22									
23									
		\$ 312,320.25	\$ 312,320.25	\$ -	\$ -	\$ 312,320.25	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 6 of 13 pages

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10/31/25

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D + E + F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	P St. Bldg E-Operations Bldg. (\$108,762.00)					\$ -		\$ -	\$ -
2	Roofing Material	\$ 35,482.00	\$ 35,482.00		\$ -	\$ 35,482.00	100%	\$ -	\$ -
3	Roofing Labor	\$ 62,108.00	\$ 62,108.00	\$ -		\$ 62,108.00	100%	\$ -	\$ -
4	Sheet Metal Material	\$ 3,819.00	\$ 3,819.00	\$ -		\$ 3,819.00	100%	\$ -	\$ -
5	Sheet Metal Labor	\$ 7,353.00	\$ 7,353.00	\$ -		\$ 7,353.00	100%	\$ -	\$ -
6	Performance & Payment Bond	\$ 1,056.00	\$ 1,056.00	\$ -		\$ 1,056.00	100%	\$ -	\$ -
7									
8	P St. Bldg D-Sewage Handling (\$15,034.00)								
9	Sheet Metal Material	\$ 3,533.00	\$ 3,533.00	\$ -		\$ 3,533.00	100%	\$ -	\$ -
10	Sheet Metal Labor	\$ 11,501.00	\$ 11,501.00	\$ -		\$ 11,501.00	100%	\$ -	\$ -
11	Performance & Payment Bond	\$ 150.00	\$ 150.00	\$ -		\$ 150.00	100%	\$ -	\$ -
12									
13	P St. Bldg C-Chlorine Bldg. (\$84,369.00)								
14	Roofing Material	\$ 20,964.00	\$ 20,964.00	\$ -		\$ 20,964.00	100%	\$ -	\$ -
15	Roofing Labor	\$ 45,763.00	\$ 45,763.00	\$ -		\$ 45,763.00	100%	\$ -	\$ -
16	Sheet Metal Material	\$ 4,433.00	\$ 4,433.00	\$ -		\$ 4,433.00	100%	\$ -	\$ -
17	Sheet Metal Labor	\$ 13,209.00	\$ 13,209.00	\$ -		\$ 13,209.00	100%	\$ -	\$ -
18	Performance & Payment Bond	\$ 832.00	\$ 832.00	\$ -		\$ 832.00	100%	\$ -	\$ -
19									
20									
21									
22									
23									
		\$ 210,203.00	\$ 210,203.00	\$ -	\$ -	\$ 210,203.00	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 7 of 13 pages

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10/31/25

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	P St Bldg A - Peak Flow Floccula (\$19,000.00)					\$ -		\$ -	\$ -
2	Roofing Material	\$ 8,307.00	\$ 8,307.00	\$ -	\$ -	\$ 8,307.00	100%	\$ -	\$ -
3	Roofing Labor	\$ 5,625.00	\$ 5,625.00	\$ -		\$ 5,625.00	100%	\$ -	\$ -
4	Sheet Metal Material	\$ 2,036.00	\$ 2,036.00	\$ -		\$ 2,036.00	100%	\$ -	\$ -
5	Sheet Metal Labor	\$ 3,032.00	\$ 3,032.00	\$ -		\$ 3,032.00	100%	\$ -	\$ -
6	Performance & Payment Bond	\$ 190.00	\$ 190.00	\$ -		\$ 190.00	100%	\$ -	\$ -
7									
8	P St. Bldg B-Chemicals Bldg. (\$62,948.00)								
9	Roofing Material	\$ 18,822.00	\$ 18,822.00	\$ -	\$ -	\$ 18,822.00	100%	\$ -	\$ -
10	Roofing Labor	\$ 32,927.00	\$ 32,927.00	\$ -		\$ 32,927.00	100%	\$ -	\$ -
11	Sheet Metal Material	\$ 2,698.00	\$ 2,698.00	\$ -		\$ 2,698.00	100%	\$ -	\$ -
12	Sheet Metal Labor	\$ 8,501.00	\$ 8,501.00	\$ -		\$ 8,501.00	100%	\$ -	\$ -
13	Performance & Payment Bond	\$ 615.00	\$ 615.00	\$ -		\$ 615.00	100%	\$ -	\$ -
14									
15	P St. Bldg F - Blower Bldg. (\$112,807.00)								
16	Roofing Material	\$ 35,560.00	\$ 35,560.00	\$ -	\$ -	\$ 35,560.00	100%	\$ -	\$ -
17	Roofing Labor	\$ 65,645.00	\$ 65,645.00	\$ -		\$ 65,645.00	100%	\$ -	\$ -
18	Sheet Metal Material	\$ 4,362.00	\$ 4,362.00	\$ -		\$ 4,362.00	100%	\$ -	\$ -
19	Sheet Metal Labor	\$ 7,240.00	\$ 7,240.00	\$ -		\$ 7,240.00	100%	\$ -	\$ -
20	Performance & Payment Bond	\$ 1,101.00	\$ 1,101.00	\$ -		\$ 1,101.00	100%	\$ -	\$ -
21									
22									
23									
		\$ 196,661.00	\$ 196,661.00	\$ -	\$ -	\$ 196,661.00	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 8 of 13 pages

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	P St. Bldg H - Effluent Pump (\$9,220.00)							\$ -	\$ -
2	Roofing Material	\$ 3,088.00	\$ 3,088.00		\$ -	\$ 3,088.00	100%	\$ -	\$ -
3	Roofing Labor	\$ 3,452.00	\$ 3,452.00	\$ -		\$ 3,452.00	100%	\$ -	\$ -
4	Sheet Metal Material	\$ 815.00	\$ 815.00	\$ -		\$ 815.00	100%	\$ -	\$ -
5	Sheet Metal Labor	\$ 1,865.00	\$ 1,865.00	\$ -		\$ 1,865.00	100%	\$ -	\$ -
6	Performance & Payment Bond	\$ 92.00	\$ 92.00	\$ -		\$ 92.00	100%	\$ -	\$ -
7									
8	P St. Bldg G - Percetic Acid (\$19,223.94)								
9	Roofing Material	\$ 6,395.00	\$ 6,395.00	\$ -	\$ -	\$ 6,395.00	100%	\$ -	\$ -
10	Roofing Labor	\$ 8,562.00	\$ 8,562.00	\$ -		\$ 8,562.00	100%	\$ -	\$ -
11	Sheet Metal Material	\$ 1,285.00	\$ 1,285.00	\$ -		\$ 1,285.00	100%	\$ -	\$ -
12	Sheet Metal Labor	\$ 2,981.94	\$ 2,981.94	\$ -		\$ 2,981.94	100%	\$ -	\$ -
13	Performance & Payment Bond	\$ 192.00	\$ 192.00	\$ -		\$ 192.00	100%	\$ -	\$ -
14									
15	Coast Guard Bldg. (\$56,816.00)								
16	Roofing Material	\$ 16,000.00	\$ 16,000.00	\$ -		\$ 16,000.00	100%	\$ -	\$ -
17	Roofing Labor	\$ 23,162.00	\$ 23,162.00	\$ -		\$ 23,162.00	100%	\$ -	\$ -
18	Sheet Metal Material	\$ 7,011.00	\$ 7,011.00	\$ -		\$ 7,011.00	100%	\$ -	\$ -
19	Sheet Metal Labor	\$ 10,643.00	\$ 10,643.00	\$ -		\$ 10,643.00	100%	\$ -	\$ -
20	Performance & Payment Bond	\$ 568.00	\$ 568.00	\$ -		\$ 568.00	100%	\$ -	\$ -
21									
22									
23									
		\$ 86,111.94	\$ 86,111.94	\$ -	\$ -	\$ 86,111.94	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 9 of 13 pages

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	Ross Pendergraft Park (\$39,068.00)					\$ -			\$ -
2	Sheet metal material	\$ 8,599.00	\$ 8,599.00	\$ -		\$ 8,599.00	100%	\$ -	\$ -
3	Sheet metal labor	\$ 19,504.00	\$ 19,504.00	\$ -		\$ 19,504.00	100%	\$ -	\$ -
4	Subcontract Material	\$ 4,030.53	\$ 4,030.53	\$ -		\$ 4,030.53	100%	\$ -	\$ -
5	Subcontract Labor	\$ 6,934.47	\$ 6,934.47	\$ -		\$ 6,934.47	100%	\$ -	\$ -
6	Performance & Payment Bond	\$ 391.00	\$ 391.00	\$ -		\$ 391.00	100%	\$ -	\$ -
7	Mayor Baker Sr. Citizens (\$106,990.00)								
8	Roofing Material	\$ 31,037.00	\$ 31,037.00	\$ -		\$ 31,037.00	100%	\$ -	\$ -
9	Roofing Labor	\$ 60,056.00	\$ 60,056.00	\$ -		\$ 60,056.00	100%	\$ -	\$ -
10	Sheet Metal Material	\$ 4,268.00	\$ 4,268.00	\$ -		\$ 4,268.00	100%	\$ -	\$ -
11	Sheet Metal Labor	\$ 7,779.00	\$ 7,779.00	\$ -		\$ 7,779.00	100%	\$ -	\$ -
12	Subcontract	\$ 3,850.00	\$ 3,850.00	\$ -		\$ 3,850.00	100%	\$ -	\$ -
13	Performance & Payment Bond	\$ 1,020.00	\$ 1,020.00	\$ -		\$ 1,020.00	100%	\$ -	\$ -
14									
15	Kelley Highway Water Equip (\$11,867.83)								
16	Material	\$ 6,408.63	\$ 6,408.63			\$ 6,408.63	100%	\$ -	\$ -
17	Labor	\$ 5,459.20	\$ 5,459.20	\$ -		\$ 5,459.20	100%	\$ -	\$ -
18	Performance & Payment Bond	\$ 119.00	\$ 119.00	\$ -		\$ 119.00	100%	\$ -	\$ -
19									
20	Kelley Highway Stationary Equip (\$12,865.41)								
21	Material	\$ 7,204.00	\$ 7,204.00	\$ -		\$ 7,204.00	100%	\$ -	\$ -
22	Labor	\$ 5,661.41	\$ 5,661.41	\$ -		\$ 5,661.41	100%	\$ -	\$ -
23	Performance & Payment Bond	\$ 129.00	\$ 129.00	\$ -		\$ 129.00	100%	\$ -	\$ -
		\$ 172,450.24	\$ 172,450.24	\$ -	\$ -	\$ 172,450.24	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

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page 10 of 13 pages

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	Kelley Highway Metal Bldg. East (\$29,308.06)					\$ -		\$ -	\$ -
2	Material	\$ 16,119.05	\$ 16,119.05	\$ -		\$ 16,119.05	100%	\$ -	\$ -
3	Labor	\$ 13,189.01	\$ 13,189.01	\$ -		\$ 13,189.01	100%	\$ -	\$ -
4	Payment & Performance Bond	\$ 293.00	\$ 293.00	\$ -		\$ 293.00	100%	\$ -	\$ -
5						\$ -		\$ -	\$ -
6	Pump Station #10 (\$1,500.00)					\$ -		\$ -	\$ -
7	Material	\$ 585.00	\$ 585.00	\$ -		\$ 585.00	100%	\$ -	\$ -
8	Labor	\$ 915.00	\$ 915.00	\$ -		\$ 915.00	100%	\$ -	\$ -
9	Payment & Performance Bond	\$ 15.00	\$ 15.00	\$ -		\$ 15.00	100%	\$ -	\$ -
10									
11	METAL ROOFS SUBCONTRACTED								
12									
13	Convention Ctr-Standing Seam (\$1,200,000.00)								
14	Material	\$ 668,876.93	\$ 668,876.93	\$ -	\$ -	\$ 668,876.93	100%	\$ -	\$ -
15	Labor	\$ 531,123.07	\$ 531,123.07	\$ -		\$ 531,123.07	100%	\$ -	\$ -
16									
17	Police Dept - Standing Seam (\$129,815.40)								
18	Material	\$ 70,014.40	\$ 70,014.40	\$ -	\$ -	\$ 70,014.40		\$ -	\$ -
19	Labor	\$ 59,801.00	\$ 59,801.00	\$ -		\$ 59,801.00		\$ -	\$ -
20	Payment & Performance Bond	\$ 1,298.00	\$ 1,298.00	\$ -		\$ 1,298.00		\$ -	\$ -
21						\$ -		\$ -	\$ -
22						\$ -		\$ -	\$ -
23						\$ -		\$ -	\$ -
		\$ 1,362,229.46	\$ 1,362,229.46	\$ -	\$ -	\$ 1,362,229.46	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 11 of 13 pages

AIA DOCUMENT G 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use column 1 and Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

16

APPLICATION DATE:

10/31/25

PERIOD TO:

10/31/25

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	Transit Transfer Station (\$138,230.00)					\$ -		\$ -	\$ -
2	Material	\$ 65,600.00	\$ 65,600.00	\$ -	\$ -	\$ 65,600.00	100%	\$ -	\$ -
3	Labor	\$ 72,630.00	\$ 72,630.00	\$ -		\$ 72,630.00	100%	\$ -	\$ -
4	Performance & Payment Bond	\$ 1,382.00	\$ 1,382.00	\$ -		\$ 1,382.00	100%	\$ -	\$ -
5									
6	Glass Pavilion (\$120,727.20)								
7	Material	\$ 67,927.20	\$ 67,927.20	\$ -	\$ -	\$ 67,927.20	100%	\$ -	\$ -
8	Labor	\$ 52,800.00	\$ 52,800.00	\$ -		\$ 52,800.00	100%	\$ -	\$ -
9	Performance & Payment Bond	\$ 1,207.00	\$ 1,207.00	\$ -		\$ 1,207.00	100%	\$ -	\$ -
10									
11	Harry E. Kelley Park (\$223,053.60)								
12	Material	\$ 125,576.00	\$ 125,576.00	\$ -	\$ -	\$ 125,576.00	100%	\$ -	\$ -
13	Labor	\$ 97,477.60	\$ 97,477.60	\$ -		\$ 97,477.60	100%	\$ -	\$ -
14	Performance & Payment Bond	\$ 2,215.00	\$ 2,215.00			\$ 2,215.00	100%	\$ -	\$ -
15								\$ -	\$ -
16	Compass Splash Pad (\$18,625.20)							\$ -	\$ -
17	Material	\$ 10,625.20	\$ 10,625.20	\$ -	\$ -	\$ 10,625.20	100%	\$ -	\$ -
18	Labor	\$ 8,000.00	\$ 8,000.00	\$ -		\$ 8,000.00	100%	\$ -	\$ -
19	Performance & Payment Bond	\$ 186.00	\$ 186.00	\$ -		\$ 186.00	100%	\$ -	\$ -
20									
21									
22									
23									
		\$ 505,626.00	\$ 505,626.00	\$ -	\$ -	\$ 505,626.00	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 12 of 13 pages

AIA DOCUMENT G 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use column 1 and Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

16

APPLICATION DATE:

10/31/25

PERIOD TO:

10/31/25

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION D + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	SHINGLE WORK SUBCONTRACTED:								
2									
3	Elm Grove Center @ MLK (\$52,832.56)								
4	Material	\$ 29,819.89	\$ 29,819.89	\$ -		\$ 29,819.89	100%	\$ -	\$ -
5	Labor	\$ 23,012.67	\$ 23,012.67	\$ -		\$ 23,012.67	100%	\$ -	\$ -
6	Performance & Payment Bond	\$ 28.00	\$ 28.00	\$ -		\$ 28.00	100%	\$ -	\$ -
7									
8	Elm Grove Pavilion @ MLK (\$2,815.41)								
9	Material	\$ 1,515.42	\$ 1,515.42	\$ -		\$ 1,515.42	100%	\$ -	\$ -
10	Labor	\$ 1,299.99	\$ 1,299.99	\$ -		\$ 1,299.99	100%	\$ -	\$ -
11	Performance & Payment Bond	\$ 28.00	\$ 28.00	\$ -		\$ 28.00	100%	\$ -	\$ -
12									
13	MLK Park Restroom Bldg #1 (\$5,597.00)								
14	Material	\$ 3,331.52	\$ 3,331.52	\$ -		\$ 3,331.52	100%	\$ -	\$ -
15	Labor	\$ 2,265.48	\$ 2,265.48	\$ -		\$ 2,265.48	100%	\$ -	\$ -
16	Performance & Payment Bond	\$ 56.00	\$ 56.00	\$ -		\$ 56.00	100%	\$ -	\$ -
17									
18	Darby Center -Shake Shingles (\$89,777.93)								
19	Material	\$ 50,275.05	\$ 50,275.05	\$ -		\$ 50,275.05	100%	\$ -	\$ -
20	Labor	\$ 39,502.88	\$ 39,502.88	\$ -		\$ 39,502.88	100%	\$ -	\$ -
21	Performance & Payment Bond	\$ 898.00	\$ 898.00	\$ -		\$ 898.00	100%	\$ -	\$ -
22									
23									
		\$ 152,032.90	\$ 152,032.90	\$ -	\$ -	\$ 152,032.90	100%	\$ -	\$ -

DALE CRAMPTON COMPANY APPLICATION FOR PAYMENT

CONTINUATION SHEET

AIA DOCUMENT G 703

page 13 of 13 pages

AIA DOCUMENT G 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use column 1 and Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

15

APPLICATION DATE:

9/25/25

PERIOD TO:

9/30/25

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION + E	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE D+ E +F	% (G/C)	BALANCE TO FINISH (C G)	RETAINAGE 10%
1	Tilles Park Concession (\$9,715.17)								
2	Material	\$ 3,034.86	\$ 3,034.86	\$ -		\$ 3,034.86	100%	\$ -	\$ -
3	Labor	\$ 6,680.31	\$ 6,680.31	\$ -		\$ 6,680.31	100%	\$ -	\$ -
4	Performance & Payment Bond	\$ 97.00	\$ 97.00	\$ -		\$ 97.00	100%	\$ -	\$ -
5									
6	Fort Smith Park Pavilions (\$15,203.50)								
7	Material	\$ 7,954.35	\$ 7,954.35	\$ -		\$ 7,954.35	100%	\$ -	\$ -
8	Labor	\$ 7,249.15	\$ 7,249.15	\$ -		\$ 7,249.15	100%	\$ -	\$ -
9	Performance & Payment Bond	\$ 152.46	\$ 152.46	\$ -		\$ 152.46	100%	\$ -	\$ -
10	Senior Activity Center-Cavanaugh Rd (266,440.00)								
11	Material & Labor	\$ 266,440.00	\$ 266,440.00	\$ -	\$ -	\$ 266,440.00	100%	\$ -	\$ -
12	Contingency Deleted Contingency 10/31/25	\$ -				\$ -		\$ -	\$ -
13	Page 2 Total	\$ 3,864,396.28	\$ 3,864,396.28	\$ -	\$ -	\$ 3,864,396.28	100%	\$ -	\$ -
14	Page 3 Total	\$ 558,312.00	\$ 558,312.00	\$ -		\$ 558,312.00	100%	\$ -	\$ -
15	Page 4 Total	\$ 391,126.00	\$ 391,126.00	\$ -		\$ 391,126.00	100%	\$ -	\$ -
16	Page 5 Total	\$ 312,320.25	\$ 312,320.25	\$ -	\$ -	\$ 312,320.25	100%	\$ -	\$ -
17	Page 6 Total	\$ 210,203.00	\$ 210,203.00	\$ -	\$ -	\$ 210,203.00	100%	\$ -	\$ -
18	Page 7 Total	\$ 196,661.00	\$ 196,661.00	\$ -	\$ -	\$ 196,661.00	100%	\$ -	\$ -
19	Page 8 Total	\$ 86,111.94	\$ 86,111.94	\$ -	\$ -	\$ 86,111.94	100%	\$ -	\$ -
20	Page 9 Total	\$ 172,450.24	\$ 172,450.24	\$ -	\$ -	\$ 172,450.24	100%	\$ -	\$ -
21	Page 10 Total	\$ 1,362,229.46	\$ 1,218,019.73	\$ 144,209.73	\$ -	\$ 1,362,229.46	100%	\$ -	\$ -
22	Page 11 Total	\$ 505,626.00	\$ 505,626.00	\$ -	\$ -	\$ 505,626.00	100%	\$ -	\$ -
23	Page 12 Total	\$ 152,032.90	\$ 152,032.90	\$ -	\$ -	\$ 152,032.90	100%	\$ -	\$ -
		\$ 8,103,077.20	\$ 7,958,867.47	\$ 144,209.73	\$ -	\$ 8,103,077.20	100%	\$ -	\$ -

PROJECT SUMMARY

Roof Repairs – 2023 Hail Damage

Contractor: Quality Roofing Contractors of Southeast Missouri, Inc.
DBA Dale Crampton Company

Project Description:

The roofs of thirty-eight (38) City owned buildings were damaged during a large hailstorm which occurred on April 15, 2023. A claim for damage was filed with the City's insurance provider, Arkansas Municipal League ("AML") on April 21, 2023. Initial estimates provided by the AML adjuster proved to be problematic in both their scope and valuations. Dale Crampton Company was contacted initially to provide documentation for the roofs, most of which they had repaired in the past, and to provide estimates when needed. In the interim, AML issued initial payments based on the first estimates. After a lengthy process of negotiating the value of roof damage per building, AML filed a claim with their own reinsurance company in approximately April 2024. The reinsurance company had their own adjusters provide estimates for most of the buildings. To date, AML continues to issue payments to the City based on the reinsurance estimates. Notably, proceeds remain due on the Convention Center repair.

The City entered a contract with Dale Crampton Company for the roof repair/replacement in August 2024 and work commenced that same month. Representatives from Dale Crampton were in constant contact with AML and the reinsurance company's adjusters. They also assisted City staff with this complex and lengthy process.

Dale Crampton Company repaired a wide range of City buildings including the Convention Center, and iconic buildings such as the Harry E. Kelley Events Building and Miss. Laura's. Each roof replacement comes with a 20-year warranty.

Contract Price:	\$7,902,106.15
Change Orders:	\$354,410.00
Less Previous Payments:	\$7,853,288.44
Less Contingency:	\$153,438.95
Final Payment Amount:	\$249,788.76



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities
DATE: November 10, 2025
SUBJECT: Highway 45 Utility Relocation, Project 19-12-C1, Counteroffer

SUMMARY

The Arkansas Department of Transportation (ArDOT) is currently in the acquisition phase to widen and realign State Highway 45 from the intersection of U.S. Highway 71 to the intersection of State Highway 255 (ArDOT Job: 040713). As part of their project, ArDOT is acquiring the additional Right of Way (ROW) from the existing landowners. ArDOT's standard policy does not approve utilities to be placed within their ROW and as such will require the City of Fort Smith Engineering Department-Utilities, along with other utilities, to move their infrastructure outside the proposed ROW. ArDOT will reimburse the actual expenses directly incurred by Engineering-Utilities due to ArDOT's project.

<u>Parcel No.</u>	<u>Owner</u>	<u>Counteroffer</u>
14000-0002-00000-02	Grand Plaza, Inc.	\$3,324.00

The City's independent appraiser, Tommy M. Matthews, established land values for the above tract at \$1,500.00. The property owners of Tract 8, Grand Plaza, Inc. made a counteroffer of \$3,324.00.

In consideration of the projects scheduling and cost of eminent domain proceedings which would likely exceed the increased payment, staff recommends the attached Resolution, authorizing the City Administrator to accept the owner's counteroffer be approved.

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

If you or members of the Board have any questions or desire additional information, please let me know.

ATTACHMENTS

1. [11-18-25_Item_ID_2335_Resolution_Engineering-Utilities.pdf](#)
2. [11-18-25 Item ID 2335 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$3,324.00

BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY ADMINSTRATOR TO ACCEPT AN OFFER MADE
 BY PROPERTY OWNER FOR THE ACQUISITION OF AN EASEMENT IN
CONNECTION WITH THE HIGHWAY 45 UTILITY RELOCATION, PROJECT NO. 19-12-C1

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

The City Administrator is hereby authorized to accept offers made by the following
 property owners:

<u>Parcel No.</u>	<u>Owner</u>	<u>Offer</u>
14000-0002-00000-02	Grand Plaza, Inc.	\$3,324.00

and to make payment for same in connection with the acquisition of a water and sewer utility
 easement for the Highway 45 Utility Relocation, Project No. 19-12-C1.

This Resolution adopted this _____ day of November, 2025.

APPROVED:

 Mayor

Attest:

 City Clerk

APPROVED AS TO FORM:



 npr

WARD 3

HARPER DR

PAR# 14000-0002-00000-02
Grand Plaza

AYERS RD

From: [Bethel, Chad](#)
To: ["John Cooley"](#)
Subject: RE: Grand Plaza Letter - Value of Easement - Hwy 45 South Expansion
Date: Tuesday, October 28, 2025 10:11:00 AM

John,

I made a mistake in my last email, the board meeting will be on 11/4 and not 11/7.

Thank you,
Chad Bethel

-----Original Message-----

From: John Cooley <jcooley@plasolutions.com>
Sent: Monday, October 27, 2025 2:50 PM
To: Bethel, Chad <CBethel@FortSmithAR.gov>
Cc: Colby Roe <croe@dailywoods.com>
Subject: RE: Grand Plaza Letter - Value of Easement - Hwy 45 South Expansion

****CAUTION: EXTERNAL-EMAIL** This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. ******

Yes please.

John Cooley

Chief Financial Officer
1100 Garrison Avenue, Fort Smith, AR 72901
479-478-7878

-----Original Message-----

From: Bethel, Chad <CBethel@FortSmithAR.gov>
Sent: Monday, October 27, 2025 2:47 PM
To: John Cooley <jcooley@plasolutions.com>
Cc: Colby Roe <croe@dailywoods.com>
Subject: RE: Grand Plaza Letter - Value of Easement - Hwy 45 South Expansion

[CAUTION] This message is from outside of PLOfA. Please take caution before clicking any links or communicating sensitive information.

John,

So you want your counteroffer to be -

\$3.00 per sqft at 100% value of the easement area which is \$3,324 total.

Please respond if this is correct and I will take it to the board on 11/7.

Thank you,

Chad Bethel

-----Original Message-----

From: John Cooley <jcooley@plasolutions.com>
Sent: Monday, October 27, 2025 2:12 PM
To: Bethel, Chad <CBethel@FortSmithAR.gov>
Subject: FW: Grand Plaza Letter - Value of Easement - Hwy 45 South Expansion

****CAUTION: EXTERNAL-EMAIL** This message originated from outside the organization. Please do not click on any links or open attachments unless you recognize the sender and know the content is safe. ******

Chad,

I appreciate the email and the voicemail but, regardless of how the city calculates it, I believe \$3.00 per square foot is the right amount. This \$3.00 rate is consistent with what the state and city paid several years ago.

John Cooley

Chief Financial Officer
1100 Garrison Avenue, Fort Smith, AR 72901
479-478-7878

-----Original Message-----

From: John Cooley
Sent: Thursday, September 11, 2025 3:20 PM
To: Chad Bethel <CBethel@FortSmithAR.gov>
Subject: FW: Grand Plaza Letter - Value of Easement - Hwy 45 South Expansion

Chad,

Just wanted to confirm you received my letter.

Thanks,

John Cooley

Chief Financial Officer
1100 Garrison Avenue, Fort Smith, AR 72901
479-478-7878

-----Original Message-----

From: John Cooley <jcooley@propak.com>
Sent: Monday, September 8, 2025 11:42 AM
To: CBethel@FortSmithAR.gov
Subject: Grand Plaza Letter - Value of Easement - Hwy 45 South Expansion

Chad,

Attached please find a letter requesting the City use a higher price per square foot on the proposed permanent easement. If you have questions or need any additional information, please let me know.

Regards,

John Cooley

Chief Financial Officer
1100 Garrison Avenue, Fort Smith, AR 72901

479-478-7878

Project Name: Hwy 45 Utility Relocation
Project No. 19-12
Tract No. 8
October 28, 2025

WATER AND SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Grand Plaza Inc.** their heirs, successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) water and sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said water and sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

An easement crossing part of Tract 2 of Industrial Park South No. 3 an addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Tract 2, said point being the intersection of the Northerly right-of-way of Ayers Road (60' right-of-way) and the Easterly right-of-way of a railroad spur (40' right-of-way); thence N76°43'40"E 368.99', along said Northerly right-of-way of Ayers Road; thence continuing along said right-of-way along a curve to the left having a central angle of 16°49'03" and a radius of 378.22 to a point subtended by a chord bearing and distance of N68°19'09"E 110.62' to the Point of Beginning; thence N31°30'09"W 80.05'; thence N58°29'51"E 14.00' to the West line of an existing City of Fort Smith Water and Sewer Easement (filed in Doc. #2022-30394); thence along said West easement line S31°30'09"E 74.18'; thence continuing along said West easement line S06°08'25"W 7.56' to said Northerly right-of-way of Ayers Road; thence along said right-of-way S58°38'00"W 0.95'; thence continuing along said right-of-way along a curve to the right having a central angle of 01°16'37" and a radius of 378.22' to a point subtended by a chord bearing and distance of S59°16'19"W 8.43' to the Point of Beginning, containing 1,108 sq. feet or 0.02 acre more or less.

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

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

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further, GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Water and Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

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

Grand Plaza Inc.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a/an _____ who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed and in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

Witness my hand and official seal.

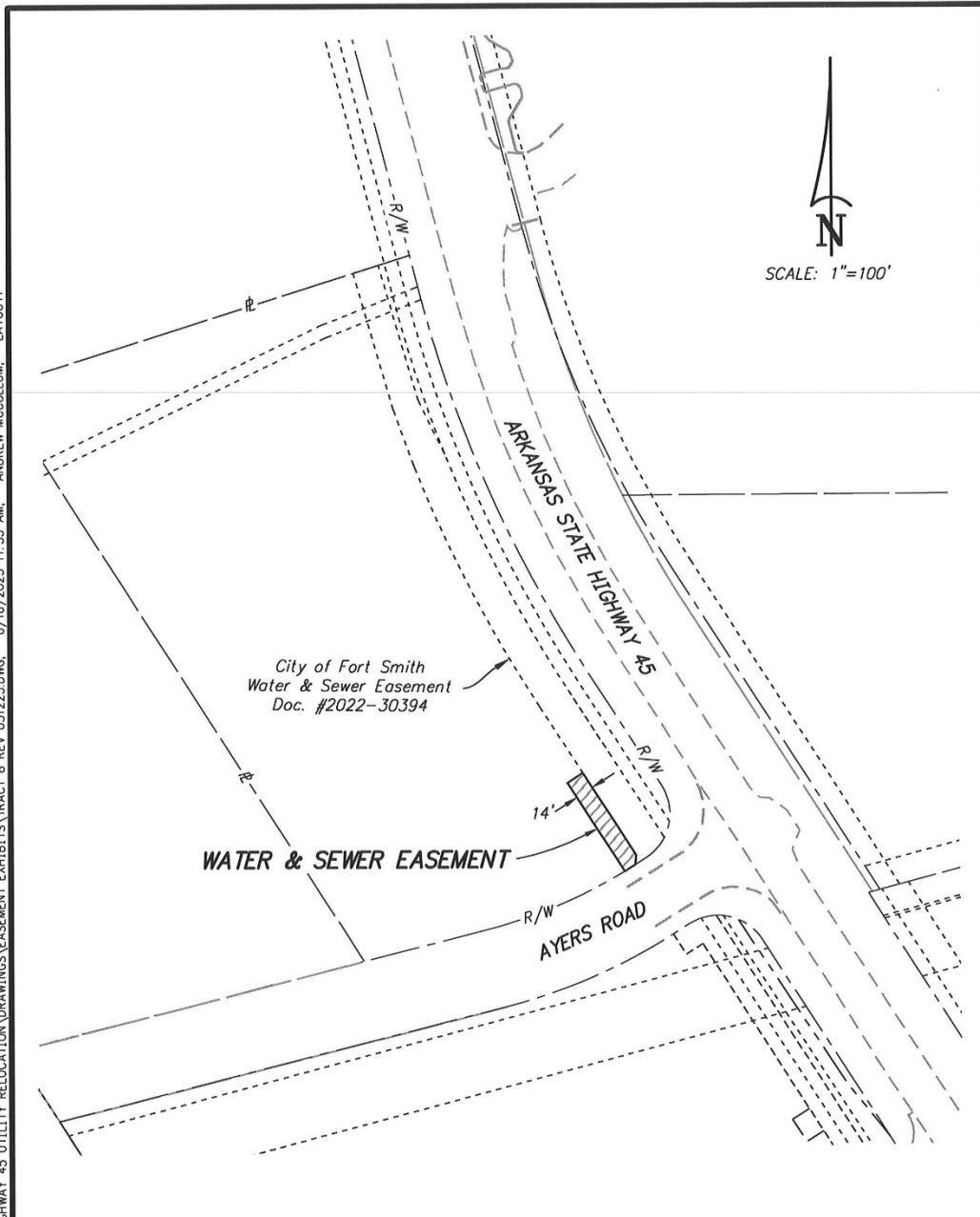
Notary Public, State of _____

My Commission Expires: _____

(Seal)

My Commission Number: _____

Z:\19\19-12-ED1 HIGHWAY 45 UTILITY RELOCATION\DRAWINGS\EASEMENT EXHIBITS\TRACT 8 REV 051225.DWG, 6/16/2025 11:55 AM, ANDREW MCCOLLUM, LAYOUT1



HW 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

EXHIBIT A
WATER UTILITY IMPROVEMENTS
TRACT 8 - GRAND PLAZA INC.
FOR: FORT SMITH UTILITY DEPARTMENT

DATE: 06/16/25

SCALE: 1"=100'

JOB NO. 19-12-ED1

**ESTIMATED MARKET VALUE LOSS DUE TO A
1,108 SF PERMANENT WATER & SEWER
UTILITY EASEMENT**

CITY PROJECT NO. 19-12-ED1

TRACT # 8

Part of ArDOT's TRACT #22

**GRAND PLAZA, INC.
PROPERTY OWNER**

Northwest Corner of Highway 45 South and Ayers Road

***Part of Tract 2, Industrial Park South No. 3, an addition to the
City of Fort Smith, Sebastian County, Arkansas***

for the

CITY OF FORT SMITH

by

**TOMMY M. MATTHEWS, MAI SRA
REAL ESTATE APPRAISER
P. O. BOX 3176
LITTLE ROCK, AR 72203**

as of

JULY 12, 2025

Tommy M. Matthews, MAI SRA

Real Estate Appraiser
501-412-4206
matthewsmai@yahoo.com



July 15, 2025

Mr. Chad Bethel
Real Property Manager
Utilities Department
CITY OF FORT SMITH
801 Carnall Avenue, Suite 500
Fort Smith, AR 72904

RE: Summary Appraisal Report of a market value loss due to proposed Permanent Water & Sewer Easement to be located on +/- 3.1 Acres (after ArDOT fee acquisition) at the northwest corner of Highway 45 South and Ayers Road, Fort Smith, Arkansas. Grand Plaza, Inc., property owner.

Mr. Bethel:

At your request, I have inspected and prepared an appraisal report on the aforementioned property before and after a proposed Permanent Water and Sewer Easement extension. The City will be relocating a water and sewer line onto the remainder after the Arkansas Highway Department's fee acquisition for the widening of Highway 45 South.

The ArDOT (Arkansas Department of Transportation) combined both Grand Plaza tracts together (ArDOT Tract #22) even though they have separate legal descriptions. The engineers for the City and the county taxing authority have divided these tracts. The tracts as divided are correct for appraisal purposes since the tracts are subdivided with their own legal description. This division does not meet the individual use as the Larger Parcel requirement of unity of use. The ARDOT indicates the Fee Acquisition at 0.39 acres as one tract. The estimate of the remainder of the separate tracts is made by the appraiser via scaling and deriving a percentage of the remainder ascribed to each tract. ArDOT indicates that the two tracts together contain 9.97 acres. Tax records indicate 8.44 acres. My scaling of the tax map indicates +/- 8.6 acres. Since the ARDOT did not separate the tracts, I have relied on the Tax Records and the County's estimate of 8.44 acres and the division of the tracts into 5.13 Acres for Tract #7 and 3.31 Acres for the subject Tract #8.

Please note that the value for the whole property is based on a value per square foot and the size difference would not affect my estimate of value per square foot. The loss in value is based on this value per square foot; thus, the estimated value loss will not be affected by the estimated size differences.

I previously prepared an appraisal on this property with an effective date of July 15, 2021 and a report date of July 20, 2021. The purpose of that report was to estimate a market value loss due to a permanent water and sewer utility easement along the new highway right-of-way. These easements have been purchased by the City and are a part of the Before Value of the tract valued in this report. The proposed easement will run along the west side of the previously purchased water and sewer easements.

The purpose of the proposed utility easement is to expand the existing water and sewer easement when relocating the existing waterline and sewer line inside the tract after the highway right-of-way has been acquired. These easements are for service (not transmission) uses, will be water and sewer service to other users and thus, not a specific enhancement to the subject property.

The value loss is based on the highway acquisition being acquired and the highway improvements complete. This is a hypothetical condition of the report but a client instruction. The easements existing on the site before will be discussed but are not an appraisal factor since the value loss is based on the Remainder After ArDOT's fee acquisition.

The Permanent Water and Sewer Utility Easement will contain 1,108 SF and is an extension of the 9,748 SF Water and Sewer Easement already acquired by the City. The easements are described in the attached appraisal report

The Highway widening improvements are not complete as of the effective date of this appraisal. The utility easement which is the subject of this report are proposed but may be referred to as the easement in the report. Not knowing all the details of the State's highway acquisition and the relocation of other easements onto the remainder, several assumptions had to be made regarding the Highway Department's remainder property. Based on my inspection of the property, it appears that a waterline easement, a sewer easement and an overhead power line easement were on the tract prior to the Highway widening. These will be addressed in the Extraordinary Assumptions in the attached report.

The proposed Permanent Water and Sewer Easement will be 14' wide, will be adjacent to the west side of the existing Water and Sewer Easement and run north from the Ayers Road R/W +/- 80'. The purpose of the proposed utility easement is to expand the existing water and sewer easement necessary for the installation of the water and sewer lines.

Since my appraisal is based on the valuation loss due to the proposed utility easement on the Highway Department's remainder, it is "as if" the highway right-of-way was acquired and any damaged improvements removed, modified or replaced and any damages rectified by ArDOT. There appear to be no improvements in the highway right-of-way acquisition or the proposed utility easements other than possible existing utilities.

Eminent Domain appraisals for the City of Fort Smith are based on the Federal Rule which is an “immediately before” and an “immediately after” method. This method is hypothetical but is the required method of appraisal for the Permanent Easements. Since the proposed acquisition is an easement, the land area of the subject will not be reduced but the land will be subject to the permanent easement restrictions.

The intended use of this appraisal is for negotiations between the City of Fort Smith and the property owner regarding the purchase of the Permanent Water and Sewer Easement. The only intended user of this report is the City of Fort Smith. It is understood that the property owner will have access to this report but is not an intended user. No others are intended users of this report.

The Before value estimate is typically “as is” as of the effective date of this appraisal, but at the client’s request, is valued “as if” the highway improvements were complete. An After value is based on any improvements on the property affected being replaced in at least equal condition. There are no known improvements on the tract. Any inconvenience, noise, interruption of business etc. are not taken into consideration by the real estate appraiser valuing the loss in market value. Enhancement due to the highway widening is included in my Before Value Estimate since the appraisal is “as if” the highway was four lanes and the subject considered superior to two lane sales. The same utilities existing on the tract before the highway widening were not taken into consideration since this is a new easement on the Highway Department’s remainder. However, the Water and Sewer Easements acquired by the City on the Remainder Tract are taken into account.

The value loss from the Permanent Easement acquisition is contingent on (1) reasonable access will be allowed to the property if interrupted by the construction within the utility easement (even though the easement is on an Immediately Before and an Immediately After method) and (2) any improvements and ground area affected by the construction of the water and sewer line improvements will be returned to at least equal condition as before the easement acquisition. See other Extraordinary Assumptions in the body of the report.

The property was inspected on July 12, 2025. Previous inspections for the existing water and sewer easement were on January 26, 2021 and July 15, 2021. The effective date of this appraisal is July 12, 2025, the date the site inspection. The inspection was of the site and the proposed easement area from the street without the property owner. I have relied on construction plans, maps and legal description by the Engineers, ArDOT plans, City and County data and aerial photography to assist me in viewing the site and easement area.

The method of appraising the property was to search the market for data which could be compared to the subject property to estimate value. All three approaches to value, the Cost Approach, the Income Approach and the Direct Sales Comparison Approach, were considered. Only the Direct Sales Comparison Approach was processed in valuing the subject site.

The scope of the appraisal (which will be discussed in the report) is to provide you, the client, with a narrative appraisal report which conforms to the requirements of the Uniform Standards of Professional Appraisal Practice. The whole property and remainder property were analyzed to determine if there would be any damages to the remainder outside the proposed easement area due to the acquisition. It was determined there are no damages to the remainder site outside the easement with any loss in value being confined to the easement area. The area of the easement within the building setbacks (front, side and street side) and outside the building setbacks can result in different value losses and will be addressed in the appraisal report.

After an inspection and analysis of the subject property, the subject neighborhood and relevant market data, it is my opinion that the market value loss of the subject due to the proposed permanent water and sewer easement as of July 12, 2025 is as follows:

PERMANENT UTILITY EASEMENT \$1,500

Since the value loss estimate of the permanent easement is based on the “immediately before” and “immediately after” scenario, there is no loss estimated for inconvenience, loss of business, noise, etc. The City will have the right to enter the easement area in case of any required maintenance on the lines, which is a very rare occurrence, especially on a new line. The City also retains the right to replace the water and/or the sewer line in the future but the easement is not a license to install other utilities by the City or other utility companies.

Your attention is directed to the following appraisal report which sets forth my descriptions, analysis and conclusions as to the final value estimate with the location and physical description of the subject property being more specifically defined.

Respectfully submitted,



Tommy M. Matthews, MAI SRA
Certified General License #CG0488





MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities
DATE: November 12, 2025
SUBJECT: Highway 255 18-inch Waterline Relocation, Project No. 23-06-C1

SUMMARY

On October 19, 2023, the Board of Directors approved the bid of Forsgren, Inc in the amount of \$784,295.00, with a contract time of 120 days. The scope of this project includes the relocation of an 18" water transmission line to accommodate an Arkansas Department of Transportation (ARDOT) project to widen Arkansas State Highway 255. Change Order 1 was approved on October 22, 2025, to repair a large valve vault which increased the total contract amount by \$14,650.00, increasing the total contract amount to \$798,945.00 and adding an additional 75 days for a total of 195 days for final completion. Change Order 2 was approved on January 7, 2025, in the amount of \$179,890.00 for the adjustment of a 12" water line and adding 75 additional days to the contract. Change Order 3 was approved on February 18, 2025, to change the materials of Change Order 2 to add \$14,440 for a total of \$993,275.00. An exhibit showing the location of the project and a project summary sheet are attached for your review.

As this project is complete, a reconciliation change order is needed to adjust the contract amount to the actual cost. Change Order 4 includes a decrease in the contract amount of \$67,780.48, adjusting the contract to \$925,494.52. An increase of 45 days will be added to account for weather days for a total of 315 days.

The attached Resolution authorizes the Mayor to execute a deductive change order with Forsgren, Inc, in the amount of -\$67,780.48, resulting in an adjusted contract amount of \$925,494.52, with the addition of 45 adjusting the total contract time to 315 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. [11-18-25_Item_ID_2337_Resolution_Engineering-Utilities.pdf](#)
2. [11-18-25_Item_ID_2337_Attachment_Engineering-Utilities.pdf](#)

FISCAL IMPACT: *-\$67,780.48 and add 45 days*

BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2018 Revenue Bonds*

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 4 WITH FORSGREN, INCORPORATED FOR THE HIGHWAY 255
18-INCH WATERLINE RELOCATION, PROJECT NO. 23-06-C1

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

SECTION 1: Change Order No. 4 with Forsgren, Incorporated for the construction of the 18-Inch Waterline Relocation, Project No. 23-06-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute Change Order No. 4 with Forsgren, Incorporated reducing the contract amount by \$67,780.48 and increasing the number of days by 45, reducing the total contract amount to \$925,494.52 for a period of 315 days for final completion.

This Resolution adopted this _____ day of _____, 2025.

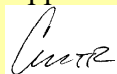
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

CHANGE ORDER

Project: Highway 255 18-Inch Water Line Relocation

Change Order No.: 4

Project No.: 23-06-C1

Contractor: Forsgren, Inc

Contract Date: 10/19/2023

Description: This change order is for the reconciliation of the work completed on the project.

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

Change To The Project Price:

Original Contract Price	\$ 784,295.00
Contract Price for Change Orders To Date	\$ 208,980.00
The Contract Price for this Change Order	\$ (67,780.48)
The Contract Price Following This Change Order Will Be	\$ 925,494.52
Cost of Work Completed to Date	\$ 904,145.93
Contract Balance Remaining	\$ 21,348.59

Change To The Project Time:

Original Contract Time for Substantial Completion (Days)	90
Additional Contract Time for Substantial Completion Due to Change Orders To Date (Days)	150
Additional Contract Time for Substantial Completion Due to This Change Order (Days)	45
The Contract Time to Reach Substantial Completion Following This Change Order Will Be (Days)	285
Time Allowed for Final Completion (Days)	30
Total Contract Days	315

Signatures:

Forsgren, Inc

Steve Forsgren

P.E.

Date: 11/5/25

Owner, City of Fort Smith, AR

George McGill, Mayor

Date: _____

ATTEST:

City Clerk

Project Summary

Project Name:

Highway 255 18-Inch Water Line Relocation Complete

Project Status:**Project Number:**

23-06-C1

Today's Date:

November 5, 2025

Project Engineer:

Ben Fears

Staff Contact Name:

Jimmy Johnson

Project Contractor:

Forsgren, Inc

Staff Contact Phone:

479-784-2274

Notice to Proceed Issued:

11/27/2023

Contact Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	\$784,295.00	120
Change Order(#1):	\$14,650.00	75
Change Order(#2):	\$179,890.00	75
Change Order(#3):	\$14,440.00	0
This Change Order(#4):	-\$67,780.48	45
Total Change Orders:	\$141,199.52	195
Adjusted Contract:	\$925,494.52	315

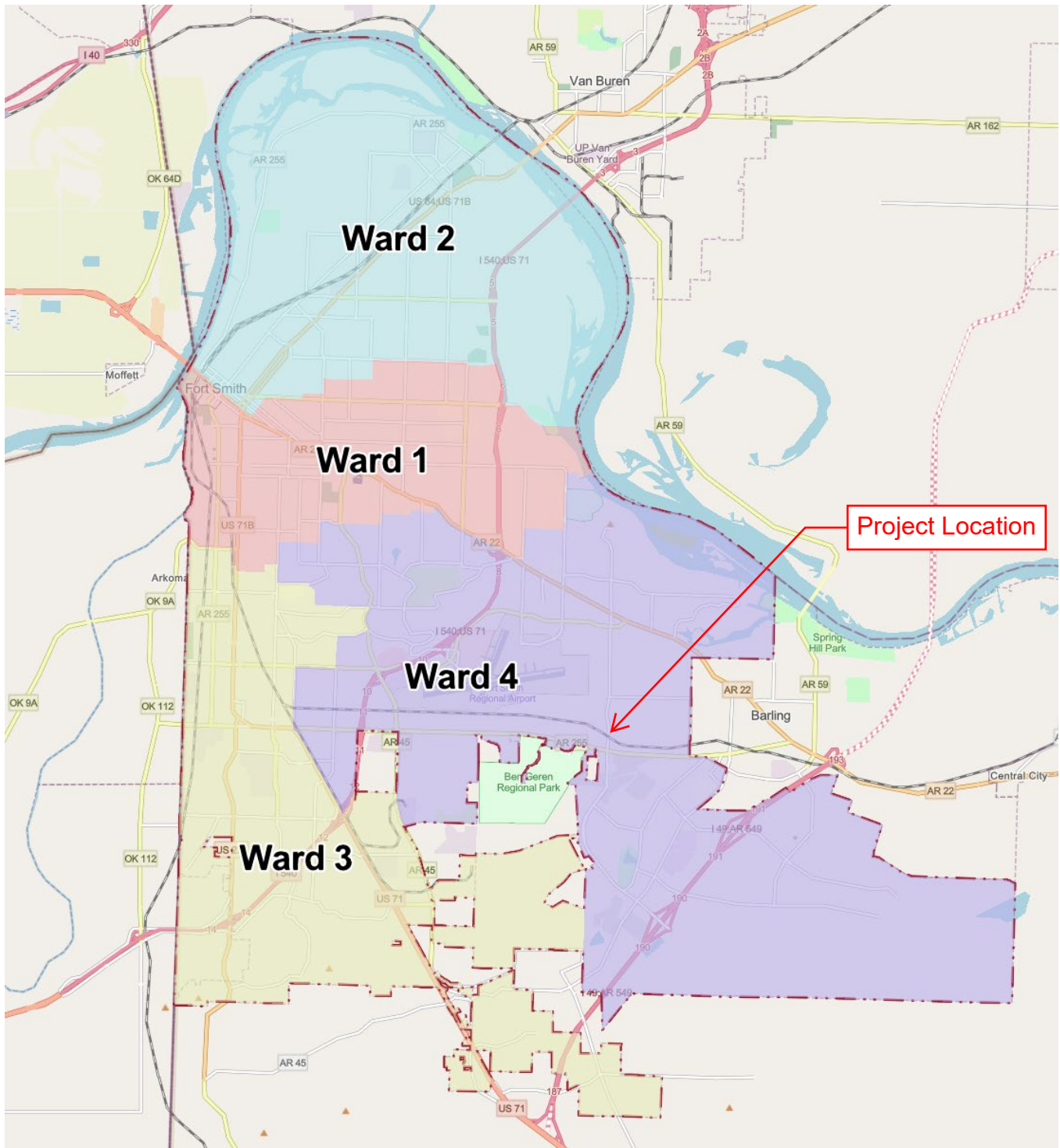
Contract Payment Breakdown		
	Dollar Amount	
Adujusted Contract Amount	\$925,494.52	
Previous Payments	\$904,145.93	
Contract Balance Remaining	\$21,348.59	2.31%

Final Comments:

This is a reconciliation change order to zero out the contract amount and to account for weather days.

23-06-C1 - Hwy 255 18-Inch Water Line Relocation

Project Location Map



Location Map
(Ward 4)



Change Order 1
Valve Vault
Location

Change Order 2 & 3
Site Location

Original Project
Location

CHANGE ORDER NO. ⁴~~5~~ - Reconciliation

BF

Highway 255 18-Inch Waterline Relocation - City of Fort Smith Project No. 23-06-C1
City of Fort Smith, Arkansas

Date: October 6, 2025

Contractor: Forsgren, Inc.
Engineer: Halff Associates, Inc.

Current Contract Amount: \$ 993,275.00
Substantial Completion Contract Time (calendar days): 315

Bid Item	Add or Delete	Description	Unit	Quantity	Unit Price	Increase (Decrease) in Contract Price
9	Delete	Flowable Fill	Cu. Yd.	23.77	\$ 215.00	\$ (5,110.55)
11.	Delete	Surface Patch	Sq. Yd.	41.92	\$ 95.00	\$ (3,982.40)
13.	Delete	Water Pipe (18-inch, Ductile Iron, Class 250) open cut)	Lin. Ft.	24.84	\$ 292.00	\$ (7,253.28)
14.	Delete	Fittings (AWWA C-153 Compact)	Pounds	1359	\$ 25.00	\$ (33,975.00)
17.	Add	Remove and Reconstruct Barbed Wire Fence (4-strand b	Lin. Ft.	265	\$ 16.00	\$ 4,240.00
CO2.5	Delete	Rock Excavation (Trenches)	Cu. Yd.	60.7	\$ 150.00	\$ (9,105.00)
CO2.6	Delete	Concrete Encasement	Cu. Yd.	19.75	\$ 325.00	\$ (6,418.75)
CO2.7	Delete	Flowable Fill	Cu. Yd.	7	\$ 235.00	\$ (1,645.00)
CO2.8	Delete	Seeding, Fertilizing and Mulching	Sq. Yd.	100	\$ 5.00	\$ (500.00)
CO2.11	Add	Fittings (AWWA C-153 Compact)	LBS	106	\$ 22.00	\$ 2,332.00
CO2.12	Delete	Cut and Plug Existing Water Line (12")	Each	1	\$ 6,800.00	\$ (6,800.00)
CO3.1	Delete	Water Pipe (12-inch, Ductile Iron, Class 350) open cut)	Lin. Ft.	6.25	\$ 490.00	\$ (3,062.50)
FD#1	ADD	Additional Waterline Flushing, Disinfecting and Testing	LS	1.00	\$ 3,500.00	\$ 3,500.00
TOTAL:						\$ (67,780.48)

The sum of \$67,780.48 is hereby deducted from the total contract price, and the total adjusted contract price to date is: \$ 925,494.52
This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by:
HALFF ASSOCIATES, INC.

By:


Travis Brisendine, P.E. Date 10/22/25

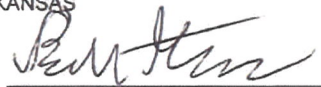
Accepted by:
FORSGREN, INC.

By:


Steve Forsgren, P.E. Date 10-22-25

Approved By:
CITY OF FORT SMITH, ARKANSAS

By:


Ben Fears, P.E. Date 10/23/25



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities
DATE: November 12, 2025
SUBJECT: Final Payment to Forsgren, Inc. for the Highway 255 18-inch Waterline Relocation, Project No. 23-06-C1

SUMMARY

On October 19, 2023, the Board of Directors approved the bid of Forsgren, Inc in the amount of \$784,295.00, and for a contract time of 120 days. The scope of this project includes the scope of this project includes the relocation of an 18" water transmission line to accommodate an Arkansas Department of Transportation (ARDOT) project to widen Arkansas State Highway 255. Necessary change orders increased the contract amount to \$925,494.52 and contract time to 315 days. A project summary sheet and presentation are attached for your review.

This Project was completed 42% over the original contract amount, with a final completion date of September 26, 2025. The majority of the project is 100% reimbursable by ArDOT, with the exception of the water valve modifications which will be reimbursed at 67.51%.

The attached Resolution authorizes the Mayor to accept the project as complete and authorizing final payment to Forsgren, Inc, in the amount of \$21,348.59.

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

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

ATTACHMENTS

1. [11-18-25_Item_ID_2343__Resolution_Engineering-Utilities.pdf](#)
2. [11-18-25 Item ID 2343 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$21,348.59

BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2018 Revenue Bonds

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING
FINAL PAYMENT TO FORSGREN, INC. FOR THE
HIGHWAY 255 18-INCH WATERLINE RELOCATION, PROJECT NO. 23-06-C1

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

SECTION 1: The construction of the Highway 255 18-inch Waterline Relocation, Project No. 23-06-C1, is hereby accepted as complete.

SECTION 2: Final payment to Forsgren Inc., in the amount of \$21,348.59, is hereby approved.

This Resolution adopted this _____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Project Summary

Project Name: Highway 255 18-Inch Water Line Relocation
Project Status: Complete

Project Number: 23-06-C1
Today's Date: November 5, 2025

Project Engineer: Ben Fears
Staff Contact Name: Lance McAvoy

Project Contractor: Forsgren, Inc
Staff Contact Phone: (479) 494-3908

Notice to Proceed Issued:
11/27/2023

Contact Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	\$784,295.00	120
Change Order(#1):	\$14,650.00	75
Change Order(#2):	\$179,890.00	75
Change Order(#3):	\$14,440.00	0
This Change Order(#4):	-\$67,780.48	45
Total Change Orders:	\$141,199.52	195
Adjusted Contract:	\$925,494.52	315

Contract Payment Breakdown		
	Dollar Amount	
Adujusted Contract Amount	\$925,494.52	
Previous Payments	\$904,145.93	
Final Payment Amount:	\$21,348.59	
Contract Balance Remaining	\$0.00	0.00%

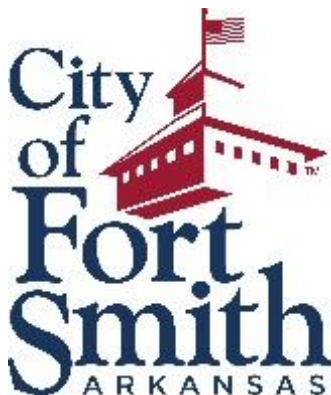
Final Payment Breakdown	
Total Work Installed This Payment	\$21,348.59
Retainage Withheld This Payment	\$0.00
Liquidated Damages	\$0.00
Final Payment Amount	\$21,348.59

Final Comments:
Final payment for the work completed for project 23-06-C1.

Highway 255 18-Inch Water Line Relocation

Project No. 23-06-C1

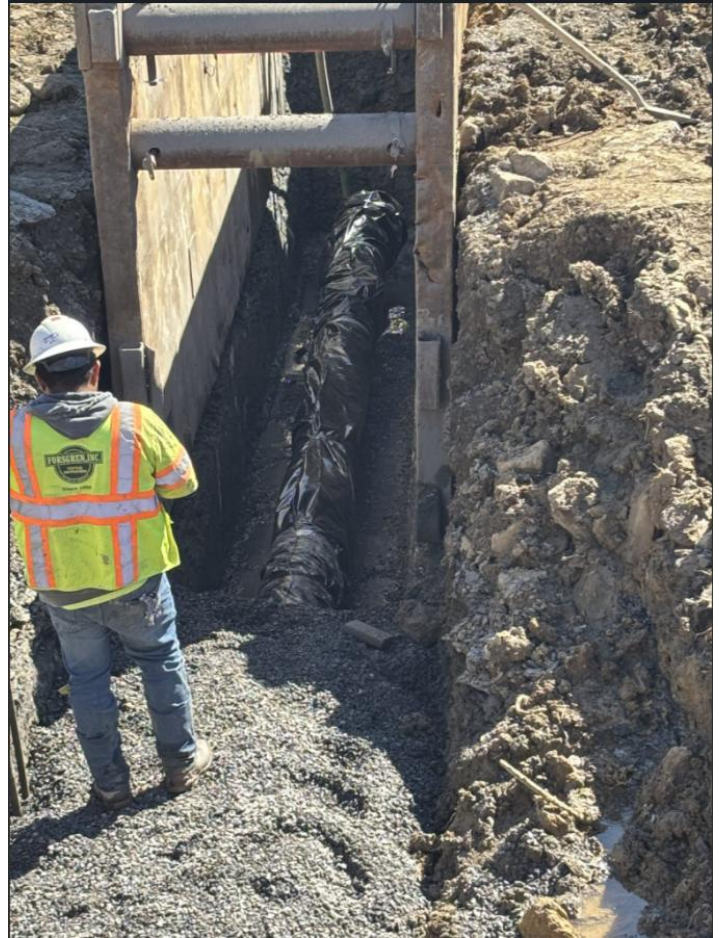
- Operations Project
 - Final Contract Amount: \$993,275.00
 - Actual Spend: \$925,494.52
 - Notice To Proceed: *November 27, 2023*
 - Final Completion Date: *September 26, 2025*
- Scope of Work:
 - *This project consists of the relocation of an 18" water transmission line to accommodate an Arkansas Department of Transportation (ARDOT) project to widen Arkansas State Highway 255.*
- Project Success Metrics/Items
 - *Completed over original time*
 - *Completed over original budget*



Highway 255 18-Inch Water Line Relocation

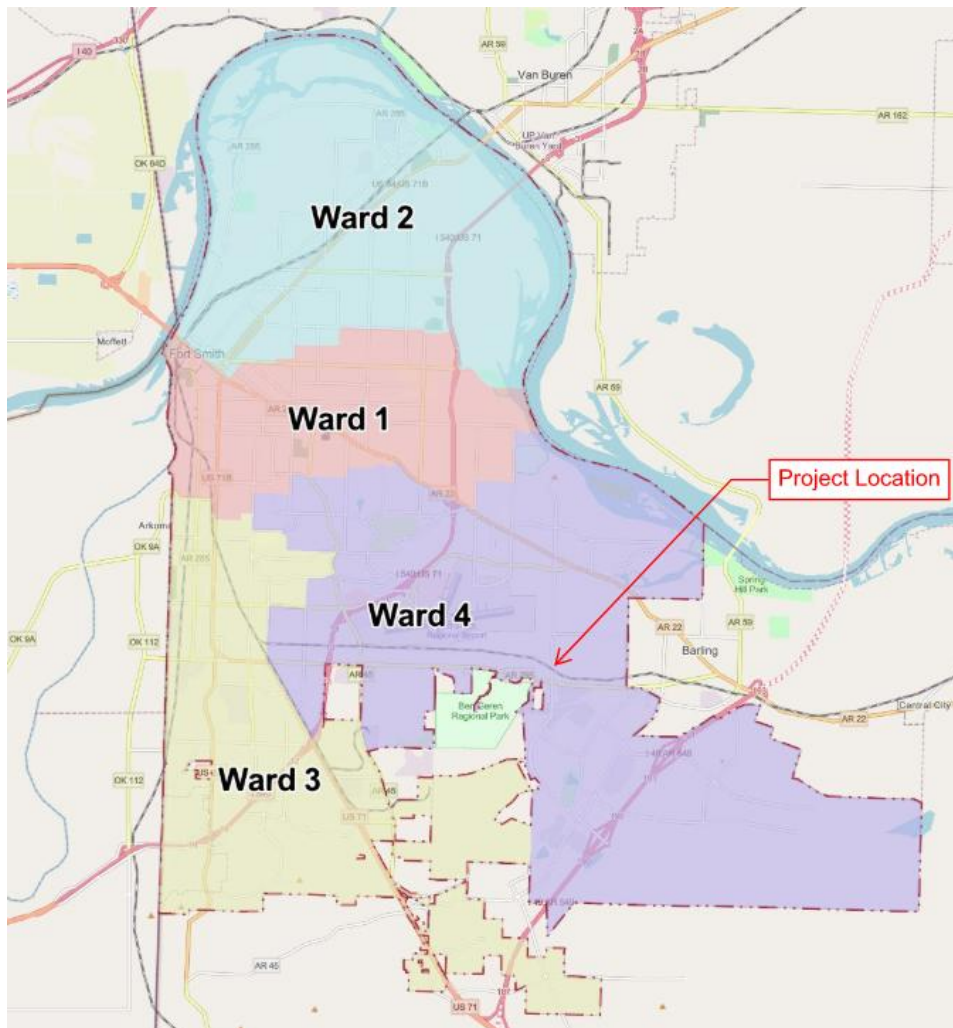
Project No. 23-06-C1

Before



Highway 255 18-Inch Water Line Relocation Project No. 23-06-C1

Project Location Map





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: November 13, 2025
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement Renewal

SUMMARY

NSC Containers LLC desires to renew their non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith. This agreement is a two-year permit from the date of execution. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [11-18-2025_Item_ID_2245_Solid_Waste_Services.pdf](#)
2. [11-18-2025 Item ID 2245 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH
NSC CONTAINERS LLC**

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the attached two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with NSC Containers LLC for a term of two (2) years from the date of execution.

This Resolution adopted this _____ day of November, 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the "City"), and NSC Containers LLC (hereinafter referred to as NSC Containers LLC, "franchisee" or "hauler").

WITNESSETH:

WHEREAS the City is a municipal corporation of the first class of the State of Arkansas and, in its government capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the "Facility"), which is currently operated as a Class I sanitary landfill; and

WHEREAS the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS NSC Containers LLC has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS NSC Containers LLC desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

- a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **"Non-residential Customers,"** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. Disposal of Waste Generated Within the City

- a. **Solid Waste Disposal:** NSC Containers LLC agrees that all solid waste generated within the City, and which is collected by NSC Containers LLC for disposal shall be hauled by NSC Containers LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Director of Solid Waste Services to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Director of Solid Waste Services. The City will make reasonable efforts to enforce the designation of the Facility against all waste haulers.

- b. Rates for Disposal: The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"), or as agreed to by the City Administrator and franchisee in accordance with city ordinance.
- c. Franchise Fee: Franchisee shall pay the city an annual fee of five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes servicing dumpsters, roll-off containers, compactors and compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks or trailers, owned or not owned by the franchisee, that is serviced by the franchisee in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Director of Solid Waste Services.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.
- d. RFID Tags: The city has installed RFID readers at the Scale House for quicker entrance and exit to the Facility. These are available to haulers; however, their use is not mandatory. The cost is \$25 per tag annually. Haulers must submit a list of equipment to the city for its records.
 - i. The total for all RFID tags will be billed annually to the hauler's account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten percent (10%) of amount owed should the invoice not be paid by the due date.
 - ii. Replacement RFID tags will be an additional \$25 per tag, billed at the next billing cycle to the hauler's account.

3. **Disposal of Waste Generated Outside the City**

- a. Rates for Disposal: The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by NSC Containers LLC, shall be the Fort Smith published rates.
- b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to NSC Containers LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** NSC Containers LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by NSC Containers LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that NSC Containers LLC delivers waste to the Facility that does not conform to the identified regulations and requirements NSC Containers LLC shall be responsible for any cost incurred by the City in the treatment, handling and/or removal and proper disposal of the non-conforming waste.
7. **Vehicles**
- a. **License:** All vehicles utilized by NSC Containers LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a current hauler's license issued by the Sebastian County Regional Solid Waste Management District.
- b. **Covered Loads:** All solid waste delivered by NSC Containers LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
8. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. NSC Containers LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
9. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives be held. Such meeting shall be held within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

10. **Term:** This permit and agreement shall have a term of two (2) years from the date of execution.
11. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
12. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
13. **Revocation of franchise:**
- a. The Board of Directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - b. Before revoking a franchise under subsection (a) above, the Director of Solid Waste Services shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 - i. Franchise shall be revocable upon ten (10) days' notice by the City when, in the opinion of the Director of Solid Waste Services, the work being performed by NSC Containers LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - c. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the Director of Solid Waste Services to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
14. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the Board of Directors.
15. **Indemnification:** NSC Containers LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from NSC Containers LLC operations hereunder. Provided, however, that NSC Containers LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
16. **Insurance:** NSC Containers LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, NSC Containers LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been procured and is in force. For the purpose of this Agreement, NSC Containers LLC shall carry the following types of insurance in at least the amounts specified below, with the City of Fort Smith named as certificate holder:

Worker's Compensation
Coverage A
Coverage B

Statutory
Employer's Liability
\$1,000,000 per injury
\$1,000,000 total for injury
\$1,000,000 total for disease

General Liability

Each occurrence	\$1,000,000
Damage to rented premises per occurrence	\$300,000
Medical Expense (any 1 person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Other: Products-Completed Operations	\$2,000,000

Automobile

Combined Single Limit (per accident)	\$1,000,000
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Umbrella

Each occurrence	\$2,000,000
Retention	\$10,000

17. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit NSC Containers LLC, from delivering waste to the Facility, NSC Containers LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
18. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
19. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to NSC Containers LLC, or by NSC Containers LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
20. **Counterparts and Electronic Signature:** 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.

21. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered, and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350

If to: NSC Containers LLC
PO Box 6462
Van Buren, AR 72956
Michael Hodges
479-883-9565

This Agreement is executed as of this ____ day of _____, _____, by the authorized representatives of the parties.

CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: 
Michael Hodges, Owner
NSC Containers LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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 Cross Pointe Insurance Advisors PO Box 1747 Fort Smith AR 72902		CONTACT NAME: Casey Bryce PHONE (A/C, No, Ext): (479) 785-2912 FAX (A/C, No): (479) 424-4902 E-MAIL ADDRESS: caseyb@CP-Ins.com	
INSURED Norris Services & Construction, Inc. Sirran Teem, Inc.; NSC Containers, LLC Po Box 10386 Fort Smith AR 72917-0386		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies INSURER B: Bridgefield Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10335	

COVERAGES**CERTIFICATE NUMBER:** CL24112267010**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			EPP 0465455	11/23/2024	11/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EPP 0465455	11/23/2024	11/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			019656541	11/23/2024	11/23/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Rented/Leased Equipment			EPP 0465455	11/23/2024	11/23/2025	Limit 235,000 Deductible 1,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Smith - Solid Waste Services 5900 Commerce Rd Fort Smith AR 72916	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 <i>Tina Hill</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2025

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 Higginbotham Insurance Agency, Inc. 13800 Quail Pointe Drive Oklahoma City OK 73134		CONTACT NAME: PHONE (A/C, No, Ext): 405-842-5385 FAX (A/C, No): E-MAIL ADDRESS:	
License#: 2081754		INSURER(S) AFFORDING COVERAGE	
NSCCONT-02		INSURER A: Scottsdale Insurance Company	
		INSURER B: Progressive Northwestern Ins Co	
		INSURER C: LUBA Casualty Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 97967315

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPS8145925	11/23/2025	11/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			992525283	11/23/2025	11/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 10,000			02800003429158	11/23/2025	11/23/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	028000024429125	11/23/2025	11/23/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Fort Smith Solid Waste Services
5900 Commerce Rd
Fort Smith AR 72916

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

AUTHORIZED REPRESENTATIVE

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**CITY OF FORT SMITH, ARKANSAS
OFFICE OF DEVELOPMENT SERVICES**

623 Garrison Avenue, Fort Smith, AR 72901
(479) 784-2216 | planning@fortsmithar.gov

BUSINESS REGISTRATION

Business Name: NSC CONTAINERS LLC
DBA: NSC CONTAINERS LLC

Business Location: 901 FRESNO ST
FORT SMITH, AR 72901

Owner: MICHAEL HODGES

License Number: 007784-2025

Issued Date: 4/9/2025

Expiration Date: 4/9/2026

Business Type(s): 813910 Contractors' associations

Mailing Address: PO BOX 6462
VAN BUREN, AR 72956

License Type: Contractor's Shop and Storage Yard

Classification: Occupational Business
\$0.00

(1) Business Registrations are non-transferrable and must be posted in a conspicuous place in the licensed business location. To keep this registration valid as issues, it is your responsibility to keep it current.

(2) This license does not authorize a business to operate in conflict with the laws of the City of Fort Smith (inclusive of zoning regulations) or the State of Arkansas.

(3) A change in business location, classifications, or ownership will necessitate a new license application process.

TO BE POSTED IN A CONSPICUOUS PLACE

(Horus)
NSC





MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: November 10, 2025
SUBJECT: Appointment: Audit Advisory Committee

SUMMARY

Three terms on the Audit Advisory Committee are set to expire on November 30, 2025, which include the positions currently held by Director Neal Martin, Director Christina Catsavis, and Ed Ralston.

For this meeting, appointments for the two Director positions are to be considered. No other applications have been submitted for consideration.

The new terms for the two Board of Directors will expire on November 30, 2028.

ATTACHMENTS

1. [AUDIT COMMITTEE.pdf](#)

AUDIT ADVISORY COMMITTEE

The Audit Committee serves in an advisory capacity to the board of directors to advise the board of directors on all matters relating to the annual financial audit and on matters related to the city's internal control structure.

The committee includes four private citizens of Fort Smith and three members of the board of directors. At least one member of the committee shall be a certified public accountant.

Members shall be nominated by the city administrator and appointed by the **Board of Directors**. Following initial terms of one, two and three year, members shall serve three year terms. The committee meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
<u>DIRECTORS</u>		
Andre' Good 4716 Mill Pond Court (04) 479-285-4932 (c) Andre.good@fortsmithar.gov	01/03/23	11/30/27
Neal Martin 7716 Dover Circle (03) 913-481-6073 Neal.Martin@fortsmithar.gov	01/08/19	11/30/25
Christina Catsavis 479-867-4802 Christina.catsavis@fortsmithar.gov	01/07/25	11/30/25
<u>CITIZENS</u>		
Lavon Morton Retired 10408 Innsbruck Ct 479-462-2643 jaglmorton@gmail.com	06/17/25	11/30/27
Deana Infield (Chair) CPA 2819 Enid (01) 484-5740 (w) 629-6622 (c) dinfield@landmarkcpas.com	10/17/12	11/30/27

Ed Ralston
Business Owner
3205 Free Ferry Road (03)
461-2000
Ed.Ralston@RalstonIndustries.com

08/15/17

11/30/25

Russell Bragg
Retired
1503 Wheaton Trace
479-459-1107
Russell.bragg59@gmail.com

01/18/24

11/30/26



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: November 10, 2025
SUBJECT: Appointment: Building Board of Adjustment and Appeals

SUMMARY

Two terms on the Building Board of Adjustment and Appeals are set to expire on November 30, 2025. Michelle Dodroe is interested in reappointment. No other applications were submitted for consideration.

Appointments are made by the Board of Directors; one appointment is needed at this time. The new term will expire on November 30, 2029.

ATTACHMENTS

1. [Building Board of Adjustment and Appeals.pdf](#)

BUILDING BOARD OF ADJUSTMENT AND APPEALS

The Building Board of Adjustments and Appeals was established by the 1979 Standard Building Code which the city has adopted. The board has the authority to hear appeals from any aggrieved person or the head of any agency of the city that takes an appeal from any decision of the building official authorized to enforce the "Standard Building Code." The Board of Adjustments and Appeals may vary the application of any provision of the code to any particular case when, in its opinion, the interpretation of the building official should be modified or reversed.

Members of the Building Board of Adjustments and Appeals are appointed by the **Board of Directors** for four year terms. The board shall consist of one architect, one general contractor or engineer, and three members at large from the building industry. The board meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Michelle Dodroe Engineer 1708 Crestview Ln (03) 520-977-6025 (h) 479-878-5873 (w) Michelle.dodroe@craftontull.com	12/14/21	11/30/25
Brett Abbott Architect 3019 Independence (01) 459-2838 (h) 452-2636 (w) bluerockdesignbuild@gmail.com	17/17/13	11/30/25
Evan Fleming Design Builders 6900 Hestand Lane (03) 651-7391 (w) 452-9067 (h) evlfing@sbcglobal.net	01/03/94	11/30/26
David Edwards 11700 Maple Park (16) 646-2600 (h) 646-2221 (w) David.edwards@att.net	11/19/02	11/30/26

Chip Johnson
Architect
1120 Garrison Avenue, No. 1A (01)
782-4085 (w)
652-4020 (h)
chip@gostudio6.com

12/05/95

11/30/27

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 10/2/2025

Name: Michelle Dodroe

Home Telephone: (520) 977-6025

Home Address: 1708 Crestview Ln, Fort Smith

Work Telephone: (479) 878-5873

Zip: 72903

Email: michelle.dodroe@craftontull.com

Occupation: Vice President, Civil Engineer

(If retired, please indicate former occupation or profession)

Education: BS in Civil Engineering and MBA

Professional and/or Community Activities: Board member for a non-profit Manes & Miracles,

Leadership Fort Smith Alumni, Leadership Arkansas Alumni

Additional Pertinent Information/References:

Do you reside within the corporate boundaries of the city of Fort Smith? Yes ☒ No ☐

Are you a registered voter in the city of Fort Smith? Yes ☒ No ☐

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes ☐ No ☒ **Note:** "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Drivers License:  Date of Birth: 

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| ☐ Advertising & Promotion Commission | ☐ Historic District Commission |
| ☐ Airport Commission | ☐ Housing Assistance Board |
| ☐ Animal Services Advisory Board | ☐ Library Board of Trustees |
| ☐ Arkansas Fair & Exhibition Facilities Board | ☐ Mechanical Board of Adjustments and Appeals |
| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
| ☒ Building Board of Adjustment and Appeals | ☐ Planning Commission |
| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
| ☐ Civil Service Commission (3 year residency required) | ☐ Port Authority |
| ☐ Community Development Advisory Committee | ☐ Property Owners Appeals Board |
| ☐ County Equalization Board | ☐ Public Facilities Board Advisory Committee |
| ☐ Electric Code Board of Appeal | ☐ Recycling Advisory Committee |
| ☐ Fire Code Board of Appeals & Adjustments | ☐ Sales Tax Review Committee |
| ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors | ☐ Sebastian County Regional Solid Waste Management Board |
| ☐ Future Fort Smith Committee | ☐ Transit Advisory Commission |
| | ☐ Water Advisory Committee |
| | ☐ Utility Advisory Committee |

**Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov**