



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

STUDY SESSION

January 13, 2026 ~ 6:00 p.m.

Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:

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

CALL TO ORDER

ITEMS OF BUSINESS

1. Update regarding the former ACME Brick Company property Master Plan (*Parks & Recreation*) ♦
2. Annual compliance of Act 235 of 2015 to assemble and organize the governing body of the City of Fort Smith for 2026 (*City Administrator*)
3. Annual review of Board Best Practices document (*City Administrator*)
4. Discuss funding request for Miss Laura's Brothel Museum renovations ~ *Good/Rego placed on study session agenda "in early January" at the December 16, 2025 regular meeting ~ (City Administrator)*
5. Discussion regarding contract and agreement associated with the 2016 SSA Remedial Measures, Sub-Basin P008, Project No. 17-13-C1 and 17-13-EC1 ~ *Resolutions tabled pending study session discussion at the November 4, 2025 regular meeting; Resolutions placed on November 10, 2025 special meeting agenda by Acting City Administrator; Resolutions tabled at the November 10, 2025 special meeting pending study session discussion at the January 13, 2026 study session ~ (Engineering) ♦ •*

6. Discussion regarding contract and agreement associated with the 2017 SSA Remedial Measures, Sub-Basin FL02, Project No. 19-19-C1 and 19-19-EC1 ~ *Resolutions tabled pending study session discussion at the November 4, 2025 regular meeting; Resolutions placed on November 10, 2025 special meeting agenda by Acting City Administrator; Resolutions tabled at the November 10, 2025 special meeting pending study session discussion at the January 13, 2026 study session ~ (Engineering) ♦ •*
7. Review proposed lease agreement with Sebastian County regarding Parrot Island Waterpark ~ *Settle/Good placed resolution on the December 16, 2025 regular meeting agenda at the December 9, 2025 study session; Resolution formally removed from the December 16, 2025 regular meeting agenda pending study session review at the January 13, 2026 study session ~ (City Administrator)*
8. Review proposed amendment to extend the management agreement with American Resort Management, LLC for operation of Parrot Island Waterpark through 2026 ~ *Settle/Kemp placed resolution on the December 16, 2025 regular meeting agenda at the December 9, 2025 study session; Resolution formally removed from the December 16, 2025 regular meeting agenda pending study session review at the January 13, 2026 study session ~ (City Administrator)*
9. Discussion regarding construction costs related to waterslides at Parrot Island Waterpark *(City Administrator)*
10. Review preliminary agenda of the January 20, 2026 regular meeting *(City Clerk)*

CITIZENS FORUM

ADJOURN



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Dr. Sara Deuster, Director of Parks and Recreation
DATE: January 5, 2025
SUBJECT: Update Regarding Former ACME Brick Property Master Plan

SUMMARY

The Board of Directors unanimously approved the purchase of approximately 111 acres formerly utilized by the ACME Brick Company for "stormwater facilities and park amenities in the central portion of the city" at their October 10, 2023 Regular Meeting ([Resolution No. R-184-23](#)). The purchase of this property was split between the Parks and Recreation Budget (General Fund) and the Engineering Sales Tax Program. This funding allocation was made based on the intent for future development of the property to include mountain biking and hiking trails, active and passive recreation to support such trails, and the potential for commercial development.

The Board of Directors requested a nationwide search be conducted to hire a professional firm to provide master planning services. Following such, the Board of Directors approved a master planning agreement with RDG Planning & Design, Inc. on February 4, 2025 ([Resolution No. R-27-25](#)). RDG has worked with City Staff, Steering Committee members, and Halff Associates, Inc., the engineering firm designing the stormwater facilities, over the last several months to develop three (3) high-level conceptual master plans for the property. These concepts were presented during stakeholder meetings followed by a public open house on December 16, 2025. To continue receiving community input regarding the future use of this property, a project website was launched following the public open house. The purpose of this website is to provide citizens with the same information shared during the meetings held on December 16th and allow for continued citizen feedback. As has been advertised across all City media outlets, citizens can access the project website at <https://engagerdg.com/fort-smith-acme-site-master-plan>.

As part of their agreement, RDG will provide a status update regarding the master planning process during the January 13, 2025 Study Session.

Please contact me should you have any questions or need further information.



MEMORANDUM

TO: Mayor & Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: January 7, 2026
SUBJECT: Act 235 Compliance, requirement to Assemble & Organize

SUMMARY

Act 235 of 2015 requires that “members of a governing body elected for each city or town shall annually in January assemble and organize the governing body.”

We have already adopted an ordinance setting the meeting dates for 2026, it is attached. Provisions in the Municipal Code establishing procedures for setting the agendas and conducting the meetings of the governing body (such sections of the Fort Smith Municipal Code) are also attached. In order to satisfy the requirement of Act 235, a review of these items is included on the agenda for the Board’s January 13, 2026 study session, and no further action is required.

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

ATTACHMENTS

1. [20240109 City Code Regarding Meetings.pdf](#)
2. [ORD 89-25 adopted 1222025 meeting dates for 2026.pdf](#)

FORT SMITH MUNICIPAL CODE

ARTICLE II. - MAYOR AND BOARD OF DIRECTORS^[1]

Footnotes: --- (1) --- State Law reference— Board of directors, A.C.A. § 14-48-110 et seq.

Sec. 2-26. - Regular meetings of the board of directors. Each year the board of directors shall establish the dates and place of regular meetings of the board of directors.

(Code 1992, § 2-26; Ord. No. 94-12, §§ 1, 2, 12-4-2012; Ord. No. 62-13, § 1, 11-19-2013; Ord. No. 65-14, § 1, 11-18-2014; Ord. No. 82-15, § 1, 11-17-2015; Ord. No. 76-16, § 1, 11-15-2016; Ord. No. 70-17, § 1, 12-5-2017; Ord. No. 93-18, § 1, 11-20-2018; altered in 2019 recodification)

Sec. 2-27. - Special meetings. Special meetings of the board of directors may be called by a majority of the board of directors as follows:

(1) On oral motion stating the time, date, place (if then known) and item of business on the agenda for the proposed meeting adopted by the board of directors at any regular meeting or special meeting of the board which is attended by all directors and the mayor. The city clerk shall confirm the meeting called by notice to each director, the mayor, and the city administrator of the time, date, place and item of business on the agenda for the meeting called.

(2) When four or more members of the board of directors are present and all members of the board and the mayor, whether present or absent, consent in writing to the holding of the meeting. The written consent shall contain the time, date, place and item of business on the agenda, and shall be recorded in the minutes of the board by the city clerk. Absent members and the mayor may give written consent to the meeting by facsimile or electronic mail addressed to the city clerk.

(3) When four or more members of the board of directors give notice to the city clerk, either orally or in writing, of the time, date, and item of business on the agenda for the special meeting. Oral notice received by the city clerk shall be reduced to writing and recorded in the minutes of the board. Written notice of the special meeting of the board shall contain the time, date, place and item of business on the agenda, and shall be either delivered to each member of the board, the mayor and the city administrator at least 24 hours before the time of the meeting called, or shall be sent by electronic mail or facsimile to each member of the board of directors and to the mayor to addresses or facsimile numbers provided by each for this purpose at least 48 hours before the time of the meeting called. The city administrator may request all members of the board of directors to call a special meeting for any specified purpose by notice to each member of the board of directors and the mayor of the time, date, place and item of business on the agenda of the proposed meeting. The requested meeting may be called by four or more members of the board of directors as provided in this subsection.

(4) If an emergency event, which could not have been reasonably anticipated but which, because of its importance and pressing urgency, requires immediate consideration, the board of directors may have a special meeting at any time and at any place when at least four or more directors are present, and after written notice has been given of the time, place and item of business for consideration to each director, and to the news media by the most expeditious manner possible, at least two hours prior to the meeting. Expeditious manner shall be deemed satisfied if attempted contact is by e-mail, telephone and facsimile copy. Any action taken at such meeting shall be reported promptly to the mayor and to all members of

the board of directors who were absent, and any action taken shall be an item of business on the agenda at the next regular or special meeting of the board of directors duly called for reconsideration at the request of any member of the board of directors.

(5) The city clerk shall prepare and give all notice required by this section and the Freedom of Information Act of 1967 (A.C.A. § 25-19-101 et seq.), and when required, such notice shall be given to each member of the board, the mayor, the city administrator, the public and the news media pursuant to the Freedom of Information Act of 1967 (A.C.A. § 25-19-101 et seq.). Said notice shall include the time, date, place and item of business on the agenda for the meeting called.

(6) No special meeting of the board of directors shall be called to order until the two-hour notice of the meeting is first given to the public and the representatives of the news media as required by the Freedom of Information Act of 1967 (A.C.A. § 25-19-101 et seq.). The mayor and each member of the board of directors shall be deemed to have consented to any special meeting of the board of directors and its consideration of the items of business stated on the agenda at the beginning of the meeting if they are present at the beginning of the meeting and do not object to the holding of the meeting.

(Code 1992, § 2-27; Ord. No. 24-10, § 1, 5-18-2010)

State Law reference— Calling of special meetings, A.C.A. § 14-48-120(c).

Sec. 2-28. - Executive sessions.

(a) Executive sessions of the board of directors shall be scheduled as the last item of business on a regular or special meeting agenda, subject to the provisions of subsection [2-37\(a\)](#) for rearranging the order of the meeting agenda.

(b) Except as otherwise specifically provided by law, executive sessions will be permitted only for the purpose of discussing or considering employment, appointment, promotion, demotion, disciplining or resignation of any public officer or employee.

(c) Any item of business arising at a study session, regular or special meeting of the board, requiring the consideration of the board in executive session shall be automatically postponed for executive session at the next regular or special meeting of the board. A motion duly adopted to consider an item of business in executive session shall automatically postpone consideration of the item of business. All seven directors may concur with adding the item to the agenda of the meeting in progress for an executive session before adjournment of the regular or special meeting in progress. If consideration at the regular or special meeting in progress does not occur, the matter shall be scheduled for an executive session at the next regular or special meeting.

(d) Any decision of the board of directors made in executive session, which decision is required by the Freedom of Information Act of 1967 (A.C.A. § 25-19-101 et seq.) to be presented and voted on at the public meeting, shall be the subject of formal action by the board which shall reconvene in public session after the executive session.

(e) Only the members of the board, the mayor, and the city administrator shall regularly attend executive sessions of the board. Persons specifically requested to attend a particular meeting may do so as allowed by the Arkansas Freedom of Information Act, and such person shall leave the meeting at the conclusion of the matter pertaining to them.

(Code 1992, § 2-28; Ord. No. 24-10, § 1, 5-18-2010)

State Law reference— Executive sessions, A.C.A. § 25-19-106(c).

Sec. 2-29. - Study session meetings.

(a) The board of directors may hold study session meetings at such times, under such circumstances and on such conditions as the board may prescribe for the purpose of informing itself of the business and affairs of the city, provided no official action of the board of directors shall be taken at such meetings. The city clerk shall not be required to keep minutes of study session meetings.

(b) The city clerk shall prepare and give notice of study session meetings. Such notice shall be given to each member of the board, the mayor, the city administrator, the public and the news media pursuant to the Freedom of Information Act of 1967 (A.C.A. § 25-19-101 et seq.). Said notice shall include the time, date, place and item of business on the agenda for the meeting called.

(c) The regularly scheduled study session meeting shall precede the regular meeting of the board by at least five days.

(d) To the extent practical, items of business or matters which are complex or involve policy decisions shall be presented at a study session meeting together with a briefing of relevant facts and circumstances prior to being placed on the agenda of a regular meeting. Additionally, the city administrator shall provide a list of all then-known items contemplated to be on the next regular meeting agenda.

(e) The time and place of study session meetings shall be determined by a majority of the members of the board, and notice given as herein provided.

(f) Only the city administrator, the mayor, or a member of the board of directors may invite persons to address the board of directors at a study session, and a majority of the board of directors may limit the time of a presentation, or deny any presentation to the board. In all controversial and complex matters, such a briefing may be a condition precedent to further consideration of the item of business. The city administrator or his staff shall undertake reasonable efforts to give notice of the study session to persons having an existing direct interest, as contrasted with a general interest, in the item of business under study by the board of directors at a study session, and the board of directors may permit such directly interested persons to make informed presentations to the board if requested to do so.

(g) The study session meeting room shall be so arranged as to encourage and facilitate communication between the mayor, the members of the board of directors, the city administrator and any invited guests.

(Code 1992, § 2-29; Ord. No. 24-10, § 1, 5-18-2010)

Sec. 2-30. - Personnel to attend study session meetings.

(a) The city administrator or the deputy city administrator and city clerk or assistant city clerk shall attend all study session meetings of the board. The city administrator shall also require the presence at the study session meetings of other employees of the city having relevant superior personal knowledge or expert opinion of matters to be presented to the board for consideration.

(b) The board of directors may on a motion duly adopted require the qualified and licensed attorneys at law contracted to provide legal services pursuant to sections [2-111](#) through [2-113](#), or in his absence an assistant qualified and licensed attorney at law contracted to provide legal services pursuant to sections [2-111](#) through [2-113](#), or any other municipal employee to attend study session meetings of the board.

(Code 1992, § 2-30; Ord. No. 24-10, § 1, 5-18-2010)

Sec. 2-31. - Formulation of agenda. Each item of business for consideration by the board of directors at any regular, special, study session or executive session meeting of the board shall be first placed on a written agenda. The agenda shall be formulated and disseminated according to the following directions:

(1) The preparation of the agenda for each regular, special, study session or executive session meeting of the board of directors shall be the duty of the city clerk, under the supervision of the mayor.

(2) An item of business may be placed on the agenda for any regular, special, study session or executive session meeting of the board at a study session meeting preceding the meeting of consideration by the city administrator, or by the concurrence of any two members of the board. An item of business may be placed on the agenda for any regular, special, study session or executive session meeting of the board at any time by the city administrator provided notice of the specific subject of the addition to the agenda is given to the mayor and the members of the board of directors at least 48 hours before the meeting of consideration.

(3) An item of business may be placed on the agenda at least 48 hours prior to the time of the meeting of consideration by four members of the board upon notice to the city clerk of the name of the proposed directors and the specific subject of the items of business to be considered. The city clerk shall immediately notify the directors, the city administrator and the mayor of the specific subject of the addition to the agenda.

(4) Any item of business may be denied a place on or removed from the agenda by notice of four directors to the city clerk prior to the date of the meeting of the proposed consideration. The city clerk shall immediately notify the city administrator, the mayor, the directors and other interested persons of such action.

(5) An item of business requiring immediate action by the board may be placed on the agenda within 48 hours or at the meeting of consideration by notice from all seven members of the board to the city clerk pursuant to subsection (3) of this section or by unanimous vote of the entire membership of the board. An absent member of the board may express consent to consideration by those present in writing, or by facsimile or electronic mail communicated to the city clerk.

(6) An item of business presented at a regular or special meeting of the board, not placed on the agenda of the meeting at which presented, shall be automatically placed on the agenda of the following regular meeting unless its place on the agenda is denied, or it is removed as provided in this article.

(7) Any ordinance or resolution placed on the agenda of any regular or special meeting of the board requiring by its terms the appointment by the board of a person and the insertion of a person's name in the ordinance or resolution shall be automatically referred to and constitute a call of an executive session prior to adjournment of such meeting, and formal action on the ordinance or resolution shall take place in public session after the executive session.

(Code 1992, § 2-31; Ord. No. 24-10, § 1, 5-18-2010)

Sec. 2-32. - Briefing of board by the city administrator.

(a) The city administrator may present to the board of directors at any meeting any matter without detailed briefing for the purpose of determining whether the board desires that the matter be staffed and the board thoroughly briefed at a subsequent meeting of the board, or not. Available information relevant to the question of further consideration and briefing should be presented.

(b) It shall be the duty of the city administrator to keep the members of the board advised of all facts and circumstances pertaining to or affecting the legislative policy of the city, and it shall be the duty of the city administrator and his staff to investigate, assimilate relevant information, and brief the board of directors on all matters requiring consideration and legislative action by the board.

(c) Before any complex or controversial item of business is placed on the agenda of a regular, special, study session or executive session meeting of the board by the city administrator, the city administrator and his staff shall first present to the board so much of the following as is relevant and feasible:

(1) Statement of the problem or the issue presented.

(2) A statement of all pertinent and relevant facts together with available documentation.

(3) Any expert opinion concerning the item of business for consideration.

(4) Copies of other municipal legislation affecting the item of business.

(5) Copies of pertinent comparable legislation in other municipalities.

(6) Statement of the intended results of any proposed legislation or statement of policy on the problems sought to be eliminated, or the good to be accomplished by the proposed legislation.

(7) A statement of the obstacles to accomplishment of the desired objective.

(8) A statement of the possible solutions with advantages and disadvantages of each.

(9) The course of action recommended by the city administrator, if any, and his reasons therefor.

(d) It shall be the duty of the city administrator and his staff to present to the board the same information outlined in this section for each item of business initiated by members of the board at their request, or by citizens presenting complex or controversial items of business, provided the city administrator may require as a condition precedent to his presentation of an item of business initiated by a citizen that the initiating person attend a meeting of the board and make a presentation of relevant facts and circumstances to the board and such other of the staff briefing requirements outlined in the preceding subsection as is relevant and reasonable.

(e) The majority of the board may, by vote, if timely done pursuant to [section 2-31](#), place a complex or controversial item of business on the agenda at the request of the city administrator without the complete and thorough briefing to the board required by this section.

(f) All or any part of the information to the board required by this section may be furnished either orally or in writing to each member of the board prior to or at the presentation of the item of business for a place on the agenda.

(g) The city administrator shall request the board of directors to authorize the necessary staff, equipment and material to perform the duties prescribed by this article.

(Code 1992, § 2-32; Ord. No. 24-10, § 1, 5-18-2010)

Sec. 2-33. - Meeting material, equipment and supplies. The city clerk shall have present at each meeting of the board of directors a copy of Robert's Rules of Order, Newly Revised, 11th Edition , a copy of this Code, and at the meeting of initial consideration, a copy of every other contract, resolution or ordinance of the city directly affecting matters of consideration by the board. The city administrator shall advise the city clerk prior to each meeting of the subject of matters proposed for consideration by the board which are not known by the city clerk to be already on the agenda. The city clerk shall provide necessary supplies for each director at each meeting. The city administrator shall have present at the meeting of initial consideration every legal opinion, and other letters, documents, charts, maps or photographs not in the possession of the city clerk directly affecting new matters of consideration by the board at each regular, special, study session or executive session meeting of the board, except where impractical because of the complexity or bulk of the documents, in which case available summaries shall be utilized.

(Code 1992, § 2-33; Ord. No. 24-10, § 1, 5-18-2010; altered in 2019 recodification)

Sec. 2-34. - Presiding officer; vote; mayor's veto; overriding veto.

(a) The mayor shall preside at all regular, special, and study session meetings, including executive sessions, of the board of directors but shall not have a vote on any matter coming before the board. The mayor shall have the power of veto over all decisions made by the board of directors, except with respect to matters relative to city personnel, but a veto by the mayor may be overridden by the affirmative vote of five or more members of the board of directors. In the absence of the mayor, the assistant mayor or vice-mayor shall have the same duties and authority as chairman without veto, and also shall have the right to vote as a director.

(b) In the absence of both the mayor and the assistant mayor or vice-mayor, the board of directors shall elect from its membership a person to serve as chairman of the meeting. Such election of a chairman shall not occur before the designated starting time of the meeting and shall not occur before a quorum is present.

(Code 1992, § 2-34; Ord. No. 24-10, § 1, 5-18-2010)

State Law reference— General powers and duties of mayor, A.C.A. § 14-48-111; assistant mayor or vice-mayor, A.C.A. § 14-48-112; absence of mayor, A.C.A. § 14-48-113.

Sec. 2-35. - Rules of order.

(a) Robert's Rules of Order, Newly Revised, 11th Edition, shall govern the proceedings of all regular, special, agenda and executive meetings of the board of directors, except as modified by A.C.A. § 14-48-101 et seq., and the provisions of this article. The city administrator shall provide a copy of Robert's Rules of Order, Newly Revised, 11th Edition, to each member of the board of directors, the mayor and the city clerk.

(b) The mayor, assistant mayor or vice-mayor, or other person presiding over the meeting shall have the affirmative duty and authority to require the members of the board of directors and other persons present at the meeting to comply with the rules of order. The chairman of the meeting shall constantly maintain the decorum of the meeting, and shall have authority to order the removal of persons not on the board of directors violating the rules of order or disturbing the meeting. The chairman of the meeting may require the city administrator to provide a person having police authority to be present at a meeting to assist in the performance of the duties of the presiding officer. It is the purpose of this subsection to require the chairman of the meeting to enforce the rules of order and to maintain the decorum of the meeting without a request for rule compliance or objection to rule violation by a member of the board of directors. If a member of the board of directors believes there is a violation of the foregoing by a citizen, he may make a motion to end the presentation or assert a point of order. If said motion receives a second, there shall immediately be taken a vote of the board of directors on the motion to end the presentation. The chairman may enforce the point of order or may submit same to a vote of the board of directors.

(c) A majority of the board may on a motion, without second, order the previous question, which shall have the effect to cut off all debate and bring the board to a direct vote upon the immediate question or questions on which it has been asked and ordered. The previous question may be asked and ordered upon a single motion, a series of motions allowable under the rules, or an amendment or amendments, or may be made to embrace all authorized motions or amendments and include the item of business to its passage or rejection. It shall be in order, pending the motion for the previous question, or after the previous question shall have been ordered on its passage, for the mayor to entertain and submit without debate a motion to commit, with or without instructions, to a standing or select committee. All incidental questions of order arising after a motion is made for the previous question, and pending such motion, shall be decided, whether an appeal or otherwise, without debate.

(d) No member of the board of directors shall speak or debate on any item of business, which is not on the agenda at any regular meeting of the board of directors, except on a motion to add the item of business to the agenda as provided in this article, without the unanimous consent of the members of the board who are present.

(e) The minutes of each regular or special meeting of the board of directors shall be accurately summarized by the city clerk, reduced to writing, and a copy provided to each member of the board of directors and the mayor prior to the next regular meeting. No minutes of any past meeting of the board of directors shall be read at any subsequent meeting unless a reading is requested by a member of the board of directors.

(f) The chairman of each meeting of the board shall rotate the opportunity to first speak or debate on successive items of business among the members of the board.

(g) All special and standing committees of the board shall be appointed by the chairman of the meeting, subject to the approval of a majority of the board, which approval shall be recorded.

(h) The membership of standing committees shall terminate on December 31 of each year and new members appointed at the next regular meeting of the board. Special committees shall terminate upon the presentation to the board of a committee report stating that it is final or at the expiration of one year, whichever event occurs first.

(i) The referral of a matter or item of business to a committee shall have the effect of requiring the city administrator and his staff to fully support the committee in its work.

(Code 1992, § 2-35; Ord. No. 24-10, § 1, 5-18-2010)

Sec. 2-36. - Presentation of information requiring no board action.

(a) Any information or report may be presented to the board of directors by the city administrator, by the mayor, or by a member of the board at any meeting of the board. No official action shall be taken on such matter unless first placed on the agenda as provided herein.

(b) Any member of the board may request the city administrator to remain after any meeting for the purpose of informing the city administrator of specific citizen complaints or other matters not requiring the attention of the entire board, and the city administrator and his staff shall note the complaints or matters presented for action under [section 2-45](#), or for other appropriate action, and the director presenting the complaint or the matter shall be advised of the action taken.

(Code 1992, § 2-36; Ord. No. 24-10, § 1, 5-18-2010)

Sec. 2-37. - Agenda consideration at opening of meeting; public comment on agenda items.

(a) After each regular or special meeting of the board of directors is called to order and the roll is called, the mayor shall inquire of the members of the board of directors if any director desires to present any item of business or other matter to the board during the meeting, or which is not already on the agenda of a regular or special meeting. If the mayor receives an affirmative response, the subject of all such items of business or matters for consideration shall be promptly determined. No person, except a member of the board of directors, shall be permitted by the mayor to discuss any item of business or other matter presented at the meeting for a place on the agenda until the item of business is placed on the agenda, or other matter is approved by the board for presentation at the meeting. The mayor shall submit separately

to the board for vote without motion each item of business or other matter proposed by a director. A director presenting items requiring board action, but not placed on the agenda of the meeting at which presented, shall be told by the mayor that the item will be on the agenda for the next regular meeting of the board, unless removed by a majority of the board. At each regular or special meeting of the board the mayor may then ascertain the number of persons present for each item on the agenda and shall rearrange the order of the agenda subject to the approval of the board, so that the business of the largest groups of people present is first on the agenda.

(b) After presentation of an item on the agenda of any regular or special meeting of the board, the mayor shall inquire of those present if anyone has a statement to make concerning the item under consideration. An applicant before the board may have up to five minutes to make an opening presentation. If a group of citizens opposes the applicant, they may have up to five minutes to make an opposing presentation. Each side shall have up to three minutes to make a rebuttal presentation. All other comments from citizens shall be limited to no more than two minutes per citizen. Any of these time limits may be extended by a consensus of the members of the board. Citizen comments must be relevant to the agenda item under consideration. After public comment is complete, the mayor shall ask the board for a motion to consider the item. Once a motion is made and seconded for approval of the item, the board may proceed with discussion and vote on said item.

(Code 1992, § 2-37; Ord. No. 24-10, § 1, 5-18-2010; Ord. No. 5-16, § 1, 1-19-2016)

ORDINANCE NO. 89-25ORDINANCE SETTING THE DATES, TIME, AND LOCATION
FOR REGULAR MEETINGS OF THE BOARD OF DIRECTORS
FOR THE YEAR 2026

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

SECTION 1: In 2026, all regular meetings of the Fort Smith Board of Directors shall be held at 6:00 p.m. on the first and third Tuesday of each month, with the exception of October and November whereby such will be held on Mondays, October 5 and November 2, 2026.

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

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

THIS ORDINANCE ADOPTED THIS 2nd DAY OF December, 2025.

APPROVED:



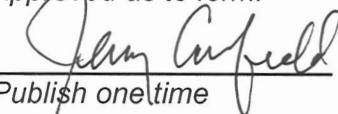
VICE-MAYOR JARED REGO

ATTEST:



CITY CLERK

Approved as to form:



Publish one time



MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: January 7, 2026
SUBJECT: Annual Review of the Board Best Practices Document

SUMMARY

The Board of Directors agreed to consolidate the governance procedures for the Board of Directors and City Commissions and Boards. Resolution No. R-118-14 adopted the attached Board Best Practices document. It requires that the document be reviewed annually, at a minimum, by the Board of Directors.

The Board Best Practices document, as stated in section 1, "*...is designed to provide guidance for the Board and City Administration.*" Furthermore, in section 2 the documents state, as a core value, that the "*Board and staff should make the maximum effort to collaborate, seeking consensus as far as possible.*"

In sections 3, 4 and 5, the best practices document outlines responsibilities of the Mayor, Vice Mayor, and Board of Directors, a code of ethics and a code of conduct. Section 6 outlines the Board of Directors decision making process, which requests that the meeting be efficient and businesslike, that the Directors maintain a policy focus, that staff provide clear and concise reports, that the decision of the Board require finality, and that each Director never, "*... overtly or implicitly promise a Board action, or to promise City staff will do something.*"

Section 8 requests and encourages citizen participation and section 9 reminds us all that government, "*... must be open and public in accordance with the Arkansas Freedom of Information Act.*" Sections 10 through 16 provide direction for filling vacancies, executive sessions, endorsement of candidates, the Board meeting agenda process, the types of Board meetings, training for Directors, and travel authorizations.

Section 17 outlines the relationship between the Board, City Administrator, and staff. The subsections include direction regarding cooperation, informal communications, limiting contact to specific City staff, avoiding administrative functions, and soliciting political support from City employees.

Section 18 directs the City Administrator to provide orientation for newly appointed or elected Board members.

Please review the document for any edits you would like to include in the Board Best Practices document.

ATTACHMENTS

1. 20250318 Board Best Practices doc.pdf

BOARD BEST PRACTICES



Adopted by Resolution No. R-118-14

September 2, 2014

Amended by Resolution No. R-138-16

September 20, 2016

Amended by Resolution No. R-146-19

September 17, 2019

Amended by Resolution No. R-71-20

June 16, 2020

Amended by Resolution No. R-56-23

March 21, 2023

Amended by Resolution No. R-56-25

March 18, 2025

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INTRODUCTION

The responsibilities of modern government depend upon having procedures which help a community function effectively in the current atmosphere of complex laws, rules and regulations. This board best practices document is intended to refine and expand those initial rules of self-government. Creation of the document was identified by the City Board as a priority during a strategic planning retreat in summer 2013.

The board best practices document is a valuable resource for Fort Smith, the City's citizens, the City Board and City administration as all continue to work together for responsive, effective, and efficient local government. The members of the City Board and City administration should be familiar with the contents of this document and keep it close at hand.

Section 1: USE OF THIS DOCUMENT

This board best practices document is designed to provide guidance for the Board and City Administration. It is not to be considered as restrictions or expansions of Board authority. This document is not intended to be an amendment or substitute for state laws, city ordinances, case law, or other authority. Because this document is designed to assist the Board and not to provide substantive rules affecting constituents, it is expressly stated that this document does not constitute land use regulations, official controls, "appearance of fairness rules", public hearing rules or other substantive rules binding upon or to be used by or relied upon by members of the public.

Section 2: STATEMENT OF VALUES

It is hereby the practice of the City to establish the values stated in this Section 2 as core values of City governance. City leaders listen to the community in a way that fully represents the community's interests and goals. Board and staff should make the maximum effort to collaborate, seeking consensus as far as possible. Board members should individually, and collectively, demonstrate the ability to lead and reason together. City leaders exhibit respect for the professionalism and ethical conduct of the City Administrator and staff; and the City Administrator and staff exhibit the same respect and professionalism for the Mayor and City Board. Leaders strive to achieve sustainable outcomes in City policies and administration, with sustainable bottom lines for the community, environment, and for City finances and the local economy. Holding public office is synonymous with public trust. A public officer's relationship with the public is that of a fiduciary. The public expects the utmost of integrity, honesty, and fairness in their dealings with public officials.

Section 3: RESPONSIBILITIES OF MAYOR, VICE MAYOR, AND BOARD MEMBERS

The roles and responsibilities of the Mayor, Vice, Mayor, and Board members are as follows. These are in addition to those enumerated throughout the Fort Smith Municipal Code and [Arkansas statutes 14-48-101](#) et. seq. In the event of a conflict, the state statutes and municipal code shall govern.

3.1 Mayor

- Acts as the official head of the city for all ceremonial purposes.
- Selects substitute for City representation when Mayor can't attend.
- Issues proclamations.
- Supervise the preparation of Board meeting agendas by the City Clerk.
- Chairs Board meetings.
- Maintains order, decorum, and the fair and equitable treatment of all speakers at board meetings.
- Keeps discussion and questions focused on the specific agenda item under consideration.
- Recognizes citizens who wish to comment at public meetings.
- Signs documents on behalf of the City.
- Has no vote at board meetings, but may veto actions passed by the board (except personnel items).
- Recognized by the Governor for purposes of military law.

3.2 Vice Mayor

The Vice Mayor is elected by the Board at the first regular Board meeting in January of odd-numbered years following the seating of board members elected in the preceding November General Election. The Vice Mayor serves a 2-year term, and may serve multiple terms without limitation. In the event of a vacancy, the board shall elect a new Vice Mayor to serve the remainder of the unexpired term. The Vice Mayor may be removed by a majority vote of the Board members.

- Performs the duties of Mayor if the Mayor is absent or otherwise unable to perform his/her duties.
- If presiding at a Board meeting, the Vice Mayor retains his/her right to vote on matters before the Board.
- Represents the City at ceremonial functions at the request of the Mayor.

3.3 Board Members' Responsibilities

All members of the Board of Directors have equal votes. No Board member has more power than any other Board member, and all should be treated with equal respect. Board members should:

- Fully participate in City Board meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of Board meetings and be familiar with topics on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in Fort Smith government.
- Keep the community informed on municipal affairs.
- Encourage communications between citizens and the Board.
- Ensure the diverse interests of the community are represented.
- Be mindful of limited resources and avoid requests for unnecessary information in recognition of the limitations of staff time and resources.

Section 4: CODE OF ETHICS

Board members should be mindful of the need for neutrality and impartiality, rendering equal service to all and to extend the same treatment each would want to receive himself/herself. They should abstain from deliberations and voting when and only when a conflict of interest exists in accordance with Ark. Code Ann. § 14-48-128 (Repl. 2013) or the [Fort Smith Municipal Code Appendix B, Section II Code of Business Conduct](#). They should make decisions based on the merits of the issue with attention to due process and citizen participation. They should be knowledgeable and develop an understanding of local, state and national governmental guidance, directives, regulations and ordinances pertaining to a Board member's office. They should maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out public duties; avoid improprieties in roles as public servants including the appearance of impropriety; and never use city position or powers for improper personal gain. They should maintain and respect the confidentiality of private and confidential information. Avoid personal gain by the misuse of confidential information. No member of the Board should condone any unethical or illegal activity.

Section 5: CODE OF CONDUCT

Practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. However, participants shouldn't make belligerent, personal, derogatory, impertinent, slanderous, threatening, abusive or disparaging comments. Shouting or physical actions that could be construed as threatening won't be tolerated.

Section 6: BOARD DECISION-MAKING PROCESS

6.1 Board Meetings Will Be Efficient and Businesslike

The information exchange, review, deliberation and vetting of issues during prior study sessions enables Board business meetings to be expeditious for the benefit of those who have business pending before the Board. The presiding officer's role, especially at the regular meetings, is to keep the Board business focused and expeditious. Board members, staff, and citizens should discuss only the topic before the Board so as not to become distracted by irrelevant discussion.

6.2 Maintain a Policy Focus

The Board's major policy focus will be on the intended long-term impacts outside the operating organization, not on the administrative or programmatic means of attaining those effects. Ends policies should define what is to be accomplished in terms of benefits, recipients, and their relative priorities. The Board should emphasize strategic rather than short-term issues, policy rather than single events, and group rather than individual decisions. Members should make decisions and recommendations based upon research and facts involving staff and stakeholders which considers the goals, impacts and the best interest of the greatest number of those affected.

6.3 Staff Reports

The City Administrator and staff shall provide the Mayor and Board with briefing reports which clearly and concisely state the issue(s), identify options and provide analysis of the advantages, disadvantages, and likely outcomes of each option, and make recommendations.

6.4 Effective Decision Making Requires Finality

Effective decision making results in finality. While it's important to deliberate in many voices, the Board must govern with one voice. Decisions of the Board must be allowed to stand, and should be revisited if changes in facts or circumstances suggest that the Board might consider a different decision.

6.5 Make No Promises on Behalf of the Board

Board members shall never overtly or implicitly promise a Board action, or to promise City staff will do something specific (issue a permit, fix a pothole, adjust a water bill, etc.). Only decisions of the Board acting as a body are binding.

Section 7: LEGAL COUNSEL AND LITIGATION

The City Attorney provides legal advice to the Board, City Administrator, and staff to the extent their interests coincide with the City's. The City Attorney should not be requested to provide research, advice, or counsel on matters unrelated to the City's direct legal interests. The Mayor and members of the Board are encouraged to make requests for legal advice through the City Administrator. This document doesn't prohibit the Mayor and Board members from having direct access to the City Attorney. Once an individual or organization has filed a legal proceeding against the City or threatened to do so, no Board member shall engage in discussions or other communications with such individual (or the officers or directors of the organization) or their legal counsel about the subject of the lawsuit without first disclosing the intent to do so to the Board.

Section 8: PUBLIC PARTICIPATION

Citizens are encouraged to participate at regular and special board meetings. Before the Board deliberates and votes on matters, citizens will have an opportunity to comment on the matters. A citizen wishing to comment on a matter which is not on a meeting agenda may do so during the citizens forum. More specific procedures for public participation are in [Section 2-37](#) of the Fort Smith Municipal Code.

Section 9: OPEN, TRANSPARENT GOVERNMENT

All meetings of the City Board must be open and public in accordance with the [Arkansas Freedom of Information Act](#) (Arkansas Statute 25-19-101 et. seq.). Deliberations and decisions of the board should be made so that the public has opportunity to view the performance of its elected officials. The Board may convene in executive session as provided by law. Members of the Board should avoid unintended meetings about city business which may occur in-person, by telephone, or interactive e-mail discussion.

Section 10: FILLING VACANCIES ON THE BOARD OF DIRECTORS BY APPOINTMENT

Once the Board has determined there is a vacant seat on the Board, the Board shall act in accordance with state law ([Arkansas Statute 14-48-115](#)) and as expeditiously as possible to fill the vacancy. If the Board shall fill the vacancy, the Board shall publicly solicit applications/statements of interest from qualified citizens. Based on the number of applications received, the Board shall establish a process for screening and interviewing applicants. The Board shall not be obligated to interview all applicants, particularly if there is a large number.

Section 11: EXECUTIVE SESSION DISCUSSIONS

Discussions held in executive session are to remain confidential and should never be discussed with anyone except those who were present during the executive session discussion. Any notes taken during executive session discussions should be treated with the same confidentiality. There shall be no audio or video recordings of executive sessions.

Section 12: ENDORSEMENT OF CANDIDATES

Board members shall have the right to endorse candidates for all Board seats and for other elected offices. It is prohibited for anyone to make endorsements of candidates during Board meetings or other official City meetings.

Section 13: BOARD MEETING AGENDA PROCESS

Items may be placed on board meeting agendas in accordance with the processes outlined in [Section 2-31](#) of the Fort Smith Municipal Code. During a study session, two or more directors may place an item on the agenda for a regular Board meeting. After a study session but at least 48 hours before the meeting, four directors may place an item on the agenda for the next regular meeting. An item requiring immediate action may be placed on the meeting agenda only with the concurrence of all seven directors. An item placed on a meeting agenda may be removed by four or more directors by giving notice to the City Clerk prior to the date of the meeting.

Section 14: BOARD MEETING TYPES AND PROCEDURES

The Board of Directors conducts regular meetings, special meetings, study session meetings, executive sessions, retreats, and budget review meetings. The procedures for conducting meetings are outlined in [Chapter 2, Article II](#) of the Fort Smith Municipal Code.

Section 15: TRAINING AND PROFESSIONAL DEVELOPMENT FOR BOARD MEMBERS

Board members are encouraged to attend training events that are beneficial to the performance of their elective duties. Such events may be found at conferences of the Arkansas Municipal League, the National League of Cities, and other similar organizations. Attendance at such events is subject to funding availability in the Board's budget.

Section 16: TRAVEL AUTHORIZATIONS

16.1 Need for Travel

The Mayor and Board members will sometimes find it necessary to travel to conduct city business. Travel paid with public funds shall be for purposes directly related to the conduct of official city business and for which the elected official's presence is necessary.

16.2 Authorized Expenses

Expenses for official travel shall be for purposes and uses only as permitted by the City's travel policy which may be found [in Section III of the City's Human Resources Policies](#). Reimbursement amounts shall be in accordance with established allowances for meals, lodging, mileage, etc. Travel expenses for spouses or others accompanying the elected official shall be the sole responsibility of the elected official.

Section 17: RELATIONSHIP BETWEEN BOARD, CITY ADMINISTRATOR, AND STAFF

17.1 Cooperation

Cooperation and mutual respect are essential from each individual for the good of the community. Staff should not be intimidated or manipulated by a Board member's individual comments or actions.

17.2 Informal Communications Encouraged

Individual members of the Board are encouraged to interact informally and casually with City staff for the purpose of gathering information, following up on routine constituent service requests, obtaining progress reports on policies and programs, and providing information to staff. Such informal contacts can serve to promote better understanding of specific City functions and services.

17.3 Limit Contact to Specific City Staff

Questions of City staff and requests for additional background information should be directed only to the City Administrator, Deputy City Administrator, City Attorney, Internal Auditor, and department heads. Requests for information which require a substantial work effort should be made to the City Administrator or Deputy City Administrator rather than to the department head. Requests for follow-up, directions, or action to staff should be made only through the City Administrator or Deputy City Administrator. Requests of the Internal Auditor may be made directly to that official without the need to coordinate with the City Administrator. When in doubt about what staff contact is appropriate, Board members should ask the City Administrator or Deputy City Administrator for assistance.

17.4 Avoid Administrative Functions

Except for the hiring of the City Administrator and Director of Internal Audit, individual Board members shall not attempt to influence City staff on employment decisions, awarding contracts, purchasing decisions, selecting consultants, or issuing City licenses and permits.

17.5 Solicitation of Political Support from City Employees

Board members shouldn't solicit any type of political support (financial contributions, display of posters or yard signs, name on list of supporters, etc.) from City employees. City employees may, as private citizens with constitutional rights, support political candidates. All political activities must occur away from City workplaces, without the use of any City resources, and never during an employee's work time.

Section 18: ORIENTATION OF NEW BOARD MEMBERS

The City Administrator shall provide each newly elected Board member with appropriate orientation services, preferably before the member takes office. Such orientation should include, but not necessarily be limited to, the following:

The Board Best Practices Document	Board Meeting Procedures
Agenda Preparation	Freedom of Information Act
Contacts/Making Requests of Staff	Code of Business Conduct
Tours of City Facilities	

Section 19: COMMUNICATION WITH BOARDS, COMMISSIONS, AND COMMITTEES

Any comments by a City Board member at a board, commission, or committee meeting should be clearly made as individual opinion and not as a representation of the feelings of the entire City Board. It is inappropriate for a City Board member to contact a member of a board, commission, or committee to lobby on behalf of an individual, business, or developer. It is acceptable for City Board members to contact members of boards, commissions, or committees in order to seek clarification of a position taken by the board, commission, or committee.



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: January 7, 2026
SUBJECT: Capital funds for improvements to Miss Laura's facility

SUMMARY

There was \$310,000 in capital funds in the 2025 budget for improvements to the city-owned facility that houses Miss Laura's Museum, particularly replacing the building's siding and improvements to the parking area. These funds were projected to be spent in the 2025 budget but were not, and could be carried over to 2026 without further impacting the operating balance of the general fund or impacting the expected general fund reserve.

The siding on the building is in unsatisfactory condition and needs to be replaced in order to preserve the asset, and the parking area needs improvements. With the Board's concurrence, staff will place this funding on the list for carryover to the 2026 budget and complete the needed repairs. We will bring the needed carryovers from 2025 to the Board in February for consideration to move them to the 2026 budget. With the Board's favorable consideration we will move forward with soliciting bids for the needed work, and that will be presented to the Board for approval before moving forward.

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

ATTACHMENTS

1. [20260108 1114- Miss Laura's FY26 Approved Expense Budget \(002\).pdf](#)
2. [20250108 Miss Lauras pics.docx](#)

OPERATIONS SERVICES
MISS LAURA'S - 11140101

	Account Description	2024		2025		2025		2026		% Total of Budget
		Actuals		Original	Amended	Projected	Budget			
Personnel	500000 Salaries - Misc Regular	\$	-	\$	-	\$ 79,934	\$ 96,500	\$ 92,819	39.7%	
	500005 Salaries - Misc Sick Pay	-		-		-	700	-	0.0%	
	500020 Salaries - Misc Other Timeoff	-		-		-	400	-	0.0%	
	501000 Overtime Pay - Misc	-		-	3,400	3,400	2,000	0.9%		
	504000 Allowances - Misc	-		-	540	850	540	0.2%		
	505000 Holiday Pay - Misc	-		-	-	2,400	-	0.0%		
	506000 Retirement - Misc	-		-	2,889	3,400	3,579	1.5%		
	510100 Social Security	-		-	155	6,100	5,962	2.6%		
	510200 SS - Medicare	-		-	36	1,500	1,396	0.6%		
	511100 Health Insurance	-		-	9,200	5,100	6,748	2.9%		
	511200 Dental Insurance	-		-	-	550	550	0.2%		
	511300 Vision Insurance	-		-	-	100	94	0.0%		
	512100 LT Disability	-		-	-	200	150	0.1%		
	512500 Life Insurance	-		-	-	70	73	0.0%		
	515000 Workers Compensation	-		-	10	11	482	0.2%		
	516000 Employee Screenings	-		-	250	150	320	0.1%		
Personnel Total		-	-	96,414	121,431	114,713	49%			
Operating	521300 Outside Services	-	-	-	-	-	1,100	0.5%		
	527100 Maintenance - Buildings	-		194,192	194,192	39,983	39,983	17.1%		
	527350 Rental / Op Lease - Equipment	-		5,800	5,800	4,500	4,500	1.9%		
	527400 Property Insurance	-		5,000	6,500	6,676	6,676	2.9%		
	527500 Small Equipment	-		900	-	-	-	0.0%		
	527600 Materials	-		500	300	1,875	1,875	0.8%		
	527700 Office Supplies	-		5,000	1,500	1,500	1,500	0.6%		
	527750 Custodial Equipment & Supplies	-		3,583	800	1,700	1,700	0.7%		
	527800 Uniform/Clothing	-		1,500	750	-	-	0.0%		
	527900 Advertising & Printing	-		2,617	3,100	8,300	8,300	3.6%		
	530100 Utilities	-		10,000	10,000	10,000	10,000	4.3%		
	541100 Conferences & Seminars	-		1,000	-	-	-	0.0%		
	541200 Training Materials	-		-	-	100	100	0.0%		
	541300 Dues & Subscriptions	-		525	400	840	840	0.4%		
	542100 Communications	-		1,340	800	600	600	0.3%		
	543151 Credit Card Fees	-		800	800	800	800	0.3%		
	543200 Software Licensing Fees	-		2,207	1,700	145	145	0.1%		
	543400 Computer Equipment & Software	-		200	200	-	-	0.0%		
	544400 Admin Svc Fee/Collection Fee	-		4,977	4,977	-	-	0.0%		
	557400 Miss Laura's Gift Shop Exp	-		10,000	15,000	27,000	27,000	11.6%		
	560000 Program Expense	-		7,000	7,000	3,000	3,000	1.3%		
	560500 Digital Marketing	-		3,350	3,350	1,100	1,100	0.5%		
	560509 Special Events	-		3,550	3,550	4,310	4,310	1.8%		
Operating Total		-	-	268,241	260,819	119,029	51%			
Capital Outl	531700 Cap Outlay - Buildings	-	-	310,000	310,000	-	0.0%			
Capital Outlay Total		-	-	310,000	310,000	-	0%			
		\$	-	\$ 674,655	\$ 692,250	\$ 233,742	100%			

OPERATIONS SERVICES
MISS LAURA'S - 11140101

SCHEDULE OF PERSONNEL	PAY GRADE	FY24	FY25		FY26
			Original	Amended	
Museum Coordinator	38	-	-	1	1
Part-Time Tour Guide	30	-	-	1.5	1.5
EMPLOYEE POSITIONS		-	-	2.5	2.5

Note: Per Ordinance No. 131-24, the City of Fort Smith entered into an agreement with the Fort Smith Convention & Visitors Bureau to manage and operate Miss Laura's Museum. This agreement follows the move of the Fort Smith Convention & Visitors moving out of Miss Laura's and into their new offices on 524 Garrison Ave.

Funding Allocation:
100% General Fund





MEMORANDUM

5



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: January 8, 2026
SUBJECT: 2016 SSA Remedial Measures, Sub-Basin P008, Project No. 17-13

SUMMARY

This Consent Decree project consists of the remediation or replacement of approximately 30,000 linear feet of sanitary sewer pipes and 190 manholes in the Sub-Basin P008. The construction contract was originally presented at the November 4, 2025 Board meeting and was tabled for further review to a Study Session. The original low bid for the project was submitted by Timco Blasting and Coatings, Inc. in the amount of \$ 17,741,767.50 for a contract time of 450 days. A bid tabulation showing the original bidders and bid amounts is attached. In addition, an exhibit showing the location of the project is attached.

The Engineering Department is rejecting the original bid of \$ 17,741,767.50 due to the 60% variance over the engineer's estimate of \$11,084,400.00, (\$6,657,367.50). The project will be repackaged as two separate projects and rebid which will hopefully produce more favorable bids.

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

ATTACHMENTS

1. [1-13-26 Item 2328 11-10-25 Item SM2 & SM3.pdf](#)



SM2 & SM3

MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities
DATE: November 6, 2025
SUBJECT: 2016 SSA Remedial Measures, Sub-Basin P008, Project No. 17-13

SUMMARY

During November 4, 2025, approval of the construction contract to Timco Blasting and Coatings Inc. of Bristow, Oklahoma, in the amount of \$17,741,767.50 and an agreement for construction observation to Hawkins Weir Engineers, Inc. in the amount of \$658,300.00 were tabled to a Study Session for additional information requested by the Board of Directors.

This Consent Decree project includes the rehabilitation or replacement of approximately 190 sanitary sewer manholes and 30,000 linear feet of 8-inch and 12-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project is attached.

Included in your packet as requested, is a summary of linear feet by pipe size and a written response from Larry Yancey, P.E., Vice-President/Principal with Hawkins-Weir Engineers regarding the engineers estimate. An engineer's estimate if the project was split out by method, will be provided on Tuesday to allow reasonable time for preparation.

A total of three (3) bids were received for this project. The low bid for the project was submitted by Timco Blasting and Coatings, Inc., in the amount of \$17,741,767.50 and for a contract time of 480 days. A bid tabulation showing the bidders and bid amounts is attached.

The attached Resolution authorizes the Mayor to execute a Contract with Timco Blasting and Coatings, Inc. in the amount of \$17,741,767.50 and for a contract time of 480 days. Hawkins-Weir Engineers, Inc. has been selected to provide Professional Engineering Services on this project. A copy of the consultant selection form for this project is attached.

Hawkins-Weir Engineers, Inc. has submitted a proposal for Professional Engineering Services on this project in the amount of \$658,300.00. The scope of services includes review of submittals; assistance with the preparation of field orders and change orders; full-time construction observation for the duration of the construction phase; attendance at project meetings; and preparation of record drawings. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. in the amount of \$ 658,300.00, with a total agreement duration of 570 calendar days.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs) and funding is provided by the 2025 Sales and Use Tax Bonds.

ATTACHMENTS

1. [11-10-25 Item ID2324 Additional Information Requested.pdf](#)
2. [11-4-25_Item_ID2274_Resolution_Engineering-Utilities.pdf](#)
3. [11-4-25 Item ID2274 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: **\$17,741,767.50**

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



November 5, 2025

Mr. Jimmie B. Johnson, P.E.
Deputy Director of Engineering - Utilities
801 Carnall Avenue, Suite 500
Fort Smith, Arkansas 72901

Re: 2016 SSA Remedial Measures Sub-Basin P008
2017 SSA Remedial Measures Sub-Basin FL02
Project No. 17-13-C1/19-19-C1

Dear Mr. Johnson:

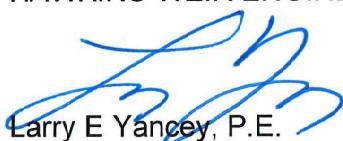
Per the request of the City of Fort Smith Board of Directors, a description of the discrepancies between the Engineer's Estimate and the Bids received on the 17-13-C1 and 19-19-C1 Projects is listed below:

1. Hawkins-Weir Engineers, Inc. prepared cost estimates for five (5) projects that received bids during the October bidding cycle. The Engineer's estimates were completed approximately one month prior to receipt of bids and the unit prices utilized by Hawkins-Weir across all five (5) projects were normalized based on the best available information. Of the five (5) projects bid, two (2) projects received bids significantly higher than our Engineer's Estimate.
2. The 17-13-C1 and 19-19-C1 projects received bids within the last week of the bidding cycle and only out of state Contractors submitted bids. Our observation was that the rehabilitation projects that bid early in the process received more bidding interest from local and in-state Contractors along with more favorable bids.
3. We have reviewed the unit pricing submitted on the 17-13-C1 and 19-19-C1 and recognize there are specific unit prices on these projects that could not have been predicted based on any historical bid information.

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

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.



Larry E Yancey, P.E.

LEY\gch

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685

PROJECT NO. 17-13-C1 - 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008

Linear Feet of Sanitary Sewer Main, Categorized by Pipe Size, Installation Method, and Material

Open Cut - PVC

Size (Inch)	Length (LF)
8	13,863
10	381
12	720
15	25

Size (Inch)	Length (LF)	Percentage of Total Project
8	26,634	88.70
10	963	3.21
12	1,902	6.33
15	527	1.76
Total	30,026	100.00

Open Cut- Ductile Iron

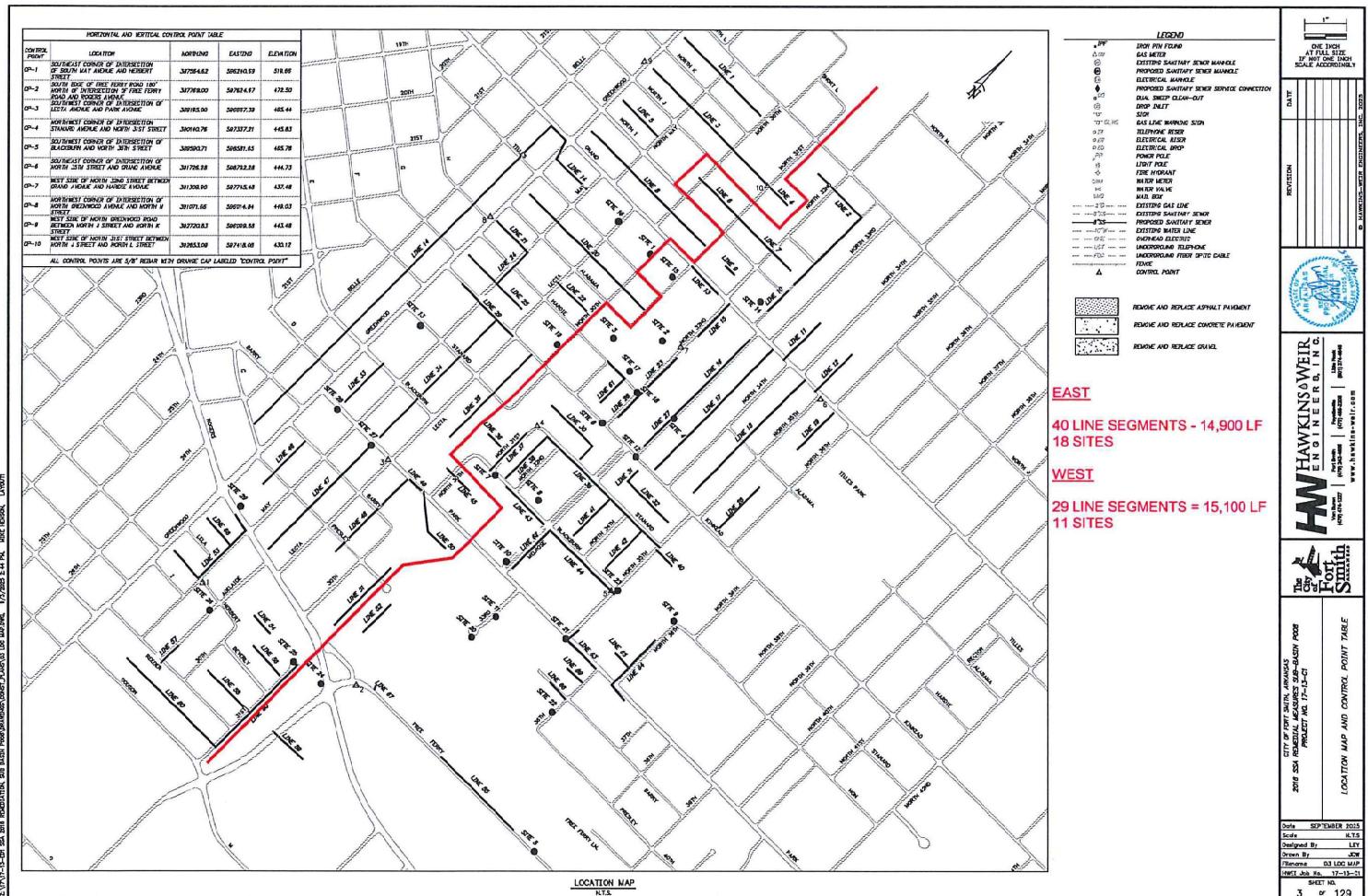
Size (Inch)	Length (LF)
8	1,687
12	871

Pipe Bursting HDPE

Size (Inch)	Length (LF)
8	9,982
10	385
12	171
15	332

CIPP Sanitary Sewer

Size (Inch)	Length (LF)
8	1,102
10	197
12	140
15	170



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TIMCO BLASTING AND COATINGS, INC. FOR THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008, PROJECT NO. 17-13-C1

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

SECTION 1: The bid of Timco Blasting and Coatings, Inc., for the 2016 SSA Remedial Measures, Sub-Basin P008, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Timco Blasting and Coatings, Inc. in the amount of \$17,741,767.50 and for a contract period of 480 days for performing the construction set forth therein, and such contract is incorporated herein by reference.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Bid Tabulation Sheet

Project Name

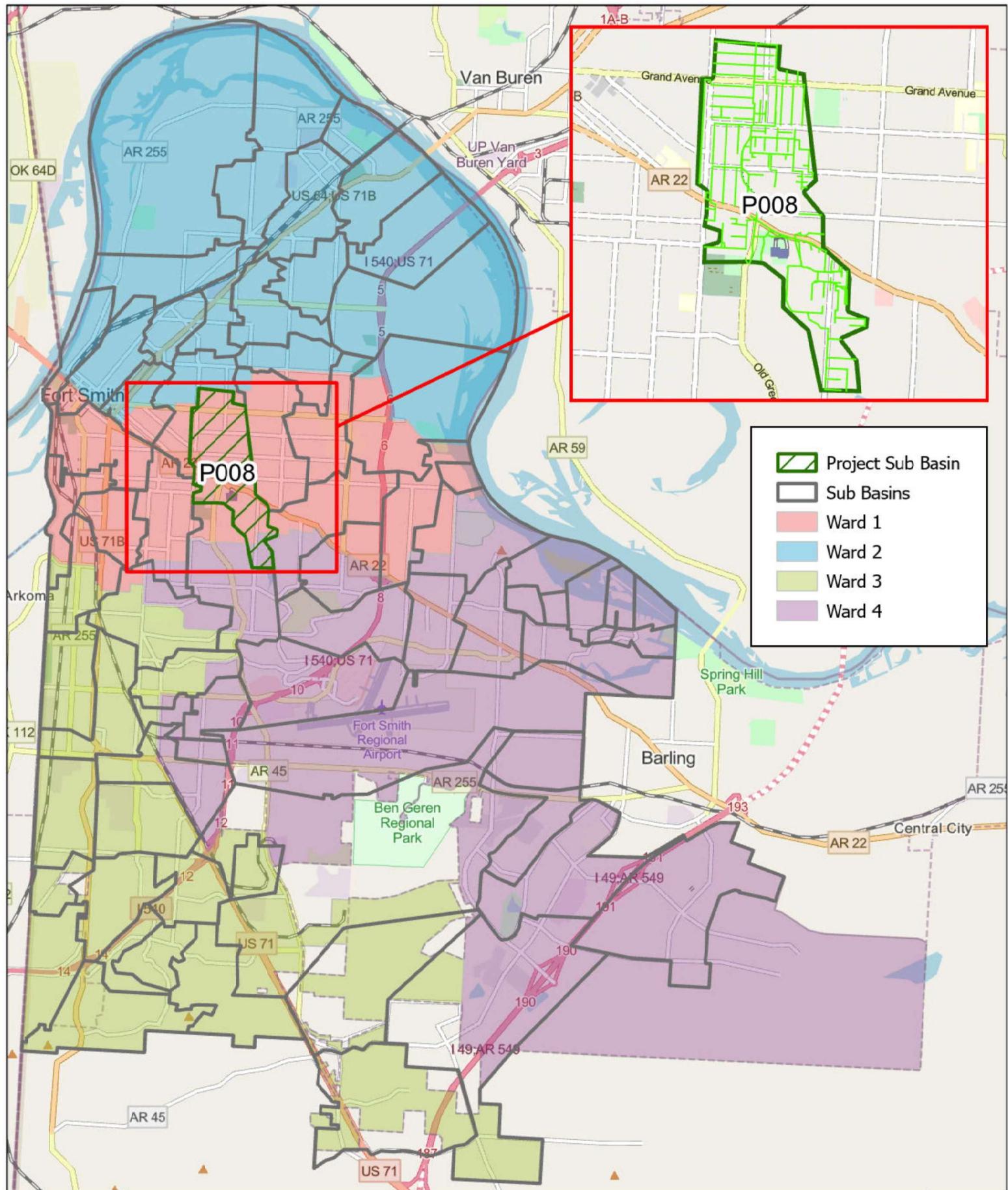
2016 SSA Remedial Measures, Sub-Basin P008
17-13-C1

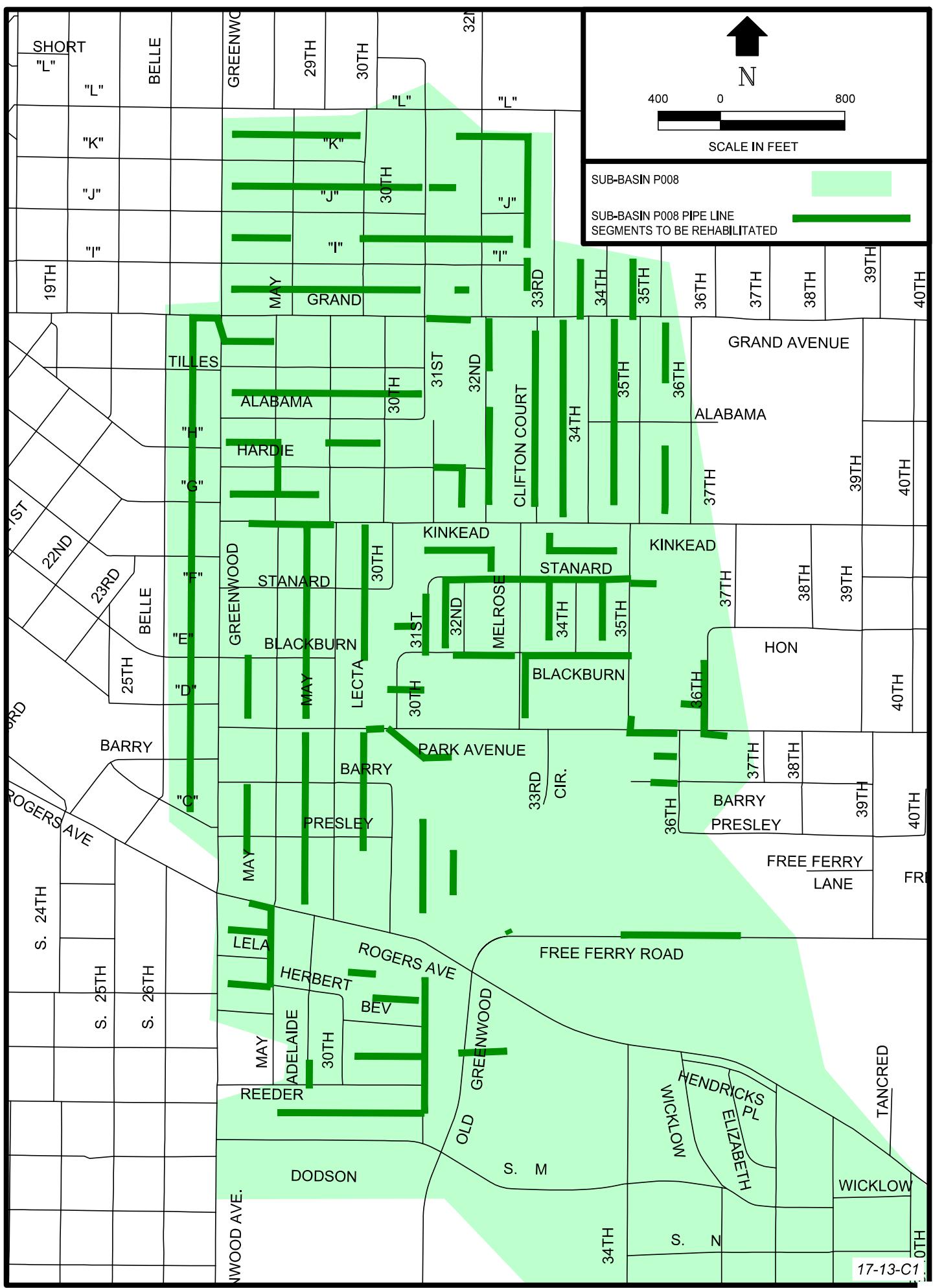
Bid Opening

October 21, 2025
10:00 A.M.

Bids Received

Inliner Solutions, LLC Orleans, Indiana	\$ 23,114,232.63
Timco Blasting and Coatings, Inc. Bristow, Oklahoma	\$ 17,741,767.50
Morgan Contracting, Inc. Florida / Knoxville, Tennessee	\$ 19,971,948.00





17-13-C1

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR PROVIDING
ENGINEERING SERVICES ASSOCIATED WITH THE 2016 SSA REMEDIAL MEASURES,
SUB-BASIN P008, PROJECT NO. 17-13-EC1

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

SECTION 1: An agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2016 SSA Remedial Measures, Sub-Basin P008, Project No.17-13-EC1, which is incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute an Agreement for professional services with Hawkins-Weir Engineers, Inc., as approved by Section 1 hereof, in the amount of \$658,300.00 and for a contract period of 570 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor

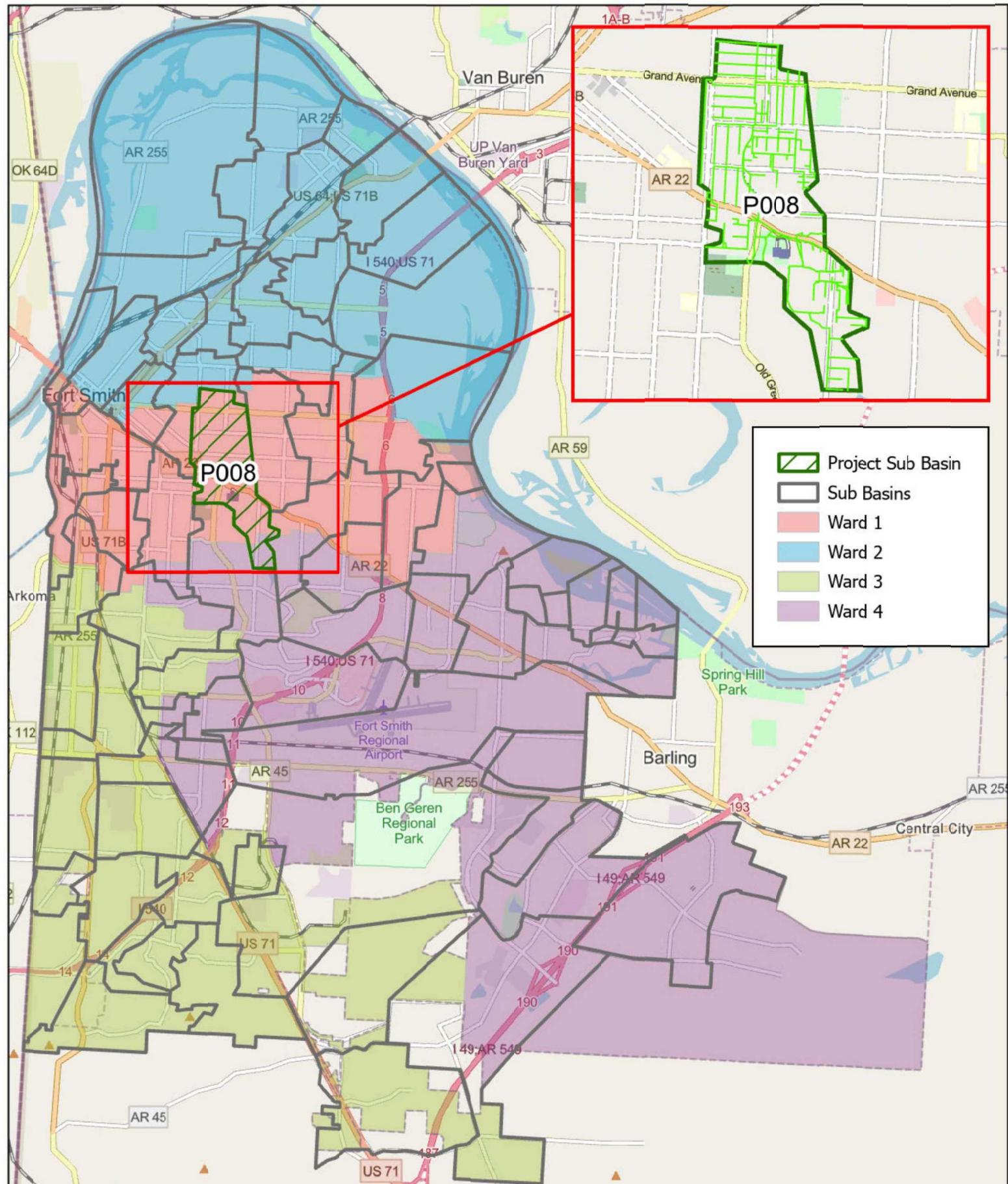
ATTEST:

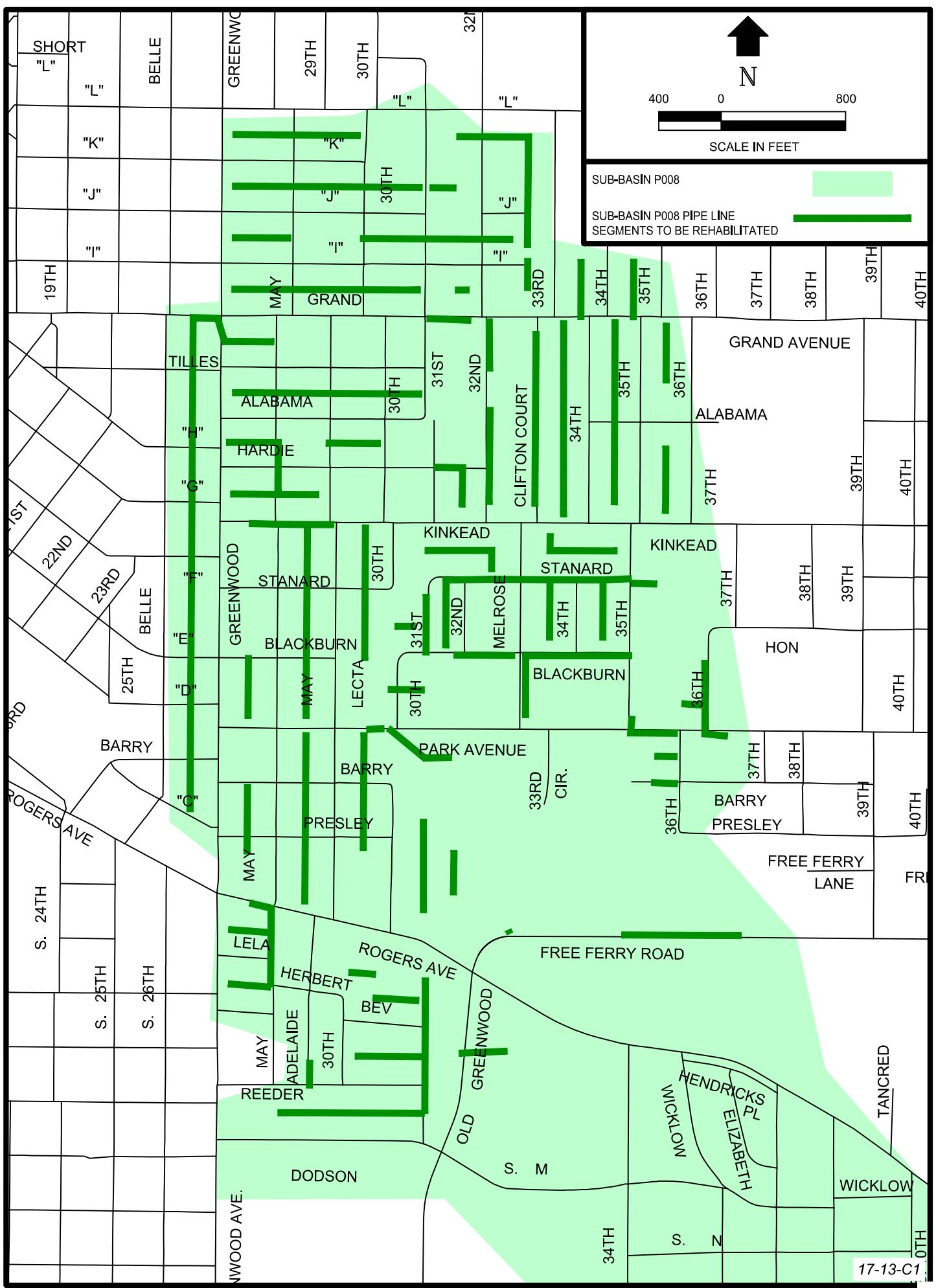
City Clerk

Approved as to form:



npr





INTER-OFFICE MEMO

TO: Project File

DATE: October 01, 2025

FROM: Parth Modi

SUBJECT: 2016 SSA Remedial Measures Sub-Basin P008

Project Number: 17-13-EC1

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

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

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

P.J. Modi

Project Engineer

10/01/2025

Date

Clinton D. Ollin

Program Manager of Water Utilities Engineering

10/01/25

Date

Jameson Johnson

Deputy Director of Water Utilities

10-1-25

Date

**AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
HAWKINS-WEIR 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 **HAWKINS-WEIR ENGINEERS, INC., 110 South 7th, Van Buren, Arkansas. (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **2016 SSA Remedial Measures, Sub-Basin P008 (Project Number 17-13-EC1)** (hereinafter called the **Project**).

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNERS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.
- 2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

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

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

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

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.
- 4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and 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) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.
- 4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

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

The OWNER reserves the right to audit any invoice (except ENGINEER'S Hourly Rates). ENGINEER shall refer to 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 Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.2 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

- 5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B**, "**Engineer's Hourly Rates**" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.
- 5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

- 5.3.1 In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for ENGINEER's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.
- 5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.
- 5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

- 5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.
- 5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.
- 5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

- 7.1.1 All Documents including Drawings and Special Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.
- 7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

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

7.3.3 Unless expressly provided otherwise in this Agreement:

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

7.4 Access To Records

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

7.5 Standards of Performance

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

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

7.6 Insurance

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

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

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

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

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

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

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

7.13 Limitation of Liability

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

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

7.14 Delays

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

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Six Hundred Fifty-Eight Thousand Three Hundred and 00/100 Dollars (\$658,300.00)** 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 **570 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	<u>Hawkins-Weir Engineers, Inc.</u>
C/O Utility Engineering Department	<u>110 S. 7th Street</u>
801 Carnall Avenue, Suite 500	<u>P. O. Box 648</u>
Fort Smith, AR 72901	<u>Van Buren, AR 72957</u>

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
<u>Parth Modi, M.S.</u> (Print Name)	<u>Larry E. Yancey, P.E.</u> (Print Name)
Title: <u>Project Engineer</u>	Title: <u>Vice-President</u>
Phone Number: <u>479.494.3946</u>	Phone Number: <u>479.242.4685</u>
Facsimile Number: <u>479.494.3909</u>	Facsimile Number: <u>479.474.8751</u>
E-Mail Address: <u>parth.modi@fortsmith.gov</u> E-Mail Address: <u>larry.yancey@hawkins-weir.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 Clerk), Sherri Gard

(SEAL)



Barry K. McCormick
(Corporate Secretary)

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

City of Fort Smith, Arkansas

(Owner)

By: George McGill, Mayor

Date Signed: _____

Hawkins-Weir Engineers, Inc.

(Engineer - Company Name)

By: Brett D. Peters
(President)

Brett D. Peters, P.E.
(Printed Name)

P. O. Box 648

(Mailing Address)

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

Engineer License or Certificate No. 101

State of: Arkansas

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



Exhibit A
Scope of Services
2016 SSA Remedial Measures, Sub-Basin P008
City of Fort Smith, Arkansas
Project No. 17-13-EC1
October 16, 2025



Project Description

The scope of services is to provide professional engineering services to the City of Fort Smith Utility Department (FSUD) related to construction phase services for the 2016 SSA Remedial Measures, Sub-Basin P008. Hawkins-Weir Engineers (HW) shall provide services as set forth below.

Task 1 – Construction Phase Services

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



Exhibit A
Scope of Services
2016 SSA Remedial Measures, Sub-Basin P008
City of Fort Smith, Arkansas
Project No. 17-13-EC1
October 16, 2025



Outside Services

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

Exhibit B



Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
Civil Eng Assistant II	\$90
Civil Eng. Assistant I	\$80
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$85
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75

Reimbursable Expenses

Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

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



Exhibit C
Fee Schedule
2016 SSA Remedial Measures, Sub-Basin P008
Fort Smith, Arkansas
Project No. 17-13-EC1
October 16, 2025



Task 1 - Construction Phase Services

Task	Engr VII	Engr VI	Engr III	Dsgnr II	CAD/GIS Tech III	Construction Mgr. I	Construction Observer III	Surveyor	GPS Survey	Survey Technician	Document Processor	Total
1. Conduct a Pre-Construction Conference with the Owner and Contractor	2	4					10				6	22
2. Upload construction documents to the City of Fort Smith's e-Builder site		40	80								40	160
3. Conduct up to eight (8) Progress Meetings												
a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues	8	60					40				24	132
b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants		20									24	44
4. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures	10	80	80			120	2,400					2,690
5. Provide daily work reports and collection GIS data points							100		40	40	240	420
6. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner	10	40	80	20	60		40	20	20	20		310
7. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		40					80					120
8. On-site meetings to interpret plans and to resolve conflicts	10	40					40					90
9. Review Contractor provided post CCTV inspection videos		10	80	20							40	150
10. Conduct as-built surveys of the completed improvements		10			40			40	80	80		250
11. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address		8				20	40					68
12. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives		8			80		50				26	164
TOTAL HOURS	40	360	320	40	180	140	2,800	60	140	140	400	4,620
TOTAL TASK 1 - CONSTRUCTION PHASE SERVICES												\$598,300

Outside Services

		Description	Total
1. Fort Smith Blueprint		Copying and reproduction services	\$10,000
2. Ark-Con Testing Services		Materials testing	\$50,000
TOTAL ESTIMATED REIMBURSABLE EXPENSES			\$60,000

Engineering Services Summary

		2016 SSA Remedial Measures, Sub-Basin P008 (17-13-EC1)
Task 1 - Construction Phase Services		\$598,300
Outside Services		\$60,000
TOTAL ENGINEERING NOT TO EXCEED FEE		\$658,300



EXHIBIT D

HAWKENG-01

KINNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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 BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT CL Service Team #4 (xt. 0704) NAME: PHONE (A/C, No, Ext): (479) 783-2255 FAX (A/C, No): (479) 484-5185 E-MAIL ADDRESS: BHCservice4@bhca.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company 21415 INSURER B: EMCASCO Insurance Company 21407 INSURER C: Accident Fund National Ins Co 12305 INSURER D: INSURER E: INSURER F:
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6W68047	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E68047	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J68047	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A		100119068	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
Project #17-13-EC1 / Project: SSA 2016 Remediation, Sub-Basin P008

CERTIFICATE HOLDER

CANCELLATION

City of Fort Smith Water Utilities Department 801 Carnall Ave., Suite 500 Fort Smith, AR 72901	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

**EXHIBIT D**

HAWKENG-01

KINNA

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/1/2025

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 BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT CL Service Team #4 (xt. 0704) NAME: PHONE (A/C, No, Ext): (479) 783-2255 E-MAIL ADDRESS: BHCservice4@bhca.com	FAX (A/C, No): (479) 484-5185
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Pacific Insurance Company	10046
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	OTHER:						MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						GENERAL AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			21OH065549825	7/11/2025	7/11/2026	Aggregate	4,000,000
B	Excess Liability			015136178	7/11/2025	7/11/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #17-13-EC1 / Project: SSA 2016 Remediation, Sub-Basin P008

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Smith Water Utilities Department 801 Carnall Ave., Suite 500 Fort Smith, AR 72901	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



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: January 8, 2026
SUBJECT: 2017 SSA Remedial Measures, Sub-Basin FL02, Project No. 19-19

SUMMARY

This Consent Decree project consists of the remediation or replacement of approximately 12,640 linear feet of sanitary sewer pipes and 130 manholes in the Sub-Basin FL02. The construction contract was originally presented at the November 4, 2025 Board meeting and was tabled for further review to a Study Session. The original low bid for the project was submitted by Morgan Contracting, Inc., in the amount of \$9,111,352.00 for a contract time of 300 days. A bid tabulation showing the original bidders and bid amounts is attached. In addition, an exhibit showing the location of the project is attached.

The Engineering Department is rejecting the original bid of \$9,111,352.00 due to the 75% variance over the engineer's estimate of \$5,191,00.00, (\$3,920,252.00). The project will be repackaged as two separate projects and rebid which will hopefully produce more favorable bids.

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

ATTACHMENTS

1. [1-13-26 Item 2329 11-10-25 Item SM4 & SM5.pdf](#)



SM4 & SM5

MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jimmie Johnson, Deputy Director of Engineering-Utilities
DATE: November 6, 2025
SUBJECT: 2017 SSA Remedial Measures, Sub-Basin FL02, Project No. 19-19

SUMMARY

During November 4, 2025, approval of the construction contract to Morgan Contracting, Inc. of Knoxville, TN. in the amount of \$9,111,352.00 and an agreement for construction observation to Hawkins Weir Engineers, Inc. in the amount of \$344,250.00 were tabled to a Study Session for additional information requested by the Board of Directors.

This Consent Decree project consists of the remediation or replacement of approximately 12,640 linear feet of sanitary sewer pipes and 130 manholes in the sub-basin FL02. An exhibit showing the location of the project is attached.

Included in your packet as requested, is a summary of linear feet by pipe size and a written response from Larry Yancey, P.E., Vice-President/Principal with Hawkins-Weir Engineers regarding the engineers estimate.

Twelve contractors picked up plans for this project and two of those submitted bids. The low bid for the project was submitted by Morgan Contracting, Inc., in the amount of \$9,111,352.00 for a contract time of 300 days. A bid tabulation showing the bidders and bid amounts is attached.

The attached Resolution authorizes the Mayor to execute a contract with Morgan Contracting, Inc., in the amount of \$9,111,352.00 and for a contract time of 300 days.

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

Hawkins-Weir Engineers, Inc. has submitted a proposal for Construction Observation services on this project in the amount of \$344,250.00. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc., in the amount of \$344,250.00. and for 420 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. [11-10-25 Item ID 2326 Additional Information Requested.pdf](#)
2. [11-4-25_Item_ID2260_Resolution_Engineering-Utilities.pdf](#)
3. [11-4-25 Item ID2260 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$9,111,352.00

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



November 5, 2025

Mr. Jimmie B. Johnson, P.E.
Deputy Director of Engineering - Utilities
801 Carnall Avenue, Suite 500
Fort Smith, Arkansas 72901

Re: 2016 SSA Remedial Measures Sub-Basin P008
2017 SSA Remedial Measures Sub-Basin FL02
Project No. 17-13-C1/19-19-C1

Dear Mr. Johnson:

Per the request of the City of Fort Smith Board of Directors, a description of the discrepancies between the Engineer's Estimate and the Bids received on the 17-13-C1 and 19-19-C1 Projects is listed below:

1. Hawkins-Weir Engineers, Inc. prepared cost estimates for five (5) projects that received bids during the October bidding cycle. The Engineer's estimates were completed approximately one month prior to receipt of bids and the unit prices utilized by Hawkins-Weir across all five (5) projects were normalized based on the best available information. Of the five (5) projects bid, two (2) projects received bids significantly higher than our Engineer's Estimate.
2. The 17-13-C1 and 19-19-C1 projects received bids within the last week of the bidding cycle and only out of state Contractors submitted bids. Our observation was that the rehabilitation projects that bid early in the process received more bidding interest from local and in-state Contractors along with more favorable bids.
3. We have reviewed the unit pricing submitted on the 17-13-C1 and 19-19-C1 and recognize there are specific unit prices on these projects that could not have been predicted based on any historical bid information.

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

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.



Larry E Yancey, P.E.

LEY\gch

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685

**Project No. 19-19-C1
17 SSA Sub-Basin FL02**

Method

Open Cut PVC

Size (Inch)	Length (LF)
8	6,470
10	230
12	310
15	420

Total for Project 19-19-C1

Size (Inch)	Length (LF)
8	10,790
10	480
12	310
15	1,060

Open Cut DIP

Size (Inch)	Length (LF)
8	780

Pipe Bursting HDPE

Size (Inch)	Length (LF)
8	3,540
10	250
15	640

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORGAN CONTRACTING, INC. FOR THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN FL02,
PROJECT NO. 19-19-C1

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

SECTION 1: The bid of Morgan Contracting, Inc., for the 2017 SSA Remedial Measures, Sub-Basin FL02, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Morgan Contracting, Inc. in the amount of \$9,111,352.00 and for a contract period of 300 days for performing the construction set forth therein, and such contract is incorporated herein by reference.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Bid Tabulation Sheet

Project Name

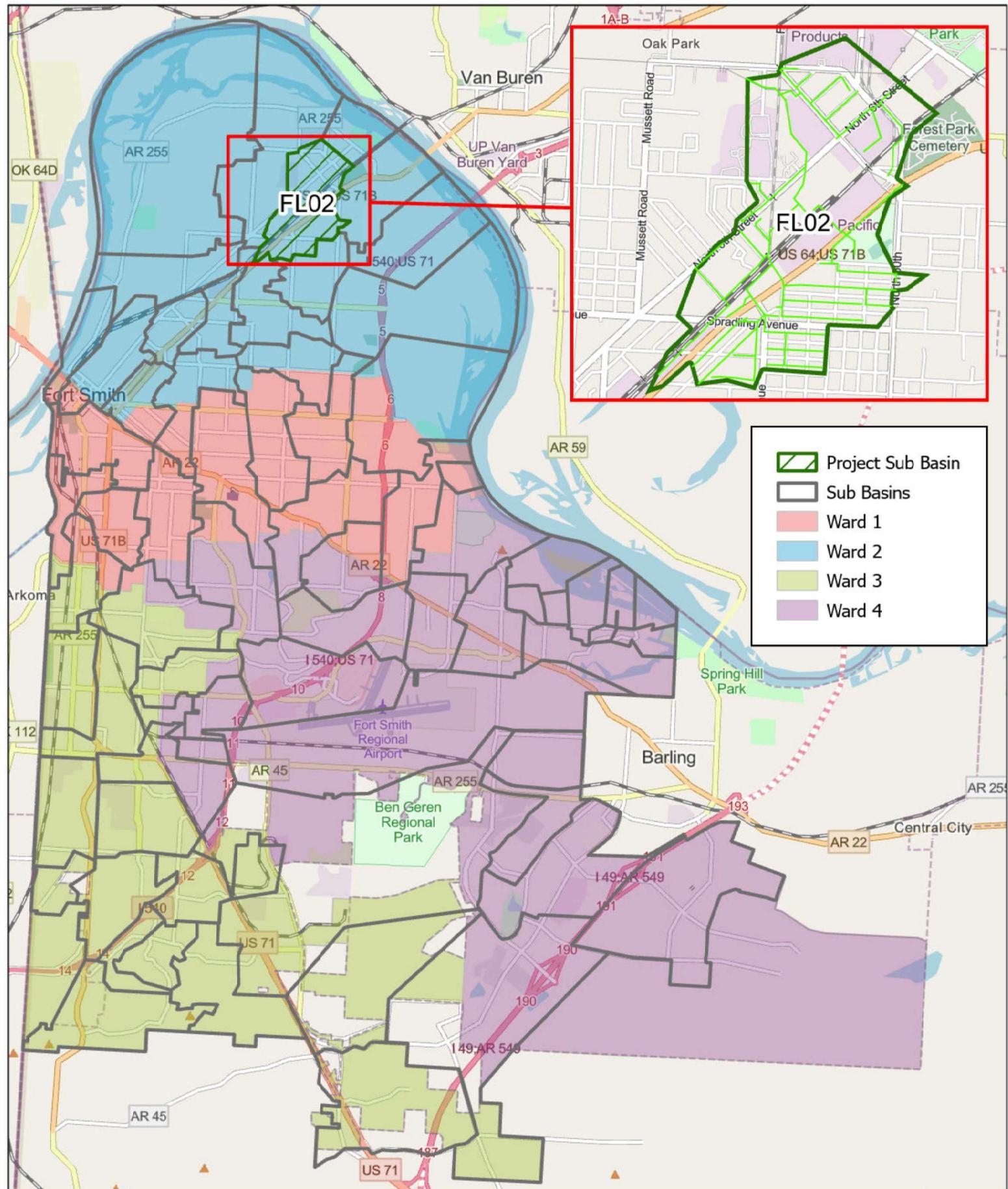
2017 SSA Remedial Measures, Sub-Basin FL02
19-19-C1

Bid Opening

October 16, 2025
10:00 AM

Bids Received

Morgan Contracting, Inc. Knoxville, Tennessee	<u>\$ 9,111,352.00</u>
Timco Blasting & Coatings Inc Bristow, OK	<u>\$ 9,468,162.00</u>



RESOLUTION NO. _____

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

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

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

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute an Agreement for professional services with Hawkins-Weir Engineers, Inc., as approved by Section 1 hereof, in the amount of \$344,250.00 and for a contract period of 420 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor

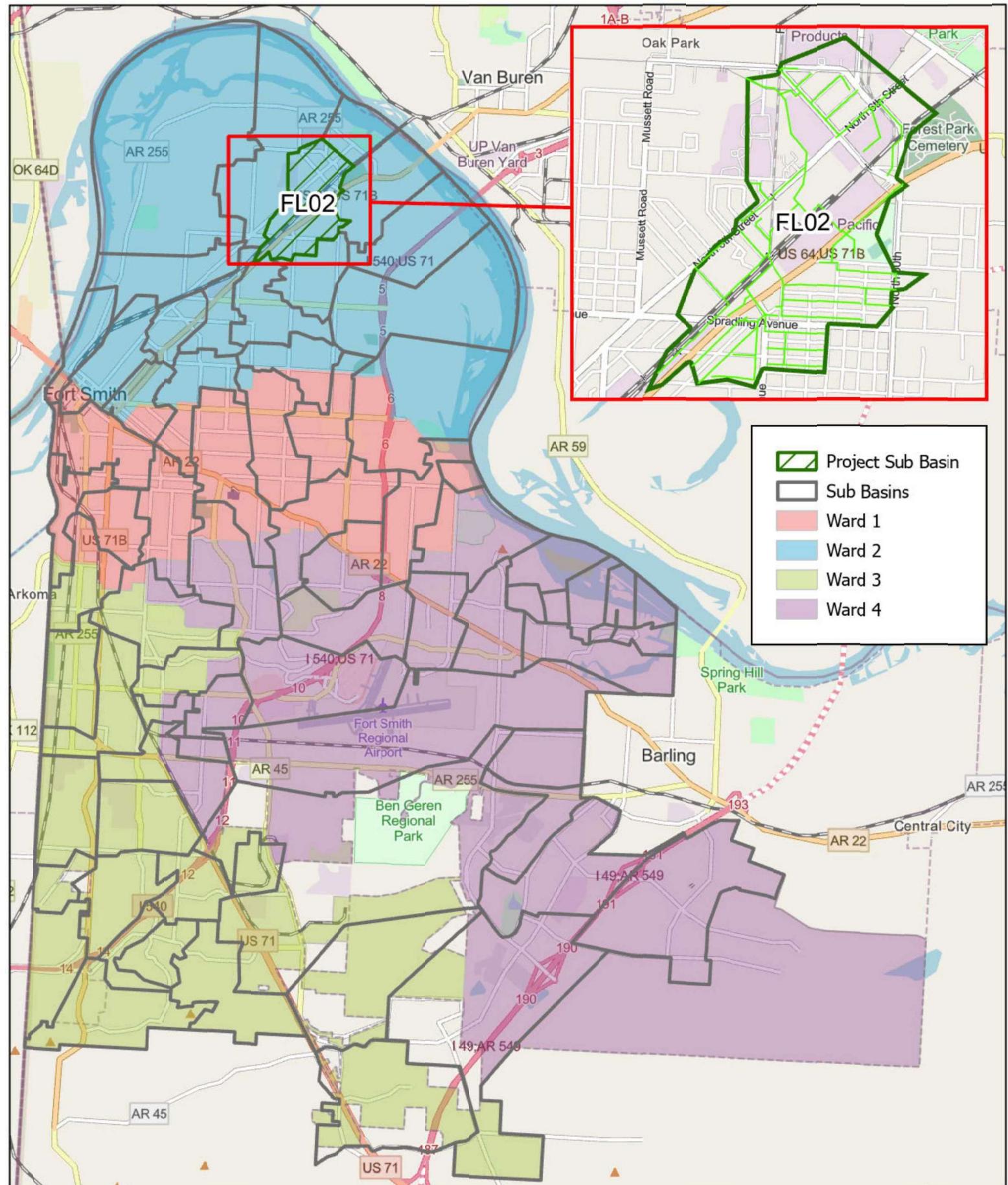
ATTEST:

City Clerk

Approved as to form:

Curt

npr



INTER-OFFICE MEMO

TO: Project File

DATE: 10/01/2025

FROM: Austin Pearcy, E.I.

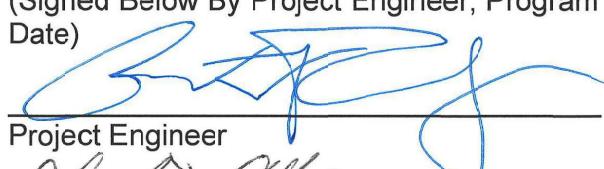
SUBJECT: 2017 SSA Remedial Measures FL02
Project Number: 19-19-EC1

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

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

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

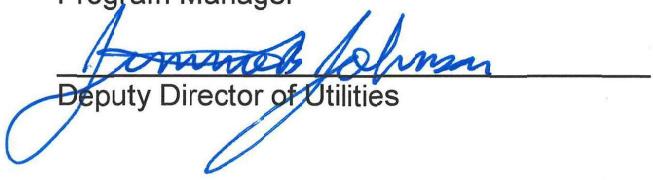
(Signed Below By Project Engineer, Program Director, and Deputy Director of Utilities, and Date)


Project Engineer

10/1/25
Date


Program Manager

10/1/25
Date


Deputy Director of Utilities

10-1-25
Date

**AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
HAWKINS-WEIR 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 **HAWKINS-WEIR ENGINEERS, INC., 110 South 7th, Van Buren, Arkansas. (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **2017 SSA Remedial Measures, Sub-Basin FL02 (Project Number 19-19-EC1)** (hereinafter called the **Project**).

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNERS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.
- 2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- 2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

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

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

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

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.
- 4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and 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) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.
- 4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying Reimbursable Expenses, OWNER shall pay ENGINEER the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by subcontractors 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 Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.2 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

- 5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B**, "**Engineer's Hourly Rates**" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.
- 5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

- 5.3.1 In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for ENGINEER's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.
- 5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.
- 5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

- 5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.
- 5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.
- 5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

- 7.1.1 All Documents including Drawings and Special Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.
- 7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

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

7.3.3 Unless expressly provided otherwise in this Agreement:

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

7.4 Access To Records

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

7.5 Standards of Performance

- 7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information or others not under contract with ENGINEER.
- 7.5.2 ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.

7.6 Insurance

- 7.6.1 ENGINEER shall procure and maintain insurance as set forth below. ENGINEER shall cause OWNER to be listed as an additional insured on the commercial general liability insurance policy carried by ENGINEER. ENGINEER shall each deliver to the OWNER certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the performance of ENGINEER'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance"**.
- 7.6.2 ENGINEER's insurance shall include the designated types and coverage limits:
 - 7.6.2(A) Workers' Compensation – Limits as required by controlling law;
 - 7.6.2(B) Professional liability - Each claim made and annual aggregate limit of \$1 Million;
 - 7.6.2(C) Automobile liability - Each accident of \$1 Million;
 - 7.6.2(D) General liability - \$1 Million each occurrence and annual aggregate limit of \$2 Million.

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

7.13 Limitation of Liability

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

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

7.14 Delays

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

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Three Hundred Forty-Four Two Hundred Fifty and 00/100 (\$344,250.00)** 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 **420 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	<u>Hawkins-Weir Engineers, Inc.</u>
C/O Utility Engineering Department	<u>110 S. 7th Street</u>
801 Carnall Avenue, Suite 500	<u>P. O. Box 648</u>
Fort Smith, AR 72901	<u>Van Buren, AR 72957</u>

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
<u>Austin Pearcy, E.I.</u> (Print Name)	<u>Larry E. Yancey, P.E.</u> (Print Name)
Title: <u>Project Engineer</u>	Title: <u>Vice-President/Project Engineer</u>
Phone Number: <u>479.494.3949</u>	Phone Number: <u>479.242.4685</u>
Facsimile Number: <u>479.494.3909</u>	Facsimile Number: <u>479.474.8751</u>
E-Mail Address: <u>austin.pearcy@fortsmith.gov</u>	E-Mail Address: <u>larry.yancey@hawkins-weir.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 Clerk), Sherri Gard

(SEAL)



Barry K. McCormick
(Corporate Secretary)

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

City of Fort Smith, Arkansas

(Owner)

By: George McGill, Mayor

Date Signed: _____

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

By: Brett D. Peters
(President)

Brett D. Peters, P.E.
(Printed Name)

P. O. Box 648
(Mailing Address)

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

Engineer License or Certificate No. 101

State of: Arkansas

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



Exhibit A
Scope of Services
Construction Phase Services
2017 SSA Remedial Measures, Sub-Basin FL02
Fort Smith, Arkansas
Project No. 19-19-EC1
October 16, 2025



Project Description

The scope of services is to provide professional engineering services to the City of Fort Smith Utility Department (FSUD) related to construction phase services for the 2017 SSA Remedial Measures, Sub-Basin FL02. Hawkins-Weir Engineers (HW) shall provide services as set forth below.

Task 1 – Construction Phase Services

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



Exhibit A
Scope of Services
Construction Phase Services
2017 SSA Remedial Measures, Sub-Basin FL02
Fort Smith, Arkansas
Project No. 19-19-EC1
October 16, 2025



Outside Services

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

Exhibit B



Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
Civil Eng Assistant II	\$90
Civil Eng. Assistant I	\$80
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$85
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75

Reimbursable Expenses

Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

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



Exhibit C
Fee Schedule
2017 SSA Remedial Measures, Sub-Basin FL02
Fort Smith, Arkansas
Project No. 19-19-EC1
October 13, 2025



Task 1 - Construction Phase Services

Task	Engr VII	Engr VI	Engr II	CAD/GIS Tech III	Construction Mgr. II	Construction Observer III	Surveyor	GPS Survey	Survey Technician	Document Processor	Total
1. Conduct a Pre-Construction Conference with the Owner and Contractor	2	4				4				10	20
2. Upload construction documents to the City of Fort Smith's e-Bulder site		8	40							40	88
3. Conduct up to six (6) Progress Meetings											0
a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues	4	16	20							24	64
b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants		8								18	26
4. Provide full-time construction observation of the construction activities (11 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures	4	20			60	1,600					1,684
5. Provide daily work reports and collection GIS data points						80		20	20	80	200
6. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner	4	16	20	40			16	20	20		136
7. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		16				40					56
8. On-site meetings to interpret plans and to resolve conflicts	4	16				16					36
9. Review Contractor provided post CCTV inspection videos		4	40							24	68
10. Conduct as-built surveys of the completed improvements							24	40	40		104
11. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address		8			20	20					48
12. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives		4		40		40				24	108
TOTAL HOURS	18	120	120	80	80	1,800	40	80	80	220	2,638
TOTAL TASK 1 - CONSTRUCTION PHASE SERVICES											\$324,250

Outside Services

Item	Description	Total
1. Fort Smith Blueprint	Copying and reproduction services	\$5,000
2. Ark-Con Testing Services	Materials testing	\$15,000
TOTAL ESTIMATED REIMBURSABLE EXPENSES		\$20,000

Engineering Services Summary

Item	Description	Total
Task 1 - Construction Phase Services		\$324,250
Outside Services		\$20,000
TOTAL ENGINEERING NOT TO EXCEED FEE		\$344,250



EXHIBIT D

HAWKENG-01

ALESKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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 BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT CL Service Team #4 (xt. 0704) NAME: PHONE (A/C, No, Ext): (479) 783-2255 E-MAIL ADDRESS: BHCservice4@bhca.com	FAX (A/C, No): (479) 484-5185
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Mutual Casualty Company	21415
	INSURER B: EMCASCO Insurance Company	21407
	INSURER C: Accident Fund National Ins Co	12305
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:			6W68047	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E68047	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J68047	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A		100119068	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- E.L. EACH ACCIDENT <input type="checkbox"/> \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE <input type="checkbox"/> \$ 1,000,000 E.L. DISEASE - POLICY LIMIT <input type="checkbox"/> \$ 1,000,000	

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

19-19-EC1 – 2017 SSA Remedial Measures, Sub-Basin FL02

CERTIFICATE HOLDER

CANCELLATION

City of Fort Smith Water Utilities Department 801 Carnall Avenue Suite 500 Fort Smith, AR 72901	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



EXHIBIT D

HAWKENG-01

KINNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: CL Service Team #4 (xt. 0704)	
	PHONE (A/C, No, Ext): (479) 783-2255	FAX (A/C, No): (479) 484-5185
	E-MAIL ADDRESS: BHCservice4@bhca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	INSURER A: Pacific Insurance Company	10046
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
								\$	
								\$	
								\$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						PER STATUTE	OTH- ER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
								\$	
A Professional Liab				21OH065549825	7/11/2025	7/11/2026	Aggregate		4,000,000
B Excess Liability				015136178	7/11/2025	7/11/2026	Aggregate		3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

**City of Fort Smith Water Utilities Department
801 Carnall Ave., Suite 500
Fort Smith, AR 72901**

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





MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: December 0, 2025
SUBJECT: Lease Agreement with Sebastian County regarding Parrot Island Waterpark

SUMMARY

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

At the December 9, 2025 study session, Directors Settle/Good placed consideration of this item on the agenda for the Board's regular meeting on December 16, 2025. The resolution was removed from the December 16 agenda pending discussion at the January 13 study session.

Although the county's proposal has technically expired, this study session discussion should clarify for staff the Board's wishes regarding the operating responsibility for the waterpark. We can either continue under the 2012 agreement which provides for a 50/50 split in operating costs, consider approving the lease agreement proposed by the county, or make a different proposal back to the county.

Please contact me for questions related to this agenda item.

ATTACHMENTS

1. [20251216_Resolution_-_PIWP_Lease_and_Operations_from_SebCo.pdf](#)
2. [20251021 Lease Agreement - SebCo - Amended to 12-31-25.pdf](#)

RESOLUTION NO. _____

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

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

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

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

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

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

ADOPTED THIS _____ day of September, 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to Form:



City Attorney, NPR

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

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

WITNESSETH

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

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

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

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

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

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

Part of Government Lot 2 of the Northwest Quarter of Section 6, Township 7 North, Range 31 West, part of Government Lots 1 and 2 of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 7 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Section 6; Thence along the West Line of said Section 6, S02°44'07"W, 329.53 feet to the southerly right-of-way of Arkansas Highway 255 (Zero Street), said point also being the Point of Beginning; Thence along said right-of-way, S76°34'08"E, 1014.66 feet; Thence S18°28'41"W, 196.59 feet; Thence 296.12 feet along the arc of a curve to the right, said curve having a radius of 476.35 feet and being subtended by a chord having a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FORT SMITH, ARKANSAS

ATTESTED:

By: _____
Mayor

City Clerk

SEBASTIAN COUNTY, ARKANSAS

ATTESTED:

By: _____
County Judge

County Clerk



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: December 11, 2025

SUBJECT: 1. Amendment to extend Management Agreement with ARM for operation of PIWP through 2026

SUMMARY

As requested at the December 9 study session, the December 16 regular meeting agenda included a resolution to effect a one-year extension to the Management Agreement with American Resort Management for the operation of Parrot Island Waterpark through 2026. The resolution was removed from the December 16 agenda pending discussion at the January 13 study session.

Since this action was taken, it was clear that the Management Agreement with ARM would not be dealt with before its December 31, 2025 expiration, so two things then transpired:

1. I consulted with Judge Hotz and on behalf of the city & county as co-owners, on December 18 the city issued a Request For Proposals for aquatic facility management and marketing services, with responses due to the city on January 7.
2. Judge Hotz and I signed a temporary management agreement with ARM to continue supervision and management services for the waterpark effective January 1, 2026. It has a seven-day termination notice provision, and its term will not be longer than March 31, 2026. This makes sure the facility is not left unsupervised and allows time to facilitate the RFP review process to bring a new management services agreement to the governing bodies for approval.

These actions render the resolution/amendment that were removed from the December 16 agenda moot, but the discussion remains on the January 13 study session agenda as it was formally placed by the Board.

As additional information, the city did receive five responses to the RFP on January 7. This is a professional services-based process, whereby the owner is to evaluate responses and qualifications of the respondents and select the most qualified firm with which to negotiate a contract for services. As the process is to be qualifications-based, it is not based on a low-bid or any other kind of cost of service consideration. A review committee comprised of representatives of both the county and the city (co-owners as of now) will review the proposals and make a recommendation to the governing bodies. I anticipate a 5-member panel including myself, Judge Hotz and three others from city/county staff to review the proposals and make a recommendation to the governing bodies for joint approval.

Please contact me with questions regarding this agenda item.



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
CC: Andy Richards, Chief Financial Officer
FROM: Jeff Dingman, Acting City Administrator
DATE: January 7, 2026
SUBJECT: Discussion of construction costs related to water slides at Parrot Island Waterpark

SUMMARY

You will recall that the city took sealed bids for the construction elements to install the waterslides at Parrot Island Waterpark on October 17, 2025. We received two bids, the lowest being \$2,828,810, which was well above the \$655,000 available and budgeted for the installation of this amenity out of the overall \$4.2 million that was expected to cover the complete purchase and installation of the waterslides. This low bid included significant exclusions related to the pool pumphouse, so it would not have delivered a complete project. The higher bid of \$3,134,000 had no such exclusions.

Since that time of course much discussion has been had about what to do with the waterslides, and staff has focused on how we can reduce the cost or allocate additional funds (or both) to install the slides. Director Kemp and staff have worked with local contractor Royal Ridge Construction to evaluate the specifications and identify potential ways to reduce the cost of the slides and the infrastructure needed to get them installed and operational.

Through this effort, Royal Ridge has produced a proposal (attached) of \$1,059,934.12 that would install plumbing, fittings, and concrete foundations to allow the slides to be erected and put in place (by CSM Waterworks who is already under contract for this work). An alternate number includes installation of the pump house facility and complete electrical package for an additional \$680,000. Together the proposal totals \$1,739,934.12 that does have some exclusions, but gets the slides in place absent the pool equipment/pumps and piping required for completion (to be installed by others), work estimated at about \$600,000. In all, this proposal anticipates the total cost to install the slides at \$2,339,935. This number includes waterslides only, it does not include required site amenities such as fencing, sidewalks, landscaping, bollards, etc., those numbers are still to be determined but a working estimate is \$350,000.

As stated earlier, the city has \$655,000 of the \$4.2 million that is still unobligated to any other portion of this project. Chief Financial Officer Andy Richards has identified interest earnings in the Parks Sales Tax account that has accumulated since the inception of the tax that has not been allocated to specific projects, that number is \$760,000 which leaves a gap of \$924,935. The 2026 Parks CIP (attached for reference) could be adjusted at the Board's direction to claim \$924,935 for this project by moving back other scheduled projects to future years.

In order to facilitate this process, the Board would need to waive competitive bidding for this project and award a construction contract(s) for the agreed upon amount. The project would then need to coordinate with CSM Waterworks, city forces and others to finish installation of the required components of the project.

ATTACHMENTS

1. 20260109 Parrot Island - RRCv2.pdf
2. 20251028 Parks CIP Summary page.pdf



1220 Commerce Ct.
Fort Smith, AR 72908
Phone: (479) 434-2619

PROPOSAL

Proposal Submitted To City of Fort Smith		Phone	Date 1/9/2025
Street		Job Name Parrot Island	
City, State ZIP		Job Location Fort Smith, AR	
Attn	Date of Plans 07/2025	Job Phone N/A	

Arkansas Contractor's License Number: 0368190524

Royal Ridge Construction, LLC proposes to provide the labor, material and equipment to perform the proposed scope of work per the plans and specifications.

Inclusions:

- Mobilization (1 LS)
- Silt Fence (985 LF)
- Concrete Washout (1 EA)
- Erosion Control Matting (840 SF)
- Cut and Haul Off (455 CY)
- Import Select Fill (1,477 CY)
- 6" HDPE (88 LF)
- 8" HDPE (294 LF)
- 10" HPDE (47 LF)
- 15" HDPE (260 LF)
- Nyoplast Basins (10 EA)
- 6" PVC (100 LF) ** Stops at Road
- 6" Fittings (3 EA)
- 4" Domestic Water and Stub Out for Future Use (31 LF)
- 4" Gate Valve (2 EA)
- Seed and Straw (31,800 SF)

Footing Inclusions:

- Mobilization
- 7' x 7' Concrete Pad Footing (2 EA)
- 6' x 6' Concrete Pad Footing (1 EA)
- 10' x 10' Concrete Pad Footing (3 EA)
- 14' x 14' Concrete Pad Footing (2 EA)
- 12' x 12' Concrete Pad Footing (5 EA)
- 11' x 11' Concrete Pad Footing (3 EA)
- 13' x 13' Concrete Pad Footing (2 EA)
- 9' x 9' Concrete Pad Footing (1 EA)
- 8' x 8' Concrete Pad Footing (2 EA)
- Footing CF1 (1 EA)
- Footing CF2 (1 EA)
- Footing CF3 (1 EA)
- Footing CF4 (1 EA)
- Footing CF5 (1 EA)
- Footing CF6 (1 EA)
- Footing CF7 (1 EA)

- 16" Pedestals (14 EA)
- 24" Pedestals (1 EA)
- 28" Pedestals (6 EA)
- 38" Pedestals (6 EA)
- 48" Pedestals (19 EA)
- Anchor Bolt Sets (46 EA)
- Holding Tank Concrete (1 LS)

Total: \$1,059,934.12

Alternate #1)

Pump House Inclusions:

- Electrical Complete Package including tower and value engineering drive motors
- Concrete
- Structure
- Hose Bibs (5 EA)
- 1" Service Line (600 LF)
- Trench Drain Tied to Sump Pump (20 LF)
- Sump Pump (1 EA)
- 2" RPZ and PRV (1 EA)

Pump House Total: \$680,000.00

Exclusions

- Building Fees or Permits
- Design Work/Engineering
- Any Work Not Inclusive to this Proposal
- Plumbing and Piping other than Listed above
- All Pool Plumbing, Piping and Pumps.
- Sidewalks Decks or Patios by others (COFS)

Note: This proposal may be withdrawn if not accepted within 30 days.

Payment to be made as follows:

As work progresses

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Jason Payton, Owner
E-mail: Jpayton@royalridge.com

Signature:



Signature:



Fiscal Year 2026 - Fiscal Year 2030 Parks & Recreation Capital Improvement Plan

	Est. 2025	2026	2027	2028	2029	2030
BEGINNING BALANCE	5,110,982	210,069	3,615	471	7,327	4,183
Current Year Revenues						
1/8% Sales and Use Tax	3,645,402	3,681,856	3,681,856	3,681,856	3,681,856	3,681,856
Grants/Contributions	384,705	3,476,690	-	-	-	-
Total - Current Year Revenues	4,030,107	7,158,546	3,681,856	3,681,856	3,681,856	3,681,856
Total Funds Available	9,141,089	7,368,615	3,685,471	3,682,327	3,689,183	3,686,039
Projects						
Carol Ann Cross Park Improvements	875,927	-	-	-	350,000	-
Martin Luther King, Jr. Park Improvements	480,459	-	-	-	-	150,000
Maybranch Greenway	996,190	5,100,000	1,750,000	1,000,000	-	-
John Bell, Jr. Park	225,000	-	-	500,000	500,000	-
Tilles Park Improvements	1,367,895	-	-	250,000	-	-
Tilles Park Parking Lot Resurfacing	-	250,000	-	-	-	-
Trails & Greenways	-	-	-	-	1,700,000	1,980,000
ACHE Trail Contribution	150,000	-	-	-	-	-
Creekmore Park Pool Upgrades	2,774,500	100,000	750,000	750,000	-	-
Creekmore Park Train Improvements	51,170	-	-	-	-	-
Outdoor Restroom Improvements						
Tilles Park	47,500	-	-	-	-	-
Spradling Park	-	50,000	-	-	-	-
Kelley Park Ballfields	-	-	-	500,000	-	-
2nd Street Parking Lot (Farmer's Market)	-	-	250,000	-	-	-
Outdoor Park Pavilion/Shade	-	-	-	-	180,000	500,000
Riverfront Skate and Bike Park	-	75,000	-	-	-	-
Carol Ann Cross Park	-	-	500,000	-	-	-
Harley A. Wilson Park	-	-	250,000	-	-	-
Fort Smith Park	-	-	-	365,000	-	-
Creekmore Park Drainage, Sidewalks, and Parking	675,113	-	-	-	-	-
Kelley Park Ballfields Lighting Upgrades	345,050	-	-	-	-	-
Neighborhood Park Improvements					400,000	
Woodlawn Park	304,997	-	-	-	-	-
Spradling Park	-	375,000	-	-	-	-
Riley Farm Park	50,000	410,000	-	-	-	-
Hillcrest Park	297,219	-	-	-	-	-
Imani/Stagecoach Park Phase II	-	-	-	-	250,000	-
Outdoor Exercise & Fitness Center	-	-	-	-	250,000	-
Chaffee Crossing Pickleball Courts Resurfacing	-	-	180,000	180,000	-	-
Cisterna Park Improvements	215,000	-	-	-	-	-
Community Center Upgrades	-	-	-	125,000	450,000	650,000
Tennis Court Resurfacing	70,000	1,000,000	-	-	-	-
Development of Former ACME Property	-	-	-	-	-	-
Total Projects	8,926,020	7,360,000	3,680,000	3,670,000	3,680,000	3,680,000
Other Project Expenses (Note 1)	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL EXPENDITURES	8,931,020	7,365,000	3,685,000	3,675,000	3,685,000	3,685,000
Ending Balance	210,069	3,615	471	7,327	4,183	1,039

Grants/Contributions

LWCF Grant (Maybranch Greenway Phase I) (Note 2)	-	712,500	-	-	-	-	-
National Parks Service (Maybranch Greenway Phase IB)	-	371,591	-	-	-	-	-
ADPHT (Maybranch Greenway Phase IB)	-	1,267,599	-	-	-	-	-
ArDOT TAP Grant (Maybranch Greenway Phase IB)	-	1,000,000	-	-	-	-	-
Friends of Recreational Trails (Maybranch Greenway Phase I)	125,000	125,000	-	-	-	-	-
Carol Ann Cross Park Cell Tower Revenue (playground)	190,000	-	-	-	-	-	-
Park Partners (Carol Ann Cross Park Boardwalk)	69,705	-	-	-	-	-	-
TOTAL GRANTS/CONTRIBUTIONS	384,705	3,476,690	-	-	-	-	-
