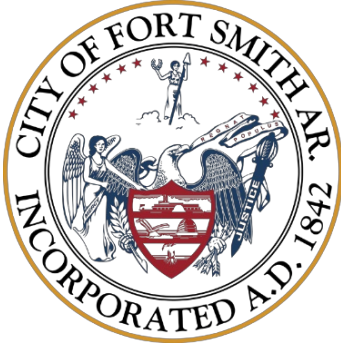




MAYOR

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

SPECIAL MEETING & STUDY SESSION

November 10, 2025 ~ 6:00 p.m.

Blue Lion

101 North 2nd Street, Back Room

Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:

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

SPECIAL MEETING

Unanimously called by the Board of Directors at the November 4, 2025 regular meeting

ROLL CALL

PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING (*Section 2-37 of the Fort Smith Municipal Code*)

ITEM OF BUSINESS - SPECIAL MEETING

1. Resolution accepting the bid and authorizing the Mayor to execute an agreement with Motorola Solutions, Inc. for the purchase of radio infrastructure, equipment, and installation services for the River Valley Communications Center Construction Project (\$5,333,048.50 / Budgeted / RVCC - E911 Funds) ~ Tabled to this special meeting called at the November 4, 2025 regular meeting ~ (Public Safety Communications)
2. 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 (\$17,741,767.50 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) ~ Tabled pending study session review at the November 4, 2025 regular meeting ~ (Engineering) ♦ ●

3. Resolution 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 (\$658,300.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) ~ Tabled pending study session review at the November 4, 2025 regular meeting ~ (Engineering) ♦ ●
4. 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 (\$9,111,352.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) ~ Tabled pending study session review at the November 4, 2025 regular meeting ~ (Engineering) ♦ ●
5. 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 (\$344,250.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) ~ Tabled pending study session review at the November 4, 2025 regular meeting ~ (Engineering) ♦ ●

ADJOURN

STUDY SESSION

CALL TO ORDER

ITEMS OF BUSINESS - STUDY SESSION

1. Discuss regularly scheduled meetings of the Board of Directors for 2026 (City Clerk)
2. Present proposed CIP Plans (2 of 2): (Various Departments)
 - 2A. CIP for Water Systems Maintenance and Improvements 2026-2035 (Engineering) ♦
 - 2B. CIP for Wastewater Systems Maintenance and Improvements (Non-Consent Decree) 2026-2035 (Engineering) ♦
 - 2C. CIP for Wastewater Systems Maintenance and Improvements (Consent Decree) 2026-2035 (Engineering) ♦ ●
 - 2D. Five-year CIP for the Police Department (Police) ♦
 - 2E. Five-year CIP for the Fire Department (1/8% Sales and Use Tax) (Fire)
3. Review preliminary agenda for the November 18, 2025 regular meeting (City Clerk)

CITIZENS FORUM

ADJOURN

City of Fort Smith Board of Directors - Special Meeting Called for Monday, November 10, 2025

Fort Smith, Arkansas sent this bulletin at 11/06/2025 04:55 PM CST



Board of Directors - Special Meeting called for November 10, 2025

**MEDIA NOTIFICATION
November 6, 2025**

At the Board of Directors regular meeting on November 4, 2025, the Board tabled the below provided resolution to a special meeting unanimously called for 6:00 p.m., Monday, November 10, 2025, at the Blue Lion, 101 North 2nd Street, Back Room:

- Resolution accepting the bid and authorizing the Mayor to execute an agreement with Motorola Solutions, Inc. for the purchase of radio infrastructure, equipment, and installation services for the River Valley Communications Center Construction Project (\$5,333,048.50 / Budgeted / RVCC – E911 Funds) ~ Tabled to a special meeting called at the November 4, 2025 regular meeting ~ (Public Safety Communications)

A regularly scheduled study session is set for the same date, time, and location; therefore, the Board of Directors will convene into the study session immediately following adjournment of the called special meeting.

Note: Study sessions are typically scheduled on Tuesday evenings; however, City of Fort Smith Offices will be closed on Tuesday, November 11, 2025 in observance of Veterans Day so the study session was scheduled for Monday, November 10, 2025.

The Agenda Board Packet for the special meeting and study session scheduled for Monday, November 10, 2025 will be uploaded to the City's website as soon as possible. Once accomplished, notice of same will be distributed in like-manner.

Sherri Gard, MMC
City Clerk
479-784-2207
sgard@fortsmithar.gov

Powered by





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Wes Milam, Director of Public Safety Communications
DATE: October 20, 2025
SUBJECT: Lease agreement with Motorola Solutions, Inc. for RVCC radio installation.

SUMMARY

This proposal is the culmination of events put in motion by the Arkansas Public Safety Act of 2019, which required the City of Fort Smith and Sebastian County to consolidate their 911 Public Safety Answering Points into one center. The legislation intends to streamline 911 resources to better provide police, fire, and EMS services to those in need. In Fort Smith, this will mean that all 911 calls are answered in one place, with immediate access to emergency services, without the need to transfer a caller to another location, as is the current practice. Consolidation will greatly improve the speed at which life-saving measures can be dispatched to a citizen in need.

Throughout 2024, the City and Sebastian County worked to create a plan for consolidation. An interlocal agreement was signed between the City of Fort Smith and Sebastian County, creating the River Valley Consolidation Center (RVCC). The agreement allowed the AR 911 Board to grant us a twenty-four-month extension to the original January 1, 2025 deadline to be fully consolidated. The 911 Governing Board immediately began making consolidation plans in accordance with the interlocal agreement—the first of those plans was to hire an Executive Director, and the second was centered around the location of the new consolidated PSAP. An architecture firm (MAHG) was selected to design a purpose-built facility to house the RVCC. The RVCC board reviewed location options and selected 4501 Burrough Rd as the location. The design continued, and Beshears Construction Company was selected as Construction Manager for the project. A critical aspect of the construction, though, is the installation of radio communications equipment.

The City and County currently subscribe to the Arkansas Wireless Information Network (AWIN), and have since 2005. This radio coverage network is operated by Motorola equipment and has been consistently updated over twenty years to include two towers in Fort Smith and two in Sebastian County. The latter of which came online just last month. Thus, Motorola is the logical choice to install the radio communications portion of the consolidated dispatch center project.

An attempt to secure outside funding for this communications equipment occurred in early 2025 with a request to Senator Boozman's office for inclusion in the FY26 Congressionally Directed Spending program, but that request was not successful. Therefore, this capital

expenditure needs to be considered as part of the operational cost of building and operating the RVCC facility. The interlocal agreement provides that any operational cost over the revenue received from State 911 fees is to be split by percentage of population, 69.7% to Fort Smith and 30.3% to Sebastian County. I was named the Executive Director in June of this year and took over the work already in progress to build a facility at Burrough Road. The proposed solution I present to the Board of Directors at the November 4 meeting represents the first major capital expenditure for this facility, as planned by the 911 Governing Board up to this point in time. A second expenditure from Beshears Construction is expected in early 2026, when the 911 Governing Board and then the City Board of Directors will need to consider the Guaranteed Maximum Price for construction of the facility. While all construction prices still need to be confirmed, the estimated total price of this project is at least \$10 million, including this radio communications equipment, radio tower, and conversion/addition to the existing structure at 4501 Burrough Road to a hardened, weather resistant stand-alone 911 dispatch facility.

I have worked with CFO Andy Richards to determine that options to finance this purchase and the construction costs do exist. The State 911 Funds are a dedicated revenue source that can be used all or in part to fund the radio equipment, the facility construction and/or continued operations of the E911 Dispatch function. This proposal from Motorola proposes a financing plan through Motorola, and the city has the ability to finance the construction of the facility itself using the dedicated E911 revenues from the state as the source of funding. Using all of the funds provided from the State 911 Funds for the capital project to buy communications equipment and build a building does not leave any state E911 funds for operating the facility, which the City and the County would then need to fully fund at the 70%/30% cost share ratio per the interlocal agreement. There is no question this puts a strain on both entities' General Funds until the facility's initial construction is paid for, particularly starting in 2027.

I do want to assure Board of Directors that alternative options exist. Motorola has agreed to extend the incentives listed in this proposal until December 19th. Therefore, we do have a short window of time in which to fully explore other options, should the Board direct staff to do so. However, regardless of where the facility exists, some version of this Motorola contract will be needed to replace and update communications infrastructure that is up to twenty years old.

I look forward to the discussion at the Special Meeting on Monday. Please contact me if you have questions about this agenda item.

ATTACHMENTS

1. [11-4-25_ITEM_ID2224_Resolution_Motorola.pdf](#)
2. [City of Fort Smith-RVCC Proposal](#)
3. [City of Fort Smith-RVCC Lease Agreement](#)

<i>FISCAL IMPACT:</i>	<i>\$5,333,048.50</i>
<i>BUDGET INFORMATION:</i>	<i>Budgeted / RVCC - E911 Funds</i>

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE
PURCHASE OF RADIO INFRASTRUCTURE, EQUIPMENT, AND INSTALLATION
SERVICES FOR THE RIVER VALLEY COMMUNICATIONS CENTER CONSTRUCTION
PROJECT

WHEREAS, the City of Fort Smith, Arkansas (City) and Sebastian County, Arkansas (County) entered into a Mutual Aid/Interlocal Agreement for the purpose of consolidating E911 services and creating the River Valley Communications Center (RVCC) effective December 3, 2024, such agreement being duly approved and authorized by the Arkansas Attorney General; and,

WHEREAS, the RVCC Governing Board selected 4501 Burrough Road as the location for a new Consolidated 911 Emergency Communications Center and initiated a construction project requiring the installation of emergency radio communication infrastructure and equipment; and,

WHEREAS, Motorola Solutions, Inc. is the sole vendor for P25 radio connectivity to the Arkansas Wireless Information System (AWIN) utilized by emergency service agencies in Sebastian County, and is a member of the Sourcwell purchasing contract, number 042021-MOT; and,

WHEREAS, Motorola Solutions, Inc. provides a lease agreement (#25701) with the City of Fort Smith in the amount of \$5,333,048.50 payable in five (5) payments of \$1,066,609.70 beginning February 2027 and ending November 30, 2030.

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

1. The Lease Agreement between the City of Fort Smith and Motorola Solutions, Inc. in the amount of \$5,333,048.50 is hereby approved.
2. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Lease Agreement approved by Section 1 hereof.

This Resolution adopted this 4th day of November, 2025.

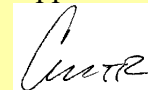
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



NPR



MOTOROLA SOLUTIONS

Proposal

City of Fort Smith

River Valley PSAP Consolidation

Oct 3, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
10680 Trenea Street
San Diego, CA 92131

October 3, 2025

Dr. Wes Milam
City of Fort Smith
100 S 10th St.
Fort Smith AR 72901

Subject: River Valley Communications Center

Dear Dr. Wes Milam,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide City of Fort Smith (Customer) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- 10 AXS Console Positions
- NICE IP and Telephony Loggers
- 190' Tower with Microwave Backhaul
- Installation, Configuration and Optimization of RVCC PSAP

The products and services shall be provided under the terms and conditions of the Sourcewell contract # 042021-MOT; and its applicable Motorola Solutions Customer Agreement (MCA).. This proposal shall remain valid through November 21st 2025. The City of Fort Smith may accept the proposal by delivering the signed MCA and issuing a PO referencing the Sourcewell contract # 042021-MOT and this proposal. Any questions may be directed to your Motorola Account Executive, Jason Powers at (870) 490-1967 or Heather Shipley, Arkansas Valley Communications, (479) 970-2990.

We thank you for the opportunity to furnish City of Fort Smith with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Randy Johnson
MSSSI Territory Vice President

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Section 1

System Description

1.1 System Overview

In response to the City of Fort Smith's request, Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the following proposal for a new dispatch console system for the City and Sebastian County's River Valley Consolidated Communications Public Safety Answering Point (RVCC PSAP). As a part of this proposal, Motorola Solutions is proposing our CommandCentral AXS Dispatch Consoles. Additionally, Motorola Solutions has included the fixed network equipment necessary to build the new PSAP as a wireline console dispatch site on the Arkansas Wireless Information Network (AWIN) System. This includes the site routers, LAN switches, conventional site controller, conventional gateways, as well as the MC EDGE AUX I/O device. Motorola Solutions will also provide a new backup control station system to support the PSAP.

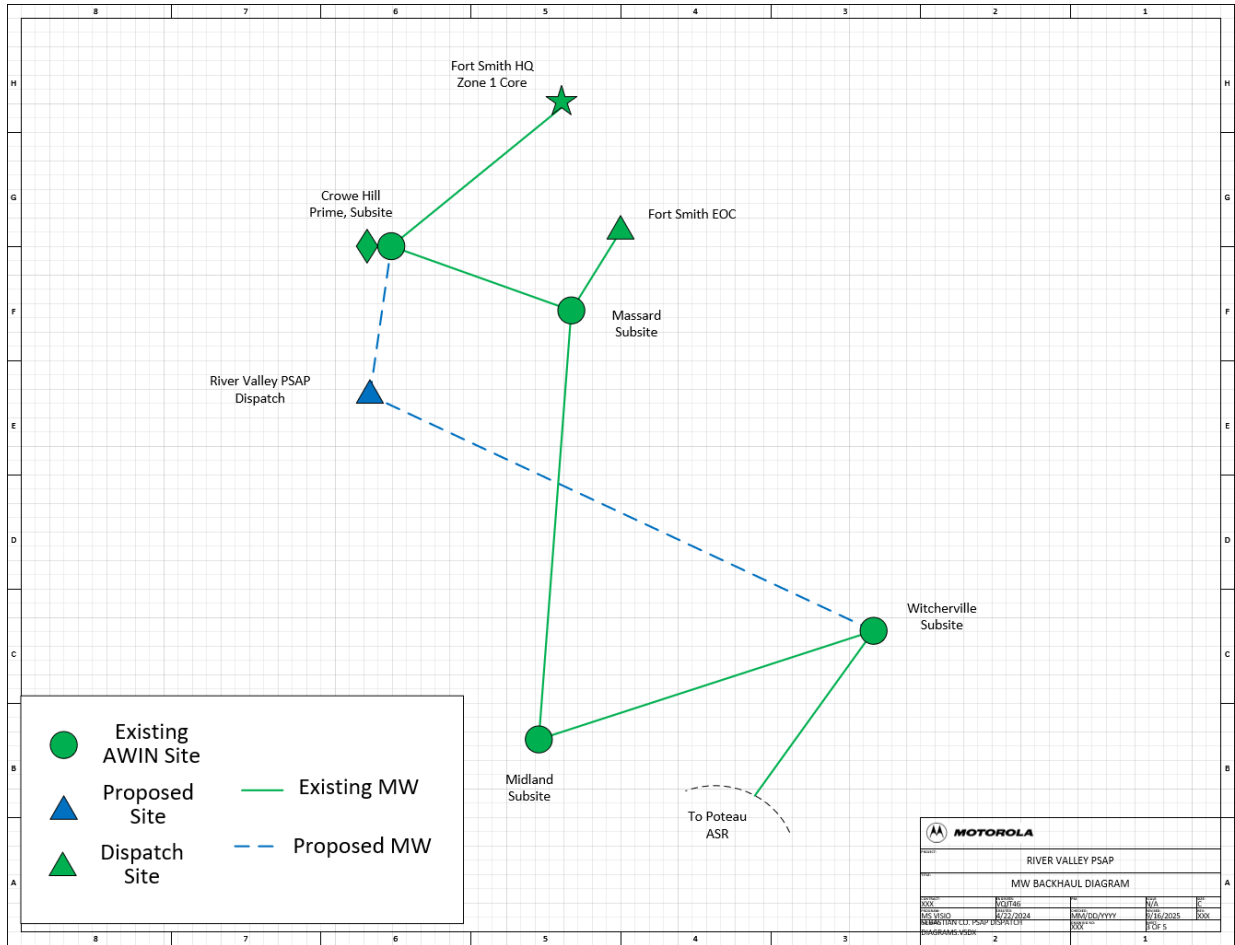
Motorola Solutions has included our APX Consolette to be used as a backroom control station. In the event the dispatch console positions lose wireline connectivity with the core, the backup control stations will allow a dispatcher to monitor and control talkgroups on the AWIN system as well as local radio resources. Seventeen (17) new APX Consolette control stations have been quoted for the PSAP, in addition to three (3) MCG 8000 conventional channel gateways and one (1) DSC 8000 conventional site controller.

To connect this new dispatch site to the AWIN system, Motorola Solutions has partnered with Aviat to quote a microwave backhaul solution. The microwave backhaul will feature redundant microwave hops which will connect the new dispatch center into the existing AWIN backhaul in the county. The proposed backhaul topology can be seen in figure 1-1 below. To support this microwave design, Motorola Solutions is proposing the addition of a new 190 ft. self-supported tower at the PSAP.

Finally, Motorola Solutions has partnered with NICE Public Safety to provide a new NIR IP Radio and Telephony audio logging solution in this proposal. This logger will capture audio and metadata from the PSAPs Radio calls as well as 911 audio and CAD Video captures.

Site	Latitude	Longitude
RVCC PSAP	35°17'49.56"N	94°23'4.53"W

Table 1-1: Site Location Details



1.2 Proposed Equipment

Motorola Solutions is proposing the following equipment for the River Valley Consolidated Communications PSAP:

- 10 CommandCentral AXS Dispatch Consoles
 - CommandCentral AXS Application Software
 - 160 Radio Resource Capacity License
 - Encryption Capability (AES and ADP)
 - Enhanced IRR
 - 1 Command Central HUB Audio Processing Unit and PC
 - 1 24 Inch Touch Screen Monitor
 - 3 MSI Purpose-Built USB Speakers
 - 1 Desktop Gooseneck Microphone
 - 2 Headset Jacks
 - 1 Single Pedal Footswitch
- 17 APX Console Control Stations

- Network Equipment
 - 1 Nokia SAR-8 MPLS Router
 - 2 Juniper SRX 345 Site Routers
 - 2 Juniper EX4100 Site LAN Switches
 - 1 Control Room Firewall
 - 1 Control Room LAN Switch
- 3 MCG 8000 Conventional Channel Gateways
- 1 DSC 8000 Conventional Site Controller
- 1 MC Edge Aux I/O Server
- New Antennas and Line
 - 2 7/800 MHz 8-channel Control Station Combiners
 - 5 7/800 MHz Omni Control Station Antennas
 - ½" Transmission Lines
 - Surge Protection Devices and Connectors
- Critical Spares
- Civil
 - 1 190 ft. Tower
- Additional Equipment
 - NICE Logging Solution
 - ◆ 1 NICE NIR IP Radio Logger
 - ◆ 1 NICE NIR Telephony Logger
 - ◆ 1 Logging Backup Server
 - ◆ 1 Inform Application Suite
 - ◆ 1 Intelligence Center
- Alerting and Paging
 - ◆ 2 UHF APX 1500 (Weather Siren)
 - ◆ 1 Rackmount AXS Locution Console
 - ◆ 1 APX Next Portable Radio

1.3 Dispatch Console Components

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems in the RVCC PSAP, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set and a mission-critical IP network for transporting information and calls throughout the system.

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience** – The solution responds to touch, type or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive configuration options, flexible deployment configurations and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Purpose-Built Dispatch Console Accessories** – Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, and headset jack designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

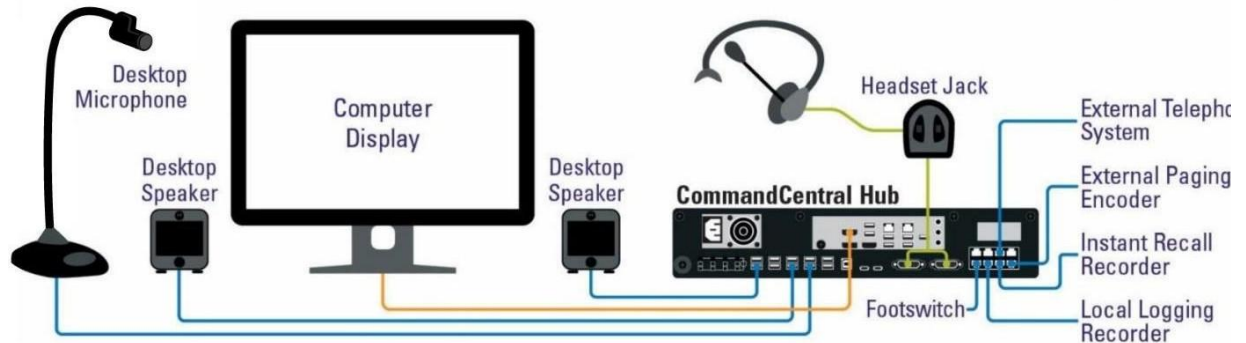


Figure 1-2: CommandCentral AXS Dispatch Console

CommandCentral Hub

The CommandCentral Hub (CC Hub) is the platform on which the CommandCentral AXS Dispatch Console operates. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard.

The PC that is internal to the CC Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the dispatch application.



Figure 1-3: The CommandCentral Hub.

Control Stations

Control stations are an important resource of the dispatch console system. In the event that consoles lose wireline connection to the radio system, backup control stations provide dispatchers a means to continue to communicate on the system. This ability relies on the consoles sharing the same local area network with the control stations and the conventional site controller (CSC). For the PSAP, Motorola Solutions is proposing our APX Consolette. The APX Consolette control stations have the ability to channel steer, whereby the dispatcher can select the channel they want to transmit on from the dispatch console. Additionally, the APX Consolette has the ability to support different call types as well as advanced signaling. The APX Consolettes, together with the conventional site controller and conventional channel gateways, make up the backup control station subsystem.

For the RVCC PSAP, seventeen (17) APX Consolette control stations will replace the existing control stations. These consolettes will be used to change between the dispatch talkgroups as needed, from the dispatch console. All consolettes however would have the ability to be set to whatever channel is needed at the time. To support these consolettes, three (3) MCG 8000 CCGWs have been quoted. This will allow the consolettes to be split between the CCGWs, removing a single point of failure and adding

fault tolerance to the control station system. Motorola Solutions has also quoted two (2) control station combiners each with its own antenna and line system to increase redundancy and resiliency.



Figure 1-4: The APX Console.

In addition to the main radio dispatch backup control stations, two (2) UHF APX 1500 control stations have been included here, to interface with the City's weather alerting system.

MC Edge

The Mission Critical EDGE functions as a general purpose Remote Terminal Unit and provides users the ability to remotely control and monitor end node devices, such as doors and lights. The proposed console system supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.



Figure 1-5: The MC Edge.

Control Room and Core CEN Devices

As a part of this proposal, Motorola Solutions is also providing network devices to support both a control room customer enterprise network (CEN) and a core site customer enterprise network (CEN). These devices include a firewall and switch each for both the control room and core CENs. These devices allow both CENs to be configured to communicate with the radio network infrastructure (RNI) in a secure way. These CENs will provide the PSAP a network to support CEN based devices, such as third party computer aided dispatch (CAD), third party fire station alerting, and third party logging recorders.

1.4 Site Connectivity

Motorola Solutions in partnership with Aviat is proposing an Ethernet-based microwave backhaul to connect the PSAP back to the AWIN core. The new dispatch center will utilize redundant microwave hops back to the AWIN Zone 1 core by connecting to the existing Crowe Hill and Witcherville sites.

Aviat is proposing two (2) new microwave hops to support the PSAP. One hop will be a licensed, 11.2 GHz hop, while the other will be a licensed, 6 GHz hop. Both will have a transporting capacity up to 155 Mbps and a minimum two-way annual availability of 99.999%. An MPLS Router has been included as well. The MPLS router is capable of supporting site link traffic for both the RNI and the CENs. The hops are summarized in table 1-2 below.

Site Location	Dish Height	Dish Make/Model	Frequency	Availability	Throughput
Path 1					
Crowe Hill	80'	VHLP3-11W	11 GHz	99.9999%	155 Mbps
RVCC PSAP	130'	VHLP3-11W			
Path 2					
Witcherville	220'	HX6-6W	6 GHz	99.9997%	155 Mbps
RVCC PSAP	180'	HX6-6W			

Table 1-2: Microwave Path Summaries

1.5 NICE Audio Logging Solution

As a part of this proposal, Motorola Solutions and NICE have included a new, non-redundant 78-channel NICE Inform Elite 10 recording solution. It will include a 25-channel IP Radio Logger, a Logger Backup Server (LBS), and a 53-channel Analog/ Telephony Recorder, NICE Inform application and NICE Intelligence Center. NICE is the world's leading provider of voice and multimedia logging solutions for Public Safety and Command/Control operations. With the proposed NICE solution from Motorola Solutions, Fort Smith Police Department and Sebastian County will improve their ability to capture and analyze incident communications.

NICE's Inform suite is comprised of modular applications for advanced incident information management. Using NICE Inform, the process of event reconstruction, investigation and information-sharing is efficient and complete. The proposal also includes NICE Inform Health Manager (NIHM), the NICE SNMP-based system fault monitoring solution.

The solution will be configured with a CAD integration to Pro Phoenix CAD. The purpose of this interface is to allow NICE Inform Elite to passively interrogate CAD systems in order to provide additional insights to our customers by linking information across multiple customer data silos. The NICE Inform Generic CAD integration offers otherwise unsupported 3rd party CAD solutions the

opportunity to integrate with NICE Inform Solutions by supporting a Microsoft SQL view based interface defined by NICE into a backup/reporting CAD database.

Motorola Solutions and NICE have also included NICE Intelligence Center, a sophisticated analytics and visualization tool which provides deep insight into PSAP performance and individual metrics. One-click drill-down capability allows supervisors, managers, and directors to quickly zero in on exceptional data points so that issues can be addressed before they become problems or so that successes can be shared and used to teach others. Combining data from Pro Phoenix CAD and VESTA 9-1-1 call-taking solutions, The RVCC PSAP will be able to build intuitive dashboards using dozens of built-in visualization 'widgets'.

1.6 Caveats/ Assumptions

This proposal is based on the following list of assumptions:

- This design is based on AWIN's current ASTRO 25 system release, 2021.1.
- The centerlines for the microwave backhaul are not finalized until physical site and path surveys are performed. The centerline locations for all dishes are subject to change.
- This design assumes the existing towers will pass a structural analysis. The following sites are able to take on additional tower loading: Crowe Hill, Witcherville. If existing towers cannot take additional loading, tower remediation will be the responsibility of the customer.
- The City of Fort Smith will provide adequate power, HVAC systems, and rack space at the dispatch center to support the new equipment as per R56 Standards.
- The City of Fort Smith will provide adequate generator and UPS backup power to support the proposed dispatch equipment at the new center.
- There are no RF Coverage guarantees or requirements associated with this proposal.
- The City of Fort Smith will be responsible for providing accessibility to the site during installation.
- Any cost incurred by Pro Phoenix to integrate their CAD System with the proposed NICE Solution has not been included in this proposal, and is the responsibility of the City of Fort Smith.
- No dispatch furniture has been included in this proposal. This proposal assumes the City of Fort Smith will provide their own dispatch furniture, which must be installed prior to installation of the dispatch console position equipment.

Section 2

Statement of Work

Motorola is proposing the installation and configuration of the following equipment at the specified locations.

Site Names	Major Equipment
RVCC PSAP	Refer to Proposed Equipment in Section 1.2

The document delineates the general responsibilities between Motorola and Customer as agreed to by contract.

2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Install the Motorola-supplied equipment described above
- Schedule the implementation in agreement with the Customer
- Coordinate the activities of all Motorola subcontractors under this contract
- Administer safe work procedures for installation
- Provide specifications for the appropriate system interconnects

2.2 Customer Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General Customer responsibilities include but are not limited to the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Customer vendors or other contractors.

2.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
- Approved FCC licensing will be provided by the Customer.
- Frequencies for the system shall be available and are provided by the Customer as needed.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Section 3

Civil Statement of Work

Motorola is proposing the following site development work for RVCC PSAP:

3.1 Site Development Overview

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Clearing type – Light.
- New tower to be used for antennas – 190-foot self-supported tower.
- New tower foundation size – 69 cubic yard, Type – Drilled Pier.

3.2 Motorola Responsibilities

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction activity.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.

- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Prepare, submit and track application for local permit fees (electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Site Components Installation

- Supply and install a perimeter grounding system around the compound the tower, existing Whole Hog Facility and the new Dispatch facility and create one external ground grid on the compound which will also include grounding the compound fence at the corners and middle post and the fence fabric and gate. Motorola will trench the grounding for the external ground grid and back-fill but final grade will be the responsibility of Sebastian County.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 69 cubic yards).
- Erect new 190-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers

Existing Facility Improvement Work

- Supply and install 160 -20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet. The circuit breakdown includes 96 UPS -120 volt circuits in three separate wiremold runs in the dispatch equipment room. The remaining circuits will be installed under the computer floor in dispatch center. This will allow for 4 – UPS provided circuits at each of the 16 dispatch positions. Sebastian County will be responsible for the UPS to support all these circuits and provide (6) Demark locations that Motorola and Sebastian County agree to for location in the equipment room and the dispatch center. The UPS and back-up generator will be designed, sized and provided by Sebastian County, Arkansas.
- Supply and install 4 - 20-amp dual pole breakers in the distribution panel and wire to outlets located on an average within 35 cable feet. These will be provided for the microwave DC plant and the MPLS router.
- Install 3 - 8' long outlet bars made from 2 channel wiremold panel (8 inches wide) supported on threaded bars of the cable tray using insulated standoffs and wire each outlet to individual breaker.
- Supply and install 24-inch-wide cable runway (up to 50 linear feet) inside the existing room.

- Ground all metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.

3.3 Customer Responsibilities

- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the utility feeds of the main electrical system for the facilities.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to manoeuvre under their own power, without assistance from other equipment.
- Conduct all the testing and documentation (balloon tests, photo simulations, zoning application, expert testimony, zoning drawings etc.) required for the zoning the proposed new tower sites.
- Design and provide main utility electrical system, ATS, MTS, Generator and Electrical support panels as well as UPS and demark locations for UPS supported panels.
- Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, grounding, etc.).
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression, for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply generator only supported power panel in dispatch center area to provide at least one (1) -120 volt 20 amp circuit to each dispatch position for the electrical support for the fans, motors and lights for the dispatch furniture as these circuits shall not be powered by the UPS system for the facility.

- Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.
- Grading of the entire compound and the installation of erosion control fabric as required for the compound.
- As part of the new construction at this dispatch facility the Customer will be responsible to install an entry port system in the wall of the new facility for coax and waveguide equipment will access from the tower to the new facility dispatch equipment room. A clear obstruction-free access exists from the antenna location to the equipment room.

3.4 Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the customer and located at jointly agreed to location within or around the new communications facility.
- Site will have adequate electrical service. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA & Motorola R56 Specifications. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No access road or staging area improvements are required for the heavy construction equipment which could include concrete trucks, drill rigs, semi tractors and trailers, and crane.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive Sand soil parameters, as defined by EIA-222-H . Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.
- The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.
- Customer will be responsible for the restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.

- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- For new towers greater than 200 feet in overall height, FAA obstruction lighting has been included. Painting of any new towers has not been included.
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- Underground utilities are not present in the construction area, and as such no relocation will be required.
- Foundations for the tower are based "normal soil" conditions as defined by TIA/EIA 222-H. Raised piers, rock coring, dewatering, hazardous material removal or wetland mitigation have not been included.
- AM tuning of towers has not been included in this proposal.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

Section 4

CommandCentral AXS Dispatch Console Training

Motorola is proposing the following training courses to RVCC PSAP:

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically.

4.1 Console Operator Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
CommandCentral AXS Dispatch Console Operator with ASTRO/APX Mobile Console 6 training consoles Ratio: 2 per console (Instructor-led)	Dispatch Operators	8 (4-hour Sessions)	4 days	RVCC PSAP	Prior to cutover	48 (6 per Session)

4.2 Training Course Description

Course description for RVCC PSAP are included on the following pages.

CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. By the end of this course, the student will be able to: ☐ Operate and configure a CommandCentral AXS Dispatch position for daily operational use within an organization ☐ Identify the hardware components that make up the dispatcher position ☐ Describe the Purpose of the CommandCentral AXS Dispatch application ☐ Identify elements that make up the menu and toolbar structure within the Dispatch software ☐ Perform dispatcher operations: ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	Course Modules: ☐ Course Introduction ☐ CommandCentral AXS Console Overview ☐ CommandCentral AXS Software Operator Reference User Guide ☐ Course Summary ☐ Final Assessment

Section 5

Service/Warranty

5.1 Overview

Motorola Solutions is proposing one year of our Essentials Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of the City of Fort Smith's network. The Essentials Plus Services is for 12 months and consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.

Together, these elements will help to avoid operational disruptions and maintain the value of the City of Fort Smith's communications investment.

Section 6

Preliminary Project Schedule

This section lists the preliminary project schedule for the proposed project.

The project schedule details the projected timeline for completing the required tasks to successfully implement the new communications system. During the Contract Design Review meeting, following contract award, Motorola's Project Manager will present a baseline project schedule to the City of Fort Smith based upon knowledge and timeline goals learned during meetings. The baseline schedule will be updated regularly during project implementation and provided to the City of Fort Smith's Project Manager in an agreed-upon format. Motorola and the City of Fort Smith will work together to identify all project responsibilities for the successful completion of the project.

Motorola intends to complete the project as efficiently as possible, in the interest of all parties. The Public Safety project schedule presented with this proposal is based on a 18 month implementation. The start date is based on the availability and readiness of shelters and towers at the proposed sites as the Customer is responsible for all tower space availability and shelters per R56 standards. In addition, any communications or fiber backhaul provided by the Customer must be in place.

Preliminary Project Schedule

Date	Milestone
Within 30 days	Contract Design Review (CDR)
Months 2-9	Equipment Manufacturing
Month 10	Staging
Months 11-13	Fixed Network Equipment Installation
Month 14	Optimization
Months 15-16	Testing, Training
Month 17	Cutover, Conditional Acceptance
Month 18	Final Acceptance

Section 7

Pricing and Payment Terms

Description	Price (\$)
Equipment	\$2,675,739.00
Implementation and Warranty Services	\$2,275,160.00
Subtotal	\$4,950,899.00
<i>Sourcewell Contract Discount</i>	<i>(\$383,948.00)</i>
<i>System Discount</i>	<i>(\$329,549.00)</i>
Total System	\$4,237,402.00
Estimated Tax @ 9.5%	\$402,553.19
Total Price	\$4,639,955.19

This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell Contract and this pricing is valid through November 21st, 2025.

Payment

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement.

Section 8

Contractual Documentation

Pursuant to Section 6, subsection B of the Sourcewell Contract Number 042021-MOT, the following additional terms and conditions apply to this offering.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein (the “Contract”); and

WHEREAS, pursuant to Article 6.B of the Contracts, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“Communications System” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“Contract Price” or **“Fees”** means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“Confidential Information” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“Data Processing Addendum” or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Delivery” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“Software-as-a-Service” or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“Software System” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to

make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of **\$4,237,402**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase

Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also

provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with

the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8.** End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9.** Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10.** API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1.** Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2.** System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC

DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-

Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to “Motorola Materials”. Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).
- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):
- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by

Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: City of Fort Smith, AR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



10/10/25

City of Fort Smith
100 S. 10th Street
Fort Smith AR 72901

RE: Municipal Lease # 25701

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25701 are valid for contracts that are executed and returned to Motorola on or before **November 20, 2025**. After **11/20/2025**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Fort Smith

E-mail Address: _____

Attention: _____

Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____

Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
 P.O. Box 71132
 Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25701

LESSEE:

City of Fort Smith
100 S. 10th Street
Fort Smith AR 72901

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease shall become effective upon the date it is signed by the last of the parties to sign such Lease, as indicated below.. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule A attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee's Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period.

which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) it is the intent of the Lessee and Lessor that the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) upon request, Lessee will provide Lessor necessary information for Lessor to comply with the reporting requirements of Section 149(e) of the Code, which shall include but not be limited to Lessee's execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own the Equipment during the Lease Term. The Lessee and employees of the River Valley Communications Center will be the only parties to use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from legally available funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, this Lease, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor, while accompanied by a representative of River Valley Communications Center, will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or mea**47 d**

by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage and property damage insurance with respect to the Equipment in such amounts, covering such risks, through the Arkansas Municipal League, which is satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or employees of the River Valley Communications Center or employees of Sebastian County, Arkansas working within the River Valley Communications Center. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessor shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the L 483,

and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor or any assignee(s) of Lessor. Notwithstanding the above, if Lessee has not exercised its purchase option prior to its payment of the Lease Payment due on November 30, 2030 ("Fifth Lease Payment"), then upon Lessee's payment of the Fifth Lease Payment, along with any applicable charges due under the Lease, Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor or any assignee(s) of Lessor. Additionally, the Lessee, upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment by paying to the Lessor the remaining principal balance plus any interest that has accrued, until the time of such payoff.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. Counterparts and Electronic Signatures. This Lease 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25th day of November, 2025.

LESSEE:
City of Fort Smith

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Printed Name: _____
Title: _____

Uygar Gazioglu
Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Fort Smith , an entity duly organized and existing under the laws of the **State of Arkansas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25701**, between _____ City of Fort Smith and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this _____ day of November 2025.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25701 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Fort Smith

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25701
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25701** ("Lease"), between Lessor and _Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 59.97 Months Commencement Date: 12/1/2025
First Payment Due Date: 2/1/2027
Expiration Date: 11/30/2030

5 Lease Payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Fort Smith(Schedule B-25701)						
Compound Period:				Annual		
Nominal Annual Rate:				4.590%		
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	12/1/2025	\$ 4,639,956.00	1		
2	Lease Payment	2/1/2027	\$ 1,066,585.67	4	Annual	2/1/2030
3	Lease Payment	11/30/2030	\$ 1,066,585.67	1		
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	12/1/2025				\$4,639,956.00	
1	2/1/2027	\$1,066,585.67	\$ 251,336.39	\$ 815,249.28	\$3,824,706.72	
2	2/1/2028	\$1,066,585.67	\$ 175,554.04	\$ 891,031.63	\$2,933,675.09	
3	2/1/2029	\$1,066,585.67	\$ 134,655.69	\$ 931,929.98	\$2,001,745.11	
4	2/1/2030	\$1,066,585.67	\$ 91,880.10	\$ 974,705.57	\$1,027,039.54	
5	11/30/2030	\$1,066,585.67	\$ 39,546.13	\$1,027,039.54	\$ -	
Grand Totals		\$5,332,928.35	\$ 692,972.35	\$4,639,956.00		

INITIAL INSURANCE REQUIREMENT: \$4,639,956.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25701** to that Equipment Lease Purchase Agreement number **25701** will be maintained by CITY OF FORT SMITH as stated in the Equipment Lease Purchase Agreement.

Please complete the following:

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25701** , Lessee hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25701 to that Equipment Lease Purchase Agreement number 25701. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25701 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Fort Smith** ?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25701

Lease Schedule A No. : 25701

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25701. See Schedule A for a detailed Equipment List.

LESSEE:

City of Fort Smith

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION- City to provide own form of resolution

Form 8038-G (Rev. May 2018) Department of the Treasury Internal Revenue Service	Information Return for Tax-Exempt Governmental Bonds ▶ Under Internal Revenue Code section 149(e) ▶ See separate instructions. Caution: If the issue price is under \$100,000, use Form 8038-GC. ▶ Go to www.irs.gov/F8038G for instructions and the latest information.	OMB No. 1545-0720
---	--	-------------------

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name City of Fort Smith		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 100 S. 10th Street		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Fort Smith AR 72901		7 Date of issue 12/1/25	
8 Name of issue Equipment Lease-Purchase Agreement 25701		9 CUSIP number none	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	4,629,956.00	
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19a If bonds are TANs or RANs, check only box 19a ▶ ☐			
b If bonds are BANs, check only box 19b ▶ ☐			
20 If bonds are in the form of a lease or installment sale, check box X ☒			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/30/2030	4,629,956.00	n/a	4.9975 years	4.59

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) n/a						
22	Proceeds used for accrued interest			22		
23	Issue price of entire issue (enter amount from line 21, column (b))			23		
24	Proceeds used for bond issuance costs (including underwriters' discount)			24		
25	Proceeds used for credit enhancement			25		
26	allocated to reasonably required reserve or replacement fund			26		
27	used to refund prior tax-exempt bonds. Complete Part V			27		
28	Proceeds used to refund prior taxable bonds. Complete Part V			28		
29	Total (add lines 24 through 28)			29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			☐
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			☐
41a If the issuer has identified a hedge, check here ☐ and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			☐
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			☐
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			☐
45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of Authorized Representative	Date Title

Signature of issuer's authorized representative paid preparer
Date

Type or print name and title

MEMORANDUM



SM2 & SM3



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

Open Cut- Ductile Iron	
Size (Inch)	Length (LF)
8	1,687
12	871

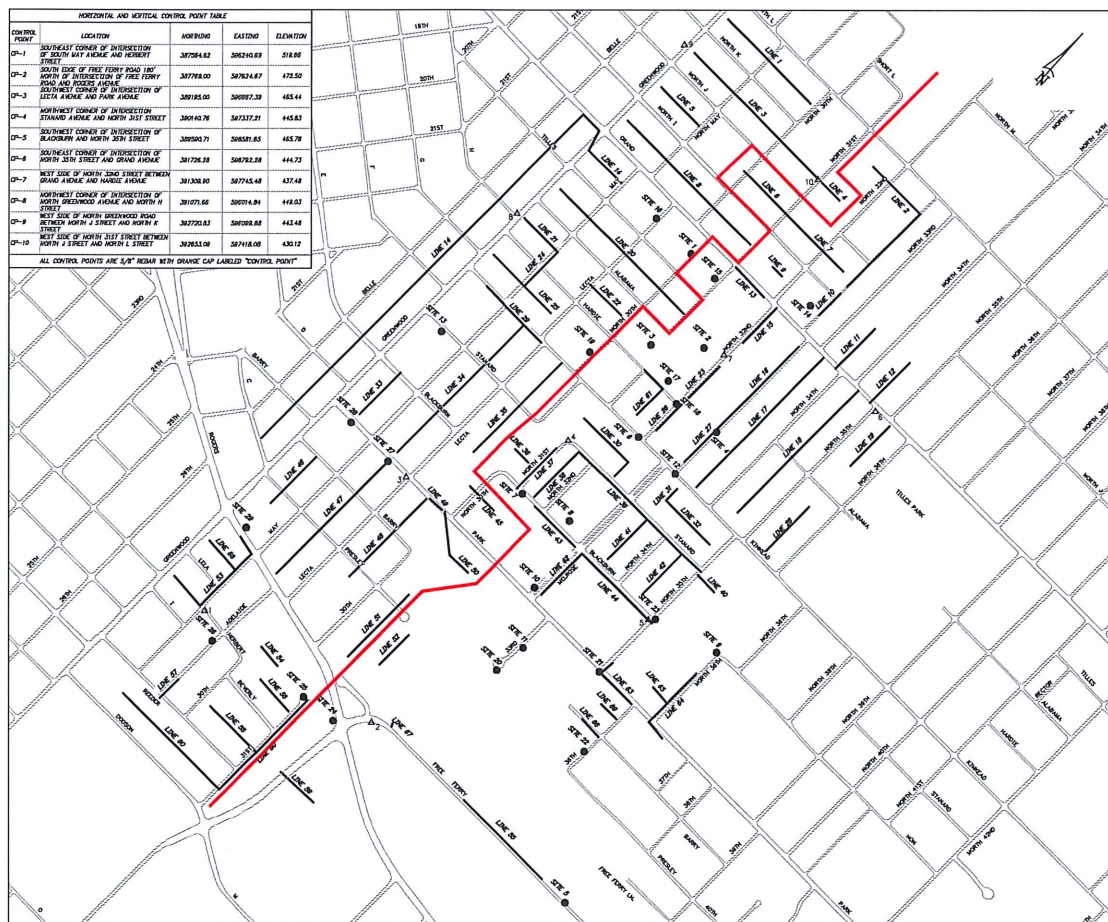
Pipe Bursting HDPE	
Size (Inch)	Length (LF)
8	9,982
10	385
12	171
15	332

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

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

HORIZONTAL AND VERTICAL CONTROL POINT TABLE				
CONTROL POINT	LOCATION	NORTHING	EASTING	ELEVATION
CP-1	SOUTHWEST CORNER OF INTERSECTION OF SUNSHINE ROAD AND ARLBERG STREET	307584.62	386216.83	518.06
CP-2	SOUTH SIDE OF IRVING ROAD AND IRVING STREET SOUTHWEST CORNER OF INTERSECTION OF IRVING STREET AND ARLBERG STREET	307785.00	387637.47	475.50
CP-3	SOUTHWEST CORNER OF INTERSECTION OF LEACH ROAD AND ARLBERG STREET	307899.00	387702.39	464.50
CP-4	NORTHWEST CORNER OF INTERSECTION OF STANLEY AVENUE AND NORTH WEST STREET	304640.76	367372.71	445.83
CP-5	SOUTHWEST CORNER OF INTERSECTION OF STANLEY AVENUE AND NORTH WEST STREET BETWEEN BUCKLEBURN AND NORTH WEST STREET	305050.71	368581.65	465.78
CP-6	SOUTHWEST CORNER OF INTERSECTION OF STANLEY AVENUE AND NORTH WEST STREET BETWEEN BUCKLEBURN AND NORTH WEST STREET	307726.38	368568.38	444.76
CP-7	WEST SIDE OF ARLBERG STREET BETWEEN IRVING STREET AND ARLBERG STREET	306306.80	387745.48	437.48
CP-8	NORTHWEST CORNER OF INTERSECTION OF NORTH BEDFORD AVENUE AND NORTH H STREET BETWEEN NORTH BEDFORD AVENUE AND NORTH H STREET	307071.66	389071.89	443.48
CP-9	SOUTHWEST CORNER OF INTERSECTION OF NORTH BEDFORD AVENUE AND NORTH H STREET BETWEEN NORTH H STREET AND ARLBERG STREET	307720.83	389058.88	443.48
CP-10	WEST SIDE OF NORTH WEST STREET BETWEEN IRVING STREET AND ARLBERG STREET	306553.00	387470.00	430.12

ALL CONTROL POINTS ARE 5"X 8" WOODEN WITH ORANGE CAP LABELLED "CONTROL POINT"



LOCATION MAP
N.T.S.

LEGEND

- | | |
|----|---|
| 1 | SDH FIBR FIBRO |
| 2 | GAS METER |
| 3 | EXISTING SANITARY SINKER MANHOLE |
| 4 | PROPOSED SANITARY SINKER MANHOLE |
| 5 | ELECTRICAL MANHOLE |
| 6 | PROPOSED SANITARY SINKER SERVICE CONNECTION |
| 7 | DUAL TRIP CLEAN-OUT |
| 8 | DRIP SILENT |
| 9 | SOIL |
| 10 | GAS LINE BURNING SOIL |
| 11 | TELEPHONE REAR |
| 12 | ELECTRICAL AIR DUCT |
| 13 | ELECTRICAL DROP |
| 14 | PUMP POLE |
| 15 | LIGHT POLE |
| 16 | ZONE MORGAN |
| 17 | WATER METER |
| 18 | WATER VALVE |
| 19 | WATER VALVE |
| 20 | EXISTING GAS LINE |
| 21 | EXISTING SANITARY SINKER |
| 22 | PROPOSED SANITARY SINKER |
| 23 | EXISTING WATER LINE |
| 24 | HARDWARE ELECTRIC |
| 25 | UNDERGROUND TELEPHONE |
| 26 | UNDERGROUND TRIP OPTIC CABLE |
| 27 | CONTROL POINT |

	REMOVE AND REPLACE ASPHALT PAVEMENT
	REMOVE AND REPLACE CONCRETE PAVEMENT
	REMOVE AND REPLACE GRAVEL

EAST

40 LINE SEGMENTS - 14,900 LF
18 SITES

WEST

29 LINE SEGMENTS = 15,100 LF
11 SITES

DATE	REVISIONS		
CITY OF RAY CITY, GEORGIA 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	LOCATION MAP AND CONTROL POINT TABLE		ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE, ACCORDINGLY
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
Checked By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
Checked By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
Checked By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
Checked By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
Checked By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
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Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Issue: SEPTEMBER 2012	Sheet No. 10	Drawn By: J. Paul Hawkins	Scale: 1" = 100'
Checked By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia
Drawn By: J. Paul Hawkins	Project No. 17-13-C1	Project Name: 2010 SSA PAVEMENT LEASERS SUB-AUDIT FOR PROJECT No. 17-13-C1	Project Location: Ray City, Georgia

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.

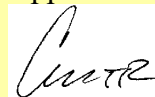
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Bid Tabulation Sheet

Project Name

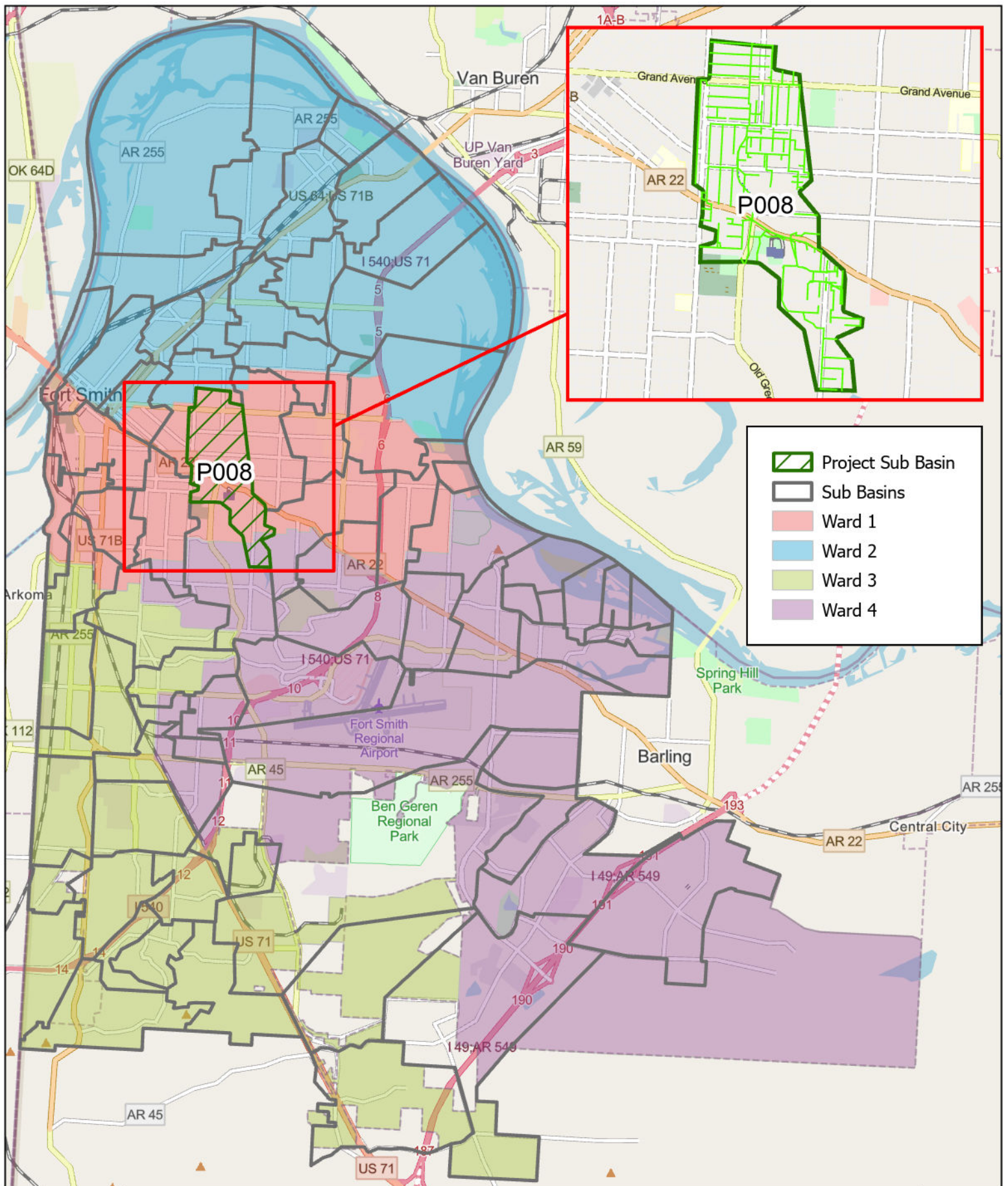
2016 SSA Remedial Measures, Sub-Basin P008
17-13-C1

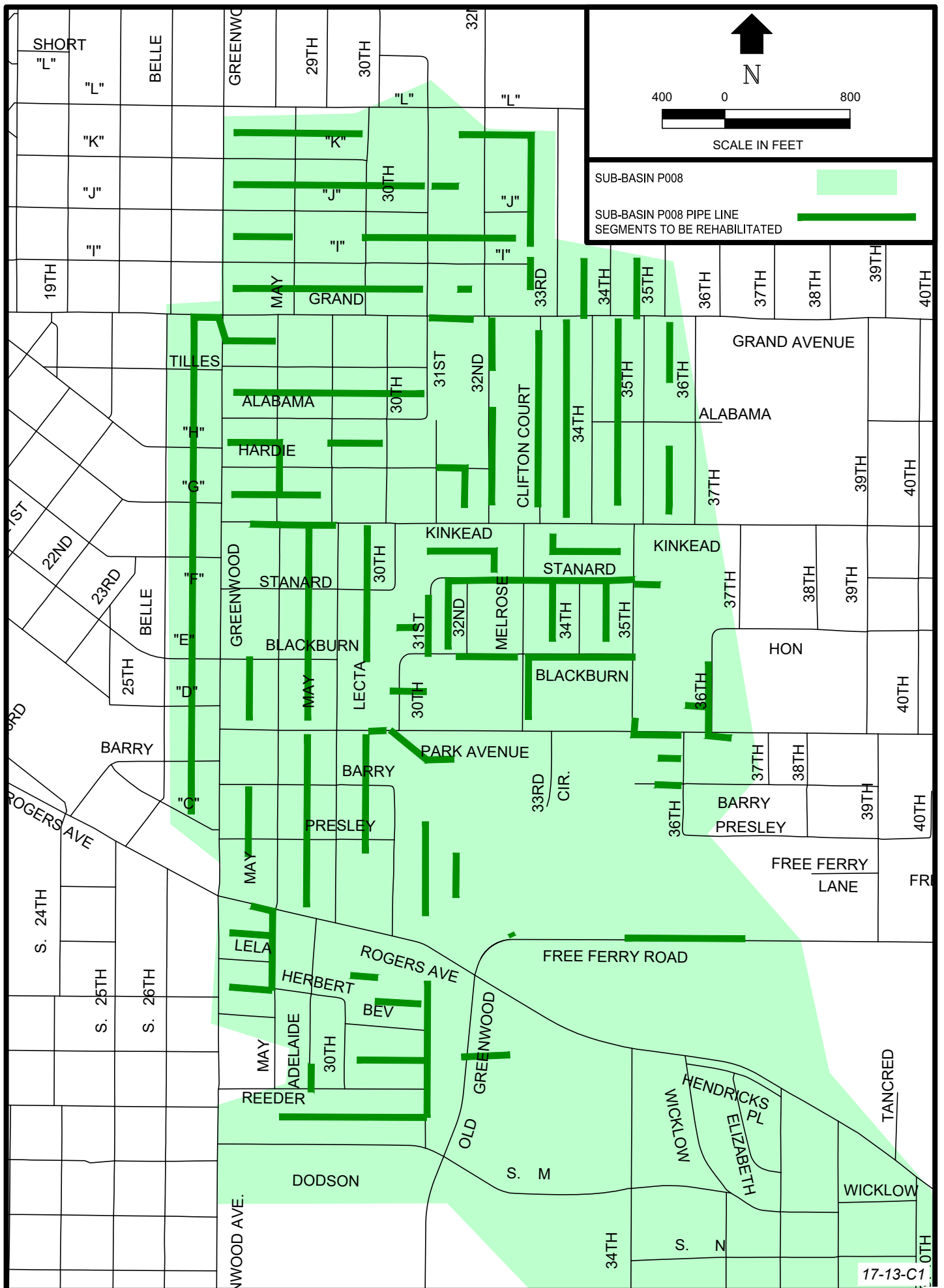
Bid Opening

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





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.

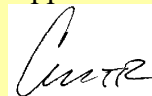
APPROVED:

Mayor

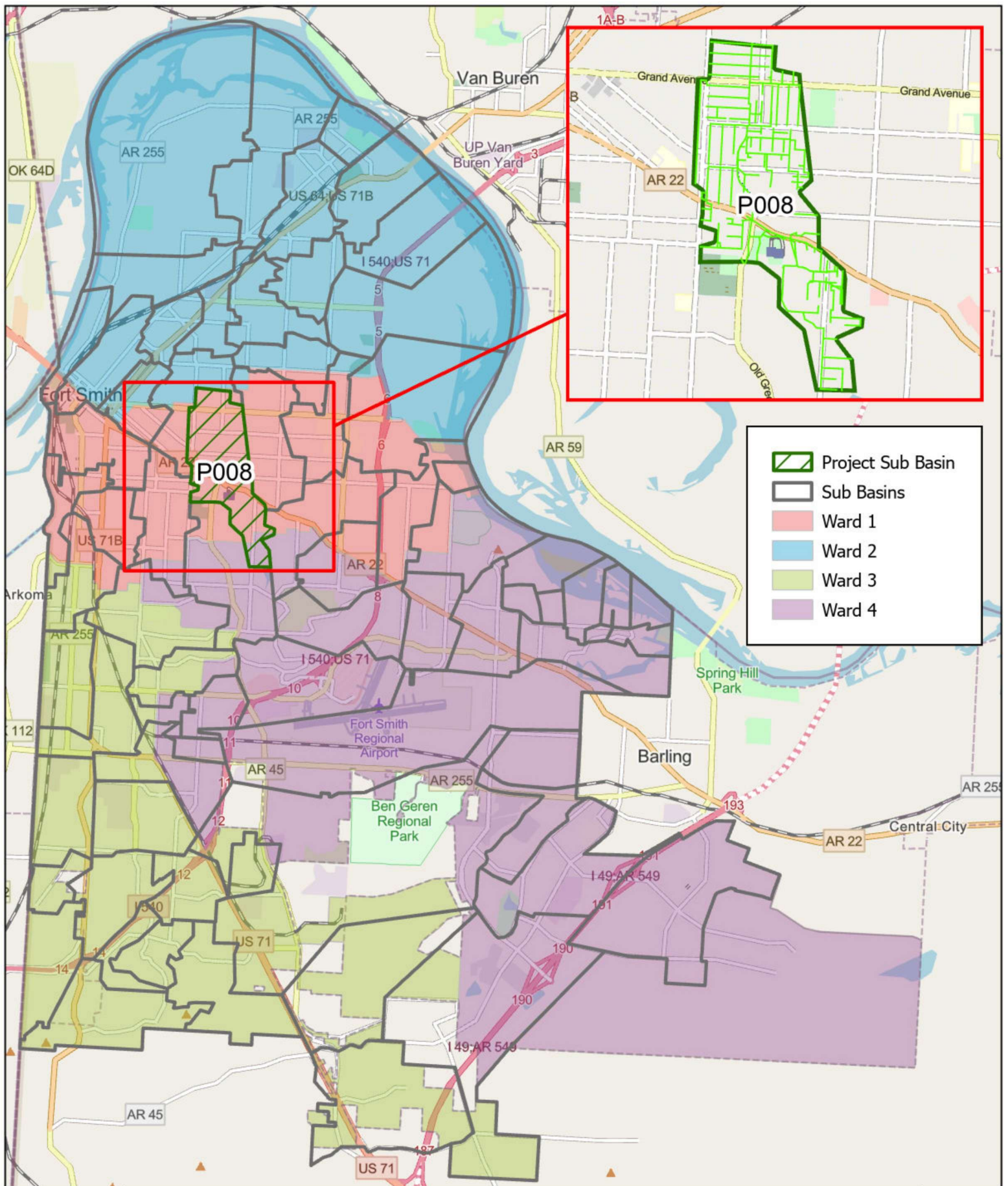
ATTEST:

City Clerk

Approved as to form:



npr



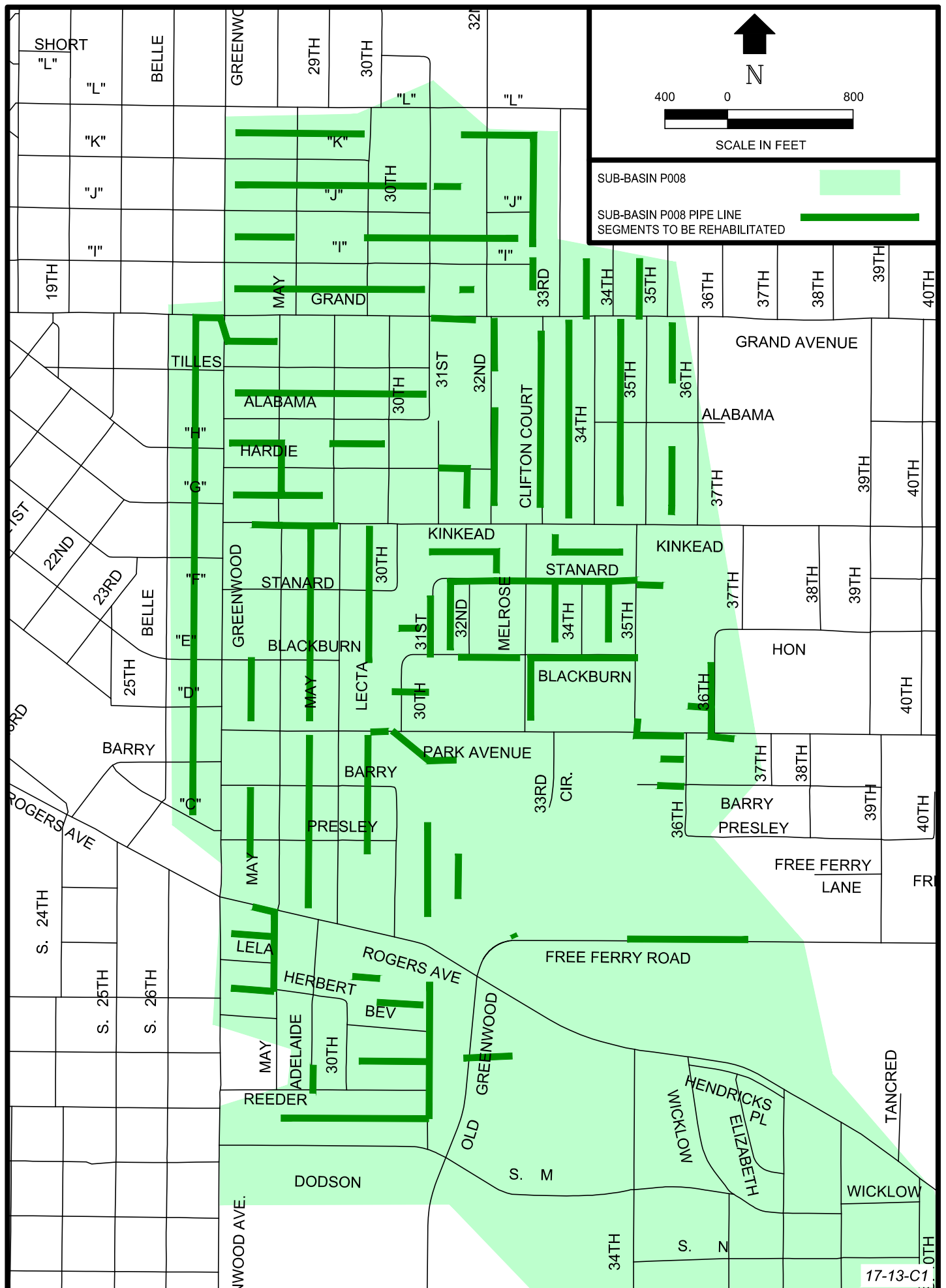
Sub-Basin

P008

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

Total Main Line Length in Project - 30,000 LF 190 Manholes





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

James B. 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.

Rev. 01/30/2025

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, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.
- 2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

- 2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- 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 of Fort Smith, Arkansas

(Owner)

(City Clerk), Sherri Gard

By: George McGill, Mayor

Date Signed: _____

(SEAL)



Hawkins-Weir Engineers, Inc.

(Engineer - Company Name)

Barry K. McCormick
(Corporate Secretary)

By: Brett D. Peters
(President)

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

Brett D. Peters, P.E.

(Printed Name)

P. O. Box 648

(Mailing Address)

Van Buren

(City)

AR

(State)

72957

(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

2016 SSA Remedial Measures, Sub-Basin P008 (17-13-EC1)

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

2016 SSA Remedial Measures, Sub-Basin P008 (17-13-EC1)

	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



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 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 #
	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

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			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 ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ 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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ 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? (Mandatory in NH) ☐ Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			100119068	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 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 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 INSURER A: Pacific Insurance Company INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	NAIC # 10046 19437

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.

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 ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ 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 ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N 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)
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



SM4 & SM5



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

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.

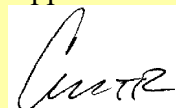
APPROVED:

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

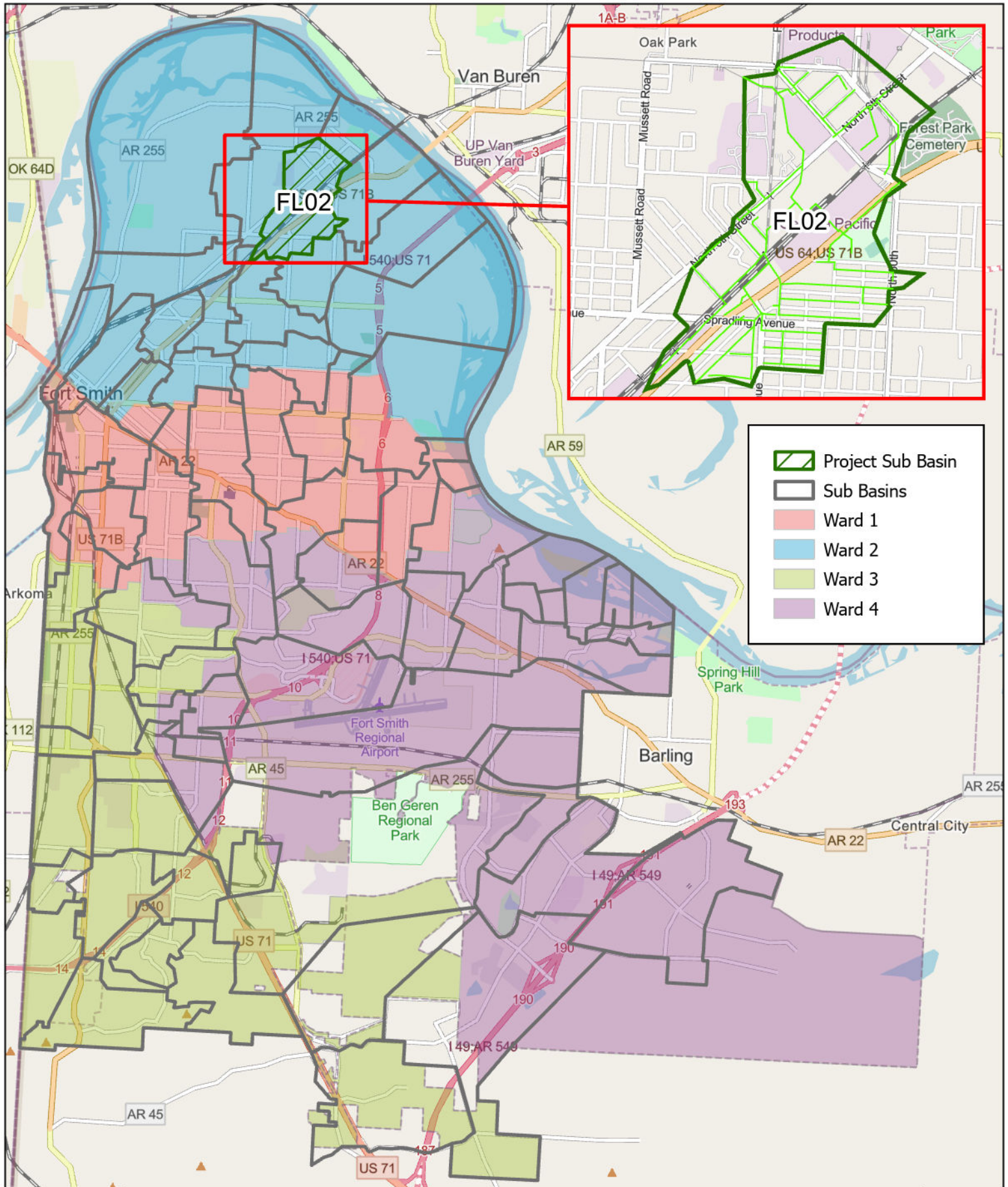
Bids Received

Morgan Contracting, Inc.
Knoxville, Tennessee

\$ 9,111,352.00

Timco Blasting & Coatings Inc
Bristow, OK

\$ 9,468,162.00



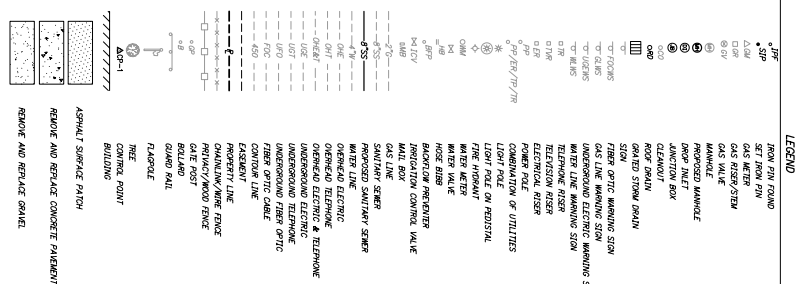
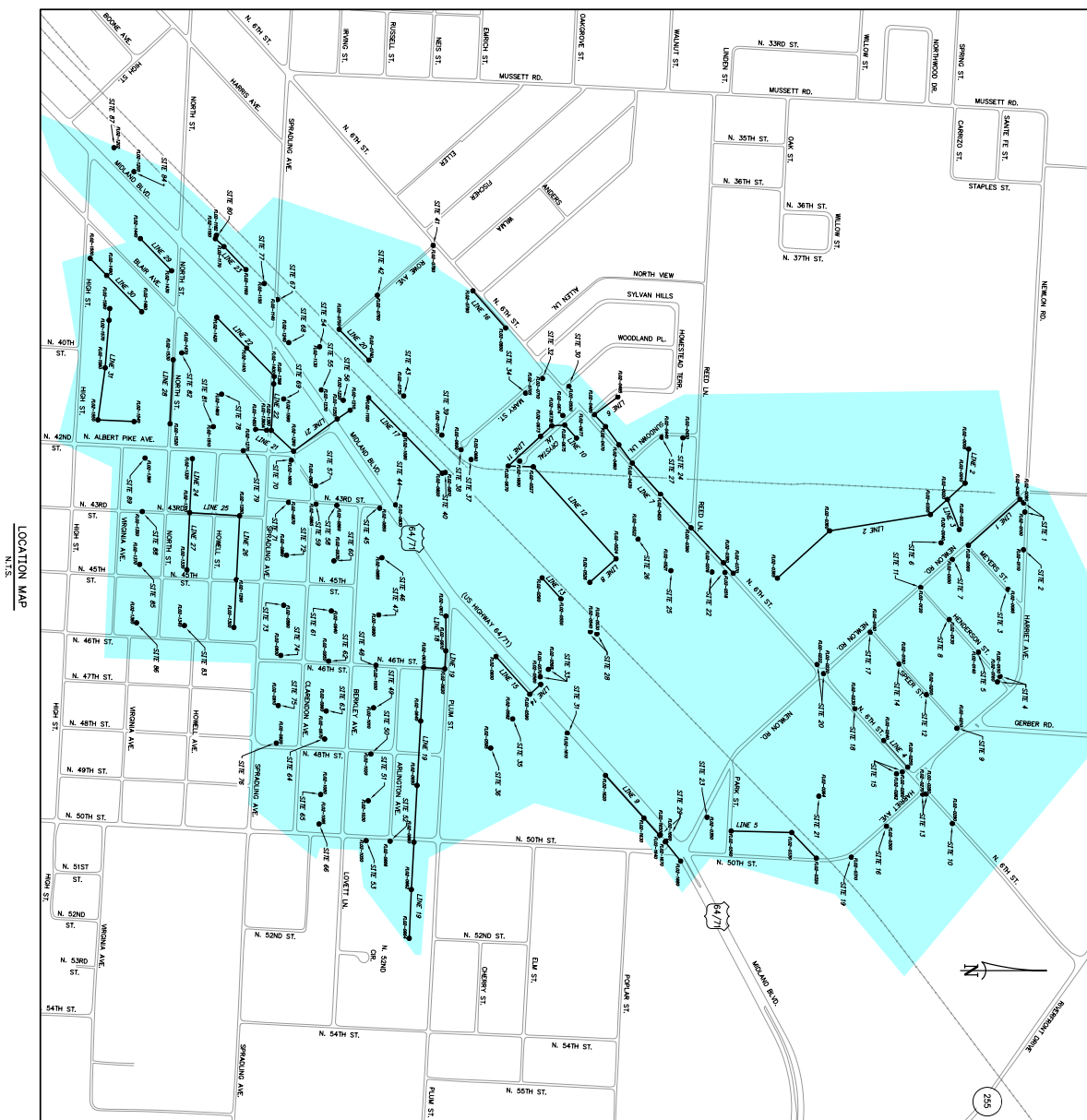
	Project Sub Basin
	Sub Basins
	Ward 1
	Ward 2
	Ward 3
	Ward 4



Sub-Basin
FL02

19-19 - 2017 SSA Remedial Measures - Sub-Basin FL02
Total Main Line Length in Project - 12,640 LF 130 Manholes





REVISION	DATE

© HAWKINS-WEIR ENGINEERS, INC. 2025

AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

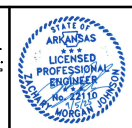
© HAWKINS-WEIR ENGINEERS, INC. 2025

Date	SEPTEMBER 2025
Scale	AS SHOWN
Designed By	LEY
Drawn By	JMC
Filename	03 LOCATION
HWEI Job No.	19-19-C1

SHEET NO.

CITY OF FORT SMITH, ARKANSAS
2017 SSA REMEDIAL MEASURES SUB-BASIN FLO2
PROJECT NO. 19-19-C1

LOCATION MAP, AND LEGEND



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.

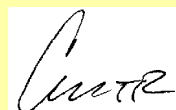
APPROVED:

Mayor

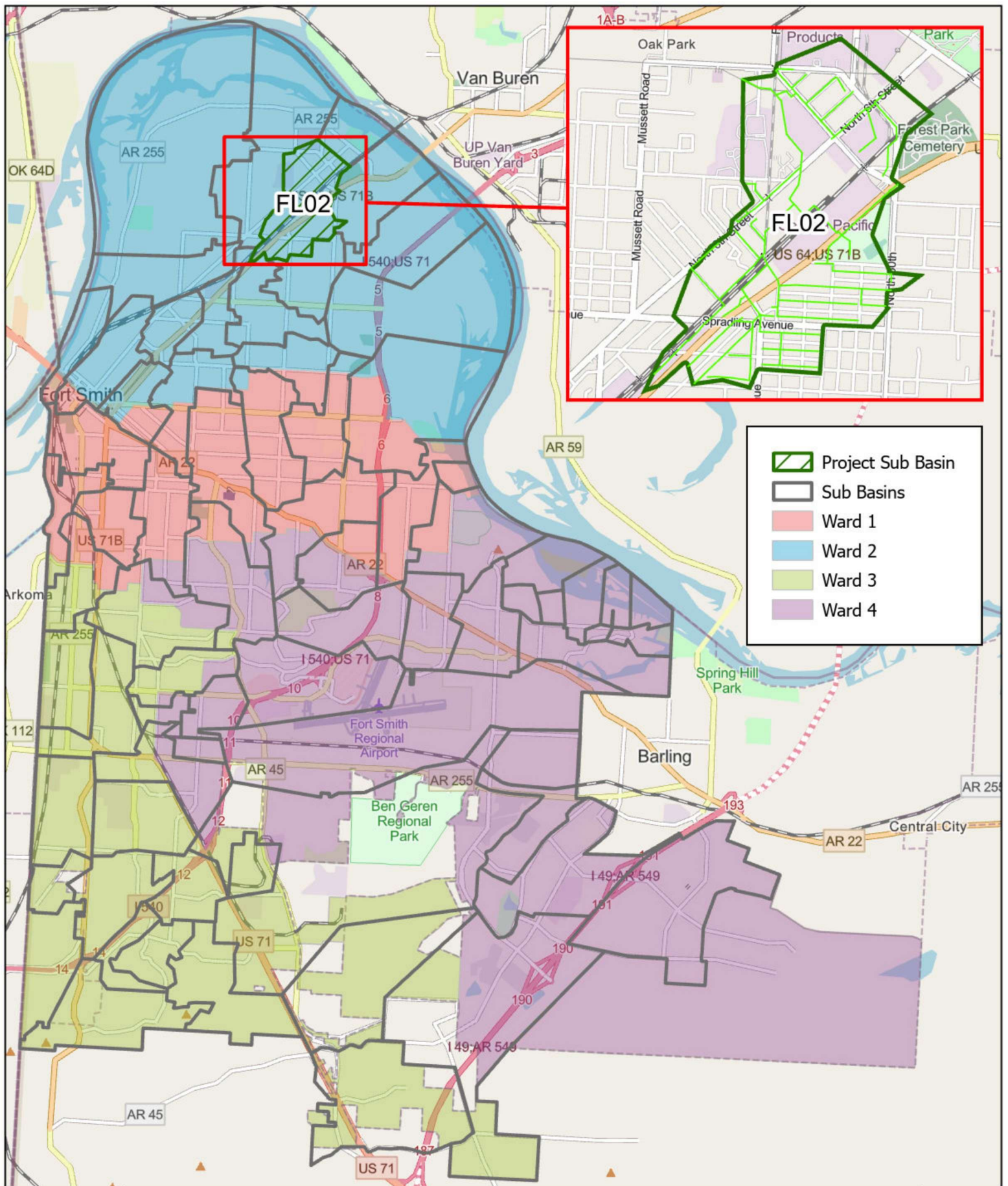
ATTEST:

City Clerk

Approved as to form:



npr



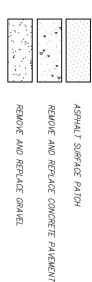
Sub-Basin

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

FL02

Total Main Line Length in Project - 12,640 LF 130 Manholes





ONE INCH
AT FULL SIZE
IF NOT ONE INCH
SCALE ACCORDINGLY

INTER-OFFICE MEMO

TO: Project File

DATE: 10/01/2025

FROM: Austin Percy, E.I.

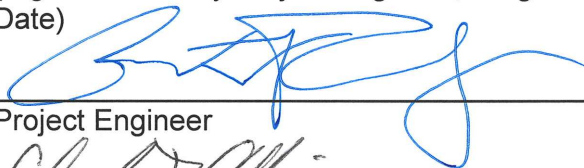
SUBJECT: 2017 SSA Remedial Measures FL02
Project Number: 19-19-EC1

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

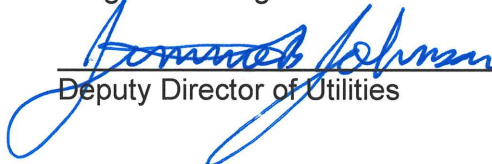
Date



Program Manager

10/01/25

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.

Rev. 01/30/2025

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, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.
- 2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- 2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

Rev. 01/30/2025

- 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 **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 Percy, 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

City of Fort Smith, Arkansas

(Owner)

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)



Hawkins-Weir Engineers, Inc.

(Engineer - Company Name)

Barry K. McCormick
(Corporate Secretary)

By: _____
Brett D. Peters
(President)

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

Brett D. Peters, P.E.

(Printed Name)

P. O. Box 648

(Mailing Address)

Van Buren

(City)

AR

(State)

72957

(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

2017 SSA Remedial Measures, Sub-Basin FL02 (19-19-EC1)

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-Builder 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

2017 SSA Remedial Measures, Sub-Basin FL02 (19-19-EC1)

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

2017 SSA Remedial Measures, Sub-Basin FL02 (19-19-EC1)

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



EXHIBIT D

HAWKENG-01

ALASKA

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 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 #
	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

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			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 ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ 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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ 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? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	100119068	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 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.

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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 INSURER A: Pacific Insurance Company INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	NAIC # 10046 19437

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.

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 ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ 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 ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N 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: Jeff Dingman, Acting City Administrator
FROM: Sherri Gard, City Clerk
DATE: November 6, 2025
SUBJECT: Board of Directors Meetings in 2026

SUMMARY

Attached is a 2026 calendar that identifies all regularly scheduled meetings of the Board of Directors, which are historically scheduled for 6:00 p.m. each Tuesday evening and held at the Blue Lion, 101 North 2nd Street.

For months that contain a fifth Tuesday, the Board typically opts to not conduct a study session on said date; however, such are denoted on the 2026 calendar as tentative in the event a study session is requested. City recognized holidays in which City Offices will be closed are also identified.

In the past, the Board of Directors have indicated their desire to forego meeting the weeks of Fort Smith Public School spring break (March) and National Night Out (October), as well as the weeks of Independence Day (July), Thanksgiving (November), and Christmas (December) holidays. The 2026 calendar provides for the recommended alternative meeting dates to accommodate the aforementioned.

There are no holidays in 2026 that create a direct conflict with a regular meeting or study session. 2026 is a general election year whereby the general election will be held on Tuesday, November 3, 2026, which is the date of the first regular meeting in November. Provided there are more than one (1) candidate to file for mayor or director-at-large positions, such will be on the general election ballot and the Board has on occasion rescheduled the regular meeting to allow incumbents to campaign until the polls close at 7:30 p.m. Due to such, Acting City Administrator Jeff Dingman recommended scheduling the first regular meeting in November for Monday, November 2, which is so denoted on the attached calendar.

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

REGULAR MEETINGS	STUDY SESSIONS
January 6 & 20 February 3 & 17 March 3 & 17 April 7 & 21 May 5 & 19 June 2 & 16 July 7 & 21 August 4 & 18 September 1 & 15 October 5 & 20 * November 2 & 17 * December 1 & 15	January 13 & 27 February 10 & 24 March 10 & 31 * April 14 & 28 May 12 & 26 June 9 & 23 * July 14 & 28 August 11 & 25 September 8 & 22 * October 13 & 27 November 10 * December 8 *
* Alternate scheduling due to below	
NO MEETING	
March 24 June 30 September 29 October 6 November 3 November 24 December 22 December 29	FSPS Spring Break 5th Tuesday TENTATIVE 5th Tuesday TENTATIVE National Night Out 2026 General Election Thanksgiving holiday Christmas holiday 5th Tuesday TENTATIVE

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

The Board also conducts an annual Budget Hearing to review the upcoming year's Proposed Operating Budget, which are usually scheduled for a full day, on a Friday in November, as well as a Strategic Workshop, which have been held at various times. Although the aforementioned meetings are not required to be set by ordinance, the dates may be pre-determined if the Board so desires. The attached calendar identifies the staff recommendation for the Budget Hearing in November and the Strategic Workshop in June; however, the Board may opt for alternate dates to accommodate scheduling availabilities later in 2026.

If you have any questions, please let me know.

ATTACHMENTS

1. [2026 Board Meeting Calendar.pdf](#)

2026 BOARD MEETING CALENDER

Discussed at the November 10, 2025 Study Session

~ January 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1 ~ CLOSED ~ NEW YEAR'S DAY	2	3
4	5	6 REGULAR MEETING	7	8	9	10
11	12	13 STUDY SESSION	14	15	16	17
18	19 ~ CLOSED ~ MARTIN L. KING JR DAY	20 REGULAR MEETING	21	22	23	24
25	26	27 STUDY SESSION QUARTERLY BUDGET REVIEW	28	29	30	31

~ February 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3 REGULAR MEETING	4	5	6	7
8	9	10 STUDY SESSION	11	12	13	14
15	16	17 REGULAR MEETING	18	19	20	21
22	23	24 STUDY SESSION	25	26	27	28

~ March 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3 REGULAR MEETING OPT. SPECIAL ELECTION	4	5	6	7
8	9	10 STUDY SESSION	11	12	13	14
15	16	17 REGULAR MEETING	18	19	20	21
22	23	24 NO STUDY SESSION	25	26	27	28
29	30	31 STUDY SESSION	~ SPRING BREAK ~ If needed, March 3 is the State identified date for a special election.			

~ April 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3 ~ CLOSED ~ GOOD FRIDAY	4
5	6	7 REGULAR MEETING	8	9	10	11
12	13	14 STUDY SESSION	15	16	17	18
19	20	21 REGULAR MEETING	22	23	24	25
26	27	28 STUDY SESSION QUARTERLY BUDGET REVIEW	29	30		

~ May 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5 REGULAR MEETING	6	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18	19 REGULAR MEETING	20	21	22	23
24	25 ~ CLOSED ~ MEMORIAL DAY	26 STUDY SESSION	27	28	29	30
31						

~ June 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11	12 PROPOSED STRATEGIC WORKSHOP	13
14	15	16 REGULAR MEETING	17	18	19 ~ CLOSED ~ JUNETEENTH	20
21	22	23 STUDY SESSION	24	25	26	27
28	29	30 NO STUDY SESSION ~TENTATIVE~				

~ July 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3 ~ CLOSED ~ INDEPENDENCE DAY	4
5	6	7 REGULAR MEETING	8	9	10	11
12	13	14 STUDY SESSION	15	16	17	18
19	20	21 REGULAR MEETING	22	23	24	25
26	27	28 STUDY SESSION QUARTERLY BUDGET REVIEW	29	30	31	
			12:00 Noon - Mayor & At-Large Directors Filing Period			

~ August 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4 REGULAR MEETING	5	6	7	8
Mayor & At-Large Director Filing Period - 12:00 Noon						
9	10	11 STUDY SESSION	12	13	14	15
16	17	18 REGULAR MEETING	19	20	21	22
23	24	25 STUDY SESSION	26	27	28	29
30	31					

~ September 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1 REGULAR MEETING	2	3	4	5
6	7 ~ CLOSED ~ LABOR DAY	8 STUDY SESSION	9	10	11	12
13	14	15 REGULAR MEETING	16	17	18	19
20	21	22 STUDY SESSION	23	24	25	26
27	28	29 NO STUDY SESSION ~TENTATIVE~	30			

~ October 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
NEED TO SCHEDULE: Board Requested Quarterly Budget Review						
4	5 REGULAR MEETING	6 NO REGULAR MEETING NAT'L NIGHT OUT	7	8	9	10
11	12	13 STUDY SESSION	14	15	16	17
18	19	20 REGULAR MEETING	21	22	23	24
25	26	27 STUDY SESSION QUARTERLY BUDGET REVIEW	28	29	30	31

~ November 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2 REGULAR MEETING	3 GENERAL ELECTION	4	5	6	7
8	9	10 STUDY SESSION	11 ~ CLOSED ~ VETERANS DAY	12	13 PROPOSED BUDGET HEARING	14
15	16	17 REGULAR MEETING	18	19	20	21
22	23	24 NO STUDY SESSION	25	26 ~ CLOSED ~ THANKSGIVING	27 ~ CLOSED ~ THANKSGIVING	28
29	30	BUDGET HEARING				

~ December 2026 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1 REGULAR MEETING UNION ELECTION	2	3	4	5
6	7	8 STUDY SESSION	9	10	11	12
13	14	15 REGULAR MEETING	16	17	18	19
20	21	22 NO STUDY SESSION	23	24 ~ CLOSED ~ CHRISTMAS	25 ~ CLOSED ~ CHRISTMAS	26
27	28	29 NO STUDY SESSION	30	31		



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: CIP for Water Systems Maintenance and Improvements For 2026-2035

SUMMARY

Attached is a Priority-Based Water Project Capital Improvement Plan (CIP) for the years 2026 to 2035.

On the first sheet, the 2025 Beginning Balance is a total of contingency (money not obligated) and outstanding commitments/contracts. The outstanding commitments are shown as Estimated Expenditures in years 2025-2027.

Funding required for the 2026 Priority-Based Water Project CIP is estimated to be \$59,771,534. Available resources for these projects total \$53,883,153. Funding for additional projects included has not been identified.

The layout of the Water CIP has changed from previous years in an attempt to group projects of similar types together. For example, Item 6.3 ArDOT Relocation Projects is a list of waterline relocations necessitated by highway improvements being performed by ArDOT. Portions of these projects are reimbursable to the City, however reimbursement can only be received for City infrastructure that was in existence prior to ArDOT acquisition of rights-of-way. Infrastructure placed in ArDOT rights-of-way must be moved at the City's expense.

Engineering-Utilities staff continues to explore grants or other opportunities as a potential funding mechanisms for projects. The cost of this Priority-Based Water Project CIP totals \$317,159,000 for the years 2027 to 2035.

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

ATTACHMENTS

1. [11-10-25 ID 2078 Water CIP Plan.pdf](#)

CITY OF FORT SMITH
Engineering Department's Ten-Year Capital Improvement Program for Water (2026-2035)

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Balance	27,497,910	25,417,026	-5,888,381	-67,199,381	-126,054,381	-184,624,381	-221,984,381	-263,187,381	-295,187,381	-301,537,381	-306,497,381
Expected Revenue	0	0	0	0	0	0	0	0	0	0	0
Congressionally Directed Funding*	0	15,000,000	0	0	0	0	0	0	0	0	0
ArDOT Remaining Reimbursements *	0	13,466,127	0	2,000,000	0	0	0	0	0	0	0
Total Funds Available	27,497,910	53,883,153	-5,888,381	-65,199,381	-126,054,381	-184,624,381	-221,984,381	-263,187,381	-295,187,381	-301,537,381	-306,497,381

Watershed Management											
1.1 Stream Bank Restoration	0	300,000	0	775,000	0	750,000	350,000	350,000	350,000	350,000	350,000
1.2 Watershed Land Purchase	0	0	0	0	0	0	0	0	0	0	0
Watershed Management System Subtotal	0	300,000	0	775,000	0	750,000	350,000	350,000	350,000	350,000	350,000

Treatment											
2.1 Water Treatment Capacity Improvements	0	0	0	3,000,000	3,000,000	20,000,000	20,000,000	20,000,000	0	0	6,600,000
2.2 Water Treatment Maintenance	0	0	4,000,000	0	0	0	0	0	0	0	0
2.3 Water Treatment Miscellaneous	0	0	200,000	500,000	1,500,000	0	0	0	0	0	0
Treatment Subtotal	0	0	4,200,000	3,500,000	4,500,000	20,000,000	20,000,000	20,000,000	0	0	6,600,000

Transmission System											
3.1 Transmission Lines (New Construction)	700,555	26,519,712	25,000,000	44,080,000	45,920,000	0	0	0	0	0	0
3.2 Transmission Lines (Maintenance and Rehabilitation)	32,922	3,000,000	0	0	0	280,000	3,720,000	0	0	0	0
Operations Subtotal	733,477	29,519,712	25,000,000	44,080,000	45,920,000	280,000	3,720,000	0	0	0	0

Distribution System											
4.1 Contingency & Economic Development	0	5,000,000	7,500,000	4,500,000	1,500,000	5,780,000	5,780,000	2,500,000	2,500,000	0	0
Operations Subtotal	0	5,000,000	7,500,000	4,500,000	1,500,000	5,780,000	5,780,000	2,500,000	2,500,000	0	0

Pumping & Storage Facilities											
5.1 Pump & Pressure Reduction Stations	0	2,500,000	2,500,000	6,500,000	5,150,000	6,500,000	5,000,000	2,500,000	2,500,000	2,860,000	6,100,000
5.2 Elevated and Ground Storage Tanks	0	2,750,000	3,000,000	500,000	500,000	3,050,000	5,353,000	5,650,000	0	750,000	500,000
Pumping & Storage Facilities	0	5,250,000	5,500,000	7,000,000	5,650,000	9,550,000	10,353,000	8,150,000	2,500,000	3,610,000	6,600,000

Operations and Program Support											
6.1 Operations	0	0	0	0	0	0	0	0	0	0	0
6.2 Regulatory Compliance	0	0	0	0	0	0	0	0	0	0	0
6.3 ArDOT Utility Relocation Projects	1,347,407	18,701,822	18,111,000	0	0	0	0	0	0	0	0
6.4 Contingency & Economic Development	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
6.5 Roadway Reimbursed Projects	0	0	0	0	0	0	0	0	0	0	0
Operations and Program Support	1,347,407	19,701,822	19,111,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Total Expenditures	2,080,884	59,771,534	61,311,000	60,855,000	58,570,000	37,360,000	41,203,000	32,000,000	6,350,000	4,960,000	14,550,000
Ending Balance	25,417,026	-5,888,381	-67,199,381	-126,054,381	-184,624,381	-221,984,381	-263,187,381	-295,187,381	-301,537,381	-306,497,381	-321,047,381

Notes:

ArDOT Reimbursements *Conditional upon approval and processing by State and completion of projects

Congressionally Directed Funding* Conditional upon receipt of funds and can only be used for Project Numbers 16-16 and 21-14(2a)

Rev. 10/27/2025

Watershed Management

Description	Project #	Estimated 2025 Expenditure	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure
1.1 Stream Bank Restoration												
Mt. Fork/Brown Stream Bank Restoration - Lee Creek Watershed	-	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Frog Bayou Stream Bank Restoration - Frog Bayou Watershed (Upper Pense Property)	-	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source Water Protection/Watershed Management	-	\$ -	\$ -	\$ -	\$ 475,000	\$ -	\$ 750,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Subtotal		\$ -	\$ 300,000	\$ -	\$ 775,000	\$ -	\$ 750,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000

6.2 Watershed Land Purchase												
Forestry Service Land Trade	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total (Watershed Management)	\$ -	\$ 300,000	\$ -	\$ 775,000	\$ -	\$ 750,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000

Treatment

Description	Project #	Estimated 2025 Expenditure	Estimated 2026 Expenditure	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure
2.1 Water Treatment Capacity Improvements												
LFS Treatment Expansion (40 to 62 MGD)	-	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	\$ -	\$ -
LFS Treatment Expansion (62 to 70 MGD) & East Filter Replacement	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600,000
Subtotal		\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	\$ -	\$ 6,600,000

2.2 Water Treatment Maintenance												
Back-up Power Generator for the Lake Fort Smith Water Treatment Plant (Replacement)	-	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2.3 Water Treatment Miscellaneous												
Lee Creek Water Filling Station	-	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Fort Smith & Lee Creek Plant Optimization Study	-	\$ -	\$ -	\$ -	\$ 500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ 200,000	\$ 500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total (Treatment)	\$ -	\$ -	\$ 4,200,000	\$ 3,500,000	\$ 4,500,000	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	\$ -	\$ 6,600,000

Transmission System

Description	Project #	Estimated 2025 Expenditure	Estimated 2026 Expenditure	2026 Priority	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure
3.1 Transmission Lines (New Construction)													
LFS 48 inch Transmission Line Phase 2 (Environmental Assessment & Design)	16-16	\$ 155,436	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 2a Construction	19-33	\$ -	\$ 25,000,000	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 2b Construction	20-03	\$ -	\$ -	N/A	\$ 25,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 3 (Design)	18-20	\$ 320,675	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 3 (Environmental Assessment)	18-20	\$ -	\$ -	N/A	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 3 (Construction)	18-20	\$ -	\$ -	N/A	\$ -	\$ 21,000,000	\$ 21,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 4 (Design)	18-21	\$ 124,443	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 4b (River Tunnel Environmental Assessment)	18-21	\$ -	\$ -	N/A	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 4b (River Tunnel Construction)	18-27	\$ -	\$ -	N/A	\$ -	\$ 7,500,000	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 5 (Design)	19-03	\$ 100,000	\$ 1,519,712	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 5 (Environmental Assessment)	19-03	\$ -	\$ -	N/A	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LFS 48 inch Transmission Line Phase 5 (Construction)	19-03	\$ -	\$ -	N/A	\$ -	\$ 14,000,000	\$ 14,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chaffee Crossing Pressure Reducing Station (Design and Construction)	-	\$ -	\$ -	N/A	\$ -	\$ 380,000	\$ 3,420,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 700,555	\$ 26,519,712		\$ 25,000,000	\$ 44,080,000	\$ 45,920,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

3.2 Transmission Lines (Maintenance and Rehabilitation)													
Midland Bridge Transmission Line Repair	23-21	\$ 32,922	\$ 1,000,000	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rehabilitation of I-540 Water Line Crossing (Euper Lane)	23-22	\$ -	\$ 2,000,000	1									
Chaffee Crossing, Relocate 5100 ft. of 18 in Line (Design and Construction)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ 280,000	\$ 3,720,000	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 32,922	\$ 3,000,000		\$ -	\$ -	\$ -	\$ 280,000	\$ 3,720,000	\$ -	\$ -	\$ -	\$ -

Year	2025	2026		2027	2028	2029	2030	2031	2032	2033	2034	2035
Total (Transmission System)	\$ 733,477	\$ 29,519,712		\$ 25,000,000	\$ 44,080,000	\$ 45,920,000	\$ 280,000	\$ 3,720,000	\$ -	\$ -	\$ -	\$ -

Distribution System

Description	Project #	Estimated 2025 Expenditure	Estimated 2026 Expenditure	2026 Priority	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure
4.1 Contingency & Economic Development													
Rehabilitation of I-540 Water Line Crossing (Euper Lane)	23-22	\$ -	\$ 2,000,000	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Neighborhood Water System Improvements/Water Line Replacement - 1	21-13	\$ -	\$ -	N/A	\$ 5,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Neighborhood Water System Improvements/Water Line Replacement - 2a	21-14	\$ -	\$ 3,000,000	4	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Neighborhood Water System Improvements/Water Line Replacement - 2b	21-14	\$ -	\$ -	N/A	\$ -	\$ 2,500,000	\$ 1,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Neighborhood Water System Improvements/Water Line Replacement	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -
Replace 12 in Line Tennessee Road (Design and Construction)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ 250,000	\$ 3,280,000	\$ 3,280,000	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ 5,000,000		\$ 7,500,000	\$ 4,500,000	\$ 1,500,000	\$ 5,780,000	\$ 5,780,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -

Year	2025	2026		2027	2028	2029	2030	2031	2032	2033	2034	2035
Total (Distribution System)	\$ -	\$ 5,000,000		\$ 7,500,000	\$ 4,500,000	\$ 1,500,000	\$ 5,780,000	\$ 5,780,000	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -

Pumping & Storage Facilities

Description	Project #	Estimated 2025 Expenditure	Estimated 2026 Expenditure	2026 Priority	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure
5.1 Pump & Pressure Reduction Stations													
Downtown Pressure Reducing Station (Design and Construction)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ 150,000	\$ 1,500,000	\$ -	\$ -	\$ -		
Replace Stateline Road Booster Pump Station	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,000	\$ 3,600,000
Equipment Replacement	-	\$ -	\$ 2,500,000	N/A	\$ 2,500,000	\$ 6,500,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Subtotal		\$ -	\$ 2,500,000		\$ 2,500,000	\$ 6,500,000	\$ 5,150,000	\$ 6,500,000	\$ 5,000,000	\$ 2,500,000	\$ 2,500,000	\$ 2,860,000	\$ 6,100,000

5.2 Elevated and Ground Storage Tanks													
Howard Hill Ground Storage and Transmission Line Ext (Design and Const)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ 800,000	\$ 5,353,000	\$ 5,350,000	\$ -	\$ -	\$ -
Water Tank Painting (Luce Reservoir)	24-03	\$ -	\$ 2,000,000	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Painting (Country Club Tank)	-	\$ -	\$ 500,000	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Painting (Pense Tank)	-	\$ -	\$ 250,000	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Painting (Howard Hill Elv Tank)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -
Water Tank Painting (Wildcat Mountain-Standpipe)	-	\$ -	\$ -	N/A	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Painting (Wildcat Mountain-Reservoir)	-	\$ -	\$ -	N/A	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Painting (Crowe Hill Tank)	-	\$ -	\$ -	N/A	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Cleaning (Crowe Hill, Chaffee Crossing & Jack Freeze Concrete Reservoirs)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
Water Tank Painting (Fianna Hills Elv Tank)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Rubber Liner Rehab (Haven Hill Reservoir)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -
Water Tank Painting (Woods Elv Tank)	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Subtotal		\$ -	\$ 2,750,000		\$ 3,000,000	\$ 500,000	\$ 500,000	\$ 3,050,000	\$ 5,353,000	\$ 5,650,000	\$ -	\$ 750,000	\$ 500,000

Year	2025	2026		2027	2028	2029	2030	2031	2032	2033	2034	2035
Total (Pumping & Storage Facilities)	\$ -	\$ 5,250,000		\$ 5,500,000	\$ 7,000,000	\$ 5,650,000	\$ 9,550,000	\$ 10,353,000	\$ 8,150,000	\$ 2,500,000	\$ 3,610,000	\$ 6,600,000

Operations and Program Support

Description	Project #	Estimated 2025 Expenditure	Estimated 2026 Expenditure	2026 Priority	Estimated 2027 Expenditure	Estimated 2028 Expenditure	Estimated 2029 Expenditure	Estimated 2030 Expenditure	Estimated 2031 Expenditure	Estimated 2032 Expenditure	Estimated 2033 Expenditure	Estimated 2034 Expenditure	Estimated 2035 Expenditure
6.1 Operations													
Indirect and Operating Costs	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Management Services	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Seh. Co. Clerk, Scanning CIP projects	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

6.2 Regulatory Compliance													
Lead & Copper Rule Inventory Compliance	-	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

6.3 ArDOT Utility Relocation Projects													
ARDoT I-540 Distribution Line Project (Reimbursable)	23-10	\$ 100,000	\$ 371,595	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARDoT Hwy 255 Water Line Project (Reimbursable)	23-06	\$ 133,407	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hwy 45 Utility Water Line Relocation (85% Reimbursable)	19-12	\$ 514,000	\$ 6,264,950	N/A	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transmission Line @ Gun Club Interchange	24-12	\$ 600,000	\$ 954,277	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rogers Avenue Utility Relocations (Waldron to 70th) (Reimbursable)	23-11	\$ -	\$ -	N/A	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replace 24 in Line N. M St to Towson and S. I St. (Design and Construction)(Reimbursable)	20-20	\$ -	\$ 5,000,000	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Towson Relocation Overlay Project (Reimbursable)	20-20	\$ -	\$ 6,111,000	9	\$ 6,111,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 1,347,407	\$ 18,701,822		\$ 18,111,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

6.4 Contingency & Economic Development													
Contingency & Economic Development	-	\$ -	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Subtotal		\$ -	\$ 1,000,000		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000

6.5 Roadway Reimbured Projects													
Roadway Reimbured projects	-	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Year	2025	2026		2027	2028	2029	2030	2031	2032	2033	2034	2035
Total (Operations and Program Support)	\$ 1,347,407.00	\$ 19,701,822.00		\$ 19,111,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00



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: CIP for Wastewater Systems Maintenance and Improvements (Non-Consent Decree)

SUMMARY

Attached is a Priority-Based Non-Consent Decree Wastewater Project Capital Improvement Plan (CIP) for the years 2026 to 2035. The total cost for the 2026 Priority-Based Non-Consent Decree Wastewater CIP is estimated to be \$21,260,000. Current funding sources for these projects total 23,000,000, funded by the 2025 Sales and Use Tax bonds recently issued. The remainder of funds needed will be covered by future Sales and Use Tax Bond issuances or by pay-go funding provided by the sales and use tax proceeds as such funding allows.

The Non-Consent Decree Wastewater CIP totals \$183,473,800 for the years 2026 to 2035. Projects for years 2027 through 2035 will be partially funded by future issuance of Sales and Use Tax bonds with the remainder funded by sources unidentified at this time.

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

ATTACHMENTS

1. [11-10-25 Item ID 2079 Non CD Wastewater CIP.pdf](#)

Project Title	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Hwy 45 Utility Sewer Line Relocation (85% Reimbursable)(Bond)†	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Towson Sewer Line Relocation Overlay Project	\$ 1,654,000	\$ 1,654,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #27 Repairs/Upgrades	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #19 Repairs/Upgrades	\$ -	\$ 110,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #26 Repairs/Upgrades	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Station & Force Main Chaffee Crossing Design/Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000	\$ 4,200,000	\$ -	\$ -
Sewer Station & Force Main Roberts Blvd Design/Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ 2,400,000	\$ -	\$ -
Automated Compliance Sampling (P Street & Massard Plants)	\$ 30,000	\$ 366,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street Grit System Rebuild and Upgrade	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street Plant Blower System	\$ -	\$ -	\$ -	\$ 2,940,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street AC Repl Op Bldg	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street Tractor Shed	\$ -	\$ -	\$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street Plant Optimization Study	\$ -	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street RAS PS Rehab	\$ 360,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
P Street Stab. Basin Diffuser Repl.	\$ 72,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street Mechanical Mixer	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P Street Mixed Liquor PS upgrade	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Massard Improvements Aeration Basin	\$ 2,600,000	\$ 11,250,000	\$ 11,125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Massard Plant Belt Press	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Massard Plant Grit Classifier	\$ 720,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Title	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Massard Roof Replacement†	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Massard Plant Upgrade	\$ 10,000,000	\$ 30,000,000	\$ 30,000,000	\$ 30,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Replacement	\$ 4,000,000	\$ 4,000,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Lab HVAC Make-Up Air Replacement †	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 21,260,000	\$ 51,320,000	\$ 46,153,800	\$ 36,540,000	\$ 2,500,000	\$ 2,500,000	\$ 9,100,000	\$ 9,100,000	\$ 2,500,000	\$ 2,500,000

† 2024 and 2025 projects completed or nearly completed

Total **\$ 183,473,800**



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: CIP for Wastewater Systems Maintenance and Improvements (Consent Decree)

SUMMARY

Beginning in 2015, the City has been working to complete the required work for the Federal Consent Decree. This work requires inclusion of the ongoing Capacity Management Operations Maintenance (CMOM) program as well as Sanitary Sewer Assessment (SSA), development and approval of the SSA Remedial Measures Plans, Capacity Remedial Measures Plan projects, and other projects required by the Consent Decree.

City staff is nearing completion of negotiations with EPA, DOJ, and the State for a modification of the Consent Decree to provide additional time to achieve compliance. A red-line version of proposed modification language was submitted in early October 2024, for an additional ten (10) years and included a financial plan for compliance with the Consent Decree by the end of 2036. On September 24, 2025, legal counsel notified the Department of Justice that our bond sales went through, and the bond ordinance was adopted, along with the plan to begin awarding contracts critical to meeting the proposed timeline on November 4. On October 1, 2025, DOJ Attorney Long informed the city's legal counsel he was not authorized to work on our Consent Decree until resolution of the federal government shutdown was reached. All indications are that we are very close to agreeable language for the modification.

Attached is the Consent Decree Capital Improvement Plan (CIP) for 2026 through 2035. This plan provides for compliance with the milestones required by the redline version of the proposed modifications. The proposed CIP includes:

- several large capacity projects,
- the ability to complete the required 50,000 linear feet of pipe remediation per year,
- the remediation of 167 manholes per year. a year,
- rehabilitation or replacement of pump stations,
- completion of the work required in Basin 12, and
- provide the other needed resources to comply with the Consent Decree.

In May 2025, the citizens of Fort Smith approved the reallocation of 3/8% of the 1% sales tax for bridges, streets and drainage and to levy the 3/8% SUT to issue Sales and Use Tax Bonds

up to an aggregate principal amount of \$385,000,000. The first bond issue closed October 30, 2025 with \$100,007,565.00 in construction proceeds. On November 4, 2025, the Board approved \$49,289,741.00 in Consent Decree projects funded by bond proceeds. These projects will meet the required milestones of 50,000 linear feet and 167 manholes and bank the completion of 25,350 linear feet and 80 manholes for future years. The Consent Decree CIP allocates projects over the entire proposed period, first by prioritizing projects by eliminating reoccurring SSO's (SSO's that occur more than once in a three-year period) then by likelihood and consequence of failure. Projects in the second group will be grouped by type of rehabilitation may result in multiple construction phases in same area. The 2026 through 2035 total uninflated CIP cost for compliance with the proposed Modified Consent Decree is \$574,444,000.00.

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

ATTACHMENTS

1. [11-10-25 Item ID 2080 Consent Decree CIP.pdf](#)

Project Title	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
23-19-C1: SSA Remedial Repairs/Replacement S006, P004, MC07, 2001, SK-01 Capacity†	\$ 7,915,157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C2: SSA Remedial Repairs/Replacement S006, P004, MC07, 2001, SK-01 Capacity†	\$ 4,401,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C3: SSA Remedial Repairs/Replacement S006, P004, MC07, 2001, SK-01 Capacity†	\$ 3,527,736	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C4: SSA Remedial Repairs/Replacement S006, P004, MC07, 2001, SK-01 Capacity†	\$ 1,020,017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C5: SSA Remedial Repairs/Replacement S006, P004, MC07, 2001, SK-01 Capacity†	\$ 867,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-17-C1: SSA Remedial Repairs/Replacement MC08†	\$ 3,204,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17-12-C1: SSA Remedial Repairs/Replacement S007†	\$ 8,350,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17-09-C1: SSA Remedial Repairs/Replacement P005 (Construction and Inspection)*	\$ 5,769,563										
19-19-C1: SSA Remedial Repairs/Replacement Capacity Project FL02 (Construction and Inspection)*	\$ 9,455,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-18-C1: SSA Remedial Repairs/Replacement P009 (Construction and Inspection)*	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-15-C1: SSA Remedial Repairs/Replacement MC06 (Construction and Inspection)*	\$ 9,687,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17-13-C1: SSA Remedial Repairs/Replacement P008 (Construction and Inspection)*	\$ 18,400,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21-17-C1: SSA Remedial Repairs/Replacement D001, HL01, HR01, M003, M005, RF01, WL01 (Construction and Inspection)*	\$ 7,707,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24-14-C1: Basin 12 SSA Remedial Measures, Sub-Basin P005 (Construction and Inspection)*	\$ 3,501,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-15-C1: FL01 Capacity Improvements (Construction and Inspection)*	\$ 5,002,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24-11-C1: Basin 10 & 14 Capacity Improvement, Phase 2 (Construction and Inspection)*	\$ 10,276,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-08-C1: 2019 SSA Remedial Measures - Sub-Basin M002 ‡	\$ 376,240	\$ 4,660,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-09-C1: 2020 SSA Remedial Measures - Sub-Basin S007 ‡	\$ 179,602	\$ 8,266,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-10-C1: 2022 SSA Remedial Measures - Sub-Basin MC02 ‡	\$ 265,111	\$ 7,175,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-11-C1: 2021 SSA Remedial Measures - Sub-Basin Z005 ‡	\$ 395,440	\$ 12,294,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-12-C1: 2023 SSA Remedial Measures - Sub-Basin Z003 ‡	\$ 282,380	\$ 5,805,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-13-C1: 2022 SSA Remedial Measures - Sub-Basin S005 ‡	\$ 418,600	\$ 6,166,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-19-C3: SSA Remedial Repairs/Replacement Capacity Project FL02 (Construction and Inspection) ‡	\$ 197,390	\$ 2,900,000									
50,000 Feet & 167 Manholes: SSA Remedial Repairs/Replacement (Design)	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
50,000 Feet & 167 Manholes: SSA Remedial Repairs/Replacement (Construction)	\$ -	\$ -	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000
CSSA Work, Assement	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
CSSA Work, Remedial Measures (Design)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
CSSA Work, Remedial Measures (Construction)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000

Consent Decree CIP 2026 to 2035
In Compliance with Proposed Consent Decree Milestones for Completion by 2036 and Reduction of SSOs

Project Title	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Contract Sewer Line/Televising/CIPP	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Consent Decree Program Management	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Pump Station #9 Design/Construction	\$ -	\$ -	\$ -	\$ 74,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #18 Design/Construction	\$ -	\$ -	\$ -	\$ 400,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #22 Repairs/Upgrades	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #5 Rehabilitation	\$ -	\$ 1,200,000	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Continuing Pump Station & Force Main Evaluation	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -
Continuing Capacity Assurance Evaluation	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -
Basin 12 Remedial Measures Phase 4-9 (SSA)	\$ 954,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin 12 Remedial Measures Phase 4-9 (Design)	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 500,000
Basin 12 Remedial Measures Phase 4-9 (Construction)	\$ -	\$ -	\$ 5,000,000		\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000
Basin 10 & 14 Construction Phase 3 (Construction)*	\$ 3,426,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin FLO1 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	\$ -	\$ -	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Massard Wastewater Pump Station & Wet Weather Treatment (Design and Construction) (Package B from Massard Master Plan)	\$ -	\$ 9,000,000	\$ 45,000,000	\$ 45,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin P004 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	\$ -	\$ -	\$ 300,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin 12 Capacity Improvements Phase I (5-Year LOS in EJ Area)(Design & Construction)	\$ -	\$ -	\$ 400,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 115,584,553	\$ 65,470,000	\$ 98,200,000	\$ 101,974,000	\$ 49,000,000	\$ 37,800,000	\$ 45,300,000	\$ 40,800,000	\$ 47,300,000	\$ 42,800,000	\$ 45,800,000

† 2025 projects completed or nearly completed

* Construction Projects Approved 11-04-2025

‡ Design Projects Approved 11-04-2025



SS2D



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Andy Richards, CFO
FROM: Danny Baker, Chief of Police
DATE: November 5th, 2025
SUBJECT: Police Department Capital Improvement Plan

SUMMARY

Included with this memo is the Police Department's new 5-Year Capital Improvement Plan for FY2026-2030 with two (2) options for the Board of Directors to consider. Option 1 provides our vehicle needs over five (5) years through purchasing as we have historically done. Option 2, our option of choice, utilizes the Enterprise Fleet Leasing Program to provide all of our vehicle needs in 2026 and provides a clean, predictable path for continued fleet management. This option will have the greatest impact on reducing maintenance costs, improving delivery of services, and improving officer morale and retention. As you can see, it is also cheaper than purchasing the vehicles outright and provides us with an immediate, highly-visible increased presence in the community. I will present a snapshot of feedback collected from the community over the last year via our M90 Citizen Satisfaction Survey. The overwhelming response to **"What would you most like Fort Smith PD to do to improve safety in your community?"** is: **Increase patrol car visibility**. Second, by a long shot, is: **Increase community engagement**. It is clear that citizens want to see more police officers in their community.

Additionally, per our conversations, I have removed Personnel from this plan and instead, created a "turnback" fund to assist with salaries each year.

I have also added a "Sales Tax Sinking Fund" which sets aside \$500,000 each year resulting in a conservative estimate of \$1,000,000 fund balance in 2030. With the leasing option, I have built in a "Leasing Program" sinking fund to include the revenue we expect from the sale of vehicles. The amount of funds that can be utilized from both sinking funds can be increased or decreased on a yearly basis to provide a contingency fund balance. As presented, that combined balance exceeds \$2.2 million by 2030 with the leasing option and \$1.0 million without it.

ATTACHMENTS

1. [ITEM ID 2081 2026 CIP Purchase.pdf](#)
2. [ITEM ID 2081 2026 CIP Leasing.pdf](#)

Fort Smith Police Department
5-Year Capital Improvement Plan (Purchasing Vehicles)

	2025	2026	2027	2028	2029	2030
Technology						
Accountability		\$737,000.00	\$737,000.00	\$737,000.00	\$737,000.00	\$737,000.00
Crime Prev/Det/Inv		\$25,000.00	\$115,000.00	\$30,000.00	\$30,000.00	\$0.00
Officer Safety/Equipment		\$125,300.00	\$125,300.00	\$93,000.00	\$93,000.00	\$93,000.00
Mobility						
Primary Patrol Vehicles		\$1,365,000.00	\$1,405,950.00	\$1,448,129.00	\$1,491,574.00	\$1,536,321.00
CID Vehicles		\$300,000.00	\$154,500.00	\$159,135.00	\$163,909.00	\$168,826.00
Other (Motors/Bikes/etc)		\$85,000.00	\$80,000.00	\$0.00	\$100,000.00	\$80,000.00
Facilities						
2nd Precinct/Training Facility		\$18,400.00	\$53,176.00	\$106,352.00	\$66,470.00	\$0.00
Firing Range		\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00
Downtown Renovations		\$143,000.00	\$75,000.00	\$50,000.00	\$0.00	\$0.00

Anticipated Expense:		\$2,798,700.00	\$2,770,926.00	\$2,623,616.00	\$2,681,953.00	\$2,615,147.00
Anticipated Tax Revenue:		\$3,600,000.00	\$3,708,000.00	\$3,819,240.00	\$3,933,817.00	\$4,051,831.00
General Fund Equipment Fund		\$0.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Use of Sales Tax Sinking Fund:		\$2,200,000.00	\$500,000.00	\$250,000.00	\$500,000.00	\$250,000.00
Grant Funding		\$46,600.00	\$71,600.00	\$46,600.00	\$71,600.00	\$46,600.00
Court Vehicle Earmarks		\$383,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Total Anticipated Funding:		\$6,229,600.00	\$5,479,600.00	\$5,315,840.00	\$5,705,417.00	\$5,548,431.00
Total Available for Salaries		\$2,930,900.00	\$2,208,674.00	\$2,192,224.00	\$2,523,464.00	\$2,433,284.00
Sales Tax Sinking Fund Balance	\$2,200,000.00	\$500,000.00	\$500,000.00	\$750,000.00	\$750,000.00	\$1,000,000.00

Notes: Spending details are outlined under additional tabs: Technology, Mobility and Facilities. Construction of the 2nd Precinct and Training Facility is currently unfunded. Cost estimates are in the details.
Included: 3% inflation, 3% annual revenue increase on SUT
Consistent,historical grant funding: JAG, BPV

Technology

Accountability: The Axon Enterprise, Inc contract and annual payment includes: Body Worn Cameras, In-Car Cameras, Storage, Axon Performance (recommended by Internal Audit), My90 Citizen Feedback, and Tasers.

Crime Prevention/Detection/Investigation: Replacement of all Chinese manufactured drones required by 2027 (State law). Replacement of (2) aging Computer Forensic Lab (CFL) workstations. Replacement of (2) retiring K9 service animals.

Officer Safety/Equipment: Regular replacement of officer service pistols, replacement of aging rifles, and purchase of optical sights for pistols and rifles. Annual replacement of Officer's Body Worn Ballistic Armor with partial reimbursement from a federal BVP Grant.

2026	2027	2028
Accountability	Accountability	Accountability
Axon \$737,000.00	Axon \$737,000.00	Axon \$737,000.00
Total \$737,000.00	Total \$737,000.00	Total \$737,000.00
Crime Prev/Det/Inv	Crime Prev/Det/Inv	Crime Prev/Det/Inv
Obs Tower Ref \$25,000.00	Drone Repl. \$85,000.00	CFL Workstation \$30,000.00
Item 2 \$0.00	CFL Workstation \$30,000.00	Item 2 \$0.00
Item 3 \$0.00	Item 3 \$0.00	Item 3 \$0.00
Item 4 \$0.00	Item 4 \$0.00	Item 4 \$0.00
Item 5 \$0.00	Item 5 \$0.00	Item 5 \$0.00
Item 6 \$0.00	Item 6 \$0.00	Item 6 \$0.00
Total \$25,000.00	Total \$115,000.00	Total \$30,000.00
Officer Safety/Equipment	Officer Safety/Equipment	Officer Safety/Equipment
Firearms/Optics \$32,300.00	Body Armor \$93,000.00	Body Armor \$93,000.00
Body Armor \$93,000.00	Firearms/Optics \$32,300.00	Item 2 \$0.00
Item 3 \$0.00	Item 3 \$0.00	Item 3 \$0.00
Total \$125,300.00	Total \$125,300.00	Total \$93,000.00

2029	2030
Accountability	Accountability
Axon \$737,000.00	Axon \$737,000.00
Total \$737,000.00	Total \$737,000.00
Crime Prev/Det/Inv	Crime Prev/Det/Inv
2 K9s \$30,000.00	Item 1
Item 2 \$0.00	Item 2 \$0.00
Item 3 \$0.00	Item 3 \$0.00
Item 4 \$0.00	Item 4 \$0.00
Item 5 \$0.00	Item 5 \$0.00
Item 6 \$0.00	Item 6 \$0.00
Total \$30,000.00	Total \$0.00
Officer Safety/Equipment	Officer Safety/Equipment
Body Armor \$93,000.00	Body Armor \$93,000.00
Item 2 \$0.00	Item 2 \$0.00
Item 3 \$0.00	Item 3 \$0.00
Total \$93,000.00	Total \$93,000.00

Mobility

Primary Patrol Vehicles: Purchase of 17 primary patrol vehicles and 4 Special Operations vehicles each year to allow full implementation of the Take Home Vehicle program, to regularly replace high-mileage vehicles (thereby reducing maintenance costs) and to ensure our patrol fleet remains operational and able to respond to calls in the City of Fort Smith.

CID Vehicles: Purchase of 4-6 unmarked CID each year through 2030. This will ensure that our fleet stays operational and will replace any vehicle with high mileage and/or high maintenance costs.

Other: Purchase to add and replace bicycles for the Bicycle Unit in 2026. Replace two aging motorcycles in 2026. Purchase a vehicle for use by the Mounted Patrol (truck and horse trailer). Replace Community Relations Vehicle in 2030. Replace Animal Control vehicles in 2029.

2026		2027		2028	
Primary Patrol Vehicles		Primary Patrol Vehicles		Primary Patrol Vehicles	
17 Fully Equipped PPVs	\$1,105,000.00	17 Fully Equipped PPVs	\$1,138,150.00	17 Fully Equipped PPVs	\$1,172,295.00
4 Special Ops Vehicles	\$260,000.00	4 Special Ops Vehicles	\$267,800.00	4 Special Ops Vehicles	\$275,834.00
Total	\$1,365,000.00	Total	\$1,405,950.00	Total	\$1,448,129.00
CID Vehicles		CID Vehicles		CID Vehicles	
5 CID Vehicles	\$150,000.00	5 CID Vehicles	\$154,500.00	5 CID Vehicles	\$159,135.00
2 K9 Vehicles	\$150,000.00	Item 2	\$0.00	Item 2	\$0.00
Total	\$300,000.00	Total	\$154,500.00	Total	\$159,135.00
Other (Motors/Bikes/etc)		Other (Motors/Bikes/etc)		Other (Motors/Bikes/etc)	
5 Fully Equip e-Bikes	\$20,000.00	Mounted Patrol Vehicle	\$80,000.00	Item 1	
2 Fully Equip Motorcycles	\$65,000.00	Item 2	\$0.00	Item 2	\$0.00
Total	\$85,000.00	Total	\$80,000.00	Total	\$0.00

2029		2030	
Primary Patrol Vehicles		Primary Patrol Vehicles	
17 Fully Equipped PPVs	\$1,207,464.00	17 Fully Equipped PPVs	\$1,243,688.00
4 Special Ops Vehicles	\$284,110.00	4 Special Ops Vehicles	\$292,633.00
Total	\$1,491,574.00	Total	\$1,536,321.00
CID Vehicles		CID Vehicles	
5 CID Vehicles	\$163,909.00	5 CID Vehicles	\$168,826.00
Item 2	\$0.00	Item 2	\$0.00
Total	\$163,909.00	Total	\$168,826.00
Other (Motors/Bikes/etc)		Other (Motors/Bikes/etc)	
Animal Control Vehicles	\$100,000.00	Com Rel Vehicle	\$80,000.00
Item 2	\$0.00		\$0.00
Total	\$100,000.00	Total	\$80,000.00

Facilities

2nd Precinct/Training Facility: Building renovation and expansion to improve and increase police presence on the southeast portion of the city. A city-owned training facility to house the FSPD training function and Basic Police Academy as well as host regional Law Enforcement training courses attracting outside agencies to Fort Smith. Land purchase has been accomplished. Designs are underway. Project Option A will be completed in two Phases: Phase I: Development of the Training Facility and parking lot: **\$4,600,000**, Phase II: Development of Police Precinct and Crime Information Center: **\$6,700,000**. Project Option B (Reduced footprint): **\$8,320,751**

Firing Range: Continued development and maintenance of the FSPD firing range at the FS landfill.

Downtown Renovations: Projects to modernize and improve functionality of the downtown police headquarters building. This will include Bartlett Community Room remodeling, replacement of carpet throughout the building with laminate flooring, and exterior improvements. Replacement of inoperable Environmental Control Software System.

2026	2027	2028
2nd Precinct / Training Facility	2nd Precinct / Training Facility	2nd Precinct / Training Facility
Design Cost \$18,400.00	Design Cost \$53,176.00	Design Cost \$106,352.00
Phase I Const Construction \$0.00		\$0.00
Total \$18,400.00	Total \$53,176.00	Total \$106,352.00
Firing Range	Firing Range	Firing Range
Item 1 \$0.00	Seating \$25,000.00	Item 1 \$0.00
Item 2 \$0.00	Item 2 \$0.00	Item 2 \$0.00
Total \$0.00	Total \$25,000.00	Total \$0.00
Downtown Renovations	Downtown Renovations	Downtown Renovations
Env Cont Sys \$143,000.00	Community Room \$75,000.00	Laminate Flooring \$50,000.00
Total \$143,000.00	Item 2 \$0.00	Item 2 \$0.00
	Total \$75,000.00	Total \$50,000.00
2029	2030	
2nd Precinct / Training Facility	2nd Precinct / Training Facility	
Design Cost \$66,470.00	Phase II Construction \$0.00	
Item 2 \$0.00	Item 2 \$0.00	
Total \$66,470.00	Total \$0.00	
Firing Range	Firing Range	
Item 1 \$0.00	Item 1 \$0.00	
Item 2 \$0.00	Item 2 \$0.00	
Total \$0.00	Total \$0.00	
Downtown Renovations	Downtown Renovations	
Item 1 \$0.00	Item 1 \$0.00	
Item 2 \$0.00	Item 2 \$0.00	
Total \$0.00	Total \$0.00	

**Fort Smith Police Department
5-Year Capital Improvement Plan (Leasing Vehicles)**

	2025	2026	2027	2028	2029	2030
Technology						
Accountability		\$737,000.00	\$737,000.00	\$737,000.00	\$737,000.00	\$737,000.00
Crime Prev/Det/Inv		\$25,000.00	\$115,000.00	\$30,000.00	\$30,000.00	\$0.00
Officer Safety/Equipment		\$125,300.00	\$125,300.00	\$93,000.00	\$93,000.00	\$93,000.00
Mobility						
Primary Patrol Vehicles		\$623,070.00	\$353,073.00	\$353,073.00	\$311,535.00	\$290,766.00
CID Vehicles		\$396,070.96	\$37,040.04	\$37,040.04	\$37,040.04	\$24,693.36
Other (Motors/Bikes/Lease Pmt)		\$85,000.00	\$880,261.04	\$1,303,997.48	\$1,703,518.96	\$2,063,360.86
Facilities						
2nd Precinct/Training Facility		\$18,400.00	\$53,176.00	\$106,352.00	\$66,470.00	\$0.00
Firing Range		\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00
Downtown Renovations		\$143,000.00	\$75,000.00	\$50,000.00	\$0.00	\$0.00

Anticipated Expense:		\$2,152,840.96	\$2,400,850.08	\$2,710,462.52	\$2,978,564.00	\$3,208,820.22
Anticipated Tax Revenue:		\$3,600,000.00	\$3,708,000.00	\$3,819,240.00	\$3,933,817.00	\$4,051,831.00
General Fund Equipment Fund		\$0.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Use of Sales Tax Sinking Fund:		\$2,200,000.00	\$500,000.00	\$250,000.00	\$500,000.00	\$250,000.00
Use of Lease Program Sinking Fund:		\$0.00	\$510,000.00	\$325,000.00	\$28,800.00	\$241,500.00
Grant Funding		\$46,600.00	\$71,600.00	\$46,600.00	\$71,600.00	\$46,600.00
Court Vehicle Earmarks		\$383,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Total Anticipated Funding:		\$6,229,600.00	\$5,989,600.00	\$5,640,840.00	\$5,734,217.00	\$5,789,931.00
Total Available for Salaries		\$3,576,759.04	\$3,088,749.92	\$2,430,377.48	\$2,255,653.00	\$2,081,110.78
Sales Tax Sinking Fund Balance	\$2,200,000.00	\$500,000.00	\$500,000.00	\$750,000.00	\$750,000.00	\$1,000,000.00
Lease Program Sinking Fund Balance		\$510,000.00	\$325,000.00	\$228,000.00	\$440,700.00	\$1,232,600.00
Total of Both Sinking Funds	\$2,200,000.00	\$1,010,000.00	\$825,000.00	\$978,000.00	\$1,190,700.00	\$2,232,600.00

Notes: Spending details are outlined under additional tabs: Technology, Mobility and Facilities. Construction of the 2nd Precinct and Training Facility is currently unfunded. Cost estimates are in the details.
Included: 3% inflation, 3% annual revenue increase on SUT
Consistent, historical grant funding: JAG, BPV

Technology

Accountability: The Axon Enterprise, Inc contract and annual payment includes: Body Worn Cameras, In-Car Cameras, Storage, Axon Performance (recommended by Internal Audit), My90 Citizen Feedback, and Tasers.

Crime Prevention/Detection/Investigation: Replacement of all Chinese manufactured drones required by 2027 (State law). Replacement of (2) aging Computer Forensic Lab (CFL) workstations. Replacement of (2) retiring K9 service animals.

Officer Safety/Equipment: Regular replacement of officer service pistols, replacement of aging rifles, and purchase of optical sights for pistols and rifles. Annual replacement of Officer's Body Worn Ballistic Armor with partial reimbursement from a federal BVP Grant.

2026	2027	2028
Accountability	Accountability	Accountability
Axon \$737,000.00	Axon \$737,000.00	Axon \$737,000.00
Total \$737,000.00	Total \$737,000.00	Total \$737,000.00
Crime Prev/Det/Inv	Crime Prev/Det/Inv	Crime Prev/Det/Inv
Obs Tower Ref \$25,000.00	Drone Repl. \$85,000.00	CFL Workstation \$30,000.00
Item 2 \$0.00	CFL Workstation \$30,000.00	Item 2 \$0.00
Item 3 \$0.00	Item 3 \$0.00	Item 3 \$0.00
Item 4 \$0.00	Item 4 \$0.00	Item 4 \$0.00
Item 5 \$0.00	Item 5 \$0.00	Item 5 \$0.00
Item 6 \$0.00	Item 6 \$0.00	Item 6 \$0.00
Total \$25,000.00	Total \$115,000.00	Total \$30,000.00
Officer Safety/Equipment	Officer Safety/Equipment	Officer Safety/Equipment
Firearms/Optics \$32,300.00	Body Armor \$93,000.00	Body Armor \$93,000.00
Body Armor \$93,000.00	Firearms/Optics \$32,300.00	Item 2 \$0.00
Item 3 \$0.00	Item 3 \$0.00	Item 3 \$0.00
Total \$125,300.00	Total \$125,300.00	Total \$93,000.00
2029	2030	
Accountability	Accountability	
Axon \$737,000.00	Axon \$737,000.00	
Total \$737,000.00	Total \$737,000.00	
Crime Prev/Det/Inv	Crime Prev/Det/Inv	
2 K9s \$30,000.00	Item 1	
Item 2 \$0.00	Item 2 \$0.00	
Item 3 \$0.00	Item 3 \$0.00	
Item 4 \$0.00	Item 4 \$0.00	
Item 5 \$0.00	Item 5 \$0.00	
Item 6 \$0.00	Item 6 \$0.00	
Total \$30,000.00	Total \$0.00	
Officer Safety/Equipment	Officer Safety/Equipment	
Body Armor \$93,000.00	Body Armor \$93,000.00	
Item 2 \$0.00	Item 2 \$0.00	
Item 3 \$0.00	Item 3 \$0.00	
Total \$93,000.00	Total \$93,000.00	

Mobility

Primary Patrol and CID Vehicles: This plan establishes and new fleet of 60 vehicles and turns over the entire fleet in five (5) years through Enterprise Fleet Leasing

Other: Purchase to add and replace bicycles for the Bicycle Unit. Replace two aging motorcycles. Purchase a vehicle for use by the Mounted Patrol (truck and horse trailer). Replace Community Relations Vehicle. Replace Animal Control vehicles. Yearly leasing payment.

2026	2027	2028
Primary Patrol Vehicles	Primary Patrol Vehicles	Primary Patrol Vehicles
30 Fully Equipped PPVs \$623,070.00	12 Fully Equipped PPVs \$249,228.00	12 Fully Equipped PPVs \$249,228.00
	5 Special Ops Vehicles \$103,845.00	5 Special Ops Vehicles \$103,845.00
Total \$623,070.00	Total \$353,073.00	Total \$353,073.00
CID Vehicles	CID Vehicles	CID Vehicles
28 CID Vehicles \$345,707.04	3 CID Vehicles \$37,040.04	3 CID Vehicles \$37,040.04
2 K9 Vehicles \$50,363.92	Item 2 \$0.00	Item 2 \$0.00
Total \$396,070.96	Total \$37,040.04	Total \$37,040.04
Other (Motors/Bikes/etc)	Other (Motors/Bikes/etc)	Other (Motors/Bikes/etc)
5 Fully Equip e-Bikes \$20,000.00	2 Admin Vehicles \$24,693.36	2 Admin Vehicles \$24,693.36
2 Fully Equip Motorcycles \$65,000.00	7 Support Services Veh \$86,426.76	7 Support Srv Vehicles \$86,426.76
		2 Animal Control Veh \$24,639.36
Lease Payment \$0.00	Lease Payment \$769,140.92	Lease Payment \$1,168,238.00
Total \$85,000.00	Total \$880,261.04	Total \$1,303,997.48
Year Total \$1,104,140.96	Year Total \$1,270,374.08	Year Total \$1,694,110.52

2029	2030
Primary Patrol Vehicles	Primary Patrol Vehicles
11 Fully Equipped PPVs \$228,459.00	11 Fully Equipped PPVs \$228,459.00
4 Special Ops Vehicles \$83,076.00	3 Special Ops Vehicles \$62,307.00
Total \$311,535.00	Total \$290,766.00
CID Vehicles	CID Vehicles
3 CID Vehicles \$37,040.04	2 CID Vehicles \$24,693.36
Item 2 \$0.00	Item 2 \$0.00
Total \$37,040.04	Total \$24,693.36
Other (Motors/Bikes/etc)	Other (Motors/Bikes/etc)
2 Admin Vehicles \$24,693.36	2 Admin Vehicles \$24,693.36
7 Support Srv Vehicles \$86,426.76	6 Support Srv Vehicles \$74,080.08
2 Animal Control Veh \$24,639.36	2 Animal Control Veh \$24,693.26
Lease Payment \$1,567,759.48	Lease Payment \$1,939,894.16
Total \$1,703,518.96	Total \$2,063,360.86
Year Total \$2,052,094.00	Year Total \$2,378,820.22

Facilities

2nd Precinct/Training Facility: Building renovation and expansion to improve and increase police presence on the southeast portion of the city. A city-owned training facility to house the FSPD training function and Basic Police Academy as well as host regional Law Enforcement training courses attracting outside agencies to Fort Smith. Land purchase has been accomplished. Designs are underway. Project Option A will be completed in two Phases: Phase I: Development of the Training Facility and parking lot: **\$4,600,000**, Phase II: Development of Police Precinct and Crime Information Center: **\$6,700,000**. Project Option B (Reduced footprint): **\$8,320,751**

Firing Range: Continued development and maintenance of the FSPD firing range at the FS landfill.

Downtown Renovations: Projects to modernize and improve functionality of the downtown police headquarters building. This will include Bartlett Community Room remodeling, replacement of carpet throughout the building with laminate flooring, and exterior improvements. Replacement of inoperable Environmental Control Software System.

2026	2027	2028
2nd Precinct / Training Facility	2nd Precinct / Training Facility	2nd Precinct / Training Facility
Design Cost \$18,400.00	Design Cost \$53,176.00	Design Cost \$106,352.00
Phase I Const Construction \$0.00		\$0.00
Total \$18,400.00	Total \$53,176.00	Total \$106,352.00
Firing Range	Firing Range	Firing Range
Item 1 \$0.00	Seating \$25,000.00	Item 1 \$0.00
Item 2 \$0.00	Item 2 \$0.00	Item 2 \$0.00
Total \$0.00	Total \$25,000.00	Total \$0.00
Downtown Renovations	Downtown Renovations	Downtown Renovations
Env Cont Sys \$143,000.00	Community Room \$75,000.00	Laminate Flooring \$50,000.00
Total \$143,000.00	Item 2 \$0.00	Item 2 \$0.00
	Total \$75,000.00	Total \$50,000.00
2029	2030	
2nd Precinct / Training Facility	2nd Precinct / Training Facility	
Design Cost \$66,470.00	Phase II Construction \$0.00	
Item 2 \$0.00	Item 2 \$0.00	
Total \$66,470.00	Total \$0.00	
Firing Range	Firing Range	
Item 1 \$0.00	Item 1 \$0.00	
Item 2 \$0.00	Item 2 \$0.00	
Total \$0.00	Total \$0.00	
Downtown Renovations	Downtown Renovations	
Item 1 \$0.00	Item 1 \$0.00	
Item 2 \$0.00	Item 2 \$0.00	
Total \$0.00	Total \$0.00	



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Boyd Waters, Fire Chief
DATE: October 28, 2025
SUBJECT: Five-year CIP for the Fire Department (1/8% Sales and Use Tax)

SUMMARY

Attached is the 5 year Capital Improvement Plan for the Fire Department. This plan will serve as an outline for fire apparatus replacements, staff vehicle replacements, fire station repairs/upgrades, and major equipment purchases. Fire suppression apparatus purchases are included in this memo using the fire department's portion of the 1/4% Sales and Use Tax for Fire and Parks. This plan will be adjusted in the future as department needs or priorities change.

Also included on the last sheet are the historical figures and the projections for the Sales and Use tax for the fire department. In continuing our apparatus replacement program, the following apparatus will need to be replaced in the next 5 years:

- 2025 – Order Ladder-9 and pay \$291,000 for refurb of old Pumper-5
- 2026 – Order Rescue-1 and pay \$291,000 for refurb of old Pumper-10
- 2027 – Pay \$2,172,069 for Ladder-7 and order Pumper-4 (or refurb)
- 2028 – Pay \$2,318,647 for Ladder-9 and order Pumper-6 and Ladder-11
- 2029 – Pay \$2,000,000 for Rescue-1 and Pumper-4
- 2030 – Pay \$1,400,000 for Pumper-6 and order Pumper-7

*All prices are estimated increases of 5% annually

Additionally, there are other necessities that require attention in the immediate or near future.

\$4,000,000 is the estimated cost of a training facility complete with a large lecture classroom, small breakout classrooms, offices for the Fire Training Division, public restroom facilities, men's toilet-shower-locker rooms, women's toilet-shower-locker rooms, and shared functional/support areas. This would be located at the current Fire Training Facility located at

5901 Commerce Road. Currently, classroom portions of training for Fire are held at either Station 1 (downtown) or Station 11 (Chaffee Crossing), both classrooms are limited to 25 persons max. With a training center classroom located on premises of our training facility, academic to practical hands-on training would be streamlined, resulting in better consistency of training evolutions. With a large lecture style classroom we could host regional, or even national training courses. These type of courses are paid for by visiting departments, resulting in a small return on investment for each class held plus the addition of tax dollar revenues by each firefighter visiting Fort Smith. While this is a major investment in our public safety departments, the benefit of this type of center would serve for decades to come.

We will need to remodel the fire stations in the next few years. The last remodel occurred in 2013 so it is time to consider updating them. Our firefighters are on shift for 24 hours at a time so we need to make sure they have up to date stations. We also need to make sure everything is the most energy efficient to help reduce utility bills.

Every 5 years our tablets for our apparatus need to be upgraded. This is to keep up with the current technology and have reliable equipment for our personnel. Having up to date computers on the apparatus helps supply the crews with crucial information including directions, hydrant location, building information, etc.

A generator is needed in case of power failure at the maintenance facility. \$125,000.00 based off a quote. We would also like to purchase a 2-Post lift to work on staff vehicles.

We would like to build our own driving course for training and testing purposes at the maintenance facility. Not only could we use it testing and training, it would aid the maintenance technicians when working on apparatus. Whenever they do front end work there are adjustments that need to be made in conjunction with driving the apparatus utilizing turns and then having to re-check alignments. This would keep them from having to do these tests on public streets. The estimated cost of this is \$600,000.00

Another Fire Station will be needed if annexation continues to expand to the south and/or east, or when development exceeds our current fire suppression coverage requirements to stay in line with ISO standards. Estimated personnel costs include all salaries, fringe benefits, and LOPFI, with 3% increase each year.

Year to date the $\frac{1}{4}$ Sales and Use tax for Fire and Parks has brought in \$78,233,683 with roughly \$39,116,841 being the fire department's portion. The sales tax has brought in \$5,537,681 for 2025 with \$2,768,840 being the fire department's portion. Historically this has generated enough to cover the expenses for Station 11 and keep our apparatus replacement schedule up to date. As you can see by the chart for 4803, this account will be in the red beginning in 2031. We have begun to stretch out the expected life on our apparatus even though we are running more calls than ever. We are also coming up with ideas to lengthen the lifespan of our apparatus. One of those plans is to utilize SUV's at a few of the stations for medical calls. Another plan is to purchase a fill station for SCBA (Airpacks) at Station 7. This will reduce driving distances for several stations to refill the airpacks which will help prolong the life of our apparatus. Even with those plans in place we will need to look at further funding in the short future due to rising costs of equipment.

ATTACHMENTS

1. [Apparatus Cost.pdf](#)
2. [Training Classroom.pdf](#)
3. [Station Renovations.pdf](#)
4. [MDT Tablet Updates.pdf](#)
5. [Capital Items.pdf](#)
6. [Driving Course.pdf](#)
7. [Driving Course Layout.pdf](#)
8. [Fire Station 12.pdf](#)
9. [Station 12 Apparatus.pdf](#)
10. [Station 12 Personnel.pdf](#)
11. [Motorola Radios.pdf](#)
12. [Staff Vehicles.pdf](#)
13. [Copy_of_4803___Apparatus_Fund_-_Updated_10-24-2025.pdf](#)
14. [Fire Department Summary.pdf](#)



FY 2026-2035
Fire Department Capital Improvement Project



Project Name **Apparatus Cost**

Funding Source

Option 1/8% Sales Tax

Total Tax FY 2026

Current Year Tax 1/8% \$2,768,840
 Total Tax 1/8% \$39,116,841

Project Description

The Fort Smith Fire Department seeks to modernize its fleet through the Apparatus Upgrade CIP. This project will procure advanced firefighting vehicles, including pumper and ladder trucks, to replace aging equipment, meet NFPA standards, and accommodate the growing needs of the city.

Project Justification

Upgrading the fleet is crucial for improved emergency responses, firefighter safety, and lower maintenance costs. New apparatus will ensure efficient operations, enhance public safety, and could contribute to reduced insurance premiums for the Fort Smith community.

Cost Summary

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ 582,000	\$ 2,172,069	\$ 2,318,647	\$ 3,300,000	\$ 1,400,000	\$ 2,700,000	\$ 1,500,000	\$ 1,600,000	\$ 1,700,000	\$ 1,800,000	\$ 19,072,716

Comments

Based on 5% increase per year

Expense Itemization

2026				
Cost		\$ 542,000		
Unit Being Replaced	Pumper 5	Pumper 10		
Asset Number				
Age of Apparatus				
Category 4				
Category 5				
Total Cost			\$542,000	

2027				
Cost	\$2,172,069			
Unit Being Replaced	Ladder 3			
Asset Number	964			
Age of Apparatus	14			
Category 4				
Category 5				
Total Cost	\$2,172,069			

2028				
Cost	\$2,318,647			
Unit Being Replaced	Ladder 4			
Asset Number	151			
Age of Apparatus	26			
Category 4				
Category 5				
Total Cost	\$2,318,647			

2029				
Cost	\$1,300,000	\$ 2,000,000		
Unit Being Replaced	Pumper 4	Rescue 1		
Asset Number	183	403		
Age of Apparatus	23	14		
Category 4				
Category 5				
Total Cost		\$3,300,000		

2030				
Cost	\$1,400,000			
Unit Being Replaced	Pumper 6			
Asset Number	235			
Age of Apparatus	25			
Category 4				
Category 5				
Total Cost	\$1,400,000			

2031				
Cost	\$2,700,000			
Unit Being Replaced	Ladder 7			
Asset Number	965			
Age of Apparatus	18			
Category 4				
Category 5				
Total Cost	\$2,700,000			

2032				
Cost	\$1,500,000			
Unit Being Replaced	Pumper 7			
Asset Number	181			
Age of Apparatus	25			
Category 4				
Category 5				
Total Cost				\$1,500,000

2033				
Cost	\$1,600,000			
Unit Being Replaced	Pumper 1			
Asset Number	227			
Age of Apparatus	24			
Category 4				
Category 5				
Total Cost				\$1,600,000

2034				
Cost	\$1,700,000			
Unit Being Replaced	Pumper 2			
Asset Number	967			
Age of Apparatus	21			
Category 4				
Category 5				
Total Cost				\$1,700,000

2035				
Cost	\$1,800,000			
Unit Being Replaced	Pumper 11			
Asset Number	966			
Age of Apparatus	22			
Category 4				
Category 5				
Total Cost				\$1,800,000



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name Training Classroom

Funding Source
General Funds

Project Description

Project Justification
\$4,000,000 is the estimated cost of a training facility complete with a large lecture classroom, small breakout classrooms, offices for the Fire Training Division, public restroom facilities, men's toilet-shower-locker rooms, women's toilet-shower-locker rooms, and shared functional/support areas. This would be located at the current Fire Training Facility located at 5901 Commerce Road. Currently, classroom portions of training for Fire are held at either Station 1 (downtown) or Station 11 (Chaffee Crossing), both classrooms are limited to 25 persons max. With a training center classroom located on premises of our training facility, academic to practical hands-on training would be streamlined, resulting in better consistency of training evolutions. With a large lecture style classroom we could host regional, or even national training courses. These type of courses are paid for by visiting departments, resulting in a small return on investment for each class held plus the addition of tax dollar revenues by each firefighter visiting Fort Smith. While this is a major investment in our public safety departments, the benefit of this type of center would serve for decades to come.

Cost Summary												
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total	
Total Cost	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	4,000,000
Comments												

Expense Itemization

2026				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2027				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2028				
Cost	\$ 4,000,000			
Item 1	Classroom			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			4,000,000

2029				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2030				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2031				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name Station Renovations

Funding Source
General Funds

Project Description

Project Justification
We will need to remodel the fire stations in the next few years. The last remodel occurred in 2013 so it is time to consider updating them. Our firefighters are on shift for 24 hours at a time so we need to make sure they have up to date stations. Not to mention making sure everything is the most energy efficient to help reduce utility bills.

Cost Summary												
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total	
Total Cost	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	2,000,000

Comments

Expense Itemization

2026				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2027				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2028				
Cost	\$ 2,000,000			
Item 1	Renovations			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			2,000,000

2029				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2030				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2031				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name MDT / Tablet Updates

Funding Source
General Funds

Project Description

Project Justification
Every 5 years our tablets for our apparatus need to be upgraded. This is to keep up with the current technology and have reliable equipment for our personnel. Having up to date computers on the apparatus helps supply the crews with crucial information including directions, hydrant location, building information, etc.

Cost Summary											
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Comments

Expense Itemization

2026				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2027				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2028				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2029				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2030				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2031				
Cost	\$ 100,000			
Item 1	MDT Tablets			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			100,000



FY 2026 - 2035
Fire Department Capital Improvement Project



Funding Source

General Funds

Project Description

Project Justification

A generator is needed in case of power failure at the maintenance facility. \$125,000.00 based off of quote. A fill station for SCBA is needed at Station 7. This will save hours/miles on apparatus making them last longer. A 2-Post lift is needed at the maintenance facility to work on staff vehicles.

Cost Summary

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ 215,000										\$ 215,000

Comments

Expense Itemization (Expand if needed)

2026				
Cost	\$ 125,000	\$ 65,000	\$ 25,000	
Category 1	Generator			
Category 2	SCBA Fill St.			
Category 3	2 Post Lift			
Category 4				
Category 5				
Total Cost	\$			215,000

2027				
Cost	\$ 100,000			
Category 1	SCBA			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		100,000	

2028				
Cost	\$ 50,000			
Category 1	Zodiak Boat			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		50,000	

2029				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				

2030				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				

2031				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name **Driving Course**

Funding Source
General Funds

Project Description

Project Justification
We would like to build our own driving course for training and testing purposes at the maintenance facility. Not only could we use it testing and training, it would aid the maintenance technicians when working on apparatus. Whenever they do front end work there are adjustments that need to be made in conjunction with driving the apparatus utilizing turns and then having to re-check alignments. This would keep them from having to do these tests on public streets.

Cost Summary											
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000

Comments

Expense Itemization

2026				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		-	

2027				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		-	

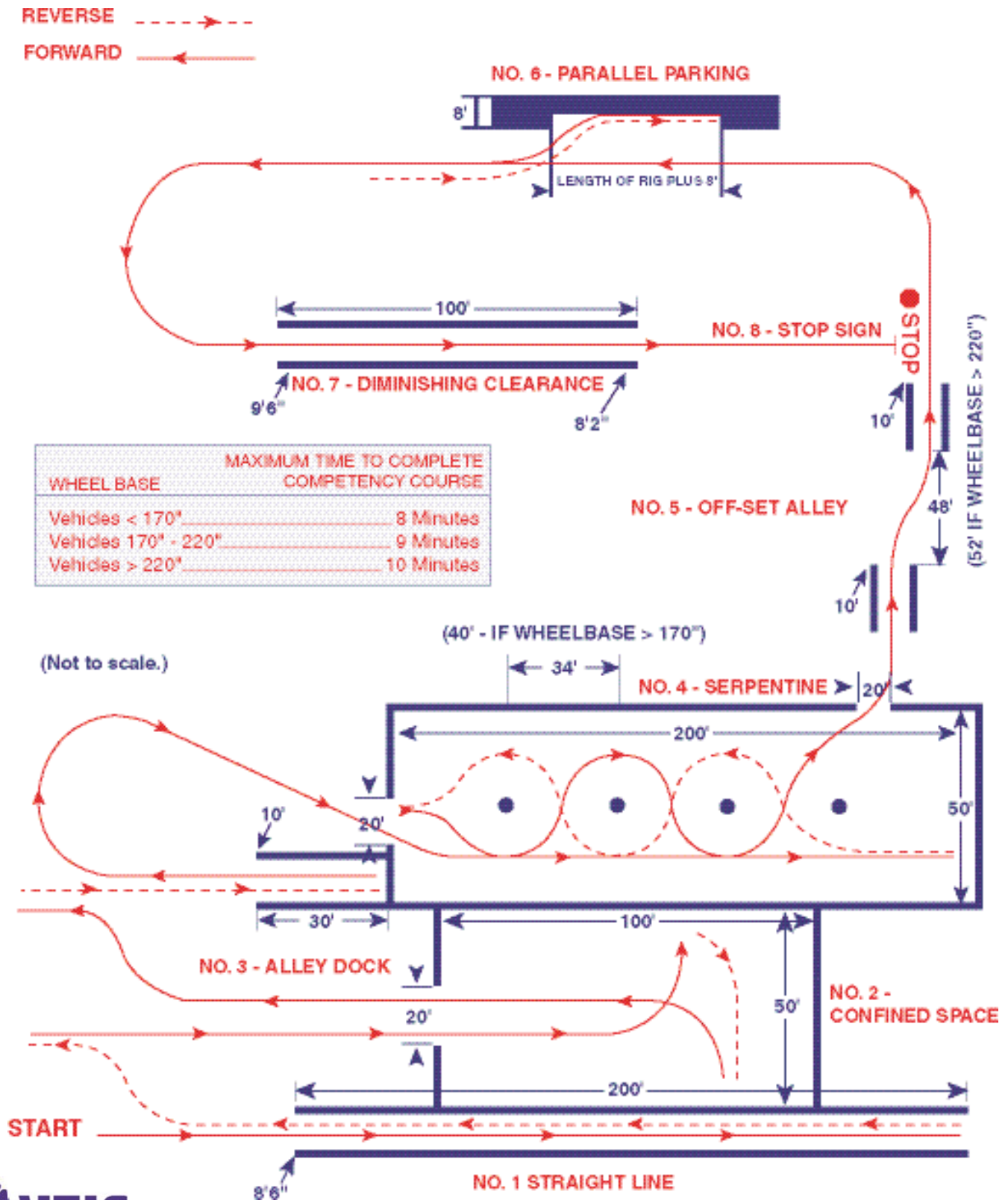
2028				
Cost	\$ 600,000			
Item 1	Driving Course			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		600,000	

2029				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		-	

2030				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		-	

2031				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$		-	

Driving Course Layout





FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name **Fire Station 12**

Funding Source
General Funds

Project Description

Project Justification

Cost Summary											
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000

Comments

Expense Itemization

2026				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2027				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2028				
Cost	\$ 5,000,000			
Item 1	Station 12			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			5,000,000

2029				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2030				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2031				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name Station 12 Apparatus

Funding Source
General Funds

Project Description

Project Justification

Cost Summary											
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost			\$ 1,200,000								\$ 1,200,000

Comments

Expense Itemization (Expand if needed)

2026				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2027				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2028				
Cost	\$ 1,200,000			
Category 1	Pumper 12			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			1,200,000

2029				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2030				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2031				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2032				
Cost				
Category 1				

2033				
Cost				
Category 1				

2034				
Cost				
Category 1				

Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-

2035				
Cost				
Category 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			-



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name Station 12 Personnel

Funding Source
General Funds

Project Description

Project Justification

Cost Summary											
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,030,000	\$ 1,060,000	\$ 1,093,000	\$ 1,125,000	\$ 1,160,000	\$ 1,195,000	\$ 7,663,000

Comments
Based on 3% increase per year

Expense Itemization

2026				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$ -			

2027				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$ -			

2028				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$ -			

2029				
Cost	\$ 1,000,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$ 1,000,000			

2030				
Cost	\$ 1,030,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$ 1,030,000			

2031				
Cost	\$ 1,060,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$ 1,060,000			

2032				
Cost	\$ 1,093,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			1,093,000

2033				
Cost	\$ 1,125,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			1,125,000

2034				
Cost	\$ 1,160,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			1,160,000

2035				
Cost	\$ 1,195,000			
Item 1	Personnel			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$			1,195,000



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name **Motorola Radios**

Funding Source
General Funds

Project Description
The Fort Smith Fire Department's Communications Enhancement Project seeks to replace and upgrade its current inventory with advanced Motorola radios. This upgrade ensures firefighters are equipped with robust, clear, and reliable communication devices critical for emergency and non-emergency operations.

Project Justification
Effective communication is a lifeline for fire service operations. The new Motorola radios will provide enhanced features, improved signal strength, and greater durability. This investment is essential for operational coordination, firefighter safety, and aligns with the latest standards in emergency communication technology, significantly improving incident response across Fort Smith.

Cost Summary												
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total	
Total Cost	\$ 180,500	\$ 45,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	225,625

Comments

Expense Itemization

2026				
Cost	\$ 180,500			
Item 1	Radios			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$	180,500		

2027				
Cost	\$ 45,125			
Item 1	Radios			
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$	45,125		

2028				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$	-		

2029				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$	-		

2030				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$	-		

2031				
Cost				
Item 1				
Category 2				
Category 3				
Category 4				
Category 5				
Total Cost	\$	-		



FY 2026 - 2035
Fire Department Capital Improvement Project



Project Name **Staff Vehicles**

Funding Source

General Funds

Project Description

The Staff Vehicles Upgrade initiative for the Fort Smith Fire Department aims to renew its administrative and operational fleet. This includes the acquisition of command units, quick response vehicles, and support SUVs essential for non-emergency tasks and on-scene coordination.

Project Justification

Modernizing the staff vehicle fleet is vital for maintaining day-to-day operations and effective on-scene command presence. New vehicles will provide reliable transportation, reduce repair costs, and ensure that leadership and support staff can perform their roles efficiently, ultimately contributing to a more effective fire service for the community.

Cost Summary

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Total Cost	\$ 240,000	\$ 125,000	\$ -	\$ 130,000	\$ 70,000	\$ -	\$ 140,000	\$ -	\$ 140,000	\$ -	\$ 845,000

Comments

Expense Itemization

2026				
Cost	\$240,000			
Unit Being Replaced #1	766	19 y/o		
Unit Being Replaced #2	131	17 y/o		
Unit Being Replaced #3	672	22 y/o		
Unit Being Replaced #4	452	21 y/o		
Category 5				
Total Cost	\$240,000			

2027				
Cost	\$125,000			
Unit Being Replaced #1	295			
Unit Being Replaced #2	273			
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost	\$125,000			

2028				
Cost				
Unit Being Replaced #1				
Unit Being Replaced #2				
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost	\$0			

2029				
Cost	\$130,000			
Unit Being Replaced #1	211			
Unit Being Replaced #2	213			
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost	\$130,000			

2030				
Cost	\$70,000			
Unit Being Replaced #1	747			
Unit Being Replaced #2				
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost	\$70,000			

2031				
Cost				
Unit Being Replaced #1				
Unit Being Replaced #2				
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost	\$0			

2032				
Cost	\$140,000			
Unit Being Replaced #1	650			
Unit Being Replaced #2				
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost				\$140,000

2033				
Cost				
Unit Being Replaced #1				
Unit Being Replaced #2				
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost				\$0

2035				
Cost				
Unit Being Replaced #1				
Unit Being Replaced #2				
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost				\$0

2034				
Cost	\$ 140,000			
Unit Being Replaced #1	704			
Unit Being Replaced #2	736			
Unit Being Replaced #3				
Unit Being Replaced #4				
Category 5				
Total Cost	\$			140,000

4803 Revenue	2012	2013	2014	2015	2016	2017	2018	2019
		533.57%	3.24%	1.40%	3.81%	0.22%	1.41%	1.06%
January	\$ -	\$ 482,187	\$ 471,450	\$ 505,898	\$ 519,443	\$ 537,014	\$ 517,493	3.8% \$ 537,323
February	\$ -	\$ 374,352	\$ 364,104	\$ 394,680	\$ 390,987	\$ 394,556	\$ 388,064	2.4% \$ 397,202
March	\$ -	\$ 403,642	\$ 408,645	\$ 408,629	\$ 452,618	\$ 419,159	\$ 417,625	-2.5% \$ 407,335
April	\$ -	\$ 411,662	\$ 425,583	\$ 463,074	\$ 430,035	\$ 465,417	\$ 468,119	-1.8% \$ 459,820
May	\$ -	\$ 395,957	\$ 375,590	\$ 419,389	\$ 394,371	\$ 427,242	\$ 428,805	3.2% \$ 442,466
June	\$ -	\$ 402,136	\$ 461,402	\$ 436,168	\$ 438,035	\$ 440,721	\$ 454,142	-3.7% \$ 437,244
July	\$ -	\$ 403,615	\$ 408,688	\$ 452,566	\$ 472,821	\$ 462,228	\$ 466,254	-1.3% \$ 460,354
August	\$ -	\$ 410,280	\$ 413,328	\$ 422,794	\$ 463,667	\$ 449,532	\$ 449,924	2.5% \$ 461,123
September	\$ -	\$ 405,559	\$ 431,999	\$ 425,933	\$ 430,004	\$ 409,392	\$ 452,299	1.4% \$ 458,559
October	\$ -	\$ 401,371	\$ 420,481	\$ 306,780	\$ 443,007	\$ 436,440	\$ 439,214	1.8% \$ 447,202
November	\$ 378,118	\$ 377,576	\$ 427,760	\$ 428,956	\$ 420,353	\$ 416,178	\$ 434,683	2.5% \$ 445,591
December	\$ 390,106	\$ 398,907	\$ 415,723	\$ 430,169	\$ 433,810	\$ 443,158	\$ 459,217	4.2% \$ 478,346
Total	\$ 768,224	\$ 4,867,244	\$ 5,024,753	\$ 5,095,039	\$ 5,289,152	\$ 5,301,036	\$ 5,375,839	\$ 5,432,565
1/8% Revenue	\$ 384,112	\$ 2,433,622	\$ 2,512,377	\$ 2,547,147	\$ 2,644,576	\$ 2,650,518	\$ 2,687,920	\$ 2,716,283
Add. Revenue, sale of reserve apparatus							\$ 15,026	
	\$ 384,112	\$ 2,433,622	\$ 2,512,377	\$ 2,547,147	\$ 2,644,576	\$ 2,650,518	\$ 2,702,946	\$ 2,716,283
Previous Year Carry Fwd		\$ 171,980	\$ 433,020	\$ 236,061	\$ 235,605	\$ 972,183	\$ 157,596	\$ 264,799
Total revenue	\$ 384,112	\$ 2,605,602	\$ 2,945,396	\$ 2,783,208	\$ 2,880,181	\$ 3,622,701	\$ 2,860,541	\$ 2,981,082

4803 Expenses								
Personnel & Operating	\$ 212,132	\$ 1,447,095	\$ 2,009,738	\$ 2,101,239	\$ 1,907,998	\$ 1,862,653	\$ 2,026,219	\$ 1,906,604
Capital		\$ 725,487	\$ 699,597	\$ 170,000		\$ 88,020	\$ 569,523	\$ 579,885
				\$ 40,129		\$ 961,292		\$ 31,538
				\$ 179,684		\$ 553,140		
				\$ 56,551				
	\$ 212,132	\$ 2,172,582	\$ 2,709,335	\$ 2,547,603	\$ 1,907,998	\$ 3,465,105	\$ 2,595,742	\$ 2,518,027
CY Rev/Exp	\$ 171,980	\$ 261,040	\$ (196,958)	\$ (456)	\$ 736,578	\$ (814,587)	\$ 107,203	\$ 198,256
CY Fund Balance	\$ 171,980	\$ 433,020	\$ 236,061	\$ 235,605	\$ 972,183	\$ 157,596	\$ 264,799	\$ 463,055

Training Tower

R-1

Brush Beds,
L-7, P-6

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P-7, FM-3

4803 Revenue		2020		2021		2022		2023		2024		2025		2026
		4.29%		15.32%		10.39%		3.72%		-1.36%		0.11%		1.39%
January	-2.4%	\$ 524,264	10.6%	\$ 579,680		\$ 676,530		\$ 703,398		\$ 709,540		\$ 708,284		\$ 714,145
February	7.6%	\$ 427,210	15.1%	\$ 491,663		\$ 518,802		\$ 562,609		\$ 535,932		\$ 536,393		\$ 550,428
March	5.9%	\$ 431,362	0.7%	\$ 434,480		\$ 504,806		\$ 573,409		\$ 577,658		\$ 551,865		\$ 573,320
April	-3.4%	\$ 444,121	37.3%	\$ 609,631		\$ 610,951		\$ 651,704		\$ 635,178		\$ 643,669		\$ 649,952
May	-4.3%	\$ 423,409	30.2%	\$ 551,405		\$ 583,383		\$ 622,828		\$ 612,843		\$ 570,552		\$ 608,095
June	9.1%	\$ 477,148	14.0%	\$ 544,022		\$ 626,348		\$ 635,450		\$ 622,162		\$ 628,363		\$ 634,945
July	10.1%	\$ 507,006	9.9%	\$ 557,210		\$ 627,001		\$ 642,521		\$ 644,449		\$ 610,363		\$ 638,769
August	8.4%	\$ 500,069	11.6%	\$ 557,840		\$ 620,124		\$ 632,142		\$ 614,634		\$ 654,018		\$ 639,934
September	3.6%	\$ 475,184	14.7%	\$ 544,981		\$ 613,610		\$ 630,968		\$ 590,784		\$ 634,174		\$ 624,828
October	7.7%	\$ 481,764	13.2%	\$ 545,541		\$ 613,672		\$ 610,437		\$ 601,924		\$ 614,765		\$ 615,132
November	7.8%	\$ 480,437	14.5%	\$ 550,056		\$ 597,001		\$ 603,888		\$ 609,741		\$ 609,579		\$ 613,813
December	3.3%	\$ 493,896	14.8%	\$ 567,114		\$ 620,234		\$ 611,606		\$ 624,231		\$ 624,877		\$ 626,441
Total		\$ 5,665,870		\$ 6,533,623		\$ 7,212,462		\$ 7,480,961		\$ 7,379,076		\$ 7,386,902		\$ 7,489,803
1/8% Revenue		\$ 2,832,935		\$ 3,266,812		\$ 3,606,231		\$ 3,740,480		\$ 3,689,538		\$ 3,693,451		\$ 3,744,901
Add. Revenue, sale of reserve apparatus				\$ 620,426										
		\$ 2,832,935		\$ 3,887,238		\$ 3,606,231		\$ 3,740,480		\$ 3,689,538		\$ 3,693,451		\$ 3,744,901
Previous Year Carry Fwd		\$ 463,055		\$ 586,300		\$ 1,163,231		\$ 1,470,596		\$ 2,084,880		\$ 3,000,837		\$ 3,813,760
Total revenue		\$ 3,295,990		\$ 4,473,538		\$ 4,769,462		\$ 5,211,076		\$ 5,774,418		\$ 6,694,288		\$ 7,558,661

4803 Expenses														
Personnel & Operating	\$	2,098,058	\$	2,059,881	\$	2,148,869	\$	2,368,944	\$	2,231,581	\$	2,298,528	\$	2,367,484
Capital	\$	611,632	\$	630,000	\$	1,149,997	\$	757,252	\$	542,000	\$	582,000		
			\$	620,426										
		\$ 2,709,690		\$ 3,310,307		\$ 3,298,866		\$ 3,126,196		\$ 2,773,581		\$ 2,880,528		\$ 2,367,484
CY Rev/Exp	\$	123,245	\$	576,931	\$	307,365	\$	614,284	\$	915,957	\$	812,922	\$	1,377,417
CY Fund Balance	\$	586,300	\$	1,163,231	\$	1,470,596	\$	2,084,880	\$	3,000,837	\$	3,813,760	\$	5,191,177

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L-1

P-8

P-5

P-10

4803 Revenue	2027	2028	2029	2030	2031	2032	2033
	0.51%	0.64%	0.40%	0.52%	0.52%	0.48%	0.51%
January	\$ 717,763	\$ 720,531	\$ 724,654	\$ 728,193	\$ 731,704	\$ 735,465	\$ 739,105
February	\$ 546,327	\$ 549,826	\$ 554,349	\$ 555,669	\$ 558,814	\$ 561,840	\$ 564,362
March	\$ 573,291	\$ 571,820	\$ 578,539	\$ 580,295	\$ 582,654	\$ 586,301	\$ 588,914
April	\$ 649,362	\$ 654,138	\$ 657,662	\$ 660,258	\$ 663,926	\$ 667,222	\$ 670,440
May	\$ 603,135	\$ 599,867	\$ 609,736	\$ 610,288	\$ 612,697	\$ 617,016	\$ 619,467
June	\$ 634,775	\$ 639,021	\$ 642,609	\$ 645,190	\$ 648,696	\$ 651,954	\$ 655,099
July	\$ 637,506	\$ 635,168	\$ 643,519	\$ 645,118	\$ 647,681	\$ 651,894	\$ 654,713
August	\$ 642,557	\$ 651,958	\$ 651,265	\$ 655,079	\$ 659,295	\$ 661,765	\$ 665,300
September	\$ 622,761	\$ 633,527	\$ 633,309	\$ 636,165	\$ 640,677	\$ 643,084	\$ 646,375
October	\$ 616,713	\$ 621,692	\$ 624,024	\$ 627,018	\$ 630,487	\$ 633,448	\$ 636,621
November	\$ 617,155	\$ 619,651	\$ 623,042	\$ 626,149	\$ 629,176	\$ 632,383	\$ 635,529
December	\$ 631,435	\$ 633,860	\$ 636,884	\$ 640,400	\$ 643,419	\$ 646,637	\$ 649,920
Total	\$ 7,492,779	\$ 7,531,060	\$ 7,579,593	\$ 7,609,822	\$ 7,649,226	\$ 7,689,009	\$ 7,725,846
1/8% Revenue	\$ 3,746,390	\$ 3,765,530	\$ 3,789,796	\$ 3,804,911	\$ 3,824,613	\$ 3,844,505	\$ 3,862,923
Add. Revenue, sale of reserve apparatus							
	\$ 3,746,390	\$ 3,765,530	\$ 3,789,796	\$ 3,804,911	\$ 3,824,613	\$ 3,844,505	\$ 3,862,923
Previous Year Carry Fwd	\$ 5,191,177	\$ 4,326,989	\$ 3,262,207	\$ 1,164,990	\$ 905,276	\$ (714,674)	\$ (1,197,069)
Total revenue	\$ 8,937,566	\$ 8,092,518	\$ 7,052,004	\$ 4,969,901	\$ 4,729,889	\$ 3,129,831	\$ 2,665,854

4803 Expenses							
Personnel & Operating	\$ 2,438,509	\$ 2,511,664	\$ 2,587,014	\$ 2,664,624	\$ 2,744,563	\$ 2,826,900	\$ 2,911,707
Capital	\$ 2,172,069	\$ 2,318,647	\$ 1,300,000	\$ 1,400,000	\$ 2,700,000	\$ 1,500,000	\$ 1,600,000
			\$ 2,000,000				
	\$ 4,610,578	\$ 4,830,311	\$ 5,887,014	\$ 4,064,624	\$ 5,444,563	\$ 4,326,900	\$ 4,511,707
CY Rev/Exp	\$ (864,188)	\$ (1,064,781)	\$ (2,097,218)	\$ (259,713)	\$ (1,619,950)	\$ (482,396)	\$ (648,784)
CY Fund Balance	\$ 4,326,989	\$ 3,262,207	\$ 1,164,990	\$ 905,276	\$ (714,674)	\$ (1,197,069)	\$ (1,845,853)

L-3 (L-7)

L-9

P-4, R-1

P-6

Ladder 7 (11)

Pumper 7

Pumper 1

	2034	2035	2036	2037
1%	0.50%	0.50%	0.50%	
\$	742,779	\$ 746,508	\$ 750,225	\$ 753,969
\$	567,289	\$ 570,142	\$ 572,937	\$ 575,824
\$	591,816	\$ 594,900	\$ 597,795	\$ 600,786
\$	673,868	\$ 677,215	\$ 680,579	\$ 683,993
\$	622,557	\$ 625,877	\$ 628,860	\$ 632,022
\$	658,436	\$ 661,714	\$ 665,001	\$ 668,334
\$	657,944	\$ 661,399	\$ 664,599	\$ 667,927
\$	668,741	\$ 671,922	\$ 675,341	\$ 678,721
\$	649,813	\$ 652,888	\$ 656,189	\$ 659,493
\$	639,854	\$ 643,007	\$ 646,226	\$ 649,459
\$	638,686	\$ 641,888	\$ 645,088	\$ 648,306
\$	653,125	\$ 656,393	\$ 659,678	\$ 662,963
\$	7,764,907	\$ 7,803,853	\$ 7,842,518	\$ 7,881,797
\$	3,882,454	\$ 3,901,927	\$ 3,921,259	\$ 3,940,899
\$	3,882,454	\$ 3,901,927	\$ 3,921,259	\$ 3,940,899
\$	(1,845,853)	\$ (2,662,458)	\$ (3,649,561)	\$ (4,810,003)
\$	2,036,600	\$ 1,239,469	\$ 271,698	\$ (869,105)

\$	2,999,058	\$	3,089,030	\$	3,181,701	\$	3,277,152
\$	1,700,000	\$	1,800,000	\$	1,900,000	\$	1,700,003
\$	4,699,058	\$	4,889,030	\$	5,081,701	\$	4,977,155
\$	(816,605)	\$	(987,103)	\$	(1,160,442)	\$	(1,036,256)
\$	(2,662,458)	\$	(3,649,561)	\$	(4,810,003)	\$	(5,846,260)

Pumper 2

Pumper 11



FY 2026 - 2035
Fire Department Capital Improvement Project



Department	Fiscal Year											
	Program	Category	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Fire Department												
	General Funds	Capital Items	\$215,000	\$100,000	\$50,000			\$100,000				
		Driving Course			\$600,000							
		Fire Station 12			\$5,000,000							
		MDT / Tablet Updates						\$100,000				
		Motorola Radios	\$180,500	\$45,125								
		Staff Vehicles	\$240,000	\$125,000		\$130,000	\$70,000		\$140,000		\$140,000	
		Station 12 Apparatus			\$1,200,000							
		Station 12 Personnel				\$1,000,000	\$1,030,000	\$1,060,000	\$1,093,000	\$1,125,000	\$1,160,000	\$1,195,000
		Station Renovations			\$2,000,000							
		Training Classroom			\$4,000,000							
	General Funds Total		\$635,500	\$270,125	\$12,850,000	\$1,130,000	\$1,100,000	\$1,260,000	\$1,233,000	\$1,125,000	\$1,300,000	\$1,195,000
	Option 1/8% Sales Tax	Apparatus Cost	\$582,000	\$2,172,069	\$2,318,647	\$3,300,000	\$1,400,000	\$2,700,000	\$1,500,000	\$1,600,000	\$1,700,000	\$1,800,000
	Option 1/8% Sales Tax Total		\$582,000	\$2,172,069	\$2,318,647	\$3,300,000	\$1,400,000	\$2,700,000	\$1,500,000	\$1,600,000	\$1,700,000	\$1,800,000
Fire Department Total			\$1,217,500	\$2,442,194	\$15,168,647	\$4,430,000	\$2,500,000	\$3,960,000	\$2,733,000	\$2,725,000	\$3,000,000	\$2,995,000
Grand Total			\$1,217,500	\$2,442,194	\$15,168,647	\$4,430,000	\$2,500,000	\$3,960,000	\$2,733,000	\$2,725,000	\$3,000,000	\$2,995,000